


UNITED STATES BANKRUPTCY COURT Northern District of Texas		PROOF OF CLAIM
Name of Debtor: Opus West, LP		Case Number: 09-34334-11
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Wright Construction Co., Inc.		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Name and address where notices should be sent: Mark Sloecker 512 Main Street, Suite 1100 Fort Worth, TX 76102 Telephone number: (817) 348-0400		
Name and address where payment should be sent (if different from above):		<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.
Telephone number:		
1. Amount of Claim as of Date Case Filed: \$ 76,781.50		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: \$ _____
If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		
2. Basis for Claim: <u>goods and services</u> (See instruction #2 on reverse side.)		*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
3. Last four digits of any number by which creditor identifies debtor: <u>8074</u>		
3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		FOR COURT USE ONLY OPUS WEST  00310
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ <u>34,800,000.00</u> Annual Interest Rate _____ % Amount of arrearage and other charges as of time case filed included in secured claim, If any: \$ _____ Basis for perfection: <u>mechanic's lien</u> Amount of Secured Claim: \$ <u>76,781.50</u> Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.		
7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:		
Date: <u>8/20/09</u>		
Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.		

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

U.S. Bankruptcy Court
Northern District of Texas

File another claim

Notice of Electronic Claims Filing

The following transaction was received from Stoecker, Mark on 8/26/2009 at 4:42 PM CDT

Case Name: Opus West, LP
Case Number: 09-34334-hdh11
Creditor Name: Wright Construction Co., Inc.
601 West Wall Street
Grapevine, TX 76051
Claim Number: 8 Claims Register
Total Amount Claimed: \$76781.50

The following document(s) are associated with this transaction:

Document description: Main Document

Original filename: C:\fakepath\Opus LP-Wright Claim.pdf

Electronic document Stamp:

[STAMP bkecfStamp_ID=1017686615 [Date=8/26/2009] [FileNumber=19450324-0] [4abf276781e1011f9bdf3629f915805bf3d5a2fa7fde6797ee204f5579697fb29f7ae3c7621609c6750dfd87de9715e1be1155d5beaaa6278b63166bb030deba]]

09-34334-hdh11 Notice will be electronically mailed to:

Doug D. Skierski on behalf of Debtor In Possession Opus West, LP
dskierski@fslhlaw.com

UST U.S. Trustee
ustpreregion06.da.ecf@usdoj.gov, albert.loftus@usdoj.gov

09-34334-hdh11 Notice will not be electronically mailed to:

File another claim

UST U.S. Trustee
ustpreion06.da.ecf@usdoj.gov, albert.loftus@usdoj.gov

09-34334-hdh11 Notice will not be electronically mailed to:

[File another claim](#)

U.S. Bankruptcy Court
Northern District of Texas

File another claim

Notice of Electronic Claims Filing

The following transaction was received from Stoecker, Mark on 8/27/2009 at 9:05 AM CDT

Case Name: Opus West, LP
Case Number: 09-34334-hdh11
Creditor Name: Wright Construction Co., Inc.
601 West Wall Street
Grapevine, TX 76051
Claim Number: Amended 8 Claims Register
Total Amount Claimed: \$76781.50

The following document(s) are associated with this transaction:

Document description:Main Document**Original filename:**C:\fakepath\Opus LP-Wright Claim-w-ltr.pdf**Electronic document Stamp:**

[STAMP bkecfStamp_ID=1017686615 [Date=8/27/2009] [FileNumber=19454773-0] [999e56e88d28b66b5220c717d5eb890ce1f214c36b50910cbb82283220e4542a933ee01078bc28bddd48d9e2de483ca4f4bd211ca1f600afbfbbed5bd916a0ba8]]

Document description:Exhibit**Original filename:**C:\fakepath\Part 2-Opus-filed lien-Wright.pdf**Electronic document Stamp:**

[STAMP bkecfStamp_ID=1017686615 [Date=8/27/2009] [FileNumber=19454773-1] [7965f5dfffb3f65cefe7fc4f446f2605e82ce52b1e834f54a739d15760ce486fa5090c9b8f1b7b00fb8f4d60c298423bff0877f0bcaef0627b68cc71862bbf4d]]

Document description:Exhibit**Original filename:**C:\fakepath\Part 3-Opus-SubK Agreement-Wright.pdf**Electronic document Stamp:**

[STAMP bkecfStamp_ID=1017686615 [Date=8/27/2009] [FileNumber=19454773-2] [46b207289126c8e7a6cb90f788dcf71501c16c4d4cc2ee765b692527b6a8d9b841e22ba164f3b8ead8bd95934b2149ba9bc72cd14c233a46882157acdca5f68a]]

Document description:Exhibit**Original filename:**C:\fakepath\Part 4-Opus-Pay Apps-Wright.pdf**Electronic document Stamp:**

[STAMP bkecfStamp_ID=1017686615 [Date=8/27/2009] [FileNumber=19454773-3] [654464cc5902a5319fc67c81d3dc5c6d7a704ac110d20b2fee0eaf9f166fcc9760492f5d1254e4579201b5a073acac06e55729d3e13a61c3a369d1ae9ccdc6da]]

09-34334-hdh11 Notice will be electronically mailed to:

Doug D. Skierski on behalf of Debtor In Possession Opus West, LP
dskierski@fslhlaw.com

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.
In Tabulations below, amounts are stated to the nearest dollar.
Use Column 1 on Contracts where retainage for line items may apply

Page 3 of Pages

2

12/25/2008

APPLICATION NUMBER: _____
APPLICATION DATE: _____
PERIOD TO: _____
ARCHITECT'S PROJECT NO.: _____

[illegible]

CONTINUATION SHEET

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached. In Tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where retainage for line items may apply

APPLICATION NUMBER:
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO.:

12/25/2008
12/25/2008

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D O R E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATIONS (D + E)						
	STORM DRAINAGE								
1	MODIFY EXISTING CURB INLET	\$5,060.00	\$0.00		\$0.00		\$0.00	\$5,060.00	\$0.00
2	MODIFY EXISTING WYE INLET	\$7,480.00	\$0.00		\$0.00		\$0.00	\$7,480.00	\$0.00
3	MOD. 4'X4' FILD INLET TO 4'X4' INLE	\$3,025.00	\$0.00		\$0.00		\$0.00	\$3,025.00	\$0.00
4	48" HDPE	\$162,764.25	\$162,764.25		\$0.00		\$162,764.25	\$0.00	\$16,276.43
5	36" HDPE	\$29,228.40	\$29,228.40		\$0.00		\$29,228.40	\$0.00	\$2,922.84
6	24" HDPE	\$42,636.44	\$42,636.44		\$0.00		\$42,636.44	\$0.00	\$4,263.64
7	18" HDPE	\$30,505.68	\$30,505.68		\$0.00		\$30,505.68	\$0.00	\$3,050.57
9	8" PVC	\$1,383.72	\$1,383.72		\$0.00		\$1,383.72	\$0.00	\$138.37
10	4'X4' JUNCTION BOX W/3'X3' GRATE	\$26,180.00	\$26,180.00		\$0.00		\$26,180.00	\$0.00	\$2,618.00
11	(2) 5'X5' JUNCTION BOX W/4'X4' GR	\$53,900.00	\$53,900.00		\$0.00		\$53,900.00	\$0.00	\$5,390.00
12	5'X5' JUNCTION BOX W/4'X4' GRATE	\$16,170.00	\$16,170.00		\$0.00		\$16,170.00	\$0.00	\$1,617.00
13	(2) 48"X36" HDPE PIPE TO PIPE CON	\$3,510.00	\$3,510.00		\$0.00		\$3,510.00	\$0.00	\$351.00
14	24"X18" HDPE PIPE TO PIPE CONNE	\$1,212.00	\$1,212.00		\$0.00		\$1,212.00	\$0.00	\$121.20
15	18"X18" HDPE PIPE TO PIPE CONNE	\$676.00	\$676.00		\$0.00		\$676.00	\$0.00	\$67.60
16	24"X8" WYE	\$281.00	\$281.00		\$0.00		\$281.00	\$0.00	\$28.10
17	36" SLOPING HEADWALL	\$1,485.00	\$0.00		\$1,485.00		\$1,485.00	\$0.00	\$148.50
18	12"X12" GRATE INLET	\$908.80	\$908.80		\$0.00		\$908.80	\$0.00	\$90.88
19	5' CURB INLET	\$1,815.00	\$1,815.00		\$0.00		\$1,815.00	\$0.00	\$181.50
20	8" ROCK RIP RAP	\$770.00	\$0.00		\$770.00		\$770.00	\$0.00	\$77.00
21	REM. EXISTING LINE	\$7,920.00	\$7,920.00		\$0.00		\$7,920.00	\$0.00	\$792.00
22	REM. EXISTING INLET	\$932.00	\$932.00		\$0.00		\$932.00	\$0.00	\$93.20
23	TRENCH SAFETY	\$3,773.00	\$3,773.00		\$0.00		\$3,773.00	\$0.00	\$377.30
	WATER LINES								
1	2" TAP (IRRIGATION)	\$3,804.00	\$3,804.00		\$0.00		\$3,804.00	\$0.00	\$380.40
2	8" TAP (FIRE LINE)	\$3,398.00	\$3,398.00		\$0.00		\$3,398.00	\$0.00	\$339.80
3	4" TAP (DOMESTIC)	\$5,694.00	\$5,694.00		\$0.00		\$5,694.00	\$0.00	\$569.40
4	RELOCATE DOUBLE DETECTOR CH	\$3,514.00	\$3,514.00		\$0.00		\$3,514.00	\$0.00	\$351.40
5	10" FIRE LINE & ACCESSORIES	\$2,162.00	\$2,162.00		\$0.00		\$2,162.00	\$0.00	\$216.20
6	8" FIRE LINE & ACCESSORIES	\$48,921.00	\$48,921.00		\$0.00		\$48,921.00	\$0.00	\$4,892.10
7	4" DOMESTIC LINE & ACCESSORIES	\$10,421.00	\$10,421.00		\$0.00		\$10,421.00	\$0.00	\$1,042.10
8	2" WATER METER (IRRIGATION)	\$1,978.40	\$1,978.40		\$0.00		\$1,978.40	\$0.00	\$197.84
9	3" WATER METER (DOMESTIC)	\$31,224.00	\$31,224.00		\$0.00		\$31,224.00	\$0.00	\$3,122.40



SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: 121 Lakepointe Crossing Phase 2
Subcontractor: Wright Construction Co Inc
Supplier #: 1017532
Address: 601 W Wall St
Grapevine, TX 76051
Phone: 817-481-2594
Remittance Address: OPUS West Construction Corporation
Attn: Accounts Payable
15455 N Dallas Parkway, Suite 450
Addison, TX 75001

Project Number: 97306
Date of Application: 12-25-08
Application Number: 2
Period From: NOV Period To: Dec 2008

CONTRACT INFORMATION

ITEM	SALES TAX \$(if applicable)	TOTAL \$(
ORIGINAL CONTRACT AMOUNT		\$607,435.00
OPUS APPROVED CHANGE ORDER # 1 thru #		
CONTRACT AMOUNT TO DATE TOTAL		\$607,435.00

APPLICATION INFORMATION

A Total Completed & Stored to Date \$594,870.00
B Less Retainage 10% \$59,487.00
C Total Earned less Retainage (A - B) \$535,383.00
D Less Previous Billings (previous req's line C) \$530,653.50
E Current Payment Due (C - D) \$4,729.50
F Balance to Finish, Plus Retainage (H - A + B) \$74,752.00
G Current Gross Amount Completed This Period \$3255.00

SUBCONTRACTOR:

Wright Construction Co Inc

Supplier #: 1017532

BY:

DATE:

12/18/2008

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				
97306 01-B10-02660 00-S	Sanitary Sewer - Subcontract	\$21,713.00	21,713	-	21,713	100	-	-
97306 01-B10-02670 00-S	Water Distribution - Subcontract	\$189,200.00	189,200	-	189,200	100	-	-
97306 01-B10-02680 00-S	Storm Sewer - Subcontract	\$396,516.00	373,196	2255	380,451	96	225.50	2029.50
	Total	\$607,435.00	584,109	2255	594,870	97	225.50	2029.50
		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

LETTER OF TRANSMITTAL

0014

00721

WRIGHT CONSTRUCTION CO., INC.

601 W. WALL ST.
GRAPEVINE, TEXAS 76051
METRO (817) 481-2594
FAX (817) 481-2369

TO: **OPUS WEST CONSTRUCTION CORPORATION**
15455 NORTH DALLAS PARKWAY, STE 450
ADDISON, TX 75001

DATE: DECEMBER 18, 2008
ATTENTION: **RACHELLE STUCKEY**
RE: 121 LAKEPOINTE CROSSING PH:
LEWISVILLE, TX

WE ARE SENDING YOU ☒ Attached ☐ Under separate cover via _____
the following items:

☐ Pay Estimate ☐ Change order ☐ Bid ☐ Contract Documents

COPIES	DATE	DESCRIPTION
1	12/25/2008	PAY APPLICATION #2

THESE ARE TRANSMITTED as checked below:

☒ For approval ☐ Approved as submitted ☐ Resubmit _____ copies
for approval
☐ For your use ☐ Approved as noted ☐ Submit _____ copies for
distribution
☐ As requested ☐ Returned for corrections ☐ Return _____ corrected
prints
☐ For review & comment ☐ _____

REMARKS:

COPY TO: FILE

SIGNED: _____
JOHN KOLB - PROJECT MANAGER

CONTINUATION SHEET

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

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APPLICATION NUMBER: 02/25/2009
 APPLICATION DATE: 02/25/2009
 PERIOD TO: 02/25/2009
 ARCHITECT'S PROJECT NO.:

ITEM NO	DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATIONS (D + E)	THIS PERIOD		% (G/C)			
10	6" HYDRANT LEAD	\$1,870.00	\$1,870.00	\$0.00		\$1,870.00	100%	\$0.00	\$187.00
11	12"x6" TAPPING SLEEVE & VALVE	\$2,982.00	\$2,982.00	\$0.00		\$2,982.00	100%	\$0.00	\$298.20
12	8" GATE VALVE	\$6,540.00	\$6,540.00	\$0.00		\$6,540.00	100%	\$0.00	\$654.00
13	6" GATE VALVE	\$3,260.00	\$3,260.00	\$0.00		\$3,260.00	100%	\$0.00	\$326.00
14	FIRE HYDRANT	\$13,107.50	\$13,107.50	\$0.00		\$13,107.50	100%	\$0.00	\$1,310.75
15	HYDRANT STEEL BOLLARDS	\$2,320.00	\$2,320.00	\$0.00		\$2,320.00	100%	\$0.00	\$232.00
16	10" FL RISER 1' AFF, 1' INSIDE BLDG	\$3,981.00	\$3,981.00	\$0.00		\$3,981.00	100%	\$0.00	\$398.10
17	8" FL RISER 1' AFF, 1' INSIDE BLDG	\$2,892.00	\$2,892.00	\$0.00		\$2,892.00	100%	\$0.00	\$289.20
18	CONNECT TO 8" STUB	\$1,822.00	\$1,822.00	\$0.00		\$1,822.00	100%	\$0.00	\$182.20
19	REM. EXISTING WATER LINE	\$6,600.00	\$6,600.00	\$0.00		\$6,600.00	100%	\$0.00	\$660.00
20	TEST	\$3,482.50	\$3,482.50	\$0.00		\$3,482.50	100%	\$0.00	\$348.25
21	TRENCH SAFETY	\$1,393.00	\$1,393.00	\$0.00		\$1,393.00	100%	\$0.00	\$139.30
SANITARY SEWER									
1	CONNECT 8" SEWER TO EXISTING	\$8,316.00	\$8,316.00	\$0.00		\$8,316.00	100%	\$0.00	\$831.60
2	8" SANITARY SEWER	\$12,312.00	\$12,312.00	\$0.00		\$12,312.00	100%	\$0.00	\$1,231.20
3	TEST	\$761.40	\$761.40	\$0.00		\$761.40	100%	\$0.00	\$76.14
4	TRENCH SAFETY	\$324.00	\$324.00	\$0.00		\$324.00	100%	\$0.00	\$32.40
GAS LINE - REMOVAL ONLY									
1	REM. EXISTING GAS LINE & CONNE	\$3,838.91	\$3,838.91	\$0.00		\$3,838.91	100%	\$0.00	\$383.89
MISC									
1	DELETE 48"-45 DEG BENDS	(\$5,100.00)	(\$5,100.00)	\$0.00		(\$5,100.00)	100%	\$0.00	(\$510.00)
2	HAUL OFF	\$24,000.00	\$24,000.00	\$0.00		\$24,000.00	100%	\$0.00	\$2,400.00
TOTAL									
		\$607,435.00	\$591,870.00	\$15,565.00	\$0.00	\$607,435.00	100%	\$0.00	\$60,743.50

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Use Column 1 on Contracts where retainage for line items may apply

APPLICATION NUMBER: 3
 APPLICATION DATE: 02/25/2009
 PERIOD TO: 02/25/2009
 ARCHITECT'S PROJECT NO.:

A	B	C	D		E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATIONS (D + E)	THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
STORM DRAINAGE										
1	MODIFY EXISTING CURB INLET	\$5,060.00	\$0.00	\$5,060.00			\$5,060.00	100%	\$0.00	\$506.00
2	MODIFY EXISTING WYE INLET	\$7,480.00	\$0.00	\$7,480.00			\$7,480.00	100%	\$0.00	\$748.00
3	MOD. 4X4 FILD INLET TO 4X4 INLE	\$3,025.00	\$0.00	\$3,025.00			\$3,025.00	100%	\$0.00	\$302.50
4	48" HDPE	\$162,764.25	\$162,764.25	\$0.00			\$162,764.25	100%	\$0.00	\$16,276.43
5	36" HDPE	\$29,228.40	\$29,228.40	\$0.00			\$29,228.40	100%	\$0.00	\$2,922.84
6	24" HDPE	\$42,636.44	\$42,636.44	\$0.00			\$42,636.44	100%	\$0.00	\$4,263.64
7	18" HDPE	\$30,505.68	\$30,505.68	\$0.00			\$30,505.68	100%	\$0.00	\$3,050.57
9	8" PVC	\$1,383.72	\$1,383.72	\$0.00			\$1,383.72	100%	\$0.00	\$138.37
10	4X4 JUNCTION BOX W/3X3 GRATE	\$26,180.00	\$26,180.00	\$0.00			\$26,180.00	100%	\$0.00	\$2,618.00
11	(2) 5X5 JUNCTION BOX W/4X4 GR	\$53,900.00	\$53,900.00	\$0.00			\$53,900.00	100%	\$0.00	\$5,390.00
12	5X5 JUNCTION BOX W/4X4 GRATE	\$16,170.00	\$16,170.00	\$0.00			\$16,170.00	100%	\$0.00	\$1,617.00
13	(2) 48X36 HDPE PIPE TO PIPE CON	\$3,510.00	\$3,510.00	\$0.00			\$3,510.00	100%	\$0.00	\$351.00
14	24X18 HDPE PIPE TO PIPE CONNE	\$1,212.00	\$1,212.00	\$0.00			\$1,212.00	100%	\$0.00	\$121.20
15	18X18 HDPE PIPE TO PIPE CONNE	\$676.00	\$676.00	\$0.00			\$676.00	100%	\$0.00	\$67.60
16	24X8 WYE	\$281.00	\$281.00	\$0.00			\$281.00	100%	\$0.00	\$28.10
17	36 SLOPING HEADWALL	\$1,485.00	\$1,485.00	\$0.00			\$1,485.00	100%	\$0.00	\$148.50
18	12X12 GRATE INLET	\$908.80	\$908.80	\$0.00			\$908.80	100%	\$0.00	\$90.88
19	5 CURB INLET	\$1,815.00	\$1,815.00	\$0.00			\$1,815.00	100%	\$0.00	\$181.50
20	8 ROCK RIP RAP	\$770.00	\$770.00	\$0.00			\$770.00	100%	\$0.00	\$77.00
21	REM. EXISTING LINE	\$7,920.00	\$7,920.00	\$0.00			\$7,920.00	100%	\$0.00	\$792.00
22	REM. EXISTING INLET	\$932.00	\$932.00	\$0.00			\$932.00	100%	\$0.00	\$93.20
23	TRENCH SAFETY	\$3,773.00	\$3,773.00	\$0.00			\$3,773.00	100%	\$0.00	\$377.30
WATER LINES										
1	2 TAP (IRRIGATION)	\$3,804.00	\$3,804.00	\$0.00			\$3,804.00	100%	\$0.00	\$380.40
2	8 TAP (FIRE LINE)	\$3,398.00	\$3,398.00	\$0.00			\$3,398.00	100%	\$0.00	\$339.80
3	4 TAP (DOMESTIC)	\$5,694.00	\$5,694.00	\$0.00			\$5,694.00	100%	\$0.00	\$569.40
4	RELOCATE DOUBLE DETECTOR CH	\$3,514.00	\$3,514.00	\$0.00			\$3,514.00	100%	\$0.00	\$351.40
5	10 FIRE LINE & ACCESSORIES	\$2,162.00	\$2,162.00	\$0.00			\$2,162.00	100%	\$0.00	\$216.20
6	8 FIRE LINE & ACCESSORIES	\$48,921.00	\$48,921.00	\$0.00			\$48,921.00	100%	\$0.00	\$4,892.10
7	4 DOMESTIC LINE & ACCESSORIES	\$10,421.00	\$10,421.00	\$0.00			\$10,421.00	100%	\$0.00	\$1,042.10
8	2 WATER METER (IRRIGATION)	\$1,978.40	\$1,978.40	\$0.00			\$1,978.40	100%	\$0.00	\$197.84
9	3 WATER METER (DOMESTIC)	\$31,224.00	\$31,224.00	\$0.00			\$31,224.00	100%	\$0.00	\$3,122.40



OPUS

SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: 121 Lakepointe Crossing Phase 2
 Subcontractor: Wright Construction Co Inc
 Supplier #: 1017532
 Address: 601 W Wall St
 Grapevine, TX 76051
 Phone: 817-481-2594
 Remittance Address: OPUS West Construction Corporation

Project Number: 97306
 Date of Application: 2-25-2009
 Application Number: 3
 Period From: Feb 2009
 Period To: Feb 2009

Attn: Accounts Payable
 15455 N. Dallas Parkway, Suite 450
 Addison, TX 75001

CONTRACT INFORMATION

ITEM	SALES TAX \$(if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		
OPUS APPROVED CHANGE ORDER # 1 thru #		\$607,435.00
CONTRACT AMOUNT TO DATE TOTAL		\$607,435.00

APPLICATION INFORMATION

A Total Completed & Stored to Date \$ 607,435.00
 B Less Retainage \$ 46,743.50
 C Total Earned less Retainage (A - B) \$ 560,691.50
 D Less Previous Billings (previous req's line C) \$ 538,682.00
 E Current Payment Due (C - D) \$ 14,009.50
 F Balance to Finish, Plus Retainage (H - A - B)
 G Current Gross Amount Completed This Period \$ 15,565.00

SUBCONTRACTOR:

Wright Construction Co Inc

Supplier #: 1017532

BY:

DATE:

2-25-2009

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				
97306.01-B10-02660.00-S	Sanitary Sewer - Subcontract	\$21,713.00	21,713	-	21,713	100	-	-
97306.01-B10-02670.00-S	Water Distribution - Subcontract	\$189,206.00	189,206	-	189,206	100	-	-
97306.01-B10-02680.00-S	Storm Sewer - Subcontract	\$396,516.00	396,516	15,565	396,516	100	15,565.50	14,009.50
	Total	\$607,435.00	597,435	15,565	607,435	100	15,565.50	14,009.50
		H	I	O	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

8074

601 W. WALL ST.
GRAPEVINE, TEXAS 76051
METRO (817) 481-2594
FAX (817) 481-2369

DATE: FEBRUARY 25, 2008
ATTENTION: **RACHELLE STUCKEY**
RE: 121 LAKEPOINTE CROSSING PH;
LEWISVILLE, TX

☐ Pay Estimate ☐ Change order ☐ Bid ☐ Contract Documents

[illegible]

<input checked="" type="checkbox"/> For approval	<input type="checkbox"/> Approved as submitted	<input type="checkbox"/> Resubmit_____copies for approval
<input type="checkbox"/> For your use	<input type="checkbox"/> Approved as noted	<input type="checkbox"/> Submit_____copies for distribution
<input type="checkbox"/> As requested	<input type="checkbox"/> Returned for corrections	<input type="checkbox"/> Return_____corrected prints
<input type="checkbox"/> For review & comment	<input type="checkbox"/>	

COPY TO: FILE

JOHN KOLB - PROJECT MANAGER

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 \$25,000.00) 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

RIDER C

This Rider C is attached to and made a part of the Subcontract between OPUS West Construction Corporation, and Wright Construction Co Inc dated 09/16/2008. All capitalized terms used but not defined in this Rider "C" have the meaning ascribed to them in the Subcontract or General Conditions of Subcontract, as applicable.

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

(a) Workers' Compensation

Statutory Limits

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

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

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

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

Commercial General Liability
(All Other Subcontractors)

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

Commercial Automobile Liability

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

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

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

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

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

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

Section 7. Payment Bond.

Any payment bonds required by Contractor under this Subcontract will fully comply with all requirements of Section 53.201 et. seq. of the Texas Property Code.

Section 8. Limitations.

If any limitation of time applicable to Subcontractor contained in this Subcontract for the bringing of any action, the enforcement of any remedy, or the recovery of any claim is prohibited or invalid by or under applicable law, then such provision shall be reformed and in that event no suit or action shall be commenced or maintainable in respect of such action, remedy or claim unless commenced within two years and one day after such cause of action, remedy or claim accrues.

END OF RIDER B

RIDER B

This Rider B is attached to and made a part of the Subcontract between OPUS West Construction Corporation and Wright Construction Co Inc dated 09/16/2008. All capitalized terms used but not defined in this Rider B have the meaning ascribed to them in the Subcontract or 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 Owner. All payments to Subcontractor shall be made by the Contractor solely out of the 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. **THE OBLIGATIONS OF SUBCONTRACTOR UNDER THE FOREGOING INDEMNIFICATION SHALL APPLY TO ALL MATTERS EXCEPT THOSE ARISING SOLELY FROM THE WILLFUL NEGLIGENCE OR MALICIOUS ACTS OR OMISSIONS OF THE INDEMNITEE, INCLUDING MATTERS CAUSED BY THE ORDINARY NEGLIGENCE OF THE INDEMNITEE.**

(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.

Section 6. Payments Withheld.

Notwithstanding anything to the contrary in this Subcontract, Contractor shall retain ten percent (10%) of the entire Subcontract Sum until thirty (30) days following Final Completion of the entire Project by withholding ten percent (10%) of each progress payment.

Subcontract Sum Breakdown

Name	Account Code	Amount
Sanitary Sewer - Subcontract	97306.01-B10-02660.00-S	\$21,713.00
Water Distribution - Subcontract	97306.01-B10-02670.00-S	\$189,206.00
Storm Sewer - Subcontract	97306.01-B10-02680.00-S	\$396,516.00
Total		\$607,435.00

Unit Pricing

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

The following unit prices shall be in effect until :

Unit Price List

N/A

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	Mobilization (Each)	\$ 3,000.00
2	Delete 48" Degree Bends, make angles at concrete structures	\$(5,100.00)

The alternate prices shall be in effect until :

Alternates Notes

END OF RIDER A

Supplemental Design Documents:

Description	Date
Full Project Specification book	06/26/2008
General Conditions of Subcontract	06/01/2005
Supplemental General Conditions of Subcontract (June 2005 - Modified for Texas March, 9, 2006)	03/09/2006
Special Conditions of Subcontract (Modified for 121 Lakepointe Crossing 5/23/2008)	05/23/2008
Exhibit A - Lien Waivers (Pages I-IV)	06/01/2005
Exhibit B - Sample Subcontractor Application for Payment	06/01/2005
Exhibit C - Certificate of Insurance Sample	06/01/2005
Subcontractor Pre-Qualification Statement (Modified 2/8/2008)	02/08/2008
Instructions to Bidders	06/27/2008
Bid Forms (Earthwork, Site Utilities, Striping)	06/27/2008
Project Schedule	06/27/2008
Drawing Log	06/27/2008

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 Provide lien releases from all second and third tier subcontractors/suppliers.
- 2 Removal of existing gas line and re-connect to relocated gas meter for Bldg. 1.
- 3 Construction Staking
- 4 Haul-off of excess soils off-site
- 5 erosion controls at new inlets
- 6 Barricades for scope of work
- 7 One mobilization and one return for final clean-up & adjustments
- 8 Accept alternate pricing #2

This Subcontract excludes the following:

- 1 City Fees
- 2 Density Testing
- 3 Pavement Removal & Replacement
- 4 Final adjustment of manholes, cleanouts or valve boxes in pavement.

Schedule

N/A

Schedule Notes**Subcontract Summary****Subcontract Recap**

Sub-Job Number	Sub-Job Name	Name	Rate
97306.01	121 Lakepointe Crossing - General Conditions - Phase II	Sanitary Sewer	\$21,713.00
97306.01	121 Lakepointe Crossing - General Conditions - Phase II	Water Distribution	\$189,206.00
97306.01	121 Lakepointe Crossing - General Conditions - Phase II	Storm Sewer	\$396,516.00
Total			\$ 607,435.00

Construction Details - Building 3	A5.2	07/08/2008
Title Sheet - Building 1	T6	07/14/2008
Structural Title Sheet - Building 1	S1.0	07/14/2008
Title Sheet Structural Notes - Building 3	S1.0	07/08/2008
Statement of Special Inspections - Building 1	S1.1	07/14/2008
Statement of Special Inspections - Building 3	S1.1	07/08/2008
Foundation Plan - West - Building 3	S2.0	07/08/2008
Foundation Plan - Quadrant A - Building 1	S2.1	07/14/2008
Foundation Plan - Quadrant B - Building 1	S2.2	07/14/2008
Foundation Plan - Quadrant C - Building 1	S2.3	07/14/2008
Foundation Plan - Quadrant D - Building 1	S2.4	07/14/2008
Roof Framing Plan - West - Building 3	S3.0	07/08/2008
Roof Framing Plan - Quadrant A - Building 1	S3.1	07/14/2008
Roof Framing Plan - East - Building 3	S3.1	07/08/2008
Roof Framing Plan - Quadrant B - Building 1	S3.2	07/14/2008
Roof Framing Plan - Quadrant C - Building 1	S3.3	07/14/2008
Roof Framing Plan - Quadrant D - Building 1	S3.4	07/14/2008
Panel Elevations - Building 3	S4.0	07/08/2008
Panel Elevations - Building 1	S4.1	07/14/2008
Panel Elevations - Building 3	S4.1	07/08/2008
Panel Elevations - Building 1	S4.2	07/14/2008
Panel Elevations - Building 3	S4.2	07/08/2008
Panel Elevations - Building 1	S4.3	07/14/2008
Sections & Details - Building 3	S4.3	07/08/2008
Panel Elevations - Building 1	S4.4	07/14/2008
Sections and Details - Building 1	S4.5	07/14/2008
Sections and Details - Building 1	S5	07/14/2008
Sections & Details	S5	07/08/2008
Section and Details - Building 1	S6	07/14/2008

Field Bulletin

Date	Number	Name
N/A		

Paving Plan	C8	08/04/2008
Cover Sheet	C8	08/04/2008
Paving Details - Building 1	D1	07/14/2008
Standard City Details - Building 1	D2	07/14/2008
Standard City Details - Building 1	D3	07/14/2008
Standard City Details - Building 1	D4	07/14/2008
Standard City Details - Building 1	D5	07/14/2008
Standard City Details - Building 1	D6	07/14/2008
Standard City Details - Building 1	D7	07/14/2008
Landscape Plan - Building 1	L1	07/14/2008
Landscape Plan - Building 1	L2	07/14/2008
Landscape Plan - Building 1	L3	07/14/2008
Existing Diagram - Existing Building - Building 1	A0.1	07/14/2008
Existing Diagram - Building 3	A0.1	07/08/2008
Existing Diagram - Addition - Building 1	A0.2	07/14/2008
Site Plan - Building 1	A1.1	07/14/2008
Site Plan - Building 3	A1.1	07/08/2008
Overall Floor Plan - Building 1	A2.0	07/14/2008
Overall Floor Plan - Building 3	A2.0	07/08/2008
Floor Plan - Quadrant A - Building 1	A2.1	07/14/2008
Floor Plan - West - Building 3	A2.1	07/08/2008
Floor Plan - Quadrant B & Door Information - Building 1	A2.2	07/14/2008
Floor Plan - East - Building 3	A2.2	07/08/2008
Floor Plan - Quadrant C & Window Information - Building 1	A2.3	07/14/2008
Roof Plan And Details - Building 3	A2.3	07/08/2008
Floor Plan - Quadrant D - Building 1	A2.4	07/14/2008
Enlarged Floor Plans and Details - Building 3	A2.4	07/08/2008
Roof Plan & Details - Building 1	A2.5	07/14/2008
Enlarged Floor Plans - Building 1	A2.6	07/14/2008
Enlarged Floor Plans & Details - Building 1	A2.7	07/14/2008
Exterior Elevations - Building 1	A3.1	07/14/2008
Exterior Elevations - Building 3	A3.1	07/08/2008
Exterior Elevations - Building 1	A3.2	07/14/2008
Enlarged Exterior Elevations - Building 3	A3.2	07/08/2008
Enlarged Exterior Elevations - Building 1	A3.3	07/14/2008
Enlarged Exterior Elevations - Building 3	A3.3	07/08/2008
Wall Sections - Building 1	A4.1	07/14/2008
Wall Sections - Building 3	A4.1	07/08/2008
Construction Details - Building 1	A5.1	07/14/2008
Construction Details - Building 3	A5.1	07/08/2008
Construction Details - Building 1	A5.2	07/14/2008

RIDER A

This Rider A is attached to and made a part of the Subcontract between OPUS West Construction Corporation and Wright Construction Co Inc dated 09/16/2008. All capitalized terms used, but not defined in this Rider "A" have the meaning ascribed to them in the Subcontract.

Work Subcontract Documents

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

Drawings and Specifications

Description	Number	Last Revision
Title Sheet - Building 3	T1.1	07/08/2008
Final Plat - Building 1	C1	08/04/2008
Paving Plan	C10	08/04/2008
TxDot Paving Plan	C11	08/04/2008
TxDot Paving Plan	C12	08/04/2008
Grading Plan	C13	08/04/2008
Grading Plan	C14	08/04/2008
Wall Plan	C15	08/04/2008
Wall Plan - Building 1	C16	08/04/2008
Existing Drainage Area Map	C17	08/04/2008
Drainage Area Map	C18	08/04/2008
Drainage Area Map	C19	08/04/2008
Final Plat - Building 1	C2	08/04/2008
Storm Sewer Calculations	C20	08/04/2008
Storm Sewer Calculations	C21	08/04/2008
Storm Sewer Plan	C22	08/04/2008
Storm Sewer Plan & Profile	C23	08/04/2008
Storm Sewer Profiles	C24	08/04/2008
Storm Sewer Profiles	C25	08/04/2008
Water & Sanitary Sewer Plan	C26	08/04/2008
Water & Sanitary Sewer Plan	C27	08/04/2008
Sanitary Sewer Plans	C28	08/04/2008
Erosion Control Plan - Building 1	C29	08/04/2008
Final Plat - Building 1	C3	08/04/2008
Erosion Control Plan - Building 1	C30	08/04/2008
Erosion Control Details - Building 1	C31	08/04/2008
Final Plat - Building 1	C4	08/04/2008
Demolition Plan - Building 1	C5	08/04/2008
Overall Site Plan	C6	08/04/2008
Site Plan A	C7	08/04/2008
Site Plan B	C8	08/04/2008



RECEIVED

OCT 03 2008

Opus West-Dallas

121 Lakepointe Crossing Phase 2 / 97306.00
2660/2670/2680 /Site Utilities
Wright Construction Co Inc / Joe Lipscomb
Contact Phone # 817-481-2594
Contact Fax # 817-481-2369
Payment Terms: Standard

SUBCONTRACT AGREEMENT (Labor and Materials)

This Subcontract Agreement ("Subcontract") is made as of this 16th day of September, 2008, by and between OPUS West Construction Corporation ("Contractor"), with its office located at 15455 N. Dallas Parkway - Suite 450, Addison, TX 75001, and Wright Construction Co Inc ("Subcontractor") with its office located at 601 W Wall St, Grapevine, TX 76051.

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 121 Lakepointe Crossing Phase 2 ("Project"), located at 2525 E. State Hwy 121, Lewisville, TX 75056 ("Project Site"), and consisting of the total work provided by Contractor under contract documents between Owner and Contractor.
3. **Owner.** The Owner of the Project is Opus West Corporation ("Owner").
4. **Architect/Engineer.** The architect and engineers ("Architect/Engineer") of record for the Project are:
Architect: Opus Architects & Engineers, Inc.
Civil Engineer: Jones & Boyd Inc
Structural Engineer: 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 12/31/2008. 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 \$ 607,435.00 ("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

Travis Bradley

CONTRACTOR

Opus West Construction Corporation

By:

Paul Lemble

(Print Name)

Vice President of Construction, Texas

(Title)

(Date)

10-6-08

SUBCONTRACTOR

Wright Construction Co Inc

By:

(Print Name)

(Title)

(Date)

10-02-08



March 14, 2009

VIA CERTIFIED MAIL, RETURN
RECEIPT REQUESTED #

7008 2810 0000 6213 6000

Opus West Corporation
Opus West, LP
15455 North Dallas Parkway, Suite 450
Addison, TX 75001

VIA CERTIFIED MAIL RETURN
RECEIPT REQUESTED #

7008 2810 0000 6213 6017

Opus West Construction Corporation
15455 North Dallas Parkway, Suite 450
Addison, TX 75001

RE: 8074-121 Lakepointe Crossing Phase II
Crossroads Centre North Addition
Lots 1R-1, 4R, Block A, (East Hill Park Rd./SH 121), Lewisville, Denton County, Texas

Wright Construction Co., Inc. has furnished labor and/or materials to the above-referenced project under a contract with OPUS West Construction Corporation. There remains due and owing thru February 25, 2009, \$76,781.50 (including retainage of \$60,743.50) for such labor and/or materials furnished to OPUS West Construction Corporation as more fully set forth on the attached statements and billings sent to your general contractor.

This claim has accrued under § 53.053 of the Texas Property Code and/or is past-due under the terms of the contract referenced above. Demand is hereby made under §53.083 of the Texas Property Code for payment of the amount set forth above.

This notice is sent to comply with the requirements of § 53.056 of the Texas Property Code, which requires that we advise you that if this claim remains unpaid, you may be personally liable and your property subjected to a lien unless payment is withheld from OPUS West Construction Corporation for the payment of this claim or unless the bill is otherwise paid or settled.

Wright Construction Co., Inc.

By: 

Gary Oostveen
Controller

Wright Construction Co., Inc.

601 W. Wall • Grapevine, TX 76051 • Metro (817) 481-2594

December 15, 2008



VIA CERTIFIED MAIL, RETURN
RECEIPT REQUESTED #

7007 2680 0001 4355 9348

Opus West Corporation
Opus West, LP
15455 North Dallas Parkway, Suite 450
Addison, TX 75001

VIA CERTIFIED MAIL, RETURN
RECEIPT REQUESTED #

7007 2680 0001 4355 9355

Opus West Construction Corporation
15455 North Dallas Parkway, Suite 450
Addison, TX 75001

RE: Retainage Notice: 8074-121 Lakepointe Crossing Phase II
Crossroads Centre North Addition
Lots 1R-1, 4R, Block A, (East Hill Park Rd./SH 121), Lewisville, Denton County, Texas

This notice is provided to comply with the requirements of §53.057 of the Texas Property Code and is being sent to you as the owner of a project located at 121 Lakepointe Crossing Phase II, Lewisville, TX. If you are not the owner of the above-referenced project, please notify the undersigned at your earliest convenience.

On or about October, 2008, Wright Construction Co., Inc. began work on a project contracted with Opus West Construction Corporation to provide labor and/or materials generally described as site utilities for a project located at Lakepointe Crossing Phase II, Lewisville, TX. This agreement is a retainage agreement as defined in § 53.057, Texas Property Code. The retainage is to be withheld as follows: 10% retainage to be withheld from each draw. The total sum anticipated to be retained under this agreement will be \$60,743.50 to be paid as more specifically described in claimant's contract but generally at the completion of the project. In addition, retainage in the same percentage will be withheld from any additional amount owed to Wright Construction Co., Inc. resulting from any changes or additional work.

Wright Construction Co., Inc. is please to be working with the Opus group of companies as we look forward to a successful project.

Sincerely,

Wright Construction Co., Inc.

By: 

Gary A. Oostveen, Controller

Wright Construction Co., Inc.

601 W. Wall ♦ Grapevine, TX 76051 ♦ Metro (817) 481-2594

7. "Payment is requested for work performed and/or materials furnished during the months of October 2008, November 2008, December 2008, January 2009, February 2009 and March of 2009. The work performed from October 2008 through November 2008 is for retainage. The work performed from December 2008 through March 2009 is for progress payments and retainage. Notices of the claim were sent to the owner and the original contractor by certified mail, return receipt requested, on December 15th, 2008 and March 14th, 2009. The original contractor for the improvement for which a lien is claimed and the Original Contractor's address is as follows:

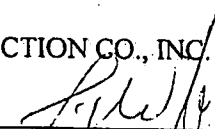
Original Contractor: Opus West Construction Corporation
Original Contractor's Address: 15455 N. Dallas Parkway, Suite 450
Addison, TX 75001

Opus West Construction Corporation
10350 Bren Road West
Minnetonka, MN 55343"


Further Affiant says not.

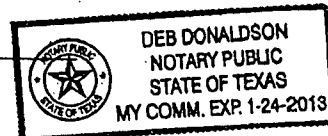
WRIGHT CONSTRUCTION CO., INC.

BY:


Lemoine Wright, President

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE ME on this the 10th day of April, 2009, by Lemoine Wright, President of Wright Construction Co., Inc.


Notary Public, State of Texas



My Commission Expires: 1-24-2013

cc: Opus West, LP
15455 N. Dallas Parkway, Suite 450
Addison, TX 75001

VIA CERTIFIED MAIL #7008-2810-0000-6213-6130
RETURN RECEIPT REQUESTED and
U.S. FIRST CLASS MAIL

Opus West, LP
2555 East Camelback Road, Suite 800
Phoenix, AZ 85016-9267

VIA CERTIFIED MAIL #7008-2810-0000-6213-6147
RETURN RECEIPT REQUESTED and
U.S. FIRST CLASS MAIL

Opus West Corporation
15455 N. Dallas Parkway, Suite 450
Addison, TX 75001

VIA CERTIFIED MAIL #7008-2810-0000-6213-6154
RETURN RECEIPT REQUESTED and
U.S. FIRST CLASS MAIL

Opus West Corporation
2555 East Camelback Road, Suite 800
Phoenix, AZ 85016-9267

VIA CERTIFIED MAIL #7008-2810-0000-6213-6161
RETURN RECEIPT REQUESTED and
U.S. FIRST CLASS MAIL

Opus West Construction Corporation
15455 N. Dallas Parkway, Suite 450
Addison, TX 75001

VIA CERTIFIED MAIL #7008-2810-0000-6213-6178
RETURN RECEIPT REQUESTED and
U.S. FIRST CLASS MAIL

Opus West Construction Corporation
10350 Bren Road West
Minnetonka, MN 55343

VIA CERTIFIED MAIL #7008-2810-0000-6213-6185
RETURN RECEIPT REQUESTED and
U.S. FIRST CLASS MAIL

AFFIDAVIT FOR MECHANIC'S LIEN

THE STATE OF TEXAS

§
§
§

COUNTY OF DENTON

Wright Construction
661 W. Wall St
Grapevine, TX 76051

BEFORE ME, the undersigned, personally appeared Lemoine Wright, who, upon his oath, deposed and stated the following:

1. "My name is Lemoine Wright. I am the President of Wright Construction Co, Inc., hereinafter referred to as 'Claimant.' The facts disclosed in this, my affidavit are true, I have personal knowledge of the facts set forth below, and I am competent and authorized to make this affidavit."

2. "Claimant's mailing address is 601 W. Wall, Grapevine, Texas 76051."

3. "Pursuant to an agreement by and between Claimant and Opus West Construction Corporation, whose last known address is 15455 N. Dallas Parkway, Suite 450, Addison, Texas 75001, Claimant performed labor and/or furnished materials to improve the following described real property in Denton County, Texas, which is the real property sought to be charged with a lien by Claimant:

Being Lots 1R-1 and 4R, Block A of Crossroads Centre North Addition, an addition to the City of Lewisville, Denton County, Texas, and being a replat of Crossroads Centre North Lots 1R and 4, Block "A", as recorded in Cabinet W, Page 7, P.R.D.C.T. and being 54.483 acres out of the B.B.B. & C.R.R. Survey, Abstract No. 180, and the J.W. Johnson Survey, Abstract No. 1609 City of Lewisville, Denton County, Texas.

4. "The labor and materials furnished by Claimant are generally described as follows:

Labor and materials for the installation of the site utilities, including the sanitary sewer, storm sewer and water distribution on the 121 Lakepointe Crossing Phase II."

5. "The owner or reputed owner of said real property described above and the Owner's address is as follows:

Owner: Opus West, LP
Owner's Address: 15455 N. Dallas Parkway, Suite 450
Addison, TX 75001

Opus West, LP
2555 East Camelback Road, Suite 800
Phoenix, AZ 85016-9267

Opus West Corporation
15455 N. Dallas Parkway, Suite 450
Addison, TX 75001

6. "After allowing all just credits, offsets, and payments, the amount of \$76,781.50 remains unpaid and is due and owing to Claimant, and Wright Construction Co, Inc., Claimant, claims a lien on said property and improvements to secure payment of said amount."

Denton County
Cynthia Mitchell
County Clerk
Denton, Tx 76202



70 2009 00044831

Instrument Number: 2009-44831

Recorded On: April 15, 2009

As
Mechanics Lien Affidavit

Parties: WRIGHT CONSTRUCTION CO INC

To

Billable Pages: 3

Number of Pages: 3

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Mechanics Lien Affidavit 19.00

Total Recording: 19.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2009-44831

Receipt Number: 574864

Recorded Date/Time: April 15, 2009 01:21:48P

User / Station: H Dunn - Cash Station 4

Record and Return To:

WRIGHT CONSTRUCTION
601 W WALL ST
GRAPEVINE TX 76051



THE STATE OF TEXAS }
COUNTY OF DENTON }

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Cynthia Mitchell

County Clerk
Denton County, Texas



RE: Notice of Filing of Lien Affidavit and Claim

Being Lots 1R-1 and 4R, Block A of Crossroads Centre North Addition, an addition to the City of Lewisville, Denton County, Texas, and being a replat of Crossroads Centre North Lots 1R and 4, Block "A", as recorded in Cabinet W, Page 7, P.R.D.C.T. and being 54.483 acres out of the B.B.B. & C.R.R. Survey, Abstract No. 180, and the J.W. Johnson Survey, Abstract No. 1609 City of Lewisville, Denton County, Texas.

As required by Section 53.055 of the Texas Property Code, enclosed is a copy of a Lien Affidavit and Claim filed on behalf of Wright Construction Co., Inc. with the county clerk of Denton County, Texas. You are hereby advised that if this account remains unpaid, the property may be subject to foreclosure for satisfaction of the lien.

If you are not the owner of the property, please notify the undersigned at your earliest convenience.

Please contact the undersigned to arrange for payment of this claim in return for a release of the claim of lien.

Wright Construction Co., Inc.

By: 

Gary A. Oostveen, Controller

Wright Construction Co., Inc.

601 W. Wall ♦ Grapevine, TX 76051 ♦ Metro (817) 481-2594



NOTICE OF FILED LIEN

April 17, 2009

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED #

7008 2810 0000 6213 6130

TO: Opus West LP
15455 N. Dallas Pkwy, Suite 450
Addison, TX 75001

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED #

7008 2810 0000 6213 6147

TO: Opus West LP
2555 East Camelback Rd., Suite 800
Phoenix, AZ 85016-9267

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED #

7008 2810 0000 6213 6154

TO: Opus West Corporation
15455 N. Dallas Pkwy, Suite 450
Addison, TX 75001

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED #

7008 2810 0000 6213 6161

TO: Opus West Corporation
2555 East Camelback Rd., Suite 800
Phoenix, AZ 85016-9267

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED #

7008 2810 0000 6213 6178

TO: Opus West Construction Corporation
15455 N. Dallas Pkwy, Suite 450
Addison, TX 75001

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED #

7008 2810 0000 6213 6185

TO: Opus West Construction Corporation
10350 Bren Road West
Minnetonka, MN 55343

Wright Construction Co., Inc.

601 W. Wall • Grapevine, TX 76051 • Metro (817) 481-2594



HARRISON ♦ STECK, P.C.

Attorneys and Counselors At Law
512 Main Street, Suite 1100
Fort Worth, Texas 76102

Mark Stoecker
E-Mail: mstoecker@harrisonsteck.com

Telephone: (817) 348-0400
Telecopier: (817) 348-0406

October 23rd, 2009

Opus West Corporation, et al
c/o BMC Group
18750 Lake Drive East
Chanhassen, MN 55317

VIA FEDERAL EXPRESS

Re: Opus West Bankruptcy/Proof of Claims for Wright Construction Co., Inc.

To Whom It May Concern:

Attached are three proof of claims that I have previously filed in the above referenced bankruptcy. In order to specifically comply with the notice sent by the Court, I am sending the claims to you as well. I also am enclosing the acknowledgment of filing by the Court. This is not meant to create a duplicate filing but to strictly comply with the wording of the notice. Please feel free to contact me if you have any questions.

Very truly yours,

Mark Stoecker

Enclosures

cc: Wright Construction (w/o enclosures)