8 9

11 12

13

14 15

16

17

18 19

20 21

22 23

24

25 26

27

28

MARK R. DENTON DISTRICT JUDGE

DEPARTMENT THIRTEEN LAS VEGAS, NV 89155

81. Rather, the evidence presented was that the specific cure times were 2 days for the scratch coat and then 7 days for the brown coat (prior to installation of stone). The evidence was that this is consistent with the cure times both recommended by the manufacturer and the requirements of local building code. The evidence was that Big-D imposed quality assurance procedures to ensure that the stone contractor did not install stone work over the Padilla Work until after the 7-day cure time had elapsed.

Any of the foregoing Findings of Fact that would more appropriately be considered to be Conclusions of Law shall be so deemed.

From the foregoing Findings of Fact, the Court makes the following:

CONCLUSIONS OF LAW

I. Padilla's Claims for Relief against Big-D All Fail

In the operative pleading, Padilla's First Amended Complaint, Padilla has asserted three claims for relief against Big-D: breach of contract (First Cause of Action); breach of the implied covenant of good faith and fair dealing (Second Cause of Action); negligence per se (Third Cause of Action). Padilla has also asserted a single claim for relief against F&D ("Claim against Lien Release Bond").

A. First Cause of Action (Breach of Subcontract Agreement)

- Padilla's First Cause of Action for breach of the Subcontract Agreement fails because Padilla failed to demonstrate an essential element of its claim—that is performed all obligations required under the Subcontract Agreement.
- In Nevada, there are four elements to a claim for breach of contract: "(1) formation of a valid contract; (2) performance or excuse of performance by the plaintiff; (3) material breach by the defendant; and (4) damages." Laguerre v. Nevada System of Higher Education, 837 F.Supp.2d 1176, 1180 (D. Nev. 2011).
- 3. "If there is anything well settled, it is that the party who commits the first breach of the contract cannot maintain an action against the other for a subsequent failure to perform." Bradley v. Nevada-California-Oregon Railway, 42 Nev. 411, 421, 178 P. 906, 908

(1919). "Payment of the purchase price is excused where respondent's breach was material." Thornton v. Agassiz Constr., 106 Nev. 676, 678, 799 P.2d 1106, 1108 (Nev. 1990) (citing 4 A. Corbin, Corbin on Contracts § 977; Hinckley v. Pittsburgh Bessemer Steel Co., 121 U.S. 264 (1886)).

- 4. As a condition precedent to payment, the Subcontract Agreement required Padilla to properly complete the Padilla Work in accordance with the contract documents and in a good and workmanlike manner:
 - As outlined in "the drawings and specifications, including all addenda and modifications issued prior to the execution of this Subcontract." Trial Exhibit 1, Section 1.1 (emphasis added).
 - Including "that work generally set forth in the Subcontract, as well as all other related work, including all work reasonably necessary for a complete Project, and normally performed by your trade." Id., Section 1.2 (emphasis added).
 - "Every part of [Padilla's] work shall be executed in accordance with the Subcontract Documents in a workmanlike and skillful manner." Id., Section 1.15 (emphasis added).
 - Padilla also agreed that, "all work shall be done in strict accordance with the Subcontract Documents, subject to the final approval of [Big-D], the Owner, and Architect." Id., Section 1.1.5 (emphasis added).
- 5. Further, even if these express contractual provisions did not exist, Nevada law is clear that, "[c]ommon law imposes an *implied warranty of workmanlike manner* [on subcontractors], which has been defined as a duty to perform to a reasonably skillful standard. Olson v. Richard, 120 Nev. 240, 247, 89 P.3d 31, 35 (Nev. 2004). "Moreover, because contractors and subcontractors understand and accept these duties as a part of their business, they cannot claim surprise when they are sued for a failure to act in a workmanlike manner." Id.; see also Daniel, Mann, Johnson & Mendenhall v. Hilton Hotels Corp., 98 Nev. 113, 642 P.2d 1086 (Nev. 1982) (upholding instruction to jury that a contractor "had an implied duty to perform in a workmanlike manner").
- 6. The evidence is clear that the Padilla Work on both the interior and the exterior of the Project failed for a number of reasons. As a result, Padilla has failed to prove

MARK R. DENTON
DISTRICT JUDGE
DEPARTMENT THIRTEEN

that it properly performed all work under the Subcontract Agreement and its First Claim for Relief for breach of contract fails as a matter of law.

- 7. Because Big-D succeeded in proving that the Padilla Work did not comply with the requirements of the Subcontract Agreement or Padilla's implied warranty to perform in a workmanlike manner, Padilla is deemed to be the party who "first breached" the Subcontract Agreement, excusing Big-D from performance in the form of payment to Padilla.
- 8. Because IGT rejected the Padilla Work and it was removed and replaced, neither law nor equity require that Big-D pay Padilla *any* amount for work that was rejected and removed. As a result, Padilla's claim for payment under the Subcontract Agreement fails and judgment in favor of Big-D on Padilla's First Claim for Relief for Breach of Contract is appropriate.
- 9. Padilla contends that Big-D breached the Subcontract Agreement because Big-D failed to give Padilla written notice and an opportunity to cure prior to rejecting the Padilla Work. This argument fails for several reasons:
 - a. In the Subcontract Agreement, Padilla agreed to be subject to the Owner's decisions and actions and that Big-D "shall have all rights, remedies, powers, and privileges as to, or against You which the Owner has against us." Trial Exhibit 1, Section 1.1. Big-D, itself, was denied the opportunity to remove and replace the Padilla Work on the interior of the building. IGT refused to allow Big-D to perform that work and instead charged Big-D for the costs of such repair.
 - b. It was IGT—the Owner—not Big-D who rejected the Padilla Work. Big-D, in fact, sought to defend the Padilla Work for some time after IGT's direction to remove and replace the Work.
 - c. Further, even if the removal and replacement of the Padilla Work on the exterior of the Project had been at Big-D's own initiative (which it was not), Big-D had authority to remove and replace the Padilla Work under the emergency provision

28
MARK R. DENTON
DISTRICT JUDGE

DEPARTMENT THIRTEEN LAS VEGAS, NV 89155

MARK R. DENTON DISTRICT JUDGE

DEPARTMENT THIRTEEN LAS VEGAS, NV 89155 of Section 3.5 of the Subcontract Agreement because it presented a safety risk given the large panels of stone installed over the faulty Padilla Work.

- d. Perhaps most glaringly, any failure of Big-D to allow Padilla an opportunity to repair the Padilla Work on the exterior of the Project was without prejudice given that Padilla adamantly refused to participate in the investigation and remediation process on the interior Padilla Work—demonstrating the Padilla would not have sought to repair the Padilla Work on the exterior of the building.
- B. Second Cause of Action (Breach of Implied Covenant of Good Faith and Fair Dealing)
- Similarly, Padilla's Second Claim for Relief for breach of the implied covenant of good faith and fair dealing also fails.
- 2. In Nevada, "[e]very contract imposes upon each party a duty of good faith and fair dealing in its performance and enforcement." A.C. Shaw Cont., Inc. v. Washoe Cnty., 105 Nev. 913, 914, 784 P.2d 9, 9 (Nev. 1989) (quoting Nevada Revised Statute ("N.R.S.") 104.1203. This implied covenant requires that parties "act in a manner that is faithful to the purpose of the contract and the justified expectations of the other party." Morris v. Bank of Am. Nev., 110 Nev. 1274, 1278 n. 2, 886 P.2d 454, 457 n. 2 (Nev. 1994) (internal quotation marks omitted).
- 3. A breach of the implied covenant of good faith and fair dealing occurs when the terms of a contract are complied with but one party to the contract deliberately contravenes the intention of the contract. See Hilton Hotels v. Butch Lewis Prods., 107 Nev. 226, 232, 808 P.2d 919, 923 (Nev. 1991). To prevail on a theory of breach of the covenant of good faith and fair dealing, a plaintiff must establish: (1) plaintiff and defendants were parties to a contract; (2) defendants owed a duty of good faith to the plaintiff; (3) defendants breached that duty by performing in a manner that was unfaithful to the purpose of the contract; and (4) plaintiff's justified expectations were denied. Perry v. Jordan, 111 Nev. 943, 948, 900 P.2d 335, 338 (Nev. 1995).

MARK R. DENTON

DEPARTMENT THIRTEEN LAS VEGAS, NV 89156

- 4. The Nevada Supreme Court has held that good faith is a question of fact. Consolidated Generator-Nevada, Inc. v. Cummins Engine Co., Inc., 114 Nev. 1304, 1312, 971 P.2d 1251, 1256 (Nev. 1998).
- 5. Padilla failed to present any evidence that Big-D failed to act in good faith under the Subcontract Agreement. While it is undisputed that Big-D did not pay Padilla for the rejected work, there is no evidence that this failure was in bad faith. Rather, the evidence suggested that Big-D did not pay Padilla for the Padilla Work because IGT had rejected the Padilla Work. Big-D made extensive efforts to both: (a) defend the Padilla Work and (b) to get Padilla to participate in the process. The evidence indicates that, notwithstanding the existence of a dispute, Big-D acted in good faith.
- 6. As a result, Padilla's Second Claim for Breach of the Implied Covenant of Good Faith and Fair Dealing in the Subcontract Agreement fails.

C. Third Cause of Action (Negligence Per Se)

- 1. NRS 624.624 is designed to ensure that general subcontractors promptly pay subcontractors after the general contractor receives payment from the Owner associated with work performed by the subcontractor.
- By its own terms, NRS 624.624 yields to (a) payment schedules contained in subcontract agreements and (b) contractual rights to withhold payments from a subcontractor arising from deficient work.
- 3. Specifically, NRS 624.624 provides payments are due from a higher-tiered contractor under "[a] written agreement with a lower-tiered subcontractor that includes a schedule for payments," as follows:
 - (1) On or before the date payment is due; or
 - (2) Within 10 days after the date the higher-tiered contractor receives payment for all or a portion of the work, materials or equipment described in a request for payment submitted by the lower-tiered subcontractor,

→ whichever is earlier NRS 624.624(1)(a).

4. Further, a general contractor has the right to withhold payment for "[c]osts and expenses reasonably necessary to correct or repair any work which is the subject of the request for payment ..." NRS 624.624(2)(a)(2)(II). NRS 624.624 does require that a general contractor provide written notice to the subcontractor as to the basis for withholding "on or before the date the payment is due." *Id.* at (3).

- 5. Here, it is undisputed that the Subcontract Agreement is a written agreement between Big-D and Padilla. Accordingly, pursuant to NRS 624.624(1)(a) payment is due to Padilla on the date specified in the Subcontract Agreement.
 - a. The Subcontract provided that Padilla was to be paid within ten

 (10) days after IGT paid Big-D and after IGT accepted the Padilla Work. Trial Exhibit

 1.3
 - b. Specifically, "we must have first received from the Owner the corresponding periodic payment, including the approved portion of your monthly billing, unless the Owner's failure to make payment was caused exclusively by us." Id., at Section 4.2.
 - 6. The Subcontract Agreement provided as follows:
 - a. Payment would be withheld from Padilla for "defective work not remedied" and "your failure to perform any obligation made by You in this Subcontract." *Id.* at Section 4.4(2) and (5).
 - b. "We may offset against any sums we owe You the amount of any money You owe us." *Id.* at Section 4.5.
 - c. Padilla agreed to "indemnify and save harmless [Big-D]" associated with claims arising from "the performance of work under this Subcontract or

MARK R. DENTON

DEPARTMENT THIRTEEN

³ "Contractor will issue payment to Subcontractor by US Mail ... within ten (10) days of receiving payment from the Owner." Section D.

any of the obligations contained in this Subcontract." Id. at Section 3.6.

- 7. Here, it is undisputed that IGT never accepted the Padilla Work.

 Accordingly, payment to Padilla never became due. In fact, Padilla was aware on September 16, 2009 that IGT had rejected its work and had directed Big-D to remove and replace it work. Notwithstanding this, Padilla submitted an Application for Payment on September 25, 2009. Padilla had no reasonable expectation that Big-D would pay the September 25, 2009 application for payment given that Padilla was aware that its work had been rejected and removed from the Project for failures.
- 8. Even if the payments to Padilla for the rejected Padilla Work had become due, Big-D provided repeated written notices to Padilla of the failures in the Padilla Work that complied with the requirements of NRS 624.624 including the following:
 - a. On September 11, 2009, Big-D provided Padilla management immediate notice of the failures observed in the Padilla Work. Padilla's own project records also demonstrate that Padilla's crews were aware of the separation issue and had, themselves, advised Padilla management.
 - b. On September 15, 2009, Big-D provided Padilla additional notice of the failures and requested that Padilla have the Expo product representative visit the site to observe the work.
 - c. On September 16, 2009, Padilla was physically on the project site and involved in the meeting when IGT gave the direction that the Padilla Work on the exterior of the building was rejected as non-compliant.
 - d. On September 23, 2009, Padilla was on the site with Big-D and two representatives from the EXPO product manufacturer to test the Padilla Work on the interior of the building. Padilla was advised that day that the Padilla Work on the interior of the building was rejected by IGT.

MARK R. DENTON
DISTRICT JUDGE

EPARTMENT THIRTEEN LAS VEGAS, NV 80155

e. On September 29, 2009, Padilla participated in a telephone conference with Big-D representatives in which Padilla committed to provide additional information to Big-D to defend the Padilla Work.

- f. In a teleconference between Padilla and Big-D in late October 2009; Big-D advised Padilla that Big-D would not release payment to Padilla until issues with the Padilla Work had been resolved by IGT. Padilla confirmed that teleconference conversation in a letter dated October 28, 2009.
- g. Big-D unequivocally advised Padilla by a letter dated November 3, 2009 that Big-D (i) was requesting Padilla's help to defend the Padilla work and (ii) was withholding payment from Padilla until the issues with the Padilla Work had been resolved.
 - 9. Padilla's claim under NRS 624.624 is based on the following:
- a. Padilla submitted its Application for Payment to Big-D on September 25, 2009.
- b. Big-D's letter repeating previous conversations regarding withholding was received on November 3, 2009.
- c. Padilla is entitled to payment as a matter of law under NRS 624.624 because Big-D's letter formally advising of the withholding was sent 39 days after Padilla submitted its application for payment.
- d. Padilla contends that NRS 624.624 imposed a requirement that written notice of withholding be provided within 30 days and Big-D did not provide notice until 39 days after submission of the September 25, 2009 Application for Payment.
 - 10. Padilla's argument fails for several reasons:
- a. First, even if the 30-day requirement for subcontracts without a written schedule for payments were to apply, it is undisputed that Big-D advised Padilla within 30-days that the Padilla work was failing or had been rejected. Big-D notified

MARK R. DENTON DISTRICT JUDGE

DEPARTMENT THIRTEEN LAS VEGAS, NV 89155 Padilla via several contemporaneous project emails. This correspondence is sufficient to meet NRS 624.624's mandate to provide written notice of withholding because a subcontractor has no reasonable expectation of payment for work that it has been advised is rejected and is to be replaced.

- b. Second, even if the only written notice that could be considered for purposes of NRS 624.624's written notice requirement were Big-D's November 3, 2009 letter advising Padilla it would not be paid until the dispute over workmanship had been resolved, this letter is still sufficient to constitute required written notice to justify withholding payment.
 - i. The issues with resolving the dispute over the Padilla

 Work were ongoing between September 2009 and November 2009—with an
 active investigation and dialogue proceeding between Big-D and IGT and Big-D
 actively requesting participating and information from Padilla.
 - ii. Big-D formally advised Padilla unequivocally in writing that it intended to withhold payment 39 days after Padilla's submission of the Application for Payment.
 - iii. The active dialogue, combined with the November 3, 2009 written notice, constitutes sufficient notice to meet the requirements of NRS 624.624.
- 11. Notably, even if this Court were to determine that NRS 624.624 did require payment from Big-D to Padilla associated with the September 25, 2009 Application for Payment (which it does not determine), the following additional factors would be required to be considered:
 - a. First, a determination that payment is due pursuant to NRS 624.624 because a contractor's failure to provide timely written notice of withholding to a subcontractor does not bar the contractor from claiming backcharges or damages

MARK R. DENTON DISTRICT JUDGE

DEPARTMENT THIRTEEN LAS VEGAS, NV 89155

MARK R. DENTON DISTRICT JUDGE

DEPARTMENT THIRTEEN LAS VEGAS, NV 89155 against the subcontractor. As a result, Big-D's counterclaim against Padilla would remain unaffected by Padilla's Third Claim for Relief.

b. Second, the evidence indicates that Padilla's September 25, 2009 application for payment failed to credit Big-D for the \$25,000 initial payment to Padilla. As a result, Big-D would be entitled to an offset of \$25,0000 for amounts claimed in the September 25, 2009.

II. Padilla Claim for Relief Against F&D Fails

Although F&D's renewed Motion for Judgment as a Matter of Law at the close of the case is not meritorious as to the bases on which it is made insofar as it relates to the mechanic's lien and bond issues, Padilla's claim for relief against F&D fails because Padilla has not proved that it is entitled to any additional payment from Big-D (as discussed in Section Il *supra*). In fact, because this Court is awarding damages to Big-D (rather than Padilla), there are no damages to collect against F&D under the bond.

III. Big-D Is Entitled to a Judgment in the Amount of \$600,000.00 on Its Counterclaim against Padilla

Big-D's First Claim for Relief in its Counterclaim is for Breach of Contract against Padilla. Big-D asserts that Padilla failed to properly install the Padilla Work and that Big-D incurred substantial damages associated with removing and replacing the Padilla Work. Based upon the foregoing Findings of Fact, Big-D succeeded in proving that it is entitled to damages against Padilla as follows:

1. First, the evidence indicates that Padilla failed to install the Padilla Work in compliance with the Plans and Specifications in several material respects, including: failing to properly hydrate the stucco product, failing to properly score the scratch coat, failing to install the brown and scratch coats at the proper thickness, and failing to properly compact the brown coat against the scratch coat.

 The Subcontract Agreement required Padilla to perform the work in compliance with the plans and specifications and to provide a complete and functional stucco system.

- 3. Given that a material requirement of the Subcontract Agreement was for Padilla to install the Padilla Work in a good and workmanlike manner and in accordance with the Plans and Specifications, this failure constitutes a material breach of the Subcontract Agreement that entities Big-D to recover damages against Padilla.
- 4. Second, even if these express contractual provisions did not exist,
 Nevada law is clear that, "[c]ommon law imposes an implied warranty of workmanlike manner
 [on subcontractors], which has been defined as a duty to perform to a reasonably skillful
 standard. Olson, 120 Nev. at 247, 89 P.3d at 35. "Moreover, because contractors and
 subcontractors understand and accept these duties as a part of their business, they cannot claim
 surprise when they are sued for a failure to act in a workmanlike manner." Id.; see also Daniel,
 Mann, Johnson & Mendenhall, 98 Nev. 113, 642 P.2d 1086, 1087 (upholding instruction to
 jury that a contractor "had an implied duty to perform in a workmanlike manner"). By failing
 to provide an acceptable stucco system, Padilla breached the Subcontract Agreement. As a
 result, Padilla is not entitled to payment from Big-D for work that was not compliant with the
 Subcontract Agreement and was ultimately rejected by the project owner, IGT.
- 5. Third, the Subcontract Agreement also required Padilla to "indemnify and save harmless [Big-D]" associated with claims arising from "the performance of work under this Subcontract or any of the obligations contained in this Subcontract." Trial Exhibit 1 at Section 3.6.
- 6. It is undisputed that Padilla did not pay Big-D any amounts associated with damage caused by the Padilla Work—constituting a material breach of Padilla's obligation to indemnify Big-D.
- 7. This Court determines that Big-D proved that it was required by IGT to remove and replace the Padilla Work. Big-D proved that it incurred costs to replace the Padilla

MARK R. DENTON DISTRICT JUDGE

DEPARTMENT THIRTEEN

MARK R. DENTON DISTRICT JUDGE

DEPARTMENT THIRTEEN LAS VEGAS, NV 89155 Work and to replace other work that was damaged by the Padilla Work, including portions of stone work.

8. Accordingly, this Court determines that Big-D proved it is entitled to recover damages against Padilla. Because the parties stipulated as to the amount of damages to be awarded to Big-D if Big-D were to prevail upon its Counterclaim, Big-D is entitled to a judgment against Padilla in the amount of \$600,000—the stipulated damage figure. See Joint Stipulation as to Damages (filed December 3, 2014).

IV. No Spoliation Instruction Is Appropriate or Required.

No spoliation remedy is appropriate for five independent reasons:

- First, Nevada recognizes an "adverse inference" for negligent destruction
 of evidence.
 - a. An "adverse inference" "is permissible, not required, and it does not shift the burden of proof." *Bass-Davis v. Davis*, 122 Nev. 442, 448, 134 P.3d 103, 106-07 (Nev. 2006). An "adverse inference" instruction informs a jury that it is "permitted" to draw an inference that such evidence may have been unfavorable to the destroying party.
 - b. Here, Padilla, Big-D, and IGT witnesses observed the separation of the Padilla Work. Contemporaneous photographs capture the separation of the Padilla Work. Both Big-D and IGT retained expert consultants to test the Padilla Work. And, finally, there are existing samples remaining of the Padilla Work (without stone installed over top).

As a result, there were several pieces of admissible evidence that this Court observed at trial and testimony it consider to determine the Padilla Work failed. Even if this Court allowed itself the "permission" to infer that the portions of the Padilla Work that were discarded may have contained unfavorable evidence to Big-D, this permissible inference does not counter the large amount of evidence that the Padilla Work failed.

28
MARK R. DENTON
DISTRICT JUDGE,
DEPARTMENT THIRTEEN
LAS VEGAS, NV 89155

- 2. Second, Padilla is not entitled to a spoliation remedy because it failed to seasonably request or demand such a remedy. *Cf. Gault v. Nabisco Biscuit Co.*, 184 F.R.D. 620, 622 (D. Nev. 1999) (a party who waits an unreasonable period of time before moving to enforce discovery waives enforcement remedies). Here, Padilla was notified in September 2009 that IGT had ordered Big-D to remove and replace its work. Further, Padilla initiated this action in January 2010—at a time when portions of the Padilla Work (without stone) remained installed at the Project. Discovery in this case closed in July 2012. As a result, Padilla was provided a meaningful opportunity to participate in any testing and inspections sufficient to make a spoliation instruction inappropriate.
- 3. Third, it is improper to issue a spoliation sanction against Big-D for removing and destroying the portions of the Padilla Work on which stucco was installed—Big-D did not have custody and control over the evidence.
 - a. Spoliation sanctions are only appropriately issued to a party "controlling the evidence." *Bass-Davis*, 122 Nev. at 450. "Obviously, the party charged with spoliation must have been in the possession, custody, or control of the evidence in order for the duty to preserve to arise. The party requesting sanctions for spoliation has the burden of proof on such a claim." *Hammann v. 800 Ideas, Inc.*, 2010 U.S. Dist. LEXIS 131097 at *21 (D. Nev. 2010) (denying motion for spoliation related to records of certain 1-800 numbers when there was no evidence that party was in the "possession, custody, or control" of relevant documents, even when party had business relationship with party in control of such documents); *see also Rhodes v. Robinson*, 399 Fed. Appx. 160, 165 (9th Cir. 2010) (discussing required proof that "the party with control over [evidence] had a duty to preserve it") (emphasis added).
 - b. The evidence was clear that IGT—not Big-D—controlled the Project site and that Big-D was directed to remove and replace the Padilla Work on an expedited basis. Padilla was invited to participate in the testing that Big-D did perform

and there is no evidence that Big-D excluded Padilla from any available opportunities to inspect the Padilla Work.

Finally, and perhaps most compelling, Padilla refused to participate in 4. testing or investigation to defend the Padilla Work to IGT—even after several requests from Big-D for Padilla's assistance. In fact, Padilla's representatives were clear that Padilla did not intend to participate in any such testing or investigation. As a result, it would be improper to order a spoliation remedy when Padilla did not intend to take additional advantage of additional inspection opportunities even if they had been available.

Any of the foregoing Conclusions of Law that would more appropriately be considered to be Findings of Fact should be so deemed.

NOW, THEREFORE, IT IS HEREBY SO FOUND AND CONCLUDED; and IT IS FURTHER ORDERED that Big D shall have judgment accordingly, the same to be entered concurrently with the entry hereof.

DATED this 22 day of January, 2015.

MARK R. DENTON **DISTRICT JUDGE**

CERTIFICATE

I hereby certify that on or about the date filed, and as a courtesy not comprising formal written notice of entry, this document was e-served or a copy of this document was placed in the attorney's folder in the Clerk's Office or mailed to:

> Bruce R. Mundy, Esq. 200 South Virginia Street, Eighth Floor Post Office Box 18811 Reno, NV 89511-0811

HOLLAND & HART Attn: Melissa A. Beutler, Esq.

> LORRAINE TASHIRO Judicial Executive Assistant Dept. No. XIII

28

24

25

26

27

MARK R. DENTON

DISTRICT JUDGE DEPARTMENT THIRTEEN LAS VEGAS, NV 89166

EXHIBIT "2"

EXHIBIT "2"

JUDG 2 DISTRICT COURT 3 **CLARK COUNTY, NEVADA** 4 PADILLA CONSTRUCTION COMPANY OF CASE NO.: A-10-609048-C NEVADA, a Nevada corporation, 5 DEPT. NO.: XIII Plaintiff. Electronically Filed 6 01/22/2015 02:49:17 PM 7 JUDGMENT BIG-D CONSTRUCTION CORP., a Utah 8 corporation, FIDELITY & DEPOSIT COMPANY OF MARYLAND, a Maryland corporation, DOE CORPORATION I through DOE CORPORATION V, and ROE I through **CLERK OF THE COURT** 9 10 ROE V individuals; 11 Defendants. 12 BIG-D CONSTRUCTION CORP., a Utah corporation, 13 Counter-Claimant, 14 15 PADILLA CONSTRUCTION COMPANY OF 16 NEVADA, a Nevada corporation, 17 Counter-Defendant. 18 19 This matter having come on for a trial on the merits beginning on December 2, 2014. 20 Plaintiff Padilla Construction Company of Nevada ("Padilla"), appearing by and through its 21 counsel, Bruce Mundy, Esq.; Defendant/Counter-Claimant/Third Party-Plaintiff BIG D 22 CONSTRUCTION CORP. ("Big-D") and Defendant FIDELITY & DEPOSIT COMPANY OF 23 MARYLAND ("F&D"), appearing by and through their counsel of record, Melissa A. Beutler, 24 Esq. of Holland & Hart LLP. 25 The Court having received the testimony of witnesses through examination and cross-26 examination by the Parties' counsel, received, reviewed, and considered all admissible 27 28 MARK R. DENTON DISTRICT JUDGE DEPARTMENT THIRTEEN LAS VEGAS, NV 89155

evidence, as well as received, reviewed, and considered the Parties' pleadings and other various filings;

The Court having taken the matter under consideration and advisement;

The Court having entered Findings of Fact and Conclusions of Law;

The Court enters the following Judgment as to all claims in this matter:

IT IS ORDERED, ADJUDGED, AND DECREED that judgment is to be entered in favor of Big-D and against Padilla on Big-D's First Claim for Relief against Padilla on its Counterclaim in the principal amount of \$600,000.00 plus any interest, costs, and attorneys' fees permitted by applicable law or contract requirements, in accordance with, and subject to, the Joint Stipulation and Order thereon entered herein on December 3, 2014.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Padilla's Fourth Claim for Relief against Defendant F&D be, and the same hereby is, DISMISSED WITH PREJUDICE, and (a) the lien recorded by Padilla on November 12, 2009 (Instrument Number 200911120000338) in the amount of \$164,674.15 is hereby RELEASED AND DISCHARGED; and (b) the bond issued by Defendant F&D as surety and Big-D as principal on February 24, 2010 (and recorded as Instrument Number 201002240003862) in the amount of \$247,011.22 is hereby RELEASED AND DISCHARGED; and

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the following claims in Padilla's First Amended Complaint be, and the same hereby are, DISMISSED WITH PREJUDICE:

- a. First Claim for Relief—Breach of Contract
- b. Second Claim for Relief—Breach of Implied Covenant of Good Faith
- c. Third Claim for Relief—Negligence Per Se
- d. Four Claim for Relief-Claim Against Lien Release Bond; and

mark r. denton

DISTRICT JUDGE
DEPARTMENT THIRTEEN
LAS VEGAS, NV 89155

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the within Judgment shall be the Final Judgment in this matter and is therefore considered a judgment pursuant to NRCP 54. Dated this 22 day of January, 2015. DISTRICT JUDGE MARK R. DENTON DISTRICT JUDGE DEPARTMENT THIRTEEN LAS VEGAS, NV 89155

EXHIBIT 22

Electronically Filed 07/22/2015 02:36:26 PM **ORDR** 1 Melissa A. Beutler 2 Nevada Bar No. 10948 **BIG-D CONSTRUCTION CORP. CLERK OF THE COURT** 3 3030 S. Highland Drive Las Vegas, Nevada 89101 4 Telephone: (702) 474-8233 Facsimile: (702) 474-8133 5 Melissa.Beutler@big-d.com 6 Philip J. Dabney, Esq. Nevada Bar No. 3391 7 Nicole Lovelock, Esq. Nevada Bar No. 11187 Holland & Hart LLP 8 9555 Hillwood Drive, Ste. 200 9 Las Vegas, Nevada 89134 Telephone: (702) 222-2500 pjdabney@hollandhart.com 10 nelovelock@hollandhart.com 11 Attorneys for Defendant/Counter-Claimant, Big-D Construction Corp. 12 13 DISTRICT COURT 14 CLARK COUNTY, NEVADA 15 Case No. A-10-609048-C PADILLA CONSTRUCTION COMPANY OF 16 NEVADA, a Nevada corporation, Dept.: XIII 17 Plaintiff, **ORDER** 18 vs. 19 BIG-D CONSTRUCTION CORP., a Utah 20 corporation, FIDELITY & DEPOSIT Hearing Date: May 26, 2015 Hearing Time: 9:00 a.m. COMPANY OF MARYLAND, a Maryland 21 corporation, DOE CORPORATION I through DOE CORPORATION V, and ROE I through 22 ROE V individuals, STRICT COURT DEPT# 13 23 Defendants. 24 BIG-D CONSTRUCTION CORP., a Utah 25 corporation, Counter-Claimant, 26 27 1 28

VS.

PADILLA CONSTRUCTION COMPANY OF NEVADA, a Nevada corporation,

Counter-Defendant.

Defendant/Counterclaimant BIG-D CONSTRUCTION CORP.'s Motion for Attorneys' Fees, Costs, and Interest Pursuant to Judgment and to Amend Judgment came before this court for hearing on May 26, 2015.

On March 6, 2015, Big-D filed a Motion for Attorneys' Fees, Costs, and Interest Pursuant to Judgment and to Amend Judgment in the amount of \$1,234,678.55. This Motion sought to Amend the Judgment in the following amounts plus post-judgment interest on those amounts:

Category	Amount
Attorneys Fees	\$383,399.00
Expert Fees	\$38,882.34
Bond Fees	\$24,700.00
Other Costs	\$6,344.99
Pre-Judgment Interest	\$164,921.92

On its Reply on May 18, 2015, Big-D voluntarily removed its claim for Pre-Judgment Interest in response to Padilla's Opposition.

Defendant/Counterclaimant BIG-D CONSTRUCTION CORP. was present by and through its counsel of record, Melissa A. Beutler, Esq. Plaintiff/Counterclaimant PADILLA

CONSTRUCTION COMPANY OF NEVADA was present telephonically by and through its counsel of record, Bruce R. Mundy, Esq. The Court, having fully considered the Motion, the papers on file therein, hearing oral argument, and for good cause appearing, enters the following houng rendered its Decision filed June 16, 2015.

IT IS HEREBY ORDERED THAT Big-D Construction Corp.'s Motion for Attorneys' Fees, Costs, and Interest Pursuant to Judgment and to Amend Judgment is Granted IN PART and Denied IN PART.

IT IS HEREBY FURTHER ORDERED THAT Big-D Corp.'s Motion for bond fees is GRANED and Big-D is awarded bond fees in the amount of \$24,700.00.

IT IS HEREBY FURTHER ORDERED THAT Big-D Corp.'s Motion for costs to depose Padilla's expert is GRANTED and Big-D is awarded costs to depose Padilla's expert in the amount of \$2,730.00.

IT IS HEREBY FURTHER ORDERED THAT Big-D Corp.'s Motion to recover costs incurred to maintain samples is GRANTED and Big-D is awarded costs to maintain the samples in the amount of \$ \$3,614.99.

IT IS HEREBY FUTHER ORDERED that Big-D Corp.'s Motion for expert fees is DENIED IN PART.

IT IS HEREBY FURTHER ORDERED that Big-D Corp.'s Motion for attorney's fees are recoverable in whole and Big-D is awarded attorneys fees in the amount of \$383,399.00.

In summary, the following additional amounts are awarded to Big-D in this ORDER:

Category	Amount
Attorneys Fees	\$383,399.00
Fees to Depose Padilla's Expert	\$2,730.00 (fn. 1)
Bond Fees	\$24,700.00 (fn. 2)
Storage of Stucco	\$3,614.99 (fn. 3)

The supporting documentation for this cost was included as Exhibit B (at July 31, 2012) to the Motion.

² This supporting documentation for this cost was included as Exhibit C to the Motion.

Subtotal \$414,433.99

IT IS HEREBY FURTHER ORDERED THAT Big-D Corp.'s Motion for post-judgment interest is GRANTED and Big-D is entitled to post-judgment interest on the amounts identified in this Order of \$414,433.99 at the rate established in NRS 99.040(1), which rate is the prime rate of 3.25% established on January 1, 2015 plus 2% for a post-judgment interest rate of 5.25%. This equates to a daily rate of \$59.61 starting on the date of the Judgment, January 22, 2015.

IT IS HEREBY FURTHER ORDERED that rather an issuing an amendment to the Judgment, this Order is a supplemental order determining Big-D is entitled to costs and fees as identified herein.

ISSUED this 19 day of June, 2015.

DISTRICT COURT JUDGE

Respectfully submitted by:

BIG-D CONSTRUCTION CORP.

By: /s/ Melissa A. Beutler
MELISSA A. BEUTLER, ESQ. (10948)
3030 S. Highland Drive
Las Vegas, Nevada 89101

Philip J. Dabney, Esq. Nevada Bar No. 3391 Nicole Lovelock, Esq. Nevada Bar No. 11187 Holland & Hart LLP 9555 Hillwood Drive, Ste. 200 Las Vegas, Nevada 89134

Attorney for Defendant/Counter-Claimant, Big-D Construction Corp.

³ The supporting documentation for this cost was included as Exhibit B to the Motion at (March 30, 2012 - \$745); June 4, 2012 - \$1,118.38; July 20, 2012 - \$636.67; August 20, 2012 - \$200.68; October 18, 2012 - \$172.50; November 27, 2012 - \$198.38; February 22, 2012 - \$543.38).

EXHIBIT 23

Case Nos. 67397 & 68683

IN THE SUPREME COURT OF THE STATE OF NECESSARY FILES Jan 29 2016 11:30 a.m.

Tracie K. Lindeman

PADILLA CONSTRUCTION COMPANY OF NEW Supreme Court A NEVADA CORPORATION,

Appellant,

VS.

BIG-D CONSTRUCTION CORP., A UTAH CORPORATION,

Respondent.

APPEAL FROM THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA IN AND FOR THE COUNTY OF CLARK

THE HONORABLE MARK R. DENTON, DISTRICT COURT JUDGE A-10-609048-C

APPELLANT'S OPENING BRIEF

Bruce R. Mundy, NSB #6068 200 South Virginia Street, Eighth Floor Post Office Box 18811 Reno, Nevada 89511-0811 reno-attorney@sbcglobal.net (775) 851-4228

Attorney for the Appellant

Rule 26.1 Disclosure

Pursuant to NRAP 26.1, the undersigned counsel certifies that Appellant, Padilla Construction Company of Nevada, is a Nevada corporation in good standing, no parent company nor any publicly held company owns any interest in the corporation, and is and has been exclusively represented in this matter by Bruce R. Mundy, Nevada State Bar number 6068, a sole practitioner.

Table of Contents

Rule 26.1	Disclosure	i
Table of	Contents	. ii
Table of	Authorities	iii
	onal Statement	
_	Statement	
	t of Issues for Review	
	t of the Case	
	t of Facts	
-	v of the Argumentt	
I.	STANDARD OF REVIEW FOR FINDINGS AND CONCLUSIONS OF LAW	
II.	BIG-D FAILED TO CARRY ITS BURDEN OF PROOF	
III.	NO EVIDENCE PADILLA CAUSED DAMAGES	
	III.A. CURE TIMES NEVER SETTLED	. 7
	III.B. BIG-D NEVER TESTED FAILED STUCCO FOR CAUSATION	. 9
	III.C. CHIN'S TESTS WHILE CONSULTANT TO IGT	. 9
IV	BIG-D'S STOP PAYMENT OF CHECK BREACHED THE SUBCONTRACT	11
V.	BIG-D'S FAILURE TO PROVIDE PADILLA NOTICE OF DEFAULT	15
	AND OPPORTUNITY TO CURE WAS ANOTHER BREACH	15
VI.	BIG-D VIOLATED NEVADA LAW	19
	WITHOLDING PAYMENT TO PADILLA	19
VII.	NO DUTY FOR PADILLA TO INDEMNIFY	23
VIII.	. PADILLA'S CLAIM AGAINST F&D	23
	CONTINGENT ON AWARD OF DAMAGES	23
IX.	PADILLA ENTITLED TO SPOLIATION INSTRUCTION	23
X.	BIG-D NOT ENTITLED TO JUDGMENT	25
	IN THE AMOUNT OF \$600,000.00	25
XI.	BIG-D NOT ENTITLED TO ATTORNEY'S FEES, COSTS, INTEREST	27
XII. CON	ICLUSION	28
NRAP 28	3.2 Attorney's Certificate/NRAP 32(8)(A)	28

TABLE OF AUTHORITIES

Cases	
A.F. Constr. Co. v. Virgin River Casino, 118 Nev. 699, 703, 56 P.3d 887 (2002)	24
Bass-Davis v. Davis, 122 Nev. 442, 450, 134 P.3d 103 (2006)	29
Brown v. State, 107 Nev. 164, 166, 807 P.2d 1379 (1991)	10
Canfora v. Coast Hotels & Casinos, Inc., 121 Nev. 771, 776, 121 P.3d 599 (2005)	23
Clark Cty. Sch. Dist. V Richardson Constr., 123 Nev. 383, 396, 168 P.3d 87 (2007)	10
Clark Cty. Sch. Dist. V Richardson Constr., 123 Nev. 383, 396,168 P.3d 87 (2007)	17
Cook v. Sunrise Hospital & Medical Center, 124 Nev. 997, 1004, 194 P.3d 1214 (2008)	9
Grosjean v. Imperial Palace, 125 Nev. 349, 359, 212 P.3d 1067 (2009)	9
Hilton Hotels v. Butch Lewis Productions, 107 Nev. 226, 234 808 P.2d 919 (1991)	21
Landreth v. Malik, 127 Nev. Adv. Op., No. 16, pg. 4 (2011)	33
Lehrer McGovern Bovis v. Bullock Insulation, 124 Nev. 1102, 1117-1118, 197, P.3d 1032	(2008)
	26
Nassiri and Johnson v. Chiropractic Physicians' Board, 130 Nev. Adv. Op., No. 27, pg. 4	(2014)
	10
Nevada Dept. of Corrections v. York Claims Services, 131 Nev. Adv. Op., No. 25, pg. 7 (2	2015)
	24
Pink v. Busch, 100 Nev. 684, 688, 691 P.2d 456 (1984)	9
Stoll v. Gottlieb, 305 U.S. 165 (1938)	33
The Power Company v. Henry, 130 Nev. Adv. Op., No. 21, pgs. 6-7 (2014)	32
Vega v. E. Courtyard Associates, 117 Nev. 436, 440, 24 P.3d 219 (2001)	24
Statutes	
Nevada Revised Statute 624.624	22
NECKAL 274	23
NRS 624.624	passim
NRS 624.624(1)(a)	
NRS 624.624(1)(b)	24
NRS 624.624(2)	25
NRS 624.624(3)(a), (b), (c)	
NRS 624.624(4)	26
NRS 624.624(4)(b)	26
Other Authorities	
Nevada Jury Instructions, (2011) Instruction 13CN.1	. 9, 16
Rules	-
<u>Itules</u>	
NRAP 26.1	
NRAP 28(e)(1)	34
NRAP 28.2	34
NRAP 32(8)(A)	34
NRAP 32(a)(4)	34
NRAP 32(a)(5)	34
NRAP 32(a)(6)	
NRAP 32(a)(7)	34
NRAP 32(a)(7)(C)	
NRAP 3A(b)(1)	6

Jurisdictional Statement

This Court has jurisdiction pursuant to NRAP 3A(b)(1): "A final judgment entered in an action of proceeding commenced in the court in which the judgment is rendered." The Judgments appealed from include the district court's Findings of Fact and Conclusions of Law (JA Vol. VII., pg. 813) and Order Granting Attorneys' Fees, Costs and Interest (JA Vol. VII., pg. 905).

Routing Statement

This appeal is presumptively retained by the Supreme Court because it is an Appeal of a Judgment issued by the business court, Department XIII of the District Court, Clark County, Nevada and Appellant believes an issue involved in the Appeal raises a question of first impression involving the US Bankruptcy Court: Whether a state court has subject matter jurisdiction to award judgment in excess of the Bankruptcy Court's Chapter 11 approved claim amount.

Statement of Issues for Review

- 1. Whether Respondent met its burden to prove-up causation in a breach of contract matter?
- 2. Whether Respondent violated Nevada law, NRS 624.624, for failure to provide the requisite notice prior to withholding payment to Appellant?
- 3. Whether district court had subject matter jurisdiction to award Judgment in an amount in excess of the Bankruptcy Court Chapter 11 approved claim?

Statement of the Case

The Appellant filed its First Amended Complaint March 9, 2010. Amended, solely to drop a Defendant, the construction project owner, after Respondent construction company posted a bond in lieu of the Appellant's mechanics' and materialmen's Lien. The Complaint alleges Breach of Contract, Breach of Implied

Covenant of Good Faith and Fair Dealing, Negligence per se and a Claim against the lien release bond. The Respondent filed its Answer and Counterclaim April 8, 2010 citing claims for Breach of Contract and Negligence. The Respondent stipulated to dismiss its negligence claim and the district court entered Stipulation and Order to Dismiss August 10, 2015. The case proceeded to a bench trial December 2 & 3, 2014. The court entered its Findings of Facts and Conclusions of Law and Judgment January 22, 2015 for the Respondent in the amount of \$600,000.00. Subsequently, Respondent filed a Motion for Attorneys' Fees, Costs and Interest, which was granted July 22, 2015 in the amount of \$414,433.99 plus interest in the amount of \$59.61 per day starting January 22, 2015.

Statement of Facts

Respondent Big-D Construction Corp. ("Big-D") entered into a construction agreement to build a facility for IGT in Las Vegas, which included a stone façade glued to stucco both on the exterior of the building as well as some parts of the interior. Shortly after the job was finished and IGT occupied the building, stones fell off the exterior façade. IGT's consultant, Ian Chin, a Nevada licensed Architect and Structural Engineer, and Big-D investigated the falling stones and found deficiencies in the adhesive used to bond the stone to the stucco. It was further determined that the stones and underlying stucco needed to be removed and replaced. In preparation for the second stone installation, Big-D entered into a Subcontract in September¹ of 2009 with Appellant, Padilla Construction Company of Nevada ("Padilla").

The second stone installation project commenced with Padilla installing the stucco on the exterior and interior walls where stone panels would be glued. In mid-September, during the stone adhesion coverage process, when stones were pulled

¹ Trial Exhibit, JA Vol. 1, pg. 91

back to check the adhesive coverage, there were several events² when the stone pulled the second (brown) coat of the stucco from the first (scratch) coat. Padilla's theory of the cause of the separations was Big-D's scheduling of the stone installation did not allow its stucco to properly dry (cure)³. At that time, Big-D did not have a theory of cause.⁴ After inspections and conferences between IGT and Big-D, it was decided to substitute a prefabricated cement board that was better suited to the stone adhesive coverage pulling and did not require a cure time.⁵ Padilla left the job and submitted its Payment Request, which was approved⁶, and Big-D issued a check in payment only to stop payment due to unresolved disputes⁷ with Padilla.

Big-D retained the services of IGT's former consultant, Ian Chin, after the conclusion of his relationship with IGT. In the absence of a settlement of the dispute between Big-D and Padilla, Padilla filed a Complaint⁸ March 9, 2010 alleging claims for Breach of Contract, Breach of Implied Covenant of Good Faith and Fair Dealing, Negligence per se and a Claim against the lien release bond. Big-D responded with an Answer and Counterclaim⁹ April 8, 2010 citing claims for Breach of Contract and Negligence. Big-D stipulated to dismiss its negligence claim and the district court entered Stipulation and Order to Dismiss August 10, 2015. The case proceeded to a bench trial December 2 & 3, 2014. The district court entered its Findings of Facts and Conclusions of Law and Judgment¹⁰ January 22, 2015 for the Respondent in the amount of \$600,000.00. Subsequently, Respondent filed a Motion for Attorneys' Fees, Costs and Interest, which was granted11 July 22, 2015 in the amount of

² Trial Exhibit, JA Vol. 3, pg. 261
³ Lopez depo, JA Vol. V., pg. 411, lines 10-25
⁴ TSRCP 1, JA Vol. V., pg. 469, lines 10-23.
⁵ Lopez depo, JA Vol. V., pg. 413, lines 17-21
⁶ TEXH 9, JA Vol. II., pg. 215
⁷ TEXH 61, JA Vol. III., pg. 281
⁸ Complaint, JA Vol. 1, pg. 1
⁹ Answer and Counterclaim, JA Vol. 1, pg. 10.
¹⁰ FF&CL, Judgment, JA Vol. 7, pg. 813
¹¹ Order, JA Vol. 7, pg. 905

\$414,433.99 plus interest in the amount of \$59.61 per day starting January 22, 2015.

Summary of the Argument

Respondent failed to meet its burden to prove causation by a preponderance of evidence; that a Padilla commission or omission caused the complained of separations of its stucco. Appellant also argues Respondent's withholding payment to Padilla, when at the same time admitting it did not know what caused the separations, was a breach of the Subcontract as well as Nevada law, NRS 624.624. In addition, Appellant argues the district court awarded judgment and attorneys' fees, costs and interest in violation of the parties' Stipulation and in excess of the Bankruptcy Court's Chapter 11 allowed claim

Argument

I. STANDARD OF REVIEW FOR FINDINGS AND CONCLUSIONS OF LAW

The district court's factual findings will be upheld if not clearly erroneous, and if supported, by substantial evidence. *Ogawa v. Ogawa*, 125 Nev. 660, 668, 231 P.3d 699 (2009). In the absence of evidence to support the trial court's findings, they are clearly erroneous. *Pink v. Busch*, 100 Nev. 684, 688, 691 P.2d 456 (1984). This Court has defined substantial evidence as evidence that a reasonable mind might accept as adequate to support a conclusion. *Cook v. Sunrise Hospital & Medical* Center, 124 Nev. 997, 1004, 194 P.3d 1214 (2008). The Court reviews conclusions of law de novo. *Grosjean v. Imperial Palace*, 125 Nev. 349, 359, 212 P.3d 1067 (2009).

II. BIG-D FAILED TO CARRY ITS BURDEN OF PROOF

As the Counterclaimant, it is Big-D's duty to present evidence and argument to prove its allegation that Padilla Construction breached the Subcontract. *Nassiri and Johnson v. Chiropractic Physicians' Board*, 130 Nev. Adv. Op., No. 27, pg. 4

(2014). The standard for Big-D's proof is the general civil standard: a preponderance-of-the-evidence. *Id.* at pg. 6. A preponderance of evidence is not a measurement of the greatest number of witnesses, instead, it's the persuasive weight of evidence to lead a trier of fact to find the existence of the contested fact is more probable than its nonexistence. *Brown v. State*, 107 Nev. 164, 166, 807 P.2d 1379 (1991).

The proof elements for a breach of contract claim are: (1) The existence of an enforceable agreement between the parties; (2) Plaintiff/Counter-claimant's performance; (3) Defendant/Counter-defendant's unjustified or unexcused failure to perform; and (4) Damages resulting from the unjustified or unexcused failure to perform. *Nevada Jury Instructions*, (2011) Instruction 13CN.1. A breach of contract claim for damages requires a failure to perform that is material; that the failure to perform defeats the purpose of the contract. *Id.* at Instruction 13CN.42. Integral to the proof of damages is proximate cause, causation: "That is if the damage of which the promisee [Big-D] complains would not have been avoided by the promisor's [Padilla Construction] not breaking [its] promise, the breach cannot give rise to damages." *Clark Cty. Sch. Dist. V Richardson Constr.*, 123 Nev. 383, 396, 168 P.3d 87 (2007). The existence of a valid agreement between the parties was never in dispute. Trial Exhibit¹² (TEXH") 1, Subcontract JA Vol. I. pg. 91.

III. NO EVIDENCE PADILLA CAUSED DAMAGES

The complained of damages arise from the separation of the second (brown) coat of stucco from the first (scratch) coat during the process to check for proper stone adhesive coverage when an installed stone was pulled back from the brown coat to visually check the adhesive coverage. Padilla does not dispute the separations occurred and were observed by everyone involved with the IGT stone project.

What is not known, and the primary focus of the trial, is the causation of the

¹² As stipulated by the parties, Trial Exhibits 1-91 were admitted, JA Vol. V, pg. 456, L 9-24.

separations. Between the parties, there was no dispute the trial was about causation: (1) "the reason we are here today is why did the separations occur" (Padilla Opening, Trial Transcript Day 1 ("TSRCP 1", JA Vol. V., pg. 440, lines 24-25); (2) "as Mr. Mundy [Padilla trial counsel] characterized this is, frankly, a trial related to causation" (Big-D Opening, TSRCP 1, JA Vol. V., pg. 445, lines 4-5); and (3) the court, "is that [trial related to causation] correct" directed to Mr. Mundy, "That is correct", the court "All right. The record will so reflect." TSRCP 1, JA Vol. V., pg. 445, lines 6-11.

It is Padilla's position the separations were caused by the premature installation of the stone on the stucco before it was fully dry (cured). TSRCP 1, JA Vol. V., pg. 440, line 25 – pg. 441, line 4. According to EXPO, the stucco mix supplier to this job, "Proper curing is essential" and "Proper curing is important especially in hot or windy conditions." It's not unduly speculative to imagine the Las Vegas jobsite as hot, and maybe even windy in September. TEXH 26, JA Vol. II., pg. 111, CURING heading). Each stone panel measured four feet wide and thirty inches high and weighed close to forty pounds. TSRCP 1, JA Vol. VI., 597, lines 3-9. Padilla's analogy was the cause of the separations was no different than the damage caused by parking your car on your new concrete driveway before it fully dried (cured). TSRCP 1, JA Vol. V., pg. 441, lines 2-4. According to Chin, in answer to the question of what the Architect's plan instruction to determine the most effective procedures for curing and lapse time between coats based on climatic and job conditions, meant:

It means that it's important to make sure that, first of all, the scratch coat is — has sufficient cure time before you apply the brown coat to it. It's also — and it talks about making sure that the brown coat has sufficient cure time — as well as the other times involved before you apply anything to it.

So this is very important because you want to make sure that the strength of the materials are up to the point where

you can apply materials to it without causing any damage to the [stucco] system. TSRCP 2, JA Vol. VI., pg. 682, line 22 – pg. 683, line 6.

III. A. CURE TIMES NEVER SETTLED

As will be evident, cure times were far from settled and an ongoing controversy. Chin testified that according to the project specifications, the parties responsible for specifying the cure time included the "contractor, the subcontractor, and the [stucco] materials supplier . . ." TSRCP 2, JA Vol. VI., pg. 29, lines 7 – 13. Lopez, Chief Operating Officer for Padilla Construction Company of Nevada, who worked in the lath and plastering business (stucco) all his adult life including 13 years with Padilla, (Lopez depo, JA Vol. V., pg. 415, lines 1-3, pg. 410, line 21), testified he told Brinkerhoff the brown coat needed to cure 28 days before installing the stone on it. Lopez depo, Vol. V., pg. 416, lines 19-25, pg. 417, lines 1 – 4. After Lopez observed some of the separations, Brinkerhoff testified Lopez's only response was "the product should have cured for 30 days before the stone was allowed to be installed on it." TSRCP 1, Vol. V., pg. 593, lines 22-24.

Chin, in his role as an IGT consultant (TSRCP 2, JA Vol. VI., pg. 742, line 20), informed IGT's counsel, Ferrario, that the scratch coat should cure one day and the brown coat twenty-one days, unless the stucco mix was mixed with latex, then it would require seven to fourteen days. (T Exh 38-1) Chin testified at trial he didn't believe latex was used in the stucco mix. (TSRCP 2, JA Vol. VI., pg. 741, line 3) Then, IGT's counsel Ferrario reports "The stucco cure issue continues to evolve. Right now we are operating under a 2 day scratch 7 day brown cure. This is consistent with the county requirements" (verified as minimum intervals, cure time, between plaster coats in the Clark County Building Code, (TEXH 450¹³, JA Vol. V. pg. 400, Table 2512.6) and asks for Chin's thoughts. TEXH 38, JA Vol. III, pg. 259 Ferrario 09/04/09 email. In response, Chin agrees the seven day cure is consistent

¹³ Admitted, JA Vol., VII, pg. 784, line 2.

with the low published cure time he has reviewed so he doesn't think that it can be shortened; however, he notes that while the two day cure for the scratch coat is consistent with the high published time he has reviewed, he thinks there is a possibility to lower the scratch cure time to one day with a stucco subcontractor inspection after one day to determine if its rigid enough to install the brown coat. TEXH 38, JA Vol. III., pg. 259, Chin 09/04/09 email.

Meanwhile, Brinkerhoff, advised IGT's Stecker on August 28th: (1) "[s]tone installation on Wednesday is contingent on 48 hours cure time" (TEXH 400¹⁴, JA Vol. IV., pg. 368, paragraph four) and in the same paragraph advises he has sent the approved plaster product (EXPO MX3) data to ABB Engineers, PSI Engineering, and the product manufacturer (EXPO) for cure time recommendations. Subsequently, Brinkerhoff testified he received a reply from EXPO (TSRCP 1, JA Vol. VI, pg. 631, lines 6-13) that "normal curing and applications are required." TEXH 32, JA Vol. III., pg. 250. Although he acknowledged receiving cure time recommendations from ABB and PSI, he didn't remember what they were. T Trans D-1, pg. 190, lines 5-15. In answer to the question did he ever find out what the normal curing time was, he answered "We used two days and seven days." TSRCP 1, JA Vol. VI., pg. 631, line 24 - pg. 632, line 2.

Nowhere, is there any evidence of a 'summit' meeting between IGT, Big-D, EXPO and Padilla to resolve the obvious dispute as to the critical cure times. Instead, it appears as the person solely responsible for scheduling work, Brinkerhoff arbitrarily set the cure time to two days for the scratch coat and seven days for the brown coat. During trial, Brinkerhoff testified he had exclusive responsibility for scheduling the work of all subcontractors; Q. Would it be fair to say that, if you didn't schedule it, it was not going to happen? A. Yes, absolutely. TSRCP 1 JA Vol.

¹⁴ Admitted, JA Vol., VI, ;g. 567, line 2

V., pg. 462, lines 12-14.

III. B. BIG-D NEVER TESTED FAILED STUCCO FOR CAUSATION

Big-D never determined the cause of the separations. According to Big-D's Brinkerhoff, answering the question why Big-D didn't terminate the Subcontract with Padilla: "[W]e made a decision based on the rejection of Padilla's work by IGT. We didn't know cause." TSRCP 1, JA Vol. V., pg. 469, lines 10-23. In a letter to Padilla's Lopez dated November 3, 2009, Big-D's counsel, Hurley, stated Big-D "is looking to Padilla to assist in investigating the cause of the failure." TEXH 58, JA Vol. III., pg. 276, paragraph 3. On November 18, 2009, when questioned whether he had released the check to Padilla, Big-D's McNabb responded: "No way. Why would I? Their work is failing. We still don't know who's at fault." TSRCP 1, JA Vol. VI, pg. 650, lines 12-13, TEXH 61, JA Vol. III., pg. 281.

III. C. CHIN'S TESTS WHILE CONSULTANT TO IGT

On April 8, 2010, Big-D filed its Counterclaim alleging "Padilla's Work was substandard and improperly installed and did not comply with the plans and specifications for the Project and/or ASTM Standards." Counterclaim, JA Vol. I., pg. 16, lines 27-28. Nearly seven months after Padilla was informed the project was going in a different direction (Lopez depo, JA Vol. V., pg. 413, lines 1-2) with a concrete board that didn't require a cure time and four months after finding out its payment for the work completed was being held ransom (TEXH 59, JA Vol. III., pg. 277, last paragraph, first sentence) pending Padilla's assistance to find the cause of the separations; Big-D first divulged its allegations as to why the separations occurred.

In support of the Counterclaim, Chin testified at trial about his observations of the stucco separations but failed to put forth evidence that any of the alleged deviations from the plans and specifications were material; caused the separations. For example, Chin's testimony included several references to the thickness of the stucco coats vs. the project's plans and specifications, but then admitted "whether the brown coat was 2 inches or a quarter of an inch, scratch coat an inch or onequarter of an inch, it did not affect the bond strength", the strength of the connection between the scratch and brown coats. TSRCP 2, JA Vol. VI., pg. 735, lines 18-21.

As to claims the scratch coats were not properly roughened; nowhere did Chin show any measurement of the grooves; determine whether they were the "approximately 1/8 inch" specified by EXPO. TEXH 37, JA Vol. III., pg. 256, paragraph 3.39B, NOTE. After admitting he never saw grooving of the scratch coat in more than one direction at the jobsite (TSRCP 2, JA Vol., pg. 712, lines 9 11) and commenting on Trial Exhibit 448 (TEXH 448¹⁵, JA Vol. V., pg. 391), three photographs of the same separation showing a minor amount of grooving in a second direction, TSRCP 2, JA Vol. VI., pg. 711, lines 13-14), Chin was unable to identify a percentage of wrong direction grooving that would cause a failure of the bond. TSRCP 2, JA Vol. VII., pg. 749, lines 10-14. He eventually admitted the wrong direction grooving only "maybe contributing to" the lack of bond between the brown coat and the scratch coat. TSRCP, JA Vol. VI., pg. 712, lines 17-19. For Trial Exhibit 438¹⁶, Chin sites no grooving of the scratch coat is evident (TSRCP 2, Vol. VI., pg. 718, lines 24-25), however, admits that he didn't use a 3D camera that can capture the depth dimension, but when questioned, he claimed to have put his hand on the scratch coat at the bottom of the three inch diameter¹⁷ core hole (TSRCP 2, JA Vol. VII., pg. 750, lines 10 - 15); perhaps the grooving, dark shadows on the scratch coat, was more readily observed in (TEXH 438-4, JA Vol. V., pg. 386) with the close-up photograph of the scratch coat and the apparent more direct lighting?

In all instances, when Chin noted no bond between the scratch and brown coats,

¹⁵ TEXH 448, Admitted for limited purpose: not for the truth of the matter asserted, JA Vol. VI, pg. 717, line 13.

16 Admitted, JA Vol. VI, pg. 720, line 18.

17 TSRCP 2, JA Vol. VI., pg. 717, line 20.

he admitted no knowledge of when the brown coat had been installed; where in the curing period the stucco might have been or whether sampling/testing was done before the brown coat fully cured? For Trial Exhibit 438, photos of coring/testing on the inside of the building September 17th (TSRCP 2, JA Vol. VI., pg. 720, lines 20-22) as well as trial exhibit (TEXH 15-7, JA Vol. II., pg. 232), which summarizes Chins notes for the 17th testing; Chin admitted he did not know when the brown coat had been installed. TSRCP 2, JA Vol. pg. 749, line 24 – pg. 750, line 2.

Similarly for Trial Exhibit 449¹⁸, (JA Vol. V., pg. 395), the references to the September 22nd testing, Chin admitted he did not know when either the scratch or brown were installed. TSRCP 2, Vol. VII., pg. 751, lines 17-18. Both of the admissions of no knowledge when the relevant stucco was installed also applies to (TEXH 60, JA Vol. III., pg. 279), Chin's November 17, 2009 email to IGT's counsel, Ferrario, reporting on both the September 17th and 22nd testing. Neither TEXH 406¹⁹ nor TEXH 446²⁰ were admitted for the truth of the matter asserted, so neither contributed any evidence of a material breach.

In summary, Big-D failed to carry its burden to present a preponderance of evidence that Padilla's alleged deviations from the plan and specifications were material and caused the complained of damages. That the damage of which Big-D complains would not have been avoided by Padilla not breaking its promise to furnish stucco in compliance with the plans and specifications.

IV BIG-D'S STOP PAYMENT OF CHECK BREACHED THE SUBCONTRACT

The proof elements for a breach of contract claim are: (1) The existence of an enforceable agreement between the parties; (2) Plaintiff/Counter-claimant's

Admitted, JA Vol. VII., pg. 717, line 13.
 Admitted for limited purpose: not for the truth of the matter asserted, JA Vol. VI., pg. 709, line

Admitted for limited purpose: not for the truth of the matter asserted, JA Vol. VI, pg. 695, line

performance; (3) Defendant/Counter-defendant's unjustified or unexcused failure to perform; and (4) Damages resulting from the unjustified or unexcused failure to perform. *Nevada Jury Instructions*, (2011) Instruction 13CN.1. A breach of contract claim for damages requires a failure to perform that is material; that the failure to perform defeats the purpose of the contract. *Id.* at Instruction 13CN.42. Integral to the proof of damages is proximate cause, causation: "That is if the damage of which the promisee [Big-D] complains would not have been avoided by the promisor's [Padilla Construction] not breaking [its] promise, the breach cannot give rise to damages." *Clark Cty. Sch. Dist. V Richardson Constr.*, 123 Nev. 383, 396,168 P.3d 87 (2007). The existence of a valid agreement between the parties was never in dispute. SUBCONTRACT AGREEMENT, TEXH 1, JA Vol. I., pg. 91.

After leaving the project in mid-September because "they were going in a different direction" (Lopez depo, JA Vol. V., pg. 413, lines 1-2) with a prefabricated cement "board that can handle the pressure of them [stone installers] pulling on it, plus they could install that board and immediately start installing the stone [no cure time]." (Id. at pg. 413, lines 17-21), Padilla submitted a Big-D Payment Request form as specified by the Subcontract (TEXH 1, JA Vol. I., pg. 92, paragraph D) for the work completed to date of the 'going in a different direction' notice. Padilla's performance was confirmed by Big-D's Brinkerhoff. Q: Describe for the Court the process of what happens from the time you receive a payment application until the time that a check goes out the door. TSRCP 1, JA Vol. V., pg. 490, lines 22-24. A: "I approved this [TEXH 9, JA Vol. II., pg. 215, Padilla's 09/25 Payment Request] at 82 percent complete, absolutely did. I felt like Padilla had installed 82 percent of the product." TSRCP 1, JA Vol. V., pg.491 lines 8-10. Brinkerhoff approved the September 25, 2009 Payment Request in the amount of \$185,991.85 for payment

October 25, 2009. TEXH 9, JA Vol. II., pg. 215²¹.

Big-D failed to perform; to pay Padilla in accordance with the approved Payment Request without justification or excuse. According to the district court, Big-D's performance was excused by Padilla's breach of the Subcontract, which occurred before Big-D's alleged breach (Conclusion of Law ("CL") JA Vol. VII., pg.831, lines 5-6); that payment was excused because IGT rejected Padilla's work (CL, JA Vol. VII pg. 831, lines 7-10), and; Big-D was excused from giving the Subcontract mandated notice of default and opportunity to cure because Padilla refused to participate in the investigation of the cause of the failures and any remediation. CL, JA Vol. pg. 831, line 12, pg. 832, line 7.

Notwithstanding Big-D's failure to present a preponderance of evidence that Padilla's alleged deviations from the plans and specifications caused the complained of separations, Padilla's breach could not have been prior to Big-D's. Big-D stopped payment November 18, 2009 of the payment check for the work Brinkerhoff affirmed Padilla had completed in September (TEXH 61, JA Vol. III., pg. 281) and at a time when Big-D admittedly did not know the cause of the separations. On November 18, 2009, when questioned whether he had released the check to Padilla, Big-D's McNabb responded: "No way. Why would I? Their work is failing. We still don't know who's at fault." TSRCP 1, JA Vol. VI, pg. 650, lines 12-13.

There was no justification to withhold Padilla's payment because IGT rejected the stucco in the absence of an erroneous assumption there was only one cause of the separations, Padilla. The assumption of a single potential cause was contradicted by Brinkerhoff:

[A]t the time, we made the decision [substitute cement board in place of stucco] based on the rejection of Padilla's work by IGT. We didn't know the cause. We didn't know whether it was labor related. We didn't know whether it

was material related. We didn't know whether it was weather condition related." TSRCP, JA Vol. V., 469, lines 18-23

Additionally, Padilla complained the cause was Big-D's scheduling the installation of the stone before its stucco properly cured²², which was never disputed until April 8, 2010 when Big-D filed its Counterclaim alleging deviations from the plans and specifications caused the damages; rejection of the stucco requiring the removal and replacement. CC, JA Vol. I., pgs. 16 & 17, paragraphs 11-13. Not when Big-D notified Padilla in mid-September 2009 that the project was going in a new direction (Lopez depo, JA Vol. V., pg. 413, lines 1-2) with a cement board that could better stand the stone pulling forces and didn't require a cure time (*Id.* at 413, lines 17-21) nor in Big-D's counsel, Hurley's November 3rd letter stating "Big-D is looking to Padilla to assist in investigating the cause of the failure." TEXH 58, JA Vol. III., pg. 276, third paragraph, last sentence. IGT's rejection of the stucco was not justification to withhold Padilla's payment in November when Big-D admittedly had no knowledge Padilla caused the separations.

Padilla neither refused to participate in the investigation of the failure or remediation. Upon receipt of Big-D's counsel, Hurley's November 3rd letter stating "Big-D is looking to Padilla to assist in investigating the cause of the failure" (TEXH 58, JA Vol. III., pg. 276, third paragraph, last sentence), Padilla responded stating that "without third party confirmation that its work is sub-standard" it expected to be paid. TEXH 59, JA Vol. III., pg. 278. Big-D never responded to the letter, including suggestions for a third party expert to verify the cause of the separations and a proposal for the fair sharing of the costs. The reason? The reality of the situation in November 2009, there was nothing for anyone to investigate. Lopez

Padilla's Lopez testified he told Brinkerhoff the brown coat needed to cure 28 days before installing the stone on it. Lopez depo, Vol. V., pg. 416, lines 19-25, pg. 417, lines 1-4. After Lopez observed some of the separations, Brinkerhoff testified Lopez's only response was "the product should have cured for 30 days before the stone was allowed to be installed on it." TSRCP 1, Vol. V., pg. 593, lines 22-24

testified that the same day Brinkerhoff told him the project was going in a different direction, Big-D was "destroying the product [stucco] and ripping stone off the wall and starting over." (Lopez depo, JA Vol. V., pg. 413, lines 1-2, pg. 412, lines 17-22). Brinkerhoff's calendar shows "Demo Padilla Substrate" September 14-16, 2009. (TEXH 74, JA Vol. III., pg. 294). As for refusing to participate in the remedial work, installation of the cement board (Durock), Padilla was never asked. Big-D's Brinkerhoff testified he didn't "specifically recall that conversation" asking Padilla if they would install the Durock. (TSRCP 1, JA Vol. VI., pg. 504, lines 4-5), nor could Big-D's McNabb produce proof that a request for proposal, standard in the construction industry for requesting work/materials beyond the terms of the contract, was issued to Padilla for the installation of the Durock. TSRCP 1, JA Vol. VI., pg. 530, lines 21-25. Big-D's withholding Padilla's payment at a time when it admittedly did not know the cause of the separations was a material breach of the Subcontract that caused damages to Padilla in the amount of the payment due for its services, and as approved by Big-D's Brinkerhoff. TEXH 9, JA Vol. II., pg. 215.

V. BIG-D'S FAILURE TO PROVIDE PADILLA NOTICE OF DEFAULT AND OPPORTUNITY TO CURE WAS ANOTHER BREACH

Big-D's failure to provide Padilla written notice of an alleged defect of its work and resulting opportunity to inspect and to cure the defect is a breach of the implied covenant of good faith and fair dealing. "In every contract or agreement there is an implied promise of good faith and fair dealing. This means that each party impliedly agrees not to do anything to destroy or injure the right of the other to receive the benefits of the contract. Thus, each party has the duty not to prevent or hinder performance by the other party." *Hilton Hotels v. Butch Lewis Productions*, 107 Nev. 226, 234 808 P.2d 919 (1991). Padilla's position is the failure of Big-D to provide Padilla written notice of an alleged defect of its work and resulting opportunity to inspect and to cure the defect as provided by the terms of the Subcontract, section

5.1 and Exhibit "Z", prior to withholding payment, prevented Padilla's performance and denied it the benefit (payment) of the Subcontract; a breach of the of the implied covenant of good faith and fair dealing. Joint Pre-Trial Memorandum Pursuant to EDCR 2.67. JA Vol. I., pg. 64, lines 12 – 21.

In mid-September 2009²³, Padilla was informed by Big-D's Brinkerhoff that installation of the stucco, Padilla's work, was stopped because "they were going in a different direction" (Lopez depo, JA Vol. V., pg. 413, lines 1-2) with a prefabricated cement "board [Durock] that can handle the pressure of them [stone installers] pulling on it, plus they could install that board and immediately start installing the stone [no cure time]." (Lopez depo, JA Vol. V., pg. 413, lines 17-21) This change in material from stucco to a prefabricated cement board didn't surprise Lopez who had been adamant to that point the only problem with the stucco was the premature installation of the stone before the stucco was allowed to properly cure. Concerned that the stucco wasn't being allowed to cure properly, when asked who at Big- D he communicated that concern to, he replied "Everyone." Lopez depo, JA Vol. V., pg. 411, lines 10-25. A switch to a substrate that didn't require curing time was understandable because Lopez knew Big-D was under pressure from IGT to finish the project in time for some type of IGT event at the project site. Lopez depo, JA Vol. V., pg. 413, line 22 – pg. 414, line 3.

There was no evidence that at the time of the mid-September announcement of going in a new direction that Big-D alleged the separations were caused by a Padilla commission or omission. To the contrary, reference to the advantage of no cure time for the cement board indicated adequate cure time was an issue. Further, trial testimony made it apparent that in mid-September, Big-D couldn't have given

²³ Lopez testified that the same day Brinkerhoff told him the project was going in a different direction, Big-D was "destroying the product [stucco] and ripping stone off the wall and starting over." (Lopez depo, JA Vol. V., pg. 413, lines 1-2, pg. 412, lines 17-22). Brinkerhoff's calendar shows "Demo Padilla Substrate" September 14-16, 2009. (TEXH 74, JA Vol. III., pg. 294).

Padilla notice of a defect/deficiency in their work causing the separations; Big-D was not aware of any. According to Big-D's Brinkerhoff, answering the question why Big-D didn't terminate the Subcontract with Padilla: "[W]e made a decision [substitute cement board in place of stucco] based on the rejection of Padilla's work by IGT. We didn't know cause." TSRCP 1, JA Vol. V., pg. 469, lines 10-23. In a letter to Padilla's Lopez dated November 3, 2009, Big-D's counsel, Hurley, stated Big-D "is looking to Padilla to assist in investigating the cause of the failure." TEXH 58, JA Vol. III., pg. 276, third paragraph, last sentence. On November 18, 2009, when questioned whether he had released the check to Padilla, Big-D's McNabb responded: "No way. Why would I? Their work is failing. We still don't know who's at fault." TSRCP 1, JA Vol. VI, pg. 650, lines 12-13, TEXH 61, JA Vol. III., pg. 281.

According to the pertinent language of Section 5.1 of the Subcontract titled Notice to Cure:

If you [subcontractor] are guilty of a material breach of a provision of this Subcontract, you may be deemed in default of this Subcontract. If you fail, within three (3) days after written notification, to commence and continue satisfactory correction of such default, then at your expense, we will: (a) Provide the most expeditious correction of the default . . . (b) Supply labor, materials, equipment . . . necessary for the satisfactory correction of your default . . . (c) Withhold payment of moneys due you until the work is fully completed and accepted by the Owner. TEXH 1, JA Vol. I., pgs. 101-102, Section 5.1.

When a contract is clear on its face, it will be construed from the written language and enforced as written. *Canfora v. Coast Hotels & Casinos, Inc.*, 121 Nev. 771, 776, 121 P.3d 599 (2005). Clear on its face, Section 5.1 required Big-D provide a written notice to Padilla of a material default and three days for Padilla to commence and continue satisfactory correction of the alleged default before Big-D was entitled to withhold payment to Padilla. In addition to Padilla's Section 5.1 right to inspect, inherent in the right to commence and continue correction of an alleged default is

Nevada Exhibit "Z" right to inspect a claimed defect in its work. The fourth paragraph states in part:

There shall not be any back charge or deduction from the contract price due Padilla for expense alleged to have been caused by Padilla without prior written notice to Padilla, and Padilla having been given a reasonable opportunity to inspect the claimed defect. TEXH 1, JA Vol. I., pg. 106, 4th paragraph. Note – Brinkerhoff stipulated he initialed the Subcontract on behalf of the Big-D. TSRCP 1, JA Vol. V, pg. 464, lines 18-19.

Big-D's failure to give the requisite written notice of a material breach/defect deceived Padilla to any need to defend its work; to have their expert inspect the failed work, and take samples necessary for laboratory analysis while the alleged failed work was available and before the six month shelf life of the EXPO MX3 expired precluding the scientifically necessary control samples. What else would Padilla believe under the circumstances that its work was being replaced with material that doesn't require cure time and without any notice alleging a breach of the contract or that its work is defective? Padilla's state of mind that inadequate cure time was the problem, and a problem over which Padilla had no control was unchallenged. The stone installation was exclusively scheduled by Big-D. During trial, Brinkerhoff testified he had exclusive responsibility for scheduling the work of all subcontractors; Q: "Would it be fair to say that, if you didn't schedule it, it was not going to happen?" A: "Yes, absolutely." TSRCP 1 JA Vol. V., pg. 462, lines 12-14.

A couple of problems arise from the lack of the Section 5.1 written notice: Padilla was denied an opportunity to cure and mitigate the damages, but this pales in comparison to the denial of Padilla's opportunity to defend its work while the evidence of failed stucco was still available. Neither of which were fair or in good faith, therefore, Big-D breached the implied covenant of good faith and fair dealing in the Subcontract.

VI. BIG-D VIOLATED NEVADA LAW WITHOLDING PAYMENT TO PADILLA

Nevada Revised Statute 624.624 (JA Vol. V., pg. 425) specifies the law for payments or withholding payments to subcontractors. "When the language of a statute is plain and unambiguous, a court should give that language its ordinary meaning and not go beyond it." *Nevada Dept. of Corrections v. York Claims Services*, 131 Nev. Adv. Op., No. 25, pg. 7 (2015). This Court reviews issues of statutory construction de novo. *A.F. Constr. Co. v. Virgin River Casino*, 118 Nev. 699, 703, 56 P.3d 887 (2002). A violation of a statute constitutes negligence per se if the injured party belongs to the class of persons that the statute was intended to protect, and the injury suffered is of the type the statute was intended to prevent. *Vega v. E. Courtyard Associates*, 117 Nev. 436, 440, 24 P.3d 219 (2001).

Big-D and Padilla executed a Subcontract for the IGT project September 3, 2009. TEXH 1, JA Vol. I. pg. 93. After the mid-September "going in a new direction" notice from Big-D, Padilla submitted its Payment Request September 25th to Big-D, which Big-D's Brinkerhoff acknowledged he signed September 30th with the notation payment was due in thirty days on October 25th. TEXH 9, JA Vol. II., pg. 215, TSRCP 1, JA Vol. V., pg. 474, line 17 – pg. 475, line 10.

NRS 624.624(1), JA Vol. V., pg. 425, pertains to written agreements between a higher-tiered contractor [Big-D] and a lower-tiered subcontractor [Padilla]. Accordingly, if the written agreement [Subcontract] includes a schedule for payments, Big-D

shall pay [Padilla] (1) On or before the date payment is due, or (2) Within 10 days after the date [Big-D] received payment for all or a portion of the work, materials, or equipment described in a request for payment . . ., Whichever is earlier." NRS 624.624(1)(a), Emphasis Added

If the Subcontract does not include a schedule for payments, Big-D

"shall pay [Padilla] (1) Within 30 days after the date the

[Padilla] submits a request for payment, or (2) Within 10 days after the date [Big-D] received payment for all or a portion of the work, labor, or equipment described in a request for payment . . ., Whichever is earlier." NRS 624.624(1)(b), Emphasis Added

The district court concluded NRS 624.624 was designed to ensure general contractors pay subcontractors after the general contractor receives payment from the Owner of the project [IGT]. CL, JA Vol. VII., pg. 833, lines 14-16, Emphasis Added. This is contrary to the plain language of the statute. The relevance of the Owner's payment to the general contractor in either subsection 1, paragraph a. or b., is the potential to shorten the time for payment if the Owner were to pay either before the payment to the subcontractor is due, (a.), or before 30 days after the subcontractor submits a request for payment, (b). In this instance, the Subcontract did not contain a schedule for payments, therefore, as Brinkerhoff stated as standard practice (TSRCP 1, JA Vol. V., pg. 474, line 18 – pg. 475, line 7), payment was due within 30 days after the date Padilla submitted their Payment Request. TEXH 9, JA Vol. II., pg. 216.

Similarly, the district court concluded "Padilla was to be paid . . . after IGT paid Big-D" according to a term of the Subcontract. CL, JA Vol. VII., pg. 834, lines 9-10. This conclusion is contrary to this Court's finding that "pay-if-paid provisions are unenforceable because they violate public policy." *Lehrer McGovern Bovis v. Bullock Insulation*, 124 Nev. 1102, 1117-1118, 197. P.3d 1032 (2008). Also noted in the Subcontract, Section 4.2 (TEXH 1, JA Vol. pg. 101), paragraph above Section 4.3), which contains the statement "As an absolute condition precedent to you receiving payment . . . we must have first received from the Owner the corresponding periodic payment", there is the handwritten notation, "Nevada Law will take precedence" and initialed by Big-D's Brinkerhoff.²⁴

²⁴ Brinkerhoff stipulated he initialed the Subcontract on behalf of the Big-D. TSRCP 1, JA Vol. V, pg. 464, lines 18-19.

Big-D had no lawful right to withhold Padilla's payment. Pursuant to NRS 624.624(2), Big-D's right to withhold Padilla's payment was contingent on compliance with subsection 3. According to NRS 624.624(3), if Big-D intended to withhold any amount from its payment to Padilla, Big-D must have given, on or before the date payment was due, a written notice to Padilla of any amount that will be withheld and give a copy of the notice to all other contractors and the Owner. The written notice must:

(a) Identify the amount of the request for payment that will be withheld from the lower-tiered subcontractor; (b) Give a reasonably detailed explanation of the condition or the reason the higher-tiered contract will withhold that amount, including, without limitation, a specific reference to the provision of section of the agreement with the lower-tiered subcontractor, and any documents relating thereto, and the applicable building code, law or regulation with which the lower-tiered subcontractor has failed to comply; and

(c) Be signed by an authorized agent of the higher-tiered

(c) Be signed by an authorized agent of the higher-tiered contractor. NRS 624.624(3)(a), (b), (c).

Accordingly, Big-D's NRS 624.624 written notice to Padilla of its intent to withhold payment was due October 25, 2009, in accordance with Brinkerhoff's calculation of the payment due date. TSRCP 1, JA Vol. V., pg. 474, line 18 – pg. 475, line 7, TEXH 9, JA Vol. II., pg. 216. Such notice never occurred, instead, Big-D, citing "unresolved disputes with Padilla" stopped payment November 18th on its check in the amount of Padilla's requested payment. TEXH 12, JA Vol. II., pg. 222, TEXH 61, JA Vol. III., pg. 281. The district court found Big-D's counsel letter dated November 3 (TEXH 58, JA Vol. III., pg. 276) was "sufficient to constitute required written notice to justify withholding payment." CL, JA Vol. VII., pg. 837, lines 8-9. The letter does not conform substantially with the NRS 624.624 written notice requirement; notably, there is no specific reference to the provision or section of the agreement with the lower-tiered subcontractor, and any documents relating thereto, and the applicable building code, law or regulation with which the lower-tiered

subcontractor has failed to comply, which is not surprising, when the gist of the letter is "looking to Padilla to assist in <u>investigating the cause</u> of the failure." TEXH 58, JA Vol. III., pg. 276, third paragraph, last sentence, Emphasis Added.

In addition to the NRS 624.624 requisite notice before withholding payment, NRS 624.624(4) provides the subcontractor an opportunity to cure alleged reasons for withholding payment. A subcontractor who receives a notice of withholding may: "Correct any condition or reason for the withholding described in the notice of withholding . . ." NRS 624.624(4)(b).

It is obvious the intent of NRS 624.624 is to protect subcontractors' payments from irrational and undefined reasons for withholding payment and to provide a subcontractor an opportunity to cure, that in the instant matter, Padilla was denied by Big-D's failure to provide the requisite written notice of the reasons for withholding payment and withholding payment when Big-D admitted it did not know the cause of the separations nor that Padilla was culpable for all potential causes. According to Big-D's Brinkerhoff:

[A]t the time, we made the decision [substitute cement board in place of stucco] based on the rejection of Padilla's work by IGT. We didn't know the cause. We didn't know whether it was labor related. We didn't know whether it was material related. We didn't know whether it was weather condition related." TSRCP 1, JA Vol. V., pg. 469, lines 10-23.

And according to Big-D's McNabb, when questioned whether he had released the check to Padilla, Big-D's McNabb responded: "No way. Why would I? Their work is failing. We still don't know who's at fault." TSRCP 1, JA Vol. VI, pg. 650, lines 12-13.

Big-D's stopping Padilla's payment was in violation of NRS 624.624 causing injury in the way of non-payment of the amount Big-D agreed was due for the work performed on the IGT Stone Replacement project. TSRCP 1, JA Vol. V., pg.491 lines 8-10. Big-D was negligent per se.

VII. NO DUTY FOR PADILLA TO INDEMNIFY

According to the district court, Padilla had a duty to indemnify, defend, and hold harmless pursuant to Section 3.6 of the Subcontract. CL pg. 22, lines 22-23. Pursuant to the express language of this section, Padilla's duty arises solely from its acts or omissions, willful or negligent conduct, which as noted above, Big-D has failed to prove-up.

VIII. PADILLA'S CLAIM AGAINST F&D CONTINGENT ON AWARD OF DAMAGES

Although the district court found Big-D's Motion for Judgment as a Matter of Law on the issue of Padilla's claim against the bond posted to release Padilla's lien on the IGT building was not meritorious, it found the issue was moot under the circumstances of the court's denial of Padilla's damages. CL, JA Vol. VII, pg. 838, lines 8-13. In the instance that Padilla shall prevail in this appeal and a finding it is entitled to damages, its claim against F&D should be restored.

IX. PADILLA ENTITLED TO SPOLIATION INSTRUCTION

According to the district court, "it would be improper to order a spoliation remedy when Padilla did not intend to take additional advantage of additional inspection opportunities even if they had been available." CL, JA Vol. VII., pg. 842, lines 6-7. The obstacle to finding the truth in this matter, what caused the separations, is the lack of evidence, more specifically, the absence of any samples of failed stucco: stucco that cured the two and seven day periods specified by Big-D and failed during the stone installation adhesive test; that is, the stone pulled the second coat of stucco from the first coat of stucco after the stucco was properly cured. All of which was the result of Big-D's failure to obtain valid samples when they were available, and to give Padilla fair notice that it needed to obtain samples for a defense.

Big-D had a prelitigation duty to preserve samples of the failed stucco when litigation was reasonably foreseeable. *Bass-Davis v. Davis*, 122 Nev. 442, 450, 134 P.3d 103 (2006). Nothing should have been more apparent to Big-D, at the time of

the stucco separations and IGT's rejection of the stucco, that litigation was imminent and the failed stucco would be relevant. Big-D's McNabb testified that at the time of first event of a stone pulling the stucco apart "our counsel [Bill Hurley] was involved in every communication because it was such a controversial issue. They [IGT] had Mark [Ferrario], their attorney, everything was Mark and Bill and then Valerie [Higgins], their [IGT's] internal counsel. TSRCP 1, JA Vol. VI., pg. 647, lines 17-23. And, at a time when Big-D admitted it didn't know the cause of the separations, and as noted below, IGT was commanding the removal and replacement of the failed stucco, the evidence, its incomprehensible Big-D wouldn't have preserved samples of the failed stucco for both their defense and to prosecute an action if it was established the cause was a third party, such as Padilla.

According to the district court, spoliation sanctions are only appropriate to a party controlling the evidence, which Big-D didn't have because it was IGT that directed Big-D "to remove and replace the Padilla Work on an expedited basis." CL, JA Vol. VII. pg. 841, lines 24 – 26. There is no showing that IGT's order to remove and replace the Padilla Work prohibited IGT from preserving samples of failed work.

According to the district court, Padilla was invited to participate in the testing Big-D performed, and there wasn't any evidence Big-D excluded Padilla from any available opportunities to inspect the Padilla Work. CL, JA Vol. VII., pg. 841, line 26 – pg. 842, line 2. There isn't any evidence that Big-D ever tested failed work that it could have invited Padilla to participate in. As evidenced by the appearance of Chin, former IGT consultant, at trial and Big-D's exclusive reliance on him for proof of Padilla's culpability; there wasn't any Big-D's testing for causation. However, Big-D did exclude Padilla from inspecting failed work with their failure to preserve samples and to give any notice to Padilla of its culpability; alerted to the prospect Padilla would need a defense. Instead, Padilla received notice the project was "going in a different direction" (Lopez depo, JA Vol. V., pg. 413, lines 1-2) with a

prefabricated cement "board that can handle the pressure of them [stone installers] pulling on it, plus they could install that board and immediately start installing the stone [no cure time]" (Lopez depo, JA Vol. V., pg. 413, lines 1-2); nothing that even implies suspicion of Padilla's culpability.

Brinkerhoff's calendar shows "Demo Padilla Substrate" September 14-16, 2009. TEXH 74, JA Vol. III., pg. 294. Two weeks before Brinkerhoff approved Padilla's Payment request (TSRCP 1, JA Vol. V., pg.491 lines 8-10) and seven weeks before Big-D's counsel's letter conditioning further payment to Padilla on assistance establishing Padilla met all its obligations under the Subcontract Agreement. TEXH 58, JA Vol. III., pg. 277, last paragraph. Additionally, when Padilla requested "third party confirmation that its work is sub-standard", Big-D never responded. TEXH 59, JA Vol. III., page 278, last paragraph. In the absence of valid samples, what could be scientifically investigated by anyone? Not once in the course of discovery did Big-D put forth a sample of failed stucco with information of installation dates to confirm specified cure times.

Big-D breached its duty to preserve the failed stucco, at least valid samples, when litigation was reasonably foreseeable and samples of the failed would be relevant. Therefore, Padilla was entitled to an adverse inference instruction that the district court may draw an inference that if samples of the failed stucco were available for testing, the results would have been unfavorable to Big-D.

X. BIG-D NOT ENTITLED TO JUDGMENT IN THE AMOUNT OF \$600,000.00

The district court found Big-D proved it was entitled to recover damages against Padilla, and according to the Joint Stipulation, "judgment against Padilla in the amount of \$600,000.00." CL, JA Vol. VII., pg. 840, lines 5-6. The district court misread the stipulation: "Padilla stipulates to entry of judgment in the amount of the Allowed Claim (\$123,091.39)." Stipulation ("STIP"), JA Vol. V., pg. 430, lines 1-

2.

Pursuant to Eighth Judicial District Court Rule 7.50, a stipulation is effective if it is in writing subscribed by the party against whom the same shall be alleged. In an effort to reduce trial time, counsel for both Big-D and Padilla discussed the futility of the time proving up alleged damages of more than \$750,000.00, when the fact was the most Big-D could recover pursuant to the Bankruptcy Court's allowed claim and approved Chapter 11 plan, was \$123,091.39²⁵. STIP, JA Vol. V., pg. 430, lines 1-2. Accordingly, counsel for Big-D drafted a Joint Stipulation as to Damages on Big-D Construction Corporation's Counterclaim which was in writing, signed by the President of Padilla Construction Company of Nevada, announced to the court (TSRCP JA Vol. V., pg. 444, line 24 – pg. 445, lines 1-11) and filed December 3, 2014. STIP, JA Vol. V., pg. 427. A settlement agreement is a contract governed by the general principles of contract law, the interpretation of such is reviewed de novo. "We have stated that contracts will be construed from their written language and enforced as written." *The Power Company v. Henry*, 130 Nev. Adv. Op., No. 21, pgs. 6-7 (2014).

According to the Stipulation, pages 3 & 4, paragraph, 6:

Given that any recovery by Big-D against Padilla is limited to the Stipulated Payment, in the event that this Court determines Padilla is liable to Big-D for costs to remove and replace the Padilla Work, Padilla stipulates to entry of judgment in the amount of the Allowed Claim, (\$123,091.39) . . . STIP, JA Vol. V., pg. 429, line18 – pg. 430, line 2.

The district court misstated the amount of the stipulated judgment as \$600,000.00, which must be corrected to \$123,091.39, the parties' stipulation.

²⁵ During the course of the instant matter, Padilla Construction Company of Nevada filed a Chapter 11 Petition October 11, 2011, after which Big-D and Padilla stipulated to a contingent claim upon Big-D prevailing in the instant manner of a maximum \$600,000.00, to be paid according to the approved plan, which parties agreed, was \$123,091.38. See following Argument, XI.

XI. BIG-D NOT ENTITLED TO ATTORNEY'S FEES, COSTS, INTEREST

Post judgment, Big-D submitted a motion for Attorneys' Fees, Costs and Interest Pursuant to Judgment and to Amend Judgment to \$1,234,678.55. Motion, JA Vol. VII., pg. 854 line 13. Padilla filed an Opposition contesting the district court's jurisdiction to award a judgment in excess of the maximum amount of the Bankruptcy Court's allowed claim, \$600,000.00. Opposition, JA Vol. VII., pg. 865, lines 8-10. Big-D responded that the costs, fees and interest are post-petition debts not impacted by the bankruptcy action. REPLY, JA Vol. VII., pg. 887, lines 12-16. The district court issued an Order awarding Big-D Fees and Costs in the amount of \$414,433.99 and post judgment interest at a daily rate of \$59.61. ORDER, JA Vol. VII., pg. 908 lines 2-7.

Padilla argued the Bankruptcy Court had retained jurisdiction over any and all disputes regarding the operation and interpretation of the Plan and this Order [Confirming Debtors' First Amended Joint Plan of Reorganization, JA Vol. VII., pg. 896, lines 18-22]. TSRCP, JA Vol. VI., pg. 30, lines 23-28. Therefore, whether the fees, costs and interest sought by Big-D was post-petition or not subject to the stipulated claim, was for the Bankruptcy Court to decide, and not the Eighth Judicial District Court. Trans pg. 23, line 23 – pg. 7, line 2.

[W]here the judgment or decree of the Federal court determines a right under a Federal statute, that decision is final . . . and an adjudication under the reorganization provisions of the Bankruptcy Act, effect as res judicata is to be given the Federal order. *Stoll v. Gottlieb*, 305 U.S. 165 (1938).

In the absence of the district court's subject matter jurisdiction to determine Big-D's request for an Amended Judgment exceeding the Bankruptcy Court's allowable claim against Padilla, the district court's Order entered July 22, 2015 is void. *Landreth v. Malik*, 127 Nev. Adv. Op., No. 16, pg. 4 (2011)

XII. CONCLUSION

The district court overlooked Big-D's numerous admissions, by word and conduct, that there is no evidence that a Padilla commission or omission caused the complained of separations. Equally sure, is the fact that the responsibility of no evidence of the cause of the separations is exclusively Big-D's. Big-D's failure to retain samples of the failed stucco was neither precluded nor restrained by IGT's command to remove and replace the stucco. Equally certain, is the fact that Big-D's failure to give Padilla notice required by both Subcontract and Nevada law denied Padilla critical notice of potential culpability for the separations and the need to inspect, investigate, potentially cure, and most importantly, be alerted to the need to prepare a defense. Accordingly, Padilla is entitled to judgment against Big-D for breach of the Subcontract, breach of the implied covenant of good faith and fair dealing, and violation of Nevada law. Irrespective of the Court's decision of liability, the district court's misunderstanding of the stipulated judgment must be corrected and its award of attorney's fees, costs, and interest without subject matter jurisdiction must be voided.

NRAP 28.2 Attorney's Certificate/NRAP 32(8)(A)

1. I hereby certify that this brief complies with the formatting requirements of NRAP 32(a)(4), the typeface requirements of NRAP 32(a)(5) and type style of NRAP 32(a)(6) because:

This brief has been prepared in a proportionally spaced typeface using Microsoft 2013 Word in 14 font size and Times New Roman.

2. I further certify that this brief complies with the page limitations of NRAP 32(a)(7) because, excluding the parts of the brief exempted by NRAP 32(a)(7)(C), it is either:

Does not exceed 30 pages.

3. Finally, I hereby certify that I have read this appellate brief, and to the best of

my knowledge, information, and belief, it is not frivolous or interposed for any improper purpose. I further certify that this brief complies with all applicable Nevada Rules of Appellate Procedure, in particular NRAP 28(e)(1), which requires every assertion in the brief regarding matters in the record to be supported by a reference to the page and volume number, if any, of the transcript or appendix where the matter relied on is to be found. I understand that I may be subject to sanctions in the event that the accompanying brief is not in conformity with the requirements of the Nevada Rules of Appellate Procedure.

Dated this 28th day of January 2016.

/s/ Bruce R. Mundy

BRUCE R. MUNDY NV 6068 200 South Virginia Street, Eighth Floor Post Office Box 18811 Reno, Nevada 89511-0811 reno-attorney@sbcglobal.net (775) 851-4228 FAX 851-4239

Attorney for: Appellant

EXHIBIT 24

IN THE SUPREME COURT OF THE

STATE OF NEVADA

PADILLA CONSTRUCTION COMPANY OF NEVADA, A NEVADA CORPORATION,

Appellant,

٧.

BIG-D CONSTRUCTION CORP., A UTAH CORPORATION,

Respondents.

Supreme Court No. 6Way 10 2016 12:12 p.m.
Tracie K. Lindeman
Supreme Court No. 68 kak of Supreme Court
District Court Case No.: A-10-609048

RESPONDENT'S ANSWERING BRIEF

Nicole E. Lovelock, Esq.
Nevada Bar No. 11187
HOLLAND & HART LLP
9555 Hillwood Drive, 2nd Floor
Las Vegas, Nevada 89134
(702) 669-4600
(702) 669-4650 – fax
nelovelock@hollandhart.com

Melissa A. Beutler, Esq.
Nevada Bar No. 10948
BIG-D CONSTRUCTION CORPORATION
3030 South Highland Drive
Las Vegas, Nevada 89107-1047
Melissa.Beutler@big-d.com

Attorneys for Respondent

Docket 67397 Document 2016-07688

RULE 26.1 DISCLOSURE

Pursuant to Nev. R. App. Proc. 26.1, the undersigned counsel certifies that Respondent Big-D Construction Corp. is a Utah Company licensed to perform construction in Nevada. The parent company is Big-D Corporation, a Wyoming Company. Big-D is represented by its in-house counsel, Melissa A. Beutler, Esq. (Bar No. 10809) and Nicole E Lovelock (Bar No. 11187) of Holland & Hart LLP.

TABLE OF CONTENTS

		P	age		
RUL	E 26.1	DISCLOSURE	i		
Table	e of Au	ıthorities	iv		
I.	STA	STATEMENT OF THE ISSUES1			
II.	STA	TEMENT OF THE CASE	1		
III.	STATEMENT OF THE FACTS A. The Padilla Work Was Defective; The Owner Directed Big-D to Remove and Replace the Padilla Work				
	B.	Big-D Gave Padilla <i>Repeated</i> Notice of the Failures in the Padilla Work and Requested Padilla's Assistance to Defend the Work.	9		
	C.	Big-D Gave Padilla Repeated Notice of the Failures in the Padilla Work and Requested Padilla's Assistance to Defend the Work.	13		
	D.	District Court Relied on Substantial Evidence that the Padilla Work Was Defective.	14		
	E.	District Court Awarded Big-D Its Attorneys Fees and Costs as Prevailing Party in the Padilla Action.	17		
IV.	SUM	JMMARY OF ARGUMENT19			
V.	STATEMENT OF THE STANDARD OF REVIEW		20		
VI.	ARG A.	UMENTThe District Court Did Not Clearly Err Because It Based Its Determination that the Padilla Work Was Defective Upon Substantial Evidence.			
		Substantial Evidence Thoroughly Demonstrated the Padilla Work Was Defective.			
		ii. Padilla's Counter-Argument Regarding Causation Is Supported by Minimal Evidence and No Expert Testimony	24		
		Substantial Evidence Supports the Finding that the Padilla Work Was Defective	24		

		b.	Substantial Evidence Indicates the Failures in the Padilla Work Were Unrelated to Cure Time	26			
	В.	Big-D Had No Obligation to Pay Padilla For the Padilla Work that Was Removed and Rejected; NRS 624.624 Does Not Provide Otherwise.					
			Subcontract Does Not Require Big-D to Pay Padilla for ective Work that Was Rejected by the Project Owner	27			
		ii. Big "Cu	-D Had No Obligation to Give Padilla an Opportunity to are" Work.	27			
		iii. NRS	S 624.624 Does Not Require Payment to a Subcontractor Defects of which It Was Aware and Notified	28			
		a.	Payment to Padilla Was Not "Due" on October 25, 2009.	28			
			Big-D Provided Padilla Repeated Written Notice of the Defects in the Padilla Work	31			
		iv. Pad	illa's Reliance on Lehrer McGovern Bovis Is Inapposite	32			
		v. It Is Ove	Undisputed that Padilla's Application for Payment Is erstated Even If Padilla Were Entitled to Payment	33			
	C. The District Court Did Not Abuse Its Discretion in Declining Give Itself a Spoliation Instruction		34				
	D.	Big-D I	Is Entitled to Recover Its Attorneys' Fees, Costs, and	37			
VII.	CON	CONCLUSION39					
		CERTIFICATE OF COMPLIANCE					

TABLE OF AUTHORITIES

Page(s)
Cases
Bass-Davis v. David, 122 Nev. 442, 34 P.3d 103 (2006)
Cunningham v. Cunningham, 61 Nev. 93 (1941) 21
Gault v. Nabisco Biscuit Co., 184 F.R.D. 620 (D. Nev. 1999)
Hammann v. 800 Ideas, Inc., 2010 U.S. Dist. LEXIS 131097 (D. Nev. 2010)
JOM, Inc. v. Adell Plastics, Inc., 193 F.3d 47 (1st Cir. 1999)
Kockos v. Bank of Nevada, 90 Nev. 140 (1974)
Lehrer McGovern Bovis, Inc. v. Bullock Insulation, Inc. 124 Nev. 1102 (2008)
In re Mariner Post Acute Network, Inc. 312 B.R. 520 (Bankr. D. Del. 2004)
In re Nuttall Equipment Co., Inc., 188 B.R. 732
Ormachea v. Ormachea, 67 Nev. 273 (1950)
Rhodes v. Robinson, 399 Fed. Appx. 160 (9th Cir. 2010)
Sheehan & Sheehan v. Nelson Mallev & Co., 121 Nev. 481 (2005) 20, 34
In re Sure-Snap Corp., 983 F.2d 1015 (11th Cir. 1993)

In re Texaco, Inc., 218 B.R. 1 (S.D.N.Y. 1998)	38
Thompson v. U.S. Dep't of Hous. and Urban Dev., 219 F.R.D. 93 (D. Md. 2003)	36
Statutes	
11 U.S.C. Section 1141(d)	37
NRS 108	37
NRS 624	32
NRS 624.624	passim
NRS 624.624(1)(a)	30
NRS 624.624(2)(b)	30
NRS 624.624(3)	32

I. STATEMENT OF THE ISSUES¹

- 1. Did the District Court clearly err in determining that the stucco work performed by Padilla was defective?
- 2. Did the District Court clearly err in finding that Big-D gave proper notice of withholding to Padilla pursuant to NRS 624.624?
- 3. Did the District Court abuse its discretion in declining to give itself a spoliation instruction?
- 4. Did the District Court have the authority to award attorneys' fees and costs to Big-D to defend the Padilla Action?

II. STATEMENT OF THE CASE

Padilla Construction Company of Nevada ("Padilla") commenced a mechanic's lien action in the Eighth Judicial District Court for Clark County (the "Padilla Action"). Padilla was a subcontractor to Big-D Construction Corp. ("Big-D"), who was acting as the general contractor for IGT to construct its office headquarters and related facilities on South Buffalo Drive in Las Vegas, Nevada ("the "Project"). Padilla performed stucco work on the Project (the "Padilla Work"). IGT rejected the Padilla Work and required Big-D to remove and replace it.

¹ The defined terms set forth in the Statement of the Issues are defined in the Statement of the Case.

In January 2010, Padilla initiated the Padilla Action even though it is undisputed that the Padilla Work had been rejected by IGT and Big-D had removed and replaced the Padilla Work at IGT's direction. Big-D filed a counterclaim related to the nearly \$1 million incurred by Big-D to remove and replace the Padilla Work and the adjacent work damaged by the defective Padilla Work (the "Big-D Counterclaim").

In October 2011, Padilla filed a Chapter 11 bankruptcy action in the Central District of California (the "Padilla Bankruptcy"). Padilla continued to prosecute the Padilla Action, as it was not stayed by the Padilla Bankruptcy. Big-D filed a proof of claim in the Padilla Bankruptcy and received relief from the automatic stay to continue to prosecute the Big-D Counterclaim. Subsequently, Big-D stipulated to the reorganization plan in the Padilla Bankruptcy, which capped the maximum amount of Big-D's Counterclaim for pre-confirmation claims at \$600,000—subject to actual proof and liquidation in the Padilla Action.

Big-D and Padilla stipulated to nearly all operative facts—except causation. Padilla agrees that the Padilla Work failed but contends that the failure was not the result of workmanship. Critically, Big-D and Padilla stipulated the amount of costs incurred by Big-D to remove and replace the defective Padilla Work exceeded the \$600,000 allowed claim (in order to avoid the need for additional trial time to prove these damages). As a result of the stipulations, the only

remaining issue for trial was causation—was Padilla responsible for the failures in the Padilla Work. If yes, then pursuant to the parties' stipulations, Big-D was entitled to damages in the principal amount of \$600,000.00.

The Padilla Action proceeded to a three-day bench trial in December 2014. Judge Denton issued detailed Findings of Fact and Conclusions of Law and a Judgment in favor of Big-D. The District Court's factual findings were supported by substantial evidence that Padilla failed, in several independent ways, to construct the Padilla Work in compliance with the plans and specifications. Subsequently, Judge Denton awarded Big-D its post-petition costs and fees associated with defending the Padilla Action.

III. STATEMENT OF THE FACTS

The parties stipulated to nearly all operative facts in the Joint Pretrial Memorandum. JA Vol. 1, pg. 45-52. Padilla's Opening Brief mischaracterizes the context of those facts—the most material of which are explained below. Notably, the "Joint Appendix" filed by Padilla selectively omits a number of admitted trial exhibits that were included with the substantial evidence that Padilla's Work was defective. Those exhibits are now included with Respondent's Appendix.

A. The Padilla Work Was Defective; The Owner Directed Big-D to Remove and Replace the Padilla Work.

<u>The Project.</u> Between 2006 and 2008, Big-D acted as the general contractor for the Project—IGT's corporate headquarters. JA Vol. 1, pg. 46:10-7, Pre-Trial

Memorandum, Stipulated Facts. The centerpiece of the Project was an office building constructed with large sandstone panels installed on the exterior and in the interior lobby. IGT took occupancy of the Project in the early summer of 2008. *Id.* at 46:17-22.

After deficiencies were identified with the stone work performed in the initial construction, IGT directed Big-D to remove and replace the original stone work. *Id.* Because the stone could not be removed without damaging the underlying two-coat stucco system, Big-D was required to remove the stucco system as well as the stone. *Id.* at 46: 23-25. IGT directed Big-D to perform the repair work in August and September 2009, with a firm finish deadline to enable IGT to entertain customers in town for the G2E convention in mid-October 2009. *Id.* at 46:27-47:11.

The Padilla Subcontract. Padilla was not involved in the original construction of the Project. In August 2009, Padilla contacted Big-D and requested the opportunity to submit a proposal for the stucco portion of the replacement work. JA Vol. VI, pp. 555:14-557:13 (Brinkerhoff Testimony); JA Vol. II, pp. 223-225 (Tr. Ex. 13). The stucco scope of work required an initial metal lath layer, followed by a two-coat stucco system (the "Padilla Work"). JA Vol. 1, pg. 48:10-19, Pre-Trial Memorandum, Stipulated Facts. Big-D ultimately contracted with Padilla to perform the Padilla Work and the parties executed a

subcontract agreement (the "Subcontract Agreement"). *Id.* at 46:27-47:4. JA Vol. I, pp. 91-107, (Tr. Ex. 1, Subcontract Agreement).

The Subcontract Agreement required Padilla to furnish "all labor, materials, equipment, and necessary services to install complete exterior and interior stucco (plaster) including lath, scratch, and brown coat." JA Vol. 1, pp. 91-93 (Tr. Ex. 1, Subcontract Agreement). The Subcontract Agreement required Padilla to perform the Padilla Work in compliance with the Plans and Specifications for the Project, which included specific parameters, including the following:

- Minimum plaster thicknesses as specified [in included chart]. JA Vol.
 1, pg. 456, (Tr. Ex. 4, Section 09220 at 3.4G).
- The scratch coat was to be "horizontally cross-rake[d] to provide key for second Base Coat (brown coat)." *Id.* at Section 09220 at 3.4C.
- The base coat was to be "applied so that it meets the required total thickness" and "not vary more than 1/4 in." *Id.* at Section 09220 at 3.4D 1, 2.
- Remove and replace unacceptable plaster and base. *Id.* at Section 09220 at 3.10D.
 - Comply with specified plastering standards.²

² The Specifications, at Section 092200 at 1.1 .A, provided that the Padilla Work was to comply with the following plastering standards: (a) ASTM-C926, [contained at JA. Vol. 4, pg. 352-61, Trial Exhibit 89]; (b) Portland Cement Association Plaster (Stucco) Manual, Trial Exhibit 90, [contained at RA. Vol II, pg. 277-325 (Tr. Ex. 90)]; and (c) per Building Code, as locally adopted,

<u>Cure Times.</u> As the specialty subcontractor with substantial expertise in stucco, Padilla was required to both (i) select the stucco product for approval by the Architect [JA Vol. VI, pp. 559:24-566:1 (Brinkerhoff Testimony)] and (ii) control the means and methods of the Padilla Work, including setting the required "cure" times between the stucco coats and before stone work was to be installed over the Padilla Work. JA Vol. VI, pp. 620:10-631:17 (Brinkerhoff Testimony); JA Vol. VI, pp. 682:12-683:13 (Chin Testimony).

Contrary to Padilla's claim that "cure times were far from settled and an ongoing controversy," [Opening Br. at 7], the record is clear that the cure times were set at (i) two days between scratch coat and brown coat and (ii) seven days between brown coat and stone installation. JA Vol. VI, pp. 620:10-631:10 (Brinkerhoff Testimony); JA Vol. VI, pp. 685:16-687:11 (Chin Testimony). In fact, IGT's consultant testified, he was "very comfortable with [the 2-day/7-day cure times] because it was consistent with the Code and all other standards and, especially, the stucco manufacturer's recommendation." *Id.* at 685:4-11. Further, Padilla's assertion that there was no "summit meeting between IGT, Big-D, EXPO and Padilla" related to cure times is inapposite. Opening Br. at 8. Rather, all

[contained at RA. Vol. II, pg. 326-327,(Tr. Ex. 91); JA Vol. 1, pg. 456 (Tr. Ex. 4,, Section 09220 at 1.1 .A).

parties understood that Padilla was responsible for the cure times—and no party objected to the cure times. JA Vol. VI, pp. 739:14-24 (Chin Testimony).

Although the Architect and IGT *reviewed* the proposed cure times, neither party disputed them; they allowed the means and methods to remain in Padilla's hands, as the 2-day/7 day time periods presented no concerning deviation from industry standard or local code. JA Vol. VI, pp. 620:10-631:10 (Brinkerhoff Testimony); JA Vol. VI, pp. 742:14-25 (Chin testimony). In addition, Big-D implemented quality control measures to ensure the stone contractor did not install stone over the Padilla Work until after the seven-day period expired. JA Vol. VI, pp. 583:2-584:8 (Brinkerhoff Testimony).

Failures of the Padilla Work. Shortly after Padilla commenced its work, the two layers of the Padilla Work began to separate from each other. JA Vol. 1, pg. 49:9-13, Pre-Trial Memorandum, Stipulated Facts; RA Vol. 1, pg. 137-156, Tr. Ex. 17 (Padilla's crew's daily logs); RA Vol. 1, pg. 173-202; Tr. Ex. 21 (email to Padilla management). IGT's consultant, Ian Chin, reported that Padilla's Work failed to comply with the Plans and Specification in several respects. JA Vol. VII, pp. 743-786 (Chin Testimony). The testing revealed multiple, independent causes of the failures, including (a) improper thicknesses of the stucco; (b) failure to adequate hydrate the stucco mix; (c) failure to adequately compact the brown and scratch coats; (d) contaminated materials within the stucco mix; and (e) failure to

adequately score the scratch coat to allow the brown coat to bond. *Id.*; JA Vol. IV, pp. 380-382 (Tr. Ex. 406). Any of these failures, alone, would have been a sufficient basis to reject the work.

Padilla was involved in the on-site meetings and invited to all testing sessions. Further, information regarding IGT's testing and results were communicated real-time to Padilla. Accordingly, Padilla's assertion in its Opening Brief that it first learned of the basis for IGT rejecting the stucco in Big-D's counterclaim is false.

Stucco Failures Widespread; Unrelated to Stone Installation. Contrary to Padilla's characterization, the failures in the Padilla Work were widespread. The Padilla Work failed in all of its locations. Although the failures were initially observed during the stone installation, the failures were not limited to areas in which stone was installed over the stucco. Rather, the same failures were identified throughout the entire project—including the interior of the building where it is undisputed that no stone work was installed over the Padilla Work. JA Vol. VI, pp. 722:1-728:25 (Chin Testimony); JA Vol. V, pg. 480:16-481:16 (Brinkerhoff Testimony); JA Vol. III, pp. 279-80 (Tr. Ex. 60). As Big-D's project manager testified regarding the interior stucco, "as we started taking these cores out, you could simply twist them like a mason jar and separate the brown coat from

the scratch coat....there was just no adhesion between the scratch and the brown." JA Vol. V, pg. 480:16-481:16 (Brinkerhoff Testimony).

IGT Directs Big-D to Remove and Replace the Padilla Work. IGT made the decision to reject the Padilla Work both in the interior and exterior of the Project. JA. Vol. V, pg. 421-24 (IGT Deposition). The basis for IGT's decision included the recommendation of Mr. Chin that "he didn't believe it was installed to the standards that would give him high confidence that the system would be able to take and handle stone." *Id.* As a result, it is undisputed that IGT made the decision to reject the Padilla Work because it determined Padilla failed to comply with the Plans and Specifications. *Id.*; JA Vol. VI, pp. 722:1-728:25 (Chin Testimony); JA Vol. V, pg. 480:16-481:16 (Brinkerhoff Testimony). The Padilla Work on the site further presented a safety concern that required immediate remove and replacement because 40 lb stone panels had been installed over the top of portions of the Padilla work that was failing. JA Vol. VI, pp. 526-27 (McNabb Testimony).

B. Big-D Gave Padilla *Repeated* Notice of the Failures in the Padilla Work and Requested Padilla's Assistance to Defend the Work.

Padilla was regularly and repeatedly advised of failures of its work both during *and* after the Project. JA Vol. 1, pg. 49:9-50:13, Pre-Trial Memorandum, Stipulated Facts. In addition, Padilla's own crew advised Padilla management of the failures in the Padilla Work. *Id.* at 49:9-27; RA Vol. 1, pg. 137-156, Tr. Ex. 17 (Daily Field Logs of Padilla's crew).

<u>During the Project.</u> Both IGT and Big-D specifically and repeatedly requested Padilla to participate in testing to determine whether the Padilla Work was suitable. JA Vol. 1, pg. 50:1-28, Stipulated Facts; JA Vol. III, pg. 265, Tr. Ex. 46 (email informing Padilla "we have another area of separation between the brown and scratch coat" and requesting a telephone call to discuss). JA Vol. V, pp. 486:14-23, 487:4-15 (Brinkerhoff Testimony). Padilla was present during testing performed on-site on September 16 and 23 and was present when the demolition of the Padilla Work commenced. JA Vol. V, pg. 476:24-477:15, 480:2-25 (Brinkerhoff testimony).

These invitations were made both during the construction and after the Padilla Work was rejected. Yet, Padilla did nothing to investigate. Padilla did not investigate whether the brown coat that it was using was too stiff. RA. Vol. II, pg. 352-353 (Lopez Deposition at 129:2-9). Padilla did not investigate whether the two layers of its stucco were sufficiently compacted. *Id.* (Lopez Deposition at 129:10-13). Padilla did not investigate whether the water content of the brown coat was sufficient at the time that it was applied. *Id.* (Lopez Deposition at 132:18-22). When Padilla first became aware of the presence of chunks in its stucco work, its expert, Mr. Roberts, recommended that it investigate the product mix to identify the source of contaminates. *Id.* at 335 (Lopez Deposition at 43-45). Padilla did

not take any action to investigate the product because "that cost money." Id. (Lopez Deposition at 44:1-2) (emphasis added).

Padilla's executive responsible for the Project made clear "we weren't going to participate" in testing and investigation of Padilla's Work. *Id.* at 342 (Lopez Deposition at 84: 12-17; 82-84).

- Q. And do you recall, did Big-D in fact request Padilla to assist it to investigate the cause of the failures of the product?
- A. Yes
- Q. And what, if anything, did Padilla do to assist Big-D to investigate the cause of the product failure?
- A. Ask for our money.
- Id. at 354 (Lopez Deposition at 135:16-23).

After the Project. Even with Padilla's failure to assist, Big-D continued to defend the Padilla Work for a period of weeks and requested Padilla's assistance and participation in its efforts. JA Vol. 1, pg. 50:1-7 Stipulated Facts; RA Vol. 1, pg. 237-238, Tr. Ex. 52; JA Vol. 3, pg. 272, Tr. Ex. 55; JA. Vol. III, pg. 268, Tr. Ex. 53 (email confirming teleconference between Big-D and Padilla to discuss plan to defend work); JA Vol V, pg. 469:10-24 (Brinkerhoff Testimony); JA Vol VI, pg. 497-502 (Brinkerhoff Testimony).

This included the following measures: (i) a request for a meeting immediately after IGT rejected the Padilla Work (which was scheduled for September 29, 2009); (ii) several telephone calls from Big-D to Padilla to follow up on the September 29 meeting, JA Vol. 5, pg. 473:13-18 (Brinkerhoff testimony)

and (iii) a formal letter that stated, "Big-D is looking to Padilla to assist in investigating the cause of the failure...It would be a tremendous assistance if Padilla would furnish Big-D with any documentation or other evidence at its disposal which relates to the involvement of IGT or its consultant, Ian Chin." JA Vol. III, pg. 275-77, Tr. Ex. 58 (letter from Big-D requesting that Padilla assist Big-D to defend the Padilla work to IGT; confirming payment to be withheld unless and until work could be defended). Padilla unequivocally declined unless it was immediately paid in full for the removed and rejected work. JA Vol. III, pg. 278 (Tr. Ex. 275); JA Vol VI, pg. 497-502 (Brinkerhoff Testimony); RA Vol. II, pp. 352-354 (Lopez Deposition at 135:16-23).

Padilla's Crews' Knowledge.

It was no secret that the Padilla work was failing. Even Padilla's own crews identified the separation. RA Vol. 1, pg. 137-156, Tr. Ex. 17 (Daily Field Logs of Padilla's crew). Padilla's field notes indicate as follows:

Date	Notation
September 10, 2009	"The brown is pulling from the scratch on the first two columns that we scratch and brown after the mock-up."
September 11, 2009	"We have the same problem on the brown coat on the second column when the stone installers do the bonding test the brown pulls from the scratch. Call Joe [Lopez] let him know. Also, Joe [Padilla management] says for me to keep doing the production."
September 15, 2009	"Today, 3 more areas where install stone when stone installers pull it to check bonding, brown coat came loose

Date	Notation
	from scratch coat. Joe Lopez [Padilla management] let him know what happened. His response was for me to keep doing what I was doing and that nothing was wrong."
September 16, 2009	"Today, two more areas came loose."

Id. (emphasis added). Padilla management brazenly instructed the Padilla crews to keep working, in spite of identified instances of failure in Padilla's Work. *Id.*

C. Big-D Gave Padilla Repeated Notice of the Failures in the Padilla Work and Requested Padilla's Assistance to Defend the Work.

IGT did not give Big-D the opportunity to remove and replace the Padilla Work. JA Vol. VI, pp. 525-536 (McNabb Testimony). On the outside of the building, IGT immediately directed Big-D to place an alternate system. Because there was no longer time to allow the two-coat stucco system to cure before IGT needed the project for its international client event, IGT directed Big-D to use an alternate, slightly less desirable method of construction using a cement board base for the stone instead of the stucco.³ JA Vol. 1, pg. 50:7-13, Pre-Trial Memorandum, Stipulated Facts; JA. Vol. V, pg. 421-24 (IGT Deposition); JA Vol. 5, pg. 489-90 (Brinkerhoff testimony); JA Vol. VI, pp. 525-536 (McNabb).

³ Again, Padilla brazenly misrepresents the evidence on this issue. Opening Br. at 3. Contrary to Padilla's representation that Big-D and IGT determined the cement board "was better suited to the stone adhesive coverage pulling," all evidence indicates that the sole basis for the switch was timing and IGT firmly believed it was a less desirable solution than the stucco—not some sort of improvement. JA. Vol. V, pg. 421-24 (IGT Deposition); JA Vol 5, pg. 489-90 (Brinkerhoff testimony)

Months later, IGT informed Big-D that it refused to allow Big-D the opportunity to replace the Padilla Work on the interior of the building. JA Vol. VI, pp. 517-18 (McNabb Testimony); JA Vol. III, pp. 286-290. In fact, the failure of the Padilla Work formed the basis for a dispute between Big-D and IGT and resulted in Big-D paying substantial damages to IGT. JA Vol. VI, pp. 524-26 (McNabb Testimony); JA Vol. III, pp. 283-285 (Tr. Ex. 64).

By a mistaken accounting error, Big-D released a check to Padilla in October 2009. JA Vol. V, pp. 490:20-492:25 (Brinkerhoff Testimony); JA Vol. VI, pp. 494:1-498:1, 507:18-511:8 (Brinkerhoff Testimony); JA Vol. II, pp. 215-220, Tr. Ex. 9 (Payment Request); JA Vol. II, pp. 291-292, Tr. Ex. 73 (Big-D AP History). Big-D immediately stopped payment on the check and called Padilla to advise that the check was released in error and that payment was to be withheld pending further investigation into the causes of the failure of the Padilla Work. JA Vol. VI, pp. 494:1-498:1, 507:18-511:8 (Brinkerhoff Testimony); JA Vol. III, pp. 281-282, Tr. Ex. 61 (Email).

D. District Court Relied on Substantial Evidence that the Padilla Work Was Defective.

Based upon the presentation of the evidence, the District Court considered substantial factual evidence that the Padilla Work was defective and was not constructed in compliance with the Plans and Specifications. This included evidence from:

- (i) On-site investigation: JA. Vol. 3, pg. 261-266 (Tr. Ex. 43, 44, 46); RA Vol I, pg. 231-238 (Tr. Ex. 45, 47, 48, 49, 51); ; JA Vol. 5, pg. 48-85; [Chin testimony]
- (ii) Photographs of the defective work as it was observed, JA Vol. IV, pp. 374-384, Tr. Ex. 404 and 405;
- (iii) Testimony of Big-D on-site project manager, Brent Brinkerhoff, JA Vol. V, pp. 480-86 (Brinkerhoff Testimony); JA Vol. VI, pp. 498-503 (Brinkerhoff Testimony);
- (iv) Testimony of Big-D's principal in charge who was onsite, Forrest McNabb, JA Vol. V, pp. 527 (McNabb Testimony);
- (v) Testimony of Padilla's executive responsible, Joseph Lopez, JA Vol.V, pp. 407-417 (Lopez Testimony); RA Vol. II, pp. 328-356 (Lopez testimony);
- (vi) Testimony of IGT's responsible executive, Robert Stecker, JA Vol. V,pp. 418-424 (IGT Testimony); RA Vol. II, pp. 357-384 (IGT testimony);
- (vii) Testimony of IGT's designated on-site expert based upon personal observation and investigation, Ian Chin, JA Vol. VII, pp. 734-784 (Chin Testimony);
- (viii) testimony regarding findings of IGT's off-site petrographic analysis, *Id.* and JA. Vol. IV, pp. 380-381 (Tr. Ex. 406); and

(ix) further extensive analysis after the Padilla Work was removed and replaced. JA Vol. VI, pp. 498-503 (Brinkerhoff Testimony).

Chronologically, this included the following sequence of events relied upon by the District Court to determine that the Padilla Work was defective.

On **September 10, 2009**, visual review of the Padilla Work confirmed that the first layer of the Padilla Work was not adequately "scored" to allow bonding to the second layer; Finding of Fact 34 (citing Tr. Ex. 404⁴, 405⁵, 446-50); JA Vol. VI, pp. 696:12-697:8 (Chin Testimony).

On September 10, 2009, visual review of the Padilla Work confirmed that it was not properly hydrated with enough water to activate the cementitious properties of the material. Finding of Fact 34 (citing Tr. Ex. 403, 404, 405, 446-50); JA Vol. VI, pp. 702:3-704:1 (Chin Testimony). Big-D immediately contacted Padilla and asked Padilla to investigate the failures. JA. Vol. V, pp. 484:12-24.

On **September 14, 2009**, photographs of the failed work demonstrated that, in contravention of the plans and specifications, the grooving of the Padilla Work is in two directions. JA Vol. VI, pp. 711:12-712:4 (Chin Testimony).

On **September 15, 2009**, Ian Chin's petrographer reported that microscopic examination of the Padilla Work was consistent with Mr. Chin's conclusions based

⁴ Contained at JA Vol. 4, pg. 369-73.

⁵ Contained at JA Vol. 4, pg. 374-79.

upon on-site investigation. JA Vol. VI, pp. 702:3-704:1, 704:9-706:20 (Chin Testimony); JA Vol. IV, pp. 380-381 (Tr. Ex. 406).

On **September 16, 2009**, Mr. Chin conducted an on-site investigation of the failed conditions. JA Vol. VI, pp. 707:11-708:15.

On September 17, 2009, Mr. Chin analyzed, 3-inch diameter core samples of the Padilla Work. JA Vol. VI, pp. 716-720 (Chin Testimony); JA Vol. IV, pp. 383-386 (Tr. Ex. 438); JA Vol IV, pp. 395-397 (Tr. Ex. 449). Of the 11 samples, the following results were identified: (i) on eight of the samples, the brown coat had failed to bond to the scratch coat; (ii) on seven samples, the scratch coat was not properly scored to receive the brown coat; and (iii) on an eighth sample, the scratch coat was only 50% bonded to the brown coat. JA Vol. IV, pp. 383-386 (Tr. Ex. 438); JA Vol. III, pp. 279-80 (Tr. Ex. 60).

On **September 23, 2009**, Big-D performed testing of several interior areas of the building to determine whether it could defend the Padilla Work. JA Vol. VI, pp. 722:1-728:25 (Chin Testimony); JA Vol. V, pg. 480:16-481:16 (Brinkerhoff Testimony). Those investigations revealed the same types of failures as identified on the exterior of the building. JA Vol. III, pp. 279-80 (Tr. Ex. 60).

E. District Court Awarded Big-D Its Attorneys Fees and Costs as Prevailing Party in the Padilla Action.

On March 6, 2015, Big-D filed a Motion for Attorneys' Fees, Costs, and Interest Pursuant to Judgment and to Amend Judgment in the amount of

\$1,234,678.55. This Motion sought to Amend the Judgment in the following amounts plus post-judgment interest on those amounts:

Category	Amount	
Attorneys Fees	\$383,399.00	
Expert Fees	\$38,882.34	
Lien Release Bond Fees	\$24,700.00	
Other Costs	\$6,344.99	
Pre-Judgment Interest	\$164,921.92	

JA Vol. VII, pg. 849. In its Reply on May 18, 2015, Big-D voluntarily removed its claim for Pre-Judgment Interest in response to Padilla's Opposition; Big-D acknowledged the pre-judgment interest claim was barred by the Padilla Bankruptcy. JA Vol. VII, pg. 885.

The District Court entered an order awarding Big-D the following:

Category	Amount	
Attorneys' Fees	\$383,399.00	
Fees to Depose Padilla's	\$2,730.00	
Expert		
Bond Fees	\$24,700.00	
Storage of Stucco	\$3.614.99	_
Subtotal	\$414,433.99	

JA Vol. VII, pp. 905. Padilla has represented that the Padilla claim was abandoned by the Padilla Bankruptcy and that Padilla, itself, is entitled to any affirmative recovery from the Padilla Action (and that such funds are not to be paid into the Padilla Bankruptcy). As a result, the District Court entered the fee award as Big-D has a contractual right to attorneys' fees in prevailing on defending against the

Padilla claim—which claim was not impacted by the Padilla Bankruptcy. JA Vol. VII, pp. 905.

IV. SUMMARY OF ARGUMENT

The District Court relied on substantial evidence in support of its determination that the Padilla Work was defective. As a result, the District Court's determination is not clearly erroneous and must be upheld. Accordingly, Padilla is not entitled to payment for defective work that Big-D was required to remove and replace immediately after it was installed. Rather, Padilla is responsible to Big-D for the costs to remove and replace the Padilla Work (in the amount stipulated by the parties prior to trial).

Because IGT rejected the Padilla Work and ordered Big-D to remove and replace it, payment to Padilla never became due. Further, even if payment had become due, Big-D complied with the mandate of NRS 624.624 by providing Padilla regular and repeated notice that the Padilla Work failed—and Padilla had actual knowledge.

Further, the District Court did not abuse its discretion in declining to give itself a spoliation instruction based upon Padilla's assertion that Big-D failed to preserve adequate samples of the Padilla Work.

Finally, as the prevailing party in defending against the Padilla Action, Big-D is contractually entitled to its costs and attorneys fees pursuant to the Subcontract Agreement (and post-judgment interest on such amounts). These costs and fees were not barred by the Padilla bankruptcy.

V. STATEMENT OF THE STANDARD OF REVIEW

As to the factual determination that the Padilla Work was defective, the District Court made specific and detailed factual findings that the Padilla Work was defective. Thus, rather than the preponderance standard proposed by Padilla, this Court must only review whether those factual findings are clearly erroneous. "Where a question of fact has been determined by the trial court, this court will not reverse unless the judgment is clearly erroneous and not based on substantial evidence." *Kockos v. Bank of Nevada*, 90 Nev. 140, 143 (1974). Accordingly, the correct standard is whether the District Court's own detailed and extensive factual findings were clearly erroneous.

Regarding the District Court's evidentiary ruling in declining to give itself a spoliation instruction regarding whether Big-D preserved adequate samples of the Padilla Work, this Court should only disrupt the District Court's ruling if the District Court abused its discretion. *Sheehan & Sheehan v. Nelson Mallev & Co.*, 121 Nev. 481, 492 (2005) (specifying that a district court's evidentiary rulings shall not be overturned "absent an abuse of discretion").

VI. ARGUMENT

A. The District Court Did Not Clearly Err Because It Based Its
Determination that the Padilla Work Was Defective Upon Substantial
Evidence.

The District Court made two distinct categories of factual conclusions that are both supported by substantial evidence—the Padilla Work was defective and Padilla failed to present reliable evidence to the contrary. The trial judge has "the opportunity to hear and perceive the witnesses," as a result, he or she is "better able to consider and balance the equities than [is this Court] relying solely on the cold record." *Cunningham v. Cunningham*, 61 Nev. 93 (1941). "It is not [this Court's] province to determine the credibility of witnesses. It is the exclusive province of the trial court, sitting without a jury, to determine the facts on conflicting evidence and its finding will not be disturbed *unless it is clear that a wrong conclusion was reached. Ormachea v. Ormachea*, 67 Nev. 273, 280 (1950) (emphasis added). As a result, there was no clear error.

i. Substantial Evidence Thoroughly Demonstrated the Padilla Work Was Defective.

The District Court's factual determination that the Padilla Work was defective is supported by the overwhelming weight of the evidence. Accordingly, this Court must determine there was no clear error.

First, Padilla contractually agreed to perform the Padilla Work in compliance with the Subcontract Agreement. This included an agreement to meet

the requirements of the plans and specifications, including very precise specifications regarding the thickness of the layers, the method of "scoring" of the base layer, the compaction, and the hydration. *See* §III, Statement of Facts ("SOF") pp 3-4.

Second, visual examination on the project site indicated that the Padilla Work failed to comply with the contract provisions. SOF pp. 5-6. This evidence was further supported by the testimony of Ian Chin explaining the on-site pictures. As even an untrained eye can see from the pictures, Padilla failed to score the base layer of the stucco to a sufficient depth to create a "key" for bonding. Similarly, the variation in thicknesses is also apparent. In addition, Padilla failed to score the base layer in a single direction as required by the contract. The District Court noted these obvious nonconformities from the pictures at trial. SOF pp. 5-8.

Third, petrographic analysis of the stucco during the Project revealed that the Padilla Work has at least three independent defects: (a) incorrect thickness, (b) failure to uniformly score, and (c) inadequate hydration to active the cement properties. This was further supported by the testimony of IGT's consultant that he commissioned petrographic analysis of the Padilla Work; the petrographic report was consistent with his conclusions based upon visual examination; and relied upon the results to determine the Padilla Work was defective. SOF pp. 5-6, 11-12.

Fourth, persons on-site could literally peal one layer of the Padilla Work from the other with bare hands and minimal force—indicating a serious defect. Both Mr. Chin and Brent Brinkerhoff (Big-D) testified of this condition. SOF pp. 4-6, 11-13.

Fifth, the parties took several samples of the stucco work on the interior of the building to perform further tests. Of the eleven usable core samples, eight exhibited serious defects in the form of incorrect thickness of the layers and failure of the layers to bond together. SOF pp. 13.

Sixth, after IGT rejected the Big-D Work, Big-D commissioned an expert to perform further testing and analysis of the Padilla Work in attempt to defend the work as acceptable. Brent Brinkerhoff and Forrest McNabb (Big-D) both testified they were unable to identify a defensible basis to assert to IGT that the Padilla Work was acceptable. SOF pp. 11-13.

Seventh, Mr. Chin testified, unequivocally, that the reason the Padilla Work failed was because the workmanship deviated from the Plans and Specifications. He also testified unequivocally that the length of the cure times both (i) between the first and second coat of the Padilla Work and (ii) between the second coat of the Padilla Work and the exterior stone application had *no bearing* on the failures in the Padilla Work. In fact, Mr. Chin indicated that this conclusion is further reinforced by the fact that the Padilla Work on the interior of the buildings—that

was tested *weeks* after the cure period expired and *never had any stone installed* over it—exhibited the same weakness as the work over which stone was installed. The cure times—the responsibility of Padilla to determine—were, in fact, in compliance with applicable local code. SOF pp. 4-6, 11-13.

Eighth, Big-D requested that Padilla provide any information or analysis to support Padilla's position that the Padilla work failed for reasons other than workmanship. Padilla indicated that it had samples of the material that it would test to determine whether the material, itself, was defective. Padilla never provided any information or took any steps to defend the Padilla Work. SOF pp. 7-10.

ii. Padilla's Counter-Argument Regarding Causation Is Supported by Minimal Evidence and No Expert Testimony.

Padilla's factual assertions that, (a) the cause of the failures in the Padilla work was not known, and (b) the cause of the failures in the Padilla work was failure to cure, both mischaracterize the record.

a. Substantial Evidence Supports the Finding that the Padilla Work Was Defective.

Contrary to Padilla's assertion, the Padilla Work was rejected by IGT because of workmanship issues. SOF pp. 3-5, 11-13. IGT had petrographically examined the Padilla Work and had its consultant (Ian Chin) investigate the work on site. As a result, (i) IGT knew that the basis for rejecting Padilla's Work was

Padilla's failure to comply with the plans and specification and (ii) Big-D presented substantial evidence in support of this at trial.

First, Padilla's assertion that the "causation of the separations" in the Padilla Work "is not known" is false. Opening Br. at 5. The record is clear that IGT was very firm; it rejected the Padilla Work because the work failed to conform to the Plans in Specifications in several respects: (i) inadequate hydration, (ii) failure to score the first layer sufficiently, and (iii) failure to compact. SOF pp. 3-5, 11-13. At the time the work was rejected, Big-D still disputed IGT's rejection of the Padilla Work on the interior of the building and arduously requested Padilla to step up and defend its work. Later, after months of investigation, Big-D concluded that the Padilla Work was in fact defective and could not be defended to IGT. SOF pp. 11-13. Accordingly, the District Court did not clearly error.

Second, Padilla falsely asserts that Big-D "failed to put forth evidence that any of the alleged deviations from the plans and specifications were material; caused the separations." Opening Br. at 9. In fact, Big-D presented substantial evidence demonstrating that the Padilla Work's failures were caused by the failure to follow the plans and specifications. SOF pp. 7-11. Accordingly, the District Court did not clearly err.

///

111

b. Substantial Evidence Indicates the Failures in the Padilla Work Were Unrelated to Cure

The District Court relied upon the substantial evidence to determine the cause of the failure in the Padilla work was *not* a result of cure times. While Padilla asserts, "It is Padilla's position the separations were caused by the premature installation of the stone on the stucco before it was fully dry (cured)," this assertion is directly contrary to the weight of the evidence. SOF 3-5, 11-13.

Padilla did not present an expert to offer an opinion in support of this causation. In fact, in support of its assertion, Padilla cites not to evidence in the record but to statements of its counsel during argument to support its "failure to cure theory." The only evidence in the trial record supporting Padilla's "failure to cure" theory are citations to the deposition testimony of former Padilla COO, Joseph Lopez. The District Court, as the fact finder, is the proper party to weigh the evidence and determine which factual theory has the most evidence. The District Court did this exercise and relied upon the substantial evidence to make a factual finding that the Padilla Work failed because it was defective and Padilla did not construct the Padilla Work in compliance with the plans and specifications. SOF 1-5, 11-13. As a result, the District Court's express factual finding that the failures in the Padilla Work were not caused by the cure time are not clearly erroneous and must be upheld.

B. Big-D Had No Obligation to Pay Padilla For the Padilla Work that Was Removed and Rejected; NRS 624.624 Does Not Provide Otherwise.

Big-D is not required by either the subcontract agreement or Nevada's prompt payment statute (NRS 624.624) to pay Padilla for defective work that the Owner rejected and directed Big-D to remove.

i. The Subcontract Does Not Require Big-D to Pay Padilla for Defective Work that Was Rejected by the Project Owner.

As a matter of law, Big-D's obligation to pay Padilla under the Subcontract Agreement was excused because Padilla materially breached the contract by installing defective work. Further, the District Court correctly determined that no implied covenant or equitable theory requires Big-D to pay Padilla for work that was rejected by the Project owner and which Big-D was required to remove and replace on its own dime. Again, this determination was also based upon the factual finding supported by substantial evidence that Padilla's work was defective. Accordingly, there is no basis to find that Big-D breached the express or implied obligation in the Subcontract Agreement.

ii. Big-D Had No Obligation to Give Padilla an Opportunity to "Cure" Work.

Padilla's argument that Big-D must pay Padilla because Padilla was not given an opportunity to cure its work also fails for four reasons. First, Big-D gave Padilla written notice and request to cure the defective Padilla work when the failures were first identified. SOF 7-8. Second, Big-D was obligated to follow the

directions of IGT who directed the Padilla stucco work be removed and replaced with a cement board system (making any further cure request impracticable). SOF 6-7, 10. Third, the safety risk posed by the stone panels on Padilla's Work further excused any required notice to cure. SOF 10. Fourth, Padilla was unwilling to take any actions to investigate or cooperate—making any additional request to cure futile. SOF 8-9. Accordingly, the District Court did not clearly err in determining that Big-D did not have an additional obligations to request Padilla to cure its defaults.

iii. NRS 624.624 Does Not Require Payment to a Subcontractor for Defects of which It Was Aware and Notified.

Nothing in Nevada's prompt payment statutes, NRS 624.624, requires Big-D to pay Padilla for work that the Owner rejected and required Big-D to remove and replace. Padilla argues it is entitled to payment for rejected work claim pursuant to NRS 624.624 based upon two *false* factual assertions: (i) payment to Padilla "was due on October 25, 2009" and (ii) Big-D's first notice of withholding was not provided to Padilla until November 3, 2009.

a. Payment to Padilla Was Not "Due" on October 25, 2009.

The District Court did not clearly err in its factual determination that payment to Padilla was not due on October 25, 2009. The Subcontract provided that Padilla was to be paid within ten (10) days after IGT paid Big-D *and* after IGT

accepted the Padilla Work. JA Vol. 1, pg. 91-104, Trial Exhibit 1.⁶ Specifically, Big-D "must have first received from the Owner the corresponding periodic payment, *including the approved portion of your monthly billing*, unless the Owner's failure to make payment was caused exclusively by us." *Id.* at Section 4.2.

NRS 624.624 does not change the timing of when payment is due under a subcontract. The statute is designed to ensure that general subcontractors promptly pay subcontractors after the general contractor receives payment from the Owner associated with work performed by the subcontractor. NRS 624.624 is clear that its provisions yields to (a) payment schedules contained in subcontract agreements and (b) contractual rights to withhold payments from a subcontractor arising from deficient work. Specifically, NRS 624.624 provides payments are due to a subcontractor under "[a] written agreement with a lower-tiered subcontractor that includes a schedule for payments," that payments are due as follows:

- (1) On or before the date payment is due; or
- (2) Within 10 days after the date the higher-tiered contractor receives payment for all or a portion of the work, materials or equipment described in a request for payment submitted by the lower-tiered subcontractor,

whichever is earlier

⁶ "Contractor will issue payment to Subcontractor by US Mail ... within ten (10) days of receiving payment from the Owner." Section D.

NRS 624.624(1)(a).

Further, even after such due date, a general contractor has the right to withhold payment for "[c]osts and expenses reasonably necessary to correct or repair any work which is the subject of the request for payment ..." NRS 624.624(2)(b). NRS 624.624 does require that a general contractor provide written notice to the subcontractor as to the basis for withholding "on or before the date the payment is due." *Id.* at (3).

Here, it is undisputed that the Subcontract Agreement is a written agreement between Big-D and Padilla. Accordingly, pursuant to NRS 624.624(1)(a), payment is due to Padilla as specified in the Subcontract Agreement—after IGT accepted the Padilla Work.

Padilla dated its Application for Payment on September 25, 2009 and it was received by Big-D on September 30, 2009. Padilla erroneously contends that the payment was "due" on October 29, 2009. This assertion is incorrectly based upon a notation by Big-D's project manager on an internal accounting document tracking received project payments—which Padilla misconstrues and takes out of context. Yet, the District Court did not clearly err in its factual finding that Padilla's work had not been approved by IGT by October 29th (and, in fact, had been rejected by IGT on September 20th and replaced by Big-D by October 9, 2009). As a result, because IGT has not accepted Padilla's work by October 29,

2009, payment to Padilla was not due at that time. As a result, there is no basis to use October 29, 2009 as a payment due date for purposes of NRS 624.624.

b. Big-D Provided Padilla Repeated Written Notice of the Defects in the Padilla Work.

The District Court did not clearly err in determining that Padilla received repeated written notice that it work was defective. Rather, the District Court relied on substantial evidence that Padilla had actual and direct notice of the potential defects in the Padilla Work including the following:

- Real-time notice by Padilla's own crews that the work was separating from itself, SOF 9-10;
- Written notice from Big-D to Padilla requesting that Padilla immediately investigate its work on several occasions, SOF 7-8;
- Telephone notice from Big-D to Padilla following up on Big-D's requests that Padilla investigate the failures in the Padilla Work, SOF 11-13;
- Meetings on-site with the product manufacturer and IGT's consultants discussing the failures in the Padilla Work, SOF 11-13;
- Real-time information that IGT had rejected the Padilla Work and directed Big-D to remove and replace it, SOF 11-13; and
- Finally, formal written notice from Big-D on November 3, 2009 informing Padilla that no payment would be processed unless and until Padilla could assist Big-D to demonstrate that the failures in Padilla's work were caused by factors other than Padilla (which Padilla took no efforts to do), SOF 8-9.

Assuming *arguendo* that payments to Padilla for the rejected Padilla Work had become due, Big-D provided repeated written notices to Padilla of the failures in the Padilla Work. Further, Big-D was authorized by the Subcontract Agreement to withhold payment from Padilla for "defective work not remedied" and "your

failure to perform any obligation made by You in this Subcontract." JA Vol. 1, pg. 91-104, Trial Exhibit 1, at Section 4.4(2) and (5). As a result, NRS 624.624(3) authorizes Big-D to withhold sums due to Padilla amounts to remove and replace the Padilla Work. Accordingly, NRS 624.624 does not override the subcontract terms to impose any affirmative payment obligations upon Big-D to pay Padilla for work that was rejected and removed.

iv. Padilla's Reliance on Lehrer McGovern Bovis Is Inapposite.

Padilla's reliance on dicta in *Lehrer McGovern Bovis* is inapposite—it had no bearing on determining whether Big-D gave time notice of withholding to Padilla pursuant to NRS 624.624. *See* Opening Br. at 20. First, NRS 624 was not in effect or being interpreted in *Lehrer McGovern Bovis, Inc. v. Bullock Insulation, Inc.* 124 Nev. 1102, 1117 (2008). Second, the issue here is not whether the payment schedule in the Big-D subcontract is a pay-if-paid clause that would excuse Big-D's obligation to pay Padilla *if* the owner failed to pay Big-D for Padilla's work. Rather, the issue is, for the purposes of NRS 624.624 notice of withholding, when was the payment from Big-D to Padilla due. The Subcontract Agreement contained a schedule for payments—payment to Padilla was due after IGT approved Padilla's work *and* after Big-D received payment attributable to Padilla's work.

This is not a "pay-if-paid case." Rather, this is a case where payment to a subcontractor is excused when the subcontractor performs defective work that is rejected by the Owner and which the general contractor is required to remove and replace. The legal rights and obligations in such a circumstance are governed by clear contract provisions and case law interpreting when obligations for payment under a subcontract are excused. Nothing in NRS 624.624 or *Lehrer McGovern Bovis* determine that payment is required when an Owner rejects a subcontractor's work and requires it to be removed and replaced. This is a contract compliance issue not a prompt payment issue.

v. It Is Undisputed that Padilla's Application for Payment Is Overstated Even If Padilla Were Entitled to Payment.

Further, even if Padilla were entitled to payment (which it is not), it is undisputed that Padilla's Application for Payment dated September 25, 2015 is overstated. The Application for Payment fails to credit Big-D for the initial \$25,000.00 deposit made to Padilla prior to starting work. JA Vol. 6, pp. 494-497 (Brinkerhoff testimony). Further, it is undisputed that Big-D was required to pay one of Padilla's material suppliers directly after the material supplier filed a mechanic's lien against the Project. Nothing in NRS 624.624 provides that Padilla is entitled to payment for an overstated application for payment. Accordingly, even if Padilla were entitled to payment for the defective and rejected work (which it is not), the amount of damages would be reduced by amounts that Padilla had

previously been paid and amounts that Big-D was required to pay Padilla's subcontractors.

C. The District Court Did Not Abuse Its Discretion in Declining to Give Itself a Spoliation Instruction.

The District Court did not abuse its discretion in electing not to give itself a spoliation instruction. Sheehan & Sheehan v. Nelson Mallev & Co., 121 Nev. 481, 492 (2005) (specifying that a district court's evidentiary rulings shall not be overturned "absent an abuse of discretion"). Padilla asserts it is entitled to a spoliation instruction based on Padilla's contention that Big-D did not retain enough samples of the rejected Padilla Work. For five reasons, the District Court did not abuse its discretion.

First, Padilla does not contend that Big-D failed to preserve stucco samples of Padilla's Work for its testing and investigation. It is undisputed that several stucco samples were preserved and provided to Padilla. Rather, Padilla contends that Big-D failed to retain portions of the stucco over which stone was installed. This argument is a red herring because it is premised upon Padilla's incorrect argument that only the stucco over which stone installation had commenced failed. This is incorrect. IGT was clear that its basis to reject the Padilla Work related to its testing and inspection of Padilla Work over which no stone was installed—including on the interior of the building where no stone was installed. The failures in the Padilla Work were widespread and there is no evidence of any kind that the

Padilla stucco over which stone was installed performed any differently than the stucco (over which no stone was installed) that was rejected by IGT.

Second, the remedy that Padilla requests—tantamount to a direction by the Court that the Padilla Work is not defective—is not supported by Nevada law. Rather, Nevada recognizes an "adverse inference" for negligent destruction of evidence. An "adverse inference" "is permissible, not required, and it does not shift the burden of proof." Bass-Davis v. David, 122 Nev. 442, 449, 34 P.3d 103, 107 (2006). An "adverse inference" instruction informs a jury that it is "permitted" to draw an inference that such evidence may have been unfavorable to the destroying party. Here, Padilla, Big-D, and IGT witnesses observed the separation of the Padilla Work. Contemporaneous photographs demonstrate the separation of the Padilla Work. Both Big-D and IGT retained expert consultants to test the Padilla Work. And, there are existing samples remaining of the Padilla Work that were provided to Padilla during discovery. Even if the district court allowed itself the "permission" to infer that the portions of the Padilla Work that were discarded may have contained unfavorable evidence to Big-D, this permissible inference does not counter the mountain of evidence relied upon by the District Court that the Padilla Work failed.

Third, the concept of an adverse inference instruction is to provide evidentiary balance to a proceeding and ensure the jury understands the scope of

inferences it is permitted to draw based upon the availability of evidence. Such an explanation is not necessary when the fact finder is a sophisticated district court judge—who is well equipped to make such determinations himself. "Adverse inference instructions generally are not appropriate sanctions in bench trials." See Thompson v. U.S. Dep't of Hous. and Urban Dev., 219 F.R.D. 93, 105 (D. Md. 2003) (holding the district judge was sophisticated enough to factor in any spoliation issues in its own factual findings).

Fourth, Padilla failed to timely request or demand such a spoliation remedy. When a party waits until trial to seek a remedy that equates to a declaration of victory on an issue, it is appropriate to deny the request. *See JOM, Inc. v. Adell Plastics, Inc.*, 193 F.3d 47, 49-50 (1st Cir. 1999); *Gault v. Nabisco Biscuit Co.*, 184 F.R.D. 620, 622 (D. Nev. 1999).

Fifth, Big-D did not have custody and control over the evidence and had the same access to such evidence as did Padilla. Spoliation sanctions are only appropriately issued to a party "controlling the evidence." *Bass-Davis*, 122 Nev. at 450.⁷ IGT was the Owner of the Project and required Big-D to remove and replace

⁷ "Obviously, the party charged with spoliation must have been in the possession, custody, or control of the evidence in order for the duty to preserve to arise. The party requesting sanctions for spoliation has the burden of proof on such a claim." Hammann v. 800 Ideas, Inc., 2010 U.S. Dist. LEXIS 131097 at *21 (D. Nev. 2010) (denying motion for spoliation related to records of certain 1-800 numbers when there was no evidence that party was in the "possession, custody, or control" of relevant documents, even when party had business relationship with party in

the Padilla Work on an expedited basis. Both Big-D and Padilla were on the project site at the time that the order was issued. Had Big-D not removed and replaced the Work, IGT would have inevitably done so. Big-D did not have the option to leave Padilla Work on the exterior of the building for an extended period—meaning that it is not proper to issue a spoliation sanction against Big-D.

As a result, for these five reasons, the District Court did not abuse its discretion in failing to give itself a spoliation instruction.

D. Big-D Is Entitled to Recover Its Attorneys' Fees, Costs, and Interest.

The District Court had jurisdiction to award Big-D attorneys' fees and costs related to post-petition matters and costs to defend against Padilla's affirmative claim. Padilla's bankruptcy action did not, as a matter of law, impact Big-D's right to post-petition attorney's fees and costs to defend Padilla's affirmative claim or post-petition costs to maintain an NRS 108 bond related to Padilla's mechanic's lien.

Post-confirmation "debts" are liabilities of reorganized Chapter 11 debtor and are not affected by the bankruptcy proceeding. 11 U.S.C. Section 1141(d); *In re Nuttall Equipment Co., Inc.*, 188 B.R. 732 (Bkrtcy.W.D.N.Y.1995); *Rozel*, 120 B.R. at 949 ("Generally, a claim or debt must be found to be absolutely owing at

control of such documents). See also Rhodes v. Robinson, 399 Fed. Appx. 160, 166 (9th Cir. 2010) (discussing required proof that "the party with control over [evidence] had a duty to preserve it") (emphasis added).

the time of the filing of the petition to be considered a pre-petition item."). A Chapter 11 plan and confirmation order does not preclude a claimant from seeking post-petition attorneys' fees. *In re Mariner Post Acute Network, Inc.* 312 B.R. 520 (Bankr. D. Del. 2004). For example, confirmation of a debtor's chapter 11 plan did not terminate a mortgage agreement or impact the mortgagee's contractual right to recover attorney fees incurred in litigating its rights under agreement. *In re Sure-Snap Corp.*, 983 F.2d 1015 (11th Cir. 1993). Rather, the effect of the Chapter 11 plan was only to prevent the mortgagee from enforcing the terms of the mortgage agreement against the debtor to collect a pre-confirmation debt. *Id.* Similarly, a creditors post-petition claim against a Chapter 11 debtor was not impacted by plan confirmation when the actions that formed the basis for the claim occurred post-petition, even though the contract was executed pre-petition. *In re Texaco, Inc.*, 218 B.R. 1 (S.D.N.Y. 1998).

Here, the attorneys' fees and costs that Big-D seeks are post-petition fees not impacted by the bankruptcy action. The bankruptcy petition did not modify Big-D's contractual right to its attorneys' fees in defending against Padilla's claim. *See e.g.*, *In re Sure-Snap Corp.*, 983 F.2d 1015 (11th Cir. 1993). Attorneys' fees incurred by Big-D post-petition to defend Padilla's affirmative claim for relief are not impacted by the bankruptcy petition, which only impacts pre-confirmation debts. Padilla prosecuted a mechanic's lien claim against Big-D.

Further, Big-D was required by IGT to procure a bond to prevent the Padilla lien from being a cloud on the title to the Project. This bond incurred an annual fee of approximately \$5,000—which Big-D was required to pay each year between 2010 and 2015 during the duration of the case. This bond cost has no relation to the Big-D Counterclaim—it arises exclusively from the Padilla mechanic's lien claim. Further, Big-D did not incur any attorneys' fees or costs in support of the Big-D Counterclaim that were not necessary to defend the Padilla Action.

As a result, Big-D is entitled to collect its fees and costs against the reorganized Padilla.

VII. CONCLUSION

Accordingly, for the foregoing reasons, this Court should uphold the District Court's decision and affirm the judgment entered in favor of Big-D.

VIII. CERTIFICATE OF COMPLIANCE

I certify that I have read this Answering Brief, and to the best of my knowledge, information, and belief, it is not frivolous or interposed for any improper purpose. I further certify that this Brief complies with all applicable Nevada Rules of Appellate Procedure, in particular NRAP 28(e), which requires every assertion in the brief regarding matters in the record to be supported by a reference to the page of the transcript or appendix where the matter relied on is to be found. The Brief complies with the formatting requirements of NRAP 32(a)(4)-

(6) and the type-volume limitation stated in NRAP 32(a)(7) because it is presented in a 14-point Times New Roman font, contains 1,071 lines and 10,024 words, including headings and footnotes, as counted by Microsoft Word—the program used to prepare this brief.

I understand that I may be subject to sanctions in the event that the accompanying brief is not in conformity with the requirements of the Nevada Rules of Appellate Procedure.

DATED this 10th day of March, 2016/

Nicole E. Lovelock, Esq. HOLLAND & HART LLP 9555 Hillwood Drive, 2nd Floor Las Vegas, Nevada 89134 (702) 669-4600 (702) 669-4650 – fax

Melissa A. Beutler, Esq. Big-D Construction Corporation 3030 South Highland Drive Las Vegas, Nevada 89107-1047

Attorneys for Respondent

\$ 4,924 \$ 9 \$	4,924 4,924 31,689 25,351 25,351 8,338 6,338 6,338 6,338 6,338		, , ,	sn sn		\$ 4,923.68 \$ 4,923.88	0,00%	0.00%
S	4,924 31,689 25,351 25,351 6,338 6,338 6,338 6,338 6,338	89 89 89 89			,		_	0.00%
NATOOF S	31,689 25,351 25,351 25,351 8,038 6,338 6,338 6,338 8,636	62 ES					J	850
PHNG S 21,058 S 21,058 S S S S S S S S S	31,689 25,351 25,351 8,038 6,338 8,538 8,538 8,538	87 87 W						
S 25,351 S	25,351 25,351 8,338 6,338 6,338 6,338 8,3400	67 18				74 009 07	200	0 0000
S	25,351 25,351 8,338 6,338 6,338 8,636	19		S 25.264	-		+	0.00%
S	25,351 8,338 6,338 6,338 8,636				,	6 25 and 11	+	100.00%
S	6,338 6,338 6,538 8,636						600	0.00%
S 6,338 S 6,338 S 6,338 S C 5 S 6,38 S C 6,38 S C 5 S 6,38 S C 6,38 S C C C S 6,38 S C C C C S 6,38 S C C C C S 6,240 S C C S 7,243 S C C S 7,244 S C C S 7,244 S C C S 7,245 S C C S 7,243 S C C S 7,244 S C C S 7,245 S C S	6,338 6,338 8,636 82,400	67				Ì	0.00%	0.00%
S	6,338			7 0			0.00%	0.00%
S	6,635			,	•		0.00%	0.00%
B	62,400					\$ 6,337.78	0.00%	9,0000
ES E2,400 S E2,400 S E2,400 S E2,600 S	62,400							
S 26,815 S 25,925 S C 25,925 S C S	200				e course		_	80,00%
ES 6,285 S 6,285 S - S ORR 5 72,093 S 72,093 S - S S 72,293 S 72,093 S - S S 72,293 S 72,093 S - S S 72,393 S 72,093 S - S S 72,393 S 72,033 S - S T S 72,334 S 72,033 S - S T S 74,040 S 74,040 S 73,040 S 73,040 S S DP S 7,040 S 73,040 S 73,040 S <t< td=""><td>25 035</td><td>2 0</td><td></td><td></td><td>S 8,115.20</td><td></td><td></td><td>100.00%</td></t<>	25 035	2 0			S 8,115.20			100.00%
ES	20,000	2	•	25,416	2,541.63		-	100.00%
COR S. 17,233 S. 72,333 S. 72,334 S. 7	6,285	7		6.159	615.93		98.00%	100.00%
COVER 1 S 73,093 S 73,093 S 73,093 S 73,093 S S 74,093 S <	84,128			S 8,945	\$ 894,54	\$ 78,077.10	10.83%	100.00%
S		7			- 1			
S	13,033	+	,	71,631	7,183,11	\$ 6,624.97	98.00%	100.00%
8 75,963 8 65,883 8 65,883 8 6 7 18,476 \$ 70,314 \$ 70,334 \$ 6 8 70,340 \$ 8 70,340 \$ 8 70,340 \$ 8 8 6 8<	7,233		,		\$ 708.79	\$ 853.42	98.00%	100.00%
S	55,983	7	60	5 54,844	\$ 5,484,37	\$ 6,603,63	98.00%	100.00%
3 79,331 3 70,331 3 6 6 6 8 70,471 8 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9	18,476			\$ 18,106	\$ 1,810.65	\$ 2,180.17	%00'86	100.00%
TOW S 31,071 S 31,071 S S 55,410 S S 55,410 S S 55,410 S S 55,410 S	79,331	47		5 77,744	\$ 7,774.44	\$ 9,361.06	99.00%	100.00%
S	31,071			5 30,450			98.00%	100.00%
TON S 5.5513 S 5.5513 S S 5.517 S S 7.5513 S	37,040 \$	-	5 3,333.60	\$ 35,188	4		95.00%	100.001
TTON S 15,874 S 5,584 S 6,584 S 7,584 S 7,584 S 7,123 S 7,123 S 7,233 S 7,2	55,513	673	1	1	1,387.83	9 43,022,58	25.00%	25.00%
TTON \$ 5,584 \$ 5,584 \$ <t< td=""><td>15,975</td><td>,</td><td></td><td>585.8</td><td>\$ 958.50</td><td>\$ 7,348,50</td><td>800.09</td><td>80.00%</td></t<>	15,975	,		585.8	\$ 958.50	\$ 7,348,50	800.09	80.00%
S 8,666 S 6,666 S C C	5,584	49		\$ 5,472	\$ 547.23	\$ 658.91	99.00%	100.00%
PP 2,112 S 2,112 S C S OOOP 5 10,120 5 77,033 5 7,533 5 5 S 7,203 5 7,203 5 7,203 5 5 S 7,203 5 7,203 5 7,203 5 5 S 7,203 5 7,203 5 7,203 5 5 S 7,203 5 7,203 5 7 5 5 S 7,203 5 7,203 5 7 5 5 S 31,071 5 7,933 5 7 5 5 TOO 5 37,040 5 31,071 5 31,980 5 5 TOO 5 15,975 5 31,920 5 31,980 5 5 TOO 5 15,975 5 37,920 5 31,980 5 <td>995'8</td> <td></td> <td>1 69</td> <td>\$ 7,709</td> <td>770.94</td> <td></td> <td>80008</td> <td>90.00%</td>	995'8		1 69	\$ 7,709	770.94		80008	90.00%
PP S 10,120 S 97,620 S 7,233 S 7,233 S 7,233 S 7,233 S 7,233 S 7,233 S	2,112		-			\$ 2,112.00	0.00%	0,00%
LOOP S 73,003 S 73,003 S - S S 7,203 S 7,203 S - S S 7,203 S 7,203 S - S S 7,603 S 18,476 S - S S 7,604 S 7,304 S - S T S 5,504 S 3,7040 S - S T S 5,504 S 15,875 S 3,198.00 S T S 5,504 S 3,198.00 S S 1,198.00 S T S 5,504 S 3,198.00 S S S S S DR S 5,504 S 3,198.00 S S S S S S S S S S S S S S S S	97,620	53		87,400	\$ 8,740.00	\$ 18,980.00	89.53%	100.00%
5 72,003 \$ 73,003 \$ 73,003 \$ 5 6 \$ 7,233 \$ 8 7,233 \$ 8 8 7,233 \$ 8 8 7,233 \$ 8 8 8 8 9 7,233 \$ 8 8 8 8 8 9 8 8 9 8 8 9 8 9								
\$ 7,233 \$ 7,233 \$ 18,478 <	73,093			5 71.831	\$ 7.163.11	\$ 8.824.97	2600 80	100 00%
S	7,233	-		7.088	708.79		28 00%	100.00%
\$ 79,331 \$ 79,331 \$ 5 \$ 31,071 \$ 31,071 \$ 31,071 \$ 5 \$ 37,040 \$ 31,071 \$ 31,071 \$ 5 \$ 55,640 \$ 37,040 \$ 31,080 \$ 5 \$ 55,642 \$ 55,643 \$ 55,644 \$ 31,980 \$ 31,980 \$ 5 \$ 5,644 \$ 5,644 \$ 5,644 \$ 31,980 \$ 2 \$ 2 \$ 31,980 \$ 2 PON \$ 10,120 \$ 2,112 \$ 2,112 \$ 2,112 \$ 2,112 \$ 37,020 \$ 5 OR \$ 72,03 \$ 72,03 \$ 72,03 \$ 72,03 \$ 5 \$ 5 OR \$ 72,03 \$ 72,03 \$ 72,03 \$ 5 \$ 5 \$ 72,03 \$ 72,03 \$ 72,03 \$ 72,04 \$ 72,04 \$ 72,04 \$ 72,03 \$ 72,03 \$ 72,04 \$ 72,04 \$ 72,04 \$ 72,04 \$ 72,04 \$ 72,04 \$ 72,04 \$ 72,04 \$ 72,04 \$ 72,04 \$ 72,04 \$ 72,04 \$ 72,04 \$ 72,04 \$ 72,04 \$ 72,04 \$ 72,04 \$ 72	18,476			18.106	1.810.65	2	28 00%	100 00%
\$ 31,071 \$ 31,071 \$ 31,071 \$ 5 \$ 57,040 \$ 37,040 \$ 37,040 \$ 5 \$ 5,573 \$ 57,040 \$ 77,040 \$ 6 \$ 5,564 \$ 15,975 \$ 31,95,00 \$ 6 \$ 15,975 \$ 15,975 \$ 31,95,00 \$ 6 \$ 2,564 \$ 2,564 \$ 31,95,00 \$ 6 \$ 2,112 \$ 2,112 \$ 2,112 \$ 6 \$ 2,112 \$ 2,112 \$ 2,112 \$ 6 \$ 10,120 \$ 37,020 \$ 660,00 \$ 6 \$ 7,203 \$ 7,203 \$ - 660,00 \$ 6 \$ 7,203 \$ 7,203 \$ - 660,00 \$ 6 \$ 7,203 \$ 7,203 \$ - 660,00 \$ 6 \$ 7,203 \$ 7,203 \$ - 660,00 \$ 6 \$ 7,203 \$ 7,203 \$ - 660,00 \$ 6 \$ 7,203 \$ 7,203 \$ - 6 \$ 6 \$ 7,203 \$ 7,203 \$ - 6 \$ 6 \$ 7,203 \$ 7,203 \$ - 6 \$ 6 \$ 7,203 \$ 7,203 <td>79,331</td> <td></td> <td></td> <td>77.744</td> <td>7,774,44</td> <td></td> <td>98.00%</td> <td>100.00%</td>	79,331			77.744	7,774,44		98.00%	100.00%
\$ 37,040 \$ 37,040 \$ 37,040 \$ 55,11 \$ 63,513 \$ 63,513 \$ 63,513 \$ 63,514	170,16	50		30,450	3,044,96		98.00%	100.00%
S 55,513 S 55,513 S 5,510 S S 15,975 S 15,975 S 15,975 S S 15,975 S 15,975 S 15,970 S S 15,674 S 15,975 S 1,195 00 S TON S 2,112 S 2,112 S C C P S 10,120 S 2,112 S C C OR S 10,120 S 2,112 S C OR S 7,233 S 7,233 S C S 18,476 S 1,077 S C S 18,476 S 1,077 S C S 1,071 S 1,077 S C S 1,071 S 1,077 S S 1,071 S 2,070 S S 1,071 S 1,070 S S 1,070 S 1,070 S S	37,040	149	-	33,336	3,333,60		%00.08	100.00%
Total	55,513 \$	-	\$ 7,494.28		-		15.00%	50.00%
S 5,564 S 5,564 S 5,564 S S S S,686 S S,596 S S P S 10,120 S 17,122 S 5,620 S OR S 7,033 S 7,033 S 7,033 S S 7,033 S 7,033 S 7,033 S S S 7,034 S 7,034 S 7,034 S S S 7,034 S 7,034 S 7,034 S S S 7,034 S 7,034 S 7,034 S S 7,034 S 7,034 S 7,040 S S 5,543 S 5,543 S 5,543 S S 5,544 S 5,544 S 5,544 S 5,545 S 5,545 S 5,545 S 5,545	15,975 5	-	2,875.50	-	1,118.25		70.00%	50.00%
TOON \$ 0,566 \$ 0,566 \$ <t< td=""><td>5,584</td><td>. 8</td><td></td><td>-</td><td>547.23</td><td></td><td>98.00%</td><td>100.00%</td></t<>	5,584	. 8		-	547.23		98.00%	100.00%
P	8,588	675	3	\$ 7,709	\$ 770.94	\$ 1,827.54	90.00%	80.00%
PP \$ 10,120 S 97,620 \$ 506,00 \$ OR \$ 73,093 \$ 73,093 \$ - \$ \$ 7,233 \$ 7,233 \$ - \$ \$ 18,476 \$ 7,233 \$ - \$ \$ 18,476 \$ 7,233 \$ - \$ \$ 18,476 \$ 7,233 \$ - \$ \$ 18,476 \$ 7,233 \$ - \$ \$ 18,476 \$ 7,233 \$ - \$ \$ 18,476 \$ 7,233 \$ - \$ \$ \$ 13,040 \$ 3,704 \$ 3,704 \$ \$ 3 \$ 15,975 \$ 15,975 \$ 3,105,00 \$ 3 \$ 15,844 \$ 5,513 \$ 3,105,00	2;112	. 55	,			\$ 2,112,00	0.00%	0.00%
OR S 73,093 \$ 77,093 \$ 7,203 \$	97,620	\rightarrow	\$ 455.40 \$	\$ 92,690	\$ 9,268,98	\$ 14,199.18	84.95%	100.0016
5 7,3,053 8 7,2,033 8 7,2,033 8 - 8 8 18,475 8 10,476 8 - 8 8 5 31,071 8 7,031 8 - 8 8 6 3,1,071 8 7,040 8 3,704,00 8 8 8 55,571 8 55,613 8 7,040 8 3,704,00 8 8 55,573 8 55,613 8 7,040 8 3,704,00 8 8 5,544 8 5,564 8 7,040 8 3,040,00 8 8 5,544 8 5,564 8 6,567 8 6,567 8 6,567 8								
\$ 7233 \$ 7233 \$ \$ \$ 18,476 \$ 710,478 \$ \$ \$ 31,071 \$ 710,478 \$ \$ \$ 31,071 \$ 37,040 \$ 37,040 \$ 37,040 \$ 55,573 \$ 55,673 \$ 55,673 \$ 37,040 \$ 37,040 \$ 55,573 \$ 55,673 \$ 55,673 \$ 37,040 \$ 37,040 \$ 37,040 \$ 55,573 \$ 55,673 \$ 55,673 \$ 55,673 \$ 55,673 \$ 55,673 \$ 55,673 \$ 55,673	73,093			\$ 69,438	\$ 6,943.84	\$ 10,598.49	95.00%	100,00%
\$ 18,476 \$ 10,476 \$ \$ \$ 79,331 \$ 79,331 \$ \$ \$ 31,031 \$ 70,031 \$ \$ \$ 37,040 \$ 37,040 \$ 37,040 \$ 55,513 \$ 65,613 \$ \$ \$ 15,975 \$ 3,195,00 \$ 5,544 \$ 5,548 \$ 5,544 \$ 6,548 \$ 6,548 \$ 7,646	7,233	,		7,088	_	\$ 853.44	83.00%	100.00%
\$ 78,311 \$ 78,331 \$ \$ \$ 31,071 \$ 71,071 \$ \$ \$ 37,040 \$ 37,040 \$ 37,040 \$ 55,513 \$ 55,613 \$ 55,613 \$ 15,875 \$ 15,875 \$ 370,00 \$ 15,876 \$ 15,876 \$ 370,00	16,476				-	\$ 2,679.02	95.00%	100.00%
\$ 31,071 \$ 31,071 \$. \$. \$. \$. \$. \$. \$. \$. \$. \$. \$. \$. . \$. <th< td=""><td>79,331</td><td></td><td>1 10</td><td>\$ 75,364</td><td>\$ 7,536.45</td><td>\$ 11,503.00</td><td>95.00%</td><td>100.00%</td></th<>	79,331		1 10	\$ 75,364	\$ 7,536.45	\$ 11,503.00	95.00%	100.00%
\$ 55513 \$ 37,040 \$ 37,040 \$ 3,704.00 \$ 5 5513 \$	170,16		1	\$ 27,904	\$ 2,798.39	\$ 5,903,49	90.00%	100.00%
\$ 55,513 \$ 55,613 \$ 9 9 9 9 9 9 9 9 9 9 9	37,040 \$	\$ 370.40	\$ 3,333.60 \$	20,632	\$ 2,963.20	\$ 10,371,20	80.00%	100.00%
\$ 15,975 \$ 3,195,00 \$ 5 15,975 \$ 3,195,00 \$ 5 15,975 \$ 3,195,00 \$ 5 15,00 \$	55,613		,	\$ 5,551	\$ 555.13	\$ 50,518.83	10.00%	50.00%
G 5.554 8 - 5.554 8 - 5.	15,975 \$	-	\$ 2,875.50 \$	11,183		5,910.75	70.007	50.00%
4 CASCA 6 COSC 6		1 12		5,028	S 502.58	5 1,060.98	90,00%	100.00%
e Objavis e posia e	8 395'B	3,426.40 \$ 342.64	\$ 3,083.76 \$	6,853	\$ 685.28	\$ 2,398.48	80.00%	80.00%
IS 2,112 S 2,112 S - S	2,112 \$		٠		1	5 2,112.00	H	0.00%
INSULATION - FIRESTOP \$ 10,120 \$ 97,620 \$ 17,548,00 \$ 1,754	97,620 \$	548.00 S 1,754.80 S	5 15,793.20 \$	5 67,489 \$	\$ 8,748.90 \$	18,679,90	89.62%	100.00%

				73,093		-			A	-						÷	
		73,083	67	4	17		5	67	•	•9	71,631	4	7,163,11 \$	\$ 8.624.97	1.97 88.00%	=	100.00%
		7,233	5	7,233	17	1	100	,	•	47	7.088	69	708.79		÷	+	400 000
		18,476	67	18,478	**		123			v	17,662		4 755 22 a		+-	÷	400 001
		78,331	67	+-	67		67			U	75. 28A			1	÷	+	5
		31,071	67	+-		1.653.65 \$		155.38	1 398.20	+-	29.647		5 064 7E e		+	+	100,00%
		37.040	67			7 408 00 9		+-		-	20.023	9 6	+	ľ	-	÷	100,00%
		65,513	67					-		+-	C CE4				÷	+	100.00%
		15,975	61			3 993 75 8	300	190 3R 9	2 Ch4 18	+	0007		2000		÷	+	20.00
		5.584	S	5.584				+-			000,1		1 30.73	8	+	+	50.00%
Ī		6,568	67		8	428.3b		42 R3 S	285.47		2146			1	DAD OF DIE BOLLO	+	100.0076
PLUMBING IDENTIFICATION		2.112	61	-		+-		+		·	3		<u> </u>		÷	4	50.00.cs
	ľ	10,120	61			508 00 e		2 m	ARE 40	-	00000	, .		00.217.2		+	0.00%
ELECTRICAL						200		+			000'00	-	+	16,720,82	.82 92 08%	+	100.00%
ENGINEERING	\$ 20	20.450	101	20.450							- 200 000		-+-		-	+	
		32,300		+-				Ť			45.040		-		-	-	76.03%
Ame		20 000				+-		+-		+	090,00		-		_	+	100.00%
		77000				D.UUU.00		Security S	4,500.00	+	12,403	10			ᆛ	4	64.40%
		nez-	,	14,200	190			2	•	ы	12,736		1,273.60 \$		Ϗ.	_	89.37%
		12,350	0	14,350	2			2	•	57	068'9			8	-		58,11%
		1,900	17	1,900	17			6	1	45	1,900	**	190,00 6		180.00 100.00%	_	100,00%
COOR		22,800	89	22,800	67-	1		97	,	49	16,850	67	1,685.00 \$	7,636.00	-	١	73.90%
	2 108	106,000	8	108,000 \$		45,000.00 \$	\$ 4,500.00	3.00.5	40,500.00	49	98,438	45	9,843,60 \$	17,407.60	.80 02.88%	-	80,003
DISTRIBUTION PACKAGE		83,000	67	83,000 \$		8,000.00 \$		800.008	7,200.00	25	78,500	10	7,850.00 \$	12,350,00	.00 94.58%	-	96.00%
	5 50	50,000	67	93,828	\$ 10,	10,000.00	1,000.00	3 00.0	9,000.00	67	62,744	•>	6.274.40 S		⊨	-	75.00%
1	\$ 85	85,000	17	85,000 \$			-	1/9		-	78,500	69			-	+	100.00%
SARAGE & 1st FLR CONDUIT &	\$ 400	400,000	63	400,000	45			100	9	**		1	-		-	┾	100 00%
M FLR RGH WALLS/CEILINGS	\$ 75	75,000	67	75,000 \$		3,500.00 \$		350.00 \$	3,150.00	69	71,250	.,	7.126.00 \$	10.675.00	_	-	100 001
7	\$ 10	10,000	69	10,000	42	1	-	67	6	975	,		-		-	-	96000
AND FLR RGH WALLS/CEILINGS	\$ 75	75,000	8	75,000	3.	3,500.00 \$		350.00 \$	3,150.00	67	71,250		7,126.00 \$		-	H	100.00%
M		10,000	67		50			67		-		107			-	⊨	0.00%
	77	75,000	s/r	75,000	45	1			1	67	67,750	49	6,775.00 \$	14,025.00	.00 80.33%	-	100.00%
Style of the properties of the state of the	\$ 2	10,000	67		*	•		97	1	97	٠	s	- 3	10,000,00	%00'0 00'		0,00%
4th FLR RGH WALLS/CEILINGS	\$ 75	75,000	87		10	1		97) T	ŧ	s	67,750	19	6,775.00 \$	14,025.00	.00 80.33%	-	100.00%
4th FLR DEVICE & FIXTURE TRIM	\$	10,000	60	10,000	*			en ,	٠	42	1	*	•	10,000,00	200 00°		0.00%
ш	\$ 674	674,316	67-			-		\$ 69	50,982.25	97	692,404	9	59,240.43 \$	341,151.13	.13 67.78%		67.78%
BUBTOTAL BUILDING 8	\$ 15,142,910	. C. C.	\$ 13	\$ 13,248,865	\$ 808	808,480.86 \$	90,848.07	207	817,632.69	873	9,387,160	\$ 93	838,715.03 \$	4,788,519.47	.47 70.88%		72.02%
BUILDING 9								+	And the state of t	1					T	+	
SW.	\$ 60	60,000	20	80,000				47		91		M		00 000 00	0000	-	0.00%
STEEL LABOR		210,000	67	+	•	139.50 \$		13.95 \$	125.55		210.000	1	21,000.00		-	1	36
REINFORCING STEEL MATERIAL	300	200,000	97	419,123	•			*		97		65	+		-	-	160
EXCAVATE FOOTINGS	\$ 127,	127,500	40	127,500	•	uPy ,		69	,	57	-		+		4	+	9600
	\$ 160,	160,000	67	180,000	*			62		87	180,000 \$		18,000.00		-		%00
		300,000	97	300,000	65	1		1/2		*2	300,000	es	30,000,00	30,000.00	.00 100.00%	100.00%	900
		80,000	57	-				477	,	97		65	8,000.00,8		=	100,00%	900%
ADE		160,000	97	160,000	42			20		6/3	160,000		18,000,00 \$,00 100,00%	100.00%	36
×	-	360,000	87	360,000 \$	8	••	-	677		60	380,000 \$	- [38,000.00		100.00%	100.00%	500
		100,000		-				-	1	27	\rightarrow		-+		_	-	8
		100,001		100,000			-		23,338.13				5,188.25 \$		_,	4	Š
		100,000		\rightarrow	1	25,931.25 \$			23,338.13	**		- [53,323.75		-	8
TRECASI PLOUKS		000,000	10					-	23,938.13				-+		_	+	50.00%
	3 100,000	000	2	300'00L		Z0,831.Zb	2,583.13	+	Z3,338.13	10	-		\rightarrow		-	+	Ś
888		200		+						, .	Z46,069	9 .	A, 856.90 &	22,569.90	90.71%	+	100.00%
		900				1 800 00 6	480.00	+-	4 704 00	+			4 240 50		+	+	6 3
		200		-		1,690,00	*	-	7,707.00	,	13,900	9	3,340,50 \$	67,835.50	13.41%	13,00%	5

04309

	0	183,010	2	108,015		,		,		n	200	19.001.50	2	40 004 50	460 000	400 000
WOOD FRAMING L1 MATERIAL	*	245,918	es.	245,916	65	•		100			+		88	24.591.80		100.004
WOOD FRAMING L2 LABOR/EQUIP	93	177,141	40	177.141	-						+		+	47 74 440	-	100.00%
WOOD FRAMING L2 MATERIAL	95	229.547	65	220 547	+-			•			+		-	17,714.10	-	100.00%
WOOD FRAMING L3 LABOR/FOLED	-	177 141		477 444		9 4		•	1		-	1	-+-	22,954.70	=	100.00%
ANDOD EDANARO I STATEDIAL		000			-			,	1	2	-+	1	-+	17,714.10	=	100,00%
The second secon		Con'may	0	RE0'027	+			10	•	2	228,039 \$	22,603.90	\$ 06.	22,603.90	100.00%	100.00%
VOCU PRAMING LA LABORDELUIP	9	162,032	20	162,032	-+	•		55		4	162,032 \$	16,203.20	\$ 021	16,203.20	100.00%	100,001
YOOD FRAMING LA MATERIAL	0	146,941	97	146,841	99	•	1	97	٠	52	148,941 \$	14,694.10	1.10 \$	14,604.10	100.00%	100.00%
MOOD FRAMING RF LABORNEOUSP	69	61.646	80	61,648	60		•	64		59	61,646 \$	8,154.80	\$ 091	6,164,60	100.00%	100.00%
WOOD FRAMING RF MATERIAL	••	179,680	55	179,580	97		1	49	•	\$	179,580 \$	ľ	+	17,958.00	⊨	100 00%
FINISH CARPENTRY	*	800,008	89	600,000	97	169,178.68 \$	18,917.87	49	152,260,81	67	-			410 982 28	=	10.00%
INBULATION	s	91,800	49	94,800	97	40,485.00 \$	4,048.50	65	+	•5	82.620 \$	l.	1-	17 442 00	누	09 00%
RODFING	8	220,020	65	157.738	97	+-		+-	+		+	ľ		47 404 48	-	400,000
WATERPROOFING	95	123,800	69	59.475	67	•		u	÷		÷		-	17,134.10	1	100.00F
STICE		208 700		906 906	+	+-	I	+	\rightarrow		-1-	1		17,922.24	-	80.00%
amic One		200,700	0	ond, one		238,782.50 \$	23,679.25	-	214,913.25		+		-	128,927.50	76.00%	75.00%
INDOWS	9	254,000	12	254,000	-+	-	-	~+	-	2	238,172 \$	23,817.20	.20 \$	39,645,20	93.77%	99.00%
DRYWALL	8	000'006	**	1,054,050	45	217,632.50 \$	21,763.25	93	195,869.25	*	685,133 \$	68,513,25	.25 \$	437,430.75	85.00%	75.00%
LOORING	20	300,000	**	300,000	89		•	89		**	,			300,000.00	%00.0	0.00%
PAINTING	s	765,000	87	353,118	67	,		89	1	5	1		49	353,117,50	9,000	9000
APPLIANCES	10	112,000	60	112,000	97	47		97		45	49		e/	112,000,00	-	0.00%
ELEVATORS	49	274,826	40	274,926	97	117,031.00 \$	11,703,10	-	105,327,90	4	189.531	18.953.10	+	104 348 10	-	0.00%
WECH. MOBILIZATION	*	12,500	en	12,500	97	+		+-	+		1	Ł	+-	2 060 0	Br Ord	BA 000
MECH. SUBMITTALS	s	1.126	97	1.126	97	4	1						+	442 62	and and	400 000
MECH GENERAL CONTINUONS		17.7.4		477.4	+-						-			00711	TOTAL STREET	SOUTH STATE
MECH CLOSEOUT DOCUMENTS	·	4 000	•	4 000	-	2 0			†		R		20.02	068.22	00.1076	58.00%
MVAC EDET EI OOD			+		1								•	DO.COC.	d'ann	C.C.C.
PERMIT		6.260		A 250		•		ŀ			0.000		00000	900	-	
PRE-ROCKA INF SET PIPING	61	24 818		24 848	-	1			+		0070	f	+	Dep.00	100.00%	100.00%
FAUMATERIALS		10 695	4	10 606							40.00	l	+	4,000,47	100.00%	100,007
ROUGH DUCT	6	10 805	4	40 805	+-	44 774 04 6	4 477 40	+-	42 202 04		-+-			14.000 A	400.00%	TOU.OUT
CONTRACTO MATERIAL C		40 006		40 005	+	+		+-	+				-	1,000.47	200.00	100.001
SET CONTRACTOR		A 000	2 4	A 0034	+	004 74 6	- 40				CED'AL		+	1,909.47	400.001	100.00%
CET TRIM		4 924	•	4 000		+			+			435.37	+	492.37	100,00%	100.00%
OTA DE LA		100	•	4,364	-	†	•	,		2	1		2	4,923.68	0.00%	0.00%
HVAC SECOND FLOOR		4,324	2	4,154	0			n			1			4,923,68	0.00%	0.00%
PRE-ROCKLINE SET PIPING	90	24,818	•	24,618	97	•9		67		•	24.818 \$	2.481.84	84 S	2 481 84	400 00%	100 00%
FAU MATERIALS	69	19,695	69	19,695	-			61		ú	19 695 \$		+	1 989 47	100.00%	100 00%
ROUGH DUCT	69	19,085	97	19,625	-	19.694.72 \$	1.969.47	97	17 725 25		19 695 8	1	+	1 000 47	400 008	400 000
CONDENSER MATERIALS	57	19,695	99	19,695	+-	+		67	+-		+-	1 089 47	+	4 989 47	400.004	400 006
SET CONDENSERS	40	4,824	99	4,924	+-	964.74 \$	98.47	67	886.27 \$		+-		+	A82 37	100 00%	100.004
SET TRIM	677	4,924	•	4,924	-	-		5	+				+-	4.923.68	0.00%	7,000
START UP	49	4,824	87	4,924	45			69	10		479	-	67	4 923 68	0.00%	9000
MVAC THIRD FLOOR																
PRE-ROCKLINE SET PIPING	89	24,618	49	24,618	62			47			24,618 \$	2,461,84	.B4 s	2,481.84	100.00%	100.00%
FAU MATERIALS	40	19,665	**	19,695	50		·	50	1		19,695 3	1.969.47	•	1.989.47	100 00%	100.001
ROUGH DUCT	87	19,595	99	19,695	63	19.894.72 \$	1.969.47	45	17.725.26 \$	-	19.695 5	1.969.47	+	1 989 47	and not	400 0094
CONDENSER MATERIALS	40	19,605	57	19,695	+-	+		61	+			1 969 47	+	1 989 47	100 00%	100 004
SET CONDENSERS		4,924	**	4,924	-	984.74 \$	98.47	8	886.27 \$		4.924 \$	482.37	+-	482.37	100.00%	400.00%
SET TRIM	49	4,924	40	4,924	+-	4		67	+		-		+-	4.823.68	0.00%	%000 o
START UP	55	4,924	89	4,824	87	1		67	47				10	4,923.68	0.00%	0.00%
HVAC FOURTH FLOOR													-			
PRE-ROCK/LINE SET PIPING	s	24,618	49	24,618	87	•	٠	**			24,618 \$	2,481.84	20	2,451.84	100.00%	100.001
FAUMATERIALS	87	18,695	69	19,595	8		•	89			19,695 \$	1,969.47	47 8	1,969.47	100.00%	100.00%
воиен бист	65	19,885	5 \$	19,695	50	1	1	69			-		-	19,694.72	9,00.0	100.00%
CONDENSER MATERIALS	90	19,895	46	19,695	49	1		55			19,895 \$	1.969.47	8 47	1.969.47	400 004	100.00%
			The second secon						1		-	1100		- comments	Total and a second	

I control to take a control of the control of the control of the control of

SEL TRIM	**	4,924	1/3	4.024	LA .					67			-	4 000 000		A Ame
STARTIB	-	4 024		4 000		Ť		1			T			4,023,00		0.00%
TOTAL OF THE PROPERTY OF THE P	2	4'BC4	0	4'9Z4				2		49		2		4,923.68	0.00%	%00'0
TVAC CONDICON AMERICOG	1							-								
PRE-ROCK/LINE SET PIPING	57	31,689	s	31,689	40	8,506.55	950.67	\$ 29	8,555.99	67	25,351	\$ 2	2,535,11 \$	8.872.88	RD D044	AU DUK
FAU-RTU MATERIALS	٥,	25,351	69	25,361	49	1		67	1.	62				2 535 11	_	400
ROUGH DUCT	47	25,351	69	25,351	69	12,675,57	1.267.58	88	11.408.D1	97		l		19 049 45	-	En mak
RTUMATERIALS	50	25,351	87	25,351	89	+		+		60		1	+	26 96 4 44	_	2000
SETEQUIPMENT	82	6,338	67	6,338	49	-		M	-					07.454.0	_	0
SETTRIM		6.338	41	6.338				t			1		-	0,707,70		50.0
STARTUP		B 338		8 978				t			+			07.755,0	4	0.00%
PLIMBING RELOW PODWIN	I			2570				0	•	,				8,337.78	8000	0000
шмана		0 636		242.0				T			-4-				4	
Control of the Contro	T	Decelo Control	•	0,030				1		20	8,384 \$		7	1,007.13		88.00%
EXCAVA I KONBRACINFILL	2	62,400	20	62,400	10			**	,	97	61,152. \$		6,115.20 \$	7,383,20	98.00%	100.00%
ING SANITARY PIPING		26,935	en.	25,935	50			69		49	25,416 \$		2,541.63 \$	3,080,33	98.00%	100.00%
MG STORM PIPING	67	8,285	49	6,285		1		67	٠	10	8,159 \$		815.93 \$	741.63	١.,	100.00%
PRECAST STRUCTURES	549	9,128	47	84,128	**			10		61				75 077 40	0	400 006
PLUMBUNG FIRST FLOOR											+		-	2	1	3
M3 WASTE & VENT	87	73,093	49	73.093							74 834 8		7 183 14 8	0 024 03	200.00	400 000
WAINGCARRIERS		7.944		7 2523		T		†			100'2		1	0,024.97	_	100.00
d EFVESANCEDTS	T	KE DES	•	CC 21/				2	•	2	-	1	-	853.42	_	100.00%
	T	20,000		200,000		2	'	P		מ	54,844 5	1		6,603.63	98.00%	100,00%
AG STOKAL PIPING	5	18,478	8	18,478	~		•	2	٠	67	18,106 \$		1,810.65 \$	2,180.17	98 00%	100.00%
VO DOMESTIC WATER		79,331	**	79,331	9	•9	,	97	٠	17	77,744 \$		7,774.44 \$.	9,361.06	98.00%	100,00%
VG GAS PIPING	649	31,071	49	31,071	63		ľ	5	,	27	30,450 \$		3,D44.96 \$	3,666,38	98.00%	100 00%
TUBS & HOOKUPS	97	37,040	85	37,040	s	1,852,00 \$	185.20	20	1.668.80	67	33.938 \$			7 037 80	DO DOK	100 00%
*LUMBING FIXTURES	45	55,513	63	55.513	49	-	ľ	87		47	+-			45 520 BB	20.00%	Sh one
PLUMBING EQUIPMENT	64	15.975	M	45 G75 S	85	4 792 50 g	A78 25	+	4 349 96		-	1		4 479 00	_	DO 000 70
CONDENSATE PUPING	-	5 694		S SRA		i		+			-			000000	-	200.00
DI LIMBING TESTING		B 688		B E00				1					2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	1000.01	20.00	20.00
MOUTANIENT CAMBON INC		2 445		0 449		6		t			+		+	1,545,01	20.00	20.00
Men atton cocetto		40 400	•	21112	,	+		+				1		2,112.00	0.00%	0.00%
OF IMPRIO SECOND ET DOS	T	10,160	2	מי/מ	٠	1,012,00	15.101	8	09.018	r)	608'70		6,798.50 \$	18,428,80	80 13%	100.00%
MICHAEL SECOND FLOOR		200 000	•	900 00				+				1				
WAS WAS IE & VENT	•	(Sings	0	(3,083		•		10		10	71,831 5	-	7,163,11 \$	8,624.97	_	100.00%
DRAINS/CARRIERS	20	7,233	47	7,233	50			49		49	7,088 \$		708.79 \$	863,43	98.00%	100.00%
AVG STORM PIPING	20	18,476	8	18,478	22			19	٠	19	18,108 \$		1,810,65 \$	2,180.17	98.00%	100.00%
ANG DOMESTIC WATER	99	78,331	67	79,331	89	1		69	•	69	77,744 \$		7,774.44 \$	9,381.08	88 00%	100.00%
A/G GAS PIPING	49	31,071	sn-	31,071	69	832,13 \$	93.21	21.00	838,92	80	30,450 \$		3,044.96 \$	3,668.38	98.00%	100.00%
TUBS & HOCKUPS	20	37,040	10	37,040	42			60	•	97	33,336 \$		3,333.60 \$	7.037.60	260008	100.00%
PLUMBING FIXTURES	25	55,513	10	55,513	65	11,102,60 \$	1.110.28	-	9.892.34		-		_	AS 520 BR	20 00%	50 00%
PLUMBING EQUIPMENT	649	15,976	60	15.975	s	+-	159.75	-	1.437.75		-		+	7 349 60	RO DOR.	SO ON
CONDENSATE PIPING	99	5.584	1	6 584	91	+		-						BER D4	A COL	100 004
PLUMBING TESTING	97	8 566	of	8 KBR	er			t			2 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	ĺ	~ i ~ · ·	4 242 67	SO PARK	OF STREET
PLI BARBANG LIDENTIFICATION		2412		2 443				t					+	1,646.07	20000	2000
AMELIA TOWN CIDERTON	. . -	400		20000				†					_	2,112.00	2000	0.00.0
MOUNT THESION	2	U21,UT	n	029'/8	2		•	10		10	885'00		8 06'960'A	15,729.90	93.21%	100.00%
MICHAEL FLOOR	-							1			1					
AG WASTE & VENT	10	73,083	•	73,093 \$	89	••		7		60	71,831 \$		7,163,11 \$	8,624.97	99.00%	100.00%
DRAINS/CARRIERS	*	7,233	69	7,233	50		•	L/S		69	6,871 \$		887 09 \$	1,048.71	95.00%	100.00%
A/G STORM PIPING	8	18,478	55	18,476	10	923.80	92.38	38 8	831.42	67	17,552 \$		1,755.22 \$	2,679.02	95 00%	100.00%
A/G DOMESTIC WATER	6/3	79,331	44	79,331	10	3,986.55 \$	396.68	\$ 86	3,569.90	55	75,384 \$		7,536.45 \$	11,503.00	95.00%	100.00%
WG GAS PIPING	67	31,071	\$	31,071	89	1,553,55 \$	165,36	30	1,598.20	10	29,517 \$		2,951.75 \$	4,505.30	95.00%	100.00%
TUBS & HOOKUPS	69	37,040	**	37,040 \$	89	3,704.00 \$	370.40		3,333.60	65	33,336		3,333,60 \$	7,037.60	90.00%	100.00%
PLUMBING FIXTURES	99	55,513	ėn	65,513	8	•				46	+		-	45.520.68	20 00%	50.00%
PLUMBING EQUIPMENT	40	15,975	47		so.	6,390.00 \$	639.00		5,751.00				+	8,067.38	55.00%	50.00%
CONDENSATE PIPING	47	5,584	40	5,584	67	-		<u> </u>		**	5,472 \$		+-	658.91	98.00%	100.00%
PLUMBING TESTING	\$	8,586	89	8,588	87	1,713.20 \$	171.32	-	1,541.88	10	-		+	1,242.07	95.00%	95.00%
PLUMBING IDENTIFICATION	••	2.112	61		91			-			+	l	÷	40 0000		
	-		,		9		•	*		n			1	2,112,00	2000	0.00%

PLUMBING FOURTH FLOOR						_						-			
AG WASTE & VENT	49	73,093	-	\$ 73,093	8	2,192.79 \$	219.28	5 1,97	1,973.51 \$	71,831	\$ 7,163,11	69	B,624.97	88.00%	100.00%
DRAINS/CARRIERS	*	7,233		\$ 7,233	69	215.98 \$	21.70	49	195.28 \$	7,088	\$ 708.79	-	853.43	98.00%	100.00%
AG STORM PIPING	55	18,478	37	\$ 18,476	69	554.28 \$	55.43	67	498.85 \$	-	\$ 1,810.85	-	2 180 47	- DO 00	100.004
A/G DOMESTIC WATER	40	78,331		\$ 78,331	-	2,379.93 \$	237.88	**	+-		1		9 'W1 ng	DO 000	100.00%
A/G GAS PIPTING	89-	31,071		\$ 31,071		832.13 \$	93.21	69				69	5 064 57	8000	400 00%
TUBS & HOCKUPS		37,040		8 37,040	8 0	1,852.00 \$	185.20	39'1	-	-	\$ 3.518.80 \$	45	6.370.80	85 00%	100.00%
PLUMBING FUCTURES	*	55,613		\$ 65,513	89	97	1	en.	97	11,103	1,110.28	s	46,520,66	20.00%	50.00%
PLUMBING EQUIPMENT	50	15,975	-7	\$ 15,975	5 3	3,195,00 \$	319.50	67	2,875.50 \$	+	\$ 799.75	+	8.788.26	50.00%	50.00%
CONDENSATE PIPING	**	5,584		\$ 5,584	45	1	٠	67	979	5,472	\$ 547.23	-	858.91	28 00%	400.00%
PLUMBING TESTING		8,568	1	\$ 9,566	8	856.60 \$	86.86	5	770.94 \$	-		19	1827.54	PO 00%	DE OUR
PLUMBING IDENTIFICATION	**	2,112	-	\$ 2,112	69			67				J	2.112.00	0.00%	0.00%
INSULATION - FIRESTOP	67	10,120	37	\$ 97 620	8	1,012.00 \$	101,20	10	910.80 \$	89.568	\$ 8.955.80	+	17.017.80	04.74%	400 00%
ELECTRICAL									-	+		+			200
ELECTRICAL ENGINEERING	979	29,450	99	\$ 29,450	8			679	92	22.097	2,209,88	47	0 582 RR	75 05%	75.000
ELECTRICAL MOBILIZATION	8	32,300		5 15,840	_	1		45	T	15.840	1,584.00	+-	1.684.00	100 00%	400 00%
OFFICE TRAILER/ADMIN 24 Mos.	89	22,800	31	\$ 22,800	*			50	67	+	\$ 124030	+	-	Ed Ann.	F.A. ARMA
PRJT. ENG, CAD, PRJT. ASST.	87	14,250	37			4,000.00	400.00		3,600.00 \$				-	RO 37%	RO 3779C
ELECTRICAL PERMITS	84	12,350	65	12,350	8	-		95	+			_	8.113.00	58.11%	58.11%
SUBMITTALS	10	1,900	47	\$ 1,900	*	1		•	100	-	\$ 180.00	+	-	100.00%	100 00%
SUPERVISIONIPLANNINGICOOR	19	22,800	-	\$ 22,800 \$	*	1	•	45	97		2	-	-	84.74%	94.74%
LIGHT FIXTURE PACKAGE	8	106,000	57	\$ 105,000	*	45,000.00	4,500.00	\$ 40,50	40,500,00	-	\$ 9,843.60	8	17.407.60	SP2 86%	50.00%
DISTRIBUTION PACKAGE	\$	83,000	**	\$ 83,000	\$	4,000.00 \$	400.00	3,80	3,800.00 \$	79,000	\$ 7,900.00	8	11,900.00	95.18%	95.00%
LOW VOLT SYS FA, CCTV, CA	8	50,000	77	\$ 93,928 \$	8	10,000.00 \$	1,000.00	\$ 9,00	9,000.00	62,744	\$ 6,274.40	_	37,458.40	88.80%	75.00%
LINDERBLAB BRANCH CONDUIT	49	86,000	-	\$ 85,000	89	47		5	en ,	78,500 \$	7,850.00	8	16,150.00	80.00%	100.00%
GARAGE & 1st FLR CONDUIT &		400,000	-7	\$ 400,000	8	-	٠	8	97	380,000	\$ 38,000.00	-	58,000.00	95.00%	100.00%
1st FLR RGH WALLENCEILINGS	••	75,000	67	75,000	40	3,500.00	350.00	\$ 3,15	3,150.00 \$	71,250	\$ 7,125.00	-	10,675.00	95.00%	100.00%
1st FLR DEVICE & FIXTURE TRIM	89	10,000	80	10,000	*		٠	**	97	-		67	10,000.00	0.00%	9,0000
2nd FLR RGH WALLS/CEILINGS		75,000	*		*	3,500,00 \$	350.00	\$ 3,15	3,150.00 \$	71,250 \$	7,125,00	87	10,675.00	95.00%	100.001
2nd FLR DEVICE & FUCTURE TRIM		10,000	-	\$ 10,000	8	•	•	97	••			\$	10,000.00	0,00%	0.00%
3rd FLR RGH WALL SICELLINGS	60	75,000	**		*		1	**	92	67,750 \$	6,775.00	49	14,025,00	90.33%	100,001
3rd FLR DEVICE & FUCTURE TRIM	47	10,000			50	•5		45			10	97	10,000,00	0.00%	9,0000
4th FLR RGH WALLS/CEILINGS	67	75,000	60		45	•9	•	45	•	67,750	\$ 6,775,00	85	14,025,00	90.33%	100.00%
ACT PEVICE & FIXTURE TRIM	so.	10,000	80		-	-		-	\rightarrow		ì	95	10,000,00	0.00%	0.00%
APCO CONTRACTOR FEE	90	_		- 1	60	-		∞	-	616,830 \$	- 1		320,067,58	70.44%	70.44%
SUBTOTAL BUILDING 9	5	13,142,910 \$	1	13,246,954	99	1,226,999,54	122,899.95	\$ 1,104,299.59	8.59	9,772,085 \$	977,208.48	93	4,452,077.16	73.77%	74.12%
GRADING CHANGE ORDERS									+					Ì	
GRADING CD 00001	61	-	59.308 \$	59.308	95					63 377 6	70 BBB C		8 600 cm	On Onto	200 000
GRADING CO 00002	019		-		_	T		61	97		Ì	+-	÷	400 nok	THE DOM
GRADING CO 00003	65			88				10	100	70,671 \$	3,5		-	80.00%	80.00%
GRADING CO 00004	161		463 \$	463	55	1		87	97	453 \$		40	-	100.00%	100.00%
GRADING CO D0005.1	sn.	s/h	384,330 \$	394,330	10	1		**	97	307,578 \$	15,378.88	67	102,131,61	78.00%	78,00%
BUBTOTAL GRADING CHANGE ORDERS	89		542,877 \$	542,877				87	en :	432,626 \$	21,828,28	673	131,977,45	79.67%	90.00%
THE PARTY OF THE CONTROL					1				+				1		
BUILDING CO MON! 1			9 736 24	13628						9 8000	4 200 80		26.636.0	And page	400 000
BALE CANG CO COCO?							T			+			4	erun,ucra	20000
BUILDING CD 00005	4	t	27.877 S				†		, ,						0.0078
BUILDING CO 00006	61	T				+	t		†				+	MONOR	1900
BUILDING CO 00007.1	-1					T	$^{+}$		†				Ī	MANCH	7000
BUILDING CO 00008	41	T		1	07	T	†		•				Ť	#DIVID!	0.000
BUILDING CO 00010.1					69		,		t	1		87	t	+GEVN/CE	0.00%
BUILDING CO 00011	10	1	736,652 \$		87	,	1	55	1			63		#DIVID#	0.00%
BUILDING CO 00012.3	49		315,611 \$		8	11,487.83 \$	1,148.78	\$ 10,339.05	9.05 \$	17,232 \$	1,723.18	**	7,487.10	75.00%	75.00%
BLM DING CO 00013.3	64	49	362,978 \$	328,275	**	49,241.28 \$	4.924.13	\$ 44,317.15	7.15 \$	131.310 \$	13,131,01	64	210 008 11	An onk	40.000

8 1 8 1 8 9	BUILDING CO 00014		40	10,984	99-	69	•	67	,		W.	Ī.			- Inches	1
8 9 17,757 9 <td>BULDING CO 00015</td> <td>67</td> <td></td> <td></td> <td>40</td> <td>49</td> <td>٠</td> <td>85</td> <td></td> <td></td> <td>4</td> <td>1</td> <td></td> <td></td> <td>#CIVAL</td> <td>0.00</td>	BULDING CO 00015	67			40	49	٠	85			4	1			#CIVAL	0.00
S	BUILDING CO 00016	45				и									#CAVA	0.00%
8 1 9 1 8 1 9 1 8 1 9 1 9 1 9 1 9 1 8 1 9 1 8 1 9 1 8 1 9 1 8 1 9 1 9 1 9 1 9 1 9 1 9 1 9 1 9 1 9 1 9 1 9 1 9 1 9 1 9 1 9	BAUI DING CO 00018		+								•			•	#CIVIO	0.00%
1	Oth Caron Co agent		1	ľ		1	•				2	,		• • • • • • • • • • • • • • • • • • • •	#CAVIO	0.00%
8 - 8 - 8 - 8 - 8 - 8 - 8 - 8 - 8 - 8 - 8 - 8 - 9 - 8 - 9 - 9 - 8 - 1,209.30 8	ממודישות כם ממודים	2		"		19	•	2	•		69			59	#DIVIOR	0.00%
8 5 70,500 8 12,093 8 9 9 12,093 8 12,093	BUILDING CO 00021		-		•	87	3	63			42			67	INVAIN	0.000
8 73,306 8 8 8 9 <td>BUILDING CO 00023 rev to 85</td> <td></td> <td>979</td> <td></td> <td>•</td> <td>8</td> <td></td> <td>U)</td> <td></td> <td></td> <td></td> <td>2.093</td> <td>1 20930</td> <td>\$ 12002</td> <td>+</td> <td>-</td>	BUILDING CO 00023 rev to 85		979		•	8		U)				2.093	1 20930	\$ 12002	+	-
8 1 8 1 8 9	BUILDING CO 00025	40	97			69		47				1.		woman's	+	20000
\$ \$	BUILDING CO 60028	09			•	69		85		1	M	T.			ACANON A	arana a
6 9 44.99 8 6 8 9 9 9 777.567 9	BUILDING CO 00027	45		ľ	10	49		и	+			1			W AND A	6.00.0
5	BUILDING CO 00028				67	61		61							BOWG!	5
S	Still DING CO 00029.2		1						T			_			+	0.00%
2	THE DAYS AND		+		,	2				•				\$ 20,773.6	=	80.00%
S	MI HAMP OF COMME	•	+		17	0	•	97		-					-	80.00%
\$ - 5 42,545 5 64,863 5 5 6,241 5 1,624,08 5 5,0246,08 5 - 5 1,600 5 5,644 5 7,864 5 7,864 5 7,864 6 7,864 6 7,864	BUILDING CO WW33.3	,	7		17	20	1	97	,	,		929	1,352.51	\$ 41,927.8	_	25.00%
S S - S - F1,800 S -	BUILDING CO 0003A.1	•>	2		67	8	4	6/1	t t			\vdash		97	-	25,00%
5	BUILDING CO 00038.1	5	20			55		617	,			\vdash		**	_	80.00%
S	BUILDING CO 00037.1	47	**			8		67				600	1,800,90	1.800.9	_	400 00%
\$ \$ 16,58 \$ 16,581 \$ \$ \$ \$ \$ \$ \$ \$ \$	BLILDING CO 00038.1	49	2			10		67		,		-		\$ 21,921.3		0.00%
\$ - 5 - 5 - 5 - 5 - 4,161 5 2,4160 5 2,4160 5 2,4160 5 2,4160 5 2,4160 5 2,4160 5 2,4150 5 2,4150 5 2,4150 5 2,4150 5 2,4150 5 2,4150 5 2,4150 5 2,4150 5 2,4150 5 2,4150 5 2,4150 5 2,4150 5 2,4150 5 2,4150 6 2,4150 6 2,4150 6 2,4150 6 2,4150 6 2,4150 6 2,4150 6 2,4150 6 2,4150 6 2,4150 6 2,4150 6 7,5150 6 7,5150 7,5150 7 8 7,5150 7 8 7,5150 7 8 7,5150 7 8 7,5150 8 7,5150 8 7,5150 8 7,5150 8 7,5150	BULDING CO 00039.1	97	*		87			52	,		50	,			_	0.00%
\$ \$ 190,594 \$ 99.740 \$ \$	BUILDING CO 00042.1	59-	8		93	8		47		1		-			_	25.00%
\$ - \$ 60,834 \$ 60,834 \$ 15,223.6 \$ 15,23.6 \$ 13,701.20 \$ 15,22.3 \$ 1,522.3 \$	BLILDING CO 00043.2	*	80		\$ 99,74(8	•	67	,			936	2,483,50	\$ 77,288.0	_	26.00%
S	BUILDING CO 00047	69	*	60,884	\$ 60,894	2	15,223.56		,622,36 \$	13,701.20		ļ		\$ 47.183.0		25.00%
\$ \$. 20.539 \$. \$. \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$. \$	BUILDING CO 00849	57	87	16,882	\$ 18,663	2		10			97	,		\$ 18,682.0		2,000
S -	BUILDING CO 00050	97	**	26,538	\$ 26,530	2		40	1	•	65	,			-	0.00%
(日報) お ・・			-	19,741		8		157		•	*			\$ 19,740.5		0.00%
			T	3			76,952.67	5 7	-						-	38.82%
1. 100,2018年1600月10日末年18,874日1200 8 7,008,319 8 65,378 8 65,378,937 8 65,388,937 8 65,378,937 8 65,388,937 8			-													
	BROAKD TOTAL OF COSTS) '959 92' 'S	100	14,8,18,674	\$ 80,601,28	\$	7,008,319			6,307,487		937	5,282,138	\$ 30,414,4E	88.78%	88.53%

items highlighted in this shade are soft costs shown for reference only and are not used in calculating overall percentage complete (only hard costs used for calculating overall percentage complete). Percentages observed for these line items will match draw request percentages.

Document			ts Detail		
	Gemetone Develop ManhattanWest C			4	
	Seneral Contractor	Cost Detail-APCO			
plant of the plant	BUDGET	ALLY Involces	EVENTORIA	S OTT	- Territoria
General Conditions GENERAL CONDITIONS 1000 APCO Contractor Fee 1310 General Conditions 1330 Submittals 1500 Mobilization	\$ 4,996,085.00 \$ 7,095.00 \$ 4,500.00 \$ 50,000.00		\$ 3,225,61 \$ 5,45 \$ 3,87	L53 76.85% L07 86.05%	\$ 1,642.4 \$ 627.5
1780 Closeout Documents	\$ 4,000.00		\$ 47,50	- 0.00%	\$ 4,000.0
TOTAL BUDGET AMOUNT	\$ 6,051,881.00	\$ 432,257.20	3 3,282,43	L85 6483%	\$ 1,779,242.1
Site Improvements				To a second	
2000 STEWORK 2200 Site Prep & Hass Excavation 2200 Mass Excavation 2510 Site Water 2530 Site Sanitary Sewer 2530 Site Sanitary Sewer 2580 Site electric 2600 Storm Sewer 2740 Apphalitic concrete Parving 2750 Concrete Parving	\$ 2,754,700.00 \$ 647,600.00 \$ 615,000.00 \$ 511,000 00 \$ 512,350.00	\$ 8,500.00	\$ 2,914,650 \$ 476,770 \$ 590,400 \$ 500,780 \$ 43,920	- #DIV/01 1.00 73.69% 1.00 96.00% - #DIV/01 1.00 98.00% 7.50 8.57% - #DIV/01	\$ -170,230.0 \$ 24,600.0 \$ 10,220.0 \$ 468,422.5
2770 Curbs and Guttiers 2775 Sidewalks 2780 Unit Pavers 2800 Irrigation System 2820 Fencing 2870 Site furnishings	\$ 190,020.00 \$ 230,000.00 \$ 221,844.00 \$ - \$ 100,000.00		\$ \$ \$ \$	- 0.00% - 0.00% - 0.00% #DIV/0! - #DIV/0! 0.00%	\$ 230,000.0 \$ 221,844.0 \$ - \$ 100,000.0
2900 Landscaping YOYAL BUDGEY AMOUNY	\$ 345,000.00 \$ 6,128,914.00	6 5,300.00	\$ 4,520,527	- 0.00% 50 73.66%	
	9 0,220,924.00	8,300.00	4,528,527	30 /3.55%	\$ 1,600,386.54
Clubhouse/Pool/Pool House/ Guard House					
18000 Pools	\$ 460,000.00		*	0.00%	\$ 450,000.0
TOTAL BUDGET AMOUNT	\$ 460,000.00	•		0.0044	\$ 460,500.0
raming Contract				1.	
6100 Rough Framing	\$ 3,610,000.00		\$ 3,609,998	100.00%	\$ 3.0
TOTAL BUDGET AMOUNT	4 2,610,000.00	6 -	\$ 3,609,996	98 100,00%	9 3.0
Condo Construction					
000 CONCRETE 3300 Cast in Place Concrete 3450 Precast Concrete 000 MABONRY 4100 CHU	\$ 9,277,108.00 \$ 1,000,000.00	\$ 54,116.00 \$ 258,250.00	\$ 6,979,940 \$ \$16,500	.00 51.65%	\$ 483,500.0
270	\$ 1,531,600.00		\$ 583,509	.00 38.09%	\$ 948,291.0
500 BETALS 5100 Structural Steel 5500 Miscellaneous Metals (Ind)	\$ 13,656,981.50 \$	\$ 968,592.13	\$ 13,072,063	.21 95.72% #DIV/01	\$ 584,918.2
000 CARPENTRY 6200 Milwork 6400 Architectural Woodwork	\$ 1,900,000.00	\$ 597,870.47	\$ 647,068	.72 34.06% #DTV/01	\$ 1,252,931.2 \$
THERMAL / MOISTURE PROTECTION 7.100 Waterproofing 7.201 Insulation 7.240 EPIS/Stucco 7.530 EPIDH Roofing 60 mil 7.650 Rashing 7.720 Roof Hatches w/ladder 7.810 Sprayed on Preproofing 7.900 Caulifing and Sealands	\$ 557,293.00 \$ 359,840.00 \$ 1,455,600.00 \$ - \$ 876,596.00 \$ 260,000.00	\$ 71,790.00	\$ 440,713 \$ 156,060 \$ 580,807 \$ \$ 736,599 \$ 240,840	.00 43.37% .80 39.90% #DIV/01 #DIV/04 28 84.03% .00 92.63%	\$ 874,792.2 \$ \$ 139,996.7 \$ 19,160.0
7500 bioOrda Williams 8100 IM doors and Frames 8200 Wood Doors and Frames 8200 Wood Doors and Frames 8310 Access Panels 8360 Overhead Doors 8400 Starefron: 8500 Vinji Windows	\$ - \$ - \$ 183,000.00 \$ 1,052,375.00	\$ 54,450.00	\$ \$ \$ \$ 127,115 \$ 992,844	#DIV/01 #DIV/01 #DIV/01	\$ 55,885,0

110											
5.5	A STATE OF THE STATE OF		BUDGET	6.	CONST.DRAW	1		0.00	5 OF		l management
CONTRACTOR OF STREET	1/4 Fig DESCRIPTION	L	DUUGEI	4.4	JULY Involves		1	EDDENGES S	BURGET		100
	Door Hardware Glass and clazing	ľ	5,100,000.00		807,500.00	У	3 3	952,500.00	#DIV/01		4,147,500.00
		ľ	2)200,000,000	1	007,500.00	1	ľ	334,300.00	10.007	٦,	4,147,500.00
	FNASHES Granite	١.	332,000,00	l.	2,755.00	V	١.	45 545 00		I.	10
9200	LGMF and Drywall	1:	4,332,100.50		648, 107.50		\$	16,545.00 2,547,857.50		45	315,455.00 1,784,243.00
9250	GWB w/light guage metal framing	1 \$		1	0.00	1	1	4217127130	#DIV/OI		2,704,243.00
9300	Ceramic Tile	13	-	ı		ı	\$	-	#DIV/OI	1 5	-
	Flooring	I:	1,650,000,00	l		1	\$	-	#DIV/01 0.00%	1:	1,650,000.00
	Carpet	Įš.		1			5	-	#DIV/01		1,450,000.00
9720	Wallcovering @22.00 sy. Painting	ŀ				ı	\$	-	#DIV/OI	\$	
		15	1,111,236.00			1	1	:	0.00%	\$	1,111,236.00
10150	SPECIAL TIES Tollet Partitions	L				П			l	L	
	Interior Signage	I.		1		1	\$		#DIV/OI	1	
10520	Fire extinguishers and Cabinets	\$		1		1	\$	-	#DIV/DI	١í	:
	Mail Boxes Bathroom Accessories	\$	•	ı		1	\$		#DIV/01	\$	-
		ľ	•			ı	\$	-	#DIV/01	\$	
	EQUIPMENT APPLIANCES	I.	227 000 00			П	١.			L	
11000	NTUNIUS	ľ	336,000,00				\$	-	0.00%	\$	336,000.00
	CONVEYING SYSTEMS	ı				1				1	
14200	HYDRAULIC ELEVATORS	\$	1,729,979.00	\$	267,287.00	ν	\$	1,119,871.32	64.73%	\$	610,107.60
5000	MECHANICAL					L	ļ		1		9.5
150001	FIRE PROTECTION	\$	-			V	\$		#DIV/01	1	
15010	PLUMBING	1	8,272,200.00	1	711,159.77	V	\$	5,372,550.83	64.95%	Į÷.	2,899,649.17
13050	N. V. Pholos	ľ	2,395,100.00	1	396,769.16	1	\$	1,324,684.04	55.32%	18	1,070,215.96
	ELECTRICAL	ı		1		L					
16000 E	ELECTRICAL	1	6,310,356,00	1	580,822.00	V	\$	4,745,557.00	75.20%	\$	1,564,799.00
1	TOTAL BUDGET AMOUNT	5	83,679,568.00	-	8,491,609,13	l.	8	47 4/7 000 00		بــ	
	The state of the s	۲	00/418/400700	÷	0,491,009,13		•	43,153,826.20	67.77%	•	20,525,738.60
SUBTO	TAL OF GENERAL CONTRACTOR COSTS	3	78,938,180.00	3	6,932,385,39		8	84,572,789.53	0.004	8	24,363,370.47
Init He	grade Expenses	F									
	The second secon	├-		-						_	
18000 E	Building CO 00029 Electrical Options BS Building CO 00032 Electrical Options B9	1:	45,150.18 43,803.27				\$	27,096.10	60.00%		18,064.06
1501D E	Suiding CO 00033 Plumbing Options B9	l:	54,100,48			Н	\$	25,281.96 13,525,12	60.00%	ľ	17,521.31 40,575.37
18010 B	Juliding CO 00034 Plumbing Options Bill	s	64,963,36			П	\$	15,240.84	25.00%		48,722.57
\$100 E	tuliding CO 00037 BS & BS Option Changes tuliding CO 00038.1 Cable Hand Rait Opt BS & BS	1	18,009.00	1			\$	18,009.00	100.00%	\$	
	building CO 00038.1 Building & & 9 Fireplaces	l:	21,821,30				\$	-	0.00%	1	21,921.30
18000 B	Julidian CO 00067 Rulldian & & & I am Valtage	\$	60,894,23	ŝ	15,223,55	Y I	\$	15,223.56	25.00%		16,580.70 45,570.67
6200 B	luliding CO 90049 Building 8 & 9 Closet O/gentzers	\$	18,682,09	1		П	\$		0.00%	\$	18,662.09
15000 E	kuliding CO 00060 Sulliding 8 & 9 Electrical Upgrades kuliding CO 00062 Sulliding 6 & 9 Shower Doors & Mirrors	1	26,536,38 19,740.58	l .		П	\$	-	0.00%	1	26,536.38
lane P	warming and except presenting of a stichlet Cools of stitlets	l,	13,740.88			Н	ş	•	0.00%	\$	19,740.58
		ı		1		Ш					
	OTAL BUDGET ANOUNT	,	205 274 60	li.	40.000.00		_				
		ľ		8	15,223.56		8	118,374,68	#DIV/DI	5	273,994.98
	OTAL GC COSTS HICLUDING UPGRADES	8	79,329,631,66	8	6,947,539,98		1	54,689,166,11	0.00%	\$	24,839,385.45
	ed Change Orders (Approved AIA 702)	_		-						ᆫ	
	rading CO 00001 - Blookle Chem Feed & Stor Tank	8	\$1,308,20				\$	53,377.40		8	5,930.80
	irsding CO 00002 - Fire Hydrani Permits irsding CO 00003 - Revisions Utility Sheets 11/14/07	8	448,78 64,338,72					445.78		8	•
2200 G	reding CO 90004 - Encroachment Pennit	8	452.81				*	70,670.98 452.81	10	\$	17,667.74
2630 G	rading CO 90005 - WRG Plans 11-01-07	8	294,330,13			П	ě	307,577.50	1 3		86,752.63
	ulkling CO 00001 Additional Fireproofing B7 ulkling CO 00012 HVAC Thru Delta 5 B8	8	13,628,00			/	\$	13,628.00		\$	
	uilding CO 00013.1 HVAC Thru Deita 5 Ba	8	22,976,67 329,276,17	1	11,487.83 49,241.28	71	:	17,231,75 131,310,07		\$	5,743.92
	ulkling CO 00023 Masonry Delta \$ 88/9	s	12,683.00	l*	45,242.100	П	š	12,093.00		5	196,965.10
	ullding CO 00038 Electrical C2 Split Blars	8	56,444.00			П	à i	33,866.40		8	22,577.60
16000 B	ulkling CO 98942 Electrical Changes Delta 3 ulkling CO 98943 Electrical Changes Delta 6	3	86,723.00			1	\$	24,180.75		\$	72,542.25
		,	95,740.00			-	Ŧ	24,935.00			74,805.00
						1				8	
_	DTAL BUDGET AN OUNT	8	1,172,755,48	8	60,729.11	1	8	889,770,44	#DIV70I	8	482,986,04
TI	500000										
	TOTAL OF GENERAL CONTRACTOR COSTS	-	80.601.287.04	8	7,008 319 00	1		65 171 516 54	de veri		88 499 980 45
RAND 1	TOTAL OF GENERAL CONTRACTOR COSTS	3	80,801,287,04	8	7,008,319.06		8	65,376,506.86	64,79%	3	25,122,350.49
RAND 1	TOTAL OF GENERAL CONTRACTOR COSTS DYAL RETENTION	\$	80,801,287,04	\$	7,009,319.60 (700,831.91)	ı	1	63,378,906.88 (9,292,137.30)	68,79% 60,0701		25,122,350.49 6,292,137.39
GRAND T	DYAL RETENTION		80,801,287,04 80,501,287,04	1							



October 20, 2008

Scott Financial Corporation 15010 Sundown Drive Bismarck, ND 58503 Attn: Brad J. Scott

RE: DRAW REQUEST ON THE FOLLOWING PROJECT:

**MANHATTANWEST CONDOS PHASE I NCS PROJECT# 07-10-11Y-JO Senior Construction Draw #10

 Gross
 \$4,991,752.48

 Retention
 \$470,719.24

 Net
 \$4,521,033.24

Less funds returned to SFC that were not disbursed by NCS (Please see attached document and detail on document C)

\$1,375,440.75

**Please request additional funding of \$3,145,592.49

**Please note: NCS will need the full net amount of \$4,521,033.24 sent by wire to fund the current draw request.

Please find enclosed the most recent draw request and inspection report for your review. In addition, any pending reallocations are attached for your review. NCS accepts that these reallocations are approved when this draw is funded.

The amount of the draw has been approved for payment as the work completed meets or exceeds the amount requested.

Please make note of the available construction loan balances and notify us immediately of any discrepancies.

If you have any questions, please do not hesitate to give our office a call.

Sincerely,

Jennifer Olivares Dishursement Agent

2500 N. Buffalo, Suite 140 • Las Vegas, NV 69128 Office (702) 251-1150 • Fax (702) 251-5918

160 Country Estates Circle, Suite 3 • Reno, NV 89511 Office (775) 324-7733 • Fex (775) 324-5212

00372

ManhattanWest

Apco June Payment

Reason		Amount
Reimbursement for Containment Solutions/Las Vegas Pipeline	.\$	15.000.00
Reimbursement for Enco Southwest/Las Vegas Pipeline	\$	29,923.00
Apco self-performed work	\$	45,124.65
Apco Contractor Fees	\$	330,187.81
Advance to Accuracy Glass from Apco Contractor Fees	\$	(90,000.00)
Total remaining to disburse to Apco for June	\$	330,235.46
Apco July Payment	T.	
Reason		Amount
Reimbursement for Accuracy advance in June	\$	90,000.00
Apco self-performed work	\$	38,308.05
Apco Contractor Fees	\$	371,716.05
Payment to WRG from Apco Contractor Fees	\$	(11,396.00)
Total remaining to disburse to Apco for July	\$	488,628.10
Other funds remaining	1	
		Amount
June Jeff Heit - check on hold per Owner	\$	306,461,20
July Jeff Heit - check on hold per Owner	\$	224,091.99
July Jeff Heit/Apco reimbursement - check on hold per Owner	\$	26,024.00
Total funds on hold	\$	556,577.19
TOTAL FUNDS WIRED BACK TO SFC	\$	1,375,440.75



October 8, 2008

Scott Financial Corporation 15010 Sundown Drive Bismarck, ND 58503 Attn: Brad J. Scott

RE: DRAW REQUEST ON THE FOLLOWING PROJECT:

**MANHATTANWEST CONDOS PHASE I NCS PROJECT# 07-10-11Y-JO Senior Construction Draw #10
 Gross
 \$4,991,752.48

 Retention
 \$470,719.24

 Net
 \$4,521,033.24

>>>>>>Please fund \$4,521,033.24

Please find enclosed the most recent draw request and inspection report for your review. In addition, any pending reallocations are attached for your review. NCS accepts that these reallocations are approved when this draw is funded.

The amount of the draw has been approved for payment as the work completed meets or exceeds the amount requested.

Please make note of the available construction loan balances and notify us immediately of any discrepancies.

If you have any questions, please do not hesitate to give our office a call.

Sincerely,

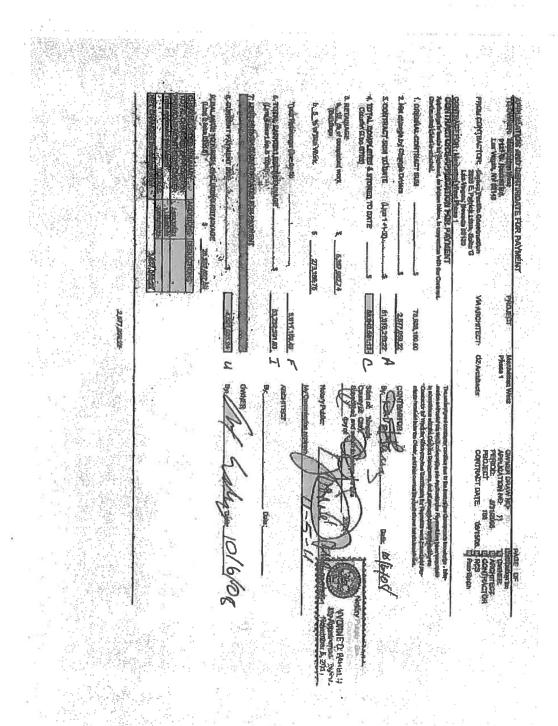
Jennifer Olivares
Disbursement Agent

2500 N. Buffalo, Suite 140 • Las Vegas, NV 89128 Office (702) 251-1150 • Fax (702) 251-5918 160 Country Estates Circle, Suite 3 • Reno, NV 89511 Office (775) 324-7733 • Fax (775) 324-5212

00378

2877 (150-22

	Total Redutors (typics.): 5. TOTAL SARVEY LESS (TEXTINGS) 5. TUTAL SARVEY LESS (TEXTINGS) 5. TUTAL SARVEY LESS (TEXTINGS) 5. TUTAL SARVEY LESS (TEXTINGS) 6. TUTAL SARVEY LESS (TEXTINGS) 6. TUTAL SARVEY LESS (TEXTINGS) 7. LESS PRESIDANT CONTROL SES FOR ENVIRONMENT 7. LESS PRESIDANT CONTROL SES FOR E	Tritizyapanase. 10- Mari kumapabal work (9 5,337,96274) (Padalapad) b_5_Marisab Work (9 273,198575)	2. Not company Change Others	CONTRACTORS, APPLICATION, FOR PAYMENT Applications and responding to a state black, is producted with the Constant Citizenstic Special science. 1. ORBERIAL CONTRACT SUBJ.	FROM CONTRACTOR! Organize Pointille Connectoration 2005.E. Project. Line, Squa-G Esse Vegas, Wentle 807.20 ECONTRACT FOR a Manufaction West Planame?	APPLICATION AND CERTIFICATE FOR PAYMENT TO COVINER: Manufactur (Med. 971 W. Excasal Rd. 9
	5,511,1661.49 53,2922901.63	i. i.	.2,617,05022 81,915,21822 58,043,58112	76,938,160,00	VIA AVECHITECT: OZ-Architects	PROJECT:
By Charles	or and a	Notary Publica Notary Damentesian assisse		The understagement contests are called an area to be described and the described and the described area for consistency for Weld for contests (s) (s) (s) (s) (s) (s) (s) (s) (s) (s	OZ-Arebijaseks	Nephaten West Phase 1
La Mayon	SACTION THE FIRM			The understand continues considers that is and used of the Contract's browlette, into must assess and office of with contracting the supplication for further than complete, in conditionment the Contract Procureous field afternous field afternous that the place sould be the Consecuted for Which for which to retard of officers the forestry were sould not going rough highering place from the Order, and the description representations name in any day and the highering place from the Order, and the describes propriets the contract as an activities.	TATE	OWNER CHAW NO: 10 APPLICATION NO: 11 PERIOD: BENIZOOR
10/6/10g	Dam 10/7/06		Thor	s hypouriest o , indigr or couped over part. In couped over party or in across she or in across she	08/15/08. [] Puta Smith	PAGE 1.0F2 Dishbuton in: C OWNER C OWNER
, E	1	Cong area (VORNED) Falge to Mappeople & 201.				
			* ***			



Column C	CONTINUATION SHEET	CATONIATION SHEET			Boltona e	Boreas of Voter Press 1 Methods Was	Party Hard				Owner Lean Na.:
Color Colo		remarks one stated to the nament dater.									Parket Street
OAL CORRESPINITO OF WINNER CHULLED PROVINCES CH	A.		c	CO March	CUDA	Micilon	039010-0	÷			
22		DESCRIPTION OF WORK	STIM STIME	PROM PREMOUS	THE	The State	THOLD	CONTRACT COLORADO	PENCENTROS	NAME:	MUNICH CHARGOL
2022	and the same		1				CONTRACTO				
2022 Best Notember Principal Princ			49,000,00	1	-			45,000,00	- COM		1
1200		the Properties and Admit December	2,898,030,80)		district 2	NOON.		
1202 Balt Reference 1202			017,000,00	69 000,000	Sarota Maria	CW .		497,379,09	77.00	148,434.00	FA,897,594
1232		May Bear Street	BECOME NA	60s,70s.mg				\$10,770,00	1000	70.ZZ10.00	
Total Control Contro	-	400 61 61 61 61 61 61 61 61 61 61 61 61 61	970,630,030	Cornel and	Charles and	(2)	er same	290,200,00	41%	MA JEED AN	(17,019,00)
	1		NAME OF TAXABLE PARTY O	The same			[Col'tes_C'USts	1000		
2712	CASE PARTY									2	t
2710			Service Co.					00,800,863	4110	17.75e.co	CONSCRIPT.
Total		Course Code & Coder Property	77	ŀ					2	77,0ma.00	
The control of the	-6		The same of				ŀ	ŀ	3	00 600 00	
Time Interview Private Company Compa		Call and Calle Plans	100000	The state of the s				00,1750	1978	GIRBOTA	,
The control former Desired Control Con		Carried Lawrence College	279,000,000						2	STATE OF THE PARTY	
Part Part Industrial Part Industrial			221,044,00						99	COLANGITES	
RECORD Control State Con	14 2279	Chair by the Propert Chaire (100,000,00)			3	DOTUME BOLL	
Recommendation	10 Section		44,000,00		Cortisoni2	5)		COMMUNE	77	CO16601Ch	dare5972
RECORD Control March Con	1000	1	6,200,00						9	Nonel B	
Excellable	17	188			ŀ				2		
1800		Carried Park Francisco, CATA Park Associate	200000					Commercial Control		arroart.	00.00
1972 Control September 1972 1		Shorted Propins	2,600,00		· ·			-	252		Sormal Sormal
Proc.		Owney Reference	90,00	400.00				00.00	1	-	
Process Proc	Ц		4,800,00						2	Marcary	
Process Proc	1800	Parent Landscape Upvilley	167,500,60	٠					97	68-C01/284	
Communication Communicatio	1	Swite Carried Units	48,000,80		,		q		100	44,000,00	
Processing Name Processing	L	Currich Descript Lightleys	0,000,00	Ŀ	Ŀ		(1.0		2	ecretal's	
Control Cont	20 100	Pursing Parting Let Pair Upday	32,668.60						9%	22,000.50	
Processing from Lamburg Processing Pro	100	Carbodity Fey	148,003,00	Drong	ON THEFT.	E		17,19041	16.81	44162751	1,201,70
Project Proj				To be a second	10 - 0 - 0 - 0 - 0 - 0 - 0 - 0 - 0 - 0 -		7		7		1
The control of the	1		- Parling Street						1	Breath.	
2016 Control State Contr	1	Land Control of the C	Car Count direct	77,194,177				Whated	7	Of Marke	
200 Christia State (Spins 200	100	Total State	982200	M4 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	-			505,252,50	1		
200 Chemic From self-from Lone (Ref.) 200,000.00 Chemic From self-from Lone (Ref.) 200,000.00 Chemic From self-from Lone (Ref.) 200,000.00 Chemic From self-from Lone (Chemic From self-from s		Contract of the last of the la	OFFICE SHE	240,000,00				THE PROPERTY.	POPIL		
200 Committed Committe			The second	Table Annual Printers	-			THE PERSON NAMED IN	Nega	Ŀ	
2012 Control Contr	1	County And Self-Self-Self-Self-Self-Self-Self-Self-	and country	BATTER CO.				Columbian	1000		
Annual Control Contr	+	Constitution of the last beautiful to the la	To the last	ERCENGE.				Sarous's	100	Ŀ	
201 Dermit Burn self Dermit Chris St. Dermit	100	Committe Plant and Player, Blad on Grown	Saven O'REA	Caromital				Dallage lect.	1		
2001 100		Charges Persy and Physics 1004 Dates	405,000.00	Continuo COLO	Ŀ	Ŀ	ŀ	Target	1		
2007.00 2007	-	STEPHEN AND PROPERTY OF THE PERSON NAMED AND POST OF THE PERSON NAMED AND	STREET, STREET	Constitution				Bo day date	1		
2880 Commands Form and Finding Market Cham. CRUMINGS CRUMI	2003	Congrete Company Prince Mild Columns	65,000,00	SCHOOL SE				Name of	adds.		
2440 Annual Control Briefley Science 1,124 Science 1,1	1 6063 16	Countries Parts and Place Many Davis	COLORERS	479,190,50				CTL SPRAM	100	719.85	
Main Primary Company Marrier	2460	Property Constraint Standard Set Player	15,000,00	12,780.09			OF CARCO	12,784.00	10.65	57.00 ES	
100 100		Proceed Congress (Baseling Sand Story	13,603,63	60704725			20.00	COLUMN	819	Charle	-
240 Securit District on Pay (2500) 20700 10700 0	SHIFE	Property Comments (Condenses) Tree (Tree)	Special St.	ACOURTS.			CTD6C3	12.790.00	2016	0.00	
######################################	3400	Princip Charles Charles on Street	Dalland SE	107	ŝ)	4.700.00	D. BACC	2010	Name of	
Total Bilds Werey (A) Color (A)		Photo Division of the Control of the	to'vels'ns	ectode TR	John Co.	6/ .		22,560.00	TO TO	-	mt voc
	41 4100 1	Manager Tales Balas Verweg	COTORE WAS								1

- Control	1 to lank	TANK THEFT					-		-		
44		COLUMN TO SERVICE	9 1	E NO	-	9	10,010,11	466,719.18	ma.c.iv.de.l	H	2
STATE OF THE PERSON	- Participal Control	and and and	127) !			40,000,6	⊢	ā
1	Morrison	200000		27,000,00		0	(annual /	17,000,00	23,000,00	L	á
10000	College.			22 0.00 00		וֹי	E CONTRACTOR OF THE PERSON OF	40,100,13	60,000,00	1900 Octive 3rd Part Repts and This	ŝ
2	2000	2000		22.600.00			Bowlers	17,800,40	Columbia:		18
The second		Annual Park		42 SCH 200		•	60,000	17,800.00	Cortosofical	19539 Chephay McPlert Prestyl and You	22
T TOTAL ST		1300002		200000	-			CONTRACTOR	OCUMPINES.	10000 Electrical Nel Buldwell Oppose US and Deco	8
The state of		Comments of	100	100 000 000				180,000,001	CC/Taler SCC		,
A PORTO		00,000,00		48000			2,500,00	37,580.00	Corcosins	1111	2
9 6/4 6	and and		NO.	X BAR			2,540,00	22,508,89	dersoere	P	2
77 100 1		650000	MAR	CT-898TCS				64,000,00	Gradina	Ì	
1,300,00	20,00	127000	6776	13,050,00			2,480.00	DOTESTIC:	MACOLINO MACOLINO	ħ	
12000			100%	1,200.00				Townson or the	- Control of	4	1
437,30		00/EP/C	1	(Janes)		ŀ		Approximate and a second		1	8
H-150	120 00	2,000,20	N.C.	COME?	ŀ	1			1	┛	3
Service (- Parling	100,000	100	A PRINCIPAL IN			1000	2010.0	NO.COO.S	60000	8
				20 000 00			L COMPA	0.130.00	14 600.00	10000	
			90			· (Disched Mark and Company	-
		Section 2.	240					Ŀ	CONTROL I	1	ŀ
PENE'LE		210,365.66	5	HETPES BLEET	48,404,50	ľ		Lift bet No.	derivatives and		Ī
ICON.	623,90	17,507.20	376	Darrens	BETYEK		Carbot's	Speriolate	Write to	Ī	
	Ŀ	44,500,00	22	Ŀ		-				1	
HZM	ECO.	Harry	4034	and and	ŀ	1			W CALL W	Ī	2
27,174	S. Carrier	07700789	100				an Carp's	10000	8,786.00	Ī	63
	1			2000			23 623 63	2010	TO SECURE	13016 Parenting AG Decreepting Wester	189
AUA	200		2	41 302 70	٠		CLESS	OVSESSIE	44,574.00	13010 Planting Arth Styrey Planty	F
20000		77.235	9	SZ.JOSL.ZS		-		CUBET.	04/22/42	Manufact Commercial Colonials	Į
TIGHT.	270,140	8,462,00	1000	OUTSETTO .		4	2.75 JO 14.3	OF LINES	Broome	i	Ī
709.34		COTTA	24.6	04-C20/,1	L	1		TOTAL ST	1		Ī
3He3		HH	1	3,182,48				the state of		ı	1
3,877,8	Ŀ	- Ormania	1	Co-breton						1	1
17.79%	ŀ	11,444	7	1000				100	MACARE	-	2
1 Thank	1	Total Park		Sept Section 2				100	20 115 12	1000	7
COCT 6	L	Paris .	of the	-				00 top 70	24 600 00	ì	z
104,33		68.00	100	200				10 KH2 II.9	43,000	7	3
								2 441 30	20,000	_	21
		Council of							7,400.00	SACE I MARC DIMENT	3
		1						٠	7.490.00	15000 HMAQ PEO - DO Toping	10
		7							7/99.00	13626	9
44,43.07		100000	2						COCCUPAC	1000	6
		14 644 70	9	CO 000 PM	•	0	0,502.00	0,000,000	279,000,00	100	2
WANT.	1,047,00	7,499,00	7,994	27.47%.m			PROFESSOR	Martino	D 500.00	╀	-
a de la composition della comp	20,00		Mattel	37,419,00		9	Carl letters	31,597.50	100'057'25	1000	a
170			Stront	1,200,00		0		0.000	Owner, 1	Chicke arras	ŀ
		200,00	ON.						dente	1	Ī
×		17571	200	94'165				967198	10,00	13.7	
1		OF THE	1610	200,000				Carto	377,00	1230 Mademan	9
222			Nation 1	2770.00				3,750.00	SCHOOL S		8
E PETE	2710.06	BE-MOTES.	1449	210,547,50	201,874,000	· /@	27,900.000	Cornervens	Serzia/IEK	1000	Į.
		62,000,00	- 694					Ŀ	69,000,00		Į.
		88'8417'056	976					Ŀ	SPORTER .		Ļ
Daves Dr.		5,000,00	1640	ecross one				200,000,000	SECOND CO.	The Property of the Party of th	Ī
7.50		corticories	1661	80'08624	5.65			72,912.00	EN COOL	PAGE CHARACTER CONTRACTOR	8
NAME OF THE PERSON		7,279,00	964.6	303,000,000	,			and a second	TOPICO IL		1
37,570.5	Dr. was P.	98,774,20	W.Z.S	\$172,74TB		10	CO COSTON	Or Cowsell	Be Day Vac	790 89	
15.390.00		31,000 TE	16.00	152,988.40	•)		122,250,40	174,600.60	7100 Wangpaing	8
53,000.0		4,000		200,000	•			Co 12/0 lac.2	00 tops tot	Trap Production	2
1		27 300 00				•			67,280.E0	7729 Produces	3
T. Carlo	25 000	1 1 1 1 m m		24 800 ZI				OUTEEN.	COUNTRY N	Title Country of the	2
O'NOT BEE	100	Carried to	W.Fee	THE CALL	DATE:	3	CA Grance	97/25/61	43,429,00	SCOR POINT Carporaty (Base) of	2
		SOUTH NA	I		2000	T	0.000	2177.2729	2.990,000,00	7 9400 8741	2
								-	NLOGOLD!	8 6419 Greedle Glandonio	8

2	NCHES BETWEEN		L	140 000 14	490,900.00		- E
1,00.001,0	62		ŀ	3(20)	21,761,02	AND LOCATION OF THE PARTY OF TH	
- 9%	۱		ŀ		To the same of	t	Ť
- 1,002,00 1 20%	ſ			Service (100	THE PARTY INC.	
	ſ			der ten fall	Contraction of the Contraction o	THE PARTY NAMED IN COLUMN TWO IS NOT THE OWNER, THE OWN	6
	1			200		NOW Broken Act Transport	
	1			34,530,05	20,707	_	
	1		ŀ	23,412.00	54,50,00	Ì	+
- 7,500 pp.	1			740.0	7,000,00	t	5
				1,102,01	CONTRACT	1	÷
- 100,100,03 - 100,100,03				71,841.50	29,679,00	þ	200
- 02,677,49 (et.772,09				47,477,00	071100	The same	100
				OFTOTAL	David He	600 Planting UC Sentory Philip	167
				40,500,00	48,512,50	18979 Parmitry Compating and Students	100
. 2,041,30 (976)				3,841,30	2,579,00	1010 Planting Fuest)	E
					7,400.00		150
- I - I - I		۰			7,000,00		ģ
					7,480.00	AND INVESTIGATION CONTRACTOR	1
					20,000,00		
					ONTO A PARTIE	•	
- University				Contract of	The state of the s	4	I
	-		The second		-		
	١	0			CO-COLA CE	•	í.
				1 200	12000	MMC	141
		٠			00.000	170 Shadashal Charact Designation	Ē
				14,100	632.13	1310 Lite Contract Cannel Conditions	22
				200,000	337.50	120 Charles Control	i i
- 1,76e.00 107%				2,790,00	Christia	TOTAL PROPERTY AND PROPERTY OF THE PERSON NAMED IN COLUMN NAME	ļ
177,348.00 201,238.02 2016	17.	(B)	Devented ZZ	204, PML52	er tarring	4.	Ļ
					02,000,03	Back Den	
				,	CO SECURE	Plants Comment	╀
Music Company			Personal de	Survey for 11		The state of the s	I
	١		-	Arrest La		1	
CONTRACTOR	bol blich have	1		CANAL PROPERTY.	- Constitution of the last of	1	4
Townson,			Call Bookston		1		
NECESTRAL.	CP44PES	1		10100100	TOWNS CO.	THE RESIDENCE	3
Ť		1		1	2000	đ	
Ī							-
Made actually				Service Services	-		1
ZOWEG DE	CC TRINK		1,111	Princh.	The same of the	-	
Į,	Carbanchink	***	A Company of the Comp	100000	Water Brown	200	
		1				_1	
			1		2000000	4	
20000000					O Wee 181	5	ğ
		namon I/ (a)	TO THE ST	N COLUMN	22 100	4100 Waterly City	9
12,710.00	MISCO			12790.00	CO-temp jac.	2450 Treat County Design As Now	198
	soruer's			12,700.00	COTTON TO	2400 Proper Committee Strategy Safe Prop	113
60'00'72	STARTS			STATES	The same	-	910
1449 05100721 1401	4,3400				District of the last	t	I
Str. Jeggy			Ī.	80.P47.P8	CONTRACTOR OF		
				The second second	1	t	I
Middle Schillering							
		1		I			
- Indiana				I		_1	
Ī				170	10000		ē
Ī				I	and and	2049 Canada figura and Plans Lower Columns	=
			-		SECONO.	3	114
					Carant toda.	1305 Carry to Power Peoples	
WHEN THE PROPERTY AND ADDRESS OF THE PERSON NAMED IN COLUMN TWO PERSON NAMED IN COLUMN TRANSPORT NAMED IN COLUMN TWO PERSON NAMED IN COLUMN TRANSPORT NAMED IN COLUMN TWO PERSON NAMED					artesfore.	THE CHAPPE SURFICE PROPERTY.	100
Ī				1	88,272.00	See Section of Section 1995	9
277.40				METICAL SECTION SECTIO	No. De a vite	THE PROPERTY LINE	9
					99,099,09	2000 Lephosette	ě
							To the

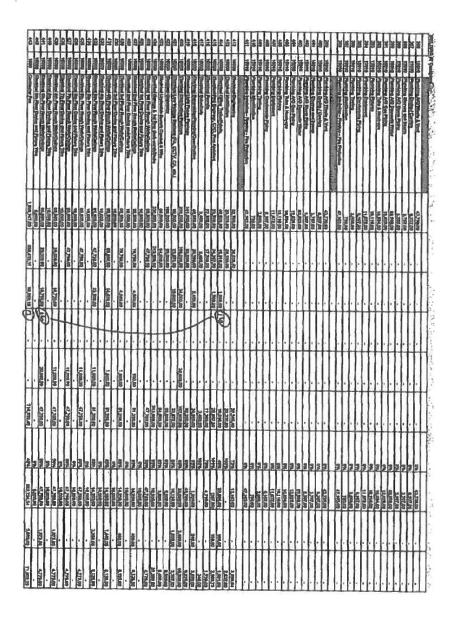
Hack			Parties.	or MCc				TOWNER	Da'tac't	The state of the s		19030	
174.10			WEST.	GENERAL				0071667t	Of sect				277
200.30	COURS	20,000	1991	Brakt		19	1 1 1500	IN IN I	42525	N. M. Oct. Phys. B.	٠.	١.	1
1,045.50	-		Tales.	10,289,04		1		BUCAPTAN	10.493.00			+	1
									-	San		+	T
		1,400.00	879						1/400.00	of Charles Charles and	September 1	170	100
WIG.		10,100	976	22/4.87				2,790.57	Section 2	(Copyed Cary Tony	THE REAL PROPERTY.	6389	i i
L'ALL		10 cm	177	148587.5				1220	(00,000)	spillado .	Mandamier Ods	1330	1
1,760,1			5,00%	(T.SIGLE)		4	٠	17,500,00	17,540,00	and the second s	Manager of the	H	N. Co.
M HOUSE	-	September 1995	5	60° 215 UCT	COLUMN TOWN			322,367,00	567 Jun 100			ш	273
-		112,000,00	3						113,500,00		Date of the special	H	2
		SOUTH BALL	3						ENTERNING.		No. of Lot, Spirit	-	
200	-	A00 000 00	-	-	-	-	-		on contract		Cherry	1000	210
D DES PO	Special Park	Op Will build	90	COTTON LIVE	The same of the same	-	ST. COLOR DE	CONTECTOR	1 ACE 000 000 TO		DAME (MEDICAL)	2000	1
U 996 1800	and the same	No. (807 COS) 20	5	Serupa era u	THE PERSON NAMED IN COLUMN 1	CI. THAN STREET	COLUMN TO	1984,672,25	0.000.000.00		Control and Client	8070	1
8419		SET ALL SE	W.C.	N. 152.74)			84,129,71	SELECTIVE SE		Part of the Part o	7180	100
-	- August	18,400,60	2	-					taristrii.		Part of	27700	
-	250.20	COLUMN TO	100	7,002,00			13 to 100 C		1 04 1007 1.0		I	7270	200
1774		10,700,00	870	122,462,51	The same			E27946723	Service les		13	77887	1
MC5.bt	MICH	404.218.75	1	METAL VIII	M'VEL'TEL C	32,094,00	Addated T	St YOF DEL	60'00'00'00	Output, Company	1	8200	報
Constitution of the last		1461.00	2	The second)				2,491,00	The state of the s	sold distractions (see	9460	202
200	-	SERVICE CO.	97	משמשו	65,000,00			SCHOOL SELVE	CONTRACTOR IN			9440	1
1000	SOUTH	COLUMNICO	9						100,000,000		9	6449	1
7		2000		The same of		9	2 J mms	COMPAND OF	00.000.00		r	4100	=
BOSTE		or not a		The same of	1	1	1	7 mm m	Darwood W.	Pierri Di Instituti	v i	CONCE	1
2,000		Table 1	100	or service Service			-	- CANADA	Table Ball	TO A DOMESTIC OF THE PARTY OF T			I
200		1,5mm,m	1	160 Edg/mg	1			Name of the last	Taxaran .	TREATMENT OF THE PERSON		1	T
No.		urvs.	1	APER S				25,000,00	er volvas	D Print Ell Plant			T
italia italia		1,900,00	1000	60'000'00				00,000,05	00'000'00	- Charles	Control	200	L
2.00		Darker!	3	60'000'00				Date of the Control	00,000,00	The State		- District	1
A LONG		deren.	1	67.03739				45,532,50	46,300,00	Company and Prof.		and:	1
ALCONOM.		ASTANTA	WAREN.	267.777.00				351,777,00	60/LPUK.	and Charle Parts	State Com	2000	
17.00		-	No.	ACCESSION OF	-			CONTRACTOR OF THE PARTY OF THE	STANSANT.	dy Param Strate on Greate	8	2000	
Parket		-	National Property and Property	AND		1	-	division may	April 19 and			1	I
1	-	-	S.Co.	STATE OF THE PARTY				angarages.	The same of	SOUTHWINE	ı	1	I
TO AN			KIRK	to Time No.				ST SAG TOCK	- Parlitera	THE CHIEF STATE ST	And Systems	-	
Tale			1407%	201/27/102				SECTION SECTIO	SOLUTE LAS	THE STATE OF THE S	In Separate S.	940	Į,
62,18		eartist'i	9779	001001112				217,000,00	60 Geo car	No.	STORY OF THE PERSON NAMED IN	976	Ę
		65,000,00	980						98,000,00		Spillsquary Dodg	100	Ę
		100			1/2	17 17 to			Barrier School Street		The second second	100	M
1	i man	No like two	Suc.	400 478.04		9	1 ishings	Childring.	760,413,00		0	100	10
-	1 64750	British St.	1	Acres 6.	-	-	Total State of the last of the	- Contract	GC1057.1	The Page 1	Datato	TO THE PERSON	8
1,000,0	8 64006	Sar South.	ACID.	Series N	1	1	The second	SUPPLIES .	No cope he	den Boor Barris and Pde			4
	E 00'846	15,000,00	19	60,000,04	1		Annual Contraction	Name and Address of the Parket	Total Control	AND DOWN THE PARTY AND THE PAR		100	Ţ
1,000	899,599	ED SHIPPER	40%	M. Garagian	ŀ	1	September 1	a constant	Add Street, Square,	THE CHARLES AND THE COLUMN TWO IS NOT THE CO	THE RESIDENCE OF		I
		42,640,00	1658	60'COSTRC		1	-	262,946,00	STATE OF STREET	# In Section 19 and Days	El Assessed In	1	I
	-	60,600,94	1860	84.000.081		-		400 total	Service Back	Fill Builty of Compress US and China	District Na	1	T
	Berros	COUNTY LE	Section	Bertanyk			6,500,00	ST-MAN	00,000,00	HOUSE Law Waterpo Systems PA DETV, DA, etc.)	D They Applied o	T T	1
WHEN I		2,000,00	1,408	Mercel 22				22,560.00	og tinib ta	Marine Projects	1		L
S TANKS	Contract	Contract of the Party of the Pa	100	00.000.00			- Andrews	91, 914, pp	60.000.00	SCHIPPING PRINCE	F.	1900	
			Street,	tarbar.		1	Ton man	Name of the last	to amount	Charge Aller Andrews Constitution	Chestad Co	1	I
1 07.8		3,423,00	NAS	4,276,00	1	1	1	200			THE REAL PROPERTY.		Ţ
ı	1 IN SEC.	2,441,25	NaZ.	67,873		1	1,200,00	1,513,51	Sprange	THE CONTRACTOR OF STREET	Total Section 1		Ţ
Barcis B	1 02'004	00 sec. 64	Padic	4138.00		000	O defeath	3.134.00	DO COLORADO	COlor Thelest/Aprils	Spirit Designation Chil		T
			16.0)					H		L
•		M. 600.00	27						18,600,00	Particular Control of the Control of	STATE OF THE PARTY	1	L
		2								-	The second	12696	100

Ť		Series Control	1000							Total March Control of the Control o	1
t		1	1 1							MOIO Sel Tele	277
t		- Contraction	1	-				-	20160	Wind Out Constitution	1
f		10 800 01				·			CONTRACTOR	MANG Complement (Associated)	14000
1		Domina	9	DOCUME!	,	-	TACORD IN		10,000,00	Application of the Control of the Co	State 644
1			1001	11,292,68		יי		11,200,00	11,303,00	ADVA DAVA DAMENTO	
٦	700.36	NEW YEAR	7	10,630,63	L		AEL VECTOR'S	OF URST	Cartiforni	Annual Control of the	
۲						ניב ב	1	- The second second second	-		+
t		Der kon's	978		-		ļ				+
t		Serion	270					-	2		1000
t		Der Louis	1		-				No long or		1100
†							•		200120	1	_
Ť		10 300	9	-	•			•	00.00%]1	ŧ	1000
1	NO.		100	11,702.00			CAN DENNY	1,004,50	19,500,000	MANG Sandy Creat	
			1001	11,201,00				11,200,00	00,000,01	MAN CANADA	
F	700,30	2,359,477	707	Carps del		-	Call sector	STIGHT.	04,700,91	Table and delicated and delica	Abres .
H									-	1	1
t		05,100,5	1				-			And the state of t	
t		04,1007	23							ď.	
t		OC MAY						-		Π	
t									100	П	_
1		My mar b 1							100,000	March County and March County County County County	
1			100	11.500.00				11 June 11	11,308,00	MAC Programmes	1000
1			1001	1120000				11,201.00	11,301,00	MAG FAU Manage	198 - 1900
	BP-DIS	1,400,74	10%	12,400LTB			0 JEHN 1	Thought.	14,007,24	П	
										Ì	L
-		2,001,50	970		L	Ŀ			20,000	The state of the s	1000
t		SELLE?	2	1		ŀ			200	FB	+
t	,	20,000							-	38	4
t		Advantage	3		ŀ	ŀ		-	1	DATE DATE OF THE PARTY OF THE P	100
t			-12/2:	1000							1900
t			anno.	2000				11.200	1 100 00		4
1			Thirties of	11.20.00				41,200,000	60T00C11		100
1	19.00	PCDV1	9	RCHC3G1	4	3	59(1) (11.104.3	M(500,00	14,807,50	HMG Pre-Parcy Line Printing	Mega
H											
		3,001,50	140			۰			2,001.50	See	100
-		2,401,59	970	Ŀ	٠				2,691,50	TOWN THE THE PARTY	L
H		2,001,00	,	Ŀ		Ŀ			2,00,00	27004-2004-2004	L
H		CONTROL II	9						Transmit I		٠
t			e./Ala	The second				110000			DEN CON
t	T.		100					00 EXC 11	-	31	4
f	879.11	100000		10000				11,200,00	11,300,00	PRINCIPAL MANAGES	DC0191 1146
7	1	1 200	-	10° mar 20°			2 101 2	10.000.00	100,000	3	MON
1)					1
+		1,000	916	٠		,			2,403,540	STAND CHARLE	19119
H		es'too't	2			-			2,00,000		ŧ
t		2,001,00	1					-	47-10-2	ŦŤ	4
f	Married 1		firmi	America						-	4
+			1000	10000		3	V ment		11 311 (1)		action acc
t				10 200)		4070071	11,200,00	Į,	730 1955
-			9	SPECIAL SILVERS		6		11,200,60	11,232,00	3	204 1 1963
=	219.11	1,400.76	975	17,500,70		10	2,194,13	CONSTRA	14,007,00	В	Ļ
H										THE REAL PROPERTY AND ADDRESS OF THE PERSON NAMED IN	4
H		20,100,5	,		,		ŀ		2001	The state of the s	1000
t		Con Liberty	-							SOUTH THE STATE OF	-1
t		1							0.0 POR C	*	-
1	Total Control	229168	2				~		2,001,100	PANSE BEE CONTINUES	STATE NAME
1	1.00		1001	11.20	,	0	Control 1		10,300,11	TOPIC C	┡
-			1001	11,500.00				11,200,00	11,399,01	CALCAST MANUAL PROPERTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PAR	+
-			1991	11,300,00	,			17,750,000	N. Carrie		4.
F	279.11	1,400.74	777	10,180		1	20,100.0			2.8	4
+	Ī	Ī				1	1	10 000	and the same	TAKE PROPERTY SAFETY	1900
ł					I					THE RESERVE THE PARTY OF THE PA	
ł									HOAS	Printer Colored	
+		200.05				,	,		- 040.48	POPPO BUSTON	190
-			Dia.								
					,				Spending 1	Carry to deal beauty property	
-	100,000	ľ	1992	100					SP-EN	1210 John Sed Confession	

00385

2,717.00	22		т	1		07 MCT	SPREEZE.	Control of the Contro
- Carrier	Į.	l.	T		Townstre.			THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER.
4774.00	43		Т	-	ElM29	2,114,40	8,417,49	1999 Dental Volume Style
SP HIT	. 21				100,000	DC BCC.	2,747,00	ш
(California		١	1	-	100,70	Children	8,512,00	7
MONEY.		ı	Ī	8	C. C.	MARKE	43.7%	THIR CONTRACTOR AND A VAN
4,301,50		l.	Ī			Option 1	advisiva.	Part of the second seco
		ı.					1000	
607524		ы		1	1,120,49	773.00	Nama V	Street, Square,
1,512.00	1,9				BYOUTE	OWIEST	60,200,0	Į,
1,167.20	LJ LJ					(MC/DH)	(defters/1)	1
1,013,01	-		Ĭ			(MIN)	darkittek	7
pacra, a						4015370	98,004,00	1999 Standing Total & House Co.
7,577.00	2				2,463,00	4,417.6	69'610'ES	П
M.M.C.					Our MAN T.S.	Dr.896.86	067944750	1398 Mushing AD Company Trees
Many	-				94,000,1	CANALL'I	10 DEC 18	Diploy Malay Oly Bearing 84.084
MERCET					16330	Merica.	the color	Mile Period Street and Inch
65,000,5				and a	SCH28	California P	10,000	1878 Partie Date / Contra
31,317,01	i i	ı.		M/	PH 167.557	DUNATH.	Barro.	PRINCE PROMINE AND PRINCE AND PRI
		1						
0,000,00		1		1101	0,000.1	1,799,00	(Cont.)	Carlo
	L					-	190,000	Department Appendix A
10/200		ī.	Ì	-		647.00		П
	ŀ	н	Ī			- Aller	2017102	The second secon
-		4	Ì	1	A STATE OF THE PARTY OF THE PAR	The same of	11/10/10/10	TOTAL TRANSPORT
201101		1	1	1			200	TOTAL PROPERTY DESCRIPTION OF THE PROPERTY OF
		. 1				1 201 00	MINIO	31
1,000		ı		-	•	Daniel L	TO SHOULD	Story President Trans & Hundredt
6C 8D 8		- 1		200	OF CAR'S	STMUS	12,000	Shirted will Cold Stepanish Cold Stepanish Cold Cold Cold Cold Cold Cold Cold Cold
N. DOC. DO	P			7	H.Mauro	46,598,30	60 0000710	18710 Bertitt WODInstitute
4 754,33					Carles (Carles)	OUTEZ-P	60,582,6	1989 Rendry AG Party Flore
National Control			Ī			turizariz.	27,447.E	1000 Johnson Spring and Supra
12,002,0		t n			•	tamer.	8207.89	HOM Durging Orang Charles
30,757,00	×				0.	10 ELEVE	64,007.09	MANY COMMAND SAMES SAME
Ī	Ī		Ī					
Ī	Ī	S	Carbinal Land			SP'100'N	COTALSTALL	16014 Towns Print Print Printers
DEGRE!	12	*				the table	ECTICATES.	絶
24514	100					SVIDING	77,570.09	TOTAL PROCESS CO.
31,502,03	1				۰	- Britanii	64/25/25	CONTRACTOR OF STREET, SAME
de la Carte	,		Ī			P. Park	no beautil	TOTAL CHARGE STREET, S
			1		-			
	-					To the o	OF CAS THE	Months Person
					4	4	60'06.The	
						200	to market	
	• 0						to mark	HALL INVESTIGATION CONTRACTOR
20,250,00	100					BARKK	Brem 101	THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER.
SC and link					80,000,00	domestral	Tall Control	
All Control				1		10000		The state of the s
				1		177 (000 00	WOLLD ALL	MICE PROGRAMMENT COMPANY COMPA
191,360	191	- 8		1	Con / Microso	64 API 12	60'00E'10!	THE PROPERTY AND THE PR
								The state of the s
							94.046	ACAL STORY SEEDS
			ľ				10.0	And the Shakes and the
		1						
ļ,	t	1	İ	I	The Party of the P			MACTE LOGIST BAS CHARLESTON
	Ì	1	1				1 11 11	NOW MAKE Owner Methods
2001	1	1	1	100	Ment		4.84.00	THE INVACENCE DAM
100	1	1			j	W. Lee	2.00	SECURITY CALL CONTROL CONTROL
MAL	-			-	2.00.74	T COLUMN TO A		
		4	-				Domest .	THE PROPERTY OF PROPERTY OF PERSONS STORY

27.00	10872	48,728,90	JHI.	- Garage		-	C	-		97,794,498		
		COLUMN T	67		ŀ					TO SERVICE STATE OF THE PERSON	Managared Ridge BARRA	٠.
E	33.0	3441.59	MSA	509,800			100.00	,		Name of		
		6,947,00	979					-		- NWICH	THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER.	t
		Cartagill.	2				ŀ	1		The party of		1
		The street	100			1	1				10010 Photography Continued	100
		Total Control	NG.	-		-	1	1		DO DELLE	File Parading Flations	to the
1	6000	STREET,	17	1						TO AND DE	1 TOTAL Promoting Tilling & Printed and	270
Store				1				1		In large	THE CONTRACTOR OF THE PARTY OF	2579
-		200	100	OR BERNE			Const	5		60,000,00	TO Thereign AND Demyste Venter	277 152
			100	07.90			Darley of the last			1,357,00	216 Proting ASP Ellery Ellery	278 155
100	ME	Service .	1,000	GC WEK'S			\$10,70		2,003.00	3,797,69	Married Spensors and Standay	100
10.2	16131	667MCP	Mot	Mrzari.			01.25475	1,0		6,57,00	1979 Printed Deep / Contest	1
KID	427.50	100/126/00	1691	CATACA	1		10000	1		Office 179	ħ	+
							-	-			t	1
25	IN AL	46,776.76	381	COTTALE			No. of Lot	-	,	Ortone"/v	Course of Street of Street of Street of Street	1
	Ŀ	10000	WEG				ŀ	-				-4
	W.E.	No.	Hads.	Garde	-			1		7000		7
		O'ALC'S	1				1			2000	П	
		6672571	1		-		1	1				
		formacy in	100			Ī	1	t		11 5700	s	4
		Or Section 1	-	-	-			-	-	12.18.22	SERVICE PROPERTY PROPERTY CONTRACTOR CONTRAC	# E
	Marie	Mary Co.	Name of	ANTONIO	-		-			CO NEW PARK		
1	1			1			37 200	1		CONTRACT	1990 Papering AND Com Paring	14
100	1	Transfer or	200	22 500 25		100	NO. PARTIES		OFFERS CL	configuration	ī	10
1		1		2414.00			00.00	1	ACTES:	00/20076	19970 Presignation Company Plant	Ц
-	101,134	1000		The same of			Drage		2,510,00	T. Park	COMP. Company Street and South	
1,61	Parent Pa	And Lander	100	200 100	-		200		S NC. I	CEL	13040 Supring Divine / Cardica	194
			-			1	C Page 1	1	4573.60	and and and	PAR STANDARD DESCRIPTION OF THE PROPERTY OF TH	100
	ANTI	PERSONAL		1000			1	1				4
		10 mg/l	State .				1	I	TOR.	0 100.00		3
	208	(driver)	1	WHACL.		I	2010	I	10000		1000 Parette Martinette	4
100,14	-	4,000,00	7	1,507,40	1		1	Ī	1010	Total Control	1000 Paradian Tarrian	1
		de taken		T-Val-	-	I	1		1,777.	10000		
2		18,957,10	77	Or no			ŀ	F	-	The state of the s	18000 Therefore Ballacova	
		Marco II	THE REAL PROPERTY.	to more			ŀ	1			The state of the s	+
9	Mates	SCH420	1	PATHOS			1	Ī	derina/2		THE PARTY NAMED IN COLUMN TWO IS NOT THE PARTY N	_
Hant	18AURT	No deposed	100	WANTER.		1	Total Car	Ī	A.C 440/76		TOTAL PROPERTY AND ADDRESS OF THE PERSON NAMED IN COLUMN NAMED	1
m	16,60	Hazer.	1	19775		Ī		Ì	-		Section in the sectio	-1
N.	78,01	Teap.	200	Lantage				I		TO SERVICE STATE OF THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN COLU	iń١	
Drien	brits	SA'SECO	3	0,589.50	-		07.00	Ī	١	1007.59	Control of Control Control of Con	+
2 10	99,88	Corner's	1995	21,000,00			Carte			40,000,00	THE PERSON NAMED IN COLUMN NAM	
							-				Total Section	
MUN	PLENT.	17,613,60	HILL	4410			12002		of rock	G.Mage	Married and or other Party States of States and	T.
		7000	9	0	200					790,119	THE PERSON NAMED IN	×
	MORE	60 WOW I	No.	SENSO.			No. of		50×2.2	3,803,00	Ħ	H
				671-21				46	WILLIAM	0,757,00	3	3 000
1000		2000		1607.00				100	1,167,36	11,877,09	1996 Preing Spine	H
1		172.52	1	1,001,001				-		18,196,08	I	THE PER
1	1	2000	1	land.			-	Ī		20796884	THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS	1
	1	1		MCMON			CENTRAL	Ī	SCHOOL	17,000,00	R	To the same of
Ī	100	1		The same of		1	CO SERVICE		DE BALLES	dorders!	1919 Planty AG Demandy States	220
1870K	No.	1	100	Day and		1		1	21110	OF CSC!	1	107
Ī	1		1000				16 CO		2.00.00	OF PACE	MAIN SHOWING SHAME SHAME ALTHOUGH	199
	607,700	60,000	No.		-	1		1	TACK.	0.00 mg	1879 Survey Carrier	100
				200		1	1		COSTORER	42726	TOTAL Promiting AND Wisson, & Wood	374
le De	Marcell.	ertor.		THE SALES		K	STATE OF	Ť	1	and the same of th		-
		Net Sala	92			1	ŀ		I	TOURS.		3 3
	198.00	deficar").	Tabe	DEPOS!		K	THE OF SERVICE	Ī	173-20		11 to	P
lizhi		6,003.68	Net	Name of		1	1	Ī		1		2
119.72		Carrier DA	1979	1,107,20			-		1.00	Delication of the last	FÜ	1
	and the property of the							1	-		Parking Co. Co.	-
											W	The state of



	1,1,1,1,1,1,1,1,1,1,1,1,1,1,1,1,1,1,1,			PARAMETER PROPERTY OF THE PARAMETER PROPERTY OF THE PARAMETER PROPERTY OF THE PARAMETER PARAMETE	######################################		
Processor	1,100,000,000,000,000,000,000,000,000,0	90 97		PARTIES IN THE PARTIE	ELECTRICAL STREET, STR		5 C C C C C C C C C C C C C C C C C C C
Process Proc	1,150,000 1,15			PARAMETER STATE OF THE	E CEMBER SERVICE SERVI		CCCC3226528 6268265265
Process Proc	1,100,000 1,10	90 97		Days, and a control of the control o	MARCHAEL MARCHA		CCCC34488484848484864864864
Processor Proc	1,100,000 1273 14,007,00 1,100,00			THE COLOR OF THE C	10.000 mm		688888888888888888888888888888888888888
Recommendation	1,100,000 1,000,000	00 9		Province of the province of th	MARCO COMPANY CONTROL OF THE STATE OF THE ST		88 2882828 282822333
Processor Proc	1,10,00,000 1,10,00,000	00 9		Divided to the property of the	BEATER BE		8 2888888888888888888888888888888888888
Recommendation	1,150,000 223 243,000 223,00	000		10,000 (10,00) (10,000 (10,00) (10,000 (10,000	BASE AND STATE OF THE STATE OF		20018346 2220545999
Product Prod	1,100,000 271 4,007,00 1,100,00 1,	90 97		10,000,000 (10,000,000) (10,000	194.725.00 294.770.00 294.770.00 294.770.00 295.714.90		200120100100000000000000000000000000000
Processor Proc	17.00.00 273 44.07.29 1.0.00.20	000		10,000,000,000,000,000,000,000,000,000,	PARTER N PARTER		10111111111111
Part	1,142,00 1,142,00	90 97		73.400.00 73.400.00 74.400.00 75.400.00 75.400.00 75.400.00 77.400.00	10000000000000000000000000000000000000		8 2 8 2 8 2 8 2 2 2 2 2 2 2 2 2 2 2 2 2
Part	1,100,000 1,00			10.000.00 (10.0000.00 (10.000.00 (10.000.00 (10.0000.00 (10.0000.00 (10.000.00 (10.0000.00 (10.0000.00 (10.0000.00 (10.0000.00 (10.0000.00 (10.	100 A	8888	18316 1823611999
Procedure Proc	1,000,000 1,00	000		71.400.00 100.000.00 200.000.00 200.000.000 200.000.000 11.400.00 11.400.00 11.500.10 11.500.10 11.500.10	94.72mm 94.79mm 24.70mm 1.0		8888 8888 8888
Procedure Proc	1,10,000,00 1,10,000,00	99 99		17.460,00 17.460,00	145.00 (150.00)		3 5 6 2 2 2 3 2 5 2 5 2 5
Procedure Proc	1,150,000 1273 12	111111111111111111111111111111111111111		11.000.00 11.000.00 11.000.00 11.000.00 11.000.00 11.000.00 11.000.00 11.000.00 11.000.00 11.000.00 11.000.00 11.000.00 11.000.00 11.000.00	OFFICE OF STREET		
Processor Proc	1,100,00	11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		TARACA TA	100 March 100 Ma		
Procedure Proc	1,000,000 1273 1,000,000	11 100 97		73.400.00 173.400.00 173.400.00 173.400.00 173.400.00 173.400.00 173.400.00 173.400.00 173.400.00 173.400.00 173.400.00 173.400.00	000001 0000001 00000001 00000001 0000000	Anna Sprace Anna Anna Sprace Anna Anna Sprace Anna Anna Sprace Anna Anna Sprace	
Procedure Proc	1,125,00 271 4,077,24 1,0	000		TAMANA TAMANA SALINATA SALINATA SALITA SA	GEORGE GEORGE	A Principle of Completes A Principle of Com	2020542233
Procession Pro	17,000,00 273 40,007,00 1,000,00 1			73.400,00 173.400,00 173.400,00 173.400,00 173.400,00 173.400,00 174.700,00 174.700,00 174.700,00	1 200 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Armad Objection Armad Objectio	111111111
Procedure Proc	1,100,000 271 45,000,00 1,100,00 1	11 1 3 5 5		Tadeline	A STATE OF THE STA		223443233
Production (Control Control	17,000,000 1274 14,000,000 1274 14,000,000 1274 14,000,000 1274 14,000,000 1274 14,000,000 1274 14,000,000 1274 14,000,000 1274 1	11 1 3 6 9		73.400.00 19.400.00 40.100.70 100.600.00 200.172.00 100.600.00 11.200.00 11.200.00	AND THE PARTY OF T	The Organization of the Complete Comment of the Complete	28848233
Production of Control Production Produ	100 100	111100197		Tadellos Tad	00000000000000000000000000000000000000	CATA Depart Computes INDEX Co	8 6 6 6 9 9 9 9
Processing Content Content Processing	1,150,000 1,15	00 5		75.497.07 173.973.07 44.158.77 175.673.07 275.073.07 275.073.07 275.073.07	CONTRACTOR CONTRA	CETT CONTROL C	8489999
Part	1,000,000 1,00	100 07		73.4800 10.900.0 10.900.0 100.600.0 100.600.0 100.600.0	00 17 20 20 20 20 20 20 20 20 20 20 20 20 20	1900) Agriconatividad 1900) Agriconatividad	112333
Process Proc	1,100,000	100 0		73,492,0 73,492,0 10,003,0 10,403,0 10,	CONTRACTOR	(FEE) Street Symptoms:	1 2 2 3 3
Process Proc	1,000,000 1,000,000	90 97		77.487.07 19.00.28 19.00.28 19.00.00 19.00.00 19.00.00 19.00.00	00000000 00000000 00000000 000000000 0000	CONTRACTOR OF THE PARTY OF THE	2233
Process Proc	19350	99 97		75,490,00 193,903,00 48,380,70 198,603,00 208,172,00	24.70.00 24.70.00 24.20.00 24.20.00		1993
Processor Proc	1,100,000 2274 44,007.00 1,100,000	阿圆		71,490,0 7,191	AND PARTY OF THE P		2 3 3
Processor Proc	199000	间即		73,490,0 193,693,0 48,183,7 178,630,00	10 47 A 10 A 1	The second second	3 3
The problems of the problems	1,100,000,000,000,000,000,000,000,000,0			79.480.00 110.690.00 49.149.70	BOLINE BOLINE	Many Many	9
Part	1,150,00 1,150,00	11711		73,480,0 10,000,0 10,000,0	197,720,000	7340 (Sente	
Part	1,100,000,000,000,000,000,000,000,000,0			73,490.0	Sove Lives	-	64.5
Procedure Proc	19887 148 148 148 148 148 148 148 148 148 148	HI		TAMAL .			2
Part	11.000.00 27.1 (4.00.00.00 10.00 10.00 10.00 10.00 10.00 10.00 10.00 10.00 10.00 10.	T I	П	Section 1	60,000,00	Tracket or	1
Process Proc	17.05.02 273 44.07.29 1 17.05.02 273 44.07.29 1 17.05.02 273 44.07.29 1 17.05.02 273 44.07.29 1 17.05.02 273 473.07.20 1 17.05.02 273 473.07.20 1 17.05.02 2	ſ		The same	100	7	2
Process Proc				10,000,000	DOTO SELLES	ł	3
Processor Proc	1,000,000 1,00			27 PWF 1.9	CERMIN	L	478
Column C	10 (0777) (1845)			SO LINETEDS	WHAT SO	1	T
Proceedings Processor Pr	11.000.00 (10.000.00 (Ī.	S Z Z Z Z Z SA	Mary Coll.	1	I
Proceedings	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			220,020,000	Cormon and	ľ	I
Proceedings Processor Services Processor Serv	11.000.00 1000	-	-	A PARTY I	PATTER ZZZ	l	I
The Control State of	11,000,000 123, 143, 143, 143, 143, 143, 143, 143, 14	1		I	10000		T
Proceedings	100 (100 (100 (100 (100 (100 (100 (100	1	1	I	TOTAL PARTY.	ı	I
Processor Proc	1,000,000,000,000,000,000,000,000,000,0	-		I	MANUAL PROPERTY.	ħ	I
The property The		1	Ī	ON CASE AND IN	Appendix 1	ſ	1
Test Michigani, Mi	1,6832 27 4523 1 1,6832 27 4523 1 1,6832 17 4523 1 1,6832 18 18 18 18 18 18 18 18 18 18 18 18 18	1		Name of Street,	ATMENDED.		
Transport	100 100 100 100 100 100 100 100 100 100				TO DO DO	i	
Test Michigani, Mi	14 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			I	A LOUIS PART OF	ri	8
	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			Ī	The same of the sa	f	1
Test Marketing Berlinker Test	11,002.00 S25 44,127.50			Die Dec	240.000.00		20
Proceedings	37,000			1000	400 ERG REA		1
Test Marketing Marketing Marketing Marketing Marketing Mar	THE PARTY NAMED IN COLUMN TWO IS NOT THE PARTY OF THE PAR			OLDER NO.	10.000.00		8
Company Comp	at the same of the		8	SURE IN	NO. DOOL BOY		à
Test Marketing Marketing	01,002.90 A.V. A. 172.60		5	STORY OF	CULDRACIDA	3439 Promed Covered Set Barry Division	454
Telephone Tele	SECURIC AND		8	١	140,000,00	CASPAGE SAN	8
Test Market Mar			9		bs 640'cat.	2000 Generote Every and Ethnis County	2
Telegraphic	0000EC 200				to serious		
	Matter 1				D'ANTE		1
	Name (3		Philippe		3
	N0%		-		SO THEFT THE	ģ	Į.
2007 2007	187%			l	177,000,00	STORY CONTRACTOR STORY	and the
			Ē	ı	CERTAIN	PART Transaction and seconds	L
	- 66'961 NABA		ľ	1	of bid bid		1
	Г			1	or tear to	í	:

									Contract		200
		21020	200						2 102 50 1	Company Section Control	136
770.0	10		49,638	7,59,69				2,750,00	S/MILES	ENGINEERING AND	1
97.30	-			E CONT				de la constitución de la constit	derween's		T
2017 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		Oursiday.	NAME OF TAXABLE PARTY.	Transpir.	-	0	- PERSON	- Acres 1	194miles		I
		OF SECTO	18.00	22,816,25		1	S. Caradollis	mylest a	and and	+	
Ī	T	2,784,1	9070	SOLVED IX		0		September 1	27,299,272	Martin of the	I
- ILANGE	100	Brits	Nad	BETWAND		1		20,000	27071700	ACCOUNT ALCOHOL	
	-		la Carlo	27,770				0000000	S.P. Market	177	I
- Lange	9	Dak	100	St. March St.				NA NEW PA	TANK THE	÷	36
-	1	144,64	14.88	1 007.0507.2				2,532,783	Sa'na'	No Decre	la de
1,007,1		SETSON!	1990	M.RSI,M				N. Hall	OF TANCEL	+	12
		-								Name and Address of the Owner, where	
	46	ACTUAL TO A	96.00	67,400.00				60,000,00	eritifiki	1	940
1		क्षणाह	979						2.152.00	10010	100
trick of		00,000	\$27m	0 137.70		(M) .	40.30	978940	Cutably 2	19570	800
		42711		3,472.23)		(LECTO)	S Section .	Total Control	E CO
		OCTING'E	Mes	12,790,40		-	D073083.E	Editor(10	do'llares	1970 Parky Report	2
	00.7347.1	061947/22	90%	[2798.89		100	74// White	STALIFTS.	4071578	17979	10.0
ovelsk.	9	earther.	166	CO 944 VI)		00'10H'UC	27,000,00		2
2,004,0	40	Drib	39'68	39.440.00			200	10,197-00	BOLISTIC	O DIVERSION OF STREET	8
7,774,4	42		Water Commercial Comme	77744.38		ŀ		77,744,78	driver as	MO10 1000	8
1,000,0	Z .		1,000	10,763,40				10,1400,440	GPS.LPS.	3	1478
9,484.37		1,510.20	Name of Street	64,2x2,74				FLENDS	Supple Su	1979 Presid Covers of board	609
er.equ	0	LITHE.	14,860	7,697,67			Ŀ	12 100/1	7,233,50	1507h Physides Greine / Greinen	100
- 7,393,11		1,481,59	80%	77,697,54				M'45K4	SALESALE.	1979 Procting ASS Viscous A Versi	100
										1	Г
ě	9	7	77%	8,945.44		_		PFINE	04,730,00	HOTE THE	9
	100		97%	6,569.30				6,1013	0.3992.00	Page	2
2,949,45	8		20%	OC.PAS-66	-			BENINE	STATE OF	e endore	-
. 6,163.0	00	1	克斯	61,942,60				10,031,18	107,467,03	1999 199	2
ă	185	17671	AP'S	0,564,35				64.166.70	0,928,00	High September 1997	8
	-										
u e	2	6,332,78	90						8,797,76	16690	6
1	3	BC COSC 0	2						BCHE'S	10000	9
1		1000	9						Br. cox.s	1000	9
Ī	I	T	2						EL POKER	130	
1200	TO COM :	M CAN B	Mari	W. COO.			מול מבוסנה		20,300.03	80	2
	2000		7000	20 200 20		1		CHARLE	D TRETA	4	3
1	1		HOM	27,000,07		7	Creek		Table Co.	1902 Holde Pro-Paradon But Plant	3
ľ	f		979								Ţ
ľ		1							1870		9
407.74	İ		N. Carlo	and the same of		1					
Ī			arces a	17.00	10000			The same	Contraction of		
2000	Ī	7///27					Taxable Control		- Total	10000	
	I	T	47/4:	1000		0	1	- Andrews	22 200		I
1	f		100	1		1		CZ. PORTE.	C4 MCP 03	4	
+	+			24 040				W Brent	WWW		8
ŀ	E	Successive Successive	da.							The state of the s	Ţ
ľ		T	47	ŀ			-			1	
	1	T	2000	200000				TOMOS.	10000	1	
	1	Ţ,	STATES.	17,000,01	97-1-1-0					ļ	
	ľ			100000				2000			
	ĺ	Ī	Alana	874576				120 100	10 May 27	100	2
	ĺ		20.0					2000	To Local Division in which the local Division in the local Divisio		
-	+			W BIG PS				THE PART AND THE			
											I

45 255 Te	14,23	06/20976	G. Leaves			The second second	POST MAN POST		
AND AND THE						THE PERSON NAMED IN		THE REAL PROPERTY AND PERSONS ASSESSMENT ASSESSMENT	ALC: ALC:
	HOS	34 AUZ 83	Cr. Market			arrivative.	Acres 1841		200
88,727,88	428	STEEL AND ADDRESS OF THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON	52 Lores	-	-	on the se	AND COOL DIST	Carrier Course Selfer Course	DAME STOP
Per Esserviers	878	46 maryle		ŀ	-	of series	1	A STATE OF THE PARTY OF THE PAR	No.
	Sales.	dipension.	-	ŀ	-	THE OWNER OF THE OWNER OWNER OF THE OWNER OW	The same of the sa	LL Wildeling Consensus (Theodora)	2000
	MANA	Contract Nata		ŀ		1000000	The same of the sa	Chestella	2340
	No.	80.000 to		1		dender 100	THE PARTY AND		100
	a Bad	Section Section			1	ALCOHOLD .			2000
-	No.	and the same	-	l	-	99 100 BC	TO STATE OF THE PARTY OF THE PA	Case at Page and Place Walts	Spect.
	THE PERSON	AVAILATIVE.				THE PERSON NAMED IN	OR BEST OF STREET	9	OPEC TOR
-	1000	SPECIAL PRINT	-		-	00 005 423	100 Mile 400		980
2000	42.6M	TO STORE STO			-	448 525 78	BK 642 B10	i	100
ANGESTEEN	900	-	-	1	-	3 62 620 600	Delivery Bridge	Madelment Stad Labor	1100
2000000		-					00.000.00	State (Landschafter	2000
Salva prince	To the last of the	Tabashan .	4		1	1			W.0000 60
Total Control	1		1		T WARE	W 16.3 GPV	\$50.00C b) B	Canadam Pro	1000
The state of the s		Total Park			9	-	OF GELT-BA		999 1998
dermorted.	200	CH PRE AL	-		S. Carren	87,760,50	Service L	Charles of Park Strain Strain Charles	Bidd House
	-	The second			-	-	to annual	ĿΙ	1000
200,000	1000	OR SHE OF		-	16000	67,750.00	70 200.00	虱	MON BOOKEN CONS.
th that had	600			,			surveight.	1 Sheatstook Street Planter Commisses acted Plantersh Tyting	most bus
MONTE	100	OF WELL				71,380.00	14,000,00	ľ	DONOTH 160
	250	240					stranges	I	100
	- 2074	Deriber				27.202.07	School L.		
	Sets	00'006'000	-	ŀ		The same of the sa	Total Color	η	
I	Acres 1	1 AutomPl	-	1			A ALCOHOLD		
l		10000			- COLUMN	The same of	02 202 72	Thousand.	907
		The Part Co.	-	1	10,000,00	62,7M,59	GENERAL	Chapter	9000
4 0000.00	200	CO-000 Te.				26,000,00	estimates .	I	500 TRING
	1600	COLUMNIA			7,594,00	60,000,00	COPTRIBATED.	9 Parish Upt Place Parish	900 1900
3,369,00	100	18255.00			2,400,00	DELENGE BY	25,500,50	O Checked Properties of the Country	BESS STR
	100%	02.002.0				1,500.00	duran	Q (Deplay Spherica)	Man ets
	Part I	dirocale				Several	STAINED	STATES OF	200
MADE	16776	GOTTE PA			1,800.03	12,736,10	14,799,000	P. Standard Print Colleges, COL, Print Assessed	1997 1999
9,367,00	1076	Terroserio		ŀ	Taylora 1	GR TSVES	TANKE OF	Total Street Street Street	200
	MADON	627090761				1976arti	Barbarret.	Contraction and and and and and and and and and an	and a second
Of task?	PART	ear track 22	-	-		Salvania .	Considerate	N. TOTAL STREET, SECTION SECTI	
								The state of the s	1
April de	22	Tables of the last	-	-		-	- Common	Total Control of	4
THE DAY OF STREET		W. 200 A.			-	17,485.20	97.000.00	15996 Plantiful Inglision - Routing - Plu Projection	4
2 1/2/00	900						DOTES !	ю.	F75 1991
68.857	Wells	81 ZE 3				8 4227 79	0,000,000	Stand Bearly Stands	1000
1104	Nes.	14.57.11		,		5,972.33	1500.00	C. Printing Confession Print	100
7,547.63	191	7,997,00		ľ		Seran.	Section 1	Land Second Seconds in Line	
44,000	NCR.	17,102.00			Par Mertal	C. Fried	Service Anna	li	
Ī	8078	Bozzeno				The state of the s		The second secon	
ľ	19	6377.69		1		and the second	The same of	П	4
I	100	Towns of the last			1				
	117	10000					-	n	4
						17 00 700 71		Li Martin Ad Con State	Mary Co.
					-	Y ACT AN	72720	Providing Contract Constant	Mely hos
I		2			-	21.53.44	Our rest Ca.	Product ACC Month & North	1000
1	1	1000							
T	200	100				MATTER TO	DECENT.	1	-
Ī	,						2,172,00	Ī	
						Azeran	20 100 E	Director	902 134M
1	1	100		ľ	d	CONCOL	CONFO	٦	091 7000
I		12700.00		3	1000	WHEN	duradr'ts		014h 610
Ī	177	OR 304 AM				0,614,00	EDCHUM:	10 Photograph 04	Older Bro
1	TOOL ST.	CO COLORES			7	to cost of	\$2,000.cs	10 Street of Person of Persons and	699 999
M Chi.		77. C				ONTHE ZZ	BULLSTIE	MARIENO DA TRUMANO DE	197
		17,000,21			* A	PLOPECE !	79,331,88	(8) Planting Add Democrity Water	70
	290	17 462 93				SCOVE)	direct Th	S 1999 Promits Avg Street Plant	100 100
		7,007,00				WHILE	7,512.50	90 Phonose Drains / Garaters	100
2,034,03	3	ST WENTED	۰			BCSD-03	Merhantel	TY STREET, SALES STREET, SALES	
									200 / - NOO

	3	-	I	-		_	8		Ļ.	I		2	- 909	ŀ		107	000		I		2	8		4-	1	1			949	847	I				940	947	941		88	80	2	-	I	I	I	I		8			629		07		83	604	8	No.	1	1	I		2	610	100	2	974	CIS	
4 book	1000	13000	1			ocupy	18070	L	- Service		-4		1000			1	1600	L	l			NCO8	13000	1							i i						700		1770	1276	100	199	2000				1			700	8	1	ď	800	9900	8993	1999	985	0.000		I		0000	8	998	9969	9440	409	Ī
	PRINT BAR DIRIN	1303 1990 Del Continues	AND ASSESSMENT OF THE PARTY OF	ALD TO SELECT	SHORES		PHO Preferative On Para		COMPANY DAMES	- Transfer II-	Mad P Dad Tabu	Marc Bot Combrancy (Marc Combridge)	WANTED COMPANY Reported	PLANATE ANNIAL PRINT		THE PURE CONT.	MAQ Pro-Steel Line Del Plying	The second second	The state of the s	CALLED AND AND ADDRESS OF THE PARTY OF THE P	NUMBER OF THE PARTY OF THE PART	DC SHO	PACIO Combinator Principal	PROPERTY CONTRACTOR	A PART PARTY	Section Sectio	B	The same of the sa	SU-Selli DWIII	194C 14 769	Control of the Party of the Par		ALON COLUMN TO A C	ALCO BANK COM	NAMO PAUMANANA	PANC Pro-Pant-Line But Plains			40	Minchestral Comprisi Compliants	Machineral Behindhals	Wild Land Miles		3	A PROPERTY OF THE PROPERTY OF	The state of the s	The State of the last of the l		æ		The state of the s		Devillate - Pre Coulding	Prior Corporary (Charles)		Physics - Real Lettel, Lister, Seein.	Charlest - Law Fall of Principles - Charlest College C		CARRIED AND A COLUMN TAXABLE DESCRIPTION AND ADDRESS OF TAXABLE DESCRIPTION ADDRESS OF TAXABLE DESCRIPTION AND ADDRESS OF TAXABLE DESCRIPTION AND ADDRESS OF TAXABLE DESCRIPTION AND ADDRESS OF TAXABLE DESCRIPTION AND ADDRESS OF TAXABLE DESCRIPTION AND ADDRESS OF TAXABLE DESCRIPTION AND ADDRESS OF TAXABLE DESCRIPTION ADDRESS OF TAXABLE DESCRIPTION AND ADDRESS OF TAXABLE DESCRIPTION AND ADDRESS OF TAXABLE DESCRIPTION ADDRESS OF TAXABLE DESCRIPTION ADDRESS OF TAXABLE DESCRIPTION ADDRESS OF TAXABLE DESCRIPTION ADDRESS OF TAXABLE DESCRIPTION ADDRESS OF TAXABLE DESCRIPTION ADDRESS OF TAXABLE DESCRIPTION ADDRESS OF TAXABLE DESCRIPTION ADDRESS OF	Committee of Control o	Control of the Contro		Smooths - Smill Lengt / Latine Smooth	Statement of Lander Harden	Property - Selected / Liber, Broke	ns i	Comple / Hample / Elevery Placs	Chartery This Strict Versey	STO CHARLES TO STORY
1	4400.00	METCO P	12/2017/21	200000		in and in	24 MILEAN		100.00	Bertonia		10,000	16,500,772	Erista'St	1	C, F08 61	94,010,00		Berrach		40000	1000	20,100,01	2,rhcar61	P.Pradaded	facilities.	and the same		1000	(ardar)	62035	S-readily	THE PARTY OF THE P		22 MU 04	CORONE	2000		to colf i	וינמעו	1,528.00	OCTUBELS.	66/625/942	Belicoful	THE THE	1	100	The same Prop.	Company	200 700 00	10 N. W.		N. Allanda	SE 101 188	170,000,00	04.040.18	lad test last	107,037,031	Ch storrs22	177,141,00	24,785,275	THE COURSE		WINETE	02.84(.08)	64.650/18	100,000,001	370,700,00	
		10.530	12714071		- Caracteria		CONTRACTOR					2000	22796/01	12/1/4/12	Princeton	27 20 20 20	British						Ex. heafted	27,548,63	2CMARK	Cornel fine					10,000	The same	1	100000	T. Park	O DESTRE	ON PRES			1,200,18	1,325,00	50 SOS 05	ACTION TO			-	A CONTRACTOR OF THE PARTY OF TH	2001000	The same of the sa	CH 622 DC		Come me		CETHOLIE	80'006'8.Ls	01,044.69	0071995289	BUT SCHOOL	all PENTAGE.	177,341,00	der/led/Ord	20,000	Application of the last of the	20,000	00 MO ME)	\$1,202.77	(CLEONE)		65 Chr. bra
-				Ne. Justin						ŀ				ŀ			-			ŀ					Ŀ	ŀ				٠							-						Ŀ		ŀ	ŀ	Anthony Prof.					DATE OF THE PARTY	0. 100 to	D MOZ		,		ŀ										IMATE OF THE	THE PERSON NAMED IN
				0	1										ŀ										ŀ																		-		7		-							2007												-		40,000,00	
																									Ŀ																	•	OF STATES				PATTORITINA	10/6/20			Total State		Anna Transport	To a second								Control of the last	-						
	1000	ing	70,004.77	lictoria.	20.00	- CONTROL	DA GOOD P.C.			Ŀ	Methos		42 Page 64	AL VARIETA	12/100/22	1	24 010 10		L		Advent		24 Page 1	ELYND'S.	26,16393	SVEID					(MCCS)	24,763/81	Printerla	10.00	1	1	IN ESC B			91 3057	OUSEL'1	HUMIN	BOT HEST WITH			ŀ	and the same	Contractions?	100	The same		l	-	1		Column 140	148,047,00	HZ 512-09	CONFICT NEED	177,141,209	229,447,00	27/19/7/1	Para La Cana	1	100	M 1077	11.00	MALE PAR	340,300,00
1070	1	Mark	190%	100	ALCON.	1000			9	2	armi		1001	1000	ACDS.		about .		92	91	S. Pril	0.02	1001	1000	Nost	300				200	100%	ř	Paced						9	9	1001	BAPIA.	100	25	100	92	7776	100		1070	!!	1997	-	100	10000	year	Mod	16291	1971	1000	Mon		HEEST				120		
a meritaria la				04,570	Ŀ		1		OR CORD	4,000,00									4873.00	4,000,00			-			,		1000		O USB V		ŀ					1		02.000	OF SPV		2,000,00	81,355,00	153,000,00	962,117.00	der total feat	007515702	I merchant	Cornet Chin	1,000	DA STATE		-												I	AND DESCRIPTION OF THE PERSON	1		
			-	PC-N			-																				-		-	-																	dercisis/CS		-			Tarnet.	2000													-	The state of the s	1	1
	1	1000	O com	100,76	1,581.47	100100					4227	1000		1	1,000,0	1	1				16725			DAME!	División I	3,491,64					10237	D'ESC!	TANKE.	1,500.07	TANK .	Act Mary		1			100	1/21100	ON TEMPS				\$4,619,13	73,617.30	OS TAKEE	Annual Co.	E-Miles I	Division in	0/-010/19	17,000,000	2000	1	14 Ama 16	NC COCON	Figure 1	MANGE	27,864,76	17,714,75	OB*144FPE	STAINS.	Charte	oction.	AND DESCRIPTIONS	E/EVBH	DODES M.

4 911.91	can and	200 000		100 000 00		1	in and		The same of	Street St	100
		2,772.00	2	-	Ŀ				215200	AND PROPERTY OF THE PERSON NAMED IN COLUMN NAM	DAMES ALL
945,77		200.30	27	8,532,70				67,553	S. S. S. S.	These bears about	brat on c
M7.33		THE PER	10,00	E-18VS			ŀ	3,472.39	COMMUNICATION	Ì	+
ETHIL!	59.65	Separa	7278	17444.10	ŀ		1	S/MAG	Toyof Cal	Control of the Contro	t
Search .	Total Co.	Self-touring a	-		ŀ	1	٠			A Property of the Party of the	+
l l		HILL ST		- Landania		1	7	11 001 00	0.00	Total Paris	1
The state of				1000			-	M Park 11	-	TOTAL Property of the A. Marchadan	
1	1			20 607 20			-	W CHEE	31.651.00	13090 Planting ACC Cons Plants	Н
		3 100 00		D PRE-EL			-	D'756 Ed	OO HEER	1999 Planting ACI Demonds Phone	-
0 704 97		Outre	1000	17 623.36				CC CC A A	SENSON.	See Second Add Second States	Н
Ę		101.00	100	94.070.0	٠			SECURITY D	7,702.10	ST(0) Plurying (Recp)/Geolog	1,521
7,101.1		O'MAN!	11.00	HIGH				71,000,14	73,610,08	MAN & SENIA DAY Mounte DASS	Test PA
									97		
0,000		00,000	1074	ed'tairbi				00,389 (0)	04,023,70	13819 Pleasing Bendister - Physics - Pay Plateston	Best Bill
		2,172,00	680			Ŀ			2,113,00	19070 Physical production	1951
813.77		orub)	13.0	0,575,0		Ŀ		197.70	ODERSO.	Light Trend, Table 5, 15.1	191
547.2		112.00	of the	SCENA!		1		8,472.32	SQUARY.	Marie Comments Said	1991
NATION.	TOTAL C	3,596,99	1962	17,780,00		(19)	Contact C	Contract.	H-FCN-M	INC. Parting Servered	79 100
8,779.63	WHEAT	27,714,50	- Dick	COUNTY.			A sexuality	darbak'tt	TOTAL PARTY.	SALES LANGE BARRIES BARRIES BARRIES BARRIES	1981
1,333,00		NO MACK	90%	COMPC				SCHOOL LE	37,043.00	California Maria Maria	1991
DEPMET		STIP.	344	20,400.00				2000	OF LAPICE	Chairman by Craw Man Committee Commi	1
1,774		Livery 1.	13	TO DAY OF				BC10674	DEC MAN THE	TOTAL THE STREET CONTINUE FOR	100
Sept.	ŀ	Page 1	16.00	to/an/vi				The second	15,478,59	b	1001
L'esk		1404	1	7,557,316		,		1,000	125	HALL STATES OF STATES	ł
7,70,1		1,491,00	100	71,001.54	ŀ	-		M'IGB'IA	OF LEWIS LA	SCORE TRANSPORTER AND PRINTED BY VANIE	1
			-							The state of the s	
1,794,50		007100	1	62 bee 55				27,000,00	60,000,00	Territor Bushalan - Arrivan - Pin Proposition	190
		3,112,01	2						2,12.00	13010 Pt-10-161-161-161-161	663 (39)
913.77		433.30	1000	GC265%				0,127,30	over270		003 150
CE THO		117.00	1	5E-E4V9	2			1,477.13	154L01	19942 Provide Condension Pages	H
L'AD'I	124276	5,515,515	98,600	14,277,20		3	1,347,00	17,7100,000	15,075,00	Catalog Property Bases	120
3,776,43	100,000,0	27,714,51	9750	27,790,000		- X	V COTTANA	17,703.60	60,616,68	Wife Brokenon	100
OUTES!		3,594.00	979	COLUMN CO.				CO SECURE	27,948,00	1999 Parety Tree & Herbert	196
3,944,81		821,47	Note:	95-04-VIII.				SPAN GC	ESTANTE.	1594) Physica A40 Ges Phys.	130
2,774,44		1301.07	1976	77,764,38				77.741.39	BOYCE	1999 Physica On Section Man.	136
Estatés		25 Tark	app.	10,101,01		·		14, NOS, 44	NATURAL PAR	13940 Punkhy Ard Broadfirm	170
ACMA, C	•	1,110,20	10.00	METHORS				PLEMING	BUTSLATES	13010 Plurstry Secret and Intere	124
796.79		CLAN	14,00	7,047,67		100000		7,437,67	7,522,91	3910 Combina Contra / Contra	100
7,141,19	,	1,409,56	14,00	71,501,14				W.ICE/IL	TATOR AND ADDRESS OF THE PERSON ADDRESS OF THE PERSON AND ADDRESS OF THE PERSON AND ADDRESS OF THE PERSON ADDRESS OF THE PERSON ADDRESS OF THE PERSON AND ADDRESS OF THE PERSON ADDRESS OF THE PERSON ADDRESS OF THE PERSON ADDRESS OF THE PERSON ADDRESS OF THE PERSON ADDRESS OF THE PERSON ADDRESS OF THE PERSON ADDRESS OF THE PERSON ADDRESS OF THE PERSON ADDRESS OF THE PERSON ADDRESS OF THE PERSON ADDRESS OF T	MAN THANKS WINDS AND SECOND	100
				_						I	-
M/Hitti		75,162.55	1179	8,815.44				MENT	64,120,00	SUM Providing Pro-Card Standards - Physiological	907
06230		MC'SE!	27	OC 664 V		Ŀ		90,000	82,862,0	ľ	
2,141,63	٠	84,546	100	OCTO LATER				GCR1972	COTHERE	The Control of the Co	197
1,115		1246.01	3	61,943,00				675573	82400	China Considering Special	97
ice .	Ī	171,70	100	CIC MEC'S		Ŀ		SCHOOL STATE	DECEMBER 1		97
											-
		0,337,76	40						84,4550	The paper and	600 III
		ICEON I	979						87,722,0	ESSER PANA BESTEL	۰
		WALES	979						67,797.79	H	2
N, CCB	10.70	actives.	WCF.	18.7x5.p		5	Turkes.	ŀ	TANKE.	1000 WANC DANGER SHOWING	₽
2366	Mr Fid's	2,508,01	3440	27.010.00			The last in	431654	13 Mar 14	13	₽
24411			1075	EU-HOUGE				23.162.63	24,196,12	Ħ	ŀ
3,794.0	94,559		100	STEED IS		No.	7Ct 11/2/16/5	27,742,575	37,000,07	b	ŀ
							The same of			Ĕ	

700		796	200	794	783	787	781	I	POSSESSION.	I				200	100	=	2		2	980	786	ž	ď	700	A COLUMN	HE	4			T	13	F	Š	A	Z.		1	757		Į.	2 3		77	i	T		1	7	2 2	F	1	77	72	3
N emds	200	100	II dear	8400	200	2000	999		-17	h			100	OIST	1				100				-	2770		T I		H	H		- Appe	19900	HEAD	19990	10000		Ĭ	1-1000	1000		I	10000	Month	1	Target .	PATR	15070	15000	Date of		16070	4400	1600	rest
COSS B saled will believed CWM C'Exists an GMCD'ENG	spire 6 Spid and Diate College Co Saurena	19509 Java Chica CC2 60911 Wood Proving Changes 5099	N. H. (2002) CO Quintité Copperate Copperat 40, ppg ins 60, 527	HARM COMP INCOME PROPERTY COMPANY	N.S. DRIG CO STREET THE MET PARKET ST	SEAL CONTROL CO STABLE Area White Std and CO	STATUTING CO STEEL AND AND BELLEVILLE STATE OF STATE AND STATE OF	STREET, STREET, VICTOR OF STREET, STRE	The state of the s	と は と できる と		The same of the sa	CO CO SPECIAL A TO CO CONTROL	DANDERS OD AN PRINCIPAL CO ID	DISMONO CO AN PURDADI CO 15)	GRACIAG CO AV FIREZANI CO NO	CONTRACTOR OF THE CONTRACTOR O	COMORD CO A VINE MAI CO O	COMMUNICO STATEMENT AND COMMUN	DAADING CO DINGS 1 - WIND Film 11-84-97	GRACINE CO 10004 - Correspondence Person	CANDONS DD 00003 - Seasiers Littly Energy 11/14/07	GMOME CO CICE - Pro-Proposit Persons	Wall, July 19 Forky Miles Symmed - March Co. Switcher	一 一 一 一 一 一 一 一 一 一 一 一 一 一 一 一 一 一 一		Charles St. Start County and River Time	Control of the Street Street Street Street	THE RESERVE AND ADDRESS OF THE PERSON NAMED AND ADDRESS OF THE	THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER. THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN	Chesterd and Part Fried Wash College	Chaptered Jel Clark Orders and Paters Tring	THE REAL PROPERTY AND PERSONS ASSESSMENT OF THE PERSONS ASSESSMENT OF	The Start Charge S. Set Star Gott-earth Opins	Chapter Crisisold Street Control 4 Vive	Chronic Constitute Parison	Control Light Finder Partiegg	Durated Report to Prophy Constraints	Charles Parachas	Control of the World was to be a second	STATE OF THE PERSON NAMED IN COLUMN NAMED IN C	Carded Meditalist	Shiphad Englywelly		Adjaction Section	Photolog Treggy	Punting Conferent Polys	H	Planting (10) 6 Penny day	R	H	Physics 60 diese Pales	Physician Codes/ Contags	Physica AC Hart & Wal
11 TENDE	28 KARZE							IN THE STATE OF	ľ		-	- Control	CO COLOR DE	00 125 00	OUT.S'NE	428.97.00	00.00	CO TALL PA	DOLLARS NO.	C) 644 PSC	402.00	27 KSA M	W. Err	ocupant	1000	504.316.00	10 mm to	No. of Lot	A COUNTY	Achieras.	TH, SHO, CO	60 Calo 64	daylog E.	403,003,00	AN USERVIO	65 600 73	do'courbids	da test an	COTTON!	M.000.00	Gridentia.	MP CO-CSI	60°000°00	NOW WELL	2117.00	DOTTO T	Day-day.	19,0779,01	der land in	What it	99,752,97	Birth/Fit	7,332,60	22,000
124 744 96	10.376.77							12,878,75	The same of the sa	-						-		-	-	1000	1000	N. 196.28	No. Day	- 1	1 CA	-1	Access 1970	1	30'v67'75		73,258,00		60° 100° 14.	tortopics:	10 Table 10	78,000	ad to be	tardorf is	Saron I	CONCORT.	12,403,00	15,540,01	CO 3007 E.C.	SCHOOL ST	-	7,799,40	British.	7,547,50	durant be	M.Apt. DO	SCONC'S.	16,160,40	1 m. tou'l	N.M.B.L.T.
1	Cale with								The same of	-		Total Sal	Marie Di	00 Mot 00	20.572.00	20 000 000	THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS	1	STANTON	11 11 11	-	the manual		- 1		21 007 88	Septime.		State of the last		1				Services	-	1007687	erres.	-	1,0000	1,800,08			Orient Orient		400.30		794.79		1,597,66				
	dall	9							一日 日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日		1	1	1	2	1			1		9	0	The second			d	1	1	1	1	-	1				1	-		1	1	1	100)		1						3				
-									一日 一日 日本				-	1		1		1	-		1		1	60.636.00			-			ŀ						1							-					-	1					
100000	the same							PARTIES	12 15 Mary 1			Errest/91	Appendix .	Total Par	Maria III	Allen Tool	Total Control	AND REPORT	NAME AND ADDRESS OF THE PARTY O	1	Significant of the last of the	Appende .	The same		100	2000	ANGEST .		Water La		11,250,50		AN TOTAL	60'tola'liak	COTTON TO	PARINE.	eo/test/toh	22,000,00	100,000	14,250,00	12.40.m	15,Adjun	27,000,00	60 Med 60		0,127,0	1,02.0	67823	N. Paris	20,449,00	PCPRC14	PATRONIC IN	71,000,00	MEN
		COLOR	accurate.	EDMOS	MAN	eprépi	STANCE	1000	Apr. 665.7	and a	950	KERN	No.	1	100	1	12	HANN	6778	NO.	454	- Carrie				170	agra-	900	1000	10	18,05	2	1779	1666	8778	2742	Methy	100	44.6	19004	1000	ij	7	*	276	100	740	200	3	- AM	april.	100		
1		-						COT TIME	J. 6.13			-	1	1	April 1	COLUMN TA		1	42,846,70		TOTAL STREET	-	Services.	0.000	A CONTRACTOR OF	AND DES DON	Same?	50 teath 104	3/750,00	OGUNDAN.	CONFICE	darbos bi	Torost?	60 Daystag	COTACTA	Arvest'y			26,910	10,400	60 Lts.Ch		7,951,10	2,00,00	2,111,00	4455	111,00	7,564,75	drieg.	ar ids	1,589,1	2000	1/07/20	-
40.00	-								4. 1. 1. 1. 1.			620.48	Buch	Panely.	- Contraction	Appreciate d	87.847.0	Control	tayant.		SP-194			The state of the s	2		Terran.		dertest	-					Cureof.		798.40			Egrafi	byld.			MAN		cup.		1000		ACTOR		I	I	
- ALLER								1,297,50				300,43	60,000	depend .	Garboff Di.	cortesfil	1771.70	ta Washing	10,390,00	25,84	0.00	27.30	274.6079	Tall the	STATE OF THE PARTY		7,553.09		7,175.00		Darwer's		7,12,100	W.BOS.K.	DYNK!	1,000,00	dorwing/84	the state of	der Cas	OVED/1	DEWET.	1,000,1	NO MINE OF	9,558,4		7.618	25/10	N. Cont.	STATE .	M'year.	7274.0	Dien.	7,99,11	

	B	3	2	8	3	ä	117	ž	E	Ē	813	823	=	100	3	#	997	3	200	2	Ē	ā	2	3	į	1	7		1	1	ă	70
	Ĭ	i	i	1000	9185	9184	4160	i	100	100	10000	g			10000	17000	8700	9100	18000	1999	01061	ä	1000	Î	ries Berry	19970	18000	480	1100		1	9
TOTAL CONTINUE PHANES (9	4		0	0	0	9	9	0		0			0	STALDING CO 00000 Managery C2 that 0000	SCREDING CO NEEDS BING BING BY THE PROPERTY AND PROPERTY	SUMPRIO CO BESSE Bridge 7 Elegated Upgrades	1916 SUIDING CO 6616 Subject 6 & Count Offendary	13010 DUSCONO CO 40047 Subday 8 & 9 Law Veloye	16000 BUILDING CO GENAL ENGINE Changes Date B	1600) 609,Digg GD 609Q-1 Elegical Chappes Date 3	(C)(C) DUALDING CO BOICK, 1 Subding S & 9 Flymouse	1376 SUIDEG CO CODE COST MANAPARA CHEMA ES	1979 \$12,040 CD 6017,1 61 6,08 O mm Charges	BUS CONTROL OF SHAPE CONTROL OF SHAPE	RANDRID OD GODA'S Planting Option (In	SERVING CO SCOTA PLANTS CHINA CO	PACO - BLACK COUNTY COUNTY CONTROL CON	BUILDING CO 80000 S Secretar Cyclero 89	722 8409 (BUILDING CO 6002) Pulser Charges 67
NAME OF TAXABLE IN					Ŀ										,		12,003.00	19,740,39	BC30C30	10,000,00	60,404.23	69.779.69	88,777.65	44, Cars 24	OC 125F1R	16,000.00	\$9,443,80	64,550.20	84,100	43.00.27	48,788,18	
														Ŀ	,		12,000,00				riacri	to tick to	24,101,75	Ŀ		18,000.00	MARRIED TO	16,813,01	th'earts	10414214	27,044,10	
24.7.25.146by (5)	ŀ						Ŀ								Ŀ	Ļ						C Schools	22,000.00 (Ŀ	·	Ŀ		Ŀ	SOUTH CONTRACTOR	17.Dans (V)	Ŀ
152.4.		,						·	Ŀ					Ŀ			Ŀ		Ŀ	3			- /00)		Ŀ	Ŀ	Ŀ			2)
S. Carrotter															ŀ					۰												
0							-										12,910,00				13,312,54	73,533,00	46,160,75			18,000.00	23,889,40	16,613,03	23 882 23	43,217,84	44,222,10	
71	ens	970	45	976	976	975	976	910	994	100	974	9%	976	7	9	940	MCCA	994	450	3	WLZ.	NA.	1600	976	200	1996	100	36%	37%	17%	4100	IONOR
n.m.ee.e				,			٠	,					٠			٠					DE LINES	85168782	9121219	SATESCO.	85,552,55		23,577,48	90,300,00	40,579.30	IC 1685	90,00	
A.		4																•				4,510,00	2,300,00	•						Or Charle	care i Cr	٠
T)																	Capt.				12012	mps.	4,6,0,0			1,000	3,346,64	1,500.51	1255	4.391.40	4,431.21	

EXHIBIT 19

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name:	MANHATTAN WEST
Property Location:	RUSSEL RD
Undersigned's Customer:	APCO CONSTRUCTION
Invoice/Payment Application Number:	
Payment Amount:	\$18450.00
	8
ndersigned, and when the check has been prograwn, this document becomes effective to otice of lien, any private bond right, any cla	in the above referenced Payment Amount payable to the operly endorsed and has been paid by the bank on which it is release and the undersigned shall be deemed to waive any him for payment and any rights under any similar ordinance, the undersigned has on the above described Property to the
his release covers a progress navment for th	e work, materials or equipment furnished by the undersigned

This release covers a progress payment for the work, materials or equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished that are not paid. Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials or equipment that are the subject of this waiver and release.

Dated: 7/14/08

By: (Company Name)

Its:

N:FORMS/LIEN RELEASES/CONDITIONAL PROGRESS

OCTOBER 2005 APCO00044633

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name:	MANHATTAN WEST
Property Location:	RUSSEL RD. LAS VEGAS
Undersigned's Customer:	APCO CONSTRUCTION
Invoice/Payment Application Number:	73828
Payment Amount:	\$180231.35
rawn, this document becomes effective to a cotice of lien, any private bond right, any claule or statute related to payment rights that collowing extent: This release covers a progress payment for the othe Property or to the Undersigned's Cuapplication, but only to the extent of the Payment is actually paid, and does not changes pending approval, disputed items are ecipient of this document relies on it, he shandersigned warrants that he either has already	(Company Name)
Its	: GANEL I MUXIN

3432 N. 5th Street - North Les Vegas, NV 89032 Phone: (702) 734-0196 • Fax: (702)734-0396 E-mail: spcoconstruction.com • NCL: 14583

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name:	Manhattan West
Property Location:	Russell Road & I-215, Las Vegas, Nevada
Undersigned's Customer:	APCO Construction
Inv./Pmt Application No:	Payment Application #7 (May 2008)
Payment Amount:	\$27,973.80
•	

The undersigned has been pald and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to

the following extent:

This release covers a progress payment for the work, materials or equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished that are not paid. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all laborers, subcontractors, materialmen and suppliers for all work, materials or equipment that ere the subject of the waiver and release.

CHECK OLD THE CONTROL OF THE MANAGEMENT AND AND ADDRESS OF THE CONTROL OF THE CON		
Dated: 03/03/08		Zitting Brothers Construction Inc.
	Signature:	Hom /
		Sam Zitting
	Print:	0
	Title:	pres.
and the second s	a u distancillo s	and states that you have been paid for

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a Conditional Release



3432 N. 5th Street • North Las Vegas, NV 89032 Phone: (702) 734-0198 • Fax: (702)734-0396 E-mail: apcoconstruction.com • NCL: 14563

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

	P 11 7 10
Property Name:	Manhattan West Buildings 8+9
Property Location:	Russell Road & I-215, Las Vegas, Nevada
Undersigned's Customer:	Zitting Bros.
Inv./Pmt Application No:	May 2008 Invoices
Payment Amount:	Paid In Full through May 31, 2008
The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive any notice of llen, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent: This release covers a progress payment for the work, materials or equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished that are not paid. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all laborers, subcontractors, materialmen and suppliers for all work, materials or equipment that are the subject of the waiver and release.	
Dated: 8 20 08	Stock Building Supply
į į	Signature: Ava Wall Print: Greg Wall Title: Asst. Mar. Cedar Crty, UT
giving up those rights. This docu	rights unconditionally and states that you have been paid for ment is enforceable against you if you sign it to the extent of the received. If you have not been paid, use a Conditional Release

APCO00044650

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name:	MANHATTAN WEST
Property Location:	RUSSELL RD
Undersigned's Customer:	APCO CONSTRUCTION
Invoice/Payment Application Number:	
Payment Amount:	\$27971.00
Indersigned, and when the check has been prograwn, this document becomes effective to notice of lien, any private bond right, any claule or statute related to payment rights that following extent: This release covers a progress payment for the to the Property or to the Undersigned's C Application, but only to the extent of the Payundersigned is actually paid, and does not changes pending approval, disputed items a recipient of this document relies on it, he says a progressioned warrants that he either has alrest that he either has	ZITTING BROTHERS CONSTRUCTION (Company Name)



3432 N. 5th Street • North Las Vegas, Phone: (702) 734-0198 • Fax: (702)734-0396 E-mail: apcoconstruction.com • NCL: 14563

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name:	Manhattan West
Property Location:	Russell Road & I-215, Las Vegas, Nevada
Undersigned's Customer:	APCO Construction
Inv./Pmt Application No:	Payment Application #6 (April 2008)
Payment Amount:	\$156,574.60

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive any notice of ilen, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials or equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed Items and claims, or items furnished that are not paid. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all laborers, subcontractors, materialmen and suppliers for all work, materials or equipment that are the subject of the waiver and release.

Dated:

Zitting Brothers Construction Inc.

Signature

Print:

Title:

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a Conditional Release form.

APC000044674

following extent:

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

01 011 110 01 20 111 11 21 21	
Property Name:	MANHATTAN WEST
Property Location:	LAS VEGAS NV
Undersigned's Customer:	APCO CONSTRUCTION
Invoice/Payment Application Number:	502
Payment Amount:	\$156,574.24
undersigned, and when the check has been prodrawn, this document becomes effective to notice of lien, any private bond right, any cla	in the above referenced Payment Amount payable to the operly endorsed and has been paid by the bank on which it is release and the undersigned shall be deemed to waive any im for payment and any rights under any similar ordinance, the undersigned has on the above described Property to the

This release covers a progress payment for the work, materials or equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished that are not paid. Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials or equipment that are the subject of this waiver and release.

Dated:	4/21/08	ZITTING BROTHERS CONSTRUCTION (Company Name)
		By: Ocittus on
		lts: Manage

N:FORMS/LIEN RELEASES/CONDIT: L PROGRESS

OCTOBER 2005



3432 N. 5th Street • North Les Veges, NV 89032 Phone: (702) 734-0198 • Fax: (702)734-0396 E-mail: apcoconstruction.com • NCL: 14563

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name:	Manhattan West
Property Location:	Russell Road & I-215, Las Vegas, Nevada
Undersigned's Customer;	APCO Construction
Inv./Pmt Application No:	Payment Application #5 (Mar. 2008)
Payment Amount:	\$424,688.70
•	

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials or equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or Items furnished that are not paid. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all laborers, subcontractors, materialmen and suppliers for all work, materials or equipment that are the subject of the waiver and release.

Dated: Zitting Brothers Construction Inc.

Signature:

Print:

Title:

Notice: This document waives rights unconditionally and/states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a Conditional Release form.

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name:	MANHATTAN WEST
Property Location:	RUSSEL RD, LAS VEGAS
Undersigned's Customer:	APCO CONSTRUCTION
Invoice/Payment Application Number:	502
Payment Amount:	\$424,689.03
undersigned, and when the check has been proper in the check has bearth has been proper in the check has been proper in the check ha	in the above referenced Payment Amount payable to the perly endorsed and has been paid by the bank on which it is elease and the undersigned shall be deemed to waive any m for payment and any rights under any similar ordinance, he undersigned has on the above described Property to the work, materials or equipment furnished by the undersigned stomer which are the subject of the Invoice or Payment then Amount or such portion of the Payment Amount as the
undersigned is actually paid, and does not contempers pending approval, disputed items and recipient of this document relies on it, he shoundersigned warrants that he either has already	tover any retention withheld, any items, modifications or delaims, or items furnished that are not paid. Before any build verify evidence of payment to the undersigned. The y paid or will use the money he receives from this progress are, subcontractors, materialmen and suppliers for all work,
Dated: 4/8/08	ZITTING BROTHERS CONSTRUCTION
	(Company Name)
4.	

N:FORMS/LIEN RELEASES/CONDITIONAL PROGRESS

OCTOBER 2005



3432 N. 5th Street • North Las Vegas, NV 89032 Phone: (702) 734-0198 • Fax: (702)734-0396 E-mail: apcoconstruction.com • NCL: 14563

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name:	Manhattan West
Property Location:	Russell Road & I-215, Las Vegas, Nevada
Undersigned's Customer:	APCO Construction
Inv./Pmt Application No:	Payment Application #4 (Feb. 2008)
Payment Amount:	\$495,604.60

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials or equipment fumished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished that are not paid. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all laborers, subcontractors, materialmen and suppliers for all work, materials or equipment that are the subject of the waiver and release.

Dated: 4/23/08	Zitting Brothers Construction Inc.
	Signature: Zo.
	2 1
	Print: KOU THE
	Title: owner

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a Conditional Release form.

ZITTING BROTHERS CONSTRUTION, INC. CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property/Project Name:	MANHATTAN WEST
Property Location:	RUSSEL RD
Undersigned's Customer:	APCO CONSTRUCTION
Invoice/Payment Application Number:	4
Payment Amount:	\$495,604.44
undersigned, and when the check has been prodrawn, this document becomes effective to notice of lien right under U.C.A. §38-1, any and any rights under any similar ordinance, thas on the above described Property to the following the property/Project or to Zitting Brothers that does or may claim an interest in the property/Project or to Zitting Brothers that does or may claim an interest in the property/Project or to Zitting Brothers that does or may claim an interest in the property project and or will use the money he rechis laborers, subcontractors, materialmen and subject of this waiver and release. The under Construction, Inc., the Owner or any other project and or property from any and all loactions of any kind resulting from the undertine the construction of the undertine the underti	e work, materials or equipment furnished by the undersigned Construction, Inc., the Owner or any other person or entity roject or property which are the subject of the Invoice or retention withheld. The undersigned warrants that he either revives from this progress payment promptly to pay in full all d suppliers for all work, materials or equipment that are the ersigned shall indemnify and hold harmless Zitting Brothers person or entity that does or may claim an interest in the sses, fines, suits, damages, expenses, claims, demands and dersigned's failure to pay in full all its/his/her laborers, rall work, materials or equipment that were supplied or used
Dated: 2/19/08	ZITTING BROTHERS CONSTRUCTION
By:	- Macatrily

APCO00044698



3432 N. 5th Street • North Las Vegas, NV 890 Phone: (702) 734-0198 • Fax: (702)734-0396 E-mail: apocconstruction.com • NCL: 14563

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name:	Manhattan West
Property Location:	Russell Road & I-215, Las Vegas, Nevada
Undersigned's Customer:	APCO Construction
Inv./Pmt Application No:	Payment Application #003 (Jan. 2008)
Payment Amount:	\$408,225.70

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials or equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished that are not paid. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all laborers, subcontractors, materialmen and suppliers for all work, materials or equipment that are the subject of the waiver and release.

Dated: Zitting Brothers Construction Inc

Signature

Print:

Title:

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a Conditional Release form.

APCO00044699

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name:	MANHATTAN WEST
Property Location:	WEST LAS VEGAS
Undersigned's Customer:	APCO CONSTRUCTION
Invoice/Payment Application Number:	
Payment Amount:	\$408,225.33
undersigned, and when the check has been prodrawn, this document becomes effective to notice of lien, any private bond right, any cla	in the above referenced Payment Amount payable to the operly endorsed and has been paid by the bank on which it is release and the undersigned shall be deemed to waive any im for payment and any rights under any similar ordinance, the undersigned has on the above described Property to the
This release server a new reason server to the	work materials or equipment furnished by the undersigned

This release covers a progress payment for the work, materials or equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished that are not paid. Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials or equipment that are the subject of this waiver and release.

N.FORMS/LIEN RELEASES/CONDITIONAL PROGRESS

OCTOBER 2005

APC000044713



3432 N. 5th Street • North Las Vegas, NV 89032 Phone: (702) 734-0198 • Fax: (702)734-0396 E-mail: apcoconstruction.com • NCL: 14563

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name:	Manhattan West
Property Location:	Russell Road & I-215, Las Vegas, Nevada
Jndersigned's Customer:	APCO Construction
nv./Pmt Application No:	Payment Application #002 (Dec. 2007)
Payment Amount:	\$567,148.60

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials or equipment fumished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished that are not paid. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all laborers, subcontractors, materialmen and suppliers for all work, materials or equipment that are the subject of the waiver and release.

Dated: 2-29-68		Zitting Brothers Construction Inc.
	Signature: Print: Title:	William Z:TTIAC V.P.

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a Conditional Release form.

APCO00044714



3432 N. 5th Street • North Las Vegas, NV 89032 Phone: (702) 734-0198 • Fax: (702)734-0396 E-mail: apocconstruction.com • NCL: 14563

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name:	Manhattan West
Property Location:	Russell Road & I-215, Las Vegas, Nevada
Undersigned's Customer:	APCO Construction
Inv./Pmt Application No:	Payment Application #001.2 (Nov. 2007)
Payment Amount:	\$368,785.00

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials or equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished that are not paid. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all laborers, subcontractors, materialmen and suppliers for all work, materials or equipment that are the subject of the waiver and release.

Dated: 03/07/08

Signature: Some 27thing

Title:

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a Conditional Release form.

APCO00044728

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name:	MANHATTAN WEST
Property Location:	9121 WEST RUSSELL RD, LAS VEGAS
Undersigned's Customer:	APCO CONSTRUCTION
Invoice/Payment Application Number:	73663
Payment Amount:	\$368,785.00

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials or equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished that are not paid. Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials or equipment that are the subject of this waiver and release.

Dated

ZITTING BROTHERS CONSTRUCTION

(Company Name)

Its:

OCTOBER 2005 APCO00044739



3432 N. 5th Street • North Las Vegas, NV 89032 Phone: (702) 734-0198 • Fax: (702)734-0396 E-mail: apcoconstruction.com • NCL: 14563

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name:	Manhattan West
Property Location:	Russell Road & I-215, Las Vegas, Nevada
Undersigned's Customer:	APCO Construction
Inv./Pmt Application No:	Payment Application #001 (Partial)
Payment Amount:	\$800,000.00

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials or equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished that are not paid. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all laborers, subcontractors, materialmen and suppliers for all work, materials or equipment that are the subject of the waiver and release.

Dated: 02/c1/c3 Zitting Brothers Construction Inc.

Signature: Scam Zitting

Title: pres.

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a Conditional Release form.

APC000044744

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name:	Manhattan West	
Property Location:	3432 North 5 th street Las Vegas	
Undersigned's Customer:	APCO construction	
Invoice/Payment Application Number:	1	
Payment Amount:	\$800,000	

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials or equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished that are not paid. Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials or equipment that are the subject of this waiver and release.

Dated: 1/28/08 Zitting Brothers Construction		
		(Company Name)
	D	
	Ву:	Dam / //
	Its:	Sam Zitting - President
		ž.

OCTOBER 2005

APCO00044747

EXHIBIT 20

Electronically Filed 1/2/2018 11:39 AM Steven D. Grierson CLERK OF THE COURT 1 **RTRAN** 2 3 4 5 **DISTRICT COURT** CLARK COUNTY, NEVADA 6 7 APCO CONSTRUCTION, 8 CASE NO. 08A571228 Plaintiffs, 9 DEPT. XIII VS. 10 GEMSTONE DEVELOPMENT 11 WEST, INC., 12 Defendants. 13 14 BEFORE THE HONORABLE MARK R. DENTON, DISTRICT COURT JUDGE THURSDAY, NOVEMBER 16, 2017 15 16 RECORDER'S TRANSCRIPT OF HEARING 17 **RE: ALL PENDING MOTIONS** 18 19 20 (Appearances on Page 2) 21 22 23 24 RECORDED BY: JENNIFER GEROLD, COURT RECORDER Page 1 Case Number: 08A571228

 MR. ZIMBELMAN: Yes, Your Honor. That's me. It's with regard to Buchele. It appears that Mr. Buchele has passed away. Buchele, the entity, is long gone and we've had no contact with them for some time. There's really nothing I can do for them at this point.

THE COURT: All right. I've received no written opposition to it.

Apparently, there is no opposition to it. Cause appearing that motion's granted.

MR. ZIMBELMAN: Thank you, Your Honor.

THE COURT: Okay. Thank you. Now, let me tell you what's going to have to happen here. You have two alternatives. One, you can just briefly argue the matters, because I'm in the middle of a jury trial -- I'm at the end of a jury trial, we're settling jury instructions at 10 o'clock. We're behind on it. So I have very little time here.

So the idea would be you just emphasize the things you want me to take into account and I'll -- I'm going to have to take the case under advisement, okay, and issue a ruling -- rulings. The alternative is that I pass this to Tuesday, next Tuesday at 10 o'clock in the morning. I know we have calendar call on Monday, I believe, but you know, I can hear from you longer on Tuesday than I can today. Today's got to be very brief. Okay? It's well -- the case is well briefed, so, I mean --

MR. ZIMBELMAN: Yeah.

THE COURT: -- if you want to just deem it submitted, I'll --

MR. ZIMBELMAN: I think we -- very brief comments and deem it submitted.

THE COURT: Just emphasize the things you want me to pay particular attention to because I --

MR. ZIMBELMAN: I understand.

2

THE COURT: Okay.

3

4

MR. ZIMBELMAN: Can I do the motion for summary judgment

regarding pay-if-paid?

5

THE COURT: Okay. Is that okay with everybody?

6

MR. ZIMBELMAN: It might be the most pressing.

7

MR. MOUNTEER: Sure.

8

THE COURT: Okav.

9

10

MR. ZIMBELMAN: Thank you, Your Honor. So the only thing I would

11

like that -- obviously, we briefed this well, but I'd like you to focus on two things.

One is the Bullock decision. It's extremely clear the Supreme Court has spoken

12

on the fact that pay-if-paid is void and unenforceable. While there's a reference

13

in a footnote to a limited exception, that just doesn't apply, right. And If you read

14

the actual statute, NRS 624.624, that limited exception is simply talking about the

15

remedy for stopping work. It's at 626. And that extends to 45 days, right.

16 17

stop work, stop work on the project, terminate the contract, and you know, and be

The subcontractors that go need to actually issue a notice of intent to

18

entitled to some of the other remedies that 626 entitles it to. Including, you know,

19

to have its change orders be deemed approved, to have its pay application be

20

deemed approved, to be immune from defenses that might come back to it.

21

624.624 spells out exactly when the general contractor can withhold money and

22

the only times it can withhold money. And the only times it can do that is by

23

issuing a notice of withholding.

24 25

None of that has happened. It's never happened. It's been nine years. My clients are entitled to be paid and it's as simple as that. You can't just

hide behind this agreement that says, you'll look to the owner, because that's pay-if-paid. And that is what's prohibited expressly by the Supreme Court.

THE COURT: Is that the *Manhattan West* -- is that the case you're referring to? Which case were you referring to a minute ago?

MR. ZIMBELMAN: The Bullock decision.

THE COURT: The Bullock decision.

MR. ZIMBELMAN: Yeah. Lehrer McGovern Bovis versus Bullock.

THE COURT: Okay.

MR. ZIMBELMAN: Right. And there were a couple of decisions, the second one, the Supreme Court sort of amended it by putting in a footnote that, you know, everybody wants to rely on now and say oh, there might be a limited exception for pay-if-paid, but the statute 624.624 is extremely clear that there really isn't an exception, anytime. It works in favor of the lower tiered subcontractor, right, because it says exactly when they have to be paid.

And the absolute outside is 30 days after submitting a request for payment if there's no schedule of payments. And one of the arguments that's been made is that the schedule of payments is you'll get when we get paid, right. That that's -- that's just the same thing. That's a completely circular argument. So if you're -- if you have an obligation to pay, you can't avoid it and the statute says you can't have provisions -- conditions, stipulations, or provisions that avoid the obligations of the statute.

THE COURT: Okay.

MR. ZIMBELMAN: So I think -- I think the legislature and the Supreme Court have been very clear and have made it extremely difficult to get around that provision. Thank you.

THE COURT: All right. Thank you. We're -- okay. Are there any of the joinders want to say anything very briefly? Okay.

MR. LAI: Zitting Brothers actually submitted a separate motion for summary judgment that sort of followed along what Eric Zimbelman had said in his and I can briefly summarize those arguments, if you'd like.

THE COURT: Well, is that okay with you?

MR. MOUNTEER: That's fine with me, Your Honor.

THE COURT: Go ahead.

MR. LAI: Kind of tagging on, Zitting also asserted the avoidance of the pay-if-paid provision, but more importantly in its motion for summary judgment, Zitting has also asserted the fact that Apco, at this stage of the litigation, cannot assert any other defenses besides the enforceability of the pay-if-paid provision because under Rule 37 subsection (c) subsection (1), there's an automatic preclusion unless Apco can show that this nondisclosure and other defenses was substantially justified or that the late disclosure at this end of the game did not harm Zitting. And they can't show that based on the briefing. And the Court can look at the briefing for a detailed explanation for that purpose.

But moving on to the actual merits of the breach of contract claim, which we discussed in our motion, was that there's a strict legal issue on the liability for breach of contract that this Court can resolve as a matter of law. For example, under the contracts sections 9.4 specifically, indicates that if there's a termination of the prime contract between the owner and Apco, it provides an automatic payment for all the work completed by Zitting. And more importantly, under section NRS 624.626, if Apco's right that the contract between Zitting and Apco are terminated, that statute also provides for automatic payment for all the

 work completed to date. These are automatic payments. Zitting doesn't need to submit any request for payment. These are amount that are due and payable as of date of termination. And Apco's never refuted that the contracts were terminated so on that specific issue alone, it warrants a liability finding by this Court on breach of contract.

THE COURT: All right.

MR. MOUNTEER: Good morning, Your Honor, Cody Mounteer on behalf of Apco. Let me touch on Zitting's motion first. With all due respect, counsel's argued issues that have not been briefed in the pleadings, so we'd like to reserve our right to address those contractual defenses. And I wanted to specifically discuss these contractual defenses because we did, in fact, through our 30(b)(6) witness testify to the defenses that we have. Zitting was at the deposition, took over a hundred pages of deposition of Ms. Mary Jo Allen regarding payment, regarding the contract clauses, and it was clear what the defenses are.

This was also six months before we even had the opportunity to take Mr. Zitting's deposition. And Mr. Zitting's deposition, you could see, Your Honor, has completely and 100 percent contradicting statements from the declaration that he provided to this Court. And with the short time that I have before this Court, I want to draw attention to that because for the very reason alone that Mr. Sam Zitting testified to this Court on July 31st, that we had drywall complete in Buildings 8 and 9 and then testified during his deposition that he was not aware if drywall was completed and that he didn't know or have any documents to support the drywall was completed. When in fact, we have provided evidence in our moving papers to show that Buildings 8 and 9 were in fact anywhere between

60 to 80 percent complete; creates an issue of material fact for this Court to hear and to reserve over for trial to deny Zitting's motion in its entirety.

Moving onto the pay-if-paid. Your Honor, I'm going to refer to Helix in general, I know there's been a lot of moving parties, but they're the ones that primarily brought the motion and there's been joinders and also will apply to Zitting too. What they're asking the Court to do is give an advisory opinion. What we've shown in our moving papers is that the pay-if-paid clause is not clear and that's through, if you want to call it *Bullock* or *Lehrer*, I call it the *Lehrer* case. *Lehrer* one was clarified by *Lehrer* two. There was a lot of confusion between the two cases. That's why we had to have *Lehrer* two come out only a few short months later. The revised opinion in *Lehrer* two attempted to clarify portions of the decision regarding the inconsistent verdicts.

Now, without explanation, the new decision actually removed the language that the pay-if-paid provisions are per se unenforceable and replaced it with this. Pay-if-paid provisions entered into subsequent to the legislature's amendment are enforceable only in limited circumstances and are subject to the restrictions laid out in the statute. The restrictions laid out in the statute are in our brief, but specifically, You Honor, I want to touch on three of them, two, three, and four. The Court needs to consider factors that are laid out in the statute whether the clause is unreasonable under the circumstances, was not within the contemplation of the parties at the time the agreement was entered into or for which the lower-tier subcontractor is not responsible. Those are factors in fact that need facts applied. We have to have facts.

The payment schedule in the contracts that was spoken of by Helix have specific pre-conditions that have to be met. During Mr. Zitting's deposition

 he admitted those pre-conditions weren't met. The fact of the matter is, we have to know whether Helix even met those pre-conditions because if those pre-conditions in the contract were not met, that brings us all back to a famous case that was decided by this Court, *Padilla*. I'm sure Your Honor's familiar with it. Where the Supreme Court came down and Your Honor had held that if we have pre-conditions in a contract for payment, and those pre-conditions are not met so payment's not due, we don't even get to the pay-if-paid clause.

So there are a number of factors. One, we have inconsistent testimony by Zitting that should deny their entire motion so the Court can actually have Mr. Zitting on the stand and test his voracity to the statements that he's already provided this Court. And two, we have to have facts to be able to apply it to NRS 624 statute in order to grant these motions. And without those, granting would be nothing more than an advisory opinion by the Court so we respectfully request both those two motions be denied. Thank you, Your Honor.

THE COURT: Okay.

MR. MORRIS: Very quickly, Your Honor. Steven Morris on behalf of Camco. We would join in the arguments presented by Apco's counsel. We'd also draw the Court's attention to Camco's proposition, specifically Exhibit B, Your Honor, and this is Bates labeled Camco-MW00030. Camco was in a somewhat of a different situation as Your Honor will recall from these facts. Camco was the follow-on general contractor on this project after the Apco contract was terminated in or about August 2008. Camco was on the project approximately four months before funding was pulled.

Camco's dealings with the various subcontractors were different and the differences are pointed out in -- in the Exhibit B, the Bates number that I just

presented Your Honor. So again, we would join with the arguments made with respect to the pay-if-paid and Camco is in a different position. Your Honor, we respectfully request this. This trial can be streamlined as it pertains to Camco, essentially, these lien claimants, some of which don't even have contracts with Camco are alleging that Camco should be the de facto lender and owner of the project and guarantor for the amounts that they claim to be due and owing when those amounts never came through Camco and that is pointed out in the exhibit

THE COURT: All right. Thank you.

that I presented. I'll submit on that, Your Honor.

MR. ZIMBELMAN: May I have one minute to reply on the *Padilla* issue?

THE COURT: Yes.

MR. ZIMBELMAN: As the Court probably knows, *Padilla* is not a published decision and it was referred to by counsel as that famous -- it's probably famous to Your Honor because you were the trial judge, but it's not famous to me. I am, however, familiar with it and from what I can tell from the Supreme Court's own published decision, nobody ever raised the pay-if-paid question in that case. And it certainly wasn't addressed by the Supreme Court's decision.

And furthermore, as I understand *Padilla*, there was an allegation that *Padilla* had done shoddy work and that that had been brought to *Padilla*'s attention by the general contractor. *Padilla* ignored those concerns and never satisfied the owner as to the quality of its work. We don't know if a notice of withholding had been made or what conditions had occurred there. None of that is apparent from the Supreme Court's unpublished decision.

Page 12

So I can tell you here, and you'll see it in one of our motions in limine, there is no evidence, zero evidence of -- of improper work, of defective work, of work that failed to comply or to conform to contract. So that's clearly not the same factual situation and again, legally, pay-if-paid wasn't apparently addressed. Maybe it was in your court, it certainly isn't in the Supreme Court's decision, so. Thank you.

THE COURT: All right. Thank you.

MR. LAI: Your Honor, if I could respond.

THE COURT: Real quickly.

MR. LAI: Just going to put some comments about the Rule 37 conclusion. Apco's relying on a 30(b)(6) deposition that occurred in 2017, seven years after they swore up-and-down that the only defense that they're relying on was the pay-if-paid provision. We actually sent specific interrogatories back in 2010 asking them to provide all factual basis for the fact that Zitting did not comply with the condition precedent to the contract, their specifically -- their 12th affirmative defense. And Apco in their response mentioned only the pay-if-paid provision.

We crafted a very limited discovery plan to explore solely that issue and prepare motions for summary judgment solely on that specific issue and they raise a defense seven years later on a 30(b)(6) deposition that wasn't even a 30(b)(6) witness for the affirmative defenses. Their 30(b)(6) witness on affirmative defenses actually testified under oath that they're still relying on the pay-if-paid provision and that was also taken place one month before their deposition testimony that they're relying on right there.

So Zittting and the rest of the subcontractors have been misled for

seven years by this defense that they're asserting on. Now, they're [indiscernible] at the 11th hour and that's fundamentally unfair, Your Honor.

THE COURT: All right. Thank you.

MR. MOUNTEER: You -- briefly, just 30 seconds. Your Honor, if you'll recall for the first time that we want to talk about any prejudice, they've had our 30(b)(6) deposition for six months. We testified to many defenses. We were able to get our discovery plan and everything figured out exactly what Mr. Zitting was testified to not even 30 days ago. There's no prejudice here. The case must be tried on its merits.

MR. ZIMBELMAN: Can I give the Court one citation on that *Padilla* -- THE COURT: Quickly.

MR. ZIMBELMAN: -- question? There actually is a published Supreme Court decision from 2016 that affirmed the pay-if-paid provisions in *Bullock* and that is the *Cashman Equipment* decision and it's 380 P.3rd 844 132 Nevada Advanced Opinion 69.

THE COURT: All right.

MR. ZIMBELMAN: Thank you, Your Honor.

THE COURT: I got a slew of -- yeah what are you going to address?

MR. TAYLOR: Just one really quick comment on one of the motions in limine before we close up. National Wood, in our complaint we said that we found Apco and Camco to be jointly and separately liable for our claims. The special master asked us to allocate between one and the other and it said that that was for budgeting purposes only, it wouldn't be held against us.

So we did allocate between the portion of our claim that related to the time before Camco and the portion that related after. But at no point in time did

we ever say we were backing off of our complaint saying joint and several liability. Recently, Apco said well, we didn't understand that you meant joint and several when you said joint and several so we clarified that later, but clarifying it later shouldn't -- has not prejudiced Apco. They could have prepared their defense entirely totally from day one based on our language of our complaint. Thank you.

THE COURT: All right. Did you want to address that?

MR. JEFFERIES: Your Honor, Randy Jefferies. We filed a motion in limine that has seven motions subsumed in one. I just want to address our motion number seven given the time constraints.

THE COURT: I thought you were going to respond to what he just said.

MR. JEFFERIES: I -- I am because he essentially addressed my motion in limine on September 30, 2016, National disclosed specifically to Apco \$30,110. On March 3, 2017, again confirmed the damages they were seeking against Apco was \$30,110. And then six days ago we get a disclosure of 1. -- approximately 1.2 million dollars. And that is clearly improper under any set of circumstances and they were making those \$30,000 disclosures and designations within their joint and severable context. Secondly, within our motion in limine number seven is we're asking the Court to restrict Helix to the damages that its PMK testified to.

THE COURT: Okay. This is all briefed, right?

MR. JEFFERIES: It is.

THE COURT: Okay. Thanks.

MR. ZIMBELMAN: Just briefly on the Helix part --

THE COURT: Okay.

MR. ZIMBELMAN: -- of the motion in limine seven. You know, their motion was based in part upon the special master questionnaires which, of course, were, you know, were intended to be informative only. But nonetheless, it's out there and that special master questionnaire from Helix clearly identified Helix's damages of about 2.9 million and we've subsequently reduced that.

THE COURT: Right.

MR. ZIMBELMAN: But those were intended against both Apco and Camco together. That was our position. It's always been our position.

THE COURT: All right. Thank you very much. That's all the time I've got so the matter stands submitted. It's been briefed. I'll issue my rulings as soon as I can. I'll see you Monday at the calendar call at 2 o'clock.

ALL COUNSEL: Thank you, Your Honor.

[Hearing concluded at 9:27 a.m.]

* * * * * *

ATTEST: I do hereby certify that I have truly and correctly transcribed the audio/video proceedings in the above-entitled case to the best of my ability.

Jennifer P. Gerold

Court Recorder/Transcriber

EXHIBIT 21

Electronically Filed 01/23/2015 11:33:50 AM

NJUD 1 Melissa A. Beutler, Esq. (10948) HOLLAND & HART LLP 9555 Hillwood Drive, 2nd Floor

3 Las Vegas, Nevada 89134 Phone: (702) 669-4600 Facsimile: (702) 669-4650 mabeutler@hollandhart.com

Attorneys for Defendant/Counterclaimant Big-D Construction Corp.

CLERK OF THE COURT

6

7

8

10

11 12

13

14 15

16

HOLLAND & HARTLLP 9555 Hillwood Drive, 2nd Floor Las Vegas, NV 89134

17

18

19 20

21

22

23 24

25

26

27

28

DISTRICT COURT

CLARK COUNTY, NEVADA

PADILLA CONSTRUCTION COMPANY OF NEVADA, a Nevada corporation,

Plaintiff,

BIG-D CONSTRUCTION CORP., a Utah corporation, FIDELITY & DEPOSIT COMPANY OF MARYLAND, a Maryland corporation, DOE CORPORATION I through DOE CORPORATION V, and ROE I through ROE V individuals;

Defendants.

BIG-D CONSTRUCTION CORP., a Utah corporation,

Counter-Claimant,

vs.

PADILLA CONSTRUCTION COMPANY OF NEVADA, a Nevada corporation,

NOTICE OF ENTRY OF FINDINGS OF FACT AND CONCLUSIONS OF LAW

CASE NO.: A-10-609048-C

AND JUDGMENT

DEPT. NO.: XIII

Counter-Defendant.

PLEASE TAKE NOTICE that the Court entered a Findings of Fact and Conclusions of

Law, attached hereto as Exhibit "1," and a Judgment, attached hereto as Exhibit "2," on the 22nd

day of January, 2015.

DATED: January 23, 2015.

Melissa A. Beutler, Esq. (10948) 9555 Hillwood Drive, 2nd Floor Las Vegas, Nevada 89134 Attorneys for Big-D Construction

CERTIFICATE OF MAILING

I hereby certify that on the 23rd day of January, 2015, I served a true and correct copy of the attached NOTICE OF ENTRY OF FINDINGS OF FACT AND CONCLUSIONS OF LAW AND JUDGMENT by placing a true and correct copy of the aforementioned in the U.S. mail, postage prepaid in full, addressed to the following:

Bruce R. Mundy, Esq. (6068) 200 South Virginia St., Eighth Fl. Reno, Nevada 89511 Attorneys for Padilla Construction Co. of Nevada

An Employee of Holland and Hart, LLP

7472250_1

HOLLAND & HARTLLP 9555 Hillwood Drive, 2nd Floor Las Vegas, NV 89134

EXHIBIT "1"

EXHIBIT "1"

'Electronically Filed 1 **FFCL** 01/22/2015 02:46:32 PM 2 3 DISTRICT COURT CLERK OF THE COURT **CLARK COUNTY, NEVADA** 5 PADILLA CONSTRUCTION COMPANY OF NEVADA, a Nevada corporation, CASE NO.: A-10-609048-C DEPT. NO.: XIII Plaintiff, 7 8 FINDINGS OF FACT AND CONCLUSIONS OF LAW BIG-D CONSTRUCTION CORP., a Utah 9 corporation, FIDELITY & DEPOSIT COMPANY OF MARYLAND, a Maryland corporation, DOE CORPORATION I through 10 DOE CORPORATION V, and ROE I through 11 ROE V individuals; 12 Defendants. 13 BIG-D CONSTRUCTION CORP., a Utah corporation, 14 Counter-Claimant, 15 16 PADILLA CONSTRUCTION COMPANY OF 17 NEVADA, a Nevada corporation, 18 Counter-Defendant. 19 20 THIS MATTER having come on for non-jury trial on December 2 and 3, 2014, 21 Plaintiff, PADILLA CONSTRUCTION COMPANY OF NEVADA, appearing by and through 22 BRUCE R. MUNDY, ESQ., and Defendants, BIG-D CONSTRUCTION CORP. and 23 FIDELITY & DEPOSIT COMPANY OF MARYLAND, appearing by and through, MELISSA 24 BEUTLER, ESQ. of the Law Firm, HOLLAND & HART, LLP; 25 AND, the Court having heard the testimony of witnesses, having reviewed the evidence 26 provided by the Parties, having heard the arguments of counsel, and having read and considered 27 the briefs of counsel and good cause appearing; 28 MARK R. DENTON

DISTRICT JUDGE
DEPARTMENT THIRTEEN
LAS VEGAS, NV 89155

¶ 4.

NOW, therefore, the Court hereby enters the following

FINDINGS OF FACT

A. The Project

- 1. International Game Technology ("IGT") constructed a show place international headquarters in Las Vegas, Nevada (the "Project"). Pretrial Order, Stipulated Fact ¶ 1.
- 2. In June 2006, Big-D entered into a construction agreement with IGT (the "Construction Agreement") to act as the general contractor on the Project. *Id.* at ¶ 2.
- 3. The Project's design called for a significant portion of the exterior and the interior lobby to be finished with large sandstone panels to be installed over a two-coat stucco system. *Id.* at ¶ 3.
 - 4. IGT occupied the nearly completed Project in the summer of 2008. *Id.* at
- 5. After a piece of large stone tile fell from a high elevation on the exterior of the Project in December 2008, IGT initiated an investigation into the installation of the stone work during the spring of 2009. *Id.* at ¶ 5.
- 6. IGT determined the original stone installation was unsafe and rejected the work. IGT required Big-D to remove and replace all of the interior and exterior stone work (with the exception of a few isolated areas of low-elevation, interior stone). IGT prepared design documents from the stone replacement project in June 2009. *Id.* at ¶ 6.
- 7. However, because the stone could not be removed without damaging the underlying stucco substrate, IGT also directed Big-D to remove and replace the original, two-coat stucco system in addition to replacing the stone installation (the "Stone Replacement Project"). *Id.* at ¶ 7.

B. Padilla Subcontract Agreement

8. In August, 2009, prior to receiving confirmation that Big-D would perform the Stone Replacement Project, IGT contacted Padilla Construction Company of

28
MARK R. DENTON
DISTRICT JUDGE

DEPARTMENT THIRTEEN LAS VEGAS, NV 89155

MARK R. DENTON DISTRICT JUDGE

DEPARTMENT THIRTEEN LAS VEGAS, NV 89155 Nevada ("Padilla") about performing the stucco work for the Stone Replacement Project. In early August 2009, after Big-D agreed to perform the Stone Replacement Project, Padilla contacted Big-D directly to inquire about performing the stucco portion of the Stone Replacement Project. Testimony of Brent Brinkerhoff (Big-D).

- 9. On August 13, 2009, Padilla provided Big-D written information on its company, including a description of its experience and references. Trial Exhibit 13. Big-D reviewed the information, checked the references, and determined that Padilla was qualified to complete the Work. Testimony of Brent Brinkerhoff (Big-D).
- 10. On August 18; 2009, Padilla, IGT, Ian Chin (IGT's expert consultant), HDR (the architect), and Big-D attended a meeting on the Project site to discuss the replacement project, including its schedule and quality control requirements. Trial Exhibit 15.
- Subsequent to the meeting, on August 19, 2009, Big-D issued a notice to proceed with the work to Padilla and further advised Padilla that it intended to issue it a subcontract agreement. Trial Exhibit 23.
- On August 24, 2009, Padilla entered into the Subcontract Agreement with Big-D to furnish all labor, materials, equipment, and necessary services to install complete exterior and interior stucco (Plaster) including, lath, scratch, and brown coat (the "Padilla Work") for the Stone Replacement Project. Trial Exhibit 1, Subcontract Agreement; Pretrial Order, Stipulated Facts ¶ 8.
- 13. The Padilla Work was required to conform to the Plans and Specifications which are included as Trial Exhibit 3, Plans and Trial Exhibit 4, Specifications. Pretrial Order, Stipulated Facts ¶ 9.
- 14. Under the terms of the Subcontract Agreement, Big-D was to pay Padilla \$214,868 for the completion of the Padilla Work. Pretrial Order, Stipulated Fact ¶ 10; Trial Exhibit 1.
- 15. On August 25, 2009, Big-D paid Padilla a \$25,000 initial payment prior to Padilla commencing the Padilla Work. Pretrial Order, Stipulated Fact ¶ 11; Trial Exhibit 5.

MARK R. DENTON DISTRICT JUDGE DEPARTMENT THIRTEEN LAS VEGAS, NV 69155 16. Big-D was required to complete the Stone Replacement Project by the beginning of October 2009—in time for IGT to host a large customer event at the Project. The schedule was aggressive but achievable and all parties, including Padilla, were aware of the schedule requirements. Testimony of Brent Brinkerhoff (Big-D).

C. Stucco Installation Process

- 17. The two-coat stucco system in the Padilla Work involved an initial coat (called the scratch coat) and a second coat (called the brown coat). Pretrial Order, Stipulated Fact ¶ 18.
- 18. A metal lath system was to be installed underneath the two-coats of stucco material. *Id.* at 19.
- 19. The stucco material was to be purchased as a preblended cement + sand mixture provided in bag form from a supplier. *Id.* at 20.
- 20. After the scratch coat was installed, it was to cure (properly dry) before the brown coast was installed. *Id.* at 21.
- 21. To adhere the brown coat to the scratch coat, the scratch coat was to be scored with grooves, and then the brown coat was to be installed on top of the scratch coat and pressed firms into the grooves. *Id.* at 22.
- 22. Once the brown coast was installed, it was to cure before the stone veneer was installed. *Id.* at 23.
- 23. The Specifications included specific requirements regarding the installation of the Padilla Work, including the following:
 - a. Minimum plaster thicknesses as specified [in included chart].

 Trial Exhibit 4, Section 09220 at 3,4G.
 - b. The scratch coat was to be "[h]orizontally cross-rake[d] to provide key for second Base Coat (brown coat)." *Id.* at Section 09220 at 3.4°C.
 - c. The base coat was to be "[a]pplied so that it meets the required total thickness" and "not vary more than 1/4 IN." *Id.* at Section 09220 at 3.4D 1, 2.

DISTRICT JUDGE
DEPARTMENT THIRTEEN
LAS VEGAS, NV 89155

MARK R. DENTON

 d. Remove and replace unacceptable plaster and base. *Id.* at Section 09220 at 3.10D.

- 24. The Specifications, at Section 092200 at 1.1.A, provided that the Padilla Work was to comply with the following plastering standards: (a) ASTM-C926, Trial Exhibit 89; (b) Portland Cement Association Plaster (Stucco) Manual, Trial Exhibit 90; and (c) per Building Code, as locally adopted, Trial Exhibit 91. *Trial Exhibit 4*, Section 09220 at 1.1.A.
- D. Stucco Mix Selection/Determination of Cure Time.
- 25. On August 26, 2009, Padilla requested approval for the stucco mix identified as Expo MX³. Pretrial Order, Stipulated Fact ¶ 25; Trial Exhibit 26.
- 26. That same day, HDR, IGT's architect approved use of the EXPO MX3 stucco mix product. Pretrial Order, Stipulated Fact ¶ 26; Trial Exhibit 28.
- 27. Pursuant to both the Subcontract Agreement and industry practice,
 Padilla was responsible for determining the appropriate cure time to be allowed between the
 two coats of the stucco and prior to installation of stone. Testimony of lan Chin (IGT);
 Testimony of Brent Brinkerhoff (Big-D).
- 28. As part of the Architect's approval of the product, the Architect (HDR) directed that Padilla install the stucco product in accordance with the manufacturer's cure instructions. Trial Exhibit 31. On or about August 26, 2009, Padilla consulted with the EXPO representative. In response, the EXPO representative provided information to Padilla on August 26, 2009, that specified that "standard cure times" applied. Trial Exhibit 32. Standard cure times were at least 1 day for the scratch coat and 7 days for the brown coat. Trial Exhibit 37; 38-2.
- 29. IGT further requested Mr. Chin review the proposed cure times to confirm they were appropriate. Trial Exhibit 38-2. On September 2, 2009, Mr. Chin confirmed that the standard cure times were consistent with published industry materials and compliant with local building codes. *Id.*

MARK R. DENTON DISTRICT JUDGE

DEPARTMENT THIRTEEN LAS VEGAS, NV 89156

E. Performance of the Work.

- 30. Padilla started onsite work on August 31, 2009, at 1:00 p.m., with lath installation. Pretrial Order, Stipulated Fact ¶ 27; Trial Exhibit 17, (PADILLA000100).
- 31. Padilla's on-site superintendent prepared and maintained daily logs of the progress of Padilla's work. Pretrial Order, Stipulated Fact ¶ 29; Trial Exhibit 17, (PADILLA000083-102).
- 32. After Padilla installed the brown coat on each area of the exterior, Big-D caused the brown coat to be marked with the date and time so that it could ensure that the brown coat was allowed to cure for the full seven day period. Testimony of Brent Brinkerhoff.

F. Padilla Work on Exterior Separates.

- 33. On September 10, 2009, project representatives observed separation between the brown and scratch coats during installation of stone on two exterior columns (XC@X4 and XC@X3). Pretrial Order, Stipulated Fact ¶ 30. In addition, Padilla's on-site superintendent reported separation to Padilla management. *Id.*; Trial Exhibit 17 (PADILLA00090).
- 34. On September 10, 2009, IGT informed Ian Chin of Wiss Janey, its consultant, of the separation and requested his professional opinion as to how to proceed. Trial Exhibit 403. Mr. Chin reviewed photographs of the work and observed the following visual deficiencies in the Padilla Work: (a) the Padilla Work was not appropriately "scored" in a manner that would allow proper bonding between the brown coat and the scratch coat as required by the Plans and Specifications; and (b) the Padilla Work did not appear to be properly hydrated for the brown coat to become cementatious. Trial Exhibits 403, 404, 405, 446-450.
- 35. Mr. Chin further requested that IGT provide him samples of the installed product for testing. Pursuant to his request, IGT removed portions of the Padilla Work and overnighted them to Mr. Chin's laboratory for testing. Testimony of Ian Chin (IGT).
- 36. On September 11, 2009, Padilla's on-site superintendent reported separation issues to Padilla management. Pretrial Order, Stipulated Fact ¶ 31; Trial Exhibit 21.

MARK R. DENTON DISTRICT JUDGE

DEPARTMENT THIRTEEN LAS VEGAS, NV 89155

- 37. That same day, IGT provided Mr. Chin with photographs of the separations. Testimony of Ian Chin (IGT).
- 38. Even though IGT, Big-D and Padilla were all aware of the separation, as of the morning of September 14, 2009, both Padilla and Big-D believed that any issues with separation were only incidental issues and did not indicate a wide-spread problem with the Padilla Work. Testimony of Brent Brinkerhoff (Big-D); Trial Exhibit 400.
- 39. As the stone work continued over the Padilla Work on September 14,2014, it became evidence that there was a global failure in the Padilla Work.
- 40. It is undisputed that Padilla was actively aware of the separation issues as they were occurring. In fact, field notes by Padilla's superintendent show that Padilla's crews reported the separation to Padilla management. Rather than investigate and seek to remediate, Padilla management simply instructed its crews to keep working. Trial Exhibit 17, PADILLA000090 to 96. Padilla's field notes indicate as follows:

Date	Notation
September 10, 2009	"The brown is pulling from the scratch on the first two columns that we scratch and brown after the mock-up."
September 11, 2009	"We have the same problem on the brown coat on the second column when the stone installers do the bonding test the brown pulls from the scratch. Call Joe [Lopez] let him know. Also, Joe [Padilla management] says for me to keep doing the production."
September 15, 2009	"Today, 3 more areas where install stone when stone installers pull it to check bonding, brown coat came loose from scratch coat. Joe Lopez [Padilla management] let him know what happened. His response was for me to keep doing what I was doing and that nothing was wrong."
September 16, 2009	"Today, two more areas came loose."

Id. (emphasis added). Padilla management instructed the Padilla crews to keep working, despite the indications of failure in Padilla's Work. Id. at PADILLA00091 and 95.

41. On September 15, 2009, in addition to the dialogue at the project site regarding the separation, Big-D's management informed Padilla's management of the then

wide spread failure of the Padilla Work. Big-D requested Padilla to investigate and enlist the support of the manufacturer of the product. (forward IGT's report of separation). Pretrial Order, Stipulated Fact ¶ 32; Trial Exhibit 44. Padilla placed a telephone call to the EXPO representative Mark Arriolla to discuss the issues. Pretrial Order, Stipulated Fact ¶ 32; Trial Exhibit 47.

- 42. Mr. Chin received the results of laboratory testing, evaluating the installed Padilla Work on September 15, 2009. Testimony of Ian Chin; Trial Exhibit 406. The laboratory testing results provided technical support for the failures in the Padilla Work that were readily visible on the Project site and identified the following deficiencies in the Padilla Work:
 - a. <u>Hydration</u>. Padilla failed to properly hydrate its stucco mix. Without adequate water, the Padilla stucco failed to activate the cement. In turn, the cement did not turn into a paste to bind all of the components –i.e., the sand and other aggregate components in the stucco- to form a solid mass. Testimony of Ian Chin (IGT).
 - b. <u>Compaction</u>. Padilla failed to properly compact the Padilla Work. The second coat of stucco must be applied with sufficient pressure against the first coat. Padilla did not install the brown coat with sufficient pressure against a scratch coat to make sure that it was properly bonded to the scratch coat.
 - c. <u>Scoring</u>. Padilla failed to properly "score" the first layer of stucco. The first layer of stucco should have created a "key" for the second layer of stucco to bond firmly to. The scoring on the first layer of stucco was insufficient to create such a "key" and therefore, the second layer of stucco could not bond to it.

 Testimony of Ian Chin (IGT).
 - d. <u>Contamination</u>. Padilla conceded that the Padilla Work contained contaminates in the form of "raisin-like" particles that adhered to the Other

28
MARK R. DENTON
DISTRICT JUDGE

DEPARTMENT THIRTEEN LAS VEGAS, NV 89155

1

6 7 8

9

10

5

16 17

18

15

19 20

21 22

23

24 25

26 27

28

MARK R. DENTON DISTRICT JUDGE

Subcontractor Work. Pretrial Order at 14:11,18-20, Designated Testimony, Lopez Deposition at 32:5-37:7¹; 43:1-45:20.

The failure to properly hydrate the mixture and properly score the scratch coat were so apparent they can be confirmed by visual inspection of the photographs of the Padilla Work. Exhibits 402, 403, and 404.

- The separate issue culminated with a meeting on site on September 16, 43. 2009, at 11:00 a.m.. Pretrial Order, Stipulated Fact ¶ 34; Trial Exhibit 46. IGT, HDR (the Architect); Mr. Chin; Big-D; and Padilla representatives were all on site for the meeting. Trial Exhibit 15.
- 44. Based upon his visual observations and the results of the laboratory testing, Mr. Chin advised IGT that the Padilla Work on the exterior of the building should be rejected. Testimony of Ian Chin. IGT rejected the Padilla Work on the exterior of the building pursuant to Mr. Chin's advice, including but not limited to Mr. Chin's belief that if the exterior of the building was not installed to the standards, there should be diminished confidence in the system's ability to take and handle future application of stone. Pretrial Order at 18:16-19; Designated Testimony, IGT Deposition at pp. 85-88.2
- Padilla was present at the Project site on September 16, 2009when IGT 45. rejected the Padilla Work on the exterior of the building. Therefore, it is undisputed that Padilla was immediately aware that IGT had rejected its work. That same day, Big-D requested that IGT allow testing of the interior Padilla Work prior to rejecting it. Big-D made

[&]quot;A: I saw in the cement what appeared to be chunks of brown clay....The speculation was that when they mixed the cement for this project, this pre-sanded cement, they had left in the barrel for the mixing process some leftover stucco in that barrel and that is what we were seeking, was the remnants of them not having a clean bowl." Id. at 32:5-35:10.

Mr. Stecker was designated by IGT as a Rule 30(b)(6) witness and provided deposition testimony. Portions of that deposition testimony have been designated to be included with the trial record. Exhibit D, IGT Deposition (excerpts) (Stipulated Designation, Pretrial Memorandum at pp 17-19).

MARK R. DENTON

DISTRICT JUDGE

DEPARTMENT THIRTEEN LAS VEGAS, NV 89155 arrangements for the testing to occur on September 23, 2009 and Padilla requested the manufacturer of the stucco product to send representatives to participate in and observe the testing.

G. IGT Directs Different Exterior System After Rejection of Padilla Work.

- 46. Because the IGT Stone Repair was required to be completed by October 2009, IGT determined on September 17, 2009 that there was insufficient time to replace the rejected Padilla Work on the exterior of the building with a similar two-coat stucco system. As a result, IGT decided to replace the Padilla Work with a cement board product instead. The cement board product would not require cure time prior to installation of the exterior stone.
- 47. At IGT's direction, Big-D and its subcontractors immediately demolished the rejected Padilla Work on the exterior of the building on September 17, 2009.

H. Big-D Defends Padilla Work on Interior of Building.

- 48. On September 16, 2009, when IGT rejected the Padilla Work on the exterior of the Project, Big-D defended the Padilla Work on the interior of the Project. Big-D maintained that it believed that the interior Padilla Work was compliant with the Plans and Specifications. IGT and Big-D agreed to perform testing on the interior of the Project to determine whether the interior Padilla Work was in fact suitable. They scheduled the testing for September 23, 2009. Pretrial Order, Stipulated Fact ¶ 36; Trial Exhibit 55.
- 49. On September 17, 2009, Ian Chin performed various tests on the interior of the Project to evaluate the Padilla Work. The testing revealed that the interior Padilla Work was also insufficient and failed to comply with the Plans and Specifications.
 - a. Mr. Chin took 14, 3-inch diameter core samples of the Padilla Work.
 - b. Of those samples, 3 were un-usable.
 - c. Of the 11 usable samples, on 8 samples, the brown coat was not properly bonded to the scratch coat. The brown coat was only bonded to the scratch coat on 3 of the usable samples.

16 17

18

19

20

21

22

23

24

25

26

27 28

d. In addition, on 7 of those samples, the scratch coat was not properly roughened to receive the brown coat.

On 1 sample, only 50% of the brown coat was bonded to the e. scratch coat.

In addition, on nearly all samples the thickness of the brown coat and the scratch coat failed to conform to the thickness required by the Plans and Specifications.

- On September 23, 2009, Big-D performed various additional pull tests on the interior Padilla Work. HDR, IGT, Padilla, Big-D, Mr. Chin, two representatives from EXPO (the stucco product manufacturer), and the experts retained by Big-D to perform the testing were all present.
- Based on these further tests, Mr. Chin further determined that the interior 51. Padilla Work also failed to comply with the Plans and Specifications. Mr. Chin further advised IGT to reject the interior Padilla Work. Pretrial Order, Stipulated Fact ¶ 37; Trial Exhibit 52. IGT followed Mr. Chin's advice and rejected the Padilla Work on the interior of the building that same day. Padilla was on the Project site at the time IGT rejected the Padilla Work on the interior of the building and it is undisputed that Padilla was aware that the work had been rejected.
- Given the relevant time constraints, IGT became concerned that the work 52. could impact its upcoming customer meetings. IGT believed there was not sufficient time for the Padilla Work on the interior of the Project to be removed and replaced before the customer meetings. As a result, the parties developed a temporary installation solution by which Big-D would place a decorative colored solution over the Padilla Work on the interior of the building in lieu of the stone that was specified under the Construction Agreement. Pretrial Order, Stipulated Fact ¶ 38; Trial Exhibit 51.
- Big-D completed of the modified Stone Repair Project in October 10, 53. 2009.

MARK R. DENTON DISTRICT JUDGE

DEPARTMENT THIRTEEN LAS VEGAS, NV 89155

MARK R. DENTON DISTRICT JUDGE

DEPARTMENT THIRTEEN LAS VEGAS, NV 89155

1. Big-D Requests Padilla to Assist in Defending Interior Work

- 54. Both IGT and Big-D specifically and repeatedly requested Padilla to participate in testing to determine whether the Padilla Work was suitable. Trial Exhibits 44-46. These invitations were made both during the construction and after the Padilla Work was rejected.
- 55. Yet, Padilla did nothing to investigate. Padilla concedes it did not investigate whether the brown coat mixture was too stiff, Pretrial Order at 16:13, Designated Testimony, Lopez Deposition at 129:2-9; Padilla concedes it did nothing to investigate whether the two layers of its stucco were sufficiently compacted., *Id.* at 129:10-13, and Padilla concedes it did not investigate whether the water content of the brown coat was sufficient at the time that it was applied. *Id.* at 132:18-22.
- 56. Big-D requested that Padilla assist it in convincing IGT that the interior Padilla Work was suitable. To this end, Big-D and Padilla participated in a conference call on September 29, 2009. Trial Exhibit 53.
- 57. Big-D's project manager testified that the call was postponed for a week after IGT's initial rejection of the interior Padilla Work on September 23, 2009 until September 29, 2009 specifically so that Ralph Padilla, the president of Padilla, could be participate. (Mr. Padilla had been out of the country hunting birds in the previous weeks). Testimony of Brent Brinkerhoff (Big-D). Big-D's project manager testified that during the conference call, Padilla committed to get the EXPO product tested to determine whether the product was the cause of the failure in the Padilla Work. Padilla committed to follow-up with Big-D once the tests were completed and it had additional information.
- 58. In November 2009, Big-D again requested that Padilla assist Big-D to defend its work. Big-D further advised Padilla that it was withholding payment until the issues with the Padilla Work had been resolved with IGT. Trial Exhibit 58.
- 59. In response, Padilla stated that it unequivocally refused to participate with Big-D in either providing additional information or participating in testing. Trial Exhibit

MARK R. DENTON DISTRICT JUDGE

DEPARTMENT THIRTEEN LAS VEGAS, NV 89155

- 59. Rather, Padilla demanded that it receive immediate payment for the Padilla Work even though IGT had rejected the work. Pretrial Order at 14:18, Designated Testimony, Lopez at 43-45. Padilla did not take any action to investigate the product because "that cost money." *Id.* at 44:1-2 (emphasis added).
- 60. Padilla's executive responsible for the Project made clear "we weren't going to participate" in the testing and investigation of Padilla's Work. Pretrial Order at 15:14, Designated Testimony, Lopez at 84: 12-17; Id. at 82-84; *Id.* at Exhibit 5.
 - Q. And do you recall, did Big-D in fact request Padilla to assist it to investigate the cause of the failures of the product?
 - A. Yes
 - Q. And what, if anything, did Padilla do to assist Big-D to investigate the cause of the product failure?
 - A. Ask for our money.
 - Id., Lopez at 135:16-23.
- 61. Big-D continued to defend the Padilla Work for weeks after Padilla refused to participate.
- 62. Ultimately, Big-D determined it had not identified any basis on which to convince IGT that the Padilla Work on the interior of the building was suitable and proceeded to resolve its dispute with IGT.

J. IGT Settlement.

- 63. After the removal and replacement of the Padilla Work, there was a dispute between IGT and Big-D regarding amounts owed to Big-D for the Project. IGT claimed it was entitled to backcharge Big-D for costs incurred, including costs related to the rejected Padilla Work. As a result of the dispute, IGT withheld nearly \$2 million due to Big-D under the Construction Agreement. Pretrial Order, Stipulated Fact ¶ 52.
- 64. In January 2011, Big-D and IGT agreed to settle their dispute and the settlement was memorialized in a settlement agreement (the "IGT Settlement"). Pretrial Order, Stipulated Fact ¶ 53; Exhibit 78

MARK R. DENTON DISTRICT JUDGE

DEPARTMENT THIRTEEN LAS VEGAS, NV 88155

- 65. The IGT Settlement provided that Big-D would be paid amounts due for the Project and IGT would back-charge Big-D for costs in the amount of \$945,054.00, which amount included costs associated with the original failed stone work and the rejected Padilla Work (the "IGT Backcharges"). Pretrial Order, Stipulated Fact ¶ 54.
- 66. The IGT Backcharges included the costs to remove and replace the Interior Temporary Work with the work that was specified under the Construction Agreement. IGT removed and replaced the Interior Temporary Work months after it was completed.

 Pretrial Order, Stipulated Fact ¶ 55.

K. Big-D Stops Payment.

- 67. On September 25, 2009, Padilla prepared a payment request for \$185,991.85. Pretrial Order, Stipulated Fact ¶ 39; Trial Exhibit 9. The payment request indicated that Padilla had completed 85% of the Padilla Work and requested corresponding payment from Big-D.
- 68. On September 29, 2009, Big-D's project manager (Brent Brinkerhoff) signed the payment application in the approved box as he agreed that Padilla had in fact completed 85% of the work. Trial Exhibit 9; Testimony of Brent Brinkerhoff. This was an internal approval that allowed for Big-D's accounting department to "post" the cost of the work completed by Padilla so that Big-D could internally track project cost incurred as of that date.
- 69. Upon this internal approval, Big-D's accounting department was to verify that Padilla's payment application had properly credited amounts previously paid. In mid-October, Big-D's accounting department identified that Padilla's payment application had failed to credit Big-D for the \$25,000 initial payment to Padilla and would require correction. Trial Exhibit 9 (see handwritten note); Testimony of Brent Brinkerhoff (Big-D). At that time, Brent Brinkerhoff advised Big-D accounting department to hold on processing a correction to the payment application amount as outstanding issues still remained with the Padilla Work.
- 70. Big-D placed several telephone calls to Padilla to inquire into the status of testing on the interior Padilla Work that Padilla had committed to provide during the

MARK R. DENTON
DISTRICT JUDGE
DEPARTMENT THIRTEEN

September 29, 2009 teleconference. Several of these calls went unreturned and Padilla did not otherwise respond with any update. At the end of October 2009, Big-D spoke with Padilla and indicated that it was holding payment until the issues with the Padilla Work had been resolved. See Trial Exhibit 57.

- 71. On October 28, 2009, Padilla sent Big-D a letter demanding payment of \$174,657.00. Pretrial Order, Stipulated Fact ¶ 40; Trial Exhibit 57.
- 72. Big-D responded to the letter on November 3, 2009. Big-D advised Padilla that IGT was taking the position that the Padilla Work had failed. As a result, Big-D requested from Padilla information to defend the Padilla Work. Big-D indicated that it would not release "any further" payment to Padilla until Padilla "assist[ed] Big-D in establishing that Padilla met all of its obligations under the Subcontract Agreement and that the failure of the product furnished and installed by Padilla was due to factors outside of Padilla's contractual obligations." Pretrial Order, Stipulated Fact ¶ 41; Trial Exhibit 58.
- 73. On November 11, 2009, Padilla responded to Big-D's request for information by stating, "it is Padilla Construction Company of Nevada's position that without third party confirmation that its' [sic] work is sub-standard, Padilla Construction Company of Nevada expects to be paid for its' [sic] work." Trial Exhibit 59. Padilla further stated: "Without proper documentation supporting the allegations, Padilla Construction Company of Nevada must decline [to participate in investigation or testing]." Pretrial Order, Stipulated Fact ¶ 42; Trial Exhibit 59.
- 74. Brent Brinkerhoff testified that in early November, when reviewing his weekly report to mark payments for subcontractors, he inadvertently marked for a check to be released to Padilla. As a result, Big-D prepared a check in the amount of the invoice of \$185,991.95. Pretrial Order, Stipulated Fact ¶ 43; Trial Exhibit 11.
- 75. During a subsequent teleconference between Big-D and Padilla regarding the status of the Padilla work, Padilla referenced the payment received for the

Project. Mr. Brinkerhoff immediately investigated how payment was released to Padilla because he had not intended for a check to be released.

- 76. On November 18, 2009, Big-D advised Padilla, both via electronic mail and voicemail, that it inadvertently mailed the check and further advised that Big-D would be putting a stop payment on the check. Pretrial Order, Stipulated Fact ¶ 44; Trial Exhibit 61.
- 77. Big-D stopped payment on the check prior to it clearing the bank. The check was returned by Padilla's bank marked: "Return Reason –C Stop Payment." Pretrial Order, Stipulated Fact ¶ 45; Trial Exhibit 12.
- 78. The evidence indicated that the release of the payment to Padilla was in fact a mistake because:
 - a. The check drawn to Padilla failed to correct for the \$25,000 initial payment made to Padilla, causing an overpayment to Padilla;
 - b. The correspondence of October 28 and November 3, 2009 made clear that Big-D was withholding payment to Padilla until issues with the Padilla Work had been resolved; and
 - c. Both Brent Brinkerhoff (Project Manager) and Forrest McNabb (Senior Vice President) adamantly testified that they had not intended to release payment, were very surprised when they learned a check had been released, immediately notified Padilla of the mistake, and immediately cancelled the check.

L. Evidence Regarding Padilla Work.

- 79. There was no evidence presented that there was a design flaw or other design issues in the Plans and Specifications for the Padilla Work.
- 80. There is no evidence that any party imposed improper cure times upon Padilla. Further, there was no credible evidence presented that the failures in the Padilla Work were in any part caused by inadequate accommodation of cure times by Big D or that Big D did anything after application of the brown coat in defiance of any clear admonition from Padilla to the effect that anything that Big D was doing was inconsistent with the proper cure time.

MARK R. DENTON DISTRICT JUDGE

DEPARTMENT THIRTEEN LAS VEGAS, NV 89155

IN THE SUPREME COURT OF THE STATE OF NEVADA

APCO CONSTRUCTION, INC., A NEVADA CORPORATION,

Appellant,

Case No.:

Electronically Filed 75197Apr 15 2019 03:00 p.m. Elizabeth A. Brown

Clerk of Supreme Court

VS.

ZITTING BROTHERS CONSTRUCTION,

INC.,

Appeal from the Eighth Judicial District Court, the Honorable Mark

Denton Presiding

Respondent.

<u>APPELLANT'S APPENDIX</u> (Volume 18, Bates Nos. 4014–4253)

Marquis Aurbach Coffing

Micah S. Echols, Esq.
Nevada Bar No. 8437
Cody S. Mounteer, Esq.
Nevada Bar No. 11220
Tom W. Stewart, Esq.
Nevada Bar No. 14280
10001 Park Run Drive
Las Vegas, Nevada 89145
Telephone: (702) 382-0711
Facsimile: (702) 382-5816
mechols@maclaw.com
cmounteer@maclaw.com
tstewart@maclaw.com

Spencer Fane LLP

John Randall Jefferies, Esq.
Nevada Bar No. 3512
Mary E. Bacon, Esq.
Nevada Bar No. 12686
300 S. Fourth Street, Suite 950
Las Vegas, NV 89101
Telephone: (702) 408-3400
Facsimile: (702) 408-3401
rjeffries@spencerfane.com
mbacon@spencerfane.com

Attorneys for Appellant, APCO Construction, Inc.

MAC:05161-019 3698575_1

INDEX TO APPELLANT'S APPENDIX

<u>Date</u>	DOCUMENT DESCRIPTION	Vol.	Bates Nos.
10/24/2008	Atlas Construction Supply, Inc.'s Complaint	1	AA 1–16
10/30/2008	Ahern Rentals, Inc.'s Complaint	1	AA 17–30
11/19/2008	Platte River Insurance Company's Answer and Crossclaim	1	AA 31–45
12/08/2008	APCO Construction's First Amended Complaint	1	AA 46–63
02/06/2009	Cabinetec's Statement and Complaint	1	AA 64–73
02/23/2009	Uintah's Complaint	1	AA 74–80
02/24/2009	Tri-City Drywall, Inc.'s Statement and Complaint	1	AA 81–88
03/02/2009	Noorda Sheet Metal Company's Statement and Complaint	1	AA 89–165
03/06/2009	Camco Pacific Construction Company's Answer and Counterclaim	1	AA 166–172
03/10/2009	The Masonry Group Nevada's Complaint	1	AA 173–189
03/11/2009	PCI Group, LLC Complaint	1	AA 190–196
03/12/2009	APCO Construction's Answer to Steel Structures, Inc, and Nevada Prefab Engineers, Inc.'s Amended Statement and Crossclaim	1	AA 197–216
03/12/2009	Cell-Crete Fireproofing of Nevada, Inc.'s Statement and Complaint	1	AA 217–233
03/20/2009	Steel Structures, Inc. and Nevada Prefab Engineers, Inc.'s Second Amended Statement and Complaint	1	AA 234–243
03/24/2009	Insulpro Projects, Inc.'s Statement	2	AA 244–264
03/26/2009	APCO Construction's Statement and Complaint	2	AA 265–278

<u>Date</u>	DOCUMENT DESCRIPTION	Vol.	Bates Nos.
03/27/2009	Dave Peterson Framing, Inc.'s Statement, Complaint, and Third-Party Complaint	2	AA 279–327
03/27/2009	E&E Fire Protection, LLC's Statement, Complaint, and Third-Party Complaint	2	AA 328–371
03/27/2009	Professional Doors and Millworks, LLC's Statement, Complaint, and Third-Party Complaint	2	AA 372–483
04/03/2009	Hydropressure Cleaning, Inc.'s Statement and Complaint	3	AA 484–498
04/03/2009	Ready Mix, Inc.'s Statement and First Amended Complaint	3	AA 499–510
04/06/2009	EZA P.C. dba Oz Architecture of Nevada, Inc.'s Statement	3	AA 511–514
04/07/2012	Accuracy Glass & Mirror Company, Inc.'s Complaint	3	AA 515–550
04/08/2009	John Deere Landscapes, Inc.'s Statement, Complaint, and Third-Party Complaint	3	AA 551–558
04/14/2009	Helix Electric of Nevada, LLC's Statement and Third-Party Complaint	3	AA 559–595
04/17/2009	Republic Crane Service, LLC's Complaint	3	AA 596–607
04/24/2019	Bruin Painting's Statement and Third-Party Complaint	3	AA 608–641
04/24/2009	HD Supply Waterworks, LP's Statement and Third-Party Complaint	3	AA 642–680
04/24/2009	The Pressure Grout Company's Statement and Complaint	3	AA 681–689
04/27/2009	Heinaman Contract Glazing's Complaint	3	AA 690–724
04/28/2009	WRG Design, Inc.'s Statement and Third- Party Complaint	4	AA 725–761

<u>Date</u>	DOCUMENT DESCRIPTION	Vol.	Bates Nos.
04/29/2009	APCO Construction's Answer to Cell-Crete Fireproofing of Nevada, Inc.'s Statement and Complaint and Crossclaim	4	AA 762–784
04/29/2009	Executive Plastering, Inc.'s Statement	4	AA 785–792
04/30/2009	Zitting Brothers Construction, Inc.'s Complaint Re: Foreclosure	4	AA 793–810
05/05/2009	Camco Pacific Construction Company, Inc. and Fidelity and Deposit Company of Maryland's Answer to Noorda Sheet Metal Company's Third-Party Complaint and Camco Pacific Construction's Counterclaim	4	AA 811–828
05/05/2009	Camco Pacific Construction Company, Inc. and Fidelity and Deposit Company of Maryland's Answer to Professional Doors and Millworks, LLC's Third-Party Complaint and Camco Pacific Construction's Counterclaim	4	AA 829–846
05/05/2009	Camco Pacific Construction Company, Inc. and Fidelity and Deposit Company of Maryland's Answer to E&E Fire Protection, LLC's Third-Party Complaint and Camco Pacific Construction's Counterclaim	4	AA 847–864
05/05/2009	Camco Pacific Construction Company, Inc. and Fidelity and Deposit Company of Maryland's Answer to The Masonry Group Nevada, Inc.'s Complaint and Camco Pacific Construction's Counterclaim	4	AA 865–882

<u>Date</u>	DOCUMENT DESCRIPTION	Vol.	Bates Nos.
05/05/2009	Camco Pacific Construction Company, Inc. and Fidelity and Deposit Company of Maryland's Answer to Cabinetec, Inc.'s Complaint and Camco Pacific Construction's Counterclaim	4	AA 883–899
05/05/2009	Graybar Electric Company, Inc.'s Complaint	4	AA 900–905
05/05/2009	Olson Precast Company's Complaint	4	AA 906–911
05/13/2009	Fast Glass, Inc.'s Statement	4	AA 912–957
05/14/2009	HD Supply Construction Supply, LP dba White Cap Construction Supply, Inc.'s Complaint	5	AA 958–981
05/15/2009	Camco Pacific Construction Company, Inc. and Fidelity and Deposit Company of Maryland's Answer to Insulpro Projects, Inc.'s Complaint and Camco Pacific Construction's Counterclaim	5	AA 982–999
05/19/2009	Terra South Corporation dba Mad Dog Heavy Equipment's Statement and Third- Party Complaint	5	AA 1000–1008
05/20/2009	Ahern Rental, Inc.'s Statement and Complaint	5	AA 1009–1018
05/20/2009	Southwest Air Conditioning, Inc.'s Statement	5	AA 1019–1024
05/27/2009	Ferguson Fire & Fabrication, Inc.'s Statement and Complaint	5	AA 1025–1033
05/27/2009	Republic Crane Service, LLC's Amended Statement	5	AA 1034–1044
05/29/2009	Pape Material Handling dba Pape Rents' Statement and Complaint	5	AA 1045–1057
05/29/2009	Selectbuild Nevada, Inc.'s Statement	5	AA 1058–1070

<u>Date</u>	DOCUMENT DESCRIPTION	Vol.	Bates Nos.
06/01/2009	Buchele, Inc.'s Statement	5	AA 1071–1082
06/01/2009	Renaissance Pools & Spas, Inc.'s Statement	5	AA 1083–1094
06/03/2009	Executive Plastering, Inc.'s First Amended Complaint	5	AA 1095–1105
06/10/2009	APCO Construction's Answer to Zitting Brothers Construction, Inc.'s Complaint	5	AA 1106–1117
06/12/2009	Supply Network dba Viking Supplynet's Statement and Complaint	5	AA 1118–1123
06/15/2009	Las Vegas Pipeline, LLC's Statement and Complaint	5	AA 1124–1130
06/16/2009	Creative Home Theatre, LLC's Statement	5	AA 1131–1138
06/23/2009	Inquipco's Statement and Complaint	5	AA 1139–1146
06/24/2009	Accuracy Glass & Mirror's First Amended Complaint	5	AA 1147–1161
06/24/2009	Bruin Painting's Amended Statement and Third-Party Complaint	5	AA 1162–1173
06/24/2009	HD Supply Waterworks' Amended Statement and Third-Party Complaint	5	AA 1174–1190
06/24/2009	Heinaman Contract Glazing's Amended Statement and Third-Party Complaint	5	AA 1191–1202
06/24/2009	Helix Electric of Nevada, LLC dba Helix Electric's Amended Statement and Third- Party Complaint	6	AA 1203–1217
06/24/2009	WRG Design, Inc.'s Amended Statement and Third-Party Complaint	6	AA 1218–1233
06/23/2009	Ahern Rentals, Inc.'s First Amended Statement and Complaint	6	AA 1234–1255
07/07/2009	The Masonry Group Nevada, Inc.'s Statement and Complaint	6	AA 1256–1273

<u>Date</u>	DOCUMENT DESCRIPTION	Vol.	Bates Nos.
07/09/2009	Northstar Concrete, Inc.'s Statement and Complaint	6	AA 1274–1288
07/10/2009	Camco Pacific Construction Company, Inc.'s Statement and Complaint	6	AA 1289–1310
7/22/2009	Granite Construction Company's Statement and Complaint	6	AA 1311–1318
08/10/2009	HA Fabricators, Inc.'s Complaint	6	AA 1319–1327
08/18/2009	Club Vista Financial Services, LLC and Tharaldson Motels II, Inc.'s Answer to Camco Pacific Construction Company, Inc.'s Statement and Complaint and Counterclaim	6	AA 1328–1416
08/28/2009	Custom Select Billing, Inc.'s Statement and Complaint	6	AA 1417–1443
09/09/2009	Camco Pacific Construction Company, Inc.'s Answer to Las Vegas Pipeline, LLC's Statement and Complaint and Camco Pacific Construction Company, Inc.'s Counterclaim	7	AA 1444–1460
09/10/2009	Camco Pacific Construction Company, Inc. and Fidelity and Deposit Company of Maryland's Answer to Dave Peterson Framing, Inc.'s Statement and Complaint and Camco Pacific Construction Company, Inc.'s Counterclaim	7	AA 1461–1484
09/10/2009	Camco Pacific Construction Company, Inc. and Fidelity and Deposit Company of Maryland's Answer to Northstar Concrete, Inc.'s Statement and Complaint and Camco Pacific Construction Company, Inc.'s Counterclaim	7	AA 1485–1505

<u>Date</u>	DOCUMENT DESCRIPTION	Vol.	Bates Nos.
09/10/2009	Camco Pacific Construction Company, Inc. and Fidelity and Deposit Company of Maryland's Answer to Tri-City Drywall, Inc.'s Statement and Complaint and Camco Pacific Construction Company, Inc.'s Counterclaim	7	AA 1506–1526
09/11/2009	Camco Pacific Construction Company, Inc. and Fidelity and Deposit Company of Maryland's Answer to Accuracy Glass & Mirror Company, Inc.'s Complaint and Camco Pacific Construction Company, Inc.'s Counterclaim	7	AA 1527–1545
09/11/2009	Camco Pacific Construction Company, Inc.'s Answer to Bruin Painting Corporation's Statement and Third-Party Complaint and Camco Pacific Construction Company, Inc.'s Counterclaim	7	AA 1546–1564
09/11/2009	Camco Pacific Construction Company, Inc. and Fidelity and Deposit Company of Maryland's Answer to Heinaman Contract Glazing's Statement and Third-Party Complaint and Camco Pacific Construction Company, Inc.'s Counterclaim	7	AA 1565–1584
09/11/2009	Camco Pacific Construction Company, Inc. and Fidelity and Deposit Company of Maryland's Answer to WRG Design, Inc.'s Statement and Third-Party Complaint and Camco Pacific Construction Company, Inc.'s Counterclaim	7	AA 1585–1604

<u>Date</u>	DOCUMENT DESCRIPTION	Vol.	Bates Nos.
09/25/2009	Camco Pacific Construction Company, Inc. and Fidelity and Deposit Company of Maryland's Answer to Nevada Prefab Engineers, Inc.'s Statement and Complaint and Camco Pacific Construction Company, Inc.'s Counterclaim	7	AA 1605–1622
09/25/2009	Camco Pacific Construction Company, Inc. and Fidelity and Deposit Company of Maryland's Answer to Steel Structures, Inc.'s Second Amended Statement and Complaint and Camco Pacific Construction Company, Inc.'s Counterclaim	7	AA 1623–1642
09/30/2009	Camco Pacific Construction Company, Inc. Answer to Executive Plastering, Inc.'s First Amended Complaint and Camco Pacific Construction Company, Inc.'s Counterclaim	7	AA 1643–1650
10/19/2009	APCO Construction's Answer to HA Fabricators, Inc.'s Answer, Counterclaim, and Third-Party Complaint	7	AA 1651–1673
11/13/2009	Stipulation and Order for Dismissal of Steel Structures, Inc.'s Complaint Against Camco Pacific Construction, and Camco's Counterclaim Against Steel Structures, Inc.	7	AA 1674–1675
12/23/2009	Harsco Corporation's Second Amended Complaint	7	AA 1676–1684
01/22/2010	United Subcontractors, Inc. dba Skyline Insulation's Complaint	7	AA 1685–1690
04/05/2010	Interstate Plumbing & Air Conditioning, LLC's Statement and Complaint	8	AA 1691–1721

<u>Date</u>	DOCUMENT DESCRIPTION	Vol.	Bates Nos.
04/13/2010	Camco Pacific Construction Company, Inc. and Fidelity and Deposit Company of Maryland Answer to Cactus Rose's Statement and Complaint and Camco Pacific Construction Company, Inc.'s Counterclaim	8	AA 1722–1738
07/01/2010	Stipulation and Order for Dismissal with Prejudice of Claims Asserted by Select Build Nevada, Inc. Against APCO Construction	8	AA 1739–1741
05/23/2013	Notice of Entry of Order Approving Sale of Property	8	AA 1742–1808
04/14/2016	Notice of Entry of Order Releasing Sale Proceeds from Court-Controlled Escrow Account	8	AA 1809–1818
10/07/2016	Special Master Report Regarding Remaining Parties to the Litigation, Special Master Recommendation and District Court Order Amending Case Agenda	8	AA 1819–1822
05/27/2017	Notice of Entry of Order	8	AA 1823–1830
07/31/2017	Zitting Brothers Construction, Inc.'s	8	AA 1831–1916
	Motion for Partial Summary Judgment Against APCO Construction	9	AA 1917–2166
	8	10	AA 2167–2198
08/02/2017	Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-If-Paid Agreements and Ex Pate Application for Order Shortening Time	10	AA 2199–2263
08/21/2017	APCO Construction's Opposition to Zitting Brothers Construction Inc.'s Partial Motion for Summary Judgment	10	AA 2264–2329

<u>Date</u>	DOCUMENT DESCRIPTION	Vol.	Bates Nos.
08/21/2017	APCO's opposition to Peel Brimley MSJ	10	AA 2330–2349
09/20/2017	Order Granting Plaintiff's Motion to Dismiss	10	AA 2350–2351
09/28/2017	Peel Brimley Lien Claimants' Reply to Oppositions to Motion for Partial Summary Judgment Precluding Defenses Based On Pay-If-Paid Agreements	10	AA 2352–2357
09/29/2017	Zitting Brothers Construction, Inc.'s Reply In Support of Motion for Partial Summary Judgment Against APCO Construction	10	AA 2358–2413
10/05/2017	Recorder's Transcript of Hearing RE: All Pending Motions	11	AA 2414–2433
11/06/2017	Zitting Brothers Construction, Inc.'s Motion in Limine to Limit the Defenses of APCO Construction to the Enforceability of Pay-If-Paid Provision	11	AA 2434–2627
11/06/2017	APCO's Supplemental Briefing in Opposition to Zitting Brothers Construction, Inc.'s Motion for Partial Summary Judgment Against APCO Construction. Inc.	12	AA 2628–2789
11/14/2017	APCO Construction's Opposition to Zitting	12	AA 2790–2851
	Brothers Construction, Inc.'s Motion in Limine to Limit the Defenses of APCO	13	AA 2852–3053
	Construction to the Enforceability of a Pay-If-Paid Provision	14	AA 3054–3108
11/16/2017	Zitting Brothers Construction, Inc.'s Reply in Support of Motion in Limine to Limit the Defenses of APCO Construction ("APCO") to the Enforceability of Pay-If-Pay Provision	14	AA 3109–3160

<u>Date</u>	DOCUMENT DESCRIPTION	Vol.	Bates Nos.
11/16/2017	Recorder's Transcript of Hearing RE: All Pending Motions	14	AA 3161–3176
11/16/2017	Zitting Brothers Construction, Inc.'s Response to APCO Construction's Supplemental Opposition to Zitting Brothers Construction, Inc.'s Motion for Partial Summary Judgment	14	AA 3177–3234
11/27/2017	Decision	14	AA 3235–3237
12/05/2017	Court Minutes Granting Zitting MIL	14	AA 3238
12/29/2017	Findings of Fact Conclusions of Law, and Granting Zitting Brothers Construction, Inc.'s Motion for Partial Summary Judgment Against APCO Construction	14	AA 3239–3249
01/02/2018	Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-If-Paid Agreements	14	AA 3250–3255
01/02/2018	Notice of Entry of Order Granting Zitting Brothers Construction, Inc.'s MSJ	14	AA 3256–3268
01/03/2018	Notice of Entry of Order Granting Peel Brimley MSJ	14	AA 3269–3280
01/04/2018	Motion for Reconsideration of Court's	15	AA 3281–3517
	Order Granting Peel Brimley Lien Claimants' Partial Motion for Summary Judgment to Preclude Defenses Based on Pay If Paid Provisions on an Order Shortening Time	16	AA 3518–3633

<u>Date</u>	DOCUMENT DESCRIPTION	Vol.	Bates Nos.
01/08/2018	Motion for Reconsideration of Court's Order Granting Zitting Brothers Construction, Inc.'s Partial Motion for Summary Judgment and Ex Parte Application for Order Shortening Time and to Exceed Page Limit	16 17 18 19	AA 3634–3763 AA 3764–4013 AA 4014–4253 AA 4254–4344
01/09/2018	Plaintiff in Intervention, National Wood Products, Inc.'s Opposition to APCO Construction's Motion for Reconsideration of the Court's Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment to Preclude Defenses of Pay if Paid Provisions	19	AA 4345–4350
01/09/2018	Peel Brimley Lien Claimants' Opposition to APCO Construction's Motion for Reconsideration of Order Granting Partial Summary Judgment Precluding Defenses Based on Pay-If-Paid Agreements	19	AA 4351–4359
01/10/2018	APCO's Reply in Support of Motion for Reconsideration of Court's Order Granting Peel Brimley Lien Claimants' Partial Motion for Summary Judgment to Preclude Defenses Based on Pay-If-Paid Provisions on an Order Shortening Time	19	AA 4360–4372
01/10/2018	Zitting Brothers Construction, Inc. Opposition to APCO Construction, Inc.'s Motion for Reconsideration of Court's Order Granting Zitting Brothers Construction's Partial Motion for Summary Judgment	19	AA 4373–4445
01/11/2018	Recorder's Transcript of Hearing RE: All Pending Motions	19	AA 4446–4466

<u>Date</u>	DOCUMENT DESCRIPTION	Vol.	Bates Nos.
01/19/2018	Order Denying APCO Construction's Motion for Reconsideration of Court's Order Granting Partial Summary Judgment Precluding Defenses Based on Pay-If-Paid Agreements	19	AA 4467–4468
01/19/2018	Notice of Entry of Order Denying APCO's motion for reconsideration of Peel Brimley Order	19	AA 4469–4473
01/25/2018	Order Denying APCO Construction's Motion for Reconsideration of Order Granting Zitting Brothers Construction, Inc.'s Partial Motion for Summary Judgment	19	AA 4474–4475
01/29/2018	Memorandum in Support of APCO	19	AA 4476–4487
	Construction, Inc.'s Payment of Attorney's Fees, Costs, and Interest to Zitting Brothers Construction, Inc.	20	AA 4488–4689
01/31/2018	Notice of Entry of Order Denying APCO Construction, Inc.'s Motion for Reconsideration of Court's Order Granting Zitting Brothers Construction, Inc.'s Partial Summary Judgment	20	AA 4690–4693
02/05/2018	2018 Stipulation and Order to Dismiss Third Party Complaint of Interstate Plumbing & Air Conditioning, LLC Against APCO Construction, Inc. with Prejudice	20	AA 4694–4695
02/16/2018	Notice of Appeal	20	AA 4696–4714

<u>Date</u>	DOCUMENT DESCRIPTION	Vol.	Bates Nos.
02/16/2018	APCO Construction, Inc.'s Opposition to Zitting Brothers, Inc.'s Memorandum in Support of APCO Construction Inc.'s Payment of Attorneys' Fees, Costs and Interest to Zitting Construction Brothers, Inc.	20 21	AA 4715–4726 4740
02/26/2018	Zitting Brothers Construction Inc.'s Reply in Support of its Memorandum in Support of APCO Construction, Inc.'s Payment of Attorneys' Fees, Costs, and Interest	21	AA 4741–4751
02/27/2018	Notice of Appeal	21	AA 4752–4976
		22	AA 4977–5226
		23	AA 5227–5288
05/04/2018	Order Regarding Plaintiff's Motion to Stay Pending Entry of Final Judgment Pursuant to NRCP 62(B) and 62(H) on Order Shortening Time	23	AA 5289–5290
05/08/2018	Order Determining Amount of Zitting Brothers Construction, Inc.'s Attorney's Fees, Costs, and Prejudgment Interests	23	AA 5291–5293
05/11/2018	Notice of Entry of Order Determining Amount of Zitting Brothers Construction, Inc.'s Attorney's Fees, Costs, and Prejudgment Interest	23	AA 5294–5298
05/23/2018	Judgment in Favor of Zitting Brothers Construction, Inc.	23	AA 5299–5300
05/24/2018	Notice of Entry of Judgment in Favor of Zitting Brothers Construction, Inc.	23	AA 5301–5304
06/08/2018	Amended Notice of Appeal	23	AA 5305–5476
		24	AA 5477–5724
		25	AA 5725–5871

<u>Date</u>	DOCUMENT DESCRIPTION	Vol.	Bates Nos.
06/08/2018	Plaintiff's Motion for 54(b) Certification	25	AA 5872–5973
	and for Stay Pending Appeal on Order Shortening Time	26	AA 5974–6038
06/19/2018	Zitting Brothers' Construction, Inc.'s Limited Opposition to APCO Construction, Inc.'s Motion for 54(b) Certification and for Stay Pending Appeal on Order Shortening Time	26	AA 6039–6046
06/26/2018	Recorder's Transcript of Hearing RE: Plaintiff's Motion for 54(b) Certification and for Stay Pending Appeal on Order Shortening Time	26	AA 6047–6051
07/30/2018	Order Granting Motion for 54(b) Certification and for Stay Pending Appeal	26	AA 6052–6054
07/31/2018	Notice of Entry of Order	26	AA 6055–6063
08/08/2018	Second Amended Notice of Appeal	26	AA 6064–6180
		27	AA 6181–6430
		28	AA 6431–6679
		29	AA 6680–6854
	Docket of District Court Case No. 08A571228	30	AA 6855–6941

1	DEPOSITION ERRATA SHEET
2	
3	Assignment No. J0585160
4	Case Caption: APCO Construction vs. Gemstone
5	
6	
7	DECLARATION UNDER PENALTY OF PERJURY
8	
9	I declare under penalty of perjury that I
10	have read the entire transcript of my deposition taken
11	in the captioned matter or the same has been read to
12	me, and the same is true and accurate, save and except
13	for changes and/or corrections, if any, as indicated by
14	me on the DEPOSITION ERRATA SHEET hereof, with the
15	understanding that I offer these changes as if still
16	under oath.
17	
18	Signed on the day of
19	, 20
20	
21	MARY JO ALLEN
22	
23	
24	
25	
- 1	



1	DEPOSITION ERRATA SHEET
2	Page NoLine NoChange to:
3	
4	Reason for change:
5	
6	Page NoLine NoChange to:
7	
8	Reason for change:
9	
10	Page NoLine NoChange to:
11	
12	Reason for change:
13	
14	Page NoLine NoChange to:
15	
16	Reason for change:
17	
18	Page NoLine NoChange to:
19	
20	Reason for change:
21	
22	Page NoLine NoChange to:
23	
24	SIGNATUREDATE:
25	MARY JO ALLEN



1	DEPOSITION ERRATA SHEET
2	Page NoLine NoChange to:
3	
4	Reason for change:
5	
6	Page NoLine NoChange to:
7	
8	Reason for change:
9	
10	Page No. Line No. Change to:
11	
12	Reason for change:
13	
14	Page NoLine NoChange to:
15	
16	Reason for change:
17 18	Page No. Line No. Change to:
19	Page NoLine NoChange to:
20	Reason for change:
21	
22	Page NoLine NoChange to:
23	
24	SIGNATUREDATE:
25	MARY JO ALLEN



EXHIBIT 17

15 16

17

18

19

20

21

22

23

24

25

26

27

28

Cody S. Mounteer, Esq. 3 Nevada Bar No. 11220 10001 Park Run Drive Las Vegas, Nevada 89145 Telephone: (702) 382-0711 Facsimile: (702) 382-5816 4 5 jjuan@maclaw.com 6 cmounteer@maclaw.com 7 8 9 APCO CONSTRUCTION, a Nevada 10 corporation, 11 12 vs. 13

1

2

Attorneys for APCO CONSTRUCTION

DISTRICT COURT

CLARK COUNTY, NEVADA

Plaintiff.

Case No.: A571228 13

Dept. No.:

Consolidated with:

GEMSTONE DEVELOPMENT WEST, INC., A Nevada corporation,

A574391; A574792; A577623; A583289; A587168; A580889; A584730; A589195; A595552; A597089; A592826; A589677; A596924; A584960; A608717; A608718 and

Defendant.

A590319

AND ALL RELATED MATTERS

Marquis Aurbach Coffing Jack Chen Min Juan, Esq.

Nevada Bar No. 6367

NOTICE OF TAKING NRCP RULE 30(B)(6) DEPOSITION OF PERSON MOST KNOWLEDGEABLE FOR ZITTING BROTHERS CONSTRUCTION, INC.

PLEASE TAKE NOTICE that pursuant to Rule 30(b)(6) of the Nevada Rules of Civil Procedure, Plaintiff, APCO Construction, by and through its attorneys, Marquis Aurbach Coffing, will take the deposition of Zitting Brothers Construction, Inc. upon oral examination on the TBD (please contact counsel for APCO for availability) day of April, 2017 at the hour of TBD a.m., before a Notary Public, or before some other officer authorized by law to administer oaths. The deposition will take place at Marquis Aurbach Coffing located at 10001 Park Run Drive, Las Vegas, Nevada 89145.

11

11

Page 1 of 8

MAC:05161-019 3017808 1 3/29/2017 3:55 PM

MARQUIS AURBACH COFFING

10001 Park Run Drive Las Vegas, Nevada 89145 (702) 382-0711 FAX: (702) 382-5816

Pursuant to NRCP 30(b)(6), Plaintiffs are to required to designate one or more officers, directors, managing agents or other consenting persons most knowledgeable to testify on its behalf with respect to the topics set forth in the attached **Exhibit A.**

The deposition will be recorded by stenographic means, and oral examination will continue from day to day until completed. You are invited to attend and cross-examine.

Dated this 29th day of March, 2017.

MARQUIS AURBACH COFFING

By /s/Cody Mounteer, Esq.
Jack Chen Min Juan, Esq.
Nevada Bar No. 6367
Cody S. Mounteer, Esq.
Nevada Bar No. 11220
10001 Park Run Drive
Las Vegas, Nevada 89145
Attorney(s) for APCO
CONSTRUCTIONAPCO CONSTRUCTION

Page 2 of 8

MAC:05161-019 3017808_1 3/29/2017 3:55 PM

MARQUIS AURBACH COFFING

Las Vegas, Nevada 89145 (702) 382-0711 FAX: (702) 382-5816

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27 28

EXHIBIT A

RULE 30. DEPOSITIONS BY ORAL EXAMINATION

(B) NOTICE OF EXAMINATION: GENERAL REQUIREMENTS; SPECIAL NOTICE; METHOD OF PRODUCTION OF DOCUMENTS AND THINGS; DEPOSITION OF ORGANIZATION; DEPOSITION BY TELEPHONE.

(6) A party may in the party's notice and in a subpoena name as the deponent a public or private corporation or a partnership or association or governmental agency and describe with reasonable particularity the matters on which examination is requested. In that event, the organization so named shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. A subpoena shall advise a nonparty organization of its duty to make such a designation. The persons so designated shall testify as to matters known or reasonably available to the organization. This subdivision (b)(6) does not preclude taking a deposition by any other procedure authorized in these rules.

[As amended; effective January 1, 2005.]

TOPICS

- 1. Your claims and facts as alleged against APCO;
- 2. Documents that you have disclosed in support of your claims against APCO;
- 3. Your assertion that APCO is liable for any portions of your general and/or lien claims;
- The percentage/allocation of your general and/or lien claims against APCO versus CAMCO:
- 5. The payment process, payment details, scope of payments, parties involved, and standard practices of payment, including, but not limited to, all payment applications, approvals, amounts, checks, and releases;
- Each fact related to your contract agreement with APCO in regard to the 6. Manhattan West Project ("Project") at issue in this matter, including, but not limited to original contact(s), change orders, and ratification agreement(s);
 - 7. Each fact related to your scope of work at the Project;
 - 8. The structure of your business; and
- 9. Your viability and business status from the time you entered into the subject contract until the date of your deposition, including, but not limited to, whether your company has been sold, transferred control, wound down, and/or claimed bankruptcy.

Page 3 of 8

MAC:05161-019 3017808 1 3/29/2017 3:55 PM

MARQUIS AURBACH COFFING 10001 Park Run Drive Las Vegas, Nevada 89145 (702) 382-0711 FAX: (702) 382-5816

CERTIFICATE OF SERVICE

I hereby certify that the foregoing NOTICE OF TAKING NRCP RULE 30(b)(6)

DEPOSITION OF PERSON MOST KNOWLEDGEABLE FOR ZITTING BROTHERS

CONSTRUCTION, INC. was submitted electronically for service with the Eighth Judicial District Court on the 29th day of March, 2017. Electronic service of the foregoing document shall be made in accordance with the E-Service List as follows:

Wilson, Elser, Moskowitz, Edelman & Dicker LLP 300 S. 4th St., 11th Floor Las Vegas, NV 89101

	Select All Select None		
Sennett Tueller Johnson & Deere Name	Email		Select
Benjamin D. Johnson	ben johnson@htjd.com	፟	Jeiect
Songering: Dr. Marinson	LETARATISMINISTERS.COM		
Kenzie Dunn	kdunn@btid.com	ሾ	V
adden & Fuller LLP			
Name	Email		Select
Dana Y. Kim	dkim@caddenfuller.com		17
S. Judy Hirahara	jhirahara@caddenfuller.com		17
Tammy Cortez	tcortez@caddenfuller.com	⋈	Ø
avid J. Merrill P.C. Name	Email		Select
David J. Merrill	david@dimen#pc.com	፟	Select
lickinson Wright, PLLC Name	Email		Select
Cheri Vandermeulen	cvandermeulen@dicklnsonwright.com	⊠	V
Christine Spencer	cspencer@dickinsonwright.com	⊠	V
Donna Wolfbrandt	dwolfbrandt@dickinsonwright.com		V
Eric Dobberstein	edobberstein@dickinsonwright.com		Ø
kırham Jones & Pinegar Name	Ensail		Select
Brad Slighting	bslighting@diplaw.com	ᡌ	I⊋
Cindy Simmons	csimmers@diplaw.com	ᡌ	V
ennemore Craig Jones Vargas Name	Email		Select
Patrick J. Sheehan	psheehan@fclaw.com		3000

¹ Pursuant to EDCR 8.05(a), each party who submits an E-Filed document through the E-Filing System consents to electronic service in accordance with NRCP 5(b)(2)(D).

Page 4 of 8

MAC:05161-019 3017808 1 3/29/2017 3:55 PM

MARQUIS AURBACH COFFING 10001 Park Run Drive Las Vegas, Nevada 89145 (702) 382-0711 FAX: (702) 382-5816

Fennemore Craig, P.C.		
Name	Email	Selec
Adam Miller	amiler@fdaw.com	P 12
ox Rothschild		
Name Vance Detection	Email	Selection Select
Jineen DeAngelis	ideangelis@foxrothschild.com	
Richard I. Dreitzer	rdreitzer@foxrothschild.com	
E. Robinson Law		
Name	Email	Select Market
George Robinson	grobinson@pezzillo/byd.com	n 12
ERRARD COX & LARSEN		
Name	Email	Selec
Aaron D. Lancaster	alancaster@cerrard-cox.com	
Douglas D. Gerrard	dgerrard@gerrard-cox.com	
Kaytiyn Bassett	kbassett@gerrard-cox.com	
ibbs, Giden, Locher, Turner & Senet LLP		
Name	Email	Selec
Becky Pintar	bpintar@ggit.com	
Linda Compton	loomoton@agits.com	
ordon & Rees Name	Email	Selec
Robert Schumacher	rschumacher@gordonrees.com	
		5000
Fordon & Rees LLP Name	Email	Selec
Andrea Montero	amontero@gordonrees.com	
Brian Walters	bwakers@gordonress.com	
Marie Ogelia	mogella@gordonrees.com	₩ .
RANT MORRIS DODDS		***
Name	Email	Selec
Steven Morris	steve@cmdlegal.com	
reenberg Traurig, LLP		
Name	Email	Selec
6085 Joyce Hellich	heilich)@stlaw.com	
7132 Andrea Rosehill	rosehilla@ottaw.com	⊠ [ÿ
CNN Cynthia Ney	nayc@gblaw.com	
IGH Bethany Rabe	rabeb@qtlaw.com	□ 🔊
IOM Mark Ferrario	Mittlock@qtlaw.com	
LVGTDocketing	Mitdock@gtlaw.com	
WTM Tami Cowden	cowdent Datlaw.com	
OLLEY DRIGGS WALCH FINE WRAY PUZEY		
Name Glenn F. Meier	Email	Selec ☑ 💝
GROWN F. PROPER	<u>ameier@nevadafirm.com</u>	
Renee Hoban	rhoban@nevadafirm.com	

Page 5 of 8

MAC:05161-019 3017808_1 3/29/2017 3:55 PM

MARQUIS AURBACH COFFING 10001 Park Run Drive Las Vegus, Nevada 89145 (702) 382-0711 FAX: (702) 382-5816

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

Cynthia Kelley

Rachel E. Donn

Howard & Howard Email \square Gwen Rutar Mullins g-m@h2law.com \square Wade B. Gochnour wbc@h2law.com Jolley Urga Woodbury & Little Name Email \square Agnes Wong aw@juww.com \square Debbie Rosewall dr@iuww.com M Kelly McGee kom@fuww.com \square Martin A. Little, Esq. mal@iuww.com \square Martin A. Little, Esq. mal@n.ww.com \square Michael R. Ernst mre@juww.com \square Sarah A. Mead sam@iuww.com Kemp, Jones & Coulthard Name ∇ Erica Bennett e.bennett@kempiones.com \Box Mark M. Jones mmi@kempiones.com ∇ Matt Carter msc@kempiones.com ∇ Matthew Carter m.carter@kempjones.com \square Pamela Montgomery pym@kempiones.com Law Offices of Floyd Hale Name \square Debbie Holloman dholloman@jamsadr.com M Floyd Hale fhale@floydhale.com Law Offices of Sean P. Hillin, P.C. \odot Caleb Langsdale, Esq. caleb@langsdalelaw.com Litigation Services & Technologies Name \square calendar@litigationservices.com \square Depository Depository@litigationservices.com Marquis Aurbach Coffing ∇ Cody Mounteer, Esq. cmounteer@marquisaurbach.com \square Courtney Peterson coeterson@maciaw.com ∇ Jack Juan fjuan@marquisaurbach.com M Jennifer Case icase@maclaw.com \square Phillip Aurbach paurbach@maclaw.com 4 Taylor Fong tfong@marquisaurbach.com

Email

ckelley@nevadafirm.com

rdonn@nevadafirm.com

Page 6 of 8

MAC:05161-019 3017808_1 3/29/2017 3:55 PM

 \square

 \square V

Select

V

V

Select

V

V

V

V

Select

V

Select

V

V

Select

V

Salect

V

Select

V

V

MARQUIS AURBACH COFFING 10001 Park Run Drive Las Vegas, Novada 89145 (702) 382-0711 FAX: (702) 382-5816

AcCullough, Dobberstein & Evans, Ltd. Name	Email	Select
Christine Spencer	cspencer@mcpalaw.com	⊠ Iÿ
Eric Dobberstein, Esq.	edobberstein@manalaw.com	
McDonald Carano Wilson, LLP Name	Email	Select
Kathleen Morris	kmorris@mcdonaldcarano.com	
Ryan Bellows	rbelows@mcdonaldcarang.com	
Ryan Deliuws	icerows@mconarocarano.com	
Meier Fine & Wray, LLC	2	
Name	Email	Select
Receptionist	Reception@nvbusinesslavivers.com	- 2
Morrill & Aronson		
Name	Email	Select
Christine Taradash	☐aradash@maazlaw.com	
Morrill & Aronson P.L.C.		
Name	Email	Select
Debra Hitchens	dhitchens@maaxlaw.com	
Peel Brimley LLP		
Name	Email	Select
Amanda Armstrong	aarmstrong@peelbrimlev.com	
Eric Zimbelman	ezimbelman@peelbrimlev.com	
Rosey Jeffrey	rjeffrey@peelbrimley.com	
Pezzillo Lloyd		
Name	Email	Select
Jennifer R. Lloyd	Jiloyd@pezzikolkoyd.com	
Marisa L. Maskas, Esq.	mmaskas@pezzfilollovd.com	
Procopio Cory Name	Email	
Timother E. Salter	tim.sakter@procopio.com	5elect ☑ 💢
filliodia E. Salta	amsate estacopio.com	
Procopio Cory Hargreaves & Savitch Name	Email	Select
Andrew J. Kessler	andrew.kessler@procopio.com	
Rebecca Chapman	rebecca.chapman@procopio.com	□ □
Procopio Cory Hargreaves & Savitch LLP Name	F11	
	Email	Select
Corì Mandy, Legal Secretary	cori.mandy@procopio.com	_ ,
lichard L. Tobler, Ltd. Name	Email	gat-is
		Select
Richard Tobler	nbtock@hotmail.com	
Rooker Rawlins Name	Email	Select
Legal Assistant	rriegalassistant@rookerlaw.com	
Michael Rawlins	mrawlins@rookerlaw.com	
. James Truman & Associates		

Page 7 of 8

MAC:05161-019 3017808_1 3/29/2017 3:55 PM

MARQUIS AURBACH COFFING

10001 Park Kun Drive	Las Vegas, Nevada 89145	(702) 382-0711 FAX: (702) 382-5816

Beverly Roberts	broberts@brumanlegal.com		V
District filings	district@trumanlegal.com	⊠	V
he Langsdale Law Firm Name	Email		Select
Caleb Langsdale	Caleb@Langsdalelaw.com	⋈	V
latt, Tieder, Hoffar & Fitzgerald, L.L.P. Name	Entail		Select
David R. Johnson	dichrson@wattrieder.com	⋈	V
Jennifer MacDonald	imacdonald@warttieder.com	⊠	V
Villiams & Associates Name	Email		Select
Donald H. Williams, Esq.	dwilliams@dhwlawlv.com	⊠	7
/ilson Elser Moskowitz Edelman & Dicker Name	Email		Select
E-File Desk	Effet as Vecas formisone is en. com	⊠	Select
Hrustyk Nicole	Nicole Hrustyk @w/Isonelser.com		V
Jorge Ramirez	Joroe,Ramirez@wilscneiser.com	⊠	V
filson Elser Moskowitz Edelman & Dicker LLP Name	Email		Select
Lani Maile	Lani. Malle @wilsonelser.com		V
Vilson, Elser Name	Email		Select
1-Che Lai	I-Che.Lai@wilsonelser.com		V

I further certify that I served a copy of this document by mailing a true and correct copy thereof, postage prepaid, addressed to:

N/A

J. Case J. Case, an employee of Marquis Aurbach Coffing

Page 8 of 8

MAC:05161-019 3017808_1 3/29/2017 3:55 PM

EXHIBIT 18

*,	
BUILDING 8	
LANDSCAPING	
	Not started
REINFORCING STEEL LABOR	Complete
REINFORCING STEEL MATERIA	
EXCAVATE FOOTINGS	Complete
PLACE FOOTINGS	Complete
FORM/PLACE WALLS	Complete
FORM/PLACE COLUMNS	Complete
PLACE SLAB ON GRADE	Complete
FORM/PLACE DECK	Complete
LTWEIGHT CONCRETE	Not started
PRECAST FLOOR 1	Not started
PRECAST FLOOR 2	Not strated
PRECAST FLOOR 3	Not started
PRECAST FLOOR 4	Not started
MASONRY CMU	Not started
THIN BRICK VENEER	Not started
GRANITE	Not started
MISC. STEEL	Not started
WOOD FRAMING L1 LABOR/EQ	Complete
WOOD FRAMING L1 MATERIAL	Complete
WOOD FRAMING L2 LABOR/EQ	Complete
WOOD FRAMING L2 MATERIAL	Complete
WOOD FRAMING L3 LABOR/EQ	Complete
WOOD FRAMING L3 MATERIAL	Comp lete
WOOD FRAMING L4 LABOR/EQ	Complete
WOOD FRAMING L4 MATERIAL	Complete
WOOD FRAMING RF LABOR/EQ	Complete
WOOD FRAMING RF MATERIAL	Complete
FINISH CARPENTRY	Not started
INSULATION	Substantially complete
ROOFING	Substantially complete
WATERPROOFING	Below grade perimeter walls substantially complete and backfilled
STUCCO	Scratch and brown coat in progress
WINDOWS	Substantially complete
DRYWALL	Wall and ceiling drywall hanging in progress
FLOORING	Not started
PAINTING	Not started
APPLIANCES	Not slarted
ELEVATORS	Not started
MECH. MOBILIZATION	As progress requires/justifies
MECH. SUBMITTALS	As progress requires/justifies
MECH. GENERAL CONDITIONS	As progress requires/usifies
	As progress requires/ustifies

In the contract of the contrac

PLUMBING BELOW PODIUM	
PERMIT	As progress requires/justifies
EXCAVATION/BACKFILL	Substantially complete
U/G SANITARY PIPING	Substantially complete
U/G STORM PIPING	Substantially complete
PRECAST STRUCTURES	Not started
PLUMBING FIRST FLOOR	
A/G WASTE & VENT	Substantially complete
DRAINS/CARRIERS	Substantially complete
SLEEVES/INSERTS	Substantially complete
A/G STORM PIPING	Substantially complete
A/G DOMESTIC WATER	Substantially complete
A/G GAS PIPING	Substantially complete
TUBS & HOOKUPS	Substantially complete
PLUMBING FIXTURES	Not started
PLUMBING EQUIPMENT	Not started
CONDENSATE PIPING	Substantially complete
PLUMBING TESTING	In progress
PLUMBING IDENTIFICATION	Not started
INSULATION - FIRESTOP	
	In progress
PLUMBING SECOND FLOOR	
A/G WASTE & VENT	Substantially complete
DRAINS/CARRIERS	Substantially complete
A/G STORM PIPING	Substantially complete
A/G DOMESTIC WATER	Substantially complete
A/G GAS PIPING	Substantially complete
TUBS & HOOKUPS	Substantially complete
PLUMBING FIXTURES	Not started
PLUMBING EQUIPMENT	Not started
CONDENSATE PIPING	Substantially complete
PLUMBING TESTING	In progress
PLUMBING IDENTIFICATION	Not started
INSULATION - FIRESTOP	In progress
PLUMBING THIRD FLOOR	
AVG WASTE & VENT	Substantially complete
DRAINS/CARRIERS	Substantially complete
AVG STORM PIPING	Substantially complete
AVG DOMESTIC WATER	Substantially complete
A/G GAS PIPING	Substantially complete
TUBS & HOOKUPS	Substantially complete
PLUMBING FIXTURES	Not started
PLUMBING EQUIPMENT	Not started
CONDENSATE PIPING	Substantially complete
PLUMBING TESTING	In progress
PLUMBING IDENTIFICATION	Not started
NSULATION - FIRESTOP	In progress

WOOD FRAMING L1 LABORVEOUIP	*	199,015	49	199,015	49			4	,	20.03	N	19.604.60	u.	40 004 Kn	450 DOR	450
WOOD PRAMING L1 MATERIAL	60	245,918	*	245,918	67-	-		50			+	24,591.80	8	24,691,80	100.00%	100.00%
WOOD FRAMING L2 LABORYEGUIP	67	177,141	49	177,141	69			••	-	1777.141	<u> </u>	17.714.10		17 714 4D	100 00%	400 not
WOOD FRAIMING L2 MATERIAL	60	229,647	67	229,547	55	-		90	1		+-	22.954.70		22 954 70	100 00%	100 004
WOOD FRAMING L'S LABOR/EQUIP	85	177,141	60	177,141	85	-		87				17.713.B0	67	17 748 BD	400 00K	100 006
WOOD FRAMING L3 MATERIAL	8	226,039	67	226,039	49			100			4	22.603.90	67	22 503 90	100 00%	100 00%
WOOD FRAMING LA LABORIEQUIP	\$	162,032	**	162,032	19			65	†		+-	16.203.20	62	18 203 20	100 00%	100 00%
WOOD FRAMING LA MATERIAL	59	148,941	10	146,941	69			10		and the second second	4	14.694.10	55	14 694 10	100 DOM	100 00%
WOOD FRAMING RF LABOR/EQUIP	89	61,646	8	61,646	us.		4	10				8,164.60	CA	8.184.60	100.00%	100.00%
WOOD FRAMING RF MATERIAL	*	179,580	et .	179,580	67	,		50			-	17.958.00	VI	17.958.00	100 DO%	100 00%
FINISH CARPENTRY	69	600,000	50	600,000	53	234,083 81 \$	23,409.38	\$ 210	210,675.43 \$		s 6	24.241.88	"	381 823 07	40.40%	10.00%
INSULATION	49	91,800	97	91,800	107	31,305.00 \$			 		+	7,344,00		25.704.00	90.00%	80,00%
ROOFING	69	220,022	•	157,738	67	3,154.76 \$	315.48	80	2,839,28 \$	-	_	15,300.59		20.032 73	97 00%	100 00%
WATERPROOFING	93	123,860	**	88,475	8	-					1	4.818.97		17 922 24	77 63%	AND DOM
втиссо	60	398,700	97	386,700	97	137,042,50 \$	13,704,25	\$ 123	123,338,25 \$		1	15.882.00		DSS 742 00	40 48K	40 00g
MINDOWS	S	254,000	95	254,000	49	+		1	+		+	23.817.20		19 645 20	3424	199 00%
DRYWALL	ca	000,000	•	1.054.050	82	118,500.00 \$	11.850.00	\$ 104	104.850.00 \$		+	BO 400 DO		510 A50 nm	57 NO.	70 006
FLOORING	873	300,000	57	300,000	89	+-			+-		+			0000000	0 00 0	0.004
PAINTING	59	785,000	17	353,119 \$	100	97		67	09		69			363 118 50	0.00%	7000
APPLIANCES	45	112,000	49	112,000	47			67		1	45		Ì	112.000.00	0.00%	0.00%
ELEVATORS	45	274,926	**	274,928	59			u9		192,356	+	19,235.60		101,805,60	82.6	0.00%
MECH. MOBILIZATION	89	12,500	49	12,500	69	1		60	1	12,000		+-		1.700.00	98.00%	98.00%
MECH, BUBARTTALS	20	1,125	60	1,125	89	1	,	679			-	-	8	112.50	100.00%	100.00
MECH, GENERAL CONDITIONS	*	1,774	63	1,774	67	•		49				120.62	8	688.22	68.00%	68.00%
МЕСН. СLOSEOUT DOCUMENTS	40	1,000	67	1,000	49		,	17		•	69		50	1,000.00	0.00%	9,000
HVAC FIRST FLOOR																
PERMIT	s	5,250	69	6,250	43			**	1	6,260	\$ 00	625.00	65	625.00	100.00%	100.00%
PRE-ROCKLINE BET PIPING	69	24,618	en	24,818			•	••			\$P	2,461.84	5 3	2,461.84	100.00%	100,00%
FAU MATERIALS	50	19,895	89	19,685	67			1	\rightarrow		8	1,969.47		1,969.47	100.00%	100.00%
коџан вист	50	19,695	9	19,685 \$	97	18,694.72 \$	1,989,47	\$ 17	17,726.26 \$		-	1,989.47	69	-	100.00%	100.00%
CONDENSER MATERIALS	9	18,695	87	19,685		+			-	18,695	-	1,989.47	50	\Rightarrow	100.00%	100.00%
SET CONDENSERS		4,924	10	4,924		4,023.68	492.37		4,431,31 \$	4'854	-	492.37	67	402.37	100.00%	100.001
SET TRUM	89	4,924	47	4,924			•	*		•	57		\$	4,923.68	0.00%	9,00%
START UP	93	4,824	8	4,924	57			100		•	5	-	50	4,823.68	0.00%	0.00%
DOF BOCK INF SET PIPING		24 61R	e/	24.648					-	24 849	9	2 464 84		2 40 4 04	400 000	400 000
PAU MATERIALS	00	19,895	69	19.695		+		97	1			1.089.47		1 969 47	400.00%	100.00%
жоиси рист	89	19,895	69	19,895	100	19,684.72 \$	1.969.47		17.725.25 S	19,695	-	1.859.47	61	÷	100 00%	100.00%
CONDENSER MATERIALS	60	19,685	97	19,685	47	+			+	19,695	-	+-	5	+	100.00%	100.00%
SET CONDENSERS	69	4,924	47	4,924	65	4,923.68 \$	492.37	es A	4,431.31 \$		4	-	8	482.37	100.001	100 00%
SET TRIM	59	4.924	89	4,924	6/9	1		25		•	49	٠	57	4,923.68	0.00%	0.00%
STARTUP	49	4.924	89	4,924	49		1	67	1	•	69		E/S	4,923.68	96000	0.00%
HVAC THIRD FLOOR	1															
PRE-ROCKAINE SET PIPING	40	24,618	67	24,618	672		1	47		24,818	\rightarrow	\rightarrow	10	-	100.00%	100.00%
FAU MATERIALS	*	19,695	10	19,895				-	-+	19,695	-	-	57	1,989.47	100.00%	100.00%
ROUGH DUCT	<u>.</u>	19,695	9	19,685	2	19,684.72 \$	1,969.47		17,725,25 \$	19,895	-	-	50	make.	100.00%	100.00%
COMPRESSER MATERIALS	,	19,035	9 0	19,535	77 0			2	2 20 707	19,685		1,908.47	,	1,909.47	100.00%	100.00%
Ser Talia	9 86	4,954	2 0	4 024		+			901.01	A,00	2 4	+		_	TOU.DUTA	מסימים ט
START UP	u u	4.924	67	4.924	91	T		91						4 R23 RA	0.00%	0.00%
HVAC FOURTH FLOOR						1					-					
PRE-ROCKLINE SET PIPING	87	24,618	97	24,818	99		•	62		24,818	50	2,461.84	67	2,481.84	100.001	100.00%
FAU MATERIALS	8	19,695	sr		s			85	•	19,895	-	-	87		100.00%	100.00%
поизн рист	.,	19,685	N2	19,695	69	1		**	1	•	877			19,884,72	0.00%	0.00%
CONDENSER MATERIALS	89	19,695	67	19,886	**		•	SP.		19,695	\$ 22	1,989.47	10	1,989.47	100.00%	100,00%
SET CONDEMSERS	o/	A G24	•									The state of the s		į	The same of the sa	

WOOD FRAMING L1 LABOR/EQUIP	p .	199,015	1/2	189,015	n	4		7			100018	40 004 67	5	40,004 ED	=	
WOOD FRAMING L1 MATERIAL	140	245,918	an	245,918	8			8			-		+	24.591.80	100 00%	100 004
WOOD FRAMING L2 LABOR/EQUIP	49	177,141	60	177,141	87		,	67			+-	1	+-	17 744 40	4	100 001
WOOD FRAMING L2 MATERIAL	8	229,547	10	229,547	7 8	1	,				_	ı	-	22 054 70		400 000
WOOD FRAMING L3 LABORIEGUIP	65	177,141	**	177,141	-			197	1				-	47 744 40	-	400 000
MOCO FRAMING L3 MATERIAL	49	228,039	93	228,039	8			97			-		+-	22 804 00	400,000	400 004
WOOD FRAMING L4 LABOR/EQUIP	80	182,032	67	162,032	85			87			_		<u></u> -	18 203 20	_	400.00
WOOD FRAMING L4 MATERIAL	49	148,941	97	146,841	89	1	,	67			+		-	14 894 50	=	400 004
WOOD FRANING RF LABOR/EQUIP	49	81,646	**	61,648	89	1		69			+		+-	6 164 80	100.00%	400.00%
WOOD FRAMING RF MATERIAL	10	179,580	19	179,580	9	1		8	-		*-	ľ	+-	17.958 DO	100 00%	100.004
FINISH CARPENTRY	*	600,000	\$	800,000	89	169,178,68 \$	18,917,87	\$ 15	152,260,81 \$		+	1	+-	410.982.28	36.04%	40.00
INSULATION	**	91,800	6/3	91,800	8 0	-		Ι.	-		82,620 \$	1	4	17,442.00	80006	39.00%
ROOFING	44	220,020	69	157,738	8	6,308.72 \$		97	5,677.85	-	+	1	-1-	17.184.18	200.08	100 008
WATERPROOFING	80	123,800	49	59,475	69	+			-		-		4-	17 922 24	77 Brek	00 00
STUCCO	97	398,700	89	388,700	s	238,792,50 \$	23.879.25		214.913.25 \$	1	-	ľ		128 027 EA	76.00	78 000
MINDOWS	45	254,000	67	254,000	8	+			-		+	23 817 20	-	39 845 20	0.0 Type	Da need
DRYWALL	49	900,000	47	1,054,050	S	217.832.50 \$	21.783.25	8 19	195 R80 25 S		7	1	+-	A27 A20 7E	200	20,00
FLOORING	57	300,000	60	300,000	+	+	1		+		+		+	300 000 000	O Order	10.00
PAINTING	W)	785,000	**	353,118	65	•		67	-				67	353 147 50	0.00%	0.000
APPLIANCES	49	112,000	67	112,000	8			*	43		- 60		63	112.000.00	%00.0	0.00%
ELEVATORS	49	274,926	en	274,926 \$	69	117,031.00 \$	11,703,10	47	105,327.90 \$		189,531 \$	18,953.10	+	104.348.10	20 94%	0.00%
MECH. MOBILIZATION	*	12,600	89	12,500	69	1		80)	-		1	1.050.00	8	3,050.00	84 00%	84 00%
MECH. SUBMITTALS	\$	1,126	89	1,125	80	1		69				112.50	+	112.50	100 on%	300 00%
MECH. GENERAL CONDITIONS	40	1,774	67	1,774	55	1		69			+	120.82	+	888.22	68.00%	88.00%
MECH. CLOSIEDUT DOCUMENTS	8	1,000	89	1,000	40	1	•	65				•	+	1.000.00	%000	0.00%
MVAC FRST FLOOR							Abbrell-differential management						-			
PERMIT	19	6,250	**	5,260	8	19 1		107			6,260 \$	625.00	* 00	626.00	100.00%	100.00%
PRE-ROCKAINE SET PIPING	*	24,818	69	24,618	59			**			24,618 \$	2,461.84	8	2.481.84	100.00%	100.00%
FAU MATERALS	60	19,695	46	19,696	\$		_	69	,		19,685 \$	1,968.47	8 29	1,989.47	100,00%	100.00%
ROUGH DUCT	49	19,695	67	19,695	19	14,771.04 5	1,477.10	\$ 1	13,293.94 \$		19,695 \$	1,969.47	\$ 23	1,989,47	100.00%	100.00%
CONDENSER MATERIALS	40	19,685	69	19,685	49		٠	17			19,695 \$	1,989.47	17 5	1,969.47	100.00%	100.00%
SET CONDENSERS	*	4,924	49	4,924	55	984.74 \$	98.47	67	888.27 \$		4,924 \$	492.37	37 \$	492.37	100.00%	100.00%
SET TRIM	8	4,824	69	4,924	**	1		49			1	•	69	4,923.68	0.00%	0,00%
START UP	679	4,824	th	4,924	**	•		97	59		57		**	4,923.88	0.00%	0.00%
MVAC SECOND PLOOR								-	1							
PRE-ROCKLINE SET PIPING	67	24,818	67	24,618	8	•		49			24,818 \$	2,461.84	8 8	2,461.84	100.00%	100.00%
FAUMATERALS	9	19,695	65	19,895			r	17			19,695 \$	1,989.47	17 \$	1,989.47	100.00%	100.00%
ROUGH DUCT	9	18,685	40	19,685	50	19,684.72 \$	1,969.47	5	17,725.26 \$		19,695 \$	1,969.47	8 2	1,969.47	100.00%	100.001
CONDENSER MATERIALS	9	19,695	•5	19,695	49		•	107			19,695 \$	1,969,47	12 3	1,969.47	100.00%	100.00%
SET CONDENSERS	8	4,824	40	4,924	59	984.74 \$	59.47	99	886.27 \$		4.824 \$	492.37	37 \$	482.37	100.00%	100.00%
SET TRIM	59	4,924		4,824			•	97			1	•	47	4,823.68	0.00%	%00.0
SIANI UP		4,824	ub.	4,824	10		•	97			\$		20	4,923.88	0.00%	0.00%
MARIE FRANCISCO		440	1						-				-			
PICTROCKLING SET PHYNG	,	24,676	י מ	24,618 \$	4	5		47				2,481.84	-+	2,451.84	100.00%	100.00%
CON MALESTANTO	<i>a</i>	18,585	9	19,695		1		1	-			1,969.47	-+	1,969.47	100.00%	100.00%
MOUSE DOC!		19,595	n (19,695		19,694.72	1,989.47		17,725.26 \$		19,605 \$	1,069.47	-	1,989.47	100,00%	100.00%
CONDENSEN MAIERALD		CAD'AL	2	C89'81	-	+		10	+		19,695 \$	1,969.47	+	1,969.47	100.00%	100.00%
SEL CONDENSERS	,	4,824	10	4,924		984.74 5	98.47	67	888.27		4,824 \$	492.37	-+	482.37	100.00%	100.00%
SET INOM		4,924	es l	4,924		1	•	*	•		1	-	69	4,923,58	0.00%	0.00%
SIAKI UP		4,824	10	4.924	2	•	1	100			40		10	4,623,68	0.00%	0.00%
MARC FOURTH FLOOR		040	-		-	+		-	-				-+			
PRE-ROCKLINE SET PIPING		24,618	20	24,618	_	67	٠	•	•			2,461.84		2,461.84	100,00%	100,00%
-AU MAIERALS	9	19,695	100	19,695				*			19,695 \$	1,969.47	2	1.869.47	100.00%	100.00%
HOUGH DUCT	10	18,685	10	19,695		1	-	*			-	'	5	19,694.72	0.00%	100.00%
CONDENSER MATERIALS	10	19,695	••	19,695			-	*		-	19,605 \$	1,969,47	2 2	1,989.47	100,00%	100.00%
COLOR DE LOS DE LA COLOR DE LA	4	****		1 000	•	-										

provided to take a contract to the contract of



Suite 140 Las Vegas, Nevada 89143

CONSTRUCTION PROGRESS REPORT

Project Name: Project Address:	Manhattan West Condominiums Las Vegas, NV		Date	9/4/2008		nth _{art} hornach
	ManhattanWest Senior Const	Site Visit No.: 10	Date	9/4/2008		
		y Application No.: 10	Data	71241000		
	Contractor Pa	For The Period:	7/1/2008	7/31/200 to	7/31/2008	
W 1885 At	FUNDING ST	ATEMENT				pidilina

This analysis is based on a review of the documentation provided, conditions of the project observed on the date of the field inspection and/or verbal communications. See attached schedule of values, percentages of completion, loan budget line item comments and photographs.

The work and progress appear to be adequate and sufficient and Nevada Construction Services recommends funding ManhattanWest Senior Construction Draw # 9 (Contractor Pay Application #10), dated, July 31, 2008, for the amount approved by the borrower of \$8,307,487.13.

EXECUTIVE SUMMARY

Building 2 has the first, second and third level concrete slabs poured, the concrete elevator/stair shaft walls complete, the fireproofing complete for the third level, the perimeter framing and exterior drywall complete, the window frames and glass near completion, the common area HVAC, plumbing, electrical and fire sprinkler rough-ins in progress, the common area partition wall framing near complete, the common area drywall hung and the taping substantially complete, the roofing complete, the roofing complete, the roofing complete, the roofing substantially concrete slabs poured, the concrete elevator/stair shaft walls poured, the fireproofing complete for the third level, the roofing substantially complete, the perimeter steel stud framing and exterior drywall complete, the aluminum window frames and glass near completion, the stucco lath in progress, the common area steel stud framing and drywall started. Building 7 has the first and second level concrete poured, the structural steel erection near completion, the fireproofing complete through the eighth level, the partition wall framing in progress through the ninth level, all rough-ins in progress through the eighth level and the drywall hanging started. Building 9 has the roofing complete, the stucco lath substantially complete, the stucco scratch, brown and finish coats in progress at varying stages of completion in different sections, the concealed rough-ins complete, the wall drywall hung and the taping and celling drywall hanging in progress. Building 8 has the roofing substantially complete, the exterior drywall hung, the stucco in progress, the concealed rough-ins complete and the drywall hanging and taping in progress.

Conformance to Original Specifications Statement: All work completed as of date of inspection appears to conform to current plans, specifications and addenda.

Keith Schleichardi

Page 1 of 40

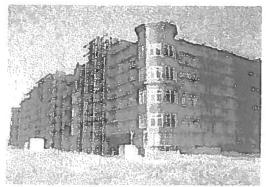
04274

	Tu Tu
	. Budget
	The project appears to be within the contract budget.
	The project should be completed within the contract budget.
_	The project should be completed within the contract budget.
_	
	Pay Applications (Draw Request)
	The amounts requested are consistent with the value and types of completed construction work in place.
	Materials stored on site are stored in protected and secure environment to prevent any damage or loss.
	- Institute electron and the date of the protection and secure distribution to prevent any variety variety of these.
	Behalish should William and the state of the
	Materials stored off site are/are not stored in accordance with contract documents requirements.
	Not applicable at this time.
	Project Changes
	The proposed change orders should not adversely impact the budget.
	The costs of the proposed change orders appear to be fair and reasonable.
	The budgets of the proposed change of their appeal to be fall and reasonable.
	The budget set aside (contingency) for changes appears adequate.
_	
P	Schedule
	The revised project schedule has been submitted to the owner for approval
	 this statement is assuming the pending change orders revising the contract amount and duration are approved
	The project should be completed by the revised schedule.
_	the project should be completed by the pending change orders adjusted time allowances
_	The project another be completed by the pending change orders adjusted time allowances
	Project Changes
	The proposed changes should not adversely impact the schedule.
	 the proposed change orders request additional contract duration for delays
	The time requests for proposed changes appear reasonable.
=	Recent Milestones and Activities
	Buildings 2, 8 & 9 stucco in progress; Building 3 stucco lath started
	Upcoming Milestones and Activities
	Completion of Building 7 structural steel erection
	Exterior stucco on Buildings 2, 8 and 9
	Exterior deader are surior (get a) of the o
_	
	Project Documentation
	The contractor is updating (revising) the project schedule accurately and on a regular basis.
0	Quality
	In-place construction work
	 The quality of the work in place construction work appears to be in compliance with the project plans and specifications.
	• Francisco de la constanta de
	Contractor-Subcontractor Coordination
	The project is sufficiently manned.
	 The Contractor/Subcontractor job site coordination meetings are being held.
	 Sufficient pre-work instructions are being given to the job site subcontractors, by the A/E and/or CM.
	Project inspections
_	
	 All required code, quality assurance, manufacturers', A/E and CM inspections are being performed. These
	inspections have been within codes and guidelines required.
	 The project milestones/critical interfaces/systems integration events and activities have been identified. The
	required/necessary inspections have been coordinated with same.
	The second is the second of th
-	Puriosi Changes
	Project Changes
	 The proposed changes appear to be consistent with the scope and nature of the project.
	 The proposed changes should not adversely impact the quality of the project.
	Project Documentation
-	
	The project's record drawings are being regularly updated.
	 All addenda, change documentation, RFIs, ASIs, etc. are being regularly posted into the project's working
	and record set of plans and specifications.
	The project's closeout documentation and instructions are adequate to ensure an efficient closeout.

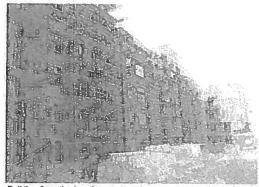
Page 2 of 40

D. Issues Issues which could adversely impact either the baseline budget, schedule or quality, if they are not resolved properly, are	
described discussed and evaluated below. Where helpful or useful, photos accompany the text. There were no adverse effect issues noted during this inspection. Issue 1	
Identification: Owner / Developer has dicharged and replaced the original General Contractor	
Impact: None apparent at this time	
Resolution: New General Contractor has mobilized and assumed project General Contractor responsibilities	
Issue 2	
ldentification:	
Impact:	ě.
Resolution:	
Issue 3	
** ** *** *** *** *** *** *** *** ***	
Impact:	0.00
The state of the s	
Resolution:	

Project Photos



Building 9 south elevation - stucco scratch, brown and finish in progress



Building 9 north elevation



Building 9 second floor typical unit interior elevation



Building 8 second floor corridor interior elevation



Building #8 north elevation

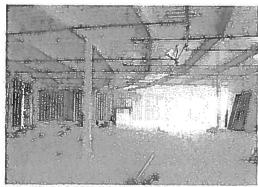


Building 8 third floor typical unit interior elevation

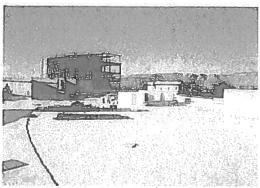
Project Photos



Building #2 west elevation - stucco lath and stucco scratch, brown and finish in progress



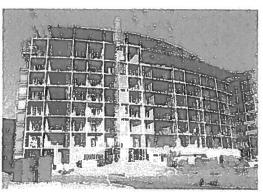
Building 3 first foor south half Interior elevation



Building 3 roof - membrane roofing substantially complete, screen and parapit walls' stucco lath in progress



Building 3 west elevation



Building 7 east elevation



Building #7 north and west elevations

Budget Line Item Comments

Loan Budget Line Item	Comment
GRADING	
MOBILIZATION	Substantially complete
SITE PREP/MASS EXCAVATION	Substantially complete
SITE WATER	Substantially complete
SITE STORM SEWER	Substantially complete
SITE SANITARY SEWER	Substantially complete
INSURANCE	As progress requires/justifies
ON/OFFSITE IMPROVEMENTS	
OFFSITES RUSSELL PAVING	Not started
OFFSITES RUSSELL CURB/GUT	
OFFSITES SIDEWALKS RUSSEL	
ASPHALT PAVING PHASE I	Not started
CURB/GUTTER PHASE 1	In progress
SIDEWALKS PHASE 1	Not started
BRICK PAVERS PHASE 1	Not started
SITE FURNISHINGS PHASE 1	Not started
POOLS	Not started
ELECTRICAL ENGINEERING	As progress requires/justifies
MOBILIZATION	As progress requires/justifies
OFFICE TRAILER/ADMIN 24 Mos	
PRJT. ENG, CAD, PRJT. ASST.	As progress requires/justifies
ELECTRICAL PERMITS	As progress requires/justifies
SUBMITTALS	As progress requires/justifies
SUPERVISION/PLANNING/COOF	
FURNISH LANDSCAPE LIGHTING	
FURNISH COURTYARD LIGHTIN	
FURNISH SPORTS LIGHTING	Not started
FURNISH PARKING POLE LIGHT	NoI started
APCO CONTRACTOR FEE	As progress requires/justifies
	1

BUILDING 2 's	T The state of the
LANDSCAPING	Not started
REINFORCING STEEL LABOR	Complete
THE RESIDENCE OF STREET, SALES	
REINFORCING STEEL MATERIA	
EXCAVATE FOOTINGS	Complets
PLACE FOOTINGS	Complete
FORM/PLACE LOWER WALLS	Complete
FORM/PLACE LOWER COLUMN	
PLACE/FINISH SLAB ON GRADE	
FORM/PLACE MID DECK	Complete
FORM/PLACE MID WALLS	Complete
FORM/PLACE MID COLUMNS	Complete
FORM/PLACE UPPER DECK	Complete
PRECAST FLOOR 1	In progress
PRECAST FLOOR 2	n progress
PRECAST FLOOR 3	In progress
PRECAST FLOOR 4	In progress
MASONRY CMU	Substantially complete
THIN BRICK VENEER	Not started
GRANITE	Not started
STEEL	Complete
FINISH CARPENTRY	Not started
FIREPROOFING	Complete
INSULATION	Substantially complete
ROOFING	Substantially complete
	Substantially complete
	Brown and finish in progress at varying areas of the exterior
WINDOWS	Frames Installed; glass in progress and near completion
STOREFRONT DOORS	In progress
LGMF/DRYWALL	Exterior board complete; Interior board near completion, with common area drywall taping near completion
FLOORING	Not started
	Not started
	Not started
MECH, MOBILIZATION	As progress requires/justifies
MECH, SUBMITTALS	As progress requires/pustifies
THE RESERVE OF THE PARTY OF THE	As progress requires/justifies
The second secon	As progress requires/justifies
HVAC PERMIT	As progress requires/justifies
HVAC PRE-ROCK/LINE SET PIPI	
	In progress
	In progress
	Not started
The second secon	Not started
	Not started
	Not started
NAME START OF	NOT BESTIEG

PLUMBING PERMIT	As progress requires/justifies
EXCAVATION/BACKFILL	Substantially complete
U/G SANITARY PIPING	Substantially complete
WG STORM PIPING	Substantially complete
PRECAST STRUCTURES	Not started
BLDG. WATER SERVICE	Substantially complete
SLEEVES/INSERTS	Substantially complete
A/G WASTE & VENT	Substantially complete
DRAINS/CARRIERS	Substantially complete
A/G STORM PIPING	Substantially complete
A/G DOMESTIC WATER	Substantially complete
PLUMBING TESTING	n progress
PLUMBING FIXTURES	Not started
PLUMBING EQUIPMENT	in progress
PLBG. INSULATION - FIRESTOP	Substantially complete
ELECTRICAL ENGINEERING	As progress requires/justifies
ELECTRICAL MOBILIZATION	As progress requires/justifies
OFFICE TRAILER/ADMIN 24 Mos	As progress requires/justifies
PRJT. ENG, CAD, PRJT. ASST.	As progress requires/justifies
ELECTRICAL PERMITS	As progress requires/justifies
SUBMITTALS	As progress requires/justifies
SUPERVISION/PLANNING/COOF	As progress requires/justifies
IGHT FIXTURE PACKAGE	Stored
DISTRIBUTION PACKAGE	Rough-in substantially complete
OW VOLT SYS FA, CCTV, CA	Rough-in substantially complete
and SUBLEVEL GAR UG & DECK	Substantially complete
ISI SUBLEVEL GAR UG & DECK	Substantially complete
at FLOOR ROUGH & TRIM	In progress
2nd FLOOR ROUGH & TRIM	In progress
Ird FLOOR ROUGH & TRIM	In progress
IN FLOOR ROUGH & TRIM	în progress
ROOF PLAN	In progress
APCO CONTRACTOR FEE	As progress requires/justifies

LANDSCAPING REINFORCING STEEL MATERN Debatandily complete EXCAVATE FOOTINGS Cemplete EXCAVATE FOOTINGS Cemplete EXCAVATE FOOTINGS Cemplete FORMPLAGE LOWER WALLS Complete FORMPLAGE LOWER WALLS COMPlete FORMPLAGE LOWER WALLS FORMPLAGE MOVER COLLINGS FORMPLAGE MOVER COLLINGS COMPlete FORMPLAGE MOVER COLLINGS FORMPLAGE MOVALLS COMPlete FORMPLAGE MOVALLS COMPlete FORMPLAGE MOVALS FORMPLAGE FORM	BUILDING 3 '-	
REINFORCING STEEL LABOR REINFORCING STEEL MATERIA EXCAVATE FOOTTINGS Complete PLACE FOOTTINGS Complete FORMPLACE LOWER WALLS FORMPLACE LOWER COLUMN Complete FORMPLACE LOWER COLUMN Complete FORMPLACE LOWER COLUMN Complete FORMPLACE MID DECK FORMPLACE MID DECK FORMPLACE MID DECK FORMPLACE MID COLUMNS Complete FORMPLACE MID COLUMNS FORMPLACE FORMPLACE MID COLUMNS FORMPLACE FORMPLACE MID COLUMNS FORMPLACE FORMPLACE MID COLUMNS FORMPLACE FORMPLACE MID COLUMNS FORMPLACE FORMPLACE MID COLUMNS FORMPLACE FORMPLACE MID COLUMNS FORMPLACE FORMPLACE MID COLUMNS FORMPLACE FORMPLACE MID COLUMNS FORMPLACE FORMPLACE MID COLUMNS FORMPLACE FORMPLACE MID COLUMNS FORMPLACE FORMPLACE MID COLUMNS FORMPLACE FORMPLACE MID COLUMNS FORMPLACE FORMPLACE MID COLUMNS FORMPLACE FORMPLACE MID	The second secon	Not etadad
REINFORCING STEEL MATERIA PLACE FOOTINGS Complete PLACE FOOTINGS Complete FORWIPLACE LOWER WALLS FORWIPLACE LOWER WALLS FORWIPLACE MID DECK Complete PLACE/FORMISH SLAB ON GRADE PLACE MID WALLS FORWIPLACE MID DECK FORWIPLACE MID DECK FORWIPLACE MID DECK FORWIPLACE MID DECK FORWIPLACE MID COLUMNS FORWIPLACE MID WALLS FORWIPLACE MID WALLS FORWIPLACE MID WALLS FORWIPLACE MID COLUMNS FORWIPLACE MID WALLS FORWIP		
EXCAVATE FOOTINGS Complete PORMPLACE LOWER COLUMN Complete PORMPLACE LOWER COLUMN Complete PORMPLACE LOWER COLUMN Complete PORMPLACE MID DECK FORMPLACE MID DECK FORMPLACE MID DECK FORMPLACE MID WALLS Complete PORMPLACE MID COLUMN FORMPLACE FORMPLACE MID COLUMN FORMPLACE FORMPLACE MID COLUMN FORMPLACE FORMPLACE MID COLUMN FORMPLACE FORMPLACE MID FORMPLACE FORMPL	Miller and the second s	
PLACE FOOTINGS FORMPLACE LOWER WALLS FORMPLACE LOWER COLUNN Complete PLACE/FINISH SLAB ON GRADE PLACE/FINISH SLAB ON GRADE Complete FORMPLACE MID DECK Complete FORMPLACE MID DECK Complete FORMPLACE MID COLUNNS FORMPLACE MID COLUNNS Complete FORMPLACE MID COLUNNS FORMPLACE WID WALLS FOR		
FORMPLACE LOWER COLUNN Complete FORMPLACE MID COLUNNS Complete FORMPLACE MID COLUNNS Complete FORMPLACE MID COLUNNS Complete FORMPLACE MID COLUNNS Complete FORMPLACE MID COLUNNS Complete FORMPLACE MID COLUNNS Complete FORMPLACE MID COLUNNS Complete FORMPLACE MID COLUNNS Complete FORMPLACE MID COLUNNS Complete FORMPLACE MID COLUNNS Complete FORMPLACE MID COLUNNS Complete FORMPLACE MID COLUNNS Complete FORMPLACE MID COLUNNS Complete FORMPLACE MID COLUNNS Complete FORMPLACE MID COLUNNS Complete FORMPLACE MID COLUNNS Not started PRECAST FLOOR 1 Not started PRECAST FLOOR 2 Not started PRECAST FLOOR 3 Not started MASONRY CMU Not started MASONRY CMU Not started MASONRY CMU Not started GRANITE Not started Complete FINSH CARPENTRY Not started Complete INSULATION In progress FUECO Leth started WATERPROOFING Substantially complete WATERPROOFING Substantially complete WATERPROOFING Substantially complete and glass in progress; additional materials stored and in progress FUECO Leth started Not coullings No started Not start	Application of the Control of the Co	
FORM/PLACE LOWER COLUMNS Complete PLACE/FINISH SLAS ON GRADE FORM/PLACE MID DECK FORM/PLACE MID DECK FORM/PLACE MID DECK FORM/PLACE MID COLUMNS FORM/PLACE MID COLUMNS FORM/PLACE MID COLUMNS FORM/PLACE MID COLUMNS FORM/PLACE UPPER DECK Complete PRECAST FLOOR 1 Not started PRECAST FLOOR 2 Not started PRECAST FLOOR 3 Not started MASONRY CMU Not started MASONRY CMU Not started MASONRY CMU Not started MASONRY CMU Not started MASONRY CMU Not started MASONRY CMU Not started FINISH CARPENTRY Not started STEEL Complete PINISH CARPENTRY Not started FINISH CARPENTRY Not started STEEL Complete UNSULATION In progress ROOFING Substantially complete UNSULATION In progress STOCO Leth started WINDOWS Frames substantially complete and glass in progress; additional materials stored and in progress STOREFRONT DOORS Frames substantially complete and glass in progress; additional materials stored and in progress FOREFRONT DOORS Frames substantially complete and glass in progress; additional materials stored and in progress FOREFRONT DOORS Frames substantially complete and glass in progress; additional materials stored and in progress FOREFRONT DOORS Frames substantially complete and glass in progress; additional materials stored and in progress FOREFRONT DOORS Frames substantially complete and glass in progress; additional materials stored and in progress FOREFRONT DOORS Frames substantially complete and glass in progress; additional materials stored and in progress FOREFRONT DOORS Frames substantially complete and glass in progress; additional materials stored and in progress FOREFRONT DOORS Frames substantially complete and glass in progress; additional materials stored and in progress FOREFRONT DOORS Frames substantially complete and glass in progress; additional materials stored and in progress FOREFRONT DOORS Frames substantially complete and glass in progress; additional materials stored and in progress FOREFRONT DOORS Frames substantially complete ForeFrames The Progress ForeFrames The Progress ForeFrames The Progress ForeFra		
PLACE/FINISH SLAB ON GRADE FORM/PLACE MID DECK FORM/PLACE MID DECK FORM/PLACE MID WALLS Complete FORM/PLACE WID COLUNNS FORM/PLACE WID CO		
FORMPLACE MID DECK FORMPLACE MID WALLS FORMPLACE MID WALLS FORMPLACE WID COLUMNS FORMPLACE UPPER DECK PRECAST FLOOR 1 PRECAST FLOOR 2 PRECAST FLOOR 3 PRECAST FLOOR 3 PRECAST FLOOR 3 PRECAST FLOOR 4 Not started PRECAST FLOOR 4 Not started MASONRY CMU Not started MASONRY CMU Not started MASONRY CMU Not started MASONRY CMU Not started GRANITE Not started In progress STUCCO Lab started GRANITE STOREFRONT DOORS Frames substantially complete and glass in progress; additional materials stored and in progress FTOREFRONT DOORS Frames substantially complete and glass in progress; additional materials stored and in progress GRANITE FRAME SUBSTANTIAL In progress LGMF/DRYWALL In progress LGMF/DRYWALL In progress Not started Not started MECH. GRONERAL CONDITIONS Not started MECH. GRONERAL CONDITIONS As progress requires/justifies MECH. GRONERAL CONDITIONS As progress requires/justifies MECH. GRONERAL CONDITIONS As progress requires/justifies MECH. GRONERAL CONDITIONS As progress requires/justifies MECH. GRONERAL CONDITIONS As progress requires/justifies MECH. GRONERAL CONDITIONS As progress requires/justifies MECH. GRONERAL CONDITIONS As progress requires/justifies MECH. GRONERAL CONDITIONS As progress requires/justifies MECH. GRONERAL CONDITIONS As progress requires/justifies MECH. GRONERAL CONDITIONS As progress requires/justifies MECH. GRONERAL CONDITIONS As progress requires/justifies MECH. GRONERAL CONDITIONS As progress requires/justifies MECH. GRONERAL CONDITIONS As progress requires/justifies MACO EQUIPMENT NAC SET EQUIPMENT NAC SET EQUIPMENT Not started NAC SET EQUIPMENT Not started NAC SET EQUIPMENT Not started	And the second s	
FORM/PLACE MID COLUMNS FORM/PLACE WID COLUMNS FORM/PLACE WID FORM/	No. of Concession, Name and Advantage of Concession, Name and Street,	and the state of t
FORMPLACE MID COLUMNS FORMPLACE UPPER DECK PRECAST FLOOR 1 Not started PRECAST FLOOR 2 Not started PRECAST FLOOR 3 Not started MASONRY CMU Not started MASONRY CMU Not started MASONRY CMU Not started MASONRY CMU Not started MOSONRY CMU Not started MOSONRY CMU Not started MOSONRY CMU Not started THIN BRICK VENEER Not started GRANITE On jete STEEL Complete FINISH CARPENTRY Not started GRANITE On jete STEEL STEEL Complete INSULATION In progress ROOFING Substantially complete started STEEL SHOOFING Substantially complete started WATERPROOFING Substantially complete and glass in progress; additional materials stored and in progress STUCCO Lath started Finish CARPENTY DOORS Frames substantially complete and glass in progress; additional materials atored and in progress STOREFRONT DOORS Frames substantially complete and glass in progress; additional materials atored and in progress STOREFRONT DOORS Frames substantially complete and glass in progress; additional materials atored and in progress STOREFRONT DOORS Frames substantially complete and glass in progress; additional materials atored and in progress STOREFRONT DOORS Frames substantially complete and glass in progress; additional materials atored and in progress STOREFRONT DOCRING Not started Not started Not started Not started Not started As progress requires/justifies MECH. GENERAL CONDITIONS As progress requires/justifies MECH. CLOSEOUT DOCUMENT As progress requires/justifies MECH. CLOSEOUT DOCUMENT As progress requires/justifies MACC EQUIPESD MATERIALS Not started N		Oracle Control of the
FORMPLACE UPPER DECK PRECAST FLOOR 1 Not started PRECAST FLOOR 3 Not started PRECAST FLOOR 3 Not started PRECAST FLOOR 4 Not started PRECAST FLOOR 4 Not started PRECAST FLOOR 4 Not started PRECAST FLOOR 4 Not started PRECAST FLOOR 4 Not started THIN BRICK VENEER Not started GRANTE Not started GRANTE Not started GRANTE Not started Complete PRINSH CARPENTRY Not started PRECAST FLOOR 3 Not started Complete PRINSH CARPENTRY Not started PRECAST FLOOR 3 Not started PRECAST FLOOR 4 Not started Complete PRECAST FLOOR 3 Not started PRECAST FLOOR 3 Not started PRECAST FLOOR 3 PRECAST FLOOR	The second secon	
PRECAST FLOOR 1 Not started PRECAST FLOOR 2 Not started PRECAST FLOOR 3 Not started PRECAST FLOOR 4 Not started MASONY CMU Not started MASONY CMU Not started MASONY CMU Not started GRANITE Not started GRANITE Not started GRANITE Not started GRANITE Not started GRANITE Not started GRANITE Not started GRANITE Not started GRANITE Not started GRANITE Not started GRANITE Not started GRANITE Not started Complete INSULATION In progress ROCFING Substantially complete WATERPROOFING Below grade perimeter walls substantially complete; backfilling in progress STUCCO Lath started WINDOWS Frames substantially complete and glass in progress; additional materials stored and in progress STOREFRONT DOORS Frames substantially complete and glass in progress; additional materials stored and in progress LGMF/DRYWALL In progress LGMF/DRYWALL In progress LGMF/DRYWALL In progress LEWATORS Not started MECH. MOBILIZATION As progress requires/justifies MECH. MOBILIZATION As progress requires/justifies MECH. GLOSEOUT DOCUMENTA As progress requires/justifies MECH. GLOSEOUT DOCUMENTA As progress requires/justifies MECH. GLOSEOUT DOCUMENTA As progress requires/justifies MECH. GLOSEOUT DOCUMENTA As progress requires/justifies MECH. GLOSEOUT DOCUMENTA As progress requires/justifies MECH. GLOSEOUT DOCUMENTA As progress requires/justifies MECH. GLOSEOUT DOCUMENTA As progress requires/justifies MECH. GLOSEOUT DOCUMENTA As progress requires/justifies MECH. GLOSEOUT DOCUMENTA As progress requires/justifies MECH. GLOSEOUT DOCUMENTA As progress requires/justifies MECH. GLOSEOUT DOCUMENTA As progress requires/justifies MECH. GLOSEOUT DOCUMENTA As progress requires/justifies MECH. GLOSEOUT DOCUMENTA As progress requires/justifies MECH. GLOSEOUT DOCUMENTA As progress requires/justifies MECH. GLOSEOUT DOCUMENTA As progress requires/justifies MECH. GLOSEOUT DOCUMENTA As progress requires/justifies MECH. GLOSEOUT DOCUMENTA As progress requires/justifies MECH. GLOSEOUT DOCUMENTA As progress requires/j	The second secon	A STATE OF THE PARTY OF THE PAR
PRECAST FLOOR 2 Not started PRECAST FLOOR 3 Not started MASONRY CMU Not started MASONRY CMU Not started MASONRY CMU Not started MISICK VENEER Not started THIN BRICK VENEER Not started STEEL Complete FINISH CARPENTRY Not started Complete INSULATION In progress ROOFING Substantially complete STUCCO Lath started WATERPROOFING Show grade perimeter walls substantially complete; backfilling in progress STUCCO WINDOWS Frames substantially complete and glass in progress; additional materials stored and in progress STOREFRONT DOORS Frames substantially complete and glass in progress; additional materials stored and in progress In progress Worker Market	The second secon	
PRECAST FLOOR 3 Not started PRECAST FLOOR 4 Not started MASONRY CMU Not started THIN BRICK VENEER Not started GRANTE Not started STEEL Complete FINISH CARPENTRY Not started STEEL Complete FINISH CARPENTRY Not started Complete INSULATION In progress ROOFING Substantially complete substantially complete; backfilling in progress STUCCO Leth started WINDOWS Frames substantially complete and glass in progress; additional materials stored and in progress STORE-FRONT DOORS LGMF/DRYWALL In progress LGMF/DRYWALL In progress FLOORING Not started Not started Not started ELEVATORS Not started MECH. MOBILIZATION As progress requires/justifies MECH. GLOSEOUT DOCUMENT HVAC PRENATT As progress requires/justifies MECH. CLOSEOUT DOCUMENT HVAC PERMIT As progress requires/justifies MECH. CLOSEOUT DOCUMENT HVAC PERMIT As progress requires/justifies MECH. GLOSEOUT DOCUMENT HVAC PERMIT No MATERIALS In progress In p		
PRECAST FLOOR 4 MASONRY CMU Not started Not started Not started Not started Not started STEEL Complete Not started Complete Not started Complete Complete Not started In progress ROOFING Substantially complete Not progress STUCCO Lat started WINDOWS Frames substantially complete and glass in progress; additional materials stored and in progress STOREFRONT DOORS Frames substantially complete and glass in progress; additional materials stored and in progress STOREFRONT DOORS Frames substantially complete and glass in progress; additional materials stored and in progress STOREFRONT DOORS Frames substantially complete and glass in progress; additional materials stored and in progress In progress Not started Not started Not started Not started Not started As progress requires/justifies MECH, GUBMITTALS As progre		
MASONRY CMU Not started Not started STEEL Complete FINISH CARPENTRY Not started STEEL FORSH CARPENTRY Not started Complete FINISH CARPENTRY Not started Substantially complete Substantially complete WATERPROOFING Substantially complete WATERPROOFING Below grade perimeter walls substantially complete; backfilling in progress STUCCO Lath started Frames substantially complete and glass in progress; additional materials stored and in progress STOREFRONT DOORS Frames substantially complete and glass in progress; additional materials stored and in progress In progress Frames substantially complete and glass in progress; additional materials stored and in progress In progress STOREFRONT DOORS Frames substantially complete and glass in progress; additional materials stored and in progress In progress STOREFRONT DOORS Frames substantially complete and glass in progress; additional materials stored and in progress In progress STOREFRONT DOORS Frames substantially complete and glass in progress; additional materials stored and in progress In progress Frames substantially complete and glass in progress; additional materials stored and in progress STOREFRONT DOORS Frames substantially complete and glass in progress; additional materials stored and in progress In progress Frames substantially complete and glass in progress; additional materials stored and in progress Not started Not started Not started Not started Not started Not started Not started Not started Not started Not started Not started Not started Not started Not started	Contract of the Contract of th	
THIN BRICK VENEER Ont started Ordinate STEEL Complete Complete Complete Complete Complete INSULATION In progress ROOFING Substantially complete UNATERPROOFING Substantially complete STUCCO Lath started STUCCO Lath started WINDOWS Frames substantially complete and glass in progress; additional materials stored and in progress STOREFRONT DOORS Frames substantially complete and glass in progress; additional materials stored and in progress STOREFRONT DOORS Frames substantially complete and glass in progress; additional materials stored and in progress In progress Not started Not started Not started Not started Not started Not started MECH. MOBILIZATION As progress requires/justifies MECH. GENERAL CONDITIONS MECH. GENERAL CONDITIONS As progress requires/justifies MECH. GENERAL CONDITIONS MECH. GENERAL CONDITIONS MECH. GENERAL CONDITIONS M	The second secon	
GRANITE Not started STEEL Complete Complete Not started FIREPROOFING Complete INSULATION In progress ROOFING Substantially complete WATERPROOFING Below grade perimeter walls substantially complete; backfilling in progress STUCCO Lath started WINDOWS Frames substantially complete and glass in progress; additional materials stored and in progress STOREFRONT DOORS Frames substantially complete and glass in progress; additional materials stored and in progress LGMF/DRYWALL in progress LGMF/DRYWALL in progress HOLORING Not started PAINTING Not started ELEVATORS Not started ELEVATORS Not started MECH. MOBILIZATION As progress requires/justifies MECH. GENERAL CONDITIONS MECH. GENERAL CONDITIONS MECH. CLOSEOUT DOCUMENT As progress requires/justifies MECH. GENERAL CONDITIONS HAVAC PREMIT As progress requires/justifies HVAC SET EQUIPMENT Not started HVAC SET EQUIPMENT Not started HVAC SET EQUIPMENT Not started HVAC SET FRIM Not started HVAC FRE TRIM Not started HVAC FRE TRIM Not started HVAC FRE D D D TESTING Not started		
STEEL Complete FINISH CARPENTRY Not started FIREPROOFING Complete INSULATION In progress ROOFING Substantially complete WATERPROOFING Below grade perimeter walls substantially complete; backfilling in progress STUCCO Lath started WINDOWS Frames substantially complete and glass in progress; additional materials stored and in progress STOREFRONT DOORS Frames substantially complete and glass in progress; additional materials stored and in progress LGMF/DRYWALL In progress LGMF/DRYWALL In progress FLOORING Not started PAINTING Not started MECH. MOBILIZATION As progress requires/justifies MECH. GENERAL CONDITIONS As progress requires/justifies MECH. GENERAL CONDITIONS As progress requires/justifies HAVAC PERMIT As progress requires/justifies HVAC PERMIT As progress PERMIT As progress PERMIT As progress PERMIT As progress PERMIT As progress PERMIT As progress PERMIT As progress PERMIT As progress PERMIT As progress PERMIT As progress HVAC PERMIT As progress HVAC PERMIT AS PROGRESS HVAC PERMIT AS PROGRESS	the state of the s	
FINISH CARPENTRY Not started Complete Institution In progress ROOFING Substantially complete WATERPROOFING WATERPROOFING Substantially complete WATERPROOFING Substantially complete Below grade perimeter walls substantially complete; backfilling in progress STUCCO Lath started WINDOWS Frames substantially complete and glass in progress; additional materials stored and in progress STOREPRONT DOORS Frames substantially complete and glass in progress; additional materials stored and in progress In progress Not started Not started Not started Not started Not started Not started MECH. MOBILIZATION As progress requires/justifies MECH. GENERAL CONDITIONS As progress requires/justifies MICH. GENERAL CONDITIONS MICH. GENERAL CONDITIONS As progress requires/justifies MICH. GENERAL CONDITIONS MICH. GENERAL CONDITIONS As progress requires/justifies MICH. GENERAL CONDITIONS As		
FIREPROOFING INSULATION In progress ROOFING Substantially complete WATERPROOFING Below grade perimeter wells substantially complete; backfilling in progress STUCCO Lath started WINDOWS Frames substantially complete and glass in progress; additional materials stored and in progress STOREFRONT DOORS LOMF/DRYWALL In progress FLOORING Not started Not started Not started Not started MECH. MOBILIZATION MECH. SUBMITTALS MECH. GENERAL CONDITIONS MECH		
In progress ROOFING WATERPROOFING Below grade perimeter wells substantially complete; backfilling in progress STUCCO Lath started Frames substantially complete and glass in progress; additional materials stored and in progress STOREFRONT DOORS Frames substantially complete and glass in progress; additional materials stored and in progress LOMF/DRYWALL In progress LOMF/DRYWALL In progress LOMF/DRYWALL In progress Not started As progress requires/justifies MECH. MOBILIZATION As progress requires/justifies MECH. GENERAL CONDITIONS As progress requires/justifies MECH. CLOSEOUT DOCUMENT HVAC PRE-ROCK/LINE SET PIPI HVAC PRE-ROCK/LINE SET PIPI HVAC ROUGH DUCT In progress In progress In progress In progress HVAC SET TRIM Not started	Military and the second	
ROOFING Substantially complete WATERPROOFING Below grade perimeter walls substantially complete; backfilling in progress STUCCO Leth started WINDOWS Frames substantially complete and glass in progress; additional materials stored and in progress STOREFRONT DOORS Frames substantially complete and glass in progress; additional materials stored and in progress LGMF/DRYWALL In progress In progress In progress Not started Not started Not started Not started MECH. MOBILIZATION As progress requires/justifies MECH. GENERAL CONDITIONS MECH. GENERAL	THE RESERVE OF THE PARTY OF THE	
WATERPROOFING Below grade perimeter walls substantially complete; backfilling in progress STUCCO Lath started WINDOWS Frames substantially complete and glass in progress; additional materials stored and in progress STORERONT DOORS Frames substantially complete and glass in progress; additional materials stored and in progress LGMF/DRYWALL In progress In progress In progress In progress In progress In progress In progress requires/justifies In progress I	The second secon	
Lath started WINDOWS Frames substantially complete and glass in progress; additional materials stored and in progress STORERONT DOORS Frames substantially complete and glass in progress; additional materials stored and in progress LGMF/DRYWALL In progress In		
Frames substantially complete and glass in progress; additional materials stored and in progress STOREFRONT DOORS Frames substantially complete and glass in progress; additional materials stored and in progress In progress In progress Not started Not started Not started Not started Not started MECH. MOBILIZATION As progress requires/justifies MECH. SUBMITTALS As progress requires/justifies MECH. GENERAL CONDITIONS MECH. CLOSEOUT DOCUMENTS As progress requires/justifies MECH. MOBILIZATION As progress requires/justifies MECH. MOBILIZATION As progress requires/justifies MECH. MOBILIZATION As progress requires/justifies MECH. MOBILIZATION As progress requires/justifies MECH. MOBILIZATION As progress requires/justifies MECH. MOBILIZATION As progress requires/justifies MECH. MOBILIZATION As progress requires/justifies MECH. MOBILIZATION As progress requires/justifies MECH. MOBILIZATION As progress requires/justifies MECH. MOBILIZATION As progress requires/justifies MECH. MOBILIZATION As progress requires/justifies MECH. MOBILIZATION As progress requires/justifies MECH. MOBILIZATION As progress requires/justifies MECH. MOBILIZATION As prog		
Frames substantially complete and glass in progress; additional materials stored and in progress Frames substantially complete and glass in progress; additional materials stored and in progress Not started Not started Not started Not atarted As progress requires/justifies MECH. MOBILIZATION MECH. SUBMITTALS As progress requires/justifies MECH. GENERAL CONDITIONS MECH. CLOSEOUT DOCUMENTS As progress requires/justifies MYAC PERMIT As progress requires/justifies In progress HVAC PRE-ROCK/LINE SET PIPI In progress In progress Not started Not started Not started Not started Not started Not started	ATTENDED TO SELECT AND ADDRESS OF THE PARTY	
LGMF/DRYWALL In progress FLOORING Not started PAINTING Not started ELEVATORS Not started MECH. MOBILIZATION As progress requires/justifies MECH. SUBMITTALS As progress requires/justifies MECH. CLOSEOUT DOCUMENT HYAC PERMIT As progress requires/justifies HVAC PERMIT As progress requi	WINDOWS	Frames substantially complete and glass in progress; additional materials stored and in progress
FLOORING Not started PAINTING Not started BELEVATORS Not started MECH. MOBILIZATION As progress requires/justifies MECH. SUBMITTALS As progress requires/justifies MECH. CLOSEOUT DOCUMENT As prog	STOREFRONT DOORS	
PAINTING Not started ELEVATORS Not started MECH. MOBILIZATION As progress requires/justifies MECH. SUBMITTALS As progress requires/justifies MECH. CLOSEOUT DOCUMENT As progress requires/justifies MECH. CLOSEOUT DOCUMENT As progress requires/justifies MECH. CLOSEOUT DOCUMENT As progress requires/justifies MECH. CLOSEOUT DOCUMENT As progress requires/justifies MVAC PERMIT As progress requires/justifies HVAC PRE-ROCK/LINE SET PIPI In progress HVAC QUIP/FSD MATERIALS In progress HVAC ROUGH DUCT In progress HVAC SET EQUIPMENT Not started HVAC SET TRIM Not started HVAC FSD - DD TESTING Not started	LGMF/DRYWALL	In progress
MECH. MOBILIZATION As progress requires/justifies MECH. GENERAL CONDITIONS As progress requires/justifies MECH. CLOSEOUT DOCUMENT As progress requires/justifies	FLOORING	Not started
MECH. MOBILIZATION As progress requires/justifies MECH. SUBMITTALS As progress requires/justifies MECH. CLOSEOUT DOCUMENTS As progress requires/justifies MECH. CLOSEOUT DOCUMENTS As progress requires/justifies HVAC PERMIT As progress requires/justifies HVAC PRE-ROCK/LINE SET PIPI In progress HVAC EQUIP/FSD MATERIALS In progress HVAC ROUGH DUCT In progress HVAC SET EQUIPMENT Not started Not started Not started Not started Not started	PAINTING	Not started
MECH. SUBMITTALS As progress requires/justifies MECH. CLOSEOUT DOCUMENTS As progress requires/justifies HVAC PERMIT As progress requires/justifies HVAC PRE-ROCK/LINE SET PIPI HVAC EQUIP/FSD MATERIALS In progress HVAC ROUGH DUCT HVAC SET EQUIPMENT Not started Not started Not started Not started Not started	ELEVATORS	Not started
MECH. GENERAL CONDITIONS As progress requires/justifies MECH. CLOSEOUT DOCUMENTS As progress requires/justifies HVAC PERMIT As progress requires/justifies HVAC PRE-ROCK/LINE SET PIPI In progress HVAC EQUIP/FSD MATERIALS In progress HVAC ROUGH DUCT In progress HVAC SET EQUIPMENT Not started HVAC SET TRIM Not started HVAC FSD - DD TESTING Not started	MECH. MOBILIZATION	As progress requires/justifies
MECH. CLOSEOUT DOCUMENT As progress requires/justifies HVAC PRE-ROCK/LINE SET PIPI In progress HVAC ROUGH DUCT In progress HVAC ROUGH DUCT In progress HVAC SET EQUIPMENT Not started HVAC SET TRIM Not started HVAC FSD - DD TESTING Not started	MECH, SUBMITTALS	As progress requires/justifies
HVAC PERMIT As progress requires/justifies HVAC PRE-ROCK/LINE SET PIPI In progress HVAC ROUGH DUCT In progress HVAC ROUGH DUCT In progress HVAC SET EQUIPMENT Not started HVAC SET TRIM Not started HVAC FSD - DD TESTING Not started	MECH. GENERAL CONDITIONS	As progress requires/justifies
HVAC PRE-ROCK/LINE SET PIPI In progress HVAC EQUIP/FSD MATERIALS In progress HVAC ROUGH DUCT In progress HVAC SET EQUIPMENT Not started HVAC SET TRIM Not started HVAC FSD - DD TESTING Not started	MECH. CLOSEOUT DOCUMENTS	As progress requires/justifies
HVAC EQUIP/FSD MATERIALS In progress HVAC ROUGH DUCT In progress HVAC SET EQUIPMENT Not started HVAC SET TRIM Not started HVAC FSD - DD TESTING Not started	HVAC PERMIT	
HVAC ROUGH DUCT In progress HVAC SET EQUIPMENT Not started HVAC SET TRIM Not started HVAC FSD - DD TESTING Not started	HVAC PRE-ROCK/LINE SET PIPI	In progress
HVAC SET EQUIPMENT Not started HVAC SET TRIM Not started HVAC FSD - DD TESTING Not started Not started	HVAC EQUIP/FSD MATERIALS	In progress
HVAC SET TRIM Not started HVAC FSD - DD TESTING Not started	HVAC ROUGH DUCT	In progress
HVAC FSD - DD TESTING Not started	HVAC SET EQUIPMENT	Not started
	HVAC SET TRIM	Not started
HVAC START UP Not started	HVAC FSD - DD TESTING	Not started
	HVAC START UP	Not started

BLDG. WATER SERVICE	Substantially complete
BLDG. WATER SERVICE	Not started Substantially complete
SLEEVES/INSERTS	Substantially complete
A/G WASTE & VENT	in progress
DRAINS/CARRIERS	In progress
A/G STORM PIPING	Substantially complete
A/G DOMESTIC WATER	in progress
PLUMBING TESTING	In progress
PLUMBING FIXTURES	Not started
PLUMBING EQUIPMENT	in progress
INSULATION - FIRESTOP	in progress
ELECTRICAL ENGINEERING	As progress requires/justifies
ELECTRICAL MOBILIZATION	As progress requireu/justifies
OFFICE TRAILER/ADMIN 24 Mos	As progress requires/justifies
PRJT. ENG, CAD, PRJT. ASST.	As progress requires/justifies
ELECTRICAL PERMITS	As progress requires/justifies
SUBMITTALS	As progress requireu/justifies
SUPERVISION/PLANNING/COOR	As progress requires/justifies
LIGHT FIXTURE PACKAGE	Stored on site
DISTRIBUTION PACKAGE	Rough-in in progress
LOW VOLT SYS FA, CCTV, CA	Rough-in in progress
2nd SUBLEVEL GAR UG & DECK	Substantially complete
1st SUBLEVEL GAR UG & DECK	Substantially complete
1st FLOOR ROUGH & TRIM	In progress
2nd FLOOR ROUGH & TRIM	In progress
3rd FLOOR ROUGH & TRIM	In progress
4th FLOOR ROUGH & TRIM	Not started
ROOF PLAN	Not sarted
APCO CONTRACTOR FEE	As progress requires/justifies

BUILDING 7 '-	
LANDSCAPE	Not started
REINFORCING STEEL LABOR	Complete through the ninth level and tenth level in progress
REINFORCING STEEL MATERIA	
EXCAVATE FOOTINGS	Substantially complete
PLACE FOOTINGS	Substantially complets
FORM/PLACE WALLS	Substantially complete
FORM/PLACE COLUMNS	Substantially complete
PLACE SLAB ON GRADE	Substantially complete
FORM/PLACE DECK	Substantially complete
PLACE 2ND FLOOR	Substantially complete
PLACE 3RD FLOOR	Substantially complete
PLACE 4TH FLOOR	Substantially complete
PLACE 5TH FLOOR	Substantially complete
PLACE 6TH FLOOR	Substantially complete
PLACE 7TH FLOOR	Substantially complete
PLACE 8TH FLOOR	
PLACE 9TH FLOOR/ROOF	Substantially complete
MASONRY CMU	Substantially complete
· · · · · · · · · · · · · · · · · · ·	Not started
GRANITE	Not started
STEEL	Near completion - roof trusses and decking in progress
MISC STEEL	Fabricated steel stairs, landings, railings stored on site; installation in progress
FINISH CARPENTRY	Not started
FIREPROOFING	Complete through the ninth level; tenth in progress
INSULATION	Not started
ROOFING	Not started
WATERPROOFING	Below grade perimeter walls substantially complete and backfilled
GLASS/GLAZING	Draw for deposit/stored/fabricated materials?
LGMF/DRYWALL	Framing in progress through ninth floor; fire seperation drywall and taping in progress on second, third and fourth floors
FLOORING	Not started
PAINTING	Not started
APPLIANCES	Not started
ELEVATORS	Not started
MECH. MOBILIZATION	As progress requires/justifies
MECH. SUBMITTALS	As progress requires/justifies
MECH. GENERAL CONDITIONS	As progress required/ustifies
MECH. CLOSEOUT DOCUMENTS	As progress requires/justifies
HVAC FIRST FLOOR	
PERMIT	As progress requires/lustifies
PRE-ROCK/LINE SET PIPING	In progress
FAU MATERIALS	in progress
ROUGH DUCT	In progress
CONDENSER MATERIALS	Not started
SET CONDENSERS	Not started
SET TRIM	Not started
START UP	Not started
START UP	Not started

HVAC SECOND FLOOR	1
PRE-ROCK/LINE SET PIPING	Inprogress
FAU MATERIALS	Inprogress
ROUGH DUCT	Inprogress
CONDENSER MATERIALS	Not started
SET CONDENSERS	Not started
SET TRIM	Not started
START UP	Not started
HVAC THIRD FLOOR	rec. out pro
PRE-ROCK/LINE SET PIPING	In progres s
FAU MATERIALS	Inprogress
ROUGH DUCT	Inprogress
CONDENSER MATERIALS	Not started
SET CONDENSERS	Not started
SET TRIM	Not started
START UP	Not started
HVAC FOURTH FLOOR	and delibe
PRE-ROCK/LINE SET PIPING	In progress
FAU MATERIALS	norograss
ROUGH DUCT	Inprogress
CONDENSER MATERIALS	Not started
SET CONDENSERS	Not started
SET TRIM	Not started
START UP	Not started
HVAC FIFTH FLOOR	(FO) SIZILIBU
PRE-ROCK/LINE SET PIPING	Inprogress
FAU MATERIALS	In progress
ROUGH DUCT	Inprogress
CONDENSER MATERIALS	Not started
SET CONDENSERS	Not started
SET TRIM	Not started
START UP	Not started
HVAC SD(TH FLOOR	Not started
PRE-ROCK/LINE SET PIPING	
FAU MATERIALS	Inprogress
ROUGH DUCT	(n progress
CONDENSER MATERIALS	In progress Not started
SET CONDENSERS	Not atarted
SET TRIM	Not started
START UP	Not started
HVAC SEVENTH FLOOR	AAC SINIERO
PRE-ROCK/LINE SET PIPING FAU MATERIALS	in progress
	in progress
ROUGH DUCT	in progress
CONDENSER MATERIALS	Not etarted
SET CONDENSERS	Not started
SET TRIM	Not started
START UP	Not started

HVAC EIGHTH FLOOR	7
PRE-ROCK/LINE SET PIPING	Inprogress
FAU MATERIALS	In progress
ROUGH DUCT	In progress
CONDENSER MATERIALS	Not started
SET CONDENSERS	No! started
SET TRIM	Not started
START UP	Not started
HVAC NINTH FLOOR	THE SECOND
PRE-ROCK/LINE SET PIPING	In progress
FAU MATERIALS	In progress
ROUGH DUCT	In progress
CONDENSER MATERIALS	Not started
SET CONDENSERS	Not started
SET TRIM	Not started
START UP	Not started
HVAC COMMON AREA/ROOF	Inn. stated
PRE-ROCK/LINE SET PIPING	In progress
FAU-RTU MATERIALS	n progress
ROUGH DUCT	In progress
RTU MATERIALS	Deposit/stored/fabricatation
SET EQUIPMENT	Not started
SET TRIM	Not started
START UP	Not started Not started
PLUMBING BELOW PODIUM	NOT STATUS
PERMIT	As appropriate and depth and the
EXCAVATION/BACKFILL	As progress requires/justifies Substantially complete
U/G SANITARY PIPING	Substantially complete
U/G STORM PIPING	Substantially complete
PRECAST STRUCTURES	Not started
BLDG WATER SERVICE	
PLUMBING FIRST FLOOR	Substantially complete
A/G WASTE & VENT	In progress
DRAINS/CARRIERS	In progress
SLEEVES/INSERTS	Substantially complete
A/G STORM PIPING	Inprogress
A/G DOMESTIC WATER	In progress
A/G GAS PIPING	in progress
TUBS & HOOKUPS	in progress
PLUMBING FIXTURES	In progress
PLUMBING EQUIPMENT	Not started
CONDENSATE PIPING	Not started
PLUMBING TESTING	Not started
PLUMBING IDENTIFICATION	Not started
INSULATION - FIRESTOP	in progress

PLUMBING SECOND FLOOR	
A/G WASTE & VENT	In progress
DRAINS/CARRIERS	In progress
SLEEVES/INSERTS	Substantially complete
A/G STORM PIPING	In progress
A/G DOMESTIC WATER	In progress
A/G GAS PIPING	In progress
TUBS & HOOKUPS	In progress
PLUMBING FIXTURES	In progress
PLUMBING EQUIPMENT	Not started
CONDENSATE PIPING	Not started
PLUMBING TESTING	Not started
PLUMBING IDENTIFICATION	Not started
INSULATION - FIRESTOP	In progress
PLUMBING THIRD FLOOR	F. F. F. F. F. F. F. F. F. F. F. F. F. F
A/G WASTE & VENT	Inprogress
DRAINS/CARRIERS	Inprogress
SLEEVES/INSERTS	Substantially complete
A/G STORM PIPING	In progress
A/G DOMESTIC WATER	In progress
A/G GAS PIPING	In progress
TUBS & HOOKUPS	In progress
PLUMBING FIXTURES	In progress
PLUMBING EQUIPMENT	Not started
CONDENSATE PIPING	Not started
PLUMBING TESTING	Not started
PLUMBING IDENTIFICATION	Not started
INSULATION - FIRESTOP	In progress
PLUMBING FOURTH FLOOR	m pragram
A/G WASTE & VENT	In progress
DRAINS/CARRIERS	In progress
SLEEVES/INSERTS	Substantially complete
A/G STORM PIPING	In progress
A/G DOMESTIC WATER	In progress
A/G GAS PIPING	In progress
TUBS & HOOKUPS	In progress
PLUMBING FIXTURES	In progress
PLUMBING EQUIPMENT	Not started
CONDENSATE PIPING	Not started
PLUMBING TESTING	Not started
PLUMBING IDENTIFICATION	Not started
INSULATION - FIRESTOP	In progress
	Burkishinee

PLUMBING FIFTH FLOOR	
A/G WASTE & VENT	La Attractor
DRAINS/CARRIERS	n progress
SLEEVES/INSERTS	In progress
	Substantially complete
A/G STORM PIPING	Inprogress
A/G DOMESTIC WATER	Inprogress
A/G GAS PIPING	In progress
TUBS & HOOKUPS	Inprogress
PLUMBING FIXTURES	In progress
PLUMBING EQUIPMENT	Not started
CONDENSATE PIPING	Not started
PLUMBING TESTING	Not started
PLUMBING IDENTIFICATION	Not started
INSULATION - FIRESTOP	In progress
PLUMBING SOUTH FLOOR	
A/G WASTE & VENT	in progress
DRAINS/CARRIERS	n progress
SLEEVES/INSERTS	Substantially complete
A/G STORM PIPING	In progress
A/G DOMESTIC WATER	In progress
A/G GAS PIPING	In progress
TUBS & HOOKUPS	in progress
PLUMBING FIXTURES	In progress
PLUMBING EQUIPMENT	Not started
CONDENSATE PIPING	Not started
PLUMBING TESTING	Not started
PLUMBING IDENTIFICATION	Not started
INSULATION - FIRESTOP	In progress
PLUMBING SEVENTH FLOOR	- Program
A/G WASTE & VENT	In progress
DRAINS/CARRIERS	In progress
SLEEVES/INSERTS	Substantially complete
A/G STORM PIPING	In progress
A/G DOMESTIC WATER	In progress
A/G GAS PIPING	Inprogress
TUBS & HOOKUPS	In progress
PLUMBING FIXTURES	In brodiese
PLUMBING EQUIPMENT	Not started
CONDENSATE PIPING	Not started
PLUMBING TESTING	Not started
PLUMBING IDENTIFICATION	Not started
INSULATION - FIRESTOP	Prince and the second s
The state of the s	In progress
PLUMBING EIGHTH FLOOR	
A/G WASTE & VENT	in progress
DRAINS/CARRIERS	În progresa
SLEEVES/INSERTS	Substantially complete
A/G STORM PIPING	In progress
A/G DOMESTIC WATER	In progress
A/G GAS PIPING	In progress
TUBS & HOOKUPS	In progress
PLUMBING FIXTURES	In progress
PLUMBING EQUIPMENT	Not started
CONDENSATE PIPING	Not started
PLUMBING TESTING	Not started
PLUMBING IDENTIFICATION	Not started
INSULATION - FIRESTOP	In progress
	In the Breas

AG STEA VENT In progress DRAINSCARRIERS In progress LEEVESINSERTS Substantially complete AG STORM PIPING In progress AG COMENT WATER AN AN Estanted AG COMENT WATER AG DOMESTIC WATER AG COMENT WATER AG COMENT OF A CONTROLL WATER AG COMENT OF A CONTROLL WATER AG COMENT OF A CONTROLL WATER AG CAS PIPING Not stanted PLUMBING FIXTURES Not stanted PLUMBING EQUIPMENT Not stanted PLUMBING EQUIPMENT Not stanted PLUMBING TESTING Not stanted PLUMBING TESTING Not stanted PLUMBING TESTING Not stanted PLUMBING TESTING Not stanted PLUMBING TESTING Not stanted PLUMBING TESTING Not stanted PLUMBING TESTING Not stanted PLUMBING TESTING Not stanted PLUMBING TESTING Not stanted PLUMBING TESTING Not stanted PLUMBING DEVENTIFICATION Not stanted PLUMBING TESTING Not stanted PLUMBING TESTING Not stanted PLUMBING TESTING Not stanted PLUMBING TESTING Not stanted PLUMBING TESTING Not stanted PLUMBING TESTING Not stanted PLUMBING TESTING Not stanted PLUMBING TESTING Not stanted PLUMBING TESTING Not stanted PLUMBING TESTING Not stanted PLUMBING TESTING Not stanted PLUMBING TESTING Not stanted Not s
DRAINS/CARRIERS SLEEVES/INSERTIS Substantially complete AG STORM PIPING In progress AG GAS PIPING AG GAS PIPING Not started AG GAS PIPING TUBS & HOCKUPS PLUMBING FIXTURES PLUMBING EQUIPMENT CONDENSATE P.PING Not started PLUMBING EQUIPMENT CONDENSATE P.PING Not started PLUMBING IDENTIFICATION INSULATION - PIRESTOP ELECTRICAL SINDERING ELECTRICAL SINDERING PLECTRICAL MOBILIZATION OFFICE TRAILER/ADMIN 24 Mob As progress requires/justifies ELECTRICAL MOBILIZATION OFFICE TRAILER/ADMIN 24 Mob As progress requires/justifies ELECTRICAL PRIMTS SUBMITTALS SUBMITTALS SUPERVISION/PLANNING/COOP LIGHT PIXTURE PACKAGE DISTRIBUTION PACKAGE DISTRIBUTION PACKAGE DISTRIBUTION PACKAGE ELECTRICAL SINDERING OFFICE TRAILER/ADMIN 25 Mob As progress requires/justifies SUBMITTALS AS progress requires/justifies As progress requires/justifies TIME TRAILER/ADMIN 25 Mob As progress requires/justifies As pr
SLEEVES/INSERTS AG STORM PIPING In progress AG DOMESTIC WATER AG DOMESTIC WATER AG DOMESTIC WATER AG SAS PIPING Not started Not started Not started Not started PLUMBING FIXTURES Not started PLUMBING FIXTURES Not started PLUMBING FIXTURES Not started PLUMBING TESTING PLUMBING TESTING PLUMBING IDENTIFICATION Not started Not started Not started Not started PLUMBING IDENTIFICATION Not started Not started Not started Not started PLUMBING IDENTIFICATION Not started Not started Not started Not started Not started PLUMBING IDENTIFICATION Not started Not started Not started Not started Not started Not started Not started Not started As progress requires/justifies ELECTRICAL ENGINEERING As progress requires/justifies ELECTRICAL PERMITS As
AG STORM PIPING AG GAS PIPING Not started Not started PLUMBING TRUTRES Not started PLUMBING EQUIPMENT CONDENSATE PIPING Not started PLUMBING EQUIPMENT Not started PLUMBING EQUIPMENT Not started PLUMBING DESTING Not started Not started PLUMBING DESTING Not started PLUMBING DESTING Not started Not started PLUMBING DESTING Not started PLUMBING DESTING Not started Not started PLUMBING DESTING Not started Not started PLUMBING DESTING Not started Not started PLUMBING DESTING Not started Not started NOULATION - FIRESTOP LECETRICAL ENGINEERING ELECTRICAL MOBILIZATION As progress requires/justifies PLECTRICAL PRIMTIS As progress requires/justifies PLIT. INS., CAD, PRAT. ASST. As progress requires/justifies PLIT. INS., CAD, PRAT. ASST. As progress requires/justifies PLIT. INS., CAD, PRAT. ASST. As progress requires/justifies SUBMITTALS As progress requires/justifies SUBMITTALS As progress requires/justifies DISTRIBUTION PACKAGE LIGHT FIXTURE PACKAGE SIGNED AS progress requires/justifies DISTRIBUTION PACKAGE LIGHT FIXTURE PACKAGE SIGNED AS progress requires/justifies SIGNED AS progress requ
A/G DOMESTIC WATER A/G GAS PIPING Not started Not star
AVG GAS PIPING TUBS & HODKUPS Not started PLUMBING PETUTIES Not started PLUMBING EQUIPMENT Not started PLUMBING SETURES Not started PLUMBING SETURES Not started Not started PLUMBING SETTING Not started PLUMBING SETTING Not started Not started Not started PLUMBING SETTING Not started Not starte
TUBS & HOCKUPS PLUMBING FORTURES Not started PLUMBING FORTURES Not started PLUMBING GEQUIPMENT Not started PLUMBING GEQUIPMENT Not started PLUMBING TESTING PLUMBING IDENTIFICATION Not started PLUMBING IDENTIFICATION Not started PLUMBING IDENTIFICATION Not started PLUMBING IDENTIFICATION Not started PLUMBING IDENTIFICATION Not started PLECTRICAL ENGINEERING ELECTRICAL MOBILIZATION OFFICE TRAILER/ADMIN 24 Ma progress requires/justifies PRJT. ENG, CAD, PRJT. A68T. As progress requires/justifies PRJT. ENG, CAD, PRJT. A68T. As progress requires/justifies PRJT. ENG, CAD, PRJT. A68T. As progress requires/justifies SUPERVISION/PLANNING/CODE LIGHT FIXTURE PACKAGE DISTRIBUTION PACKAGE STORTURES/JUSTIFIES SUPERVISION/PLANNING/CODE LIGHT FIXTURE TRIN Not started Substantially complete Substa
PLUMBING FOXTURIES PLUMBING EQUIPMENT Not started Not started PLUMBING TESTING Not started PLUMBING IDENTIFICATION Not started PLUMBING IDENTIFICATION Not started Not started Not started Not started PLUMBING IDENTIFICATION Not started Not started Not started PLUMBING IDENTIFICATION Not started PLECTRICAL ENGINEERING ELECTRICAL ENGINEERING ELECTRICAL MOBILIZATION OFFICE TRAILER/ADMIN 24 Mos PRIT. ENG. CAD, PRIT. ASST. As progress requires/justifies ELECTRICAL PERMITS As progress requires/justifies ELECTRICAL PERMITS As progress requires/justifies SUBMITTALS As progress requires/justifies SUBMITTALS As progress requires/justifies USENTIALS SUPERVISION/PLANNING/COD As progress requires/justifies USING on started UNIVERSIA BRANCH CONDUIT Stord on site UNIVERSIA BRANCH CONDUIT GARAGE & 1st FLR CONDUIT & Substantially complete Substantially complete Substantially complete Substantially complete In progress Int FLR RGH WALLS/CELINGS In progress In progress Int FLR RGH WALLS/CELINGS In progress Not started HIP FLR RGH WALLS/CELINGS In progress Not started HIP FLR RGH WALLS/CELINGS In progress SIM FLR RGH WALLS/CELINGS In progress SIM FLR RGH WALLS/CELINGS In progress SIM FLR RGH WALLS/CELINGS In progress SIM FLR RGH WALLS/CELINGS In progress SIM FLR RGH WALLS/CELINGS In progress SIM FLR RGH WALLS/CELINGS In progress SIM FLR RGH WALLS/CELINGS In progress SIM FLR RGH WALLS/CELINGS In progress SIM FLR RGH WALLS/CELINGS In progress SIM FLR RGH WALLS/CELINGS In progress Not started SIM FLR RGH WALLS/CELINGS In progress Not started SIM FLR RGH WALLS/CELINGS In progress Not started SIM FLR RGH WALLS/CELINGS In progress Not started SIM FLR RGH WALLS/CELINGS In progress Not started SIM FLR RGH WALLS/CELINGS In progress Not started SIM FLR RGH WALLS/CELINGS In progress SIM FLR RGH WALLS/CELINGS In progress SIM FLR RGH WALLS/CELINGS In progress SIM FLR RGH WALLS/CELINGS In progress SIM FLR RGH WALLS/CELINGS In progress SIM FLR RGH WALLS/CELINGS In progress SIM FLR RGH WALLS/CELINGS In progress SIM FLR RGH WALLS/CELINGS IN START S
PLUMBING EQUIPMENT OCHORNATE PIPING Not started Not started PLUMBING IDENTIFICATION Not started Not st
CONDENSATE PIPING PLUMBING IDENTIFICATION PLUMBING IDENTIFICATION INSULATION - FIRESTOP PLUMBING IDENTIFICATION INSULATION - FIRESTOP PLUETRICAL ENGINEERING ELECTRICAL ENGINEERING ELECTRICAL MOBILIZATION OFFICE TRAILER/ADMIN 24 Mob PRIT. ENG, CAD, PRAT. ASST. As progress requires/justifies ELECTRICAL PERMITS As progress requires/justifies ELECTRICAL PERMITS As progress requires/justifies ELECTRICAL PERMITS As progress requires/justifies ELECTRICAL PERMITS As progress requires/justifies ELECTRICAL PERMITS As progress requires/justifies ELECTRICAL PERMITS As progress requires/justifies ELECTRICAL PERMITS As progress requires/justifies ELECTRICAL PERMITS As progress requires/justifies ELECTRICAL PERMITS As progress requires/justifies ELECTRICAL PERMITS As progress requires/justifies ELECTRICAL PERMITS As progress requires/justifies ELECTRICAL PERMITS As progress requires/justifies ELECTRICAL PERMITS As progress requires/justifies ELECTRICAL PERMITS As progress requires/justifies ELIGHT FIXTURE PACKAGE DISTRIBUTION PACKAGE ELIGHT FIXTURE PACKAGE ELIGHT FIXTURE PACKAGE ELIGHT FIXTURE PACKAGE ELIGHT FIXTURE PACKAGE ELIGHT FIXTURE PACKAGE ELIGHT FIXTURE PACKAGE ELIGHT FIXTURE PACKAGE ELIGHT FIXTURE PACKAGE ELIGHT FIXTURE PACKAGE ELIGHT FIXTURE PACKAGE ELIGHT FIXTURE PACKAGE ELIGHT FIXTURE PACKAGE ELIGHT FIXTURE PACKAGE ELIGHT FIXTURE PACKAGE ELIGHT FIXTURE PACKAGE ELIGHT FIXTURE PACKAGE ELIGHT FIXTURE PACKAGE ELIGHT FIXTURE PACKAGE ELICTRICAL PACKAGE ELICTRIC
PLUMBING IDENTIFICATION Not started Not started Not started Not started Not started Not started Not started Not started Not started Not started Not started Not started Not started Not started Not started As progress requires/justifies ELECTRICAL ENGINEERING ELECTRICAL PRINTS As progress requires/justifies PR.T. ENG, CAD, PR.T. ASST. As progress requires/justifies SUBMITTALS As progress requires/justifies SUBMITTALS As progress requires/justifies SUPERVISION/PLANNING/COOF LIGHT FIXTURE PACKAGE DISTRIBUTION PACKAGE ISTRIBUTION PACKAGE LOW VOLT SYS FA, CCTV, CA GENERATOR Not started Not started Not started As progress Rough-in in progress Not started Not
PLUMBING IDENTIFICATION INSULATION - FIRESTOP ELECTRICAL ELECTRICAL ENGINEERINO ELECTRICAL ENGINEERINO OFFICE TRAILER/ADMIN 24 Mos PRIT. ENG, CAD, PRUT. ASST. As progress requires/justifies PRIT. ENG, CAD, PRUT. ASST. As progress requires/justifies ELECTRICAL PERMITS As progress requires/justifies ELECTRICAL PERMITS As progress requires/justifies ELECTRICAL PERMITS As progress requires/justifies ELECTRICAL PERMITS As progress requires/justifies ELECTRICAL PERMITS As progress requires/justifies ELECTRICAL PERMITS As progress requires/justifies ELECTRICAL PERMITS As progress requires/justifies ELECTRICAL PERMITS As progress requires/justifies ELECTRICAL PERMITS As progress requires/justifies ELECTRICAL PERMITS As progress requires/justifies ELECTRICAL PERMITS As progress requires/justifies ELECTRICAL PERMITS As progress requires/justifies ELECTRICAL PERMITS As progress requires/justifies Storat on site Rough-In in progress Not started UNDERSLAB BRANCH CONDUIT GARAGE & 1st FLR CONDUIT & Substantially complete Substantially complete Substantially complete Substantially complete In progress In FLR DEVICE & FIXTURE TRI AND started In progress In FLR DEVICE & FIXTURE TRI Not started In progress In FLR ROH WALLS/CELINGS In Progress In FLR ROH WALLS/CELINGS In FLR ROH WALLS/CELINGS IN FLR
INSULATION - FIRESTOP ELECTRICAL ENGINEERING ELECTRICAL MOBILIZATION As progress requires/justifies ELECTRICAL MOBILIZATION As progress requires/justifies PR.IT. ENG, CAD, PR.JT. A68T. As progress requires/justifies ELECTRICAL PERMITS As progress requires/justifies SUBMITTALS As progress requires/justifies As progress requires/justifies SUBMITTALS As progress requires/justifies As progress requires/j
ELECTRICAL ENGINEERING ELECTRICAL MOBILIZATION PRICE TRAILER/ADMIN 24 Mos PR.JT. ENG, CAD, PR.JT. ASST. ELECTRICAL PERMITS SUBMITTALS SUBMITTALS SUBMITTALS SUPERVISION/PLANNING/COOP As progress requires/justifies Supervisi
ELECTRICAL ENGINEERING ELECTRICAL MOBILIZATION OFFICE TRAILER/ADMIN 24 Mos Ap progress requires/justifies As progress requires/justifies PRJT. ENG. CAD, PRJT. ASST. ELECTRICAL PERMITS As progress requires/justifies BUBMITTALS As progress requires/justifies As progress requires/justifies As progress requires/justifies BUBMITTALS As progress requires/justifies As progress requires/justifies BUBMITTALS As progress requires/justifies As progress requires/justifies BUBMITTALS As progress requires/justifies As progress requires
ELECTRICAL MOBILIZATION OFFICE TRAILER/ADMIN 24 Mos As progress requires/justifies PRJT. ENG, CAD, PRJT. ASST LECTRICAL PERMITS As progress requires/justifies SUBMITTALS As progress requires/justifies SUBMITTALS As progress requires/justifies SUPERVISION/PLANNING/COOP As progress requires/justifies SUPERVISION/PLANNING/COOP As progress requires/justifies SUPERVISION/PLANNING/COOP As progress requires/justifies Supervision/PLANNING/COOP As progres
OFFICE TRAILER/ADMIN 24 Mos PRJT. ENG, CAD, PRJT. ASST. ELECTRICAL PERMITS As progress requires/justifies SUBMITTALS SUBMITTALS SUPERVISION/PLANNING/COOR As progress requires/justifies SUPERVISION/PLANNING/COOR As progress requires/justifies SUPERVISION/PLANNING/COOR As progress requires/justifies SUPERVISION/PLANNING/COOR As progress requires/justifies Stored on site Stored on site OISTRIBUTION PACKAGE LOW VOLT SYS FA, CCTV, CA GENERATOR UNDERSLAB BRANCH CONDUIT GARAGE & 1st FLR CONDUIT & Substantially complete Substantially complete In progress Not started In progress Sh FLR RGH WALLS/CEILINGS In progress Not started In progress Not started In progress Not started In progress Not started In progress Not started In progress Not started In progress Not started In progress Not started In progress Not started In progress Not started In progress Not started In progress Not started In progress Not started In progress In progress In progress Not started In progress In progress In progress In progress In progress In progress In progress In progress In progress In progress In progress In progress In progress In progress In progress In progress In progress In progress
PRJT. ENG, CAD, PRJT. ASST. ELECTRICAL PERMITS SUBMITTALS SUPERVISION/PLANNING/COOR LIGHT FIXTURE PACKAGE DISTRIBUTION PACKAGE LOW VOLT SYS FA, CCTV, CA GENERATOR UNDERSLAB BRANCH CONDUIT CARAGE & 1st FLR CONDUIT & 1st FLR RGH WALLS/CEILINGS 1st FLR RGH WALLS/CEILINGS 3rd FLR RGH WALLS/CEILINGS 3rd FLR RGH WALLS/CEILINGS 3rd FLR RGH WALLS/CEILINGS 3rd FLR RGH WALLS/CEILINGS 4th FLR RGH WALLS/CEILINGS 5th FLR RGH WALLS/CEILINGS 6th FLR RGH WALLS/CEILINGS
ELECTRICAL PERMITS SUBMITTALS As progress requires/justifies SUPERVISION/PLANNING/COOF As progress requires/justifies Stored on site Stored on site Stored on site Stored on site Cough-in in progress Rough-in in progress Rough-in in progress Rough-in in progress Not started Substantially complete Substantially complete Substantially complete Substantially complete In progress Not started In progress
SUBMITTALS As progress requires/justifies SUPERVISION/PLANNING/COOF As progress requires/justifies LIGHT FIXTURE PACKAGE DISTRIBUTION PACKAGE Stored on site Rough-in in progress Rough-in in progress Rough-in in progress Rough-in in progress Rough-in in progress Rough-in in progress Rough-in in progress Rough-in in progress Rough-in in progress Substantially complete Substantially complete Int FLR RGH WALLS/CEILINGS Int progress Int FLR DEVICE & FIXTURE TRIN Rot started Int progress Rot FLR RGH WALLS/CEILINGS Int FLR RGH WALLS/C
SUPERVISION/PLANNING/CODF LIGHT FIXTURE PACKAGE LIGHT FIXTURE PACKAGE DISTRIBUTION PACKAGE Rough-In in progress Rough-In in progress Rough-In in progress Rough-In in progress Rough-In in progress Rough-In in progress Rough-In in progress Rough-In in progress Rough-In in progress Rough-In in progress Rough-In in progress Rough-In in progress Rough-In in progress Rough-In in progress Rough-In in progress Substantially complete Substantially complete Substantially complete In progress Int FLR RGH WALLS/CEILINGS Int FLR RGH WALLS/CE
LIGHT FIXTURE PACKAGE DISTRIBUTION PACKAGE Rough-in in progress LOW VOLT SYS FA, CCTV, CA GENERATOR UNDERSLAB BRANCH CONDUIT GARAGE & 1st FLR CONDUIT & Substantially complete st FLR RGH WALLS/CEILINGS 1st FLR DEVICE & FIXTURE TRIN 3rd FLR RGH WALLS/CEILINGS 3rd FLR DEVICE & FIXTURE TRIN 3rd FLR DEVICE & FIXTURE TRIN 3rd FLR RGH WALLS/CEILINGS 3rd FLR DEVICE & FIXTURE TRIN 3rd FLR DEVICE & FIXTURE TRIN 3rd FLR RGH WALLS/CEILINGS 3rd FLR DEVICE & FIXTURE TRIN 3rd FLR RGH WALLS/CEILINGS 3rd FLR DEVICE & FIXTURE TRIN 3rd FLR RGH WALLS/CEILINGS 3rd FLR DEVICE & FIXTURE TRIN 3rd FLR RGH WALLS/CEILINGS 3rd FLR DEVICE & FIXTURE TRIN 3rd FLR RGH WALLS/CEILINGS 3rd FLR DEVICE & FIXTURE TRIN 4rd FLR RGH WALLS/CEILINGS 5rd FL
DISTRIBUTION PACKAGE LOW VOLT SYS FA, CCTV, CA GENERATOR UNDERSLAB BRANCH CONDUIT GARAGE & 1st FLR CONDUIT & Substantially complete Subs
LOW VOLT SYS FA, CCTV, CA GENERATOR UNDERSLAB BRANCH CONDUIT GARAGE & 1st FLR CONDUIT & Substantially complete Substantially complete Substantially complete Substantially complete Substantially complete Substantially complete Substantially complete Substantially complete Substantially complete In progress Not started In progress
GENERATOR UNDERSLAB BRANCH CONDUIT & Substantially complete In progress Not started In progress Sth FLR RGH WALLS/CEILINGS In progress Sth FLR RGH WALLS/CEILINGS In progress
UNDERSLAB BRANCH CONDUIT & GARAGE & 1st FLR CONDUIT & 1st FLR RGH WALLS/CEILINGS 1st FLR DEVICE & FIXTURE TRIN 2nd FLR RGH WALLS/CEILINGS 2nd FLR RGH WALLS/CEILINGS 3nd FLR RGH WALLS/CEILINGS 4nd FLR RGH WALLS/CEILINGS 5nd FLR RGH WALLS/
GARAGE & 1st FLR CONDUIT & 1st FLR RGH WALLS/CEILINGS 1st FLR DEVICE & FIXTURE TRIN 2nd FLR RGH WALLS/CEILINGS 2nd FLR RGH WALLS/CEILINGS 2nd FLR RGH WALLS/CEILINGS 3rd FLR RGH WALLS/CEILINGS 3rd FLR RGH WALLS/CEILINGS 3rd FLR RGH WALLS/CEILINGS 4rh FLR RGH WALLS/CEILINGS 5rth FL
1st FLR RGH WALLS/CEILINGS 1st FLR DEVICE & FIXTURE TRIN 2nd FLR RGH WALLS/CEILINGS 2nd FLR RGH WALLS/CEILINGS 3rd FLR RGH WALLS/CEILINGS 3rd FLR DEVICE & FIXTURE TRIN 4th FLR RGH WALLS/CEILINGS 4th FLR DEVICE & FIXTURE TRIN 5th FLR RGH WALLS/CEILINGS 5th FLR RGH WALLS/CEILINGS 6th FLR RGH WALLS/CEILINGS
1st FLR DEVICE & FIXTURE TRIN Not started in progress Not started in progress Not started in progress Not started in progress Not started in progress Not started in progress Not started in progress Not started in progress Not started in progress Not started in progress Not started in progress Not started in progress Stih FLR DEVICE & FIXTURE TRIN Not started in progress Stih FLR DEVICE & FIXTURE TRIN Not started in progress Not started Not starte
2nd FLR RGH WALLS/CEILINGS 2nd FLR RGH WALLS/CEILINGS 3rd FLR RGH WALLS/CEILINGS 3rd FLR DEVICE & FIXTURE TRII 4th FLR RGH WALLS/CEILINGS 4th FLR DEVICE & FIXTURE TRII 5th FLR RGH WALLS/CEILINGS 5th FLR RGH WALLS/CEILINGS 6th FLR RGH WALLS/CEILINGS
2nd FLR DEVICE & FIXTURE TRI Not started 3rd FLR RGH WALLS/CEILINGS In progress 3rd FLR DEVICE & FIXTURE TRI Not started 4th FLR RGH WALLS/CEILINGS In progress 4th FLR DEVICE & FIXTURE TRI Not started 5th FLR RGH WALLS/CEILINGS In progress 5th FLR DEVICE & FIXTURE TRI Not started 6th FLR RGH WALLS/CEILINGS In progress
3rd FLR RGH WALLS/CEILINGS 3rd FLR DEVICE & FIXTURE TRII 4th FLR RGH WALLS/CEILINGS 4th FLR RGH WALLS/CEILINGS 5th FLR RGH WALLS/CEILINGS 5th FLR DEVICE & FIXTURE TRII 6th FLR RGH WALLS/CEILINGS
3rd FLR DEVICE & FIXTURE TRII Not started In progress 4th FLR DEVICE & FIXTURE TRII Not started In progress 5th FLR RGH WALLS/CEILINGS In progress 5th FLR DEVICE & FIXTURE TRII Not started 6th FLR RGH WALLS/CEILINGS In progress 6th FLR DEVICE & FIXTURE TRII Not started 7th FLR RGH WALLS/CEILINGS In progress 6th FLR RGH WALLS/CEILINGS Not started 7th FLR RGH WALLS/CEILINGS In progress
4th FLR RGH WALLS/CEILINGS in progress 4th FLR DEVICE & FIXTURE TRIN Not started 5th FLR RGH WALLS/CEILINGS in progress 5th FLR DEVICE & FIXTURE TRIN Not started 6th FLR RGH WALLS/CEILINGS in progress 6th FLR DEVICE & FIXTURE TRIN Not started 7th FLR RGH WALLS/CEILINGS in progress
4th FLR DEVICE & FIXTURE TRIN Not started 5th FLR RGH WALLS/CEILINGS In progress 5th FLR DEVICE & FIXTURE TRIN Not started 6th FLR RGH WALLS/CEILINGS In progress 6th FLR DEVICE & FIXTURE TRIN Not started 7th FLR RGH WALLS/CEILINGS In progress
5th FLR RGH WALLS/CEILINGS In progress 5th FLR DEVICE & FIXTURE TRIN Not started 6th FLR RGH WALLS/CEILINGS In progress 6th FLR DEVICE & FIXTURE TRIN Not started 7th FLR RGH WALLS/CEILINGS In progress
5th FLR DEVICE & FIXTURE TRIN Not started 6th FLR RGH WALLS/CEILINGS In progress 6th FLR DEVICE & FIXTURE TRIN Not started 7th FLR RGH WALLS/CEILINGS In progress
6th FLR RGH WALLS/CEILINGS In progress 6th FLR DEVICE & FIXTURE TRIN Not started 7th FLR RGH WALLS/CEILINGS In progress
6th FLR DEVICE & FIXTURE TRIN Not started 7th FLR RGH WALLS/CEILINGS In progress
7th FLR RGH WALLS/CEILINGS In progress
7th FLR DEVICE & FIXTURE TRIMNot started
8th FLR RGH WALLS/CEILINGS In progress
8th FLR DEVICE & FIXTURE TRIN Not started
9th FLR RGH WALLS/CEILINGS Not started
9th FLR DEVICE & FIXTURE TRIII Not started
APCO CONTRACTOR FEE As progress requires/justifies

	T.
**	
BUILDING 8	
LANDSCAPING	Not started
REINFORCING STEEL LABOR	Complete
REINFORCING STEEL MATERIA	Complete
EXCAVATE FOOTINGS	Complete
PLACE FOOTINGS	Complete
FORM/PLACE WALLS	Complete
FORM/PLACE COLUMNS	Complete
PLACE SLAB ON GRADE	Complete
FORMPLACE DECK	Complete
LTWEIGHT CONCRETE	Not started
PRECAST FLOOR 1	Not started
PRECAST FLOOR 2	Not started
PRECAST FLOOR 3	Not started
PRECAST FLOOR 4	Not started
MASONRY CMU	Not started
THIN BRICK VENEER	Not started
GRANITE	Not started
MISC. STEEL	Not started
WOOD FRAMING L1 LABOR/EQL	Complete
WOOD FRAMING L1 MATERIAL	Complete
WOOD FRAMING L2 LABOR/EQL	Complete
WOOD FRAMING L2 MATERIAL	Complete
WOOD FRAMING L3 LABOR/EQU	Complete
WOOD FRAMING L3 MATERIAL	Complete
WOOD FRAMING L4 LABOR/EQL	Complete
WOOD FRAMING L4 MATERIAL	Complete
WOOD FRAMING RF LABORIED	Complete
WOOD FRAMING RF MATERIAL	Complete
FINISH CARPENTRY	Not started
INSULATION	Substantially complete
ROOFING	Substantially complete
WATERPROOFING	Below grade perimeter walls substantially complete and backfilled
STUCCO	Scratch and brown coal in progress
WINDOWS	Substantially complete
DRYWALL	Wall and ceiling drywall hanging in progress
FLOORING	Not started
PAINTING	Not started
APPLIANCES	Not started
ELEVATORS	Not started
MECH. MOBILIZATION	
MECH. SUBMITTALS	As progress requires/justifies
	An progress requirea justifies
MECH. GENERAL CONDITIONS	As progress requires/justifies
MECH. CLOSEOUT DOCUMENTS	As progress requires/justifies

HVAC FIRST FLOOR	
PERMIT	As progress requires/justifies
PRE-ROCK/LINE SET PIPING	Substantially complete
FAU MATERIALS	Not started
ROUGH DUCT	In procress
CONDENSER MATERIALS	Rooflop units substantially installed
SET CONDENSERS	Rooftop units substantially installed
SET TRIM	Not started
START UP	Not started
HVAC SECOND FLOOR	
PRE-ROCK/LINE SET PIPING	Substantially complete
FAU MATERIALS	Not started
ROUGH DUCT	in progress
CONDENSER MATERIALS	Rooftop units substantially installed
SET CONDENSERS	Roofiop units substantially installed
SET TRIM	Not started
START UP	Not started
HVAC THIRD FLOOR	
PRE-ROCK/LINE SET PIPING	Substantially complete
FAU MATERIALS	Not started
ROUGH DUCT	in progress
CONDENSER MATERIALS	Rooftop units substantially installed
SET CONDENSERS	Rooftop units substantially installed
SET TRIM	Not started
START UP	Not started
HVAC FOURTH FLOOR	
PRE-ROCK/LINE SET PIPING	Substantially complete
FAU MATERIALS	Not started
ROUGH DUCT	In progress
CONDENSER MATERIALS	Rooftop units substantially installed
SET CONDENSERS	Rooftop units substantially installed
SET TRIM	Not started
START UP	Not started
HVAC COMMON AREA/ROOF	
PRE-ROCK/LINE SET PIPING	n progress
FAU MATERIALS	Not started
ROUGH DUCT	In progress
RTU MATERIALS	In progress
SET EQUIPMENT	In progress
SET TRIM	Not started
START UP	Not started

PLUMBING BELOW PODIUM	
PERMIT	As progress requires/justifies
EXCAVATION/BACKFILL	Substantially complete
U/G SANITARY PIPING	Substantially complete
U/G STORM PIPING	Substantially complete
PRECAST STRUCTURES	Not started
PLUMBING FIRST FLOOR	
A/G WASTE & VENT	Substantially complets
DRAINS/CARRIERS	Substantially complete
SLEEVES/INSERTS	Substantially complete
A/G STORM PIPING	Substantially complete
A/G DOMESTIC WATER	Substantiatly complete
A/G GAS PIPING	Substantially complete
TUBS & HOOKUPS	Substantially complete
PLUMBING FIXTURES	Not started
PLUMBING EQUIPMENT	Not started
CONDENSATE PIPING	Substantially complete
PLUMBING TESTING	
	In progress Not started
PLUMBING IDENTIFICATION INSULATION - FIRESTOP	
	in progress
PLUMBING SECOND FLOOR	
AVG WASTE & VENT	Substantially complete
DRAINS/CARRIERS	Substantially complete
A/G STORM PIPING	Substantially complete
AVG DOMESTIC WATER	Substantially complete
A/G GAS PIPING	Substantially complete
TUBS & HOOKUPS	Substantially complete
PLUMBING FIXTURES	Not started
PLUMBING EQUIPMENT	Not started
CONDENSATE PIPING	Substantially complete
PLUMBING TESTING	in progress
PLUMBING IDENTIFICATION	Not started
NSULATION - FIRESTOP	In progress
PLUMBING THIRD FLOOR	
AVG WASTE & VENT	Substantially complete
DRAINS/CARRIERS	Substantially complete
NG STORM PIPING	Substantially complete
NG DOMESTIC WATER	Substantially complete
NG GAS PIPING	Substantially complete
TUBS & HOOKUPS	Substantially complete
PLUMBING FIXTURES	Not started
PLUMBING EQUIPMENT	Not started
CONDENSATE PIPING	Substantially complete
PLUMBING TESTING	
	in progress
PLUMBING IDENTIFICATION	in progress Not started

PLUMBING FOURTH FLOOR	
A/G WASTE & VENT	Substantially complete
DRAINS/CARRIERS	Substantially complete
A/G STORM PIPING	Substantially complete
A/G DOMESTIC WATER	Substantially complete
A/G GAS PIPING	Substantially complete
TUBS & HOOKUPS	Substantially complete
PLUMBING FIXTURES	Not started
PLUMBING EQUIPMENT	Not started
CONDENSATE PIPING	Substantially complete
PLUMBING TESTING	In progress
PLUMBING IDENTIFICATION	Not started
INSULATION - FIRESTOP	In progress
ELECTRICAL	
ELECTRICAL ENGINEERING	As progress requires/justifies
ELECTRICAL MOBILIZATION	As progress requires/justifies
OFFICE TRAILER/ADMIN 24 Mos	As progress requires/justifies
	As progress requires/justifies
ELECTRICAL PERMITS	As progress requires/justifies
	As progress requires/justifies
SUPERVISION/PLANNING/COOR	As progress requires/ ustifies
LIGHT FIXTURE PACKAGE	In progress
DISTRIBUTION PACKAGE	Rough-ins complete
LOW VOLT SYS FA, CCTV, CA	Rough-ins complete
UNDERSLAB BRANCH CONDUIT	Substantially complete
GARAGE & 1st FLR CONDUIT &	Substantially complete
1st FLR RGH WALLS/CEILINGS	Complete
1st FLR DEVICE & FIXTURE TRIN	Not started
2nd FLR RGH WALLS/CEILINGS	Complete
2nd FLR DEVICE & FIXTURE TRI	Not started
3rd FLR RGH WALLS/CEILINGS	Complete
3rd FLR DEVICE & FIXTURE TRIN	Not started
4th FLR RGH WALLS/CEILINGS	Complete
4th FLR DEVICE & FIXTURE TRIN	Not started
APCO CONTRACTOR FEE	As progress requires/justifies
AUCTOR AND THE PROPERTY OF A PARTY OF THE PA	

BUILDING 9	
LANDSCAPING	Pehais to Managara
REINFORCING STEEL LABOR	Complete
REINFORCING STEEL MATERIA	Complete
EXCAVATE FOOTINGS	Complete
PLACE FOOTINGS	Complete
FORM/PLACE WALLS	Complete
FORM/PLACE COLUMNS	Complete
PLACE SLAB ON GRADE	Complete
FORM/PLACE DECK	Complete
LTWT CONCRETE	Not started
PRECAST FLOOR 1	Not started
PRECAST FLOOR 2	Not started
PRECAST FLOOR 3	Not started
PRECAST FLOOR 4	Not started
MASONRY CMU	Not started
THIN BRICK VENEER	Not started
GRANITE	Not started
MISC. STEEL	Not started
WOOD FRAMING L1 LABOR/EQU	Value of the second of the sec
WOOD FRAMING L1 MATERIAL	Complete
WOOD FRAMING L2 LABOR/EQL	Complete
WOOD FRAMING L2 MATERIAL	Completa
WOOD FRAMING L3 LABOR/EQL	Complete
WOOD FRAMING L3 MATERIAL	Complete
WOOD FRAMING LA LABOR/EQU	Complete
WOOD FRAMING L4 MATERIAL	Complete
WOOD FRAMING RF LABOR/EQ	Complete
WOOD FRAMING RF MATERIAL	Complete
FINISH CARPENTRY	Not started
INSULATION	Substantially complete
ROOFING	Substantially complete
WATERPROOFING	Below grade perimeter walls substantially complete and backfilled
STUCCO	Scratch and brown coat in progress
WINDOWS	Substantially complete
DRYWALL	Wall and ceiling drywall hanging in progress
FLOORING	Not started
PAINTING	Not started
APPLIANCES	Not started
ELEVATORS	Not started
MECH. MOBILIZATION	As progress requires/justifies
MECH. SUBMITTALS	As progress requires/justifies
A STATE OF THE PARTY OF THE PAR	As progress requires/justifies
MECH. CLOSEOUT DOCUMENTS	

HVAC FIRST FLOOR	
PERMIT	As progress requires/justifies
PRE-ROCK/LINE SET PIPING	Substantially complete
FAU MATERIALS	Not started
ROUGH DUCT	Inprograss
CONDENSER MATERIALS	Rooftop units substantially installed
SET CONDENSERS	Rooftop units substantially installed
SET TRIM	Not started
START UP	Not started
HVAC SECOND FLOOR	
PRE-ROCK/LINE SET PIPING	Substantially complete
FAU MATERIALS	Not started
ROUGH DUCT	In progress
CONDENSER MATERIALS	Rooftop units substantially installed
SET CONDENSERS	Rooftop units substantially installed
SET TRIM	Not started
START UP	Not started
HVAC THIRD FLOOR	
PRE-ROCK/LINE SET PIPING	Substantially complete
FAU MATERIALS	Not started
ROUGH DUCT	In progress
CONDENSER MATERIALS	Rooftop units substantially installed
SET CONDENSERS	Rooftop units substantially Installed
SET TRIM	Not started
START UP	Not started
HVAC FOURTH FLOOR	
PRE-ROCK/LINE SET PIPING	Substantially complete
FAU MATERIALS	Not started
ROUGH DUCT	in progress
CONDENSER MATERIALS	Rooftop units substantially installed
SET CONDENSERS	Rooftop units substantiaty installed
SET TRIM	Not started
START UP	Not started
HVAC COMMON AREA/ROOF	
PRE-ROCK/LINE SET PIPING	ln progress
FAU-RTU MATERIALS	Not started
ROUGH DUCT	in progress
RTU MATERIALS	in progress
SET EQUIPMENT	In progress
SET TRIM	Not started
START UP	Not started

PLUMBING BELOW PODIUM	
PERMIT	As progress requires/justifies
EXCAVATION/BACKFILL	Substantially complete
U/G SANITARY PIPING	Substantially complete
U/G STORM PIPING	Substantially complete
PRECAST STRUCTURES	Not started
PLUMBING FIRST FLOOR	
A/G WASTE & VENT	Substantially complete
DRAINS/CARRIERS	Substantially complete
SLEEVES/INSERTS	Substantially complete
A/G STORM PIPING	Substantially complete
A/G DOMESTIC WATER	Substantially complete
A/G GAS PIPING	Substantially complete
TUBS & HOOKUPS	Substantially complete
PLUMBING FIXTURES	No! started
PLUMBING EQUIPMENT	Not started
CONDENSATE PIPING	Substantially complete
PLUMBING TESTING	In progress
PLUMBING IDENTIFICATION	Not started
INSULATION - FIRESTOP	In progress
PLUMBING SECOND FLOOR	at progress
A/G WASTE & VENT	C. detactivities generated
DRAINS/CARRIERS	Substantially complete Substantially complete
A/G STORM PIPING	Substantially complete
A/G DOMESTIC WATER	
	Substantially complete
A/G GAS PIPING	Substantially complete
TUBS & HOOKUPS	Substantially complete
PLUMBING FIXTURES	Not slarted
PLUMBING EQUIPMENT	Not started
CONDENSATE PIPING	Substantially complete
PLUMBING TESTING	In progress
PLUMBING IDENTIFICATION	Noi started
INSULATION - FIRESTOP	In progress
PLUMBING THIRD FLOOR	
A/G WASTE & VENT	Substantially complete
DRAINS/CARRIERS	Substantially complete
A/G STORM PIPING	Substantially complete
A/G DOMESTIC WATER	Substantially complete
A/G GAS PIPING	Substantially complete
TUBS & HOOKUPS	Substantially complete
PLUMBING FIXTURES	Not started
PLUMBING EQUIPMENT	Not started
CONDENSATE PIPING	Substantially complete
PLUMBING TESTING	in progress
PLUMBING IDENTIFICATION	Not started
INSULATION - FIRESTOP	In progress

PLUMBING FOURTH FLOOR	
A/G WASTE & VENT	Substantially complete
DRAINS/CARRIERS	Substantially complete
A/G STORM PIPING	Substantially complete
A/G DOMESTIC WATER	Substantially complete
A/G GAS PIPING	Substantiatly complete
TUBS & HOOKUPS	Substantially complete
PLUMBING FIXTURES	Not started
PLUMBING EQUIPMENT	Not started
CONDENSATE PIPING	Substantially complete
PLUMBING TESTING	in progress
PLUMBING IDENTIFICATION	Not started
INSULATION - FIRESTOP	In progress
ELECTRICAL	
ELECTRICAL ENGINEERING	As progress requires/justifies
ELECTRICAL MOBILIZATION	As progress requires/justifies
OFFICE TRAILER/ADMIN 24 Mos	As progress requires/ustifies
PRJT. ENG, CAD, PRJT. ASST.	As progress requires/justifies
ELECTRICAL PERMITS	As progress requires/justifies
SUBMITTALS	As progress requires/justifies
SUPERVISION/PLANNING/COOF	As progress requires/justifies
LIGHT FIXTURE PACKAGE	In progress
DISTRIBUTION PACKAGE	Rough-ins complete
LOW VOLT SYS FA, CCTV, CA	Rough-ins complete
UNDERSLAB BRANCH CONDUIT	Substantially complete
GARAGE & 1st FLR CONDUIT &	Substantially complete
Ist FLR RGH WALLS/CEILINGS	Complete
Ist FLR DEVICE & FIXTURE TRIN	Not started
and FLR RGH WALLS/CEILINGS	Complete
2nd FLR DEVICE & FIXTURE TRI	Not started
Ind FLR RGH WALLS/CEILINGS	Complete
IN FLR DEVICE & FIXTURE TRIN	Not started
th FLR RGH WALLS/CEILINGS	Complete
III FLR DEVICE & FIXTURE TRIN	Not started
APCO CONTRACTOR FEE	As progress requires/justifles

NCS Loan Budget Item Status/Activity

	Original	\vdash	APCO Request	est	Revised	Borrower's	-	Refertion	Borrower's	Bostower's	2,4	Retantion	I loss them	Total	The state of the s
Loon Budget tom	Loan Budget	_	Change Order	Įį.	Budget	Requested	_	Withheld	Roquested	Requested	Pop	Withheld	Balance Remaining	_6	Parcontage
	Amount	<u>_</u>	Amount	\dashv	Amount	Gross This Draw	WEW	This Oraw	Nest This Draw	Gross To Date	Dete	To Date	Including Retention		Observed
GROUPES		-					+								
MUSILIZATION	ľ	-			45,000	-1-	*	•	49	-	-	\$ 2,250.00	\$ 2,250.00	100,00%	100.00%
SHE PREPARES EXCAVATION	N	\rightarrow		50	2,559,000			1	•	5 2,5	2,559,000 9	\$ 127,950.00	\$ 127,950.00	100.00%	100.00%
SITE WATER				12	847,000	8		•		\$ 6.	636,720 \$	\$ 31,838.00	5 42,118.00	98.41%	98.0086
SITE STOKIN SEWER	1	\rightarrow		5/2	511,000	69	49	4	**	\$ 50	500,780 1	\$ 25,039,00	\$ 35,259.00	98.00%	100.00%
SHE SANITARY SEWER				WP .	815,000	69	1	١	199	\$ 55	580,400	\$ 29,520.00	\$ 54,120.00	99.00%	89.00%
INSURANCE	-	-+		**	150,700	10-	4		•	8 18	150,700 \$	7,535.00	\$ 7,535.00	100,00%	100.00%
BUBTOTAL GRADING	8 4,527,700	,700 \$		60	4,527,700	10	69	4	67	5 4,46	4,482,600 \$	\$ 224,130.00	\$ 268,230,00	89.00%	99.71%
Control of the Contro		T		-											
OCCUPATION OF THE PROPERTY OF		2000		f			-						1		
OLIGINA PROPERTY VINC		2		2	227/30	•	1	•		9			\$ 222,750,00	9600'0	0.00%
OFFEITES RUSSELL CURRICUTIER		82,000		6/9	27,000		49	•	*	5	49		\$ 77,000.00	9,000	0.00%
OFFSTES SIDEWALKS RUSSELL		210,000		10	10,000	1	-	•	47	\$			\$ 10,000.00	96000	0.00%
ASPHALT PAVING PHASE I	1	289,600		40	289,600	\$ 8,500.00	-	850.00	\$ 7,850.00	s	43,928 \$	4,392.75	\$ 250,085,25	15.17%	20.00%
CURBIGUITER PHASE 1	1	113,020		69	113,020	44	2	•	97	69			\$ 113,020,00	0.00%	0.00%
SIDEWALKS PHASE 1		220,000		8	220,000	44		٠		10			\$ 220,000.00	9,000	9,000
BRICK PAVERS PHASE 1		255,000		549	221,844	40	40			89			\$ 221,844.00	9,000	0.00%
SITE FURNISHINGS PHASE 1	\$ 100,	100,000		67	100,000	44	40		**	89			\$ 100,000.00	9,000	0.00%
POOLS	*	480,000		49	460,000	\$	67		69	**	1	1	\$ 460,000,00	9,000	9,000
ELECTRICAL ENGINEERING	8	8,200		649	6,200	60	69	•	27	673		,		%00.0	9.000
WORTLIZATION		009'8		99		4	59		577	47					
OFFICE TRAILERADMIN 24 Mos.		4,800		89	4,800	65	1		10	69			\$ 4,800.00	2,000	96000
PRJT. ENG, CAD, PRJT. ASST.		3,000		49-	3,000	49	10		1 57	\$7	1	1		0.00%	0.00%
ELECTRICAL PERMITS	\$ 2,	2,600		49	2,600	49		•	17	100			\$ 2,600.00	9,000	0.00%
SUBMITTALS	*	400		89	400	45	1	٠		97	400	40.00		100,00%	100.00%
SUPERVISIONPLANNING/COOR	4	4,800		67	4,860	45	\$	-	1	17	1	1	\$ 4,800.00	0.00%	950000
FURNISH LANDSCAPE LIGHTING	\$ 157,	157,000		89	157,000	47	17		1 27	10	1		\$ 157,000.00	96000	9,000
FURNISH COURTYARD LIGHTING		40,000		69	40,000	us.	67	*	10	19	,		\$ 40,000.00	0.00%	0.00%
FURNISH SPORTS LIGHTING	\$ 8,	000'9		99	9,000	*	69	٠	199	19	1	1	\$ 6,000,00	0.00%	26.00.0
FURNISH PARKING POLE LIGHT	\$ 32,	32,000		69	32,000	49		,	6/3	*	1	1	\$ 32,000.00	0,00%	0.00%
APCO CONTRACTOR FEE	\$ 148,	149,883		47	149,883	\$ 565	565.25 \$	56.63	\$ 508.72		4,399 \$	439,87	\$ 145,824,20	2,83%	2.83%
SUBTOTAL ONOFFBITES	\$ 2,376,853	853 8		60	2,120,887	\$ 9,065.25	\$ 52	908.53	\$ 8,158.72	67	48,726 \$	4,872.62	\$ 2,077,043.45	2.30%	2.07%
BUILDING 2		+		+											
LANDSCAPING	\$ 80,0	90,000		82	000'08	8		,	i in	40	67		\$ 90,000,00	9600'0	0.00%
REINFORCING STEEL LABOR	۱	000		\$45	340,000	\$ 10,200.00	8	1,020,00	\$ 9,180.00	5 34	340,000 \$	34,000.00	\$ 34,000.00	100.00%	100.001
REINFORCING STEEL MATERIAL		8		*	508,613	55	57				506,613 \$	50,681.25	\$ 60,881.25	100.00%	100.00%
EXCAVATE FOOTINGS		8		55	248,500		50	•			248,500 \$	24,850.00	\$ 24,850.00	100.00%	100.00%
		000		59	200,000	40	87	,		\$ 20	200,000	20,000.00	\$ 20,000.00	100.00%	100.00%
		000		55	300,000	50	10		· Us	30	300,000	30,000.00	\$ 30,000.00	100,00%	100,00%
		88,000		*	85,000	40	47	٠	5	60	\$ 000'58	8,500,00	\$ 8,500.00	100.00%	100.00%
PLACE/FINISH SLAB ON GRADE	\$ 130,000	8		8	130,000	8		•		\$ 13	130,000 \$	13,000.00	\$ 13,000.00	100,00%	100,00%
		000		8	450,000			•	42	\$ 45	450,000 \$	45,000.00	\$ 45,000.00	100.00%	100.00%
		000		69	300,000	9	67	•	u	\$ 30	300,000	30,000.00	\$ 30,000.00		100,00%
S		95,000		89	02,000	42	69	٠	67	(D)	85,000 s	8,500.00	\$ 8,500.00	100.00%	100,00%
A DECK		80		49	475,800		63	•		\$ 47	475,181 \$	47,518.05	\$ 48,237,55	99.85%	100.00%
		25,000		8	25,000	\$ 6,350.00	8		\$ 5,715.00	••	12,700 \$	1,270.00	\$ 13,570.00	9608'05	50.00%
		26,000		8	25,000					49		1,270.00		50.00%	\$0.00%
	26,0	26,000		50	25,000				\$ 5,715.00	50	12,700 \$	1,270.00	\$ 13,570.00	50.80%	50.00%
PRECAST FLOOR 4	800	25,000		99	25,000	\$ 6,350.00	90	835.00	\$ 5,715.00	so.	12,700 \$	1,270.00	\$ 13,570,00	960.00	20 00%

CK VENEER ARPENTRY OFING S ROOFING	62 62 65	151,200	49 4	151,200 \$		47 61	1	43	57		89		\$ 151,200.00	-	0.00%
	- 1	16,000	*	18,000		ėį	-							÷	Name and Address of the Owner, when the Owner, which the Owner
			•				-		67	•	89		\$ 16,000.00	9600'0	96000
	1	2,120,000	**	2,185,000 \$	284,584.91	\$ 28,	28,456.49 \$	\$ 258,108.42 \$	\$	2,177,867	\$	217,798.72	\$ 224,829.51	1 89.68%	100.00%
DN DN DOFING	89	26,000	44	25,000 \$	19,682,46	49	1,959.25 \$		67	19,582	47	1,959.26	\$ 7,368.78	÷	960009
ON TOOFING	47	32,000	*		**	67	1		49	34,200	89	3,420.00	\$ 3,420.00	-	100.00%
DOFING	20	57,280	45	-	-	50	•	1	89	,	49		\$ 67,280.00	0.00%	0.00%
	8	164,000	55		\$ 238,002.80	\$	23,800.28 \$	\$ 214,202.52	8	238,003	89	23,800,28	\$ 28,657.48	8 98.00%	100.00%
	97	173,400	45	174,450 \$			3,367.78 \$	\$ 30,308.80	so C	162,569	69	16,255.95	\$ 37,146.48	B 87.45%	90.00%
		331,100	69		126,862.80	50	12,666.26 \$	113,896.62	62	126,663		12,688.26 \$	\$ 217,103.48	8 38.26%	80.00%
	17	118,400	69			57			65	268,500		26,850.00	\$ 34,226.00	87.33%	89.00%
OOKS	-	34,100	84	-			-		69	72,865	52	7,268.50	\$ 26,101,50	D 79.42%	90.00%
WALE		1,838,046	44	302,000 \$	30,000.00	\$ 3,	3,000.00 \$	\$ 27,000.00	80	300,000		30,000,00	\$ 32,000.00	0 99,34%	99.00%
The state of the s	50	300,000	49	300,000	4	\$	1		s)	,	*		\$ 300,000,00	0.00%	0.00%
PAINTING	69	85,000	89	\$ 000'58	•	67	49		€P		640		\$ 85,000.00	H	0.00%
ELEVATORS	49	306,582	s	308,562		49			50	183,438	65	18,343.80	\$ 141,467.80	69.84%	0.00%
Z	50	3,760	89	3,750 \$	-	69	1		67		65	375.00	\$ 376.00	100.00%	100.00%
MECH. BUBMITTALS	**	338	69	338 \$	1	49			69	205	45	20,50	\$ 153,00		60.74%
MECH. GENERAL CONDITIONS	89	532	67	\$ 229	1	8/9			43	382	55	38.18	\$ 208.48	_	68.00%
MECH. CLOSEOUT DOCUMENTS	49	300	67			10	1		67	-				ᅩ	0.00%
HVAC PERMIT	80	1,200	89	1,200 \$		so.	49	1	49	1,200	69	120.00	\$ 120.00	100.00%	100.00%
HVAC PRE-ROCKLINE SET PIPING	69	37,450	S	37,450 \$	9,382.50	100	938.25 \$	8,426,25	69	28,088	5	2,808.75	\$ 12.171.26	-	80.00%
HVAC EQUIPPED MATERIALS 1		29,960	8	29,960 \$	5,882.00 \$		699.20 \$	5,392.80		_		589.20 \$		-	20.00%
HVAC ROUGH DUCT	49	28,960	8	29,980 \$	8,968.00	*	898 60 \$	8,049.20	10	8,968		898.80	\$ 21,670.80	÷	50.00%
HVAC SET EQUIPMENT	42	29,980	49	29,960 \$		67			69	_			\$ 29,960,00	-	9,000
HVAC SET TRIM	99	7,480	n	7,490 \$,	65	1		62		us		\$ 7,480,00	-	0.00%
ESTING	19	7,490	n	7,490 \$		6/2			82					-	0.00%
HVAC START UP	s	7,490	S	7,490 \$		8	1		8	ı	••		5 7,490.00	₩	0,00%
PLUMBING PERMIT	60	2,670	47	2,870 \$	1	89	-	1	19	2,841	s	284.13	\$ 312.83	3600%	100.00%
7	*	48,992	57)	48,992 \$	-	42		-	82	-	*	4,850.21	\$ 5,340.13	9 69 00%	100.00%
ę	49	24,850	e	24,850 \$		47		•	97	24,602	**	2,460.15	\$ 2,708.65	89.00%	100.00%
	40	83,311	40		,	49		-	40	82,478	2	8,247.79	\$ 9,080.90	80.00%	100.00%
	69	28,675	47	29,675 \$	-	89	1	1	49	29,378	8	2,937,83 \$	6	-	100.00%
WCE	*	3,215	67			45			55	3,183	53	318.29 \$		_	100.00%
	8	7,680	*				-		-+	7,683	40		\$ 834.94	÷	100.00%
	12	54,020	67			-			40	45,917	.,	4,591.70		-	95.00%
	97	25,827	49	-			103,31	-	20	26,669		2,656,87 \$		and	89.00%
	**	45,858	67					-		38,526	\$	3,652.64 \$		-	95.00%
PK	60	78,768	6/9		7,		-	7,				2,914.34	\$ 62,638.92	-	95.00%
	100	9,164	*		816.40 \$	80	81.64 \$	734.78	52	1,796	50	179.81	\$ 6,547.53	-	22.00%
PLUMBING FIX LINES		44, B32	9	44,532 B					20		20			+	9,000
004000		44 500	•			2	-+-		-	-		_		+	3,00%
		48 000		48 600 8			e m. /EE'/			000000		33,000.07	48 000 00	07.0078	20.00
		20,400	er.											÷	0.00.0
- None	67	14.400	95	14.400 5			t			8 130		843 00	2 7 074 90	KA KOK	KR K994
	•	8.000	65			u				-	61	-		+	KK 7RK
		7,800	49	7.800 \$	•	v									58 D9%
		1,200	8	-			†		89	1,200		+		<u> </u>	100.00%
UPLANNING/COOR	03	14,400	67		3,000,00	10	300,00	2,700.00	10		87	1,065,00 3	4	-	73.96%
	50	95,600	57	86,500			-		+	-				-	9,000
DISTRIBUTION PACKAGE	19	25,000	67	25,000 \$		45			97		93	2,250.00 \$		100	90.00%
	19	000'05	90	\$ 000'09	7,500.00	\$ 7	750.00 \$	6,750.00	87	37,500	69	3,750.00 \$	16,250.00	75.00%	75.00%
	89	200,000	65	200,000	•	8	•7	•	\$	190,000		19,000.00 \$	\$ 29,000.00	96.00%	100.00%
1st BUBLEVEL GAR UG & DECK	**	200,000	87	295,000 \$	4	8	1		69	_	"	24,250.00 \$	63		100.00%
1st FLOOR ROUGH & TREM	67)	25,000	97	25,000 \$	•	80	- 1	•	10	17,500	10	1,750.00 \$	9,250.00	70.00%	75.00%

2nd FLOOR ROUGH & TRIM	8	26,000	မာ	25,000	19	-		89	-		17,500 \$	1,750.00	\$ 00.	9,250.00	70,00%	758.00%
3rd FLOOR ROUGH & TRUM	50	26,000	40	25,000 \$	60		٠	42	1	67	17,500 \$	1,750.00	\$ 00'	9,250.00	70.00%	75.00%
4th FLOOR ROUGH & TRIM	20	25,000		25,000 \$	60	17,500.00	1,750.00	\$ 15,7	15,750.00	19	17,500 \$	1,750,00	\$ 00'	9,250.00	70.00%	75.00%
ROOF PLAN	S	2,500	67	2,500	87	-	1	49		us.		-	69	2,600.00	0.00%	0.00%
APCO CONTRACTOR PEE		749,413	**		- 1	$\overline{}$		\$ 65,1	65,162,31	95	572,634 \$	\$ 57,283.44	3 44	234,042.08	78.41%	78,41%
SUBTOTAL BUILDING 2	\$ 11,113,021	3,021 6	5 C	10,580,072	99	982,789.25 \$	98,278.93	\$ 654,	884,510.33	60	8,718,842 \$	871,684.18	.18 3	2,714,914.71	82.55%	88.24%
SUIT DANG 3		- Control of the Cont	+		1								+			
LANDECAPING	8	80,000	40	90,000	67		,	49		49	-		61	00.000.00	0.00%	2,000
REINFORCING STEEL LABOR		300,000	64	364,260 \$	67	6,927.50 \$	692.76	8	6,234.75	4	360,250 \$	36,025.00	-	40,025,00	98.90%	100.00%
REINFORCING STEEL MATERIAL	38	380,000	97	508,613	87			40-		65	508,813 \$	\$ 50,681.25		50,681.25	100.00%	100.001
EXCAVATE FOOTINGS	\$ 24	248,500	87	248,600	87	•		4	,	29	248,500	24,850.00	\$ 00'	24,850.00	100.00%	100.00%
PLACE FOOTINGS	20	200,000	673	200,000	87	1		50		49	200,000 \$		_	20,000.00	100.001	100.00%
FORMPLACE LOWER WALLS	30	300,000	85	300,000	60	- 8		•>		10	300,000		\$ 00.	30,000.00	100.00%	100.00%
FORMPLACE LOWER COLLIMNS	40	85,000	49	B5,000	89			u)	-	**			-	8,500,00	100.00%	100.001
PLACEFINISH SLAB ON GRADE	13	130,000	44	130,000	67	16,000.00 8	1,500.00	\$ 13,6	13,500.00	10	120,000 &	12,000.00	\$ 00"	22,000.00	92.31%	100.00%
FORMPLACE MID DECK	\$ 45	450,000	47	460,000	87	-		**		S	450,000 \$	45,000.00	\$ 000	45,000.00	100.001	100.00%
FORWPLACE MID WALLS	300	300,000	52	300,000	2		3	63		5	300,000	"	.00 S	30,000,00	100.00%	100,001
FORMPLACE MID COLUMNS	80	85,000	87	85,000	87			50		5	85,000 \$	8,500.00	\$ 00	8,500.00	100.00%	100.00%
FORMPLACE UPPER DECK	46	480,000	60	802,900 \$	*	24,116.00 8	2,411.60	\$ 21,7	21,704 40 \$	45	602,900 8	60,290.00	.00	60,290.00	100.001	100.00%
PRECAST FLOOR 1	8	25,000	65	25,000	s)	6,350.00 \$	635.00	5,7	5,715.00	en.	12,700 \$	1,270,00	\$ 00	13,570.00	50.80%	50.00%
PRECAST FLOOR 2	85	25,000	67	25,000	87	6,350.00 \$	635.00	5,7	5,715.00	19	12,700 \$	1,270.00	\$ 00.	13,570.00	60.60%	9,00.09
PRECAST FLOOR 3	**	25,000	40	25,000 \$	**	6,350.00 \$	635.00	5,7	_	69	12,700 \$		1,270.00 \$	13,570.00	50.80%	800.03
PRECAST PLOOR 4	10	25,000	**	25,000	87	6,350.00 \$	00'909	5 5,7	5,715.00	19	12,700 \$	1,270.00	\$ 00'	13,570.00	50.00%	50.00%
MASONRY CMU	35 36	32,100	*	32,100 \$	**	¥3	٠	19		49	16,050 \$		1,605.00 \$	17,655.00	900009	80.00%
THIN BRICK VENEER	\$ 15	151,200	*	151,200	17	1	•	\$		67			47	151,200.00	%00'0	0.00%
GRANITE	5	16,000	69	16,000 \$	87		٠	45	,				19	16,000.00	9.000	0.00%
STEEL	7	2,120,000	\$	2,120,000	50	\rightarrow		\$ 162,4	-	•	2,076,268 \$	R	-	251,358.41	97.94%	100.0016
FINISH CARPENTRY		26,000	*	25,000	97	19,581.33 \$	1,958.13	\$ 17,6	17,623.20	60	19,581 \$		\rightarrow	7,376.60	78.33%	80.00%
FIREPROOFING	3	32,000	*	34,200 \$	8			*	1	25	34,200 \$	3,420.00	.00 S	3,420.00	100.00%	100.00%
INBULATION		67,280	*	57,280	2			- (-	69				57,280.00	0.00%	40.00%
ROOFING	1	164,000	47	242,880 \$	2		٦	- 1		50	-			72,372.28	78 00%	90.00%
WATERPROOFING		173,400	60	174,450 \$	8	68,377.13 \$	6,837.71	\$ 61,5	61,539.42	52	131,691 \$	13,169,13	-	55,927.79	75.48%	90.00%
srucco		331,100	\$	331,100	*			**	1				-+	331,100.00	0.00%	2,00%
WINDOWS	9 1	118,400	90	268,500 \$	2	-			-	10		1	-	45,300.00	92.36%	80.00%
SI ORE-FORM DOORS	ŀ	36,700	7 .	000,000	0				49,000.00	0	24,450	1	-	42,485.00	50.01%	60,00%
LOWINGKTWALL		0,040	2 4	302,000	,	70,000,00	2,000.00		3			00.000,71	4	148,000,00	20.02	40,00%
FLOOTONG		300,000	0	200,000				2	1				4	300,000,00	2000	0.00%
PARTIME	9	000,000		9 000 000				0 0	Ť		6 400 4000	. 000 1400	. 8	00.000.00	0.00%	600
MECH NORS IZATION	5	3.750	• 40	3 750		2 44		2 21	1		3 750 8	1	-	378 00	400.00	400 00K
MECH, SUBMITTALS		328	60	338	97	-	-		1		205		+-	153.00	60.74%	60.74%
MECH. GENERAL CONDITIONS	49	632	**	632	97	1	•	87	,		362 \$		38.18 \$	206.47	68.00%	68.00%
MECH. CLOSEOUT DOCUMENTS	45	300	55	300	87	1		**		10			57	300.00	9,000	9,000
HVAC PERMIT		1,200	40	1,200	8	1		•	-	8	1,200 \$	120.00	\$ 00	120.00	100,001	100,00%
HVAC PRE-ROCK/LINE BET PIPING	\$ 37	37,450	87	37,450	49	-+			-+			1	-	37,450.00	0.00%	10,00%
HVAC EQUIP/FSD MATERIALS		29,960	•	29,960 \$	47	6,892.00 \$	599.20	5,3	5,392.80	4	5,992 \$	20870	-+-	24,567.20	20,00%	20.00%
HVAC ROUGH DUCT		29,960	20	28,980	87	40	•	40					8	29,960.00	0.00%	10.00%
HVAC SET ECHIPMENT		29,860	95	29,960	10	1	•	87					97	29,960.00	0.00%	0.00%
HVAC SET TRIM		7,480	50	7,490 \$	•	-		97	•	50				7,480.00	96000	0.00%
HVAC FSD - DD TESTING		7,480	95	7,480	67		1	2	1				47	7,480.00	0.00%	0.00%
HVAC START UP		7,480	20	7,490				95		8	-		10	7,490.00	0.00%	9,000
PPLUMBING PERMIT		2,870	*	2,670	87	-			1		-	1	65	312.83	99,00%	100.00%
EXCAVATIONBACIOFILL		48,982	9	48,992 \$	20	†				10	_	1	-	5,340.13	89.00%	100.00%
UKG SANITARY PIPING		24,850	100	24,850		-	•				24,602 \$	1	120	2,708.65	99 00%	100.00%
LANG STORM PARNG	83	83,311	-	63,311	97			20	1		82,478 \$	8,247.79	29	9,080.80	98.00%	100.00%

PRECAST STRUCTURES	47	29,875	\$5	28,675	43	•		**			29,082	\$ 2,9	2,908.15 \$	3,501.65	98.00%	100.00%
BLDG. WATER SERVICE	8	3,215	47	3,215	87			47			3,183	8	318.29 \$	350.44	89.00%	100.00%
SLEEVESMNSERTS	s	7,680	49	7,660	43	•		43	49		7,583	5	758.34 \$		99.00%	100.00%
A/B WASTE & VENT	67	64,020	679	54,020	679	10,604.00	1,080.40 \$		9,723.60 \$		32,412	\$ 3,2	3,241.20 \$	24,849.20	80.00%	80.00%
DRAINS/CARRIERS	in	25,827	49	25,827	63	2,582.70		49	2,324.43 \$		24,536	\$ 2,4	2,453.57 \$	3,744.92	95.00%	95.00%
A/G STORM PIPING	47	45,668	**	45,658	67	4,565.80 \$	\$ 456.58	67	4,109,22 \$		20,546	\$ 2,0	2,054.61 \$	27,168.51	46.00%	40.00%
A/G DOMESTIC WATER	870	78,788	10	78,768 \$	80	7,876,60 \$			7,088.94 \$		19,692	5 1,9	1,999.15	61,043.65	25.00%	40.00%
PLUMBING TESTING	s	8,164	47	B.164	69	816.40	8 81.84	87	734.78 \$		1,833	÷	163.28 \$	6,694.48	20.00%	20.00%
PLUMBING FIXTURES	89	44,532	*	44,532	67	•		67			,	10	-	44,532.00	0.00%	0.00%
PLUMBING EQUIPMENT	45	26,180	67	26,180	50	_					-	8	313.82		12,00%	12,00%
INSULATION - FIRESTOP	55	11,500	89	488,500 \$	69	231,850.00 \$	\$ 23,185.00	\$ 208,885.00			329,150	32,9	32,914.97		67,68%	20.00%
ELECTRICAL ENGINEERING	*	18,600	40	18,800	643	,	57	879	-			67	•	18,600.00	0.00%	0.00%
ELECTRICAL MOBILIZATION	97	20,400	60	٠	97	1	•	89	1		,	45	1	1		
OFFICE TRAILER/ADMIN 24 Mos.	47	14,400	90-	14,400	69	•	47	87	1		3,139	60	313.90 \$	11,574.80	21.80%	21.80%
PRJT. ENG, CAD, PRJT. ASST.	*	8,000	87	9,000	65	,		67			5,019	8	501.88 \$	4,483.13	55.78%	55,78%
ELECTRICAL PERMITS	6/3	7,800	19	7,800	97			\$			4,376		437.50 \$	3,562,50	68.09%	58.09%
SUBMITTALS	67	1200	60	1,200				67	1			8	120.00 s		100.00%	100.00%
SUPERVISIONIFLANNING/COOR		14,400	60	14,400	_	3,000.00	300,00		2,700.00			-	1.065.00	4	73.96%	73.88%
LIGHT FOTURE PACKAGE	9	65,500	69	\$ 005,58	50	+-	47				-	S. 5.B	5,895.00 \$	12,445.00	%00.06	2,000
DISTRIBUTION PACKAGE	**	25,000	6/2	26.000		7.500.00	750.00	47	8.750.00 \$		+		2,250,00 \$		%00.06	90008
LOW VOLT SYS FA. CCTV. CA	64	50,000	67	50,000		-	-	69	-				+		40.00%	40.00%
2nd SUBLEVEL GAR UG & DECK		200.000	89	200,000	92	10,000,00			+		180,000	18.0	18.000.00		95.00%	100.00%
1st SUBLEVEL GAR UG & DECK	89	200,000	65	255,000	95			ľ	11,700.00 \$		242,500	3 24.2	24,250.00 \$		95.10%	100.00%
14 FLOOR ROUGH & TRIM		25,000	97	25,000 \$	69	+			+		+	60	500.00		20.00%	20.00%
2nd FLOOR ROUGH & TRIM	67	25,000	97	25.000	49	5.000.00		27	4.500.00 \$		5,000	45	500.00		20.00%	20.00%
And FLOOR ROLKSH & TRUM	67	26.000	67	26,000		-		95			-	51	500.00		20.00%	20.00%
Ath FLOOR ROUGH & TRUM	61	25,000	67	26.000		-		67	4.500.00		-		-		20.00%	20.00%
ROOF PLAN	00	2,500	**	2,500				119		-	-				9,000	0.00%
APCO CONTRACTOR FEE	67	749,413	67	749,413	89	and the last	\$ 6,528.51	67	8.61 \$		-	\$ 64,D	54,005.16 \$		72.08%	72.08%
SUBTOTAL BUILDING 3	8 1	11,113,021 6	**	\$ 10,638,947	67	1,047,016,18	\$ 104,701.62	\$ 942,314,56	4.56 \$		8,242,194	\$ 824,2	824,219,44 \$	3,220,972,28	77.47%	73.66%
													-			
BULDING 7		-							-							
LANDSCAPE	87	46,000	67	45,000	65		1	49				s	1	45,000.00	0.00%	0.00%
REINFORCING STEEL LABOR	89	200,000	60	220,000	67		49	89	69		217,800	S 21.7	21,780.00 \$	23,980.00	96,00%	100.00%
REINFORCING STEEL MATERIAL	47	200,000	80	281,821	50			95	,		281,821	\$ 28.1	28,182,10 \$	28,162.10	100.00%	100.00%
EXCAVATE FOOTINGS	69	260,000	19	260,000	s			**	-		250,000	\$ 25,0	25,000.00 \$	25,000.00	100.00%	100:00%
PLACE FOOTINGS	69	250,000	10	250,000	100	1		99	ب		250,000	\$ 25,0	\$ 00.000,52	25,000,00	100,00%	100,00%
FORWALACE WALLS	*	443,000	19	543,746	8	,		**	1		543,746	\$ 54,3	54,374.80 \$	54,374.80	100.00%	100.00%
FORMPLACE COLUMNS	82	120,000	279	120,000	10	1		10	IA.			\$ 12,0	12,000.00 \$		100.00%	100.00%
PLACE SLAB ON GRADE	\$	150,000	107	150,000	82	•	•	67	1		145,000	5 14,5	14,500.00 \$	19,500.00	98.67%	100,00%
FORMPLACE DECK	87	360,000	87	362,477	50	'			1		362,477	\$ 38,2	38,247.70 \$	36,247.70	100.00%	100.00%
PLACE ZND FLOOR	*	30,000	60	48,300	*	•	•	87			45,837	\$ 4,5	4,583.70 \$	5,048.70	90.00%	100.00%
PLACE 3RD FLOOR	10	30,000	49	30,000	8	•		87			20,600	2,8	2,850.00 \$	Ì	95.00%	100.00%
PLACE 4TH FLOOR		30,000	67	30,000				57			\rightarrow	\$ 2,8	\rightarrow	Pananananan pananan	96.00%	100.00%
PLACE STH FLOOR	40	30,000	97	30,000				2			26,500	2.0			85.00%	100.00%
PLACE 6TH FLOOR	9	30,000	65	30,000		1	•	67			28,500	2,8			95.00%	100.00%
PLACE TH FLOOR	*	30,000	65	30,000	5			8	*		28,500	2,0	2,850.00 \$		95.00%	100.00%
PLACE 8TH FLOOR	9	30,000	65	30,000 \$	20	-			-		28,500	2,8			85.00%	100.00%
PLACE 9TH FLOORROOF	100	30,000	60	30,000		15,000.00 \$	1,500.00	\$ 13,500.00	-		-+				60.00%	100.00%
MASONRY CMU	50	46,200	•	45,200	99	1	•	20	47		40,680	8 4,0	4,068.00 \$		90.00%	100,00%
GRANITE		100,000	\$	100,000	50	,		- 1	+		-	- 1			9,000	0.00%
BTEEL	9	3,460,000	10	6,688,979		416,206.20	41,520.82	\$ 374,567.38	7.38	1	6,326,534	5 532,6	532,653.44 \$	2	93.61%	85.00%
MISC, STEEL		2,481		2,481	9		1	,	+						0.00%	0.00%
FINISH CARPENTRY	0	650,000	100	650,000		+		19 6	+						23.81%	25,00%
THE TOURS	,	190,000	9 6	5 000,000	2	ZG, /4U.UU 3	2,874,00	\$ 25,600,UU	-		T/Z/MIU	21/1	17,244,00	30,404,00	80.00	MU.UUS
INSCRIPTION	•	000,10	9	009'10	0			2							0.00%	0,0078

					-	1		I				1	-			
ROOFING	99	75,400	8	75,400	8	•	17	17		17	•	47		\$ 75,400.00	0.00%	0.00%
WATERPROOFING	99	180,000	89	89,443 \$	S	-	\$ 190	195,05 \$	1,755,48	un.	64,123	8	6,412.27	\$ 31,732.56	and the last	100,00%
GLASS/GLAZING	85	5,100,000	143	5,100,000	s	807,500.00	\$ 80,750.00	\$ 00.0	726,750.00	67	952,500	80		\$ 4242,750.00	-	⊢
LGMF/DRYWALL	87	3,400,000	SP .	1,820,001	\$	213,975.00	\$ 21,397,50	+	182,577,50	65		1	4	Ŀ	+	
FLOORING	49	450,000	8	450,000	9	3		-			,		+-		_	+
PAINTING	*	520,000	89	235,000	\$		50	1		67		9			-	-
APPLIANCES	49	112,000	S	112,000	s C	•	67			67	-	87			_	0.00%
ELEVATORS	49	280,000	un	567,003	2	150,256.00	\$ 15,025,60	3.60	135,230,40	s	320,357	649	32,035,70		⊨	_
WECH, MOBILIZATION	10	17,500	87	17,500	8	,	\$	10	6	82	17,500		1,750.00 \$		-	
MECH. SUBBITTALS	**	1,575	67	1,575	69	,	8	-		47	1,212		ļ		-	-
MECH, GENERAL CONDITIONS	*	2,483	89	2,483	\$	٠	12	8		67			-		-	⊢
MECH. CLOSEOUT DOCUMENTS	89	1,400	67	1,400			52	5	-	67		.,		-	+	÷
MAC FRST FLOOR															÷	
PERMIT	••	10,483	10	10,483	100		2	5		67	10.483	61	1.049.30 \$	1 049 30	400 00%	100 004
PRE-ROCKLINE SET PIPING	99	4,202	en	4,202	-	2,101,13		210.11 \$	1.891.02	+-			315 17 8		÷	4
FAU MATTERIALS	95	3,362	99	3,382	45	+-	65			+	3.362		÷-		+	-
ROUGH DUCT	97	3,382	S	3,382	-	872.38		87.24 \$	605.12	+-	3 382				-	1
CONDENSER MATERIALS	100	3,382	100	3,362	+-	+		+-		+	o change	91	+	65	+	-
SET CONDENSERS	*	940	4	840	82		67	61		67	ľ				+	U UU
SET TRIM	87	840	**	840						67	•	91	-		_	0.00
START UP	67	840	65	BAD	82					.,		97	6/1		_	9000
MVAC SECOND FLOOR								-								
PRE-ROCKLINE SET PIPING	87	14,008	45	14,008	60	7,003.75	\$ 700	700.38 \$	6,303.38	45	10.506	62	1.050.58	4.552.43	3 75.00%	75.00%
FAU MATERIALS	97	11,203	65	11,203	55		52	49		49	11,203		-		-	느
ROUGH DUCT	89	11,208	44	11,206		2,241.20	\$ 224	224.12 \$	2,017.08	-					-	_
CONDENSER MATERIALS	9	11,206	\$	11,206	89	-	52	59		87	-	•	-		-	<u>+-</u>
SET CONDENSERS	87	2,802	49	2,802	82		8			87	e	•5			÷	0.00%
SET TRIM	87	2,802	46	2,802	67	,	50	67	,	**		47			0.00%	0.00%
START UP	\$	2,802	40	2,802	89	,	*	42		10	,	67			┺-	0.00%
MVAC THIRD FLOOR								H								
PRE-ROCK/LINE SET PIPING	8	14,008	60	14,008	87	7,003.75	\$ 700.38	38 \$	8,303.38	55	10,506	20	1,050.56 \$	4,652,43	3 75.00%	75.00%
FAU MATERIALS	40	11,203	87	11,203	87	•	67			87	11,203	67	1,120,30 \$	1,120.30	100.00%	100.00%
ROUGH DUCT	10	11,206	67	11,205	67	6,723.60	\$ 672.36	36 \$	6,051,24	s	11,208	60	1,120.60 \$	1,120.60	100.00%	100.00%
CONDENSER MATERIALS	69	11,206	••	11,208	87		88,			47	1	2		11,206.00	0.00%	0.00%
SET CONDENSERS	47	2,802	63	2,802	60	1	10		1	47	٠	69		2,801.60	0.00%	0,00%
SET TRIM	49	2,802	\$	2,802	_		49	•		**		\$,	2,801.60	96000	0.00%
START UP	10	2,802	47	2,802	45		42	1			1	67		2,801.50	0.00%	0.00%
MVAC FOURTH FLOOR																
PRE-ROCK/LINE SET PIPING	82	14,008	47	14,008	8	7,003.75	\$ 700.38	86	6,303.38	47		107	1,050.56 \$		3 75.00%	75.00%
FAU MATERALS	9	11,203	67	11,203		1		-			-		1,120.30 \$		_	100.00%
ROUGH DUCT	9	11,206	40	11,206	-	11,206.00 \$	3 1,120 60	-	10,085.40	-	11,208		1,120.60 \$			-
CONDENSER MAI EMALS	10	11,206	20	11,205		•	20	5		20			,		-	0000
SET CONDENSERS	,	2,802	8	2,802		•	-	\$		9	•				-	0.00%
SETTRIM	2	2,802	80	2,802				*		97	-				-	0.00%
START UP	19	2,802	en	2,802	99		92	-		9		.,		2,801.50	0.00%	0.00%
MVAC FIFTH FLOOR	1.	4.4 000	-	44.000		10000		-			-	1			_	
CALINATEDIAL C		44 202	9 6	14,000	,	-	\$ (UD 30	2 4	0,503.08		10,500	1	50.000, F	4,002.43	/0.00%	(3.00%)
South a last		44 200	9 0	2000		44 200 00		+	Ţ	-	-		1,120,30		mb:	
COADCASCED MATERIAL C		14 900		44 200		-	משויר פ	+	10,003.40	+	11,200		_	1,120.60	+	TOUGH
OET OANEMBERS		0000	•	0071	+	Ť		2		2	•				÷	0.00
SEI CALCASERS		2,002	0 0	2,502		Ť		1		9	•	١,	1		÷	0.00%
SELIKAN		2,002	0	2,002				Ť		2	•	,			÷	000
MAR SHOW IT OND		200'9	0	Z'mn'z	٥		4	2		2	,		•	2,601.50	0.00%	9000
DEFENDER OF SET PIPMS		44 008		44 008		+		•			2 600		250 40 6	40 925 84	÷	26 000
EALI MATERIAL &		14,000	•	44 903				0	4	,	3,002	Ì	2000.13		Z20078	
TAU WAI ENDLO	•	l show i		EDZ, LT	n	-		7		v+	11,203 \$		1,120.30	8	1,120.30 100.00%	100.00%

04302

ROWAHDNOT		14 20G		11 206	Ŀ	41 206 no	4 420 00		40 000 40						-	
CONDENSER MATERIALS	.,	11,206	59	11.208		+			0,000,00	9 14	a l	, .	1, 120.00	00 000 00 00 00 00 00 00 00 00 00 00 00	100.00%	100.00%
SET CONDENSERS	87	2.802	67	2.802	+										+	6,00%
SET TRIM		2.602	67	2 802	+-	T					1				+	0.00%
START UP	61	2.802	61	2 802	+	T				, .				2,601.50		0.00%
HVAC SEVENTH FLOOR					-			-			1				2000	2000
PRE-ROCKLINE SET PIPING	47	14,008	50	14,008	*		*	**		69	3.602	60	350.19	3 10.855.81	26.00%	25.00%
FAU MATERIALS	67	11,203	69	11,203			*	67	*	50	11,203 \$		+		÷	100.00%
коизн рист	87	11,206	89	11,208	8	2,801.50	\$ 280.15	so 10	2,521.35	50	2,802		+		=	25.00%
CONDENSER MATERIALS	**	11,206	49	11,206	53			879		*		67	+	ľ	_	0 00%
SET CONDENSERS	49	2,802	*	2,602	65			89		*		95	,		-	8000
SET TRIM	67	2,802	5	2,802			1	67		s		111			÷	0.00%
START UP	69	2,802	55	2,802	8	1		67			1	.,			-	2000
HVAC EIGHTH FLOOR															+	
PRE-ROCKLINE SET PIPING	63	14,008	67	14,008 \$	47			1/2		50	3,602	us	350.19	\$ 10.855.81	26.00%	25.00%
FAU MATERIALS	89	11,203	s	11,203	**	1		9	•	150	+		+-		÷	100 00%
коисн рист	**	11,206	82	11,206	97	1		60		107			+		-	9000
CONDENSER MATERIALS	89	11,206		11,206 \$	67			57	1	60	8	\$			+	0.00%
SET CONDENSERS	47	2,802	65	2,802	82	1	,	50		49		67	-		-	2000
SETTRIM	\$	2,802	*	2,802	92	1	-	93		2		*2			-	9500.0
START UP	17	2,802	60	2,802	55			19		*		87	\vdash		-	0.00%
MVAC MINTH FLOOR															-	
PRE-ROCKLINE SET PIPING	87	4,202	69	4,202	55	1		19		679	1.051	**	105.08	3.258.75	25.00%	25.00%
FAU MATERIALS	s	3,362	45	3,382	673	1		49		49					_	100.00%
ROUGH DUCT	97	3,382	••	3,382		1		89		6/9		69	_	6	-	0.00%
CONDENSER MATERIALS	**	3,362	65	3,362	157	1	1	49		67		67			-	0.00%
SET CONDENSERS	57	840	••	840	49	1		87		40	,	97	,		÷	0.00%
SET TRIM	47	040	675	840	4	•		49		140		97			_	9,000
START UP	97	840	**	840	40	1		99	٠	\$	٠	47		\$ 840.45	0.00%	9,000
MAC COMBON AREA/ROOF																
PRE-ROCKLINE SET PIPING	40	151,250	40	161,250 \$		46,375.00 \$	4,637.50 \$	8	40,837.60	•	83,188	\$	8,318.75 \$	3 76,381.25	82.00%	80.00%
FAU-RTU MATERIALS	47	121,000	44	121,000	**		•	49	•			\$	12,100.00 \$	12,100.00	100,00%	100.00%
ROUGH DUCT	50	121,000	4/3-	121,000	**	80,600.00		8	64,460.00	59		S	8,050.00	66,550.00	60.00%	80.00%
RTUMATERIALS	93	121,000	4	121,000	19	30,250.00 \$	3,025.00		27,225.00	••	30,250		3,025.00		-	0.00%
SETEQUIPMENT	57	30,250	44	30,250	93	1		49	•	49		67	-	i	_	0.00%
SET TRUM	20	30,250	44	30,250	*		,	69		8		80			-	0.00%
START UP	10	30,250	59	30,250	**	47	•	69	•	52	•	87		30,250.00	0.00%	0.00%
PLUMBING BELOW PODIUM																
PERMIT	65	10,173	•	10,173	97-	1	•	95	•	60	-	2	996.95	1,200.41	98,00%	99.00%
EXCAVATIONBACKFILL	52	63,200	5	63,200		-		55		\$			5,213.60 \$		_	100.00%
UNG BANITARY PIPING	27	32,207	50	32,207			*	8	•	8	_		_		-	100.00%
UKS STOKM PIPING	20	37,376		37,378	47			69		69	\rightarrow	1	-		222	100.00%
PRECAST STRUCTURES	2	13,524	50		*	1		49	•	*		- [-	100.00%
BLDG. WATER SERVICE	20	3,577	4	128,571	59		6	••	•	49	74,481	59	7,448.15 \$	81,655.60	67.91%	100.00%
PLUMBING PROT PLOCK		400.07				+										
ANS WAS IE O VENI	,	43,730		43,730		9,3/3,00		9	-	p (-			R	80.00%	98.00%
ON SERVICE CONSTRUCTION		702.6		2 707		S CENTE	51.04 5		279,32	,	2,687	,	202.07			88.00%
ALO OTODA PIONACO	<u>.</u>	0,707		101'0	,	2 2	Mary and the same of the same	0			-	ומ	-		_1,	58.00%
	9 0	3,607		2000				0	00.108	,	-		_		90,00%	50.00%
ALD DAY DENES	,	20,000		CC, Sany		B,000,00		+	5 C. 218.72	20	-	9	-		70.00%	80.00%
	10	12,029	1		100		Videa au forest total	-+-		57	\rightarrow				50.00%	80.00%
	100	10,684	20			_				67		10			10.00%	10.00%
	5	19,118				1,911.80 \$			1,720.62	62		07	191.18 \$		10.00%	10.00%
	19	11,672	57		S	1,167.20 \$				62	-+	2			20.00%	20,00%
CONDENSATE PIPANG	,	5,107	90		10	1,021.40 \$		40	-	*	\rightarrow	67				20.00%
	0	3,868	10	3,668		388.80 \$	38.68	100	348.12	64	087		88.70 \$	2,987.70	25.00%	25.00%

TO I INDIANO INCINTESCATION		750	•	1		-		-							
MELETION - FRESTOP		3 768		47 480		25.00.00	1 40		-				750.00	0.00%	0.00%
PLUMBING SECOND FLOOR	_				_		0.57	0/0	90	20,921	6	Z'03Z'08	21,074.28	81.40%	90.00%
ANG WASTE & VENT	67	43,730	41	43.730	61	8 748 00 \$	R74 RD	e 7874 40	a 07	24 084		9 700 70	40.044.40		
DRAINSICARRIERS	95	6,207	67	6.207	67		124 14		+-	-	2	400 60	4 707 00	80.00%	38.00%
SCHEWESTINSERTS	99	3,707	100	3,707	+	+	37.07			3 3 3		7	704.30	20,000	23.00%
AG STORM PIPING	69	5,287	69	8,287	67	1	105.74						2 804 80	26 0000	200.00
A/G DOMESTIC WATER	49	68,899	45	65,899	93	13,189.80 \$	1,319.88	\$ 11,879.82	82		1"		201 350 Ed	ED DOR	20000
AIG GAS PIPING	*	12,029	49	12,029	87	4,811.60 \$	+			4.812		+	7 898 58	40.00%	DO ONE
TUBS & HOOKUPS	95	10,684	4	10,684	67	4,273.60 \$	+		24 \$	4.274 \$		-	8.837.78	40.00%	10.00
PLLIMBING FIXTURES	•	19,118	69	19,118	67	1,911.80 \$	191.18	\$ 1,720.62	22 8	1.912 \$		+	17 397 18	10 00%	40.00
PLUMBING EQUIPMENT		11,672	es-	11,672	s	1,167.20 \$	118.72	\$ 1,050.48	-	1,167		_	10.621.52	40.00%	2000
CONDENSATE PIPMG	•	5,107	67	5,107	s	1,021.40 \$	102.14	\$ 919.26				+-	4.187.74	20.00%	20.00%
PLUMBING TESTING	69	3,668	67	3,588	97	773.80 \$	77.38			774			3 171 78	20.00%	26.00%
PLUMBING IDENTIFICATION	8	750	69	750	47	1		50	40			+	750.00	0.00%	0.00%
INSULATION - FIRESTOP	95	3,769	L/A	47,103	s)	753.80 \$	75.38 \$	\$ 678.42		28,921	1	2,892.08	21.074.28	81 40%	BO OPPL
PLEMBING THIRD FLOOR											l	+-			
ANG WASTE & VENT	17	43,730	8	43,730	so	8,748.00 \$	874.60	\$ 7,871.40	\$ 09	34,964 \$		3.498.40 \$	12 244 ab	90000	SO DON.
DRAINS/CARRIERS	89	6,207	85	6,207 \$	en	1,241.40 \$	124.14	\$ 1,117,28	8	4.958			1,737,06	80 DOS	80 00K
SLEEVEBRINGERTS	99	3,707	85	3,707	89	370.70 \$				3,336 8		+	704.33	80 00%	80 0mk
AUG STORM PIPING	10	6,287	99	5,287	47	1,057.40 \$	-			2.115		+	3.383.68	40 004	90 00K
A/G DOMESTIC WATER	49	65,999	80	68,999		13,189.80 \$	1,319.98	=		+-	1	-	30.369.54	An one	20000
A/G GAS PIPING	19	12,029	67	12,029	40	-	┼		65				R 781 17	10 000	An now
TUBS & HOOKUPS	99	10,684	65	10,684	+		+		2 2			+	8 750 88	20000	20000
PLUMBING FIXTURES	69	19,118	60	19,118	67		191.18	1.720.62	22	1912 8		+	47 287 28	40.00	40 00%
PLUMBING EQUIPMENT	99	11,672	60	11,672	52	1,167.20 \$	+	\$ 1,050.48	-	1.487	1	-	40 621 62	40 OF	40.00
CONDENSATE PIPING	19	5,107	67	5,107	87	1,021.40 \$	+-		+	+	١		4 187 74	20 00%	20.00%
PLLMBMG TESTING	**	3,888	49	3,888	65		77.38		-	774 \$			3.171.76	20 00%	20.00%
PLUMBING IDENTIFICATION	**	760	49	750	49	69	-	47	49			-	760 00	9,000	2,000
INSULATION - FIRESTOP	10	3,760	49	47,103	10	753.80 \$	75.38	\$ 678.42	22	28,924 \$		2,882.08	21.074.28	81.40%	300.08
PLLMBING FOURTH FLOOR												+			
A/G WASTE & VENT	60	43,730	10	43,730	69	4,373.00 \$	437,30 \$	3,935.70	49	30,611 \$		3,081.10 \$	18,180.10	70.00%	90.00%
DRAINS/CARRIERS	87	6,207	49	6,207	67	1,241.40 \$	124.14 \$	1,117.26	se 92	3,104 \$		310.36 \$	3.413.85	%00 0S	90.00%
SLEEVESMSERTS	97	3,707	69	3,707	99	370.70 \$	37.07		-				704.33	90.00%	100.00%
AG STORM PIPING	8	5,287	89	6,287	12	1,588.10 \$	158.81	1,427.49	-			+	3,383,68	40.00%	20.00%
A/G DOMESTIC WATER	57	62,999	69	686'58	6/3	10,799.70 \$	1,979.97	17,819.73	es En	33,000 \$	6		38,289.46	60.00%	90.00%
AVG GAS PIPING	un.	12,029	4	12,029	100	4,811.80 \$	481,16 \$	4,330.44 \$	4 8	6,015 \$		801.46 \$	6,815.95	50,00%	80.00%
TUBS & HOOKUPS	17	10,684	69	10,684	40	1,068.40 \$	106.84	951.56	8 8	1,068 \$		106.84 \$	9,722.44	10,00%	10.00%
PLUMBING FD/TURES	500	19,118	5	19,118	*	1,911.60 \$	191.18 \$	1,720.62	2 \$	1,912 \$		191.18 \$	17,597.38	10.00%	10,00%
PLUMBING EQUIPMENT	9	11,672	67	11,872		1,167.20 \$	116.72 \$	-		1,167 \$		116.72 \$	10,621.62	10.00%	10.00%
COMDENSATE FIFTING	99	6,107	80	6,107 \$	60	-+	\rightarrow	-	-			102.14 \$	4,187.74	20.00%	20.00%
LUMBING IEDI ING	*	3,556	פו	3,868	10	773.60 \$	77.38 \$	696.24	-	774 \$		77.38 \$	3,171,76	20.00%	20,00%
TOMORING IDENTIFICATION	,	06/	9		10		\rightarrow		40	-	١	-+		9,000	0.00%
STATE OF STA	,	3,768	2	47,103	,	753.80 \$	75.38 \$	678.42 \$	46	28,921 \$	-	2,882.08 \$	21,074.28	61.40%	90.00%
ANG WASTE & VENT	65	43.730		49.7%		4 374 An	447.50	1 07 200 1	0	00 440			00000		
DRAINSCARRERS	63	6.207	41	8 207	91	620.70	A27.30	1	9 0	4 668 6		400 Km e	1777.00	30,00%	80.00%
SLEEVERANSERTS	9	3,707	40	3.707	97	370.70 \$	+		9			+	DE 101	200 000 000 000 000 000 000 000 000 000	SULUL SULUL
A/G STORM PIPING		5,287	•		ļ,	783,05 \$	79.31 \$				l	+	A DR7 42	28.00%	An now.
ANG DOMESTIC WATER	9	65,899	59	85,999	**	6.599.90 \$		150		18.500 8	*	+-	61 148 23	26 000	50 00K
ANG GAS PIPING	67	12,029	47	12,029 \$	•		+			2.408 \$	1	-	-	20.00%	400 OF
TUBS & HOOKUPS	99	10,684	49	10,684	80	1,088.40 \$	108.84	961.58				1	*	10.00%	10.00%
PLUMBING FUTURES	20	19,118	44	19,118 \$	47	955.00 \$	95.59					-	18,257.69	5.00%	5.00%
PLUMBING EQUIPMENT	85	11,872	55	11,672	5		118.72 \$	-	49	_		\rightarrow		10.00%	10,00%
CONDENSATE PIPING	90	5,107	50	5,107 \$	W		102.14		80 80	1,021		102.14 \$	4,187.74	20.00%	20.00%
PLUMBRING TESTING	\$	3,868	**	3,868 \$	87	366.80 \$	38.68 \$	348 12	*	387 \$		38.68		10.00%	10.00%

NESULATION - FRESTOP PLUMERING SOTH FLOOR AG WASTE & VENT SOLANASCARRIERS SOLANASCARRIERS AG STORM PPINA AG DOMESTIC WATER AG GALS PIPING TURSS & HOOVINS PLUMERING FIXTURES PLUMERING F	on on	3,789	•	47,103	9	753.80 \$	75.38	\$ 678	678.42 \$	28,921	0	2,892.08	17 10	21.074.28	61.40%	75.00%
PLUMERING SEATH FLOOR AGE WASTE & VENT DEANISCAURIERS SHEVESINVERTS AGE STORM PPING TURS & HOOKUPS PLUMERNO FIXTURES PLUMERNO FIXTURES PLUMERNO EQUIPMENT CONDENSATE PIPING	47	02.27		201			00.07			28,92	-+	2,892.08	69	21.074.28	81.40%	75.00%
AG WASTE & VENT DRAINSCARRIESS SEEVEENVERTS AG STORM PPING TURS & HODOLIPS PLUMBING FIXTURES PLUMBING FIXTURES PLUMBING EQUIPMENT CONDENSATE PIPING	69	43 730	-										L			Management of the little of th
DRAINSCARRIERS SLEWEBNIBERTS AGS GENERALS AGG BOWGESTIC WATER AGG GAS PIPING TURS & HOUGHIPS PLUMBING EXTURES PLUMBING EXTURES PLUMBING EXTURES CONDENSATE PIPING		1 22 1124	47	43,730	4	4,373.00 \$	437.30	\$ 3,935.70	70 5	4373	100	A27 SD		39 704 Ph	40 004	90,000
SILEEVEBNISERTS AND STORAM PENING AND DOMESTIC WATER AND GAS PIPING TURS & HOOKUPS PILLMENNO EQUEMBENT CONDENSATE PIPING	10	6,207	99			1,241.40 \$	+		-	3.724	-	372.42	-	2 885 29	RD DOG	80.00.8
AVG STORM PPING AVG DOMESTIC WATER AVG DAS PIPING TUBES & HOOKUPES PLUMBING FIXTURES PLUMBING EXTURES CONDENSATE PIPING	s	3,707	8	3,707					+	2,988	-	296.58		1.037.98	No ores	100 004
ANG DOMESTIC WATER ANG GAS PIPANG THESS & HOUSENES PLUMBING FIXTURES PLUMBING EXTURES CONDENSATE PIPING	49	5,287	40	5,267	6/9	528.70 \$	52.87	\$ 475	475.83 \$	529	-	52.87	-	4.811.17	10.00%	50 00k
ANG GAS PIPING TURS A HOOVALPS PLUMBING FIXTURES PLUMBING EQUIPMENT CONDENSATE PIPING	49	66,889	67	65,939	. 8	8,599.90	629.83	\$ 5,939.91	1-	13,200	52	1,319,98	"	54.119.18	20.00%	50.00%
TUBS & HOOKUPS PLUMBING FIXTURES PLUMBING EQUIPMENT CONDENSATE PIPING	99	12,029	40	12,029	97	47		69	99				61	12.029.00	0.00%	20.00%
PLUMBING FIXTURES PLUMBING EQUIPMENT CONDENSATE PIPING	*	10,684	69	10,684	63	63	1		99		82		07	10.684.00	0.00%	0.00%
PLUMBING EQUIPMENT CONDENSATE PIPING	85	19,118	80	19,118 \$	49				35		60			10 118 PM	2000	2000
CONDENSATE PIPING	67	11,672	49	11,872	69				t					11 872 00	2000	0.000
	*	5.107	69	5.107	67	97			t					6 403 00	2000	6,000
PLUMBING TESTING	40	3.669	61	3.858	6		T		+					3,107,00	5000	0.0076
PLUMBING IDENTIFICATION		750	•	760		۰	1		†				9	3,600.00	0.0078	0.00%
	97	3.769	6	47 404		28 487 AM S	2 848 70	96 36		40.400	÷	20000		/20.00	0.00%	0.00%
900		23	•	20114			-	מהיחבריבי פ	2	/QL'92	0	C,878,2	20	21,752,70	59.60%	80.00%
	61	43.730	69	04.7 7.00		-	1		T				1	10000		
		6 207								-	2 6	•	2	43,730.00	0.00%	20.00%
		2707		+		744 Am E	71.41		-+-		-		0	6,207.00	2000	20.00%
		2010	• •			-	74.14	2 687.28	R.	2,968	-	290,50	77	1,037.98	80.00%	100.00%
		2020	2				-	69	99	•	50		80	6,287.00	9,000	10.00%
WATER		62,999	50				-	69	9		679	4		65,999,00	0.00%	10.00%
	10	12,029	4		100	*	•	b9	42	1	50	-	67	12,029.00	0.00%	0.00%
	8	10,884	80		10.	1	,	2	•9		69	1	69	10,684.00	%0000	0.00%
	89	19,118	10	19,118	\$			89			19	4	87	19,118.00	0.00%	0.00%
_	64	11,672	49	11,672			,	67	17		s	1	10	11,672.00	0.00%	0.00%
CONDENSATE PIPING	**	5,107	60		67	579	•	£19	67	*	40		67	5,107.00	0.00%	0.00%
PLUMBING TESTING	50	3,868	*	3,868	8/3	47	1	*	Uh		40		10	3,888,00	9,000	0.00%
PLUMBING IDENTIFICATION	49	750	89		64		1	970			64		**	750.00	0.00%	0.00%
INSULATION - FIRESTOP	6/9	3,769	60	47,103	\$ 28,	28,167.00 \$	2,816.70	\$ 25,350,30	\$ DE.	28,167	69	2,616,70	49	21,752.70	59.80%	80,00%
PLIMBING EIGHTH FLOOR																
ANG WASTE & VENT	49	43,730	w	43,738	55			679	1/2	•	69	,	50	43,730.00	9,000	25.00%
DRAINSICARRIERS	49	6,207	so.	6,207	55	1			49		*		**	6,207.00	9,000	25.00%
SLEEVESMSERTS	67	3,707	69	3,707	63				69	٠	67		87	3,707.00	0.00%	100.00%
AG STORM PIPING	49	5,287	49	5,287	49		•	47		٠	67	,	67	5,287.00	9,000	0.00%
WATER	65	66,989	95	65,999	89	•	-	8	49	•	67		87	65,999.00	%000	0.00%
A/G GAS PIPING	••	12,028	**	12,029	57		-		97		87		87	12,029,00	0.00%	0.00%
TUBS & HOOKUPS	**	10,684	19	10,684	50	1	•	49	89		6/9	٠	m	10,684.00	9,000	0.00%
PLUMBING FIXTURES	*	19,118	69	19,118	673		,	47	67 4	3	65		42	19,118.00	9,000	0.00%
PLUMBING EQUIPMENT	\$	11,672	45	11,672	63	49	٠		52		87		57	11,672.00	0.00%	0.00%
9	19	5,107	29		8		•	87	9	٠	99			5,107.00	0.00%	0.00%
PLUMBING TESTING	69	3,866	99	3,868	6/9		•	•	67	1	100		67	3,868.00	0.00%	0.00%
PLUMBING IDENTIFICATION	••	750	49	250	53	47	,	49	99		e 2		47	750.00	0.00%	9,000
	19	3,769	\$	47,103	47		-	-	10		8		97	47,103.00	0.00%	0,00%
100k																
	97	43,730	57	-	8	••	1		52	•	63	•	5	43,730.00	9,000	0.00%
	47	6,207	65	-	\$	62	-	49	47		17	٠	57	6,207.00	0.00%	0.00%
	67	3,707	\$5	-+	40	679	1	67	89	•	97	1	67	3,707.00	0.00%	100.00%
	67	6,287	40	5,287	49	•	l.	49	10	1	42	5	10	6,287.00	9,000	0.00%
WATER		62,099	89	68,099	8	59	•	*	69	,	60		87	02,999.00	0,00%	0.00%
	95	12,029	67	12,029 \$	89	6/9 1	-	67	69	ŧ	67		en	12,029.00	9,000	0.00%
		10,684	**		57	97		679	8		55		87	10,684.00	0.00%	0.00%
	89	19,118	89	19,118		•			69		69		97	18,118.00	0.00%	0.00%
1			45		55		1	2	60		49		57	-	0.00%	0.00%
9	14	5,107	8		8		'	55	**		49		10	6,107.00	96000	0.00%
PLUMBING TESTING	*	3,868	*	3,868	50	,	•	50	69	٠	19	•				0.00%

PLUMBING IDENTIFICATION	25	760		750	s	•	10	,	67	67		82		\$ 75	750.00 0.00%	H	2000
INSULATION - FIRESTOP	59	3,769	579	47,103	89		89		an	89		67		47	_	+	0 00%
ELECTRICAL					-							L			-	÷	
ELECTRICAL ENGINEERING		52,700	679		S)	•	67	,	1	89	39,508	97	3,950.64	\$ 17.144.24	74.96%	⊨	74.98%
ELECTRICAL MOBILIZATION		67,800	60	28,320	69		67 -	,	67	60	28.320	67	2,832,00		+	÷	400 DOM
OFFICE TRAILERADMIN 24 Mos.		40,800	69	40,800	\$P	•	바		1 100	87	18,916	99	-	\$ 23.775.60	.	÷	48.38%
PRJT. ENG, CAD, PRJT. ASST.	89	26,600	u)		\$ 0	-	67-		100	69	24,368	67			÷	+	95.58%
ELECTRICAL PERMITS	88	22,100	63	22,100	S	•	59		4	65	17,390	87	1,739.00	\$ 6,449.00	-	H	78.69%
SUBMITTALS		3,400	69	3,400	8		49			82	3,400	67-	340.00	32	₽	-	100.00%
SUPERVISIONIPLANNING/COOR		40,800	49	40,800	87	1	45		49	69	36,500	67	3,650.00	7	-	느	88.48%
LIGHT FIXTURE PACKAGE		141,000	65		8	44,000,00		4,400.00	\$ 39,500.00	89	92,250	10	9,225.00	\$ 57,975.00	_	-	85.00%
DISTRIBUTION PACKAGE		225,000	40	~		120,000,00 \$		_	\$ 108,000.00	50	158,000	97	15,600.00	\$ 82,800.00	0.00 70.22%	-	75.00%
LOW VOLT SYS FA, CCTV, CA	65	20,000	10		8	18,872.00	49	1,887.20	\$ 16,984.80	679	23,872	et-	2,387.20 \$	\$ 28,515,20	-	_	80.00%
GENERATOR		100,000	so.	100,000	S	٠	s	,	57	69	95,000	97	9,500.00	\$ 14,500.00	100	-	100.00%
UNDERSLAB BRANCH CONDUIT		000'89	45		8	•	87		49	sa	64,500	67	8,450.00	\$ 9,950.00		-	100.00%
GARAGE & 1st FLR CONDUIT &		330,000	17	330,000	\$		6/7		1	42	313,500	67	31,350.00	\$ 47,850.00	0.00	-	100.00%
1st FLR RGH WALLS/CEILINGS	8	95,500	40		8		47		92	10	47,750	47	4,775 00	\$ 52,625.00	960009	-	80.00%
1st FLR DEVICE & FUCTURE TRUM		10,000	60	10,000	8	•	17			67		679		\$ 10,000.00	9,00 0.00%	-	0.00%
2nd FLR RGH WALLENCELINGS	67	95,500	69		2	29,000,00	8,9	2,900.00	\$ 26,100.00	89	76,750	47	7,675,00	\$ 28,425.00	1.00 80.37%		80.00%
2nd FLR DEVICE & FIXTURE TRIM		10,000	47		8	1	6/9		4)	49	•	89	٠	\$ 10,000.00	_	H	0.00%
3rd FLR RGH WALLS/CEILINGS		95,500	50		9	38,550,00	3,8	3,855.00	\$ 34,885.00	6/7	76,750	69	7,675.00	\$ 28,425.00	96.27%	-	80.00%
SHI FLR DEVICE & FIXTURE TRUM		10,000	44	l	8		5			63	٠	89	٠	\$ 10,000.00	9000 000	Ш	0.00%
ATH FLR RGH WALLS/CEILINGS		85,500	49			28,650,00	٠,5	2,885,00	\$ 25,765.00	8	68,850	99	6,685.00 \$		00.00	Н	80.00%
4th FLR DEVICE & FUTURE TRUM		10,000	49			•	52	-		9	,	17		\$ 10,000.00	3600 000		0.00%
Sth FLR RIGH WALLSINGE		95,500	S			18,750.00	1,8	1,875 00	\$ 16,875,00	S	47,750	50	4,775.00	\$ 52,525.00	50.00%	-	75.00%
Sth FLR DEVICE & FIXTURE TRIM		10,000	49			-				\rightarrow	,	97	•	\$ 10,000.00	0.00%	-	0.00%
6th FLR RGH WALLS/CELLINGS	90	85,500	60			18,750.00		1,875.00	\$ 16,875.00	-	47,750	49	4,775.00	\$ 52,525.00	9600.05	-	75.00%
16th FLR DEVICE & FIXTURE TRIM		10,000	60					-+	[67		60	\rightarrow			4	0.00%
THE FIRE RIGH WALLS/CEILINGS		85,500	0		2	18,750.00	-	1,875.00	\$ 16,875.00	9	47,750	49	4,775,00		-	4	50.00%
THE FLR DEVICE & FORTURE TREM	-	10,000	67		20		97	,	5	5	1	67	-+		-	4	9,00.0
BIN FLR RGH WALLS/CEILINGS		95,500	60				60	+		69	28,000	95	2,900.00	\$ 69,400.00		+	30.00%
IN FLY DEVICE & PIXIUME INDI		10,000	2					-			٠	67	-+		+	4	%00.0
8th FLR RIGH WALLS/CEILINGS		02,600	to			9,000.00		00.008	\$ 8,100.00	-1	28,000		2,900.00	\$ 69,400.00	4	+	30.00%
9th FLR DEVICE & FXTURE TRIM	97	2,000	100											İ	_	-	9,000
APCO CONTRACTOR FEE	- 1	1,090,747	10	1,698,747	0	171,971.90	- [\$ 164,774.71	-	800,295	90	-+	- 1	-	4	68.31%
SUBIOTAL BULLING 7	25,52	23,522,748	-	\$ 24,596,838	0	2,758,015.51	\$ 275,8	276,801.55	\$ 2,462,213.96	979	13,923,193	97	1,392,319	\$ 12,085,782.43	.43 56.61%	-	64.30%
BUILDING 8					L			interdicate inserter		_		Ì					Γ
LANDSCAPING	*	000'00	H ²	60,000	8	•	69			60		87		\$ 60,000,00	9,000 000	-	9,00.0
REINFORCING STEEL LABOR	\$ 21	210,000	us	210,000	S	139.50 \$		13.95	\$ 125.55	49	210,000	85	21,000.00	\$ 21,000.00			100.00%
REINFORCING STEEL MATERIAL		300,000	69	,	\rightarrow	•	5	,		10	369,123	5	36,912.28	\$ 86,912,28	28 88.07%		100.00%
EXCAVATE FOOTINGS		127,600	**		50	,	49	•		63	127,500	49	12,750.00 \$	12,750.00	.00 100.00%		100.00%
PLACE FOOTINGS		160,000	59	180,000	-+	•	47	•		65	160,000	*	\rightarrow		-	-	100 00%
FORMINGE WALLS	``	300,000	4	"	\rightarrow		\$,	49	65	300,000	67	-	\$ 30,000.00	=	-	100 00%
PORMPLACE COLUMNS		90,000	8		\rightarrow		2			57	000'09	99	-	8,000 00	=	-	100.00%
PLACE SLAB ON GRADE	1	160,000	50			•	20	•		45	156,800		15,680 00	18,880 00	\Rightarrow	-	100.00%
FORMPLACE DECK		360,000	67			-	2	•		8	350,000	.,	-		\Rightarrow	=	100.00%
LIWEIGHT CONCRETE		100.000	60	146,603		•		÷		-	20,000				-	+	15.00%
PRECAST FLOOR 1		100,000	97	100,000	-+		-	-	-[10	51,063	•	-		⇌	+	80.00%
PRECAST FLOOR 2		100,000	•	100,000	20		-		\$ 23,338.13		51,883	49	-		-	+	50.00%
PRECAST FLOOR 3		100,000	87	100,000	69			-	- [51,863	102	-	\$ 63,323.75	=	+	80.00%
PRECAST FLOOR 4		100,000	40	100,000	-	25,931.25	-	2,593.13	\$ 23,338.13	\rightarrow	51,683	8	-			-	50.00%
MASONIEY CIRU		249,300	80	249,300	50		CP	•		50	249,300	8	24,930.00		_	-	100.00%
THEN BRICK VENEER		310,700	60	310,700 \$	19			-		-	1		_		-	-	0.00%
CHOWN IC	90	100,000	100	100,000	0	965.00		00.50		_			-			+	3.00%
Maroc. Steel	27	221,000	*	81,000 s	n	18,652.00		1,866.50 \$	2 16,601.20	10	18,668	100	1,868.80	74,198.60	90 20.51%	=	60.00%

WOOD FRAMING L1 MATERIAL	v					•									
ACIOD FRAMMS 1.2 LABORIED UP	,	245,918	**	245,918	47	1	1	**	1	245,918	\$ 24,591,80	80 8	24,591.80	100.00%	100.00%
	87	177,141	89	177,141	2	49	1	••	•	177,141	\$ 17,714.10	.10 s	17,714.10	100.001	100.00%
WOOD FRAMING L2 MATERIAL	47	229,547	**	229,647	50		1	67	,	229,547	\$ 22.954.70	+-	22.854.70	100.00%	100.00%
WOOD FRAMING L3 LABORECUIP	95	177.141	8	1	97	67		67	1	177,138	1	+-	17.715.RD	400.00	100 000
WOOD FRAMING L3 MATERIAL	55	228,039	60		87			95		226,039			22 803 80	100 00%	400 00%
WOOD FRAMING LA LABORNECUIP	S	162,032	47	162,032	50			•5		182,032	\$ 16,203,20	+	18,203,20	100.00%	100.00%
WOOD FRAMING LA MATERIAL	87	148,941	99	148,941	10		,	60	•	148,941		+	14.884.10	100.00%	100 0096
WOOD FRAMING RF LABOR/EQUIP	679	61,846	69	81.848	89	49	•	15	59	81.646		+	6.164.80	100.00%	100.00%
MOOD FRAMING RF MATERIAL	97	179,680	*	179,580	10	47		49		179,580	Γ	+	17,958.00	100.00%	100 00%
FINISH CARPENTRY	87	600,000	49	600,000	\$ 234,083.81	3.81 \$	23,408.38	\$ 210	210,675.43 \$	242,419	\$ 24,241.88	.88	381,823.07	40.40%	10.00%
INSULATION	87	91,800	*	91,800	\$ 31,305,00	5.00 \$	3,130.50	\$ 28	28,174,50 \$	73,440	\$ 7,344,00	\$ 00.	25,704.00	80.00%	80.00%
ROOFING	5	220,020	69	157,738	\$ 3,154,76	1.76 \$	315.48		-	153,006	ľ	-	20,032.73	97.00%	100.00%
WATERPROOFING	57	123,600	87	58,475	9	47		\$		48,170	\$ 4,616.97	\$ 16	17,822.24	77.63%	90.00%
STUCCO	87	398,700	8	386,700	\$ 137,042.50	\$ 05.5	13,704.25	\$ 123	123,338.25 \$	158,820	\$ 15,682.00	\$ 00	255,742.00	39.48%	60.00%
WINDOWS	Ø	254,000	89		en	99		45	-	238,172	\$ 23,817.20	.20 s	38,845.20	93.77%	99.00%
DRYWALL	up.	000'006	67	1,054,050	\$ 116,500,00	\$ 00.0	11,650.00	s 101	104,850.00 \$	804,000	\$ 60,400.00	\$ 00.	510,450.00	57.30%	70.00%
FLOORING	10	300,000	67	300,000	69	52		63			10	49	300,000.00	9.00.0	9600'0
PAINTING	49	785,000	69	353,119	w.	67		44	1		69	49	353,118.50	0.00%	0.00%
APPLIANCES	10	112,000	s)	112,000	10		,	s	•		6/2	69	112,000.00	0.00%	9600.0
ELEVATORS	47	274,926	**	\rightarrow	10	**		670	1	182,356	\$ 19,235.60	\$ 09.	101,805.80	69.97%	9600'0
MECH, MOBILIZATION	40	12,500	49		89	49	,	67	••	12,000	\$ 1,200,00	200	1,700.00	99.00%	96.00%
MECH, SUBMITTALS	97	1,125	60	1,126	**	•••	•	s	•	1,125	\$ 112.50	20 05	112.50	100.00%	100,009
MECH. GENERAL CONDITIONS	.,	1,774	67	1,774	10	67	•	67-		1,208	\$ 120.62	.62 S	688.22	88.00%	68,00%
MECH. CLOSEOUT DOCUMENTS	50	1,000	49	1,000	**	67		*				*	1,000.00	9,000	0.00%
MWC FRST FLOOR												-			
PERMIT	97	5,250	49	6,250	10	679	•	67		6,260	\$ 625.00	\$ 00	625.00	100.00%	100,00%
PRE-ROCKLINE SET PIPING	65	24,818	69	24,616	57	57	•	44		24,618	\$ 2,481,84	.84 \$	2,481.84	100,00%	100.00%
FAU MATERIALS	67	18,895	80	-+		-+	•	-	-+	19,695		-+	1,969.47	100.00%	100.00%
ROUGH DUCT	5	19,695	9	-	\$ 19,694.72	-	1,969.47	1	17,725,26 \$	19,695		+	1,989.47	100.00%	100,00%
CONDENSER MATERIALS		CRN'SL	2	-4-		+	•	-	+	CED'S		+	1,969,47	100.00%	100.00%
SET CONDENSERS	20	4,824	מ	4.824	5 4,923.68		482.37		4,431.31 \$	4,924	5 492.37		492.37	100.00%	100.00%
SET TRIM	2	4,924	8			2					52	9	4,823.68	0.00%	0.00%
START UP	8	4,824	97	4,924	2	97	•	•			2	97	4,922.68	0.00%	0.00%
MVAC SECOND PLOOP			+			1			1						
PRE-ROCKALINE SET PIPING	2	24,618	50	-				2		24,618		-	2,461.84	100 00%	100.00%
-AU MATERIALS	9	C8981	,	\rightarrow		-			-	CRO'SL		+	1,909,47	100.007	100.007
ACUSA DUCI		19,000	9 4	19,030	13,05	2	1,500.4		11,163.63 8	13,085	74.000 1 4	9 0	1,000,47	100,000	400 000
CONCENSER MATERIALS		2007	,	-	4 D92 GB	0001	400 47		4 474 94	AC0 A		_	76,000,1	100.00	400 00%
SET TRIM		A 924	•			-	1		1	Tion I		+-	4 823 68	0 00%	000%
STARTUP	9	4.024	41	-	65	8						U)	4.923 68	0.00%	9,000
HVAC THRED FLOOR						-	Mary 1 of the fact of the same	Management of the sale				-			And the second of the second
PRE-ROCKLINE SET PIPING	67	24,618	87	24,618	*	٠,		**	45	24,618	\$ 2,461.84	84 8	2,481.84	100.00%	100.00%
AU MATTERIALS	67	19,685	87	19,695	67	10	•	67	-	19,695	\$ 1969 47	47 \$	1,969.47	100.00%	100.00%
ROUGH DUCT	45	19,685	67	19,685	\$ 19,684.72	.72 \$	1,969.47	\$ 17	17,725.26 \$	19,635	\$ 1,959.47	47 \$	1,960.47	100.00%	100.00%
CONDENSER MATERIALS	8	19,695	50	19,695		••	,	50	,	19,695	\$ 1,969.47	47 \$	1,969.47	100.00%	100.00%
SET CONDENSERS	87	4,924	87	4,024	\$ 4,823.68	.68 \$	492.37	4	4,431.31 \$	4,924	\$ 492.37	37 \$	492.37	100,00%	100.00%
BET TRIM	w	4,824	80	4,924	•	99	,	48	,		•••	87	4,923,68	0.00%	0.00%
START UP	49	4,924	80	4,924	5	49	-	•	4	1	**	87	4,923.68	0.00%	9,000
HVAC FOURTH FLOOR							aliable alias relativastic recording					-			
PRE-ROCK/LINE SET PIPING	80	24,618	40	-		15	E	55		24,618		-	2,481.84	100.00%	100.00%
FAU MATERIALS	67	19,685	89			97		10	İ	19,895	3 1,969.47	-	1,969.47	100.00%	100.00%
ROUGH DUCT	50	19,895	50			1		**	7	\rightarrow	1	-+	19,694.72	0.00%	0.00%
CONDENSER MATERIALS	20	19,895	67	18,695		47		46	1	19,695	5 1,989.47	47 5	1,969,47	100.00%	100.00%