| UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS  | PROOF OF CLAIM   |
|--|--|
| Name of Debtor: (Check Only One):  | Case Number:   |
| ☐ Opus West Corporation  ☑ Opus West Construction Corporation ☐ O.W. Commercial, Inc. ☐ Opus West LP ☐ Opus West Partners Inc.   | 09-34360   |
| NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the commenc | ase. All other requests for payment of an  |
| Name of Creditor (the person or other entity to whom the debtor owes money or property RECEIVED  Construction 70, Inc.  NOV 0 9 2009  BMC GROUP  | Check this box to indicate that this claim amends a previously filed claim.  Court Claim Number: (If known)  |
| BIVIC GROOT  | Filed on:  |
| Name and address where notices should be sent: Tracy Hippensteel P.O. Box 62345  Telephone number: 602-438-7070 Phoenix, AZ 85082  Email Address: + hippensteel QC 7023.com  Name and address where payment should be sent (If different from above):  | 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.  Check this box if you are the debtor or trustee in this case.  |
| Telephone number:  | , and the second |
| 1. Amount of Claim as of Date Case Filed:  1. Amount of Claim as of Date Case Filed:  1. Amount of Claim as of Date Case Filed:  1. Amount of Claim as of Date Case Filed:  1. Amount of Claim is entitled:  1. Amount of Claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.  1. If all or part of your claim is entitled to priority, complete item 5.  2. Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.   | 5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.  |
| 2. Basis for Claim: Construction Servicas Performed (See instruction #2 on reverse side.)  | Specify the priority of the claim.  Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or  |
| 3a. Debtor may have scheduled account as:  (See instruction \$3a on reverse side).  4. Secured Claim (See instruction #4 on reverse side).  Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.  Nature of property or right of setoff:  Real Estate  Motor Vehicle  Equipment  Other Value of Property: \$ Annual Interest Rate  Motor Vehicle  Equipment  Other Value of Property: \$ Annual Interest Rate  Moment Unsecured: \$  6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.  7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (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:   | (a)(1)(B).  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).  Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5).  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).  Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).  Other – Specify applicable paragraph of 11 U.S.C. §507 (a)().  Amount entitled to priority:  |
| Date:  Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  Teffrey C. Matura, Attorney, if any.  1850 N. Zantral Ave. Saire 500, Phr., Az es  | FOR COURT USE ONLY  OPUS WEST  00630   |

# **ITEMIZED STATEMENT FOR QUESTION #1**

Claim as of Date Case Filed:

\$364,347.73

Accruing interest at the legal and contract rate:

To Be Determined At Time of

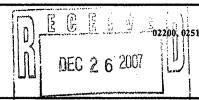
Payment

# PROOF OF CLAIM

# **QUESTION #7**

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





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

# SUBCONTRACT AGREEMENT (Labor and Materials) PHOENIX

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

Contractor and Subcontractor agree as follows:

- Subcontract Documents. The term "Subcontract Documents" is defined in Paragraph 1 of the attached Rider "A".
- Project. Contractor is providing design and construction-related services to Owner (defined below) in connection with the project generally described as Pima Center 1 - Building E ("Project"), located at 9180 E. Via de Ventura, Scottsdale, AZ 85258 ("Project Site"), and consisting of the total work provided by Contractor under contract documents between Owner and Contractor.
- Owner. The Owner of the Project is PC-101, Inc. ("Owner").
- Architect/Engineer. The architect and engineers ("Architect/Engineer") of record for the Project are:

Architect of Record

Butler Design Group, Inc.

Civil Engineer:

Erickson & Meeks Engineering, LLC

Interior Designer:

McCarthy Nordburg, Ltd.

Landscape Architect:

Laskin & Associates, Inc.

Structural Engineer of Record:

Opus Architects & Engineers, Inc.

- Scope of Work. Subcontractor's scope of work for the Project is described in the attached Rider "A" and is defined therein as the Work.
- Schedule. Time is of the essence. Accordingly, all time limits and requirements for completion set forth in the Subcontract Documents, including any intermediate milestones (collectively referred to in the Subcontract Documents as the "Schedule"), are of the essence of this Subcontract Subcontractor shall begin its Work as soon as the Project is ready for the Work or within three (3) calendar days after being notified orally or in writing to proceed by Contractor. The Substantial Completion of the Work (defined in the General Conditions of Subcontract) shall be achieved as required by job progress, so as to allow the entire Project to be substantially completed on or before 08/05/2008. Subcontractor shall conform to all progress and schedule requirements of the Subcontract Documents and as directed by Contractor's project manager, and must achieve the milestones (if any) as described in the attached Rider "A".
- Contractor shall pay Subcontractor the sum of S 467,730.00 ("Subcontract Sum"). The Subcontract Sum includes freight and delivery charges and all applicable state and local taxes including sales and use tax, and if required by law, these taxes must be separately stated on any payment applications, invoices or similar documents delivered by Subcontractor to Contractor for completion of the Work in accordance with the terms and conditions of the Subcontract Documents. A breakdown of the components of the Subcontract Sum is set forth in the attached Rider "A".
- 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 (Indomnification)
  - 8.3 Rider C (Insurance)

Contractor and Subcontractor sign as follows

Approved by Contractor's project manager

Vincent Genetti

CONTRACTOR OPUS West Const

By:

James Godwin (Print Name)

Senior Director of Construction

(Title)

(Date)

By:

SUBCONT Construction

(Date)

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

A. . . .

#### RIDER A

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

#### Work/Subcontract Documents

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

#### **Drawings and Specifications**

| General Conditions of Subcontract  Special Conditions of Subcontract  Special Conditions of Subcontract  Supplemental General Conditions  Cover Sheet  CS 9904/2007  Grading & Drainage, Water Sewer & Fire Line Cover Sheet  C1 99/04/2007  Grading & Drainage Plan  C2 99/04/2007  Grading & Drainage Plan  C3 99/04/2007  Grading & Drainage Plan  C3 99/04/2007  Grading & Drainage Plan  C4 99/04/2007  C4 99/04/2007  Water, Sewer & Fire Line Plan  C5 99/04/2007  Water, Sewer & Fire Line Plan  C6 99/04/2007  Water, Sewer & Fire Line Plan  C6 99/04/2007  Planting Plans  Cover Sheet  LA01 09/04/2007  Planting Plans  LA02 99/04/2007  Planting Plans  LA03 99/04/2007  Planting Plans  LA04 99/04/2007  Planting Plans  LA05 99/04/2007  registion Plans  LA06 99/04/2007  registion Plans  LA07 99/04/2007  registion Plans  LA08 99/04/2007  registion Plans  LA08 99/04/2007  its Plan A0.1 99/04/2007  its Plan A0.2 99/04/2007  its Plan A0.1 99/04/2007  its Plan Edge of Slab  A1.1.1 99/04/2007  its Plan - Edge of Slab  A1.1.1 99/04/2007  its Plan - Edge of Slab  A1.2.1 99/04/2007  of Plan - Edge of Slab  A1.2.1 99/04/2007  | Description   | Number    | Last Revision |
|--|---|-----------|---------------|
| Special Conditions of Subcontract   05/02/2007   | Pima I Building E Outline Spees                         |           | 01/21/2007    |
| Supplemental Ceneral Conditions  | General Conditions of Subcontract                       |           | 06/01/2005    |
| Cover Sheet Cover Sheet Ciriding & Drainage, Water Sower & Fire Line Cover Sheet Ciriding & Drainage Plan Ciriding & Drainage Details & Sections Cover & Fire Line Plan Ciriding & Drainage Details & Sections Cover & Fire Line Plan Ciriding & Drainage Details & Sections Cover & Fire Line Plan Ciriding & Drainage Details & Sections Cover & Fire Line Plan Ciriding & Drainage Details & Sections Cover & Fire Line Plan Cover & Fire Line Plan Cover & Fire Line Plan Cover Sheet LA01 Cover Sheet LA01 Cover Sheet LA01 Cover Sheet LA02 Cover Sheet LA02 Cover Sheet LA03 Cover Sheet LA03 Cover Sheet LA04 Cover Sheet LA04 Cover Sheet LA05 Cover Sheet LA06 Cover Sheet LA07 Cover Sheet LA06 Cover Sheet LA07 Cover Sheet LA07 Cover Sheet LA08 Cover Sheet LA08 Cover Sheet LA09 Cover Sheet LA01 Cover Sheet LA03 Cover Sheet LA04 Cover Sheet Cover Sheet LA04 Cover Sheet Cove | Special Conditions of Subcontract                       |           | 05/02/2007    |
| Grading & Drainage, Water Sewer & Fire Line Cover Sheet C1 09/04/2007 Grading & Drainage Plan C2 09/04/2007 Grading & Drainage Plan C3 09/04/2007 Grading & Drainage Plan C3 09/04/2007 Grading & Drainage Plan C5 09/04/2007 Water, Sewer & Fire Line Plan C6 09/04/2007 Water Sewer & Fire Line Pla | Supplemental General Conditions                         |           | 06/01/2005    |
| Grading & Drainage Plan         C2         09/04/2007           Grading & Drainage Plan         C3         09/04/2007           Grading & Drainage Details & Sections         C4         09/04/2007           Water, Sewer & Fire Line Plan         C5         09/04/2007           Water, Sewer & Fire Line Plan         C6         09/04/2007           Site/Best Management Practices Map         Map         08/27/2007           Cover Sheet         LA01         09/04/2007           Planting Plans         LA02         09/04/2007           Planting Plans         LA03         09/04/2007           Planting Plans         LA04         09/04/2007           Planting Plans         LA05         09/04/2007           Planting Plans         LA06         09/04/2007           Prigation Plans         LA08         09/04/2007           Prigation Detail Sheet         LA08         09/04/2007           Planting Plan         A0.1         09/04/2007           Planting Plan  | Cover Sheet   | cs        | 09/04/2007    |
| Grading & Drainage Plan         C3         09/04/2007           Grading & Drainage Details & Sections         C4         09/04/2007           Water, Sewer & Fire Line Plan         C5         09/04/2007           Water, Sewer & Fire Line Plan         C6         09/04/2007           Water, Sewer & Fire Line Plan         C6         09/04/2007           Site/Best Management Practices Map         Map         08/27/2007           Cover Sheet         LA01         09/04/2007           Planting Plans         LA02         09/04/2007           Planting Plans         LA03         09/04/2007           Planting Plans         LA04         09/04/2007           rigation Plans         LA05         09/04/2007           rigation Plans         LA06         09/04/2007           rigation Detail Sheet         LA06         09/04/2007           rigation Detail Sheet         LA08         09/04/2007           rige Plan         A0.1         09/04/2007           rige Plan         A0.2         09/04/2007           rige Details         A0.3         09/04/2007           rige Details         A0.4         09/04/2007           rige Details         A1.1         09/04/2007           rige Details   | Grading & Drainage, Water Sewer & Fire Line Cover Sheet | C1        | 09/04/2007    |
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| Water, Sewer & Fire Line Plan  G6 09/04/2007  Site/Best Management Practices Map  Map 08/27/2007  Cover Sheet  LA01 09/04/2007  Planting Plans  LA02 09/04/2007  Planting Plans  LA03 09/04/2007  Planting Plans  LA04 09/04/2007  Trigation Plans  LA05 09/04/2007  Trigation Plans  LA06 09/04/2007  Trigation Detail Sheet  LA07 09/04/2007  Trigation Detail Sheet  LA08 09/04/2007  Trigation Detail Sheet  LA08 09/04/2007  Trigation Detail Sheet  LA08 09/04/2007  Trigation Detail Sheet  LA09 09/04/2007  Trigation Detail Sheet  LA01 09/04/2007  Trigation Detail Sheet  LA02 09/04/2007  Trigation Detail Sheet  LA03 09/04/2007  Trigation Detail Sheet  LA04 09/04/2007  Trigation Detail Sheet  LA05 09/04/2007  Trigation Plan Sheet  LA06 09/04/2007  Trigation Plan Sheet  LA07 09/04/2007  Trigation Plan Sheet  LA08 09/04/2007  Trigation Plan Sheet  LA09 0 | Grading & Drainage Details & Sections                   | C4        | 09/04/2007    |
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|  | nd Floor Plan - Edge of Slab                            | A1.2.1    | 09/04/2007    |
| icvations A2.1 09/04/2007  | oof Plan  | A1.3      | 09/04/2007    |
|  | levations   | A2.1      | 09/04/2007    |

| Enlarged Elevations         A.2.3         0.0040/2007           Enlarged Elevations         A.2.4         0.0040/2007           Window/Door Schedule         A.2.5         1.0940/2007           Window/Door Schedule         A.2.5         1.0940/2007           Building Sections         A.3.1         1.0940/2007           Wall Sections         A.3.2         0.0040/2007           Wall Sections         A.3.4         0.0940/2007           Wall Sections         A.3.4         0.0940/2007           Architectural Details         A.4.1         0.0940/2007           Architectural Details         A.4.2         0.0940/2007           Architectural Details         A.4.3         0.0940/2007           Sair & Elevater Details         A.4.4         0.0940/2007           Sair & Elevater Details         A.5.2         1.0940/2007           First Floor - Floor Plan         IA2.01         0.0940/2007           Second Floor - Floor Plan         IA2.01         0.0940/2007           First Floor - Eleitarged Lobly RCP Plan         IA3.1         0.0940/2007           First Floor - Eleitarged Lobly RCP Plan         IA3.2         0.0940/2007           Estater Floor Plan - Eleitarged Lobly RCP Plan         IA3.2         0.0940/2007           Est  | •                                     |            |            |
|--|---------------------------------------|------------|------------|
| Window/Door Schedule         A2.4         000402007           Window/Door Schedule         A2.5         090402007           Building Sections         A3.1         000402007           Wall Sections         A3.2         000402007           Wall Sections         A3.3         1004042007           Wall Sections         A3.4         100402007           Architectural Details         A4.1         000402007           Architectural Details         A4.2         000402007           Architectural Details         A4.3         000402007           Architectural Details         A4.4         000402007           Architectural Details         A4.4         000402007           Stair & Elevater Details         A5.1         000402007           Stair & Elevater Details         A5.2         000402007           First Floor - Floor Plan         IA2.01         00042007           First Floor - Floor Plan         IA2.01         00042007           First Floor - Floor Plan         IA2.1         000402007           First Floor - Floor Plan         IA2.1         000402007           Floor - Floor Plan         IA2.1         000402007           Floor - Floor Plan         IA2.1         000402007           E  | Enlarged Elevations                   | A2.2       | 09/04/2007 |
| Window/Does Schiedule         A2.5         09/04/2007           Building Sections         A3.1         09/04/2007           Wall Sections         A3.2         09/04/2007           Wall Sections         A3.3         09/04/2007           Wall Sections         A3.4         09/04/2007           Architectural Details         A4.1         09/04/2007           Architectural Details         A4.2         09/04/2007           Architectural Details         A4.4         09/04/2007           Architectural Details         A4.4         09/04/2007           Architectural Details         A4.4         09/04/2007           Stair & Elevator Dutails         A5.1         09/04/2007           Stair & Elevator Dutails         A5.2         09/04/2007           First Floor - Fao Plan         IA2.01         09/04/2007           First Floor - Fao Plan         IA2.01         09/04/2007           First Floor - Enlarged Lobby FRDP         IA         IA3.1         09/04/2007           First Floor - Enlarged Lobby FCP Plan         IA2.0         09/04/2007           First Floor - Enlarged Lobby FCP Plan         IA3.1         09/04/2007           First Floor - Enlarged Lobby FCP Plan         IA2.1         09/04/2007           Flatinged L   | Enlarged Elevations                   | A2.3       | 09/04/2007 |
| Bailding Sections         A3.1         09/04/2007           Wall Sections         A3.2         09/04/2007           Wall Sections         A3.3         09/04/2007           Wall Sections         A3.4         09/04/2007           Architectural Details         A4.1         09/04/2007           Architectural Details         A4.2         09/04/2007           Architectural Details         A4.3         09/04/2007           Architectural Details         A4.4         09/04/2007           Architectural Details         A4.4         09/04/2007           Sair & Elevator Details         A5.1         09/04/2007           Stair & Elevator Details         A5.2         09/04/2007           Stair & Elevator Details         A5.2         09/04/2007           Second Floor - Floor Plan         IA2.02         09/04/2007           Second Floor - Floor Plan         IA2.02         09/04/2007           First Floor - Enlarged Lobby PLD         IA         IA         09/04/2007           First Floor - Enlarged Lobby PLD         IA         0.0         09/04/2007           First Floor - Enlarged Lobby PLD         IA         0.0         09/04/2007           Interior Architectural Details         IA         0.0         09/04/2007   | Window/Door Schedule                  | A2.4       | 09/04/2007 |
| Wall Sections         A3.2         09/04/2007           Wall Sections         A3.3         09/04/2007           Wall Sections         A3.4         09/04/2007           Architectural Details         A4.1         09/04/2007           Architectural Details         A4.2         09/04/2007           Architectural Details         A4.3         09/04/2007           Architectural Details         A4.4         09/04/2007           Architectural Details         A5.1         09/04/2007           Stair & Elevator Details         A5.1         09/04/2007           First Floor - Floor Pfan         IA2.01         09/04/2007           Second Floor - Floor Pfan         IA2.01         09/04/2007           First Floor - Enlarged Lobby Ran         IA3.1         09/04/2007           First Floor - Enlarged Lobby RCP Plan         IA3.1         09/04/2007           Enlarged Restorom Plans         IA6.0         09/04/2007           Interior Architectural Details         IA8.0         09/04/2007           Interior Architectural Details         IA8.1         09/04/2007           Interior Architectural Details         IA8.2         09/04/2007           Level 1 Foundation Plan         S2         09/04/2007           Level 2 Enlarged Plans & Sc  | Window/Door Schedułe                  | A2.5       | 09/04/2007 |
| Wall Sections         A3.3         09/04/2007           Wall Sections         A3.4         09/04/2007           Architectural Details         A4.1         09/04/2007           Architectural Details         A4.2         09/04/2007           Architectural Details         A4.3         09/04/2007           Architectural Details         A4.4         09/04/2007           Stair & Elevator Details         A5.1         09/04/2007           Stair & Elevator Details         A5.2         09/04/2007           First Floor - Floor Plan         IA2.01         09/04/2007           Second Floor - Floor Plan         IA2.01         09/04/2007           First Floor - Enlarged Lobby Rop Plan         IA3.1         09/04/2007           First Floor - Enlarged Lobby Rop Plan         IA3.1         09/04/2007           Interior Architectural Details         IA8.0         09/04/2007           Interior Architectural Details         IA8.0         09/04/2007           Interior Architectural Details         IA8.2         09/04/2007           Leviel I Foundation Plan         IA8.2         09/04/2007           Leviel I Foundation Plan         IA8.2         09/04/2007           Leviel I Foundation Plan         IA8.2         09/04/2007           Le  | Building Sections                     | A3.1       | 09/04/2007 |
| Wall Sections         A3.4         09/04/2007           Architectural Details         A4.1         09/04/2007           Architectural Details         A4.2         09/04/2007           Architectural Details         A4.3         09/04/2007           Architectural Details         A4.4         09/04/2007           Stair & Elevator Details         A5.1         09/04/2007           Stair & Elevator Details         A5.2         09/04/2007           First Floor - Foor Plan         IA2.01         09/04/2007           Second Floor - Floor Plan         IA2.01         09/04/2007           First Floor - Ealarged Lobby RCP Plan         IA2.1         09/04/2007           First Floor - Ealarged Lobby RCP Plan         IA3.1         09/04/2007           Interior Architectural Details         IA8.0         09/04/2007           Interior Architectural Details         IA8.0         09/04/2007           Interior Architectural Details         IA8.2         09/04/2007           Interior Architectural Details         IA8.2         09/04/2007           Levil 2 Framing Plan         S3.1         09/04/2007           Levil 2 Framing Plan         S4.1         09/04/2007           Roof Framing Plan         S4.1         09/04/2007           Sec  | Wall Sections                         | A3.2       | 09/04/2007 |
| Architectural Details         A4.2         09/04/2007           Architectural Details         A4.3         09/04/2007           Architectural Details         A4.4         09/04/2007           Architectural Details         A4.4         09/04/2007           Stair & Elevator Details         A5.1         09/04/2007           Stair & Elevator Details         A5.2         09/04/2007           First Floor - Ploor Plan         IA2.01         09/04/2007           Erist Floor - Ploor Plan         IA2.01         09/04/2007           First Floor - Ploor Plan         IA2.1         09/04/2007           First Floor - Ealarged Lobby Ror Plan         IA2.1         09/04/2007           First Floor - Ealarged Lobby RCP Plan         IA3.1         09/04/2007           Interior Architectural Details         IA8.0         09/04/2007           Interior Architectural Details         IA8.0         09/04/2007           Interior Architectural Details         IA8.1         09/04/2007           Interior Architectural Details         IA8.2         09/04/2007           Level I Foundation Plan         S2         09/04/2007           Level I Foundation Plan         S2         09/04/2007           Level 2 Farrating Plan         S4.1         09/04/2007      <  | Wall Sections                         | A3.3       | 09/04/2007 |
| Architectural Details         A4.2         09/04/2007           Architectural Details         A4.3         09/04/2007           Architectural Details         A4.4         09/04/2007           Stair & Elevator Details         A5.1         09/04/2007           Stair & Elevator Details         A5.2         09/04/2007           Second Floor - Floor Plan         IA2.01         09/04/2007           Second Floor - Floor Plan         IA2.02         09/04/2007           First Floor - Enlarged Lobby RCP Plan         IA3.1         09/04/2007           First Floor - Enlarged Lobby RCP Plan         IA6.0         09/04/2007           Interior Architectural Details         IA6.0         09/04/2007           Interior Architectural Details         IA8.1         09/04/2007           Interior Architectural Details         IA8.2         09/04/2007           Interior Architectural Details         IA8.2         09/04/2007           Level 1 Foundation Plan         S2         09/04/2007           Level 2 Framing Plan         S3.1         09/04/2007           Roof Framing Plan         S4.1         09/04/2007           Roof Framing Plan & Details         S4.2         09/04/2007           Sections and Details         S6         09/04/2007  | Wall Sections                         | A3.4       | 09/04/2007 |
| Architectural Details         A4.4         09/04/2007           Architectural Details         A4.4         09/04/2007           Stair & Elevator Details         A5.1         09/04/2007           Stair & Elevator Details         A5.2         09/04/2007           First Floor - Floor Plan         IA2.01         09/04/2007           Second Floor - Floor Plan         IA2.02         09/04/2007           First Floor - Enlarged Lobby RCP Plan         IA2.1         09/04/2007           First Floor - Enlarged Lobby RCP Plan         IA3.1         09/04/2007           Enlarged Restroom Plans         IA6.0         09/04/2007           Interior Architectural Details         IA8.0         09/04/2007           Interior Architectural Details         IA8.1         09/04/2007           Interior Architectural Details         IA8.2         09/04/2007           Level 1 Foundation Plan         S2         09/04/2007           Level 2 Framing Plan         S3.1         09/04/2007           Level 2 Enlarged Plans & Schedules         S3.2         09/04/2007           Roof Framing Plan         S4.1         09/04/2007           Roceions and Details         S6         09/04/2007           Sections and Details         S6         09/04/2007  | Architectural Details                 | A4.1       | 09/04/2007 |
| Averbineetural Details         A4.4         09/04/2007           Stair & Elevator Details         A5.1         09/04/2007           Stair & Elevator Details         A5.2         09/04/2007           First Floor - Floor Plan         IA2.01         09/04/2007           Second Floor - Floor Plan         IA2.02         09/04/2007           First Floor - Enlarged Lobby Plan         IA2.1         09/04/2007           First Floor - Enlarged Lobby RCP Plan         IA3.1         09/04/2007           Enlarged Restroom Plans         IA6.0         09/04/2007           Interior Architectural Details         IA8.0         09/04/2007           Interior Architectural Details         IA8.1         09/04/2007           Title Sheet         S1         09/04/2007           Level I Foundation Plan         S2         09/04/2007           Level I Foundation Plan         S3.1         09/04/2007           Level 2 Enlarged Plans & Schedules         S3.2         09/04/2007           Roof Framing Plan         S4.1         09/04/2007           Roof Framing Plans & Details         S4.2         09/04/2007           Sections and Details         S6         09/04/2007           Sections and Details         S9         09/04/2007           Sections  | Architectural Details                 | A4.2       | 09/04/2007 |
| Sair & Elevator Details         A5.1         09/04/2007           Stair & Elevator Details         A5.2         09/04/2007           First Floor - Floor Plan         IA2.01         09/04/2007           Second Floor - Floor Plan         IA2.02         09/04/2007           First Floor - Enlarged Lobby Plan         IA2.1         09/04/2007           First Floor - Enlarged Lobby RCP Plan         IA3.1         09/04/2007           Enlarged Restroom Plans         IA6.0         09/04/2007           Interior Architectural Details         IA8.0         09/04/2007           Interior Architectural Details         IA8.1         09/04/2007           Title Sheet         S1         09/04/2007           Level 1 Foundation Plan         S2         09/04/2007           Level 2 Framing Plan         S3.1         09/04/2007           Level 2 Framing Plan         S3.1         09/04/2007           Roof Framing Plans & Details         S4.2         09/04/2007           Sections and Details         S6         09/04/2007           Sections and Details         S6         09/04/2007           Sections and Details         S9         09/04/2007           Sections and Details         S9         09/04/2007           Sections and Details   | Architectural Details                 | A4.3       | 09/04/2007 |
| Sair & Elevator Details         A5.2         09/04/2007           First Floor - Floor Plan         IA2.01         09/04/2007           Second Floor - Floor Plan         IA2.02         09/04/2007           First Floor - Enlarged Lobby Plan         IA2.1         09/04/2007           First Floor - Enlarged Lobby RCP Plan         IA3.1         09/04/2007           Enlarged Restroom Plans         IA6.0         09/04/2007           Interior Architectural Details         IA6.0         09/04/2007           Interior Architectural Details         IA6.1         09/04/2007           Interior Architectural Details         IA6.2         09/04/2007           Level 1 Foundation Plan         S2         09/04/2007           Level 2 Framing Plan         S3.1         09/04/2007           Level 2 Framing Plan         S3.1         09/04/2007           Roof Framing Plans & Details         S4.1         09/04/2007           Sections and Details         S5         09/04/2007           Sections and Details         S6         09/04/2007           Sections and Details         S6         09/04/2007           Sections and Details         S9         09/04/2007           Sections and Details         S9         09/04/2007           Sections and   | Architectural Details                 | A4.4       | 09/04/2007 |
| First Floor - Floor Plan         IA2.02         09/04/2007           Second Floor - Floor Plan         IA2.02         09/04/2007           First Floor - Enlarged Lobby Plan         IA2.1         09/04/2007           First Floor - Enlarged Lobby RCP Plan         IA3.1         09/04/2007           Enlarged Restroom Plans         IA6.0         09/04/2007           Interior Architectural Details         IA8.0         09/04/2007           Interior Architectural Details         IA8.1         09/04/2007           Interior Architectural Details         IA8.2         09/04/2007           Interior Architectural Details         S1         09/04/2007           Level 1 Foundation Plan         S2         09/04/2007           Level 2 Framing Plan         S3.1         09/04/2007           Level 2 Enlarged Plans & Schedules         S3.2         09/04/2007           Braced Frame Sections & Details         S4.2         09/04/2007           Sections and Details         S6         09/04/2007           Sections and Details         S8 <td< td=""><td>Stair &amp; Elevator Details</td><td>A5.1</td><td>09/04/2007</td></td<> | Stair & Elevator Details              | A5.1       | 09/04/2007 |
| Second Floor - Floor Plan         IA2 02         09/04/2007           First Floor - Enlarged Lobby Plan         IA2.1         09/04/2007           First Floor - Enlarged Lobby RCP Plan         IA3.1         09/04/2007           Enlarged Restroom Plans         IA6.0         09/04/2007           Interior Architectural Details         IA8.0         09/04/2007           Interior Architectural Details         IA8.1         09/04/2007           Interior Architectural Details         IA8.2         09/04/2007           Title Sheet         S1         09/04/2007           Level 1 Foundation Plan         S2         09/04/2007           Level 2 Framing Plan         S3.1         09/04/2007           Level 2 Enlarged Plans & Schedules         S3.2         09/04/2007           Roof Framing Plan         S4.1         09/04/2007           Awning Framing Plans & Details         S4.2         09/04/2007           Braced Frame Sections & Details         S5         09/04/2007           Sections and Details         S6         09/04/2007           Sections and Details         S8         09/04/2007           Sections and Details         S9         09/04/2007           Sections and Details         S10         09/04/2007           Sections  | Stair & Elevator Details              | A5.2       | 09/04/2007 |
| First Floor - Enlarged Lobby RCP Plan         IA2.1         99/04/2007           First Floor - Enlarged Lobby RCP Plan         IA3.1         99/04/2007           Enlarged Restroom Plans         IA6.0         99/04/2007           Interior Architectural Details         IA8.0         99/04/2007           Interior Architectural Details         IA8.1         09/04/2007           Interior Architectural Details         IA8.2         09/04/2007           Interior Architectural Details         IA8.2         09/04/2007           Level 1 Foundation Plan         S1         09/04/2007           Level 2 Framing Plan         S3.1         09/04/2007           Level 2 Framing Plan         S3.1         09/04/2007           Roof Framing Plan & Schedules         S3.2         09/04/2007           Roof Framing Plans & Details         S4.1         09/04/2007           Braced Frame Sections & Details         S6         09/04/2007           Sections and Details         S6         09/04/2007           Sections and Details         S9         09/04/2007           Sections and Details         S9         09/04/2007           Sections and Details         S10         09/04/2007           Sections and Details         S10         09/04/2007   | First Floor - Floor Plan              | IA2.01     | 09/04/2007 |
| First Floor - Enlarged Lobby RCP Plan         IA3.1         09/04/2007           Enlarged Restroom Plans         IA6.0         09/04/2007           Interior Architectural Details         IA8.0         09/04/2007           Interior Architectural Details         IA8.1         09/04/2007           Interior Architectural Details         IA8.2         09/04/2007           Title Sheet         S1         09/04/2007           Level 1 Foundation Plan         S2         09/04/2007           Level 2 Framing Plan         S3.1         09/04/2007           Level 2 Framing Plan         S4.1         09/04/2007           Roof Framing Plans & Schedules         S3.2         09/04/2007           Roof Framing Plans & Details         S4.2         09/04/2007           Braced Frame Sections & Details         S5         09/04/2007           Sections and Details         S6         09/04/2007           Sections and Details         S8         09/04/2007           Sections and Details         S9         09/04/2007           Sections and Details         S10         09/04/2007           Sections and Details         S10         09/04/2007           Sections and Details         S10         09/04/2007           Sections and Details  | Second Floor - Floor Plan             | IA2.02     | 09/04/2007 |
| Enlarged Restroom Plans         IA6.0         09/04/2007           Interior Architectural Details         IA8.0         09/04/2007           Interior Architectural Details         IA8.1         09/04/2007           Interior Architectural Details         IA8.2         09/04/2007           Title Sheet         S1         09/04/2007           Level I Foundation Plan         S2         09/04/2007           Level 2 Framing Plan         S3.1         09/04/2007           Level 2 Enlarged Plans & Schedules         S3.2         09/04/2007           Roof Framing Plan         S4.1         09/04/2007           Awning Framing Plans & Details         S4.2         09/04/2007           Braced Frame Sections & Details         S5         09/04/2007           Sections and Details         S6         09/04/2007           Sections and Details         S8         09/04/2007           Sections and Details         S9         09/04/2007           Sections and Details         S10         09/04/2007           Sections and Details         S10         09/04/2007           Sections and Details         S10         09/04/2007           First Floor Mechanical Plan         M1.1         09/04/2007           Sections and Details         M1.1   | First Floor - Enlarged Lobby Plan     | IA2.1      | 09/04/2007 |
| Interior Architectural Details         IA8.0         09/04/2007           Interior Architectural Details         IA8.1         09/04/2007           Title Sheet         S1         09/04/2007           Level 1 Foundation Plan         S2         09/04/2007           Level 2 Framing Plan         S3.1         09/04/2007           Level 2 Enlarged Plans & Schedules         S3.2         09/04/2007           Roof Framing Plan         S4.1         09/04/2007           Awning Framing Plans & Details         S4.2         09/04/2007           Braced Frame Sections & Details         S5         09/04/2007           Sections and Details         S6         09/04/2007           Sections and Details         S8         09/04/2007           Sections and Details         S8         09/04/2007           Sections and Details         S9         09/04/2007           Sections and Details         S10         09/04/200  | First Floor - Enlarged Lobby RCP Plan | IA3.1      | 09/04/2007 |
| Interior Architectural Details         IA8.1         09/04/2007           Interior Architectural Details         IA8.2         09/04/2007           Title Sheet         S1         09/04/2007           Level 1 Foundation Plan         S2         09/04/2007           Level 2 Framing Plan         S3.1         09/04/2007           Level 2 Enlarged Plans & Schedules         S3.2         09/04/2007           Roof Framing Plan         S4.1         09/04/2007           Awning Framing Plans & Details         S4.2         09/04/2007           Braced Frame Sections & Details         S5         09/04/2007           Sections and Details         S6         09/04/2007           Sections and Details         S7         09/04/2007           Sections and Details         S9         09/04/2007           Sections and Details         S10         09/04/20  | Enlarged Restroom Plans               | IA6.0      | 09/04/2007 |
| Interior Architectural Details         IA8.2         09/04/2007           Title Sheet         \$1         09/04/2007           Level I Foundation Plan         \$2         09/04/2007           Level 2 Framing Plan         \$3.1         09/04/2007           Level 2 Enlarged Plans & Schedules         \$3.2         09/04/2007           Roof Framing Plan         \$4.1         09/04/2007           Awning Framing Plans & Details         \$4.2         09/04/2007           Braced Frame Sections & Details         \$5         09/04/2007           Sections and Details         \$6         09/04/2007           Sections and Details         \$7         09/04/2007           Sections and Details         \$8         09/04/2007           Sections and Details         \$9         09/04/2007           Sections and Details         \$10         09/04/2007           First Floor Mechanical Cover Sheet         M0.1         09/04/2007           First Floor Mechanical Plan         M1.2 <t< td=""><td>Interior Architectural Details</td><td>IA8.0</td><td>09/04/2007</td></t<>                           | Interior Architectural Details        | IA8.0      | 09/04/2007 |
| Title Sheet         \$1         09/04/2007           Level 1 Foundation Plan         \$2         09/04/2007           Level 2 Framing Plan         \$3.1         09/04/2007           Level 2 Enlarged Plans & Schedules         \$3.2         09/04/2007           Roof Framing Plan         \$4.1         09/04/2007           Awning Framing Plans & Details         \$4.2         09/04/2007           Braced Frame Sections & Details         \$5         09/04/2007           Sections and Details         \$6         09/04/2007           Sections and Details         \$7         09/04/2007           Sections and Details         \$8         09/04/2007           Sections and Details         \$9         09/04/2007           Sections and Details         \$10         09/04/2007           Sections and Details         \$1         09/04/2007           Sections and Details         \$1         09/04/2007           Sections and Details         \$1         09/04/2007   | Interior Architectural Details        | IA8.1      | 09/04/2007 |
| Level 1 Foundation Plan         \$2         09/04/2007           Level 2 Framing Plan         \$3.1         09/04/2007           Level 2 Enlarged Plans & Schedules         \$3.2         09/04/2007           Roof Framing Plan         \$4.1         09/04/2007           Awning Framing Plans & Details         \$4.2         09/04/2007           Braced Frame Sections & Details         \$5         09/04/2007           Sections and Details         \$6         09/04/2007           Sections and Details         \$7         09/04/2007           Sections and Details         \$8         09/04/2007           Sections and Details         \$9         09/04/2007           Sections and Details         \$10         09/04/2007           Sections and Details         \$1         09/04/2007           Sections and Details         \$1         09/04/2007  | Interior Architectural Details        | IA8.2      | 09/04/2007 |
| Level 2 Framing Plan       \$3.1       09/04/2007         Level 2 Enlarged Plans & Schedules       \$3.2       09/04/2007         Roof Framing Plan       \$4.1       09/04/2007         Awning Framing Plans & Details       \$4.2       09/04/2007         Braced Frame Sections & Details       \$5       09/04/2007         Sections and Details       \$6       09/04/2007         Sections and Details       \$7       09/04/2007         Sections and Details       \$9       09/04/2007         Sections and Details       \$10       09/04/2007         Sections and Details       \$10       09/04/2007         Mechanical Cover Sheet       M0.1       09/04/2007         First Floor Mechanical Plan       M1.1       09/04/2007         Second Floor Mechanical Plan       M1.2       09/04/2007         Mechanical Roof Plan       M1.3       09/04/2007         Enlarged Mechanical Core Plans       M1.4       09/04/2007         Mechanical Schedules       M2.1       09/04/2007   | Title Sheet                           | <b>S</b> 1 | 09/04/2007 |
| Level 2 Enlarged Plans & Schedules       \$3.2       09/04/2007         Roof Framing Plan       \$4.1       09/04/2007         Awning Framing Plans & Details       \$4.2       09/04/2007         Braced Frame Sections & Details       \$5       09/04/2007         Sections and Details       \$6       09/04/2007         Sections and Details       \$7       09/04/2007         Sections and Details       \$8       09/04/2007         Sections and Details       \$9       09/04/2007         Sections and Details       \$10       09/04/2007         Mechanical Cover Sheet       M0.1       09/04/2007         First Floor Mechanical Plan       M1.1       09/04/2007         Mechanical Roof Plan       M1.2       09/04/2007         Enlarged Mechanical Core Plans       M1.4       09/04/2007         Mechanical Schedules       M2.1       09/04/2007   | Level ! Foundation Plan               | S2         | 09/04/2007 |
| Roof Framing Plan       \$4.1       09/04/2007         Awning Framing Plans & Details       \$4.2       09/04/2007         Braced Frame Sections & Details       \$5       09/04/2007         Sections and Details       \$6       09/04/2007         Sections and Details       \$7       09/04/2007         Sections and Details       \$8       09/04/2007         Sections and Details       \$9       09/04/2007         Sections and Details       \$10       09/04/2007         Mechanical Cover Sheet       M0.1       09/04/2007         First Floor Mechanical Plan       M1.1       09/04/2007         Second Floor Mechanical Plan       M1.2       09/04/2007         Mechanical Roof Plan       M1.3       09/04/2007         Enlarged Mechanical Core Plans       M1.4       09/04/2007         Mechanical Schedules       M2.1       09/04/2007  | Level 2 Framing Plan                  | \$3.1      | 09/04/2007 |
| Awning Framing Plans & Details       \$4.2       09/04/2007         Braced Frame Sections & Details       \$5       09/04/2007         Sections and Details       \$6       09/04/2007         Sections and Details       \$7       09/04/2007         Sections and Details       \$8       09/04/2007         Sections and Details       \$9       09/04/2007         Sections and Details       \$10       09/04/2007         Mechanical Cover Sheet       M0.1       09/04/2007         First Floor Mechanical Plan       M1.1       09/04/2007         Second Floor Mechanical Plan       M1.2       09/04/2007         Mechanical Roof Plan       M1.3       09/04/2007         Enlarged Mechanical Core Plans       M1.4       09/04/2007         Mechanical Schedules       M2.1       09/04/2007   | Level 2 Enlarged Plans & Schedules    | S3.2       | 09/04/2007 |
| Braced Frame Sections & Details       \$5       09/04/2007         Sections and Details       \$6       09/04/2007         Sections and Details       \$7       09/04/2007         Sections and Details       \$8       09/04/2007         Sections and Details       \$9       09/04/2007         Sections and Details       \$10       09/04/2007         Mechanical Cover Sheet       M0.1       09/04/2007         First Floor Mechanical Plan       M1.1       09/04/2007         Second Floor Mechanical Plan       M1.2       09/04/2007         Mechanical Roof Plan       M1.3       09/04/2007         Enlarged Mechanical Core Plans       M1.4       09/04/2007         Mechanical Schedules       M2.1       09/04/2007   | Roof Framing Plan                     | \$4.1      | 09/04/2007 |
| Sections and Details       \$6       09/04/2007         Sections and Details       \$7       09/04/2007         Sections and Details       \$8       09/04/2007         Sections and Details       \$9       09/04/2007         Sections and Details       \$10       09/04/2007         Mechanical Cover Sheet       M0.1       09/04/2007         First Floor Mechanical Plan       M1.1       09/04/2007         Second Floor Mechanical Plan       M1.2       09/04/2007         Mechanical Roof Plan       M1.3       09/04/2007         Enlarged Mechanical Core Plans       M1.4       09/04/2007         Mechanical Schedules       M2.1       09/04/2007  | Awning Framing Plans & Details        | S4.2       | 09/04/2007 |
| Sections and Details       \$7       09/04/2007         Sections and Details       \$8       09/04/2007         Sections and Details       \$9       09/04/2007         Sections and Details       \$10       09/04/2007         Mechanical Cover Sheet       M0.1       09/04/2007         First Floor Mechanical Plan       M1.1       09/04/2007         Second Floor Mechanical Plan       M1.2       09/04/2007         Mechanical Roof Plan       M1.3       09/04/2007         Enlarged Mechanical Core Plans       M1.4       09/04/2007         Mechanical Schedules       M2.1       09/04/2007  | Braced Frame Sections & Details       | S5         | 09/04/2007 |
| Sections and Details       \$8       09/04/2007         Sections and Details       \$9       09/04/2007         Sections and Details       \$10       09/04/2007         Mechanical Cover Sheet       M0.1       09/04/2007         First Floor Mechanical Plan       M1.1       09/04/2007         Second Floor Mechanical Plan       M1.2       09/04/2007         Mechanical Roof Plan       M1.3       09/04/2007         Enlarged Mechanical Core Plans       M1.4       09/04/2007         Mechanical Schedules       M2.1       09/04/2007  | Sections and Details                  | S6         | 09/04/2007 |
| Sections and Details       \$9       09/04/2007         Sections and Details       \$10       09/04/2007         Mechanical Cover Sheet       M0.1       09/04/2007         First Floor Mechanical Plan       M1.1       09/04/2007         Second Floor Mechanical Plan       M1.2       09/04/2007         Mechanical Roof Plan       M1.3       09/04/2007         Enlarged Mechanical Core Plans       M1.4       09/04/2007         Mechanical Schedules       M2.1       09/04/2007  | Sections and Details                  | S7         | 09/04/2007 |
| Sections and Details       \$10       09/04/2007         Mechanical Cover Sheet       M0.1       09/04/2007         First Floor Mechanical Plan       M1.1       09/04/2007         Second Floor Mechanical Plan       M1.2       09/04/2007         Mechanical Roof Plan       M1.3       09/04/2007         Enlarged Mechanical Core Plans       M1.4       09/04/2007         Mechanical Schedules       M2.1       09/04/2007  | Sections and Details                  | \$8        | 09/04/2007 |
| Mechanical Cover Sheet       M0.1       09/04/2007         First Floor Mechanical Plan       M1.1       09/04/2007         Second Floor Mechanical Plan       M1.2       09/04/2007         Mechanical Roof Plan       M1.3       09/04/2007         Enlarged Mechanical Core Plans       M1.4       09/04/2007         Mechanical Schedules       M2.1       09/04/2007   | Sections and Details                  | \$9        | 09/04/2007 |
| First Floor Mechanical Plan       M1.1       09/04/2007         Second Floor Mechanical Plan       M1.2       09/04/2007         Mechanical Roof Plan       M1.3       09/04/2007         Enlarged Mechanical Core Plans       M1.4       09/04/2007         Mechanical Schedules       M2.1       09/04/2007  | Sections and Details                  | S10        | 09/04/2007 |
| Second Floor Mechanical Plan         M1.2         09/04/2007           Mechanical Roof Plan         M1.3         09/04/2007           Enlarged Mechanical Core Plans         M1.4         09/04/2007           Mechanical Schedules         M2.1         09/04/2007  | Mechanical Cover Sheet                | M0.1       | 09/04/2007 |
| Mechanical Roof Plan         M1.3         09/04/2007           Enlarged Mechanical Core Plans         M1.4         09/04/2007           Mechanical Schedules         M2.1         09/04/2007   | First Floor Mechanical Plan           | M1.1       | 09/04/2007 |
| Enlarged Mechanical Core Plans         M1.4         09/04/2007           Mechanical Schedules         M2.1         09/04/2007  | Second Floor Mechanical Plan          | M1.2       | 09/04/2007 |
| Mechanical Schedules M2.1 09/04/2007   | Mechanical Roof Plan                  | M1.3       | 09/04/2007 |
|  | Enlarged Mechanical Core Plans        | M1.4       | 09/04/2007 |
| Mechanical Details M2.2 09/04/2007   | Mechanical Schedules                  | M2.1       | 09/04/2007 |
|  | Mechanical Details                    | M2.2       | 09/04/2007 |

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

| Metal Fabrications Specifications - Pima Center I - Building E                   | 05500 | 09/20/2007 |
|--|-------|------------|
| Building Insulation Specifications - Pima Center 1 - Building E                  | 07200 | 08/30/2007 |
| Built Up Roofing Specifications - Pima Center I - Building E                     | 07510 | 11/06/2007 |
| Caulking Specifications - Pima Center I - Building E                             | 07900 | 08/30/2007 |
| Hollow Metal Doors and Frames Specifications - Pinna Center I - Building E       | 08100 | 08/30/2007 |
| Wood Doors Specifications - Pima Center I - Building E                           | 08200 | 08/30/2007 |
| Aluminum Framing and Glazing Systems Specifications - Pima Center 1 - Building E | 08400 | 10/31/2007 |
| Door Hardware Specifications - Pima Center 1 - Building E                        | 08700 | 08/30/2007 |
| Hydraulic Elevators Specifications - Pima Center 1 - Building E                  | 14240 | 08/30/2007 |
| Pima Center I - Building E Division 15 - Mechanical                              | 15000 | 08/30/2007 |
| Pima Center I - Building E Division 16 - Electrical                              | 16000 | 07/03/2007 |
| Electronic Security Systems Specifications - Pima Center I - Building E          | 16720 | 08/30/2007 |

### Field Bulletins

Number Name Date

N/A

#### Supplemental Design Documents

| Description        |                                 | •   | Date       |
|--------------------|---------------------------------|---|------------|
| Report on Geotechr | nical Investigation on Pima Con | ter I, submitted by Speedie and Associates, Project Number 041163SA | 08/23/2004 |

#### Other Documents

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

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

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

#### This Subcontract excludes the following:

- 1. Gross receipts tax
- 2. Performance or payment bond
- General building permit
- Dovelopment fees

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

N/A

#### Schedule Notes

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

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

#### Subcontract Recap

| Sub-Job Number | Sub-Job Name               | Name  |      | Rate          |
|----------------|----------------------------|---|------|---------------|
| 10510.00       | Pima Center 1 - Building E | Base bid: Survey and layout                         |      | \$26,500.00   |
| 10510.00       | Pima Center I - Building E | Basc bid: Earthwork                                 |      | \$120,168.00  |
| 10510.00       | Pima Center I - Building E | Base bid: Asphalt paving                            |      | \$227,321.00  |
| 10510.00       | Pima Center I - Building E | Base bid: Pavement markings and signage             |      | \$4,400.00    |
| 10510.00       | Pima Center I - Building E | Base bid: Site concrete (curbing)                   |      | \$85,290.00   |
| 10510.00       | Pima Center I - Building E | Post bid adjustment: Use Salt River Materials Group |      | \$4,051.00    |
|                | •                          | To  | otal | \$ 467,730,00 |

#### Subcontract Sum Breakdown

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

#### Unit Pricing.

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

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

#### Unit Price List

| 20. Extruded curb \$6.75 Lineal Foot   | Name   | Rate        | Quantity UOM |
|--|--|-------------|--------------|
| 102. Use one (1) load of Contractor provided fill material from southeast comer of Pima Read and Pima Center Parkway in licu of Subcontractor provided fill material. Subcontractor to transport and stockpile for future use.  103. Clear and grub site (including haul-off of debris)  104. Scarify and recompact  105. Cut and fill  105. Cut and fill  106. Over excavate and recompact  107. Fine grade  108. Additional earthwork mobilization  108. Additional earthwork mobilization  109. 2" asphalt on 6" ABC  109. 2" asphalt on 6" ABC  109. 2" asphalt on 6" ABC  101. Fire lane signs  102. Each  102. Fire lane striping  103. Additional paving mobilization  104. Adjust water valve  105. Adjust manhole  106. Construction entrance  107. Import one (1) load of fill material (Subcontractor provided)  107. Single curb  108. Extruded curb  109. Acree  109. Acree | Pima Center Parkway in lieu of Subcontractor provided fill material. Subcontractor to transport and  | \$-38.00    | Each         |
| 03. Clear and grub site (including haul-off of debris)       \$1,424.00       Acre         04. Scarify and recompact       \$0.34       \$Q Yard         05. Cut and fill       \$2.36       Cubic Yd         06. Over excavate and recompact       \$2.24       Cubic Yd         07. Fine grade       \$0.57       \$Q Yard         08. Additional earthwork mobilization       \$10,000.00       Each         09. 2" asphalt on 6" ABC       \$14.60       \$Q Yard         10. 3" asphalt on 6" ABC       \$18.20       \$Q Yard         11. Fire lane signs       \$220.00       Each         12. Fire lane striping       \$0.60       Lineal Foot         13. Additional paving mobilization       \$4,400.00       Each         14. Adjust water valve       \$360.00       Each         15. Adjust manhole       \$390.00       Each         16. Construction entrance       \$2,300.00       Each         17. Import one (1) load of fill material (Subcontractor provided)       \$107.50       Each         18. Vertical curb       \$14.85       Lineal Foot         20. Single curb       \$6.75       Lineal Foot  | 02. Use one (1) load of Contractor provided fill material from southeast corner of Pima Road and Pima Center Parkway in lieu of Subcontractor provided fill material. Subcontractor to transport and | S-23.00     | Each         |
| 05. Cut and fill       \$2.36       Cubic Yd         06. Over excavate and recompact       \$2.24       Cubic Yd         07. Fine grade       \$0.57       \$q Yard         08. Additional carthwork mobilization       \$10,000.00       Each         09. 2" asphalt on 6" ABC       \$14.60       \$q Yard         10. 3" asphalt on 6" ABC       \$18.20       \$q Yard         11. Fire lane signs       \$220.00       Each         12. Fire lane striping       \$0.60       Lineal Foot         13. Additional paving mobilization       \$4,400.00       Each         14. Adjust water valve       \$360.00       Each         15. Adjust manhole       \$390.00       Each         16. Construction entrance       \$2,300.00       Each         17. Import one (1) load of fill material (Subcontractor provided)       \$107.50       Each         18. Vertical curb       \$14.85       Lineal Foot         19. Single curb       \$17.85       Lineal Foot         20. Extruded curb       \$6.75       Lineal Foot   |  | \$1,424.00  | Acre         |
| 06. Over excavate and recompact       \$2.24       Cubic Yd         07. Fine grade       \$0.57       \$Q Yard         08. Additional carthwork mobilization       \$10,000.00       Each         09. 2" asphalt on 6" ABC       \$14.60       \$Q Yard         10. 3" asphalt on 6" ABC       \$18.20       \$Q Yard         11. Fire lane signs       \$220.00       Each         12. Fire lane striping       \$0.60       Lineal Foot         13. Additional paving mobilization       \$4,400.00       Each         14. Adjust water valve       \$360.00       Each         15. Adjust manhole       \$390.00       Each         16. Construction entrance       \$2,300.00       Each         17. Import one (1) load of fill material (Subcontractor provided)       \$107.50       Each         18. Vertical curb       \$14.85       Lineal Foot         19. Single curb       \$6.75       Lineal Foot  | 04. Scarify and recompact  | \$0.34      | Sq Yard      |
| 07. Fine grade       \$0.57       \$q Yard         08. Additional carthwork mobilization       \$10,000.00       Each         09. 2" asphalt on 6" ABC       \$14.60       \$q Yard         10. 3" asphalt on 6" ABC       \$18.20       \$q Yard         11. Fire lane signs       \$220.00       Each         12. Fire lane striping       \$0.60       Lineal Foot         13. Additional paving mobilization       \$4,400.00       Each         14. Adjust water valve       \$360.00       Each         15. Adjust manhole       \$390.00       Each         16. Construction entrance       \$2,300.00       Each         17. Import one (1) load of fill material (Subcontractor provided)       \$107.50       Each         18. Vertical curb       \$14.85       Lineal Foot         19. Single curb       \$6.75       Lineal Foot         20. Extruded curb       \$6.75       Lineal Foot   | 05. Cut and fill   | \$2.36      | Cubic Yd     |
| 08. Additional earthwork mobilization       \$10,000.00       Each         09. 2" asphalt on 6" ABC       \$14.60       \$q Yard         10. 3" asphalt on 6" ABC       \$18.20       \$q Yard         11. Fire lane signs       \$220.00       Each         12. Fire lane striping       \$0.60       Lineal Foot         13. Additional paving mobilization       \$4,400.00       Each         14. Adjust water valve       \$360.00       Each         15. Adjust manhole       \$390.00       Each         16. Construction entrance       \$2,300.00       Each         17. Import one (1) load of fill material (Subcontractor provided)       \$107.50       Each         18. Vertical curb       \$14.85       Lineal Foot         19. Single curb       \$6.75       Lineal Foot   | 06. Over excavate and recompact  | \$2.24      | Cubic Yd     |
| 09. 2" asphalt on 6" ABC       \$14.60       \$q Yard         10. 3" asphalt on 6" ABC       \$18.20       \$q Yard         11. Fire lane signs       \$220.00       Each         12. Fire lane striping       \$0.60       Lineal Foot         13. Additional paving mobilization       \$4,400.00       Each         14. Adjust water valve       \$360.00       Each         15. Adjust manhole       \$390.00       Each         16. Construction entrance       \$2,300.00       Each         17. Import one (1) load of fill material (Subcontractor provided)       \$107.50       Each         18. Vertical curb       \$14.85       Lineal Foot         19. Single curb       \$17.85       Lineal Foot         20. Extruded curb       \$6.75       Lineal Foot  | 07. Fine grade   | \$0.57      | Sq Yard      |
| 10. 3" asphalt on 6" ABC       \$18.20       \$q Yard         11. Fire lane signs       \$220.00       Each         12. Fire lane striping       \$0.60       Lineal Foot         13. Additional paving mobilization       \$4,400.00       Each         14. Adjust water valve       \$360.00       Each         15. Adjust manhole       \$390.00       Each         16. Construction entrance       \$2,300.00       Each         17. Import one (1) load of fill material (Subcontractor provided)       \$107.50       Each         18. Vertical curb       \$14.85       Lineal Foot         19. Single curb       \$17.85       Lineal Foot         20. Extruded curb       \$6.75       Lineal Foot  | 08. Additional carthwork mobilization  | \$10,000.00 | Each         |
| 11. Fire lane signs  12. Fire lane striping  S0.60 Lineal Foot  13. Additional paving mobilization  S4,400.00 Each  14. Adjust water valve  S360.00 Each  15. Adjust manhole  S390.00 Each  16. Construction entrance  S2,300.00 Each  17. Import one (1) load of fill material (Subcontractor provided)  S107.50 Each  S14.85 Lineal Foot  S19. Single curb  S17.85 Lineal Foot  20. Extruded curb  Lineal Foot  Lineal Foot  | 09. 2" asphalt on 6" ABC   | \$14.60     | Sq Yard      |
| 12. Fire lane striping S0.60 Lineal Foot 13. Additional paving mobilization S4,400.00 Each 14. Adjust water valve S360.00 Each 15. Adjust manhole S390.00 Each 16. Construction entrance S2,300.00 Each 17. Import one (1) load of fill material (Subcontractor provided) S107.50 Each 18. Vertical curb S14.85 Lineal Foot 19. Single curb S17.85 Lineal Foot 20. Extruded curb S6.75 Lineal Foot   | 10. 3" asphalt on 6" ABC   | \$18.20     | Sq Yard      |
| 13. Additional paving mobilization \$4,400.00 Each 14. Adjust water valve \$3360.00 Each 15. Adjust manhole \$3390.00 Each 16. Construction entrance \$2,300.00 Each 17. Import one (1) load of fill material (Subcontractor provided) \$107.50 Each 18. Vertical curb \$14.85 Lineal Foot 19. Single curb \$17.85 Lineal Foot 20. Extruded curb \$6.75 Lineal Foot  | 11. Fire lane signs  | \$220.00    | Each         |
| 14. Adjust water valve \$3360.00 Each 15. Adjust manhole \$399.00 Each 16. Construction entrance \$2,300.00 Each 17. Import one (1) load of fill material (Subcontractor provided) \$107.50 Each 18. Vertical curb \$14.85 Lineal Foot 19. Single curb \$17.85 Lineal Foot 20. Extruded curb \$6.75 Lineal Foot  | 12. Fire lane striping   | \$0.60      | Lineal Foot  |
| 15. Adjust manhole \$390.00 Each 16. Construction entrance \$2,300.00 Each 17. Import one (1) load of fill material (Subcontractor provided) \$107.50 Each 18. Vertical curb \$14.85 Lineal Foot 19. Single curb \$17.85 Lineal Foot 20. Extruded curb \$6.75 Lineal Foot  | 13. Additional paving mobilization   | \$4,400.00  | Each         |
| 16. Construction entrance \$2,300.00 Each 17. Import one (1) load of fill material (Subcontractor provided) \$107.50 Each 18. Vertical curb \$14.85 Lineal Foot 19. Single curb \$17.85 Lineal Foot 20. Extruded curb \$6.75 Lineal Foot   | 14. Adjust water valve   | \$360.00    | Each         |
| 17. Import one (1) load of fill material (Subcontractor provided)  18. Vertical curb  19. Single curb  20. Extruded curb  S107.50  Each  S14.85  Lineal Foot  S17.85  Lineal Foot  Lineal Foot   | 15. Adjust manhole   | \$390.00    | Each         |
| 18. Vertical curb  19. Single curb  20. Extruded curb  S14.85  Lineal Foot  S17.85  Lineal Foot  Lineal Foot   | 16. Construction entrance  | \$2,300.00  | Each         |
| 19. Single curb S17.85 Lineal Foot 20. Extruded curb \$6.75 Lineal Foot  | 17. Import one (1) load of fill material (Subcontractor provided)  | \$107.50    | Each         |
| 20. Extruded curb \$6.75 Lineal Foot   | 18. Vertical curb  | \$14.85     | Lineal Foot  |
|  | 19. Single curb  | \$17.85     | Lineal Foot  |
| 21. Additional concrete mobilization \$2,000.00 Each   | 20. Extruded cutb  | \$6.75      | Lineal Foot  |
|  | 21. Additional concrete mobilization   | \$2,000.00  | Each         |

#### 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

| Line Number | Name  | Amount        |  |
|-------------|---|---------------|--|
| ı           | Adjust paving sections to 2" AC over 4" of ABC and 3" AC over 4" ABC  | \$(13,293.00) |  |
| 2           | Remove lime stabilization from scope-of-work  | \$(31,000.00) |  |
| 3           | Use 3,920 LF of vertical curb and 545 LF of single curb in lieu of 400 LF of vertical curb and 4,065 LF of singe curb | \$(8,600.00)  |  |
| 4           | Add 9" thick concrete sidewalk asphalt crossings to scope-of-work   | \$ 12.089.00  |  |

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

Alternates Notes

#### **END OF RIDER A**

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

#### RIDER B

This Rider B is attached to and made a part of the Subcontract between OPUS West Construction Corporation and Construction 70, Inc. dated 12/06/2007. All capitalized terms used but not defined in this Rider B have the meaning ascribed to them in the Subcontract or the General Conditions of Subcontract, as applicable. To the extent of any conflict between the provisions of this Rider B and the provisions of any other Subcontract Document, this Rider B shall be controlling.

#### Section 1. Licensing.

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

#### Section 2. Change Orders.

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

#### Section 3. Pay When and If Paid.

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

#### Section 4. Title to Work.

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

#### Section 5. Indemnification

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

- (b) Notwithstanding the provisions of Subsection (a) above, Subcontractor is not obligated to indemnify an Indemnitee for a Claim which is ultimately determined, upon final adjudication, settlement or other resolution of the Claim ("Finally Determined"), to have been caused solely by the active negligence or willful misconduct of that Indemnitee; provided, however, that this exception does not limit or relieve Subcontractor's defense obligations prior to the Claim being so Finally Determined or Subcontractor's obligations to indemnify all other Indemnitees which are not Finally Determined to have participated in such negligence or misconduct.
- (c) The parties intend that Subcontractor's indemnity and defense obligations under this Subcontract will be enforced to the fullest extent allowable under applicable law, and agree that if any of the provisions of this Section are, to any extent, held to be invalid, illegal or unenforceable for any reason, any remaining portion thereof and all other provisions of this Section will not be affected by such holding, but will remain valid and in force to the fullest extent permitted by law.

END OF RIDER B

Pima Center I - Building E / 10510.00

Earthwork, Asphalt Paving, & Site Concrete

#### RIDER C

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

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

#### (a) Workers' Compensation

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

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

Commercial General Liability (All Other Subcontractors)

Commercial Automobile Liability

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

Statutory Limits

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

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

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

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

\$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 overage 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

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.
- (c) All insurance policies required under Paragraph I 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.

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

END OF RIDER C

2nd Agreement Sent 2 weeks Jatan

PROJECT SPECIFICATIONS

FOR

THE DESIGN AND CONSTRUCTION

OF

Pima Center I - Building E

Salt River Pima-Maricopa Indian Community

Section 02200 - Earthwork

#### SECTION 02200 - EARTHWORK

#### PART 1 - GENERAL

- A. General Requirements: In accordance with Division 1 General and Special Conditions of this Project Manual.
- B. Scope: Provide all labor, materials, equipment and services necessary and reasonably incidental to complete Earthwork in accordance with Contract Documents and per "Part 4 Rider".
  - 1. Value Engineering: The bidders are requested to provide prices as shown or specified in the design drawings and specifications; however bidders are strongly encouraged to recommend cost saving design alternatives, with regard to architectural design and/or bidder's trade design. Any cost savings alternatives will not be revealed to bidder's competition.
- C. Submittals: In accordance with "Part 4 Rider" and the applicable requirements of Division 1 General and Special Conditions.

#### D. Codes and Permits:

- All work shall meet or exceed the requirements of applicable codes, rules, laws, regulations and local code enforcement officials. Any work not in conformance with codes shall be brought to the attention of Opus Project Superintendent.
- 2. Obtain permits, tests and approvals required by the municipality or any other authorized agency for completion of the work and pay necessary fees related thereto, including but not limited to air quality, dust control, stock pile, environmental, and hauling permits.
- All work shall conform to latest applicable OSHA requirements and Opus West Construction Corporation Safety Program.

#### E. Coordination:

- Subcontractor shall coordinate his work with other trades and with Opus Project Superintendent.
- 2. Schedules: Coordinate schedules with construction progress to avoid delay of the work.
- In case of conflict, the Opus Project Superintendent shall decide the proper location, arrangement or detailing, and any costs in revising or relocating equipment or material shall be at the expense of the Subcontractor responsible for the work, when locations and arrangements are made without the knowledge of the Opus Project Superintendent.
- 4. Existing utilities not indicated on the demolition plan for removal: Locate and provide protection from damage. Cooperate with Owner and utility companies for maintaining services. Do not break utility connections without notifying Opus West Construction Corporation a minimum of 48 hours in advance and providing acceptable temporary services. Repair damages to existing utilities as directed by utility company.

### F. Quality Assurance:

1. Testing and Inspection: Opus West Construction Corporation shall retain a professional soils engineer to conduct tests on the fill materials and other work under this contract. The number of tests, frequency and costs of the inspections will be the responsibility of Opus West Construction Corporation. If tests fail to meet requirements, material shall be removed, replaced and retested to comply with specifications at no additional cost to Opus West Construction Corporation.

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

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

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

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

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

- c. Remove excess excavated material, trash, debris, and waste material from site and dispose of lawfully. Burning of waste materials on site is not permitted.
- d. Repair and reestablish grades in settled, eroded, rutted, or otherwise damaged areas. In damaged compacted areas, scarify surface, reshape, and compact to required density prior to further construction.

#### 2. Drainage and Erosion Control:

- a. The site shall be maintained in a freely drained condition at all times.
- b. If required, construction of temporary drainage swales to control storm water runoff control erosion and silt runoff shall be in conformance with all governing authorities.
- c. Coordinate installation of erosion control material with overall site work. Erosion control materials shall be consistently maintained and shall remain in place until completion of the project unless directed otherwise by Opus West Construction Corporation.
- d. Locations of temporary ponding shall be approved by Opus West Construction Corporation. Temporary ponding areas shall be maintained including periodic removal of silt accumulation as required and shall remain in place until completion of the project unless directed otherwise by Opus West Construction Corporation.

#### 3. Preparation for Fill:

- a. After removal of all undesirable materials in the fill areas it shall be inspected and approved by a soils engineer.
- b. Fill depressions and voids resulting from site clearing operations. Place satisfactory soil materials and compact each layer to proper densities in accordance with soils report.
- B. Engineering: Opus West Construction Corporation will furnish the primary control points including property corners, building corners and elevation benchmarks. It is the subcontractor's requirement to accomplish any other staking necessary to bring the project to within substantial compliance of proper plan and grade. Should the control points be destroyed during the grading operations due to the subcontractor's negligence, replacing them will be the responsibility of the subcontractor.

#### C. Excavation:

- 1. Remove material encountered to obtain required sub-grade elevations, including underground structures and utilities either indicated to be removed or encountered during excavation. Unknown conditions shall be reported to Opus West Construction Corporation immediately.
- 2. Explosives: Use of explosives is not permitted, unless explicitly directed by Opus West Construction Corporation in writing.
- Provide bracing and shoring as required in excavations, to maintain sides and to protect adjacent surfaces from settlement. Comply with regulations and requirement of authorities having jurisdiction. Maintain shoring and bracing until excavations are backfilled.
- Stockpile excavated materials, off-site, as directed by Opus Project Superintendent, until required
  for backfill and fill. Stockpiled materials on-site shall be at the sole discretion of the Opus Project
  Superintendent.

- 5. Excavate for structure to elevations and dimensions shown. Extend excavation a sufficient distance to permit placing and removal of other work and to permit inspection.
- 6. Cut ground under pavements to comply with cross-sections, elevations, and grades indicated.
- 7. Any dewatering necessary during the excavation and backfill operations shall be the responsibility of the subcontractor (i.e. water table, storm run-off, broken utility lines by this Subcontractor).
- Excavation of Unsuitable Material: If unsatisfactory soil materials are encountered, continue as directed by Opus West Construction Corporation. Remove unsuitable materials in accordance with the soils report.
- 9. The slope of the excavation shall be in conformance with the soils report.
- D. Disposition of Excavated Materials: Excavated materials shall be utilized to the fullest extent allowed in the soils report and so far as the material is suitable for the construction of earthwork.

#### E. Backfill and Fill:

- 1. Place and compact acceptable soil material in layers to required elevations per soils report.
- 2. Backfill excavations as promptly as work permits.
- 3. When settlement of backfill or fill occurs, subcontractor shall remove and replace or otherwise correct detrimental conditions at no additional cost to Opus West Construction Corporation.
- 4. Parking lot and building pad areas shall be proof rolled with a loaded truck or scraper to locate soft or yielding areas. Any soft or excessively yielding material shall be stabilized or removed and replaced with controlled fill at the direction of Opus West Construction Corporation.

#### F. Grading:

- 1. Grade areas indicated with uniform levels or slopes between finish elevations to within 0.10 foot above or below required sub-grade elevations.
- Care must be taken to assure positive drainage away from the excavation perimeter and improved areas

#### G. Protection:

- 1. Protect existing structures, utilities, sidewalks, pavements, and other facilities in areas of work. Barricade open excavations and provide warning lights. Provide protection for adjacent properties as required.
- 2. Restore damaged work to condition existing prior to start of work.

# H. Streets and Highways:

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

#### PART 4 - RIDER

#### A. Scope:

- 1. Examination of Site:
  - a. The prospective Earthwork Subcontractor is expected to carefully examine the site of the proposed work. Submission of a bid is conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the plans, specifications, and contract.
  - b. Any wells, cisterns, or other underground appurtenances shall be properly removed or abandoned according to local municipal requirements. Existing septic tanks, drain fields, underground tanks, tiles, or utilities to be abandoned shall be removed and the excavations backfilled and compacted, in accordance with the soils report.
- 2. Maintenance: When it is required to transport materials in or out of the site over streets and highways, it will be the subcontractor's responsibility to maintain those roadways to such a degree that is acceptable to Contractor and all governing authorities. Any penalties assessed to Opus West Construction Corporation due to lack of maintenance will be passed on to Subcontractor.
- 3. The subcontractor shall furnish all labor, equipment, tools, and materials necessary for completion of all earthwork including but not limited to:
  - Accomplishing all work in compliance with the recommendations of the geotechnical report as submitted by Speedie and Associates, dated August 23, 2004, Project No. 041163SA.
  - b. Footing/Foundations: Overexcavate (sieving and backfill as required) all spread, linear footing and elevator pits for the project per foundation alternate #2 as defined in the Geotechnical Report (soils report). This work does not include drilling of caissons or elevator piston shafts.
  - c. Sub-grades (grades): Provide all sub-grades to within ± ½" including but not limited to, asphalt paving area, plaza fill areas, slabs-on-grade, with proper slope and cuts/shelves as required. All sub-grades and fills shall be compacted as required by the Geotechnical Report (soils report).
  - d. Continuous and final clean-up in compliance with the Salt River Pima-Maricopa Indian Community and Opus West Construction Company for work covered in this agreement.
  - e. Certification of grades, building pads, retention quantities, and record drawings.
  - f. Cutting and filling, excavation and backfill according to lines and grades on plans.
  - g. Staking destroyed by Earthwork Subcontractor will be replaced at Earthwork Subcontractor's expense.
  - h. All layout and surveying required for this scope-of-work.
  - Clearing and grubbing the site of all vegetation including trees and removal of all structures.
  - j. Offsite remove of all cleared vegetation and onsite debris.

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

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

#### B. Submittals:

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

#### C. Alternates:

- 1. None
- D. Field Quality Control: Allow testing agency to inspect and test each sub-grade and each fill or backfill layer. Do not proceed until test results for previously completed work verify compliance with requirements.
  - 1. Footing Sub-grades: Test each soil stratum to verify design bearing capacities.
  - Paved Areas and Building Slabs: At sub-grade and at each compacted fill and backfill layer, perform at least one field in-place density test for every 2,000 sq. ft. or less of paved area or building slab, but in no case fewer than 3 tests.
  - 3. Trench Backfill: In each compacted initial and final backfill layer, perform at least one field inplace density test for each 150 feet or less of trench, but in no case fewer than two tests.
  - 4. When testing agency reports that sub-grades, fills or backfills are below specified density, remove and replace soil to the depth required, re-compact, and retest until required density is obtained at no additional cost to Opus West Construction Corporation.
- E. Supervision by Subcontractor: The Subcontractor shall have a complete set of plans and specifications available on the project at all times while the work is in progress, shall assume full responsibility for supervision of the work irrespective of the amount of work sublet, and shall give the work the attention necessary to facilitate satisfactory progress to assume completion in accordance with the terms of the contract. During the life of the contract, the Subcontractor shall provide and have at all times a competent superintendent in charge of the overall project, who will be personally available at the site of work within 24 hour notice. This superintendent may be either the Subcontractor himself or a responsible employee of his who has been authorized to act in the Subcontractor's behalf. The individual shall be fully authorized to conduct all business with Contractor; to negotiate and execute change orders; to execute the orders and directions of Contractor without delay; and to promptly supply the materials, equipment, tools, labor and incidentals necessary for the prosecution of the work. At all times while work is actually being performed, the Subcontractor shall have at the site of work a competent individual who is authorized and fully capable of managing, directing and coordinating the work in progress; who is thoroughly experienced in the type of work being performed, who is capable of reading and thoroughly understanding the plans and specifications; who is authorized to receive instructions for Contractor and his representative. This individual and the superintendent having overall responsibility for the project may be one and the same person as long as he is constantly available in person on the project and is fully qualified in all other respects.

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

**END OF SECTION 02200** 

## PROJECT SPECIFICATIONS

FOR

THE DESIGN AND CONSTRUCTION

OF

Pima Center I - Building E

Salt River Pima-Maricopa Indian Community

Section 02520- Site Concrete

#### **SECTION 02520-SITE CONCRETE**

### PART 1 - GENERAL

- A. General Requirements: In accordance with Division 1 General and Special Conditions of this Project Manual.
- B. Scope: Provide all labor, materials, equipment and services necessary and reasonably incidental to complete Portland cement concrete paving, curbs and gutter, and sidewalk work in accordance with Contract Documents and per "Part 4 Rider".
  - 1. Value Engineering: The bidders are requested to provide prices as shown or specified in the design drawings and specifications; however bidders are strongly encouraged to recommend cost saving design alternatives, with regard to architectural design and/or bidder's trade design. Any cost savings alternatives will not be revealed to bidder's competition.
- C. Submittals: In accordance with "Part 4 Rider" and the applicable requirements of Division 1 General and Special Conditions.

#### D. Codes and Permits:

- 1. All work shall meet or exceed the requirements of applicable codes, rules, laws, regulations and local code enforcement officials. Any work not in conformance with codes shall be brought to the attention of Opus Project Supervisor.
- Obtain permits, tests and approvals required by the municipality or any other authorized agency for completion of the work and pay necessary fees related thereto.
- 3. All work shall conform to latest applicable OSHA requirements and Opus West Construction Corporation Safety Program.

#### E. Coordination:

- Subcontractor shall coordinate its work with other trades and with Opus Project Supervisor.
- 2. Schedules: Coordinate fabrication and/or delivery schedules with construction progress to avoid delay of the work.
- 3. In case of conflict, the Opus Project Supervisor shall decide the proper location, arrangement or detailing, and any costs in revising or relocating equipment or material shall be at the expense of the Subcontractor responsible for the work, when locations and arrangements are made without the knowledge of the Opus Project Supervisor.

#### F. Quality Assurance:

- 1. Concrete Standards: Comply with provisions of the following standards.
  - a. American Concrete Institute (ACI) 301, "Specifications for Structural Concrete for Buildings", (ACI) 305R-91, "Hot Weather Concreting with additional reference to (ACI) 304, 308, 309R, and 325.9R-91.
  - b. ACI 318, "Building Code Requirements for Reinforced Concrete".
  - c. Concrete Reinforcing Steel Institute (CRSI) "Manual of Standard Practice".

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

#### G. Close-Out:

- Warranties: Provide one (1) year written warranty in accordance with Division 1.
- H. Alternates: Provide alternate pricing as described and directed in the Bid Documents and "Part 4 Rider." Alternate pricing shall include all applicable taxes (in accordance with state and local tax codes), general conditions, and overhead and profit.

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

<u>PART 2 - PRODUCTS:</u>

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

#### A. Forms:

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

#### B. Reinforcing Materials:

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

#### C. Concrete Materials:

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

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

#### E. Materials:

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

#### F. Concrete Mixing:

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

PART 3 - EXECUTION:

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

#### A. Surface Preparation:

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

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

#### C. Placing Reinforcement:

- 1. General: Comply with Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars" for placing and supporting reinforcement.
- 2. Clean reinforcement of loose rust and mill scale, earth or other bond-reducing materials.
- 3. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
- 4. Install welded wire fabric in lengths as long as practicable. Lap adjoining pieces at least one full mesh and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.
- 5. Install fabricated bar mats in lengths as long as practicable. Handle units to keep them flat and free of distortions. Straighten bends, kinks, and other irregularities or replace units as required before placement.
- D. Joints: Comply with the requirements and recommendations of ACI 330R-13, Article 4.7.
  - 1. General: Construction contraction, construction, and isolation joints true to line with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to the centerline, unless indicated otherwise.
  - Contraction Joints: Provide weakened-plane contraction joints, sectioning concrete into areas as shown on Drawings.
    - a. Tooled Joints: Form contraction joints in fresh concrete by grooving and finishing each edge of joint with a radius jointer tool.
    - b. Sawed Joints: Form contraction joints with power saws. Cut 1/8-inch -wide joints into hardened concrete when cutting action will not tear, abrade, or otherwise damage surface before development of random contraction cracks.
    - c. Inserts: Form contraction joints by inserting pre-molded strips into fresh concrete until top surface of strip is flush with paving surface. Radius each joint edge with a jointer tool. Carefully remove strips after concrete has hardened. Clean groove of loose debris.
  - 3. Construction Joints: Set construction joints at side and end terminations of paving.
    - a. Provide preformed key way-section forms or bulkhead forms with keys.

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

#### E. Concrete Placement:

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

#### F. Concrete Finishing:

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

#### G. Concrete Protection and Curing:

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

#### H. Field Quality Control Testing:

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

#### I. Repairs and Protection:

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

#### PART 4 - RIDER

#### A. Site Concrete Scope:

- 1. Furnish all labor, materials, equipment and services necessary or reasonably incidental to complete all site concrete construction listed below as shown on the drawings. This scope shall include, but is not limited to the following:
  - a. All standard gray vertical, single, and extruded concrete curbing as shown on the drawings (site and offsite).
  - b. Subcontractor shall provide "flat curb" at bottom of ADA ramps per detail A0.3 #6 and #7.
  - c. Subgrade materials as required.
  - d. All reinforcing steel required to perform this scope.
  - e. All expansion joint materials for this Work.
  - f. All vertical and horizontal layout required for this scope of work. Contractor shall provide horizontal and vertical control.
  - g. All traffic control required to perform this Work.
  - h. Saw cutting as required.
  - i. Guaranteed concrete pricing through 9/30/08.
  - i. Subcontract price includes one (1) concrete mobilization.
  - k. Concrete material shall comply with MAG "B" 2500 psi.
  - Subcontractor is not responsible for damage caused by other trades.
- B. Submittals: Submit the following according to the Conditions of the Contract and Division 1 Specification Sections:
  - 1. Submittals within twenty-one (21) days of contract date for approval: Provide six (6) sets of Specification Data for the following:
    - Product data for proprietary materials and items, including reinforcement and forming accessories, admixtures, joint systems, curing compounds, dry-shake finish materials and others if requested by Architect.
    - b. Shop drawings for reinforcement detailing fabricating, bending, and placing concrete reinforcement. Comply with ACI 315 "Manual of Standard Practice for Detailing Reinforced Concrete Structures" showing bar schedules, stirrup spacing, bent bar diagrams, and arrangement of concrete reinforcement. Include special reinforcing required for openings through concrete structures.
  - 2. Design mixes for each class of concrete. Include revised mix proportions when characteristics of materials, project conditions, weather, test results, or other circumstances warrant adjustments.
  - 3. Laboratory test reports for evaluation of concrete materials and mix design tests.
  - 4. Material certificates in lieu of material laboratory test reports when permitted by Contractor. Material certificates shall be signed by manufacturer and subcontractor certifying that each material item complies with or exceeds requirements. Provide certification from admixture manufacturers that chloride content complies with requirements.

# Section 02520 - Site Concrete December 6, 2007

## C. Exclusions:

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

**END OF SECTION 02520** 

# PROJECT SPECIFICATIONS

FOR

THE DESIGN AND CONSTRUCTION

OF

Pima Center I - Building E

Salt River Pima-Maricopa Indian Community

Section 02510 - Asphalt Paving

### **SECTION 02510 - ASPHALTIC PAVING**

### PART 1 - GENERAL

- A. General Requirements: In accordance with Division 1 General and Special Conditions of this Project Manual.
- B. Scope: Provide all labor, materials, equipment and services necessary and reasonably incidental to complete Asphalt Paving in accordance with Contract Documents and per "Part 4 Rider".
  - 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:

- 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.
- 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.
- All work shall conform to latest applicable OSHA requirements and Opus West Construction Corporation Safety Program.

# E. Coordination:

- 1. Subcontractor shall coordinate its work with other trades and with Opus Project Supervisor.
- Schedules: Coordinate fabrication and delivery schedules with construction progress to avoid delay of the work.
- 3. In case of conflict, the Opus Project Supervisor shall decide the proper location, arrangement or detailing, and any costs in revising or relocating equipment or material shall be at the expense of the Subcontractor responsible for the work, when locations and arrangements are made without the knowledge of the Opus Project Supervisor.
- 4. Existing Utilities: Locate and provide protection from damage. Cooperate with Owner and utility companies for maintaining services. Do not break utility connections without notifying Contractor a minimum of 48 hours in advance and providing acceptable temporary services. Repair damages to existing utilities as directed by utility company.

### F. Quality Assurance:

1. Regulatory Requirements: Perform all aggregate base and bituminous paving work in accordance with the applicable sections of the standard specifications for base and pavement construction of the applicable jurisdiction where the project is located. Density for base aggregate and bituminous paving shall comply with the Specified Density Method.

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

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

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

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

### A. Project/Site Conditions:

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

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

### C. Surface Preparation:

- 1. Subgrade shall be prepared and blue-topped by Earthwork Subcontractor. Paving Subcontractor shall check the subgrade elevations to its satisfaction. Commencement of the work shall constitute acceptance of the condition of the subgrade.
- Remove loose material from compacted subgrade before applying aggregate base course. Do not begin work until unsatisfactory subgrade conditions have been corrected.
- D. Aggregate Base Course: Place and compact aggregate base course in accordance with Contract Documents, soils report and all governing authorities.

## E. Priming:

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

### F. Paving:

- 1. Place mixture, spread and strike off.
- 2. Place each lift to required grade, cross-section, and compacted thickness. Where the total bituminous section is 3 inches or greater, place in two lifts.
- Clean contact surfaces and apply tack coat to joints between old and new pavements and between successive days work.
- 4. Begin rolling when mixture will bear roller weight without displacement. Repair surface defects with hot material as rolling progresses. Cut out and patch defective areas and roll to blend with adjacent satisfactory paving. Continue rolling until maximum density attained and roller marks eliminated.
- 5. Protect paving from damage and vehicular traffic until mixture has cooled and attained its maximum degree of hardness.
- G. Paving Tolerances: In-place, compacted, hot-mixed asphalt paving will not be acceptable if exceeding the following tolerances:
  - 1. Thickness of Aggregate Base Course: Not more than plus or minus one-half (1/2) inch.
  - 2. Thickness of Asphaltic Paving: Not more than plus or minus one-quarter (1/4) inch.
  - 3. Surface Smoothness: Not more than 3/16 inch when measured with a 10-foot straightedge.
  - 4. The finished bituminous surface shall be free of standing water and drain in accordance with the grading plan.

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

# PART 4 - RIDER

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

**END OF SECTION 02510** 

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

Daginal

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

# **Concrete Exclusions / Qualifications**

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

Anicona preliminary twenty day notice
in accordance with arizona revised statutes section 33-992.01,
this is not a lien and this is not a reflection on the integrity of any contractor or subcontractor.

REFER TO OPUS JOB # 10510.00

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

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

### NOTICE TO PROPERTY OWNER

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

1. Requiring your contractor to furnish a conditional waiver and release pursuant to Arizona Revised Statutes section 33-1008, subsection D, paragraphs 1 and 3 signed by the person or firm giving you this notice before you make payment

to your contractor.

2. Requiring your contractor to furnish an unconditional waiver and release pursuant to Arizona Revised Statutes section 33-1008, subsection D, paragraphs 2 and 4 signed by the person or firm giving you this notice after you make payment to your contractor.

3. Using any other method or device that is appropriate under the circumstances.

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

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

# ADDITIONAL NOTICE TO PROPERTY OWNER AND ALL INTERESTED PARTIES

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

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

C. Original, General or Reputed Contractor:

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

17132534

YOU ARE HEREBY NOTIFIED THAT THE CLAIMANT:

17132534

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

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

LABOR, MATERIALS, EQUIPMENT FOR GRADING, CONCRETE & PAVING.
In the construction, alteration or repair of the building, structure or improvement located at:
OPUS PIMA CENTER I, BUILDING E
9180 E VIA DE VENTURA
SCOTTSDALE, AZ 85258

Information concerning the legal description of the jobsite:

PLEASE SEE ENCLOSED SHEET. THANK YOU

The above information needs verification if a lien is filed.

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

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

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

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

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

X SIGNATURE AND TITLE ON FILE (signature) (title)

for CONSTRUCTION 70 INC

DATED AND

MAILED THE 08TH DAY OF DEC, 2007

Prepared and sent by:

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

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

Fax: 6024687090

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

PROJECT:

Name: Opus Pima Center I - Building E

Address: 9180 E. Via de Ventura

Scottsdale, AZ 85258 Ref. Opus Job No.: 10510.00

OWNER:

Name: PC-101, Inc.

Address: c/o Opus West Corporation

2555 E. Camelback Road, Suite 800

Phoenix, AZ 85016

Phone: (602) 468-7000

CONTRACTOR: Name:

OPUS WEST CONSTRUCTION CORPORATION

Address: 2555 E. Camelback Road, Suite 800

Phoenix, AZ 85016

Phone: (602) 468-7000 / FAX: (602) 468-7010

Contacts: Senior Project Manager:

Craig Zupancic

(602) 468-7025

Associate Project Manager:

Vincent Genetti Ryan Hulett (602) 468-7035 (602) 468-7064

Associate Project Manager: Project Superintendent:

TBD

Administrative Assistant:

Jennifer Brinker Whitney Le (602) 468-7075 (602) 468-7049

Project Accountant: (all invoicing & issurance):

FOR PRELIMINARY USE ONLY

LENDER:

Name: Bank of America, N.A.

Address: 201 W. Washington Street, 22nd Floor

Phoenix, AZ 85004

Contact: Nancy Alonzo

### FOR PRELIMINARY USE ONLY

# LEGAL DESCRIPTION:

### OPUS PIMA CENTER I – BUILDING E SCOTTSDALE, ARIZONA

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

Commencing at a GLO cap at the North Quarter corner of said Section 31; thence S00°01'13"E (an assumed hearing), along the East line of the Nortwest 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 fcot; thence S89°53'17"E for a distance of 905.94 feet; thence S00°00'00"W for a distance of 415.59 feet to the Point of Beginning;

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

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

This sheet outlines the information Joyce's Services Corporation needs from your from when you request us to prepare a opied and then completed to request a L ce by fax or mail, or it can be used as preliminary notice for you. It can a guide when calling in a request by phone. Please be sure your company information is correct, as this is the way it will appear on the notice. Page of **Notice Request Form CUSTOMER** #1713 1. Name of your firm: Ox Jos # 1596 Phone # 480-898-7070 CONSTRUCTION 70 INC. Fax # 480-898-7072 P O BOX 62345 PHOENIX, AZ. 85082 Person requesting notice: TRACEY IF THIS IS A REQUEST FOR AN ADDITIONAL AMOUNT for a previous notice, please give us the following information: A. Previous notice number: C. Additional estimated dollar amount: B. Previous estimated dollar amount: D. Total estimated dollar amount (B + C): IF THIS IS A NEW NOTICE REQUEST, please complete the following: 2. Name, address, location, description of the project: 3. Name, address, phone number, contact person of the Opus Pine Center I - Bion E' firm with whom you have a contract (who is paying you for this work or materials): 9180 E. VIA DE VENTURA ORUS WEST CORP 2555 & CAMELBACK RO # 800 PHOBANX AZ. BSONG SCOTTSORIE AZ 85258

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

5. Your estimated dollar amount for the project:
6. Date

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

first delivered to the site:

602 d68 7000

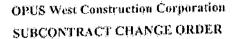
7. Any other information that your firm has about the project. It is important that you give us any information that you have concerning the owner for the project, general contractor, lender, and/or legal description.

CONSTRUCTION MANAGER:

ICES CORPORATION

). BOX 27388 / TEMPE, ARIZONA 85285-7388 0) 820-3343 / Fax (460) 820-5862







03/25/2009 6 Earthwork, Asphalt Paving, & Site Concrete

CON-10510.00-16

02200, 02510, & 02520

6 | 6 | 6 | 12/86/2007

PROJECT: Pinsa Center I - Building B

9180 E. Via de Ventura Scortsdale, AZ 85258

d, Inc.

CHANGE DETAILS Amount Description Item Subconfructor shall provide all labor, material, skill and equipment necessary or required to \$1,560,00 remove standing water from the parking tot following the rain event of February 7-9 as referenced in Subcontractor's Request for Change Order dated Pebruary 17, 2009. pen T 52,873.00 Subcontractor shall provide all labor, material, skill and agripment necessary or required to 2 remove and dispose of existing asphalt at the Via De Ventura driveway, repaye the area, and pour a new concrete manhole ring as referenced in Subcontractor's Request for Change Order dated March 5, 2009. \$16,300,00 @ Subcontractor shall provide all labor, material, skill and equipment necessary or required to evaluate the stability of the sub-grade following the rain event of February 7-9 and remove unstable sub-grade material and replace with ABC. Contractor and subcontractor agreed beforehind that the price for this work would be T&M with a guaranteed maximum price of \$16.900 as referenced in Subcontractor's Request for Change Order dated March 5, 2009. 521,233.00

# SCHEDULE

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

| ONTRACT SUMMARY                   | 44 1 45  | This Change Order | Current Contract Amount  |
|-----------------------------------|--|-------------------|--|
| Cost Code                         | Previous Amount  |                   | The state of the s |
| 10510.00-B20-01451.00-S           | \$26,500,00  | \$0.00            | \$26,500,00  |
| 10510.00-B20-02240.00-S           | \$0.00   | \$1,560,00        | \$1,560.00   |
|                                   | \$129,468.00   | \$16,800.00       | \$146,268.00   |
| 10510.00-B20-02300.00-S           | \$85,290.00  | \$0.00            | \$85,290.00  |
| 10510.00-820-02410.00-5           | \$257,435,00   | \$2,873.00        | \$260,308.00   |
| 10510.00-B20-02510.00-S           | \$4,400.00   | \$0.00            | \$4;400.00   |
| [05]0,00-B20-02580:00-S           | \$8,932.00   | \$0.00            | \$8,932.00   |
| 10510.00-1340-03100.00-S          | \$512,025.00   | \$21,233.00       | \$533,258.00   |
| Griginal Centract Amount          |  |                   |  |
| Previously Approved Change Orders |  |                   |  |
|                                   |  |                   |  |
| Amount this Change Order          | Americal binim or the minime of the soldist books decommend and the excession of excession and the soldist sol |                   | Man 1 for market   |
| Contract Amount to Date           |  |                   |  |

ACKNOWLEDGEMENT
Plense sign and return all original corples
Construction 70. Inc.

OPUS West Construction Corporation

Vincent Genetti

4/8/25

Printed Name

4/2/09 Date

Printed Name

Date



# OPUS West Construction Corporation SUBCONTRACT CHANGE ORDER

Earthwork, Asphol

CON-10510.00-16

02200, 02510, & 02520

Change Order Date:

Change Order #:

12/06/2007

To Subconimet Agreement dated.

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

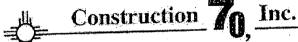
03/25/2009

PROJECT: Pippa Center! - Building E

9180 E. Via de Ventura Scotisdate, AZ 85258-

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

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





Warranty / Guarantee

Construction 70. Inc.

GUARANTEE FOR:

OPUS WEST CONSTRUCTION CORP

WE HEREBY GUARANTEE:

Paving & Concrete

WHICH WE HAVE INSTALLED AT:

Pima Center I, Building E Job # 10510.00

9180 East Via De Ventura

Scottsdale, Arizona,

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

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

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

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

Signed:

cky Eischen. Vice President

Date:

March 24, 2009



March 24, 2009

Via Fax: 480-898-7072

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

Re: Close-Out Requirements for the following project: Pima Center I, Building H, Job #10510.00

9180 E. Via de Ventura, Scottsdale, AZ 85258

Dear Jeff:

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

1. Product Data for all equipment and materials.

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

Include four (4): 8 3/2" x 11" copies (reduce the documents as needed, not drawings) of each item. Incomplete or incorrectly prepared documents will be returned for correction.

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

Sincerely,

# OPUS WEST CONSTRUCTION CORPORATION

# Laura Haasch

Laura Haasch Senior Administrative Assistant

Copy: File

Dishal Project Curant Project (Prince Cortor I - 916) E<sub>2</sub>105 (E30) Core Culticulor market Closeout Le



# OPUS West Construction Corporation SUBCONTRACT CHANGE ORDER

Change Order Date:

03/25/2009

Earthwork, Asphalt Paving, & Site Concrete

CON-1051R00-16

Change Order #:

6

02200, 02510, @ 02520

To Subquetract Agreement dated:

12/06/2007

PROJECT: Pima Center ( - Building b.

9180 E. Via de Ventura Scottsalate. AZ 85258

TO: Construction 70, Inc. 3620 S. 40th Street Photoma, AZ 83040

Reference this change order munber on all Application for Payment documents,

The work revered by this Subcontract Change Order will be performed under the same terms and conditions as those in the Subcontract Agreement Subcontracted agrees this Subcontract Change Order is inclusive of all Subcontracter'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.

Page 2 of 2



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

Change Order Date:

02/23/2009

Earthwork, Asphali Paving, & Site Concrete

CON-10510.00-16

Change Order #:

5

02200, 02510, & 02520

To Subcontract Agreement dated:

12/06/2007

PROJECT Pima Center 1 - Building E

9180 E. Via de Ventura

Scottsdale, AZ 85258

Construction 70, Inc.

3620 S. 40th Street Phoenix, AZ 85040

CHANGE DETAILS

Item Description

Amount

Subcontractor shall furnish all skill, labor, material and equipment necessary or required to install 8" gray concrete sidewalks which pass through asphalt paving in eleven locations. Subcontractor shall use 4000 psi concrete reinforced with fiber. Saw cutting and removal of asphalt for this added scope-of-work is included in base subcontract.

\$8,932.00

\$8,932.00

SCHEDULE

Completion dates of original contract will not be adjusted, unless noted berein.

CONTRACT SUMMARY

| Cost Code                | Previous Amount | This Change Order | Current Contract Amount |
|--------------------------|-----------------|-------------------|-------------------------|
|                          | \$26,500.00     | \$0.00            | \$26,500:00             |
| 10510.00-B20-01451.00-S  | \$129,468.00    | \$0.00            | \$129,468.00            |
| 10510:00-B20-02300.00-S  | \$85,290.00     | \$0.00            | \$85,290.00             |
| 10510.00-1320-02410.00-5 | \$257,435.00    | \$0.00            | \$257,435.00            |
| 10510.00-B20-02510.00-S  | \$4,400.00      | \$0.00            | \$4,400.00              |
| 10510.00-B20-02580.00-S  | \$0.00          | \$8,932.00        | \$8,932.00              |
| 10510.00-B40-03100.00-S  | \$503,093.00    | \$8,932.00        | \$512,025.00            |
|                          |                 |                   |                         |

Original Contract

Previously Approved Change

Amount this Change

Contract Amount to

\$467,730.00

\$35,363.00

\$8,932.00

\$512,025.00

ACKNOWLEDGEMENT

Please sign and driginal copies

Cons

OPUS West Construction Corporation

Vincent Genetti Printed Name

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

The work covered by this Subconfract Change Order will be performed under the same terms and conditions as those in the Subconfract 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,







# DUBCONTRACTOR APPLICATION FOR PARMENT

|  | Pima Canter I - Building E   |   | Project Nu  |  | 10510                                  |  | Marie Commence of the Commence |   |
|--|--|---|---|--|--|--|--|---|
| ian Same:<br>cantraciór:   | Construction 70, Inc.  |   | Outc of Ap  | plication:   | ·************************************* |  |  |   |
| plier fi   | 130,6832   |   |   |  |  |  |  |   |
| lress:   | 3620 S. 4005 Secol (PÚ Box 62)   | 345 <sub>,</sub> 85G82)   | Applicatio  | n Numbera  | en                                     |  |  |   |
|  | Phoenia, AZ 85040  |   | Period Fre  | 1 <b>11</b> 1:   |  | Period 'I  | 6;   |   |
|  | (480) 898-7070   |   |   |  |  |  |  |   |
| ne :<br>nittance Address :   | CIPUS West Construction Co   | aperation   |   |  |  |  |  |   |
| Hillmiri, samurus r  | Aun : Accounts Feyable   |   | •   |  |  |  |  |   |
|  | 2555 East Carrielltzack Road,  | Suite 800   |   |  |  |  |  |   |
|  | Phoenia, AZ 85516  |   |   |  |  |  |  |   |
| annicani i compre a n'affita 60 R.   | i a Tritan   |   |   |  |  |  | - CO. 4 SC - COM.  | 1   |
| NTRACT INFORM  | ITEM   |   | SALES T   | AN (S)(if applies  | ible)                                  | TC   | )TAL (S)   | ·   |
| GONAL CONTRAC  | T AMOUNT   |   |   |  |  |  | \$467,730.00   |   |
|  | ANGE ORDER thru# 5   |   |   |  | 1                                      |  | \$44,295,00  | l l   |
|  |  | 2   |   |  |  | ***************************************  | \$512,025.00   | -5.40 × × · · · · · · · · · · · · · · · · · |
|  | CONTRACT AMOUNT TO DA  | II; TUTAL   |   | ***************************************  |  |  |  |   |
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|  | llings (previous req's time C)   |   | \$  | XII  | AND THE STREET                         |  | •  |   |
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| Current Gross 2  PPLICATION SRI  BIS SECTION MUS   | noount Completed This Period SÜBCONTRAG HY: DATE;  | FOR THIS PAYMENT CurrentConstant  | S   | SSED BY OPU  |  | Percent<br>Complete  | Roinnoge This<br>Application   |   |
| Current Gisise 2   | account Completed This Period SCBCONTRAC BY: DATE; AKDOWN T BE COMPLETED IN ORDER  | CTOR: CORE  | S nuction 70, Inc.  TTO BE PROC!  Wast Co                             | ESSED BY OPCOMPLETE  | S Fetal Wark                           | Pgrocal.   | Roininge This  | Nes Faymen                                  |
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| Current Gross &  PPLICATION SRI  PPLICATION MUS  Account Code  Account Code  0510.00-820-01452.00-   | Description  BE COMPLETED IN ORDER  Description  BE Earthwerk-Survey - Subcontract  Be Earthwork - Subcontract   | FOR THIS PAYMENT  Current Consust  Amount   | 5 ruction 70, Inc. FTO BE PROC! Work Co                               | ESSED BY OPCOMPLETE  | S<br>Fotal Work<br>Elempiese           | Percent<br>Complete  | Roininge This  | Nes Faymen                                  |
| Current Griss 2  PPLICATION BRI  PIS SECTION MUS  Account Gode   | DATE:  AKDOWN T BE COMPLETED IN ORDER  Description  Be Earthwest-Survey - Subcontract  Baythwest-Survey - Subcontract  Carb & Gunn-Cl? -  Subcontract  | FOR THIS PAYMENT  CurrentConscuer  Amount  126,330,03  V179,468,00  485,296,00                              | 5 ruction 70, Inc. FTO BE PROC! Work Co                               | ESSED BY OPCOMPLETE  | S<br>Fotal Work<br>Elempiese           | Percent<br>Complete  | Roininge This  | Nes Faymen                                  |
| Current Gross &  PPLICATION SRI  PPLICATION MUS  Account Code  Account Code  0510.00-820-01452.00-   | DATE:  ARDOWN T BE COMPLETED IN ORDER  Description  BE Earthwest-Survey - Subcontract  Barthwest-Survey - Subcontract  Caro & Gunn-C19 - Subcontract   | FOR THIS PAYMENT  CERTALICORNAL  Amount  126,380,09   | 5 ruction 70, Inc. FTO BE PROC! Work Co                               | ESSED BY OPCOMPLETE  | S<br>Fotal Work<br>Elempiese           | Percent<br>Complete  | Roininge This  | Nes Faymen                                  |
| Current Gross 2  PPLICATION BRI  PHS SECTION MUS  Account Gods  0510,00-820-01452,04- 0510,00-820-02410,06-  | Description  Earthwest-Survey - Subcontract  Earthwest-Survey - Subcontract  Cart & Gamp-CP - Subcontract  Cart & Gamp-CP - Subcontract  Earthwest-Survey - Survey - Subcontract  Earthwest-Survey - Subcontract  Earthwest-Survey - Subcontract  Earthwest-Survey - Survey - Surve | FOR THIS PAYMENT  CurrentConscuer  Amount  126,330,03  V179,468,00  485,296,00                              | 5 ruction 70, Inc. FTO BE PROC! Work Co                               | ESSED BY OPCOMPLETE  | S<br>Fotal Work<br>Elempiese           | Percent<br>Complete  | Roininge This  | Nes Faymen                                  |
| Current Gross &  PPLICATION BRI  PPLICATION BRI  HIS SECTION MUS  Account Gods  0510.03-820-0452.00-  0510 0518-20-823-02410.00-  10510.00-820-82510.00-  10510.00-820-02500.00-   | Bartimeric Survey - Subcontract  Schematical Private Survey - Subcontract  Bartimeric Survey - Subcontract  Schematical Private Subcontract  Presented Survey - Subcontract  Schematical Survey - Subcontract  | FOR THIS PAYMENT  Current Constnet Amount  126,380,03  1129,468,00  5257,435,00                             | 5 ruction 70, Inc. FTO BE PROC! Work Co                               | ESSED BY OPCOMPLETE  | S<br>Fotal Work<br>Elempiese           | Percent<br>Complete  | Roininge This  | Nes Faymen                                  |
| Current Gross 2  PPLICATION BRI  PHS SECTION MUS  Account Godé  05 (0.03-823-01452.00- 05 (0.03-823-02410.00- 05 (0.05-823-02410.00- 05 (0.05-823-02410.00- 05 (0.05-823-02410.00- | Bartimeric Survey - Subcontract  Schematical Private Survey - Subcontract  Bartimeric Survey - Subcontract  Schematical Private Subcontract  Presented Survey - Subcontract  Schematical Survey - Subcontract  | FOR THIS PAYMENT  Current Constnet  | 5 ruction 70, Inc. FTO BE PROC! Work Co                               | ESSED BY OPCOMPLETE  | S  Feral Wark L'emplese  F- G          | Percent<br>Complete  | Roiminge This<br>Application   | Net Foymen;                                 |
| Current Gross &  PPLICATION BRI  PPLICATION BRI  HIS SECTION MUS  Account Gods  0510.03-820-0452.00-  0510 0518-20-823-02410.00-  10510.00-820-82510.00-  10510.00-820-02500.00-   | DATE:  ARDOWN T BE COMPLETED IN ORDER  Barthwerk-Survey - Subcontract  Subcontract  Barthwerk-Survey - Subcontract  Subcontract  Subcontract  Subcontract  | FOR THIS PAYMENT  Current Constant Amount  126,330,63  V129,468,00  \$257,438,00  \$4,408,00  \$8,932,00    | 5 ruction 70, Inc. FTO BE PROC! Work Co                               | ESSED BY OPCOMPLETE  | S<br>Fotal Work<br>Elempiese           | Percent<br>Complete  | Roininge This  | Nes Faymen                                  |
| Current Gross &  PPLICATION BRI  PPLICATION BRI  HIS SECTION MUS  Account Gods  0510.03-820-0452.00-  0510 0518-20-823-02410.00-  10510.00-820-82510.00-  10510.00-820-02500.00-   | DATE:  ARDOWN T BE COMPLETED IN ORDER  Barthwerk-Survey - Subcontract  Subcontract  Barthwerk-Survey - Subcontract  Subcontract  Subcontract  Subcontract  | FOR THIS PAYMENT  Current Conscient Amount  126,330,63  \$129,468,00  \$257,435,00  \$4,408,80  \$81,205,00 | S nuclian 70, Inc.  TO BE PROCI  Work Co  From Previous Application   | ESSED BY CPC. Impleted This Period   | S  Feral Wark L'emplese  F- G          | Percent<br>Complete  | Roiminge This<br>Application   | Net Foyment                                 |
| Current Gross &  PPLICATION BRI  PPLICATION BRI  HIS SECTION MUS  Account Gods  0510.03-820-0452.00-  0510 0518-20-823-02410.00-  10510.00-820-82510.00-  10510.00-820-02500.00-   | DATE:  ARDOWN T BE COMPLETED IN ORDER  Barthwerk-Survey - Subcontract  Subcontract  Barthwerk-Survey - Subcontract  Subcontract  Subcontract  Subcontract  | FOR THIS PAYMENT  Current Conscient Amount  126,330,63  \$129,468,00  \$257,435,00  \$4,408,80  \$81,205,00 | 5 ruction 70, Inc.  f TO BE PROCI  Wast Co  From Provious Application | ESSED BY CPC. Impleted This Period   | S Fetal Wark L'emplese                 | Percent<br>Complete  | Retainage This. Application  | Net Foyment                                 |

Page



February 24, 2009

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

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

Project:

Pima Center I - Building E

Address:

9180 E. Via de Ventura Scottsdale, AZ 85258

Attached is:

CHANGE ORDER NUMBER: 5

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

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

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

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

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

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

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

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

Printed On: 02/24/2009

Page

1



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

Change Order Date:

02/06/2009

Earthwork, Asphalt Paving, & Site Concrete

CON-10510,00-16

Change Order #:

4

To Subcommed Agreement dated:

02200, 02510, & 02520

12/06/2007

PROJECT Pima Center I - Building E

9180 E. Via de Ventura

Scottsdale, AZ 85258

TO: Construction 76, Inc.

3620 S, 40th Street Phoenix, AZ 85040

| ACT I  | IN R CALLED   | Aniount                   |
|--------|---|---------------------------|
| ltem   | Description Description   | \$9,300,00                |
| ]      | Subcontractor shall furnish all skill, labor, material and equipment necessary or required to remove    | Ch. A de Anna Constante m |
|        | 12" of wet sub-grade material in three locations, install geo labrie at bottom of excavation, and fill  |                           |
|        | with time treated ABC.  | \$2,860,00                |
| 9      | Subcontractor shall furnish all skill, labor, material and equipment necessary or required to use 6" of | 92,00040                  |
| ش<br>د | lime treated ABC under paving in lieu of regular ABC.   | \$19 166 06               |

# SCHEDULE

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

| CONTRACT SUMMAR) | CONTR | ACT | SEMMA | RY |
|------------------|-------|-----|-------|----|
|------------------|-------|-----|-------|----|

| Cost Code                | Previous Amount              | This Change Order | Current Contract Mudain |
|--------------------------|------------------------------|-------------------|-------------------------|
|                          | \$26,500,00                  | \$0.00            | \$26,500.00             |
| 10510.00-B20-01451.00-S  | \$120,168,00                 | \$9,300.00        | \$129,468.00            |
| 10510.00-B20-02300.00-S  | \$120,100,000<br>\$85,290,00 | \$0.00            | \$85,290.00             |
| 10510.00-B20-02410.00-S  | \$254,575,00                 | \$2,860.00        | 5257,435,00             |
| 10510.00-B20-02510.00-S  | \$234,37,300<br>\$4,400.00   | \$0.00            | \$4,400.00              |
| 10510:00-B20-02580:00-\$ | \$490,933.00                 | \$12,160.00       | \$503,093,00            |
|                          |                              | •                 |                         |

Original Contract

\$467,730.00 \$23,203.00

Previously Approved Change

\$12,160.00

Amount this Change Contract Amount to

\$503,093.00

freturn ally original copies Please

OPUS West Construction Corporation

Vincent Genetti

Printed Name

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

The work covered by this Subcontract Change Order will be performed under the same terms and conditions as those in the Subcontract Agreement, agrees this Subcontract Change Order is inclusive of all Subcontractor's claims for additional compensation for work heretofore authorized or perfo

the scope of the Subcontract Agreement as amended this date. No other claims will be accepted by Contractor







# SURCONTRACTOR APPLICATION FOR PAYMENT

|                         | e se ve es e                                 |  | Project N                              | umber:   | 19510  |  |  |  |
|-------------------------|--|--|--|--|--|--|--|--|
| a                       | Pion Center ( - Building E                   |  |  | aplication:  | <del>,,</del>  | Jan Marie Communication Commun |  | W.W-410.4  |
|                         | Construction 70, Inc.                        |  |  |  | ~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~   |  |  | COMPANIENCE IN .   |
| iplier#!                | 100652                                       | * 45 - 131 cmm (v. 4.7. VSUS   | n Amilicati                            | na Number:   |  |  |  |  |
| dress:                  | 3620 S. 40th Street (PO Box 62               | 365 THOSERS, MY, 62622   | Period Fr                              |  | SUMMERT OF THE PROPERTY OF THE | Period '   | To:  |  |
|                         | Phoenix, AZ 85040                            | A CONTRACTOR OF THE PARTY OF TH | 1.011041.1                             |  | 4,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,  |  |  |  |
| me:                     | (ABI) 809-2010                               |  |  |  |  | ľ  |  |  |
| mittance Address :      | OPUS West Construesses Co                    | အင်လုံးမျိန်ရာ   |  |  |  |  |  | AND SOMEON AND ASSESSMENT OF THE PROPERTY OF T |
|                         | Aun: Accounts Payable                        |  |  | *  |  | Pro a della  | TW ees   | 1) C namo  |
|                         | 2355 Fast Camellinek Hoad,                   | Since S(R)   |  |  |  |  | JU FEB   | 26 2000  |
|                         | Phoensk, AZ 85016                            |  |  |  |  | -  |  |  |
| NTRACT INFORM           | LATION                                       |  |  |  |  |  |  | KINEL  |
| N 1124C 1 (711) 5 (311) | ITUM   |  | SALEST                                 | 'AN (\$) (if applied   | able)  | 18   | OTAL(S)  |  |
| IGNAL CONTRAC           | T AMOUNT                                     |  |  |  |  |  | \$467,730.00   |  |
|                         | ANGE ORDER (lan # 4                          |  |  |  |  |  | \$35,363.00  |  |
|                         | 2014   | The state of the s |  |  | ·  |  | 5503,093.00  |  |
| ſ                       | CONTRACT AMOUNT TO DA                        | TETOTAL  |  | was square and the same of   |  | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,   | Market de La Carte   |  |
| PLICATION INFO          | RMATION                                      |  |  |  |  | •  |  |  |
| Total Completed         | •  |  | 5                                      |  | *****  |  |  |  |
|                         | 10 5   |  |  | **************************************   |  |  |  |  |
| Less Retainage          | Market 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 |  | ****                                   |  |  | 5  | COMMUNICATION OF THE PROPERTY  |  |
|                         | Retainage (A - B)                            |  | S                                      |  |  |  |  |  |
|                         | llings (previous reg's line C)               | -  | 2                                      | eraporario   |  | 5  |  |  |
| Current Paymen          |  |  | r                                      |  |  | * was a second and a second of the   | wywasia a canana na kamana |  |
| Balance to Finish       | i, Pjus Retsinage (H - A + B)                |  |  | and the second s |  |  |  |  |
| Current Gross A         | mount Completed This Period                  |  | TA PLANTING INC.                       |  | •••  | ,  | r  | o area   |
|                         | SUBCONTRAG                                   | COOS! Coos!  | netion 70, the.                        |  |  |  | Supplier #: 100  | 6852   |
|                         | BY:  | <del></del>  |  |  |  |  |  |  |
|                         |  |  |  |  |  |  |  |  |
|                         | DATE:  |  | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, |  |  |  | ***************************************  | <del></del>  |
| PERCATION BERG          | <u>AKDOWN</u>                                |  | e med nam najväče                      | SECETARY (1911)  | ų  |  |  |  |
| 118 SECTION MUST        | BE COMPLETED IN ORDER                        | FOR THIS PAYMENT   | O de risos.                            | COOKING TO CO  | · ·  |  |  |  |
|                         |  |  | Weak Co                                | ampicicis  |  |  |  |  |
| Agusum Code             | <ul> <li>Description</li> </ul>              | CurrentContract  | From                                   |  | Total Work   | Percent  | Retainage This   | Nat Paymont  |
| Manual Cons             | Day, a spann                                 | Amount   | Previous<br>Application                | This Period  | Complete   | Consplete  | Application  |  |
|                         |  |  | orbanesions :                          |  | 1-0  | AIN  |  | 6-R  |
|                         |  | \$26,580.03  |  |  | 4 - 11   | 1  |  |  |
| 1518 to 4520-01451.00 S | . Umbwerk-Spreey - Subsummes                 | \$20,280,03  |  |  |  | <u> </u>   |  |  |
| s10,08-728-02300.80-8   | Gardwerk - Subcommet                         | \$139,468.00   |  |  |  |  |  |  |
| 5514.00-B20-32410.00-5  | Curb & Gimer-City                            | 185,290.00   |  |  |  |  |  |  |
|                         | Subcouract                                   | 1257,435,00  | ·                                      |  | <u> </u>   | -  | <u> </u>   |  |
| 0510.694-820-02510-90-S | Binnenners Paving -<br>Saltscorract          | 753 da 2500s   |  |  |  |  |  |  |
| 0510.06-B26-07580.08-5  | Povement Markings -                          | \$4,400.00   |  |  |  | 1  |  |  |
|                         | Subcisitaci                                  | \$503,093.00   |  |  |  | <del>                                     </del>   |  |  |
|                         | 'Tana'                                       |  |  | - G  | Α  | J  | E  | <u>k</u>   |
| The s                   |  |  | Appro                                  | ed By:   | A  |  | 234  |  |
| Intered By :            | Accounting                                   | Date   | -                                      |  | Pro  | deci Manager   | ļ.   | Date   |
|                         | 2 2 4 1119 148 C 1844                        |  |  |  |  |  |  |  |



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

Change Order Date:

01/22/2009

Earthwork, Asphalt Paving, & Site Concrete

CON-10510.00-16

Change Order #:

3

02200, 02510, & 02520

To Subcontract Agreement dated:

12/06/2007

PROJECT Pinn Center I - Building E

9180 E. Via de Ventura

Scousdale, AZ 85258

TO: Construction 70, Inc.

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

Phoenix, AZ 85040

CHANGE DETAILS

Amount

\$23,203.00

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

\$23,203,00

SCHEDULE

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

| CONTRACT SUMMARY | ė in | NTR | CT | SUMMA | RY |
|------------------|------|-----|----|-------|----|
|------------------|------|-----|----|-------|----|

| . and an entire of                     | This Change Order   | Current Contract Amount   |
|--|---|---|
|  |   | \$26,500.00   |
| <b>y</b>                               |   | \$120,168,00  |
| •                                      |   | \$85,290.00   |
| •                                      | 46 4 4 4 4 4  | \$254,575,00  |
|  |   | \$4,400.00  |
| ************************************** |   | \$490,933.00  |
|  | .mount<br>,500.00<br>,168:00<br>,290.00<br>,372.00<br>,400.00 | ,500.00 \$0.00<br>,168.00 \$0.00<br>,290.00 \$0.00<br>,372.00 \$23,203.00<br>,400.00 \$0.00 |

Original Contract

Previously Approved Change

Amount this Change

\$467,730.00

\$0,00

\$23,203.00

\$490,933.00

Contract Amount to

**CCKNOWLEDGEMENT** 

OPUS West Construction,

Vincent Genetti Printed Name

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

Printed On: 01/26/2009 , DECEIVED FER 2.0 2009







# OPUS West Construction Corporation SUBCONTRACT CHANGE ORDER

| Change Order Datë:  | 01/22/2009   |   | Earthwork, Aspl  | halt Paving, & Site Concrete. CON-10510.00-16 |
|---|--|---|--|---|
| Change Order #:   | 3  |   |  | 02200, 02510, & 02520                         |
| To Subcontract Agreement dated:  TO: Construction 70, Inc.  3620 S. 40th Street (PC Phoenix, AZ 85040 | 12/06/2007<br>-<br>) Box 62345, Phoenix, 85082)  |   | Pima Center 1 - Building E<br>9180 E. Via de Ventura<br>Scotisdale, AZ 85258 |   |
| Change Order #2, the resulting from a characterist Subs   | cations & Clarifications items<br>is Change Order adjusts the co<br>age in the Project's schedule di<br>outract price adjustment is inc<br>acrete (U2520) escalation due | ntract price for<br>cumented in C<br>lusive of all Ea | hange Order #2. Subcontractions<br>withwork (02200), Asphalt Pa              | stor  |
|   |  |   | ·  | \$23,203.00                                   |
| SCHEDULE Completion date of original contra   | act will not be adjusted, unless no  | red berein.   |  |   |
| CONTRACT SUMMARY  |  |   | This Change Order  | Current Contract Amoun                        |
| Cost Code   | Previous Am  |   | SO.00  | \$26,300.0                                    |
| 10510.00-B20-01451.00-S   | \$26,50  |   | \$0,00   | \$120,168,00                                  |
| 10510.00-B20-02300.00-\$  | \$120,16<br>\$85,29  |   | \$0.00   | \$85,290.00                                   |
| 10510.00-B20-02410.00-S   | \$231,33   |   | \$23,203,00  | \$254,575.00                                  |
| 10510.00-B20-02510.00-S   | · \$4.44   |   | \$0.00   | \$4,400.00                                    |
| 10510.00-B20-02580.00-S   | \$467.73   |   | \$23,203.00  | \$490,933.0                                   |
|   |  |   |  | \$467,730.0                                   |
| Original Contract   |  |   | •  | \$0,0   |
| Previously Approved Change  | 1  |   |  | \$23,203,6                                    |
| Amount this Change  | •  |   |  | \$490,933.4                                   |
| Contract Amount to  |  |   |  | ज्यां के के देव के किया है।<br>-              |
| ACKNOWLEDGEMENT   | ·  |   |  |   |
| Please sign and return all original   | copies   |   |  |   |
| Construction 70, Inc.   |  | OPUS We   | est Construction Corporation   |   |

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



January 23, 2009

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

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

Project:

Pima Center 1 - Building E

Address:

9180 E. Via de Ventura

Scottsdale, AZ 85258

Attached is:

CHANGE ORDER NUMBER: 3

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

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

No payment will be processed until these required documents are on flie

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

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

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

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

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



# SUBCONTRACTOR APPLICATION FOR PAYMENT

| roject Name:   | Pinta Center to Deading to   |  | Project.   |   | 10510                                  |                            |  |  |
|--|--|--|--|---|--|----------------------------|--|--|
| ubcontractor:  | Consession 70, luc.  |  | Date of A  | pplication                              |  |                            |  | <del>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</del> |
| upplier #:   | 10006852   |  | in the same of |   |  |                            |  |  |
| dåress   | 3620 S. 40th Street (PO Basic  | 52345; Phoenix, AZ 850   | 382) Applicat  | ion Number:                             |  |                            |  |  |
|  | Phoenix, AZ 85040  |  | Period F   | rome                                    |  | Period                     | T'u:   |  |
| hone :   | (480) \$98-7050  |  | Malander California  |   |  |                            |  | •  |
| vasiriance Address :   | OPOS West Construction C   | imporation   |  |   |  |                            |  |  |
|  | Ann : Accounts Payable   |  |  |   |  |                            |  |  |
|  | 2555 East Camethack Road   | , Snite 800  |  |   |  |                            |  |  |
|  | Phoenix, AZ 83016  | •  |  |   |  |                            |  |  |
| ONTRACTINFORM  | (ACCON   |  |  |   |  |                            |  |  |
| (3 (1183)) 1 (17) (2) (3)  | FTEM   |  | SALES'   | ľAX (\$)6f applie                       | m <b>i</b> ble!                        | ĵ.                         | OTAL (\$)  |  |
| TRIGINAL CONTRAC   | T AMOUNT   |  |  |   |  |                            | \$467,730.00   |  |
| The second secon | ANGE ORDER thin \$ 3   |  |  |   |  |                            | \$23,203.60  |  |
|  |  |  |  |   |  | ****                       | \$490,933.00   |  |
|  | CONTRACT AMOUNTING   | TE ROTAL   |  |   |  |                            | ***************************************  |  |
| OPPLICATION INFO   | RMATION  |  |  |   |  |                            |  |  |
| tanal Completed  | & Stared to Date   | •  |  | www.www.co.ii.ii.fu                     |  |                            |  |  |
| Less Retaininge  | 10   | Bu .   | \$ <sub>.,.</sub>  |   |  |                            |  |  |
| Total Earned less  | Reminage (A - B)   |  |  |   |  | \$                         |  |  |
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| Current Payment Balance to Finish Current Gross A Current Gros | i Due (C + D)  Plus Betainage (H + A + B)  mount Completed This Period  SEBCONTRAC  BY:  DATE:  NATE:  SECOMPLETED IN ORDER  Pascription  Enthwork - Subcontract  Curb & Getter-Cip Subcontract  Progness Parenty -  Subcontract  Progness Parenty -  Subcontract  Progness Parenty -  Subcontract  Progness Parenty -  Subcontract  Progness Marking. | CUCTOR: Costal  FOR THIS PAYMEN  CurrentContract  Amount  \$26,880,007   | \$   | essed by OPU<br>ampleed                 | S<br>Total Work<br>Complexe            | Percont<br>Complete        | Supplier #: 100.   | Nex Paylarsi                                     |
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# JUBCONTRACTOR APPLICATION FOR PA. MENT

| oject Name: P<br>beominactor: C  | ing Center I - Borlding E  |  | -Projeci S                |  | (0510                                   |                     |  |                     |            |
|--|--|--|---------------------------|--|---|---------------------|--|---------------------|------------|
|  | Songuestion 70, Inc.   |  | Date of A                 | pplication:  |   |                     | · · · · · · · · · · · · · · · · · · ·  |                     |            |
|  | 00.6852  |  | <u>oristinates</u>        |  |   |                     |  |                     |            |
| ideess: 3  | 620 S. 40th Street (PO Box (   | 2348, Phoenix, AZ 850                                      | (2) Applicati             | on Number:   | ·                                       |                     |  |                     |            |
| P  | wenix, AZ 85040  |  | Period F                  | rom:   |   | Period              | To:  | 77                  |            |
| one:   | 480) 898-7070  |  |                           |  |   |                     |  | •                   |            |
| anitiance Address:   | OPUS West Construction C   | orporation   |                           |  |   |                     |  |                     |            |
|  | Ann. Accounts Payable  |  |                           |  |   |                     |  |                     |            |
|  | 2555 East Camelbuck Road   | Suite 800  |                           |  |   |                     |  |                     |            |
|  | Phoenix, AZ 85016  |  |                           |  | ,                                       |                     | •  |                     |            |
| na o vinavoja. La servicio della 1900 Pra Fishika di   | retuers &  |  |                           |  |   |                     |  |                     |            |
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| RIGINAL CONTRACT   | and the second s | K. W   |                           |  |   |                     | \$467,720.00   |                     |            |
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|  | SUBÇONTRA  | · ·  | ruction 70, Inc.          |  |   | 4                   | Supplier#i 190   | 16852               |            |
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|  | DATE:  |  |                           |  | *************************************** | ·                   |  |                     |            |
| <u>PPLICATION BREAT</u>  | <u> CDOWN</u>  | more as measured to a first 180% ST                        | · ምምኑ ወደን በመ <i>ኛነ</i> ርግ | BOOKETS INV ETREET   | Q                                       |                     |  |                     |            |
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|  |  |  | Previous                  | This Period  | Complete                                | Complélé            |  |                     |            |
| ns19.00-020-01452-018  | Ezerhwezi: Survey - Subcumacı  | Aéanant<br>\$26,508.80                                     | Previous                  | This Period  | Complete                                | Complete<br>A/H     |  |                     |            |
|  |  | A éanunt<br>\$26,500.50<br>\$126,148.03                    | Previous                  | This Period  | Complete                                | Complélé            |  |                     |            |
| ns19.00-020-01452-018  | Ezerhwezi: Sursey - Subcamana<br>Emilyyork - Subopatraci<br>Omb & GuseraC P -  | Aéanant<br>\$26,508.80                                     | Previous                  | This Period  | Complete                                | Complete<br>A/H     |  |                     |            |
| 0510.00-420-01454.00-3<br>0510.00-420-12303.00-5<br>0310.00-420-02410.00-5                                 | Ezrihweri: Sursey - Subsamana<br>Hantswork - Subsemmed   | A éanunt<br>\$26,500.50<br>\$126,148.03                    | Previous                  | This Period  | Complete                                | Complete<br>A/H     |  | Néi Paymen          |            |
| 0510.00-1120411453.0043<br>0510.00-1120412308.00-5<br>0310.00-1120-02410.100-5<br>10510.00-1120-02510.00-8 | Exchwert: Survey - Subsemment Embswork - Subsemment Crab & Craser of P - Subsemment Brancineus Pavady - Subsemment   | \$26,500.00<br>\$126,146.03<br>\$85,280.00<br>\$254,575.00 | Previous                  | This Period  | Complete                                | Complete<br>A/H     |  |                     |            |
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# Construction 70, Inc.

Az Lic. o A-59199 - Res Az Lic. o A-68534 - Cumu P.O. Boy 62345 \* Phoenix, Avisone \$5062 3670 S. 40th Street \* Phoenix, Avisone \$5040 (480) 164-7070 (503) 436-7070 Fax (480) 839-7073

| No. Lie # A                                  | -30306  | Request for  | Change  | Orde   | ı.                                      |   | µCO 58<br>⊢7 of 2  |
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| o and the state of the state of the state of |   | Press.   |   | Fors!  |   | fire 1                                  | 3/31/08  |
| idicina.a                                    | Opus West Construction Corporation  |  | 502-224-302)<br>Pima Center   | 1  | · · · · · · · · · · · · · · · · · · ·   |   | ocience and a second se |
| Jares 2                                      | 2555 East Cemelback Road, Suite 800   |  | 90th St& Via  | The Meets  |   |   | Stationers of the same   |
| You figur Big-                               | Phoenix, Arizona 85016  |  |   |  |   |   | The state of the s |
| Siestist,                                    | Vintera Genetti   |  | Gilbers, Arlzoo   | 1323   |   |   | ***************************************  |
|  | (A. 12 (29) or younger  | Part of the last   | and a series was as   | es prices on                                     | nied. Your signal                       | time con a cately of the                | <u></u>  |
| Constracts                                   | o 70, hr. proposes to fundsk alt inter analyr misterials<br>turned to us shall inticate your acceptance and the doc   | to ecomplain the following fire<br>to ecomplain the following fire   | of petween 12 and   | skall be blu                                     |   | ross.                                   |  |
| Septem 4                                     | 1,00000 100000  |  | Quantity  | Unit   | Unit Price                              |   | otal   |
| )tem 6                                       | Asphalt Price Increase Throng   | gh 3-31-09   |   |  |   |   | ninga ha   |
| 1  | Asphalt Price Increase for 2" Asphalt   |  | 6,410   | sy   | 1,40                                    | )                                       | 8,974,00   |
| 2  | Asphali Price Increase for 3" Asphali   |  | 6.250   | sy   | 2.10                                    | ) <sup>‡</sup>                          | 13,125.00  |
| 3  | 5% Mark Up on Material  |  | , 1   | ls   | 1,104.00                                | )                                       | 1,104.00   |
|  | Total Sakes Tax: Excluded  Parrait Fees Excludes  Price does not include any applicating, survey, in antinown subsurface conditions, handing or hand  | wanten as received four his  | id, salve tures, to   | stings<br>finedoneni                             | , a congress de administra des          |   | 23,263.60  |
| Exclosion                                    | s unknown subsurface conditions, naucinity or name<br>of conflicting millines, striping, signs, truffic contr   | of at astinen eer ceep   | ,   | ·  |   |   |  |
|  |   | Marerial and Labor P   | rices are Som un  | cl3:   | 03/31/09                                |   |  |
| Pay<br>Pay<br>Fig:<br>com                    | (2008) yrepside to formal labor apd materials - complete<br>ment: Proprese Billings: Cwerer will make payesson to d<br>pade will been an entention.<br>I Billings: Chicar, will pay the contractor all incomme the<br>pleted die work, noder this common, and the work has be | s in necessaries with the obsette constructor not later than it<br>to constructor not later than it<br>the bina mades the provisions<br>are accepted by the governor   | as specifications, f<br>in 10th day of the<br>of this contract wil<br>g monicipality. | ist the source<br>following in<br>this filtern ( | l S) days office the                    |   | 23,203.00  |
| dese   | usterial is guaranteed to be as suicebad. All work to be<br>given brigh the games specifications involving estan contra<br>increases.   | 2 mile mer entre e | marmer according<br>written ording in   | rin handari<br>Lin handari                       | processes. Any 2<br>esc no extra charg  | Berzáku si<br>G Sver aixl áfióvs        |  |
| All:   | community continuent arran strikes, pot idents of delays.   | parang our control   |   |  | *************************************** | *************************************** |  |
| •  | A 1M TO PER MONTH SERVICE CHARGE CAN BE<br>"The notes on Exhibit "A" are an integral part of  | e <u>adden (FNO) Paul (Pe</u><br>I (Kis proposal   |   | i and Hild<br>ad Signalum                        | JNG, ANNUAL P                           | Launic Fermis                           |  |
| ·  | (A) (MACHINE)   | Acceptance   | of Propos   | al   | - Alexander                             |   |  |
|  | M WITHHES WHEREOF, the parties inveto layer of<br>administrators, and resigns, on the day and year first  | necessed this agreement for t  |   |  |   |   |  |

| N. Karana   |  | •  |  |  |   |
|---|--|--|--|--|---|
|   | Construction 7   | <b>'</b> 9   | PURCHA   | SE ORDE  | R   |
| 3620 S.   | x 62345<br>, 40th Street<br>x, Arizona 05062-6045  | SEND CORRESPONDENCE TO:<br>CONTRUCTION 70, INC.<br>PROJECT MANAGER<br>PLO. HOX 62345<br>PHOENIX, ARIZONA 85082   |  | S TO THIS P.O.   | EMEN (O   |
| TO:   | Phone: (480)-898-7070<br>Fax: (480)-898-7072<br>Rin Kea  | PURCHASE O   | RDER #: 82979 /5<br>UMBER:   | PO DATE: 11  | 1//3/07   |
|   |  | cos  | T CODE:S   | (1)  |   |
|   |  | DESCRIPTION  | N. F. S.   | UNIT PRICE   | AMOUNT  |
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| * Server recommender region   |  |  | and the second s |  |   |
| - Anna recordado estra di   | Commence of the Commence of th |  | grand and the state of the stat |  |   |
| E o C C C C C C C C C C C C C C C C C C   |  | and the state of t | - Note that the second  |  | **************************************  |
| 21 × 6 × × × × × × × × × × × × × × × × ×  | A Commence of the Commence of  | the Control of the Co |  |  |   |
| A BELL OF STREET  |  |  |  | SUB TOTAL  | •   |
|   | •  | The second section of the companies  |  | SHIPPING   | ••  |
|   | PLEASE NOTIFY US   | S IMMEDIATELY IF THIS ORDER<br>ED COMPLETE ON OR BEFORE:   | TAX HATE:  | TAX  | •   |
|   | CMAINCAL PRESENTING  |  |  | OTHER  |   |
|   |  |  |  | TOTAL  |   |
|   |  |  |  | 1 101745   | -   |

4-1-08 DATE



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

8 1437

Change Order Date:

09/23/2008

Earthwork, Asphalt Paying, & Site Concrete

CON-10510.00-16

Change Order #:

2

02200, 02510, & 02520

To Subcontract Agreement dated

12/06/2007

PROJECT: Pinsa Center I - Building E

9180 E. Via de Ventura Scottsclate, AZ 85258

TQ: Construction 70, Inc.

3620 S. 40th Street Phocess, AZ 85040

CHANGE DETAILS

Amount \$0.00

tiem Description Subcontractor shall furnish all abilit, labor, material and equipment necessary or required to complete the Project per the revised selectate dated September 4, 2008, issued in Vicia Butterin #14 (FB-10510,00-14) dated September 12, 2008. Subcommenter shall be compensated for ABC. aspliab, and concrete material installed after September 30, 2008 per the subcontract agreement, Rider A. Modulications & Chaifications dems 3, 4 and 5 at the time of installation.

\$0.00

\$467,730.00

SCHEDULE

Completion due of argunal contract will not be adjusted, unless hotel herein

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

# CONTRACT SUMMARY

| NTRACT SUMMARY <u>Cost Code</u> 10510.00-B20-01451.0045  10510.00-B20-02300.00-S  10510.00-B20-02410.00-S  10510.00-B20-02510.00-S  10510.00-B20-02580.00-S | Previons Amount<br>\$26,500,00<br>\$120,168,00<br>\$85,290 00<br>\$231,373,00<br>\$4,440,00 | \$0,00<br>\$0.00<br>\$0.00<br>\$0.00<br>\$0.00 | Current Contract Amount \$26,500,00 \$126,168.00 \$35,290.00 \$231,372.09 \$4,400,00 \$467,730.00 |
|---|---|--|---|
| Original Contract Amount  |   | \$6.00   | \$467,730.00  |
| 1 to attitute 3 valstania men manage.   |   |  | or no   |

ACKNOWLEDGEMENT

Contract Amount to Date

OPUS West Construction Corporation

Vincent Genetti

Printed Name

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

OPUS.

Field Bulletin

Pima Center I - Building E 9180 E. Via de Ventura Scottsdale, AZ 85258 Subproject #: 10510.00

Main Phone: 603-468-7000

Main Fax: 602.468 7010

Number i

FB-10510.00-14

Name

Revised Construction Schedule

From:

Vincent Genetti

Issuo Date:

09/12/2008

This Field Bulletin applies to the following:

Architectural:

20

Interior:

 $\mathbf{Z}$ 

Structural:

RQ RQ Mechanical:

Electrical:

Ø

Plumbing:

12)

Civil 🕅

Landscaping:

Fire Protection:

Other

121

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

| opy  |  | Address                               | Work Fex                |
|--|--|---------------------------------------|-------------------------|
| Organization   | Full Name  |                                       |                         |
| Opus West Construction   | Jennifer Brinker   | 2555 East Carnelback Road - Suite     | ^                       |
| Corporation .  |  | 800, Phoenix, AZ 85016                | (602) 256-2988          |
| Flooring Consultants, Inc.,  | Bob Plann  | 4140 N. 44th Street, Suite 100,       | (002) 290:2800          |
| tha Re:Source  | B. 12  | Phoenix, AZ 85018                     |                         |
| Arizona-1007676  |  |                                       | 480-731-9487            |
| Sun Tech Glass, Inc  | Dennis Hart  | 2244 South Industrial Park Avenue;    | 400-121-94e.            |
|  |  | Tempe, AZ 85282                       | (602) 861-2977          |
| Waso Drilling, Inc   | Stan Dively  | 2240 West Shangri La Drive, Phoenix,  | (intra) co (-23) (      |
| •  |  | AZ 85029                              | 602-569-6492            |
| Erickson & Meaks   | Jeff Erickson  | 13444 North 32nd Street Suite 6.      | 602-569-6493            |
| Engineering, LLC   |  | Phoenix, Arizona 85032                |                         |
| TW Stepl Corp  | Jerry Harbaugh   | 1100 North Hamilton Street, Chandler, | (480) 917- <b>39</b> 09 |
|  |  | AZ 85225                              |                         |
| Alistate Energy  | Jim Doubek   | 1717 W. 3rd Street, Temps, Anzona     | 480-921-2225            |
| nc-1008664   |  | 85281                                 |                         |
| Gemini Company-  | Keith Spade  | 1711 E. Jackson Street, Suite A.      | (602) 495-1327          |
|  |  | Phoenix, AZ 85034                     |                         |
| Blinds & Beyond by   | Louis Wikler   | 24795 N 119th Pl, Scottsdale, AZ      | 480-515-4655            |
| Wikler, Inc-   |  | 96255                                 |                         |
| Progressive Concrete   | Miko Riggs   | 2136 W. Melinda Lane, Phoenix, AZ     | 623-582-1751            |
| Works-   |  | \$5021                                |                         |
| Erickson & Meeks   | Ray Smith  | 13444 North 32nd Street Suite 6.      | 602-569-6493            |
| Engineering, LLG-  |  | Phoenix, Arizona 85032                |                         |
| Specialty Rooting, Inc   | Rick Baldridge   | 8200 North 75th Avenue, Feeda, AZ     | (623) 979-3649          |
| Character Canada |  | 85345                                 |                         |
| CDS Framing, Inc   | Rick Moorefield  | 1717 West Lincoln Street, Phoenix,    | (602) 258-0412          |
| COOT tanking, inv.   |  | AZ 85007                              |                         |
| WJ Maloney Plumbing  | Alan Boughton  | 9119 North 7th Street, Suite 103,     | (602)944-0966           |
| Co., Inc1007392  |  | Phoenix, AZ 85020                     |                         |
| OPUS West Construction   | Craig Zupancic   | 2555 East Camelback Road - Suite      | 602-468-7010            |
|  | and the second s | 600, Phoenix, AZ 85016                |                         |
| Comeration<br>Heros Arizona Rehar Inc.   | Paul Curry   | 2101 West Jackson, Paggalx, AZ        | 602-340-0977            |
| Haros Arizona Kenar Inc.<br>-1006733   | [ 30 6007  | 85009                                 | 1                       |



Field Bulletin

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

Printed On: 09/12/2008

Subproject #: 10510.00

Main Phone:

Main Fax:

| Scottscale, AZ 85258   |                  | Main Fax:  |                |
|--|------------------|--|----------------|
| Vulcan Materials   | Teresa Coleman   | 2526 East University Drive, Phoenix,<br>AZ 85034                               | 602-253-1026   |
| Company<br>KX2 Holdings LLC dba.<br>Climatec Building          | Pete Neisus      | 10802 North 23rd Ave. Phoenix, AZ<br>85029                                     | 602-908-4182   |
| Technologies<br>Paradigm Engineering                           | Josh Phillips    | 1165 South Stemmons Freeway, Ste.<br>100, Lewisville, TX 75067                 | 972-829-8181   |
| Ltd-1007623<br>TW Steel  | Allen Dale       | 1100, Lewisville, 1X 13/07<br>1100 N. Flamilton St., Chandlet, AZ<br>95225     | 480-917-3900   |
| Corporation-1007952<br>Sullar Mesonry                          | John Slann       | 12336 W. Butler Drive, El Mirage, AZ<br>86335                                  | 623-535-7205   |
| Wester Environmental<br>LLC-1098026                            | Marc Asbury      | 40264 N. Schnept Road (PO Box<br>1749, Higley 85236), Queen Creek,<br>AZ 85240 | (480) 279-1414 |
| Wescon Corporation   | Randy Schulte    | 1515 West San Angeto Street, Suita<br>A, Gilbert, AZ 85233                     | 480-503-1674   |
| RCL Systems, Inc-1007639                                       | Dan Williams     | 1220 W. Geneva Drive, Tempe, AZ<br>85282                                       | 480-894-8740   |
| McCartly Nordburg, Ltd.<br>-1007404                            | Nicole Berns     | 3333 E. Cameiback Road Suite 180,<br>Phoenix, AZ 85018                         | 602-955-4599   |
| Butler Design Group Inc  | Jeff Calbarth    | 5555 E. Van Buren Street; Suite 215,<br>Phoenix, AZ 85008                      | 602.957.7722   |
| Butler Design Group Inc  | Peter, Hosmer    | 5555 E. Van Buren Street, Suite 215,<br>Phoenix, AZ 85008                      | 602.957.7722   |
| Alistate Energy  | Janel Baker      | 1717 W. 3rd Street, Tempe, AZ 85281  | 480.921.2225   |
| DEI Professional Services                                      | Jason Keok       | 6225 N. 24th Street, Suite 200.<br>Phoenix, AZ 85016                           | 602-944-8605   |
| United Subcontractors,<br>Inc. dba Mesa Insulation             | Brian Kelly      | 7215 N: 62nd Avenue, Glendale, AZ<br>85301                                     | 623-934-5548   |
| Specialists-1007427 Building Envelope Consultants, LLC-1051411 | Larry Vondrasek  | 746 County Road 1511, Cullman, AL 35058  | 256-796-8893   |
| Mark Beamish<br>Waterproofing, Inc.                            | Kevin Candelaria | 1235 N. Grove Street, Anaheim, CA<br>92806                                     | 480-951-0082   |
| -1006781<br>Eliason & Knuth of<br>Arizona, Inc1007075          | Melissa Andrews  | 3875 N. 28th Avenue, Phoenix, AZ<br>85017                                      | -502-269-9887  |
| Aligon Exterminating, Inc1006632                               | Michell Hamilton | 221 W. Pershing Avenuo, Phoenix, AZ<br>85029                                   | 502-666-3456   |
| Water Works,<br>LLC-1008022                                    | Eric Pottle      | 6702 W. Surrey Avenue, Pooria. AZ<br>85381                                     | 623-334-6908   |
| Buffer Design Group, Inc.<br>-1006826                          | Matt Hess        | 5555 E Van Buren St Ste 215,<br>Phoenix, AZ 65008-3486                         | (602) 957-7722 |
| Hi Profile Metals,<br>LLC-1034228                              | Tom Alfers       | 3040 W. Lincoln Street, Phoenix, AZ<br>85009                                   | 602-442-0722   |
| Midstate Mechanical, Inc.                                      | Sean McCarthy    | 1850 E. Riverview Drive, Phoenix, AZ<br>85034                                  | (602) 470-1964 |
| Opus West Construction Corporation                             | Don Dugan        | 2555 E. Camelback Rd, #800,<br>Phoenix, AZ 85018                               |                |





9180 E. Via de Ventura

Subproject#:

10510,00

Main Phone:

| Scottsdate, AZ 85258                               |                   | Main Fax:                                   |                |
|--|-------------------|---|----------------|
| Construction 70, Inc.<br>-1006852                  | Lonnie Farguson . | PO Box 62345, Phoenix, AZ 85082             | (480) 898-7072 |
| Opus Wast Construction<br>Corporation              | Gary Hardwick     | ,   |                |
| Caretakers Building<br>Maintenance,<br>LLC-1052725 | Fornando Torres   | . 5730 S, 32nd Street, Phoenix, AZ<br>85040 | 602-275-6944   |
| Stoneriel Inc-1017687                              | Torn Wagner       | 2635 S. 24th Street, Phoenix, AZ<br>85034   | (602) 275-3733 |
| CDS Framing, Inc.<br>-1006846                      | William Footitt.  | 1717 W Lincoln St. Phoenix, AZ<br>85007     | (802) 258-0412 |
| Mark Beamish Waterproof<br>Inc-1006781             | Tyson Behins      | 1235 N Grove St, Anaheim, CA 92806          |                |
| ThyssenKrupp Elevator Corcoration:                 | Sally Trinka      | 1634 N 19th Ave, Phoenix, AZ 85009          | (602) 258-2641 |

| Venica Built             | _ | 13 | September | 700 ž |
|--------------------------|---|----|-----------|-------|
| Project Manager Approval | • |    | •         | Date  |

Construction Schedule Pima Center I, Building E

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Opus West Construction Corporation September 4, 2008

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|              | Finish   | 07AP/108                                 | DEMAYOR                                 | CONTRACTOR  | 153EP08  | 295 FPOR   | 09000109  | 17007108                 | 300CT08   | ROECIR   | WIDECON  | DAONE   | 02DEC08  | 12.JAMES               | S13ANG9  | * 000000474  | 001.00   | (Short year)   |  | 1                      |                   |  | 1840/08  |   | #BUSCOB  | PASTECUE                         | Penecola   | Secretary  | 66.14.NO9  | . :  |                              | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | 12,142409  | 65.(A):09  |  | 3 TASANDS  |  |  | 119JANSES  |
|              | Our Start  | 20d 11MARTOR                             | 2001 ORAPHICE                           | 4d OSHAANDE   | • 80.435.20 POI  | 10d 158EP08  | 184 1856,700  | 3043626108               | 154 1000 T03  | 356 3100 7118  | 22d 3+0ccus  | 80 310CT08  | BOC) 2020 PJ   | 154 t 90E C08          | 7d 13,4M09   |  | ONLIGHT TOO  | or race in 1972  | 254 188EP98  | 13c 31OCT08            | 10d 10km/N/18     | 195 1 /MDV08   | 26:17NDV(M   | 10g 24NOVD8   | SA 12 DECOS  | BOJ SECUR                        | 10d 12DECX#  | 10dilight CO8  | 154 (205500)   | 202 dt 120 cos   | MA PARDECISE                 | Br 230EC38                              | 15d 29DEC08  | 54 24 DEC 118  | 74 310 6008  | 10d 31 DECOR   | 100 pg 7500  | 1d 12 ANDS   | 5d 13,4AND9  |
| - C          | Description  | 1st Floor Super SmaturaZnd Floor Decking | and Floor Super Structure Paol Decking  | Conscient for 2nd Floor   | · Bentektika   | HAAC Oute  | Mason Cara A  | Fraging System (Werea)   | O BEN STORY   | Wordin System - Ared A & B   | Masinty - Area C   | Rocking System permeter Aross A & (B)   | Hooting System (perimeter Area C)  | Window System - Area C | Makinit, Seasi   | Sheli Gerstruction   | SACTOONIZE:  | THE REAL PROPERTY OF THE PERSON OF THE PERSO | WED HOUGH-IN   | Existing Wall Furefold | Cywall            | pare.  | Scarul Ball Insulation   | Phasy-or Elevator   | Cazzs and Stoinless Steet Handrall   | Prima & Flight miss Parti Custry | Elevators  | Rostroan Ceramic 140   | Londy Store Facing   | Install too Frances  | Hestroom Granke Counter Tops | HVASS 11MB                              | Economic Personal Transmission   | Acoustical Celings   | Install Regiment Walker-eing   | Parabery Findures & Trim   | Fire Protection Tiers  | Restroom Mirrors   | Permeter Wat Insulator in Tengch Areas   |
| article Con- | Aci  | 0000                                     | 0508<br>8040                            | 0500  | 3083   | 3070   | 3080  | (1885)<br>(1885)         | Ring  | 8416   | . Si   | 6130  | . 80<br>. 40<br>. 40   | (S)                    | 8.180<br>081-80  | Šą.  | 800  | 9010   | 3050   | 0000                   | 9040              | 9650   | 9050   | 9636  | 90.80  | <b>0606</b>                      | 916  | es<br>St   | 5120   | 95.je  | े प्र                        | - 1651E                                 | 33.65  | 91.70  | £ .  | 9190   | 5200   | 9230   | 9210   |

Opus West Construction Corporation September 4, 2008

# Construction Schedule Pima Center I, Building E

| Obsertition   Dur   Start   Frings   Predictors and Start   Frings   Predictors and Start   Frings   Predictors and Start   Frings   Predictors and Start   Pr   |           |  |     |          |  |                 |  |                |
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| Install EMS & Lornmascon MEP         6d/13/a, w/g         19/a, a/g         1/a/g  | _         | Acress Conrol Trin   | 303 |          | 15JANGS                                | (65.9) PAR      |  |                |
| Restructin Partitions & Auchdesides         7d   SAANGS         23,ANGS         124.910         125.04 NS           Hamp Doors & response         7d   SAANGS         124.24 NS         124.24 NS         124.24 NS         125.24 NS  | :         | Install EMS & Commission MEP   |     | 1        | 19.JANGS                               | 4,8140,3156.1   |  | غ د            |
| Hamp Doors & Nostal Hardwate         7d 2014ANDS         1283ANDS         1283ANDS <t< td=""><td>cm.</td><td>Restroom Partitions &amp; Accessures</td><td>22</td><td></td><td>St. ANG</td><td>. 154.9438</td><td></td><td>ಚಿತ್ರ ಕೆ</td></t<>  | cm.       | Restroom Partitions & Accessures   | 22  |          | St. ANG                                | . 154.9438      |  | ಚಿತ್ರ ಕೆ       |
| Lokby Milhorx Second Frish Paint Coaling Second  |           |  |     | Į        | 28.341409                              | 132 grap grap   | SE SECOLO CANANTA  | 4, 6           |
| Second Finish Path Coaling         5d 20.4hN05         75.45 to 30           Lutby Warkoverng         5d 20.4hN05         7d 11EB09         11d 19.85 for 30           Lutby Warkoverng         5d 20.4hN05         04FB09         11d 19.85 for 30           Immico Glazing         5d 20.4hN09         04FB09         10FEB09         10FEB09           Carbel, Vill, & Pubber Basic         4d 05FEB09         10FEB09         10FEB09         10FEB09           Sphage         Mindber Basic         10FEB09         10FEB09         10FEB09         10FEB09           Found Cean & Final Inspections         7d 11EB09         10FEB09         10FEB09         10FEB09           Short Substantial Designation         0         10FEB09         10FEB09         10FEB09  |           |  |     | į        | COLE NOTE                              | 0,6126,8340     | 2 E E E E E E E E E E E E E E E E E E E  | Q .            |
| Lutby Wakovering   | e's       | Second Frish Faint Coaling   | PS  | 20.44NOD | 26JANOS                                | Chien Fr        | FLEEDERS STORE TO STO | g. <b>6</b>    |
| Inserce Glazing  | . 25      | Lutiby Walkoverrig   | 5   | 25.JANOS | OMFFB09                                | 114 9136, 40 mg |  |                |
| Caucht Will & Pubber Base         4d 08FER00         10 FER00         6 CAN SEA           Signage         1d 08FER00         17 FER00         3d 019, 304           Which Clear & Final Instructions         3d 11 FER00         17 FER00         3d 019, 304           Funch Ust         7d 11 FER00         18 FER00         18 FER00           Short Substantial Completion         16 FER00         18 FER00   | c         | merce Gering   | 99  |          | OSFER CO.                              | 445 1395        | The control of the co | { f            |
| Signage         1d 05FEB/0         USFEB/08         3d card serve           Whysher Blads         5d 11FEB/09         17FEB/09   |           |  |     | 05FF-900 | HOLE MOR                               | 0 5270, 9240    |  |                |
| Wardow Rinds         56 11FEBR9         17FEBR9  | Č:        | STATE OF THE PROPERTY OF THE P | Ü,  | DIFERRO  | u5FEB78                                | Section 200     | i A managan kina   | e: 1           |
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|  | , ,555    |  | · & |          | 16rf Sco                               | 0.8%            | TERRETAL STATES OF THE PROPERTY OF THE STATES OF THE STATE |                |





Opus West Construction Corporate
SUBCONTRACT CHANGE ORDE

POR DER APR 2 8 2008

E rthwork, APR DENIX Site Concrete

CON-10510.00-16

Change Order Date:

02/18/2008

Change Order #:

ŀ

To Subcontract Agreement dated:

12/06/2007

02200, 02510, & 02520

TO: Construction 70, Inc.

3620 S. 40th Street Phoenix, AZ 85040 PROJECT Pima Center 1 - Building E 9180 E. Via de Ventura Scottsdale, AZ 85258

CITANGE DETAILS

| CHANGE | DETAILS  | 4      |
|--------|--|--------|
| Iten   | Description  | Amount |
|        | Subcontractor shall modify its Commercial General Liability, and Umbrella/Excess Liability policies to include the following names as "additional insureds": Opus West Construction Corporation, Opus West Corporation, PC-101, Inc., and Pinn Center 101, L.L.C.  | \$0,00 |
| 2      | Subcontractor shall furrish all skill, labor, material, and equipment necessary or required within their respective scope of work for a complete installation of any changes as detailed in the following Field Bulletins; FB-10510.00-1 dated 01/09/2008, FB-10510.00-2 dated 01/18/2008, FB-10510.00-3 dated 01/28/2008, and FB-10510.00-4 dated 02/01/2008. | \$0.90 |
| 3      | Subcontractor shall furnish all skill, labor, material, and equipment necessary or required to update their respective scope of work for a complete installation of my and all changes detailed in the updated design documents as referenced in the attached Current Drawing Record Log dated   | \$0.00 |
|        | 02/04/2008.  | \$0.00 |

## SCHEDULE

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

| Cost Code                  | <u>Previous Amount</u> | This Change Order | Current Contract Amount |
|----------------------------|------------------------|-------------------|-------------------------|
| 10510.00-B20-01451.00-S    | \$26,500.00            | \$0.00            | \$26,500,00             |
| 10510.00-820-02300.00-8    | \$120,168.00           | \$0:00            | \$120,168,00            |
| 10510.00-B20-02410.00-S    | \$85,290.00            | \$0.00            | \$85,290,00             |
| 10510.00-620-02510.00-S    | \$231,372.00           | \$0:00            | \$231,372.00            |
| 10510.00-F320-02580.00-S   | \$4,400.00             | \$0.00            | .\$4,400.00             |
|                            | \$467,730.00           | \$0.00            | \$467,730.00            |
| Original Contract          |                        |                   | \$467,730.00            |
| Previously Approved Change |                        |                   | \$0.00                  |
| Armini this Charace        |                        |                   | \$0.00                  |

Amount this Change Contract Amount to

\$467,730.00

**ACKNOWLEDGEMENT** 

Please sign and return all original copies

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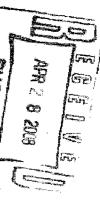
rinted Name

Date

Opus West Construction Corporation

Rylan Hulett

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



# 02/04/2008 Drawing Record Log

| Pima Center I - Building E<br>9180 E. Via de Vertura<br>Scottsdale, AZ 85258 | 19 E   |            | Project # 10510     | Fax                |                        |
|--|--|------------|---------------------|--------------------|------------------------|
| Shaet Number   | Shoet Name   | Issue Date | Designer 3.         | Designer Réference | Organization Reference |
| C<br>S   | Cover Sheet  | 11/07/2007 | Jeffrey Cuthberth   | 101                | Butter Design Group    |
| Ö  | Grading & Orainage, Water<br>Sawer & Fire Line Cover<br>Singe: | 11/07/2007 | Jeffrey S. Erickson | 102                | Erickson & Meeks       |
| S  | Greding & Dreinage Plan  | 10/07/2007 | Jeřírey S. Erickson | 102                | . Erickson & Meeks     |
| <b>C</b> 3   | Gradiny & Drainage Plan  | 100272007  | Jeffrey S. Erickson | 102                | Erickson & Meeks       |
| 4  | Grading & Drainage Dotails & Sections                          | 11/07/2007 | Jeffrey S. Erickson | 102                | Erickson & Weeks       |
| G  | Water, Sewer & Fire Line<br>Plen                               | 11/07/2007 | Jeffrey S. Eńckson  | 102                | Eńckson & Meeks        |
| .g   | Water, Sewer & Fire Line<br>Plan                               | 1107/2007  | Jelfrey S. Erickson | Ŕ                  | Erickson & Meeks       |
| (49%)  | Site/Best Management<br>Practices Map                          | 14/05/2007 | Handy Laskin        | 103                | Paradigm Engineering   |
| E  | Cover Sheet  | 1007/2007  | Hardy Laskin        | 10                 | Laskin & Assoc.        |
| tao2   | Planting Pleas   | 11/07/2007 | Hardy Laskin        | 110                | Laskin & Assoc.        |
| LA08   | Planting Plans   | 11/07/2007 | Hardy Laskin        | - <del>1</del> 00  | Laskin & Assoc.        |
|  | krigsker Plans   | 11/07/2907 | Hardy Laskin        | 10                 | Laskin & Assoc         |
| <b>LA05</b>  | inigation Plans  | 11/07/2007 | Hardy Laskin        | 110                | Leskin & Assoc.        |



# **Current Drawing Record Log**

| Pima Center I - Building E<br>9150 E. Vis de Ventura | iding E<br>tura               |            | Tel:               | Fax                                    |                        |
|--|-------------------------------|------------|--------------------|--|------------------------|
| Sheet Numbers and                                    | Sheet Name: Sheet Name:       | Issue Date | Designer           | Designer Reference                     | Organization Reference |
| LAGS   | Landscape Detail Sheel        | 17/07/2007 | Hardy Laskin       | 130                                    | Laskin & Assoc.        |
| LAUT   | Irrigation Detail Street      | 11/97/2007 | Hardy Laskin       | ************************************** | Laskin & Assoc         |
| LAOS   | Specifications                | 11/07/2007 | Hardy Laskin       | 100                                    | Laskin & Assoc.        |
| A0.1   | Site Plan                     | 11/07/2007 | Jeffrey Cuthberth  | 200                                    | Butler Design Group    |
| 30.2   | Enlarged Site Plan            | 11/07/2007 | Jeffrey Cuthberth  | 200                                    | Butler Design Group    |
| 20,4   | Site Details                  | 11/07/2007 | Jeffrey Culhberth  | 200                                    | Buller Design Group    |
| M.3  | Site Details                  | 11/07/2007 | Jeffrey Culhberth  | 200                                    | Butter Design Group    |
| *  | tst Floor Plan                | 11072307   | Jeffrey Culhborth  | 200                                    | Butler Design Group    |
| *  | ist Floor Flan - Edge of Slab | 11/07/2007 | Jeffrey Cuthberth  | . 260                                  | Butter Design Group    |
| A<br>N   | 2nd Floor Plan                | 11/07/2007 | Jeffrey Cuthberth  | 200                                    | Butter Design Group    |
| A CA   | 2nd Fidur Plan - Edge of Slab | 11.07/2007 | Jeffrey Cuthberth  | 200                                    | Buller Design Group    |
| <b>≥</b>   | Roof Plan                     | 13/07/2007 | Jeffrey Cuthbarth  | 200                                    | Butter Design Group    |
| A21  | Elevations                    | 11/67/2007 | Jeffrey Cuthberth  | 200                                    | Butter Design Group    |
| A2.2   | Enlarged Elevations           | 11/07/2007 | Jellikey Cuthberth | 200                                    | Butter Design Group    |
| <b>23</b>  | Enlarged Elevations           | 11/07/2007 | Jeffrey Cuthberth  | 200                                    | Butter Design Group    |



| Pima Center I - Building E<br>9180 E. Via de Ventura | ;n                                   | en e | Project # 10510<br>Tel: | Fax:               |                               |
|--|--------------------------------------|--|-------------------------|--------------------|-------------------------------|
|  |                                      |  | Pakinga                 | Designer Reference | Organization Reference        |
| Smant Municer  | Siles Nailse                         | Sand Dass                                |                         |                    |                               |
| 4.4  | Wildow/Door Schedule                 | 11/07/2007                               | Jeffrey Cultiperth      | 200                | Buller Design Group           |
| A2.6   | Window/Door Schedule                 | 1107/2007                                | Jetirey Cultiberth      | 200                | Butter Design Group           |
| E  | Building Sections                    | 11/07/2007                               | Jeffrey Culliberth      | 200                | Buder Design Group            |
| A3.2   | Wall Sections                        | 11107/2007                               | Jeffrey Cuthberth       | 200                | Butter Design Group           |
| A3.3   | Wall Sections                        | 11/07/2007                               | Jeffrey Cutrbanh        | 200                | Butler Design Group           |
| 73.A   | Wall Sections                        | 11/07/2007                               | Jeffrey Cothbath        | 200                | Buller Design Group           |
| A4, 1  | Architectural Details                | 1907/2007                                | Jeffrey Cuthborth       | 200                | Butler Design Group           |
| A4.2   | Architectural Details                | 11/07/2007                               | Jettrey Cuthberth       | 200                | Butter Design Group           |
| A4.3   | Architectural Details                | 11/07/2007                               | Jeffrey Cuthberth       | 200                | Buller Design Group           |
| A. A   | Architectural Details                | 11/07/2007                               | Juliey Culliberth       | 200                | Buller Design Group           |
| A5.1   | Siair & Elevator Details             | 11-07/2007                               | Jeffrey Culhberth       | 200                | Butler Design Group           |
| - As 2   | Stair & Elevator Details             | 11/07/2007                               | Jeffrey Cuthberth       | 200                | Buller Dasign Group           |
| FA2.01   | First Floor - Floor Plan             | 1007/2007                                | Bruse Kroll             | 2                  | McCarthy Nordburg, Ltd1007404 |
| IA2.02   | Second Floor - Floor Plan            | 11/07/2007                               | Sruce Kroll             | Š                  | McCarthy Nordburg, Ltd1007404 |
| IA2.1  | First Floor - Enlarged Lobby<br>Plan | 01/14/2006                               | Bruca Kroll             | 210                | McCarthy Nordburg, Ltd1007404 |



|  | 11.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1   | TOTAL  | 701111 N 4 20080       |                     | - Service of the serv |
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| Pima Center I - Building E<br>9150 E. Via de Veniura | (G   |  | riojeka iosio<br>. Tek | Fax                 |  |
| Scottsdale, KZ 80208                                 | AND THE PROPERTY OF THE PROPER | The state of the s |                        | Declarate Pederates | Organization Reference   |
| Sheet Number   | Sheet Name   | व्यक्ति वर्गहरू  |                        |                     |  |
| N5.2   | Finish Plan Floor 2  | 01/14/2008   | Snice Kroll            |                     | McCarthy Nordburg, Ltd1007404  |
| 125.3  | Finish Flan Floor 1  | 01/14/2006   | Bause Kroll            |                     | McCariny Nordburg, Ltd1007404  |
| <b>**</b> **********************************         | First Floor - Enlarged Lobby<br>RCF Pian   | 911;4/2008   | Bruce Kroll            | 210                 | McCarthy Nordburg, Lfd-1007404   |
| IA60   | Enlarged Restroom Plans  | 01714/2008   | Bruce Kroll            | 210                 | McCarthy Nordburg, Ltd1007404  |
| 147.0  | Elevations   | 61/14/2008   | Bruce Kroll            |                     | McCarthy Nordburg, Ltd.:1007404  |
| V46.1  | Elevator Cab Interior  | 01/14/2008   | Bruce Kroll            |                     | McCarthy Nordburg, Ltd1007404  |
| )A8.0  | Interior Architectural Details   | Ó1}14/2008   | Bruce Kroll            | 210                 | McCarthy Nordburg, Ltd1007404  |
| P.R. 1   | Interior Architectural Details   | 11/07/2007   | Bruce Krall            | 2 nt 0              | McCarihy Nordburg, Ltd1007404  |
| 1A8.3  | Details  | 01/14/2008   | Bruce Kroll            |                     | McCarthy Noroburg, Ltd1007404  |
| IAB2   | Interior Architectural Details   | 03/14/2008   | Bruce Kroff            | 210                 | McCarthy Northurg, Ltd1007404  |
| O  | Title Sheet  | 11/07/2007   | John J. Lewis          | 300                 | Opus A&E   |
| CC.  | Level I Foundation Plan  | 1007/2007  | John J. Lewis          | 360                 | Opus A&E   |
| 1.83   | Level 2 Franing Plan   | 11/07/2007   | John J. Lewis          | 300                 | Opus A&E   |
| X.   | Level 2 Enlarged Plans &<br>Schedulos  | 14/07/2007   | John J. Lewis          | 300                 | Opus A&E   |
| νη<br>1.   | Roof Framing Plan  | 11/97/2007   | John 3. Lewis          | 300                 | Opus A&E   |



| Pima Center I - Building E<br>9150 E. Via de Ventura | 39 K                               |                                 | Project # 10510<br>Tel: | Fax                  |                        |
|--|------------------------------------|---------------------------------|-------------------------|----------------------|------------------------|
|  | Sheet Name                         | lssue Dato : ∴ ±tt-√ ° Designer | . © Designer            | : Designer Reference | Organization Reference |
| S4.2   | Awning Framing Plans & Details     | 11/07/2007                      | John J. Lewis           | 300                  | Opus A&E               |
|  | Braced Frame Sections &<br>Details | 11/07/2007                      | John J. Lewis           | 38                   | Opus A&E               |
| 55   | Sections and Details               | 11/07/2007                      | John J. Lewis           | 300                  | Opus A&E               |
| \$7  | Sections and Details               | 1007/2007                       | John J. Lewis           | 300                  | Opus A&E               |
| 88<br>89   | Sections and Details               | 11/07/2007                      | John J. Lewis           | 300                  | Opus A&E               |
| S9   | Sections and Details               | 11/07/2007                      | John J. Lewis           | 300                  | Opus A&E               |
| 3  | Sections and Details               | 11107/2007                      | John J. Lewis           | <u>श्</u>            | Opus A&E               |
| MO.1   | Mechanical Cover Sheet             | 11.007/2017                     | Jeson Bush              | 500                  | Kraemer Enginearing    |
| or H   | First Floor Mechanical Plan        | 09/04/2007                      | Jawn Bush               | 500                  | Kraemer Engineering    |
| M1.2   | Second Floor Mechanical<br>Plan    | 11/07/2007                      | Jason Bush              | 59&                  | Kraemer Engineering    |
| W1.3   | Mechanical Roof Plan               | 11/07/2007                      | Jason Bush              | 500                  | Kraemer Englagering    |
| J.   | Enlarged Mechanical Core<br>Plans  | 11/07/2007                      | Jeson ອິນະກ             | 500                  | Kraemer Engineering    |
| M2.1   | Mechanical Schedules               | 11107/2007                      | Jason Bush              | 580                  | Kraemer Engineering    |
| M2.2   | Mechanical Details                 | 11/07/2007                      | Jason Bush              | 500                  | Kraemer Engineering    |

| Center I - Buillding E  E. Via de Ventura  idale, AZ 85258  Mechanical Details  Plumbing Legend, Symbols  and Fixture Schedules  Plumbing Specifications  11/07/2007 | Plumbing Specifications 11/07/2007 | P0.3 Plumbing Specifications 17/07/2007 G | P2.1 Plumbing Plan - 1st Floor 11/07/2007 G | P2.2 Plumbing Plan - 2nd Floor 11/07/2007 G | P2.3 Enlarged Plumbling Floor 11/07/2007. G               | P3.1 Plumbing idiser Disgrams 1.107/2007 G   | E0.0 Symbols and Schedules 11/05/2007 R  |   | E1,0 Sile Lighting Plan (1786/2007 F  | Site Lighting Plan i 1/05/2007 Photometric Site Plan 11/05/2007  |
|--|------------------------------------|---|---|---|---|--|--|---|---|--|
| Project # 10510 Tel:  Designer a  Jason Bush George Timmerman George Timmerman   | Secrya Timmarman                   | George Tumpranan                          | ti di                                       | George Tinunermen                           | Georgo Tinunerman   | George Timmerman<br>George Timmerman<br>George Timmerman                               | Georgo Timmerman<br>George Timmerman<br>George Timmerman                               | George Tinunerman<br>George Tinunerman<br>George Tinunerman<br>George Tinunerman  | George Timmerman George Timmerman George Timmerman George Timmerman Ronald T. Foss  | George Timmerman<br>George Timmerman<br>George Timmerman<br>George Timmerman<br>Ronald T. Foss   |
| Fax: Designer Reference 400  | 409                                |   | *00   | 409   | 400<br>400  | 400<br>400   | 400<br>400<br>400<br>400   | 400<br>400<br>400<br>400<br>700   | 400<br>400<br>400<br>400<br>700<br>700  | 400<br>400<br>400<br>700   |
| Organization Reference Krasmer Engineering Professional Consulting Eng. Professional Consulting Eng.   | Professional Consulting Eng        | Devise cinnal Consulting Eng              | E in On On Opening texts この was c でいっ       | Professional Consulting Eng.                | Professional Consulting Eng. Professional Consulting Eng. | Professional Consulting Eng. Professional Consulting Eng. Professional Consulting Eng. | Professional Consulting Eng. Professional Consulting Eng. Professional Consulting Eng. | Professional Consulting Eng. Professional Consulting Eng. Professional Consulting Eng. Professional Consulting Eng. Associated Engineering, Incom | Professional Consulting Eng. Professional Consulting Eng. Professional Consulting Eng. Professional Consulting Eng. Associated Engineering, Incor | Professional Consulting Eng.  Professional Consulting Eng.  Professional Consulting Eng.  Professional Consulting Eng.  Associated Engineering, Incorporated-  Associated Engineering, Incorporated- |



| Pima Center I · Building E<br>9180 E. Via de Ventura<br>Spottsdele, AZ 85258 | ĝ m                                   |            | Project # 10510<br>Tea: | Fax                |                                       |
|--|---------------------------------------|------------|-------------------------|--------------------|---------------------------------------|
| Sheet Number   | Sheet Name : :                        | Issue Date | Designar :              | Designer Reference | Organization Reference                |
| . m.   | Parital tsl Floor Lighting Plan       | 11/05/2007 | Ronald T. Foss          | 700                | Associated Engineering, Incorporated  |
| 123.59<br>124.59   | Partial 1st Floor Lighting Plan       | 11/05/2007 | Ronald'T, Foss          | 700                | Associated Engineering, Incorporated- |
| កា<br>ស<br>e   | Parial 2nd Floor Lighting Plan        | 11/05/2007 | Ronald T. Foss          | 700                | Associated Engineering, Incorporated- |
| (This C.)  | Parlial 2nd Floor Lighting Plan       | 11/05/2007 | Ronald T. Foas          | 700                | Associated Engineering, Incorporated  |
| E3.2   | Partial 2nd Floor Lighting Plan       | 31/05/2007 | Renald T. Foss          | 700                | Associated Engineering, Incorporated- |
| m4,0   | Partial 1st Fittor Power Plan         | 11/05/2007 | Ronald T, Foss          | 700                | Associated Engineering, incorporated- |
| 图 4.   | Partial 1st Floor Power Plan          | 11/05/2007 | Ronald T. Foss          | 700                | Associated Engineering, Incorporated  |
| m <sub>4</sub> / <sub>2</sub>  | Partial 1st Floor Power Plan          | 11/05/2007 | Ronald T. Foss          | 790                | Associated Engineering, Incorporated- |
| m<br>&   | Enlarged fst/And Floor Power<br>Plans | 11/05/2007 | Ronald T. Foss          | 700                | Associated Engineering, Incorporated- |
| <u>የ</u> ዩዝ<br><i>ር</i> ታ<br>ርጋ  | Pariial 2nd Floor Fower Plen          | 11/05/2007 | Renald T. Foss          | 700                | Associated Engineering, Incorporated+ |
| IB)<br>CD<br>wi  | Partial 2nd Floor Power Plan          | 11/05/2007 | Ronald T. Foss          | 700                | Associated Engineering, Incorporated- |



|  |                              |            | The state of the s | AND THE REAL PROPERTY AND THE PROPERTY A |                                       |
|--|------------------------------|------------|--|--|---------------------------------------|
| Pima Center I - Building E<br>9180 E. Via de Ventura<br>Scottsdele, AZ 85258 | m                            |            | Project # 10510<br>Tei:  | Tax  |                                       |
| Sheet Number and   | umber.::v                    | 4          | Designer   | ः Designer Referenco   | Organization Reference                |
| E5.2   | Parijal 2nd Flaor Power Plan | 11/05/2007 | Ronald T. Foss   | 700  | Associated Engineering, Incorporated- |
| E&O:   | Partial Roof HVAC/SS Plan    | 11/05/2007 | Ronald T. Foss   | 700  | Associated Engineering, incorporated  |
| me _   | Partial Roof HVAC/ISS Plan   | 11/45/2007 | Ronalö T. Foss.  | 700  | Associated Engineering, Incorporated- |
| E6.2   | Partial Roof HVAC/SS Plan    | 11/05/2007 | Ronald T. Foss   | 700  | Associated Engineering, Incorporated  |
| E7.0   | Single Line Diegram          | 11/05/2007 | Ronald T. Foss   | 700  | Associated Engineering, Incorporated- |
| E7.1   | Details and Calculations     | 11/05/2007 | Ronald T, Foss   | 700  | Associated Engineering, Incorporated  |
| E8.0   | Panelboard Schedules         | 11/05/2007 | Ronald T.Foss  | 700  | Associated Engineering, incorporated- |
| m<br>&   | Panelboard Schedules         | 11/05/2007 | Ronald T. Foss   | 700  | Associated Engineering, Incorporated  |
| 119,2  | Panelboard Schedules         | 11/05/2007 | Ronald T. Foss   | 700  | Associated Engineering, Incorporated- |

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

(A60) 898-0076 (602) 438-5070 (680) 698-7072 FAA P.D. II.CO. 62545 \* PHOENIX, AMERICA HECKS 5020 S. AUTH CTREET \* PHOENIX, AMERICA BEDGG 62, LIC. # ROCOS9299-0-00 - RES AS: LIC. # ROCCE2526-A - CORR. 25640 OPUS West Construction Corporation 2555 East Camelback Road Suite 800 Phoenix, Arizona 85016 INVOICE: 02/13/09 Job No: 1596 Attn: Land Development- Vincent Genetti 0 025 Balance Dobits Crudity Date Pima Center I Building E Project # 10510 Progress Billing as per Contract. 377,628,25 (See attached Application for Payment) Less Previous Application - Est. #7 173,742,75 Gross Increase this Estimate #8 203,885.50 20,388.55 Less Retention this Estimate #8 183,495.95 Net Due this Estimate #8 183,496.95 183,496.95 Total Due E-MAILED FEB 1 3 2009 377.628.25 TOTAL ESTMATE TO DATE 37,762,83 LESS RETENTION TO DATE 339,865.42 NET TOTAL TO DATE 173,742,75 PREVIOUS COTIMATE 17,374.28 PREVIOUS RETENTION 150,368,47 PREV. TOTAL / PYMNT GROSS INCREASE RET. THIS ESTIMATE 203,885,50 20.388.55 183,496.95 NET DUE THIS ESTIMATE RETENTION \$0.00 \$0.00 NET BILLING \$0.00 \$0.00 \$0.00 \$0.00 00,000 00,000,01 0.00 Residential Grading AR Book Job Tracking Sheet 6,000 00 Commercial Grading Billing to Littler Workshoel 47,885,50 Concrete 847,885.50 90,00 Invoice Tracking Worksheet 150,000,00 Paving \$150,000,00 CCAS TAXES: THY CHIN ON FIRE 2004/2004-Z

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## SUBCONTRACTOR APPLICATION FOR PAYMENT

| Project Name: P  | ima Center I - Bailding E                              |  | Project N                              | amber:                                 | 10510                                  |   |                  |  |
|--|--|--|--|--|--|---|------------------|--|
|  | Construction W. Inc.                                   |  | Date of A                              | pplication:                            | 2/13/2009                              |   |                  |  |
|  | 096852   | <u></u>  | HINTE                                  |  |  | ······································      |                  | Name of the last o |
| Sudifician us  | 629 S. 40th Street                                     |  | <br>Applicatio                         | m Nambert                              | \$                                     |   |                  |  |
| Serien con-  | hneaix, AZ 85040                                       | anany tank the war any anana ta a ta a anana   |  |  | 2/1/2009                               | Pe  | riod Fo: 2/28/20 | ma   |
| 7  | 480) 898-7070  | AND THE PROPERTY OF THE PROPER |  |  | 27 (7.200/9                            |   | 2/20120          | )() <b>9</b>   |
| 1 67311245 -   | OPUS West Construction Co                              |  | <del></del>                            |  |  |   |                  |  |
| Remittance Address:  |  | តស្ថិតនេះ  |  |  |  |   |                  |  |
|  | Aitn : Accounts Physiolo<br>2885 East Carnelbuck Road, | Section Silver   |  |  |  |   |                  |  |
|  |  | State and  |  |  |  |   |                  |  |
|  | Phoenix, AZ 85016                                      |  |  |  |  |   |                  | •  |
| CONTRACT INFORMA   | VHON<br>ITEM   | · ····································   | SALPST                                 | AX (S)tif applica                      | htei                                   | 107   | (AL (S)          | ***************************************  |
| ORIGINAL CONTRACT  |  | <del></del>  | NICKARNES I                            | are falled althree                     | ************************************** |   | S467,730.0       | 30   |
| OF LS APPROVED CHA   |  | 27.72  |  |  |  |   | \$0.0            |  |
|  | INTRACT AMOUNT TO DATE                                 | TOTAL  |  |  |  | annon ann ann an | \$467,730.0      |  |
| and the second s |  |  |  |  |  |   |                  |  |
| APPLICATION INFÓR  | MATION   |  |  |  |  |   |                  |  |
| A Total Completed & S  | AND CARLO AL COLO I C                                  |  | \$377,628.                             | 25                                     |  |   |                  |  |
| B Less Retainage   | 10 %   |  | \$25,221.0                             | ************************************** |  |   |                  |  |
| ON EGENOL ULENUMENBURGEN   |  |  |  |  | <del>,,,,,,,,,,,</del>                 |   |                  |  |
| C Total Earned less Re   | tainage (A - B)  |  |  |  |  | \$339,865,43                                | ·············    |  |
| D Less Previous Hilling  | s (previous reg's line C)                              |  | \$156,368.                             | 48                                     | Publicanida.                           |   |                  |  |
| E. Current Payment Do  | ie (C + D)   |  |  |  |  | \$183,496.95                                |                  |  |
|  | us Relainage (H - A + B)                               |  | \$115,322                              | 18                                     | ************************************** |   |                  |  |
| G Current Gross Amount Completed This Period   |  |  |  | 30                                     |  |   |                  |  |
| A THE PERCHANCE AND PERCHAN  | SUBCOSTRAC   | TODE Carre   | tion 70(Jac                            | <u> </u>                               | andrewije.                             | Sogni                                       | er#: 1006852     |  |
|  | Sandarivina i Troni                                    | C 00350135   | 115511 3 Ct - 13140 -                  | ************************************** |  |   |                  | *********  |
|  | BY:  |  |  |  |  |   |                  |  |
|  | DATE:  | Constitution of the same   |  |  |  |   |                  |  |
| APPLICATION BREAK  |  |  |  |  |  |   |                  |  |
| THIS SECTION MUST B  | E COMPLETED IN ORDER FOR                               | THIS PAYMENT TO  | BE PROCESSED                           | BY OPUS                                |  |   |                  |  |
|  |  |  | Work Co                                | mpleted                                |  |   |                  |  |
|  |  | Curreni Comract  | From                                   |  | Total Work                             | Percent                                     | Retaininge This  |  |
| Acquant Code   | Description  | Amount   | Previous                               | This Period                            | Complete                               | Complete                                    | Application      | Net Payment  |
|  |  |  | Application                            |  | I+G                                    | A/H   |                  | G - K  |
| PARTY OF THE SERCE OF  | Earthwork-Survey                                       | \$26,\$(X).Q()   | 18,000.00                              | 6,000:00                               | 24,000,00                              | 90.566%                                     | &00:00           | \$,400.00  |
| 105)0.00-1520-01451.00-2   | Subcontract  |  | ``                                     | 0,0.0104                               |  |   |                  | 17,740740  |
| 1 US 10.00-B20-02300.00-3  | Earthwork - Subcontrast                                | 5120,168.00  | 117,668.00                             |  | (17,668.60)                            | 97,920%                                     | ·                | -  |
| (0510.00-1820-02510.00-5   | 1  | 5231,372.00  | 1,750,00                               | 150,000.00                             | 151,750.00                             | 65.587%                                     | 15,000.00        | 135,000,000  |
| 10510300-820-0258040-8   | Subcontract  Eavoners Markings -                       | £4,400.00  | -                                      |  |  | 0.000%                                      |                  |  |
| TOTAL TANAMAN CONTRACTOR OF THE CONTRACTOR OF TH | Subcontract  |  |  |  |  |   |                  |  |
| 305 (0.00-1820-02410.00-9  | Curb & Guser-CIP = Subconstact                         | \$85,290,00  | 36,324.75                              | 47,885.50                              | 84,210.25                              | 98,734%                                     | 4,788.55         | 43,096.95  |
|  | Total  | \$467,730.00   | 173,742.75                             | 203,885.50                             | 377,628.25                             | 352.807%                                    | 20,388.55        | 183,496.95   |
|  |  | g  | }                                      | Ğ                                      | Ą                                      |   | K                | į į  |
| :  | ·  |  |  |  |  |   |                  |  |
| Entered By :   |  | MA SACRETURE   | Approver                               | l By :                                 | anananaya                              |   |                  |  |
|  | Accounting   | Dare   |  |  | Project                                | Manager                                     |                  | Date   |
| SHADED AREA FOR OPI  | US ACCOUNTING USE ONLY                                 |  | ************************************** |  |  |   |                  |  |
| Vendor ID  |  | Vendor Inv. #  |  | Date                                   |  | Ci/i.                                       | Exp              |  |
|  |  |  | ······                                 |  |  |   |                  |  |
| Printed On: 53/25/2008   |  |  |  |  |  |   | Page             | }  |

### Conditional Waiver and Release on Progress Payment

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

Pima Center I Building E

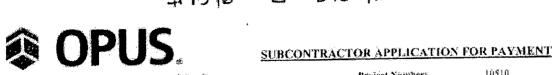
| Project:  |  | Pima Ce   | enter I Building E  |   |
|---|--|---|---|---|
| Job No:   | 15   | 96  |   |   |
| in the sum<br>oronerly end<br>effective to r<br>right, any cla<br>or navment t<br>OPUS Wes<br>to the follow | \$183,496.95 orsed and has elease any Me im for payme ights for pers st Constructi ing extent. T | payable to So been paid by the chanic's Lien, and not rights one in the undersion this release covers | OPUS West Construction Corporation Construction 70, Inc., and when the check has bank on which it is drawn, this document beconstate or federal statutory bond right, any prival under similar ordinance, rule, or statute related igned's position that the undersigned has on the located at  Pima Center I But a progress payment for all labor, services, equip | omes to claim to claim to job of  Ilding E coment, or |
| only, and doo<br>that date. Bo  |  | ny setention pend<br>pient of this docur  | Center I Building F     through 02 ling, modifications and changes, or items furnisment relies on it, that person should verify evid  |   |
| The undersign   | gaed warraars  | that he either has  | salready paid or will use the monies he receives  | from this   |
| for all work,<br>date of this v   |  | ipment, or service  | es provided for or to the above-referenced proj   | ect up to the   |
|   | Date:  | 02/13/09  | Construction 70, In   | 1 <b>Ç.</b>   |
|   | ,  |   | Conteact Administrate   | Jel.  |



### CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

| Project: Pima Center I — Building E  Job No.: 10466.00   |  |
|--|--|
| On receipt by the undersigned of a check from  | paid by the bank on which it is drawn, mechanic's lien, any state or federal claim for payment and any rights under aim or payment rights for persons in the signed has on the job of (Owner) located at |
| (Job Descrip   | tion) to the following extent. This  |
| release covers a progress payment for all lal  | por, services, equipment or materials  |
| furnished to the jobsite or to  (Person with whom undersigned contracted) thro does not cover any retention, pending modificatio that date. Before any recipient of this documen evidence of payment to the undersigned. | ons and changes or items furnished after   |
| The undersigned warrants that he either has all receives from this progress payment to promusubcontractors, materialmen and suppliers for all provided for or to the above referenced project up                         | ptly pay in full all of his laborers, work, materials, equipment or services   |
| Dated:   | (Company Name)   |
| -  |  |
| <u> </u>   | Sy:(Signature)   |
| ·  | (Title)  |

## # 1596 LF DUE 2/10



| roject Name:  | Pinta Center I - Building E   |  | Project Nu               | mbert                                   | 10510      |                                |  |             |
|---|---|--|--------------------------|---|------------|--------------------------------|--|-------------|
|   | Construction 70, Inc.   |  | Date of Ap               | plications                              | 2/13/2009  |                                |  |             |
| Supplier #:   | 1006852   |  |                          |   |            |                                |  |             |
| Address   | 3620 S. 40th Street   |  | Applicatio               | n Number:                               | 8          |                                |  |             |
| rankstrafe र किश्मित्स  | Phoenix, AZ \$5040  |  | Peri                     | od From:                                | 2/1/2009   | Per                            | iod To: 2/28/200   | 39          |
| 91  | (480) 898:7070  | and the second s |                          |   | <u> </u>   |                                | ***************************************  |             |
| hone :  | OPUS West Construction  | Cerenescies  |                          |   |            |                                |  |             |
| Remittance Address :  | Ann: Accounts Payable   | www.jeynene.e.v  |                          |   |            |                                |  |             |
|   | 2555 East Cartelback Ros  | d. Saite 800   |                          |   |            |                                |  |             |
|   | Phoenix, AZ 85016   |  |                          |   |            |                                |  |             |
| CONTRACT INFOR  |   |  |                          |   |            |                                |  |             |
| CONTRACT BUTTOR   | ITEM  |  | SALES T                  | AN (S)(if applie                        | able)      | ror                            | ĂĹ (\$)  |             |
| ORIGINAL CONTRAC  | T AMOUNT  |  |                          |   |            |                                | \$467,730.0  |             |
|   | ANGE ORDER thro 4 f   |  |                          |   |            |                                | \$0.0  |             |
|   | CONTRACT AMOUNT TO DA   | te total   |                          |   |            |                                | \$467,730.0  | 10          |
| E Current Payment F Balance to Finish. C Current Gross An APPLICATION BRE | Retainage (A - B) ings (previous req's line C) Due (C - D) Plus Retainage (H - A + B) count Completed This Period SUBCONTR. BY: DATE:   | Hold<br>Bu   | 5173,742.<br>FOR         | *************************************** | /<br>< \$  | 5;56,208.48<br>59,00<br>Suppli | er#: 1000852   |             |
| Account Code  | Description   |  |                          |   |            | Percent<br>Complete            | Retainage This<br>Application  | Net Payment |
|   |   |  |                          |   | I+G        | A/A                            |  | G .K        |
| 10510,00-1120-01451.0   | 0-S Eanbwork-Survey -   | -\$26,500,00   | 18,000.00                | Inn.                                    | 00.005,81  | 67.925%                        | *  | *           |
|   | Subcontract   | \$120,168,00   | 117,658.00               | 6000                                    | 117,608.00 | 97.920%                        | •  |             |
| 10310.00-020-02300.0  |   |  | 1,759,00                 |   | 1,750.90   | 0.756%                         |  | *           |
| 10510,00-1320-025163  | 0-5 Bituminous Paving -<br>Subcontract  | S231,372,00  | L <sub>1</sub> 1,250,000 | 150,000                                 |            |                                |  |             |
| 10510,00-B20-02580.0  |   | \$4,400.00   | *                        | -                                       | -          | 9.000%                         | -  | •           |
|   | Sahoonbact  | \$85,290,00  | 26,324.75                |   | 36,324,75  | 42.590%                        |  | -           |
| 10510.00-B20-02410.0  | O-S Curb & Ouner-CIP -<br>Subcontract   | 282*536900   | ag (Jage 1827) a 2 al .  |   |            |                                |  |             |
|   |   | otal \$467,730.00  | 173,742,75               | -                                       | 173,742.75 | 209.190%                       | <u> </u>   | ļ           |
|   |   | н  | 1                        | G                                       | <u> </u>   | <u> </u>                       | K  | <u>E</u>    |
| •   |   |  | <b></b>                  | a no c                                  |            |                                |  |             |
| Entered By:   |   |  | Approve                  | o by 1                                  | Terrior.   | ı Manager                      | MARKET OF THE PARTY OF THE PART | Date        |
|   | Accounting  | Date   |                          |   | riolei     | e manager                      |  |             |
| SHADED ARLS FOR Ventor  Ventor  Printed On: 03/25/20                      | OPUS ACCOUNTING USE ONLY D. Service of the service | Vendor Inv. #  |                          |   |            |                                | /Exp<br>Page   |             |



Printed Out 03/25/2008

### SUBCONTRACTOR APPLICATION FOR PAYMENT

| roject Name:   | Plan Cencer I - Building E                |  | Project No  | mber:              | 10310  | w/www.rep.vq        |                            | <del></del>                           |
|--|---|--|---|--------------------|--|---------------------|----------------------------|---------------------------------------|
| Subcontractors   | Construction 70, (nc.                     |  | Date of Ap  | plication:         | 2/13/2009  |                     |                            |                                       |
| Supplier#:   | 1006852                                   | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,   | <del></del>                                       |                    |  |                     |                            |                                       |
|  | 2620 S. 40th Street                       |  | <br>Applicatio                                    | s Number:          | 8 .  |                     |                            |                                       |
| Address  | Phoenix, AZ 85040                         | •  | Peri  | od Fram: 🔭         | /1/2009  | j) er               | iod To: 2/28/200           | 19                                    |
|  | (486) 898-7070                            |  | <del>, , , , , , , , , , , , , , , , , , , </del> |                    | 112001   |                     |                            | <del>,</del>                          |
| inone i  | OPUS West Construction (                  | *Alessention   | <del></del>                                       |                    |  |                     |                            |                                       |
| temittance Address :   | Aun : Accounts Payable                    | and france server  |   |                    |  |                     |                            |                                       |
|  | 2555 East Camelback Road                  | Suite Sit  |   |                    |  |                     |                            |                                       |
|  | Phoenix, AZ 85016                         | e, worker to a   |   |                    |  |                     |                            |                                       |
| CONTRACTINFOR  |   |  |   | •                  |  |                     |                            |                                       |
| CONTRACT HITOK   | TTEM                                      |  | SALES TO  | XX (S)(if applicat | ite)   | ror                 | AL (\$)                    |                                       |
| ORIGINAL CONTRA  | <u> </u>                                  |  |   |                    |  |                     | \$467,730.0                | ð                                     |
|  | IANGE ORDER Sim # 2                       |  |   | <del></del>        |  |                     | \$Q. <b>0</b>              | 0                                     |
| Charach in the same  | CONTRACT AMOUNT TO DAT                    | e total  | -   |                    |  |                     | \$467,730.0                | 0                                     |
|  |   |  |   |                    |  |                     |                            |                                       |
| APPLICATION INFO   | NOTEMEN                                   |  |   |                    |  |                     |                            |                                       |
| A Total Completed A  |   |  | \$329,742.  | 15                 |  |                     |                            |                                       |
| Loss Retainage   | 10 %                                      |  | <u>52(),4)2,4</u>                                 | <u>}</u>           | <del></del>  |                     |                            |                                       |
| Total Earned less  | Refalmage (A B)                           |  |   |                    | 3  | \$296,768.48        |                            |                                       |
| ) Less Previous Bill   | ings (previous req's line C)              |  | \$156,368   | (3                 |  |                     |                            |                                       |
| Current Payment Balance to Finish,   | Due (C - D)<br>Plus Retainage (H - A + B) |  | <b>\$158,4</b> 397                                | 73.                | - (:<br>)  | \$140,400.00        |                            |                                       |
|  |   |  | \$156,000 <i>a</i>                                | (vá                |  |                     |                            |                                       |
| G. Current Gross As  | sount Completed This Period               | , and the last of  | ***************************************           | 24                 |  | Suppli              | er#: 1006852               |                                       |
|  | SUBCONTIV                                 | CCORC Construc   | tion 70, Inc.                                     |                    |  | ratedalese          | G 41 1000B3E               |                                       |
|  | BY:                                       |  |   |                    |  |                     |                            |                                       |
|  | DATÉ:                                     | # farmer or a second se |   |                    |  |                     |                            |                                       |
| APPLICATION BRE  | <u>akdown</u>                             |  |   |                    |  |                     |                            |                                       |
| THIS SECTION MUS   | THE COMPLETED IN ORDER FO                 | ot tranceau sint a<br>]  | BE PROCESSET<br>Work Co                           | nspicted           |  |                     | •                          |                                       |
| Account Code   | Description                               | -Current Contract<br>Amount  | From<br>Previous<br>Application                   | This Period        | Totul Work<br>Complete   | Percent<br>Complete | Retainage This Application | Nei Paymens                           |
|  |   |  | rippication                                       |                    | Ĩ + G.   | A, CH               |                            | G-K                                   |
| 10510.00-B20-01451.0   | GS Eanthwork-Survey                       | \$26,300,00  | 18,630,50   | 6,000,00           | 24,000,00  | 90.568%             | 600.00                     | 5,400.00                              |
| ,  | Subcontract                               | \$120,168.00   | 117,668.00  |                    | i 17,668.00  | 97,92 <u>(1</u> %   |                            | · · · · · · · · · · · · · · · · · · · |
| 10510.00- <b>B20-0</b> 2300.0  |   | \$231,372.00   |   | 150,000.00         | 151,750.00   | 65.587%             | 15,000.00                  | 135,000.00                            |
| 10510.00-B20-02510-0   | i0-S Bituminous Powing -<br>Subcontract   | المالندا دراجين  | E É a ⊕aticatati                                  |                    |  |                     |                            |                                       |
| 10510.0G-B20-02580.G   | 0.S Payernent Markings -                  | \$4,400.00   | •   | •                  | ÷.   | 0.000%              | *                          | •                                     |
|  | Subcontract  XI-S Curb & Gutter-CIP -     | \$85,290.00  | 36,324.75   |                    | 36,324.75  | 42,590%             | <u> </u>                   | *                                     |
| 4 C 8 4 8 AS PAG 04 140 5  | Subcontract                               |  |   |                    | The second secon |                     |                            |                                       |
| 10510,00-B20-02410.0   | Specialnas                                | tal \$467,730.00   | 173,742,75  | 156,000.00         | 329,742,75   | 296.662%            | 15,600.00                  | 140,400,0                             |
| 10510.00-B28-02410.0   | Subcourage To                             |  |   |                    | A 1  |                     | К.                         | E.                                    |
| 10510,00-B26-02416.0   |   | H H  | 1   | G,                 |  |                     | <u> </u>                   |                                       |
| The state of the s |   |  | Annexa  |                    |  |                     |                            | handa ay o marana ay marana           |
| 10510,00-B29-02410.(   |   |  | Approve   |                    | ×3::3  | t Munager           |                            | Date                                  |

|           | 720<br>725<br>730<br>735<br>785<br>Alt 745  | Cost Code | Case Bid  |
|-----------|---|-----------|---|
|           | Transitions Single Curb Vertical Curb Extruded Curb Parkway Grading 9" Thick Sidewalk Asphalt Crossings | Concrete  | Pima Center 1 Building E<br>JOB # 1596                        |
|           | 34<br>4,065<br>400<br>160<br>1,540  | LING      |   |
| Sub       | \$5555 <u>5</u>   |           |   |
| Sub TOTAL | 65.00<br>17.85<br>14.85<br>6.75<br>3,500.00   | UNITS     |   |
| 85,290,25 | 2,210.00<br>72,560.25<br>5,940.00<br>1,080.00<br>3,500.00   | TOTALS    |   |
|           | 2,035   |           | で<br>10<br>10<br>10<br>10<br>10<br>10<br>10<br>10<br>10<br>10 |
|           | 34<br>2,030<br>400<br>\$3,500.00  |           | 13-Feb D9   |
|           | 34<br>4065<br>400<br>0<br>\$3,500.0   | to Date   | Total Bille   |

# Se Cierk Lie

Bid based on one mobilization (additional move-ine billed @ 2000.00 es.)

Bid based on construction water from onsite hydrant

Job bid at MAG "B" (2500 psi)

Excludes Sawcut, Removals, Demo, Traffic Control, ABC, Unsuitable Material Track-Out Rock, Street Balance, Catch Basins and Handicap ramps

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

If Approved Sidswalk in Asphalt poured at 8" thick MAG "AA" ( 4000 psi w/ Fiber ) Not responsible for bismished, chipped or demage concrete caused by others

Excludes anything not listed on this proposal

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

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

|  | 90.4-ug - Ris-<br>90.4-ug - Ris-<br>14   | - 250.52<br>- 1772 .   | · · · · · · · · · · · · · · · · · · ·  | and the second second     | 7.803 678(9670<br>6021 428(27070   |
|--|--|--|--|---------------------------|--|
| LIE. * ROCHEYZ<br>LIE. W ROCOGE  | yang dan Karana. Arawa<br>Alaka - Endr   | aë: ppnes  |  |                           | 662) 456-7012 FAX.   |
| C  | PUS West Construction Corporation  |  |  | INVOICE                   | 25693  |
| 2  | 555 East Camelback Road Suite out  | aggggggggggggggggggggggggggggggggggggg   |  | Date:_                    | 03/12/09<br>1596   |
| À  | Attn: Land Development- Vincent Genetti  | · · · · · · · · · · · · · · · · · · ·  |  | Job No:_                  | I. SUN.  |
| O 025  | Osscopion  |  | Dolbits  | Credits                   | Ballinge   |
| Date   | Pima Center   Building E   |  |  |                           |  |
|  | Contract Billing   |  |  |                           |  |
|  |  |  |  |                           |  |
| Est. #9   F  | Progress Billing as per Contract. (See attached Subcontractor App for Payment)   |  | 512,025.00   |                           |  |
|  | Loss Prev. Applicat  | ion = Est. #8  | 377,628,25   |                           | ,  |
|  | Gross Increase   | Estimate #9  | 134,396.75   |                           |  |
|  | Less Retention   | 1  | 13,439.67  |                           |  |
|  |  | s Estimate #9  | 120,957.08   |                           | 120,957.08   |
| 5 -  |  |  |  |                           |  |
|  |  |  | ·  |                           |  |
| and the second s |  |  |  |                           | ·  |
| .  |  |  |  |                           |  |
|  |  |  |  |                           |  |
|  |  |  |  |                           |  |
| and the second s |  | •  |  |                           |  |
|  |  | ;  | ·  |                           |  |
|  |  |  | -  |                           | manufacture and the second sec |
|  |  |  |  |                           |  |
|  |  |  | The second secon | •                         | The state of the s |
|  |  |  |  | Total Due                 | \$ 120,957.0   |
|  | Angel Aller (A) The Control of the C |  |  |                           | •  |
|  | TOTAL ESTIMATA   | · PA DATE  | 512.025.0  | Ý                         |  |
| •  | LESS RETENTION   | פרים פריו  |  | 0.0                       | <u>)</u> 512.025.  |
|  | NETTOTAL 10<br>PREVIOUS EST  | TIMATE   | 377,628,2  | 0.0                       |  |
|  | PREVIOUS RET   | PYSINT   | 134.396.7  | 4                         | 377,628  |
|  | READRS PART. THE CALL | MAATE  | 137339:/   | 0.0                       | 0 134,396  |
|  | · · · ·  | ACCOMMENT OF THE PROPERTY OF T | رمال المحاسلان وروا موران  | HET BILLING               |  |
| <u>ර</u><br>ර  | AR Book Job Tracking Sheet<br>Billing to Labor Workshoot   | ብ ያስር እስ   | () Residential Grading<br>O Commercial Grading   | \$12,870,00<br>\$0,010,58 | \$1,430,60 \$0.00<br>\$1,601.47 \$0.00   |
| 0 0  | Invoice Tracking Workshork   | 10,011.7<br>110,085.0  | 5 Concrete<br>0 Paving   | 499,076.50                | \$11,008.50 \$0.30   |
| . ب  | CCAS TAXES; Tax Content File 2004 2084 2 21530;  | 0.0  | <u>o</u>   | 3210                      | 0; 154,396.75  |



Printed On: 03/25/2008

### SUBCONTRACTOR APPLICATION FOR PAYMENT

| S OI                    |  | mar I - Building E .                 | SUBCONTRAC.      | Project Nim  |  | 10510  | _                                       |   |  |
|-------------------------|--|--------------------------------------|------------------|--|--|--|---|---|--|
| rojeci Name:            |  | rior, 70, Inc.                       |                  | Date of App  | lication:  | 3/12/2009  |   |   |  |
| ubcontractors .         | Ministerium  |                                      |                  | ** = (   |  | The state of the s | *************************************** |   | -  |
| uppiler üt              | 1006852  |                                      |                  | Application  | Number:  | 9  |   |   | ٠  |
| .adress:                |  | (fish Street                         |                  | •  |  | 2009   | Perio                                   | of To: 3/31/200                         | <u>19</u>  |
|                         | V-10-144-0-14-14-14-14-14-14-14-14-14-14-14-14-14- | , AZ 85040                           |                  | remo   | E E B (Mill)   | 2007   |   | William Control                         |  |
| hone:                   | (485) 89   |                                      |                  |  |  |  |   |   |  |
| emittance Address :     |  | PUS West Construction Corp           | gration          | •  |  |  |   |   |  |
|                         |  | ian : Aconums Payable                |                  |  |  |  |   |   |  |
|                         | 3  | 555 East Canwillack Road, St         | .ite 8081        |  |  |  |   |   |  |
|                         |  | hospik, AZ 85016                     | -                |  |  |  |   |   |  |
| CONTRACT INFOR          | MATION   |                                      |                  | SALES TA   | X (S)(if applicable  | ·/   | TOTA                                    | J. (5)                                  | ***************************************  |
|                         |  | TTEM.                                |                  |  |  |  |   | \$467,730.00                            | į  |
| ORIGINAL CONTRA         | CLAMUR   | SOUTH AND SE                         |                  |  |  |  |   | \$44,295.00                             |  |
| OPUS APPROVED C         | PANGE  | PACT AMOUNT TO DATE I                | TOTAL            |  |  |  |   | \$\$12,025.00                           | )  |
|                         | 2.03.11  | 2330                                 |                  |  |  |  |   |   |  |
|                         |  | The same of                          |                  |  |  |  |   |   |  |
| APPELICATION ENFO       |  |                                      |                  | \$512,925.0  | 0  |  |   |   |  |
| A Total Completed       | & Stored   | to Date<br>10 %                      |                  | \$38,660,70  | and the second of the second o | Marketti .   |   |   |  |
| l kess Reminage         |  |                                      |                  |  |  | ٠,   |   |   |  |
| Total Earned less       | Reigings   | ge (A - B)                           |                  |  |  | \$   | 473,364,30                              | *************************************** |  |
|                         |  |                                      |                  | 5352,407.2   | 3  |  |   |   |  |
|                         |  | rejous rég's line Cj                 |                  | Carrier Control of the Control of th |  | Š  | 120,957.08                              |   |  |
| E. Carcent Paymen       | Due.(C.  | : D)<br>                             |                  | \$38,660.70  |  | ·****  |   |   |  |
| •                       | •  | talnage (日 - A + B)                  |                  | m 10 4 10 3 2 2  |  |  |   |   |  |
| G Current Gross A       | mount C  | ompleted This Period                 |                  | / \$134,396.7  | <u>5</u>   | _  | Supplie                                 | e#: 1006852                             |  |
|                         |  | SUBCONTRAC                           | FOR: Construct   | fon 70, Inc.   | AI - 0   | <u> </u>   | anteine:                                | Las londos                              |  |
|                         |  | BY:                                  | - do             | 2  | Ansient)   |  |   |   |  |
|                         |  | DATE:                                |                  | 7 3.1  | 1109   |  |   |   | Transmitter.   |
| APPLICATION BE          | r a z BOŸ  |                                      |                  |  |  | ······   |   |   |  |
| THE SECTION MES         | 17.040.55<br>17. RE (X)                            | MPLETED IN ORDER FOR                 | THIS PAYMENT TO  | BE PROCESSED   | S BY OPUS  |  |   |   |  |
| THE SELVE HAVE ASSESSED | grif della serva                                   | ORGA WARREN A ANDRES 1997            |                  | Work Co  | mpieted  |  |   |   |  |
|                         |  | T                                    |                  | Prom   |  |  | n was and                               | Retainage This                          |  |
|                         |  | Description                          | Current Contract | Previous   | This Period  | Total Work<br>Complete   | Percent<br>Complete                     | Application                             | Net Payment  |
| Argount Cod             | rg.  | 1,700,000                            | Amount           | Application  | THE ECONO  | *  |   |   | 0-K  |
|                         |  |                                      |                  | 24,000,00  | 2,500.00   | 1+0<br>26,500.00   | 100.000%                                | 250,(X)                                 | 2,250.00   |
| 10510.00-320-01451      | 00.8   | Earthwork-Survey                     | \$26,500.00      | 24,000000  | A CONTRACTOR I   | 420,090,00   | ,                                       |   |  |
| J0510.00-820-02300      | iir. 4   | Subcontract  Earliwork - Subcontract | \$1,29,468,00    | 117,668.00   | 11,800.00  | 129,468.00   | ,00x00x0%                               | 1,380.00                                | 10,620.00  |
| 10510.00-B20-02510      |  | Bitaminous Paving -                  | \$257,435.00     | 151,750.00   | 105,665.00   | 257,435.00   | 100.000%                                | 10,588.50                               | 95,116,50  |
| 110210700+B30+05310     | מינוקה   | Sapcontract                          |                  |  | 4,400.00   | 4,400,00   | 100.000%                                | 440.00                                  | 3,962,00   |
| T0510.00-B20-02580      | .00-š  | Pavement Markings *                  | \$4,400.00       | #  | 4,400.003  | #2400000   | 100-264656                              |   |  |
| (0510.00-1920-02410     | nn's   | Subcontract Curb & Goger-CtP +       | \$85,290,00      | \$4,210,25   | 1,079.75   | 85,290.00  | 190,000%                                | 107.98                                  | 971,78   |
| (N2 10:00:40:T0-2:*41:  | NOD-O  | Subcontract                          |                  |  | 0.7537.745   | 8,932,00   | 100,000%                                | \$93.20                                 | 8,038.80   |
| 10510.00-1140-03103     | 130-S  | Conc Sidewalks                       | \$ 8,932.00      | ļ  | 8,932,00   | 0,722,00   | 2 (Der (ERFE) All                       | 37.37.41                                |  |
|                         |  |                                      |                  |  |  |  |   |   |  |
| Andie of constraints    |  |                                      |                  |  |  |  |   |   |  |
|                         |  | Tota                                 |                  | · · · · · · · · · · · · · · · · · · ·  |  | 512,025,00   | 600,000%                                | 13,439,68<br>K                          | \$20,957,08<br>P   |
|                         |  |                                      | <u>iT</u>        | <u>                                     </u>   | G J  | <u> </u>   | 1                                       | 1                                       | <u> </u>   |
|                         |  |                                      |                  | Ainment  | d By:  |  |   |   |  |
| Entered By :            |  |                                      | EN               | Approve  |  |  | i Manager                               |   | Date   |
|                         |  | Accounting                           | Date             |  |  | 1.010  |   |   | ACMMINISTRATION OF THE PROPERTY OF THE PROPERT |
| SHADED AREA FO          | H OPUS I   | ACCOUNTING USE ONLY                  |                  |  |  |  | -                                       |   |  |
| Vendo                   |  |                                      | Vendor hiv. 4    |  | Date   |  | G1                                      | , Exp                                   |  |
| 1                       |  |                                      |                  | *  | المانىية المانية   |  | 14440111144                             | ::                                      |  |

Page



### SUBCONTRACTOR APPLICATION FOR PAYMENT

|       | E  | E  |
|-------|----|----|
| 1:    | 59 | 6  |
| 3//   | 0/ | 09 |
| - / ' |    | -/ |

|   | Pints Center 1 - Building E              | :  |                            | Project N               | umber:             | 10510  |  | 3/.                                     | 19/09                                   |
|---|--|--|----------------------------|-------------------------|--------------------|--|--|---|---|
| roject Names                            | Construction 70, Inc.                    |  |                            | ···                     | pplication:        | 2/13/2009  |  |   | <i>f</i>                                |
| ubcontractors                           | 1006852                                  |  |                            |                         | ***                | 314  | and the state of t |   | ······································  |
| rpplier #:                              | 3620 S. 40th Street                      |  |                            |                         | on Numbers         | 9  |  |   |   |
| ddress:                                 | Pheenix, AZ 85040                        |  |                            | - <del></del>           |                    | 3/1/2009   | Рe   | riod To: 3/31/20                        | 1793                                    |
|   | (480) 898-7070                           |  |                            |                         |                    | H DYDAG  |  | 5.132 E.1301                            |   |
| iane :                                  | OPUS West Constr                         | metica Ćar   | sorsiás                    | <del></del>             |                    |  |  |   |   |
| mittance Address :                      | Aun : Accounts Pa                        |  | <b>1</b>                   |                         |                    |  |  |   |   |
|   | 2555 East Comelba                        |  | luite 800                  |                         |                    |  |  |   |   |
|   | Phoenix, AZ 85010                        |  |                            |                         |                    |  |  |   |   |
| ONERACT ENFORM                          |  |  |                            |                         |                    |  |  |   |   |
|   | ITEM                                     |  |                            | SALES T                 | AX (\$)(if applica | ble)   | TOT  | (\$)                                    | ,                                       |
| RIGINAL CONTRAC                         |  |  |                            |                         |                    |  |  | \$467,730,i                             | <u> </u>                                |
| PUS APPROVED CH                         | ANGE ORDER thro # 5                      | Sign of the second   | 1.494° 4 1                 |                         |                    |  |  | \$44,295,0<br>\$512,025,0               |   |
|   | CONTRACT AMOUNT 1                        | IO DATE:   | IOIN:                      |                         |                    |  |  | 1 c 1 c 2 c 2 c 2 c 2 c 2 c 2 c 2 c 2 c |   |
| PPLICATION INFO                         | RMATION                                  |  |                            |                         |                    |  |  |   |   |
| Total Completed &                       |  | . 6/   |                            | \$377,628.              |                    |  |  |   |   |
| Less Retainage                          | <del>on.o.</del>                         | 10 %   | •                          | \$25,321,0              | ) <u>\$</u><br>-   | wamit  |  |   |   |
| Total Earned less 1                     | tetsinage (A - B)                        |  |                            |                         |                    |  | \$339,865.43   |   | •                                       |
| Less Previous Billi                     | ogs (previous req's line C               | )  |                            | <u> </u>                | .43                |  |  |   |   |
| Current Payment I<br>Balance to Finish, | lue (C + D)<br>Plas Retainage (H + A + B | ;)   |                            | \$159,617               | .78                | ·  | <b>\$</b> 0:00   |   |   |
| Current Gross Am                        | opat Completed This Per                  | ind:   |                            | \$0.60                  |                    |  |  |   |   |
| Average a green and a tusing the annual |  | ONTRAC'  | FOR: Consuber              | tion 70, lac.           | ·····              |  | Suppli   | ier#; 1006852                           |   |
|   |  | Selection and  | A A PRODUCT SAN            | , , , , ,               |                    |  | ······································   |   | *************************************** |
|   | BY:                                      |  |                            |                         |                    |  |  |   | <del></del>                             |
|   | DATE                                     | :  |                            |                         |                    | aquena esperante de la composição de la co |  |   | *******                                 |
| PPLICATION BREA                         | <u>KPOWN</u><br>BE COMPLETED IN ORI      | DEB EOR.   | CHIS PAYMENT TO            | BETROCESSE              | D.BY OPUS          |  |  |   |   |
| HIS SIX. LIDY MOST                      | ist coar latter at ord                   | Girik 1 Ost  |                            |                         | ampleted.          |  |  |   |   |
|   |  |  |                            | Prom                    |                    |  | ,  | 1                                       |   |
| Account Code                            | Descriptio                               | om.  | Current Connact<br>Antount | Previous<br>Application | This Period        | Total Work<br>Complete   | Percent<br>Complete  | Retailange This Application             | Net Paymen                              |
|   |  |  |                            |                         |                    | lπG  | A/H  |   | 0-K                                     |
| )\$10.00-B20-08451.60                   |  | ٠.,  | \$26,500.00                | 24,000.00               |                    | 24,000.00  | 90.566%  | •                                       | -                                       |
| )S 10.00-B20-02300-U                    | Subcontract  +\$ Earthwork - Subco       | onemici  | \$129,468.00               | 117,668.00              |                    | 117,668.00   | 90,886%  | <del>.</del> .                          | •                                       |
| )510.00-B20-02510.((                    |  |  | \$257,435,00               | 151,750.00              |                    | 1\$1,550.00  | \$8.947%   | ~                                       | •                                       |
| X).082E11-0261-00.01E(                  | 3-S Pavement Marking<br>Subcentraci      |  | \$4,400.00<br>\$85.000.00  | 24.210.28               | *                  | 84,2   0.2\$   | 0.000%<br>98.734%  | *                                       |   |
| 0510:00-B20-02410.00                    | Subcontract                              | t ~  | \$85,290.00<br>\$ 8,932.00 | 84,210.28               | 1080.              | 94'510'53  | 95.734%<br>0.000%  | **                                      | -                                       |
| 9510.00-840-03100.0                     | C*1                                      |  |                            |                         | 8932.              | **************************************   |  |   | <b></b>                                 |
|   |  | Total  | \$512,025.00               |                         |                    |  |  |   | 1                                       |
|   |  |  |                            | த்துமுகளுக்குள்         |                    | ስማም ፈው <b>ወ</b> ፕሬ   | 339.133%   |   |   |
|   |  |  | Н                          | 377,628.25<br>1         | G -                | 377,628.25<br>A  | 3.19.13.2%<br>J  | K                                       | E                                       |
|   | 1  |  |                            |                         | -L                 | <del></del>  |  |   |   |
|   | •  |  |                            |                         |                    |  |  |   |   |
| ntered By :                             |  | Line Confession Annual Confession |                            | Approve                 | ná By:             |  |  | sicure interessessessessessesses        |   |

|           | 0     | PUS.                  |
|-----------|-------|-----------------------|
| Project N | lame: | Pina Crister I - Ital |
|           |       | "Tommersching 70. In  |

### SUBCONTRACTOR APPLICATION FOR PAYMENT

|  | Ping Crister I - Ital                 | Mino F                       |                                       | Project N         | umber:                                  | (0510                                   |   |  |  |
|--|---------------------------------------|------------------------------|---------------------------------------|-------------------|---|---|---|--|--|
| njeri Name:  | "Terretaction 70, to                  |                              |                                       | •                 | pptication:                             | 2/13/2009                               | *************************************** |  |  |
| ibblica (j.<br>ipcautricum;  |                                       |                              |                                       |                   |   | *************************************** |   | ***************************************  |  |
| ddress:  | to K                                  | nds <sub>15</sub><br>= 16800 |                                       | Applicati         | an Number:                              | 9                                       |   |  |  |
|  | PM 53                                 |                              |                                       | Per               | riod Fron: 3;                           | 172009                                  | Per                                     | iod Tat 3/31/20  | <u>04</u>  |
| hone:  | <i>b</i> -                            | · 16800                      | - 1                                   |                   |   | •                                       |   |  |  |
| emittance Address  | KCO34 =                               | 287236                       |                                       |                   |   |   |   |  |  |
|  |                                       |                              | * *                                   |                   |   |   |   |  |  |
|  |                                       |                              | 1                                     |                   |   |   |   |  |  |
| ONTRACT INFOR  | Y MATION                              |                              |                                       |                   |   | •                                       |   |  | Accessory and the Control of the Con |
|  | TTI                                   | M                            |                                       | SALES             | (AX (\$)(if applicat                    | ile)                                    | TOT                                     | AL (\$)  | . X  |
| ORKANAL CONTRA   |                                       |                              |                                       |                   | ·                                       |   |   | \$467,736.0<br>\$44,295.0  |  |
| SPUŠ APPROVED C  | HANGE ORDER HE                        | ARS<br>OLDST VO DATE TOY     | \$1                                   |                   |   |   |   | \$512,025.0  | ***************************************  |
|  | CONTRACT ASS.                         | 2004 ST (580.00 185)         | (1),                                  |                   |   |   | 2000°CM-011116                          |  |  |
| APPEACATION INE  | OUMATION                              |                              |                                       |                   |   |   |   |  |  |
|  |                                       |                              |                                       | 1377.621          | 25                                      |   |   |  |  |
| A Total Completed  R Less Reminage                                   |                                       | Bu %                         |                                       | \$25,221          | )3                                      | #50000#4 <del>00</del> -                |   |  |  |
|  | 222                                   |                              |                                       |                   |   | 8                                       | 339,865,43                              |  | •  |
|  | s Retainage (A - B)                   |                              |                                       | <b>\$33</b> 9,865 | : 44                                    | <del></del>                             |   | Accounting to the second   |  |
|  | llings (previous req's                | etine C)                     |                                       | 3.239,00.         | 1.44t                                   | ······································  | Φ.6¢                                    |  |  |
| Carrent Payment  | i Doc (C+D)<br>1, Plus Reininage (H-  | - A == B1                    |                                       | \$159,617         | 1,78                                    |   | 3.07                                    |  |  |
|  |                                       |                              |                                       | 40.00             |   | •                                       |   |  |  |
| G Gurrent Gross A  | aguat Completist T                    |                              |                                       | \$0.00            |   | -                                       | Sugplie                                 | er#i 1,006852  |  |
|  |                                       | SUBCONTRACTOR                | Constructs                            | on 70, mc.        |   |   |   |  | MANAGET KANDIK   |
|  |                                       | BV:                          | ·                                     |                   |   |   |   | _L. HARRISTON OF STREET, THE S |  |
|  |                                       | DATE:                        | ALCONOMICA CONTRACTOR                 |                   | *************************************** |   |   |  |  |
| APPLICATION BR   | <u>Kakbown</u><br>Striczomanie etek   | IN ORDER FOR THE             | CPAYMENT TO I                         | BE PROCESS        | EO BY-OPUS                              |   |   |  |  |
| THE MIZTURES SAINS   | 3 & ESTE OF COURT OFF ) 1914          | The same state of the same   |                                       | Work C            | completed                               |   |   |  |  |
|  | · · · · · · · · · · · · · · · · · · · |                              |                                       |                   | 1                                       | Total Work                              | Percent                                 | Reminage This  |  |
| Account Cod  | le d                                  | Rick's                       | 1:11:                                 | in la             | This Period                             | Complete                                | Complete                                | Application  | Nei Payment  |
|  | /Wa                                   | MERS                         | acumy                                 | sryo              |   | 1+0                                     | A/H                                     |  | G-K  |
| 10510 (6.8204)451  | <del></del>                           | •                            | · · · · · · · · · · · · · · · · · · · | \$LOP"            | 700                                     | 24,000.00                               | VO.366%                                 |  | ٠  |
|  |                                       |                              |                                       |                   | 2500                                    | 117,668.00                              | 90.885%                                 |  |  |
| 11 <sub>6</sub> 510 00-320-422 400                                   |                                       |                              |                                       |                   | 11.800                                  | 151,750.00                              | 58,947%                                 |  |  |
| 10510.00-B20-02510   | 00-8                                  |                              | -                                     |                   | 05.685                                  |   | 0,000%                                  |  |  |
|  |                                       |                              |                                       |                   |   |   |   | 3  | 1  |
| 10110 (0-820-025)(0  | Pann                                  |                              |                                       |                   | 4.400                                   | •                                       |   |  |  |
| 10510 00-B29-02580<br>10510 00-B20-02410                             |                                       |                              |                                       |                   | 4400                                    | 84,210.25                               | 98.734%                                 |  | -  |
| (0516 (0)-13 <b>2</b> (-024(0)                                       |                                       |                              |                                       |                   | 4.400                                   |   |   |  | -  |
| (0516 (0) B20-02410  |                                       |                              |                                       |                   | 4.400                                   |   | 98.734%                                 |  |  |
| (0516 (0) B20-02410  |                                       |                              |                                       |                   | 4.400                                   |   | 98.734%                                 |  |  |
| (0510 00-B <b>2</b> 6-02410  |                                       |                              |                                       |                   | 4400                                    |   | 98.734%                                 |  | *  |
| (0510 00-13 <b>2</b> 6-02410   |                                       |                              |                                       |                   | 4.400<br>G                              | 84,210.25                               | 98.734%<br>0.000%                       |  |  |
| 10510 (QLB20-02410.<br>10510.03:B40-03100                            |                                       |                              |                                       |                   | G                                       | 84,210,25                               | 98.734%<br>0.000%                       |  | *  |
| 10516 (iju.1326-02410.<br>19510.165.1340-03300                       | (\$75.\$<br>(\$00.\$                  | · · ·                        | Bota                                  |                   |   | 84,210,25<br>377,628.25<br>A            | 98.734%<br>0.000%                       |  | *  |
| 10516 (iju.1326-02410.<br>19510.165.1340-03300                       | (\$7)-\$<br>(\$0)-\$                  | ing.                         | Pate                                  |                   | G                                       | 84,210,25<br>377,628.25<br>A            | 98 734%<br>0.000%<br>539 133%           |  | Ē  |
| (0310 00-1326-02410)<br>10310.05-1340-03100<br>Entervel By :         | (\$75.\$<br>(\$00.\$                  | vi USL Will                  | Corolidado                            |                   | G<br>By:                                | 84,210,25<br>377,628,35<br>A            | 98.734%<br>0.000%<br>339.133%<br>J      | K  | i li   |
| (0310 00-1326-02410)<br>10310-063-1346-03100<br>10310-063-1346-03100 | Account                               | vi USL Will                  | Date                                  |                   | G<br>By:                                | 377.628.25<br>A                         | 98 734%<br>0.000%<br>539 133%           | K  | i li   |

## Construction 70, Inc.

Az, Lic. # A-59799 - Res. Az, Lic. # A-68534 - Comun. P.O. Box 62345 \* Phoenix, Arizona 65082 3626 S. 40th Street \* Phoenix, Arizona 65040 (480) 898-7070 (601) 458-7070 Fax (480) 898-7072

| designation:   | Opus West Construction Corporation   | 602-468-7000  | 602.4  | 68-7010        | " 02/23/09                              |
|----------------|--|---|--|----------------|---|
|                | 2555 Kast Camelback Road Suite 800   | Puna Center 1 Bu  | Targetting and the contract of |                | 200000000000000000000000000000000000000 |
| and the second | Phoenix, Arizona 85016   | Lication: 101 & Via De Ven  |  |                | 24                                      |
|                | Vincent  | Scottsdale, Arizon  | b ·  | Q4             |   |
| Signar;        | uggeotisettes et auson of the control of the contro |   |  |                | K   Linangaroveid Flams                 |
| Anaructio      | n 10, inc. proposes to furnish all labor sender materials to complet<br>urned to us shall indicate your acceptance and this document shall   | is the following items of work per unit p<br>I become a contract between us and shall | nces quisted. Your is<br>he binding upon but   | n parties.     |   |
| Item #         | Description  | Quantity  | Unit   | Unit Price     | Total                                   |
|                | Pima Center Building E<br>Alternate for Sidewalk Crosswa   | lks   | A CONTRACTOR OF THE CONTRACTOR |                |   |
|                | Sidowalk Crosswalks<br>Sales Tax   | 1,540<br>1  | st' ls   | 5.80<br>EXEMPT | 8,932,00                                |
| <b>4</b>       |  |   |  |                |   |
| Note:          | Concrete Exclusions / Qualifications Sidewalk in Asphalt poured at 8" thick MAG "AA"   | " ( 4000 psi w/ Fiber )   | And the second second second   |                |   |
| 2              | Savant & Excavation completed by others  |   |  |                |   |
|                |  |   |  |                |   |
| •              |  |   |  |                |   |
|                |  |   |  |                |   |
|                |  |   |  |                | •                                       |
|                |  |   |  |                |   |

Motorial and Latin Prices are firm until

04/01/09

# Construction $7_0$ , Inc.

| jc. * Rocasi   | 389-9-06 - High<br>389-9-06 - High   | Р.О. ВИК СЕЗИБ. * РЫЗВИК, АМЕСНА: КОООЕ.<br>1680 С. КОСИ: ВТВЕОТ * РИЗВИХ, АМЕХИКА 25060   | <u></u>  | .06  | 101 640-7070<br>62) 632-7070<br>10) 846-7072 FAA |
|--|--|--|--|--|--|
|  |  | poration   |  | INVOICE:   | 25761  |
|  | OPUS West Construction Con<br>2555 East Camelback Road St<br>Phoenix, Arizona 85016<br>Attn: Land Development- Vinc  | 11181 (31)1)   |  | Date:<br>Job No:   | 04/22/09<br>1596                                 |
|  | Attn: Land Development- Vinc   | ent Genetu   | arigue grande and an ariginal   | Cibalis  | Baunce   |
| ) 025<br>Date  |  | Description  | Delvits  | The state of the s |  |
|  | Pima C<br>Co   | enter   Building E<br>intract Billing  | 1  |  |  |
| , constitution of the cons |  |  |  |  |  |
| it. #10  | Progress Billing as per Contract.  | Application for Payment)   | 533,258.00   |  |  |
|  | (See anachro   | Less Prev. Application = Estimate #9   | 512,025.00   |  |  |
|  |  | Gross Increase this Estimate #10   | 21,233.00  |  | •  |
|  | , go   | Less Retention this Estimate #10   | 2,123,30   | The second second  | •  |
|  |  | Not Due this Estimate #10  | 19,109,70  |  | 19,109,7   |
|  |  |  |  |  |  |
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|  |  |  | and the second s |  |  |
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| •  |  | <b>4</b>   |  |  |  |
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|  | · · · · · · · · · · · · · · · · · · ·  | •  |  |  |  |
|  |  |  |  |  |  |
|  |  |  | YAA:::4150   | Total Due  | \$ 19,109  |
| ***************************************  | Approximate of the same of the |  |  |  |  |
|  | . •  | total estable to date<br>Less referich in acte   | 533,258,00   | 40,784.00  | Date No. 19 No.                                  |
|  |  | NET TOTAL TO DATE PREVIOUS ESTIMATE  | 512,025,00   |  | 492,474  |
|  |  | PREVIOUS RETENTION: PREVIOUS (PYMET  |  | 38,660,70  | 473,36   |
| -  |  | GROSS INCREASE  RET, THIS ESTIMATE  NHT DUE THIS ESTIMATE:   | 21.233.00  | 2,123,30   | 19:10  |
| ,  |  | Continues and the second secon | مست<br>عدد شماعیوں ورون مر   | NET BILLING  | PETENTION TAX<br>\$0.00   \$0.00                 |
| 13<br>13   | Billion to Labor Worksheet   | O O  | ) Residential Grading<br>) Commercial Grading<br>) Concrete  | \$0,00<br>\$0,00<br>\$3,00   | \$0.00 \$0.60<br>50.00 \$0.00                    |
| 20   | Invoice Tracking Worksheet   | 21.238.0   | ) Paving   | \$19,109,70  | \$2,123.30 \$0.00<br>21,233.00                   |
|  | * PARKATE CONTRACTOR   | 21530: 0.00  | <u>.</u>   | 32100:   | 21,693,09  |



| Print Control   Front   Front Control   Front   Fron   | <b>~</b> — -                        |   |  |                           | Project Nun  | abers  | 10510  |                                       |   |                                       |
|--|-------------------------------------|---|--|---------------------------|--|--|--|---------------------------------------|---|---------------------------------------|
| Maries   M   | rojec) Stonet                       |   |  |                           | Date of Application: 4/24/2009   |  |  |                                       |   |                                       |
| Application Numbers   10 - https://doi.org/10.1009/1   | begniracion:                        | Construct                               | 508 70,43Ç   |                           | research was a vilete  |  | - Andrew Control of the Control of t |                                       |   |                                       |
| Minest   1989   1987   1999    | optier #:                           |   |  |                           |  | **   | in House C.C.  | ez 006                                |   |                                       |
| Page   10,000   Page   100      | idress:                             |   |  |                           |  |  |  |                                       | d To: 4/30/200                          | 10                                    |
| COPUS West Consensation Computed Name (Account Provided Name (Accoun |                                     | Phoenix.                                | AZ 85040   |                           | Period<br>-  | 1 Francis 46 L   | 72009  |                                       | Lin Aire                                |                                       |
| Column   C   | sonë :                              | (480) 898                               | 8-7070   |                           | _  |  |  |                                       |   |                                       |
| Ans.: Accounts Emptoble 2525 East Contributed Reads Sure Fine (1) (1) (1) (1) (1) (1) (1) (1) (1) (1)  |                                     | O                                       | PUS West Construction Con  | soration                  |  |  |  |                                       |   |                                       |
| PRINCE   P   | CHIBINIEC AMBIES                    | A                                       | iin : Accounts Payable   |                           |  |  |  |                                       |   |                                       |
| STEAN  |                                     |   |  | gite 800                  |  |  |  |                                       |   |                                       |
| STEAM  |                                     | [r]                                     | heepis, AZ 83016   |                           |  |  |  |                                       |   |                                       |
| ### SALES FAX Day appreciased   \$467.750.00   \$467.750.00   \$65.580.00  | ONTRACT INFOR                       |   |  |                           | was a garage of the State Control of the State Cont |  | e :  | TAYES                                 | 1 (2)                                   |                                       |
| SERIES CONTRACT AMOUNT   SSS, 228.00   SSS   |                                     | ······································  |  |                           | SALES TA   | X (S)(ij appiican)   | 10)  |                                       |   |                                       |
| PRIST APPROVED CHANGE CRASSES and #0   0   | RIGINAL CONTRA                      | CTAMOL                                  | NT .   |                           |  | · · · · · · · · · · · · · · · · · · ·  |  |                                       |   |                                       |
| September   Sept   | JPUS APPROVED C                     | HANGE C                                 | RDER dire # 5  |                           |  | - Control of the Cont |  |                                       |   |                                       |
| Total Cumpleted & Starrel to Pate   \$333.255.63   |                                     | CONTR                                   | ACT AMOUNT TO DAIR   | TOTAL.                    |  |  |  | A A A A A A A A A A A A A A A A A A A |   | (                                     |
| Total Statuted Loss Retaining (A - B)   S47,364,39   S19,109,70  | Total Completed                     |   | to Date  |                           | - Anna Anna Anna Anna Anna Anna Anna Ann   |  |  | union with a Mill                     |   |                                       |
| Set   Persion   Sitings (previous req's line C)   Set   Se   | Toin! Engued less                   | Retaining                               | c(A - B)   |                           |  |  | 5  | 492,474,400                           | AND | ,                                     |
| Current Payment Duc (C - D)   Statage (B - A + B)   Sea_7884.09  |                                     |   |  | •                         | \$473,364,3  | Ü  |  |                                       |   |                                       |
| Bulance to Finish, Pins Rectalings (H - A - B)   S21,233,006   S21,233,006   SUBCONTRACTOR:   Construction 30, Inc.   Supplier #: 1000632  |                                     |   |  |                           | 2  |  | \$   | 19,109.70                             |   |                                       |
| SUBCONTRACTOR:   Construction 70, line.   Supplier #:   1000852  | Current Paymon<br>Buinoce to Pinish | i Duc (C -<br>, Plus Ret                | D)<br>ulnage (Ú - A + Ú)   |                           | \$40,784.00  | <u> </u>   | **************************************   |                                       | · · · · · · · · · · · · · · · · · · ·   |                                       |
| SUBGONTRACTOR:   Constructing 70, fine   | · Carlon Gross A                    | mount Co                                | ampleied This Period   |                           | \$21,233,00  | 3  |  |                                       |   |                                       |
| ### PAPER PRINCE   Paper   Paper   | Za J. Cara Anne San Mann.           |   |  | TOR: Construe             | rien 70, Inc.  |  |  | Supplie                               | r #s 1000852.                           | -Areanie                              |
| ### PAPER PRINCE   Paper   Paper   |                                     |   | ni\^-  |                           |  |  |  |                                       |   |                                       |
| ### Professional Code   Description   Corresp Contact   From Previous   This Period   Complete   Co |                                     |   |  |                           | ######################################   |  |  |                                       |   |                                       |
| Account Code   Description   Current Control   Previous Amount   Previous Application   P   |                                     |   |  |                           |  |  |  |                                       |   | Therman.                              |
| Account Code   Description   Current Confact   Previous Application   Previous Applicatio   | APPLICATION BR<br>THIS SECTION MUS  | <u>eakdov</u><br>st be CO               | <u>wa</u><br>Wastened in onder lob   | THIS PAYMENT TO           | HE PROCESSE  | D BY OPHS  |  |                                       |   |                                       |
| Description  |                                     |   |  | . 2.22                    |  |  |  |                                       |   | · · · · · · · · · · · · · · · · · · · |
| 10510.00-B20-01451.00-S  | Acsaum Cod                          | ę                                       | Description  | 1                         | Previous   | This Pariod  |  |                                       |   | Nes Payment                           |
| 10510.00-020-01451.00-S   Earthwork Survey -   526,500.00   1560.00   1560.00   100,000%   156.00   1.40   |                                     | **************************************  |  |                           | zappraeute.  |  | 1+G  | V, H                                  |   | G+K                                   |
| 10510.00-B20-02240.00-S   Earthwork - Subcontract   \$1.560.00   129.468.00   16.800.00   146.268.00   100.000%   1.600.00   15.12   |                                     | ::0 M                                   | Partement Carries  | 326.500.00                | 26,500.00  | -  | 26,500.00  | 100.000%                              | ~                                       | •                                     |
| 10510.00-B20-02240.00-8  | 30210'00•B50•n(43)                  | .00-5                                   |  |                           |  | 1.523.05   | • 6.60.80  | 103.000%                              | 186.00                                  | 1,404.00                              |
| 10510.00-B20-02300.06-S   Earthweak - Subcontract   \$326,288.00   199,408.00   2.873.00   2.60,308.00   100.000%   2.873.00   2.87  | 10510,00-1320-022                   | 40.00-S                                 |  | 5 :,560.00                |  | 1.3683.007   | e anderson   | # X-brid. Age ya                      |   |                                       |
| 10510.00-B20-02300.00-S   Bartmonk - Subcontract   S260,208.00   257,435.00   2,873.00   260;308.00   100,000%   287.30   2,58   10510.00-B20-02580.00-S   Subcontract     |                                     |   | 1 C. L   | \$226.768.00              | 129,468.00   | 16,890.00  | 146,268.60   | 100.000%,                             | 1,680.00                                | 15,120,00                             |
| 10510.00-B20-02580.00-S  |                                     |   | <u> </u>   |                           |  |  | 260;308.00   | 100.000                               | 287.30                                  | 2,585.70                              |
| 10510.00-B20-02580.00-S   Pavernent Markings   S4,400.00   4,400.00   4,400.00   100.000%     10510.00-B20-02410.00-S   Curb. & Gutter-CIF   S85,290.00   85,290.00   100.000%     10510.00-B30-02410.00-S   Code Sidewalks   \$ 8,932.00   8932   8,932.00   100.000%     10510.00-B30-02410.00-S   Code Sidewalks   \$ 8,932.00   512,025.00   21,213.00   533,258.00   700.000%   2,123.30   19,10  | 10510.60-820-52510                  | 2-00,(                                  | I "  | 2500-202.00               |  |  |  | , NA Char                             | <u> </u>                                | *                                     |
| Subcontract   S85,290.00   100,060%  | 10516.00-820-02580                  | ).60-S                                  | Payament Markings -  | \$4,400.00                | 4,400.00   | *  | 4,400.00   | 100.000%                              | *                                       |                                       |
| 10510.00-B-99-031100.00-S  | İ                                   |   | Subcontract  | \$85.290300               | 85,290.00  |  | 85,290.00  | 100,000%                              |   | *                                     |
| Total   S533,258.00   S12,025.05   23,233.00   760,000%   2,123.30   19,10   | 10510.00-320-02410                  | 3.00+S                                  |  | ge se ding disper O + May |  |  |  | . M. C. C.                            |   | <u> </u>                              |
| Entered By:  Accounting  Date    Accounting   Date    16510.00-B40-0310                   | 0.00 S                                  |  | 4 8,932.60                | 8933   |  | 8,532,60   | 100,009%                              | -                                       |                                       |
| Emerced By:  Approved By:  Accounting  Date  Project Manager  Date  SHADED AREA FOR OPUS ACCOUNTING USE ONLY  New York Part of the College Only  |                                     | *************************************** |  |                           |  |  |  |                                       |   |                                       |
| Emerced By:  Accounting  Date  Accounting  Date  Project Manager  Date  SHADED AREA FOR OPUS ACCOUNTING USE ONLY  New York In the Date  Output Date  Output Date  Output Date  Output Date  Output Date  Output Date   |                                     |   |  |                           |  |  |  |                                       |   |                                       |
| Emered By:  Accounting  Date  Project Manager  Date  SHADED AREA FOR OPUS ACCOUNTING USE ONLY  Newton Inc. #  Date  OL Exp   |                                     |   | Tota   | 3533,258.00               | *  |  | 4 minutes and a second   | 760.000%                              | 2,(23,36)<br>v                          | 19,109.70                             |
| Emerced By :  Accounting Date Project Manager Date  SHADED AREA FOR OPUS ACCOUNTING USE ONLY  New York In the Date Gel Exp   |                                     |   |  |                           |  | <u> </u>   | <u> </u>   | <u> </u>                              |   | 1                                     |
| Emerced By :  Accounting Date Project Manager Date  SHADED AREA FOR OPUS ACCOUNTING USE ONLY  New York In the Date Gel Exp   | *                                   |   |  |                           |  | md Histor  |  |                                       |   |                                       |
| SHADED AREA FOR OPUS ACCOUNTING USE ONLY  SHADED THE Date OF OPUS ACCOUNTING USE ONLY  Date OLL Exp  | Emered By :                         | /*·····                                 | were and the second |                           | approve  | 09 P3 L  |  |                                       |   | Date                                  |
| Manday Inc. If Date  |                                     |   | Accounting   | Dute                      |  |  | 1 1416   | 2 Marten (2 4.4                       |   |                                       |
|  | 1                                   |   | ICCOUNTING USE ONLY  | Vendor lav. 4             |  | Date   |  | Con-                                  | Тэф                                     |                                       |



Project: Pima Center I - Building E

### CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

| Job No.: 10466.00  |
|--|
| On receipt by the undersigned of a check from Ws West Cons. Con.   |
| (Marker of check) in the sum of \$ 19,109.70 (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 federa  |
| statutory bond right, any private bond right, any claim for payment and any rights unde  |
| 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 o   |
| Ohts West Const. Cop (Owner) located a   |
| fina Ceoles I - Blok E (Job Description) to the following extent. This release covers a progress payment for all labor, services, equipment or materials |
| furnished to the jobsite or to from Center I - Blok E ONS West   |
| (Person with whom undersigned contracted) through 4. 30. 2007 (Date) only and  |
| does not cover any retention, pending modifications and changes or items furnished after   |
| that date. Before any recipient of this document relies on it, that person should verify   |
| evidence of payment to the undersigned.  |
|  |
| The undersigned warrants that he either has already paid or will use the monies he   |
| receives from this progress payment to promptly pay in full all of his laborers  |
| subcontractors, materialmen and suppliers for all work, materials, equipment or services   |
| provided for or to the above referenced project up to the date of this waiver.   |
| Dated: 4.22.2009 Construction To like.   |
| (Company Name)   |
|  |
| By:  |
| (Signature)  |
| and all se Men   |
| (Title)  |

## Conditional Waiver and Release on Progress Payment

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

Pima Center I Building E

| Job No:   | 1596  | •   |
|---|---|---|
| in the sum properly endo effective to re right, any clair or paviment right of the following materials furnoully, and doe that date. Be | \$19,109.70 payable is a day of the payable is and has been paid lease any Mechanic's Limit for payment, and any ahus for persons in the Constructioning extent. This release hished to the jobsite | the to Construction 70, Inc., and when the check has been by the bank on which it is drawn, this document becomes ien, any state or federal statutory bond right, any private bond rights under similar ordinance, rule, or statute related to claim undersigned's position that the undersigned has on the job of located at Pima Center I Building E covers a progress payment for all labor, services, equipment, or Pima Center I Building E through 04/22/09 on pending, modifications and changes, or items furnished after is document relies on it, that person should verify evidence of |
| The undersig  | ned warmnts that he eit   | ther has already paid or will use the monies he receives from this  |
| for all work,   |   | a services provided for or to the above referenced project up to the  |
|   | Date: <u>04/22/0</u>  | Construction 70, Inc.   |



Printed On: 03/25/2008

### SUBCONTRACTOR APPLICATION FOR PAYMENT

| roject Names                       | Pisna Ceater I - Bu                 | The second secon |  | Project Nov  |   | 10510  |  | ######################################   |  |
|------------------------------------|-------------------------------------|--|--|--|---|--|--|--|--|
| abcontractor:                      | Construction 70, la                 | B4Ç  |  | Dute of App  | plication:  | 4/24/2009  |  | ***************************************  | <del> </del>                                     |
| upplier #:                         | 1006852                             |  |  |  |   | ŕ  |  |  |  |
| ddress:                            | 3620 S. 40th Stree                  | 1:   |  | Application  | . Namber:   | 10a - Reien  |  | majura njeme mene e e e e e e e e e e e e e e e e  |  |
| DE CAR                             | Phoenix, AZ 8503                    | i)   | And the second s | Perla  | d Francis - 4                                     | 1/2009   | Peri   | od To: 4/3(62()  | 09   |
| ·<br>Namana a                      | (480) 898-7070                      |  |  | *  | <del>, , , , , , , , , , , , , , , , , , , </del> |  |  |  |  |
| hope :                             |                                     | a Construction Corp  | porazion   | •  |   |  |  |  |  |
| emittance Address:                 |                                     | nants Payable  |  |  |   |  |  |  |  |
|                                    |                                     | Cangiback Road, S  | uste 800   |  |   |  |  |  | •  |
|                                    | Phoenix, A                          |  |  |  |   |  |  |  |  |
| ONTRACT INFOR                      | MATION                              |  |  |  |   |  | 9243×72  |  |  |
|                                    |                                     | EM   |  | SALES TA   | $\mathbf{X}(\mathbf{S})(if^{\prime}applica)$      | ble)   | 10.17  | A.L. (\$)<br>S467,730.0  | iři  |
| )RIGINAL CONTRA                    |                                     |  |  |  |   |  | ····   | \$44,295.0   |  |
| OPUS APPROVED C                    | BANGE ORDER S                       | inu # 5  | FFAT A 3   |  | ######********************************            |  | ***************************************  | \$512,025.0  |  |
| ×                                  | CONTRACTAM                          | OUNT TO DATE:  | 193762:  | <u> </u>   |   |  |  | ######################################   |  |
|                                    |                                     |  |  |  |   |  |  |  |  |
| APPLICATION INFO                   |                                     |  |  | SS11,025.0   | 16  |  |  |  |  |
| Total Completed                    | & Stored to Date                    | iñ. %  |  | \$38,660.70  | No.   | <del></del>  |  |  |  |
| l Less Retainage                   |                                     | 10 %   |  | And the state of t |   | AMMANAGES  |  |  |  |
| Total Eurned less                  | Retainage (A - B)                   |  |  |  |   | <u> </u>   | <b>473,364</b> .30   |  |  |
|                                    |                                     | A line Ci  |  | 5473,364.3   | 3()   |  |  |  |  |
|                                    |                                     | * MELT: */   |  |  |   | •  | \$0,00   |  |  |
| Current Payment  Balance to Finish | Due (C - D)<br>, Plus Retainage (I) | ( - A + B)   |  | \$59,893.70  | ]   | - participation (Caracter Caracter Cara |  |  |  |
|                                    |                                     |  |  | \$0.00   |   |  |  |  |  |
| G Current Gross A                  | mount Completed                     |  | 20 July 20 Jul | **************************************   | 00022300-0000-0000-0000-000-000-000-000-          |  | Supplie  | ur#: 1006852   |  |
|                                    |                                     | SUBCONTRAC   | TOIC Consusion   | ion 70. <b>Inc</b> ,   |   | Pre  | The second secon |  | CARLOS CARACTERS                                 |
|                                    |                                     | BY:  |  | _  |   |  |  |  | <del>Mannymine</del>                             |
|                                    |                                     | DATE:  |  |  |   |  |  | INCOME THE PROPERTY OF THE PRO |  |
| APPLICATION BRI                    | <u>akdown</u>                       |  | -  |  |   |  |  |  |  |
| THIS SECTION MUS                   | T BE COMPLETE                       | O IN ORDER FOR   | THIS PAYMENT TO  | BE PROCESSED  Work Cor   | D BY OPUS   | 1  |  |  |  |
|                                    |                                     |  |  | MULE COL   | Tubicaee:   |  |  | T  |  |
|                                    |                                     |  | Current Contract   | From   |   | Total Work   | Persons  | Reminage This  | Nei Paymeni                                      |
| Amount Code                        | : D                                 | Rescription  | Amount   | Previous  Application  | This Period                                       | Complete   | Complete   | Application  | ,  |
|                                    |                                     |  | -  | . 11.3.1.0.1.1.1.1   |   | T+G  | A/13   |  | GIK  |
| 10510.60-B20-01451.                | 06-S Earthwor                       | k-Survey -   | \$26.500.00  | 26,500,00  | ······································            | 26,500-Q0  | (00.000%   |  | •  |
|                                    | Subcontra                           |  |  |  |   |  | 6,000%   | <del> </del>   | ļ  |
| 10510-00-820-022                   | 40.00-S                             |  | 5 1,560.00   |  |   |  |  |  |  |
| 10510,064820402300                 | .00-S Earthwor                      | k - Subcontract  | \$146,268.00   | 129,468.00   |   | 129,468,00   | 88.514%  |  | -  |
| 10510.00-B20-02519                 |                                     | us Paving -  | \$260,308.00   | 257,435,00   | *-  | 257,435.00   | 98,896%  | ı.   | -  |
|                                    | Subcomm                             | aci  | MA 100 50  | 4 4/25-22  | *1  | 4,400.00   | 6/000.001  |  | <del>                                     </del> |
| 1051(000-320-02580                 | 00-S Pavemen<br>Subcout             | t Markings -<br>act  | \$4,400,00   | 4;460.00   | *1  |  |  |  |  |
| 10510.00-1320-02410                |                                     | haner-CTP -  | \$85,290.00  | 85,290.00  | _   | 85,290.00  | 100,000%   |  | *  |
|                                    | Sabecati                            | uct  | \$ 8,932.00  | 8932   |   | 8,972.00   | 100.000%   | <b> </b>   |  |
| 10510,00-840-03100                 | .00-S Cone Sid                      | ewalks   | \$ 8,932.00  | 127.96   |   | *********  |  | -  | <del> </del>                                     |
|                                    |                                     |  |  |  |   |  |  |  |  |
|                                    |                                     |  | - 1  |  |   |  |  |  |  |
|                                    |                                     | Total  | \$533,258.00   | \$12,025,00  |   | 532,025.00<br>A  | 587.411%<br>J  | <del>  K</del>   | 6  |
|                                    | l                                   |  | Ei I   |  | 1   | 1  | <u> </u>   | <u> </u>   | <del>iljulimmmmmm, </del>                        |
|                                    |                                     |  |  | Approve  | d By:   | www.ccc.com/ccccom/ccccom/cccccom/cccccom/ccccom/cccccom/cccccom/ccccom/ccccom/ccccom/cccccom/cccccom/ccc |  | er recognist and the second section of the secti |  |
| Property of the Charles            |                                     |  | Date   | • •  |   | Projec   | r Manager  |  | Date   |
| Entered By:                        | Accom                               | estican  | 5741C  |  |   |  |  |  |  |

Page



1596-LF

|   | Philipped 29 and a section 1 1 1965 1975 1975  |  |   |   |  |  | . , i                                   | 21/09  |
|---|--|--|---|---|--|--|---|--|
| Project Names   | Pinsa Center 1 - Building E<br>Construction 70, Inc.   |  | Project   | Numbers                                 | 10510  | ······································   | **************************************  |  |
| Sabeinfractors  |  | **************************************   | Date of   | Applications                            | 4/24/200   | 9  |   |  |
| Supplier #:   | 1006852  |  |   |   |  | .*   |   |  |
| Address:  | 3620 S. 40th Street  |  | Applica   | tion Number:                            | 10a - Re   |  |   |  |
| •   | Placenix, AZ 85040   |  | .[*)  | eriód Froms                             | 4/1/2009   | Ī  | erind To: 4/30,                         | 2009   |
| Phone:  | (430) 898-7070.  | · · · · · · · · · · · · · · · · · · ·  | ·   |   |  |  | *************************************** | · · · · · · · · · · · · · · · · · · ·  |
| Aemirunce Address :   | OPUS West Construction   | Corporation  |   |   |  |  |   |  |
|   | Ales: /  | •  |   |   |  |  |   |  |
|   | 2555 E 12. A   | . L  | 1.111   | 1                                       |  |  |   |  |
| CONTRACTINFOR   | Phoeni: RETE   | ntion is   | billela   | t pe                                    |  |  |   |  |
| CONTRACT AND COL  | 7174 1 1 4 7 7 7   |  | ,<br>,  | ··· ,                                   |  |  |   |  |
| DRIGINAL CONTRAC  | TAMOUNT GENERAL  | ntion is   | FC 6:   | $A \stackrel{\rho\rho\sigma}{=}$        | cable)   | 1.1.   | TAL (S)                                 |  |
| deus approver ch  | ANGE ORDET   |  | "\"   | //                                      |  |  | \$467,736<br>\$44,295                   |  |
| A bearing 10 continues from the second  | CONTRACT   |  |   | -                                       |  | · · · · · · · · · · · · · · · · · · ·  | S512,02;                                |  |
|   |  |  |   | <del>Maningii</del>                     |  |  |   | ·  |
| PPLICATION INFO   | BMATION  |  |   |   |  |  |   |  |
| Total Completed &   | Stored to Dat  |  |   |   |  | الان   | Marie /                                 | ,  |
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| Total Eagned less b   | tetainago (A - /   |  | •   |   |  |  |   | 1 cm   |
| Less Previous Billio  | 700  | <u>.</u>   |   |   |  | \$473,364,30   |   |  |
|   |  |  |   | *************************************** |  |  |   |  |
| Current Payment L<br>Balance to Phylish, I  |  |  |   | 1                                       |  | SO.CO  |   |  |
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| Carrent Gross And   | ount Completed This Period   |  | \$0.00  |   |  |  |   |  |
|   | SUBCONTRA  | and the same are   |   |   |  |  |   |  |
|   | A 7.00 W MA 1 700-27 9   | Constitu   | čtions 70, lusc.  |   |  | Suppl  | ier#: 100685;                           | 1  |
|   | BY:  | Coaste   | čtlaris 70, lise.   |   |  | Suppl  | ier#: 100685;                           |  |
|   |  | COSTO  | crians 70, lise.  |   |  | Suppl  | ier#: 1(0685)                           |  |
|   | BY:<br>DATE:<br><u>KDOWN</u>   | And the second state of th |   |   |  | Suppl  | ier#: 100685.                           |  |
|   | BY:<br>DATE:   | And the second s |   | ED BY OPUS                              |  | Suppl  | ier#: 100685.                           | Antoning and the second |
|   | BY:<br>DATE:<br><u>KDOWN</u>   | And the second s | ). BE PROCESSE  | ED BY OPUS                              |  | Suppl  | ier 8: 100685.                          | · · · · · · · · · · · · · · · · · · ·  |
| PIS SECTION MUST I  | BY: DATE: KDOWN BE COMPLETED IN ORDER FOR  | R THIS PAYMENT TO  | ). BE PROCESSE  | ***                                     | 165  |  |   |  |
|   | BY:<br>DATE:<br><u>KDOWN</u>   | And the second s | ), BE PROCESSA<br>Work Co<br>From<br>Previous   | ***                                     | Total Work   | Percent  | Retainage This                          | Net Payment  |
| PIS SECTION MUST I  | BY: DATE: KDOWN BE COMPLETED IN ORDER FOR  | R THIS PAYMENT TO  | ), BE PROCESSA<br>Work Co<br>From   | ompleted                                | Complete   | Percent<br>Complete  |   | Net Payment  |
| HIS SECTION MUST I  | BY:  DATE:  KDOWN  BE COMPLETED IN ORDER FOR  Description  S Earthwork-Survey-   | R THIS PAYMENT TO  | ), BE PROCESSA<br>Work Co<br>From<br>Previous   | ompleted                                |  | Percent<br>Complete<br>A/H   | Retainage This                          |  |
| Account Code 510:00-320-01451.00-3  | BY: DATE: KDOWN  SE COMPLETED IN ORDER FOR Description  S Earthwork-Survey - Subcomment  | Current Comuse: Amount  \$26,500.00  | O. BE PROCESSA<br>Work Co<br>From<br>Previous<br>Application<br>26.500.60   | omplered This Period                    | Complete<br>1 = G<br>26,500.00   | Percent<br>Complete<br>A / H<br>160,600%   | Retainage This Application              | Net Payment  |
| Account Code  510.00-B20-01451.00- 510.00-B20-02300.co.   | BY:  DATE:  KDOWN  BE COMPLETED IN ORDER FOR  Description  S Earthwork-Survey- Subcontract  Earthwork - Subcontract  | Current Comment To  Current Comment Amount  \$25,500.00  | D. BE PROCESSE Work Co From Previous Application 26,500.60  | ompleted                                | Complete<br>1 - G<br>26,500.00<br>129,468.00   | Percent<br>Complete<br>A / H<br>100.000%   | Retainage This                          | Net Payment  |
| Accedin Code  Accedin Code  \$10.00-820-01451.00- \$10.00-820-02310.00-   | BY:  DATE:  KDOWN  BE COMPLETED IN ORDER FOR  Description  S Farthwork-Survey- Subcontract  Earthwork - Subcontract  Bituminous Paving * Subcontract   | Current Comuse: Amount  \$26,500.00  | O. BE PROCESSA<br>Work Co<br>From<br>Previous<br>Application<br>26.500.60   | omplered This Period                    | Complete<br>1 = G<br>26,500.00   | Percent<br>Complete<br>A / H<br>160,600%   | Retainage This Application              | Nes Payment  |
| Account Code  Account Code  1510:00-1820-01451,00-3 1510:00-1820-02510.00-3   | BY:  DATE:  KDOWN  SE COMPLETED IN ORDER FOR  Description  S Earthwork-Survey - Subcontract  Earthwork - Subcontract  Bituminous Paying - Subcontract  Subcontract  Payorness Markings -   | Current Comment To  Current Comment Amount  \$25,500.00  | D. BE PROCESSE Work Co From Previous Application 26,500.60  | omplered This Period                    | Complete<br>1 - G<br>26,500.00<br>129,468.00   | Percent<br>Complete<br>A / H<br>100.000%   | Retainage This Application              | Nes Payment  |
| ,   | BY:  DATE:  KDOWN  SE COMPLETED IN ORDER FOR  Description  Se Earthwork-Survey - Subcontract  Earthwork - Subcontract  Bituminous Paving - Subcontract  Pavement Markings - Subcontract  | Current Contract Amount \$25,500.00 \$129,468.50 \$357,435.80  | D. BE PROCESSA<br>Work Co<br>From<br>Previous<br>Application<br>26.500.60<br>129,468.00<br>257,435.00<br>4,400.00 | This Period                             | Complete  1 - G  26,500,00  129,468,00  257,435,00  4,460,00                                     | Percent<br>Complete<br>A / H<br>100.000%<br>100.000%<br>100.000%                         | Retaining This Application              | Nes Payment  |
| Accedin Code  Accedin Code  1510.00-1320-01451.00-3 1510.00-1320-02310.00-3 1510.00-1320-02310.00-3 1510.00-1320-02310.00-3                                 | BY:  DATE:  KDOWN  SE COMPLETED IN ORDER FOR  Description  Se Earthwork-Survey - Subcontract  Earthwork - Subcontract  Earthwork - Subcontract  Diturninous Paving - Subcontract  Paverneral Mackings - Subcontract  Curb & Gutter-CIP - Subcontract   | Current Contract Amount \$25,500.00 \$129,468.00 \$257,435.00 \$4,400.00 \$83,290.00   | D. BE PROCESSE Work Conferences Application 26.500.00 129.468.00 257.435.00 4,400.00 85,290.00                    | This Period                             | Complete<br>1 - G<br>26,500.00<br>129,468.00<br>257,435.00                                       | Percent<br>Complete<br>A / H<br>100.000%<br>100.000%                                     | Retaining This Application              | Nes Payment  |
| Account Code  S10.00-B20-01451.00-3 510.00-B20-02300.c0-3 510.00-B20-02510.05-4 510.00-B20-02510.05-4   | BY:  DATE:  KDOWN  BE COMPLETED IN ORDER FOR  Description  S Earthwork-Survey- Subcontract  Earthwork - Subcontract  Biturninous Paving * Subcontract  Subcontract  Curb & Gatter-CIP - Subcontract  | Current Contract Amount \$25,500.00 \$129,468.50 \$357,435.80  | D. BE PROCESSA<br>Work Co<br>From<br>Previous<br>Application<br>26.500.60<br>129,468.00<br>257,435.00<br>4,400.00 | This Period                             | Complete  1 - G  26,500,00  129,468,00  257,435,00  4,460,00                                     | Percent<br>Complete<br>A / H<br>100.000%<br>100.000%<br>100.000%                         | Retaining This Application              | Net Payment  |
| Account Code  S10.00-B20-01451.00-3 510.00-B20-023500.co-3 510.00-B20-02510.00-3 510.00-B20-02410.00-3  | BY:  DATE:  KDOWN  SE COMPLETED IN ORDER FOR  Description  Se Earthwork-Survey - Subcontract  Earthwork - Subcontract  Earthwork - Subcontract  Diturninous Paving - Subcontract  Paverneral Mackings - Subcontract  Curb & Gutter-CIP - Subcontract   | Current Contract Amount \$25,500.00 \$129,468.00 \$257,435.00 \$4,400.00 \$83,290.00   | D. BE PROCESSE Work Conferences Application 26.500.00 129.468.00 257.435.00 4,400.00 85,290.00                    | This Period                             | Complete  1 - G  26,500,00  129,468,00  257,435,00  4,490,00  85,290,00                          | Percent<br>Complete<br>A / H<br>100.000%<br>100.000%<br>100.000%                         | Retaining This Application              | Nes Payment  |
| Account Code  S10.00-B20-01451.00-3 510.00-B20-023500.co-3 510.00-B20-02510.00-3 510.00-B20-02410.00-3  | BY:  DATE:  KDOWN  SE COMPLETED IN ORDER FOR  Description  Se Farthwork-Survey- Subcontract  Earthwork - Subcontract  Earthwork - Subcontract  Diturninous Paving - Subcontract  Paverness Markings - Subcontract  Curb & Gutter-CIP - Subcontract  Cone Stdiewalks  | Current Contract Amount  \$25,500.00  \$129,668.00  \$257,435.00  \$4,400.00  \$83,290.00  \$ 89,32.00   | D. BE PROCESSE Work Conferences Application 26.500.00 129.468.00 257.435.00 4,400.00 85,290.00                    | This Period                             | Complete  1 - G  26,500,00  129,468,00  257,435,00  4,490,00  85,290,00                          | Percent<br>Complete<br>A / H<br>100.000%<br>100.000%<br>100.000%                         | Retaining This Application              | Nes Payment  |
| Account Code  510,00-B20-01451,00-3 510,00-B20-02300,c0-3 510,00-B20-02510,00-3 510,00-B20-025410,00-5  | BY:  DATE:  KDOWN  SE COMPLETED IN ORDER FOR  Description  Se Earthwork-Survey - Subcontract  Earthwork - Subcontract  Earthwork - Subcontract  Diturninous Paving - Subcontract  Paverneral Mackings - Subcontract  Curb & Gutter-CIP - Subcontract   | Current Centract Amount  \$26,500.00 \$129,468.00 \$257,435.00 \$4,400.00 \$83,290.00 \$ \$512,025.00  | D. BE PROCESSE  Work Co  From Previous Application  26,500.00  129,468.00  257,435.00  4,400.00  85,290.00  8932  | This Period                             | Complete  1 - G 26,500.00  129,468.00  257,435.00  4,400.00  85,290.00  8,932.00                 | Percent<br>Complete<br>A / H<br>199,000%<br>100,000%<br>100,000%<br>100,000%             | Retainage This Application              | Nes Payment  |
| Account Code  S10.00-B20-01451.00- \$10.00-B20-02510.00- \$10.00-B20-02510.00- \$10.00-B20-02510.00- \$10.00-B20-02580.00-                                  | BY:  DATE:  KDOWN  SE COMPLETED IN ORDER FOR  Description  Se Farthwork-Survey- Subcontract  Earthwork - Subcontract  Earthwork - Subcontract  Diturninous Paving - Subcontract  Paverness Markings - Subcontract  Curb & Gutter-CIP - Subcontract  Cone Stdiewalks  | Current Contract Amount  \$25,500.00  \$129,668.00  \$257,435.00  \$4,400.00  \$83,290.00  \$ 89,32.00   | D. BE PROCESSE Work Conferences Application 26.500.00 129.468.00 257.435.00 4,400.00 85,290.00                    | This Period                             | Complete  1 - G 26,500.00  129,468.00  257,435.00  4,400.00  85,290.00  8,932.00                 | Percent<br>Complete<br>A / H<br>199,000%<br>109,000%<br>100,000%<br>100,000%             | Retaining This Application              | Nes Payment  |
| Account Code  S10,00-B20-01451,00-5 510,00-B20-02510,05-6 510,00-B20-02510,05-6 510,00-B20-02510,00-5 510,00-B20-02410,00-5                                 | BY:  DATE:  KDOWN  SE COMPLETED IN ORDER FOR  Description  Se Farthwork-Survey- Subcontract  Earthwork - Subcontract  Earthwork - Subcontract  Diturninous Paving - Subcontract  Paverness Markings - Subcontract  Curb & Gutter-CIP - Subcontract  Cone Stdiewalks  | Current Centract Amount  \$26,500.00 \$129,468.00 \$257,435.00 \$4,400.00 \$83,290.00 \$ \$512,025.00  | D. BE PROCESSE  Work Co  From Previous Application  26,500.00  129,468.00  257,435.00  4,400.00  85,290.00  8932  | This Period                             | Complete  1 - G 26,500.00  129,468.00  257,435.00  4,400.00  85,290.00  8,932.00                 | Percent<br>Complete<br>A / H<br>199,000%<br>100,000%<br>100,000%<br>100,000%             | Retainage This Application              | Nes Payment  |
| Account Code  \$10.00-B20-01451.003 \$10.00-B20-02510.004 \$10.00-B20-02510.004 \$10.00-B20-02410.005 \$10.00-B20-02410.005                                 | BY:  DATE:  KDOWN  SE COMPLETED IN ORDER FOR  Description  Se Farthwork-Survey- Subcontract  Earthwork - Subcontract  Earthwork - Subcontract  Diturninous Paving - Subcontract  Paverness Markings - Subcontract  Curb & Gutter-CIP - Subcontract  Cone Stdiewalks  | Current Centract Amount  \$26,500.00 \$129,468.00 \$257,435.00 \$4,400.00 \$83,290.00 \$ \$512,025.00  | D. BE PROCESSE Work Conference Previous Application 26.500.60 129,468.00 257,435.00 4,400.00 85,290.60 8932       | This Period                             | Complete  1 - G 26,500.00  129,468.00  257,435.00  4,400.00  85,290.00  8,932.00  \$12,025.00  A | Percent<br>Complete<br>A / H<br>160,000%<br>100,000%<br>100,000%<br>100,000%<br>100,000% | Retainage This Application              | Nes Payment  |
| Account Code  S10,00-B20-01451,00-3  \$10,00-B20-02300,00-3  \$10,00-B20-02510,00-3  \$10,00-B20-02510,00-3  \$10,00-B20-02410,00-3  \$10,00-B20-03100,00-8 | BY:  DATE:  KDOWN  BE COMPLETED IN ORDER FOR  Description  Selection of the property of the pr | Current Contract Amount  \$26,500.00 \$329,468.00 \$357,435.00 \$4,400.00 \$83,290.00 \$ \$5,932.00  | D. BE PROCESSE Work Conference Previous Application 26.500.60 129,468.00 257,435.00 4,400.00 85,290.60 8932       | This Period                             | Complete  1 - G 26,500.00  129,468.00  257,435.00  4,400.00  85,290.00  8,932.00  \$12,025.00    | Percent<br>Complete<br>A / H<br>199,000%<br>100,000%<br>100,000%<br>100,000%             | Retainage This Application              | Nes Payment G-K  |
| Account Code 510.00-820-01451.00-3 510.00-820-02510.00-3 510.00-820-02510.00-3 510.00-820-02510.00-3 510.00-820-02410.00-3                                  | BY:  DATE:  KDOWN  SE COMPLETED IN ORDER FOR  Description  S Farthwork-Survey - Subcontract  Earthwork - Subcontract  Biturninous Paying - Subcontract  Pavorners Markings - Subcontract  Curb & Gutter-CIP - Subcontract  Come Sidiewalks  Total  | Current Contract Amount  \$26,500.00 \$329,468.00 \$357,435.00 \$4,400.00 \$83,290.00 \$ \$5,932.00  | D. BE PROCESSE Work Conference Application 26.500.60 129,468.00 257,435.00 4,400.00 85,290.60 8932                | This Period                             | Complete  1 - G 26,500.00  129,468.00  257,435.00  4,400.00  85,290.00  8,932.00  \$12,025.00    | Percent<br>Complete<br>A / H<br>160,000%<br>100,000%<br>100,000%<br>100,000%<br>100,000% | Retainage This Application              | Nes Payment  |



### SUBCONTRACTOR APPLICATION FOR PAYMENT

| rinject Name:   |  |                                 |  | čnapher:   | 10510                                   |   |   | iliannaliska ostolyvetidori,           |
|---|--|---------------------------------|--|--|---|---|---|--|
| ubeuntractor: Construction 70, Inc.                         |  |                                 | Unio of A  | Application:   | *************************************** |   | man paparan paparan manan m |  |
| applier #: 1006852  |  |                                 |  | iaa Nambore  |   |   |   |  |
| Address:  | 3628 S, 40th Street (PO Box 623                              | 45.                             | - Control of the Cont | Application Numbers  Fécied Franz  |   |   | The   | ······································ |
|   | 1400133, AZ 85046<br>14601 898-2070                          |                                 | Feriod F   | tout   | *************************************** | Period  | 1.1/4   | *                                      |
| mane :  |  |                                 | District W   |  |   |   |   |  |
| temittance Address :  | OPUS West Construction Ca                                    |                                 |  |  |   |   |   |  |
|   | Atin : Accounts Poyalist                                     | er n. acron.                    |  |  |   |   | •   |  |
|   | 2555 East Cameiback Mond.                                    | State 800                       |  |  |   |   |   |  |
| 4.00  | Phoenix, AZ 85936  | ,                               |  |  |   |   |   |  |
| ONTRACT INFORM  |  |                                 |  | man ar   | -X+.1                                   | · (6)   | OTAL (S)  | <del></del>                            |
|   | UEM  |                                 | SALES  | TAX (S)(if applied   | 1916)                                   | , <b>R</b>  | \$467,730.00  |  |
| DRIGINAL CONTRACT   |  |                                 |  |  |   | *   |   |  |
| opus approved cha   | ANGE ORDER dans 8 6  |                                 |  |  |   |   | 165,525,00  |  |
| (   | ONTRACT AMOUNT TO DAT  | e Total                         |  |  |   | wind the state of | \$5,33,258.00   |  |
| APPLICATION INFOR   | · · · · · · · · · · · · · · · · · · ·                        |                                 | ······   |  |   |   |   |  |
|   |  |                                 | 8  |  | 6                                       |   |   |  |
|   | to   | Ne.                             |  |  |   |   |   |  |
| Less Retainage  |  | ,va.                            | ν  | ······································   | ••••                                    | 9   |   |  |
| Total Earned less !   |  |                                 | p.   |  |   | *   | paggango demanasa and and and and   |  |
|   | ings (previous ron's tion C)                                 |                                 | \$   |  |   |   |   |  |
| Carrent Payment   |  |                                 |  |  |   | <b>&gt;</b>   | A. Sandras monde, strange, presente, es   |  |
|   | Plus Retainage (A - A + B)                                   |                                 |  | was not the sign of the transfer of the same of the sa |   |   |   | ŕ                                      |
| T Current Gross An  | nounc Completed This Period                                  |                                 |  |  |   |   |   | in and a second                        |
|   | SUBCONTRAC   | TOR: Const                      | naction 70, les.   |  | 4                                       |   | Supplier#: 190  | 6832                                   |
|   | BY   |                                 |  |  |   |   |   |  |
|   | DATE:  | r                               |  |  |   |   |   |  |
| APPLICATION BREAD   |  | . : <del>4497 W. (477) .</del>  |  | -  |   | ***************************************   |   |  |
|   | BE COMPLETED IN ORDIDE FO                                    | OR THIS PAYMENT TO              | DE PROCESSE  | D BY OPUS  | •                                       |   |   |  |
| 3 1 3 1 2 1 3 1 3 1 3 1 3 1 3 1 3 1 3 1                     |  |                                 |  | ampleted   |   |   |   |  |
| Account Cade  | Description  | CarrentConsinci                 | From   |  | Total Work                              | Perceiri  | Rendrings This  | Nu Prynima                             |
| ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,                     |  | Aynound                         | pessena  | This Period  | Camaplete                               | Complete  | Application   |  |
|   |  |                                 | Application  | <u> </u>   | 1 - 17                                  | A201  |   | p-x                                    |
| 70510.00-B24-01351.00-S                                     | Carthwest-Storey -   | 376,500,00                      |  |  |   | 1   | <u> </u>  |  |
|   | Subscenamet  |                                 |  |  |   |   |   |  |
| 10350201-020-02240.60-8                                     | Desentering - Schootstract                                   | <b>\$1.</b> 569.80              |  |  | <b></b>                                 | ļ   |   |  |
| (65)a,iii).1126-122100.00-5                                 | . Carringus Subcontras                                       | \$14a,268,90                    | ·  |  |   |   |   |  |
| 10510,86-020-02450.406                                      | Cus & Caller CIF •<br>Salamitect                             | <b>1</b> 85.290.00              |  |  |   |   |   |  |
| 50 \$ N. 60-320-025 N. PO-S                                 | Bingainesa Paving -<br>Sokeontraci                           | <b>1260.308</b> ,00             |  |  |   |   |   |  |
| l   | Policination and   | \$4,400.00                      |  |  |   |   |   |  |
| (8310 Oc. B20-02580.60-S                                    | Pavizació Markings «<br>Sulviniero:                          |                                 |  |  |   |   |   |  |
| 10310 (Xv. B20-02500.00-5<br>:<br>10310 (30-040-031)02120-5 | Payment Markings =<br>Subcontract<br>Switchalk - Subpontract | <b>5</b> 8,932 00               |  |  |   |   |   |  |
|   | Subchilene:  |                                 |  |  |   |   |   |  |
|   | Syleyalk - Subponitset                                       | 60.218,82                       | 1  | \$55   |   |   |   |  |
|   | Syleyalk - Subponitset                                       | \$8,932.00<br>8833,288.00       | *  |  |   |   |   |  |
|   | Subcontract  Siziewalk - Subcontract  Total                  | \$8,932.09<br>8533,258.40<br>51 | Approv   |  |   |   |   | Fig. 1                                 |
| ingleggichan-uslingso-S                                     | Subcentract  Salewalk - Subcontract  Total  Accounting       | \$8,932.09<br>8535;258.60<br>11 | Approv   |  |   | Jeet Manager  | TORK THE  | Date                                   |
| instruction astronos  | Subcontract  Siziewalk - Subcontract  Total                  | \$8,932.09<br>8535;258.60<br>11 | Approv   |  |   | ject Manager  |   | Date                                   |
| instruction astronos  | Subcentract  Salewalk - Subcontract  Total  Accounting       | \$8,932.09<br>8535;258.60<br>11 | Approv   |  |   | ject Manager  |   | Date                                   |



### SURCONTRACTOR APPLICATION FOR PAYMENT

| Project Names       | Pins Center I - Building E            | Projeci Amaber:      | 50510                                 |             |
|---------------------|---------------------------------------|----------------------|---------------------------------------|-------------|
| Sphrooteactors      | Construction 70, Inc.                 | Date of Application: |                                       |             |
| Supplier #;         | 1000552                               |                      |                                       |             |
| Aildress:           | 3626 S. 40th Street (PO Box 65345.    | Application Number:  | s-                                    | and min     |
|                     | 145942A, AZ 85040                     | Period From:         | Period To:                            |             |
| Phone:              | (480) 899-7074)                       |                      | · · · · · · · · · · · · · · · · · · · | <del></del> |
| Remittance Address: | QPUS West Consumerion Corporation     |                      |                                       |             |
|                     | Alto : Accounts Fáyable               |                      |                                       |             |
|                     | 2555 Euer Cusmithack Koud: Suise 100) |                      | •                                     | •           |
|                     | Phoenix, AZ \$501fi                   |                      |                                       |             |
| syandor ID          | 22 Structor                           |                      |                                       |             |

# Construction $7_0$ , Inc.

| ic. + kopci    | DZYPER-OL FIG. BRANZILL THOOPER AND OPER BEREZ<br>BINAR - Source Brezel Principle (Antoria Bishid  |   | ï                            | 680) 598-7073<br>682) 632-7070<br>680) 896-7072 FA |
|----------------|--|---|------------------------------|--|
|                | OPUS West Construction Corporation<br>2555 East Camelback Road Suite 800<br>Phoenix, Arizona 85016<br>Attn: Land Development- Vincent Genetti  |   | INVOICE:<br>Date:<br>Job No: | 257 <b>62</b><br>04/22/09<br>1598                  |
| O 025          |  | Oabits                                  | Credits                      | Balance  |
| Cate           | Obsciptins  A CALLED VIETNA F  |   |                              |  |
|                | Pima Center   Building E<br>Contract Billing   | 200                                     |                              |  |
|                |  |   |                              |  |
| it, #11a       | Retention Billing as per Contract.<br>(See attached Application for Payment)   | 533,258,00                              | - Annester (Coloredo)        |  |
|                | Less Previously Paid = Est. #1 - #6  | 133,518.00                              | . I commonweal               |  |
|                | Less Prev. Applied - Est. #7   | 35,392.27                               | - (g <sub>2</sub> )-c        |  |
|                | Less Prev. Applied - Est. #  | 183,496.95                              |                              | · ,  |
|                | Lass Prev. Applied - Est. 常  | 120,957.08                              |                              |  |
|                | Less Prev. Applied - Est. #1   | 19,109.70                               | ·                            |  |
|                | Retention Release Requeste   | 40,784.00                               |                              | 40,784.0   |
|                |  | 00000                                   |                              |  |
|                |  |   |                              |  |
|                |  |   |                              |  |
|                |  |   |                              |  |
|                |  | 6.01.000 P (10.000 P)                   | :                            |  |
|                |  |   |                              |  |
|                |  |   |                              |  |
|                |  | Transport                               |                              |  |
|                |  | *************************************** | Total Due                    | \$ 40,784.   |
| gagada ana saw |  |   |                              |  |
|                | mono contributo de Section de Sec | 533,258.00                              |                              | • •  |
|                | TOTAL ESTIMATE TO DATE LESS RETENTION TO DATE  |   | 0.00                         | <u>)</u> 533,258                                   |
|                | NET TOTAL TO BATE PREVIOUS ESTIMATE PREVIOUS RETENTIONS  | 533,258.00                              | 40,784.00                    | j.   |
|                | PREVIOUS RETERMINES  PREVIOUS RETERMINES  SEOSS INCREASE   | 200                                     |                              | 492,474  |
|                | REC. THE ESTMATE  RET. THE ESTMATE  INIT DUE TH'S ESTMATE  |   | (40.784.00                   | 40,754   |
|                | 7  | 00 Residential Grading                  | NET BILLING.                 |  |
| 2<br>G         | AR Book Job Trasking Sheet   | 00 Commercial Grading (iii) Concrete    | \$0.00<br>\$0.00             | \$0.00 \$0.00<br>\$0.00 \$0.00                     |
|                | Invoice Tracking Workshall CCAS  | <u>IV)</u> Pavino                       | \$0,00                       | \$0.00 <b>\$0.00</b>                               |
|                | 21536  | <u> </u>                                | 3210                         | #5 <u></u>   |



|  | UPUS, SUBCONTRAC  |  | Project Sumber: 1051   |  | 10510  | 310   |  |   |  |  |
|--|---|--|--|--|--|---|--|---|--|--|
|  | ertor: Construction 70, Inc.  |  |  | Santana and Santan |  | 4/24/2009   |  |   |  |  |
| (Mail Sheister Programme)  |   |  |  |  |  | Account of the second   |  |   |  |  |
| ribititées as  | 1006852   |  | and the same of th | . Application Number:  |  | 11 :a - Retenti   | AAaan Marii  |   |  |  |
| History:   |   | S 40th Street  |  |  |  | 1/2009 Period To: 4/30/2009   |  |   | 19   |  |
|  | Phoenix, AZ (   |  |  |  | ***************************************      |   |  |   | <del></del> -  |  |
| one t  | (480) 898-700   |  |  |  |  |   |  |   |  |  |
| mitmuce Address :  |   | West Construction Co.  | poration   |  |  |   |  |   |  |  |
|  |   | Aegognis Payable   | 5. c 69361   |  |  |   |  |   |  |  |
|  |   | East Camelback Road, S   | Soute 500  |  |  |   |  |   |  |  |
|  |   | D. AZ 85016  |  |  |  |   |  |   |  |  |
| ONTBACT INFORM   | AATION  | ITEM   |  | SALES TAX  | (\$)(if applicab                             | (le)  | TOTA   |   | Marketine Comments   |  |
|  | 200 1 2 2 2 2 2 4 2 2 2 2 2 2 2 2 2 2 2 2 2                                       | 11.531   |  |  |  |   |  | \$467,730.00                            | · · · · · · · · · · · · · · · · · · ·  |  |
| RIGINAL CONTRAC  |   | Li B. Herry of to  | **************************************   |  |  |   | 40044  | \$65,529.00                             | THE RESERVE OF THE PERSON OF T |  |
| pas approved cel   | CONTRACT  | AMOUNT TO DATE   | TOTAL  |  | ***************************************      |   |  | \$533,258.0                             |  |  |
|  |   |  | ****   | •  |  |   |  |   |  |  |
|  | anna a markini  |  |  |  |  |   |  |   |  |  |
| PPLICATION INFO  |   | e.a.v.   |  | \$5)3,258.01   | )  | *****   |  |   |  |  |
| Total Completed &  | . Moreu to 18   | are:<br>10 %   |  | \$0.00   |  |   |  |   |  |  |
| Less Retainage   |   | 30000000000000000000000000000000000000   |  |  |  | ç s   | 33,238:00  |   |  |  |
| Total Earned less R  | Reinlauge (A  | ± B)   |  |  |  | 83.00<br>83.00  | VC: 12 Car. 2 1 2 Car.   |   |  |  |
| Less Previous Billit   |   |  | r  | \$492,474.0  | <u>)                                    </u> |   |  |   |  |  |
|  |   |  |  |  |  | <u>5-</u>   | 40,764.00  | 3)5550000000000000000000000000000000000 |  |  |
| Current Payment U<br>Balance to Finish, I  | Due (t 10)<br>Plus Retaina  | ge (H - A + B)   |  | \$0.00   |  | <del>Ministra.</del>  |  |   |  |  |
|  |   |  |  | 80.00  |  |   |  | •                                       |  |  |
| Current Gross Am   | oonat Compl   | cted this region   |  | - contract college visit of the  |  | 222000 <del>0000</del>  | Supplies   | r#: (006852                             |  |  |
|  |   | 100 may 200 200 200 200 200 100 100 100 100 100  | rminara de la compania del compania del compania de la compania del compania del compania de la compania del  | Low TO Inn   |  |   | -эмдариян:   | 1 /r ( ),Q()(1)(1)(1)(2)                |  |  |
|  |   | SUBCONTRA  | TOR: Construct   | ion 30. lnc.   |  |   | 2032pers   | 1000000                                 | -  |  |
|  |   | SUBCONTRAC   | TTOR: Construct  | ign 30. Inc.   |  |   | Sugapere   | (0.000.00                               |  |  |
|  |   |  | TTOR: Construct  | ign 30. lite   |  |   | 313 pers   | ( CC ) ( CSAN)                          | ·  |  |
| app <u>lication bre</u> .  | <u>akdown</u>   | BY:<br>DATE:   |  |  | Town Press C                                 |   | -3.33 p to 2.  | (USAN)-S                                | e e e e e e e e e e e e e e e e e e e  |  |
| <u>application bre</u><br>tyis section must  | <u>akdown</u><br>Tbe compl  | BY:<br>DATE:   | R THES PAYMENT TO  | HE PROCESSE  | O BY OFUS                                    |   | Эмарина  | (3)(4)(-6)                              | continuente de la continuente del continuente de la continuente de |  |
| application breatins section must  | <u>akdown</u><br>TBE COMPL  | BY:<br>DATE:   |  |  | O BY OPUS                                    |   | Sugpress.  |   |  |  |
| APPLICATION BREATING BREATING BREATING BUST  | AKDOWN<br>TBE COMPL   | BY:<br>DATE:<br>LETED IN ORDER FO  |  | BE PROCESSE!<br>Work Cor<br>From   |  | Total Work  | Percent  | Reminago Pris                           | Nei Paymen   |  |
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| Account Code   | T.BECOMPL   | BY:<br>DATE:<br>LETED IN ORDER FO  | R THES PAYMENT TO  | BE PROCESSE! Work Cor From Previous  |  | Compieta  | Perent<br>Complete   | Reminago Pris                           |  |  |
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| THIS SECTION MUST  | T BE COMPL  | BY: DATE:  LETED IN ORDER FO  Description  | R THES PAYMENT TO  | BE PROCESSEI Work Cor From Previous Application 20,500.00  |  | Complete  1 * G  26,500.00  1,566.00  | Percent<br>Complete<br>A / H<br>100.000%   | Reminage This Application               | G - X.   |  |
| Account Code 10510.00-B20-01491.0  | T BE COMPL  | BY: DATE:  LETED IN ORDER FO  Description  | Curient Control Annount S26,500.00   | BE PROCESSE! Work Cor From Previous Application 20,560.00  |  | Complete  1 * G  26,500.00  1,560.00  146,268.00  | Percent<br>Complete<br>A / H<br>100.000%   | Reminage This<br>Application            | G - X.   |  |
| Account Code 10510.00-B20-01451.0 10510.00-B20-02240   | T BE COMPL  30-S Eart Sub  90-S Dat   | BY:  DATE:  LETED IN ORDER FO  Description  thwork-Survey  | Curient Control Anioual S26,500,00   | BE PROCESSE! Work Cor From Previous Application 26,560,00 1560 146,268,30  |  | Complete  1 * G  26,500.00  1,566.00  | Percent<br>Complete<br>A / H<br>100.000%   | Reminage This Application               | G - X.   |  |
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| Accomi Code 10510.00-B20-01451.0 10510.00-B20-02240  | T BE COMPL  30-S Earn Suls  10,90-S Bits  90-S Bits  Sul  60-S Pav                | BY:  DATE:  LETED IN ORDER FO  Description  Chwork-Survey  Softwark - Substantiact  unifical Paving -  contract  serion Markings -   | Current Control Aniount S26,500,00 S 1,560,00  | ## PROCESSE! Work Cor From Previous Application  26,560.00  1560  146,268.00  280,308.00  4,400.00   | This Period                                  | Complete  1 * G  26,500.00  1,566.00  146,268.60  260,308,00  4,400.00                                    | Percent<br>Complete<br>A / H<br>100.000%<br>100.000%<br>100.000%   | Reminage This Application               | G- K   |  |
| Account Code 10510.00-B20-01491.0 10510.00-B20-02240 10510.00-B20-02300.6 10510.00-B20-02510.0   | 7 BE COMPL  30-S Ean Sub  10:30-S Piu  500-S Piu  500-S Pay  500-S Pay  500-S Pay | BY:  DATE:  LETED IN ORDER FO  Description  thwork-Survey  scontract  stayenk - Substantial  stayenk - Substantial  stayenk - Substantial  | Curters Control Amount  \$26,500.00 \$ 1,560.00 \$ 2260,308.00   | ### PROCESSE! Work Cor From Previous Application 26,560.00 1560 146,268.00 280,308.00  | This Period                                  | Complete  1 4 G  26,500.00  1,560.00  146,268.60  260,308,00  | Percent<br>Complete<br>A / H<br>100.000%<br>100.000%<br>100.000%   | Reminage This Application               | G- K   |  |
| Aeroant Code 10510.00-B20-01451.0 10510.00-B20-02240.6 10510.00-B20-02510.0 10510.00-B20-02510.0 10510.00-B20-02510.0                  | ### COMPL ####################################                                    | BY:  DATE:  LETED IN ORDER FO  Description  thwork-Supersurant  thwork-Supersurant  authorized Paveng- accontract  seament Markings - secontract  fit & Gutter-CIP - becontract  | R THUS PAYMENT TO  Curtent Contract Aniouni  \$26,500.00 \$1,560.00 \$1,560.00 \$260,308.00 \$34,400.00 \$88,290.00  | ## PROCESSE! Work Cor From Previous Application  26,560.00  1560  146,268.00  260,308.00  4,400.00  85,290.00  | This Penod                                   | Complete  1 * G  26,500.00  1,566.00  146,268.60  260,308,00  4,400.00                                    | Percent<br>Complete<br>A / H<br>100.000%<br>100.000%<br>100.000%   | Reminage This Application               | CJ- K  |  |
| Account Code 10510.00-B20-01451.0 10510.00-B20-02230.6 10510.00-B20-02300.6 10510.00-B20-02510.0                                       | ### COMPL ####################################                                    | BY:  DATE:  DESCRIPTION  DESCRIPTION  Chwork-Survey  Incomment  Subsecrit - Subsemment  unificus Paving -  occoursed  second Markings -  beorgrant  It & Guiser-CIP -  | Curient Control Aniount  \$26,500,00  \$ 1,560.00  \$1,66.00  \$260,308.00   | ## PROCESSE! Work Cor From Previous Application  26,560.00  1560  146,268.00  280,308.00  4,400.00   | This Penod                                   | Complete  1 * G  26,500.60  1,560.00  146,268.60  260,308,00  4,400.00  85,290.00                         | Percent Complete A / H 100.000% 100.000% 100.000% 100.000% 100.000% 100.000%   | Reminage This Application               | CJ- K  |  |
| Account Code 10510.00-B20-01451.0 10510.00-B20-02240.0 10510.00-B20-02300.6 10510.00-B20-02510.0 10510.00-B20-02410.0                  | ### COMPL ####################################                                    | BY:  DATE:  LETED IN ORDER FO  Description  thwork-Supersurant  thwork-Supersurant  authorized Paveng- accontract  seament Markings - secontract  fit & Gutter-CIP - becontract  | R THUS PAYMENT TO  Curtent Contract Aniouni  \$26,500.00 \$1,560.00 \$1,560.00 \$260,308.00 \$34,400.00 \$88,290.00  | ## PROCESSE! Work Cor From Previous Application  26,560.00  1560  146,268.00  260,308.00  4,400.00  85,290.00  | This Penod                                   | Complete  1 * G  26,500.60  1,560.00  146,268.60  260,308,00  4,400.00  85,290.00                         | Percent Complete A / H 100.000% 100.000% 100.000% 100.000% 100.000% 100.000%   | Reminage This Application               | G-K  |  |
| Across Code  Across Code  10510.00-B20-01451.0  10510.00-B20-02240.6  10510.00-B20-02510.0  10510.00-B20-02510.0  10510.00-B20-02580.6 | ### COMPL ####################################                                    | BY:  DATE:  LETED IN ORDER FO  Description  thwork-Supersurant  thwork-Supersurant  authorized Paveng- accontract  seament Markings - secontract  fit & Gutter-CIP - becontract  | R THEIS PAYMENT TO  Curters Contract Annual  \$26,500.00  \$ 1,560.00  \$146,268.00  \$260,308.00  \$4,400.00  \$8,932.00  | BE PROCESSE! Work Cor From Previous Application 26,500.00 1560 146,268.00 260,308.00 4,400.00 85,290.00  | This Penod                                   | Complete  1 * G  26,500.00  1,560.00  145,268.00  260,308,00  4,400.00  85,290.00  8,932.00               | Percent<br>Complate<br>A / H<br>100.000%<br>100.000%<br>100.000%<br>100.000%<br>100.000%   | Reminage This Application               | CJ- K  |  |
| Acronni Code  Acronni Code  10510.00-B20-01491.0  10510.00-B20-02240.0  10510.00-B20-02510.0  10510.00-B20-02580.0                     | ### COMPL ####################################                                    | BY:  DATE:  LETED IN ORDER FO  Description  thwork-Supersurant  thwork-Supersurant  authorized Paveng- accontract  seament Markings - secontract  fit & Gutter-CIP - becontract  | Curters Contract Aminual  \$26,500.00 \$ 1,560.00 \$ 1,560.00 \$ 54,400.00 \$ 585,290.00 \$ 8,932.00   | BE PROCESSE! Work Cor From Previous Application 26,500.00 1560 146,268.00 260,308.00 4,400.00 85,290.00  | This Penod                                   | Complete  1 * G  26,500.60  1,560.00  146,268.60  260,308,00  4,400.00  85,290.00                         | Percent Complete A / H 100.000% 100.000% 100.000% 100.000% 100.000% 100.000%   | Reminage This Application               | G-K  |  |
| Acronni Code  Acronni Code  10510.00-B20-01491.0  10510.00-B20-02240.0  10510.00-B20-02510.0  10510.00-B20-02580.0                     | ### COMPL ####################################                                    | BY:  DATE:  DESCRIPTION ORDER FO  Description  thwork-Survey  sommant  thwork-Subcomment  summant Pavang  sommant  ris & Gracy-CIP =  boostance  ne Salewalks  | R THUS PAYMENT TO  Curtem: Costract Aminual  \$26,500.00  \$ 1,560.00  \$146,268,00  \$260,308.00  \$4,400.00  \$85,290.00   | BE PROCESSE! Work Cor From Previous Application 26,500.00 1560 146,268.00 260,308.00 4,400.00 85,290.00  | This Pened                                   | Complete  1 4 G  26,500.00  1,560.00  146,268.00  260,308,00  4,400.00  85,290.00  8,932.00               | Percent Complete A / H 100.000% 100.000% 100.000% 100.000% 100.000% 100.000% 100.000% 100.000% 100.000%  | Reminage Usis<br>Application            | G-K  |  |
| Aeroani Code 10510.00-B20-01451.0 10510.00-B20-02200.6 10510.00-B20-02200.6 10510.00-B20-02510.0 10510.00-B20-02510.0                  | ### COMPL ####################################                                    | BY:  DATE:  DESCRIPTION ORDER FO  Description  thwork-Survey  sommant  thwork-Subcomment  summant Pavang  sommant  ris & Gracy-CIP =  boostance  ne Salewalks  | Curters Contract Aminual  \$26,500.00 \$ 1,560.00 \$ 1,560.00 \$ 54,400.00 \$ 585,290.00 \$ 8,932.00   | ### PROCESSE!  Work Cor  From Previous Application  20,500.00  1560  146,268.00  280,308.00  4,400.00  85,290.00  85,290.00  15932   | This Pened                                   | Complete  1 4 G  26,500.00  1,560.00  146,268.00  260,308,00  4,400.00  85,290.00  8,932.00               | Percent<br>Complete<br>A / H<br>100.000%<br>100.000%<br>100.000%<br>100.000%<br>100.000%   | Reminage Usis<br>Application            | G-K  |  |
| Across Code  Across Code  10510.00-B20-01451.0  10510.00-B20-02240.6  10510.00-B20-02510.0  10510.00-B20-02510.0                       | ### COMPL ####################################                                    | BY:  DATE:  DESCRIPTION  DESCRIPTION  CHARACTER FOR THE SUPPORT OF | Curters Contract Aminual  \$26,500.00 \$ 1,560.00 \$ 1,560.00 \$ 54,400.00 \$ 585,290.00 \$ 8,932.00   | ### PROCESSE!  Work Cor  From Previous Application  20,500.00  1560  146,268.00  280,308.00  4,400.00  85,290.00  85,290.00  15932   | This Pened                                   | Complete  1 4 G 26,500.00  1,560.00  146,268.00  260,308,00  4,400.00  85,290.00  8,932.00  533,258.00  A | Percent<br>Complete<br>A / H<br>100.000%<br>100.000%<br>100.000%<br>100.000%<br>100.000%   | Reminage Usis<br>Application            | C; K   |  |
| Account Code  19510.00-B20-01491.0  19510.00-B20-02290.6  10510.00-B20-02510.0  10510.00-B20-02510.0  10510.00-B20-02510.0             | 7 BE COMPL 30-S Earl 80-S Earl 80-S Pits 500-S Stat 800-S Cor 800-S Cor 800-S Cor | BY:  DATE:  DESCRIPTION  Description  Chwork-Survey  Genorate  Contract  Description  Contract   | Curten: Contract Annual  \$26,500.00 \$ 1,560.00 \$ 1,560.00 \$ 260,308.00 \$ 54,400.00 \$ 8,932.00  \$ 8,932.00  If  Date   | ### PROCESSE!  Work Cor  From Previous Application  20,500.00  1560  146,268.00  280,308.00  4,400.00  85,290.00  85,290.00  15932   | This Pened                                   | Complete  1 4 G 26,500.00  1,560.00  146,268.00  260,308,00  4,400.00  85,290.00  8,932.00  533,258.00  A | Percent Complete A / H 100.000% 100.000% 100.000% 100.000% 100.000% 100.000% 100.000% 100.000% 100.000% 100.000%   | Reminage Usis<br>Application            | G- K   |  |
| Agrount Code  (6510.00-B20-01451.0  10510.00-B20-02240.0  10510.00-B20-02510.0  10510.00-B20-02510.0  10510.00-B20-02510.0             | 7 BE COMPL 30-S Earl 80-S Earl 80-S Pits 500-S Stat 800-S Cor 800-S Cor 800-S Cor | BY:  DATE:  DESCRIPTION  DESCRIPTION  CHARACTER FOR THE SUPPORT OF | Curten: Contract Annual  \$26,500.00 \$ 1,560.00 \$ 1,560.00 \$ 260,308.00 \$ 54,400.00 \$ 8,932.00  \$ 8,932.00  If  Date   | ### PROCESSE!  Work Cor  From Previous Application  20,500.00  1560  146,268.00  280,308.00  4,400.00  85,290.00  85,290.00  15932   | This Pened                                   | Complete  1 4 G 26,500.00  1,560.00  146,268.60  260,308,00  4,400.00  85,290.00  8,932.00  S33,258.00  A | Percent Complete A / H 100.000% 100.000 | Reminage Usis<br>Application            | G-K  |  |



### CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

| Project: Pima Center I – Building E  Job No.: 10466.00   |
|--|
| On receipt by the undersigned of a check from   (Maker of check) in the sum of \$ 40,784.00 (Amount of Check) payable to  (Dustreverior 10, Ar. (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   Pina Center 1 - Blog E (Job Description) to the following extent. This release covers a progress payment for all labor, services, equipment or materials furnished to the jobsite or to   (Person with whom undersigned contracted) through   (Person with whom undersigned contracted) through   (Person with whom undersigned contracted) through   (Parson structure) (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:  A. 12. 2009  Outside To, Inc.   |
| Dated: 4.22.2009 ONSTRUCTION TO, INC. (Company Name)   |
| (Signature)  Let Odin Al Mix  (Title)  |

### Conditional Waiver and Release on Progress Payment

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

| Project:  |   | Pima Cent   | ec I Building E  |  |  |
|---|---|---|--|--|--|
| Job No:   | 159   | 26  |  |  |  |
| or the sum properly ende effective to re right, any claim or payment a OPUS Wes to the following materials force. | \$40,784.00 preed and has dease any Me to for the total to for person the Constructing extent. The shed to the sone any recipions and recipions are recipions and recipions and recipions and recipions are recipions are recipions and recipions are recipions are recipions are recipions and recipions are recipions | payable to <u>Cor</u> been paid by the basehanic's Lien, any struct, and any rights un ons in the undersign his release covers a plobsite <u>Pima Cor</u> my retention pending pient of this docume | nstruction 70, 100  ank on which it is one atternation or federal state and its position that a located at a progress payment the content of Building a modifications as   | struction Corporation. and when the character that document and the character that the undersigned has a Pima Center for all labor, services through and changes, or items to person should verify | becomes private bond elated to claim on the lob of  I Building E coulpment, or  04/22/09 furnished after |
| The undersig  | ned warrants  | that he either has al   | lready paid or will  | use the monies be re-  | ceives from this   |
| for all work,<br>date of this v   |   | ipment, or services   | provided for or to   | the above reference  | d project up to the  |
|   | Date:   | 04/22/09  |  | Construction   | 10, Inc  |
|   |   |   | The same of the sa | Contract Adh   | unistralisc  |

COMME. OPLS SHOULD BE SSUME, A EMECA TO COVER

No. Contractive Co