

UNITED STATES BANKRUPTCY COURT

Northern District of Texas

PROOF OF CLAIM

Name of Debtor:

Postel Industries, Inc., a Texas corporation

Case Number:

09-34356-HDH-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):  
Opus West Construction Corporation

☐ Check this box to indicate that this claim amends a previously filed claim.

Name and address where notices should be sent:

Richard C. James, General Counsel  
1602 Peachleaf Street  
Houston, Texas 77039

Telephone number:

(281) 227-2200

Court Claim Number: \_\_\_\_\_  
(If known)

Filed on: \_\_\_\_\_

Name and address where payment should be sent (if different from above):

Telephone number:

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☐ Check this box if you are the debtor or trustee in this case.

1. Amount of Claim as of Date Case Filed: \$ 55,824.40

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.

☐ 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: contract claim--fabricated steel & erection services  
(See instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies debtor: \_\_\_\_\_

3a. Debtor may have scheduled account as: \_\_\_\_\_  
(See instruction #3a on reverse side.)

4. Secured Claim (See instruction #4 on reverse side.)

Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff: ☐ Real Estate ☐ Motor Vehicle ☐ Other BMC GROUP  
Describe:

Value of Property: \$ \_\_\_\_\_ Annual Interest Rate \_\_\_\_\_ %

Amount of arrearage and other charges as of time case filed included in secured claim,

if any: \$ \_\_\_\_\_ Basis for perfection: \_\_\_\_\_

Amount of Secured Claim: \$ \_\_\_\_\_ 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:  
11/05/2009

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

*Richard C. James*

Richard C. James  
General Counsel

FOR COURT USE ONLY



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

**Postel Industries, Inc.**

**Project: Energy Crossing / Spec Building**

Job No.: 07-264

**Account Summary through:**

04/11/09

Original Contract Amount

Change Order No. 1	19,628.00
Change Order No. 2	82,105.00
Change Order No. 3	33,632.00
Change Order No. 4	79,910.00
Change Order No. 6	9,062.00
Change Order No. 7	52,170.00
Change Order No. 8	31,465.00
Change Order No. 9	132,185.00
Change Order No. 10	17,869.00
Change Order No. 11	462.00
Total Revised Contract	3,109,271.00
Amount Paid To Date	3,053,446.60
Total Amount Unpaid Including Retention	55,824.40

## Invoice / Payment Summary

Billing Month	Amount Invoiced	Amount Paid	Amount Due	Check No.	No.
January-08	\$ 116,790.00	\$ 116,790.00	\$ -	100528	1
February-08	\$ 1,001,673.34	\$ 900.00	\$ (900.00)	100528	2
February-08		\$ 1,001,673.34		101852	2
April-08	\$ 182,027.00	\$ 182,027.00	\$ -	104907	3
May-08	\$ 429,298.02	\$ 429,298.02	\$ -	106448	4
June-08	\$ 860,328.86	\$ 796,537.85	\$ 0.00	107935	5
June-08		\$ 63,791.01		109328	5
July-08	\$ 202,972.28	\$ 152,905.07	\$ (13,723.80)	109328	6
July-08		\$ 63,791.01		111232	6
August-08	\$ 78,091.20	\$ 79,550.00	\$ (1,458.80)	110898	7
October-08	\$ 21,603.60	\$ 21,603.60	\$ -	113963	8
November-08	\$ 17,962.10	\$ 17,830.80	\$ 131.30	115546	9
November-08	\$ 2,400.40	\$ 2,400.40	\$ -	113963	9A
December-08	\$ 15,500.70	\$ 15,500.70	\$ -	116573	10
January-09	\$ 116,949.50	\$ 108,847.80	\$ 8,101.70	2126	11
February-09	\$ 63,674.00	\$ -	\$ 63,674.00		12
<b>TOTAL</b>	<b>3,109,271.00</b>	<b>3,053,446.60</b>	<b>55,824.40</b>		

**GROSS BILLED TO DATE**

To(OWNER): Opus West Construction  
15455 N. Dallas Pkwy, Ste 450  
Addison, TX 75001

Project: Energy Crossing  
15021 Katy Freeway  
Houston, TX 77094

Application No: 15  
Invoice No: 100828  
Period To: 2/28/2009

From: Postel Industries, Inc.  
1602 Peachleaf  
Houston, TX 77039

Via(Architect):

Architect's  
Project No:  
Invoice Date: 2/23/2009  
Contract Date:

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved previous months	458,488.00	0.00
Approved this month	0.00	0.00
TOTALS	458,488.00	0.00
Net change by change orders	458,488.00	

1. ORIGINAL CONTRACT SUM..... \$ 2,650,783.00
2. Net change by Change Orders..... \$ 458,488.00
3. CONTRACT SUM TO DATE(Line 1 +/- 2)..... \$ 3,109,271.00
4. TOTAL COMPLETED & STORED TO DATE..... \$ 3,109,271.00
5. RETAINAGE..... \$ 0.00
6. TOTAL EARNED LESS RETAINAGE..... \$ 3,109,271.00  
(Line 4 less Line 5)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 3,045,597.00  
(Line 6 from prior Certificate)
8. SALES TAX..... \$ 0.00
9. CURRENT PAYMENT DUE..... \$ 63,674.00
10. BALANCE TO FINISH, PLUS RETAINAGE..... \$ 0.00  
(Line 3 less Line 6)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is not due.

CONTRACTOR: Postel Industries, Inc.

By: \_\_\_\_\_

Date: 2/23/09

State of: TX County of: Harris day of Feb, 2009  
Subscribed and sworn to before me this  
Notary Public, State of Texas  
My Commission expires: September 19, 2011  
SHANNON MICHELLE SYKORA  
Notary Public, State of Texas  
My Commission Expires  
September 19, 2011

## ARCHITECT'S CERTIFICATE FOR PAYMENT

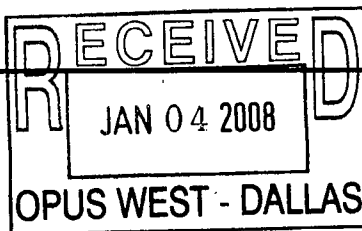
In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance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

AMOUNT CERTIFIED..... \$  
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By \_\_\_\_\_ Date \_\_\_\_\_

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



Energy Crossing Spec Office / 10592.00  
D20/05100 / Structural Steel  
Postel Industries / Matt Postel  
Contact Phone # 281-227-2200  
Contact Fax # 281-372-0183  
Payment Terms: Standard

### SUBCONTRACT AGREEMENT (Labor and Materials)

This Subcontract Agreement ("Subcontract") is made as of this 21st day of November, 2007, by and between **OPUS West Construction Corporation** ("Contractor"), with its office located at 15455 N. Dallas Parkway, Suite 450, Addison, TX 75001, and **Postel Industries** ("Subcontractor") with its office located at 1602A Peachleaf Street, Houston, TX 77039.

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 Energy Crossing Spec Office ("Project"), located at 15021 Katy Freeway, Houston, TX 77094 ("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 of Record:	Opus Architects & Engineers
Civil Engineer:	Kimley-Horn and Associates, Inc.
Geotechnical Engineer:	Terracon Consultants Inc
Structural Engineer of Record:	Opus Architects & Engineers
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 10/28/2008. 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 \$ 2,650,783.00 ("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

Monek Smith

**CONTRACTOR**

Opus West Construction Corporation

By:

Paul Lembke

(Print Name)

Vice President of Construction, Texas

(Title)

2/11/2008

(Date)

**SUBCONTRACTOR:**  
Postel Industries

By:

Danny W. Lucas

(Print Name)

SVP Operations

(Title)

12/28/07

(Date)

**RIDER A**

This Rider A is attached to and made a part of the Subcontract between **OPUS West Construction Corporation** and **Postel Industries** dated 11/21/2007. All capitalized terms used, but not defined in this Rider "A" have the meaning ascribed to them in the Subcontract.

**I. 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 **Structural Steel** work ("Work") for the Project, including but not limited to, strict compliance with the following documents (the "Subcontract Documents"):

**Drawings and Specifications**

<b>Description</b>	<b>Number</b>	<b>Last Revision</b>
Cover Sheet	C S	10/01/2007
Cover Sheet	CS	10/01/2007
Outline Specs for the Design and Construction of Multi-Tenant Shell Base Building	1001	10/05/2007
none	C0.0	11/01/2007
General Notes	C1.0	11/01/2007
Contruction Detail	C10.0	11/01/2007
Contruction Detail	C10.1	11/01/2007
Outfall and Interceptor Structure Details	C10.2	07/23/2001
Overall Site Plan	C2.0	11/01/2007
Erosion Control Plan	C3.0	10/08/2007
Erosion Control Plan - Detention Pond	C3.1	11/01/2007
Erosion Control Details	C3.2	11/01/2007
Dimension Control Plan	C4.0	10/09/2007
Dimension Control Plan	C4.1	11/01/2007
Grading Plan	C5.0	11/01/2007
Detention Pond Plan	C5.1	11/01/2007
Detention Pond Cross Sections	C5.2	11/01/2007
Drainage Area map	C6.0	11/01/2007
Storm Sewer Plan	C7.0	11/01/2007
Utility Plan	C8.0	11/01/2007
SWQMP Site Plan	C8.1	11/01/2007
Paving, Striping and Signage Plan	C9.0	11/01/2007
Paving, Striping and Signage Details	C9.1	11/01/2007
Landscape Plan	L1.0	10/05/2007
Architectural Site Plan	A1.1	10/01/2007
Roof Plan	A2.5	10/01/2007
Title Sheet	S1	11/21/2007
Sections and Details	S10	11/21/2007
Sections and Details	S11	11/21/2007
Foundation Plkan	S2	11/15/2007

Level 2 Framing Plan	S3	11/15/2007
Level 3, 4 & 5	S4.1	11/15/2007
Roof Framing Plan	S5	11/21/2007
Schedules and Details	S6	11/21/2007
Sections and Details	S7	11/15/2007
Sections and Details	S8	11/15/2007
Plumbing Underground	P2.0	11/02/2007
Plumbing Details	P3.0	11/02/2007
Electrical Underground Site Plan	E1.00	10/25/2007
1st Floor Plan	CD2.0	07/12/2007
2nd Floor Plan	CD3.0	07/12/2007
3rd Floor Plan	CD4.0	10/18/2007
4th Floor Plan	CD5.0	07/12/2007
5th Floor Plan	CD6.0	10/18/2007
6th Floor Plan	CD7.0	07/12/2007
Roof Plan	CD8.0	10/18/2007
Front & Back Elevation	CD9.0	07/12/2007
West & East Elevation	CD10.0	10/18/2007
Title Sheet	P-1 of 7	09/21/2007
Public Utility General Notes	P-2 of 7	09/21/2007
Overall Site Plan	P-3 of 7	09/21/2007
Public Utility Plan & Profile	P-4 of 7	09/21/2007
Public Utility Plan & Profile	P-5 of 7	09/21/2007
Construction Details	P-6 of 7	09/21/2007
Traffic Control Plan Driveway Construction	P-7 of 7	09/21/2007
Site Plan	CD11.0	07/12/2007
Level 6 Framing Plan	S4.2	11/15/2007
Sections and Details	S9	11/15/2007

#### Field Bulletins

Date	Number	Name
N/A		

**Supplemental Design Documents**

<b>Description</b>	<b>Date</b>
General Conditions of Subcontract - Division 1 - June 2005	06/01/2005
Supplemental General Conditions of Subcontract - Modified for Texas - March 9, 2006	03/09/2006
Special Conditions of Subcontract	07/18/2007
Exhibit A - Unconditional Waiver and Conditional Waiver Release on Progress Payment	06/01/2005
Exhibit B - Unconditional Waiver and Conditional Waiver Release on Final Payment	06/01/2005
Exhibit C - Subcontract Agreement	06/01/2005
Exhibit D - Subcontractor Application for Payment	06/01/2005
Exhibit E - Certificate of Liability Insurance	06/01/2005
Subcontractor Prequalification Statement	02/21/2007
Schedule	10/02/2007
Geotechnical Engineering Report	09/05/2007
Drawing Log	11/20/2007
Bid Package #4.0 - Bid Forms - Steel & Erection	10/22/2007
Bid Package #4.0 - Bid Form - Concrete	10/22/2007

**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:

- 01 Provide lien releases from all second and third tier subcontractors/suppliers.
- 02 Subcontractor includes turnkey steel fabrication and erection and includes all items properly shown and sized on structural drawings which are not specifically excluded.
- 03 General Conditions of Subcontract, Section 4.13.1: Add the following at the end of the paragraph: "Subcontractor shall not be responsible for the protection of or damage to heat sensitive materials or surfaces sequenced ahead of Steel Erection operations."
- 04 General Conditions of Subcontract, Section 4.14.1: Add the following at the end of the paragraph: "Subcontractor shall not be responsible for clean up of accumulating soil or mud due to site conditions but shall be responsible for repair of damage to site conditions caused by Subcontractor."
- 05 General Conditions of Subcontract, Section 6.2.2: Add the following at the beginning of the paragraph: "Subcontractor shall not be responsible for inaccuracy of work of others." After the phrase "execution of the Work and results" add the following "and shall not proceed further with such Work without written directive to do so by Contractor."
- 06 General Conditions of Subcontract, Section 7.3.1: Add the following at the end of the paragraph: "Any notices, claims or demands sent to Subcontractor from Contractor shall be addressed at follows: Postel Industries, Inc. 1602 Peachleaf Street, Houston, TX 77039 Fax No.: (281) 372-0183 Attention: Mike Postel, President, Cc: Danny W. Lucas, Senior V.P. Operations."
- 07 General Conditions of Subcontract, Section 7.5.1: Add the following at the end of the paragraph: "Bond(s) are not required from Subcontractor for this Project."
- 08 General Conditions of Subcontract, Section 7.8.1: In the last sentence replace the word "Subcontractor" with the word "Contractor" and remove the phrase "unless otherwise provided in the Subcontract."
- 09 General Conditions of Subcontract, Section 7.8.3: Replace the word "Required" with the word "Applicable".
- 10 General Conditions of the Subcontract, Section 7.13.1: Add the following at the end of the paragraph: "Contractor shall be responsible for providing east-west and north-south reference lines and benchmarks."
- 11 General Conditions of Subcontract, Section 9.5.1: After the phrase "ten percent (10%) of" add the following "the erection labor only portion of". Add the following at the end of the paragraph "All retention shall be invoiced and become payable upon Subcontractors completion of the Work in this Subcontract."
- 12 General Conditions of Subcontract, Section 9.5.2, Item 6: Add the following at the end of the sentence, "providing Subcontractor has not been delayed by others."
- 13 Supplemental General Conditions of Subcontract, Section 4.2.2: Add the following before the last sentence "Subcontractor shall not be responsible for the locating, identifying, or damage to any underground utilities, primary or secondary, regarding site conditions."
- 14 Supplemental General Conditions of Subcontract, Section 4.3.3: Add the following after the first sentence: "Subcontract shall not be responsible for the removal or exhaust of welding fumes generated by its operations. Subcontractor shall not be responsible for the protection of or damage to existing heat sensitive materials or surfaces if installed out of sequence."
- 15 Special Conditions of Subcontract, Article 6: Add the following at the end of the paragraph: "Contractor shall be responsible for providing and maintaining all adequate access to and from the Work under this Subcontract."
- 16 Special Conditions of Subcontract, Article 13: Add the following at the end of the paragraph: "The provisions reflected herein are for coordination purposes only and shall, under no circumstance, be allowed to restrict, inhibit, or cause delay in the Subcontractor's Work."
- 17 Special Conditions of Subcontract, Article 14: Add the following at the end of the paragraph: "Any changes to Work Hours shall, under no circumstance, be allowed to restrict, inhibit, or cause delay in the Subcontractor's Work."
- 18 Special Conditions of Subcontract, Article 16: Delete the phrase "be authorized to execute change orders not to exceed \$25,000". Add the following at the end of the paragraph: "Only Subcontractor's Company Officer shall be authorized to execute any documents associated with any modification or revision to this Subcontract or the Subcontract sum."
- 19 Special Conditions of Subcontract, Article 18: Delete the phrases "and acceptance of the Work" and "Subcontractor will be responsible for the Work until turnover to the Contractor."
- 20 Rider B of Subcontract, Section 6: After the phrase "shall retain ten percent (10%) of the" add the following "erection labor value only associated with each progress payment" and delete "entire Subcontract Sum".

**This Subcontract excludes the following:**

- 01 Detail 22/S9
- 02 Elevator guide rails, anchorage, sill angle
- 03 Testing & inspection fees
- 04 Steel shown on architectural drawings
- 05 Grout & grouting/temporary shoring/planking bracing/survey
- 06 Field paint & field measuring
- 07 Bolts for wood or other trades
- 08 Light gauge metal or attachment to light gauge
- 09 Masonry ties & anchors
- 10 Reinforcing steel & mesh
- 11 Gutters, scuppers, drains & downspouts
- 12 Access doors, vents & grilles
- 13 Expansion joint covers & louvers
- 14 All aluminum & stainless steel work
- 15 Trench drains
- 16 Grab bars & toilet accessories
- 17 Floor mats & thresholds
- 18 Roof scuttle
- 19 Dock bumpers
- 20 Flag poles & manhole covers
- 21 Downspout boots
- 22 Standing seam roof
- 23 Stair nosings
- 24 Teflon pads
- 25 Neoprene pads
- 26 Cast Iron
- 27 Loadmaster roof deck
- 28 Aluminum cladding
- 29 Skylights
- 30 Steel supports for kitchen equipment
- 31 Chain link fence
- 32 Wire mesh partitions
- 33 Mats and or Matting for access
- 34 Perimeter safety cable
- 35 Section 05400 - Light Gauge Metal Stud Framing
- 36 Details not cut on structural drawings
- 37 All rebar
- 38 Galvanizing of floor deck at fireproofed areas
- 39 All structural steel primer
- 40 Window lintels
- 41 Trash enclosure frames
- 42 Precast panel embeds
- 43 Asphaltic coatings on steel
- 44 Seals & calculations on connections & cap plates
- 45 Steel shown on MEP and site drawings
- 46 Glass &/or brass rails
- 47 Mop strips
- 48 Corner guards
- 49 Building plaques
- 50 Column covers
- 51 Floor hatches
- 52 Highway guardrail
- 53 Sump pans
- 54 Floor drains
- 55 Handicap signs & posts
- 56 Light pole bases & anchorage
- 57 Bike racks.

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

Description	Planned Start	Planned End	Planned Duration
Steel Erection			46 Business Days

**Schedule Notes**

1. All work to be performed in accordance with latest project schedule as distributed in weekly subcontractor meetings.
2. Maximum Contractor review & approval duration is 5 days.
3. Subcontractor's submittal start date shall be based on Subcontractor's timely receipt of the following from Contractor: all RFC drawings, approval returns, answers to RFIs and/or any other information necessary for Subcontractor to proceed with shop drawings. Submittals to commence two (2) weeks from the date of Subcontractor receipt of the above items, and to be substantially complete six (6) weeks from commencement. Fabrication will commence one (1) week after Subcontractors receipt of approved shop drawings. Fabrication to be substantially complete six (6) weeks from such commencement. Delivery shall commence four (4) weeks after Subcontractor's receipt of approved drawings.
4. Any revisions or modifications to the Project Schedule shall be mutually established and agreed to in writing between Contractor and Subcontractor.

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

**Subcontract Recap**

Sub-Job Number	Sub-Job Name	Name	Rate
10592.10	Energy Crossing Phase I - Site/Shell/GCs	Structural Steel Material & Erection	\$2,607,447.00
10592.10	Energy Crossing Phase I - Site/Shell/GCs	Toilet Partition Supports	\$4,871.00
10592.10	Energy Crossing Phase I - Site/Shell/GCs	Perimeter Safety Cable	\$22,733.00
10592.10	Energy Crossing Phase I - Site/Shell/GCs	Roof Drain Frames	\$1,732.00
10592.10	Energy Crossing Phase I - Site/Shell/GCs	Elevator Guide Rail Tube Supports	\$14,000.00
<b>Total</b>			<b>\$ 2,650,783.00</b>

**Subcontract Sum Breakdown**

Name	Account Code	Amount
Struct Steel Mat/Erect - Subcontract	10592.10-D20-05100.00-S	\$2,650,783.00
<b>Total</b>		<b>\$2,650,783.00</b>

**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
Detail 22/S9	\$28.00	Lineal Foot
Detailing	\$55.00	Hour
Field Labor: Foreman & Crane Operator	\$55.00	Hour
Field Labor: Iron Worker & Decking Crew	\$45.00	Hour
Pipe Bollard	\$195.00	Hour
Shop Labor	\$45.00	Hour

**5. Alternates.**

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

**Alternates**

N/A

Alternates

N/A

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

**Alternates Notes**

**END OF RIDER A**

## RIDER B

This Rider B is attached to and made a part of the Subcontract between OPUS West Construction Corporation and Postel Industries dated 11/21/2007. 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.

**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 C**

This Rider C is attached to and made a part of the Subcontract between **OPUS West Construction Corporation**, and **Postel Industries** dated 11/21/2007. 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<br>\$1,000,000 disease-policy limit<br>\$1,000,000 disease-each employee  |
| Commercial General Liability<br>(Electrical, HVAC, Plumbing, Fire Protection Sprinkler, Steel Erection, Elevator, Excavating, Roofing, Foundation and Curtain Wall Subcontractors) | \$5,000,000 each occurrence<br>\$5,000,000 products/completed operations aggregate<br>\$5,000,000 general aggregate (minimum \$2,000,000 per project) |
| Commercial General Liability<br>(All Other Subcontractors)   | \$2,000,000 each occurrence<br>\$2,000,000 products/completed operations aggregate<br>\$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<br>\$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 \$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**

## Exhibit "E"

### Amendment to Subcontract Between Contractor and Subcontractor Issued October 22, 2007

Contractor: *Opus West Construction Corporation*  
Subcontractor: *Postel Industries, Inc.*

Project: *Energy Crossing, Phase I*

The execution of the Subcontract for the above referenced Project between Contractor and Subcontractor shall be subject to the approval/acceptance by both Contractor and Subcontractor of this "**Amendment To Subcontract**". Furthermore, it is understood and agreed to by both Contractor and Subcontractor, that any items/language reflected herein shall amend the original items/language reflected in any Agreement including but not limited to the Prime Contract between Contractor and Owner, and shall therefore take precedence over the same.

**The above referenced Subcontract shall be Amended as follows:**

#### GENERAL CONDITIONS OF SUBCONTRACT

##### 4.11 Shop Drawings, product Data and Samples, and Field Measurements

4.11.1 **REVISE:** "(allowing a minimum of fourteen (14) days for Contractor's review)"

**TO:** "(allowing a maximum for Contractor's review and approval time of five (5) business days)" **CLARIFY:** Subcontractor's submittal start date shall be based on Subcontractor's timely receipt of the following from Contractor: all RFC Drawings, approval returns, answers to RFI's and/or any other information necessary for Subcontractor to proceed with shop drawings. Submittals to commence two (2) weeks from the date of Subcontractor's receipt of the above items, and to be substantially complete six (6) weeks from commencement. Fabrication will commence one (1) week after Subcontractor's receipt of approved shop drawings. Fabrication shall be substantially complete six (6) weeks from such commencement. Delivery shall commence four (4) weeks after Subcontractor's receipt of approved drawings.

4.11.5 **REFERENCE:** (amended 4.11.1 above)

4.11.6 **CLARIFY:** Field Measurements shall be performed by others and provided by Contractor to Subcontractor in a manner which will accommodate Subcontractor's submittal schedule requirements.

4.11.7 **REFERENCE:** (amended 4.11.1 above)

##### 4.13 Cutting and Patching of Work

4.13.1 **CLARIFY:** Subcontractor shall not be responsible for the protection of or damage to heat sensitive materials or surfaces sequenced ahead of Steel Erection operations.

4.13.2 **REFERENCE.** (amended 4.13.1 above)

4.14 Cleaning Up

- ✓ 4.14.1 **CLARIFY:** Contractor shall be responsible for the cleaning of any accumulating soil or mud due to site conditions.

6.2 Mutual Responsibility of Contractors

- ✓ 6.2.2 **CLARIFY:** Subcontractor shall not be responsible for the correctness or accuracy of the work of others. Subcontractor shall, "upon discovery", promptly report to Contractor any discrepancies or defects in such other work that render it unsuitable for proper execution of the Work and results, and shall not proceed further with such Work without a written directive to do so by Contractor.

6.2.4 **REFERENCE:** (amended 4.13.1 above)

7.3 Written Notice

- ✓ 7.3.1 **CLARIFY:** Any Notices Claims or Demands sent to Subcontractor from Contractor shall be addressed as follows:

Postel Industries, Inc.  
1602 Peachleaf St.  
Houston, TX 77039  
Fax No. (281) 372-0183  
Attn: Mike Postel, President  
Cc: Danny W. Lucas, Senior V.P. Operations

7.5 Performance Bond and Labor and Material Payment Bond

- ✓ 7.5.1 **CLARIFY:** Bond(s) are not required from Subcontractor for this Project

7.8 Tests

- ✓ 7.8.1 **REVISE:** "Subcontractor shall bear all costs of such inspections, tests or approvals unless otherwise provided in the Subcontract" **TO:** "Contractor or Owner shall bear all costs of such inspections, tests or approvals"

- ✓ 7.8.3 **REVISE:** "Required" **TO:** "Applicable"

7.13 Layout

- ✓ 7.13.1 **CLARIFY:** Contractor shall be responsible for providing east-west and north-south reference lines and benchmark.

8.2 Progress and Completion

- ✓ **GENERAL CLARIFICATION:** Subcontractor's commencement date for steel erection shall be subject to amended 4.11.1 above. Subcontractor shall be substantially complete with steel erection forty-six (46) business days from the date of such commencement.

Any revisions or modifications to the Project Schedule shall be mutually established and agreed to in writing between Contractor and Subcontractor.

### 9.3 Progress Payments

9.3.5 **CLARIFY:** Subcontractor shall be allowed to invoice for materials stored off-site

### 9.5 Payments Withheld

✓ 9.5.1 **REVISE AS NOTED:** "Contractor shall retain ten (10%) of the erection labor value associated with each progress payment. Contractor shall retain zero (0%) of the material value associated with each progress payment. All retention shall be invoiced and become payable upon Subcontractor's completion of the Work of this Subcontract."

**DELETE:** "Notwithstanding the above, Contractor may retain a sum equal to one hundred fifty percent (150%) of the estimated cost of completing any Punchlist items."

✓ 9.5.2 6. **REVISE TO:** "Reasonable indication that the Work will not be completed within the Subcontract Time (providing Subcontractor has not been delayed by others);"

### 10.2 Safety of Persons and Property

10.2.1 3. **REFERENCE:** (amended 4.13.1 above)

### 11.1 Subcontractor's Insurance

11.1.1 **CLARIFY:** Builders Risk Insurance shall be provided by Contractor or Owner.

## SUPPLEMENTAL GENERAL CONDITIONS OF SUBCONTRACT

ARTICLE 1. 1.3 through ARTICLE 13 13.3 **CLARIFY:** Article 1. 1.3 through Article 13 13.3 have not been provided to Subcontractor and therefore shall be omitted from this Subcontract.

## ARTICLE 4. SUBCONTRACTOR

### 4.2 Review of Subcontract Documents

✓ 4.2.2 **REFERENCE:** (General Conditions, amended 4.13.1 above) **REFERENCE:** (General Conditions, amended 4.11.1 above) **CLARIFY:** Subcontractor shall not be responsible for the locating, identifying or damage to any underground utilities, primary or secondary, regarding site conditions.

### 4.3 Supervision and Construction Procedures

✓ 4.3.3 **CLARIFY:** Subcontractor shall not be responsible for the removal or exhaust of welding fumes generated by its operations. Subcontractor shall not be responsible for the protection of or damage to existing heat sensitive materials or surfaces.

### 4.4 Labor, Materials and Design

4.4.2 Request for Substitutions

4.4.2.3 **REFERENCE:** (General Conditions, amended 4.11.1 above)

4.5 Warranties

**GENERAL CLARIFICATION:** Subcontractor shall warranty all materials and workmanship for a period of one (1) year from the date of substantial completion of the base building.

4.14 Cleaning Up

4.14.2 **REFERENCE:** (General Conditions, amended 4.14.1 above)

ARTICLE 6. SEPARATE CONTRACTS / WORK BY OTHERS

6.3 Coordination of Work

6.3.2 **REFERENCE:** (General Conditions, amended 6.2.2above)

6.3.3 **REFERENCE:** (General Conditions, amended 4.13.1 above)

6.3.7 **REFERENCE:** (General Conditions, amended 4.14.1 above)

ARTICLE 7. MISCELLANEOUS PROVISIONS

7.8 Tests

7.8.1 **REFERENCE:** (General Conditions, amended 7.8.1 above)

ARTICLE 8. TIME

8.2 Progress and Completion

8.2.9 **REFERENCE:** (General Conditions, amended 8.2 above)

ARTICLE 10. PROTECTION OF PERSONS AND PROPERTY

10.2 Safety of Persons and Property

10.2.8 **REFERENCE:** (amended 4.2.2 above)

SPECIAL CONDITIONS OF SUBCONTRACT

ARTICLE 6. TRAFFIC CONDITIONS

✓ **CLARIFY:** Contractor shall be responsible for providing and maintaining all adequate access to and from the Work under this Subcontract.

ARTICLE 8. CONCEALED CONDITIONS

**REFERENCE:** (Supplemental General Conditions, amended 4. . . above)

**ARTICLE 13. SUBCONTRACTOR'S STORAGE OF MATERIALS**

✓ **13.1 CLARIFY:** The provisions reflected herein are for coordination purposes only and shall, under no circumstance, be allowed to restrict, inhibit, or cause delay in the Subcontractor's Work.

**13.3 CLARIFY:** The Contractor shall be responsible for the security of any materials delivered to and stored on the jobsite.

**ARTICLE 14. WORKING HOURS**

✓ **CLARIFY:** Working Hours shall not be restricted to those reflected in this Article. Any changes to Work Hours shall, under no circumstance, be allowed to restrict, inhibit, or cause delay in the Subcontractor's Work.

**ARTICLE 16. PROJECT REPRESENTATIVE**

✓ **DELETE:** "be authorized to execute change orders not in excess of \$25,000.00"  
**CLARIFY:** Only Subcontractor's Company Officer shall be authorized to execute any documents associated with any modification or revision to this Subcontract or the Subcontract Sum.

**ARTICLE 18. PROTECTION OF THE WORK**

✓ **DELETE:** "and acceptance of the Work" **DELETE:** "Subcontractor will be responsible for the Work until turnover to the Contractor"

**RIDER B**

**Section 6. Payments Withheld**

✓ **REVISE AS NOTED:** "Contractor shall retain ten (10%) of the erection labor value associated with each progress payment. Contractor shall retain zero (0%) of the material value associated with each progress payment. All retention shall be invoiced and become payable upon Subcontractor's completion of the Work of this Subcontract."

**Section 7. Payment Bond**

**CLARIFY:** Bond(s) are not required from Subcontractor for this Project

✓ **Subcontract Inclusions:** Any items properly shown and sized on Structural Drawings which are not specifically excluded.

**ADD:** Subcontract Exclusions:

Detail 22/S9 ✓	Steel Shown on Architectural Drawings ✓
Elevator Guide Rails ✓	Grout & Grouting/Temporary Shoring/ ✓
Testing & Inspection Fees ✓	Planking Bracing/Survey ✓

Field Paint & Field Measuri. Survey ✓	Section 05400 -- Lig. Gauge Metal Stud Framing ✓
Bolts for Wood or Other Trades ✓	Details not Cut on Structural Drawings ✓
Light Gauge Metal or Attachment to Light Gauge ✓	All Rebar ✓
Masonry Ties & Anchors ✓	Galvanizing of Floor Deck @ Fireproofed Areas ✓
Reinforcing Steel & Mesh ✓	All Structural Steel Primer ✓
Gutters, Scuppers, Drains & Downspouts ✓	Window Lintels ✓
Access Doors, Vents & Grilles ✓	Elevator Guide Rails, Supports, Anchorage X
Expansion Joint Covers & Louvers ✓	Toilet Partition Supports X
All Aluminum & Stainless Steel Work ✓	Elevator Sill Angle ✓
Trench Drains ✓	Trash Enclosure Frames ✓
Grab Bars & Toilet Accessories ✓	Precast Panel Embeds ✓
Floor Mats & Thresholds ✓	Asphaltic Coatings on Steel ✓
Roof Scuttle ✓	Seals & Calculations on Connections & Cap Plates ✓
Dock Bumpers ✓	Steel Shown on MEP & Site Drawings ✓
Flag Poles & Manhole Covers ✓	Glass and/or Brass Rails ✓
Downspout Boots ✓	Mop Strips ✓
Standing Seam Roof ✓	Corner Guards ✓
Stair Nosings ✓	Bldg. Plaques ✓
Teflon Pads ✓	Column Covers ✓
Neoprene Pads ✓	Floor Hatches ✓
Cast Iron ✓	Highway Guardrail ✓
Loadmaster Roof Deck ✓	Sump Pans ✓
Aluminum Cladding ✓	Floor Drains ✓
Skylights ✓	Handicap Signs & Supports ✓
Steel Supports for Kitchen Equipment ✓	Light Pole Bases & Anchorage ✓
Chain Link Fence ✓	Embed Plate Layout for T.W. Panels
Wire Mesh Partitions ✓	Anchor Bolt setting tempates
Matts and/or Matting for Access ✓	Bike Racks ✓
Perimeter Safety Cable ✓	Roof Drain Frames X

**ADD:** Subcontract Amount: Two Million Six Hundred Seven Thousand Four Hundred Forty Seven Dollars and Zero Cents (\$2,607,447.00)

OPUS WEST CONSTRUCTION  
CORPORATION  
CONTRACTOR

POSTEL INDUSTRIES, INC.  
SUBCONTRACTOR

By \_\_\_\_\_  
Monek' Smith  
Project Manager

By \_\_\_\_\_  
Danny Lucas  
Senior V.P. Operations

Date \_\_\_\_\_

Date \_\_\_\_\_



OPUS West Construction Corporation  
SUBCONTRACT CHANGE ORDER

Change Order Date: 12/16/2008

Change Order #: 11

To Subcontract Agreement dated: 11/21/2007

Structural Steel

CON-10592.00-12

D20/05100

TO: Postel Industries  
1602A Peachleaf Street  
Houston, TX 77039

PROJECT: Energy Crossing Spec Office  
15021 Katy Freeway  
Houston, TX 77094

**CONTRACT FILE**

CHANGE DETAILS

Item	Description	Amount
1	Channels at rear entry of swing elevators	\$462.00
		<u>\$462.00</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
10592.10-B40-04880.00-S	\$11,925.00	\$0.00	\$11,925.00
10592.10-B40-05501.00-S	\$14,790.00	\$0.00	\$14,790.00
10592.10-D20-05100.00-S	\$2,874,463.00	\$0.00	\$2,874,463.00
10592.10-H10-11014.00-S	\$79,910.00	\$0.00	\$79,910.00
10592.10-M30-01998.00-S	\$0.00	\$0.00	\$0.00
10592.11-E10-05500.00-S	\$19,166.00	\$462.00	\$19,628.00
10592.11-L10-13660.00-S	\$108,555.00	\$0.00	\$108,555.00
	<u>\$3,108,809.00</u>	<u>\$462.00</u>	<u>\$3,109,271.00</u>

Original Contract Amount.....	\$2,650,783.00
Previously Approved Change Orders.....	\$458,026.00
Amount this Change Order.....	\$462.00
Contract Amount to Date.....	<u>\$3,109,271.00</u>

ACKNOWLEDGEMENT

Please sign and return all original copies

Postel Industries

OPUS West Construction Corporation

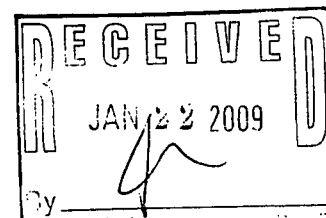
Danny W. Lucas  
Printed Name

1/2/09  
Date

Monek' Smith  
Printed Name

01.05.09  
Date

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





OPUS West Construction Corporation  
SUBCONTRACT CHANGE ORDER

Change Order Date: 10/30/2008

Change Order #: 10

To Subcontract Agreement dated: 11/21/2007

Structural Steel  
CON-10592.00-12

D20/05100

TO: Postel Industries  
1602A Peachleaf Street  
Houston, TX 77039

PROJECT: Energy Crossing Spec Office  
15021 Katy Freeway  
Houston, TX 77094

CHANGE DETAILS

Item	Description	Amount
1	12 Restroom countertop tube frames	\$7,157.00
2	Remove balance of safety cables & relocate elevator divider beams in swing elevator shaft	\$10,712.00
		<u>\$17,869.00</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
10592.10-B40-04880.00-S	\$11,925.00	\$0.00	\$11,925.00
10592.10-B40-05501.00-S	\$14,790.00	\$0.00	\$14,790.00
10592.10-D20-05100.00-S	\$2,856,594.00	\$17,869.00	\$2,874,463.00
10592.10-H10-11014.00-S	\$79,910.00	\$0.00	\$79,910.00
10592.10-M30-01998.00-S	\$0.00	\$0.00	\$0.00
10592.11-E10-05500.00-S	\$19,166.00	\$0.00	\$19,166.00
10592.11-L10-13660.00-S	\$108,555.00	\$0.00	\$108,555.00
	<u>\$3,090,940.00</u>	<u>\$17,869.00</u>	<u>\$3,108,809.00</u>

Original Contract Amount.....	\$2,650,783.00
Previously Approved Change Orders.....	\$440,157.00
Amount this Change Order.....	\$17,869.00
Contract Amount to Date.....	<u>\$3,108,809.00</u>

ACKNOWLEDGEMENT

Please sign and return all original copies

Postel Industries

Danny Lucas  
Printed Name

11/5/08  
Date

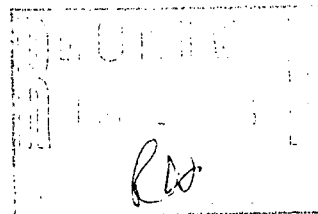
OPUS West Construction Corporation

Monek' Smith

Monek' Smith  
Printed Name

11.11.08  
Date

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





# CONTRACT FILE

Opus West Construction Corporation  
SUBCONTRACT CHANGE ORDER

07

Change Order Date: 10/14/2008  
Change Order #: 9  
To Subcontract Agreement dated: 11/21/2007

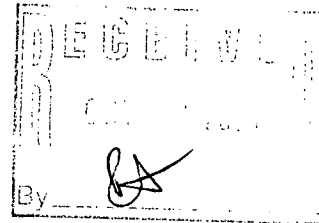
Structural Steel  
CON-10592.00-12  
D20/05100

TO: Postel Industries  
1602A Peachleaf Street  
Houston, TX 77039

PROJECT: Energy Crossing Spec Office  
15021 Katy Freeway  
Houston, TX 77094

## CHANGE DETAILS

Item	Description	Amount
1	Entry Canopy Corrections	\$16,000.00
2	Removal of Perimeter Cables	\$1,968.00
3	Cantilever Beam Extensions	\$3,719.00
4	Add Beams at Garage Elevator Shafts	\$1,943.00
5	Furnish & Erect Covered Walkway Steel - Sandblasted & Primed	\$108,555.00
		<b>\$132,185.00</b>



## 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
10592.10-B40-04880.00-S	\$11,925.00	\$0.00	\$11,925.00
10592.10-B40-05501.00-S	\$14,790.00	\$0.00	\$14,790.00
10592.10-D20-05100.00-S	\$2,834,907.00	\$21,687.00	\$2,856,594.00
10592.10-H10-11014.00-S	\$79,910.00	\$0.00	\$79,910.00
10592.10-M30-01998.00-S	\$0.00	\$0.00	\$0.00
10592.11-E10-05500.00-S	\$17,223.00	\$1,943.00	\$19,166.00
10592.11-L10-13660.00-S	\$0.00	\$108,555.00	\$108,555.00
	<b>\$2,958,755.00</b>	<b>\$132,185.00</b>	<b>\$3,090,940.00</b>

Original Contract Amount.....	\$2,650,783.00
Previously Approved Change Orders.....	\$307,972.00
Amount this Change Order.....	\$132,185.00
Contract Amount to Date.....	<b>\$3,090,940.00</b>

## ACKNOWLEDGEMENT

Please sign and return all original copies

Postel Industries

Opus West Construction Corporation

Danny Lucas  
Printed Name

10/20/08  
Date

Paul Lembke  
Printed Name

10/22/08  
Date

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



Opus West Construction Corporation  
SUBCONTRACT CHANGE ORDER

Change Order Date: 09/23/2008

Change Order #: 8

To Subcontract Agreement dated: 11/21/2007

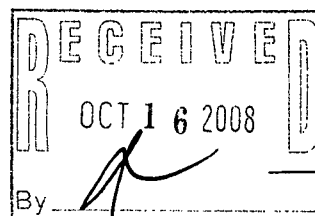
TO: Postel Industries  
1602A Peachleaf Street  
Houston, TX 77039

PROJECT: Energy Crossing Spec Office  
15021 Katy Freeway  
Houston, TX 77094

Structural Steel  
CON-10592.00-12  
D20705100  
**CONTRACT FILE**

**CHANGE DETAILS**

Item	Description
1	Building Elevator Hoist Beam Installation
2	Garage Elevator Beams & Hoist Beam Installation
3	Dumpster Enclosure Gates



Amount  
\$2,317.00  
\$17,223.00  
\$11,925.00  
**\$31,465.00**

**SCHEDULE**

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

**CONTRACT SUMMARY**

Cost Code	Previous Amount	This Change Order	Current Contract Amount
10592.10-B40-04880.00-S	\$0.00	\$11,925.00	\$11,925.00
10592.10-B40-05501.00-S	\$14,790.00	\$0.00	\$14,790.00
10592.10-D20-05100.00-S	\$2,832,590.00	\$2,317.00	\$2,834,907.00
10592.10-H10-11014.00-S	\$79,910.00	\$0.00	\$79,910.00
10592.10-M30-01998.00-S	\$0.00	\$0.00	\$0.00
10592.11-E10-05500.00-S	\$0.00	\$17,223.00	\$17,223.00
	<b>\$2,927,290.00</b>	<b>\$31,465.00</b>	<b>\$2,958,755.00</b>

Original Contract Amount.....	\$2,650,783.00
Previously Approved Change Orders.....	\$276,507.00
Amount this Change Order.....	\$31,465.00
<b>Contract Amount to Date.....</b>	<b>\$2,958,755.00</b>

**ACKNOWLEDGEMENT**

Please sign and return all original copies

Postel Industries

Danny Lucas  
Printed Name

10/9/08  
Date

Opus West Construction Corporation

Paul Lembke  
Printed Name

10/14/08  
Date

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



Opus West Construction Corporation  
SUBCONTRACT CHANGE ORDER

Change Order Date: 08/21/2008

Change Order #: 7

To Subcontract Agreement dated: 11/21/2007

Structural Steel

CON-10592.00-12

D20/05100

TO: Postel Industries  
1602A Peachleaf Street  
Houston, TX 77039

PROJECT: Energy Crossing Spec Office  
15021 Katy Freeway  
Houston, TX 77094

CHANGE DETAILS

Item	Description	Amount
1	Material Escalations & Storage	\$37,380.00
2	10 - Galvanized Removable Bollards - Material Only (Transformer Pad)	\$4,060.00
3	25 - 6" Pipe Bollards (6') - Material Only (Dumpster Enclosure & Garage)	\$9,810.00
4	4 - 6" Pipe Posts (10') - Material Only (Dumpster Enclosure Gate Posts)	\$920.00
		<u>\$52,170.00</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
10592.10-B40-05501.00-S	\$0.00	\$14,790.00	\$14,790.00
10592.10-D20-05100.00-S	\$2,795,210.00	\$37,380.00	\$2,832,590.00
10592.10-H10-11014.00-S	\$79,910.00	\$0.00	\$79,910.00
10592.10-M30-01998.00-S	\$0.00	\$0.00	\$0.00
		<u>\$52,170.00</u>	<u>\$2,927,290.00</u>

Original Contract Amount.....	\$2,650,783.00
Previously Approved Change Orders.....	\$224,337.00
Amount this Change Order.....	\$52,170.00
Contract Amount to Date.....	<u>\$2,927,290.00</u>

ACKNOWLEDGEMENT

Please sign and return all original copies

Postel Industries

Opus West Construction Corporation

Danny W. Lucas  
Printed Name

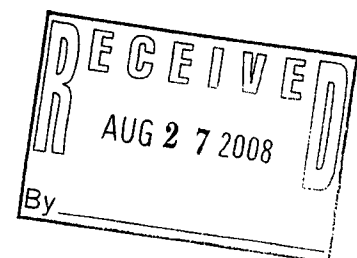
8/21/08  
Date

Paul Lembke  
Printed Name

8/25/08  
Date

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

CONTRACT FILE





RECEIVED 08/15/2008

Opus West Construction Corporation  
SUBCONTRACT CHANGE ORDER

CONTRACT FILE RECEIVED 08/15/2008

Opus West-Dallas

Change Order Date: 08/01/2008

Change Order #: 6

To Subcontract Agreement dated: 11/21/2007

TO: Postel Industries  
1602A Peachleaf Street  
Houston, TX 77039PROJECT: Energy Crossing Spec Office  
15021 Katy Freeway  
Houston, TX 77094Structural Steel  
CON-10592.00-12

D20/05100

## CHANGE DETAILS

Item	Description	Amount
1	Additional joist support	\$5,544.00
2	Additional Elevator Guide Rails & 2nd Mockup Panel Labor	\$3,518.00
		<u>\$9,062.00</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
10592.10-D20-05100.00-S	\$2,786,148.00	\$9,062.00	\$2,795,210.00
10592.10-H10-11014.00-S	\$79,910.00	\$0.00	\$79,910.00
10592.10-M30-01998.00-S	\$0.00	\$0.00	\$0.00
	<u>\$2,866,058.00</u>	<u>\$9,062.00</u>	<u>\$2,875,120.00</u>
Original Contract Amount.....			\$2,650,783.00
Previously Approved Change Orders.....			\$215,275.00
Amount this Change Order.....			\$9,062.00
Contract Amount to Date.....			<u>\$2,875,120.00</u>

## ACKNOWLEDGEMENT

Please sign and return all original copies

Postel Industries

Danny Lucas  
Printed Name8/8/08  
Date

Opus West Construction Corporation

Paul Lembke  
Printed Name8/12/08  
Date

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



Opus West Construction Corporation  
SUBCONTRACT CHANGE ORDER

Change Order Date: 07/22/2008

Change Order #: 5

To Subcontract Agreement dated: 11/21/2007

Structural Steel

CON-10592.00-12

D20/05100

TO: Postel Industries  
1602A Peachleaf Street  
Houston, TX 77039

PROJECT: Energy Crossing Spec Office  
15021 Katy Freeway  
Houston, TX 77094

CHANGE DETAILS

Item	Description	Amount
1	The attached CD of Project Drawings dated 4/21/08 & Project Specs dated 7/15/08 for Energy Crossing is hereby made a part of your subcontract agreement.	\$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
10592.10-D20-05100.00-S	\$2,786,148.00	\$0.00	\$2,786,148.00
10592.10-H10-11014.00-S	\$79,910.00	\$0.00	\$79,910.00
10592.10-M30-01998.00-S	\$0.00	\$0.00	\$0.00
	<u>\$2,866,058.00</u>	<u>\$0.00</u>	<u>\$2,866,058.00</u>

Original Contract Amount..... \$2,650,783.00  
Previously Approved Change Orders..... \$215,275.00  
Amount this Change Order..... \$0.00  
Contract Amount to Date..... \$2,866,058.00

ACKNOWLEDGEMENT

Please sign and return all original copies

Postel Industries

Opus West Construction Corporation

Danny W. Lucas

9/4/08

Printed Name

Date

Paul Lembke

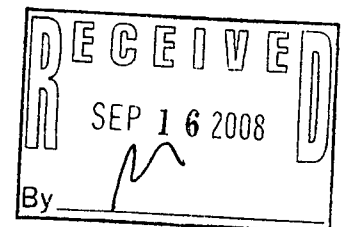
9/9/08

Printed Name

Date

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

Opus West-Dallas





Opus West Construction Corporation  
SUBCONTRACT CHANGE ORDER

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JUL 17 2008

Opus West-Dallas

Change Order Date: 07/14/2008

Change Order #: 4

To Subcontract Agreement dated: 11/21/2007

Structural Steel

CON-10592.00-12

D20/05100

TO: Postel Industries  
1602A Peachleaf Street  
Houston, TX 77039

PROJECT: Energy Crossing Spec Office  
15021 Katy Freeway  
Houston, TX 77094

CHANGE DETAILS

Item	Description	Amount
1	Fabricate and install 86 rooftop tieback anchors per SB-03; Includes all additional support; Excludes design and testing	\$79,910.00
		<u>\$79,910.00</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
10592.10-D20-05100.00-S	\$2,786,148.00	\$0.00	\$2,786,148.00
10592.10-H10-11014.00-S	\$0.00	\$79,910.00	\$79,910.00
	<u>\$2,786,148.00</u>	<u>\$79,910.00</u>	<u>\$2,866,058.00</u>

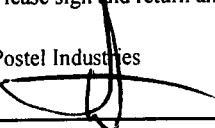
Original Contract Amount.....	\$2,650,783.00
Previously Approved Change Orders.....	\$135,365.00
Amount this Change Order.....	\$79,910.00
Contract Amount to Date.....	<u>\$2,866,058.00</u>

ACKNOWLEDGEMENT

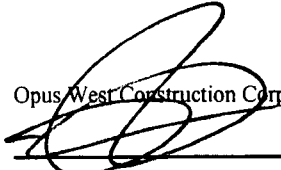
Please sign and return all original copies

Postel Industries

Opus West Construction Corporation

  
\_\_\_\_\_  
Danny Lucas  
Printed Name

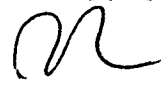
7/15/08  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Paul Lembke  
Printed Name

7/12/08  
\_\_\_\_\_  
Date

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

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JUL 21 2008  


RECEIVED

JUL 15 2008

112



Opus West Construction Corporation  
SUBCONTRACT CHANGE ORDER

Opus West-Dallas

Change Order Date: 07/01/2008

Change Order #: 3

To Subcontract Agreement dated: 11/21/2007

Structural Steel

CON-10592.00-12

D20/05100

TO: Postel Industries  
1602A Peachleaf Street  
Houston, TX 77039

PROJECT: Energy Crossing Spec Office  
15021 Katy Freeway  
Houston, TX 77094

CHANGE DETAILS

Item	Description	Amount
1	Additional Roof Pipe Support	\$33,088.00
2	Added Support for Penthouse Landing	\$544.00
		<u>\$33,632.00</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
10592.10-D20-05100.00-S	\$2,752,516.00	\$33,632.00	\$2,786,148.00
	<u>\$2,752,516.00</u>	<u>\$33,632.00</u>	<u>\$2,786,148.00</u>
Original Contract Amount.....			\$2,650,783.00
Previously Approved Change Orders.....			\$101,733.00
Amount this Change Order.....			\$33,632.00
Contract Amount to Date.....			<u>\$2,786,148.00</u>

ACKNOWLEDGEMENT

Please sign and return all original copies

Postel Industries

Opus West Construction Corporation

Danny W. Lucas  
Printed Name

7/7/08  
Date

Paul Lembke  
Printed Name

7/15/08  
Date

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

JUL 15 2008

112



Opus West Construction Corporation  
SUBCONTRACT CHANGE ORDER

Change Order Date: 04/09/2008

Change Order #: 2

To Subcontract Agreement dated: 11/21/2007

Structural Steel

CON-10592.00-12

D20/05100

TO: Postel Industries Inc  
1602A Peachleaf Street  
Houston, TX 77039

PROJECT: Energy Crossing Spec Office  
15021 Katy Freeway  
Houston, TX 77094

CHANGE DETAILS

Item	Description	Amount
3	Additional material & redetailing due to plan changes/revisions	\$61,480.00
4	Additional erection cost for additional material	\$9,625.00
5	Mock up - 3 angle/tube frames with 6 HSS braces, 6 base plates, 24 kwik bolts; includes erection of the frame/braces and precast panels	\$11,000.00
		<u>\$82,105.00</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
10592.10-D20-05100.00-S	\$2,670,411.00	\$82,105.00	\$2,752,516.00
	<u>\$2,670,411.00</u>	<u>\$82,105.00</u>	<u>\$2,752,516.00</u>
Original Contract Amount.....			\$2,650,783.00
Previously Approved Change Orders.....			\$19,628.00
Amount this Change Order.....			\$82,105.00
Contract Amount to Date.....			<u>\$2,752,516.00</u>

ACKNOWLEDGEMENT

Please sign and return all original copies

Postel Industries Inc

Opus West Construction Corporation

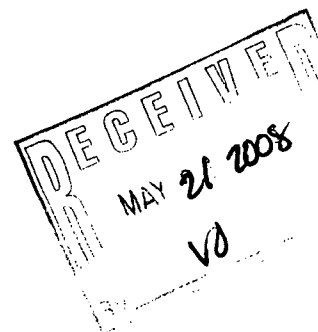
Danny W. Lucas  
Printed Name

4/16/08  
Date

Paul Lembke  
Printed Name

5/16/08  
Date

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





OPUS West Construction Corporation  
SUBCONTRACT CHANGE ORDER

Change Order Date: 01/09/2008  
Change Order #: 1  
To Subcontract Agreement dated: 11/21/2007

Structural Steel  
CON-10592.00-12  
D20/05100

TO: Postel Industries  
1602A Peachleaf Street  
Houston, TX 77039

PROJECT: Energy Crossing Spec Office  
15021 Katy Freeway  
Houston, TX 77094

CHANGE DETAILS

Item	Description	Amount
1	Final Drawing Revisions	\$19,628.00
		<u>\$19,628.00</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
10592.10-D20-05100.00-S	\$2,650,783.00	\$19,628.00	\$2,670,411.00
	<u>\$2,650,783.00</u>	<u>\$19,628.00</u>	<u>\$2,670,411.00</u>
Original Contract Amount.....			\$2,650,783.00
Previously Approved Change Orders.....			\$0.00
Amount this Change Order.....			\$19,628.00
Contract Amount to Date.....			<u>\$2,670,411.00</u>

ACKNOWLEDGEMENT

Please sign and return all original copies

Postel Industries

OPUS West Construction Corporation

Danny W. Lucas  
Printed Name

1/14/08  
Date

Paul Lembke  
Monck Smith  
Printed Name

1/17/08  
Date

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