

UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS		PROOF OF CLAIM
Name of Debtor: (Check Only One): <input type="checkbox"/> Opus West Corporation <input checked="" type="checkbox"/> Opus West Construction Corporation <input type="checkbox"/> O.W. Commercial, Inc. <input type="checkbox"/> Opus West LP <input type="checkbox"/> Opus West Partners, Inc.	Case Number: <div style="font-size: 1.2em; text-align: center;">09-34360</div>	
<small>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. All other requests for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.</small>		
Name of Creditor (the person or other entity to whom the debtor owes money or property): <div style="font-size: 1.2em; text-align: center;"> Construction 70, Inc. <div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: 150px; text-align: center;"> RECEIVED NOV 09 2009 BMC GROUP </div> </div>	<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: <small>(If known)</small> Filed on:	
Name and address where notices should be sent: <u>Tracy Hippensteel</u> <u>P.O. Box 62345</u> Telephone number: <u>602-438-7070</u> <u>Phoenix, AZ 85082</u> Email Address: <u>thippensteel@construction70az.com</u>	<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.	
Name and address where payment should be sent (if different from above): Telephone number:		
1. Amount of Claim as of Date Case Filed: <u>\$364,347.73</u> If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.	5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,425 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(). Amount entitled to priority: <div style="text-align: center;">\$</div>	
2. Basis for Claim: <u>Construction Services Performed</u> <small>(See instruction #2 on reverse side.)</small> 3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: _____ <small>(See instruction §3a on reverse side).</small> 4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Equipment <input type="checkbox"/> Other Value of Property: \$_____ Annual Interest Rate _____% Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$_____ Basis for perfection: _____ Amount 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. <i>(See instruction 7 and definition of "redacted" on reverse side.)</i> DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain: _____		
Date: <div style="font-size: 1.2em;">11/6/09</div>	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. <div style="font-size: 1.2em; text-align: center;"> <div style="display: inline-block; vertical-align: middle; margin-left: 10px;"> Jeffrey C. Matura, Attorney 1850 N. Central Ave., Suite 500, Phoenix, AZ 85004 602-792-5700 </div> </div>	
FOR COURT USE ONLY <div style="text-align: center;"> OPUS WEST 00630 </div>		

ITEMIZED STATEMENT FOR QUESTION #1

Claim as of Date Case Filed:

\$364,347.73

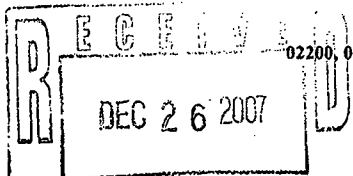
Accruing interest at the legal and contract rate:

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

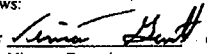
SUBCONTRACT AGREEMENT (Labor and Materials) PHOENIX

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:

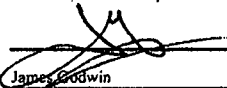
1. Subcontract Documents. The term "Subcontract Documents" is defined in Paragraph 1 of the attached Rider "A".
2. Project. Contractor is providing design and construction-related services to Owner (defined below) in connection with the project generally described as Pima Center I - Building E ("Project"), 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.
3. Owner. The Owner of the Project is PC-101, Inc. ("Owner").
4. Architect/Engineer. The architect and engineers ("Architect/Engineer") of record for the Project are:
Architect of Record: 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.
5. Scope of Work. Subcontractor's scope of work for the Project is described in the attached Rider "A" and is defined therein as the Work.
6. Schedule. Time is of the essence. Accordingly, all time limits and requirements for completion set forth in the Subcontract Documents, including any intermediate milestones (collectively referred to in the Subcontract Documents as the "Schedule"), are of the essence of this Subcontract. Subcontractor shall begin its Work as soon as the Project is ready for the Work or within three (3) calendar days after being notified orally or in writing to proceed by Contractor. The Substantial Completion of the Work (defined in the General Conditions of Subcontract) shall be achieved as required by job progress, so as to allow the entire Project to be substantially completed on or before 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".
7. Subcontract Sum. Contractor shall pay Subcontractor the sum of \$ 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".
8. Riders. The following Riders are attached to and made a part of this Subcontract:
 - 8.1 Rider A (Scope of Work)
 - 8.2 Rider B (Indemnification)
 - 8.3 Rider C (Insurance)

Contractor and Subcontractor sign as follows:

Approved by Contractor's project manager  023408
Vincent Genetti


CONTRACTOR
OPUS West Construction Corporation

By:


James Rodwin
(Print Name)
Senior Director of Construction
(Title)
1-3-08
(Date)

SUBCONTRACTOR
Construction 70, Inc.

By:


Ricky Eischen
(Print Name)
VICE PRESIDENT
(Title)
December 18, 2007
(Date)

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

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.

1. Work/Subcontract Documents.

Subcontractor shall furnish all necessary labor, materials, equipment, skills, services (including design and engineering, if applicable), supervision and appurtenances necessary to complete all Section **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

Description	Number	Last Revision
Pima I Building E Outline Specs		01/21/2007
General Conditions of Subcontract		06/01/2005
Special Conditions of Subcontract		05/02/2007
Supplemental General Conditions		06/01/2005
Cover Sheet	CS	09/04/2007
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 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
Irrigation Plans	LA04	09/04/2007
Irrigation Plans	LA05	09/04/2007
Landscape Detail Sheet	LA06	09/04/2007
Irrigation Detail Sheet	LA07	09/04/2007
Specifications	LA08	09/04/2007
Site Plan	A0.1	09/04/2007
Enlarged Site Plan	A0.2	09/04/2007
Site Details	A0.3	09/04/2007
Site Details	A0.4	09/04/2007
1st Floor Plan	A1.1	09/04/2007
1st Floor Plan - Edge of Slab	A1.1.1	09/04/2007
2nd Floor Plan	A1.2	09/04/2007
2nd Floor Plan - Edge of Slab	A1.2.1	09/04/2007
Roof Plan	A1.3	09/04/2007
Elevations	A2.1	09/04/2007

Enlarged Elevations	A2.2	09/04/2007
Enlarged Elevations	A2.3	09/04/2007
Window/Door Schedule	A2.4	09/04/2007
Window/Door Schedule	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	A4.3	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	IA2.02	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	S7	09/04/2007
Sections and Details	S8	09/04/2007
Sections and Details	S9	09/04/2007
Sections and Details	S10	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
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 I - 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 E	02520	12/06/2007
Site Utilities Specifications - Pima Center I - Building E	02600	08/30/2007
Drywell Specifications - Pima Center I - Building E	02720	10/31/2007
Landscaping and Irrigation Specifications - Pima Center I - 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 - Pima 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 I - 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 - Pima 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 I - Building E	08400	10/31/2007
Door Hardware Specifications - Pima Center I - Building E	08700	08/30/2007
Hydraulic Elevators Specifications - Pima Center I - 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

Date	Number	Name
N/A		

Supplemental Design Documents

Description	Date
Report on Geotechnical Investigation on Pima Center I, submitted by Speedie and Associates, Project Number 041163SA	08/23/2004

Other Documents

N/A

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

Modifications and Clarifications

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

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 "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
3. General building permit
4. Development fees

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

N/A

Schedule Notes

1. In accordance with attached Opus Pima Center I - 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.

3. 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 I - Building E	Base bid: Survey and layout	\$26,500.00
10510.00	Pima Center I - Building E	Base 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
Total			\$ 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-S	\$85,290.00
Bituminous Paving - Subcontract	10510.00-B20-02510.00-S	\$231,372.00
Pavement Markings - Subcontract	10510.00-B20-02580.00-S	\$4,400.00
Total		\$467,730.00

4. Unit Pricing.

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

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

Unit Price List

Name	Rate	Quantity UOM
01. 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 place immediately.	\$-38.00	Each
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 stockpile for future use.	\$-23.00	Each
03. Clear and grub site (including haul-off of debris)	\$1,424.00	Acre
04. Scarify and recompact	\$0.34	Sq Yard
05. Cut and fill	\$2.36	Cubic Yd
06. Over excavate and recompact	\$2.24	Cubic Yd
07. Fine grade	\$0.57	Sq Yard
08. Additional earthwork mobilization	\$10,000.00	Each
09. 2" asphalt on 6" ABC	\$14.60	Sq Yard
10. 3" asphalt on 6" ABC	\$18.20	Sq 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
21. Additional concrete mobilization	\$2,000.00	Each

5. Alternates.

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

Alternates

Line Number	Name	Amount
1	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 single 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

AVG

**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 indemnify (i) include (without limitation) all Claims, whether occurring before, during or after the performance of this Subcontract, which arise from or relate to the activities, products, actions or omissions of Subcontractor, its Sub-subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable (collectively, the "Subcontractor Parties"); (ii) shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Subcontractor or any Subcontractor Party under workers' or workman's compensation acts, disability acts, other employee benefits acts, or any insurance required to be carried by Subcontractor under the Subcontract Documents; and (iii) specifically and expressly include (without limitation) any Claims caused in part by the negligence (whether active or passive) or other misconduct of any Indemnitee. Subcontractor's failure to procure specific contractual liability and other types of insurance for the benefit of any Indemnitee, as required under the Subcontract Documents, will not render the foregoing provisions unenforceable under any applicable law.

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

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

END OF RIDER B

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

- | | |
|--|---|
| (a) Workers' Compensation | Statutory Limits |
| Employer's Liability, including "Stop Gap" coverage and USL&H if applicable | \$1,000,000 each accident
\$1,000,000 disease-policy limit
\$1,000,000 disease-each employee |
| Commercial General Liability
(Electrical, HVAC, Plumbing, Fire Protection Sprinkler, Steel Erection, Elevator, Excavating, Roofing, Foundation and Curtain Wall Subcontractors) | \$5,000,000 each occurrence
\$5,000,000 products/completed operations aggregate
\$5,000,000 general aggregate (minimum \$2,000,000 per project) |
| Commercial General Liability
(All Other Subcontractors) | \$2,000,000 each occurrence
\$2,000,000 products/completed operations aggregate
\$2,000,000 general aggregate (per project) |
| Commercial Automobile Liability | \$1,000,000 any one accident or loss |
| Professional Liability (to the extent required of Subcontractor under the Subcontract Documents) | \$1,000,000 each claim
\$1,000,000 annual aggregate |
- (b) The Commercial General Liability insurance required under Paragraph 1(a) will (i) be on ISO Form CG 00 01 or its equivalent, (ii) include coverage for products/completed operations, (iii) be maintained for a period of three (3) years after completion of the Work, (iv) specifically cover as "insured contracts" the Subcontractor's indemnity obligations as set forth in this Subcontract and other contractual indemnities assumed by the Subcontractor under the Subcontract Documents and (v) provide a \$2,000,000 minimum general aggregate limit of liability on a per project basis.
- The Commercial Automobile Liability insurance required under Paragraph 1(a) will include coverage for all owned, hired and non-owned automobiles. Professional Liability, if applicable to the Subcontractor's Work, shall be maintained for a period of three (3) years after completion of the Work. Any retroactive date on such Professional Liability policy shall be prior to the commencement of any Work under this Subcontract.
- (c) Employer's Liability, Commercial General Liability and Automobile Liability insurance may be arranged under separate policies for the full minimum limits required, or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy.
- (d) The Subcontractor shall endorse its Commercial General Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies to add the Contractor and the Owner (and others as specifically required by the Subcontract Documents) as "additional insureds". Such insurance afforded to the Contractor and the Owner as "additional insureds" under the Subcontractor's policies will be primary insurance and not excess over, or contributing with, any insurance purchased or maintained by the Contractor or the Owner. The "additional insured" endorsement to Subcontractor's Commercial General Liability policy will be on ISO Form 20 10 07 04 and 20 37 07 04 or their equivalent and will include coverage for ongoing and completed operations.
- (e) All insurance policies required under Paragraph 1 or the Subcontract Documents will (i) be issued by insurance companies that have an A.M. Best rating of A- VII or better and (ii) contain a provision that coverage afforded thereunder shall not be cancelled or restrictive modifications added, without thirty (30) days prior written notice by certified mail to the Contractor. If Subcontractor fails to purchase and maintain the insurance coverage required herein, Contractor may, but shall not be obligated to, obtain such insurance and either charge all costs for such insurance to the Subcontractor or offset the costs of such insurance against amounts due Subcontractor under the Subcontract.
- (f) Certificates of Insurance will be filed with the Contractor prior to the start of the Subcontractor's Work on the Project Site. Such Certificates of Insurance will be in a form and substance acceptable to the Contractor and will provide satisfactory evidence that the Subcontractor has complied with all insurance requirements, including Contractor's, Owner's and any other required parties status as "additional insureds".
- (g) Contractor may exclude Subcontractor from the Project Site and withhold payments to Subcontractor until a properly executed certificate of insurance evidencing the insurance required herein is received by Contractor.
- (h) It is understood and agreed that the insurance coverages and limits required by this Subcontract shall not limit the extent of Subcontractor's responsibilities and liabilities specified within the Subcontract documents or under law.

2 Contractor's Builder's Risk Insurance.

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

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

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

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

END OF RIDER C

2nd
Agreement
Sent 2 weeks
later

PROJECT SPECIFICATIONS
FOR
THE DESIGN AND CONSTRUCTION
OF
Pima Center I - Building E
Salt River Pima-Maricopa Indian Community
Section 02200 - Earthwork

Prepared By:
Opus West Construction Corporation
December 6, 2007

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:
 - 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 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.
 - 3. All work shall conform to latest applicable OSHA requirements and Opus West Construction Corporation Safety Program.
- E. Coordination:
 - 1. 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.
 - 3. In case of conflict, the Opus Project Superintendent shall decide the proper location, arrangement or detailing, and any costs in revising or relocating equipment or material 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.

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

- A. Materials: 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.

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

- A. 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.
 - 3. 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.
 - 4. 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).
 8. 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.
 2. 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:
 - a. 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 $\pm 1/2$ " 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.
 - i. 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.
- o. 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.
- y. 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

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.
2. 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.
2. 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 in-place 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.

- 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

Prepared By:
Opus West Construction Corporation
December 6, 2007

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.
 - 2. Obtain permits, tests and approvals required by the municipality or any other authorized agency for completion of the work and pay necessary fees related thereto.
 - 3. All work shall conform to latest applicable OSHA requirements and Opus West Construction Corporation Safety Program.
- E. Coordination:
 - 1. 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.
 - a. **Sampling Fresh Concrete:** ASTM C 172, except modified for slump to comply with ASTM C 94.
 - 1). **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:**

1. **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.

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

A. Forms:

1. Form Materials: Materials with sufficient stability to withstand pressure of placed concrete without bow or deflection 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.
7. 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 bar-type supports complying with CRSI specifications.

C. Concrete Materials:

1. Portland Cement: ASMT C 150, Type I or Type III.
 - a. 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:

1. 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.
2. 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.
2. 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.
- 2. 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.
- 3. Comply with requirements and with ACI 304R and 305R-91 for measuring, mixing, transporting, and placing concrete.
- 4. 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, and 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:

1. 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.
3. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
4. Curing Methods: Cure concrete by moisture curing, moisture-retaining-cover 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.
2. 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.
 - j. Subcontract price includes one (1) concrete mobilization.
 - k. Concrete material shall comply with MAG "B" 2500 psi.
 - l. 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:
 - a. 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

Pima Center I - Building E

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

Prepared By:
Opus West Construction Corporation
December 6, 2007

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".
 - 1. Value Engineering: The bidders are requested to provide prices as shown or specified in the design drawings and specifications; however bidders are strongly encouraged to recommend cost saving design alternatives, with regard to architectural design and/or bidder's trade design. Any cost savings alternatives will not be revealed to bidder's competition.
- C. Submittals: In accordance with "Part 4 - Rider" and the applicable requirements of Division 1 - General and Special Conditions.
- D. Codes and Permits:
 - 1. All work shall meet or exceed the requirements of applicable codes, rules, laws, regulations and local code enforcement officials. Any work not in conformance with codes shall be brought to the attention of Opus Project Supervisor.
 - 2. Obtain permits, tests and approvals required by the municipality or any other authorized agency for completion of the work and pay necessary fees related thereto.
 - 3. All work shall conform to latest applicable OSHA requirements and Opus West Construction Corporation Safety Program.
- E. Coordination:
 - 1. Subcontractor shall coordinate its work with other trades and with Opus Project Supervisor.
 - 2. 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.

2. 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.
2. 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.

PART 2 - PRODUCTS: Materials described in "Part 2 - Products" may not necessarily be included in the project or in all portions of the project. Refer to "Part 4 - Rider" and Construction Drawings for 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.
3. Asphalt Cement: ASTM D 338 for viscosity-graded material and ASTM D 946 for penetration-graded materials.
4. Mineral filler: ASTM D 242.
5. Aggregate Base Course (ABC): ASTM C136 and C117.
6. 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:

1. 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.
2. 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:

1. 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.
2. 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.
3. 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.
 5. 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:
1. 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:
1. Asphalt Prime Coat

END OF SECTION 02510

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

Original Agreement

1. On-site soils to be used as fills.
2. 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.
4. 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.
10. Asphalt item is bid using C ¾" 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.
15. 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.
17. 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

2534

ARIZONA 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

YOU ARE HEREBY NOTIFIED THAT THE CLAIMANT:

17132534

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

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 f 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 fails to provide the bond information within that ten day period, the claimant shall retain lien rights to the extent precluded or prejudiced from asserting a claim against the bond as a result of not timely receiving the bond information.

C. Original, General or Reputed Contractor:

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

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
above claimant:

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

17132534

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.

20-DAY PRELIMINARY NOTICE INFORMATION/INSURANCE BROKER 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	(602) 468-7035
Associate Project Manager:	Ryan Hulett	(602) 468-7064
Project Superintendent:	TBD	
Administrative Assistant:	Jennifer Brinker	(602) 468-7075
Project Accountant: (all invoicing & insurance):	Whitney Le	(602) 468-7049

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 bearing), along the East line of the Northwest Quarter of said Section 31, for a distance of 2638.99 feet to a Brass Cap at the Center of said Section 31; thence N89°48'40"W, along the South line of the Northwest Quarter of said Section 31, for a distance of 1700.85 feet; thence S00°06'49"W for a distance of 1686.33 feet; thence S89°53'17"E for a distance of 905.94 feet; thence S00°00'00"W for a distance of 415.59 feet to the Point of Beginning;

Thence S90°00'00"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 feet to the Point of Beginning.

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

This sheet outlines the information Joyce's Services Corporation needs from your firm when you request us to prepare a preliminary notice for you. It can be copied and then completed to request a notice by fax or mail, or it can be used as 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:

CONSTRUCTION 70 INC.

P O BOX 62345

PHOENIX, AZ. 85082

Phone # 480-898-7070

Fax # 480-898-7072

Person requesting notice: TRACEY

OK Job # 1596

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:

ORIS Pima Center I - Bldg 'E'
9180 E. VIA DE VENTURA
SCOTTSDALE AZ 85258

3. Name, address, phone number, contact person of the firm with whom you have a contract (who is paying you for this work or materials):

ORIS WEST CORP
2555 E CAMELBACK RD # 800
PHOENIX, AZ. 85016
602. 468. 7000

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

GRADING, CONCRETE + PAVING

5. Your estimated dollar amount for the project:

\$ 467,730.00

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

11/19/07

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:

Joyce's

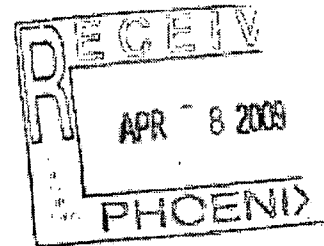
SERVICES CORPORATION

P.O. BOX 27388 / TEMPE, ARIZONA 85285-7388
(480) 820-3343 / Fax (480) 820-5802

John 3:16



**OPUS West Construction Corporation
SUBCONTRACT CHANGE ORDER**



03/25/2009

6

Dated: 12/06/2007

J, Inc.

Project

Earthwork, Asphalt Paving, & Site Concrete

CON-10510.00-16

02200, 02510, & 02520

PROJECT: Pima Center I - Building B
9180 E. Via de Ventura
Scottsdale, AZ 85258

CHANGE DETAILS

Item	Description	Amount
1	Subcontractor shall provide all labor, material, skill and equipment necessary or required to remove standing water from the parking lot following the rain event of February 7-9 as referenced in Subcontractor's Request for Change Order dated February 17, 2009.	\$1,560.00
2	Subcontractor shall provide all labor, material, skill and equipment necessary or required to remove and dispose of existing asphalt at the Via De Ventura driveway, repave the area, and pour a new concrete manhole ring as referenced in Subcontractor's Request for Change Order dated March 5, 2009.	\$2,873.00 <i>PA7</i>
3	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 beforehand that the price for this work would be T&M with a guaranteed maximum price of \$16,800 as referenced in Subcontractor's Request for Change Order dated March 5, 2009.	\$16,800.00 <i>PA7</i>
		<u>\$21,233.00</u>

SCHEDULE

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

CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
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
10510.00-B20-02300.00-S	\$129,468.00	\$16,800.00	\$146,268.00
10510.00-B20-02410.00-S	\$85,290.00	\$0.00	\$85,290.00
10510.00-B20-02510.00-S	\$257,435.00	\$2,873.00	\$260,308.00
10510.00-B20-02580.00-S	\$4,400.00	\$0.00	\$4,400.00
10510.00-B40-03100.00-S	\$8,932.00	\$0.00	\$8,932.00
	<u>\$512,025.00</u>	<u>\$21,233.00</u>	<u>\$533,258.00</u>

Original Contract Amount.....	\$467,730.00
Previously Approved Change Orders.....	\$44,295.00
Amount this Change Order.....	\$21,233.00
Contract Amount to Date.....	<u>\$533,258.00</u>

ACKNOWLEDGEMENT

Please sign and return all original copies

Construction 70, Inc.

Ricky Eischen
Printed Name

4/2/09
Date

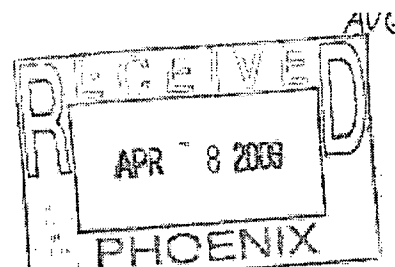
OPUS West Construction Corporation

Vincent Genetti
Printed Name

4/8/09
Date



OPUS West Construction Corporation
SUBCONTRACT CHANGE ORDER



Change Order Date: 03/25/2009

Change Order #: 6

To Subcontract Agreement dated: 12/06/2007

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

Earthwork, Asphalt Paving, & Site Concrete

CON-10510.00-16

02200, 02310, & 02520

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

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



Construction **70**, Inc.

Warranty / Guarantee
For
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 these 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: 

Ricky 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 E, 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 1/2" 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 closeout.

Sincerely,

OPUS WEST CONSTRUCTION CORPORATION

Laura Haasch

Laura Haasch
Senior Administrative Assistant

Copy: File



OPUS West Construction Corporation
SUBCONTRACT CHANGE ORDER

Change Order Date: 03/25/2009

Change Order #: 6

To Subcontract Agreement dated: 12/06/2007

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

Earthwork, Asphalt Paving, & Site Concrete

CON-10510.00-16

02200, 02510, & 02520

PROJECT: Pima Center I - Building B
9180 E. Via de Ventura
Scottsdale, 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 heretofore authorized or performed beyond the scope of the Subcontract Agreement as amended this date. No other claims will be accepted by Contractor.

1596-005

AVG
CAZ

OPUS West Construction Corporation

SUBCONTRACT CHANGE ORDER

Change Order Date: 02/23/2009

Earthwork, Asphalt Paving, & Site Concrete

Change Order #: 5

CON-10510.00-16

To Subcontract Agreement dated: 12/06/2007

02200, 02510, & 02520

TO: Construction 79, Inc.

PROJECT Pima Center I - Building E

3620 S. 40th Street
Phoenix, AZ 850409180 E. Via de Ventura
Scottsdale, AZ 85258

CHANGE DETAILS

Item	Description	Amount
1	Subcontractor shall furnish all skill, labor, material and equipment necessary or required to install 8" grey 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
		<u>\$8,932.00</u>

SCHEDULE

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

CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
10510.00-B20-01451.00-S	\$26,500.00	\$0.00	\$26,500.00
10510.00-B20-02300.00-S	\$129,468.00	\$0.00	\$129,468.00
10510.00-B20-02410.00-S	\$85,290.00	\$0.00	\$85,290.00
10510.00-B20-02510.00-S	\$257,435.00	\$0.00	\$257,435.00
10510.00-B20-02580.00-S	\$4,400.00	\$0.00	\$4,400.00
10510.00-B40-03100.00-S	\$0.00	\$8,932.00	\$8,932.00
	<u>\$503,093.00</u>	<u>\$8,932.00</u>	<u>\$512,025.00</u>
Original Contract			\$467,730.00
Previously Approved Change			\$35,363.00
Amount this Change			\$8,932.00
Contract Amount to			<u>\$512,025.00</u>

ACKNOWLEDGEMENT

Please sign and return all original copies

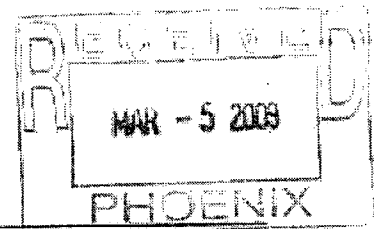
Construction 79, Inc.

OPUS West Construction Corporation

Ricky Eischen

3-4-09

Vincent Genetti

3/6/09


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

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



ENTERED



COMPLETED



SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Pima Center I - Building E
Subcontractor: Construction 70, Inc.
Supplier #: 1006852
Address: 3620 S. 40th Street (PO Box 62345, 85082)
Phoenix, AZ 85040
Phone: (480) 898-7070
Period From: _____ Period To: _____
Application Number: _____
Date of Application: _____
Remittance Address: OPUS West Construction Corporation
Attn: Accounts Payable
2335 East Camelback Road, Suite 800
Phoenix, AZ 85016

CONTRACT INFORMATION

ITEM	SALES TAX \$(if applicable)	TOTAL \$(
ORIGINAL CONTRACT AMOUNT		3,067,730.00
OPUS APPROVED CHANGE ORDER Item # 5		344,295.00
CONTRACT AMOUNT TO DATE TOTAL		3,412,025.00

APPLICATION INFORMATION

1 Total Completed & Stored to Date \$ _____
2 Less Retainage 10 % \$ _____
3 Total Earned less Retainage (A - B) \$ _____
4 Less Previous Billings (previous req's line C) \$ _____
5 Current Payment Due (C - D) \$ _____
6 Balance to Finish, Plus Retainage (E - A + B) \$ _____
7 Current Gross Amount Completed This Period \$ _____
SUBCONTRACTOR: Construction 70, Inc. Supplier #: 1006852
BY: _____
DATE: _____

APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
			From Previous Application	This Period				
10510.00-B20-01451.00-S	Earthwork-Survey - Subcontract	126,300.00			F + G	A + H		G - K
10510.00-B20-02308.00-S	Earthwork - Subcontract	1,129,468.00						
10510.00-B20-02410.00-S	Curb & Gutter-CIP - Subcontract	285,290.00						
10510.00-B20-02510.00-S	Bituminous Paving - Subcontract	528,735.00						
10510.00-B20-03580.00-S	Pavement Markings - Subcontract	84,400.00						
10510.00-B40-02100.00-S	Sidewalk - Subcontract	58,932.00						
	Total	3,512,025.00	H	I	J	K	L	M

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

SHADED AREA FOR OPUS ACCOUNTING USE ONLY



February 24, 2009

Jeff Anderson
Construction 70 Inc-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 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 certificates submitted per Contract Documents.
5. 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.

AVG
CAZ



OPUS West Construction Corporation
SUBCONTRACT CHANGE ORDER

Change Order Date: 02/06/2009

Earthwork, Asphalt Paving, & Site Concrete

Change Order #: 4

CON-10510.00-16

To Subcontract Agreement dated: 12/06/2007

02200, 02510, & 02520

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

PROJECT Pima Center I - Building E
9180 E. Via de Ventura
Scottsdale, AZ 85258

CHANGE DETAILS

Item	Description	Amount
1	Subcontractor shall furnish all skill, labor, material and equipment necessary or required to remove 12" of wet sub-grade material in three locations, install geo fabric at bottom of excavation, and fill with lime treated ABC.	\$9,300.00
2	Subcontractor shall furnish all skill, labor, material and equipment necessary or required to use 6" of lime treated ABC under paving in lieu of regular ABC.	\$2,860.00
		<u>\$12,160.00</u>

SCHEDULE

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

CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
10510.00-B20-01451.00-S	\$26,500.00	\$0.00	\$26,500.00
10510.00-B20-02300.00-S	\$120,168.00	\$9,300.00	\$129,468.00
10510.00-B20-02410.00-S	\$85,290.00	\$0.00	\$85,290.00
10510.00-B20-02510.00-S	\$254,575.00	\$2,860.00	\$257,435.00
10510.00-B20-02580.00-S	\$4,400.00	\$0.00	\$4,400.00
	<u>\$490,933.00</u>	<u>\$12,160.00</u>	<u>\$503,093.00</u>

Original Contract	\$467,730.00
Previously Approved Change	\$23,203.00
Amount this Change	\$12,160.00
Contract Amount to	<u>\$503,093.00</u>

ACKNOWLEDGEMENT

Please sign and return all original copies

Construction 70, Inc.

OPUS West Construction Corporation

Printed Name

Date

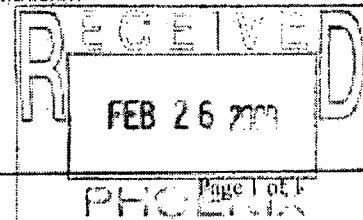
Vincent Genetti

Printed Name

Date

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



Printed On: 02/17/2009



ENTERED



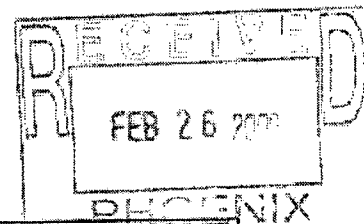
COMPLETED



SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Pima Center (- Building E)
Subcontractor: Construction 70, Inc.
Supplier #: 1006852
Address: 3620 S. 46th Street (PO Box 62345, Phoenix, AZ 85082)
Phoenix, AZ 85040
Phone: (480) 893-7070
Remittance Address: OPUS West Construction Corporation
Attn: Accounts Payable
2555 East Camelback Road, Suite 800
Phoenix, AZ 85016

Project Number: 10510
Date of Application:
Application Number:
Period From: Period To:



CONTRACT INFORMATION

ITEM	SALES TAX \$(if applicable)	TOTAL \$(
ORIGINAL CONTRACT AMOUNT		\$457,730.00
OPUS APPROVED CHANGE ORDER (Inv # 4		\$35,363.00
CONTRACT AMOUNT TO DATE TOTAL		\$503,093.00

APPLICATION INFORMATION

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

SUBCONTRACTOR:

Construction 70, Inc.

Supplier #: 1006852

BY:

DATE:

APPLICATION BREAKDOWN

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

Account Code	Description	Current/Contract Amount	Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
			From Previous Application	This Period				
10510.00-01451.00-S	Earthwork-Survey - Subcontract	\$26,500.00			F - G	A + H		G - K
10510.00-020-033.00-S	Earthwork - Subcontract	\$129,468.00						
10510.00-020-02410.00-S	Curb & Gutter-CIP - Subcontract	\$85,290.00						
10510.00-020-02510.00-S	Highways Paving - Subcontract	\$257,435.00						
10510.00-020-02580.00-S	Payment Markings - Subcontract	\$4,400.00						
	Total	\$503,093.00						
		H	I	G	A	J	E	E

Entered By:

Accounting

Date

Approved By:

Project Manager

Date

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

Vendor ID	Vendor Inv. #	Date	U.S. Exp.
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AVG
CAZ



OPUS West Construction Corporation

SUBCONTRACT CHANGE ORDER

Change Order Date: 01/22/2009 Earthwork, Asphalt Paving, & Site Concrete
 Change Order #: 3 CON-10510.00-16
 To Subcontract Agreement dated: 12/06/2007 02200, 02510, & 02520
 TO: Construction 70, Inc. PROJECT Pima Center I - Building E
 3620 S. 40th Street (PO Box 62345; Phoenix, 85082) 9180 E. Via de Ventura
 Phoenix, AZ 85040 Scottsdale, AZ 85258

CHANGE DETAILS		Amount
Item	Description	
1	Per Rider A, Modifications & Clarifications items 3, 4 and 5 of the Subcontract 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
		<u>\$23,203.00</u>

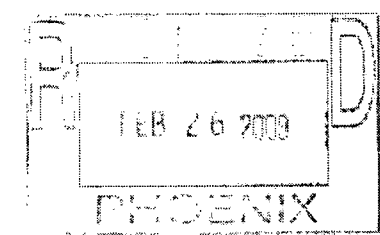
SCHEDULE
 Completion date of original contract will not be adjusted, unless noted herein.

CONTRACT SUMMARY			
Cost Code	Previous Amount	This Change Order	Current Contract Amount
10510.00-B20-01451.00-S	\$26,500.00	\$0.00	\$26,500.00
10510.00-B20-02300.00-S	\$120,168.00	\$0.00	\$120,168.00
10510.00-B20-02410.00-S	\$85,290.00	\$0.00	\$85,290.00
10510.00-B20-02510.00-S	\$231,372.00	\$23,203.00	\$254,575.00
10510.00-B20-02580.00-S	\$4,400.00	\$0.00	\$4,400.00
	<u>\$467,730.00</u>	<u>\$23,203.00</u>	<u>\$490,933.00</u>
Original Contract			\$467,730.00
Previously Approved Change			\$0.00
Amount this Change			\$23,203.00
Contract Amount to			\$490,933.00

ACKNOWLEDGEMENT
 Please sign and return all original copies
 Construction 70, Inc.
Ricky Eischen
 Printed Name
2/19/09
 Date

OPUS West Construction Corporation
Vincent Genetti
 Printed Name
2/2/09
 Date

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



1596-003 AVE
CAZ

OPUS West Construction Corporation

SUBCONTRACT CHANGE ORDER

Change Order Date: 01/22/2009 Earthwork, Asphalt Paving, & Site Concrete.
 Change Order #: 3 CON-10510.00-16
 To Subcontract Agreement dated: 12/06/2007 02200, 02510, & 02520
 TO: Construction 70, Inc. PROJECT Pima Center 1 - Building E
 3620 S. 40th Street (PO Box 62345, Phoenix, 85082) 9180 E. Via de Ventura
 Phoenix, AZ 85040 Scottsdale, AZ 85258

CHANGE DETAILS

Item	Description	Amount
1	Per Rider A, Modifications & Clarifications Items 3, 4 and 5 of the Subcontract 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
		<u>\$23,203.00</u>

SCHEDULE

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

CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
10510.00-B20-01451.00-S	\$26,500.00	\$0.00	\$26,500.00
10510.00-B20-02300.00-S	\$120,168.00	\$0.00	\$120,168.00
10510.00-B20-02410.00-S	\$85,290.00	\$0.00	\$85,290.00
10510.00-B20-02510.00-S	\$231,372.00	\$23,203.00	\$254,575.00
10510.00-B20-02580.00-S	\$4,400.00	\$0.00	\$4,400.00
	<u>\$467,730.00</u>	<u>\$23,203.00</u>	<u>\$490,933.00</u>
Original Contract			\$467,730.00
Previously Approved Change			\$0.00
Amount this Change			\$23,203.00
Contract Amount to			<u>\$490,933.00</u>

ACKNOWLEDGEMENT

Please sign and return all original copies

Construction 70, Inc.

OPUS West Construction Corporation

Richy Eischen 2/19/09
 Printed Name Date

Vincent Genetti
 Printed Name Date

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



OPUS

January 23, 2009

Jeff 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 I - 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 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 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 certificates submitted per Contract Documents.
5. 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

Project Name: Pima Center I - Building B Project Number: 10010
Subcontractor: Construction 70, Inc. Date of Application: _____
Supplier #: 1000852 Application Number: _____
Address: 1620 S. 46th Street (PO Box 62245, Phoenix, AZ 85082) Period From: _____ Period To: _____
Phoenix, AZ 85040
Phone: (480) 998-7070
Remittance Address: OPUS West Construction Corporation
Attn: Accounts Payable
2555 East Camelback Road, Suite 800
Phoenix, AZ 85016

CONTRACT INFORMATION

ITEM	SALES TAX (\$/lf applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$487,730.00
OPUS APPROVED CHANGE ORDER # <u>3</u>		\$23,203.00
CONTRACT AMOUNT TO DATE TOTAL		\$490,933.00

APPLICATION INFORMATION

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

SUBCONTRACTOR:

Construction 70, Inc.

Supplier #: 1000852

BY:

DATE:

APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
			From Previous Application	This Period				
1051000-B28-01451-20-S	Earthwork - Survey - Subcontract	\$26,580.00			F + G	A / B		G - K
1051000-B29-02400-00-S	Earthwork - Subcontract	\$120,168.00						
1051000-B29-07410-00-S	Curb & Gutter - CIP Subcontract	\$85,200.00						
1051000-B29-05514-00-S	Reinforced Paving - Subcontract	\$254,575.00						
1051000-B29-02560-00-S	Pavement Marking - Subcontract	\$1,400.00						
	Total	\$490,933.00						
		H	I	G	A	J	K	L

Entered By:

Accounting

Date

Approved By:

Project Manager

Date

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

Vendor ID	Vendor Inv #	Date	GL Exp
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SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Pima Center I - Building E Project Number: 10510
Subcontractor: Construction 70, Inc. Date of Application: _____
Supplier #: 1006852 Application Number: _____
Address: 3620 S. 46th Street (PO Box 62348, Phoenix, AZ 85042) Period From: _____ Period To: _____
Phone: (480) 598-7070
Remittance Address: OPUS West Construction Corporation
Attn: Accounts Payable
2555 East Camelback Road, Suite 600
Phoenix, AZ 85016

CONTRACT INFORMATION

ITEM	SALES TAX \$(if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$467,710.00
OPUS APPROVED CHANGE ORDER thru # 3		\$21,201.00
CONTRACT AMOUNT TO DATE TOTAL		\$488,911.00

APPLICATION INFORMATION

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

SUBCONTRACTOR:

Construction 70, Inc.

Supplier #: 1006852

BY:

DATE:

APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
			From Previous Application	This Period				
					I + G	A / H		G - K
10510.00-020-01451.00-3	Earthwork - Survey - Subcontract	\$26,500.00						
10510.00-020-02368.00-5	Earthwork - Subcontract	\$120,148.00						
10510.00-020-02410.00-5	Curb & Gutter - CIP - Subcontract	\$85,290.00						
10510.00-020-02510.00-8	Retention Ponding - Subcontract	\$254,575.00						
10510.00-020-02582.00-8	Pavement Markings - Subcontract	\$4,480.00						
	Total	\$480,933.00						
		H	I	G	A	J	K	E

Entered By:

Accounting

Date

Approved By:

Project Manager

Date

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

Vendor ID#	Vendor Inv #	Date	GL Entry
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Construction 70, Inc.

Az. Lic. # A-59299 - Rev.
Az. Lic. # A-68534 - Cumula.
No. Lic # A-50306

P.O. Box 62345 • Phoenix, Arizona 85062
3620 S. 40th Street • Phoenix, Arizona 85040

(480) 898-7070
(303) 438-7070
Fax (480) 898-7072

Request for Change Order

HCO 55
Page 7 of 2

Customer Co:	Opus West Construction Corporation	Phone:	602-224-3021	Fax:		Date:	12/31/08
Address:	2555 East Camelback Road, Suite 800	Job Name:	Pima Center				
City, State, Zip:	Phoenix, Arizona 85016	Location:	90th St & Via De Ventura				
Architect:	Vandera Genelli	City, State:	Gilbert, Arizona				

Cognosphere 70, Inc. proposes to furnish all labor and/or materials to complete the following items of work per unit prices quoted. Your signature on a copy of this proposal returned to us shall indicate your acceptance and this document shall become a contract between us and shall be binding upon both parties.

	Quantity	Unit	Unit Price	Total
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Item #	Description	Quantity	Unit	Unit Price	Total
Asphalt Price Increase Through 3-31-09					
1	Asphalt Price Increase for 2" Asphalt	6,410	sy	1.40	8,974.00
2	Asphalt Price Increase for 3" Asphalt	6,250	sy	2.10	13,125.00
3	5% Mark Up on Material	1	ls	1,104.00	1,104.00
Total					23,203.00
Sales Tax:		Excluded			
Permit Fees		Excluded			

Exclusions: Price does not include any engineering, survey, inspection or permit fees, bond, sales taxes, testing, unknown subsurface conditions, handling or haul off of hazardous materials, relocation or adjustment of conflicting utilities, striping, signs, traffic control, or asphalt seal coat.

Material and Labor Prices are firm until: 03/31/09

We hereby propose to furnish labor and materials to complete in accordance with the above specifications, for the sum of: \$ 23,203.00

Payment: Progress Billings: Owner will make payment to the contractor not later than the 10th day of the following month.

Progress will have no retention.

Final Billings: Owner will pay the contractor all amounts due him under the provisions of this contract within fifteen (15) days after the Contractor has completed the work under this contract, and the work has been accepted by the governing municipality.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practice. Any alteration or deviation from the above specifications involving extra costs, will be executed only upon written order, and will become an extra charge over and above the original.

All agreements contingent upon success, accidents or delays beyond our control

A 1% PER MONTH SERVICE CHARGE CAN BE ADDED IF NOT PAID UPON COMPLETION AND BILLING. ANNUAL PERCENTAGE RATE 18%.

* The notes on Exhibit "A" are an integral part of this proposal.

Authorized Signature

Laurel Ferguson

Acceptance of Proposal

IN WITNESS WHEREOF, the parties hereto have executed this agreement for themselves, their heirs, executors, administrators, assigns, and assigns, on the day and year first above written.

Signalment

Date:

1596-002

AVG
CAZ

OPUS West Construction Corporation

SUBCONTRACT CHANGE ORDER

Change Order Date: 09/25/2008

Earthwork, Asphalt Paving, & Site Concrete

Change Order #: 2

CON-10510.00-16

To Subcontract Agreement dated: 12/06/2007

02200, 02510, & 02520

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

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

CHANGE DETAILS

Item	Description	Amount
1	Subcontractor shall furnish all skill, labor, material and equipment necessary or required to complete the Project per the revised schedule dated September 4, 2008, issued in Field Bulletin #14 (FB-10510.00-14) dated September 12, 2008. Subcontractor shall be compensated for ABC, asphalt, and concrete material installed after September 30, 2008 per the subcontract agreement, Rider A, Modifications & Clarifications items 3, 4 and 5 at the time of installation.	\$0.00
		\$0.00

SCHEDULE

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

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

CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
10510.00-B20-01451.00-S	\$26,500.00	\$0.00	\$26,500.00
10510.00-B20-02300.00-S	\$120,168.00	\$0.00	\$120,168.00
10510.00-B20-02410.00-S	\$85,290.00	\$0.00	\$85,290.00
10510.00-B20-02510.00-S	\$231,372.00	\$0.00	\$231,372.00
10510.00-B20-02580.00-S	\$4,400.00	\$0.00	\$4,400.00
	\$467,730.00	\$0.00	\$467,730.00

Original Contract Amount.....	\$467,730.00
Previously Approved Change Orders.....	\$0.00
Amount This Change Order.....	\$0.00
Contract Amount to Date.....	\$467,730.00

ACKNOWLEDGEMENT

Please sign and return all original copies.

Construction 70, Inc.

OPUS West Construction Corporation

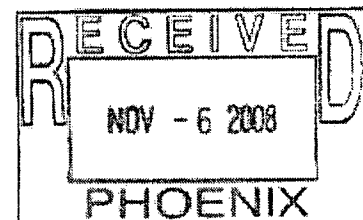
Ricky Eischen
Printed Name

11/3/08
Date

Vincent Genetti
Printed Name

11/11/08
Date

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





Field Bulletin

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

Subproject #: 10510.00
Main Phone: 602-468-7000
Main Fax: 602-468-7010

Number FB-10510.00-14

Name Revised Construction Schedule

From: Vincent Genetti

Issue Date: 09/12/2008

This Field Bulletin applies to the following:

Architectural: ☒ Interior: ☒ Structural: ☒ Mechanical: ☒ Electrical: ☒
Plumbing: ☒ Civil: ☒ Landscaping: ☒ Fire Protection: ☒ Other: ☒

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

Copy	Full Name	Address	Work Fax
Organization			
Opus West Construction Corporation	Jennifer Brinkor	2555 East Camelback Road - Suite 800, Phoenix, AZ 85016	
Flooring Consultants, Inc., dba Re:Source Arizona-1007676	Bob Plann	4140 N. 44th Street, Suite 100, Phoenix, AZ 85018	(602) 256-2988
Sun Tech Glass, Inc.-	Dennis Hart	2244 South Industrial Park Avenue, Tempe, AZ 85282	480-731-0487
Waco Drilling, Inc.-	Stan Dively	2240 West Shangri La Drive, Phoenix, AZ 85029	(602) 861-2977
Ericksen & Meeks Engineering, LLC	Jeff Erickson	13444 North 32nd Street Suite 6, Phoenix, Arizona 85032	602-569-6493
TW Steel Corp.-	Jerry Harbaugh	1100 North Hamilton Street, Chandler, AZ 85225	(480) 917-3909
Alistate Energy Inc-1006664	Jim Doubek	1717 W. 3rd Street, Tempe, Arizona 85281	480-821-2225
Gemini Company-	Keith Spade	1711 E. Jackson Street, Suite A, Phoenix, AZ 85034	(602) 495-1327
Blinds & Beyond by Wikler, Inc-	Louis Wikler	24795 N 119th Pl, Scottsdale, AZ 85255	480-515-4655
Progressive Concrete Works-	Miko Riggs	2138 W. Melinda Lane, Phoenix, AZ 85021	623-582-1751
Ericksen & Meeks Engineering, LLC-	Ray Smith	13444 North 32nd Street Suite 6, Phoenix, Arizona 85032	602-569-6493
Specialty Roofing, Inc.-	Rick Baldridge	8200 North 75th Avenue, Peoria, AZ 85345	(623) 979-3849
CDS Framing, Inc.-	Rick Moorefield	1717 West Lincoln Street, Phoenix, AZ 85007	(602) 258-0412
W.J. Maloney Plumbing Co., Inc.-1007392	Alan Boughton	9119 North 7th Street, Suite 103, Phoenix, AZ 85020	(602) 944-0966
OPUS West Construction Corporation	Craig Zupancic	2555 East Camelback Road - Suite 800, Phoenix, AZ 85016	602-468-7010
Harris Arizona Rehab Inc. -1006733	Paul Curry	2101 West Jackson, Phoenix, AZ 85009	602-340-0977



Field Bulletin

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

Subproject #: 10510.00

Main Phone:

Main Fax:

Vulcan Materials Company	Teresa Coleman	2526 East University Drive, Phoenix, AZ 85034	602-253-1026
KX2 Holdings LLC dba. Climatec Building Technologies	Pete Neisius	10802 North 23rd Ave, Phoenix, AZ 85029	602-908-1182
Paradigm Engineering Ltd-1007623	Josh Phillips	1165 South Stemmons Freeway, Ste. 100, Lewisville, TX 75067	972-829-8181
TW Steel Corporation-1007952	Allen Dale	1100 N. Hamilton St., Chandler, AZ 85225	480-917-3900
Sutlar Masonry	John Glenn	12336 W. Butler Drive, El Mirage, AZ 85335	623-535-7205
Westar Environmental LLC-1008026	Marc Asbury	40264 N. Schnepl Road (PO Box 1749, Higley 85236), Queen Creek, AZ 85240	(480) 279-1414
Wescon Corporation	Randy Schulte	1515 West San Angelo Street, Suite A, Gilbert, AZ 85233	480-503-1674
RCL Systems, Inc-1007639	Dan Williams	1220 W. Geneva Drive, Tempe, AZ 85282	480-894-8740
McCarthy Nordburg, Ltd. -1007404	Nicole Berns <i>Charles Berns</i>	3333 E. Camelback Road Suite 180, Phoenix, AZ 85018	602-955-4509
Butler Design Group Inc	Jeff Culborth	5555 E. Van Buren Street, Suite 215, Phoenix, AZ 85008	602-957-7722
Butler Design Group Inc	Peter Hosmer	5555 E. Van Buren Street, Suite 215, Phoenix, AZ 85008	602-957-7722
Alistate Energy Inc-1006664	Janel Baker	1717 W. 3rd Street, Tempe, AZ 85281	480-921-2225
DEI Professional Services LLC	Jason Keck	6225 N. 24th Street, Suite 200, Phoenix, AZ 85016	602-944-0605
United Subcontractors, Inc. dba Mesa Insulation Specialists-1007427	Brian Kelly	7215 N. 62nd Avenue, Glendale, AZ 85301	623-934-5548
Building Envelope Consultants, LLC-1051411	Larry Vondrasek	746 County Road 1511, Cullman, AL 35058	256-796-8893
Mark Beamish Waterproofing, Inc. -1006781	Kevin Candelaria	1235 N. Grove Street, Anaheim, CA 92806	480-951-0082
Eliason & Knuth of Arizona, Inc.-1007075	Melissa Andrews	3875 N. 28th Avenue, Phoenix, AZ 85017	602-269-6887
Allgon Exterminating, Inc. -1006632	Michell Hamilton	221 W. Pershing Avenue, Phoenix, AZ 85029	602-666-3456
Water Works, LLC-1008022	Eric Pottle	6702 W. Surrey Avenue, Peoria, AZ 85381	623-334-6908
Butler Design Group, Inc. -1006826	Matt Hess	5555 E. Van Buren St Ste 215, Phoenix, AZ 85008-3486	(602) 957-7722
Hi Profile Metals, LLC-1034228	Tom Alfors	3040 W. Lincoln Street, Phoenix, AZ 85009	602-442-0722
Midstate Mechanical, Inc. -1007436	Sean McCarthy	1850 E. Riverview Drive, Phoenix, AZ 85034	(602) 470-1964
Opus West Construction Corporation	Don Degan	2555 E. Camelback Rd, #800, Phoenix, AZ 85016	



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

Subproject #: 10510.00

Main Phone:

Main Fax:

Construction 70, Inc. -1006852	Lonnie Ferguson	PO Box 62345, Phoenix, AZ 85082	(480) 898-7072
Opus West Construction Corporation	Gary Hardwick		
Caretakers Building Maintenance, LLC-1052725	Fernando Torres	5730 S. 32nd Street, Phoenix, AZ 85040	602-275-6944
Stoneret Inc-1017687	Tom Wagner	2635 S. 24th Street, Phoenix, AZ 85034	(602) 275-3733
CDS Framing, Inc. -1006846	William Footitt	1717 W Lincoln St, Phoenix, AZ 85007	(602) 258-0412
Mark Beamish Waterproof Inc-1006781	Tyson Behrens	1236 N Grove St, Anaheim, CA 92808	
ThyssenKrupp Elevator Corporation	Sally Tanka	1634 N 19th Ave, Phoenix, AZ 85009	(602) 258-2641

Project Manager Approval

12 September 2008

Date

Construction Schedule Pima Center I, Building E

Act ID	Description	Dur	Start	Finish	Total	Precursors
						OCT 08 J F M A M J J A S O N D J F M A

Phase I - Building E

5000	Design Kickoff	0	20/01/07	20/01/07	20/01/07	
5010	Schematic Development	30d	30/01/07	10/02/07	20/01/07	
5020	Design Development	20d	10/02/07	03/03/07	20/01/07	
5030	Construction Documents	40d	03/03/07	14/04/07	20/01/07	
5040	Final Permit and Plan Review	30d	05/04/07	15/05/07	20/01/07	
6010	First Review Comments from SHPMC	0	15/05/07	15/05/07	20/01/07	
6020	Revise Drawings & Resubmit for Second	10d	15/05/07	25/05/07	20/01/07	
6030	SHPMC Final Review	10d	25/05/07	04/06/07	20/01/07	
6040	Receive Building Permit from SHPMC	0	04/06/07	04/06/07	20/01/07	
7000	Site Construction					
7010	Utilities	30d	15/06/07	15/07/07	20/01/07	
7020	Clear Site	20d	15/07/07	04/08/07	20/01/07	
7030	Excavate Remaining Grades	10d	04/08/07	14/08/07	20/01/07	
7040	Light Pole Bases	10d	14/08/07	24/08/07	20/01/07	
7050	Site Utilities	30d	15/08/07	15/09/07	20/01/07	
7060	Final Grade	10d	15/09/07	25/09/07	20/01/07	
7070	Vertical Curve & Gutter	10d	25/09/07	05/10/07	20/01/07	
7080	Driveways	10d	05/10/07	15/10/07	20/01/07	
7090	Paving Lot Lightings	10d	15/10/07	25/10/07	20/01/07	
7100	Monument Sign	10d	25/10/07	04/11/07	20/01/07	
7110	ABC at Parking lot	10d	04/11/07	14/11/07	20/01/07	
7120	Sidewalks	10d	14/11/07	24/11/07	20/01/07	
7130	Irrigation System	10d	24/11/07	04/12/07	20/01/07	
7140	AC Paving	10d	04/12/07	14/12/07	20/01/07	
7150	Landscaping	10d	14/12/07	24/12/07	20/01/07	
7160	Paving Striping & Signage	10d	24/12/07	03/01/08	20/01/07	
7170	Final Clean Site and Inspections	10d	03/01/08	13/01/08	20/01/07	
7180	Site Substantial Completion	0	13/01/08	13/01/08	20/01/07	
8000	Final Building Construction					
8010	Footings	10d	13/01/08	23/01/08	20/01/07	
8020	Underground MEP	10d	23/01/08	02/02/08	20/01/07	
8030	Sub on Grade	10d	02/02/08	12/02/08	20/01/07	

Design Kickoff
Schematic Development
Design Development
Construction Documents
Final Permit and Plan Review
First Review Comments from SHPMC
Revise Drawings & Resubmit for Second
SHPMC Final Review
Receive Building Permit from SHPMC

Utilities
Clear Site
Excavate Remaining Grades
Light Pole Bases
Site Utilities

Final Review
Vertical Curve & Gutter
Driveways
Paving Lot Lightings
Monument Sign
ABC at Parking lot
Sidelwalks
Irrigation System
AC Paving
Landscaping
Paving Striping & Signage
Final Clean Site and Inspections
Site Substantial Completion

Construction Schedule Pima Center I, Building E

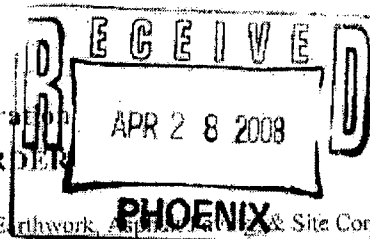
Act ID	Description	Start	Finish	Total Floor	Predictors	2008	2009
8030	1st Floor Super Structure/2nd Floor Decking	20d 11MAR08	07APR08	201d 8000			
8040	2nd Floor Super Structure/Floor Decking	22d 08APR08	05MAY08	201d 8000			
8050	Concrete for 2nd Floor	4d 06MAY08	09MAY08	201d 8000			
8060	Reinforcing	10d 07SEP08	11SEP08	0			
8070	HVAC Cuts	10d 10SEP08	28SEP08	85d 2000			
8080	Masonry - Area A	18d 16SEP08	05OCT08	0			
8090	Roofing System (Interior)	14d 30SEP08	17OCT08	05d 1000			
8100	Masonry - Area B	15d 10OCT08	20OCT08	0			
8110	Window System - Area A & B	25d 31OCT08	18DEC08	0			
8120	Masonry - Area C	22d 31OCT08	01DEC08	11d 1000			
8130	Roofing System (perimeter Areas A & B)	1d 31OCT08	07NOV08	2d 500			
8140	Roofing System (perimeter Area C)	1d 02DEC08	02DEC08	2d 500			
8150	Window System - Area C	15d 19DEC08	12JAN09	0			
8160	Masonry Sealer	7d 13JAN09	21JAN09	81d 0150			
Interior Shell Construction							
9000	Reinforcing	10d 02DEC08	11SEP08	28d 8000			
9010	Framing	20d 16SEP08	13OCT08	25d 0000			
9020	MEP Rough-in	25d 18SEP08	20OCT08	52d 0000			
9030	Exterior Wall Finish	18d 30OCT08	26NOV08	94d 8100			
9040	Drywall	10d 10NOV08	21NOV08	25d 0135 9919			
9050	Lining	18d 11NOV08	11DEC08	2d 9000			
9060	Sound Duct Insulation	2d 17NOV08	18NOV08	66d 1000 3040			
9070	Reinforcing Elevator	10d 24NOV08	05DEC08	42d 9000			
9080	Glass and Stainless Steel Handrail	5d 12DEC08	18DEC08	45d 1000			
9090	Plumbing & First Floor Part Ceiling	10d 12DEC08	26DEC08	7d 1000			
9100	Elevators	10d 12DEC08	26DEC08	25d 9550 9710			
9110	Restroom Ceramic Tile	10d 12DEC08	26DEC08	18d 9500			
9120	Lobby Stone Flooring	15d 12DEC08	05JAN09	18d 9500			
9130	Install Door Frames	1d 12DEC08	12DEC08	3d 1400			
9140	Restroom Granite Counter Tops	2d 20DEC08	30DEC08	13d 1110			
9150	HVAC Trim	8d 20DEC08	08JAN09	5d 9000 2000			
9160	Electrical Trim	15d 20DEC08	15JAN09	22d 9000 9000			
9170	Acoustical Ceilings	5d 20DEC08	25JAN09	22d 9000			
9180	Install Restroom Walkways	7d 31DEC08	09JAN09	25d 9140			
9190	Painting Finishes & Trim	10d 31DEC08	14JAN09	18d 9000 3110 9140			
9200	Fire Protection Trim	10d 06JAN09	19JAN09	23d 9170			
9200	Restroom Mirrors	1d 12JAN09	12JAN09	2d 9180			
9210	Perimeter Wall Insulation in Tenant Areas	5d 13JAN09	19JAN09	21d 8100 8150 9000			

Construction Schedule Pima Center I, Building E

Act ID	Description	Our	Start	Finish	Total	Predecessors	2006	2007	2008
							OCT	JAN	FEB
							N	A	M
							D	A	A
							J	M	J
							F	F	F
							D	D	D
							H	H	H
							O	O	O
							A	A	A
							S	S	S
							T	T	T
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							C	C	C
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							R	R	R
							E	E	E
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							E	E	E
							P	P	P
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							S	S	S
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							R	R	R
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							V	V	V
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							E	E	E
			</						



Opus West Construction Corporation
SUBCONTRACT CHANGE ORDER



Change Order Date: 02/18/2008

Change Order #: 1

To Subcontract Agreement dated: 12/06/2007

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

Earthwork, Asphalt, & Site Concrete
CON-10510.00-16

02200, 02510, & 02520

CHANGE DETAILS

Item	Description	Amount
1	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 Pima Center 101, L.L.C.	\$0.00
2	Subcontractor shall furnish 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.	\$0.00
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 any and all changes detailed in the updated design documents as referenced in the attached Current Drawing Record Log dated 02/04/2008.	\$0.00
		<u>\$0.00</u>

SCHEDULE

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

CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
10510.00-B20-01451.00-S	\$26,500.00	\$0.00	\$26,500.00
10510.00-B20-02300.00-S	\$120,168.00	\$0.00	\$120,168.00
10510.00-B20-02410.00-S	\$85,290.00	\$0.00	\$85,290.00
10510.00-B20-02510.00-S	\$231,372.00	\$0.00	\$231,372.00
10510.00-B20-02580.00-S	\$4,400.00	\$0.00	\$4,400.00
	<u>\$467,730.00</u>	<u>\$0.00</u>	<u>\$467,730.00</u>

Original Contract	\$467,730.00
Previously Approved Change	\$0.00
Amount this Change	\$0.00
Contract Amount to	<u>\$467,730.00</u>

ACKNOWLEDGEMENT

Please sign and return all original copies

Construction 70, Inc.

Ricky Eischen
Printed Name

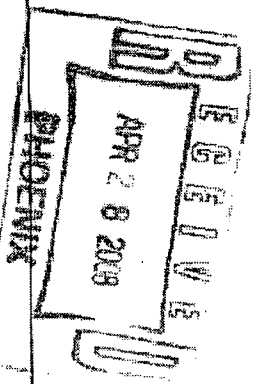
3-3-08
Date

Opus West Construction Corporation

Ryan Hulet
Printed Name

4/28/08
Date

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



02/04/2008 Drawing Record Log

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

Project # 10510
Tel:

Fax:

Sheet Number	Sheet Name	Issue Date	Designer	Designer Reference	Organization Reference
C9	Cover Sheet	11/07/2007	Jeffrey Cluthbert	101	Butler Design Group
C1	Grading & Drainage, Water Sewer & Fire Line Cover Sheet	11/07/2007	Jeffrey S. Erickson	102	Erickson & Meeks
C2	Grading & Drainage Plan	11/07/2007	Jeffrey S. Erickson	102	Erickson & Meeks
C3	Grading & Drainage Plan	11/07/2007	Jeffrey S. Erickson	102	Erickson & Meeks
C4	Grading & Drainage Details & Sections	11/07/2007	Jeffrey S. Erickson	102	Erickson & Meeks
C5	Water, Sewer & Fire Line Plan	11/07/2007	Jeffrey S. Erickson	102	Erickson & Meeks
C6	Water, Sewer & Fire Line Plan	11/07/2007	Jeffrey S. Erickson	102	Erickson & Meeks
Map	Site/Best Management Practices Map	11/05/2007	Hardy Laskin	103	Paradigm Engineering
LA01	Cover Sheet	11/07/2007	Hardy Laskin	110	Laskin & Assoc.
LA02	Planting Plans	11/07/2007	Hardy Laskin	110	Laskin & Assoc.
LA03	Planting Plans	11/07/2007	Hardy Laskin	110	Laskin & Assoc.
LA04	Irrigation Plans	11/07/2007	Hardy Laskin	110	Laskin & Assoc.
LA05	Irrigation Plans	11/07/2007	Hardy Laskin	110	Laskin & Assoc.



Current Drawing Record Log

Prima Center I - Building E
9160 E. Via de Ventura
Scottsdale, AZ 85258

Project # 10510
Tel:

Fax:

Sheet Number	Sheet Name	Issue Date	Designer	Designer Reference	Organization Reference
LA06	Landscape Detail Sheet	11/07/2007	Hardy Laskin	110	Laskin & Assoc.
LA07	Integration Detail Sheet	11/07/2007	Hardy Laskin	110	Laskin & Assoc.
LA08	Specifications	11/07/2007	Hardy Laskin	110	Laskin & Assoc.
AO.1	Site Plan	11/07/2007	Jeffrey Cuthbert	200	Butler Design Group
AO.2	Enlarged Site Plan	11/07/2007	Jeffrey Cuthbert	200	Butler Design Group
AO.4	Site Details	11/07/2007	Jeffrey Cuthbert	200	Butler Design Group
AO.3	Site Details	11/07/2007	Jeffrey Cuthbert	200	Butler Design Group
A1.1	1st Floor Plan	11/07/2007	Jeffrey Cuthbert	200	Butler Design Group
A1.1.1	1st Floor Plan - Edge of Slab	11/07/2007	Jeffrey Cuthbert	200	Butler Design Group
A1.2	2nd Floor Plan	11/07/2007	Jeffrey Cuthbert	200	Butler Design Group
A1.2.1	2nd Floor Plan - Edge of Slab	11/07/2007	Jeffrey Cuthbert	200	Butler Design Group
A1.3	Roof Plan	11/07/2007	Jeffrey Cuthbert	200	Butler Design Group
A2.1	Elevations	11/07/2007	Jeffrey Cuthbert	200	Butler Design Group
A2.2	Enlarged Elevations	11/07/2007	Jeffrey Cuthbert	200	Butler Design Group
A2.3	Enlarged Elevations	11/07/2007	Jeffrey Cuthbert	200	Butler Design Group



Current Drawing Record Log

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

Project # 10510
Tel:

Fax:

Sheet Number	Sheet Name	Issue Date	Designer	Designer Reference	Organization Reference
A2.4	Window/Door Schedule	11/07/2007	Jeffrey Cuthbert	200	Butler Design Group
A2.5	Window/Door Schedule	11/07/2007	Jeffrey Cuthbert	200	Butler Design Group
A3.1	Building Sections	11/07/2007	Jeffrey Cuthbert	200	Butler Design Group
A3.2	Wall Sections	11/07/2007	Jeffrey Cuthbert	200	Butler Design Group
A3.3	Wall Sections	11/07/2007	Jeffrey Cuthbert	200	Butler Design Group
A3.4	Wall Sections	11/07/2007	Jeffrey Cuthbert	200	Butler Design Group
A4.1	Architectural Details	11/07/2007	Jeffrey Cuthbert	200	Butler Design Group
A4.2	Architectural Details	11/07/2007	Jeffrey Cuthbert	200	Butler Design Group
A4.3	Architectural Details	11/07/2007	Jeffrey Cuthbert	200	Butler Design Group
A4.4	Architectural Details	11/07/2007	Jeffrey Cuthbert	200	Butler Design Group
A5.1	Stair & Elevator Details	11/07/2007	Jeffrey Cuthbert	200	Butler Design Group
A5.2	Stair & Elevator Details	11/07/2007	Jeffrey Cuthbert	200	Butler Design Group
IA2.01	First Floor - Floor Plan	11/07/2007	Bruce Kroll	210	McCarthy Nordburg, Ltd.-1007404
IA2.02	Second Floor - Floor Plan	11/07/2007	Bruce Kroll	210	McCarthy Nordburg, Ltd.-1007404
IA2.1	First Floor - Enlarged Lobby Plan	07/14/2006	Bruce Kroll	210	McCarthy Nordburg, Ltd.-1007404



Current Drawing Record Log

Prima Center I - Building E
9180 E. Via de Ventura
Scottsdale, AZ 85256

Project # 10510
Tel:

Fax:

Sheet Number	Sheet Name	Issue Date	Designer	Designer Reference	Organization Reference
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IA5.2	Finish Plan Floor 2	01/14/2008	Bruce Kroil		McCarthy Nordburg, Ltd.-1007404
IA5.1	Finish Plan Floor 1	01/14/2008	Bruce Kroil		McCarthy Nordburg, Ltd.-1007404
IA3.1	First Floor - Enlarged Lobby RCP Plan	01/14/2008	Bruce Kroil	210	McCarthy Nordburg, Ltd.-1007404
IA6.0	Enlarged Restroom Plans	01/14/2008	Bruce Kroil	210	McCarthy Nordburg, Ltd.-1007404
IA7.0	Elevations	01/14/2008	Bruce Kroil		McCarthy Nordburg, Ltd.-1007404
IA6.1	Elevator Cap Interior	01/14/2008	Bruce Kroil		McCarthy Nordburg, Ltd.-1007404
IA6.0	Interior Architectural Details	01/14/2008	Bruce Kroil	210	McCarthy Nordburg, Ltd.-1007404
IA8.1	Interior Architectural Details	11/07/2007	Bruce Kroil	210	McCarthy Nordburg, Ltd.-1007404
IA8.3	Details	01/14/2008	Bruce Kroil		McCarthy Nordburg, Ltd.-1007404
IA8.2	Interior Architectural Details	01/14/2008	Bruce Kroil	210	McCarthy Nordburg, Ltd.-1007404
SI	Title Sheet	11/07/2007	John J. Lewis	300	Opus A&E
S2	Level 1 Foundation Plan	11/07/2007	John J. Lewis	300	Opus A&E
S3.1	Level 2 Framing Plan	11/07/2007	John J. Lewis	300	Opus A&E
S3.2	Level 2 Enlarged Plans & Schedules	11/07/2007	John J. Lewis	300	Opus A&E
S4.1	Roof Framing Plan	11/07/2007	John J. Lewis	300	Opus A&E



Current Drawing Record Log

Prima Center I - Building E
9160 E. Via de Ventura
Scottsdale, AZ 85258

Project # 10510
Tel:

Fax:

Sheet Number	Sheet Name	Issue Date	Designer	Designer Reference	Organization Reference
S4.2	Awning Framing Plans & Details	11/07/2007	John J. Lewis	300	Opus A&E
S5	Braced Frame Sections & Details	11/07/2007	John J. Lewis	300	Opus A&E
S6	Sections and Details	11/07/2007	John J. Lewis	300	Opus A&E
S7	Sections and Details	11/07/2007	John J. Lewis	300	Opus A&E
S8	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
S10	Sections and Details	11/07/2007	John J. Lewis	301	Opus A&E
M0.1	Mechanical Cover Sheet	11/07/2007	Jason Bush	500	Kraemer Engineering
M1.1	First Floor Mechanical Plan	09/04/2007	Jason Bush	500	Kraemer Engineering
M1.2	Second Floor Mechanical Plan	11/07/2007	Jason Bush	500	Kraemer Engineering
M1.3	Mechanical Roof Plan	11/07/2007	Jason Bush	500	Kraemer Engineering
M1.4	Enlarged Mechanical Core Plans	11/07/2007	Jason Bush	500	Kraemer Engineering
M2.1	Mechanical Schedules	11/07/2007	Jason Bush	500	Kraemer Engineering
M2.2	Mechanical Details	11/07/2007	Jason Bush	500	Kraemer Engineering



Current Drawing Record Log

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

Project # 10510
Tel:

Fax:

Sheet Number	Sheet Name	Issue Date	Designer	Designer Reference	Organization Reference
M2.3	Mechanical Details	11/07/2007	Jason Bush	500	Kraemer Engineering
P0.1	Plumbing Legend, Symbols and Fixture Schedules	11/07/2007	George Timmerman	400	Professional Consulting Eng.
P0.2	Plumbing Specifications	11/07/2007	George Timmerman	400	Professional Consulting Eng.
P0.3	Plumbing Specifications	11/07/2007	George Timmerman	400	Professional Consulting Eng.
P2.1	Plumbing Plan - 1st Floor	11/07/2007	George Timmerman	400	Professional Consulting Eng.
P2.2	Plumbing Plan - 2nd Floor	11/07/2007	George Timmerman	400	Professional Consulting Eng.
P2.3	Enlarge Plumbing Floor Plan, 1st & 2nd Floor	11/07/2007	George Timmerman	400	Professional Consulting Eng.
P3.1	Plumbing Riser Diagrams	11/07/2007	George Timmerman	400	Professional Consulting Eng.
E0.0	Symbols and Schedules	11/05/2007	Ronald T. Foss	700	Associated Engineering, Incorporated
E1.0	Site Lighting Plan	11/06/2007	Ronald T. Foss	700	Associated Engineering, Incorporated
E1.1	Photometric Site Plan	11/05/2007	Ronald T. Foss		Associated Engineering, Incorporated
E2.0	Partial 1st Floor Lighting Plan	11/05/2007	Ronald T. Foss	700	Associated Engineering, Incorporated



Current Drawing Record Log

Prima Center I - Building E
6180 E. Via de Ventura
Scottsdale, AZ 85258

Project # 10510
Tel:
Fax:

Sheet Number	Sheet Name	Issue Date	Designer	Designer Reference	Organization Reference
E2.1	Partial 1st Floor Lighting Plan	11/05/2007	Ronald T. Foss	700	Associated Engineering, Incorporated-
E2.2	Partial 1st Floor Lighting Plan	11/05/2007	Ronald T. Foss	700	Associated Engineering, Incorporated-
E3.0	Partial 2nd Floor Lighting Plan	11/05/2007	Ronald T. Foss	700	Associated Engineering, Incorporated-
E3.1	Partial 2nd Floor Lighting Plan	11/05/2007	Ronald T. Foss	700	Associated Engineering, Incorporated-
E3.2	Partial 2nd Floor Lighting Plan	11/05/2007	Ronald T. Foss	700	Associated Engineering, Incorporated-
E4.0	Partial 1st Floor Power Plan	11/05/2007	Ronald T. Foss	700	Associated Engineering, Incorporated-
E4.1	Partial 1st Floor Power Plan	11/05/2007	Ronald T. Foss	700	Associated Engineering, Incorporated-
E4.2	Partial 1st Floor Power Plan	11/05/2007	Ronald T. Foss	700	Associated Engineering, Incorporated-
E4.3	Enlarged 1st/2nd Floor Power Plans	11/05/2007	Ronald T. Foss	700	Associated Engineering, Incorporated-
E5.0	Partial 2nd Floor Power Plan	11/05/2007	Ronald T. Foss	700	Associated Engineering, Incorporated-
E5.1	Partial 2nd Floor Power Plan	11/05/2007	Ronald T. Foss	700	Associated Engineering, Incorporated-



Current Drawing Record Log

Pima Center 1 - Building E
9180 E. Via de Ventura
Scottsdale, AZ 85258

Project # 10510
Tel:

Fax:

Sheet Number	Sheet Name	Issue Date	Designer	Designer Reference	Organization Reference
ES.2	Partial 2nd Floor Power Plan	11/05/2007	Ronald T. Foss	700	Associated Engineering, Incorporated-
ES.0	Partial Roof HVAC/SS Plan	11/05/2007	Ronald T. Foss	700	Associated Engineering, Incorporated-
EB.1	Partial Roof HVAC/SS Plan	11/05/2007	Ronald T. Foss	700	Associated Engineering, Incorporated-
ES.2	Partial Roof HVAC/SS Plan	11/05/2007	Ronald T. Foss	700	Associated Engineering, Incorporated-
E7.0	Single Line Diagram	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-
E6.0	Panelboard Schedules	11/05/2007	Ronald T. Foss	700	Associated Engineering, Incorporated-
E6.1	Panelboard Schedules	11/05/2007	Ronald T. Foss	700	Associated Engineering, Incorporated-
E6.2	Panelboard Schedules	11/05/2007	Ronald T. Foss	700	Associated Engineering, Incorporated-

62. LIC. # R00059299-0 DA. « RES.
 63. LIC. # R00062534-0 « CORR.

P.O. Box 62345 • PHOENIX, ARIZONA 85062
5420 S. 40TH STREET • PHOENIX, ARIZONA 85006

(460) 398-7070
(502) 438-3070
(680) 898-7272 FAX

INVOICE: 25640

Date: 02/13/09

Job No: 1596

0 025

E-MAILED FEB 13 2009

- ☒ AR Book Job Tracking Sheet
- ☒ Billing to Labor Worksheet
- ☒ Invoice Tracking Worksheet
- ☐ CCAS

Sheet	0.00	Residential Grading
Sheet	6,000.00	Commercial Grading
Sheet	47,885.50	Concrete
	150,000.00	Paving

TAXES: Tax Cdn. CR Form 20342364-2

215305

0.00

NET BILLING	RETENTION	TAX
\$0.00	\$0.00	\$0.00
\$6,000.00	\$0.00	\$0.00
\$47,885.50	\$0.00	\$0.00
\$150,000.00	\$20,348.55	\$0.00

32100;

203,885.50



SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Pima Center I - Building E
Subcontractor: Construction 70, Inc.
Supplier #: 1006852
Address: 3629 S. 40th Street
Phoenix, AZ 85040
Phone: (480) 898-7070
Remittance Address: OPUS West Construction Corporation
Attn: Accounts Payable
2555 East Camelback Road, Suite 800
Phoenix, AZ 85016

Project Number: 10510
Date of Application: 2/13/2009
Application Number: 8
Period From: 2/1/2009 Period To: 2/28/2009

CONTRACT INFORMATION

ITEM	SALES TAX (\$)(if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$467,730.00
OPUS APPROVED CHANGE ORDER thru # 2		\$0.00
CONTRACT AMOUNT TO DATE TOTAL		\$467,730.00

APPLICATION INFORMATION

A Total Completed & Stored to Date \$377,628.25
B Less Retainage 10 % \$25,221.03
C Total Earned less Retainage (A - B) \$339,865.43
D Less Previous Billings (previous pay's line C) \$156,368.48
E Current Payment Due (C - D) \$183,496.95
F Balance to Finish, Plus Retainage (H - A + B) \$115,222.78
G Current Gross Amount Completed This Period \$203,885.50

SUBCONTRACTOR: Construction 70, Inc. Supplier #: 1006852

BY:

DATE:

APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
			From Previous Application	This Period				
					I + G	A / H		G - K
10510.00-B20-01451.00-S	Earthwork-Survey - Subcontract	\$26,900.00	18,000.00	6,000.00	24,000.00	90.566%	600.00	\$4,400.00
10510.00-B20-02330.00-S	Earthwork - Subcontract	\$120,168.00	117,668.00		117,668.00	97.920%		
10510.00-B20-02510.00-S	Bituminous Paving - Subcontract	\$231,372.00	1,750.00	150,000.00	151,750.00	65.587%	15,000.00	135,000.00
10510.00-B20-02580.00-S	Pavement Markings - Subcontract	\$4,400.00				0.000%		
10510.00-B20-02410.00-S	Curb & Gutter-CIP - Subcontract	\$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	382.807%	20,388.55	183,496.95
		H	I	G	A	J	K	E

Entered By: _____

Approved By: _____

Accounting

Date

Project Manager

Date

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

Vendor ID

Vendor Inv. #

Date

G/L Exp

Conditional Waiver and Release on Progress Payment

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

Project:

Pima Center I Building E

Job No:

1596

On receipt by the undersigned, a Check from OPUS West Construction Corporation in the sum \$183,496.95 payable to Construction 70, Inc., 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 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 OPUS West Construction located at Pima Center I Building E to the following extent. This release covers a progress payment for all labor, services, equipment, or materials furnished to the jobsite Pima Center I Building E through 02/13/09 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 for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver.

Date: 02/13/09

Construction 70, Inc.

Contract Administrator



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

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

Dated: _____

(Company Name)

By: _____

(Signature)

(Title)

#1596 LF DUE 2/10



SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Pima Center I - Building E
 Subcontractor: Construction 70, Inc.
 Supplier #: 1006852
 Address: 3620 S. 40th Street
 Phoenix, AZ 85040
 Phone: (480) 898-7070
 Remittance Address: OPUS West Construction Corporation
 Attn: Accounts Payable
 2555 East Camelback Road, Suite 800
 Phoenix, AZ 85016

Project Number: 10510
 Date of Application: 2/13/2009
 Application Number: 8
 Period From: 2/1/2009 Period To: 2/28/2009

CONTRACT INFORMATION

ITEM	SALES TAX (If applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$467,730.00
OPUS APPROVED CHANGE ORDER thru # 1		\$0.00
CONTRACT AMOUNT TO DATE TOTAL		\$467,730.00

APPLICATION INFORMATION

- A Total Completed & Stored to Date \$173,742.75
 B Less Retainage 10 %
 C Total Earned less Retainage (A - B)
 D Less Previous Billings (previous req's line C)
 E Current Payment Due (C - D)
 F Balance to Finish, Plus Retainage (H - A + B)
 G Current Gross Amount Completed This Period

HOLD FOR RE'S
 BILLINGS

\$156,208.48
 \$0.00

SUBCONTRACT

BY:

DATE:

Supplier #: 1006852

APPLICATION BREAKDOWN

THIS SECTION MUST BE COMPLETED IN ORDER FOR TI

Account Code	Description				Percent Complete	Retainage This Application	Net Payment
					I + G	A / H	G - K
10510.00-B20-01451.00-S	Earthwork-Survey - Subcontract	\$26,500.00	18,000.00	6000	18,000.00	67.925%	-
10510.00-B20-02300.00-S	Earthwork - Subcontract	\$120,168.00	117,668.00		117,668.00	97.920%	-
10510.00-B20-02510.00-S	Bituminous Paving - Subcontract	\$231,372.00	1,750.00	150,000	1,750.00	0.756%	-
10510.00-B20-02580.00-S	Pavement Markings - Subcontract	\$4,400.00				0.000%	-
10510.00-B20-02410.00-S	Curb & Outer-CIP - Subcontract	\$85,290.00	36,324.75		36,324.75	42.590%	-
	Total	\$467,730.00	173,742.75		173,742.75	209.190%	-
		H	I	G	A	J	K

Entered By: _____

Accounting

Date

Approved By: _____

Project Manager

Date

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

Vendor ID

Vendor Inv. #

Date

G/L Exp



SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Pima Center I - Building E
Subcontractor: Construction 70, Inc.
Supplier #: 1006852
Address: 3620 S. 40th Street
Phoenix, AZ 85040
Phone: (480) 898-7070
Remittance Address: OPUS West Construction Corporation
Attn: Accounts Payable
2555 East Camelback Road, Suite 800
Phoenix, AZ 85016

Project Number: 10510
Date of Application: 2/13/2009
Application Number: 8
Period From: 2/1/2009 Period To: 2/28/2009

CONTRACT INFORMATION

ITEM	SALES TAX (\$)(if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$467,730.00
OPUS APPROVED CHANGE ORDER #2		\$0.00
CONTRACT AMOUNT TO DATE TOTAL		\$467,730.00

APPLICATION INFORMATION

A Total Completed & Stored to Date \$329,742.75
B Less Retainage 10 % \$20,432.48
C Total Earned less Retainage (A - B) \$296,768.48
D Less Previous Billings (previous req's line C) \$156,368.48
E Current Payment Due (C - D) \$140,400.00
F Balance to Finish, Plus Retainage (H - A + B) \$158,439.73
G Current Gross Amount Completed This Period \$156,000.00
SUBCONTRACTOR: Construction 70, Inc. Supplier #: 1006852
BY: _____
DATE: _____

APPLICATION BREAKDOWN

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

THIS SECTION MUST BE COMPLETED IN ORIGINAL FOR THE CONTRACTOR TO SUBMIT TO THE DISTRICT ENGINEER

			Work Completed					
Account Code	Description	Current Contract Amount	From Previous Application	This Period	Total Work Complete	Percent Complete	Retainage This Application	Net Payment
					I + G	A / H		G - K
10510.00-B20-01451.00-S	Earthwork-Survey - Subcontract	\$26,500.00	18,000.00	6,000.00	24,000.00	90.560%	600.00	5,400.00
10510.00-B20-02300.00-S	Earthwork - Subcontract	\$120,168.00	117,668.00		117,668.00	97.920%	-	-
10510.00-B20-02510.00-S	Bituminous Paving - Subcontract	\$231,372.00	1,750.00	150,000.00	151,750.00	65.587%	15,000.00	135,000.00
10510.00-B20-02580.00-S	Pavement Markings - Subcontract	\$4,400.00	-	-	-	0.000%	-	-
10510.00-B20-02410.00-S	Curb & Gutter-CIP - Subcontract	\$88,390.00	36,324.75		36,324.75	42.590%	-	-
	Total	\$467,730.00	173,742.75	156,000.00	329,742.75	296.662%	15,600.00	140,400.00
		H	I	G	A	J	K	E

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

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

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

Base Bid Pima Center 1 Building E
JOB # 1596

Billing
12-Jan-09

Billing
13-Feb-09

Total Bill
to Date

Cost Code	Concrete	UNIT	UNIT \$	TOTALS			
720	Transitions	34	EA 65.00	2,210.00		34	
725	Single Curb	4,065	LF 17.85	72,560.25	2,035	2,030	4065
730	Vertical Curb	400	LF 14.85	5,940.00		400	400
735	Extruded Curb	160	LF 6.75	1,080.00			0
785	Parkway Grading	1	LS 3,500.00	3,500.00		\$3,500.00	\$3,500.0
Alt 745	9" Thick Sidewalk Asphalt Crossings	1,540	SF 7.85				
		Sub TOTAL		85,290.25			

Note:

Check List

Bid based on one mobilization (additional move-ins billed @ 2000.00 ea.)

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.

Not responsible for blemished, chipped or damage concrete caused by others

If Approved Sidewalk in Asphalt poured at 6" thick MAG "AA" (4000 psi w/ Fiber)

Installed prior to Paving

Excludes anything not listed on this proposal

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

ALL INFO. & RECORDS 9279-A-100 - RUC.
ST. IL & RECORDS 9279-A-100 - CORR.

PHOENIX, ARIZONA 85002
3426 E. LINDI STREET • PHOENIX, ARIZONA 85040

(480) 648-7670
(602) 428-7670
(480) 896-7303 FAX

INVOICE 25693

Date: 03/12/09
Job No: 1596

TOTAL ESTIMATE TO DATE	512,025.00	
LESS RETENTION TO DATE		0.00
NET TOTAL TO DATE		512,025.00
PREVIOUS ESTIMATE	377,628.25	
PREVIOUS RETENTION:		0.00
PREV. TOTAL (FYMIN)		377,628.25
GROSS INCREASE	134,396.75	
RET. THIS ESTIMATE		0.00
NET DUE THIS ESTIMATE:		134,396.75

	NET BILLING	RETENTION	TAX
0.00 Residential Grading	\$0.00	\$0.00	\$0.00
11,300.00 Commercial Grading	\$12,870.00	\$1,430.00	\$0.00
10,011.75 Concrete	\$9,010.58	\$1,001.17	\$0.00
110,085.00 Paving	\$99,076.50	\$11,008.50	\$0.00

- ☒ AR Book Job Tracking Sheet
- ☒ Billing to Labor Worksheet
- ☒ Invoice Tracking Worksheet
- ☐ CCAS

TAXES: Tax Card on File 20042684-Z

21530;

0.00

32100: 134,356.75

3/11 COMPLETED



SUBCONTRACTOR APPLICATION FOR PAYMENT

RE
1596
3/10/09

Project Name: Pima Center I - Building E
Subcontractor: Construction 70, Inc.
Supplier #: 1006852
Address: 3620 S. 40th Street
Phoenix, AZ 85040
Phone: (480) 898-7070
Remittance Address: OPUS West Construction Corporation
Attn: Accounts Payable
2555 East Camelback Road, Suite 800
Phoenix, AZ 85016

Project Number: 10510
Date of Application: 2/13/2009
Application Number: 9
Period From: 3/1/2009 Period To: 3/31/2009

CONTRACT INFORMATION

ITEM	SALES TAX \$(if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$467,730.00
OPUS APPROVED CHANGE ORDER thru # 5		\$44,295.00
CONTRACT AMOUNT TO DATE TOTAL		\$512,025.00

APPLICATION INFORMATION

A Total Completed & Stored to Date \$377,628.25
B Less Retainage 10 % \$25,121.03
C Total Earned less Retainage (A - B) \$339,865.43
D Less Previous Billings (previous req's line C) \$259,865.43
E Current Payment Due (C - D) \$0.00
F Balance to Finish, Plus Retainage (H - A + B) \$139,617.78
G Current Gross Amount Completed This Period \$0.00

SUBCONTRACTOR: Construction 70, Inc. Supplier #: 1006852

BY: _____

DATE: _____

APPLICATION BREAKDOWN

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

		Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
Account Code	Description	Current Contract Amount	From Previous Application				
				I + G	A / H		G - K
10510.00-B20-01451.00-S	Earthwork-Survey - Subcontract	\$26,500.00	24,000.00	24,000.00	90.566%	-	-
10510.00-B20-02300.00-S	Earthwork - Subcontract	\$129,468.00	117,668.00	117,668.00	90.896%	-	-
10510.00-B20-02510.00-S	Bituminous Paving - Subcontract	\$257,455.00	151,750.00	151,750.00	58.947%	-	-
10510.00-B20-02580.00-S	Pavement Markings - Subcontract	\$4,400.00	-	-	0.000%	-	-
10510.00-B20-02410.00-S	Curb & Gutter-CIP - Subcontract	\$85,290.00	84,210.25	84,210.25	98.734%	-	-
10510.00-B40-03100.00-S		\$ 8,932.00	1080.5	8932.5	0.000%	-	-
	Total	\$512,025.00					
			377,628.25	-	377,628.25	339.133%	-
		H	I	G	A	J	K
							E

Entered By: _____

Approved By: _____

Accounting

Date

Project Manager

Date

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

Vendor ID

Vendor Inv. #

Date

G/L Exp



SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Phon Center 1 - Holding E
Subcontractor: Construction 70, Inc
Supplier #: _____
Address: _____
Phone: _____
Remittance Address: _____

Project Number: 10510
Date of Application: 2/13/2009
Application Number: 9
Period From: 3/1/2009 Period To: 3/31/2009

Handwritten:
RTO Pending
RCO 73 = 16800
RCO 74 = 287236

CONTRACT INFORMATION

ITEM	SALES TAX (\$)(if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$467,730.00
OPUS APPROVED CHANGE ORDER Item # 5		\$44,295.00
CONTRACT AMOUNT TO DATE TOTAL		\$512,025.00

APPLICATION INFORMATION

A Total Completed & Stored to Date \$377,628.25
B Less Retainage 10 % \$25,321.03
C Total Entered less Retainage (A - B) \$339,865.43
D Less Previous Billings (previous req's line C) \$339,865.43
E Current Payment Due (C - D) \$0.00
F Balance to Finish, Plus Retainage (B - A + B) \$159,617.78
G Current Gross Amount Completed This Period \$0.00
SUBCONTRACTOR: Construction 70, Inc. Supplier #: 1006852
BY: _____
DATE: _____

APPLICATION BREAKDOWN

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

Account Code	Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
	This Period					
			I + G	A / H		G - K
10510 00-B20-01451 00-S	<u>2500</u>		24,000.00	90.366%	-	-
11510 00-B20-02391 00-S	<u>11900</u>		117,668.00	90.889%	-	-
10510 00-B20-02530 00-S	<u>12585</u>		151,750.00	58.947%	-	-
10510 00-B20-02580 00-S	<u>4400</u>		-	0.000%	-	-
10510 00-B20-02410 00-S			84,210.25	98.734%	-	-
10510 00-B40-03310 00-S			-	0.000%	-	-
			377,628.25	339.133%	-	-
	G		A	J	K	E

Entered By: _____

Accounting

Date

By: _____

Project Manager

Date

SHARED AREA FOR OPUS ACCOUNTING USE ONLY

Vendor ID: _____

Vendor Inv. # _____

Date: _____

GLA Exp _____

Construction 70, Inc.

Az. Lic. # A-59299 - Res.
Az. Lic. # A-68534 - Comm.
Nv. Lic. # A-30306

P.O. Box 62345 • Phoenix, Arizona 85062
3629 S. 40th Street • Phoenix, Arizona 85040

(480) 898-7070
(602) 438-7070
Fax (480) 898-7072

CONCRETE PROPOSAL AND CONTRACT

Page 1 of 1

Submitted by:	Opus West Construction Corporation	Phone:	602-468-7000	Fax:	602-468-7010	Date:	02/23/09
Address:	2555 East Camelback Road Suite 800	Job (Name):	Pima Center 1 Building E				
City, State, Zip:	Phoenix, Arizona 85016	Location:	101 & Via De Ventura				
Attention:	Vincent	City, State:	Scottsdale, Arizona				

☒ Unapproved Plans

Construction 70, Inc. proposes to furnish all labor and/or materials to complete the following items of work per unit prices quoted. Your signature on a copy of this proposal returned to us shall indicate your acceptance and this document shall become a contract between us and shall be binding upon both parties.

Item #	Description	Quantity	Unit	Unit Price	Total
	Pima Center Building E Alternate for Sidewalk Crosswalks				
1	Sidewalk Crosswalks	1,540	sf	5.80	8,932.00
2	Sales Tax	1	ls	EXEMPT	

Note: Concrete Exclusions / Qualifications

- Sidewalk in Asphalt poured at 8" thick MAG "AA" (4000 psi w/ Fiber)
- Sawcut & Excavation completed by others

Price does not include any engineering, inspection or permit fees, sales taxes or soil testing.

Exclusions: Unless noted above, this proposal excludes: Rock & cobbles excavation & grading. All removals and haul-off, Traffic Control and barricades, Sawcutting & Jackhammer work, PVC pipe and sleeving. All items not bid on this proposal

Material and Labor Prices are firm until:

04/01/09

Construction 7₀, Inc.

Co. Lic. # R000000000-0-00 - RES.
At. Lic. # R000000000-0-00 - COMM.

P.O. BOX 65015 • PHOENIX, ARIZONA 85065
1620 S. 40TH STREET • PHOENIX, ARIZONA 85034

(602) 896-7070
(602) 896-7070
(602) 896-7072 FAX

OPUS West Construction Corporation
2555 East Camelback Road Suite 800
Phoenix, Arizona 85016
Attn: Land Development- Vincent Genetti

INVOICE: **25761**

Date: **04/22/09**
Job No: **1596**

O-025 Date	Description	Debits	Credits	Balance
	Pima Center I Building E Contract Billing			
Est. #10	Progress Billing as per Contract. (See attached Application for Payment)	533,258.00		
	Less Prev. Application = Estimate #9	512,025.00		
	Gross Increase this Estimate #10	21,233.00		
	Less Retention this Estimate #10	2,123.30		
	Net Due this Estimate #10	19,109.70		19,109.70
Total Due				\$ 19,109.70

TOTAL ESTIMATE TO DATE	533,258.00		
LESS RETENTION TO DATE		40,784.00	
NET TOTAL TO DATE			492,474.00
PREVIOUS ESTIMATE	512,025.00		
PREVIOUS RETENTION		38,660.70	
PREV TOTAL PAYMENT			473,364.30
GROSS INCREASE	21,233.00		
RET. THIS ESTIMATE		2,123.30	
NET DUE THIS ESTIMATE			19,109.70

- ☐ AR Book Job Tracking Sheet
☒ Billing to Labor Worksheet
☒ Invoice Tracking Worksheet
☐ CCAS

TAXES: Tax Cert on File 200420842

21630:

0.00

NET BILLING	RETENTION	TAX
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$19,109.70	\$2,123.30	\$0.00

32100: 21,233.00



COMPLETED



OPUS

SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Pima Center I - Building E
 Subcontractor: Construction 70, Inc.
 Supplier #: 1006832
 Address: 3620 S. 49th Street
Phoenix, AZ 85040
 Phone: (480) 298-7070
 Remittance Address: OPUS West Construction Corporation
Attn: Accounts Payable
2555 East Camelback Road, Suite 800
Phoenix, AZ 85016

Project Number: 10510
 Date of Application: 4/24/2009
 Application Number: 10 - thru CO# 006
 Period From: 4/1/2009 Period To: 4/30/2009

CONTRACT INFORMATION

ITEM	SALES TAX (S)(if applicable)	TOTAL (S)
ORIGINAL CONTRACT AMOUNT		\$467,750.00
OPUS APPROVED CHANGE ORDER # 5		\$65,528.00
CONTRACT AMOUNT TO DATE TOTAL		\$533,258.00

APPLICATION INFORMATION

A Total Completed & Stored to Date \$533,258.00
 B Less Retainage 10 % \$40,784.00
 C Total Earned less Retainage (A - B) \$492,474.00
 D Less Previous Billings (previous req's line C) \$473,364.30
 E Current Payment Due (C - D) \$19,109.70
 F Balance to Finish, Plus Retainage (H - A + B)
 G Current Gross Amount Completed This Period \$21,233.00
 SUBCONTRACTOR: Construction 70, Inc. Supplier #: 1006832
 BY: _____
 DATE: _____

APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
			From Previous Application	This Period				
					1 + G	A / H		G - K
10510.00-B20-01431.00-S	Earthwork-Survey - Subcontract	\$26,500.00	26,500.00	-	26,500.00	100.000%	-	-
10510.00-B20-02240.00-S		\$ 1,560.00		1,560.00	1,560.00	100.000%	156.00	1,404.00
10510.00-B20-02360.00-S	Earthwork - Subcontract	\$146,268.00	129,468.00	16,800.00	146,268.00	100.000%	1,680.00	15,120.00
10510.00-B20-03510.00-S	Bituminous Paving - Subcontract	\$260,308.00	257,435.00	2,873.00	260,308.00	100.000%	287.30	2,585.70
10510.00-B20-02580.00-S	Pavement Markings - Subcontract	\$4,400.00	4,400.00	-	4,400.00	100.000%	-	-
10510.00-B20-02410.00-S	Curb & Gutter-CIP - Subcontract	\$85,290.00	85,290.00	-	85,290.00	100.000%	-	-
10510.00-B40-03100.00-S	Concrete Sidewalks	\$ 8,932.00	8,932	-	8,932.00	100.000%	-	-
	Total	\$533,258.00	512,025.00	21,233.00	533,258.00	100.000%	2,123.30	19,109.70
		H	I	G	A	J	K	E

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

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

Vendor ID	Vendor Inv. #	Date	GL Exp



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 Opus West Constr. Corp.
(Maker of check) in the sum of \$ 19,109.70 (Amount of Check) payable to
Construction To, Inc. (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
Opus West Constr. Corp. (Owner) located at
Pima Center I - Bldg 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 Pima Center I - Bldg E / Opus West
(Person with whom undersigned contracted) through 4.30.2009 (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, Inc.
(Company Name)

By: [Signature]
(Signature)

Art. Allen
(Title)

Conditional Waiver and Release on Progress Payment

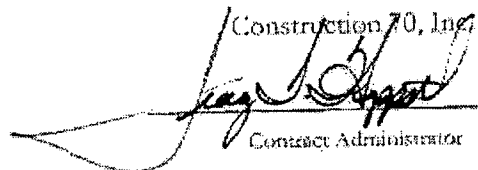
(Pursuant to A.R.S. 33-1008)

Project: Pima Center I Building E
Job No: 1596

On receipt by the undersigned, a Check from OPUS West Construction Corporation in the sum \$19,109.70 payable to Construction 70, Inc., 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 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 OPUS West Construction located at Pima Center I Building E to the following extent. This release covers a progress payment for all labor, services, equipment, or materials furnished to the jobsite Pima Center I Building E through 04/22/09 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 for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver.

Date: 04/22/09

Construction 70, Inc.

Contract Administrator



SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Pima Center I - Building E
Subcontractor: Construction 70, Inc.
Supplier #: 1006852
Address: 3620 S. 40th Street
Phoenix, AZ 85040
Phone: (480) 898-7070
Remittance Address: OPUS West Construction Corporation
Attn: Accounts Payable
2555 East Camelback Road, Suite 800
Phoenix, AZ 85016

Project Number: 10510
Date of Application: 4/24/2009
Application Number: 10a - Retention
Period From: 4/1/2009 Period To: 4/30/2009

CONTRACT INFORMATION

ITEM	SALES TAX \$(if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$467,730.00
OPUS APPROVED CHANGE ORDER thru # 5		\$44,295.00
CONTRACT AMOUNT TO DATE TOTAL		\$512,025.00

APPLICATION INFORMATION

A Total Completed & Stored to Date \$512,025.00
B Less Retainage 10 % \$38,660.70
C Total Earned less Retainage (A - B) \$473,364.30
D Less Previous Billings (previous req's line C) \$473,364.30
E Current Payment Due (C - D) \$0.00
F Balance to Finish, Plus Retainage (H - A + B) \$59,892.70
G Current Gross Amount Completed This Period \$0.00

SUBCONTRACTOR: Construction 70, Inc. Supplier #: 1006852
BY: _____
DATE: _____

APPLICATION BREAKDOWN

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

		Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
Amount Code	Description	Current Contract Amount	From Previous Application	This Period			
					I + G	A / I	G + K
10510.00-B20-01451.00-S	Earthwork-Survey - Subcontract	\$26,500.00	26,500.00	-	26,500.00	100.000%	-
10510.00-B20-02240.00-S		\$ 1,560.00			-	0.000%	-
10510.00-B20-02300.00-S	Earthwork - Subcontract	\$146,268.00	129,468.00	-	129,468.00	88.514%	-
10510.00-B20-02510.00-S	Bituminous Paving - Subcontract	\$260,308.00	257,435.00	-	257,435.00	98.896%	-
10510.00-B20-02580.00-S	Pavement Markings - Subcontract	\$4,400.00	4,400.00	-	4,400.00	100.000%	-
10510.00-B20-02410.00-S	Curb & Gutter-CIP - Subcontract	\$85,290.00	85,290.00	-	85,290.00	100.000%	-
10510.00-B40-03100.00-S	Cone Sidewalks	\$ 8,932.00	8932	-	8,932.00	100.000%	-
	Total	\$533,258.00	\$12,025.00	-	\$512,025.00	587.411%	-
		H	I	G	A	J	K

Entered By: _____

Approved By: _____

Accounting

Date

Project Manager

Date

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

Vendor ID

Vendor Inv. #

Date

GL Exp



SUBCONTRACTOR APPLICATION FOR PAYMENT

1596-LF
4/21/09

Project Name: Pima Center 1 - Building E
Subcontractor: Construction 70, Inc.
Supplier #: 1006852
Address: 3620 S. 40th Street
Phoenix, AZ 85040
Phone: (480) 898-7679
Remittance Address: OPUS West Construction Corporation
Attn: /
3555 E
Phoenix

Project Number: 10510
Date of Application: 4/24/2009
Application Number: 10a - Retention
Period From: 4/1/2009 Period To: 4/30/2009

CONTRACT INFORMATION

ORIGINAL CONTRACT AMOUNT
OPUS APPROVED CHANGE ORDER
CONTRACT:

Retention is billable,
warranty letters sent.

applicable	TOTAL (\$)
	\$467,730.00
	\$44,295.00
	\$512,025.00

APPLICATION INFORMATION

- A Total Completed & Stored to Dat
B Less Retainage
C Total Earned less Retainage (A - B)
D Less Previous Billings (previous r
E Current Payment Due (C - D)
F Balance to Finish, Plus Retainage

G Current Gross Amount Completed This Period

\$0.00

SUBCONTRACTOR:

Construction 70, Inc.

Supplier #: 1006852

BY:

DATE:

APPLICATION BREAKDOWN

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

Work Completed

Account Code	Description	Current Contract Amount	From Previous Application	This Period	Total Work Complete	Percent Complete	Retainage This Application	Net Payment
10510.00-B20-01451.00-S	Earthwork-Survey - Subcontract	\$26,500.00	26,500.00	-	26,500.00	100.000%	-	G - K
10510.00-B20-02300.00-S	Earthwork - Subcontract	\$129,468.00	129,468.00	-	129,468.00	100.000%	-	-
10510.00-B20-02510.00-S	Bituminous Paving - Subcontract	\$257,435.00	257,435.00	-	257,435.00	100.000%	-	-
10510.00-B20-02580.00-S	Pavement Markings - Subcontract	\$4,400.00	4,400.00	-	4,400.00	100.000%	-	-
10510.00-B20-02410.00-S	Curb & Gutter-CIP - Subcontract	\$85,290.00	85,290.00	-	85,290.00	100.000%	-	-
10510.00-B40-03100.00-S	Concrete Sidewalks	\$8,932.00	8,932.00	-	8,932.00	100.000%	-	-
	Total	\$512,025.00	512,025.00	-	512,025.00	600.000%	-	-
		H	I	G	A	J	K	E

Entered By: _____

Accounting

Date

Approved By: _____

Project Manager

Date

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

Vendor ID

Vendor Inv. #

Date

G/L Exp



SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Pima Center 1 - Building E Project Number: 10510
Subcontractor: Construction 70, Inc. Date of Application: _____
Supplier #: 1006852 Application Number: _____
Address: 3628 S. 40th Street (PO Box 62345) Period From: _____ Period To: _____
Phoenix, AZ 85046
Phone: (480) 898-3070
Remittance Address: OPUS West Construction Corporation
Attn: Accounts Payable
2555 East Camelback Road, Suite 800
Phoenix, AZ 85016

CONTRACT INFORMATION

ITEM	SALES TAX (if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$467,330.00
OPUS APPROVED CHANGE ORDER thru # 6		163,828.00
CONTRACT AMOUNT TO DATE TOTAL		\$631,158.00

APPLICATION INFORMATION

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

SUBCONTRACTOR:

Construction 70, Inc.

Supplier #: 1006852

BY:

DATE:

APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Not Payable
			From Previous Application	This Period				
					1 - F	A - G		H - I
10510.00-020-01451.00-S	Earthwork-Survey - Subcontract	\$26,500.00						
10310.00-020-02240.00-S	Drainage - Subcontract	\$1,560.00						
10310.00-020-02300.00-S	Earthwork - Subcontract	\$146,268.00						
10510.00-020-02450.00-S	Curb & Gutter-CIP - Subcontract	\$85,290.00						
10510.00-020-02510.00-S	Bituminous Paving - Subcontract	\$260,308.00						
10510.00-020-02580.00-S	Paved Markings - Subcontract	\$4,400.00						
10510.00-020-03100.00-S	Asphalt - Subcontract	\$8,912.00						
	Total	\$631,158.00						

Entered By:

Accounting

Date

Approved By:

Project Manager

Date

SHADED AREA FOR OPUS ACCOUNTING USE ONLY



SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name:	Pima Center 1 - Building E	Project Number:	50510
Subcontractor:	Construction 70, Inc.	Date of Application:	
Supplier #:	1006852	Application Number:	
Address:	3626 S. 40th Street (PO Box 63344, 85018) Phoenix, AZ 85049	Period From:	Period To:
Phone:	(480) 898-7070		
Remittance Address:	OPUS West Construction Corporation Attn: Accounts Payable 2555 East Camelback Road, Suite 800 Phoenix, AZ 85016		

Vendor ID	Contract No.	Date	Amount Due
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Construction 70, Inc.

As B.C. # R00000000-0-00 - R00
As B.C. # R00000000-0-00 - R00

P.O. Box 62548 * PHOENIX, ARIZONA 85062
3620 S. GARDEN STREET * PHOENIX, ARIZONA 85040

(602) 598-7070
(602) 434-7070
(602) 396-7072 FAX

OPUS West Construction Corporation
2555 East Camelback Road Suite 800
Phoenix, Arizona 85016
Attn: Land Development- Vincent Genetti

INVOICE: **25762**
Date: **04/22/09**
Job No: **1596**

O 025 Date	Description	Debits	Credits	Balance
	Pima Center I Building E Contract Billing			
Est. #11a	Retention Billing as per Contract. (See attached Application for Payment)	533,258.00		
	Less Previously Paid = Est. #1 - #6	133,518.00		
	Less Prev. Applied - Est. #7	35,392.27		
	Less Prev. Applied - Est. #8	183,496.95		
	Less Prev. Applied - Est. #9	120,957.08		
	Less Prev. Applied - Est. #10	19,109.70		
	Retention Release Requested	40,784.00		40,784.00
			Total Due	\$ 40,784.00

TOTAL ESTIMATE TO DATE	533,258.00		
LESS RETENTION TO DATE		0.00	
NET TOTAL TO DATE			533,258.00
PREVIOUS ESTIMATE	533,258.00		
PREVIOUS RETENTION		40,784.00	
PREV. TOTAL PYMT			492,474.00
GROSS INCREASE	0.00		
RET. THIS ESTIMATE		(40,784.00)	
NET DUE THIS ESTIMATE			40,784.00

- ☒ AR Book Job Tracking Sheet
☒ Billing to Labor Worksheet
☒ Invoice Tracking Worksheet
☐ CCAS

	NET BILLING	RETENTION	TAX
0.00 Residential Grading	\$0.00	\$0.00	\$0.00
0.00 Commercial Grading	\$0.00	\$0.00	\$0.00
0.00 Concrete	\$0.00	\$0.00	\$0.00
0.00 Paving	\$0.00	\$0.00	\$0.00

TAXES: Tax Cert on File 20042004-2

21530:

0.00

32100: 0.00



COMPLETED



OPUS

SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Pima Center I - Building E
 Subcontractor: Construction 70, Inc.
 Supplier #: 1006852
 Address: 3620 S. 40th Street
Phoenix, AZ 85040
 Phone: (480) 898-7070
 Remittance Address: OPUS West Construction Corporation
Attn: Accounts Payable
2555 East Camelback Road, Suite 800
Phoenix, AZ 85016

Project Number: 10510
 Date of Application: 4/24/2009
 Application Number: Net - Retention Billing
 Period From: 4/1/2009 Period To: 4/30/2009

CONTRACT INFORMATION	ITEM	SALES TAX \$(if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT			\$567,730.00
OPUS APPROVED CHANGE ORDER Item # 6			\$65,528.00
CONTRACT AMOUNT TO DATE TOTAL			\$533,258.00

APPLICATION INFORMATION

A. Total Completed & Stored to Date: \$533,258.00
 B. Less Retainage 10 % \$0.00
 C. Total Earned less Retainage (A - B) \$533,258.00
 D. Less Previous Billings (previous req's line C) \$492,474.00
 E. Current Payment Due (C - D) \$40,784.00
 F. Balance to Finish, Plus Retainage (H - A + B)
 G. Current Gross Amount Completed This Period \$0.00

SUBCONTRACTOR: Construction 70, Inc. Supplier #: 1006852
 BY: _____
 DATE: _____

APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
			From Previous Application	This Period				
					I = G	A / H		B - K
10510.00-B20-01491.00-S	Earthwork - Survey - Subcontract	\$26,500.00	26,500.00	-	26,500.00	100.000%	-	-
10510.00-B20-02240.00-S		\$ 1,560.00	1,560	-	1,560.00	100.000%	-	-
10510.00-B20-02300.00-S	Earthwork - Subcontract	\$146,268.00	146,268.00	-	146,268.00	100.000%	-	-
10510.00-B20-02510.00-S	Bituminous Paving - Subcontract	\$260,308.00	260,308.00	-	260,308.00	100.000%	-	-
10510.00-B20-02580.00-S	Pavement Markings - Subcontract	\$4,400.00	4,400.00	-	4,400.00	100.000%	-	-
10510.00-B20-02410.00-S	Curb & Gutter-CIP - Subcontract	\$85,290.00	85,290.00	-	85,290.00	100.000%	-	-
10510.00-B40-03100.00-S	Concrete Sidewalks	\$ 8,932.00	8,932	-	8,932.00	100.000%	-	-
	Total	\$533,258.00	\$53,258.00	-	533,258.00	700.000%	K	J
		H	I	G	A	J	K	E

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

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

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



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 OPUS WEST CONSTRUCTION CORP
(Maker of check) in the sum of \$ 40,784.00 (Amount of Check) payable to
CONSTRUCTION TO, INC (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
OPUS WEST CONSTRUCTION CORP (Owner) located at
Pima Center I - Bldg 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 Pima Center I - Bldg E / OPUS WEST
(Person with whom undersigned contracted) through 4.30.09 (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, INC
(Company Name)

By: [Signature]
(Signature)

Carl Adam Asst Mgr
(Title)

Conditional Waiver and Release on Progress Payment

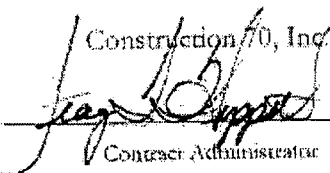
(Pursuant to A.R.S. 33-1008)

Project: Pima Center I Building E
Job No: 1596

On receipt by the undersigned, a Check from OPUS West Construction Corporation in the sum \$40,784.00 payable to Construction 70, Inc. 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 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 OPUS West Construction located at Pima Center I Building E to the following extent. This release covers a progress payment for all labor, services, equipment, or materials furnished to the jobsite Pima Center I Building E through 04/22/09 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 for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver.

Date: 04/22/09

Construction 70, Inc.

Contract Administrator

