

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

IN RE:)	Chapter 11
BUILDING MATERIALS HOLDING)	
CORPORATION, <i>et al.</i>,¹	)	Case No. 09-12074 (KJC)
)	
Debtors.	)	Jointly Administered
)	
	)	Ref. Docket No. 1020

**DEBTORS' OBJECTION TO PARKER DEVELOPMENT N.W. INC.'S MOTION
FOR LEAVE TO FILE A PROOF OF CLAIM AFTER THE BAR DATE**

Building Materials Holding Corporation and its affiliates, as debtors and debtors in possession (collectively, the "***Debtors***"), respectfully submit this Objection to the *Motion of Parker Development N.W. Inc. for Leave to File a Proof of Claim After the Bar Date* [Docket No. 1020] that was filed on November 30, 2009 (the "***Motion***"). In opposition to the Motion, the Debtors respectfully state as follows:

INTRODUCTION

1. Parker seeks leave to file a late claim, and lift the stay, so that it may join the Debtors as third party defendants in an Oregon state court matter that is currently scheduled for trial in less than one month. Aside from being severely prejudicial to the Debtors, the requested relief is inappropriate because Parker failed to file a timely claim in spite of the fact that it knew that it had potential claims against the Debtors prior to the Bar Date and, through counsel, had actual notice of these proceedings and the Bar Date.

¹ The Debtors, along with the last four digits of each Debtor's tax identification number, are as follows: Building Materials Holding Corporation (4269), BMC West Corporation (0454), SelectBuild Construction, Inc. (1340), SelectBuild Northern California, Inc. (7579), Illinois Framing, Inc. (4451), C Construction, Inc. (8206), TWF Construction, Inc. (3334), H.N.R. Framing Systems, Inc. (4329), SelectBuild Southern California, Inc. (9378), SelectBuild Nevada, Inc. (8912), SelectBuild Arizona, LLC (0036), and SelectBuild Illinois, LLC (0792). The mailing address for the Debtors is 720 Park Boulevard, Suite 200, Boise, Idaho 83712.

BACKGROUND

2. Parker was the developer and general contractor for the construction of certain homes located on NW Burnside Road, Gresham, Oregon commonly known as Covington Place Row Homes (the "**Project**"). Mot. ¶ 5. Subsequently, Parker was named as a defendant in an action filed on September 2, 2008 in Oregon state court which alleged that Parker was responsible for various defects in the construction of the Project (the "**State Court Action**"). *Id.*

3. On June 16, 2009 (the "**Petition Date**"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code (the "**Chapter 11 Cases**"). On June 25, 2009, The Garden City Group, Inc., the claims and noticing agent, mailed to Parker's counsel of record in the State Court Action the Debtors' *Notice of Commencement of Chapter 11 Bankruptcy Cases and Meeting of Creditors* (the "**Notice of Commencement**"). Decl. of Gregory B. Guarton ¶ 2 (attached hereto as **Exhibit A**). Thereafter, on July 1, 2009, the claims and noticing agent mailed to Parker's counsel the Debtors' *Notice of Hearing to Consider Approval of the Disclosure Statement for Joint Plan of Reorganization for the Debtors* (the "**Disclosure Statement Hearing Notice**"). *Id.* ¶ 3.

4. On July 16, 2009 the Court entered an *Order Pursuant to Sections 501, 502, and 1111(a) of the Bankruptcy Code, Bankruptcy Rules 2002 and 3003(c)(3), and Local Rule 2002-1(e) Establishing Bar Dates for Filing Proofs of Claim and Approving the Form and Manner of Notice Thereof* [Docket No. 248] establishing August 31, 2009 as the bar date (the "**Bar Date**") in the Chapter 11 Cases. On July 23, 2009 the claims and noticing agent mailed to Parker's counsel the *Notice of Entry of Bar Date Order Establishing Deadlines for Filing Proofs of Claim Against the Debtors (Including Claims Pursuant to Bankruptcy Code § 503(b)(9))* (the "**Bar Date Notice**"). Decl. of Gregory B. Guarton ¶ 4. The Debtors also published the Notice of

Commencement and Bar Date Notice in nine different publications. *See* Docket Nos. 146, 147, 148, 149, 153, 154, 167, 250, 312, 366, 367, 368, 411, 498, 499, 500, 501, and 524.

5. Parker acknowledges that it knew all along that the Debtors had provided building materials for the Project. Mot. ¶ 7; Decl. of Jeffrey Parker ¶ 4. However, Parker, the developer and general contractor, maintains that it did not know that the Debtors were responsible for providing framing services with respect to the Project until recently. *Id.* This assertion is refuted by documents that were provided by Parker. Jeffrey Parker himself signed an agreement on April 19, 2001 to have the Debtors "completely frame" certain units in the Project. *See* Decl. of Maureen Thomas, Attachment 1, Bates # Parker 02787-02789; *id.*, Attachment 2, Bates # Parker 02804-02806.² Moreover, even Parker acknowledges that in "the summer of 2009," and apparently in advance of the Bar Date, Parker "uncovered facts that indicated Debtors provided framing services in connection with the Project." *Id.* ¶ 9. Despite knowing that it might have a claim against the Debtors and having actual notice, through counsel, of the Chapter 11 Cases and the Bar Date, Parker filed no proof of claim in these cases before the Bar Date. *See* Decl. of Gregory B. Guarton ¶ 6.

6. Instead, well after the Bar Date, Parker filed its October 30, 2009 *Motion of Parker Development N.W., Inc. for Relief from the Automatic Stay* [Docket No. 813] (the "**Lift Stay Motion**") asking the Court to lift the automatic stay in the State Court Action so that Parker could join the Debtors in the litigation, which is currently scheduled to go to trial in less than one

² Parker produced the agreement in two halves, each buried in the middle of numerous other documents. However, the time stamp left on the documents by a fax machine shows that the two halves belong together because they were sent at the same time.

month.³ Even then, Parker failed to file a proof of claim or a motion to expand the Bar Date. Indeed, it was not until November 30, 2009, a full 13 weeks after the Bar Date—a period longer than the period prior to the Bar Date that the Debtors' other creditors were afforded to file proofs of claim—that Parker got around to filing its Motion to expand the bar date.

ARGUMENT

A. The Time for Filing Parker's Proof of Claim Should Not Be Extended Because Parker's Neglect in Failing to Timely File a Proof of Claim Is Not "Excusable"

7. The Supreme Court has held that a bar date may be expanded for a particular claimant in certain limited circumstances where the claimant's failure to file a timely proof of claim is the result of "excusable neglect." *Pioneer Investment Servs. Co. v. Brunswick Assocs.*, 507 U.S. 380, 395 (1993). According to the Court, the following factors are relevant in determining whether a claimant's failure is the result of "excusable neglect": "[T]he danger of prejudice to the debtor, the length of the delay and its potential impact on judicial proceedings, the reason for the delay, including whether it was within the reasonable control of the movant, and whether the movant acted in good faith." *Id.* "The burden of proving excusable neglect lies with the late-claimant." *Jones v. Chemetron Corp.*, 212 F.3d 199, 205 (3d Cir. 2000).

8. An extension of the Bar Date in this instance would be prejudicial to the Debtors and Parker's decision to wait until the day of the confirmation hearing to seek an expansion of

³ Parker's Lift Stay Motion states: "The trial in this matter is currently scheduled for January 11, 2009." Counsel for Parker has clarified that this was a typographical error and that the trial is, in fact, scheduled for January 2010. Parker's counsel has indicated orally that the trial may be adjourned, but as of the date hereof the Debtors have not received any notices that the trial date has been moved.

the Bar Date could have a deleterious effect on these Chapter 11 Cases.⁴ The State Court Action is currently scheduled for trial in less than one month. Although Parker's counsel has suggested that the trial may be adjourned for some brief period, Parker's belated request to file a late claim and lift the stay in order to drag the Debtors into litigation that is on the eve of trial, if granted, would plainly prejudice the Debtors. The Debtors have not been afforded the opportunity to participate in discovery and have obviously not been able to prepare an adequate defense.

9. The impact to the Debtors of being unable to adequately prepare a defense against this claim is particularly acute because the reorganized Debtors will be forced pay for a substantial portion of the defense costs and any judgment rendered against them out-of-pocket. The Debtors have insurance policies with Royal Insurance Company of America that are likely applicable to Parker's claims. *See* Decl. of Maureen Thomas, ¶6. The minimum deductible on these Royal insurance policies is \$100,000, and the Debtor's obligation to pay Royal that deductible is secured by a letter of credit issued by Wells Fargo Bank, N.A. If Royal draws upon the letter of credit, Wells Fargo will hold a secured claim where previously only Parker's unsecured claim existed. Anticipating just this result, the Debtors' plan of reorganization requires the Debtors to pay in full any claim that could result in a draw on a letter of credit. Thus, if the Debtors are forced to defend the State Court Action, at minimum they must pay the first \$100,000 of any related defense costs and/or judgment.

10. Allowing Parker's late claim may also prejudice the Debtors by negatively impacting these bankruptcy proceedings. The Third Circuit's discussion in the *American Classic Voyages* case is instructive on this point:

⁴ Parker filed its Motion a mere 10 days before the then-scheduled date of the confirmation hearing and originally sought to have its Motion heard after the confirmation hearing.

Applying the first and second *Pioneer* factors, we conclude that Debtors will be prejudiced by exposure to a late claim and that the length of the delay would have a substantial impact on the bankruptcy proceedings. [The late claim was filed] two days after Debtors filed their Joint Plan of Liquidation with the Bankruptcy Court. A policy that would allow proof of claims at that late date would have disrupted Debtors' reorganization.

Thousands of individual claims are outstanding against Debtors; the sheer scale presents a formidable problem of management. The strict bar date provided by the Bankruptcy Court was intended, in part, to facilitate the equitable and orderly intake of those claims. Debtors argue, with some persuasive effect, that, in view of the large number of post-bar date claims filed, allowing appellant to file late might 'render the bar order meaningless.' Debtors allege, upon information and belief, that other prospective claimants have filed late claims for a total value of almost \$ 5 million, and that counsel for both Debtors and the Official Committee of Unsecured Creditors continue to receive numerous inquiries from prospective claimants. In the context of this massive bankruptcy proceeding, [movant's] late claim would be prejudicial. (citations omitted)

In re Am. Classic Voyages Co., 405 F.3d 127, 133-34 (3d Cir. 2005).

11. Just like in *American Classic Voyages*, here thousands of individual claims are outstanding against the Debtors. See Decl. of Gregory B. Guarton ¶ 8. Just like in *American Classic Voyages*, the strict Bar Date here was intended, in part, to facilitate the equitable and orderly intake of those claims. Just like in *American Classic Voyages*, Parker's motion to expand the Bar Date was filed after the Debtors filed their plan of reorganization, and in this case after the Court approved the disclosure statement. And, just like in *American Classic Voyages*, a substantial number of post-bar date claims have been filed in this case—\$17.5 million in aggregate, more than three times the amount that had been filed in *American Classic Voyages*.⁵ *Id.* ¶ 10. Thus here, as in *American Classic Voyages*, a concern exists that allowing Parker to file late might "render the bar order meaningless" because other late filers will similarly argue that

⁵ Late-filed claims aggregating \$6,071,818.83 have already been expunged. This leaves more than \$11.5 million in late-filed claims outstanding against the Debtors.

their late claims should also be allowed.⁶ 405 F.3d at 133; *see also In re O'Brien Environ. Energy, Inc.*, 188 F.3d 116, 126 (3d Cir. 1999) (listing "whether allowing the claim would open the floodgates to other similar claims" as a factor in the *Pioneer* prejudice analysis). "In the context of this massive bankruptcy proceeding, [allowing Parker's] late claim would be prejudicial." *American Classic Voyages*, 405 F.3d at 133.

12. Moreover, the delay resulting from Parker's failure to file a timely proof of claim was entirely avoidable and within Parker's control. At the outset of these cases, Parker's counsel⁷ in the State Court Action received the Notice of Commencement and the Disclosure Statement Hearing Notice. *See* Decl. of Gregory Guarton ¶¶ 2-3. The Notice of Commencement apprised Parker of the fact that a bar date would be set and that "[c]reditors whose claims are not scheduled or whose claims are listed as disputed, contingent, or unliquidated as to amount and who desire to participate in these cases or share in any distribution must file a proof of claim." (emphasis added). Thereafter, Parker's counsel received the Bar Date Notice which notified Parker that "each person or entity holding or asserting a claim...against one or more of the Debtors that arose prior to the Petition Date must file a proof of claim so that it is actually

⁶ This is not the first effort in this case to expand the Bar Date. *See Weis Builders, Inc.'s Motion for Entry of an order Enlarging the Claims Bar Date* [Docket No.817]; *Motion Authorizing Class Proof of Claim or, In the Alternative, to Extend Time for Individual Class Members to File Proofs of Claim* [Docket No. 543]. Nor is it likely to be the last. Other similarly situated creditors have filed motions to lift the stay in spite of the fact that they failed to file a timely proof of claim. *See, e.g., Eric Thomas' Motion for Relief from the Automatic Stay* [Docket No. 745].

⁷ Notice to Parker's counsel was notice to Parker itself. *See, e.g., In re Grand Union Corp.*, 204 B.R. 864, 875 (Bankr. D. Del. 1997) ("[N]otice to the attorney [of the bar date] can be imputed to the client if the attorney is representing the client regarding a claim against the debtor.") (quoting *Linder v. Trump's Castle Assocs.*, 155 B.R. 102, 105 (D.N.J. 1993)); *see also Marcangelo v. Boardwalk Regency*, 47 F.3d 88, 90 (3d Cir. 1995) ("A 'party is deemed bound by the acts of his lawyer-agent and is considered to have notice of all facts, notice of which can be charged upon the attorney.'"); *In re Walker*, 149 B.R. 511, 516 (Bankr. N.D. Ill. 1992) (explaining that where "the creditors' attorneys—presumed experts in law—received the information . . . those creditors through their counsel were armed with presumed awareness of their rights and risks in bankruptcy").

received...on or before **August 31, 2009 at 5:00 p.m.**" (emphasis in original). *See* Decl. of Gregory Guarton ¶ 4.

13. Parker was a party to the State Court Action for nearly a year prior to the Bar Date. Parker admits that it knew all along that the Debtors had provided building materials for the Project. Mot. ¶ 7; Decl. of Jeffrey Parker ¶ 4. However, Parker claims that despite the fact that it was the developer and general contractor of the project, it did not know that the Debtors were involved in providing framing services for the Project until "the summer of 2009" when it "uncovered facts that indicated Debtors provided framing services in connection with the Project." Mot. ¶ 9; *see also* Decl. of Jeffrey Parker ¶ 5. This assertion is refuted by documents that were provided by Parker. Jeffrey Parker himself signed an agreement on April 19, 2001 to have the Debtors "completely frame" certain units in the Project. *See* Decl. of Maureen Thomas, Attachment 1, Bates # Parker 02787-02789; *id.*, Attachment 2, Bates # Parker 02804-02806. Nonetheless, even taking Parker at its word that although it was the general contractor and developer of the Project, it somehow did not know which entities performed the framing work on the Project (despite the fact that its principal, Jeffrey Parker, signed an agreement to have the Debtors perform framing work), it is clear that Parker was dilatory in seeking the discovery necessary to prosecute its third-party claims. Moreover, Parker apparently admits that it knew that it had potential claims against the Debtors in advance of the Bar Date, of which it had notice. Parker provides no explanation for why it waited from "the summer of 2009" when it allegedly first discovered that it may have a claim against the Debtors until the day before December to file a proof of claim or a motion to expand the bar date. This delay was entirely avoidable and within Parker's control. Delay in filing a proof of claim that was "entirely avoidable and within [the movant's] control," as is the case here, "strongly disfavors" the movant in seeking

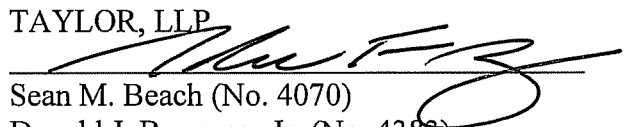
permission to file a late claim. *Am. Classic Voyages Co.*, 405 F.3d at 134 (3d Cir. 2005) (refusing to extend the bar date for a late-filed claim).

14. In these circumstances, Parker's neglect in failing to file a timely proof of claim is inexcusable.

WHEREFORE, the Debtors respectfully request that the Court enter an order denying the Motion in its entirety, and grant such other and further relief as the Court may deem just and proper.

Dated: Wilmington, Delaware
December 15, 2009

YOUNG CONAWAY STARGATT &
TAYLOR, LLP



Sean M. Beach (No. 4070)
Donald J. Bowman, Jr. (No. 4383)
Robert F. Poppiti, Jr. (No. 5052)
The Brandywine Building
1000 West St., 17th Floor
Wilmington, DE 19801
Telephone: 302.571.6600
Facsimile: 302.571.1253

---- and ----

GIBSON, DUNN & CRUTCHER LLP
Michael A. Rosenthal (admitted *pro hac vice*)
Matthew K. Kelsey (admitted *pro hac vice*)
Sae M. Muzumdar (admitted *pro hac vice*)
200 Park Ave, 47th Floor
New York, NY 10166-0193
Telephone: 212.351.4000
Facsimile: 212.351.4035

Aaron G. York (admitted *pro hac vice*)
Jeremy L. Graves (admitted *pro hac vice*)
2100 McKinney Ave, Suite 1100
Dallas, TX 75201-6911
Telephone: 214.698.3100
Facsimile: 214.571.2900

Attorneys for Debtors and Debtors in Possession

EXHIBIT A
Declaration of Gregory B. Guarton

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

IN RE:)	
	)	Chapter 11
BUILDING MATERIALS HOLDING)	
CORPORATION, <i>et al.</i>,¹	)	Case No. 09-12074 (KJC)
)	
Debtors.	)	Jointly Administered
)	
)	

DECLARATION OF GREGORY B. GUARTON

I, Gregory B. Guarton, declare and state as follows:

1. I am a Senior Consultant with The Garden City Group, Inc. ("**GCG**"), the claims and noticing agent in the above-captioned chapter 11 cases (the "**Chapter 11 Cases**").
2. On June 25, 2009, I caused the Debtors' Notice of Commencement of Chapter 11 Bankruptcy Cases and Meeting of Creditors (the "**Notice of Commencement**") to be mailed by first class U.S. mail to the following address:

Smith Freed et al
Attn: Heather McNamee
Re WA Circuit CO74687CV
111 SW 5th Ave, Suite 4300
Portland, OR 72404

A true and correct copy of the Notice of Commencement that was mailed to this address is attached hereto as ***Attachment 1***.

¹ The Debtors, along with the last four digits of each Debtor's tax identification number, are as follows: Building Materials Holding Corporation (4269), BMC West Corporation (0454), SelectBuild Construction, Inc. (1340), SelectBuild Northern California, Inc. (7579), Illinois Framing, Inc. (4451), C Construction, Inc. (8206), TWF Construction, Inc. (3334), H.N.R. Framing Systems, Inc. (4329), SelectBuild Southern California, Inc. (9378), SelectBuild Nevada, Inc. (8912), SelectBuild Arizona, LLC (0036), and SelectBuild Illinois, LLC (0792). The mailing address for the Debtors is 720 Park Boulevard, Suite 200, Boise, Idaho 83712.

3. On July 1, 2009, I caused the Debtors' Notice of Hearing to Consider Approval of the Disclosure Statement for Joint Plan of Reorganization for the Debtors (the "**Disclosure Statement Hearing Notice**") to be mailed by first class U.S. mail to the following address:

Smith Freed et al
Attn: Heather McNamee
Re WA Circuit CO74687CV
111 SW 5th Ave, Suite 4300
Portland, OR 72404

A true and correct copy of the Disclosure Statement Hearing Notice that was mailed to this address is attached hereto as **Attachment 2**.

4. On July 23, 2009, I caused the Debtors' Notice of Entry of Bar Date Order Establishing Deadlines for Filing Proofs of Claim Against the Debtors (Including Claims Pursuant to Bankruptcy Code § 503(b)(9)) (the "**Bar Date Notice**") to be mailed by first class U.S. mail to the following address:

Smith Freed et al
Attn: Heather McNamee
Re WA Circuit CO74687CV
111 SW 5th Ave, Suite 4300
Portland, OR 72404

A true and correct copy of the Bar Date Notice that was mailed to this address is attached hereto as **Attachment 3**.

5. As proofs of claim were received by GCG, GCG scanned each claim into a secure proprietary database maintained exclusively for these Chapter 11 Cases (the "**Database**"). When GCG received a proof of claim containing a GCG barcode, GCG's scanning equipment read the barcode and programmatically linked the claim to the appropriate Database record. When GCG received a proof of claim that did not contain a GCG barcode, a trained claims processor created a new Database record for that claim by data entering the claimant's

name, address and other contact information provided on the claim form. All proofs of claim (whether barcoded or not barcoded) were then fully reviewed and the details asserted thereon were entered into the Database.

6. I have reviewed the Database, and verified that, as of the date hereof, no proof of claim has been filed in the Chapter 11 Cases on behalf of Parker Development N.W.; Inc.; Smith Freed & Eberhard, PC; or Heather McNamee.

7. Moreover, as part of our customary practice, GCG tracks any mail that is returned to GCG as undeliverable. I have reviewed the Database and verified that, as of date hereof, no mail that GCG sent to Smith Freed et al at the address set forth in paragraph 2 including the Notice of Commencement, the Disclosure Statement Hearing Notice, and/or the Bar Date Notice was returned to GCG as undeliverable.

8. I have reviewed the Database, and verified that as of the date hereof, 2,827 proofs of claim have been filed in the Chapter 11 Cases.

9. I have reviewed the Database, and verified that as of the date hereof, 244 proofs of claim (other than claims received from government entities which are subject to the governmental bar date and proofs of claim amending claims that were originally received on or prior to August 31, 2009 at 5:00 p.m. Eastern Time) (the "*Late Claims*") have been received since the August 31, 2009 bar date.

10. I have reviewed the Database, and verified that as of the date hereof, the aggregate amount claimed in the Late Claims is \$17,591,048.12.

11. Pursuant to 28 U.S.C. section 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

Executed on December 14, 2009.

/s/ Gregory B. Guarton
Gregory B. Guarton

ATTACHMENT 1

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

IN RE:

**BUILDING MATERIALS HOLDING
CORPORATION, *et al.*,**

Debtors.

) **Chapter 11**

) **Case No. 09-12074 (KJC)**

) **Jointly Administered**

**NOTICE OF COMMENCEMENT OF CHAPTER 11 BANKRUPTCY
CASES AND MEETING OF CREDITORS**

On **June 16, 2009**, Building Materials Holding Corporation, and its wholly owned subsidiaries, the debtors and debtors in possession in the above-captioned cases (the “**Debtors**”), each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “**Bankruptcy Code**”). The Debtors, their addresses, case numbers and last four digits of their federal tax identification numbers are as follows:

DEBTORS (Other names, if any, used by the Debtors in the last 6 years)	ADDRESS	CASE NO.	EID No.
Building Materials Holding Corporation	720 Park Blvd. Suite 200 Boise, ID 83712	09-12074	4269
BMC West Corporation	720 Park Blvd. Suite 200 Boise, ID 83712	09-12075	0454
SelectBuild Construction Inc. (f/k/a BMC Construction, Inc.)	720 Park Blvd. Suite 200 Boise, ID 83712	09-12076	1340
SelectBuild Northern California, Inc.	720 Park Blvd. Suite 200 Boise, ID 83712	09-12077	7579
Illinois Framing, Inc.	720 Park Blvd. Suite 200 Boise, ID 83712	09-12078	4451
C Construction, Inc.	720 Park Blvd. Suite 200 Boise, ID 83712	09-12079	8206
TWF Construction, Inc.	720 Park Blvd. Suite 200 Boise, ID 83712	09-12080	3334
H.N.R. Framing Systems, Inc.	720 Park Blvd. Suite 200 Boise, ID 83712	09-12081	4329
SelectBuild Southern California, Inc. (f/k/a KBI Stucco, Inc.; SelectBuild, L.P., KBI Windows, Inc., SelectBuild Florida LLC, SelectBuild Distribution, Inc., SelectBuild Mid-Atlantic, LLC, SelectBuild Trim, LLC, SelectBuild Mechanical, LLC, A-1 Building Components, LLC)	720 Park Blvd. Suite 200 Boise, ID 83712	09-12082	9378

DEBTORS (Other names, if any, used by the Debtors in the last 6 years)	ADDRESS	CASE NO.	EID No.
SelectBuild Nevada, Inc.	720 Park Blvd. Suite 200 Boise, ID 83712	09-12083	8912
SelectBuild Arizona, LLC	720 Park Blvd. Suite 200 Boise, ID 83712	09-12084	0036
SelectBuild Illinois, LLC (f/k/a RCI Construction, LLC)	720 Park Blvd. Suite 200 Boise, ID 83712	09-12085	0792

DATE, TIME AND LOCATION OF MEETING OF CREDITORS. **JULY 17, 2009 AT 10:00 A.M. (PREVAILING EASTERN TIME)**, J. CALEB BOGGS FEDERAL BUILDING, 844 NORTH KING STREET, ROOM 5209, WILMINGTON, DELAWARE 19801.

MEETING OF CREDITORS. The Debtors' representative, as specified in Rule 9001(5) of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), is required to appear at the meeting of creditors on the date and at the place set forth above for the purpose of being examined under oath. Attendance by creditors at the meeting is welcomed, but not required. At the meeting, creditors may examine the Debtors and transact such other business as may properly come before the meeting. The meeting may be continued or adjourned from time-to-time by notice at the meeting, without further written notice to the creditors.

COMMENCEMENT OF CASES. A petition under chapter 11 of the Bankruptcy Code has been filed in the United States Bankruptcy Court for the District of Delaware (the "**Court**") by each of the Debtors, and orders for relief have been entered. Pursuant to that certain order entered by the Court, dated June 17, 2009 [Docket No. 52], the chapter 11 cases filed by each of the Debtors will be jointly administered under the following caption: In re Building Materials Holding Corporation *et al.*, Case No. 09-12074 (KJC). You will not receive notice of all documents filed in these cases. All documents filed with the Court, including lists of the Debtors' property and debts, are available for inspection at the Office of the Clerk of the Court (the "**Clerk's Office**"). In addition, such documents may be available at www.deb.uscourts.gov. A PACER password is needed to access these documents and can be obtained from the PACER Service Center at www.pacer.psc.uscourts.gov. In addition, such documents are available through the website of The Garden City Group, Inc., the claims agent in these cases, at www.bmhcrestructuring.com. Information regarding the cases is also available by phone at 1-866-364-4266.

DEADLINE TO FILE A PROOF OF CLAIM. Notice of this deadline will be sent by and through a separate notice.

NAME, ADDRESS AND TELEPHONE NUMBER OF TRUSTEE. None appointed to date.

COUNSEL FOR THE DEBTORS.

Michael A. Rosenthal, Esq.
Matthew K. Kelsey, Esq.
GIBSON, DUNN & CRUTCHER LLP
200 Park Avenue
New York, New York 10166-0193

Sean M. Beach, Esq.
Donald J. Bowman, Jr., Esq.
Robert F. Poppiti, Jr., Esq.
YOUNG CONAWAY STARGATT & TAYLOR, LLP
The Brandywine Building
1000 West Street, 17th Floor, P.O. Box 391
Wilmington, Delaware 19899-0391
Telephone: (302) 571-6731

PURPOSE OF CHAPTER 11 FILING. Chapter 11 of the Bankruptcy Code enables debtors to reorganize pursuant to a plan. A plan is not effective unless approved by the Court at a confirmation hearing. Creditors will be given notice concerning any

plan, or in the event these cases are dismissed or converted to another chapter of the Bankruptcy Code. The Debtors will remain in possession of their property and will continue to operate their businesses unless a trustee is appointed.

CREDITORS MAY NOT TAKE CERTAIN ACTIONS. A creditor is anyone to whom any of the Debtors owe money or property. Under the Bankruptcy Code, the Debtors are granted certain protections against creditors. Common examples of prohibited actions by creditors are contacting the Debtors to demand repayment, taking action against the Debtors to collect money owed to creditors or to take property of the Debtors, and starting or continuing foreclosure actions or repossessions. If unauthorized actions are taken by a creditor against the Debtors, the Court may penalize that creditor. A creditor who is considering taking action against the Debtors or the property of the Debtors should review section 362 of the Bankruptcy Code and may wish to seek legal advice. *The staff of the Clerk's Office is not permitted to give legal advice.*

CLAIMS. Schedules of creditors will be filed pursuant to Bankruptcy Rule 1007. Any creditor holding a scheduled claim, which is not listed as disputed, contingent, or unliquidated as to amount, may, but is not required to, file a proof of claim in these cases. Creditors whose claims are not scheduled or whose claims are listed as disputed, contingent, or unliquidated as to amount and who desire to participate in these cases or share in any distribution must file a proof of claim. A creditor who desires to rely on the schedules of creditors has the responsibility for determining that its claim is listed accurately. *Separate notice of the deadlines to file proofs of claim and proofs of claim forms will be provided to the Debtors' known creditors.* Proofs of claim forms also are available in the clerk's office of any United States Bankruptcy Court and from the Court's website at www.deb.uscourts.gov.

DISCHARGE OF DEBTS. Confirmation of a chapter 11 case may result in a discharge of debts, which may include all or part of your debt. See 11 U.S.C. § 1141(d). A discharge means that you may never try to collect the debt from the Debtors, except as provided in the plan.

For the Court: /s/ David D. Bird
Clerk of the United States Bankruptcy
Court for the District of Delaware

Dated: June 22, 2009

ATTACHMENT 2

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

IN RE:)	
	)	Chapter 11
BUILDING MATERIALS HOLDING CORPORATION, et al.,¹)	
	)	Case No. 09-12074 (KJC)
Debtors.)	
	)	Jointly Administered
)	
	)	Ref. Docket No. 19

**NOTICE OF HEARING TO CONSIDER APPROVAL OF THE DISCLOSURE
STATEMENT FOR JOINT PLAN OF REORGANIZATION FOR THE DEBTORS**

PLEASE TAKE NOTICE THAT on June 16, 2009, the above-captioned debtors (collectively, the "*Debtors*") filed with the United States Bankruptcy Court for the District of Delaware (the "*Court*") (a) the *Joint Plan of Reorganization for the Debtors Under Chapter 11 of the Bankruptcy Code* (as it may be amended or modified, the "*Plan*") and (b) the *Disclosure Statement With Respect to Joint Plan of Reorganization for the Debtors Under Chapter 11 of the Bankruptcy Code* (as it may be amended or modified, the "*Disclosure Statement*") pursuant to section 1125 of title 11 of the United States Code (the "*Bankruptcy Code*").

PLEASE TAKE FURTHER NOTICE THAT a hearing (the "*Disclosure Statement Hearing*") will be held before the Honorable Kevin J. Carey, Chief United States Bankruptcy Judge, at the Court, 824 Market Street, 6th Floor, Wilmington, Delaware 19801 on **July 29, 2009 at 10:00 a.m. (prevailing Eastern Time)** to consider the entry of an order, among other things, finding that the Disclosure Statement contains "adequate information" within the meaning of section 1125 of the Bankruptcy Code, approving the Disclosure Statement and establishing procedures for the solicitation and tabulation of votes to accept or reject the Plan. The Disclosure Statement may be amended or modified at or prior to the Disclosure Statement Hearing, and the Disclosure Statement Hearing may be adjourned from time to time without further notice, except for the announcement of the adjourned date(s) at the Disclosure Statement Hearing or any continued hearing(s).

PLEASE TAKE FURTHER NOTICE THAT objections, if any, to the approval of the Disclosure Statement must be in writing and must: (a) state the name and address of the objector or entity proposing a modification to the Disclosure Statement and the amount of its claim or nature of its interest in the Debtors' chapter 11 cases; (b) specify the basis and nature of any objection and set forth the proposed modification to the Disclosure Statement, together with suggested language; (c) be filed with the Clerk's Office, 824 N. Market Street, 3rd Floor, Wilmington, Delaware 19801 together with proof of service, **on or before 4:00 p.m. (prevailing Eastern Time) on July 22, 2009** (the "*Objection Deadline*"); and (d) be served, so as to be actually received on or before the Objection Deadline, upon (i) Gibson, Dunn & Crutcher LLP, 200 Park Ave, New York, New York 10166 (Attn: Michael A. Rosenthal and Matthew K. Kelsey) and Young Conaway Stargatt & Taylor, LLP, 1000 West Street, 17th Floor, P.O. Box 391, Wilmington, Delaware 19899-0391 (Attn: Sean M. Beach and Robert F. Poppiti, Jr.), counsel for the Debtors; (ii) Arent Fox LLP, 1050 Connecticut Ave, Washington, DC 20036-5339 (Attn: Christopher J. Giaimo and Katie A. Lane), counsel to the official committee of

¹ The Debtors, along with the last four digits of each Debtor's tax identification number, are as follows: Building Materials Holding Corporation (4269), BMC West Corporation (0454), SelectBuild Construction, Inc. (1340), SelectBuild Northern California, Inc. (7579), Illinois Framing, Inc. (4451), C Construction, Inc. (8206), TWF Construction, Inc. (3334), H.N.R. Framing Systems, Inc. (4329), SelectBuild Southern California, Inc. (9378), SelectBuild Nevada, Inc. (8912), SelectBuild Arizona, LLC (0036), and SelectBuild Illinois, LLC (0792). The mailing address for the Debtors is 720 Park Boulevard, Suite 200, Boise, Idaho 83712.

unsecured creditors appointed in these chapter 11 cases; (iii) Paul, Hastings, Janofsky & Walker LLP, 55 Second Street, 24th Floor, San Francisco, CA 94105 (Attn: Kevin Fisher and Seth Mennillo) and Richards, Layton & Finger, One Rodney Square, 920 North King Street, Wilmington, Delaware 19801 (Attn: Paul N. Heath), counsel for Wells Fargo Bank, N.A., as administrative agent under the Prepetition Credit Agreement and the DIP Facility (as defined in the Plan); and (iv) the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox #35, Wilmington, Delaware 19801 (Attn: Joseph J. McMahon).

PLEASE TAKE FURTHER NOTICE THAT if any objection to the Disclosure Statement is not filed and served as prescribed herein, the objecting party may be barred from objecting to the adequacy of the Disclosure Statement and may not be heard at the Disclosure Statement Hearing.

PLEASE TAKE FURTHER NOTICE THAT copies of the Plan and Disclosure Statement may be obtained by parties in interest free of charge on The Garden City Group, Inc.'s dedicated webpage related to these cases (www.bmlhcrestructuring.com). Copies of the Plan and Disclosure Statement are also available for inspection during regular business hours at the Clerk's Office, 824 N. Market Street, 3rd Floor, Wilmington, Delaware 19801. In addition, copies of the Plan and Disclosure Statement may be viewed on the Internet at the Court's website (<http://www.deb.uscourts.gov>) by following the directions for accessing the ECF system on such website.

PLEASE TAKE FURTHER NOTICE THAT this notice is not a solicitation of votes to accept or reject the Plan. Votes on the Plan may not be solicited unless and until the proposed Disclosure Statement is approved by an order of the Court. Following approval of the Disclosure Statement by the Court, holders of claims against, or interests in, the Debtors will receive a copy of the Disclosure Statement, the Plan and various documents related thereto, unless otherwise ordered by the Court.

Para obtener una versión en español de esta notificación, por favor contactar a The Garden City Group en el telefono (866) 364-4266.

Dated: Wilmington, Delaware
June 30, 2009

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Sean M. Beach

Sean M. Beach (No. 4070)
Donald J. Bowman, Jr. (No. 4383)
Robert F. Poppiti, Jr. (No. 5052)
The Brandywine Building
1000 West Street, 17th Floor
Wilmington, DE 19801
Telephone: 302.571.6731
Facsimile: 302.571.1253

---and---

GIBSON, DUNN & CRUTCHER LLP
Michael A. Rosenthal (admitted *pro hac vice*)
Matthew K. Kelsey (admitted *pro hac vice*)
200 Park Avenue, 47th Floor
New York, NY 10166-0193
Telephone: 212.351.4000
Facsimile: 212.351.4035

PROPOSED ATTORNEYS FOR DEBTORS AND
DEBTORS IN POSSESSION

ATTACHMENT 3

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

IN RE:)	Chapter 11
BUILDING MATERIALS HOLDING	)	Case No. 09-12074 (KJC)
CORPORATION, <i>et al.</i> , ¹	)	Jointly Administered
Debtors.	)	Ref. Docket No. 248
)	

Para obtener una versión en español de esta notificación, por favor contactar a The Garden City Group en el telefono (866) 364-4266.

NOTICE OF ENTRY OF BAR DATE ORDER ESTABLISHING
DEADLINES FOR FILING PROOFS OF CLAIM AGAINST THE DEBTORS
(INCLUDING CLAIMS PURSUANT TO BANKRUPTCY CODE § 503(b)(9))

PLEASE TAKE NOTICE THAT:

The United States Bankruptcy Court for the District of Delaware (the "*Bankruptcy Court*") has entered an order [Docket No. 248] (the "*Bar Date Order*") establishing deadlines to file proofs of claim for all claims (as defined below), including claims pursuant to section 503(b)(9) (a "*503(b)(9) Claim*") of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "*Bankruptcy Code*") against the above-captioned debtors and debtors-in-possession (collectively, the "*Debtors*") that arose prior to June 16, 2009 (the "*Petition Date*").

You should not file a proof of claim if you do not have a claim against the Debtors. The fact that you received this notice (the "*Notice*") does not necessarily mean that you have a claim or that either the Debtors or the Bankruptcy Court believe that you have a claim.

Pursuant to the terms of the Bar Date Order, and except as otherwise provided herein, each person or entity² (including, without limitation, each individual, partnership, joint venture, corporation, limited liability company, estate, trust, or governmental unit³) that holds or asserts a claim against any of the Debtors must file a proof of claim with original signature, substantially conforming to the proof of claim form enclosed herewith, so that it is actually received by The Garden City Group, Inc. ("*GCG*"), the approved Bankruptcy Court claims and noticing agent in these chapter 11 cases (the "*Chapter 11 Cases*"), on or before the applicable bar date set forth below. Proofs of claim sent by *first-class mail* must be sent to the following address:

The Garden City Group, Inc.
Attn: Building Materials Holding Corporation
P.O. Box 9393
Dublin, OH 43017-4293

¹ The Debtors, along with the last four digits of each Debtor's tax identification number, and chapter 11 case number, are as follows: Building Materials Holding Corporation (4269) Case No. 09-12074, BMC West Corporation (0454) Case No. 09-12075, SelectBuild Construction, Inc. (1340) Case No. 09-12076, SelectBuild Northern California, Inc. (7579) Case No. 09-12077, Illinois Framing, Inc. (4451) Case No. 09-12078, C Construction, Inc. (8206) Case No. 09-12079, TWF Construction, Inc. (3334) Case No. 09-12080, H.N.R. Framing Systems, Inc. (4329) Case No. 09-12081, SelectBuild Southern California, Inc. (9378) Case No. 09-12082, SelectBuild Nevada, Inc. (8912) Case No. 09-12083, SelectBuild Arizona, LLC (0036) Case No. 09-12084, and SelectBuild Illinois, LLC (0792) Case No. 09-12085. The mailing address for the Debtors is 720 Park Boulevard, Suite 200, Boise, Idaho 83712.

² "Entity" has the meaning given to it in section 101(15) of the Bankruptcy Code.

³ "Governmental Unit" has the meaning given to it in section 101(27) of the Bankruptcy Code.

Proofs of claim sent by *messenger* or *overnight courier* must be sent to the following address:

The Garden City Group, Inc.
Attn: Building Materials Holding Corporation
5151 Blazer Parkway, Suite A
Dublin, OH 43017

To be properly filed, a proof of claim must be filed in the bankruptcy case of the specific Debtor against which the claimant holds or asserts a claim. For example, if a claimant holds or asserts a claim against SelectBuild Arizona, LLC, the proof of claim must be filed against SelectBuild Arizona, LLC in case number 09-12084. If a claimant wishes to assert a claim against more than one Debtor, separate proof of claim forms must be filed against each applicable Debtor. A complete list of Debtors with corresponding case numbers is set forth in footnote 1 of this Notice.

Proofs of claim will be deemed timely filed only if *actually received* by GCG on or before the bar date applicable to such claim. Further, GCG will not accept proofs of claim sent by facsimile, telecopy, e-mail, or other electronic submission, and such claims will not be deemed to be properly filed claims.

General Bar Date. Except as otherwise provided herein, each person or entity holding or asserting a claim (including a 503(b)(9) Claim) against one or more of the Debtors that arose prior to the Petition Date must file a proof of claim so that it is actually received by GCG on or before **August 31, 2009 at 5:00 p.m.** (prevailing Eastern Time) (the "**General Bar Date**").

Governmental Unit Bar Date. Each governmental unit holding or asserting a claim against one or more of the Debtors that arose prior to the Petition Date must file a proof of claim so that it is actually received by GCG on or before **December 16, 2009 at 5:00 p.m.** (prevailing Eastern Time) (the "**Governmental Bar Date**").

Amended Schedules Bar Date. If, on or after the date on which the Debtors serve this Notice, the Debtors amend or supplement their schedules of assets and liabilities, list of equity holders, and statements of financial affairs (collectively, the "**Schedules**") (i) to reduce the undisputed, noncontingent, and liquidated amount of a claim, (ii) to change the nature or characterization of a claim or the Debtor against whom the claim is scheduled, or (iii) to add a new claim to the Schedules, the affected claimant is required to file a proof of claim or amend any previously filed proof of claim in respect of the amended scheduled claim so that the proof of claim is actually received by GCG on or before the later of (x) the General Bar Date or (y) 30 days after the claimant is served with notice of the applicable amendment or supplement to the Schedules.

Rejection Bar Date. A proof of claim relating to a Debtor's rejection of an executory contract or unexpired lease pursuant to a Bankruptcy Court order entered prior to the applicable Debtor's plan of reorganization must be filed so that it is actually received by GCG on or before the later of (i) the General Bar Date or (ii) 30 days after the effective date of such Bankruptcy Court order.

For purposes of the Bar Date Order and this Notice, the term "claim" means (i) any right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or (ii) any right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured as of the Petition Date.

For purposes of the Bar Date Order and this Notice, a "503(b)(9) Claim" is a claim for the value of any goods received by the Debtors within 20 days prior to the Petition Date in which the goods have been sold to the Debtors in the ordinary course of the Debtors' business.

The following persons and entities need **NOT** file a proof of claim:

- a. any person or entity that has already properly filed a proof of claim against the applicable Debtor(s) with either GCG or the Clerk of the Court for the Bankruptcy Court;
- b. any person or entity (i) whose claim is listed in the Debtors' Schedules or any amendments thereto, *and* (ii) whose claim is not described therein as "disputed," "contingent," or "unliquidated," *and* (iii) who does not dispute the amount or characterization of its claim (including that the claim is an

obligation of the specific Debtor against which the claim is listed in the Schedules) as set forth in the Schedules;⁴

- c. professionals retained by the Debtors or the Official Committee of Unsecured Creditors pursuant to orders of the Bankruptcy Court who assert administrative claims for fees and expenses subject to the Bankruptcy Court's approval pursuant to sections 330, 331, and 503(b) of the Bankruptcy Code;
- d. any person or entity that asserts an administrative expense claim against the Debtors pursuant to section 503(b) of the Bankruptcy Code; *provided, however*, that, any person or entity that has a 503(b)(9) Claim must file a proof of claim on or before the General Bar Date;
- e. any Debtor asserting a claim against another Debtor; and
- f. any person or entity whose claim against the Debtors has been allowed by an order of the Bankruptcy Court entered on or before the General Bar Date.

Any person or entity (including, without limitation, any individual, partnership, joint venture, corporation, limited liability company, estate, trust or governmental unit) holding an interest in the Debtors (an "Interest Holder"), which interest is based exclusively upon the ownership of common or preferred stock in the corporation or warrants or rights to purchase, sell or subscribe to such a security (any such security being referred to in this Notice as an "Interest"), need not file a proof of interest on or before the General Bar Date; provided, however, that Interest Holders who wish to assert claims against the Debtors that arise out of or relate to the ownership or purchase of an Interest, including claims arising out of or relating to the sale, issuance or distribution of such Interest, must file proofs of claim on or before the General Bar Date (or, in the case of a governmental unit, the Governmental Bar Date), unless another exception identified in the Bar Date Order applies.

Pursuant to Rule 3003(c)(2) of the Federal Rules of Bankruptcy Procedure, any person or entity (including, without limitation, any individual, partnership, joint venture, corporation, limited liability company, estate, trust or governmental unit) that is required to file a timely proof of claim in the form and manner specified by the Bar Date Order and this Notice and that fails to do so on or before the bar date applicable to such claim shall not be treated as a creditor of the Debtors for the purposes of voting upon, or receiving distributions under, any plan of reorganization in the Chapter 11 Cases in respect of that claim.

The Debtors reserve the right to (a) dispute, or to assert offsets or defenses against, any claim filed or any claim listed or reflected in the Schedules as to nature, amount, liability, classification, or otherwise; and (b) subsequently designate any claim as disputed, contingent, or unliquidated. Nothing contained in this Notice shall preclude the Debtors from objecting to any filed claim on any grounds.

Acts or omissions of the Debtors, if any, that occurred prior to the Petition Date, including acts or omissions related to any indemnity agreements, guarantees, or services provided to or rendered by the Debtors, may give rise to claims against the Debtors notwithstanding the fact that such claims (or any injuries on which they are based) may be contingent or may not have matured or become fixed or liquidated prior to the Petition Date. Therefore, any person or entity that holds or asserts a claim or a potential claim against the Debtors, no matter how remote or contingent, must file a proof of claim on or before the General Bar Date.

You may be listed as the holder of a claim against the Debtors in the Schedules. If you hold or assert a claim that is not listed in the Schedules or if you disagree with the amount or priority of your claim as listed in the Schedules, or your claim is listed in the Schedules as "contingent," "unliquidated," or "disputed," you must file a proof of claim. Copies of the Schedules and the Bar Date Order are available for inspection during regular business hours at the office of the Clerk of the Court for the United States Bankruptcy Court for the District of Delaware, 3rd Floor, 824 Market Street, Wilmington, Delaware 19801. In addition, copies of the Debtors' Schedules and Bar Date Order may be obtained for a charge through Delaware Document Retrieval, 2 East 7th Street, 2nd Floor, Wilmington, Delaware 19801; or viewed and downloaded free of

⁴ If the administrative agent under the Debtors' Second Amended and Restated Credit Agreement, dated as of November 10, 2006 (the "*Prepetition Credit Agreement*") disputes the scheduled amount of claims thereunder, the administrative agent may file a proof of claim on behalf of all such lenders.

charge on GCG's dedicated website for the Chapter 11 Cases (www.bmhcrestructuring.com); or viewed and downloaded for a fee at the Bankruptcy Court's website (<http://www.deb.uscourts.gov/>) by following the directions for accessing the ECF system on such website. Information relating to the Debtors' restructuring, including all documents referenced in this Notice, can be viewed at www.bmhcrestructuring.com.

Questions concerning the contents of this Notice and requests for proofs of claim should be directed to GCG at 1-866-364-4266. Please note that GCG's staff is not permitted to give legal advice. You should consult your own attorney for assistance regarding any other inquiries, such as questions concerning the completion or filing of a proof of claim.

Dated: Wilmington, Delaware
July 23, 2009

BY ORDER OF THE HONORABLE KEVIN J. CAREY
CHIEF UNITED STATES BANKRUPTCY JUDGE

GIBSON, DUNN & CRUTCHER LLP
Michael A. Rosenthal (admitted *pro hac vice*)
Matthew K. Kelsey (admitted *pro hac vice*)
200 Park Ave, 47th Floor
New York, NY 10166-0193
Telephone: 212.351.4000
Facsimile: 212.351.4035

---- and ----

YOUNG CONAWAY STARGATT & TAYLOR, LLP
Sean M. Beach (No. 4070)
Donald J. Bowman, Jr. (No. 4383)
Robert F. Poppiti, Jr. (No. 5052)
The Brandywine Building
1000 West St., 17th Floor
Wilmington, DE 19801
Telephone: 302.571.6731
Facsimile: 302.571.1253

ATTORNEYS FOR DEBTORS AND DEBTORS IN POSSESSION

EXHIBIT B
Declaration of Maureen Thomas

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

IN RE:	)	Chapter 11
)	
BUILDING MATERIALS HOLDING	)	Case No. 09-12074 (KJC)
CORPORATION, <i>et al.</i>,¹)	
	)	Jointly Administered
Debtors.)	
	)	Ref. Docket No. 1020
)	
)	

DECLARATION OF MAUREEN THOMAS

I, Maureen Thomas, declare and state as follows:

1. I am an in-house attorney for Building Materials Holding Corporation and its affiliated Debtors in the above-captioned chapter 11 cases (the "***Chapter 11 Cases***"). I have been so employed by the Debtors since 2004.

2. I am over 18 years of age and am competent to make this declaration.

3. BMC West Corporation ("***BMC***") apparently entered into an agreement with Parker Development N.W., Inc. ("***Parker***") to provide materials and framing services in connection with the construction of certain homes located on NW Burnside Road, Gresham, Oregon, commonly known as Covington Place Row Homes (the "***Project***").

4. In the fall of 2009, I received from Cross & Simon, LLC, ("***Cross & Simon***") Delaware counsel for Parker, the documents attached hereto as ***Attachment 1***.

¹ The Debtors, along with the last four digits of each Debtor's tax identification number, are as follows: Building Materials Holding Corporation (4269), BMC West Corporation (0454), SelectBuild Construction, Inc. (1340), SelectBuild Northern California, Inc. (7579), Illinois Framing, Inc. (4451), C Construction, Inc. (8206), TWF Construction, Inc. (3334), H.N.R. Framing Systems, Inc. (4329), SelectBuild Southern California, Inc. (9378), SelectBuild Nevada, Inc. (8912), SelectBuild Arizona, LLC (0036), and SelectBuild Illinois, LLC (0792). The mailing address for the Debtors is 720 Park Boulevard, Suite 200, Boise, Idaho 83712.

5. In the fall of 2009, I received from Cross & Simon the documents attached hereto as *Attachment 2*.

6. I believe one of three insurance policies issued by Royal Insurance Company of America ("*Royal*") is applicable to any work performed by the Debtors on the Project. Each of the Royal policies has a substantial deductible, with the lowest deductible being \$100,000. Further, the Debtor's obligation to pay the deductible is secured by a letter of credit issued by Wells Fargo Bank, N.A.

7. Pursuant to 28 U.S.C. section 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed on December 15, 2009.

s/ Maureen Thomas
Maureen Thomas

ATTACHMENT 1

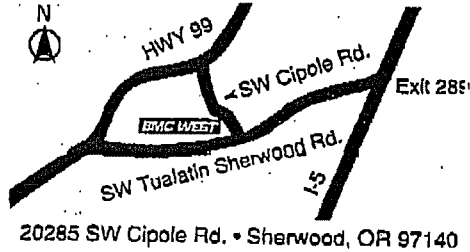
BMC WEST
BUILDING MATERIALS
503/925-WOOD 503/925-TRUS

Oregon
Sash & Door
503/925-TRIM

Mark Jackson
Sales Manager

20285 SW Cipole Rd.
P.O. Box 1349
Sherwood, OR 97140

Direct: 503/825-4525
Fax: 503/825-4613
Mobile: 503/804-4259
E-mail: jackson@bmcwest.com



SHERWOOD

20285 SW CIPOLE RD.

DIRECT 825-4525

SHERWOOD, OR 97140

CELL 804-4259

PH. 925-9663

FAX 825-4613

To: JEFF PARKER

From: MARK JACKSON

Fax: 503-742-1943

Date: 4-19-01

Phone:

Pages: 14

Re:

CC:

☐ Urgent

☐ For Review

☐ Please Comment

☐ Please Reply

☐ Please Recycle

•Comments:

503-804-4259

PARKER 02782



VAN SCHMITT, PROJECT MANAGER
OFFICE# 825-4537

TURN KEY FRAMING COST BREAKDOWN

DATE: 4/19/01

DED:

CUSTOMER INFO:

TYPE OF QUOTE:

<u>CUSTOMER'S NAME:</u>	PARKER DEVELOPMENT	<input checked="" type="checkbox"/>	<u>FRAMING MATERIAL & LABOR</u>
<u>ADDRESS:</u>			<u>WINDOWS</u>
<u>CONTACT NAME:</u>			<u>SIDING MATERIAL & LABOR</u>
<u>CONTACT'S OFFICE#</u>		<input checked="" type="checkbox"/>	<u>INSTALLED EXT. DECK'S JOISTS</u>
<u>MOBILE#</u>			<u>INSTALLED GUTTERS</u>

PROJECT INFO:

TOTAL SQ.FT.

1684

DESIGNER ANDERSON ARCHITECT
PLAN# COVINGTON PLACE ROWHOUSES
JOB# OR NAME
SHIPPING AREA
APPROX. STARTING DATE OF JOB

SQ. FOOTAGE BREAKDOWN

UNIT #A LOT#17
MAIN FL 712
2ND FL 972
TOTAL 1684

MATERIAL & LABOR COST BREAK-DOWN

<u>DISCRIPTION</u>	<u>BUDGETED</u>	<u>\$PER SQ.FT.</u>
FRAMING MATERIAL		
FRAMING LABOR		
TRUSSES		
HOLD DOWNS	\$ 17,500.00	\$10.39
TRELLIS MATERIAL		
DECK JOISTS		
SIDING MATERIAL	NOT INCLUDED	
SIDING LABOR	NOT INCLUDED	
WINDOWS	NOT INCLUDED	
EXT. DECK & STAIRS	NOT INCLUDED	
PONYWALL MATERIAL	NOT INCLUDED	
PONYWALL LABOR	NOT INCLUDED	
TOTALS	\$ 17,500.00	\$10.39

PARKER 02783



VAN SCHMITT, PROJECT MANAGER
OFFICE# 825-4537

TODAY'S DATE: 4/19/01

DATE NEEDED:

TURN KEY FRAMING COST BREAKDOWN

CUSTOMER INFO:

TYPE OF QUOTE:

CUSTOMER'S NAME: PARKER DEVELOPMENT ☒ FRAMING MATERIAL & LABOR
ADDRESS: ☐ WINDOWS
CONTACT NAME: ☐ SIDING MATERIAL & LABOR
CONTACT'S OFFICE# ☒ INSTALLED EXT. DECKS JOISTS
MOBILE# ☐ INSTALLED GUTTERS

PROJECT INFO:

TOTAL SQ.FT.

1672

DESIGNER ANDERSON ARCHITECT
PLAN# COVINGTON PLACE ROWHOUSES
JOB# OR NAME
SHIPPING AREA
APPROX. STARTING DATE OF JOB

SQ. FOOTAGE BREAKDOWN

UNIT #B LOT#16
MAIN FL 732
2ND FL 940
TOTAL 1672

MATERIAL & LABOR COST BREAK-DOWN

<u>DISCRIPTION</u>	<u>BUDGETED</u>	<u>\$PER SQ.FT.</u>
FRAMING MATERIAL	\$ 17,500.00	\$10.47
FRAMING LABOR		
TRUSSES		
HOLD DOWNS		
TRELLIS MATERIAL		
DECK JOISTS		
SIDING MATERIAL	NOT INCLUDED	
SIDING LABOR	NOT INCLUDED	
WINDOWS	NOT INCLUDED	
EXT. DECK & STAIRS	NOT INCLUDED	
PONYWALL MATERIAL	NOT INCLUDED	
PONYWALL LABOR	NOT INCLUDED	
TOTALS	\$ 17,500.00	\$10.47

PARKER 02784



VAN SCHMITT, PROJECT MANAGER
OFFICE# 825-4537

TODAY'S DATE:

4/19/01

DATE NEEDED:

TURN KEY FRAMING COST BREAKDOWN

CUSTOMER INFO:TYPE OF QUOTE:

<u>CUSTOMER'S NAME:</u>	<u>PARKER DEVELOPMENT</u>	<input checked="" type="checkbox"/>	<u>FRAMING MATERIAL & LABOR</u>
<u>ADDRESS:</u>			<u>WINDOWS</u>
<u>CONTACT NAME:</u>			<u>SIDING MATERIAL & LABOR</u>
<u>CONTACT'S OFFICE#</u>		<input checked="" type="checkbox"/>	<u>INSTALLED EXT. DECKS JOISTS</u>
<u>MOBILE#</u>			<u>INSTALLED GUTTERS</u>

PROJECT INFO:TOTAL SQ.FT.

1682

SQ. FOOTAGE BREAKDOWN

DESIGNER ANDERSON ARCHITECT
PLAN# COVINGTON PLACE ROWHOUSES
JOB# OR NAME
SHIPPING AREA
APPROX. STARTING DATE OF JOB

UNIT #C LOT#15
MAIN FL 762
2ND FL 920
TOTAL 1682

MATERIAL & LABOR COST BREAK-DOWN

<u>DISCRIPTION</u>	<u>BUDGETED</u>	<u>\$PER SQ.FT.</u>
<u>FRAMING MATERIAL</u>		
<u>FRAMING LABOR</u>		
<u>TRUSSES</u>		
<u>HOLD DOWNS</u>	\$ 17,500.00	\$10.40
<u>TRELLIS MATERIAL</u>		
<u>DECK JOISTS</u>		
<u>SIDING MATERIAL</u>	NOT INCLUDED	
<u>SIDING LABOR</u>	NOT INCLUDED	
<u>WINDOWS</u>	NOT INCLUDED	
<u>EXT. DECK & STAIRS</u>	NOT INCLUDED	
<u>PONYWALL MATERIAL</u>	NOT INCLUDED	
<u>PONYWALL LABOR</u>	NOT INCLUDED	
<u>TOTALS</u>	\$ 17,500.00	\$10.40

PARKER 02785



VAN SCHMITT, PROJECT MANAGER
OFFICE# 825-4537

TODAY'S DATE:

4/19/01

DATE NEEDED:

TURN KEY FRAMING COST BREAKDOWN

CUSTOMER INFO:

TYPE OF QUOTE:

<u>CUSTOMER'S NAME:</u>	<u>PARKER DEVELOPMENT</u>	<input checked="" type="checkbox"/>	<u>FRAMING MATERIAL & LABOR</u>
<u>ADDRESS:</u>			<u>WINDOWS</u>
<u>CONTACT NAME:</u>			<u>SIDING MATERIAL & LABOR</u>
<u>CONTACT'S OFFICE#</u>		<input checked="" type="checkbox"/>	<u>INSTALLED EXT. DECKS JOISTS</u>
<u>MOBILE#</u>			<u>INSTALLED GUTTERS</u>

PROJECT INFO:

TOTAL SQ.FT.

1657

SQ. FOOTAGE BREAKDOWN

DESIGNER ANDERSON ARCHITECT
PLAN# GOVINGTON PLACE ROWHOUSES
JOB#, OR NAME
SHIPPING AREA
APPROX. STARTING DATE OF JOB

UNIT #C LOT#18,19
MAIN FL 737
2ND FL 920
TOTAL 1657

MATERIAL & LABOR COST BREAK-DOWN

<u>DISCRIPTION</u>	<u>BUDGETED</u>	<u>\$PER SQ.FT.</u>
<u>FRAMING MATERIAL</u>	<u>\$ 17,500.00</u>	<u>\$10.56</u>
<u>FRAMING LABOR</u>		
<u>TRUSSES</u>		
<u>HOLD DOWNS</u>		
<u>TRELLIS MATERIAL</u>		
<u>DECK JOISTS</u>		
<u>SIDING MATERIAL</u>	<u>NOT INCLUDED</u>	
<u>SIDING LABOR</u>	<u>NOT INCLUDED</u>	
<u>WINDOWS</u>	<u>NOT INCLUDED</u>	
<u>EXT. DECK & STAIRS</u>	<u>NOT INCLUDED</u>	
<u>PONYWALL MATERIAL</u>	<u>NOT INCLUDED</u>	
<u>PONYWALL LABOR</u>	<u>NOT INCLUDED</u>	
<u>TOTALS</u>	<u>\$ 17,500.00</u>	<u>\$10.56</u>

PARKER 02786



SALES PROPOSAL

BMC WEST Corporation hereinafter "BMC West" in this proposal submitted to Parker Development
Hereinafter "Contractor" on this the 19th day of April 20 01
agrees to, in accordance with the scope of work listed below and the attached specification sheet,
supply all labor materials and equipment to completely frame plan Covington place rowhouses
with the coinciding plan date of 1/08/2001 for the sum of \$ 87,500.00
Total sq. feet of project is 10,006. Project is as described: Lot#15 to be a C-end unit. Lot#16 to be a B-center unit.
Lot#17 to be an A-center unit. Lot#18 & #19 to be a C-center unit.
Total of 5 common wall buildings. Buildings are 2 storie, 1 car garage, trussed roof, t/j's on both floors.

I. MATERIALS

- a) All dimensional framing lumber per plans provided by the Contractor and detailed on the attached specification sheet.
- b) All trusses, truss hangers, and blocking per plans provided by the Contractor. BMC West will provide one sets of engineered stamped shop drawings to Contractor's superintendent.
- c) All construction adhesive, nails, screws and fasteners, and hangers, as required per plans, specifications and code.
- d) All framing and hold down hardware, as shown on plan.
- e) Installation of all windows per plans provided by the Contractor and detailed on the attached specification sheet.

II. INSTALLATION

- a) BMC West, is fully licensed bonded and insured in accordance with the requirements of the State of Oregon.
- b) All work will be performed in accordance with this scope of work, local building codes and to the plans provided by the Contractor and detailed in the attached specification sheet.

PARKER 02787

1 of 6

- c) All foundations will be checked by BMC West's Lead Framer for compliance with plans, specifications, codes and normal accepted tolerances prior to framing. Mudsill is to be within 1/4" of level, within 1/4" of being true to plan dimensions, parallel and square. Any foundation which is not in accordance with these guidelines will be brought to the immediate attention of the Contractor's Superintendent, and will require a written change order to correct the detected problems, prior to work commencing.
- d) All subfloor panels shall be glued with adhesive and nailed per nailing schedule per plan with 8d ring shank nails.
- e) Stairs will be constructed in accordance with the plans provided by the Contractor and meet all current codes of the authority having jurisdiction.
- f) Bridging, fireblocking, specified blocking and backing, etc shall adhere to code and job requirements.
- g) Nailing patterns and fastening systems shall adhere to current UBC standards as per plan. BMC West is responsible for installing nuts and washers and all foundation nuts and washers, which are provided by BMC West.
- h) Attic access door location and size will be framed per plan and current UBC code.
- i) Install framing for drop ceilings, ventilation ducts, temporary bracing, backing and architectural metals as shown on plans. Any additional framing or installation of architectural metals not specified on the prints will be installed by BMC West strictly on a time and material basis at a rate previously agreed upon by both parties.
- j) Fireplace to be framed to manufacturer specifications provided by the Contractor.
- k) Installation of windows and sliding glass doors per manufacturer's specifications
- l) Provided that BMC West supplies windows, its framers will install the windows immediately after arrival as to avoid damage or theft. Should the windows be supplied by another supplier BMC West's framers will attempt to install windows immediately upon arrival. Contractor's Superintendent shall coordinate the delivery of owner-supplied windows with BMC West's Lead Framer to assist in meeting this goal.
- m) Sliding glass doors will be squared in the opening, shimmed and properly secured.
- n) BMC West will attempt to avoid splits, hammer marks and other damage of windows, door jambs, garage door liners, wood stop windows, caps and all other permanently exposed material.

III. JOBSITE MANAGEMENT & SCHEDULING

- a) BMC West has the sole responsibility for all material, scheduling, deliveries, shortages, returns, and theft.
- b) BMC West shall be responsible for scrapping out excess lumber pieces daily during framing construction. BMC West framers will construct two scrap piles in the front yard of the home. One pile will contain all lumber scrap, the second will consist of garbage. The Contractor will be responsible for hauling this debris from the jobsite. Interior of each building shall be swept out every Friday afternoon prior to the framers leaving the job for the weekend as well as prior to the start of subsequent trades. BMC West is responsible for only its own debris.
- c) Prior to starting any work under this contract, BMC West, shall meet with the Superintendent to coordinate all of the details of the work including review of the plans and specifications, dimensions, schedules.
- d) BMC West, shall provide Contractor's Superintendent a production schedule for completing work and updates as needed.
- e) BMC West field superintendent will conduct a final inspection and produce a punchlist. BMC West framers will complete this list prior to leaving the job. At this time the job will be considered complete, and final billing for the job will occur at framing inspection.
- f) Included in this agreement is one return trip, which will be scheduled by the Contractor's Superintendent after contractor has received its framing inspection. The purpose of this return trip will be to complete any framing items, which the inspector may require, as well as to correct any "reasonable" trade damage. The Contractor's Superintendent must supply BMC West's office with a detailed written punch list at the time he schedules this return trip. Should the Contractor require any additional trips for either corrections or changes; or should any of the items on the punch list be deemed unreasonable or excessive; that work will be completed by BMC West upon receipt of a written change order in accordance with the standard time and material rate agreed upon by both parties.
- g) The Contractor will provide BMC West with a copy of the signed off Final Rough Framing Inspection.
- h) It is understood by both parties that once BMC West has fulfilled its obligations as outlined in section III, paragraph (f), that NO WARRANTY FOR MERCHANTABILITY OF SUITABILITY FOR A PARTICULAR PURPOSE will be in effect. All subsequent work requested by the Contractor, that is not the responsibility of the subcontract, will be provided solely on a time and materials basis at a rate previously agreed to by both parties.
- i) If BMC West is delayed at any time in performing the work by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions, unavoidable casualties; or any causes beyond BMC West's control then the schedule for completion of the work shall be extended for such reasonable time as necessary to accommodate such extraordinary event.

IV. JOBSITE SAFETY

PARKER 02789

3 of 6

STATE OF OREGON CONSTRUCTION CONTRACTORS BOARD

REGISTRATION CERTIFICATE

This certifies that the person named hereon
is registered as provided by law as a

Gen. Contr./All
NON-EXEMPT
CORPORATION

Registration
Number: 137716
Registration
Expires: 09/10/01

BMC WEST CORP
PO BOX 629
WILSONVILLE OR 97070-0000

SIGNATURE OF REGISTRANT

POCKET
CARD

DETACH
AND
CARRY
WITH
YOU

STATE OF OREGON

Registered as: No. 137716

Gen. Contr./All
NON-EXEMPT
Corporation

BMC WEST CORP
PO BOX 629
WILSONVILLE OR 97070-0000

CONSTRUCTION CONTRACTORS BOARD

Board: 15000
Insurance: ROYAL INS. CO. OF AMERI
Registration Expires: 09/10/01
Employer Accounts: ON FILE

FOLD

PARKER 02790



VAN SCHMITT, PROJECT MANAGER
OFFICE# 825-4538

TURN KEY FRAMING SPEC'S

PAGE 1 OF 2
TODAY'S DATE: 4/17/01
DATE NEEDED: _____

CUSTOMER INFO:

CUSTOMER'S NAME: PARKER DEVELOPMENT
ADDRESS: _____
CONTACT NAME: _____
CONTACT'S OFFICE# _____
FAX# _____

TYPE OF QUOTE:

<input checked="" type="checkbox"/>	FRAMING MATERIAL & LABOR
<input type="checkbox"/>	WINDOWS
<input type="checkbox"/>	SIDING MATERIAL & LABOR
<input checked="" type="checkbox"/>	INSTALLED EXT. DECKS JOISTS
<input type="checkbox"/>	SKYLIGHTS

PROJECT INFO:

DESIGNER ANDERSON ARCHITECTS
PLAN# COVINGTON PLACE ROWHOUSES
JOB#, OR NAME _____
SHIPPING AREA _____
APPROX. STARTING DATE OF JOB _____

TOTAL SQ. FT. 8,352
LOT#20 TO BE PARKING AREA
UNIT#C-CENTER UNIT LOT#19
UNIT#C-CENTER UNIT LOT#18
UNIT#A-CENTER UNIT LOT#17
UNIT#B-CENTER UNIT LOT#16
UNIT#C-END UNIT LOT#15

MATERIAL SPEC'S

<input checked="" type="checkbox"/>	INCLUDE 6-MIL BLACK POLY FOR UNDERFLOOR
<input checked="" type="checkbox"/>	8 MUDSILL @ EXT. FOUNDATION
<input checked="" type="checkbox"/>	6 MUDSILL @ EXT. GARAGE WALLS

<u>FLOOR SYSTEMS</u>		<u>SIZE AND SPACING</u>	<u>GRADE OR SER#</u>	
<input checked="" type="checkbox"/>	TJI-JOIST	MAIN FLOOR	11-7/8" @ 16"	250'S TJI'S
<input checked="" type="checkbox"/>	TJI-JOIST	UPPER FLOOR	11-7/8" @ 16"	250'S TJI'S

<u>FLOOR SHEATHING</u>		
<input checked="" type="checkbox"/>	3/4" OSB T&G	MAIN FLOOR
<input checked="" type="checkbox"/>	3/4" OSB T&G	2ND FLOOR

EXT. WALL HEIGHTS
MAIN FLOOR 104-5/8"
UPPER FL 92-5/8"

EXT. WALL STUDS & SPACING
2X 6 @ 16"
2X 6 @ 16"

INT. COMMON WALL HEIGHTS
MAIN FLOOR 104-5/8"
UPPER FL 92-5/8"

INT. COMMON WALL STUDS & SPACING
2X 4 @ 16"
2X 4 @ 16"

PARKER 02791

INT. WALL HEIGHTS

MAIN FLOOR 104'-5/8"
 UPPER FL 92'-5/8"

INT. WALL STUDS & SPACING

2X 4 @ 16"
 2X 4 @ 16"

WALL SHEATHING

<input type="checkbox"/>	CDX	THICKNESS	
X	OSB	THICKNESS	7/16"
X	GYPLAP COMMON WALL	THICKNESS	5/8"
	T1-11 4-SIDES/THICKNESS		

ROOF SHEATHING @ OVERHANG

X	5/8" CCX PTS	
X	5/8" FIRE TREATED	

ROOF SHEATHING

X	CDX	THICKNESS	5/8"
	OSB	THICKNESS	

BARDGE & TRIM BOARDS

	2X		SPF-PRIME	FASCIA
X	2X	10	SPF-PRIME	BARDGE TM.
	1X		SPF-PRIME	BARDGE TM.
X	2X	6	SPF-PRIME	GARAGE JM

ROOF FRAMING

<input type="checkbox"/>	STICKED FRAMED
X	TRUSSED
X	BOTH

SKYLIGHTS

CURBMOUNT-THERMOTRUE

PARKER 02792

ATTACHMENT 2

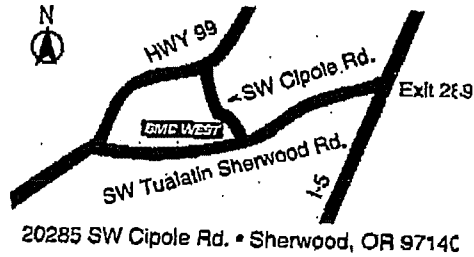
BMC WEST
BUILDING MATERIALS
503/925-WOOD 503/925-TRIM

Oregon
Sash & Door
503/925-TRIM

Mark Jackson
Sales Manager

20285 SW Cipole Rd.
P.O. Box 1349
Sherwood, OR 97140

Direct: 503/925-4525
Fax: 503/925-4613
Mobile: 503/804-4259
E-mail: jackson@bmcwest.com



SHERWOOD

20285 SW CIPOLE RD.

DIRECT 825-4525

SHERWOOD, OR 97140

CELL 804-4259

PH. 925-9663

FAX 825-4613

To: JEFF PARKER

From: MARK JACKSON

Fax: 503-742-1943

Date: 5-2-01

Phone:

Pages: 2

Re:

CC:

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

•Comments:

PARKER 02793

MAY 2 2001 11:44AM BMC WEST

NO.027 P.1/2

BMC WEST

BUILDING MATERIALS

PO Box 1349 • 20285 SW Cipole Rd

Sherwood, OR 97140 • Ph: 503-925-WOOD

Fax: 503-825-4613

Contractor Parker Development Date 5/2/01
Plat Name Covington Place row house Lot # / Job Name _____
Contractor PO# _____

Description of Work Performed

Change roof sheathing from 5/8 CDX to 7/16 OSB

Change 2nd level TJI joists from 250 series to 150 series

Price for Change Order -\$1,750.00

New Contract price is \$85750.00

BMC West
Date

Mahmud Jalim Contractor
5-2-01 Date

PARKER 02794

MAY 2 2:20 PM 11:44 AM BMC WEST

NO. 027 P. 2/2

Parker Development NW, Inc.
Dba Northwest Quality Homes
PO Box 67100
Milwaukie, OR 97268-1100
(503) 742-1942 Fax (503) 742-1943

COV II

facsimile transmittal

To: Mark Fax: _____
From: Jeff Parker Date: 7-6-01
Re: _____ Pages: (including cover page) _____
CC: _____
☐ Urgent ☒ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Message:

35
345
796
100
TOTAL CH.O. - 1276

MIDDLE UNIT MAIN BATH WALL INSTEAD
1' OF PLANS PLUMBING NEEDS TO BE
MOVED BACK CHANGE TO FOLLOW.

PARKER 02795



PO BOX 1347

20285 SW GIPOLE RD.

SHERWOOD, OREGON 97140

Ph 503-925-9663

Fax 503-825-4613

Direct Line: 325-4527 Mobile: 849-6119

email: murray@bmcwest.com

To:	Jeff Parker	From:	Mike Murray
Fax:	503-742-1943	Date:	July 5, 2001
Re:		Pages:	7 (incl cover)

Jeff,

Mark asked me to fax these change orders to you.

Thanks,

Mike

A long, sweeping, handwritten signature that starts below the name "Mike" and extends across the middle of the page.



PO Box 1349 • 20285 SW Cipole Rd

Sherwood, OR 97140 • Ph: 503-925-WOOD

Fax: 503-825-4613

Contractor Parker Development Date 7/5/01
Plat Name Covington Place row house Lot # / Job Name 15
Contractor PO# _____

Description of Work Performed

ADD 2/6 x 5/0 WINDOW IN MATER BATH, EAST WALL

Price for Change Order _____ \$35.00

BMC West
Date _____

Contractor
Date _____

OK
A handwritten signature in black ink, appearing to be "J. Paul", written over the contractor date line.

PARKER 02797

BMC WEST
BUILDING MATERIALS

PO Box 1349 • 20285 SW Cipole Rd

Sherwood, OR 97140 • Ph:503-925-WOOD

Fax:503-825-4613

Contractor Parker Development Date 7/5/01
Plat Name Covington Place row house Lot # / Job Name 15,16,17,18,19
Contractor PO# _____

Description of Work Performed

Addition of 1' x 9' column with 7' x 36" 2x6 1/2 wall at entry on each lot. Not on plan.
\$110.00 per unit x 5 units

Price for Change Order _____

~~\$550.00~~

①

BMC West
Date _____Contractor
Date _____

for M&D
JP

PARKER 02798



PO Box 1349 • 20285 SW Cipole Rd
Sherwood, OR 97140 • Ph:503-925-WOOD

Fax:503-825-4613

Contractor Parker Development Date 7/5/01
Plat Name Covington Place row house Lot # / Job Name 17,18,19
Contractor PO# _____

Description of Work Performed

Expand dining rooms to 9' +/- to be determined by crawl access hole & entry closet door size.
\$115.00 per unit x 3 units

Price for Change Order

\$345.00

BMC West
Date

Contractor
Date

PARKER 02799



PO Box 1349 • 20285 SW Cipole Rd

Sherwood, OR 97140 • Ph:503-925-WOOD

Fax:503-825-4613

CHANGE ORDER
61

Contractor	<u>Parker Development</u>	Date	<u>7/5/01</u>
Plat Name	<u>Covington Place row house</u>	Lot # / Job Name	<u>18,19</u>
Contractor PO#	<u></u>		

Description of Work Performed

<u>Change windows over entry to door w/sidelight. Units built to detail #6 page A3.8 on plan.</u>	
<u>Add 3' x 10' deck over entry.</u>	<u>\$398.00 per unit x 2 units</u>
<u></u>	
<u></u>	

Price for Change Order \$796.00BMC West
DateContractor
Date

PARKER 02800



PO Box 1349 • 20285 SW Cipole Rd.
Sherwood, OR 97140 • Ph:503-925-WOOD

Fax:503-825-4613

Contractor Parker Development Date 7/5/01
Plat Name Covington Place row house; Lot # / Job Name 15,16,17,18,19
Contractor PO# _____

Description of Work Performed

Built in arches @ fire places for sheet rock wrap. Models have wood finish.

\$40.00 per unit x 5 units

Price for Change Order _____

\$200.00

BMC West
Date _____

Contractor
Date _____

PARKER 02801



PO Box 1349 • 20285 SW Cipole Rd
Sherwood, OR 97140 • Ph:503-925-WOOD

Fax:503-825-4613

Contractor Parker Development Date 7/5/01
Plat Name Covington Place row house Lot # / Job Name 16,17
Contractor PO# _____

Description of Work Performed

Change 1/2 wall at top of loft stairs to full height, add closet, entry door, & door to bath
\$145.00 per unit x 2 units

Price for Change Order _____ \$290.00 ①

BMC West _____ Contractor _____
Date _____ Date _____

A handwritten signature in black ink, appearing to read "Paul", written over the signature line.

PARKER 02802

Parker Development NW, Inc
Dba NW Quality Homes
PO Box 67100
Milwaukie, OR 97268-1100
Ph (503) 742-1942/ fax(503) 742-1943

FAX COVER SHEET

DATE: 4/19/01

FAX#: 825-4613

TO: MARK

OF: Bmc West

FROM: JEFF PARKER

OF PAGES SENT (INCLUDING COVER): _____

MESSAGE:

IF YOU HAVE RECEIVED THIS FAX IN ERROR, OR HAVE NOT RECEIVED ALL OF THE
PAGES, PLEASE CONTACT US AT (503) 742-1942

- a) Safety and Quality are the primary concerns to the management of BMC West. At no time is Safety or Quality to be sacrificed for productivity. BMC West, shall enforce all necessary job related safety, in accordance with the BMC West safety manual and all local, state and federal regulations. A copy of its safety manual will be submitted to the Contractor. Should the Contractor have any job related safety regulations which are specific to him or to a particular neighborhood, that are not covered in the BMC West safety manual, The Contractor shall submit these additional safety requirements to BMC West, in writing prior to any work commencing.

V. EXCLUSIONS

Unless specifically noted otherwise all materials and labor for the following items are not included in this proposal.

- a) Pony wall material and framing. Should the job require any pony walls be constructed. That are not on the plan, then BMC West will supply material and labor to do such work only after it has obtained a written change order from the Contractor.
- b) Exterior decks and deck joists and deck framing. ~~INCLUDED~~
- c) Installation of pocket doors. ~~INCLUDED~~
- d) Installation of skylights. ~~INCLUDED~~
- e) Installation of vapor barrier for under concrete slab.
- f) Plumbing, electrical and HVAC chases others than those designated on the plans provided by the Contractor.
- g) Special tools or equipment, which may be needed due to, site conditions.
- h) Fireplace details & Faces, other than that which is drawn on plan.
- i) Cabinet backing.

PARKER 02804

4 of 6

VII. REQUIREMENTS

The Contractor is responsible for and must provide prior to the delivery of any materials the following:

- a) Adequate clear accesses to the job site, which will accommodate all standard BMC West delivery equipment.
- b) 220 volt and 110 volt power connections within 100 feet of the foundation.
- c) It is the Contractor's responsibility to make known to BMC West, the existence of any hazards that may impede the delivery of its materials or require special delivery arrangements to be made i.e. powerlines, ditches, low hanging trees etc.
- d) BMC West, is to be furnished with a complete set of site specific architectural drawings for each house at least five working days prior to the commencement of framing.
- e) BMC West, is to be furnished by the Contractor a document, which indicates what structural options are to be, included at least five working days prior to framing start.
- f) BMC West, shall not proceed in delivery of materials without (d) and (e) above. Should the site specific plans or structural options differ from those originally received by BMC West for the purpose of this quote, BMC West, at its discretion, may either rebid the plan or secure change orders for these differences. Change orders will be based on a standard time and material rate previously agreed upon by both parties.
- g) Print discrepancies shall be brought to the attention of Contractor's Superintendent immediately upon discovery.

VIII. TERMS

- a) All agreements are contingent upon strikes, accidents or delays beyond our control.
- b) Payment schedule shall be 60% of total contract price upon first lumber delivery 40% upon completion of framing as outlined in Section III, Paragraph (e). End of month, not 11th.
- c) Quotes are subject to change on the 1st of every month.

BMC West Corporation.

NAME

TITLE

DATE

Builder/Contractor

NAME

TITLE

DATE

5 of 6

NOTICE TO CUSTOMER

This contractor, BMC WEST CORPORATION is registered with the State of Oregon, Registration No. 137716, as a General Contractor and has posted with the state a bond or cash deposit of \$15,000.00 for the purpose of satisfying claims against the contractor for negligent or improper work or breach of contract in the conduct of the contractor's business. The expiration date of this contractor's registration is 9/10/01.

This bond or cash deposit may not be sufficient to cover a claim which might arise from the work done under your contract. If any supplier of materials used in your construction project or any employee of the contractor or subcontractor is not paid by the contractor or subcontractor on your job, your property may be liened to force payment. If you wish additional protection, you may request the contractor to provide you with original "lien release" documents from each supplier or subcontractor on your project. The contractor is required to provide you with further information about lien release documents if you request it. General information is also available from the Department of Labor and Industries.

Acknowledgement of receipt of Notice to Customer

DATED this 14 day of APRIL, 1999.

Parker Dev. NW
Contractor Name

[Signature]
Signature

PARKER 02806

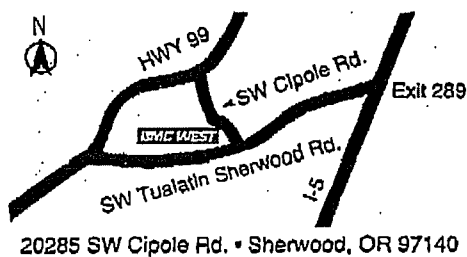
6 of 6



Mark Jackson
Sales Manager

20285 SW Clipsh Rd.
P.O. Box 1349
Sherwood, OR 97140

Direct: 503/825-4525
Fax: 503/825-4613
Mobile: 503/804-4259
E-mail: jackson@bmcwest.com



SHERWOOD

20285 SW CIPOLE RD.

DIRECT 825-4525

SHERWOOD, OR 97140

CELL 804-4259

PH. 925-9663

FAX 825-4613

To: Jeff Parker

From: MARK JACKSON

Fax: 503-742-1943

Date: 4-19-01

Phones:

Pages: 2

Re:

CC:

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

•Comments:

Jeff:

First of all thanks for the order! In talking with you about the skylights, what we do is build the curb mount framing for the skylight to sit on, then the roofers will install and flash them, that is what is included in our contract. I just want to be clear so

P. 172

NO. 589

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1

PARKER 02807

- a) Safety and Quality are the primary concerns to the management of BMC West. At no time is Safety or Quality to be sacrificed for productivity. BMC West, shall enforce all necessary job related safety, in accordance with the BMC West safety manual and all local, state and federal regulations. A copy of its safety manual will be submitted to the Contractor. Should the Contractor have any job related safety regulations which are specific to him or to a particular neighborhood, that are not covered in the BMC West safety manual, The Contractor shall submit these additional safety requirements to BMC West, in writing prior to any work commencing.

V. EXCLUSIONS

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- a) Pony wall material and framing. Should the job require any pony walls be constructed That are not on the plan, then BMC West will supply material and labor to do such work only after it has obtained a written change order from the Contractor.
- b) Exterior decks and deck joists and deck framing. ~~1/2" x 6" SPS~~
- c) Installation of pocket doors. ~~1/2" x 6" SPS~~
- d) Installation of skylights. ~~1/2" x 6" SPS~~ *AT PLAN*
- e) Installation of vapor barrier for under concrete slab.
- f) Plumbing, electrical and HVAC chases others than those designated on the plans provided by the Contractor.
- g) Special tools or equipment, which may be needed due to, site conditions.
- h) Fireplace details & Faces, other than that which is drawn on plan.
- i) Cabinet backing.

PARKER 02808

Parker Development NW, Inc
Dba NW Quality Homes
PO Box 67100
Milwaukie, OR 97268-1100
Ph (503) 742-1942/ fax(503) 742-1943

FAXED

FAX COVER SHEET

File

DATE: 4/20/01

FAX#: 825-4613

TO: Mark Jackson

OF: BMC West

FROM: Mark Stevens

OF PAGES SENT (INCLUDING COVER): 2

MESSAGE: Please respond w/Any questions

IF YOU HAVE RECEIVED THIS FAX IN ERROR, OR HAVE NOT RECEIVED ALL OF THE PAGES, PLEASE CONTACT US AT (503) 742-1942

Parker Development NW, Inc.
Dba NW Quality Homes

BMC West
Attn: Mark Jackson
Date: 4/20/01

RE: Covington Place Row houses

Please change to plans as follows:

- Substitute 5/8 Sheeting on roof for 7/16 Wafer board and 1/2 Plywood for Overhangs.
-
- Substitute 15 series TJI's for 25 Series on second floor.

Thank- you,
Mark Stevens
NW Quality Homes

Type and
send to
Mach

FAA # 825-4613

BMC West

ATTN. MARK JACKSON

RE. CONVENTON PLACE Row Houses

PLEASE MAKE CHANGE to plans AS

FOLLOWS:

* Substitute $\frac{5}{8}$ Sheathing Ply. ~~SHEATHING~~ CRUF For

$\frac{7}{16}$ WATERBORO And $\frac{1}{2}$ Plywood For

OVERHANGS.

* Substitute 15 SERIES TJI's For

15 SERIES @ 2nd floor.

Mal Stephen

Parker Development NW, Inc
Dba NW Quality Homes
PO Box 67100
Milwaukie, OR 97268-1100
Ph (503) 742-1942/ fax(503) 742-1943

FAXED
NE

FAX COVER SHEET

*Carington
Korhause*

DATE: 4/28/01

FAX#: 825-4613

TO: Mark Jackson

OF: Bmc West.

FROM: Mark Stephens

OF PAGES SENT (INCLUDING COVER): 2

MESSAGE:

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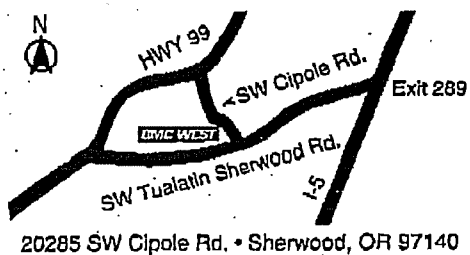
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Mark Jackson
Sales Manager

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Direct: 503/825-4525
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Mobile: 503/804-4259
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PARKER 02815

**Parker Development NW, Inc.
Dba NW Quality Homes**

BMC West
Attn: Mark Jackson
Date: 4/20/01

RE: Covington Place Row houses

Please change to plans as follows:

- Substitute 5/8 Sheeting on roof *with* 7/16 Wafer board and 1/2 Plywood for Overhangs.
-
- Substitute 15 series TJI's for 25 Series on second floor.

Thank- you,
Mark Stevens
NW Quality Homes

PARKER 02816