IN THE SUPREME COURT OF THE STATE OF NEVADA

Supreme Court Case No. 77320
***Consolidated with* 80508**

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HELIX ELECTRIC OF NEVADA, LLC,

Appellant,

v.

APCO CONSTRUCTION, INC., A NEVADA CORPORATION,

Respondent.

JOINT APPENDIX
VOLUME 1

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Docket 77320 Document 2020-37997

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	Trial Exhibit 165 - Letter from D. Parry to A. Edelstein re: Gemstone losing funding for project	JA002652-JA002653	47
	Trial Exhibit 166 - Letter from D. Parry to G. Hall re: withdrawal of funding	JA002654 JA002656	47
	Helix Related Exhibits:		47
	Trial Exhibit 169 - Helix Exhibit to Standard Subcontract Agreement with Camco	JA 002665 JA002676	47/48
	Trial Exhibit 170 - Subcontract Agreement between Helix and Camco (unsigned)	JA002677-JA002713	48
	Trial Exhibit 171 - Work Order No. 100	JA002714-JA002718	48
	Trial Exhibit 172 - Letter from J. Griffith to Victor Fuchs Re: Gemstone's intention to continue retention of Helix w/copy of Ratification and Amendment of Subcontract Agreement	JA002719-JA002730	48

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	Trial Exhibit 173 - Helix Pay Application No. 16713-012 to Camco with proof of payment	JA002731-JA002745	48
	Trial Exhibit 174 - Helix Change Order Request No. 28	JA002746-JA002747	48
	Trial Exhibit 175 - Change Notice No. 41	JA002748-JA002751	48
	Trial Exhibit 176 - Helix Pay Application No. 16713-013 to Camco	JA002752-JA002771	48/49
	Trial Exhibit 177 - Helix Pay Application No. 16713-014 to Camco	JA002772-JA002782	49
	Trial Exhibit 178 - Camco's letter to Helix rejecting Pay Application No. 16713-015 with attached copy of Pay Application	JA002783 JA002797	49
	National Wood/Cabinetec Related Exhibits:		
	Trial Exhibit 184 - Ratification and Amendment of Subcontract Agreement between CabineTec and Camco (fully executed copy)	JA002798-JA002825	49
	General Related Exhibits:		
	Trial Exhibit 218 - Camco/Owner Pay Application No. 11 w/Backup	JA002826-JA003028	50/51/52
	Trial Exhibit 220 - Camco/Owner Pay Application No. 12 w/Backup	JA003029-JA003333	52/53/54/55
	Trial Exhibit 313 - Letter from A. Edelstein to R. Nickerl re: NRS 624 Notice	JA003334-JA003338	55
	Helix Trial Exhibits:		
	Trial Exhibit 501 - Payment Summary	JA003339 – JA003732	55/56/57 /58/59/60
	Trial Exhibit 508 – Helix Pay Application	JA003733-JA003813	60/61

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01-19-18	**Order Denying APCO Construction's Motion for Reconsideration of Order Granting Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements**	**JA005282-JA005283**	**78**
01-18-18	**Transcript – Bench Trial (Day 2)[2]**	JA005284-JA005370	78
	Trial Exhibit 535 – Deposition Transcript of Andrew Rivera (Exhibit 99) ***(Admitted)***	JA005371-JA005623	78/79/80
01-19-18	**Transcript – Bench Trial (Day 3)[3]**	JA005624-JA005785	80
	Trial Exhibit 231 – Helix Electric's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint ***(Admitted)***	JA005786-JA005801	80
	Trial Exhibit 314 - Declaration of Victor Fuchs in support of Helix's Motion for Partial Summary Judgment against Gemstone ***(Admitted)***	JA005802-JA005804	80

[2] Filed January 31, 201879
[3] Filed January 31, 2018

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	Trial Exhibit 320 – June-August Billings—not paid to APCO ***(Admitted)***	JA005805	80
	Trial Exhibit 321 – Overpayments to Cabinetec ***(Admitted)***	JA005806-	80
	Trial Exhibit 536 – Lien math calculations (handwritten) ***(Admitted)***	JA005807-JA005808	80
	Trial Exhibit 804 – Camco Correspondence ***(Admitted)***	JA005809-JA005816	80
	Trial Exhibit 3176 – APCO Notice of Lien ***(Admitted)***	JA005817-JA005819	81
01-24-18	**Transcript – Bench Trial (Day 5)[4]**	**JA005820-JA005952**	81
03-08-18	**Letter to Judge Denton submitting Helix Electric of Nevada, LLC's (Proposed) Findings of Fact and Conclusions of Law**	**JA005953-JA005985**	**81**
03-08-18	**Letter to Judge Denton submitting APCO Construction, Inc.'s Proposed Findings of Fact and Conclusions of Law**	**JA005986-JA006058**	**8/821**
03-08-18	**APCO Construction Inc.'s Post-Trial Brief**	**JA006059-JA006124**	**82/83**
03-23-18	**APCO Opposition to Helix Electric of Nevada, LLC's Findings of Fact and Conclusions of Law**	**JA006125-JA006172**	**83/84**
03-23-18	**Helix Electric of Nevada, LLC's Responses to APCO Construction's Post-Trial Brief**	**JA006173-JA006193**	**84**
04-25-18	**Findings of Fact and Conclusions of Law and Order as the Claims of Helix Electric and Cabinetec Against APCO**	**JA006194-JA006264**	**84/85**

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05-08-18	**APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc**.	**JA006265-JA006284**	**85**
	Exhibit 1 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA006285-JA006356	85/86
	Exhibit 2 – National Wood Products, Inc.'s Notice of Motion and Motion to Intervene and Memorandum of Points and Authorities in Support Thereof	JA006357-JA006369	86
	Exhibit 3 – Plaintiff in Intervention, National Wood Products, Inc.'s Findings of Fact and Conclusions of Law (Proposed)	JA006370-JA006385	86/87
	Exhibit 4 – Plaintiff in Intervention, National Wood Productions, Inc.'s Findings of Fact and Conclusions of Law Re Camco	JA006386-JA006398	87
	Exhibit 5 – Offer of Judgment to Helix Electric of Nevada, LLC	JA006399-JA006402	87
	Exhibit 6 – Offer of Judgment to Plaintiff in Intervention National Wood Products, Inc.	JA006403-JA006406	87
	Exhibit 7 – Declaration of John Randall Jefferies, Esq. in Support of APCO Construction, Inc.'s Motion for Attorney's Fees and Costs	JA006407-JA006411	87
	Exhibit 7A – Billing Entries	JA006412-JA006442	87/88

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	Exhibit 7B – Time Recap	JA006443-JA006474	88
	Exhibit 8 – Declaration of Cody S. Mounteer, Esq. in Support of Motion for Attorney's Fees and Costs	JA006475-JA006478	88
	Exhibit 9 – APCO Construction, Inc.'s Memorandum of Costs and Disbursements [Against Helix Electric of Nevada, LLC, and Plaintiff in Intervention National Wood Products, LLC]	JA006479-JA006487	88
	Exhibit 10 – Depository Index	JA006488-JA006508	88/89
05-08-18	**Helix Electric of Nevada, LLC's Motion to Retax Costs Re: Defendant APCO Construction's Memorandum of Costs and Disbursements**	**JA006509-JA006521**	**89**
05-31-18	**Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC Against Camco Construction, Co., Inc.]**	**JA006522 JA006540**	**89**
06-01-18	**Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.'s Against APCO Construction, Inc.]**	**JA006541 JA006550**	**90**
06-01-18	**Helix Electric of Nevada, LLC's Motion for Attorneys' Fees, Interest and Costs**	**JA006551-JA006563**	**90**
	Exhibit 1 – Findings of Fact and Conclusions of Law and Order as to the Claims of Helix Electric of Nevada, LLC Against Camco Pacific Construction, Inc.	JA006564-JA006574	90

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	Exhibit 2 – Memorandum of Costs and Disbursements (Helix Electric of Nevada, LLC)	JA006575-JA006580	90
	Exhibit 3 – Prime Interest Rate	JA006581-JA006601	90
	Exhibit 4 – Declaration of Eric B. Zimbelman in Support of Helix Electric of Nevada, LLC's Motion for Attorneys' Fees, Interest and Costs	JA006583-JA006588	90
	Exhibit 5 – Summary of Fees	JA006589-JA006614	90
06-15-18	**APCO Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.'s Motions to Retax Costs**	**JA006615-JA006637**	**90/9**1
	Exhibit 1-A Declaration of Mary Bacon in Support of APCO's Supplement to its Motion for Attorney's Fees	JA006635 JA006638	91
	Exhibit 1-B – Declaration of Cody Mounteer in Support of APCO's Supplement to its Motion for Attorney's Fees	JA006639-JA006916	91/92/93 94/95/96
06-15-18	**Helix Electric of Nevada, LLC's Opposition to APCO Construction's Motion for Attorneys' Fees and Costs**	**JA006917 – JA006942**	**96**
	Exhibit 1 – Notice of Entry of Staying the Case, Except for the Sale of the Property, Pending Resolution of the Petition before the Nevada Supreme Court	JA006943-JA006948	96

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	Exhibit 2 – Notice of Entry of Denying APCO Construction's Motion for Partial Summary Judgment Re: Lien Foreclosure Claims	JA006949-JA006954	96
	Exhibit 3 – Supreme Court filing notification Joint Petition for Writ of Mandamus filed	JA006955-JA006958	96
	Exhibit 4 – Order Denying *En Banc* Reconsideration	JA006959-JA006963	96
	Exhibit 5 – Notice of Entry of Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA006964-JA006978	96
	Exhibit 6A – Interstate Plumbing and Air Conditioning, LLC's Response to Special Master Questionnaire	JA006977-JA006980	96
	Exhibit 6B – Nevada Prefab Engineers, Inc.'s Response to Special Master Questionnaire	JA006981-JA006984	96
	Exhibit 6C – Zitting Brothers Construction, Inc.'s Response to Special Master Questionnaire	JA006985-JA006993	96/97
	Exhibit 6D – Noorda Sheet Metal's Notice of Compliance	JA006994 JA007001	97
	Exhibit 6 E – Unitah Investments, LLC's Special Master Questionnaire	JA007002-JA007005	97
	Exhibit 7A – Motion to Appoint Special Master	JA007006-JA007036	97
	Exhibit 7B – Letter from Floyd A. Hale dated August 2, 2016	JA007037-JA007060	97

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	Exhibit 7C – Special Master Report Regarding Remaining Parties to the Litigation, Special Master Recommendation and District Court Order Amended Case Agenda	JA007042-JA007046	97
	Exhibit 8 – Notice of Entry of Order Granting Plaintiff's Motion to Dismiss	JA007047 JA007053	97
	Exhibit 9 – Stipulation and Order for Dismissal with Prejudice	JA007054-JA007056	97
	Exhibit 10 – Stipulation and Order to Dismiss Third-Party Complaint of Interstate Plumbing & Air Conditioning, LLC Against APCO Construction, Inc. with Prejudice	JA007057-JA007059	97
	Exhibit 11 – Notice of Entry of Order Granting in Part and Denying in Part APCO Construction's Omnibus Motion *in Limine*	JA007060-JA007088	97
	Exhibit 12 – Notice of Entry of Order Granting in Part and Denying in Part Helix Electric of Nevada, LLC's Motion in Limine (against APCO Construction)	JA007070-JA007078	97
	Exhibit 13 – Notice of Entry of Order Denying APCO Constructions' Motion for Partial Summary Judgment Re: Lien Foreclosure Claims	JA007079-JA007084	97
	Exhibit 14 – Notice of Entry of Order Denying APCO Construction's Motion for Reconsideration of Order Granting Partial Summary	JA007085-JA007087	97

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	Judgment Precluding Defenses Based on Pay-if-Paid Agreements		
	Exhibit 15 – Notice of Association of Counsel	JA007088-JA007094	97
06-15-18	**Plaintiff in Intervention National Wood Products, Inc.'s Opposition to APCO Construction's Motion for Attorneys' Fees and Costs**	**JA007095-JA007120**	**97/98**
06-15-18	**Declaration of S. Judy Hirahara in support of National Woods's Opposition to APCO Construction's Motion for Attorneys' Fees and Costs**	**JA007121-JA007189**	**98**
06-18-18	**Plaintiff in Intervention National Wood Products, Inc.'s Joinder to Helix Electric of Nevada, LLC's Opposition to APCO Construction's Motion for Attorneys' Fees and Costs**	**JA007190-JA007192**	**99**
06-21-18	**Helix Electric of Nevada, LLC's Notice of Non-Opposition to its Motion for Attorney's Fees, Interest and Costs**	**JA007193-JA007197**	**99**
06-29-18	**APCO Construction, Inc.'s Reply in Support of its Motion for Attorney's Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.**	**JA007198-JA007220**	**99**
	Exhibit 1 – Invoice Summary by Matter Selection	JA007221-JA007222	99
	Exhibit 2 – Marquis Aurbach Coffing Invoice to APCO dated April 30, 2018	JA007223-JA007224	99

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06-29-18	Helix Electric of Nevada, LLC's Reply Re: Motion to Retax	JA007225-JA007237	100
07-02-18	Notice of Entry of Order Granting Helix Electric of Nevada, LLC's Motion for Attorneys' Fees, Interest and Costs	JA007238-JA007245	100
07-19-18	Plaintiff-in-Intervention National Wood Products, Inc.'s Surreply to APCO Construction's Reply to Plaintiff-in-Intervention National Wood Products, Inc.'s Opposition to Motion for Attorney's Fees and Costs	JA007246-JA007261	100
08-08-18	Court's Decision on Attorneys' Fees and Cost Motions	JA007262-JA007280	100
09-28-18	Notice of Entry of (1) Granting APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs (2) Granting APCO Construction, Inc.'s Memorandum of Costs in Part (3) Granting Helix Electric of Nevada, LLC's Motion to Retax in Part and Denying in Part (4) Granting Plaintiff in Intervention National Wood Products, LLC's Motion to Retax in Part and Denying in Part and (5) Granting National Wood Products, Inc.'s Motion to File a Surreply	JA007281-JA007299	100
01-24-19	Transcript for All Pending Fee Motions on July 19, 2018	JA007300-JA007312	100/101
07-12-19	Order Dismissing Appeal (Case No. 76276)	JA007313-JA007315	101

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08-06-19	**Helix Electric of Nevada LLC's Motion to (I) Re-Open Statistically Closed Case, (II) Dismiss All Unresolved Claims and/or (III) In the Alternative for a Rule 54(B) Certification as to Helix and APCO**	**JA007316-JA007331**	**101**
	Exhibit 1 – Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.'s Against APCO Construction, Inc.	JA007332-JA007335	101
	Exhibit 2 – ORDER: (1) Granting APCO Construction, Inc. Motion for Attorneys Fees and Costs (2) Granting APCO Construction, Inc.'s Memorandum of Costs in Part (3) Granting Helix Electric of Nevada LLC's Motion to Retax in Part and Denying in Part and all related matters (4) Granting Plaintiff in Intervention National Wood Products LLC's Motion to Retax in Part and Denying in Part -and-(5) Granting National Wood Products, Inc.'s Motion to File a Surreply	JA007336-JA007344	101
	Exhibit 3 - Notice of Appeal	JA007345-JA007394	101/102
	Exhibit 4 – Amended Notice of Appeal	JA007395-JA007400	102
	Exhibit 5A – 5F -Notices of Entry of Order as to the Claims of Cactus Rose Construction, Fast Glass, Inc., Heinaman Contract Glazing, Helix Electric of Nevada, LLC, SWPPP Compliance	JA007401-JA007517	102/103

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	Solutions, Inc., E&E Fire Protection		
	Exhibit 6 – Order Dismissing Appeal in Part (Case No. 76276)	JA007518-JA007519	103
	Exhibit 7 – Order to Show Cause	JA007520-JA007542	103
	Exhibit 8 -Order Dismissing Appeal (Case No. 76276)	JA007524-JA007527	103
	Exhibit 9 – Notice of Entry of Order to Consolidate this Action with Case Nos. A574391, A574792, A57623. A58389, A584730, A58716, A580889 and A589195	JA 007528-JA007541	103
	Exhibit 10 (Part One)	JA007537-JA007542	103
	Exhibit 10A – Docket 09A587168 (Accuracy Glass & Mirror v. APCO)	JA007543-JA007585	103
	Exhibit 10B -Docket 08A571228 (APCO v. Gemstone)	JA007586-JA008129	103/104/105/106/107/108/109
	Exhibit 10C – Notice of Entry of Order to Consolidate this Action with Cases Nos A57. 4391, A574792, A577623, A583289, A584730, A587168, A580889 and A589195	JA008130-JA008138	109
	Exhibit 10D – Notice of Entry of Joint Order Granting, in Part, Various Lien Claimants' Motions for Partial Summary Judgment Against Gemstone Development West	JA008139-JA008141	109
	Exhibit 10 (Part Two)	JA008142-JA008149	109

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	Exhibit 10E – 131 Nev. Advance Opinion 70	JA008150-JA008167	109
	Exhibit 10F – Special Master Report Regarding Remaining Parties to the Litigation and Discovery Status	JA008168-JA008170	109
	Exhibit 10EG – Notice of Entry of Granting Plaintiff's Motion to Dismiss	JA008171-JA008177	109
	Exhibit 10H – Complaint re Foreclosure	JA008178-JA008214	109
	Exhibit 10I – First Amended Complaint re Foreclosure	JA008215-JA008230	109
	Exhibit 10J – APCO Construction's Answer to Accuracy Glass & Mirror Company's First Amended Complaint re Foreclosure	JA008231-JA008265	109/110
	Exhibit 10K –Answer to Accuracy Glass & Mirror Company, Inc.'s Complaint and Camco Pacific Construction, Inc.'s Counterclaim	JA008266-JA008285	110
	Exhibit 10L – Accuracy Glass & Mirror Company, Inc.'s Answer to Camco Pacific Construction Company's Counterclaim	JA008286-JA008290	110
	Exhibit 10M – Helix Electric's Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008291-JA008306	110
	Exhibit 10N – APCO Construction's Answer to Helix Electric's Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008307-JA008322	110
	Exhibit 10O – Answer to Helix Electric's Statement of Facts	JA008323-JA008338	110

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	Constituting Lien and Third-Party Complaint and Camco Pacific Construction Company Inc.'s Counterclaim		
	Exhibit 10P – Notice of Entry of Helix Electric of Nevada, LLC's Motion for Attorney's Fees, Interest and Costs	JA008339 JA008347	110
	Exhibit 10Q – Notice of Entry of Judgment [As to the claims of Helix Electric of Nevada, LLC Against Camco Construction Co., Inc.]	JA008348-JA008367	110
	Exhibit 10R – Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc. Against APCO Construction, Inc.]	JA008368-JA008378	110
	Exhibit 10S – Findings of Fact and Conclusions of Law and Order as to the Claims of Helix Electric and Cabenetec Against APCO	JA008379-JA008450	110/111
	Exhibit 10T -WRG Design, Inc.'s Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA008451-JA008486	111
	Exhibit 10U – APCO Construction's Answer to WRG Design Inc.'s amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008468-JA008483	111
	Exhibit 10V -Answer to WRG Design, Inc.'s Statement of Facts Constituting Lien, Third-Party Complaint and Camco Pacific Construction, Inc's Counterclaim	JA008484-JA008504	111

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	Exhibit 10W – Notice of Entry of Stipulation and Order Dismissal	JA008505-JA008512	111
	Exhibit 10X – WRG Design, Inc.'s Answer to Camco Pacific Construction Company, Inc.'s Counterclaim	JA008513 JA008517	111
	Exhibit 10Y – Heinaman Contract Glazing's Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008518-JA008549	111
	Exhibit 10Z – Answer to Heinaman Contract Glazing's Statement of Facts Constituting Lien and Third-Party Complaint, and Camco Pacific Construction's Counterclaim	JA008531-JA008551	111
	Exhibit 10AA – Notice of Entry of Granting Heinaman Glazing's Motion for Attorneys's Fees, Interest and Costs	JA008552-JA008579	111/112
	Exhibit 10BB -Notice of Entry of Judgment [As to the Claims of Heinaman Contract Glazing Against Camco Construction Co., Inc.]	JA008561-JA008582	112
	Exhibit 10CC – Heinaman Contract Glazing's Answer to Camco Pacific Construction Company's Counterclaim	JA008583 JA008588	112
	Exhibit 10DD - Bruin Painting Corporation's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA008589-JA00861	112
	Exhibit 10EE – Answer to Bruin Painting Corporation's Amended Statement of Facts Constituting Notice of Lien and Third-Party	JA008602-JA008621	112

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	Complaint and Camco Pacific Construction, Inc.'s Counterclaim		
	Exhibit 10FF – Voluntary Dismissal of Fidelity and Deposit Company of Maryland Only from Bruin Painting Corporation's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint Without Prejudice	JA008622-JA008624	112
	Exhibit 10GG – HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008625-JA008642	112
	Exhibit 10HH – APCO Construction's Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008643-JA008657	112
	Exhibit 10II – Amended Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008658-JA008664	112
	Exhibit 10JJ -Defendants Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008665-JA008681	112
	Exhibit 10KK – Stipulation and Order to Dismiss E & E Fire Protection, LLC Only Pursuant to the Terms State Below	JA008682-JA008685	112
	Exhibit 10LL – HD Supply Waterworks, LP's Voluntary Dismissal of Platte River Insurance Company Only Without Prejudice	JA008686-JA008693	112

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	Exhibit 10MM – Scott Financial Corporation's Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008694-JA008717	112/113
	Exhibit 10NN-Notice of Appeal	JA008718 JA008723	113
	Exhibit 10OO – Amended Notice of Appeal	JA008724-JA008729	113
	Exhibit 10PP – Notice of Cross Appeal	JA008730-JA008736	113
	Exhibit 10QQ – Motion to Suspend Briefing Pending Outcome of Order to Show Cause in Supreme Court Case No. 76276	JA008737-JA008746	113
	Exhibit 11 – Order to Consolidate this Action with Case Nos. A574391, A574792, A57623. A58389, A584730, A58716, A580889 and A589195	JA008747-JA008755	113
	Exhibit 12 – Stipulation and Order to Dismiss Third-Party Complaint of Interstate Plumbing & Air Conditioning, LLC Against APCO Construction, Inc. with Prejudice	JA00875-JA008758	113
	Exhibit 13 – Stipulation and Order with Prejudice	JA008759-JA008780	113
	Exhibit 14 – Docket/United Subcontractors, Inc. dba Skyline Insulation's Motion to Enforce Settlement Agreement and Enter Judgment	JA008762-JA008788	113
	Exhibit 15 – Notice of Entry of Order Granting Motion for 54(b) Certification and for Stay Pending Appeal	JA008789-JA008798	113

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	Exhibit 16 – Notice of Appeal	JA008799-JA008810	113
08-16-19	**APCO's Opposition to Helix Electric of Nevada LLC's Motion to (I) Re-Open Statistically Closed Case, (II) Dismiss All Unresolved Claims and/or (III) In the Alternative for a Rule 54(B) Certification as to Helix and APCO**	**JA008811-JA008821**	**114**
	Exhibit 1 – Order to File Amended Docketing Statement	JA008822-JA008824	114
	Exhibit 2 – Order to Show Cause	JA008825-JA008828	114
	Exhibit 3 – Appellant/Cross-Respondent's Response to Order to Show Cause	JA008829-JA008892	114/115/116
	Exhibit 4 – Order Dismissing Appeal	JA008893-JA008896	116
	Exhibit 5 – Chart of Claims	JA008897-JA008924	116
	Exhibit 6 – Answer to Helix Electric's Statement of Facts Constituting Lien and Third-Party Complaint and Camco Pacific Construction Company, Inc.'s Counterclaim	JA008925-JA008947	116/117
	Exhibit 7 – Answer to Cactus Rose's Statement of Facts Constituting Notice of Lien and Complaint and Camco Pacific Construction Company Inc.'s Counterclaim	JA008948-JA008965	117
	Exhibit 8 – Answer to Heinaman Contract Glazing's Statement of Facts Constituting Lien and Third-Party Complaint and Camco	JA008966-JA008986	117/118

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	Pacific Construction's Counterclaim		
	Exhibit 9 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric of Nevada, LLC Against Camco Pacific Construction, Inc.	JA008987-JA008998	118
	Exhibit 10 – Findings of Fact and Conclusions of Law as to the Claims of Cactus Rose Construction Co., Inc.	JA008998-JA009010	118
	Exhibit 11 – Findings of Fact and Conclusions of Law as to the Claims of Heinaman Contract Glazing	JA009011-JA009024	118
	Exhibit 12 – Notice of Entry of Decision, Order and Judgment on Defendant Scott Financial Corporation's Motion for Summary Judgment as to Priority of Liens	JA009025-JA009038	118
	Exhibit 13 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA009039-JA009110	118/119
	Exhibit 14 – Order Granting Motion to Deposit Bond Penal Sum with Court, Exoneration of Bond and Dismissal	JA009111-JA009113	119
	Exhibit 15 – Order Approving Distribution of Fidelity and Deposit Company of Maryland's Bond	JA009114-JA009116	119
08-29-19	**Helix Electric of Nevada LLC's Reply to APCO's Opposition to Helix Electric of Nevada LLC's Motion to (I) Re-Open Statistically Closed Case, (II)**	**JA009117-JA009123**	**119**

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	Dismiss All Unresolved Claims and/or (III) In The Alternative for a Rule 54(B) Certification as to Helix and APCO		
01-03-20	**Notice of Entry of Order Granting Helix Electric of Nevada, LLC's Motion for Rule 54(b) Certification**	**JA009124-JA009131**	**119**
01-29-20	**Notice of Appeal**	**JA009132-JA009136**	**119/120**
	Exhibit A – Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.'s Against APCO Construction, Inc.]	JA009137-JA009166	120
	Exhibit [C] – Notice of Entry of Order Granting Helix Electric of Nevada's Rule 54(b) Certification	JA009148-JA009156	120
02-11-20	**Case Appeal Statement**	**JA009157-JA009163**	120
02-11-20	**APCO's Notice of Cross Appeal**	**JA009164-JA010310**	120
	Exhibit 1 – Notice of Entry of Order (1) Granting APCO Construction, Inc.'s Motion for Attorney's Fees and Costs; (2) Granting APCO Construction, Inc.'s Memorandum of Costs in Part (3) Granting Helix Electric of Nevada, LLC's Motion to Retax in Party (4) Granting Plaintiff-in-Intervention National Wood Productions, LLC's Motion to Retax in Part and Denying in Part and (5) Granting National Wood Products, Inc.'s Motion to File a Surreply	JA009168-JA009182	120

Date	**Description**	**Bates Number**	**Volume(s)**
	Exhibit 2 – Notice of Entry of Order Granting Helix Electric of Nevada's Motion for Rule 54(b) Certification	JA009183-JA00991	120

ALPHABETICAL APPENDIX OF EXHIBITS

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08-05-09	**APCO's Answer to Helix's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint**	**JA000016 – JA000030**	**1**
05-08-18	**APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc**.	**JA006265-JA006284**	**85**
	Exhibit 1 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA006285-JA006356	85/86
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	Exhibit 11 - order granting Peel Brimley Lien Claimants' Motion in Limine Nos.1-6 (against Camco Pacific Construction, Inc.)	JA001654-JA001657	28
	Exhibit 12 - Order Granting Plaintiff in Intervention, National Wood Products, Inc.'s Motion *in Limine*	JA001658-JA001660	28
	Exhibit 13 - Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA001661-JA00167	28/9/29
03-08-18	**Letter to Judge Denton submitting APCO Construction, Inc.'s Proposed Findings of Fact and Conclusions of Law**	**JA005986-JA006058**	**8/821**
03-08-18	**Letter to Judge Denton submitting Helix Electric of Nevada, LLC's (Proposed) Findings of Fact and Conclusions of Law**	**JA005953-JA005985**	**81**
01-04-18	**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 provision on an Order Shortening Time**	**JA001199-JA001217**	**22**
	Exhibit 1 – Subcontract Agreement (Helix Electric of Nevada, LLC)	JA001218-JA001245	22/23/24
	Exhibit 2 – Subcontract Agreement (Zitting Brothers)	JA001246-JA001263	24

Date	Description	Bates Number	Volume(s)
	Exhibit 3 – Subcontract Agreement (CabineTec)	JA001264-JA001281	24/25
	Exhibit 4 – Amended Notice of Lien	JA001282-JA001297	25
	Exhibit 5 - Amended NOL	JA001298-JA001309	25
	Exhibit 6 – Notice of Lien	JA001310-JA001313	25
	Exhibit 7 – Order Approving Sale of Property	JA001314-JA001376	25/26
	Exhibit 8 – Order Releasing Sale Proceeds from Court Controlled Escrow Account	JA001377-JA001380	26
	Exhibit 9 – Order Denying *En Banc* Reconsideration	JA001381-JA001385	26
	Exhibit 10 – Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA001386-JA001392	26
	Exhibit 11 – Notice of Entry of Findings of Fact and Conclusions of Law and Judgment	JA001393-JA001430	26
	Exhibit 12 – Order Big D Construction Corp.'s Motion for Attorney's Fees, Costs and Interest Pursuant to Judgment	JA001431-JA001435	26
	Exhibit 13 – Appellant's Opening Brief (Padilla v. Big D)	JA001436-JA001469	26
	Exhibit 14 – Respondent's Answering Brief	JA001470-JA001516	26/27
	Exhibit 15 – Appellant's Reply Brief (Padilla v. Big D)	JA001517-JA001551	27
01-29-20	**Notice of Appeal**	**JA009132-JA009136**	**119/120**
	Exhibit A – Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention	JA009137-JA009166	120

Date	Description	Bates Number	Volume(s)
	National Wood Products, Inc.'s Against APCO Construction, Inc.]		
	Exhibit [C] – Notice of Entry of Order Granting Helix Electric of Nevada's Rule 54(b) Certification	JA009148-JA009156	120
05-31-18	**Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC Against Camco Construction, Co., Inc.]**	**JA006522 JA006540**	**89**
06-01-18	**Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.'s Against APCO Construction, Inc.]**	**JA006541 JA006550**	**90**
09-28-18	**Notice of Entry of Order (1) Granting APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs (2) Granting APCO Construction, Inc.'s Memorandum of Costs in Part (3) Granting Helix Electric of Nevada, LLC's Motion to Retax in Part and Denying in Part (4) Granting Plaintiff in Intervention National Wood Products, LLC's Motion to Retax in Part and Denying in Part and (5) Granting National Wood Products, Inc.'s Motion to File a Surreply**	**JA007281-JA007299**	**100**
12-29-17	**Notice of Entry of Order Granting in Part and Denying in Part APCO Construction's Omnibus Motion *in Limine***	**JA001178-JA001186**	**22**
07-02-18	**Notice of Entry of Order Granting Helix Electric of Nevada, LLC's Motion for Attorneys' Fees, Interest and Costs**	**JA007238-JA007245**	**100**
01-03-20	**Notice of Entry of Order Granting Helix Electric of Nevada, LLC's Motion for Rule 54(b) Certification**	**JA009124-JA009131**	**119**

Date	Description	Bates Number	Volume(s)
01-03-18	**Notice of Entry of Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements**	**JA001187-JA001198**	**22**
12-29-17	**Notice of Entry of Order Granting in Part and Denying in Part Helix Electric of Nevada, LLC's Motion *in Limine* 1-4**	**JA001170-JA001177**	**22**
12-29-17	**Notice of Entry of Order Granting Peel Brimley Lien Claimants' Motion *in Limine* 1-6**	**JA001161-JA001169**	**22**
01-19-18	**Order Denying APCO Construction's Motion for Reconsideration of Order Granting Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements**	**JA005282-JA005283**	**78**
07-12-19	**Order Dismissing Appeal (Case No. 76276)**	**JA007332-JA007334**	**101**
07-02-10	**Order Striking Defendant Gemstone Development West, Inc.'s Answer and Counterclaim and Entering Default**	**JA000042-JA000043**	**1**
08-02-17	**Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements and *Ex Parte* Application for Order Shortening Time**	**JA000328-JA000342**	**6**
	Exhibit 1 – APCO Construction's Answers to Helix Electric of Nevada, LLC's First Request for Interrogatories	JA000343-JA00379	6
	Exhibit 2 – Camco Pacific Construction Company, Inc.'s Responses to Helix Electric of Nevada, LLC's Interrogatories	JA000380-JA000392	6
11-06-17	**Peel Brimley Lien Claimants' Motion in Limine Nos. 1-6**	**JA000419-JA000428**	**7**
	Exhibit 1 – Notice of Entry of Order	JA000429	7

Date	Description	Bates Number	Volume(s)
		JA000435	
	Exhibit 2 – Amended Notices of 30(b)(6) Deposition of Camco Pacific Construction Company, Inc. from Cactus Rose Construction, Inc., Fast Glass, Inc.'s, Heinaman Contract Glazing, Inc. and Helix Electric of Nevada, LLC's	JA000436-JA000472	7/8
	Exhibit 3 – Excerpt from David E. Parry's Deposition Transcript taken June 20, 2017	JA000473 JA00489	8
	Exhibit 4 – Cactus Rose Construction, Inc.'s First Set of Request for Admissions to Camco Pacific Construction	JA00490 JA000500	8
	Exhibit 5 – Fast Glass, Inc.'s First Set of Request for Admissions to Camco Pacific Construction	JA000501-JA000511	8
	Exhibit 6 – Heinaman Contract Glazing, Inc.'s First Set of Request for Admissions to Camco Pacific Construction	JA000512-JA000522	8
	Exhibit 7 – Helix Electric of Nevada, LLC's First Set of Request for Admissions to Camco Pacific Construction	JA000523-JA000533	8
09-28-17	**Peel Brimley Lien Claimants' Reply to Oppositions to Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements**	**JA000413-JA00418**	**7**
01-09-18	**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**	**JA001552-JA001560**	**27**
06-18-18	**Plaintiff in Intervention National Wood Products, Inc.'s Joinder to Helix Electric of Nevada, LLC's Opposition**	**JA007190-JA007192**	**99**

Date	Description	Bates Number	Volume(s)
	to APCO Construction's Motion for Attorneys' Fees and Costs		
06-15-18	**Plaintiff in Intervention National Wood Products, Inc.'s Opposition to APCO Construction's Motion for Attorneys' Fees and Costs**	**JA007095-JA007120**	**97/98**
07-19-18	**Plaintiff-in-Intervention National Wood Products, Inc.'s Surreply to APCO Construction's Reply to Plaintiff-in-Intervention National Wood Products, Inc.'s Opposition to Motion for Attorney's Fees and Costs**	**JA007246-JA007261**	**100**
01-10-18	**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**	**JA001561-JA001573**	**27**
01-18-18	**Stipulation and Order Regarding Trial Exhibit Admitted into Evidence**	**JA002199-JA002201**	**36**
	Exhibit 1 – Exhibit List APCO	JA002208-JA002221	36
	Exhibit 2 – Helix Trial Exhibits	JA002222-JA002223	36
	Exhibit 3 – Exhibit List Plaintiff in Intervention National Wood Products, Inc.	JA002224-JA002242	36/37
	APCO TRIAL EXHIBITS:		
	APCO Related Exhibits:		
	Trial Exhibit 7 - Letter from Scott Financial to APCO re: Loan Status	JA002243	37
	Trial Exhibit 8 - APCO Pay Application No. 10 as submitted to Owner	JA002244-JA002282	37/38
	Trial Exhibit 12 and 107 - Email from C. Colligan to Subcontractors re: Subcontractor Concerns	JA002283-JA002284	38

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 17 – Video (Construction Project)	JA002285	N/A
	Trial Exhibit 18 – Video (Construction Project)	JA002286	N/A
	Trial Exhibit 19 – Video (Construction Project)	JA002287	N/A
	Trial Exhibit 20 – Video (Construction Project)	JA002288	N/A
	Trial Exhibit 21 – Video (Construction Project)	JA002289	N/A
	Trial Exhibit 22 – Video (Construction Project)	JA002290	N/A
	Trial Exhibit 29 - Email from J. Robbins to Subcontractors re: Billing Cut-Off for August Billing	JA002285	39
	Trial Exhibit 30 - Camco Pay Application No. 11 NCS-Owner Approved with NCS Draw Request	JA002286-JA002306	39
	Trial Exhibit 32 and 125 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixture installed)	JA002307-JA002308	39
	Trial Exhibits 33 and 126 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed)	JA002309-JA002310	39
	Exhibit 34 and 128 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed)	JA002311-JA002312-	40
	Trial Exhibit 35 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002313-JA002314	40
	Exhibit 36 and 130 -Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002315-JA002316	40

Date	Description	Bates Number	Volume(s)
	Trial Exhibits 37 and 131 -Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002317-JA002318	40
	Trial Exhibits 38 and 132 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002319-JA002320	41
	Trial Exhibit 39 -Email from K. Costen to Subcontractors informing that Manhattan West Project no longer open	JA002321-JA002322	41
	Trial Exhibit 40- Letter from D. Parry to Subcontractors Re: Funding Withdrawn	JA002323 JA002326	41
	HELIX Related Exhibits:		41
	Trial Exhibit 46 - Helix Pay Application No. 16713-008R1 with Proof of Payment	JA002327-JA002345	41
	Trial Exhibit 47 - Helix Pay Application No. 16713-009R1 with Proof of Payment	JA002346-JA002356	41
	Trial Exhibit 48 - Email from R. Nickerl to B. Johnson Re: Work Suspension Directive	JA002357-JA002358	41
	Trial Exhibit 49 -Helix Pay Application No. 16713-010R2 with Proof of Payment	JA002359-JA002364	41/42
	Trial Exhibit 50 - Unconditional Waiver and Release re: Pay Application No. 8 with Copy of Payment	JA002365-JA002366	42
	Trial Exhibit 51 - Photo re: Building 8 & 9, South (No Exterior fixtures installed. Helix billed out at 90%)	JA002367-JA002368	42
	Trial Exhibit 52 -Photo re: Building 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002369-JA002370	42
	Trial Exhibit 53 -Photo re: Building - 2 & 3, West (No Exterior fixtures installed. Helix billed out at 90%)	JA002371-JA002372	42

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 54 - Photo re: Building - 2 & 3, East (No Exterior fixtures installed. Helix billed out at 90%)	JA002373-JA002374	42
	Trial Exhibit 55 - Photo re: Building 2 & 3, East (No Exterior fixtures installed. Helix billed out at 90%)	JA002375-JA002376	42
	Trial Exhibit 56 - Photo re: Building 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002377-JA002378	42
	Trial Exhibit 57 - Photo re: Building 2 & 3, and 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002379-JA002381	42
	Trial Exhibit 58 - Helix Pay Application No. 16713-011R1 submitted to Owner	JA002382-JA002391	42
	Trial Exhibit 59 - Helix Pay Application No. 16713-011R1 given to Camco with Proof of Payment	JA002392-JA002405	43
	Trial Exhibit 60 - Helix Retention Rolled to Camco	JA002406-JA002415	43
	Trial Exhibit 61 - Unconditional Waiver and Release re: all Invoices through June 30, 2008 with Proof of Payment	JA002413-JA002415	43
	Trial Exhibit 62 - Photo re: Building 8 & 9, South	JA002416-JA002417	43
	Trial Exhibit 63 - Photo re: Building 2 & 3, West	JA002418-JA002419	43
	Trial Exhibit 64 - Photo re: Building 2 & 3, West	JA002420-JA002421	43
	Trial Exhibit 65 - Photo re: Building 2 & 3, South	JA002422-JA002423	43
	Trial Exhibit 66 - Letter of transmittal from Helix to APCO re: Helix Pay Application No. 16713-011R1	JA002424-JA002433	43
	Trial Exhibit 67 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002435-JA002436	43

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 68 -Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002437-JA002438	43
	Trial Exhibit 69 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002439-JA002440	43
	Trial Exhibit 70 - Photo re: Building 8 & 9, South (No exterior fixtures installed. Helix billed out 90%)	JA002441-JA002442	43
	Trial Exhibit 71 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002443-JA002444	43
	Trial Exhibit 72 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002445-JA002446	43
	Trial Exhibit 73 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002447-JA002448	43
	Trial Exhibit 74 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002448-JA002449	43
	Trial Exhibit 75 - Unconditional Release re: Pay Application No. 16713-011R1 with Proof of Payment	JA002450-JA002456	43
	Exhibit 77 - Helix Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA002457-JA002494	43
	Zitting Brothers Related Exhibits:		
	Trial Exhibit 100 - Check No. 14392 payable to Zitting ($27,973.80); Progress Payment No. 7	JA002495-JA002497	44
	Trial Exhibit 101 - Email from R. Nickerl to R. Zitting re: Change Orders	JA002498-JA002500	44
	Trial Exhibit 102 -Email from L. Lynn to J. Griffith, et al. re: Change Order No. 00011 “pending”	JA002501-JA002503	44

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 103- Email from R. Zitting to R. Nickerl re: change orders adjusted to $30 per hour	JA002504-JA002505	44
	Trial Exhibit 104 - Email from R. Zitting to R. Nickerl re: change orders adjusted to $30 per hour with copies of change orders	JA002506-JA002526	44
	Trial Exhibit 105 - Ex. C to the Ratification – Zitting Quotes	JA002527-JA002528	44
	Trial Exhibit 106 - Unconditional Lien Release – Zitting ($27,973.80)	JA002529	44
	Trial Exhibit 108 - Photo of Video (Construction Project)	JA002530-JA002531	44
	Trial Exhibit 109 - Photo of Video (Construction Project)	JA002532-JA002533	44
	Trial Exhibit 110 - Photo of Video (Construction Project)	JA002534-JA002535	44
	Trial Exhibit 111 - Photo of Video (Construction Project)	JA002536-JA002537	44
	Trial Exhibit 112 - Photo of Video (Construction Project)	JA002538-JA002539	44
	Trial Exhibit 113 -Photo of Video (Construction Project)	JA002550-JA002541	44
	Trial Exhibit 114 -Photo of Video (Construction Project)	JA002542-JA002543	44
	Trial Exhibit 115 - Progress Payment No. 9 Remitted to Zitting	JA002544-JA002545	44
	Trial Exhibit 116 - Ratification and Amendment of Subcontract Agreement between Buchele and Camco	JA002546-JA002550	44
	Trial Exhibit 117 - C to the Ratification	JA002551-JA002563	44
	Trial Exhibit 118 - Q&A from Gemstone to subcontracts	JA002564-JA002567	44
	Trial Exhibit 119 - Check No. 528388 payable to APCO ($33,847.55) – Progress Payment No. 8.1 and 8.2	JA002568-JA002571	44

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 120 - Tri-City Drywall Pay Application No. 7 to APCO as submitted to Owner. Show percentage complete for Zitting	JA002572-JA002575	44/45
	Trial Exhibit 127 - Photo of Video (Construction Project)	JA002576-JA002577	45/46
	Trial Exhibit 128 - Photo of Video (Construction Project)	JA002578-JA002579	46
	Trial Exhibit 129 - Photo of Video (Construction Project)	JA002580-JA002581	46
	Trial Exhibit 138 - Memo from Scott Financial to Nevada State Contractors Board Re: Explanation of Project Payment Process	JA002582-JA002591	46
	Trial Exhibit 152 -Terms & Conditions modified by APCO, Invoices and Check Payment	JA002592-JA002598	46
	National Wood Products Related Exhibits:		
	Trial Exhibit 160 - Documents provided for settlement	JA002599-JA002612	46
	CAMCO Related Exhibits:		
	Trial Exhibit 163 - Camco Pay Application No. 12 to Gemstone	JA002613-JA002651	46/47
	Trial Exhibit 165 - Letter from D. Parry to A. Edelstein re: Gemstone losing funding for project	JA002652-JA002653	47
	Trial Exhibit 166 - Letter from D. Parry to G. Hall re: withdrawal of funding	JA002654 JA002656	47
	Helix Related Exhibits:		47
	Trial Exhibit 169 - Helix Exhibit to Standard Subcontract Agreement with Camco	JA 002665 JA002676	47/48
	Trial Exhibit 170 - Subcontract Agreement between Helix and Camco (unsigned)	JA002677-JA002713	48

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 171 - Work Order No. 100	JA002714-JA002718	48
	Trial Exhibit 172 - Letter from J. Griffith to Victor Fuchs Re: Gemstone's intention to continue retention of Helix w/copy of Ratification and Amendment of Subcontract Agreement	JA002719-JA002730	48
	Trial Exhibit 173 - Helix Pay Application No. 16713-012 to Camco with proof of payment	JA002731-JA002745	48
	Trial Exhibit 174 - Helix Change Order Request No. 28	JA002746-JA002747	48
	Trial Exhibit 175 - Change Notice No. 41	JA002748-JA002751	48
	Trial Exhibit 176 - Helix Pay Application No. 16713-013 to Camco	JA002752-JA002771	48/49
	Trial Exhibit 177 - Helix Pay Application No. 16713-014 to Camco	JA002772-JA002782	49
	Trial Exhibit 178 - Camco's letter to Helix rejecting Pay Application No. 16713-015 with attached copy of Pay Application	JA002783 JA002797	49
	National Wood/Cabinetec Related Exhibits:		
	Trial Exhibit 184 - Ratification and Amendment of Subcontract Agreement between CabineTec and Camco (fully executed copy)	JA002798-JA002825	49
	General Related Exhibits:		
	Trial Exhibit 218 - Camco/Owner Pay Application No. 11 w/Backup	JA002826-JA003028	50/51/52
	Trial Exhibit 220 - Camco/Owner Pay Application No. 12 w/Backup	JA003029-JA003333	52/53/54/55
	Trial Exhibit 313 - Letter from A. Edelstein to R. Nickerl re: NRS 624 Notice	JA003334-JA003338	55
	Helix Trial Exhibits:		

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 501 - Payment Summary	JA003339 – JA003732	55/56/57/ 58/59/60
	Trial Exhibit 508 – Helix Pay Application	JA003733- JA003813	60/61
	Trial Exhibit 510 - Unsigned Subcontract	JA003814- JA003927	61/62
	Trial Exhibit 512 - Helix's Lien Notice	JA003928- JA004034	62/63
	Trial Exhibit 522 - Camco Billing	JA004035- JA005281	63/64/65/66/67/ 68/69/70 /71/72 /73/74/75/ 76/77
01-17-18	**Transcript Bench Trial (Day 1)**[5]	**JA001668- JA001802**	**29/30**
	Trial Exhibit 1 - Grading Agreement ***(Admitted)***	JA001803- JA001825	30
	Trial Exhibit 2 – APCO/Gemstone General Construction Agreement ***(Admitted)***	JA001826- JA001868	30
	Trial Exhibit 3 - Nevada Construction Services /Gemstone Cost Plus/GMP Contract Disbursement Agreement ***(Admitted)***	JA001869- JA001884	30
	Trial Exhibit 4 - APCO Pay Application No. 9 Submitted to Gemstone ***(Admitted)***	JA001885- JA001974	30/31/32
	Trial Exhibit 5 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work ***(Admitted)***	JA001975- JA001978	32
	Trial Exhibit 6 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work ***(Admitted)***	JA001979- JA001980	32
	Trial Exhibit 10 - Letter from J. Barker to A. Edelstein Re: Notice of Intent to Stop Work (Second Notice) ***(Admitted)***	JA001981- JA001987	32

[5] Filed January 31, 2018

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 13 - Letter from A. Edelstein to Re. Nickerl Re: Termination for Cause (Gemstone) ***(Admitted)***	JA001988-JA002001	32
	Trial Exhibit 14 - Letter from W. Gochnour to Sean Thueson Re: [APCO's] Response to [Gemstone's] Termination for Cause ***(Admitted)***	JA002002-JA002010	33
	Trial Exhibit 15 - Letter from R. Nickerl to A. Edelstein Re: 48-Hour Notices ***(Admitted)***	JA002011-JA002013	33
	Trial Exhibit 16 - Email from J. Horning to A. Berman and J. Olivares re: Joint Checks ***(Admitted)***	JA002014	33
	Trial Exhibit 23 - APCO Subcontractor Notice of Stopping Work and Letter from J. Barker to A. Edelstein Re: Notice of Stopping Work and Notice of Intent to Terminate Contract ***(Admitted)***	JA002015-JA002016	33
	Trial Exhibit 24 - Letter from R. Nickerl to Clark County re: Notification of APCO's withdrawal as General Contractor of Record ***(Admitted)***	JA002017-JA002023	33
	Trial Exhibit 26 - Email from J. Gisondo to Subcontractors re: June checks ***(Admitted)***	JA002024	34
	Trial Exhibit 27 - Letter from A. Edelstein to R. Nickerl re: June Progress Payment ***(Admitted)***	JA002025-JA002080	34
	Trial Exhibit 28 - Letter from J. Barker to A. Edelstein Re: Termination of Agreement for GMP ***(Admitted)***	JA002081	34
	Trial Exhibit 31 - Transmission of APCO's Pay Application No. 11 as Submitted to Owner ***(Admitted)***	JA002082-JA002120	34/35
	Trial Exhibit 45 - Subcontractor Agreement ***(Admitted)***	JA002121-JA002146	35

Date	**Description**	**Bates Number**	**Volume(s)**
	Trial Exhibit 162 - Amended and Restated General Construction Agreement between Gemstone and CAMCO ***(Admitted)***	JA002147-JA002176	35/36
	Trial Exhibit 212 - Letter from Edelstein to R. Nickerl re: NRS 624 Notice ***(Admitted)***	JA002177-JA002181	36
	Trial Exhibit 215 - Email from C. Colligan to Subcontractors re: 48-hour Termination Notice ***(Admitted)***	JA002182-JA002185	36
	Trial Exhibit 216 - Email from C. Colligan re: Meeting with Subcontractors ***(Admitted)***	JA002186-JA002188	36
	Trial Exhibit 506 – Email and Contract Revisions ***(Admitted)***	JA002189 – JA002198	36
01-18-18	**Transcript – Bench Trial (Day 2)**[6]	JA005284-JA005370	78
	Trial Exhibit 535 – Deposition Transcript of Andrew Rivera (Exhibit 99) ***(Admitted)***	JA005371-JA005623	78/79/80
01-19-18	**Transcript – Bench Trial (Day 3)**[7]	JA005624-JA005785	80
	Trial Exhibit 231 – Helix Electric's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint ***(Admitted)***	JA005786-JA005801	80
	Trial Exhibit 314 - Declaration of Victor Fuchs in support of Helix's Motion for Partial Summary Judgment against Gemstone ***(Admitted)***	JA005802-JA005804	80
	Trial Exhibit 320 – June-August Billings—not paid to APCO ***(Admitted)***	JA005805	80
	Trial Exhibit 321 – Overpayments to Cabinetec ***(Admitted)***	JA005806-	80

[6] Filed January 31, 201879
[7] Filed January 31, 2018

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 536 – Lien math calculations (handwritten) ***(Admitted)***	JA005807-JA005808	80
	Trial Exhibit 804 – Camco Correspondence ***(Admitted)***	JA005809-JA005816	80
	Trial Exhibit 3176 – APCO Notice of Lien ***(Admitted)***	JA005817-JA005819	81
01-24-18	**Transcript – Bench Trial (Day 5)[8]**	**JA005820-JA005952**	81
01-24-19	**Transcript for All Pending Fee Motions on July 19, 2018**	**JA007300-JA007312**	**100/101**

[8] Filed January 31, 2018

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CLERK OF THE COURT

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DISTRICT COURT

CLARK COUNTY, NEVADA

ACCURACY GLASS & MIRROR COMPANY, INC., a Nevada corporation,

Plaintiff,

vs.

ASPHALT PRODUCTS CORP., a Nevada corporation; APCO CONSTRUCTION, a Nevada corporation; CAMCO PACIFIC CONSTRUCTION COMPANY, INC., a California corporation; GEMSTONE DEVELOPMENT WEST, INC., Nevada corporation; FIDELITY AND DEPOSIT COMPANY OF MARYLAND; SCOTT FINANCIAL CORPORATION, a North Dakota corporation; DOES I through X; ROE CORPORATIONS I through X; BOE BONDING COMPANIES I through X; LOE LENDERS I through X, inclusive,

Defendants.

HELIX ELECTRIC OF NEVADA, LLC, a Nevada limited-liability company, d/b/a HELIX ELECTRIC,

Plaintiff in Intervention,

vs.

ASPHALT PRODUCTS CORP., a Nevada corporation; APCO CONSTRUCTION, a Nevada corporation; CAMCO PACIFIC CONSTRUCTION COMPANY, INC., a California corporation; GEMSTONE

LEAD CASE NO.: A571228
DEPT. NO.: XIII

Consolidated with:
A571792
A574391
A577623
A583289
A584730
A587168

HELIX ELECTRIC'S AMENDED STATEMENT OF FACTS CONSTITUTING NOTICE OF LIEN AND THIRD-PARTY COMPLAINT

09A587168
211076

EXEMPTION FROM ARBITRATION:
Title to Real Estate

DEVELOPMENT WEST, INC., Nevada corporation; FIDELITY AND DEPOSIT COMPANY OF MARYLAND; SCOTT FINANCIAL CORPORATION, a North Dakota corporation; DOES I through X; ROE CORPORATIONS I through X; BOE BONDING COMPANIES I through X; LOE LENDERS I through X, inclusive,

Defendants.

HELIX ELECTRIC OF NEVADA, LLC d/b/a HELIX ELECTRIC ("Helix") by and through its attorneys PEEL BRIMLEY LLP, as for its Amended Statement of Facts Constituting a Notice of Lien and Third Party Complaint ("Amended Complaint") against the above-named defendants complains, avers and alleges as follows:

THE PARTIES

1. Helix is and was at all times relevant to this action a Nevada limited-liability company, duly authorized, licensed and qualified to do business in Clark County, Nevada holding a Nevada State Contractor's license, which license is in good standing.

2. Helix is informed and believes and therefore alleges that Defendant GEMSTONE DEVELOPMENT WEST, INC., Nevada corporation ("Owner") is and was at all times relevant to this action, the owner, reputed owner, or the person, individual and/or entity who claims an ownership interest in that certain real property portions thereof located in Clark County, Nevada and more particularly described as follows:

Manhattan West Condominiums (Project)
Spring Valley
County Assessor Description: PT NE4 NW4 SEC 32 21 60 &
PT N2 NW4 SEC 32 21 60
SEC 32 TWP 21 RNG 60

and more particularly described as Clark County Assessor Parcel Numbers 163-32-101-020 and 163-32-101-022 through 163-32-101-024 (formerly known as 163-32-101-019 and 163-32-112-001 thru 163-32-112-246) including all easements, rights-of-way, common areas and

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appurtenances thereto, and surrounding space may be required for the convenient use and occupation thereof, upon which Owners caused or allowed to be constructed certain improvements (the "Property").

3. The whole of the Property is reasonably necessary for the convenient use and occupation of the improvements.

4. Helix is informed and believes and therefore alleges that Defendant APCO CONSTRUCTION, a Nevada corporation ("APCO"), is and was at all times relevant to this action doing business as a licensed contractor authorized to conduct business in Clark County, Nevada. APCO may also be known as Asphalt Products Company.

5. Helix is informed and believes and therefore alleges that Defendant CAMCO PACIFIC CONSTRUCTION COMPANY, INC., a California corporation ("CPCC"), is and was at all times relevant to this action doing business as a licensed contractor authorized to conduct business in Clark County, Nevada.

6. Helix is informed and believes and therefore alleges that Defendant, FIDELITY AND DEPOSIT COMPANY OF MARYLAND (hereinafter "CPCC Surety"), was and is a bonding company licensed and qualified to do business as a surety in Nevada.

7. Helix is informed and believes and therefore alleges that Defendant Scott Financial Corporation ("SFC") is a North Dakota corporation with its principle place of business in Bismark, North Dakota. SFC is engaged in the business of underwriting and originating loans, selling participation in those loans, and servicing the loans. SFC has recorded deeds of trust securing loans given to the Owner for, inter alia, development of the Property.

8. Helix does not know the true names of the individuals, corporations, partnerships and entities sued and identified in fictitious names as DOES I through X, ROE CORPORATIONS I through X, BOE BONDING COMPANIES I through X and LOE

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LENDERS I through X. Helix alleges that such Defendants claim an interest in or to the Properties, and/or are responsible for damages suffered by Helix as more fully discussed under the claims for relief set forth below. Helix will request leave of this Honorable Court to amend this Amended Complaint to show the true names and capacities of each such fictitious Defendant when Helix discovers such information.

FIRST CAUSE OF ACTION
(Breach of Contract against APCO)

9. Helix repeats and realleges each and every allegation contained in the preceding paragraphs of this Amended Complaint, incorporates them by reference, and further alleges as follows:

10. On or about April 17, 2007 Helix entered into an Agreement with APCO (the "APCO Agreement") to provide certain electrical related work, materials and equipment (the "APCO Work") for the Property located in Clark County, Nevada.

11. Helix furnished the APCO Work for the benefit of and at the specific instance and request of APCO and/or Owner.

12. Pursuant to the APCO Agreement, Helix was to be paid an amount in excess of Ten Thousand Dollars ($10,000.00) (hereinafter "APCO Outstanding Balance") for the APCO Work.

13. Helix furnished the APCO Work and has otherwise performed its duties and obligations as required by the APCO Agreement.

14. APCO has breached the APCO Agreement by, among other things:

a. Failing and/or refusing to pay the monies owed to Helix for the APCO Work;

b. Failing to adjust the APCO Agreement price to account for extra and/or changed work, as well as suspensions and delays of APCO Work caused or ordered by the Defendants and/or their representatives;

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c. Failing to promptly recognize and grant time extensions to reflect additional time allowable under the APCO Agreement and permit related adjustments in scheduled performance;

d. Failing and/or refusing to comply with the APCO Agreement and Nevada law; and

e. Negligently or intentionally preventing, obstructing, hindering or interfering with Helix's performance of the APCO Work.

15. Helix is owed an amount in excess of Ten Thousand Dollars ($10,000.00) for the APCO Work.

16. Helix has been required to engage the services of an attorney to collect the APCO Outstanding Balance, and Helix is entitled to recover its reasonable costs, attorney's fees and interest therefore.

SECOND CAUSE OF ACTION
(Breach of Contract against CPCC)

17. Helix repeats and realleges each and every allegation contained in the preceding paragraphs of this Amended Complaint, incorporates them by reference, and further alleges as follows:

18. On or about September 4, 2008, Helix entered into the Ratification and Amendment of Subcontract Agreement ("CPCC Agreement") with CPCC, who replaced APCO as the general contractor on the Project, to continue the work for the Property ("CPCC Work").

19. Helix furnished the CPCC Work for the benefit of and at the specific instance and request of CPCC and/or Owner.

20. Pursuant to the CPCC Agreement, Helix was to be paid an amount in excess of Ten Thousand Dollars ($10,000.00) (hereinafter "CPCC Outstanding Balance") for the CPCC Work.

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21. Helix furnished the CPCC Work and has otherwise performed its duties and obligations as required by the CPCC Agreement.

22. CPCC has breached the CPCC Agreement by, among other things:

a. Failing and/or refusing to pay the monies owed to Helix for the CPCC Work;

b. Failing to adjust the CPCC Agreement price to account for extra and/or changed work, as well as suspensions and delays of CPCC Work caused or ordered by the Defendants and/or their representatives;

c. Failing to promptly recognize and grant time extensions to reflect additional time allowable under the CPCC Agreement and permit related adjustments in scheduled performance;

d. Failing and/or refusing to comply with the CPCC Agreement and Nevada law; and

e. Negligently or intentionally preventing, obstructing, hindering or interfering with Helix's performance of the CPCC Work.

23. Helix is owed an amount in excess of Ten Thousand Dollars ($10,000.00) for the CPCC Work.

24. Helix has been required to engage the services of an attorney to collect the CPCC Outstanding Balance, and Helix is entitled to recover its reasonable costs, attorney's fees and interest therefore.

THIRD CAUSE OF ACTION
(Breach of Implied Covenant of Good Faith & Fair Dealing Against APCO)

25. Helix repeats and realleges each and every allegation contained in the preceding paragraphs of this Amended Complaint, incorporates them by reference, and further alleges as follows:

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26. There is a covenant of good faith and fair dealing implied in every agreement, including the APCO Agreement.

27. APCO breached its duty to act in good faith by performing the APCO Agreement in a manner that was unfaithful to the purpose of the APCO Agreement, thereby denying Helix's justified expectations.

28. Due to the actions of APCO, Helix suffered damages in an amount to be determined at trial for which Helix is entitled to judgment plus interest.

29. Helix has been required to engage the services of an attorney to collect the APCO Outstanding Balance, and Helix is entitled to recover its reasonable costs, attorney's fees and interest therefore.

FOURTH CAUSE OF ACTION
(Breach of Implied Covenant of Good Faith & Fair Dealing Against CPCC)

30. Helix repeats and realleges each and every allegation contained in the preceding paragraphs of this Amended Complaint, incorporates them by reference, and further alleges as follows:

31. There is a covenant of good faith and fair dealing implied in every agreement, including the CPCC Agreement.

32. CPCC breached its duty to act in good faith by performing the CPCC Agreement in a manner that was unfaithful to the purpose of the CPCC Agreement, thereby denying Helix's justified expectations

33. Due to the actions of CPCC, Helix suffered damages in an amount to be determined at trial for which Helix is entitled to judgment plus interest.

34. Helix has been required to engage the services of an attorney to collect the CPCC Outstanding Balance, and Helix is entitled to recover its reasonable costs, attorney's fees and interest therefore.

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FIFTH CAUSE OF ACTION
(Unjust Enrichment or in the Alternative Quantum Meruit – Against All Defendants)

35. Helix repeats and realleges each and every allegation contained in the preceding paragraphs of this Amended Complaint, incorporates them by reference, and further alleges as follows:

36. Helix furnished the APCO Work and the CPCC Work for the benefit of and at the specific instance and request of the Defendants.

37. As to APCO and CPCC, this cause of action is being pled in the alternative.

38. The Defendants accepted, used and enjoyed the benefit of the APCO Work and CPCC Work.

39. The Defendants knew or should have known that Helix expected to be paid for the APCO Work and CPCC Work.

40. Helix has demanded payment of the APCO Outstanding Balance and CPCC Outstanding Balance.

41. To date, the Defendants have failed, neglected, and/or refused to pay the APCO Outstanding Balance and CPCC Outstanding Balance.

42. The Defendants have been unjustly enriched, to the detriment of Helix.

43. Helix has been required to engage the services of an attorney to collect the APCO Outstanding Balance and CPCC Outstanding Balance, and Helix is entitled to recover its reasonable costs, attorney's fees and interest therefore.

SIXTH CAUSE OF ACTION
(Foreclosure of Mechanic's Lien)

44. Helix repeats and realleges each and every allegation contained in the preceding paragraphs of this Amended Complaint, incorporates them by reference, and further alleges as follows:

45. The provision of the Work was at the special instance and request of the Defendants for the Property.

46. As provided at NRS 108.245 and common law, the Defendants had knowledge of Helix's delivery of the APCO Work and CPCC Work to the Property or Helix provided a Notice of Right to Lien.

47. Helix demanded payment of an amount in excess of Ten Thousand and no/100 Dollars ($10,000.00), which amount remains past due and owing.

48. On or about January 12, 2009, Helix timely recorded a Notice of Lien in Book 20090112 of the Official Records of Clark County, Nevada, as Instrument No. 0002864 (the "Original Lien").

49. On or about January 29, 2009, Helix timely recorded an Amended Notice of Lien in Book 20090129 of the Official Records of Clark County, Nevada, as Instrument No. 0000237 (the "Amended Lien").

50. The Original Lien and Amended Lien are hereinafter referred to as the "Liens".

51. The Liens were in writing and were recorded against the Property for the outstanding balance due to Helix in the amount of Three Million One Hundred Eighty-Six Thousand One Hundred Two and 67/100 Dollars ($3,186,102.67).

52. The Liens were served upon the Owner and/or its authorized agents, as required by law.

53. Helix is entitled to an award of reasonable attorney's fees, costs and interest on the APCO Outstanding Balance and CPCC Outstanding Balance, as provided in Chapter 108 of the Nevada Revised Statutes.

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SEVENTH CAUSE OF ACTION
(Claim of Priority)

54. Helix repeats and realleges each and every allegation contained in the preceding paragraphs of this Amended Complaint, incorporates them by reference, and further alleges as follows:

55. Helix is informed and believes and therefore alleges that construction on the Property commenced before the recording of any deed(s) of trust and/or other interest(s) in the Property, including the deeds of trust recorded by SFC.

56. Helix is informed and believes and therefore alleges that even if a deed(s) of trust and/or other interest(s) in the Property were recorded before construction on the Property commenced, those deed(s) of trust, including SFC's, were thereafter expressly subordinated to Helix's statutory mechanics' lien thereby elevating Helix's statutory mechanics' lien to a position superior to those deed(s) of trust and/or other interests(s) in the Property.

57. Helix's claim against the Property is superior to the claim(s) of SFC, any other defendant, and/or any Loe Lender.

58. Helix has been required to engage the services of an attorney to collect the APCO Outstanding Balance and CPCC Outstanding Work due and owing for the APCO Work and CPCC Work, and Helix is entitled to recover its reasonable costs, attorney's fees and interest therefore.

EIGHTH CAUSE OF ACTION
(Claim Against Bond – CPCC Surety)

59. Helix repeats and realleges each and every allegation contained in the preceding paragraphs of this Amended Complaint, incorporates them by reference, and further alleges as follows:

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60. Prior to the events giving rise to this Amended Complaint, the CPCC Surety issued License Bond No. 8739721 (hereinafter the "Bond") in the sum of Fifty Thousand Dollars ($50,000.00).

61. CPCC is named as principal and CPCC Surety is named as surety on the Bond.

62. The Bond was provided pursuant to the requirements of NRS 624.270, which Bond was in force during all times relevant to this action.

63. Helix furnished the CPCC Work as stated herein and has not been paid for the same. Helix therefore claims payment on said Bond.

64. The CPCC Surety is obligated to pay Helix the sums due.

65. Demand for the payment of the sums due to Helix has been made, but CPCC and the CPCC Surety have failed, neglected and refused to pay the same to Helix.

66. CPCC and the CPCC Surety owe Helix the penal sum of the Bond.

67. Helix was required to engage the services of an attorney to collect the CPCC Outstanding Balance due and owing to Helix and Helix is entitled to recover its reasonable attorney's fees and costs therefore.

NINTH CAUSE OF ACTION
(Violation of NRS 624 - APCO)

68. Helix repeats and realleges each and every allegation contained in the preceding paragraphs of this Amended Complaint, incorporates them by reference, and further alleges as follows:

69. NRS 624.606 to 624.630, et. seq. (the "Statute") requires contractors (such as APCO), to, among other things, timely pay their subcontractors (such as Helix), as provided in the in the Statute.

70. In violation of the Statute, APCO have failed and/or refused to timely pay Helix monies due and owing.

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71. APCO's violation of the Statute constitutes negligence per se.

72. By reason of the foregoing, Helix is entitled to a judgment against APCO in the amount of the APCO Outstanding Balance.

73. Helix has been required to engage the services of an attorney to collect the APCO Outstanding Balance and Helix is entitled to recover its reasonable costs, attorney's fees and interests therefore.

TENTH CAUSE OF ACTION
(Violation of NRS 624 - CPCC)

74. Helix repeats and realleges each and every allegation contained in the preceding paragraphs of this Complaint, incorporates them by reference, and further alleges as follows:

75. NRS 624.606 to 624.630, et. seq. (the "Statute") requires contractors such as CPCC to, among other things, timely pay their subcontractors (such as Helix), as provided in the in the Statute.

76. In violation of the Statute, CPCC failed and/or refused to timely pay Helix monies due and owing.

77. CPCC's violation of the Statute constitutes negligence per se.

78. By reason of the foregoing, Helix is entitled to a judgment against CPCC in the amount of the CPCC Outstanding Balance

79. Helix has been required to engage the services of an attorney to collect the CPCC Outstanding Balance and Helix is entitled to recover its reasonable costs, attorney's fees and interests therefore.

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ELEVENTH CAUSE OF ACTION
(Declaratory Judgment)

80. Helix repeats and realleges each and every allegation contained in the preceding paragraphs of this Amended Complaint, incorporates them by reference, and further alleges as follows:

81. Upon information and belief, Owner is the Trustor and SFC is the beneficiary under the following deeds of trust covering the real property at issue:

a. Senior Deed of Trust dated June 26, 2006, and recorded July 5, 2006, at Book 20060705, Instrument No. 0004264;

b. Junior Deed of Trust dated June 26, 2006, and recorded July 5, 2006, at Book 20060705, Instrument No. 0004265;

c. Third Deed of Trust dated June 26, 2006, and recorded July 5, 2006, at Book 20060705, Instrument No. 0004266; and,

d. Senior Debt Deed of Trust dated and recorded February 7, 2008, at Book 20080207, Instrument No. 01482.

82. On February 7, 2008, SFC executed a Mezzanine Deeds of Trust Subordination Agreement that expressly subordinated the Senior, Junior, and Third Deeds of Trust to the Senior Debt Deed of Trust "in all respects", "for all purposes", and, " regardless of any priority otherwise available to SFC by law or agreement".

83. The Mezzanine Deeds of Trust Subordination Agreement contains a provision that it shall not be construed as affecting the priority of any other lien or encumbrances in favor of SFC. Thus, no presumptions or determinations are to be made in SFC's favor concerning the priority of competing liens or encumbrances on the property, such as Helix's mechanics' lien.

84. Pursuant to the a Mezzanine Deeds of Trust Subordination Agreement, SFC was to cause the Senior, Junior, and Third Deeds of Trust to contain specific statements thereon that they were expressly subordinated to the Senior Debt Deed of Trust and SFC was to mark its books

conspicuously to evidence the subordination of the Senior, Junior, and Third Deeds of Trust to the Senior Debt Deed of Trust.

85. Helix is informed and believes and therefore alleges that construction on the Property commenced at least before the recording of the Senior Debt Deed of Trust and that by law, all mechanics' liens, including Helix's, enjoy a position of priority over the Senior Debt Deed of Trust.

86. Because the Mezzanine Deeds of Trust Subordination Agreement renders the Senior, Junior, and Third Deeds of Trust expressly subordinate to the Senior Debt Deed of Trust, it also renders, as a matter of law, the Senior, Junior, and Third Deeds of Trust expressly subordinate to all mechanics' liens, including Helix's.

87. A dispute has arisen, and an actual controversy now exists over the priority issue of Helix's mechanics' lien over other encumbrances on the property.

88. Helix is entitled to a court order declaring that its mechanics' lien has a superior lien position on the Property over any other lien or encumbrance created by or for the benefit of SFC or any other entity.

WHEREFORE, Helix prays that this Honorable Court:

1. Enters judgment against the Defendants, and each of them, jointly and severally, in the APCO Outstanding Balance and CPCC Outstanding Balance amounts;

2. Enters a judgment against Defendants, and each of them, jointly and severally, for Helix's reasonable costs and attorney's fees incurred in the collection of the APCO Outstanding Balance and CPCC Outstanding Balance, as well as an award of interest thereon;

3. Enter a judgment declaring that Helix has valid and enforceable mechanic's liens against the Property, with priority over all Defendants, in an amount of the APCO Outstanding Balance and CPCC Outstanding Balance;

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4. Adjudge a lien upon the Property for the APCO Outstanding Balance and CPCC Outstanding Balance, plus reasonable attorneys fees, costs and interest thereon, and that this Honorable Court enter an Order that the Property, and improvements, such as may be necessary, be sold pursuant to the laws of the State of Nevada, and that the proceeds of said sale be applied to the payment of sums due Helix herein;

5. Enter a judgment declaring that Helix' mechanics' lien enjoys a position of priority superior to any lien or encumbrance created by or for the benefit of SFC or any other entity; and

6. For such other and further relief as this Honorable Court deems just and proper in the premises.

Dated this 22 day of June 2009.

PEEL BRIMLEY LLP

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DISTRICT COURT
CLARK COUNTY, NEVADA

APCO CONSTRUCTION, a Nevada corporation,

Plaintiff,

vs.

GEMSTONE DEVELOPMENT WEST, INC., a Nevada corporation; NEVADA CONSTRUCTION SERVICES, a Nevada corporation; SCOTT FINANCIAL CORPORATION, a North Dakota corporation; COMMONWEALTH LAND TITLE INSURANCE COMPANY; FIRST AMERICAN TITLE INSURANCE COMPANY; and DOES I through X,

Defendants.

HELIX ELECTRIC OF NEVADA, LLC, a Nevada limited-liability company, d/b/a HELIX ELECTRIC,

Lien Claimant/Intervenor,

vs.

CASE NO.: 08-A-571228
DEPT. NO.: XIII

Consolidated with: A574391, A574792, A577623, A583289, A584730, A587168, A580889 and A589195

APCO CONSTRUCTION'S ANSWER TO HELIX ELECTRIC'S AMENDED STATEMENT OF FACTS CONSTITUTING NOTICE OF LIEN AND THIRD-PARTY COMPLAINT

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APSPHALT PRODUCTS CORP., A Nevada corporation; APCO CONSTRUCTION, a Nevada corporation; CAMCO PACIFIC CONSTRUCTION COMPANY, INC., a California corporation; GEMSTONE DEVELOPMENT WEST, INC., a Nevada corporation; FIDELITY AND DEPOSIT COMPANY OF MARYLAND; SCOTT FINANCIAL CORPORATION, a North Dakota corporation; DOES I through X; ROE CORPORATIONS I through X; BOE BONDING COMPANIES I through X; LOE LENDERS I through X, inclusive

Defendants.

AND ALL RELATED CASES AND MATTERS.

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APCO CONSTRUCTION'S ANSWER TO HELIX ELECTRIC'S AMENDED STATEMENT OF FACTS CONSTITUTING NOTICE OF LIEN AND THIRD-PARTY COMPLAINT

APCO CONSTRUCTION formerly ASPHALT PRODUCT CORPORATION (hereinafter "APCO"), by and through its attorneys, Gwen Rutar Mullins, Esq. and Wade B. Gochnour, Esq., of the law firm of Howard and Howard Attorneys PLLC, hereby files this Answer to Helix Electric's Amended Statement of Facts Constituting Notice of Lien and Third Party Complaint (hereinafter "Complaint") and hereby responds and alleges as follows:

THE PARTIES

1. Answering Paragraphs 1, 5, 6, 7, and 8 of the Complaint, APCO does not have sufficient knowledge or information upon which to base a belief as to the truth of the allegations contained therein, and upon said grounds, denies each and every allegation contained therein.

2. Answering Paragraphs 2, 3 and 4 of the Complaint, APCO admits the allegations contained therein.

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FIRST CAUSE OF ACTION

(Breach of Contract Against APCO)

3. Answering Paragraph 9 of the Complaint, APCO repeats and realleges each and every allegation contained in paragraphs 1 and 2 of this Answer to the Complaint as though fully set forth herein.

4. Answering Paragraph 10 of the Complaint, APCO admits that APCO entered into subcontract with Helix Electric of Nevada LLC dba Helix Electric. ("Helix") to provide certain electrical related work and materials on the Manhattan West Condominium Project. As to the remaining allegations of Paragraph 10 of the Complaint, APCO does not have sufficient knowledge or information upon which to base a belief as to the truth of the allegations contained therein, and upon said grounds, denies each and every allegation contained therein on those basis.

5. Answering Paragraph 11 of the Complaint, APCO admits that Helix's services benefited Owner. APCO denies the remaining allegations of Paragraph 11 of the Complaint.

6. Answering Paragraph 12 of the Complaint, APCO admits that the terms of the subcontract with Helix speak for themselves. APCO denies the remaining allegations of Paragraph 12 of the Complaint.

7. Answering Paragraph 13 of the Complaint, APCO admits that Helix furnished services under subcontract, which subcontract was subsequently ratified and assumed by CPCC and/or Gemstone. APCO denies the remaining allegations of Paragraph 13 of the Complaint.

8. Answering Paragraphs 14, 15 and 16 of the Complaint, APCO denies each and every allegation contained therein.

SECOND CAUSE OF ACTION

(Breach of Contract Against CPCC)

9. Answering Paragraph 17 of the Complaint, APCO repeats and realleges each and every allegation contained in paragraphs 1 and 8 of this Answer to the Complaint as though fully set forth herein.

10. Answering Paragraph 18 of the Complaint, APCO, upon information and belief, admits the allegations contained therein.

11. Answering Paragraphs 19, 20, 21, 22, 23, and 24 of the Complaint, APCO does not have sufficient knowledge or information upon which to base a belief as to the truth of the allegations contained therein, and upon said grounds, denies each and every allegation contained therein on those basis.

THIRD CAUSE OF ACTION

(Breach of Implied Covenant of Good Faith & Fair Dealing Against APCO)

12. Answering Paragraph 25 of the Complaint, APCO repeats and realleges each and every allegation contained in paragraphs 1 through 11 of this Answer to the Complaint as though fully set forth herein.

13. Answering Paragraphs 26 of the Complaint, APCO, upon information and belief, admits the allegations contained therein.

14. Answering Paragraphs 27, 28 and 29 of the Complaint, APCO does not have sufficient knowledge or information upon which to base a belief as to the truth of the allegations contained therein, and upon said grounds, denies each and every allegation contained therein on those basis.

FOURTH CAUSE OF ACTION

(Breach of Implied Covenant of Good Faith & Fair Dealing Against CPCC)

15. Answering Paragraph 30 of the Complaint, APCO repeats and realleges each and every allegation contained in paragraphs 1 through 14 of this Answer to the Complaint as though fully set forth herein.

16. Answering Paragraph 31 of the Complaint, APCO, upon information and belief, admits the allegations contained therein.

17. Answering Paragraphs 32, 33 and 34 of the Complaint, APCO does not have sufficient knowledge or information upon which to base a belief as to the truth of the

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allegations contained therein, and upon said grounds, denies each and every allegation contained therein on those basis.

FIFTH CAUSE OF ACTION

(Unjust Enrichment or in the Alternative Quantum Meriut – Against All Defendants)

18. Answering Paragraph 35 of the Complaint, APCO repeats and realleges each and every allegation contained in paragraphs 1 through 17 of this Answer to the Complaint as though fully set forth herein.

19. Answering Paragraphs 36, 37, 38, 39, 40, 41, 42, and 43 of the Complaint, APCO denies all the allegations as they pertain to, or as they are alleged against, APCO. With respect to any allegations that have been asserted against the remaining Defendants, APCO does not have sufficient knowledge or information upon which to base a belief as to the truth of the allegations contained therein, and upon said grounds, denies each and every allegation contained therein.

SIXTH CAUSE OF ACTION

(Foreclosure of Mechanic's Lien)

20. Answering Paragraph 44 of the Complaint, APCO repeats and realleges each and every allegation contained in paragraphs 1 through 19 of this Answer to the Complaint as though fully set forth herein.

21. Answering Paragraphs 45, 46, 47, 48, 49, 50, 51, 52, and 53 of the Complaint, APCO denies all the allegations as they pertain to, or as they are or may be alleged against, APCO. With respect to any allegations that have been asserted against the remaining Defendants APCO does not have sufficient knowledge or information upon which to base a belief as to the truth of the allegations contained therein, and upon said grounds, denies each and every allegation contained therein.

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SEVENTH CAUSE OF ACTION

(Claim of Priority)

22. Answering Paragraph 54 of the Complaint, APCO repeats and realleges each and every allegation contained in paragraphs 1 through 21 of this Answer to the Complaint as though fully set forth herein.

23. Answering Paragraph 55 of the Complaint, APCO admits the allegations contained therein.

24. Answering Paragraph 56 of the Complaint, APCO does not have sufficient knowledge or information upon which to base a belief as to the truth of the allegations contained therein, and upon said grounds, denies each and every allegation contained therein.

25. Answering Paragraphs 57 and 58 of the Complaint, APCO denies all the allegations as they pertain to, or as they are alleged against, APCO. With respect to any allegations that have been asserted against the remaining Defendants, APCO does not have sufficient knowledge or information upon which to base a belief as to the truth of the allegations contained therein, and upon said grounds, denies each and every allegation contained therein.

EIGHTH CAUSE OF ACTION

(Claim Against Bond – CPCC Surety)

26. Answering Paragraph 59 of the Complaint, APCO repeats and realleges each and every allegation contained in paragraphs 1 through 25 of this Answer to the Complaint as though fully set forth herein.

27. Answering Paragraphs 60, 61, 62, 63, 64, 65, 66, and 67 of the Complaint, APCO does not have sufficient knowledge or information upon which to base a belief as to the truth of the allegations contained therein, and upon said grounds, denies each and every allegation contained therein.

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NINTH CAUSE OF ACTION

(Violation of NRS 624 - APCO)

28. Answering Paragraph 68 of the Complaint, APCO repeats and realleges each and every allegation contained in paragraphs 1 through 27 of this Answer to the Complaint as though fully set forth herein.

29. Answering Paragraph 69 of the Complaint, APCO alleges that NRS 624.606 to 624.630 speak for themselves. As to the remaining allegations of Paragraph 69 of the Complaint, APCO does not have sufficient knowledge or information upon which to base a belief as to the truth of the allegations contained therein, and upon said grounds, denies each and every allegation contained therein on those basis.

30. Answering Paragraphs 70, 71, 72 and 73 of the Complaint, APCO denies each and every allegation contained therein.

TENTH CAUSE OF ACTION

(Violation of NRS 624 – CPCC)

31. Answering Paragraph 74 the Complaint, APCO repeats and realleges each and every allegation contained in paragraphs 1 through 30 this Answer to the Complaint as though fully set forth herein.

32. Answering Paragraph 75 the Complaint, APCO alleges that NRS 624.606 to 624.630 speak for themselves. As to the remaining allegations of Paragraph 75 of the Complaint, APCO does not have sufficient knowledge or information upon which to base a belief as to the truth of the allegations contained therein, and upon said grounds, denies each and every allegation contained therein on those basis.

33. Answering Paragraphs 76, 77, 78, and 79 of the Complaint, APCO does not have sufficient knowledge or information upon which to base a belief as to the truth of the allegations contained therein, and upon said grounds, denies each and every allegation contained therein.

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ELEVENTH CAUSE OF ACTION

(Declaratory Judgment)

34. Answering Paragraph 80 of the Complaint, APCO repeats and realleges each and every allegation contained in paragraphs 1 through 33 of this Answer to the Complaint as though fully set forth herein.

35. Answering Paragraphs 81, 82, 83, 84, 85, 86, and 87 of the Complaint, APCO, upon information and belief, admits the allegations contained therein.

36. Answering Paragraph 88 of the Complaint, APCO denies all the allegations as they pertain to, or as they are alleged against, APCO. With respect to any allegations that have been asserted against the remaining Defendants, APCO does not have sufficient knowledge or information upon which to base a belief as to the truth of the allegations contained therein, and upon said grounds, denies each and every allegation contained therein.

FIRST AFFIRMATIVE DEFENSE

Helix has failed to state a claim against APCO upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

The claims of the Helix have been waived as a result of their respective acts and conduct.

THIRD AFFIRMATIVE DEFENSE

No monies are due Helix at this time as APCO has not received payment for Helix's work from Gemstone, the developer of the Manhattan West Project.

FOURTH AFFIRMATIVE DEFENSE

Any and all damages sustained by Helix are the result of negligence, breach of contract and/or breach of warranty, express and/or implied, of a third-party over whom APCO has no control, and for whose acts APCO is not responsible or liable to Helix.

FIFTH AFFIRMATIVE DEFENSE

At the time and place under the circumstances alleged by the Helix, Helix had full and complete knowledge and information with regard to the conditions and circumstances then and

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there existing, and through Helix's own knowledge, conduct, acts and omissions, assumed the risk attendant to any condition there or then present.

SIXTH AFFIRMATIVE DEFENSE

Whatever damages, if any, were sustained by Helix, were caused in whole or in part or were contributed to by reason of Helix's own actions.

SEVENTH AFFIRMATIVE DEFENSE

The liability, if any, of APCO must be reduced by the percentage of fault of others, including Helix.

EIGHTH AFFIRMATIVE DEFENSE

The damages alleged by Helix were caused by and arose out of the risk which Helix had knowledge and which Helix assumed.

NINTH AFFIRMATIVE DEFENSE

The alleged damages complained of by Helix were caused in whole or in part by a new, independent and intervening cause over which APCO had no control. Said independent, intervening cause was the result of any alleged damages resulting to Helix.

TENTH AFFIRMATIVE DEFENSE

APCO's obligations to Helix have been satisfied or excused.

ELEVENTH AFFIRMATIVE DEFENSE

Helix failed to perform their work in workmanlike manner thus causing damages in excess to the sums Helix claim are due under the subcontract with APCO.

TWELFTH AFFIRMATIVE DEFENSE

The claim for breach of contract is barred as a result of Helix's failure to satisfy conditions precedent.

THIRTEENTH AFFIRMATIVE DEFENSE

The claims, and each of them, are premature.

FOURTEENTH AFFIRMATIVE DEFENSE

Helix should indemnify APCO for any and all losses, damages or expenses APCO sustains as a result of any claims by Gemstone for damages that Gemstone allegedly sustained

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due to Helix's improper workmanship on the Manhattan West Project, including, but not limited to, any damage amount and the attorney's fees and costs incurred by APCO relative thereto.

FIFTEENTH AFFIRMATIVE DEFENSE

APCO is entitled to an offset or a setoff of any damages that APCO sustains as a result of Helix's failure to complete the work in a workmanlike manner and/or breach of contract.

SIXTEENTH AFFIRMATIVE DEFENSE

Any obligations or responsibilities of APCO under the subcontract with Helix, if any, have been replaced, terminated, voided, cancelled or otherwise released by the ratification entered into between Helix, Gemstone and CPCC and APCO no longer bears any liability thereunder.

SEVENTEENTH AFFIRMATIVE DEFENSE

APCO has been forced to retain the services of an attorney to defend this action and therefore is entitled to reasonable attorneys' fees and costs.

EIGHTEENTH AFFIRMATIVE DEFENSE

Helix has failed to comply with the requirements of NRS 624.

NINETIETH AFFIRMATIVE DEFENSE

Helix may have failed to comply with all requirements of NRS 108 to perfect its lien.

TWENTIETH AFFIRMATIVE DEFENSE

Helix has failed to promptly assert its respective claims against APCO and APCO reserves the right to request the Court to strike any improper pleadings filed against APCO.

TWENTY-FIRST AFFIRMATIVE DEFENSE

The claims against APCO are barred as a result of Helix's failure to comply with the requirements of NRCP Rule 24 including, but not limited to, Helix having failed to timely apply to the Court to intervene in this action as required.

TWENTY-SECOND AFFIRMATIVE DEFENSE

Helix's claims are barred under the doctrine of accord and satisfaction.

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TWENTY-THIRD AFFIRMATIVE DEFENSE

Pursuant to NRCP Rule 8 and 11, as amended, all possible affirmative defenses may not have been alleged herein insofar as sufficient facts were not available after reasonable inquiry upon the filing of this Answer to the Complaint, and therefore, APCO reserves the right to amend their Answer to allege additional affirmative defenses if subsequent investigation so warrants.

WHEREFORE, APCO prays for judgment as follows:

1. That Helix take nothing by way of its Complaint on file herein and that the same be dismissed with prejudice against APCO;

2. For an award of attorneys' fees and costs incurred herein by APCO; and

3. For such other and further relief as this Court may deem just and proper.

DATED this 5th day of August, 2009.

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CERTIFICATE OF MAILING

On the 5th day of August, 2009, the undersigned served a true and correct copy of the foregoing APCO CONSTRUCTION'S ANSWER TO HELIX ELECTRIC'S AMENDED STATEMENT OF FACTS CONSTITUTING NOTICE OF LIEN AND THIRD-PARTY COMPLAINT, by U.S. Mail, postage prepaid, upon the following:

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DISTRICT COURT

CLARK COUNTY, NEVADA

In re: Manhattan West Mechanics' Lien Litigation	Case No: A571228 Dept. No: XXV And All Consolidated Cases

ANSWER TO HD SUPPLY & WATERWORKS, LP'S STATEMENT OF FACTS CONSTITUTING LIEN AND THIRD-PARTY COMPLAINT AND CAMCO PACIFIC CONSTRUCTION COMPANY INC.'S COUNTERCLAIM

Third Party Defendants CAMCO PACIFIC CONSTRUCTION COMPANY, INC. (hereinafter "Camco") and FIDELITY AND DEPOSIT COMPANY OF MARYLAND (hereinafter "Fidelity") (Camco and Fidelity are sometimes collectively referred to herein as "Defendants"), by and through their counsel, Steven L. Morris, Esq. of the law firm of Woodbury, Morris & Brown, hereby answer the Third-Party Complaint of HD SUPPLY & WATERWORKS, LP (hereinafter "Plaintiff" or "HD Supply"), on file herein, and admit, deny, and allege as follows:

1. Camco and Fidelity are without information or knowledge sufficient to ascertain the truth of the allegations contained in Paragraphs 4, 6, 7, 9, 10, 12, 14, 15, 16, 17, 18, 19, 22, 23, 24, 25, 26, 27, 31, 32, 33, 35, 36, 37, 52, 53, 54, 55, 56, 62, 63, 64, 68, 81, 82, 83, 84, 85, 86, 87, 90, 91, 92, 93, 94, 95, and 96 of Plaintiff's Complaint, and therefore deny each and every allegation contained therein.

2. Camco and Fidelity admit the allegations contained in Paragraphs 1, 2, 3, 5, 8,

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11, 30, 67, 99, 100, 103, 104, of Plaintiff's Complaint.

3. Camco and Fidelity deny each and every allegation contained in Paragraphs 20, 28, 38, 40, 41, 42, 43, 44, 45, 46, 47, 49, 50, 51, 57, 59, 60, 61, 65, 70, 72, 73, 74, 75, 76, 77, 78, 79, 88, 97, and 106 of Plaintiff's Complaint.

4. As to Paragraph 69, Camco and Fidelity admit that HD Supply's claim against the Property is superior to the claim(s) of SFC, but deny the remaining allegations contained therein.

5. As to Paragraphs 101 and 102, Camco and Fidelity admit that the Mezzanine Deeds of Trust Subordination Agreement speaks for itself, but deny the remaining allegations contained therein.

6. As to paragraph 105, Camco and Fidelity admit that a dispute has arisen, and an actual controversy now exists, but deny the remaining allegations contained therein.

7. As to Paragraphs 13, 21, 29, 34, 39, 48, 58, 66, 71, 80, 89, 98, of Plaintiff's Complaint, Camco and Fidelity repeat and reallege the answers to paragraphs 1 through 88 as though fully set forth herein.

8. To the extent that any allegations set forth in Plaintiff's Complaint have not been answered, these answering Defendants deny each and every allegation or inference thereof not expressly set forth hereinabove.

9. It has become necessary for these answering Defendants to retain the services of WOODBURY, MORRIS, & BROWN, attorneys at law, to defend this action, and as a result, these answering Defendants have been damaged by the Plaintiff, and these answering Defendants are accordingly entitled to their attorney fees and costs incurred herein.

AFFIRMATIVE DEFENSES

1. The Complaint on file herein fails to state a claim against Camco and Fidelity upon which relief can be granted.

2. That any or all negligence or fault on the part of the Plaintiff would be active and primary, and any negligence or fault of Camco, if any, would be secondary and passive.

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3. Any and all damages sustained by Plaintiff are the result of its own negligence and breach of contract.

4. Camco is not negligent with respect to the transactions that are the subject of the Complaint, and is and was not in breach of contract.

5. At the time and place under the circumstances alleged by the Plaintiff, Plaintiff had full and complete knowledge and information in regard to the conditions and circumstances then and there existing, and through Plaintiff's own knowledge, conduct, acts and omissions, assume the risk attendant to any condition there or then present.

6. The liability, if any, of Camco must be reduced by the percentage of fault of others, including the Plaintiff.

7. The claims, and each of them, are barred by the failure of the Plaintiff to plead those claims with particularity.

8. The claims of Plaintiff have been waived as a result of the acts and the conduct of the Plaintiff.

9. The claim for breach of contract is barred as a result of the failure to satisfy conditions precedent.

10. The claims for breach of contract and breach of implied covenant of good faith and fair dealing are barred by the statute of frauds.

11. Plaintiff brought the case at bar without reasonable grounds upon which to base a claim for relief.

12. Plaintiff maintained the present action without reasonable grounds upon which to base a claim for relief.

13. Plaintiff's claims are not well grounded in fact.

14. Plaintiff's claims are not warranted by existing law.

15. Plaintiff is barred from recovering by the doctrine of unclean hands.

16. Plaintiff's claims are barred by the doctrine of laches, waiver, and estoppel.

17. To the extent that Plaintiff's work was substandard, not workmanlike, defective,

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incomplete, or untimely, Plaintiff is not entitled to recover for said work.

18. Plaintiff has approved and ratified the alleged acts of Camco for which Plaintiff now complains.

19. There is no justiciable case or controversy as between Plaintiff and Camco and/or Fidelity.

20. Plaintiff lacks standing to assert all or part of the causes of action contained in their complaint.

21. Camco's performance on any contract was excused by Plaintiff's material breach thereof.

22. Plaintiff failed to comply with the requirements of NRS Chapter 108 to perfect its mechanic's lien and therefore would not be entitled to any recovery on its lien foreclosure claim.

23. Plaintiff has failed to mitigate its damages.

24. Defendant Fidelity is informed and believes that it is entitled to assert all of the defenses available to its principal, and Fidelity hereby incorporates by reference all defenses raised, or that could have been raised, by Fidelity's principal.

25. Fidelity alleges that its liability, if any exists, which is expressly denied, is limited to the penal sum of the applicable Contractor's License Bond.

26. Any license or surety bond executed by Fidelity was limited to the classification of contracting activities as set forth in its Nevada State Contractor's License Bond.

27. The liability of Fidelity if any, is limited to its obligations as set forth in its surety bond agreement.

28. The liability of Fidelity if any, is limited to the statutory liability as set forth in NRS 624.273.

29. Fidelity is not liable for the acts or omissions of persons, individuals, firms, partnerships, corporations, associations, or other organizations that are not its named principal.

30. The damages sustained by Plaintiff, if any, were caused by the acts of third

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persons who were not agents, servants, or employees of Fidelity, or its principal, and who were not acting on behalf of Fidelity or its principal in any manner or form, and as such, Fidelity or its principal are not liable in any manner to the Plaintiff.

31. Fidelity is not liable for the acts or omissions of persons, individuals, firms, partnerships, corporations, associations, or other organizations that are not its named principal.

32. Plaintiff's suit against Fidelity is not timely brought under the terms of the bond because no judgment or court decree has been entered against its principal.

33. It has been necessary for Camco and Fidelity to retain the services of the law offices of Woodbury, Morris & Brown, attorneys at law, for the purpose of defending this action, and Camco is entitled to payment of all costs, fees, and expenses associated with and/or arising out of the defense of this action.

34. Pursuant To NRCP 8, all possible affirmative defenses may not have been alleged herein, inasmuch as sufficient facts were not available after reasonable investigation and inquiry upon the filing of Defendants' Answer and, therefore, Defendants reserves the right to amend their Answer to allege additional affirmative defenses if subsequent investigation warrants.

WHEREFORE, Third Party Defendants Camco and Fidelity pray as follows:

1. That Plaintiff take nothing by way of its Complaint;

2. For an award of reasonable attorneys' fees and costs for having to defend this action; and

3. For such other and further relief as the Court deems just and proper.

COUNTERCLAIM

Counterclaimant CAMCO PACIFIC CONSTRUCTION COMPANY, INC. (hereinafter "Camco") by and through its attorney, Steven L. Morris, Esq. of the law firm of Woodbury, Morris & Brown complains as follows:

JURISDICTIONAL ALLEGATIONS

1. Camco was and is at all times relevant to this action, a California corporation, doing business in Clark County, Nevada as a contractor duly licensed by the Nevada State

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Contractor's Board.

2. Counterdefendant HD SUPPLY & WATERWORKS, LP, a Nevada limited-liability company (hereinafter referred to as "HD Supply") is and was at all times relevant to this action, a corporation conducting business in Clark County, Nevada.

3. The true names and capacities, whether individual, corporate, associate or otherwise of Defendants named herein as DOES I through X are unknown to Counterclaimant. Said DOE Defendants are responsible for damages suffered by Counterclaimant; therefore, Counterclaimants sue Defendants by such fictitious names. Counterclaimants will ask leave to amend this Counterclaim to show the true names and capacities of each such DOE Defendants at such time as the same have been ascertained.

FIRST CAUSE OF ACTION

(Abuse of Process)

4. Camco repeats and realleges each and every allegation contained in the preceding paragraphs of Camco's Counterclaim, incorporates the same at this point by reference and further alleges:

5. Camco was a general contractor for the Manhattan West Condominiums project, located in Clark County, Nevada (the "Property," and/or "Project").

6. GEMSTONE DEVELOPMENT WEST, INC. ("Gemstone") was the owner of the Project.

7. Camco did not request proposals from any subcontractor on the Project and Camco did not negotiate or enter into a contract with HD Supply.

8. HD Supply was selected by Gemstone and furnished its respective work and materials at Gemstone's direction and request.

9. No payments for the work and materials furnished to the Project came through Camco.

10. There was no contract between HD Supply and Camco with regard to the Project.

11. The only viable claims HD Supply has, if any, are against Gemstone and/or the

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Property.

12. Lacking a basis for relief against Camco, HD Supply has an ulterior purpose, other than resolving a legal dispute, in bringing this lawsuit against Camco.

13. HD Supply has engaged in a willful act in the use of the legal process not proper in the regular conduct of the proceeding.

14. Camco has been required to engage the services of the law firm of WOODBURY, MORRIS & BROWN to prosecute this matter and Camco is entitled to a reasonable attorneys fees and costs therefor.

SECOND CAUSE OF ACTION

(Breach of Contract - In the Alternative)

15. Camco repeats and realleges each and every allegation contained in the preceding paragraphs of Camco's Counterclaim, incorporates the same at this point by reference and further alleges:

16. Apco Construction ("Apco") was initially the general contractor for the Project.

17. HD Supply and Apco entered into a Subcontract Agreement (the "Agreement") relative to the Project.

18. Section 3.4 of the Agreement states: "Any payments to Subcontractor shall be conditioned upon receipt of the actual payments by Contractor from Owner. Subcontractor herein agrees to assume the same risk that the Owner may become insolvent that Contractor has assumed by entering into the Prime Contract with the Owner."

19. If any contract existed at all between Camco and HD Supply, it was an implied contract based on the terms of the Agreement.

20. All payments made to subcontractors and suppliers on the Project were made directly by Gemstone through Nevada Construction Services. (See Exhibit A, attached hereto and incorporated herein by this reference).

21. Camco never received payment on behalf of the subcontractors, including HD Supply, and was therefore, not responsible nor liable for payment to the subcontractors, including HD Supply.

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22. HD Supply agreed and expressly acknowledged that it assumed the risk of non-payment by the Owner.

23. HD Supply breached its contract with Camco by demanding payment from Camco and by bringing claims against Camco and its License Bond Surety relative to payment for the materials allegedly provided by HD Supply on the Project.

24. Camco is entitled to all of its attorneys fees and costs pursuant to the terms and conditions of the Ratification Agreement.

25. Camco has been required to engage the services of the law firm of WOODBURY, MORRIS & BROWN to prosecute this matter and Camco is entitled to a reasonable attorneys fees and costs therefor.

THIRD CAUSE OF ACTION

(Breach of Covenant of Good Faith and Fair Dealing - In the Alternative)

26. Camco repeats and realleges each and every allegation contained in the preceding paragraphs of Counterclaimant's Counterclaim, incorporates the same at this point by reference and further allege:

27. The law imposes upon HD Supply, by virtue of the contract, a covenant to act in good faith and deal fairly with Counterclaimant;

28. Despite this covenant, HD Supply's intentional failure to abide by the terms of the parties written contract, HD Supply breached its covenant to act in good faith and deal fairly;

29. As a result of its breach of the covenant of good faith and fair dealing, HD Supply has injured Camco in an amount in excess of $10,000.00.

30. Camco has been required to engage the services of the law firm of WOODBURY, MORRIS & BROWN to prosecute this matter and Camco is entitled to a reasonable attorneys fees and costs therefor.

FOURTH CAUSE OF ACTION

(Declaratory Relief)

31. Camco repeats and realleges each and every allegation contained in the

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preceding paragraphs of Camco's Counterclaim, incorporates the same at this point by reference and further alleges:

32. Pursuant to Nevada Revised Statutes ("NRS") Chapter 30, the Uniform Declaratory Judgment Act, and more particularly, NRS 30.030 and NRS 30.040, Camco asks this Court to utilize its power to interpret the Agreement and declare the respective rights and obligations of the parties, if any, under the Agreement, including, without limitation, the complete or partial validity or invalidity of the Agreement, the terms and conditions, if any, under which HD Supply would be entitled to a commission thereunder, the duration or term of the Agreement, and the extent to which the Agreement is unconscionable and/or unenforceable.

33. It has become necessary for Camco to retain the services of the law firm of Woodbury, Morris & Brown to defend against the Complaint and to bring counterclaims against HD Supply, and Camco is therefore entitled to an award of attorneys' fees and costs incurred herein.

FIFTH CAUSE OF ACTION

(Attorneys' Fees)

34. Camco repeats and realleges each and every allegation contained in the preceding paragraphs of Camco's Counterclaim, incorporates the same at this point by reference and further alleges:

35. NRS 30.120 provides that "in any proceeding under NRS 30.010 to 30.160, inclusive, the Court may make such award of costs as may seem equitable and just."

36. In this case, pursuant to NRS Chapter 30, the Uniform Declaratory Judgment Act, and more particularly, NRS 30.030 and NRS 30.040, Camco has requested that this Court declare the rights, status and relationships between the parties under the Agreement. Camco has been forced to retain the services of an attorney and has incurred costs in seeking such declaratory relief from this Court.

37. Therefore, Camco asks this Court, pursuant to NRS 30.120, to award Camco the attorney's fees and costs that it incurs in the defense and prosecution of this litigation.

38. It has become necessary for Camco to retain the services of the law firm of

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Woodbury, Morris & Brown to defend against the Complaint and to bring counterclaims against HD Supply, and Camco is therefore entitled to an award of attorneys' fees and costs incurred herein.

WHEREFORE, Counterclaimant Camco prays as follows:

1. For this Court to enter judgment against Counterdefendant in an amount in excess of $10,000.00, plus interest at the contract rate;

2. For an award of reasonable attorneys' fees and costs for having to prosecute this action; and

3. For such other and further relief as the Court deems just and proper.

DATED this 26th day of April 2010.

WOODBURY, MORRIS & BROWN

/s/ Zachariah B. Parry
Steven L. Morris, Esq.
Nevada Bar No. 7454
Zachariah B. Parry, Esq.
Nevada Bar No. 11677
701 N. Green Valley Pkwy., Suite 110
Henderson, NV 89074-6178
Attorneys for Camco and Fidelity

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CERTIFICATE OF MAILING

I hereby certify that on the 26th day of April 2010, I served a copy of the **ANSWER TO HD SUPPLY & WATERWORKS, LP'S STATEMENT OF FACTS CONSTITUTING LIEN AND THIRD-PARTY COMPLAINT AND CAMCO PACIFIC CONSTRUCTION COMPANY INC.'S COUNTERCLAIM** by e-serving a copy on all parties listed in the Master Service List in accordance with the Electronic Filing Order entered in this matter.

/s/ Zachariah B. Parry
An Employee of Woodbury, Morris & Brown

WOODBURY, MORRIS & BROWN
701 N. Green Valley Parkway, Suite 110
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(702) 933-0777✦ Fax (702) 933-0778

ORDR

DISTRICT COURT

CLARK COUNTY, NEVADA

APCO CONSTRUCTION, INC., a Nevada corporation, Plaintiff, vs. GEMSTONE DEVELOPMENT WEST, INC., a Nevada corporation; NEVADA CONSTRUCTION SERVICES, a Nevada. corporation; SCOTT FINANCIAL CORPORATION, a North Dakota corporation; COMMONWEALTH LAM) TITLE INSURANCE COMPANY; FIRST AMERICAN TITLE INSURANCE COMPANY; and DOES I through X, Defendants. And all related matters.	Case No.: A-08-571228 Dept. No.: XXV Consolidated With: A-08-574391 A-08-574792 A-08-577623 A-09-580889 A-09-583289 A-09-584730 A-09-584960 A-09-587168 A-09-589195 A-09-589677 A-09-590319 A-09-592826 A-09-596924 A-09-597089

ELECTRONICALLY SERVED
07/02/2010 03:59:20 PM

ORDER STRIKING DEFENDANT GEMSTONE DEVELOPMENT WEST, INC.'S ANSWER AND COUNTERCLAIMS, AND ENTERING DEFAULT

The Court's Order to Show Cause why default should not be entered against GEMSTONE DEVELOPMENT WEST, INC. pursuant to EDCR 7.60 for failure to give reasonable attention to the matters captioned herein, failure to obtain new counsel pursuant to EDCR 7.42(b), and failure to appear at the hearing on Tuesday, April 13, 2010 came on for hearing on May 17, 2010 at 9:00 a.m. before the Honorable Kathleen E. Delaney. The Court, having reviewed the papers and pleadings on file herein, and oral argument presented hereto, and good cause appearing therefore:

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RECEIVED
MAY 27 2010
CLERK OF THE COURT

KATHLEEN E. DELANEY
DISTRICT JUDGE
DEPARTMENT TWENTY FIVE
LAS VEGAS NV 89155

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Defendant GEMSTONE DEVELOPMENT WEST, INC.'S Answer and Counterclaims are hereby stricken and default is entered against it.

DATED: May 25, 2010.

KATHLEEN E. DELANEY
District Court Judge

CERTIFICATE OF SERVICE

On or about the date filed, the undersigned served a true and correct copy of the foregoing **ORDER STRIKING DEFENDANT GEMSTONE DEVELOPMENT WEST, INC.'S ANSWER AND COUNTERCLAIMS, AND ENTERING DEFAULT** by U.S. Mail, postage prepaid, upon the following:

Gemstone Development West.. Inc.
c/o Alexander Edelstein
10170 W. Tropicana Ave., Suite 156-169
Las Vegas, NV 89147

Monica Caffaratti, Esq.
411 15th Avenue, #31
San Francisco, CA 94118

and by e-serving a copy on all parties listed in the Master Service List in accordance with the Electronic Filing Order entered in this matter.

Cindy Springberg
Judicial Executive Assistant

ELECTRONICALLY SERVED
06/06/2013 03:59:05 PM

ORIGINAL

MJUD
Gwen Rutar Mullins, Esq.
Nevada Bar No. 3146
Wade B. Gochnour, Esq.
Nevada Bar No. 6314
Howard & Howard Attorneys PLLC
3800 Howard Hughes Pkwy., Suite 1000
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Telephone (702) 257-1483
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wbg@h2law.com

Attorneys for APCO Construction

DISTRICT COURT
CLARK COUNTY, NEVADA

In Re Manhattan Mechanic's Lien Litigation	CASE NO.: A571228 DEPT. NO.: XXIX Consolidated with: 08A574391, 08A574792, 08A577623, 09A580889, 09A583289, 09A584730, 09A584960, 09A587168, A-09-589195-C, A-09-589677-C, A-09-590319-C, A-09-592826-C , A-09-596924-C, and A-09-597089-C **(1) APCO'S LIMITED MOTION TO LIFT STAY FOR PURPOSES OF THIS MOTION ONLY;** **(2) APCO'S MOTION FOR JUDGMENT AGAINST GEMSTONE ONLY; and** **(3) REQUEST FOR ORDER SHORTENING TIME** **Date:** **Time:**
AND ALL RELATED CASES AND MATTERS	

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Las Vegas, NV 89169
(702) 257-1483

(1) APCO'S LIMITED MOTION TO LIFT STAY FOR PURPOSES OF THIS MOTION ONLY; (2) APCO'S MOTION FOR JUDGMENT AGAINST GEMSTONE ONLY; and (3) REQUEST FOR ORDER SHORTENING TIME

APCO CONSTRUCTION ("APCO"), by and through its attorneys of record, Gwen Rutar Mullins, Esq. and Wade B. Gochnour, Esq., of the law firm of HOWARD & HOWARD ATTORNEYS PLLC, hereby requests that this Honorable Court lift the stay issued on November 30, 2012 for the sole purpose of considering APCO's Motion for Judgment against Gemstone Development West, Inc. ("Gemstone") relating only to the direct claims between APCO and Gemstone.

These Motions are made and based upon the papers and pleadings on file herein, the Points and Authorities attached, and any other evidence and argument presented at the time of the hearing hereof.

DATED this 5 day of June 2013.

HOWARD & HOWARD ATTORNEYS PLLC

Gwen Rutar Mullins, Esq.
Nevada Bar No. 3146
Wade B. Gochnour, Esq.
Nevada Bar No. 6314
3800 Howard Hughes Pkwy., Ste. 1000
Las Vegas, Nevada 89169-5914
Attorneys for APCO Construction

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ORDER SHORTENING TIME

GOOD CAUSE APPEARING THEREFORE, IT IS HEREBY ORDERED that the time set for hearing on (1) APCO'S LIMITED MOTION TO LIFT STAY FOR PURPOSES OF

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THIS MOTION ONLY; (2) APCO'S MOTION FOR JUDGMENT AGAINST GEMSTONE ONLY will be heard on the 13th day of June 2013 at 10:00 a.m.

DATED this 6th day of June 2013.

DISTRICT COURT JUDGE

Respectfully Submitted By:

HOWARD & HOWARD ATTORNEYS PLLC

Gwen Rutar Mullins, Esq.
Nevada Bar No. 3146
Wade B. Gochnour, Esq.
Nevada Bar No. 6314
3800 Howard Hughes Pkwy., Suite 1000
Las Vegas, NV 89169
Attorneys for APCO Construction

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AFFIDAVIT OF WADE B. GOCHNOUR, ESQ.

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

Wade B. Gochnour being first duly sworn according to law, deposes and says:

1. I am an attorney licensed to practice law in the state of Nevada and am counsel of record for APCO Construction in this action. I make this declaration in support of APCO's Application for Order Shortening Time.

2. APCO filed the action on September 9, 2008, and a First Amended Complaint on December 8, 2008.

3. On January 15, 2009, Gemstone filed its Answer to Complaint and Counterclaims.

4. On July 2, 2010, the Court issued an Order Striking Defendant Gemstone Development West, Inc.'s Answer and Counterclaims, and Entering Default.

5. On November 30, 2012, this Court issued a stay of these proceedings pending the outcome of the writ of mandamus proceedings currently before the Nevada Supreme Court in order to save the parties the time and effort of moving forward with discovery in this action.

6. An Order Approving Sale of Property was entered on April 25, 2013.

7. In connection with the sale, the parties have been working on various closing and sale documents.

8. During this process, we realized that APCO had not yet sought or received Judgment on the claims and defenses relating solely to Gemstone.

9. In order to clear up any issues relating to the claims and defenses between APCO and Gemstone only, prior to the sale, APCO is seeking an Order Shortening Time.

10. To be clear, APCO is seeking to obtain a Judgment against Gemstone only. **APCO is NOT seeking to obtain a binding determination of the validity of its lien, or the amount of that lien.** Those issues would remain open for later determination by the Court should this matter proceed further after determination of the writ proceedings.

11. The sale is currently set to close on or before June 17, 2013.

12. An order shortening time for these motions is appropriate so that the contractual claims and defenses between APCO and Gemstone can be resolved prior to the sale of the Property.

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13. These Motions are made in good faith and are not made to delay a trial or hearing of any other matter in this case.

I declare under penalty of perjury that the foregoing is true and correct.

DATED this 5th day of June 2013.

Wade B. Gochnour, Esq.

SUBSCRIBED AND SWORN to before
Me this 5th day of June 2013.

NOTARY PUBLIC in and
for said County and State

Notary Public - State of Nevada
County of Clark
KELLIE D. PIET
My Appointment Expires
No. 02-74893-1 April 12, 2014

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Las Vegas, NV 89169
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MEMORANDUM OF POINTS AND AUTHORITIES

I.

BACKGROUND AND PROCEDURAL HISTORY.

This case involves the construction of the ManhattanWest Mixed Use Project (the "Project"). APCO and its subcontractors performed construction work on the Project before the Project was shut down by Gemstone. Thereafter, APCO, and many of the subcontractors, filed mechanic's liens against the Project.

APCO filed its Complaint on September 9, 2008, and a First Amended Complaint on December 8, 2008. The First Amended Complaint included claims solely against Gemstone for Breach of Contract, Breach of the Duty of Good Faith and Fair Dealing, Violation of NRS 6247 Prompt Payment Act, Defamation, Declaratory Relief, Monies Due and Owing, and Interference with Contractual Relations. The First Amended Complaint also included claims against Gemstone, as well as others, for Unjust Enrichment. The remaining causes of action

were for Lien Foreclosure, Breach of Duty – Violation of NRS 627 and Priority Over Deeds of Trust.

On January 15, 2009, Gemstone filed its Answer to Complaint and Counterclaims. The Counterclaim asserted claims against APCO for Breach of Contract, Breach of the Implied Covenant of Good Faith and Fair Dealing, Slander of Title, Fraud, Intentional Interference with Contractual Relations, Intentional Interference with Prospective Business Advantage, Declaratory Relief, Release of Lien and Lis Pendens, and Attorney's Fees.

Subsequent to entering the action, Gemstone's counsel withdrew. After holding a hearing regarding the continuing participation by Gemstone in this action, the Court issued an Order Striking Defendant Gemstone Development West, Inc.'s Answer and Counterclaims, and Entering Default (the "Default Order") on July 2, 2010. Since the Default Order was issued, Gemstone has never moved to set the default aside, or otherwise appear in this action.

II.

ARGUMENT

1. APCO Is Entitled To Judgment Against Gemstone.

NRCP 55(b)(2) allows this Court to issue a Judgment against Gemstone. Gemstone has already been default by the Court as a result of the Default Order issued in 2010. Gemstone has been in default for almost three years.

Attached is the Affidavit of Randy Nickerl, Division Manager of APCO, setting out the following facts to support APCO's request for Judgment against Gemstone:

1. At all times relevant to this matter, APCO is, and has continued to be a duly licensed general contractor with an unlimited AB license, License No. 14563, in the State of Nevada.

2. APCO and Gemstone entered into the ManhattanWest General Construction Agreement for GMP (the "Agreement"), dated September 6, 2006. *See* Exhibit A to Mr. Nickerl's Affidavit.

3. The Agreement was drafted by Gemstone.

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4. Pursuant to the Agreement, APCO was to act as the General Contractor for the construction of the ManhattanWest Mixed-Use Development Project (the "Project").

5. After the Agreement was executed, APCO was informed by Gemstone for the first time that the Project would be constructed in two phases, with the first phase consisting of the construction of five (5) buildings.

6. APCO performed its work on the Project pursuant to the Agreement, and in accordance with all local and industry standards.

7. On or about June 20, 2008, APCO submitted its Application and Certification for Payment for the month ending May 31, 2008, requesting a total amount of $3,230,671.71 (the "May Application"). *See* Exhibit B to Mr. Nickerl's Affidavit.

8. Without prior warning, on or about July 2, 2008, Gemstone sent a letter to APCO, giving APCO notice of Gemstone's intent to withhold the sum of $226,360.88 from APCO's May Application, which represented APCO's fee for the billing period. *See* Exhibit C to Mr. Nickerl's Affidavit.

9. On or about July 8, 2008, APCO provided Gemstone its written notice of APCO's dispute of the intended withholding. *See* Exhibit D to Mr. Nickerl's Affidavit.

10. As of July 17, 2008, Gemstone still had not paid APCO any sums due for the May Application.

11. As a result of Gemstone's failure to make payment, APCO provided Gemstone with written notice of APCO's intent to stop work pursuant to NRS 624.610, if APCO was not paid in full for the May Application, by July 28, 2008. *See* Exhibit E to Mr. Nickerl's Affidavit.

12. After receiving the stop work notice, Gemstone paid APCO all amounts due under the May Application except for the sum of $226,360.88.

13. As a result of Gemstone's failure to make full payment of the May Application, APCO stopped work on the Project.

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14. After APCO stopped work on the Project, Gemstone paid APCO the outstanding sum of $226,360.88 from the May Application, and as a result, APCO returned to work on the Project.

15. During this time, APCO and Gemstone exchanged correspondence regarding many of the change order requests submitted by APCO, and Gemstone's failure and/or refusal to act upon or otherwise respond to the change order requests.

16. On or about July 18, 2008, APCO submitted its Application and Certification for Payment for the month ending June 30, 2008, requesting a total amount of $6,566,720.38 (the "June Application"). *See* Exhibit F to Mr. Nickerl's Affidavit.

17. Because Gemstone had not responded to several change order requests submitted by APCO, the June Application included these undisputed change order requests as provided for in NRS 624.610.

18. After submission of the June Application, discussions were held between APCO and Gemstone, and APCO agreed to accept less than all of the undisputed change orders.

19. Even after this agreement, on or about August 6, 2008, Gemstone provided APCO with notice of its intent to withhold the additional sum of $1,770,444.28, representing "all unapproved change order requests included in the June Progress Payment." *See* Exhibit G to Mr. Nickerl's Affidavit.

20. As of August 8, 2008, the date payment was due for the June Application, Gemstone had not made any payment for the June Application.

21. As a result of Gemstone's failure to make any payment on the June Application, APCO sent its notice of intent to stop work on Monday, August 11, 2008, noting that if APCO was not paid by August 21, 2008, APCO would stop work on the Project. *See* Exhibit H to Mr. Nickerl's Affidavit.

22. After receipt of APCO's written notice of intent to stop work for non-payment, Gemstone sent a letter on Friday, August 15, 2008, claiming that APCO was in breach of the contract and that Gemstone would terminate the Agreement for cause

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if the alleged breaches were not cured by Sunday, August 17, 2008 (the "Termination Letter"). *See* Exhibit I to Mr. Nickerl's Affidavit.

23. The Termination Letter actually set out what Gemstone stated were "Immediate Termination Breaches" and the "Curable Breaches."

24. As part of the "Immediate Termination Breaches," Gemstone included several items of work that had been completed by APCO months before, as Gemstone's grounds for termination of the Agreement. More specifically, Gemstone claimed APCO to be in breach for failure to supply rebar and concrete workers for concrete work. APCO and its subcontractors completed this work months before Gemstone's notice.

25. APCO, through its counsel, responded to each of the alleged grounds for termination on August 15, 2008, the same day that APCO received the Termination Letter, and noted that APCO would continue to work on the Project during the cure period. *See* Exhibit J to Mr. Nickerl's Affidavit.

26. Also on August 15, 2008, despite the cure period still being in effect, Gemstone improperly contacted several of APCO's subcontractors for the Project, notifying them that Gemstone was terminating its Agreement with APCO as of Monday, August 18, 2008, and that Gemstone already had a replacement general contractor in place.

27. On Monday, August 18, 2008, while at the Project site, Gemstone's CEO, Alex Edelstein, asked the APCO site personnel why they were still on the Project since they had been terminated.

28. As a result of these statements, APCO asked for written confirmation of Gemstone's position, and noted that APCO intended to continue to work on the Project until Gemstone no longer allowed APCO on the Project site, or until the deadline for APCO's stop work notice had run.

29. Ultimately, APCO was not paid for the June Application and stopped work on the Project on August 21, 2008.

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30. APCO provided Gemstone with written notice of APCO's intent to terminate the Agreement as of September 5, 2008. *See* Exhibit K to Mr. Nickerl's Affidavit.

31. Gemstone, without valid cause or reason, informed APCO that is was proceeding with its improper termination and ordered APCO off of the Project by Saturday, August 23, 2008.

32. Since payment for the June Application was not made in full by Gemstone, the Agreement terminated in accordance with APCO's notice of termination on September 5, 2008, and pursuant to NRS 624.610.

33. APCO complied with all material terms of the Agreement.

34. Gemstone materially breached the Agreement by, among other things:

    a. Failing to make payments due to APCO;

    b. Interfering with APCO's relationships with its subcontractors;

    c. Refusing to review, negotiate or consider change order requests in good faith;

    d. Removing APCO from the Project without valid or appropriate grounds; and

    e. Otherwise breaching the terms of the Agreement.

35. Gemstone owes APCO the principal amount of $20,782,659.95 under the terms of the Agreement for work performed by APCO.

See the attached Affidavit of Randy Nickerl, attached as Exhibit 1.

APCO hereby request that this Court grant APCO Judgment in the amount of $20,782,659.95. A proposed Findings of Fact, Conclusions of Law and Judgment in Favor of APCO Construction against Gemstone Development West, Inc., Only ("Proposed Judgment") is attached hereto as Exhibit 2 and incorporated herein by this reference.

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III.

CONCLUSION.

Based upon the above and foregoing, APCO respectfully request that this Court lift the stay and grant APCO's Motion for Judgment against Gemstone, as set forth in the Proposed Judgment.

DATED this 5th day of June 2013.

HOWARD & HOWARD ATTORNEYS PLLC

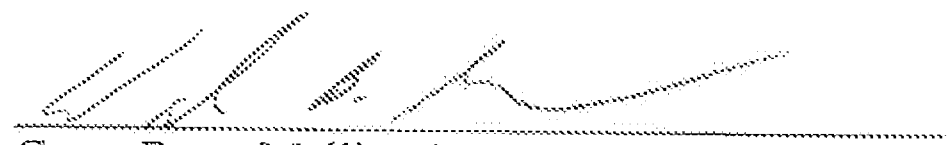

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EXHIBIT 1

EXHIBIT 1

EXHIBIT 1

AFFT
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Attorneys for APCO Construction

DISTRICT COURT
CLARK COUNTY, NEVADA

In Re Manhattan Mechanic's Lien Litigation	CASE NO.: A571228 DEPT. NO.: XXIX Consolidated with: 08A574391, 08A574792, 08A577623, 09A580889, 09A583289, 09A584730, 09A584960, 09A587168, A-09-589195-C, A-09-589677-C, A-09-590319-C, A-09-592826-C , A-09-596924-C, and A-09-597089-C **AFFIDAVIT OF RANDY NICKERL IN SUPPORT OF (1) APCO'S LIMITED MOTION TO LIFT STAY FOR PURPOSES OF THIS MOTION ONLY; (2) APCO'S MOTION FOR JUDGMENT AGAINST GEMSTONE ONLY** **Date:** **Time:**
AND ALL RELATED CASES AND MATTERS	

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AFFIDAVIT OF RANDY NICKERL IN SUPPORT OF (1) APCO'S LIMITED MOTION TO LIFT STAY FOR PURPOSES OF THIS MOTION ONLY; (2) APCO'S MOTION FOR JUDGMENT AGAINST GEMSTONE ONLY

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

I, Randy Nickerl, being first duly sworn, depose and state:

1. I am over 18 years of age, a resident of the State of Nevada, and competent to testify to the matters contained in this Affidavit, which are based upon my personal knowledge, except as to those matters that are based upon my information and belief. As to those matters, I believe them to be true.

2. This Affidavit is given in support of (1) APCO'S LIMITED MOTION TO LIFT STAY FOR PURPOSES OF THIS MOTION ONLY and (2) APCO'S MOTION FOR JUDGMENT AGAINST GEMSTONE ONLY (jointly referred to as the "Motion").

3. I am the Division Manager of APCO Construction ("APCO").

4. At all times relevant to this matter, APCO is, and has continued to be, a duly licensed general contractor with an unlimited AB license, License No. 14563, in the State of Nevada.

5. APCO and Gemstone entered into the ManhattanWest General Construction Agreement for GMP (the "Agreement"), dated September 6, 2006. *See* Exhibit A attached hereto.

6. The Agreement was drafted by Gemstone.

7. Pursuant to the Agreement, APCO was to act as the General Contractor for the construction of the ManhattanWest Mixed-Use Development Project (the "Project").

8. After the Agreement was executed, I was informed by Gemstone for the first time that the Project would be constructed in two phases, with the first phase consisting of the construction of five (5) buildings.

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9. APCO performed its work on the Project pursuant to the Agreement, and in accordance with all local and industry standards.

10. On or about June 20, 2008, APCO submitted its Application and Certification for Payment for the month ending May 31, 2008, requesting a total amount of $3,230,671.71 (the "May Application"). *See* Exhibit B attached hereto.

11. Without prior warning, on or about July 2, 2008, Gemstone sent a letter to APCO, giving APCO notice of Gemstone's intent to withhold the sum of $226,360.88 from APCO's May Application, which represented APCO's fee for the billing period. *See* Exhibit C attached hereto.

12. On or about July 8, 2008, APCO provided Gemstone its written notice of APCO's dispute of the intended withholding. *See* Exhibit D attached hereto.

13. As of July 17, 2008, Gemstone still had not paid APCO any sums due for the May Application.

14. As a result of Gemstone's failure to make payment, APCO provided Gemstone with written notice of APCO's intent to stop work pursuant to NRS 624.610, if APCO was not paid in full for the May Application, by July 28, 2008. *See* Exhibit E attached hereto.

15. After receiving the stop work notice, Gemstone paid APCO all amounts owed under the May Application except for the sum of $226,360.88.

16. As a result of Gemstone's failure to make full payment of the May Application, APCO stopped work on the Project.

17. After APCO stopped work on the Project, Gemstone paid APCO the outstanding sum of $226,360.88 owed on the May Application, and as a result, APCO returned to work on the Project.

18. During this time, APCO and Gemstone exchanged correspondence regarding many of the change order requests submitted by APCO, and Gemstone's failure and/or refusal to act upon or otherwise respond to the change order requests.

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19. On or about July 18, 2008, APCO submitted its Application and Certification for Payment for the month ending June 30, 2008, requesting a total amount of $6,566,720.38 (the "June Application"). *See* Exhibit F attached hereto.

20. Because Gemstone had not responded to several change order requests submitted by APCO, the June Application included these undisputed change order requests as provided for in NRS 624.610.

21. After submission of the June Application, discussions were held between APCO and Gemstone, and APCO agreed to accept less than all of the undisputed change orders.

22. Even after this agreement, on or about August 6, 2008, Gemstone provided APCO with notice of its intent to withhold the additional sum of $1,770,444.28, representing "all unapproved change order requests included in the June Progress Payment." *See* Exhibit G attached hereto.

23. As of August 8, 2008, the date payment was due for the June Application, Gemstone had not made any payment for the June Application.

24. As a result of Gemstone's failure to make any payment on the June Application, APCO sent its notice of intent to stop work on Monday, August 11, 2008, noting that if APCO was not paid by August 21, 2008, APCO would stop work on the Project. *See* Exhibit H attached hereto.

25. After receipt of APCO's written notice of intent to stop work for non-payment, Gemstone sent a letter on Friday, August 15, 2008, claiming that APCO was in breach of the contract and that Gemstone would terminate the Agreement for cause if the alleged breaches were not cured by Sunday, August 17, 2008 (the "Termination Letter"). *See* Exhibit I attached hereto.

26. The Termination Letter set out what Gemstone stated were "Immediate Termination Breaches" and "Curable Breaches."

27. As part of the "Immediate Termination Breaches," Gemstone included several items of work that had been completed by APCO months before, as Gemstone's grounds for termination of the Agreement. More specifically, Gemstone claimed APCO to be in breach for

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failure to supply rebar and concrete workers for concrete work. APCO and its subcontractors completed this work months before Gemstone's notice.

28. APCO, through its counsel, responded to each of the alleged grounds for termination on August 15, 2008, the same day that APCO received the Termination Letter, and noted that APCO would continue to work on the Project. *See* Exhibit J attached hereto.

29. Also on August 15, 2008, despite the cure period still being in effect, Gemstone improperly contacted several of APCO's Subcontractors for the Project, notifying them that Gemstone was terminating its Agreement with APCO as of Monday, August 18, 2008, and that Gemstone already had a replacement general contractor in place.

30. On Monday, August 18, 2008, while at the Project site, Gemstone's CEO, Alex Edelstein, asked the APCO site personnel why they were still on the Project since they had been terminated.

31. As a result of these statements, APCO asked for written confirmation of Gemstone's position, and noted that APCO intended to continue to work on the Project until Gemstone no longer allowed APCO on the Project site, or until the deadline for APCO's stop work notice had run.

32. Ultimately, APCO was not paid for the June Application and stopped work on the Project on August 21, 2008.

33. APCO provided Gemstone with written notice of APCO's intent to terminate the Agreement as of September 5, 2008. *See* Exhibit K attached hereto.

34. Gemstone, without valid cause or reason, informed APCO that is was proceeding with its improper termination and ordered APCO off of the Project by Saturday, August 23, 2008.

35. Since payment for the June Application was not made in full by Gemstone, the Agreement terminated in accordance with APCO's notice of termination on September 5, 2008, and pursuant to NRS 624.610.

36. APCO complied with all material terms of the Agreement.

37. Gemstone materially breached the Agreement by, among other things:

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a. Failing to make payments due to APCO;

b. Interfering with APCO's relationships with its subcontractors;

c. Refusing to review, negotiate or consider change order requests in good faith;

d. Removing APCO from the Project without valid or appropriate grounds; and

e. Otherwise breaching the terms of the Agreement.

38. Gemstone owes APCO the principal amount of $20,782,659.95 under the terms of the Agreement for work performed by APCO.

Further Affiant sayeth naught.

DATED this 5th day of June 2013.

RANDY NICKERL

SUBSCRIBED AND SWORN TO
before me this 5th day of June 2013.

NOTARY PUBLIC in and for
said County and State.

MARY JO ALLEN
Notary Public State of Nevada
No. 01-70568-1
My appt. exp. Aug. 16, 2013

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EXHIBIT A

EXHIBIT A

EXHIBIT A

ManhattanWest
General Construction Agreement for GMP

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ManhattanWest
General Construction Agreement for GMP

This General Construction Agreement for GMP (the "Agreement") is made as of September 6, 2007 (the "Effective Date") between Gemstone Development West, Inc. ("Developer") and Asphalt Products Corporation, (dba APCO Construction, "General Contractor") for the ManhattanWest mixed-use development project described in the Contract Documents (the "Project") and located at the following Assessors Parcel Numbers: 163-32-101-003, 163-32-101-004, 163-32-101-005, 163-32-101-010, and 163-32-101-014 (the "Project Site").

Developer and General Contractor hereby agree as set forth below.

ARTICLE I
GENERAL PROVISIONS

1.01 Contract Documents. General Contractor has received the list of exclusions, express inclusions, and documents set forth on **Exhibit A** attached to this Agreement, and such exclusions, express inclusions, documents are hereby incorporated into this Agreement (the "Contract Documents"). The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Project by General Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. Upon delivery to General Contractor of any updates to the Contract Documents, such updates shall be automatically incorporated into this Agreement.

1.02 Defined Terms. Unless otherwise defined in this Agreement, all capitalized terms contained in this Agreement are defined in the Glossary of Defined Terms attached to this Agreement as **Exhibit B**.

1.03 Schedule of Values. Within 10 days of the Effective Date, General Contractor shall submit the Schedule of Values to Developer for approval. Upon receipt of the Schedule of Values, Developer shall either request revisions to its allocations or approve it in writing.

ARTICLE II
GENERAL CONTRACTOR RESPONSIBILITIES

In exchange for the consideration to be provided to General Contractor pursuant to Article V, General Contractor shall provide the following services (the "Services").

2.01 General.

(a) General Contractor agrees to (i) complete the Work, (ii) furnish efficient business administration and superintendence, and (iii) use its best

efforts to complete the Project in the best and soundest way and in the most expeditious and economical manner consistent with the interest of Developer.

(b) Developer maintains the right to perform work related to the Project and to award separate contracts in connection with other work at the Project Site, and General Contractor agrees to cooperate with such efforts. If part of the Work depends for proper execution upon the construction or operations by Developer or a separate contractor, General Contractor shall, prior to the point at which it would cause a delay, report to Developer apparent discrepancies or defects in such other construction or operations that would render it unsuitable for such proper execution and results.

2.02 Third-Party Service Providers.

(a) General Contractor shall engage contractors, subcontractors, sub-subcontractors, service providers, professionals, engineers, agents, vendors and suppliers (the "Third-Party Service Providers") to perform the Work. General Contractor shall incorporate the terms and obligations of this Agreement into its contracts, purchases orders, and other agreements with any Third-Party Service Providers (the "Third-Party Agreements").

(b) Within 10 days of the execution of any Third-Party Agreement, General Contractor shall furnish to Developer copies of such Third-Party Agreement and the company name, company principal's name, billing address, contact information, project manager's name, superintendent's name, and contractor license number of each Third-Party Service Provider.

(c) General Contractor shall propose only Third-Party Service Providers who have demonstrated the ability to provide good workmanship and have provided evidence of being in a financially stable position. Developer may require the replacement of any Third-Party Service Provider that will not provide Upgrades at a reasonable price, as determined by Developer in its sole discretion.

(d) General Contractor shall afford Developer's separate contractors reasonable opportunity for introduction and storage of their materials and equipment for the execution of their work. General Contractor shall incorporate and coordinate the Work with the work of Developer's separate contractors.

(e) Provided that all undisputed outstanding invoices have been paid by Developer, final unconditional waivers shall be obtained by General Contractor from all Third-Party Service Providers and from all other persons or entities that could possibly have any right to make a lien against the Project or the Project Site.

(f) General Contractor shall conduct a weekly safety meeting and a weekly coordination meeting with all of the Third-Party Service Providers and invite Developer to attend such meetings. Notwithstanding any provision of this Agreement, upon receipt of a written request from Developer to meet with any Third-Party Service Provider, General Contractor will immediately schedule, hold, and attend such meeting or meetings with Developer and such Third-Party Service Provider.

(g) Nothing contained in this Agreement shall create a contractual relationship between any Third-Party Service Provider and Developer, except that it is understood and agreed that Developer is an intended third-party beneficiary of all Third-Party Agreements.

2.03 Pre-Construction Coordination.

(a) General Contractor shall review the Contract Documents in a timely and comprehensive manner to ascertain the requirements of the Project and shall review such requirements with Developer.

(b) General Contractor shall review with Developer alternative approaches to design and construction of the Project and shall use its best efforts to establish, in consultation with Developer, the most cost-effective and time-effective approach to the Project.

2.04 Construction Coordination.

(a) Before starting the Work, General Contractor shall review the Contract Documents to insure that the Contract Documents are consistent with each other and adequately describe the Work, but General Contractor shall not be responsible for the design of the Project. If General Contractor observes that portions of the Contract Documents are at variance therewith, subject to Section 2.05(c), General Contractor shall promptly make all necessary changes to correct such variance at no cost to Developer. Developer shall not be liable for any additional costs or project delays for any such changes; provided however, that such additional costs, delays or changes have not been clarified by General Contractor pursuant to the review to be conducted by General Contractor pursuant to this Section 2.04(a). In the event that during the course of the Work, previously undetectable inconsistencies among the Contract Documents are discovered and General Contractor can demonstrate that such (i) inconsistencies were undetectable and (ii) the correction of such previously undetectable inconsistencies has been the sole cause of a delay in the Work, General Contractor may submit a Change Order requesting an adjustment to the Required Completion Dates for the directly affected Buildings, and Developer will consider such adjustment request in good faith.

(b) At all times, General Contractor shall be responsible for distributing current and coordinated Contract Documents to all of the Third-Party

Service Providers. Developer shall not be responsible for any additional costs which result from General Contractor's failure to provide current and coordinated Contract Documents to the Third-Party Service Providers; provided however, that General Contractor has received the most current version of the Contract Documents.

(c) Prior to commencing the Work, General Contractor shall take field measurements, verify field conditions and carefully compare such field measurements and conditions and other information known to General Contractor with the Contract Documents. Errors, omissions, discrepancies and inconsistencies shall be corrected immediately. The failure to take field measurements or verify field conditions shall not relieve General Contractor from the responsibility to perform the required Work without additional cost to Developer.

(d) General Contractor shall verify all information supplied by Developer to General Contractor. If the information provided by Developer is not sufficient, Developer shall furnish the services necessary to gather such additional necessary information. In the event that (i) Developer or the Architect makes a change to the Contract Documents and Developer or the Architect fail to provide General Contractor with such revised version of the Contract Documents prior to the commencement of the Work directly involving such change and (ii) it was not reasonably possible for General Contractor to notice the failure in advance, the resulting Change Order shall make provisions for adjusting the applicable Required Completion Date(s) and GMP to accommodate General Contractor for the lost time and costs associated with such failure.

2.05 Construction Changes.

(a) Within 72 hours of discovery, General Contractor will deliver to Developer written notice of anything which would impact any Completion Period or the Contract Sum.

(b) Any contemplated change by General Contractor of any Third-Party Service Provider after the Effective Date, must first be communicated in writing to Developer.

(c) General Contractor shall not make changes in the design or construction of the Project without the prior written consent of Developer. Any changes to the design of the Project shall be shown on the as-built drawings provided by General Contractor at Final Completion. Any savings derived from value engineering changes approved by Developer shall be distributed as follows:

Source of Savings	Developer	General Contractor

Any Changes Instigated or Provided by Developer	100%	0%
Changes in Material Instigated by General Contractor	75%	25%
Changes in Construction Methods Instigated by General Contractor	50%	50%

Developer's share of any such savings are due as a credit against the Progress Payment immediately following the approval of the corresponding change by Developer.

2.06 Permitting, Regulation and Documentation.

(a) Subject to Section 3.02, General Contractor shall be solely responsible for obtaining any and all approvals, permits, fees, bonds, licenses, and inspections of the various government agencies, utility providers, or any other third-parties including, without limitation, the Certificate of Occupancy for each Building. General Contractor shall investigate the requirements, develop the necessary contacts and develop a professional relationship with the required governmental agencies so as not to delay any approval, permits, licenses and inspections. Failure of General Contractor to comply with these requirements shall not entitle General Contractor to any adjustment in the Contract Sum or any Completion Period; provided however, that if (i) such failure can be specifically and clearly traced to an action by Developer (that was not approved by General Contractor) or an inaction by Developer (that was requested in-advance and in writing by General Contractor) that materially damaged the professional relationship between General Contractor and the government agencies responsible for regulating the Project and (ii) such damage negatively impacted the Work or the Schedule, the resulting Change Order shall make reasonable provisions for adjusting the applicable Required Completion Date(s) and GMP to accommodate General Contractor for the lost time and costs associated with such damage, and Developer will consider such adjustment request in good faith. Inspection delays or, in the opinion of General Contractor, "unreasonable" code interpretations or requirements by inspectors, shall not be justification for any adjustment to the Contract Sum or any Completion Period.

(b) Subject to Section 3.02, General Contractor shall perform and coordinate all of the services required to obtain the ordering, coordination, construction, hook-up, installation, inspection, and commencement of any utility services required by the Project pursuant to the Schedule. Furthermore, General Contractor shall perform the Work in any order reasonably requested by Developer, or as required, to allow for the installation of permanent electrical power services from Nevada Power and permanent gas services from Southwest Gas as early as possible.

(c) General Contractor shall order, coordinate, and install all signage (i) set forth in the Contract Documents or (ii) necessary for the issuance of any Certificate of Occupancy.

(d) General Contractor shall give notices and comply with laws, ordinances, rules, regulations and lawful orders of public authorities relating to the Project.

(e) General Contractor shall maintain, in good order, at the Project Site one record copy of the drawings, specifications, product data, samples, shop drawings, Change Orders and other modifications, marked currently to record changes made during construction. These documents shall be delivered to Developer at Final Completion prior to the Final Payment. In addition, General Contractor shall develop and turn over to Developer one complete set of as-built drawings at Final Completion prior to the Final Payment.

(f) Subject to Section 3.02, tests, inspections and approvals of portions of the Work required by the Contract Documents or governing municipalities, laws, rules, regulations and ordinances shall be made at an appropriate time. General Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory acceptable to Developer. General Contractor shall inform Developer, in a timely manner, when tests will be conducted. General Contractor shall submit one copy of all test results to Developer.

(g) General Contractor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement, and the accounting and control systems shall be satisfactory to Developer. Provided that Developer executes General Contractor's standard non-disclosure agreement, Developer and Developer's accountants shall be afforded access to, and shall be permitted to audit and copy, General Contractor's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the Contract Documents. General Contractor shall preserve these documents for a period of three years after Final Payment, or for such longer period as may be required by law. Developer shall ensure the confidentiality of all records obtained from General Contractor pursuant to this Section 2.06(g).

2.07 **Construction.**

(a) General Contractor shall perform or have performed the Work necessary to construct the Project pursuant to the Contract Documents and the Schedule.

(b) General Contractor shall furnish at all times an adequate supply of workers and materials to complete the Work pursuant to the Schedule.

(c) General Contractor shall provide, or cause to be provided, and shall pay for engineering, labor, materials, equipment, tools, cartage, construction services and Work, construction equipment and machinery, water, heat, utilities, transportation, safety precautions and programs, and other facilities and services necessary for proper construction, execution and completion of the Work, whether temporary or permanent. Notwithstanding the previous provisions of this Section 2.07(c), (i) upon issuance of the Certificate of Occupancy for a Building, the account with Nevada Power for the electrical power for such Building and the account with Southwest Gas for the gas service for such Building shall be established in the name of Developer; (ii) after Building Completion of such Building, the cost of the electrical power and gas for such Building shall be paid by Developer; and (iii) during the period of time between the Certificate of Occupancy for a Building and the Building Completion of such Building, the cost of the electrical power and gas for such Building shall be divided between Developer and General Contractor as follows:

Party	Portion of Electrical Cost
Developer	75%
General Contractor	25%

(d) General Contractor shall provide its own onsite trailer which shall be shared by General Contractor and Developer's representatives. The costs of such trailer shall be shared pro rata by the parties based on the number of General Contractor and Developer employees assigned to and primarily located at the Project Site.

(e) Services shall only be performed by General Contractor and qualified Third-Party Service Providers.

(f) General Contractor shall be responsible for and shall coordinate all construction means, methods, techniques, sequences and procedures.

(g) The compensation provided to General Contractor herein shall include, and General Contractor shall pay for, all sales, consumer, use and similar taxes in effect during the Project.

(h) General Contractor shall review, approve, and submit to Developer for approval, Final Working Drawings, product data, samples and similar submittals required by the Project or Contract Documents with reasonable promptness and in such sequence as to avoid delay in the Work or in the activities of Developer or any Third-Party Service Provider. Upon receipt of such documents and a written notice from General Contractor that the rapid resolution of the issues presented in such documents is essential to avoid delays

in the Project, Developer will use its best efforts to respond, or have its third-party service providers respond, within five business days.

(i) General Contractor shall perform no portion of the Work requiring submittal and review of Final Working Drawings, shop drawings, project data, samples or similar submittals until the respective submittal has been approved by Developer. Such Work shall be in accordance with approved submittals.

(j) General Contractor shall keep the premises free from accumulation of waste materials or rubbish caused by General Contractor's operations and shall keep the Project Site neat, organized, clean and safe. Prior to Final Completion, General Contractor shall remove from and about the Project Site General Contractor's tools, equipment, machinery, surplus materials, waste materials and rubbish. In the event that General Contractor fails to perform pursuant to this Section 2.07(j), Developer may have the work performed at the sole cost of General Contractor.

(k) General Contractor shall provide adequate security to the Project Site to avoid theft and vandalism.

(l) During construction of a Building, upon receipt of a written request from Developer, General Contractor will provide Developer with any requested keys for such Building. No later than 24 hours after the receipt of the Certificate of Occupancy for a Building, General Contractor will deliver to Developer a complete set of keys for each lock in such Building.

(m) Developer shall have unlimited access to the Project Site, subject only to standard applicable safety policies. Developer may expel General Contractor, any Third-Party Service Providers, and any other third-party from the Project Site with reasonable cause.

(n) By 10:00 a.m. each morning, General Contractor shall provide Developer with access to copies of its daily reports from the previous day and such other reports as shall be requested by Developer. Such daily reports shall (i) be presented in a format to be approved by Developer; (ii) include, without limitation, the outside air temperature, weather conditions, Project Site conditions, construction progress, material deliveries, inspection schedule and results, accidents, and a count of each individual that was working on the Project that day broken out by trade and applicable Third-Party Service Provider; and (iii) be on a time-lapsed basis; and (iv) be subsequently typed and delivered to Developer at the subsequent Montly Review.

(o) Upon receipt of a written request from Developer, General Contractor shall, within 24 hours, provide Developer a copy of any correspondence or agreements with any Third-Party Service Provider.

(p) Within 24 hours of receipt by General Contractor, General Contractor shall deliver to Developer copies of any correspondence from any government or regulatory authority or any submittals or requests for information from any Third-Party Service Providers.

(q) General Contractor shall take adequate steps to prevent the Work from unduly disturbing the neighbors surrounding the Project.

(r) General Contractor shall be responsible for any cutting, fitting or patching required to complete the Work or to make its parts fit together properly. General Contractor shall not damage or endanger any portion of the Work or fully or partially completed construction of Developer or separate contractors by cutting, patching or otherwise altering such construction, or by excavation.

(s) General Contractor shall confine operations at the Project Site to areas permitted by law, ordinances, permits, and the Contract Documents and shall not unduly encumber the Project Site with materials or equipment.

(t) For Buildings 2 and 3, General Contractor shall coordinate the integration of the tenant/buyer improvements into such buildings and their respective systems.

(u) For Buildings 2 and 3, General Contractor will construct the improvements of any gray shell spaces at an aggregate price for all materials and labor that is equal to $70 per square foot for basic office space to be built pursuant to the Office Space Specifications. To the extent necessary, General Contractor shall allow for adjustments to the Office Space Specifications by individual buyers and negotiate, in good faith and pursuant to local market prices, any corresponding adjustment to the price per square foot.

2.08 Quality Control Corrective Work, and Warranty.

(a) General Contractor shall keep Developer informed, on a regular and consistent basis, of the progress and quality of the Work and shall inform Developer within 48 hours of General Contractor's discovery of any fault or defect in the Work.

(b) General Contractor shall be responsible to Developer for acts, errors and omissions of General Contractor's employees, and parties in privity of contract with General Contractor, who perform a portion of the Work, including the Third-Party Service Providers and those in privity of contract with such parties.

(c) General Contractor warrants to Developer that all materials and equipment incorporated in the Work will be new, unless otherwise specified,

and that the Work will be good quality, free from faults and defects, and in conformance with the Contract Documents.

(d) Whether observed before or after Final Completion General Contractor shall correct (i) Work reasonably rejected by Developer, (ii) Work known to be defective, (iii) Work failing to conform to the Contract Documents or (iv) defective Work resulting from defective materials, defective construction or craftsmanship, or defective design documents generated by General Contractor. All corrections to the above inadequate or defective Work shall commence within 72 hours; provided however, that in an emergency situation, such corrections shall commence immediately. All corrections to the above inadequate or defective Work shall be corrected by the end of the shorter of the following time periods: (A) within 30 calendar days or (B) within the amount of time necessary to prevent a delay to any applicable Required Completion Date. The cost of correcting such Work shall be paid by General Contractor, including, without limitation, any additional testing, inspections, and compensation for the Architect's and engineers' services and expenses made necessary thereby. General Contractor shall not be responsible for repairing any damage caused by Developer or individual buyers during the move-in process; provided however, that until Building Completion, it shall be assumed that any damage, for which the cause cannot be clearly determined, was caused by the Third-Party Service Providers and not Developer or individual buyers. To the extent that corrective work is requested by an individual buyer or an owners association, all deadlines in this Section 2.08(d) are subject to any stricter deadlines that are set forth in Section 2.12.

(e) General Contractor shall ensure that a properly factory authorized qualified representative is present when systems, materials or equipment are installed for which a warranty is to be issued by the manufacturer, distributor, insurer or other named party as provided in the Contract Documents. For example, this requirement shall specifically apply to roofing, exterior coatings, and below grade waterproofing.

(f) General Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by Developer's approval of Final Working Drawings, shop drawings, product data, samples or similar submittals unless General Contractor has specifically informed Developer in writing of such deviation at the time of submittal and Developer has given written approval to the specific deviation. General Contractor shall not be relieved of responsibility for errors or omissions in Final Working Drawings, shop drawings, product data, samples or similar submittals by Developer's approval thereof. The limitations on liability set forth in this Section 2.08(f) apply only to Developer and shall not be construed to limit the Architect's liability.

2.09 Inspections and Punch Lists.

(a) General Contractor shall inspect the Work daily for quality assurance purposes. In addition, at each of the following construction stages, General Contractor shall inspect and approve in writing, the work as of such stage, and such written approvals shall be delivered to Developer prior to commencement of the subsequent construction stage:

(i) Upon completion of the installation of the mechanical, electrical, and plumbing systems, and prior to the hanging of any drywall;

(ii) Upon completion of the drywall, tape, and texturing, and prior to the application of paint to the walls and trim; and

(iii) Upon completion of the Work, but prior to the joint General Contractor-Developer inspections set forth in Section 2.09(b).

(b) As soon as reasonably possible but no later than 60 days prior to the Required Completion Date for a given Building, General Contractor will determine the actual date that the Certificate of Occupancy will be attained (the "Estimated Certificate of Occupancy Date") and notify Developer of such date. Approximately 30 days prior to the Estimated Certificate of Occupancy Date, General Contractor and Developer will begin inspecting such Building and the Corresponding Common Area and creating lists of items to be corrected in each unit and the Corresponding Common Area (the "Developer Punch Lists"). Developer reserves the right to submit additional Punch Lists until Final Completion. General Contractor will have 15 days from the issuance of a Developer Punch List to make the required corrections and obtain written approval of such corrections from Developer (the "First Correction Period"). In the event that any items on a Developer Punch List are not corrected prior to the expiration of the First Correction Period, General Contractor shall pay as liquidated damages (and not as a penalty) $500 for each unit that contains any such uncorrected Developer Punch List items.

(c) Upon receipt of written notice from Developer that an individual purchaser is available for an inspection, General Contractor, Developer, and such individual purchaser will schedule and conduct an inspection of the corresponding unit within the Building and create a list of items to be corrected (the "Buyer Punch Lists"). In the event that a given residential unit is not under contract for purchase after the end of the First Correction Period, Developer has the right to conduct additional purchaser inspections and submit additional Buyer Punch Lists until the earlier of the following (i) the completion of all of the other requirements for the corresponding Building Completion and (ii) the close of escrow on the purchase of such unit. General Contractor will have 15 days from the issuance of a given Buyer Punch List to make the required corrections and obtain written approval of such corrections from Developer and Buyer (the "Second Correction Period"). In the event that any items on a Buyer Punch List are not corrected prior to the expiration of the

Second Correction Period, General Contractor shall pay as liquidated damages (and not as a penalty) $500 for each unit that contains any such uncorrected Buyer Punch List items.

(d) General Contractor and Developer shall schedule a follow-up walk-through prior to the expiration of the Express Warranty period to review and document any deficient or defective items that were not caused by the occupants of the Project. Such deficient or defective items shall be corrected within five business days of such walk-through. Upon completion of such corrections, Developer will sign off on the Express Warranty.

2.10 Completion.

(a) The Work within or related to each Building shall be deemed completed upon the (i) completion of the Work in such Building and the Corresponding Common Area; (ii) issuance of the Certificate of Occupancy for such Building; (iii) completion of any corrections that are requested by Developer, set forth on a Developer Punch List or Buyer Punch List, or required by the Clark County Building Department; and (iv) delivery of the applicable Completion Documents (collectively, a "Building Completion"). The Project shall be deemed completed upon the Building Completion of each Building (collectively "Final Completion"). Notwithstanding the previous provisions of this Section 2.10(a), in the event that, because a given residential unit is not under contract for purchase by a buyer or a given buyer fails to submit a Buyer Punch List upon request, the corresponding Buyer Punch List for such residential unit is not available on the date that the other requirements of Sections 2.10(a)(i-iv) are met by General Contractor, Building Completion will be deemed attained without regard to such non-existent Buyer Punch List; provided however, that upon the sale of such unit, the eventual buyer may submit a Buyer Punch List that shall be completed by General Contractor within 30 days.

(b) Once Building Completion is attained and the Architect has executed a written document stating that such Building and the Corresponding Common Area has been completed per the Contract Documents, Developer shall assume responsibility for such Building and the Corresponding Common Area's security, maintenance, heating, utilities, and insurance as well as any subsequent damage to such buildings or areas.

2.11 Developer Acceptance. If Developer prefers to accept Work which is defective or deficient and is not in accordance with the requirements of the Contract Documents, Developer may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be incorporated into a Change Order and shall be effective whether or not Payment has been made.

2.12 Warranty.

(a) In addition to performing any of the corrective work pursuant to this Article II, General Contractor shall extend to Developer such warranties as are customary in the industry within Nevada. In addition, General Contractor shall, for no less than two years from the date of the applicable Certificate of Occupancy, correct any Work that (i) does not conform to the Contract Documents or applicable industry standards, (ii) is not of good and workmanlike quality and free from faults and defects, and (iii) is not suitable for the use for which it is intended due to defects in construction (collectively, the "Express Warranty"); provided however, that such Express Warranty shall only apply to Buildings 2 and 3 for a period of one year instead of the two year period that applies to the other Buildings. To partially offset the potential cost of honoring the second year of the Express Warranty, Developer shall allow for a $180,000 allowance to be added to the GMP via a Change Order. Such allowance shall only be used to cover the cost of Express Warranty items during the second year of the Express Warranty, and if such amount is not used, any remaining balance shall be returned to Developer at the end of the Express Warranty for the final Building. It is expressly understood that (i) such allowance is merely intended as a contribution and (ii) General Contractor is solely responsible for all other costs associated with honoring the Express Warranty.

(b) General Contractor will cooperate with Developer's customer service policies and representatives to the extent that such cooperation is required for the servicing of the Express Warranty. Upon receipt of a non-Emergency warranty complaint from Developer, any of the Project's owners associations, or an individual homeowner, at a minimum, General Contractor will (i) respond to every such complaint placed during working days within 24 hours, (ii) respond to every such complaint placed on weekends and holidays within 60 hours, (iii) begin work to correct the problem underlying such complaint within 24 hours, and (iv) to the extent reasonably possible, correct the problem underlying such compliant within five days but in no event later than 30 days. Upon receipt of any Emergency warranty item, General Contractor shall respond immediately to such inquiry and correct such Emergency problem within an additional eight hours.

(c) The Express Warranty relates only to specific obligations of General Contractor to correct the Work and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor the time within which proceedings may be commenced to establish General Contractor's liability with respect to General Contractor's obligations other than specifically to correct the Work.

(d) As between Developer and General Contractor, any applicable statute of limitation shall not commence to run prior to the applicable Building Completion even if the underlying actions took place prior to the underlying Building Completion.

(e) To further enhance General Contractor's commitment to the Project and the Express Warranty, within 10 days of the Effective Date, General Contractor shall enter into a standard purchase agreement with Developer and deliver the corresponding purchase deposit for the purchase of one residential unit from among the options presented by Developer and at a purchase price that is discounted by 2.5% for the first unit and 5% for any subsequent units.

2.13 General Contractor Staffing.

(a) General Contractor shall provide the levels of on-site and off-site staffing necessary to furnish efficient business administration and supervision for the Project. Notwithstanding the previous sentence, for the construction of Buildings 2, 3, 7, 8, and 9 ("Phase I"), General Contractor shall provide, at a minimum, the following level of fulltime staffing for the Project:

(i) One Project Manager
(ii) One Project Supervisor
(iii) Three Supervisors (one for each building type)
(iv) Two Assistant Supervisors
(v) Two Project Engineers
(vi) One Project Administrator
(vii) One Accountant

(b) Notwithstanding the final sentence of Section 2.13(a), (i) General Contractor may provide lower levels of staffing for Phase I if the only Work in progress is the foundations for Phase I and (ii) General Contractor will not be required to fill the positions set forth in Section 2.13(a)(iv) and (v); provided however, that if at any Monthly Review, a Recovery Schedule is required, General Contractor must, within 30 days, strictly comply with the staffing requirements set forth in the final sentence of Section 2.13(a) for the remainder of the Project. In the event that the Work on additional buildings is commenced prior to the completion of Phase I, additional staffing must be added. Furthermore, for each phase after Phase I, General Contractor must maintain a level of staffing that is commensurate with the level of staffing set forth in the final sentence of Section 2.13(a), as adjusted for the number of buildings then under construction.

(c) Each of the individuals serving in the above positions must have the level of skill and experience commensurate with such position as determined by General Contractor.

(d) Upon the written request of Developer, General Contractor shall provide the resumes of any General Contractor employee associated with the Project. Furthermore, Developer may, by providing a reasonable written explanation, require the removal of any General Contractor employee or affiliate associated with the Project.

(e) Primary communication must take place between Developer's authorized representative and General Contractor's Project Manager. All requests, directives, orders and/or changes must go through such team members before implementation can occur.

2.14 Upgrades Coordination.

(a) Developer will sell upgrades to various units within the Project (the "Upgrades") to be installed by Third-Party Service Providers to be selected by Developer and General Contractor (the "Upgrade Vendors"). General Contractor shall be responsible for the proper installation of such Upgrades as if they were incorporated into the Contract Documents as part of the Project.

(b) General Contractor shall execute independent agreements with each Upgrade Vendor.

(c) General Contractor will not be entitled to any extension of any Completion Period as a result of problems that arise in connection with the installation of the Upgrades unless a Change Order is executed by Developer expressly allowing such extension. If a fixture or appliance that is necessary for a given Upgrade is not available at the time that it must be installed, upon receipt of written notice of such unavailability from General Contractor, Developer will, within five business days, provide to General Contractor direction regarding an alternative fixture or appliance, as applicable. If Developer fails to provide such direction within such five business days, General Contractor may submit, and Developer will execute, a Change Order whereby the applicable Required Completion Dates are extended by the number of days equal to each day between the expiration of such five business day deadline and the date that the requested direction is actually provided, but only to the extent that such delay actually causes a delay to the Work.

(d) General Contractor understands that the Upgrades are subject to change, but the Schedule includes, or will include, dates after which no additional changes to the Upgrades will be allowed without the express written consent of General Contractor.

2.15 Framing and Drywall Minimums.

(a) There shall be a minimum of 50 (i) adequately trained drywall hangers working on each eight-hour shift for each individual Type I, Type IV, and Type V Building at anytime that the Schedule calls for the hanging of drywall in such Building and (ii) adequately trained framers working on each eight-hour shift for each individual Type I, Type IV, and Type V Building at anytime that the Schedule calls for the construction of framing in such Building; provided however, that such number of framers may be reduced to 40 during the framing of the first floor of such Building.

(b) At anytime that the Schedule calls for the hanging of drywall or the construction of framing, the Work shall be performed by the corresponding drywall hangers or framers in two separate eight-hour shifts per day. The number of members for each shift shall be subject to the minimums set forth in Section 2.15(a), and each of the 50 man crews for each such shift must be comprised of different individuals.

(c) It is the intent of Sections 2.15(a) and (b) that there will be 800 framing man-hours and 800 drywall hanging man-hours per day whenever framing and/or drywall hanging is called for by the Schedule. Notwithstanding Section 2.15(a) and (b), to the extent that there is insufficient daylight to allow for two eight-hour shifts of framers per day, General Contractor may reduce the length of the second shift; provided however, that the number of framers working during the first shift must be increased to maintain a minimum of 800 framing man-hours per day.

(d) The minimums set forth in Sections 2.15(a), (b), and (c) shall be maintained by General Contractor at no additional cost to Developer.

2.16 Failure to Perform. Notwithstanding any provision of this Agreement, in the event that General Contractor defaults or neglects to provide the Services or comply with any provision of this Article II, after providing 48 hours notice, Developer may, without prejudice to any other remedies, correct such deficiencies and charge all reasonable and related costs to General Contractor. Notwithstanding any provision of this Agreement, the cost of any dispute arising out of this Section 2.16, including reasonable legal fees and expenses, shall be solely borne by General Contractor.

ARTICLE III
OWNER RESPONSIBILITIES

3.01 Contract Documents. Developer shall provide General Contractor with the current Contract Documents.

3.02 Fees. Developer shall pay the fees required to obtain such permits, entitlements, approvals, licenses, and inspections required by Sections 2.06 (a), (b), and (f); provided however, that if the Work does not meet the requirements of any inspection, General Contractor will pay the fees required to have such Work re-inspected, including any overtime fees requested by Developer and agreed to by the relevant inspectors.

3.03 Representative. Developer shall designate a qualified representative authorized to act on Developer's behalf with respect to the Project. Such representative will be employed fulltime and shall have the level of skill and experience commensurate with such position. Developer shall provide written notice if its designated representative is changed.

3.04 Responsiveness. Developer shall render decisions and furnish required information and services to General Contractor with reasonable promptness in order to avoid delay in the orderly progress of the Services.

3.05 Developer Observers. Solely at its discretion, Developer may appoint additional on-site project representatives to observe the Work and to have such other responsibilities as Developer may determine in its sole discretion.

ARTICLE IV
TIME

4.01 Project Schedule.

(a) Attached as Exhibit C to this Agreement is the schedule for the Work (the "Schedule") separately setting forth the time period between the Authorized Start Date and the Required Completion Date for each Building Type (each referred to as a "Completion Period"). The "Authorized Start Date" is the date that Developer authorizes General Contractor, in writing, to begin the Work on a given Building and the Corresponding Common Areas. The "Required Completion Date" is the date that a given Building Completion must be attained based on the corresponding Authorized Start Date and Completion Period for such Building and the Corresponding Common Area. The Authorized Start Date for a given Building may not precede the date that Developer has obtained the permits necessary to begin the Work on such Building.

(b) The Schedule shall also set forth the trades required for each portion of the Work and the aggregate number of weeks of Work to be performed by each trade. The Schedule shall rely on the critical path scheduling method, and Developer, General Contractor, and all Third-Party Service Providers shall strictly adhere to all Critical Path items.

(c) The Authorized Start Date for each Building will be established and may be revised by Developer in its sole and absolute discretion. In the event that the sequencing of the Authorized Start Dates after Phase I results in the simultaneous construction of more than five buildings and General Contractor can provide adequate evidence of an unavailability of adequate Third-Party Service Providers to perform such simultaneous Work, General Contractor may submit a Change Order requesting an adjustment to the Required Completion Dates for the Buildings in excess of the five that are then under construction, and Developer will consider and negotiate such adjustment request in good faith.

(d) General Contractor must anticipate weather patterns and delays. The Schedule will not be adjusted based on delays caused by weather falling within the historical weather patterns for Las Vegas, Nevada.

(e) In addition to the updates to the Schedule required by this Section 4.01, General Contractor shall also deliver a two week look-ahead schedule at the end of every second week. Such schedule shall be in the format reasonably requested by Developer.

(f) General Contractor shall update the Schedule on a monthly basis until the applicable Building Completion. A separate copy of each updated Schedule shall be posted at the Project Site and delivered to Developer.

(g) Notwithstanding any provision of this Agreement, any changes to the Schedule that lengthen a Completion Period will require the execution of a Change Order by Developer expressly approving such change.

(h) General Contractor shall be responsible for coordinating all of the activities required for governmental inspections and all activities required to obtain a Certificate of Occupancy by any Required Completion Date.

(i) Completion Periods shall not be extended for delays to the Project which occur as a direct result of financial problems or financial failure of General Contractor or any Third-Party Service Provider(s).

(j) Notwithstanding any provision of this Agreement, Developer may delay the Authorized Start Date for any given Building and the Corresponding Common Areas. By delivering written notice to General Contractor, Developer may suspend any portion of the Work at anytime. If, prior to Final Completion, Developer completely stops the Work on all of the Buildings for more than 30 days and the Third-Party Service Providers actually remove their equipment from the Project Site, upon recommencement of the Work, Developer shall pay a re-mobilization fee equal to the sum of the (i) fees actually paid by General Contractor to have such equipment returned to the Project Site and (ii) costs incurred by General Contractor to return its equipment to the Project Site. For purposes of the Building Liquidated Damages, any suspension pursuant to this Section 4.01(j) shall result in a unilateral adjustment by Developer of the Schedule to reflect the revised Authorized Start Date(s) and/or Required Completion Date(s).

4.02 Schedule Supervision. On the last business day of each month, Developer shall formally evaluate the progress of the Work compared to the amount of Work that should have been completed as of such date pursuant to the Schedule (the "Monthly Review"). To the extent that Developer determines at a Monthly Review, that the Work is behind Schedule on any given Building, General Contractor shall deliver, within 48 hours, a make-up schedule setting forth the actions that General Contractor will undertake to get the corresponding Work back on Schedule prior to the next Monthly Review (the "Recovery Plan"). Any additional costs associated with the additional manpower and overtime necessary to execute any Recovery Plan will be borne

IN THE SUPREME COURT OF THE STATE OF NEVADA

Supreme Court Case No. 77320
***Consolidated with* 80508**

HELIX ELECTRIC OF NEVADA, LLC,

Appellant,

v.

APCO CONSTRUCTION, INC., A NEVADA CORPORATION,

Respondent.

JOINT APPENDIX
VOLUME 2

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Docket 77320 Document 2020-37997

CHRONOLOGICAL APPENDIX OF EXHIBITS

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06-24-09	**Helix Electric's Statement of Facts Constituting Lien and Third-Party Complaint**	**JA000001-JA000015**	**1**
08-05-09	**APCO's Answer to Helix's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint**	**JA000016 – JA000030**	**1**
04-26-10	**CAMCO and Fidelity's Answer and CAMCO's Counterclaim**	**JA000031-JA000041**	**1**
07-02-10	**Order Striking Defendant Gemstone Development West, Inc.'s Answer and Counterclaim and Entering Default**	**JA000042-JA000043**	**1**
06-06-13	**APCO's Limited Motion to Lift Stay for Purposes of this Motion Only; (2) APCO's Motion for Summary Judgment Against Gemstone Only; and (3) Request for Order Shortening Time**	**JA000044-JA000054**	**1**
	Exhibit 1 – Affidavit of Randy Nickerl in Support of (I) APCO's Limited Motion to Lift Sta for Purposes of this Motion Only; (2) APCO's Motion for Judgment Against Gemstone Only	JA000055-JA000316	1/2/4/5/6
	Exhibit 2 – Findings of Fact and Conclusions of Law and Judgment in Favor of APCO Construction Against Gemstone Development West, Inc. Only	JA000317-JA000326	6

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08-02-17	**Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements and *Ex Parte* Application for Order Shortening Time**	**JA000328-JA000342**	**6**
	Exhibit 1 – APCO Construction's Answers to Helix Electric of Nevada, LLC's First Request for Interrogatories	JA000343-JA00379	6
	Exhibit 2 – Camco Pacific Construction Company, Inc.'s Responses to Helix Electric of Nevada, LLC's Interrogatories	JA000380-JA000392	6
08-21-17	**APCO Construction's Opposition to Peel Brimley Lien Claimants' Partial Motion for Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements**	**JA000393-JA000409**	**6/7**
	Exhibit A – Excerpt from 30(b)(6) Witness for Helix Electric of Nevada, LLC taken July 20, 2017	JA000410-JA000412	7
09-28-17	**Peel Brimley Lien Claimants' Reply to Oppositions to Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements**	**JA000413-JA00418**	**7**
11-06-17	**Peel Brimley Lien Claimants' Motion in Limine Nos. 1-6**	**JA000419-JA000428**	**7**

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	Exhibit 1 – Notice of Entry of Order	JA000429 JA000435	7
	Exhibit 2 – Amended Notices of 30(b)(6) Deposition of Camco Pacific Construction Company, Inc. from Cactus Rose Construction, Inc., Fast Glass, Inc.'s, Heinaman Contract Glazing, Inc. and Helix Electric of Nevada, LLC's	JA000436-JA000472	7/8
	Exhibit 3 – Excerpt from David E. Parry's Deposition Transcript taken June 20, 2017	JA000473 JA00489	8
	Exhibit 4 – Cactus Rose Construction, Inc.'s First Set of Request for Admissions to Camco Pacific Construction	JA00490 JA000500	8
	Exhibit 5 – Fast Glass, Inc.'s First Set of Request for Admissions to Camco Pacific Construction	JA000501-JA000511	8
	Exhibit 6 – Heinaman Contract Glazing, Inc.'s First Set of Request for Admissions to Camco Pacific Construction	JA000512-JA000522	8
	Exhibit 7 – Helix Electric of Nevada, LLC's First Set of Request for Admissions to Camco Pacific Construction	JA000523-JA000533	8
11-06-17	**Helix Electric of Nevada's Motion *in Limine* Nos. 1-4**	**JA000534-JA000542**	**8**
	Exhibit 1 – Notice of Entry of Order	JA000543-JA000549	8
	Exhibit 2 – Helix Electric of Nevada, LLC's Amended Notice of 30(b)(6) Deposition of APCO Construction	JA000550 JA000558	8/9

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	Exhibit 3 - Excerpts from Brian Benson Deposition Transcript taken June 5, 2017	JA000559 JA000574	9
	Exhibit 4 – Excerpts from Mary Jo Allen's Deposition Transcript taken July 18, 2017	JA000575- JA000589	9
11-06-17	**APCO Construction, Inc.'s Omnibus Motion *in Limine***	**JA000590 JA000614**	**9**
	Exhibit 1 – Second Amended Notice of taking NRCP Rule 30(b)(6) Deposition of Person Most Knowledgeable for Zitting Brothers Construction, Inc.	JA000615- JA000624	9
	Exhibit 2 – Zitting Brothers Construction, Inc.'s Motion for Partial Summary Judgment Against APCO Construction	JA000625- JA000646	9
	Exhibit 3 – Excerpts from Samuel Zitting's Deposition Transcript taken October 27, 2017	JA000647- JA000678	9/10
	Exhibit 4 – Statement of Facts Constituting Lien on Behalf of Buchele, Inc.	JA000679- JA000730	10
	Exhibit 5 – Subcontract Agreement dated April 17, 2007	JA000731- JA000808	10/11
	Exhibit 6 – Subcontract Agreement dated April 17, 2007	JA000809- JA000826	11/12
	Exhibit 7 – Email from Mary Bacon dated October 16, 2017	JA000827- JA000831	12
	Exhibit 8 – Email from Mary Bacon dated October 17, 2017	JA000832- JA000837	12
	Exhibit 9 – Email from Eric Zimbelman dated October 17, 2017	JA000838- JA000844	12
	Exhibit 10 – Special Master Report, Recommendation and District Court Order	JA00845- JA000848	12

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	Exhibit 11 – Plaintiff in Intervention, National Wood Products, Inc.'s Initial Disclosures Pursuant to NRCP 16.1	JA000849-JA000856	12
	Exhibit 12 – Plaintiff in Intervention, National Wood Products, Inc.'s First Supplemental Disclosures Pursuant to NRCP 16.1	JA000857-JA000864	12
	Exhibit 13 – Amended Notice of Taking NRCP Rule 30(b)(6) Deposition of Person Most Knowledgeable for Helix Electric of Nevada, LLC	JA000865-JA000873	12
	Exhibit 14 – Excerpts from Helix Electric of Nevada, LLC's 30(b)(6) Witness Deposition Transcript taken July 20, 2017	JA000874-JA000897	12
11-14-17	**Camco Pacific Construction Company, Inc.'s Opposition to Lien Claimants' Motions in Limine Nos. 1-6**	**JA000898-JA000905**	**12**
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	Exhibit B – Scott Financial Corporation's April 28, 2009 letter to the Nevada State Contractor's Board	JA000908-JA000915	2/13
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	Exhibit D – Camco Pacific's letter dated December 22, 2008	JA000918-JA000920	13
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	Exhibit 2 – Helix Electric's Manhattan West Billing/Payment Status through August 2008	JA000967-JA000969	16/17
	Exhibit 3 – Excerpts from the Deposition Transcript of Andrew Rivera taken July 20, 2017	JA000970-JA000993	17/18/19
11-14-17	**Helix Electric of Nevada's Opposition to APCO Construction's Omnibus Motion *in Limine***	**JA000994-JA001008**	**20**
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	Exhibit 3 – Special Master Order Requiring Completion of Questionnaire	JA001056-JA001059	20
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	Exhibit 5 - Excerpts from the Deposition Transcript of David E. Parry taken June 20, 2017	JA001065 JA001132	20/21
11-15-17	**APCO Construction, Inc.'s Reply in Support of its Omnibus *Motion in Limine***	**JA001133 JA001148**	**21**

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12-29-17	**Notice of Entry of Order Granting in Part and Denying in Part APCO Construction's Omnibus Motion *in Limine***	**JA001178-JA001186**	**22**
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	Exhibit 10 – Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA001386-JA001392	26
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Date	Description	Bates Number	Volume(s)
	Granting Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements		
01-10-18	**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**	**JA001561-JA001573**	**27**
01-12-18	**Joint Pre-Trial Memorandum [for APCO Construction, Inc., the Peel Brimley Lien Claimants and National Wood Products, LLC ONLY]**	**JA001574-JA001594**	**27/28**
	Exhibit 1 – Exhibit List APCO	JA001595-JA001614	28
	Exhibit 2 – Helix Trial Exhibits	JA001615-JA001616	28
	Exhibit 3 – Exhibit List Plaintiff in Intervention National Wood Products, Inc.	JA001617-JA001635	28
	Exhibit 4 – Cactus Rose Trial Exhibits	JA001636-JA001637	28
	Exhibit 5 – Heinaman Trial Exhibits	JA001638-JA001639	28
	Exhibit 6 – Fast Glass Trial Exhibits	JA001640-JA001641	28
	Exhibit 7 – SWPPP Trial Exhibits	JA001642-JA001643	28
	Exhibit 8 - Order Granting in Part and Denying in Part APCO Construction's Omnibus Motion *in Limine*	JA001644-JA001647	28

Date	Description	Bates Number	Volume(s)
	Exhibit 9 - Amended *nunc pro tunc* order regarding APCO Construction, Inc.'s Omnibus Motion *in Limine* No. 7	JA001648-JA001650	28
	Exhibit 10 - Order Granting in Part and Denying in part Helix Electric of Nevada, LLC's Motions *in Limine* 1-4 (Against APCO Construction)	JA001651-JA001653	28
	Exhibit 11 - order granting Peel Brimley Lien Claimants' Motion in Limine Nos.1-6 (against Camco Pacific Construction, Inc.)	JA001654-JA001657	28
	Exhibit 12 - Order Granting Plaintiff in Intervention, National Wood Products, Inc.'s Motion *in Limine*	JA001658-JA001660	28
	Exhibit 13 - Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA001661-JA00167	28/9/29
01-17-18	**Transcript Bench Trial (Day 1)**[1]	**JA001668-JA001802**	**29/30**
	Trial Exhibit 1 - Grading Agreement ***(Admitted)***	JA001803-JA001825	30
	Trial Exhibit 2 – APCO/Gemstone General Construction Agreement ***(Admitted)***	JA001826-JA001868	30
	Trial Exhibit 3 - Nevada Construction Services /Gemstone Cost Plus/GMP Contract Disbursement Agreement ***(Admitted)***	JA001869-JA001884	30

[1] Filed January 31, 2018

Date	**Description**	**Bates Number**	**Volume(s)**
	Trial Exhibit 4 - APCO Pay Application No. 9 Submitted to Gemstone ***(Admitted)***	JA001885-JA001974	30/31/32
	Trial Exhibit 5 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work ***(Admitted)***	JA001975-JA001978	32
	Trial Exhibit 6 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work ***(Admitted)***	JA001979-JA001980	32
	Trial Exhibit 10 - Letter from J. Barker to A. Edelstein Re: Notice of Intent to Stop Work (Second Notice) ***(Admitted)***	JA001981-JA001987	32
	Trial Exhibit 13 - Letter from A. Edelstein to Re. Nickerl Re: Termination for Cause (Gemstone) ***(Admitted)***	JA001988-JA002001	32
	Trial Exhibit 14 - Letter from W. Gochnour to Sean Thueson Re: [APCO's] Response to [Gemstone's] Termination for Cause ***(Admitted)***	JA002002-JA002010	33
	Trial Exhibit 15 - Letter from R. Nickerl to A. Edelstein Re: 48-Hour Notices ***(Admitted)***	JA002011-JA002013	33
	Trial Exhibit 16 - Email from J. Horning to A. Berman and J. Olivares re: Joint Checks ***(Admitted)***	JA002014	33
	Trial Exhibit 23 - APCO Subcontractor Notice of Stopping Work and Letter from J. Barker to A. Edelstein Re: Notice of Stopping Work and Notice of Intent to Terminate Contract ***(Admitted)***	JA002015-JA002016	33

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 24 - Letter from R. Nickerl to Clark County re: Notification of APCO's withdrawal as General Contractor of Record ***(Admitted)***	JA002017-JA002023	33
	Trial Exhibit 26 - Email from J. Gisondo to Subcontractors re: June checks ***(Admitted)***	JA002024	34
	Trial Exhibit 27 - Letter from A. Edelstein to R. Nickerl re: June Progress Payment ***(Admitted)***	JA002025-JA002080	34
	Trial Exhibit 28 - Letter from J. Barker to A. Edelstein Re: Termination of Agreement for GMP ***(Admitted)***	JA002081	34
	Trial Exhibit 31 - Transmission of APCO's Pay Application No. 11 as Submitted to Owner ***(Admitted)***	JA002082-JA002120	34/35
	Trial Exhibit 45 - Subcontractor Agreement ***(Admitted)***	JA002121-JA002146	35
	Trial Exhibit 162 - Amended and Restated General Construction Agreement between Gemstone and CAMCO ***(Admitted)***	JA002147-JA002176	35/36
	Trial Exhibit 212 - Letter from Edelstein to R. Nickerl re: NRS 624 Notice ***(Admitted)***	JA002177-JA002181	36
	Trial Exhibit 215 - Email from C. Colligan to Subcontractors re: 48-hour Termination Notice ***(Admitted)***	JA002182-JA002185	36
	Trial Exhibit 216 - Email from C. Colligan re: Meeting with Subcontractors ***(Admitted)***	JA002186-JA002188	36
	Trial Exhibit 506 – Email and Contract Revisions ***(Admitted)***	JA002189 – JA002198	36

Date	Description	Bates Number	Volume(s)
01-18-18	**Stipulation and Order Regarding Trial Exhibit Admitted into Evidence**	**JA002199-JA002201**	**36**
	Exhibit 1 – Exhibit List APCO	JA002208-JA002221	36
	Exhibit 2 – Helix Trial Exhibits	JA002222-JA002223	36
	Exhibit 3 – Exhibit List Plaintiff in Intervention National Wood Products, Inc.	JA002224-JA002242	36/37
	APCO TRIAL EXHIBITS:		
	APCO Related Exhibits:		
	Trial Exhibit 7 - Letter from Scott Financial to APCO re: Loan Status	JA002243	37
	Trial Exhibit 8 - APCO Pay Application No. 10 as submitted to Owner	JA002244-JA002282	37/38
	Trial Exhibit 12 and 107 - Email from C. Colligan to Subcontractors re: Subcontractor Concerns	JA002283-JA002284	38
	Trial Exhibit 17 – Video (Construction Project)	JA002285	N/A
	Trial Exhibit 18 – Video (Construction Project)	JA002286	N/A
	Trial Exhibit 19 – Video (Construction Project)	JA002287	N/A
	Trial Exhibit 20 – Video (Construction Project)	JA002288	N/A
	Trial Exhibit 21 – Video (Construction Project)	JA002289	N/A
	Trial Exhibit 22 – Video (Construction Project)	JA002290	N/A

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 29 - Email from J. Robbins to Subcontractors re: Billing Cut-Off for August Billing	JA002285	39
	Trial Exhibit 30 - Camco Pay Application No. 11 NCS-Owner Approved with NCS Draw Request	JA002286-JA002306	39
	Trial Exhibit 32 and 125 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixture installed)	JA002307-JA002308	39
	Trial Exhibits 33 and 126 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed)	JA002309-JA002310	39
	Exhibit 34 and 128 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed)	JA002311-JA002312-	40
	Trial Exhibit 35 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002313-JA002314	40
	Exhibit 36 and 130 -Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002315-JA002316	40
	Trial Exhibits 37 and 131 -Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002317-JA002318	40
	Trial Exhibits 38 and 132 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002319-JA002320	41

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 39 -Email from K. Costen to Subcontractors informing that Manhattan West Project no longer open	JA002321-JA002322	41
	Trial Exhibit 40- Letter from D. Parry to Subcontractors Re: Funding Withdrawn	JA002323 JA002326	41
	HELIX Related Exhibits:		41
	Trial Exhibit 46 - Helix Pay Application No. 16713-008R1 with Proof of Payment	JA002327-JA002345	41
	Trial Exhibit 47 - Helix Pay Application No. 16713-009R1 with Proof of Payment	JA002346-JA002356	41
	Trial Exhibit 48 - Email from R. Nickerl to B. Johnson Re: Work Suspension Directive	JA002357-JA002358	41
	Trial Exhibit 49 -Helix Pay Application No. 16713-010R2 with Proof of Payment	JA002359-JA002364	41/42
	Trial Exhibit 50 - Unconditional Waiver and Release re: Pay Application No. 8 with Copy of Payment	JA002365-JA002366	42
	Trial Exhibit 51 - Photo re: Building 8 & 9, South (No Exterior fixtures installed. Helix billed out at 90%)	JA002367-JA002368	42
	Trial Exhibit 52 -Photo re: Building 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002369-JA002370	42
	Trial Exhibit 53 -Photo re: Building - 2 & 3, West (No Exterior fixtures installed. Helix billed out at 90%)	JA002371-JA002372	42

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 54 - Photo re: Building - 2 & 3, East (No Exterior fixtures installed. Helix billed out at 90%)	JA002373-JA002374	42
	Trial Exhibit 55 - Photo re: Building 2 & 3, East (No Exterior fixtures installed. Helix billed out at 90%)	JA002375-JA002376	42
	Trial Exhibit 56 - Photo re: Building 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002377-JA002378	42
	Trial Exhibit 57 - Photo re: Building 2 & 3, and 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002379-JA002381	42
	Trial Exhibit 58 - Helix Pay Application No. 16713-011R1 submitted to Owner	JA002382-JA002391	42
	Trial Exhibit 59 - Helix Pay Application No. 16713-011R1 given to Camco with Proof of Payment	JA002392-JA002405	43
	Trial Exhibit 60 - Helix Retention Rolled to Camco	JA002406-JA002415	43
	Trial Exhibit 61 - Unconditional Waiver and Release re: all Invoices through June 30, 2008 with Proof of Payment	JA002413-JA002415	43
	Trial Exhibit 62 - Photo re: Building 8 & 9, South	JA002416-JA002417	43
	Trial Exhibit 63 - Photo re: Building 2 & 3, West	JA002418-JA002419	43
	Trial Exhibit 64 - Photo re: Building 2 & 3, West	JA002420-JA002421	43
	Trial Exhibit 65 - Photo re: Building 2 & 3, South	JA002422-JA002423	43

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 66 - Letter of transmittal from Helix to APCO re: Helix Pay Application No. 16713-011R1	JA002424-JA002433	43
	Trial Exhibit 67 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002435-JA002436	43
	Trial Exhibit 68 -Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002437-JA002438	43
	Trial Exhibit 69 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002439-JA002440	43
	Trial Exhibit 70 - Photo re: Building 8 & 9, South (No exterior fixtures installed. Helix billed out 90%)	JA002441-JA002442	43
	Trial Exhibit 71 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002443-JA002444	43
	Trial Exhibit 72 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002445-JA002446	43
	Trial Exhibit 73 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002447-JA002448	43
	Trial Exhibit 74 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002448-JA002449	43

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 75 - Unconditional Release re: Pay Application No. 16713-011R1 with Proof of Payment	JA002450-JA002456	43
	Exhibit 77 - Helix Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA002457-JA002494	43
	Zitting Brothers Related Exhibits:		
	Trial Exhibit 100 - Check No. 14392 payable to Zitting ($27,973.80); Progress Payment No. 7	JA002495-JA002497	44
	Trial Exhibit 101 - Email from R. Nickerl to R. Zitting re: Change Orders	JA002498-JA002500	44
	Trial Exhibit 102 -Email from L. Lynn to J. Griffith, et al. re: Change Order No. 00011 "pending"	JA002501-JA002503	44
	Trial Exhibit 103- Email from R. Zitting to R. Nickerl re: change orders adjusted to $30 per hour	JA002504-JA002505	44
	Trial Exhibit 104 - Email from R. Zitting to R. Nickerl re: change orders adjusted to $30 per hour with copies of change orders	JA002506-JA002526	44
	Trial Exhibit 105 - Ex. C to the Ratification – Zitting Quotes	JA002527-JA002528	44
	Trial Exhibit 106 - Unconditional Lien Release – Zitting ($27,973.80)	JA002529	44
	Trial Exhibit 108 - Photo of Video (Construction Project)	JA002530-JA002531	44
	Trial Exhibit 109 - Photo of Video (Construction Project)	JA002532-JA002533	44

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 110 - Photo of Video (Construction Project)	JA002534-JA002535	44
	Trial Exhibit 111 - Photo of Video (Construction Project)	JA002536-JA002537	44
	Trial Exhibit 112 - Photo of Video (Construction Project)	JA002538-JA002539	44
	Trial Exhibit 113 -Photo of Video (Construction Project)	JA002550-JA002541	44
	Trial Exhibit 114 -Photo of Video (Construction Project)	JA002542-JA002543	44
	Trial Exhibit 115 - Progress Payment No. 9 Remitted to Zitting	JA002544-JA002545	44
	Trial Exhibit 116 - Ratification and Amendment of Subcontract Agreement between Buchele and Camco	JA002546-JA002550	44
	Trial Exhibit 117 - C to the Ratification	JA002551-JA002563	44
	Trial Exhibit 118 - Q&A from Gemstone to subcontracts	JA002564-JA002567	44
	Trial Exhibit 119 - Check No. 528388 payable to APCO ($33,847.55) – Progress Payment No. 8.1 and 8.2	JA002568-JA002571	44
	Trial Exhibit 120 - Tri-City Drywall Pay Application No. 7 to APCO as submitted to Owner. Show percentage complete for Zitting	JA002572-JA002575	44/45
	Trial Exhibit 127 - Photo of Video (Construction Project)	JA002576-JA002577	45/46
	Trial Exhibit 128 - Photo of Video (Construction Project)	JA002578-JA002579	46
	Trial Exhibit 129 - Photo of Video (Construction Project)	JA002580-JA002581	46

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 138 - Memo from Scott Financial to Nevada State Contractors Board Re: Explanation of Project Payment Process	JA002582-JA002591	46
	Trial Exhibit 152 -Terms & Conditions modified by APCO, Invoices and Check Payment	JA002592-JA002598	46
	National Wood Products Related Exhibits:		
	Trial Exhibit 160 - Documents provided for settlement	JA002599-JA002612	46
	CAMCO Related Exhibits:		
	Trial Exhibit 163 - Camco Pay Application No. 12 to Gemstone	JA002613-JA002651	46/47
	Trial Exhibit 165 - Letter from D. Parry to A. Edelstein re: Gemstone losing funding for project	JA002652-JA002653	47
	Trial Exhibit 166 - Letter from D. Parry to G. Hall re: withdrawal of funding	JA002654 JA002656	47
	Helix Related Exhibits:		47
	Trial Exhibit 169 - Helix Exhibit to Standard Subcontract Agreement with Camco	JA 002665 JA002676	47/48
	Trial Exhibit 170 - Subcontract Agreement between Helix and Camco (unsigned)	JA002677-JA002713	48
	Trial Exhibit 171 - Work Order No. 100	JA002714-JA002718	48
	Trial Exhibit 172 - Letter from J. Griffith to Victor Fuchs Re: Gemstone's intention to continue retention of Helix w/copy of Ratification and Amendment of Subcontract Agreement	JA002719-JA002730	48

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 173 - Helix Pay Application No. 16713-012 to Camco with proof of payment	JA002731-JA002745	48
	Trial Exhibit 174 - Helix Change Order Request No. 28	JA002746-JA002747	48
	Trial Exhibit 175 - Change Notice No. 41	JA002748-JA002751	48
	Trial Exhibit 176 - Helix Pay Application No. 16713-013 to Camco	JA002752-JA002771	48/49
	Trial Exhibit 177 - Helix Pay Application No. 16713-014 to Camco	JA002772-JA002782	49
	Trial Exhibit 178 - Camco's letter to Helix rejecting Pay Application No. 16713-015 with attached copy of Pay Application	JA002783 JA002797	49
	National Wood/Cabinetec Related Exhibits:		
	Trial Exhibit 184 - Ratification and Amendment of Subcontract Agreement between CabineTec and Camco (fully executed copy)	JA002798-JA002825	49
	General Related Exhibits:		
	Trial Exhibit 218 - Camco/Owner Pay Application No. 11 w/Backup	JA002826-JA003028	50/51/52
	Trial Exhibit 220 - Camco/Owner Pay Application No. 12 w/Backup	JA003029-JA003333	52/53/54/55
	Trial Exhibit 313 - Letter from A. Edelstein to R. Nickerl re: NRS 624 Notice	JA003334-JA003338	55
	Helix Trial Exhibits:		
	Trial Exhibit 501 - Payment Summary	JA003339 – JA003732	55/56/57 /58/59/60
	Trial Exhibit 508 – Helix Pay Application	JA003733-JA003813	60/61

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 510 - Unsigned Subcontract	JA003814-JA003927	61/62
	Trial Exhibit 512 - Helix's Lien Notice	JA003928-JA004034	62/63
	Trial Exhibit 522 - Camco Billing	JA004035-JA005281	63/64/65/66/67/68/69/70/71/72/73/74/75/76/77
01-19-18	**Order Denying APCO Construction's Motion for Reconsideration of Order Granting Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements**	**JA005282-JA005283**	**78**
01-18-18	**Transcript – Bench Trial (Day 2)[2]**	JA005284-JA005370	78
	Trial Exhibit 535 – Deposition Transcript of Andrew Rivera (Exhibit 99) ***(Admitted)***	JA005371-JA005623	78/79/80
01-19-18	**Transcript – Bench Trial (Day 3)[3]**	JA005624-JA005785	80
	Trial Exhibit 231 – Helix Electric's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint ***(Admitted)***	JA005786-JA005801	80
	Trial Exhibit 314 - Declaration of Victor Fuchs in support of Helix's Motion for Partial Summary Judgment against Gemstone ***(Admitted)***	JA005802-JA005804	80

[2] Filed January 31, 201879
[3] Filed January 31, 2018

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 320 – June-August Billings—not paid to APCO ***(Admitted)***	JA005805	80
	Trial Exhibit 321 – Overpayments to Cabinetec ***(Admitted)***	JA005806-	80
	Trial Exhibit 536 – Lien math calculations (handwritten) ***(Admitted)***	JA005807-JA005808	80
	Trial Exhibit 804 – Camco Correspondence ***(Admitted)***	JA005809-JA005816	80
	Trial Exhibit 3176 – APCO Notice of Lien ***(Admitted)***	JA005817-JA005819	81
01-24-18	**Transcript – Bench Trial (Day 5)[4]**	**JA005820-JA005952**	81
03-08-18	**Letter to Judge Denton submitting Helix Electric of Nevada, LLC's (Proposed) Findings of Fact and Conclusions of Law**	**JA005953-JA005985**	**81**
03-08-18	**Letter to Judge Denton submitting APCO Construction, Inc.'s Proposed Findings of Fact and Conclusions of Law**	**JA005986-JA006058**	**8/821**
03-08-18	**APCO Construction Inc.'s Post-Trial Brief**	**JA006059-JA006124**	**82/83**
03-23-18	**APCO Opposition to Helix Electric of Nevada, LLC's Findings of Fact and Conclusions of Law**	**JA006125-JA006172**	**83/84**
03-23-18	**Helix Electric of Nevada, LLC's Responses to APCO Construction's Post-Trial Brief**	**JA006173-JA006193**	**84**
04-25-18	**Findings of Fact and Conclusions of Law and Order as the Claims of Helix Electric and Cabinetec Against APCO**	**JA006194-JA006264**	**84/85**

[4] Filed January 31, 201883

Date	Description	Bates Number	Volume(s)
05-08-18	**APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc**.	**JA006265-JA006284**	**85**
	Exhibit 1 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA006285-JA006356	85/86
	Exhibit 2 – National Wood Products, Inc.'s Notice of Motion and Motion to Intervene and Memorandum of Points and Authorities in Support Thereof	JA006357-JA006369	86
	Exhibit 3 – Plaintiff in Intervention, National Wood Products, Inc.'s Findings of Fact and Conclusions of Law (Proposed)	JA006370-JA006385	86/87
	Exhibit 4 – Plaintiff in Intervention, National Wood Productions, Inc.'s Findings of Fact and Conclusions of Law Re Camco	JA006386-JA006398	87
	Exhibit 5 – Offer of Judgment to Helix Electric of Nevada, LLC	JA006399-JA006402	87
	Exhibit 6 – Offer of Judgment to Plaintiff in Intervention National Wood Products, Inc.	JA006403-JA006406	87
	Exhibit 7 – Declaration of John Randall Jefferies, Esq. in Support of APCO Construction, Inc.'s Motion for Attorney's Fees and Costs	JA006407-JA006411	87
	Exhibit 7A – Billing Entries	JA006412-JA006442	87/88

Date	Description	Bates Number	Volume(s)
	Exhibit 7B – Time Recap	JA006443-JA006474	88
	Exhibit 8 – Declaration of Cody S. Mounteer, Esq. in Support of Motion for Attorney's Fees and Costs	JA006475-JA006478	88
	Exhibit 9 – APCO Construction, Inc.'s Memorandum of Costs and Disbursements [Against Helix Electric of Nevada, LLC, and Plaintiff in Intervention National Wood Products, LLC]	JA006479-JA006487	88
	Exhibit 10 – Depository Index	JA006488-JA006508	88/89
05-08-18	**Helix Electric of Nevada, LLC's Motion to Retax Costs Re: Defendant APCO Construction's Memorandum of Costs and Disbursements**	**JA006509-JA006521**	**89**
05-31-18	**Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC Against Camco Construction, Co., Inc.]**	**JA006522 JA006540**	**89**
06-01-18	**Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.'s Against APCO Construction, Inc.]**	**JA006541 JA006550**	**90**
06-01-18	**Helix Electric of Nevada, LLC's Motion for Attorneys' Fees, Interest and Costs**	**JA006551-JA006563**	**90**
	Exhibit 1 – Findings of Fact and Conclusions of Law and Order as to the Claims of Helix Electric of Nevada, LLC Against Camco Pacific Construction, Inc.	JA006564-JA006574	90

Date	Description	Bates Number	Volume(s)
	Exhibit 2 – Memorandum of Costs and Disbursements (Helix Electric of Nevada, LLC)	JA006575-JA006580	90
	Exhibit 3 – Prime Interest Rate	JA006581-JA006601	90
	Exhibit 4 – Declaration of Eric B. Zimbelman in Support of Helix Electric of Nevada, LLC's Motion for Attorneys' Fees, Interest and Costs	JA006583-JA006588	90
	Exhibit 5 – Summary of Fees	JA006589-JA006614	90
06-15-18	**APCO Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.'s Motions to Retax Costs**	**JA006615-JA006637**	**90/9**1
	Exhibit 1-A Declaration of Mary Bacon in Support of APCO's Supplement to its Motion for Attorney's Fees	JA006635 JA006638	91
	Exhibit 1-B – Declaration of Cody Mounteer in Support of APCO's Supplement to its Motion for Attorney's Fees	JA006639-JA006916	91/92/93 94/95/96
06-15-18	**Helix Electric of Nevada, LLC's Opposition to APCO Construction's Motion for Attorneys' Fees and Costs**	**JA006917 – JA006942**	**96**
	Exhibit 1 – Notice of Entry of Staying the Case, Except for the Sale of the Property, Pending Resolution of the Petition before the Nevada Supreme Court	JA006943-JA006948	96

Date	Description	Bates Number	Volume(s)
	Exhibit 2 – Notice of Entry of Denying APCO Construction's Motion for Partial Summary Judgment Re: Lien Foreclosure Claims	JA006949-JA006954	96
	Exhibit 3 – Supreme Court filing notification Joint Petition for Writ of Mandamus filed	JA006955-JA006958	96
	Exhibit 4 – Order Denying *En Banc* Reconsideration	JA006959-JA006963	96
	Exhibit 5 – Notice of Entry of Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA006964-JA006978	96
	Exhibit 6A – Interstate Plumbing and Air Conditioning, LLC's Response to Special Master Questionnaire	JA006977-JA006980	96
	Exhibit 6B – Nevada Prefab Engineers, Inc.'s Response to Special Master Questionnaire	JA006981-JA006984	96
	Exhibit 6C – Zitting Brothers Construction, Inc.'s Response to Special Master Questionnaire	JA006985-JA006993	96/97
	Exhibit 6D – Noorda Sheet Metal's Notice of Compliance	JA006994 JA007001	97
	Exhibit 6 E – Unitah Investments, LLC's Special Master Questionnaire	JA007002-JA007005	97
	Exhibit 7A – Motion to Appoint Special Master	JA007006-JA007036	97
	Exhibit 7B – Letter from Floyd A. Hale dated August 2, 2016	JA007037-JA007060	97

Date	Description	Bates Number	Volume(s)
	Exhibit 7C – Special Master Report Regarding Remaining Parties to the Litigation, Special Master Recommendation and District Court Order Amended Case Agenda	JA007042-JA007046	97
	Exhibit 8 – Notice of Entry of Order Granting Plaintiff's Motion to Dismiss	JA007047 JA007053	97
	Exhibit 9 – Stipulation and Order for Dismissal with Prejudice	JA007054-JA007056	97
	Exhibit 10 – Stipulation and Order to Dismiss Third-Party Complaint of Interstate Plumbing & Air Conditioning, LLC Against APCO Construction, Inc. with Prejudice	JA007057-JA007059	97
	Exhibit 11 – Notice of Entry of Order Granting in Part and Denying in Part APCO Construction's Omnibus Motion *in Limine*	JA007060-JA007088	97
	Exhibit 12 – Notice of Entry of Order Granting in Part and Denying in Part Helix Electric of Nevada, LLC's Motion in Limine (against APCO Construction)	JA007070-JA007078	97
	Exhibit 13 – Notice of Entry of Order Denying APCO Constructions' Motion for Partial Summary Judgment Re: Lien Foreclosure Claims	JA007079-JA007084	97
	Exhibit 14 – Notice of Entry of Order Denying APCO Construction's Motion for Reconsideration of Order Granting Partial Summary	JA007085-JA007087	97

Date	Description	Bates Number	Volume(s)
	Judgment Precluding Defenses Based on Pay-if-Paid Agreements		
	Exhibit 15 – Notice of Association of Counsel	JA007088-JA007094	97
06-15-18	**Plaintiff in Intervention National Wood Products, Inc.'s Opposition to APCO Construction's Motion for Attorneys' Fees and Costs**	**JA007095-JA007120**	**97/98**
06-15-18	**Declaration of S. Judy Hirahara in support of National Woods's Opposition to APCO Construction's Motion for Attorneys' Fees and Costs**	**JA007121-JA007189**	**98**
06-18-18	**Plaintiff in Intervention National Wood Products, Inc.'s Joinder to Helix Electric of Nevada, LLC's Opposition to APCO Construction's Motion for Attorneys' Fees and Costs**	**JA007190-JA007192**	**99**
06-21-18	**Helix Electric of Nevada, LLC's Notice of Non-Opposition to its Motion for Attorney's Fees, Interest and Costs**	**JA007193-JA007197**	**99**
06-29-18	**APCO Construction, Inc.'s Reply in Support of its Motion for Attorney's Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.**	**JA007198-JA007220**	**99**
	Exhibit 1 – Invoice Summary by Matter Selection	JA007221-JA007222	99
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06-29-18	Helix Electric of Nevada, LLC's Reply Re: Motion to Retax	JA007225-JA007237	100
07-02-18	Notice of Entry of Order Granting Helix Electric of Nevada, LLC's Motion for Attorneys' Fees, Interest and Costs	JA007238-JA007245	100
07-19-18	Plaintiff-in-Intervention National Wood Products, Inc.'s Surreply to APCO Construction's Reply to Plaintiff-in-Intervention National Wood Products, Inc.'s Opposition to Motion for Attorney's Fees and Costs	JA007246-JA007261	100
08-08-18	Court's Decision on Attorneys' Fees and Cost Motions	JA007262-JA007280	100
09-28-18	Notice of Entry of (1) Granting APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs (2) Granting APCO Construction, Inc.'s Memorandum of Costs in Part (3) Granting Helix Electric of Nevada, LLC's Motion to Retax in Part and Denying in Part (4) Granting Plaintiff in Intervention National Wood Products, LLC's Motion to Retax in Part and Denying in Part and (5) Granting National Wood Products, Inc.'s Motion to File a Surreply	JA007281-JA007299	100
01-24-19	Transcript for All Pending Fee Motions on July 19, 2018	JA007300-JA007312	100/101
07-12-19	Order Dismissing Appeal (Case No. 76276)	JA007313-JA007315	101

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08-06-19	**Helix Electric of Nevada LLC's Motion to (I) Re-Open Statistically Closed Case, (II) Dismiss All Unresolved Claims and/or (III) In the Alternative for a Rule 54(B) Certification as to Helix and APCO**	**JA007316-JA007331**	**101**
	Exhibit 1 – Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.'s Against APCO Construction, Inc.	JA007332-JA007335	101
	Exhibit 2 – ORDER: (1) Granting APCO Construction, Inc. Motion for Attorneys Fees and Costs (2) Granting APCO Construction, Inc.'s Memorandum of Costs in Part (3) Granting Helix Electric of Nevada LLC's Motion to Retax in Part and Denying in Part and all related matters (4) Granting Plaintiff in Intervention National Wood Products LLC's Motion to Retax in Part and Denying in Part -and-(5) Granting National Wood Products, Inc.'s Motion to File a Surreply	JA007336-JA007344	101
	Exhibit 3 - Notice of Appeal	JA007345-JA007394	101/102
	Exhibit 4 – Amended Notice of Appeal	JA007395-JA007400	102
	Exhibit 5A – 5F -Notices of Entry of Order as to the Claims of Cactus Rose Construction, Fast Glass, Inc., Heinaman Contract Glazing, Helix Electric of Nevada, LLC, SWPPP Compliance	JA007401-JA007517	102/103

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	Exhibit 6 – Order Dismissing Appeal in Part (Case No. 76276)	JA007518-JA007519	103
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	Exhibit 8 -Order Dismissing Appeal (Case No. 76276)	JA007524-JA007527	103
	Exhibit 9 – Notice of Entry of Order to Consolidate this Action with Case Nos. A574391, A574792, A57623. A58389, A584730, A58716, A580889 and A589195	JA 007528-JA007541	103
	Exhibit 10 (Part One)	JA007537-JA007542	103
	Exhibit 10A – Docket 09A587168 (Accuracy Glass & Mirror v. APCO)	JA007543-JA007585	103
	Exhibit 10B -Docket 08A571228 (APCO v. Gemstone)	JA007586-JA008129	103/104/105/106/107/108/109
	Exhibit 10C – Notice of Entry of Order to Consolidate this Action with Cases Nos A57. 4391, A574792, A577623, A583289, A584730, A587168, A580889 and A589195	JA008130-JA008138	109
	Exhibit 10D – Notice of Entry of Joint Order Granting, in Part, Various Lien Claimants' Motions for Partial Summary Judgment Against Gemstone Development West	JA008139-JA008141	109
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	Exhibit 10H – Complaint re Foreclosure	JA008178-JA008214	109
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	Exhibit 10J – APCO Construction's Answer to Accuracy Glass & Mirror Company's First Amended Complaint re Foreclosure	JA008231-JA008265	109/110
	Exhibit 10K –Answer to Accuracy Glass & Mirror Company, Inc.'s Complaint and Camco Pacific Construction, Inc.'s Counterclaim	JA008266-JA008285	110
	Exhibit 10L – Accuracy Glass & Mirror Company, Inc.'s Answer to Camco Pacific Construction Company's Counterclaim	JA008286-JA008290	110
	Exhibit 10M – Helix Electric's Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008291-JA008306	110
	Exhibit 10N – APCO Construction's Answer to Helix Electric's Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008307-JA008322	110
	Exhibit 10O – Answer to Helix Electric's Statement of Facts	JA008323-JA008338	110

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	Constituting Lien and Third-Party Complaint and Camco Pacific Construction Company Inc.'s Counterclaim		
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	Exhibit 10Q – Notice of Entry of Judgment [As to the claims of Helix Electric of Nevada, LLC Against Camco Construction Co., Inc.]	JA008348-JA008367	110
	Exhibit 10R – Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc. Against APCO Construction, Inc.]	JA008368-JA008378	110
	Exhibit 10S – Findings of Fact and Conclusions of Law and Order as to the Claims of Helix Electric and Cabenetec Against APCO	JA008379-JA008450	110/111
	Exhibit 10T -WRG Design, Inc.'s Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA008451-JA008486	111
	Exhibit 10U – APCO Construction's Answer to WRG Design Inc.'s amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008468-JA008483	111
	Exhibit 10V -Answer to WRG Design, Inc.'s Statement of Facts Constituting Lien, Third-Party Complaint and Camco Pacific Construction, Inc's Counterclaim	JA008484-JA008504	111

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	Exhibit 10W – Notice of Entry of Stipulation and Order Dismissal	JA008505-JA008512	111
	Exhibit 10X – WRG Design, Inc.'s Answer to Camco Pacific Construction Company, Inc.'s Counterclaim	JA008513 JA008517	111
	Exhibit 10Y – Heinaman Contract Glazing's Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008518-JA008549	111
	Exhibit 10Z – Answer to Heinaman Contract Glazing's Statement of Facts Constituting Lien and Third-Party Complaint, and Camco Pacific Construction's Counterclaim	JA008531-JA008551	111
	Exhibit 10AA – Notice of Entry of Granting Heinaman Glazing's Motion for Attorneys's Fees, Interest and Costs	JA008552-JA008579	111/112
	Exhibit 10BB -Notice of Entry of Judgment [As to the Claims of Heinaman Contract Glazing Against Camco Construction Co., Inc.]	JA008561-JA008582	112
	Exhibit 10CC – Heinaman Contract Glazing's Answer to Camco Pacific Construction Company's Counterclaim	JA008583 JA008588	112
	Exhibit 10DD - Bruin Painting Corporation's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA008589-JA00861	112
	Exhibit 10EE – Answer to Bruin Painting Corporation's Amended Statement of Facts Constituting Notice of Lien and Third-Party	JA008602-JA008621	112

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	Complaint and Camco Pacific Construction, Inc.'s Counterclaim		
	Exhibit 10FF – Voluntary Dismissal of Fidelity and Deposit Company of Maryland Only from Bruin Painting Corporation's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint Without Prejudice	JA008622-JA008624	112
	Exhibit 10GG – HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008625-JA008642	112
	Exhibit 10HH – APCO Construction's Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008643-JA008657	112
	Exhibit 10II – Amended Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008658-JA008664	112
	Exhibit 10JJ -Defendants Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008665-JA008681	112
	Exhibit 10KK – Stipulation and Order to Dismiss E & E Fire Protection, LLC Only Pursuant to the Terms State Below	JA008682-JA008685	112
	Exhibit 10LL – HD Supply Waterworks, LP's Voluntary Dismissal of Platte River Insurance Company Only Without Prejudice	JA008686-JA008693	112

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	Exhibit 10MM – Scott Financial Corporation's Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008694-JA008717	112/113
	Exhibit 10NN-Notice of Appeal	JA008718 JA008723	113
	Exhibit 10OO – Amended Notice of Appeal	JA008724-JA008729	113
	Exhibit 10PP – Notice of Cross Appeal	JA008730-JA008736	113
	Exhibit 10QQ – Motion to Suspend Briefing Pending Outcome of Order to Show Cause in Supreme Court Case No. 76276	JA008737-JA008746	113
	Exhibit 11 – Order to Consolidate this Action with Case Nos. A574391, A574792, A57623. A58389, A584730, A58716, A580889 and A589195	JA008747-JA008755	113
	Exhibit 12 – Stipulation and Order to Dismiss Third-Party Complaint of Interstate Plumbing & Air Conditioning, LLC Against APCO Construction, Inc. with Prejudice	JA00875-JA008758	113
	Exhibit 13 – Stipulation and Order with Prejudice	JA008759-JA008780	113
	Exhibit 14 – Docket/United Subcontractors, Inc. dba Skyline Insulation's Motion to Enforce Settlement Agreement and Enter Judgment	JA008762-JA008788	113
	Exhibit 15 – Notice of Entry of Order Granting Motion for 54(b) Certification and for Stay Pending Appeal	JA008789-JA008798	113

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08-16-19	**APCO's Opposition to Helix Electric of Nevada LLC's Motion to (I) Re-Open Statistically Closed Case, (II) Dismiss All Unresolved Claims and/or (III) In the Alternative for a Rule 54(B) Certification as to Helix and APCO**	**JA008811-JA008821**	**114**
	Exhibit 1 – Order to File Amended Docketing Statement	JA008822-JA008824	114
	Exhibit 2 – Order to Show Cause	JA008825-JA008828	114
	Exhibit 3 – Appellant/Cross-Respondent's Response to Order to Show Cause	JA008829-JA008892	114/115/116
	Exhibit 4 – Order Dismissing Appeal	JA008893-JA008896	116
	Exhibit 5 – Chart of Claims	JA008897-JA008924	116
	Exhibit 6 – Answer to Helix Electric's Statement of Facts Constituting Lien and Third-Party Complaint and Camco Pacific Construction Company, Inc.'s Counterclaim	JA008925-JA008947	116/117
	Exhibit 7 – Answer to Cactus Rose's Statement of Facts Constituting Notice of Lien and Complaint and Camco Pacific Construction Company Inc.'s Counterclaim	JA008948-JA008965	117
	Exhibit 8 – Answer to Heinaman Contract Glazing's Statement of Facts Constituting Lien and Third-Party Complaint and Camco	JA008966-JA008986	117/118

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	Pacific Construction's Counterclaim		
	Exhibit 9 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric of Nevada, LLC Against Camco Pacific Construction, Inc.	JA008987-JA008998	118
	Exhibit 10 – Findings of Fact and Conclusions of Law as to the Claims of Cactus Rose Construction Co., Inc.	JA008998-JA009010	118
	Exhibit 11 – Findings of Fact and Conclusions of Law as to the Claims of Heinaman Contract Glazing	JA009011-JA009024	118
	Exhibit 12 – Notice of Entry of Decision, Order and Judgment on Defendant Scott Financial Corporation's Motion for Summary Judgment as to Priority of Liens	JA009025-JA009038	118
	Exhibit 13 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA009039-JA009110	118/119
	Exhibit 14 – Order Granting Motion to Deposit Bond Penal Sum with Court, Exoneration of Bond and Dismissal	JA009111-JA009113	119
	Exhibit 15 – Order Approving Distribution of Fidelity and Deposit Company of Maryland's Bond	JA009114-JA009116	119
08-29-19	**Helix Electric of Nevada LLC's Reply to APCO's Opposition to Helix Electric of Nevada LLC's Motion to (I) Re-Open Statistically Closed Case, (II)**	**JA009117-JA009123**	**119**

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	Dismiss All Unresolved Claims and/or (III) In The Alternative for a Rule 54(B) Certification as to Helix and APCO		
01-03-20	**Notice of Entry of Order Granting Helix Electric of Nevada, LLC's Motion for Rule 54(b) Certification**	**JA009124-JA009131**	**119**
01-29-20	**Notice of Appeal**	**JA009132-JA009136**	**119/120**
	Exhibit A – Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.'s Against APCO Construction, Inc.]	JA009137-JA009166	120
	Exhibit [C] – Notice of Entry of Order Granting Helix Electric of Nevada's Rule 54(b) Certification	JA009148-JA009156	120
02-11-20	**Case Appeal Statement**	**JA009157-JA009163**	120
02-11-20	**APCO's Notice of Cross Appeal**	**JA009164-JA010310**	120
	Exhibit 1 – Notice of Entry of Order (1) Granting APCO Construction, Inc.'s Motion for Attorney's Fees and Costs; (2) Granting APCO Construction, Inc.'s Memorandum of Costs in Part (3) Granting Helix Electric of Nevada, LLC's Motion to Retax in Party (4) Granting Plaintiff-in-Intervention National Wood Productions, LLC's Motion to Retax in Part and Denying in Part and (5) Granting National Wood Products, Inc.'s Motion to File a Surreply	JA009168-JA009182	120

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	Exhibit 2 – Notice of Entry of Order Granting Helix Electric of Nevada's Motion for Rule 54(b) Certification	JA009183-JA00991	120

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08-05-09	**APCO's Answer to Helix's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint**	**JA000016 – JA000030**	**1**
05-08-18	**APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc**.	**JA006265-JA006284**	**85**
	Exhibit 1 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA006285-JA006356	85/86
	Exhibit 2 – National Wood Products, Inc.'s Notice of Motion and Motion to Intervene and Memorandum of Points and Authorities in Support Thereof	JA006357-JA006369	86
	Exhibit 3 – Plaintiff in Intervention, National Wood Products, Inc.'s Findings of Fact and Conclusions of Law (Proposed)	JA006370-JA006385	86/87
	Exhibit 4 – Plaintiff in Intervention, National Wood Productions, Inc.'s Findings of Fact and Conclusions of Law Re Camco	JA006386-JA006398	87
	Exhibit 5 – Offer of Judgment to Helix Electric of Nevada, LLC	JA006399-JA006402	87
	Exhibit 6 – Offer of Judgment to Plaintiff in Intervention National Wood Products, Inc.	JA006403-JA006406	87
	Exhibit 7 – Declaration of John Randall Jefferies, Esq. in Support of APCO Construction, Inc.'s Motion for Attorney's Fees and Costs	JA006407-JA006411	87
	Exhibit 7A – Billing Entries	JA006412-	87/88

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	Exhibit 7B – Time Recap	JA006443-JA006474	88
	Exhibit 8 – Declaration of Cody S. Mounteer, Esq. in Support of Motion for Attorney's Fees and Costs	JA006475-JA006478	88
	Exhibit 9 – APCO Construction, Inc.'s Memorandum of Costs and Disbursements [Against Helix Electric of Nevada, LLC, and Plaintiff in Intervention National Wood Products, LLC]	JA006479-JA006487	88
	Exhibit 10 – Depository Index	JA006488-JA006508	88/89
06-06-13	**APCO's Limited Motion to Lift Stay for Purposes of this Motion Only; (2) APCO's Motion for Summary Judgment Against Gemstone Only; and (3) Request for Order Shortening Time**	**JA000044-JA000054**	**1**
	Exhibit 1 – Affidavit of Randy Nickerl in Support of (I) APCO's Limited Motion to Lift Sta for Purposes of this Motion Only; (2) APCO's Motion for Judgment Against Gemstone Only	JA000055-JA000316	1/2/4/5/6
	Exhibit 2 – Findings of Fact and Conclusions of Law and Judgment in Favor of APCO Construction Against Gemstone Development West, Inc. Only	JA000317-JA000326	6
02-11-20	**APCO's Notice of Cross Appeal**	**JA009164-JA010310**	120
	Exhibit 1 – Notice of Entry of Order (1) Granting APCO Construction, Inc.'s Motion for Attorney's Fees and Costs; (2) Granting APCO Construction, Inc.'s Memorandum of Costs in Part (3) Granting Helix Electric of Nevada, LLC's	JA009168-JA009182	114

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	Motion to Retax in Party (4) Granting Plaintiff-in-Intervention National Wood Productions, LLC's Motion to Retax in Part and Denying in Part and (5) Granting National Wood Products, Inc.'s Motion to File a Surreply		
	Exhibit 2 – Notice of Entry of Order Granting Helix Electric of Nevada's Motion for Rule 54(b) Certification	JA009183-JA00991	120
11-06-17	**APCO Construction, Inc.'s Omnibus Motion *in Limine***	**JA000590 JA000614**	**9**
	Exhibit 1 – Second Amended Notice of taking NRCP Rule 30(b)(6) Deposition of Person Most Knowledgeable for Zitting Brothers Construction, Inc.	JA000615-JA000624	9
	Exhibit 2 – Zitting Brothers Construction, Inc.'s Motion for Partial Summary Judgment Against APCO Construction	JA000625-JA000646	9
	Exhibit 3 – Excerpts from Samuel Zitting's Deposition Transcript taken October 27, 2017	JA000647-JA000678	9/10
	Exhibit 4 – Statement of Facts Constituting Lien on Behalf of Buchele, Inc.	JA000679-JA000730	10
	Exhibit 5 – Subcontract Agreement dated April 17, 2007	JA000731-JA000808	10/11
	Exhibit 6 – Subcontract Agreement dated April 17, 2007	JA000809-JA000826	11/12
	Exhibit 7 – Email from Mary Bacon dated October 16, 2017	JA000827-JA000831	12
	Exhibit 8 – Email from Mary Bacon dated October 17, 2017	JA000832-JA000837	12
	Exhibit 9 – Email from Eric Zimbelman dated October 17, 2017	JA000838-JA000844	12
	Exhibit 10 – Special Master Report, Recommendation and District Court Order	JA00845-JA000848	12

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	Exhibit 11 – Plaintiff in Intervention, National Wood Products, Inc.'s Initial Disclosures Pursuant to NRCP 16.1	JA000849-JA000856	12
	Exhibit 12 – Plaintiff in Intervention, National Wood Products, Inc.'s First Supplemental Disclosures Pursuant to NRCP 16.1	JA000857-JA000864	12
	Exhibit 13 – Amended Notice of Taking NRCP Rule 30(b)(6) Deposition of Person Most Knowledgeable for Helix Electric of Nevada, LLC	JA000865-JA000873	12
	Exhibit 14 – Excerpts from Helix Electric of Nevada, LLC's 30(b)(6) Witness Deposition Transcript taken July 20, 2017	JA000874-JA000897	12
03-23-18	**APCO Opposition to Helix Electric of Nevada, LLC's Findings of Fact and Conclusions of Law**	**JA006125-JA006172**	**83/84**
08-16-19	**APCO's Opposition to Helix Electric of Nevada LLC's Motion to (I) Re-Open Statistically Closed Case, (II) Dismiss All Unresolved Claims and/or (III) In the Alternative for a Rule 54(B) Certification as to Helix and APCO**	**JA008811-JA008821**	**114**
	Exhibit 1 – Order to File Amended Docketing Statement	JA008822-JA008824	114
	Exhibit 2 – Order to Show Cause	JA008825-JA008828	114
	Exhibit 3 – Appellant/Cross-Respondent's Response to Order to Show Cause	JA008829-JA008892	114/115/116
	Exhibit 4 – Order Dismissing Appeal	JA008893-JA008896	116
	Exhibit 5 – Chart of Claims	JA008897-JA008924	116
	Exhibit 6 – Answer to Helix Electric's Statement of Facts Constituting Lien and Third-Party Complaint and Camco	JA008925-JA008947	116/117

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	Exhibit 7 – Answer to Cactus Rose's Statement of Facts Constituting Notice of Lien and Complaint and Camco Pacific Construction Company Inc.'s Counterclaim	JA008948-JA008965	117
	Exhibit 8 – Answer to Heinaman Contract Glazing's Statement of Facts Constituting Lien and Third-Party Complaint and Camco Pacific Construction's Counterclaim	JA008966-JA008986	117/118
	Exhibit 9 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric of Nevada, LLC Against Camco Pacific Construction, Inc.	JA008987-JA008998	118
	Exhibit 10 – Findings of Fact and Conclusions of Law as to the Claims of Cactus Rose Construction Co., Inc.	JA008998-JA009010	118
	Exhibit 11 – Findings of Fact and Conclusions of Law as to the Claims of Heinaman Contract Glazing	JA009011-JA009024	118
	Exhibit 12 – Notice of Entry of Decision, Order and Judgment on Defendant Scott Financial Corporation's Motion for Summary Judgment as to Priority of Liens	JA009025-JA009038	118
	Exhibit 13 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA009039-JA009110	118/119
	Exhibit 14 – Order Granting Motion to Deposit Bond Penal Sum with Court, Exoneration of Bond and Dismissal	JA009111-JA009113	119
	Exhibit 15 – Order Approving Distribution of Fidelity and Deposit Company of Maryland's Bond	JA009114-JA009116	119

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06-15-18	**APCO Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.'s Motions to Retax Costs**	**JA006615-JA006637**	**90/9**1
	Exhibit 1-A Declaration of Mary Bacon in Support of APCO's Supplement to its Motion for Attorney's Fees	JA006635 JA006638	91
	Exhibit 1-B – Declaration of Cody Mounteer in Support of APCO's Supplement to its Motion for Attorney's Fees	JA006639-JA006916	91/92/93 94/95/96
11-14-17	**APCO Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC's Motions *in Limine* Nos. 1-4**	**JA000929-JA000940**	**13/14**
	Exhibit 1 – Excerpts from the Deposition Transcript of Mary Jo Allen taken July 18, 2017	JA000941-JA000966	14/15/16
	Exhibit 2 – Helix Electric's Manhattan West Billing/Payment Status through August 2008	JA000967-JA000969	16/17
	Exhibit 3 – Excerpts from the Deposition Transcript of Andrew Rivera taken July 20, 2017	JA000970-JA000993	17/18/19
08-21-17	**APCO Construction's Opposition to Peel Brimley Lien Claimants' Partial Motion for Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements**	**JA000393-JA000409**	**6/7**
	Exhibit A – Excerpt from 30(b)(6) Witness for Helix Electric of Nevada, LLC taken July 20, 2017	JA000410-JA000412	7
03-08-18	**APCO Construction Inc.'s Post-Trial Brief**	**JA006059-JA006124**	**82/83**
11-15-17	**APCO Construction, Inc.'s Reply in Support of its Omnibus *Motion in Limine***	**JA001133 JA001148**	**21**

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	Exhibit 1 – Special Master Report Regarding Discovery Status	JA001149-JA001151	21
	Exhibit 2 – Notice of Taking NRCP Rule 30(b)(6) Deposition of the Person Most Knowledgeable for Zitting Brothers Construction, Inc.	JA001152-JA001160	21
06-29-18	**APCO Construction, Inc.'s Reply in Support of its Motion for Attorney's Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.**	**JA007198-JA007220**	**99**
	Exhibit 1 – Invoice Summary by Matter Selection	JA007221-JA007222	99
	Exhibit 2 – Marquis Aurbach Coffing Invoice to APCO dated April 30, 2018	JA007223-JA007224	99
04-26-10	**CAMCO and Fidelity's Answer and CAMCO's Counterclaim**	**JA000031-JA000041**	**1**
11-14-17	**Camco Pacific Construction Company, Inc.'s Opposition to Lien Claimants' Motions in Limine Nos. 1-6**	**JA000898-JA000905**	**12**
	Exhibit A – Nevada Construction Services Cost Plus GMP Contract Disbursement Agreement	JA000906-JA000907	12
	Exhibit B – Scott Financial Corporation's April 28, 2009 letter to the Nevada State Contractor's Board	JA000908-JA000915	2/13
	Exhibit C – E-mail from Alex Edelstein dated December 15, 2008 Re: Letter to Subs	JA000916-JA000917	13
	Exhibit D – Camco Pacific's letter dated December 22, 2008	JA000918-JA000920	13
	Exhibit E – Order Approving Sale of Property	JA000921-JA000928	13
02-11-20	**Case Appeal Statement**	**JA009157-JA009163**	120

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08-08-18	**Court's Decision on Attorneys' Fees and Cost Motions**	**JA007262-JA007280**	**100**
06-15-18	**Declaration of S. Judy Hirahara in support of National Woods's Opposition to APCO Construction's Motion for Attorneys' Fees and Costs**	**JA007121-JA007189**	**98**
06-13-13	**Docket Entry and Minute Order Granting APCO's Motion for Summary Judgment Against Gemstone**	**JA000327**	**6**
04-25-18	**Findings of Fact and Conclusions of Law and Order as the Claims of Helix Electric and Cabinetec Against APCO**	**JA006194-JA006264**	**84/85**
11-06-17	**Helix Electric of Nevada's Motion *in Limine* Nos. 1-4**	**JA000534-JA000542**	**8**
	Exhibit 1 – Notice of Entry of Order	JA000543-JA000549	8
	Exhibit 2 – Helix Electric of Nevada, LLC's Amended Notice of 30(b)(6) Deposition of APCO Construction	JA000550 JA000558	8/9
	Exhibit 3 - Excerpts from Brian Benson Deposition Transcript taken June 5, 2017	JA000559 JA000574	9
	Exhibit 4 – Excerpts from Mary Jo Allen's Deposition Transcript taken July 18, 2017	JA000575-JA000589	9
06-01-18	**Helix Electric of Nevada, LLC's Motion for Attorneys' Fees, Interest and Costs**	**JA006551-JA006563**	**90**
	Exhibit 1 – Findings of Fact and Conclusions of Law and Order as to the Claims of Helix Electric of Nevada, LLC Against Camco Pacific Construction, Inc.	JA006564-JA006574	90
	Exhibit 2 – Memorandum of Costs and Disbursements (Helix Electric of Nevada, LLC)	JA006575-JA006580	90
	Exhibit 3 – Prime Interest Rate	JA006581-JA006601	90

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	Exhibit 4 – Declaration of Eric B. Zimbelman in Support of Helix Electric of Nevada, LLC's Motion for Attorneys' Fees, Interest and Costs	JA006583-JA006588	90
	Exhibit 5 – Summary of Fees	JA006589-JA006614	90
08-06-19	**Helix Electric of Nevada LLC's Motion to (I) Re-Open Statistically Closed Case, (II) Dismiss All Unresolved Claims and/or (III) In the Alternative for a Rule 54(B) Certification as to Helix and APCO**	**JA007316-JA007331**	**101**
	Exhibit 1 – Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.'s Against APCO Construction, Inc.	JA007332-JA007335	101
	Exhibit 2 – ORDER: (1) Granting APCO Construction, Inc. Motion for Attorneys Fees and Costs (2) Granting APCO Construction, Inc.'s Memorandum of Costs in Part (3) Granting Helix Electric of Nevada LLC's Motion to Retax in Part and Denying in Part and all related matters (4) Granting Plaintiff in Intervention National Wood Products LLC's Motion to Retax in Part and Denying in Part -and-(5) Granting National Wood Products, Inc.'s Motion to File a Surreply	JA007336-JA007344	101
	Exhibit 3 - Notice of Appeal	JA007345-JA007394	101/102
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	Exhibit 10D – Notice of Entry of Joint Order Granting, in Part, Various Lien Claimants' Motions for Partial Summary Judgment Against Gemstone Development West	JA008139-JA008141	109
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	Exhibit 10J – APCO Construction's Answer to Accuracy Glass & Mirror Company's First Amended Complaint re Foreclosure	JA008231-JA008265	109/110
	Exhibit 10K –Answer to Accuracy Glass & Mirror Company, Inc.'s Complaint and Camco Pacific Construction, Inc.'s Counterclaim	JA008266-JA008285	110
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	Exhibit 10M – Helix Electric's Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008291-JA008306	110
	Exhibit 10N – APCO Construction's Answer to Helix Electric's Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008307-JA008322	110
	Exhibit 10O – Answer to Helix Electric's Statement of Facts Constituting Lien and Third-Party Complaint and Camco Pacific Construction Company Inc.'s Counterclaim	JA008323-JA008338	110
	Exhibit 10P – Notice of Entry of Helix Electric of Nevada, LLC's Motion for Attorney's Fees, Interest and Costs	JA008339 JA008347	110
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01-12-18	**Joint Pre-Trial Memorandum [for APCO Construction, Inc., the Peel Brimley Lien Claimants and National Wood Products, LLC ONLY]**	**JA001574-JA001594**	**27/28**
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03-08-18	**Letter to Judge Denton submitting APCO Construction, Inc.'s Proposed Findings of Fact and Conclusions of Law**	**JA005986-JA006058**	**8/821**
03-08-18	**Letter to Judge Denton submitting Helix Electric of Nevada, LLC's (Proposed) Findings of Fact and Conclusions of Law**	**JA005953-JA005985**	**81**
01-04-18	**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 provision on an Order Shortening Time**	**JA001199-JA001217**	**22**
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	Exhibit 10 – Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA001386-JA001392	26
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01-29-20	**Notice of Appeal**	**JA009132-JA009136**	**119/120**
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06-01-18	**Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.'s Against APCO Construction, Inc.]**	**JA006541 JA006550**	**90**
09-28-18	**Notice of Entry of Order (1) Granting APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs (2) Granting APCO Construction, Inc.'s Memorandum of Costs in Part (3) Granting Helix Electric of Nevada, LLC's Motion to Retax in Part and Denying in Part (4) Granting Plaintiff in Intervention National Wood Products, LLC's Motion to Retax in Part and Denying in Part and (5) Granting National Wood Products, Inc.'s Motion to File a Surreply**	**JA007281-JA007299**	**100**
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01-19-18	**Order Denying APCO Construction's Motion for Reconsideration of Order Granting Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements**	**JA005282-JA005283**	**78**
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08-02-17	**Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements and *Ex Parte* Application for Order Shortening Time**	**JA000328-JA000342**	**6**
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	Exhibit 2 – Camco Pacific Construction Company, Inc.'s Responses to Helix Electric of Nevada, LLC's Interrogatories	JA000380-JA000392	6
11-06-17	**Peel Brimley Lien Claimants' Motion in Limine Nos. 1-6**	**JA000419-JA000428**	**7**
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	Exhibit 5 – Fast Glass, Inc.'s First Set of Request for Admissions to Camco Pacific Construction	JA000501-JA000511	8
	Exhibit 6 – Heinaman Contract Glazing, Inc.'s First Set of Request for Admissions to Camco Pacific Construction	JA000512-JA000522	8
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09-28-17	**Peel Brimley Lien Claimants' Reply to Oppositions to Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements**	**JA000413-JA00418**	**7**
01-09-18	**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**	**JA001552-JA001560**	**27**
06-18-18	**Plaintiff in Intervention National Wood Products, Inc.'s Joinder to Helix Electric of Nevada, LLC's Opposition**	**JA007190-JA007192**	**99**

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07-19-18	**Plaintiff-in-Intervention National Wood Products, Inc.'s Surreply to APCO Construction's Reply to Plaintiff-in-Intervention National Wood Products, Inc.'s Opposition to Motion for Attorney's Fees and Costs**	**JA007246-JA007261**	**100**
01-10-18	**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**	**JA001561-JA001573**	**27**
01-18-18	**Stipulation and Order Regarding Trial Exhibit Admitted into Evidence**	**JA002199-JA002201**	**36**
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	Trial Exhibit 56 - Photo re: Building 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002377-JA002378	42
	Trial Exhibit 57 - Photo re: Building 2 & 3, and 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002379-JA002381	42
	Trial Exhibit 58 - Helix Pay Application No. 16713-011R1 submitted to Owner	JA002382-JA002391	42
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	Trial Exhibit 60 - Helix Retention Rolled to Camco	JA002406-JA002415	43
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	Trial Exhibit 66 - Letter of transmittal from Helix to APCO re: Helix Pay Application No. 16713-011R1	JA002424-JA002433	43
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	Trial Exhibit 70 - Photo re: Building 8 & 9, South (No exterior fixtures installed. Helix billed out 90%)	JA002441-JA002442	43
	Trial Exhibit 71 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002443-JA002444	43
	Trial Exhibit 72 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002445-JA002446	43
	Trial Exhibit 73 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002447-JA002448	43
	Trial Exhibit 74 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002448-JA002449	43
	Trial Exhibit 75 - Unconditional Release re: Pay Application No. 16713-011R1 with Proof of Payment	JA002450-JA002456	43
	Exhibit 77 - Helix Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA002457-JA002494	43
	Zitting Brothers Related Exhibits:		
	Trial Exhibit 100 - Check No. 14392 payable to Zitting ($27,973.80); Progress Payment No. 7	JA002495-JA002497	44
	Trial Exhibit 101 - Email from R. Nickerl to R. Zitting re: Change Orders	JA002498-JA002500	44
	Trial Exhibit 102 -Email from L. Lynn to J. Griffith, et al. re: Change Order No. 00011 “pending”	JA002501-JA002503	44

Date	Description	Bates Number	Volume(s)
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	Trial Exhibit 105 - Ex. C to the Ratification – Zitting Quotes	JA002527-JA002528	44
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	Trial Exhibit 110 - Photo of Video (Construction Project)	JA002534-JA002535	44
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	Trial Exhibit 113 -Photo of Video (Construction Project)	JA002550-JA002541	44
	Trial Exhibit 114 -Photo of Video (Construction Project)	JA002542-JA002543	44
	Trial Exhibit 115 - Progress Payment No. 9 Remitted to Zitting	JA002544-JA002545	44
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	Trial Exhibit 117 - C to the Ratification	JA002551-JA002563	44
	Trial Exhibit 118 - Q&A from Gemstone to subcontracts	JA002564-JA002567	44
	Trial Exhibit 119 - Check No. 528388 payable to APCO ($33,847.55) – Progress Payment No. 8.1 and 8.2	JA002568-JA002571	44

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 120 - Tri-City Drywall Pay Application No. 7 to APCO as submitted to Owner. Show percentage complete for Zitting	JA002572-JA002575	44/45
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	Trial Exhibit 129 - Photo of Video (Construction Project)	JA002580-JA002581	46
	Trial Exhibit 138 - Memo from Scott Financial to Nevada State Contractors Board Re: Explanation of Project Payment Process	JA002582-JA002591	46
	Trial Exhibit 152 -Terms & Conditions modified by APCO, Invoices and Check Payment	JA002592-JA002598	46
	National Wood Products Related Exhibits:		
	Trial Exhibit 160 - Documents provided for settlement	JA002599-JA002612	46
	CAMCO Related Exhibits:		
	Trial Exhibit 163 - Camco Pay Application No. 12 to Gemstone	JA002613-JA002651	46/47
	Trial Exhibit 165 - Letter from D. Parry to A. Edelstein re: Gemstone losing funding for project	JA002652-JA002653	47
	Trial Exhibit 166 - Letter from D. Parry to G. Hall re: withdrawal of funding	JA002654 JA002656	47
	Helix Related Exhibits:		47
	Trial Exhibit 169 - Helix Exhibit to Standard Subcontract Agreement with Camco	JA 002665 JA002676	47/48
	Trial Exhibit 170 - Subcontract Agreement between Helix and Camco (unsigned)	JA002677-JA002713	48

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 171 - Work Order No. 100	JA002714-JA002718	48
	Trial Exhibit 172 - Letter from J. Griffith to Victor Fuchs Re: Gemstone's intention to continue retention of Helix w/copy of Ratification and Amendment of Subcontract Agreement	JA002719-JA002730	48
	Trial Exhibit 173 - Helix Pay Application No. 16713-012 to Camco with proof of payment	JA002731-JA002745	48
	Trial Exhibit 174 - Helix Change Order Request No. 28	JA002746-JA002747	48
	Trial Exhibit 175 - Change Notice No. 41	JA002748-JA002751	48
	Trial Exhibit 176 - Helix Pay Application No. 16713-013 to Camco	JA002752-JA002771	48/49
	Trial Exhibit 177 - Helix Pay Application No. 16713-014 to Camco	JA002772-JA002782	49
	Trial Exhibit 178 - Camco's letter to Helix rejecting Pay Application No. 16713-015 with attached copy of Pay Application	JA002783 JA002797	49
	National Wood/Cabinetec Related Exhibits:		
	Trial Exhibit 184 - Ratification and Amendment of Subcontract Agreement between CabineTec and Camco (fully executed copy)	JA002798-JA002825	49
	General Related Exhibits:		
	Trial Exhibit 218 - Camco/Owner Pay Application No. 11 w/Backup	JA002826-JA003028	50/51/52
	Trial Exhibit 220 - Camco/Owner Pay Application No. 12 w/Backup	JA003029-JA003333	52/53/54/55
	Trial Exhibit 313 - Letter from A. Edelstein to R. Nickerl re: NRS 624 Notice	JA003334-JA003338	55
	Helix Trial Exhibits:		

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 501 - Payment Summary	JA003339 – JA003732	55/56/57/ 58/59/60
	Trial Exhibit 508 – Helix Pay Application	JA003733- JA003813	60/61
	Trial Exhibit 510 - Unsigned Subcontract	JA003814- JA003927	61/62
	Trial Exhibit 512 - Helix's Lien Notice	JA003928- JA004034	62/63
	Trial Exhibit 522 - Camco Billing	JA004035- JA005281	63/64/65/66/67/ 68/69/70 /71/72 /73/74/75/ 76/77
01-17-18	**Transcript Bench Trial (Day 1)**[5]	**JA001668- JA001802**	**29/30**
	Trial Exhibit 1 - Grading Agreement ***(Admitted)***	JA001803- JA001825	30
	Trial Exhibit 2 – APCO/Gemstone General Construction Agreement ***(Admitted)***	JA001826- JA001868	30
	Trial Exhibit 3 - Nevada Construction Services /Gemstone Cost Plus/GMP Contract Disbursement Agreement ***(Admitted)***	JA001869- JA001884	30
	Trial Exhibit 4 - APCO Pay Application No. 9 Submitted to Gemstone ***(Admitted)***	JA001885- JA001974	30/31/32
	Trial Exhibit 5 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work ***(Admitted)***	JA001975- JA001978	32
	Trial Exhibit 6 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work ***(Admitted)***	JA001979- JA001980	32
	Trial Exhibit 10 - Letter from J. Barker to A. Edelstein Re: Notice of Intent to Stop Work (Second Notice) ***(Admitted)***	JA001981- JA001987	32

[5] Filed January 31, 2018

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 13 - Letter from A. Edelstein to Re. Nickerl Re: Termination for Cause (Gemstone) ***(Admitted)***	JA001988-JA002001	32
	Trial Exhibit 14 - Letter from W. Gochnour to Sean Thueson Re: [APCO's] Response to [Gemstone's] Termination for Cause ***(Admitted)***	JA002002-JA002010	33
	Trial Exhibit 15 - Letter from R. Nickerl to A. Edelstein Re: 48-Hour Notices ***(Admitted)***	JA002011-JA002013	33
	Trial Exhibit 16 - Email from J. Horning to A. Berman and J. Olivares re: Joint Checks ***(Admitted)***	JA002014	33
	Trial Exhibit 23 - APCO Subcontractor Notice of Stopping Work and Letter from J. Barker to A. Edelstein Re: Notice of Stopping Work and Notice of Intent to Terminate Contract ***(Admitted)***	JA002015-JA002016	33
	Trial Exhibit 24 - Letter from R. Nickerl to Clark County re: Notification of APCO's withdrawal as General Contractor of Record ***(Admitted)***	JA002017-JA002023	33
	Trial Exhibit 26 - Email from J. Gisondo to Subcontractors re: June checks ***(Admitted)***	JA002024	34
	Trial Exhibit 27 - Letter from A. Edelstein to R. Nickerl re: June Progress Payment ***(Admitted)***	JA002025-JA002080	34
	Trial Exhibit 28 - Letter from J. Barker to A. Edelstein Re: Termination of Agreement for GMP ***(Admitted)***	JA002081	34
	Trial Exhibit 31 - Transmission of APCO's Pay Application No. 11 as Submitted to Owner ***(Admitted)***	JA002082-JA002120	34/35
	Trial Exhibit 45 - Subcontractor Agreement ***(Admitted)***	JA002121-JA002146	35

Date	**Description**	**Bates Number**	**Volume(s)**
	Trial Exhibit 162 - Amended and Restated General Construction Agreement between Gemstone and CAMCO ***(Admitted)***	JA002147-JA002176	35/36
	Trial Exhibit 212 - Letter from Edelstein to R. Nickerl re: NRS 624 Notice ***(Admitted)***	JA002177-JA002181	36
	Trial Exhibit 215 - Email from C. Colligan to Subcontractors re: 48-hour Termination Notice ***(Admitted)***	JA002182-JA002185	36
	Trial Exhibit 216 - Email from C. Colligan re: Meeting with Subcontractors ***(Admitted)***	JA002186-JA002188	36
	Trial Exhibit 506 – Email and Contract Revisions ***(Admitted)***	JA002189 – JA002198	36
01-18-18	**Transcript – Bench Trial (Day 2)**[6]	JA005284-JA005370	78
	Trial Exhibit 535 – Deposition Transcript of Andrew Rivera (Exhibit 99) ***(Admitted)***	JA005371-JA005623	78/79/80
01-19-18	**Transcript – Bench Trial (Day 3)**[7]	JA005624-JA005785	80
	Trial Exhibit 231 – Helix Electric's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint ***(Admitted)***	JA005786-JA005801	80
	Trial Exhibit 314 - Declaration of Victor Fuchs in support of Helix's Motion for Partial Summary Judgment against Gemstone ***(Admitted)***	JA005802-JA005804	80
	Trial Exhibit 320 – June-August Billings—not paid to APCO ***(Admitted)***	JA005805	80
	Trial Exhibit 321 – Overpayments to Cabinetec ***(Admitted)***	JA005806-	80

[6] Filed January 31, 201879
[7] Filed January 31, 2018

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 536 – Lien math calculations (handwritten) ***(Admitted)***	JA005807-JA005808	80
	Trial Exhibit 804 – Camco Correspondence ***(Admitted)***	JA005809-JA005816	80
	Trial Exhibit 3176 – APCO Notice of Lien ***(Admitted)***	JA005817-JA005819	81
01-24-18	**Transcript – Bench Trial (Day 5)[8]**	**JA005820-JA005952**	81
01-24-19	**Transcript for All Pending Fee Motions on July 19, 2018**	**JA007300-JA007312**	**100/101**

[8] Filed January 31, 2018

by General Contractor. In the event that at any Monthly Review, Developer determines that General Contractor has failed to (a) deliver the revised schedules pursuant to Sections 4.01(e) or (f), provide a requested Recovery Plan, or perform the Work set forth in any Recovery Plan pursuant to such Recovery Plan, Developer has the express right to immediately engage and supervise supplemental licensed third-party service providers to augment the performance of the Work, and the cost of such supplemental third-party service providers shall be paid by General Contractor as an offset to the subsequent Progress Payment.

4.03 Liquidated Damages.

(a) Time limits set forth in this Agreement are of the essence.

(b) Each Building Completion will be attained on or prior to the applicable Required Completion Date (as adjusted only by Change Orders approved by Developer). If the Building Completion for any Building is not attained on or prior to the corresponding Required Completion Date, Developer may retain as liquidated damages (and not as a penalty) an amount equal to $15,000 for each and every calendar day after the Required Completion Date that Building Completion is delayed for such Building (the "Building Liquidated Damages").

(c) Developer and General Contractor acknowledge and agree that any liquidated damages assessed under Sections 2.09 (b) and (c), this Section 4.03, and/or Section 10.02(d)(i) are (i) due to the difficulty or impossibility of calculating actual costs and damages of delays, (ii) a reasonable approximation of the costs and damages that would be incurred by Developer for delays, and (iii) not a penalty. Developer's planning and costs for completing its entire construction process and marketing its condominiums include hiring of employees, purchase and lease of equipment, advertising, accepting deposits and reservations for the sales of units, and addressing closing costs all of which are adversely impacted by delays in Final Completion. In addition, delays in Final Completion may cause additional expenses for contract and construction administration, accounting, and cost of capital. Nothing in Sections 2.09 9(b) or (c), this Section 4.03 or Section 10.02(d)(i) shall limit in any manner the remedies and/or damages that may be obtainable by Developer upon any other breach of this Agreement by General Contractor.

ARTICLE V
COMPENSATION/PAYMENTS

5.01 Contract Sum. In exchange for the Services, Developer shall pay to General Contractor an amount equal to **$153,472,300** (the "Contract Sum"). In addition to the Contract Sum, in exchange for the services provided by General Contractor pursuant to Section 2.14, Developer shall pay to General Contractor an amount equal to the Cost of the Upgrade Work plus the General Contractor Upgrade Fee.

5.02 Guaranteed Maximum Price.

(a) The Contract Sum is guaranteed by General Contractor not to exceed **$153,472,300** subject to additions and deductions only by Change Order as provided in Section 9.01 (the "GMP"). Any costs that are not approved by a Change Order as provided in Section 9.01 and would cause the GMP to be exceeded shall be paid by General Contractor without reimbursement or contribution by Developer, including, for purposes of example and not limitation, costs arising from unforeseen ground conditions, faulty coordination, errors or omissions in the Contract Documents, unexpected encounters with service mains, bad weather, industrial unrest, shortages of labor and materials, insolvency of suppliers and Third-Party Service Providers, fire, storm, or earthquakes. Furthermore, the GMP includes all allowances, overhead, costs, general terms and conditions, general contractor fees and profits related to the Work and the Project, including, without limitation the General Contractor Fees and Costs.

(b) Notwithstanding Section 5.02(a), the Cost of the Upgrade Work is not included in the GMP.

5.03 Buy-Down Savings Split. General Contractor will use its best efforts to reduce construction costs by negotiating better terms with the Third-Party Service Providers and such savings will be calculated based on the difference between the GMP and the actual cost of the Work as set forth on the aggregate applicable invoices (as opposed to individual line items) (the "Buy-Down Savings"); however, for purposes of the calculation of the portions of the Buy-Down Savings to be retained by General Contractor, the Buy-Down Savings shall not include (i) any value engineering changes which shall be paid pursuant to Section 2.05(c)) and (ii) reductions in the cost of General Contractor's self-performed Work. All Buy-Down Savings will be split between Developer and General Contractor as set forth below:

Party	Percentage of Savings
Developer	50%
General Contractor	50%

5.04 Discounts, Rebates, and Refunds. Discounts obtained on payments made by General Contractor shall accrue 50% to Developer and 50% to General Contractor if (a) before making the payment, General Contractor included such payments in an Application for Payment and received payment therefore from Developer or (b) Developer has deposited funds with General Contractor with which to make payments. In addition, trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue

50% to Developer and 50% to General Contractor, and General Contractor shall make provisions so that they can be secured.

5.05 Progress Payments.

(a) On the first business day of each month, General Contractor and Developer shall meet to review the Work that was completed during the previous month and the corresponding payment required for such Work. Two days after such meeting, General Contractor shall submit to Developer applications for payment for the previous month on forms similar to AIA G702 and G703 including separate SOV and AIA G703 pages for each Building as well as the Corresponding Common Areas and a corresponding approved Certificate for Payment (the "Application for Payment"). The form similar to AIA G702 shall set forth the aggregate of the Work completed on the form similar to AIA G703 pages. In addition, a separate report shall be provided setting forth, for each line on the form similar to AIA G703, the aggregate amount of retainage to be withheld in such Application for Payment pursuant to Section 5.07, any adjustments to such retainage made since the preceding Application for Payment, and the cumulative retainage that has been withheld pursuant to Section 5.07. The Application for Payment shall be supported by such data to substantiate its accuracy as Developer may require.

(b) Each Application for Payment shall be based on the Schedule of Values. The Schedule of Values shall allocate the entire GMP among the various portions of the Work, and the General Contractor's Fee shall be shown as a single separate item. The Schedule of Values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect and Developer may require.

(c) Applications for Payment shall show the Percentage of Completion of each portion of the Work as of the end of the period covered by the Application for Payment. The "Percentage of Completion" shall be the lesser of

(i) the percentage of that portion of the Work which has actually been completed; or

(ii) the percentage obtained by dividing (A) the expense that has actually been incurred by General Contractor on account of that portion of the Work for which General Contractor has made or intends to make actual payment prior to the next Application for Payment by (B) the share of the GMP allocated to that portion of the Work in the Schedule of Values.

(d) Developer may refuse to approve all or a portion of any Application for Payment based on the existence of any of the following:

(i) A failure to complete, or demonstrate completion of, the Percentage of Completion set forth in a given Application of Payment, including, without limitation, a failure to prove the any reasonably requested back-up documentation;

(ii) Defective Work that has not been remedied;

(iii) Third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to Developer is provided by General Contractor;

(iv) Failure by General Contractor to make payments properly to Third-Party Service Providers for labor, materials, or equipment;

(v) Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

(vi) Damage to Developer or any Third-Party Service Provider;

(vii) Reasonable evidence that the Work will not be completed within a Completion Period and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

(viii) Persistent failure by General Contractor to complete the Work in accordance with the Contract Documents; or

(ix) General Contractor's failure to obtain and deliver a Certificate for Payment.

(e) Upon receipt of an Application for Payment that is acceptable to Developer pursuant to Sections 5.05(a-d), Developer shall, within 12 calendar days, submit, to Developer's lender or such lender's authorized designee, the corresponding draw application for the undisputed amount to be paid pursuant to such Application for Payment (the "Draw Application"). Thereafter, Developer shall take such actions as are necessary for the payment of the amount owed to General Contractor pursuant to such Draw Application (the "Progress Payment"). In the event that the Draw Application is not submitted to Developer's lender or such lender's authorized designee within the above 12 calendar day period, Developer shall pay to General Contractor $5,000 for each day that the submission of the Draw Application is delayed after such 12 calendar day period.

(f) Subject to other provisions of the Contract Documents, the amount of each Progress Payment shall be computed as follows:

(i) take that portion of the GMP properly allocable to completed Work as determined by multiplying the Percentage of Completion of each portion of the Work by the share of the GMP allocated to that portion of the Work in the Schedule of Values.

(ii) add that portion of the GMP properly allocable to materials and equipment delivered and suitably stored at the Project Site for subsequent incorporation into the Work, or if approved in advance by Developer, suitably stored off of the Project Site at a location agreed upon in writing.

(iii) subtract the aggregate of previous Progress Payments made by Developer;

(iv) subtract the applicable Standard Retainage, Montly Retainage, and Milestone Retainage calculated pursuant to Section 5.07.

(v) add the General Contractor Payment.

(vi) subtract the shortfall, if any, indicated by General Contractor in the documentation required by Section 5.05(c) to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by Developer's accountant in such documentation; and

(vii) subtract amounts, if any, (A) for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the AIA General Conditions or (B) that are disputed by Developer.

(g) Upon receipt of the Progress Payment, General Contractor shall promptly pay each Third-Party Service Provider the amount represented by the portion of the Percentage of the Work Completed that was completed by such Third-Party Service Provider during the period covered by the corresponding Progress Payment. General Contractor shall, by appropriate agreement with each Third-Party Service Provider, require each Third-Party Service Provider to make payment to sub-contractors in a similar manner.

(h) General Contractor warrants that title to all Work covered by an Application for Payment will pass to Developer no later than the time of payment. General Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issues and payments received from Developer shall, to the best of General Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of General Contractor, Third-Party Service Providers, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

(i) Subject to Section 9.01 but notwithstanding any other provision of this Agreement, the aggregate General Contractor Fees and Costs shall equal $10,000,000. For the avoidance of doubt, the General Contractor Fees and Costs do not include the General Contractor Upgrade Fee and are not subject to the documentation requirements of Section 2.06(g).

5.06 Final Payment.

(a) A final payment, constituting the entire unpaid balance of the Contract Sum (the "Final Payment"), shall be made by Developer to General Contractor when the following conditions have been met:

(i) the General Contractor has fully performed the Contract except for any General Contractor's warranty as provided in Section 2.12 of this Agreement, and to satisfy other requirements, if any, which extend beyond Final Payment;

(ii) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied;

(iii) a written statement that General Contractor knows or has no reason to suspect that any additional costs or indebtedness exists in connection with the Work; and

(iv) a final Certificate for Payment has been issued by the Architect.

(b) Developer's accountants will review and report in writing on General Contractor's final accounting within 30 days after delivery of the final accounting to the Architect by General Contractor. Based upon such costs and expenses as Developer's accountants report to be substantiated by General Contractor's final accounting, and provided the other conditions of Section 5.06(a) have been met, the Architect will, within seven days after receipt of the written report of Developer's accountants, either issue to Developer a final Certificate for Payment with a copy to General Contractor, or notify General Contractor and Developer in writing of the Architect's reasons for withholding such Certificate for Payment as provided in Section 9.5.1 of the AIA General Conditions. The time periods stated in this Section 5.06(b) supersede those stated in Section 9.4.1 of the AIA General Conditions.

(c) Notwithstanding and without limiting any other provision in the Contract Documents, the Final Payment is conditioned upon satisfaction of all conditions applicable to such payment imposed by any funding construction draws, as well as Developer's and Architect's reasonable approval. Prior to final

payment, and as a condition precedent, General Contractor shall furnish Developer with the following (the "Completion Documents"):

(i) All maintenance and operating manuals;

(ii) Marked set of drawings and specifications reflecting "as-built" conditions, upon which General Contractor shall have transferred all changes in the location of concealed utilities, mechanical or electrical systems and components. Said "as-built" drawings for mechanical, electrical and plumbing systems shall be verified and approved, in writing, by the engineer of record.

(iii) The documents set forth in Section 2.06(e).

(iv) Any assignment and/or transfer of all guaranties and warranties from Third-Party Service Providers, vendors and suppliers and manufacturers.

(v) A list of the names, address and phone numbers of all parties providing guarantees and warranties, and

(vi) Verification that all waivers that should be issued to Developer concurrent with Final Payment.

(d) Acceptance of Final Payment by General Contractor shall constitute a waiver of all claims by General Contractor except such claims as are previously made in writing and identified as unsettled at the time of the final Application for Payment.

5.07 Retainage.

(a) Each Progress Payment shall be subject to retainage equal to 5% multiplied by the amount of such Progress Payment (the "Standard Retainage").

(b) In addition to the Standard Retainage, in the event that at any Monthly Review, Developer determines that General Contractor has failed to perform the Work set forth in any Recovery Plan pursuant to such Recovery Plan, Developer may withhold from the subsequent Progress Payment an amount equal to (i) 1% multiplied by (ii) the amount of such Progress Payment attributable to the Building for which General Contractor failed to maintain the Recovery Plan (the "Monthly Retainage"). To the extent that multiple Recovery Plans are not met, the Monthly Retainage will accumulate separately for each Building and may accumulate cumulatively for each time that a Recovery Plan is not met for an individual Building.

(c) Notwithstanding Section 5.07(b), the Monthly Retainage withheld by Developer for any failure by General Contractor to maintain a particular Recovery Plan will be released in the Progress Payment following the completion by General Contractor of the Work set forth in (i) the Recovery Plan for which the Monthly Retainage was initially withheld and (ii) any subsequent Recovery Plan imposed, for the same Building, pursuant to Section 5.07(b).

(d) Furthermore, on each occasion that any of the following milestones are not met by General Contractor for each separate Building prior to the corresponding date set forth in the Schedule, the Standard Retainage shall be increased by an additional 5% for such Building multiplied by the amount of such Progress Payments as pertain to such Building (the "Milestone Retainage"):

(i) The foundation for a given Building must be completed prior to the applicable deadline for such Work as set forth in the Schedule.

(ii) A given Building must be dried-in (including the exterior paper, windows, and roof but excluding the stucco) prior to the applicable deadline for such Work as set forth in the Schedule.

(iii) A given Building must have passed its rough framing inspection (as such term is commonly used by Clark County Building Inspectors) prior to the applicable deadline for such Work as set forth in the Schedule.

(iv) Prior to the applicable deadline for such Work as set forth below, Buildings 2 and 3 must (A) meet the Minimum Requirements for Grey Shell Completion, set forth on Exhibit D hereto and (B) be ready for the Building 2 and 3 buyers to commence their improvements to the grey shell:

Building	Floor	Improvement Start Date
2	First	19-Apr-08
2	Second	21-Apr-08
2	Third	26-Apr-08
2	Fourth	1-May-08
3	First	26-Apr-08
3	Second	29-Apr-08
3	Third	4-May-08
3	Fourth	9-May-08

(v) The drywall must be completely hung in a given Building, including texture and paint, prior to the applicable deadline for such Work as set forth in the Schedule.

(vi) Prior to September 9, 2007, the first floor of Building 7 must be completed and the Temporary Certificate of Occupancy issued.

(vii) Building Completion for a given Building must be attained prior to the corresponding Required Completion Date.

(e) However, on any occasion that one of the unmet milestones set forth in Section 5.07(d) is subsequently met by General Contractor, any existing Milestone Retainage held in connection with such unmet milestone for the corresponding Building shall be reduced by 5% for the subsequent Progress Payments.

(f) Any remaining Standard Retainage, Monthly Retainage, and Milestone Retainage shall be released to General Contractor on the date that (i) Final Completion is attained and (ii) all outstanding disputes between Developer and General Contractor and Developer and any Third-Party Service Providers have been resolved, and any liens against the Project related to such disputes have been removed.

ARTICLE VI
OWNERSHIP AND USE OF DOCUMENTS

6.01 Ownership. All documents related to the Work and the Project including documents that are furnished or obtained by General Contractor, including, without limitation, any drawings, specifications, or designs (the "Project Documents") are the sole property of Developer and may be used by Developer for any purpose.

6.02 Liability. Developer's ownership of the Project Documents furnished or obtained by General Contractor does not relieve General Contractor of its legal and professional responsibilities to Developer relating to such Project Documents for purposes of the Project.

6.03 Subsequent Use. To the exient that the Project Documents that are furnished or obtained by General Contractor are used by Developer for a subsequent project that does not involve General Contractor, General Contractor shall not be professionally liable for the use of such Project Documents on such subsequent project.

6.04 Non-Publication. Submission or distribution of any Project Documents to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of common law copyrights or other reserved rights.

ARTICLE VII
PROTECTION OF PERSONS AND PROPERTY

7.01 Safety Precautions. As a material obligation of this Agreement, General Contractor shall be solely responsible for initiating, providing and maintaining safety precautions and programs in connection with the Work.

7.02 Reasonable Protection. General Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (a) employees on the Project Site and other persons who may be affected thereby; (b) the Work and materials and equipment to be incorporated therein; and (c) other property at or adjacent to the Project Site.

7.03 Liability. General Contractor shall be liable for damage or loss to the property at the Project Site to the extent caused by General Contractor, Third-Party Service Providers, or anyone directly or indirectly employed by General Contractor or Third-Party Service Providers, or by anyone for whose acts they may be liable.

7.04 Expulsion. Developer may expel from the Project Site any party, including, without limitation, General Contractor and any Third-Party Service Provider that fails to comply with any safety regulations or standards or otherwise endangers the safety of any party on the Project Site.

ARTICLE VIII
INSURANCE AND BONDS

8.01 Insurance. The Agreement, Work and Project shall be subject to the insurance provisions set forth on Exhibit E hereto.

8.02 Performance Bond and Payment Bond. It is the intention of Developer and General Contractor that General Contractor will not be required to furnish bonds for the Project; provided however, that in the event that General Contractor is unable to convince Developer's lenders that such bonds are not necessary, (a) Developer shall have the right to require General Contractor to furnish such bonds and (b) Developer and General Contractor shall negotiate in good faith to determine the appropriate division of the cost of such bonds.

ARTICLE IX
CHANGES IN THE WORK

9.01 Change Orders.

(a) A "Change Order" is a written order signed by Developer and General Contractor, authorizing a change in the Work and/or adjustment in the scope of the Project, the Contract Sum, or any Completion Period. Neither the Contract Sum nor any Completion Period can be changed without a validly executed Change Order.

(b) Developer, without invalidating this Agreement, may order changes in the Work consisting of additions, deletions or revisions. Upon receipt of such an order, General Contractor shall prepare, execute, and submit to Developer the corresponding Change Order setting forth the work to be performed, any corresponding increases or decreases to the Contract Sum, changes to the Completion Period, and an estimate of the applicable Change Order Fee. Such submitted Change Order shall only be deemed authorized upon its execution and return by Developer. The Work requested in a Change Order will not be completed until such Change Order has been executed by General Contractor and Developer. Any dispute arising over the terms of any proposed Change Order shall be treated as a Claim.

(c) As compensation for any additional work to be performed pursuant to a Change Order, General Contractor shall be paid a fee equal to 5% multiplied by any increase to the Contract Sum set forth in such Change Order; provided however, that no such fee shall be applied to Change Orders related to Upgrades. Furthermore, if pursuant to the terms of a Change Order, the Coniract Sum is reduced, General Contractor shall deduct from the General Contractor Fees and Costs an amount equal to 5% multiplied by such decrease in the Contract Sum.

(d) Notwithstanding any provision of this Agreement, Developer may unilaterally terminate any Change Order prior to the completion of the Work set forth in such Change Order. Upon such termination, a deductive change order for the amount of the uncompleted Work set forth in the terminated Change Order shall be issued by Developer and no General Contractor Payment, Change Order Fee, or General Contractor Upgrade Fee shall be assessed in connection with such Change Order.

9.02 Concealed Conditions. To the extent that Concealed Conditions exist and adversely and materially affect the production or sequencing of the Work, General Contractor shall be entitled to an equitable adjustment of the Contract Sum to reflect the actual unforeseeable costs associated with such Concealed Conditions; provided however, that such adjustment shall be requested and approved as if it were a Change Order. However, if General Contractor was negligent in the performance of its responsibilities including its responsibility to review the Contract Documents including, without limitation, any soils reports and hydrology studies, and such negligence was a cause for the increased claim, the Contract Sum shall not be increased. The term "Concealed Conditions" shall include such conditions that (a) are concealed or unknown conditions; (b) discovered below grade; (c) are not ordinarily found to exist or differ materially from those generally recognized as inherent in work of the character provided for by this Agreement; and (d) vary materially from those conditions set forth in the Contract Documents. Subject only to the previous sentence of this Section 9.02, General Contractor shall not be entitled to any Change Orders or adjustment in the Contract Sum made necessary by any unforeseen conditions including, without limitation, unforeseen gaps in or coordination issues arising from the Contract Drawings.

ARTICLE X
TERMINATION OF AGREEMENT

10.01 Termination by Developer Without Cause.

(a) Developer may, without cause, terminate this Agreement in whole, or in part, at any time prior to the completion of the Work. It is expressly understood that such a partial termination may include, without limitation, the removal of the construction or completion of one or more of the Buildings from the scope of the Work. Developer shall give General Contractor 20 days written notice, specifying the extent of termination and the effective date. In the event of such termination, General Contractor shall only be entitled to recover from Developer (a) payment for any Work (including the applicable General Contractor Fees and Costs) completed since the Progress Payment prior to such termination and (b) General Contractor's reasonable demobilization costs not to exceed an aggregate of $10,000. In no event shall General Contractor be entitled to profit or markup on services or work not performed.

(b) Upon receipt of written notice of termination of the Agreement or a portion of the Agreement pursuant to Section 10.01(a), General Contractor shall do the following:

(i) Cease operations, or such portion of the operations, as directed by Developer in such notice;

(ii) Take any action necessary, or that Developer may request, for the protection and preservation of the Work until the effective date of such termination;

(iii) Continue any Work that is not subject to such notice; and

(iv) Cooperate with, and take any actions necessary to support, any efforts by Developer to assign the Third-Party Agreements to Developer or its designees.

10.02 Termination by Developer With Cause.

(a) Developer may terminate the Agreement if General Contractor:

(i) Fails to supply enough properly skilled workers as set forth in Article II fails to supply enough proper.materials or manpower to complete any portion of the Work pursuant to the Schedule;

(ii) Fails to make payment to Third-Party Service Providers for materials or labor in accordance with this Agreement and the respective agreements between General Contractor and such Third-Party Service Providers;

(iii) Persistently disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction;

(iv) Fails to provide the revised Schedules as required by Sections 4.01(e) and (f);

(v) Fails to conduct any meetings as required by Section 2.02(f); or

(vi) Otherwise breaches any provision of this Agreement and fails to cure such breach within 48 hours of receiving written notice of such breach from Developer.

(b) When any of the reasons set forth in Section 10.02(a) exist, Developer may without prejudice to any other rights or remedies available to Developer and after giving General Contractor seven days' written notice (in addition to the 48 hours notice for purposes of Section 10.02(a)(vi)), terminate employment of General Contractor and may do the following:

(i) Take possession of the Project Site, and all materials, equipment, tools, and construction equipment and machinery thereon owned by General Contractor to the extent that such items are incorporated into the Buildings or the Project Site;

(ii) Accept assignment of any Third-Party Agreements pursuant to Section 10.04; and

(iii) Complete the Work by whatever reasonable method that Developer deems expedient.

(c) In the event of a termination pursuant to Section 10.02(b), (i) General Contractor shall not be entitled to receive any further payment until the Work is finished and the receipt of any such payment shall be subject to Section 10.02(d) and (ii) upon the request of General Contractor after the completion of the Work, Developer shall furnish to General Contractor within 10 calendar days a detailed accounting of the costs incurred by Developer to finish the Work pursuant to Section 10.02(b)(iii).

(d) In the event of a termination pursuant to Section 10.02(b), upon completion of the Work, one of the following shall be paid:

(i) If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, including compensation for any additional

services, cost increases, damages, or expenses made necessary by such termination or breach, such excess balance shall be retained by Developer as liquidated damages (and not as a penalty) for the underlying breach.

(ii) If the cost of finishing the Work, including compensation for any additional services, cost increases, damages, or expenses made necessary by such termination or breach, exceeds the unpaid balance of the Contract Sum, such excess cost of finishing the Work shall be immediately paid by General Contractor to Developer.

10.03 Retained Equipment. Upon the termination of the Agreement pursuant to this Article X, Developer may elect to retain any equipment owned by General Contractor that is incorporated into the Project.

10.04 Assignment. Each Third-Party Agreement for a portion of the Work is hereby assigned by General Contractor to Developer provided that such assignment is effective only after termination of the Agreement by Developer for cause pursuant to Section 10.02 and only for those Third-Party Agreements which Developer accepts by notifying General Contractor and the applicable Third-Party Service Provider in writing. General Contractor shall execute and deliver all such documents and take all such steps as Developer may require for the purpose of fully vesting in Developer the rights and benefits of General Contractor under such documents. Upon the acceptance by Developer of any Third-Party Agreement, subject to the other terms of this Article X, Developer shall pay to the corresponding Third-Party Service Provider any undisputed amounts owed for any Work completed by such Third-Party Service Provider, prior to the underlying termination for which Developer had not yet paid General Contractor prior to such underlying termination.

ARTICLE XI
CLAIM AND DISPUTE RESOLUTION

11.01 Definition. The term "Claim" means a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of any Agreement terms, payment of money, extension of time or other relief with respect to the terms of the Agreement. The term "Claim" also includes other disputes and matters in question between Developer and General Contractor arising out of or relating to the Agreement. Claims must be initiated by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

11.02 Time Limits on Claims. Claims by either party must be initiated within 21 calendar days after occurrence of the event giving rise to such Claim or within 21 calendar days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Architect and the other party.

11.03 Resolution of Claims and Disputes by the Architect.

(a) Claims, including those alleging an error or omission by the Architect shall be referred initially to the Architect, for decision. An initial decision by the Architect shall be required as a condition precedent to mediation, arbitration or litigation of all Claims between Developer and General Contractor arising prior to the date that Final Payment is made, unless 30 days have passed after the Claim has been referred to the Architect with no decision has been rendered by the Architect. The Architect will not decide disputes between General Contractor and persons or entities other than Developer.

(b) The Architect will review each Claim, and within 10 days of the receipt of a Claim take one or more of the following actions: (i) request additional supporting data from the claimant or a response with supporting data from the other party, (ii) reject the Claim in whole or in part, (iii) approve the Claim, (iv) suggest a compromise, or (v) advise the parties that the Architect is unable to resolve the Claim if the Architect lacks sufficient information to evaluate the merits of the Claim or if the Architect concludes that, in the Architect's sole discretion, it would be inappropriate for the Architect to resolve the Claim.

(c) The Architect will approve or reject Claims by written decision, which shall state the reasons therefore and which shall notify the parties of any change in the Contract Sum or applicable Completion Period or both. The approval or rejection of a Claim by the Architect shall be final and binding on the parties but subject to mediation and arbitration.

(d) When a written decision of the Architect states that (i) the decision is final but subject to mediation and arbitration and (ii) a demand for arbitration of a Claim covered by such decision must be made within 30 days after the date on which the party making the demand receives the final written decision, then failure to demand arbitration within such 30 days' period shall result in the Architect's decision becoming final and binding upon Developer and General Contractor. If the Architect renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence, but shall not supersede arbitration proceedings unless the decision is acceptable to all parties concerned.

11.04 Mediation.

(a) Any Claim shall after initial decision by the Architect or 30 days after submission of the Claim to the Architect, be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

(b) The parties shall endeavor to resolve their Claims by mediation which shall be in accordance with the Construction Industry

Mediation Rules of the American Arbitration Association in effect as of the date that such Claim arises. Request for mediation shall be filed in writing with the other party to the Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

(c) The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Las Vegas, Nevada. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

11.05 Arbitration.

(a) Any Claim shall, after decision by the Architect or 30 days after submission of the Claim to the Architect, be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with the provisions of Section 11.04.

(b) Claims not resolved by mediation shall be decided by arbitration which shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association in effect as of the date that such Claim arises. The demand for arbitration shall be filed in writing with the other party to the Agreement, the American Arbitration Association, and the Architect.

(c) A demand for arbitration shall be made within the time limits specified in Sections 11.03(d) and 11.04(a) as applicable, and in other cases within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations as determined pursuant to Section 2.12(d).

(d) The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

(e) The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

11.06 Continued Performance. Notwithstanding any provision of this Agreement, in the event of any unresolved Claim, dispute, or controversy between Developer and General Contractor related to the Project or this Agreement, General Contractor shall diligently continue to prosecute the Work

to the full extent practicable pending resolution of the unresolved Claim, dispute, or controversy and Developer shall continue to make payment required under the this Agreement for all Work that is not directly implicated in the Claim, dispute, or controversy.

ARTICLE XII
MISCELLANEOUS PROVISIONS

12.01 Notice. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by electronic mail or facsimile, upon transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth below or such other address as either party may specify in writing:

(i) if to General Contractor:

APCO Construction
3432 N. 5th Street
Las Vegas, NV 89032
Attention: Shawn Bowne
Phone: (702) 734-0198
Fax: (702) 734-0396
Email: sbowne@apcoconstruction.com
mickerl@apcoconstruction.com

(ii) if to Developer

Gemstone Development West, Inc.
9121 W. Russell Rd., Suite 117
Las Vegas, NV 89148
Attention: Peter Smith
Phone: (702) 614-3193
Email: pete@gemstonedev.com

12.02 Injunctive Relief for Breach. General Contractor's obligations under this Agreement are of a unique character that gives them particular value. A breach of any of such obligations will result in irreparable and continuing damage to Developer for which there will be no adequate remedy at law. In the event of such breach, Developer will be entitled to injunctive relief and/or a decree for specific performance, and such other and further relief as may be proper (including monetary damages if appropriate).

12.03 Merger Clause. This Agreement represents the entire and integrated agreement between Developer and General Contractor related to the subject matter hereof and supersedes all prior negotiations, representations

or agreements, either written or oral, expressly excluding the Grading Agreement, dated April 17, 2007, between General Contractor and Developer.

12.04 Amendment and Termination. Subject to Article X and Section 4.01(j), this Agreement may be amended or terminated only by written instrument executed by both Developer and General Contractor.

12.05 Assignment of this Agreement. Developer may freely assign this Agreement but shall provide written notice of any assignment to General Contractor. Except as set forth in this Agreement, General Contractor may not subcontract, assign, or otherwise delegate its obligations under this Agreement without Developer's prior written consent. Subject to the foregoing, this Agreement will be for the benefit of General Contractor's and Developer's successors and assigns, and will be binding on any assignees; provided however, that this Agreement shall not be construed to create a contractual relationship for the benefit of any third-party, including, without limitation, the Architect or any Third-Party Service Provider.

12.06 Governing Law; Venue. This Agreement shall be governed in all respects by the laws of the State of Nevada, as such laws are applied to agreements entered into and to be performed entirely within Nevada between Nevada residents and without regard to any conflict of law provisions. Subject to Article XI, any action or proceeding arising from or relating to this Agreement may only be brought in the applicable court in Las Vegas, Nevada, and each party hereby irrevocably submits to the jurisdiction and venue of such courts.

12.07 Attorney's Fees: Subject to Section 2.16, in the event that any negotiation, suit, action, arbitration, or mediation is instituted to enforce or interpret any provision in this Agreement or to resolve any dispute arising from or related to the Work, the prevailing party in such negotiation, suit, action, arbitration, or mediation shall be entitled to recover, in addition to any other relief to which it is entitled, from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including, without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.

12.08 Unenforceability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Agreement, (b) the balance of the Agreement shall be interpreted as if such provision were so excluded and (c) the balance of the Agreement shall be enforceable in accordance with its terms.

12.09 Waivers and Non-Waiver of Remedies. No waiver by Developer of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by General Contractor of the same or any other provision. Developer's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Developer's consent to or approval of any subsequent act by General Contractor. Developer's failure to declare a breach of this Agreement for a particular default by General Contractor shall not be a waiver of any preceding or subsequent breach by General Contractor. Unless expressly stated otherwise in this Agreement, nothing in this Agreement shall limit the rights and remedies available to any party for any breach of this Agreement by the other party.

12.10 Headings. The table of contents and the headings of Articles and Sections are for convenience only and shall not modify rights and obligations created by this Agreement.

12.11 Indemnification.

(a) General Contractor agrees to defend, indemnify and hold harmless Developer and Developer's agents and employees from any claims, demands, losses and liabilities to or by any and all persons or entities (including without limitation, Developer, General Contractor, and any Third-Party Service Provider and their respective employees, agents, licenses, or representatives) arising out of or from the (i) any breach of this Agreement by General Contractor; (ii) the negligence or willful misconduct of General Contractor or any Third-Party Service Provider or any of their agents or employees; and (iii) the Services.

(b) Notwithstanding Section 12.11(a), General Contractor's duty to defend and indemnify and hold Developer harmless shall not apply to liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the sole negligence of Developer or Developer's agents or employees.

(c) Provided that Developer has paid all undisputed outstanding invoices for a given Third-Party Service Provider, in the event that Developer is joined as a party in a lawsuit or arbitration filed by such Third-Party Service Provider concerning sums allegedly due to such party, General Contractor shall provide a bond or other security agreeable to Developer to protect the interests of Developer. The amount of bond or security provided by General Contractor shall be equal to 150% of the amount allegedly due the Third-Party Service Provider or supplier.

12.12 Building Type References. All references to "Types" of Buildings in this Agreement are referring to the five building types (I, II, III, IV, and V) in the Contract Documents.

12.13 **Business Days.** Unless it is expressly set forth that a "day" is a "business day", it shall be assumed that such day is a calendar day.

12.14 **Counterparts.** This Agreement may be executed in counterparts, all of which together shall constitute one and the same agreement. Signatures to this Agreement may be transmitted via facsimile or PDF, and such signatures shall be deemed to be originals.

12.15 **Insurance Binder.** Developer must deliver reasonable evidence of the existence of the OCIP within four business days of the Effective Date.

[Signature Page Attached]

This Agreement is entered into as of the Effective Date.

DEVELOPER:
Gemstone Development West, Inc.

Alexander Edelstein
Chief Executive Officer

GENERAL CONTRACTOR:
Asphalt Products Corporation (dba APCO Construction)

Randy Nickerl 8.28.07

By: Randy Nickerl
Its: Division Manager

[APCO Agreement Signature Page]

EXHIBIT A

List of Contract Documents

1. **Exclusions:** The Contract Documents do not include the following, and as a result, such items are not within the scope of the Work pursuant to the Agreement:

    a. Deck and Pool Furniture (except as expressly provided in the drawings set forth in Section 3 below)
    b. Guard House
    c. Site Sculptures, but the Work does include the (i) pedestals for Site Sculptures and (ii) metal sculptures located at the southeast corner of the Type III Building)
    d. Butterflies, fish, and birds, but the Work does include their habitats
    e. WiFi
    f. Wind Power
    g. Solar Power
    h. Common Area furniture
    i. Type II Building Common Area Freeze Prevention
    j. Type II Building Common Area Core Heating Equipment
    k. Type II Building HVAC for the individual units (non-Common Area)
    l. Type III Building Common Area Audio/Visual
    m. Type III Building Lobby Glass Sculpture, Koi Pond, and Planters, but the Work does including the pedestals, surrounding areas, and mounting
    n. Type III Building Sky Lounge Planters
    o. Type III Building Massage Tables
    p. Type III Building Gym Equipment
    q. Type III Building Office Equipment and Furniture
    r. The following standard exclusions to the extent that they are not expressly included in the drawings set forth in Section 3 below:
        i. Professional Liability Insurance, as it pertains to Architecture and Engineering;
        ii. Obtaining an Offsite Improvement Bond including iis associated cost; or Payment & Performance Bond for Buildings; @ N
        iii. Participation costs relative to those identified in a Traffic Study; → subject to Section @
        iv. Contaminated soil removal & clean fill replacement; unless contamination was caused by General Contractor or set forth in a soils report;
        v. Boring costs to extend utilities to site, should the existing utilities be unable to support a Project of this size, or costs associated if roadway is in a "NO CUT" state;
        vi. Any Gaming equipment;
        vii. Loading and receiving carts, dollies, and pallet jacks;
        viii. Warehouse rack storage systems;

NO @

ix. All Back-of-House utensil items associated with preparing, cooking and eating; i.e. flatware, china, glasses, cups and saucers, food prep utensils, pots, and pans;
x. Bus carts and associated equipment and hardware;
xi. Table cloths, napkins and all other such linens associated with any food service operation;
xii. Towels, bed linens, blankets, pillows, mattress pads, paper goods, waste baskets, and ash trays associated with guest units;
xiii. Televisions and clock radios in the guest units, including any related mounting or security brackets;
xiv. Engineering department supplies, tools, storage shelves & key making equipment;
xv. Housekeeping carts, vacuum cleaners, mops, dust rags, and related cleaning supplies;
xvi. Vending machines;
xvii. Amusement games and change machines;
xviii. Point-of Sale equipment, including the installation and connection;
xix. Application of anti-graffiti sealants on masonry, stucco, and precast work;
xx. Beverage (liquor, soda, beer, etc.) dispensing systems and tubing;
xxi. Trash compactors, recycling bins, and cardboard baling equipment, as well as any required steel channel runners or bumpers, but the Work does include garbage dumpsters;
xxii. All office equipment;
xxiii. File cabinets, shelving, adding machines, data processing equipment, and modular partition systems;
xxiv. Maintenance contracts (subject to the Express Warranty);
xxv. Spare parts on all items being provided under the Agreement, including supplemental carpet, wallcovering, c.o.m. fabrics, marble, tile, plumbing fixtures, lamps, bath accessories, bedspreads, drapes, locksets, ceiling tile, paint, millwork and precast, shapes, and light bulbs; and
xxvi. Provisions for linen storage and housekeeping supplies storage.

This Section 1 is a comprehensive list of all exclusions. Any item/improvement not set forth in this Section 1 shall be deemed included in the scope of the Work.

2. **Express Inclusions:** In addition to all of the items set forth and/or designed in the list of documents set forth in Section 3 below, the following items and/or improvements are expressly included in the Contract Documents, and as a result, such items are within the scope of the Work pursuant to the Agreement:

a. All offsite improvements for the Project, including, without limitation, the offsite improvements for Phase I submitted to Clark County by WRG Design, Inc. on July 26, 2007, the offsite improvements required for Oquendo Road, and any subsequent offsite improvements subsequently required by Clark County or necessary for the completion of the Work that are similar in scope to the offsite improvements for Phase I submitted to Clark County by WRG Design, Inc. on July 26, 2007.
b. All grading for the Project required pursuant to the documents set forth in Section 3 below, including, without limitation, the excavation of (i) one level of parking for Building 1 and Buildings 4-12 and (ii) two levels of parking for Buildings 2 and 3.
c. All Work necessary to complete Buildings 1-12, including, without limitation, Buildings 1 and 4 (Type V) and Building 12 (Type IV) despite the fact that the Construction Documents for the Type IV and Type V Buildings are not yet completed. Developer and General Contractor expressly agree that the Type IV and Type V Buildings are similar to the design of the Type I Buildings. General Contractor hereby expressly acknowledges that the design of the Type IV and Type V Buildings has not been completed and that General Contractor is relying on the Schematic Design of such buildings as well as the Construction Documents for the Type I Buildings to calculate the cost of the Type IV and Type V Buildings for purposes of the GMP. Consequently, to the extent that no Material Design Changes to the design of the Type IV or Type V Buildings are expressly requested in writing by Developer, General Contractor hereby expressly assumes the risk of completing the Work for the GMP based on the Schematic Designs of the Type IV and Type V Buildings and will not seek or obtain any increase to the GMP in connection with any changes or costs that may arise during the preparation of the Construction Documents for the Type IV and Type V Buildings or in connection with the completion of the Work for Buildings 1, 4, and 12. For purposes of this Section 2(c), "Material Design Changes" shall only include (i) a change in the number or type of units within the Type IV or Type V Buildings or (ii) a change in the number of floors in the Type IV or Type V Buildings. For purposes of example, set forth below are certain details that are not included in the available drawings for the Type IV and Type V Buildings, but that (i) are in the Construction Drawings for the Type I Buildings, (ii) will be constructed pursuant to this Agreement, and (iii) are expressly included in the Work for the Type IV and Type V Buildings:
    i. Mechanical ventilation shafts in the underground garages;
    ii. Mechanical shafts in the wood framing;
    iii. Garage foundation, walls and lid concrete framing as well as the wood framing is shown more accurately for Buildings 8 & 9 than for remaining Type I Buildings and the Type IV and V Buildings.

d. All Work necessary to complete the site work and landscaping for the entire Project despite the fact that the Construction Documents are only complete for the areas around Buildings 2, 3, 7, 8, and 9 ("Phase I Landscaping"). Developer and General Contractor expressly agree that the site work and landscape design for the areas around Buildings 1, 4, 5, 6, 10, 11, and 12 (the "Subsequent Phase Landscaping") are similar to the Phase I Landscaping. General Contractor hereby expressly acknowledges that the design of the Construction Documents for the Subsequent Phase Landscaping has not been completed and that General Contractor is relying on the Schematic Design of such areas as well as the Construction Documents for the Phase I Landscaping to calculate the cost of the Subsequent Phase Landscaping for purposes of the GMP. In addition, General Contractor expressly acknowledges that (a) the Subsequent Phase Landscaping design will include basic planting, hardscape, and planters similar to the basic planting, hardscape, and planters provided for in the Construction Documents for the Phase I Landscaping, (b) the Subsequent Phase Landscaping also includes, without limitation, the following: jogging trail, butterfly and bird garden (the plants not the animals), great grass lawn filling the center of a courtyard, rose garden with trellises, putting green, basketball court, tot lot, and dog run; (c) the above items are set forth on the Schematic Designs for the Subsequent Phase Landscaping but without the level of detail required for construction; and (d) General Contractor assumes the risk of pricing and building the above improvements prior to the completion of the corresponding Construction Drawings. Consequently, to the extent that no Material Site Changes to the Subsequent Phase Landscaping are expressly requested in writing by Developer, General Contractor hereby expressly assumes the risk of completing the Work for the GMP based on the Schematic Designs of the Subsequent Phase Landscaping and will not seek or obtain any increase to the GMP in connection with any changes or costs that may arise during the preparation of the Construction Documents for the Subsequent Phase Landscaping or in connection with the completion of the Work for the Subsequent Phase Landscaping. For purposes of this Section 2(d), "Material Landscaping Changes" shall only include the addition of additional gardens to the Subsequent Phase Landscaping.

e. All Work, labor and materials necessary to complete the landscape irrigation system for the entire Project despite the fact that the Construction Documents are only complete for the areas around Buildings 2, 3, 7, 8, and 9 ("Phase I Irrigation"). Developer and General Contractor expressly agree that the irrigation system design for the areas around Buildings 1, 4, 5, 6, 10, 11, and 12 (the "Subsequent Phase Irrigation") is similar to the Phase I Irrigation

System. General Contractor hereby expressly acknowledges that the design of the Construction Documents for the Subsequent Phase Irrigation System has not been completed and that General Contractor is relying on the Schematic Design of such areas as well as the Construction Documents for the Phase I Irrigation to calculate the cost of the Subsequent Phase Irrigation for purposes of the GMP. In addition, General Contractor expressly acknowledges that (a) the Subsequent Phase Irrigation design will include basic irrigation equipment, mainline piping both on-grade and on-structure, lateral piping both on-grade and on-structure, irrigation controllers, mainline valve assemblies, remote control valve assemblies and drip irrigation equipment similar to the irrigation equipment provided for in the Construction Documents for the Phase I Irrigation System, (b) the Subsequent Phase Irrigation also includes, without limitation, the following: irrigation sub-mainline points of connection and Subsequent Phase Irrigation controller electrical services; (c) the above items are set forth on the Schematic Designs for the Subsequent Phase Irrigation but without the level of detail required for construction; and (d) General Contractor assumes the risk of pricing and building the above improvements prior to the completion of the corresponding Construction Drawings. Consequently, to the extent that no Material Irrigation Changes to the Subsequent Phase Irrigation are expressly requested in writing by Developer, General Contractor hereby expressly assumes the risk of completing the Work for the GMP based on the Schematic Designs of the Subsequent Phase Irrigation and will not seek or obtain any increase to the GMP in connection with any changes or costs that may arise during the preparation of the Construction Documents for the Subsequent Phase Irrigation or in connection with the completion of the Work for the Subsequent Phase Irrigation. For purposes of this Section 2(e), "Material Irrigation Changes" shall only include the addition of additional gardens to the Subsequent Phase Irrigation.

f. All Work, labor and materials necessary to complete the Civil Improvements for the entire Project, despite the fact that the Construction Documents are only complete for the areas around Buildings 2, 3, 7, 8, and 9 ("Phase I Civil Improvements"). Developer and General Contractor expressly agree that the Civil Improvements for the areas around Buildings 1, 4, 5, 6, 10, 11, and 12 (the "Phase II Civil Improvements") are similar to the Phase I Civil Improvements. General Contractor hereby expressly acknowledges that the design of the Construction Documents, for the Phase II Civil Improvements, have not been completed. The General Contractor is relying on the Schematic Design of such areas as well as the Construction Documents for the Phase I Civil Improvements to calculate the cost of the Phase II Civil Improvements. In addition, the General Contractor expressly acknowledges that (a) the Phase II Civil Improvements design will

include basic improvements provided in the Construction Documents for the Phase I Civil Improvements, (b) the Phase II Civil Improvements also include, without limitation, the following: force main sewer and storm drain on Oquendo Road and Phase II force main electrical services; (c) the above items are set forth on the Schematic Designs for the Phase II Civil Improvement plans but without the level of detail required for construction; and (d) General Contractor assumes the risk of pricing and building the above improvements prior to the completion of the corresponding Construction Drawings. Consequently, to the extent that no Material Civil Changes to the Phase II Civil Improvements are expressly requested in writing by Developer, General Contractor hereby expressly assumes the risk of completing the Work for the GMP based on the Schematic Designs of the Phase II Civil Improvements and will not seek or obtain any increase to the GMP in connection with any changes or costs that may arise during the preparation of the Construction Documents for the Phase II Civil Improvements or in connection with the completion of the Work for the Phase II Civil Improvements. For purposes of this Section 2(f), "Material Civil Changes" shall only include the addition of additional parcels of land to the Phase II Civil Improvements.

g. All labor and materials necessary to install (A) three RG-6 homeruns from the closest telecommunications closets within each Building to a central closet in each unit; (B) an individual RG-6 homerun from such central closet in each unit to each telecommunications outlet within such unit; (C) at least one finished terminated outlet in each living room and each bedroom, (C) such RG-6 runs as are required for the televisions in the Common Areas, and (D) all conduit required to install the above RG-6 wiring as well as any additional conduit required to pull wire from each telecommunications closet to the point of entry into the corresponding Building.
h. The following basic construction items:
    i. Site Prep
    ii. Mass Excavation
    iii. Site Water
    iv. Site Sanitary Sewer
    v. Site Electric
    vi. Storm Sewer
    vii. Asphaltic Concrete Paving
    viii. Concrete Paving and Approaches
    ix. Curbs and Gutters
    x. Sidewalks
    xi. Unit Pavers
    xii. Irrigation System
    xiii. Fencing
    xiv. Site furnishings
    xv. Landscaping
    xvi. Pools Decking & Pool Equipment Storage (Fencing and Roof)

xvii. Concrete Formwork
xviii. Reinforcing Steel
xix. Concrete Sealer in the specified locations
xx. Cast in Place Concrete
xxi. Precast Concrete
xxii. Concrete Floor Topping
xxiii. CMU
xxiv. Brick Veneer
xxv. Stonework flooring in the Type III Building
xxvi. Structural Steel
xxvii. Bar Joists
xxviii. Metal Deck
xxix. Metal Stairs
xxx. Metal Railings
xxxi. Ornamental Metal
xxxii. Miscellaneous Metals
xxxiii. Rough Framing
xxxiv. Millwork
xxxv. Architectural Woodwork
xxxvi. Waterproofing
xxxvii. Insulation
xxxviii. EFIS/Stucco
xxxix. EPDM Roofing (60 mill)
xl. Flashing
xli. Clark County Approved Roof Hatches with Ladder
xlii. Sprayed on Fireproofing
xliii. Caulking and Sealants
xliv. HM Doors and Frames
xlv. Wood Doors and Frames
xlvi. Sliding/French Doors
xlvii. Elevator Smoke Containment Doors
xlviii. Access Panels
xlix. Won Doors
l. Storefront
li. Vinyl Windows
lii. Aluminum Windows
liii. Door Hardware
liv. Glass and glazing
lv. Aluminum Curtain Wall System
lvi. GWB with Light Guage Metal Framing/or Wood Framing
lvii. Stone Tile
lviii. Sound Reduction Underlayments
lix. Ceramic Tile
lx. ACT
lxi. Carpet
lxii. Wallcovering
lxiii. Painting and Parking Area Striping
lxiv. Toilet Partitions

lxv. Wall Base
lxvi. Interior Signage
lxvii. Fire extinguishers and Cabinets
lxviii. Mail Boxes
lxix. Metal Gym Lockers
lxx. Bathroom Accessories
lxxi. Appliances
lxxii. Operable Partitions
lxxiii. Elevators
lxxiv. Fire Sprinkler System
lxxv. Plumbing
lxxvi. HVAC
lxxvii. Electrical
lxxviii. Fire Alarm System
lxxix. Cameras and Access Control with Individual Unit Access to the Feed
lxxx. Basic Phone Wiring with Outlets in the Kitchen and Master Bedrooms
lxxxi. Wood Doors
lxxxii. Programmable Thermostats
lxxxiii. Smooth Finish Entry Door with satin Nickel Hardware
lxxxiv. Double-Glazed, High Efficiency Windows
lxxxv. Granite Slab Countertops
lxxxvi. Stainless Steel Appliances
lxxxvii. Fixtures by Kohler

i. The following landscaping and pool items:
    i. **General Overall**
        1. Trellis over exhaust stack
        2. Trash enclosures + metal work and gates
        3. Fences and gate systems/keypads electrical
        4. Large exhaust vent covers
        5. Lighting (landscape accent, pathway, safety, etc.)
        6. Automated vehicle gates, man gates w/ keypads
        7. Landscape plant materials to include amended soil
        8. Irrigation
        9. Drainage
        10. Planter curb
        11. Vehicle barrier bollards
        12. Monument signage
        13. Decorative pilasters w/ brick veneer and precast concrete caps
        14. Jogging Trail
        15. Security fencing
        16. Basketball Court
        17. Tot lot to include resilient surfacing, fence, play equipment, bench, trash receptacle and lighting
        18. Dog run w/ fence, gate with keypad, furnishings to include: Bench, dog waste station, trash receptacle.

ii. **Amphitheater Area/ Main Plaza Area (Buildings 2 and 3)**

1. Amphitheater Sound Electrical system
2. Amphitheatre stage area
3. Planter walls w/ brick veneer, concrete caps, waterproofing + drainage as needed
4. Raised Planters w/ brick veneer, concrete caps, waterproofing and irrigation
5. Decorative brick pavers and specialty paving with underlayment
6. Colored concrete, specialty concrete
7. Decorative walls with precast concrete caps
8. Decorative handrails
9. Decorative guard Rails
10. Decorative pots w/ Waterproofing and irrigation
11. Sculpture bases
12. Lighting (landscape accent, pathway, safety, etc.)
13. Deck drains
14. Planter area garden assemblies to include lightweight soil with underlayment, waterproofing and drainage
15. Steps, ramps, walkways
16. Turf areas and underlayment, waterproofing and drainage
17. Seat walls with poured in place concrete benches
18. Signage
19. Site furnishings to include: dining tables and chairs, umbrellas, trash receptacles, benches
20. Mow curbs
21. Planter curb
22. Building Trellises over dining areas
23. Landscape plant materials to include amended soil
24. Irrigation
25. Decomposed granite mulch in all planters and planting beds
26. Pre-emergent in all planters and planting beds

iii. **BBQ Main Pool Area (Building 7)**

1. Pool code fence with gates and keypads
2. Building water feature that flows into pool from above-at main pool area
3. Two pools
4. Cabanas with electrical and fans, etc.
5. Site furnishings to include: chaise loungers, dining tables and chairs, umbrellas, trash receptacles, bar stools, refrigerators, BBQ grills, drop in cooler
6. Gas connection
7. Electrical
8. Trellis
9. Walls
10. Lighting (landscape accent, pathway, safety, etc.)

11. Granite counter tops/ bases
12. Any under counter furnishings
13. Upholstered Furnishings to include: (2) loveseats, (4) Chairs, (2) Coffee tables
14. Area drainage, trench drains deck surface, specialty terrazzo tile on pool deck
15. Brick pavers & specialty paving, colored concrete, etc.
16. Entry flooring at ingress to Building 7 at main pool deck level
17. Fire Pit with accessories and gas connection
18. Planter area garden assemblies to include lightweight soil, underlayment, waterproofing and drainage
19. Raised planters with brick veneer and concrete caps, waterproofing and irrigation
20. Landscape plant materials to include amended soil
21. Irrigation
22. Decomposed granite mulch in all planters and planting beds
23. Pre-emergent in all planters and planting beds

iv. **Zen garden (Building 8 & 9)**

1. Putting green with sand traps (specialty sand)
2. Monolithic stones and anchors
3. Stepping stones
4. Specialty sand
5. Site furnishings (Pagoda, bridge, benches, trash urns, etc.)
6. Lighting (landscape accent, pathway, safety, etc)
7. Planter curb
8. Deck drainage
9. Planter area garden assembly to include lightweight soil, with underlayment, water proofing and drainage
10. Landscape plant materials to include amended soil
11. Irrigation
12. Decomposed granite mulch in all planters and planting beds
13. Pre-emergent in all planters and planting beds

v. **Rose Garden (Building 12)**

1. (1) Gazebo: Such gazebo will be of tube steel, probably custom manufactured locally, with a black powder coat finish. Members will be sized by the structural engineer, footings and attachments per structural engineer. Ultimately these structures should be comparable to the four trellises located in the Rose Garden and described below.
2. (4) Trellises: Such trellises will cover the walkway and be constructed of tube steel, probably custom manufactured locally, with a black powder coat

finish. Members will be sized by the structural engineer, footings and attachments per structural engineer. Ultimately these structures should be comparable to (a) the steel trellis that is specified for the outdoor dining areas near the Type II Buildings and set forth in the drawings listed in Section 3 below and (b) the preliminary design titled "Rose Garden Trellis Preliminary Design" included in the drawings listed in Section 3 below.

3. Brick pavers
4. Site furnishings (benches, trash urns, etc.)
5. Lighting (landscape accent, pathway, safety, etc.)
6. Deck drainage
7. Planter curb
8. Planter area garden assembly to include lightweight soil, with underlayment, water proofing and drainage
9. Landscape plant materials to include amended soil
10. Irrigation
11. Decomposed granite mulch in all planters and planting beds
12. Pre-emergent in all planters and planting beds

vi. **Butterfly and Hammock Gardens (Building 5 & 6)**

1. Brick pavers
2. Seatwall with brick veneer, concrete cap and poured in place concrete bench with waterproofing on planted side
3. (2) Trellises: Such trellises will be of tube steel, probably custom manufactured locally, with a black powder coat finish. Members will be sized by the structural engineer, footings and attachments per structural engineer. Such trellises will be comparable to the (a) trellis that is specified for the barbecue area located near the Type III Building and set forth in the drawings listed in Section 3 below and (b) the preliminary design titled "Butterfly and Hammock Garden Trellis Preliminary Design" included in the drawings listed in Section 3 below
4. Raised planters with brick veneer and waterproofing
5. Site furnishings to include: benches, trash receptacles, hammocks, etc.
6. Lighting (landscape accent, pathway, safety, etc.)
7. Deck drainage
8. Compacted and stabilized DG pathways, specialty paving, brick pavers
9. Planter area garden assembly to include lightweight soil, with underlayment, water proofing and drainage
10. Planter curb
11. Landscape plant materials to include amended soil

12. Irrigation
13. Decomposed granite mulch in all planters and planting beds
14. Pre-emergent in all planters and planting beds

vii. **Open Area (Building 10 & 11)**

1. Volley Ball court on turf
2. Paved jogging trail
3. Site Furnishings to include: Bench, trash receptacles, dog waste station
4. Planter curb
5. Landscape plant materials to include amended soil
6. Irrigation
7. Decomposed granite mulch in all planters and planting beds
8. Pre-emergent in all planters and planting beds

viii. **9th Floor Pool Area (Building 7)**

1. Custom decorative planters w/ waterproofing, irrigation and drainage
2. Lighting (landscape accent, pathway, safety, etc.)
3. Specialty decking material
4. Landscape plant materials to include amended soil
5. Building trellis
6. Decomposed granite mulch in all planters and planting beds
7. Pre-emergent in all planters and planting beds
8. Two spas with the accompanying equipment

ix. **Atrium Planter Areas (Building 7)**

1. Planters with waterproofing and drainage
2. Landscape plant materials to include amended soil
3. Irrigation
4. Decomposed granite mulch in all planters and planting beds
5. Pre-emergent in all planters and planting beds

3. **List of Contract Documents.** Notwithstanding any provision of this Agreement, all items and/or improvements set forth in the documents set forth below are included in the scope of the Work pursuant to the Agreement; provided however, that the Contract Sum is subject to adjustment via Change Order for any changes in the following drawings after the June 1, 2007:

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E1.3.1.1	TYPE I: CALCULATIONS ELECTRICAL
E1.3.1.2	TYPE II: CALCULATIONS ELECTRICAL
E1.3.2.1	TYPE III: CALCULATIONS ELECTRICAL
E1.3.3.1	TYPE III: CALCUATIONS ELECTRICAL
E1.3.3.2	TYPE III: CALCULATIONS ELECTRICAL
E1.3.3.3	TYPE III: CALCULATIONS ELECTRICAL
E1.4.1.1	TYPE I: ENERGY CALCULATIONS ELECTRICAL
E1.4.2.1	TYPE II: ENERGY CALCULATIONS ELECTRICAL
E1.4.3.1	TYPE III: ENERGY CALCULATIONS ELECTRICAL
E2.1.0.2	TYPE I: BLDGS 8, 9 GARAGE LEVEL ELECTRICAL PLAN
E2.1.0.2A	TYPE I: BLDGS 8, 9 GARAGE LEVEL ELECTRICAL PLAN
E2.1.1.1	TYPE I: BLDGS 8, 9 FIRST LEVEL ELECTRICAL PLAN
E2.1.1.2	TYPE I: BLDGS 8, 9 FIRST LEVEL ELECTRICAL PLAN
E2.1.2.1	TYPE I: BLDGS 8, 9 SECOND LEVEL ELECTRICAL PLAN
E2.1.2.2	TYPE I: BLDGS 8, 9 SECOND LEVEL ELECTRICAL PLAN
E2.1.3.1	TYPE I: BLDGS 8, 9 THIRD LEVEL ELECTRICAL PLAN
E2.1.3.2	TYPE I: BLDGS 8, 9 THIRD LEVEL ELECTRICAL PLAN
E2.1.4.1	TYPE I: BLDGS 8, 9 FOURTH LEVEL ELECTRICAL PLAN
E2.1.4.2	TYPE I: BLDGS 8, 9 FOURTH LEVEL ELECTRICAL PLAN
E2.1.5.1	TYPE I: BLDGS 8, 9 LOFT LEVEL ELECTRICAL PLAN
E2.1.5.2	TYPE I: BLDGS 8, 9 LOFT LEVEL ELECTRICAL PLAN
E2.2.0.1	TYPE II: PARTIAL GARAGE LOWER LEVEL ELECTRICAL PLAN
E2.2.0.2	TYPE II: PARTIAL GARAGE LOWER LEVEL ELECTRICAL PLAN
E2.2.0.3	TYPE II: PARTIAL GARAGE LEVEL ELECTRICAL PLAN
E2.2.0.4	TYPE II: PARTIAL GARAGE LEVEL ELECTRICAL PLAN
E2.2.1.1	TYPE II: FIRST LEVEL ELECTRICAL PLAN
E2.2.1.1A	TYPE II: PARTIAL FIRST LEVEL ELECTRICAL PLAN
E2.2.2.1	TYPE II: 2ND LEVEL ELECTRICAL PLAN
E2.2.3.1	TYPE II: 3RD-4TH LEVEL ELECTRICAL PLAN
E2.2.4.1	TYPE II: ROOF LEVEL ELECTRICAL PLAN
E2.3.0.1	TYPE III: GARAGE LEVEL ELECTRICAL PLAN
E2.3.0.1A	TYPE III: PARTIAL GARAGE LEVEL ELECTRICAL PLAN
E2.3.1.1	TYPE III: FIRST LEVEL POWER/COMM PLAN-ELECTRICAL
E2.3.1.2	TYPE III: FIRST LEVEL LIGHTING PLAN-ELECTRICAL
E2.3.2.1	TYPE III: 2ND-8TH LEVEL ELECTRICAL PLAN
E2.3.3.1	TYPE III: 9TH LEVEL POWER/COMM PLAN-ELECTRICAL

E2.3.3.2	TYPE III: 9TH LEVEL LIGHTING PLAN-ELECTRICAL
E2.3.4.1	TYPE III: ROOF LEVEL ELECTRICAL
3.3.0.1	UNITS S AND A1 ELECTRICAL PLANS
E3.3.0.2	UNITS A1-L, B1, AND B2 ELECTRICAL PLANS
E3.3.0.3	UNITS B3, B3-L, B4 ELECTRICAL PLANS
E3.3.0.4	UNITS B4-L, AND B5 ELECTRICAL PLANS
E3.3.0.5	UNITS B5-L, B6, AND C1 ELECTRICAL
E3.3.0.6	UNITS C1a, C2, ES-1 AND ES-2 ELECTRICAL PLANS
E3.3.0.7	UNITS EA-1, EB-1, EB-2 AND EC-1 ELECTRICAL PLANS
E3.3.0.8	UNITS EC-2 ELECTRICAL PLAN

SECURITY CAMERAS AND ACCESS CONTROL

SC-00
SC-01
SC-02
SC-03
SC-04
SC-05
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SC-12
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SC-26
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SC-31
SC-32
SC-33
SC-34

SWIMMING POOLS AND SPAS

The swimming pool and spa designs are being prepared by Pools By Grube as a separate submittal. The Work includes constructing two rooftop spas, one grade level spa, and two swimming pools, in the locations and in the shapes set forth on the existing landscape and architectural plans. Furthermore, the Work also all of the machinery and equipment necessary for such pools and spas as well as the structures necessary to house such machinery and equipment.

Audio/Visual System

The final audio/visual designs are not yet completed. However, the Work includes the construction of an audio/visual system pursuant to the specifications set forth in the ManhattanWest Clubhouse Audio/Visual Proposal Summary submitted to Developer by HD Communications LLC as of the Effective Date.

FIRE SPRINKLER SYSTEM

6378-PHI-UTILZK-UTIL-1
6378-PHI-UTILZK-UTIL-2
6378-PHI-UTILZK-UTIL-3
6378-PHI-UTILZK-UTIL-4
FP2.0.0.0
FP2.1.0.1
FP2.1.1.1
FP2.1.2.1
FP2.1.4.1
FP2.2.0.2
FP2.2.0.1
FP2.2.1.1
FP2.2.2.1
FP2.3.0.1
FP2.3.0.1.A
FP2.3.1.1
FP2.3.2.1
FP2.3.9.1

Note: If an item/improvement is included in the list set forth in Section 2 or within the documents set forth in Section 3, such item/improvement shall be deemed to be within the scope of the Work. If a conflict arises between the details of the specific design (as opposed to the existence) of any item/improvement in both the list set forth in Section 2 and within the documents set forth in Section 3, the details set forth within the documents set forth in Section 3 shall control.

Note: Section 1 is a comprehensive list of all exclusions from the scope of the Work, and due to its expertise in construction matters, General Contractor is in the best position to determine the items that should be excluded pursuant to Section 1 and included pursuant to Sections 2 and 3. Consequently, to the extent that a conflict arises regarding the inclusion or exclusion of an item/improvement from the scope of the Work, it shall be assumed that such item/improvement is included in the scope of the Work.

Note: The Contract Documents set forth in this Section 3 are in progress and are being provided to the General Contractor for its use in establishing a GMP. Such documents are incomplete and the General Contractor has included appropriate contingencies in the GMP for all items that are not fully detailed, in progress, or shown.

EXHIBIT B

Glossary of Defined Terms

Defined Terms:

1. "AIA General Conditions" means the AIA Document A201-1997 General Conditions of the Contract for Construction attached to the Agreement as **Exhibit F**.

2. "Architect" means OZ Architecture of Nevada, LP.

3. "Building" means any building within the Project.

4. "Certificate of Occupancy" means the permission from Clark County and any other applicable regulatory agency necessary for Developer to conduct the close of escrow for the sale of the individual units in the Project.

5. "Common Area" means any area within the Project that is not directly part of a Building.

6. "Corresponding Common Area" means the Common Area corresponding to a given Building as set forth on **Exhibit G**.

7. "Cost of the Upgrade Work" means the aggregate amount to be paid to the Upgrade Vendors pursuant to the terms of the Upgrade Agreements.

8. "Critical Path" means the sequence of Work that must be completed pursuant to the Schedule for a given Building to be completed prior to the corresponding Required Completion Date. As such sequence is the longest duration sequence of required Work through the Schedule for a given Building, any delay of such sequence will result in a like delay to the Schedule and the corresponding Building Completion.

9. "Emergency" means any problem that requires immediate resolution to avoid the potential for harm to any person or property or which might make a portion of the Project uninhabitable or useable, including, without limitation, power outages, gas outages or leaks, HVAC system failures, and water outages or leaks.

10. "Final Working Drawings" means any drawings, including, without limitation shop drawings and coordination drawings, that are required from General Contractor for situations in which specific coordination is required due to (a) the manner or timing of installation by different Third-Party Service Providers or (b) space, scheduling, or availability restrictions.

11. "General Contractor Fees and Costs" means the aggregate of all of the General Contractor Payments.

12. "General Contractor Payment" means, for a given Progress Payment, (a) 6.65% multiplied by (b) the aggregate of the amounts set forth in Sections 5.05(f)(i) and (ii) minus the aggregate of the amounts set forth in Sections 5.05(f)(iii) and (iv).

13. "General Contractor Upgrade Fee" means 3.75% multiplied by the Cost of the Upgrade Work.

14. "Schedule of Values" means a list delivered by General Contractor to Developer that sets forth (i) each component of the Work, and (ii) the corresponding budgeted cost for each component of the Work.

15. "Office Space Specifications": Set forth below are the standards, but the individual buyer may request revisions for which the per square foot price would be adjusted:

a. **Design:** Architectural design is contracted separately by the individual buyer with the Architect. All MEP is design-build.
b. **Floor:** Masland Commercial Carpet. $15.87 YD installed Glue over concrete (Passes Flooring Radiant Panel Test, Class 1).
c. **Walls:** steel framing with knock-down drywall. Two internal offices.
d. **Paint:** Benjamin Moore #232 Winter Wheat, Latex, Eggshell
e. **HVAC:** All items required from, but not including, the air-handling units, including, without limitation, all connecting lines, ventilation ducting, and thermostats.
f. **Plumbing:** None
g. **Windows:** N/A
h. **Doors:** two Internal office doors.
i. **Trim:** 4" inch kove base
j. **Electrical:** standard number and spacing for electric outlets
k. **Telecom:** standard number and spacing for cable hook-ups
l. **Fire Alarm:** minimum required by the county
m. **Fire Sprinkler:** dropping the required number of pendants through the dropped ceiling.
n. **Ceiling:** Acoustical Drop Ceiling Tiles (Eclise Clima Plus (FL) #78975, 2' x 4' x1/3" T)
o. **Door Hardware:** Slab doors with paint grade stain and lever handles of brushed nickel.
p. **Lighting:** 24" x 48" flourescent
q. **Permitting:** To be obtained by General Contractor

16. "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by General Contractor to fulfill General Contractor's responsibilities. The Work may constitute the whole or a part of the Project.

Additional Terms. Each of the following terms is defined in the section or reference set forth opposite such term below.

Term	Section
Agreement	Preamble
Application for Payment	Section 5.05(a)
Authorized Start Date	Section 4.01(a)
Monthly Retainage	Section 5.07(b)
Monthly Review	Section 4.02
Builder Risk SIR Obligation	Exhibit E 4.03
Builder's Risk Policy	Exhibit E 4.01
Building Completion	Section 2.10(a)
Building Liquidated Damages	Section 4.03(b)
Buy-Down Savings	Section 5.03
Buyer Punch List	Section 2.09(c)
CGL	Exhibit E (1.06)(a)
Change Order	Section 9.01(a)
Claim	Section 11.01
Completion Documents	Section 5.06(c)
Completion Period	Section 4.01(a)
Concealed Conditions	Section 9.02
Contract Documents	Section 1.01
Contract Sum	Section 5.01
Costs of OCIP Coverages	Exhibit E (1.08)(a)(iii)
Developer	Preamble
Developer OCIP Change	Exhibit E (1.07)(c)
Developer Punch List	Section 2.09(b)
Draw Application	Section 5.05(e)
EMR	Exhibit E (1.08)(b)(ix)
Enrolled Parties	Exhibit E (1.02)
Enrollment Forms	Exhibit E (1.08)(b)(ii)
Effective Date	Preamble
Estimated Certificate of Occupancy Date	Section 2.09(b)
Excluded Parties	Exhibit E (1.03)
Express Warranty	Section 2.12
Final Completion	Section 2.10(a)
Final Payment	Section 5.06(a)
First Correction Period	Section 2.09(b)
General Contractor	Preamble
GMP	Section 5.02(a)
Insurance Manual	Exhibit E (1.01)
Material Design Changes	Exhibit A (2)(c)
Material Irrigation Changes	Exhibit A (2)(e)
Material Landscaping Changes	Exhibit A (2)(d)

Milestone Retainage	Section 5.07(d)
Minimum Requirements for Grey Shell Completion	Exhibit D
Non-OCIP Coverages	Exhibit E (2.01)
OCIP	Exhibit E (1.01)
OCIP Administrator	Exhibit E (1.01)
OCIP Coverages	Exhibit E (1.01)
OCIP Insurer	Exhibit E (1.06)(d)
Phase I	Section 2.13(a)
Phase I civil Improvements	Exhibit A (2)(f)
Phase I Irrigation	Exhibit A (2)(e)
Phase I Landscaping	Exhibit A (2)(d)
Phase II Civil Improvements	Exhibit A (2)(f)
Percentage Completion	Section 5.05(c)
Progress Payment	Section 5.05(e)
Project	Preamble
Project Documents	Section 6.01
Project Site	Preamble
Recovery Plan	Section 4.02
Required Completion Date	Section 4.01(a)
Schedule	Section 4.01(a)
SIR	Exhibit E (5.01)
Second Correction Period	Section 2.09(c)
Services	Article II Preamble
Subsequent Phase Irrigation	Exhibit A (2)(e)
Subsequent Phase Landscaping	Exhibit A (2)(d)
Standard Retainage	Section 5.07(a)
Third-Party Agreements	Section 2.02(a)
Third-Party Service Providers	Section 2.02(a)
Unforeseen OCIP Change	Exhibit E (1.07)(c)
Upgrades	Section 2.14(a)
Upgrade Vendors	Section 2.14(a)

EXHIBIT C

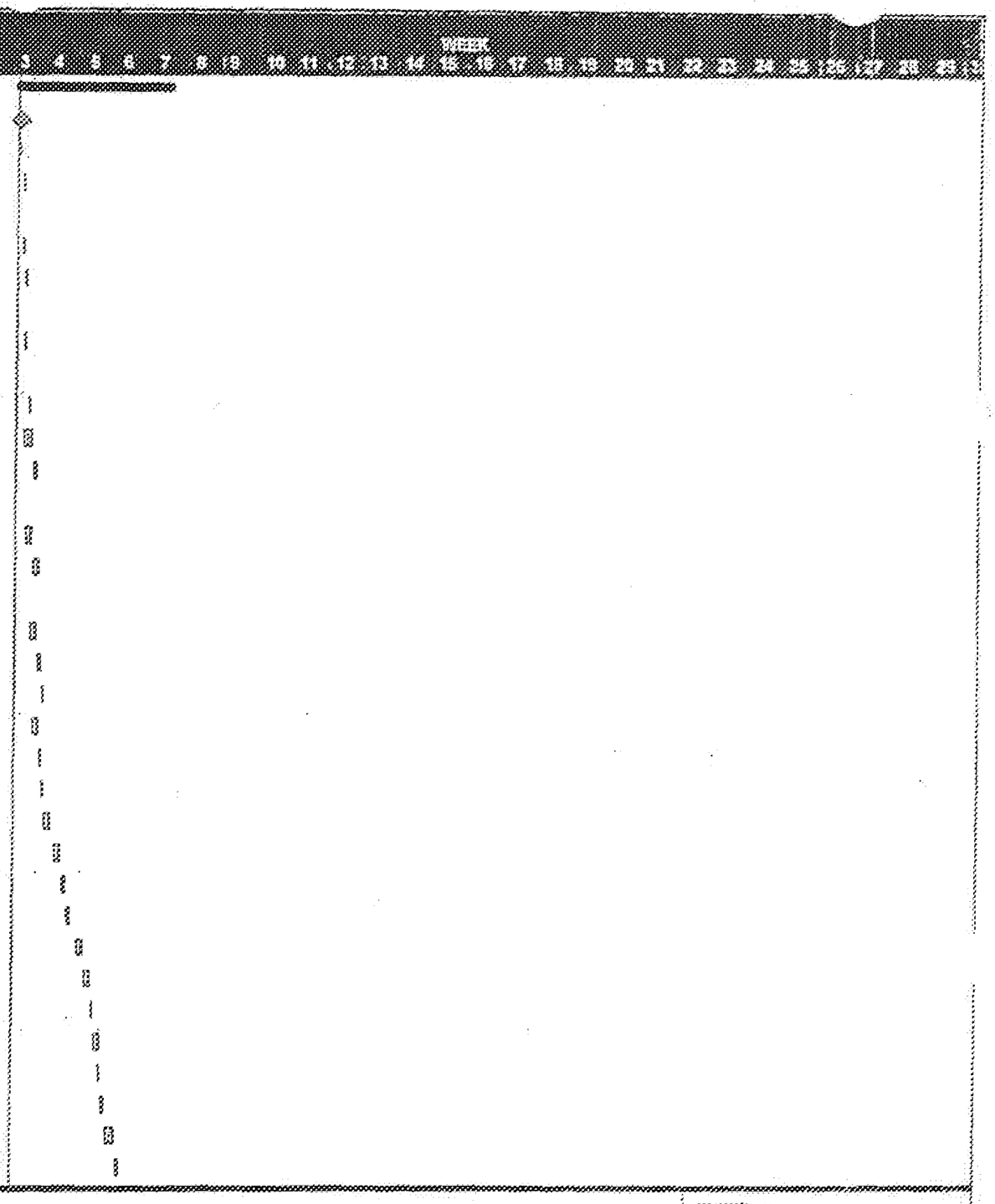
Construction Schedule

Attached hereto are (a) a combined construction schedule for Phase I (Buildings 2, 3, 7, 8, and 9) (the "Phase I Schedule"); (b) a Type I Building construction schedule that will apply to Buildings 5, 6, 10, and 11 (the "Subsequent Type I Schedule"); (c) a Type IV Building construction schedule that will apply to Building 12 (the "Type IV Schedule"); and (d) a Type V Building construction schedule that will apply to Buildings 1 and 4 (the "Type V Schedule"). As the Authorized Start Dates for the Buildings to be constructed pursuant to the Subsequent Type I Schedule, Type IV Schedule, and Type V Schedule have not been determined as of the Effective Date, such schedules use an arbitrary start date of January 2, 2025. Such arbitrary start dates shall be replaced on the corresponding schedules at such time as the actual Authorized Start Date has been determined.

The Subsequent Type I Schedule, Type IV Schedule, and Type V Schedule are currently in an abbreviated format; however, within 10 days of the Effective Date, General Contractor shall deliver updated versions of such schedules with the same level of detail as is currently provided in the Phase I Schedule.

Notwithstanding any provision of the Agreement, if a Building is constructed faster than the Completion Period set forth in its corresponding schedule, the Completion Period of any subsequent Building of the same Building Type shall be automatically shortened to equal the shorter actual Completion Period of such previously constructed Building. In such event, General Contractor shall revise the corresponding construction schedules and deliver them to Developer within 10 days of the faster completion of the previous Building. By means of example, and not limitation, in the event that either of the Phase I Type I Buildings (i.e. Buildings 8 or 9) are constructed faster than as set forth on the Subsequent Type I Schedule, the Subsequent Type I Schedule shall be automatically adjusted such that its Completion Period is equal to the shorter Completion Period.

Activity ID	Description	Remaining Duration	Early Start	Early Finish	Resource Lag
0001	Bldg 2 & 3 Parking	93 *	09/06/07	01/14/08	0
0002	Project Start	0	09/06/07		0
0002	Excavate N. Footings	2	09/06/07	09/07/07	0
0003	Install Rebar n Ftgs	1	09/10/07	09/10/07	0
0004	Place concrete N Ftgs	1	09/11/07	09/11/07	0
0005	Excavate ftgs W 1/2	2	09/10/07	09/11/07	0
0006	Install Rebar	1	09/12/07	09/12/07	0
0007	Place concrete	1	09/13/07	09/13/07	0
0008	Excavate E. 1/2 radius	2	09/12/07	09/13/07	0
0009	Install rebar	1	09/14/07	09/14/07	0
0010	Place concrete	1	09/17/07	09/17/07	0
0011	Form lower N Wall	6	09/12/07	09/19/07	0
0012	Install Rebar	4	09/20/07	09/25/07	0
0013	Place concrete	1	09/27/07	09/27/07	0
0014	Form Lower W 1/2 Radius	5	09/14/07	09/20/07	0
0015	Install Rebar	4	09/21/07	09/26/07	0
0016	Place concrete	1	09/27/07	09/27/07	0
0017	Form Lower E 1/2 Radius	5	09/18/07	09/24/07	0
0018	Install Rebar	4	09/25/07	09/28/07	0
0019	Place concrete	1	10/01/07	10/01/07	0
0020	Form Columns	5	09/20/07	09/26/07	0
0021	Install Rebar	2	09/27/07	09/28/07	0
0022	Place concrete	2	10/01/07	10/02/07	0
0023	Place concrete bottom	5	10/03/07	10/09/07	0
0024	Form Mid Deck	5	10/11/07	10/17/07	0
0025	Install Rebar	4	10/17/07	10/22/07	0
0026	Place concrete	4	10/22/07	10/25/07	0
0027	Form Mid N Wall	5	10/31/07	11/06/07	0
0028	Install Rebar	5	11/07/07	11/13/07	0
0029	Place concrete	3	11/13/07	11/15/07	0
0030	Form W 1/2 Radius	5	11/16/07	11/22/07	0
0031	Install Rebar	3	11/20/07	11/22/07	0
0032	Place concrete	3	11/23/07	11/27/07	0
0033	Form E 1/2 Radius	6	11/28/07	12/05/07	0
0034	Install Rebar	3	12/06/07	12/10/07	0



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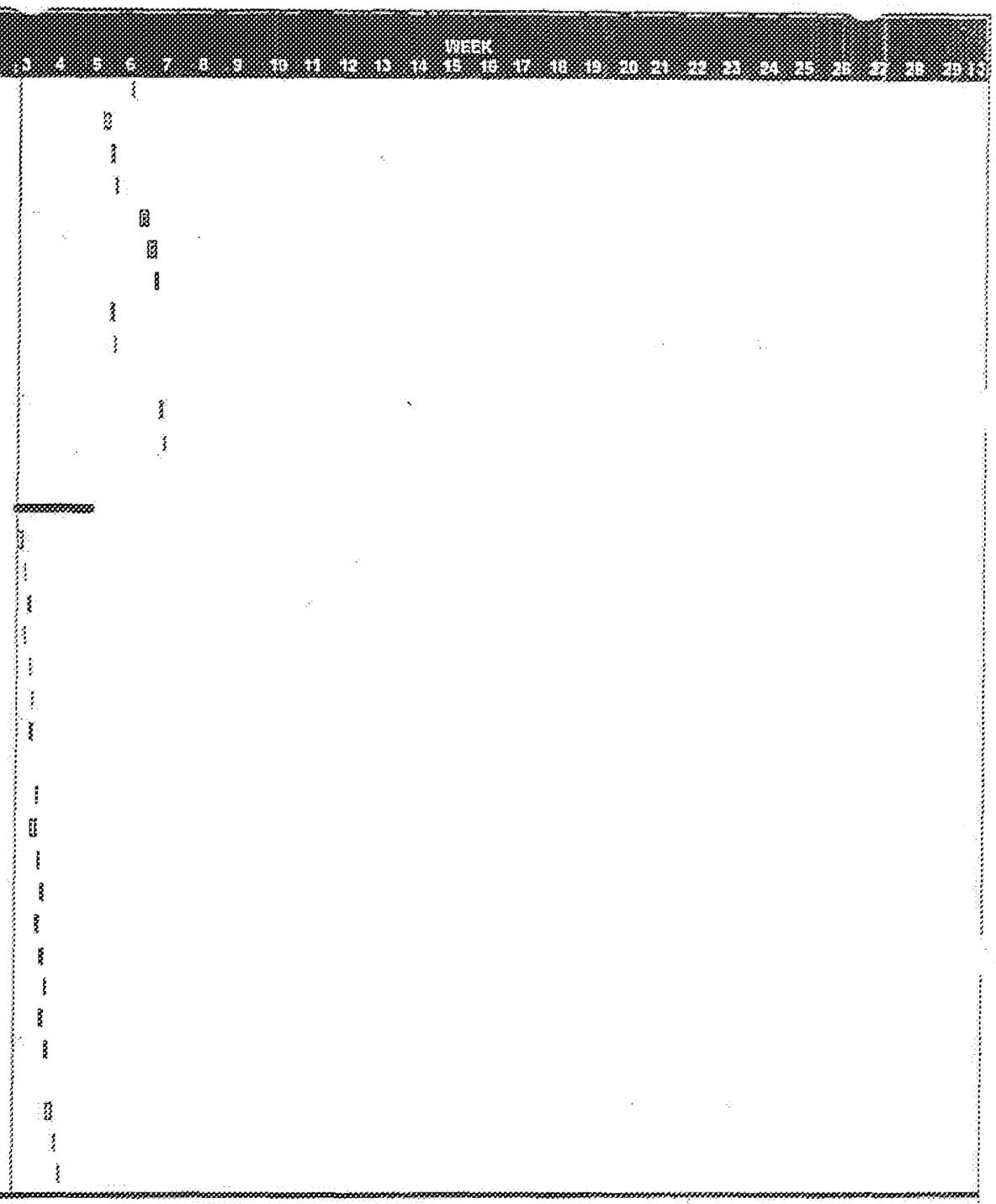
Phase I

MW Contract Schedule

Early bar
Progress bar
Critical bar
Summary bar
Progress point
Critical point
Summary point
Start milestone point
Finish milestone poin

Activity ID	Description	Remaining Duration	Early Start	Early Finish	Resource Lag
0035	Place Concrete	3	12/11/07	12/13/07	0
0036	Form columns	4	11/16/07	11/21/07	0
0037	Install Rebar	3	11/22/07	11/26/07	0
0038	Place concrete	2	11/27/07	11/28/07	0
0039	Form Top lid	6	12/19/07	12/26/07	0
0040	Install rebar	5	12/25/07	01/01/08	0
0041	Place concrete	4	12/31/07	01/03/08	0
0042	Form lower Ramp	4	11/22/07	11/27/07	0
0043	Install Rebar	2	11/28/07	11/29/07	0
0044	Place concrete	1	11/30/07	11/30/07	0
0045	Form upper ramp	4	01/04/08	01/09/08	0
0046	Install rebar	2	01/10/08	01/11/08	0
0047	Place concrete	1	01/14/08	01/14/08	0
0048	Bldg 7 Parking	45 *	09/06/07	11/07/07	0
0049	Excavate ext. radius ftgs	4	09/06/07	09/11/07	0
0050	Install rebar	2	09/12/07	09/13/07	0
0051	Place concrete	2	09/14/07	09/17/07	0
0052	Excavate side ftgs	3	09/12/07	09/14/07	0
0053	Install rebar	2	09/17/07	09/18/07	0
0054	Place concrete	2	09/19/07	09/20/07	0
0055	Excavate int. radius	3	09/17/07	09/19/07	0
0056	Install rebar	2	09/20/07	09/21/07	0
0057	Place concrete	2	09/24/07	09/25/07	0
0058	Form Ext wall	4	09/19/07	09/24/07	0
0059	Install rebar	3	09/25/07	09/27/07	0
0060	Place concrete	2	09/28/07	10/01/07	0
0061	Form side walls	4	09/24/07	09/27/07	0
0062	Install rebar	3	09/28/07	10/02/07	0
0063	Place concrete	2	10/03/07	10/04/07	0
0064	Form int. Wall	4	09/27/07	10/02/07	0
0065	Install rebar	3	10/03/07	10/05/07	0
0066	Place concrete	2	10/08/07	10/09/07	0
0067	Form Columns	4	10/05/07	10/10/07	0
0068	Install rebar	2	10/11/07	10/12/07	0
0069	Place concrete	2	10/15/07	10/16/07	0



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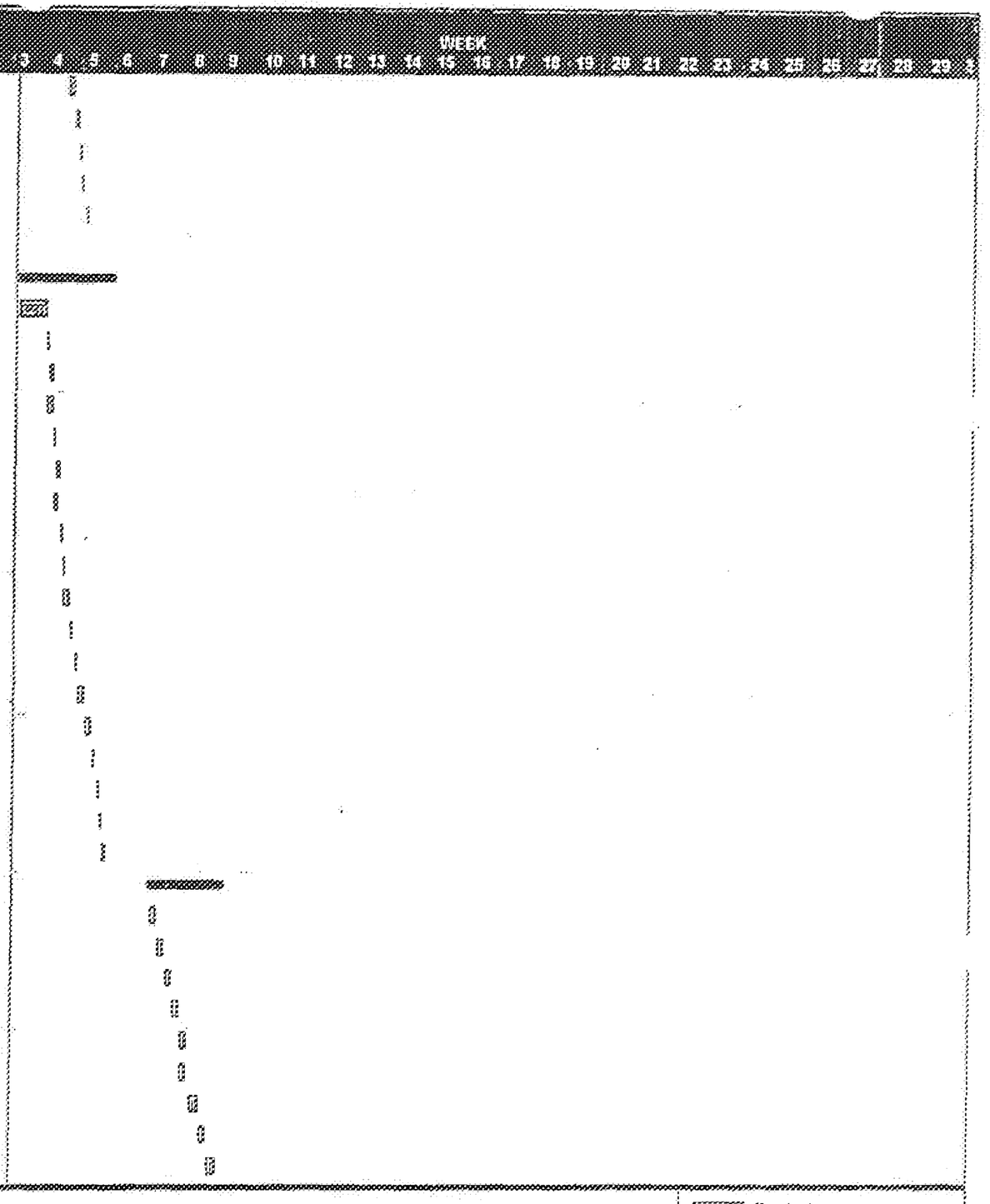
Early bar
Progress bar
Critical bar
Summary bar
Progress point
Critical point
Summary point
Start milestone point
Finish milestone point

Phase I

MW Contract Schedule

Activity ID	Description	Remaining Duration	Early Start	Early Finish	Resource Lag
0070	Form ftg	4	10/19/07	10/24/07	0
0071	Install rebar	3	10/25/07	10/29/07	0
0072	Place concrete	2	10/30/07	10/31/07	0
0073	Form ramp	3	11/01/07	11/02/07	0
0074	Install rebar	2	11/05/07	11/06/07	0
0075	Place concrete	1	11/07/07	11/07/07	0
0076	Bldg 8 & 9 Parking	57 *	08/07/07	11/26/07	0
0077	Excavate N ftgs	18	09/07/07	10/02/07	0
0078	Install rebar	2	10/03/07	10/04/07	0
0079	Place concrete	2	10/05/07	10/08/07	0
0080	Excavate E/W ftgs	4	10/03/07	10/06/07	0
0081	Install rebar	3	10/09/07	10/11/07	0
0082	Place Concrete	2	10/12/07	10/15/07	0
0083	Excavate S ftg	4	10/09/07	10/12/07	0
0084	Install rebar	3	10/15/07	10/17/07	0
0085	Place concrete	2	10/18/07	10/19/07	0
0086	Form columns	4	10/18/07	10/23/07	0
0087	Install rebar	3	10/24/07	10/26/07	0
0088	Place concrete	2	10/29/07	10/30/07	0
0089	Form Lid	5	11/01/07	11/07/07	0
0090	Install rebar	4	11/08/07	11/13/07	0
0091	Place concrete	3	11/14/07	11/16/07	0
0092	Form ramp	2	11/19/07	11/20/07	0
0093	Install rebar	2	11/21/07	11/22/07	0
0094	Place concrete	2	11/23/07	11/26/07	0
0095	Bldg 2 Structure	44 *	01/04/08	03/05/08	0
0096	Install columns	5	01/04/08	01/10/08	0
0097	Install beams 2nd floor	5	01/11/08	01/17/08	0
0098	Install beams 3rd floor	5	01/18/08	01/24/08	0
0099	Install beams 4th floor	5	01/25/08	01/31/08	0
0100	Install roof members	5	02/01/08	02/07/08	0
0101	Install decking 2nd floor	6	02/01/08	02/08/08	0
0102	Install decking 3rd floor	6	02/11/08	02/18/08	0
0103	Install decking 4th floor	6	02/19/08	02/26/08	0
0104	Install roof deck	6	02/27/08	03/05/08	0



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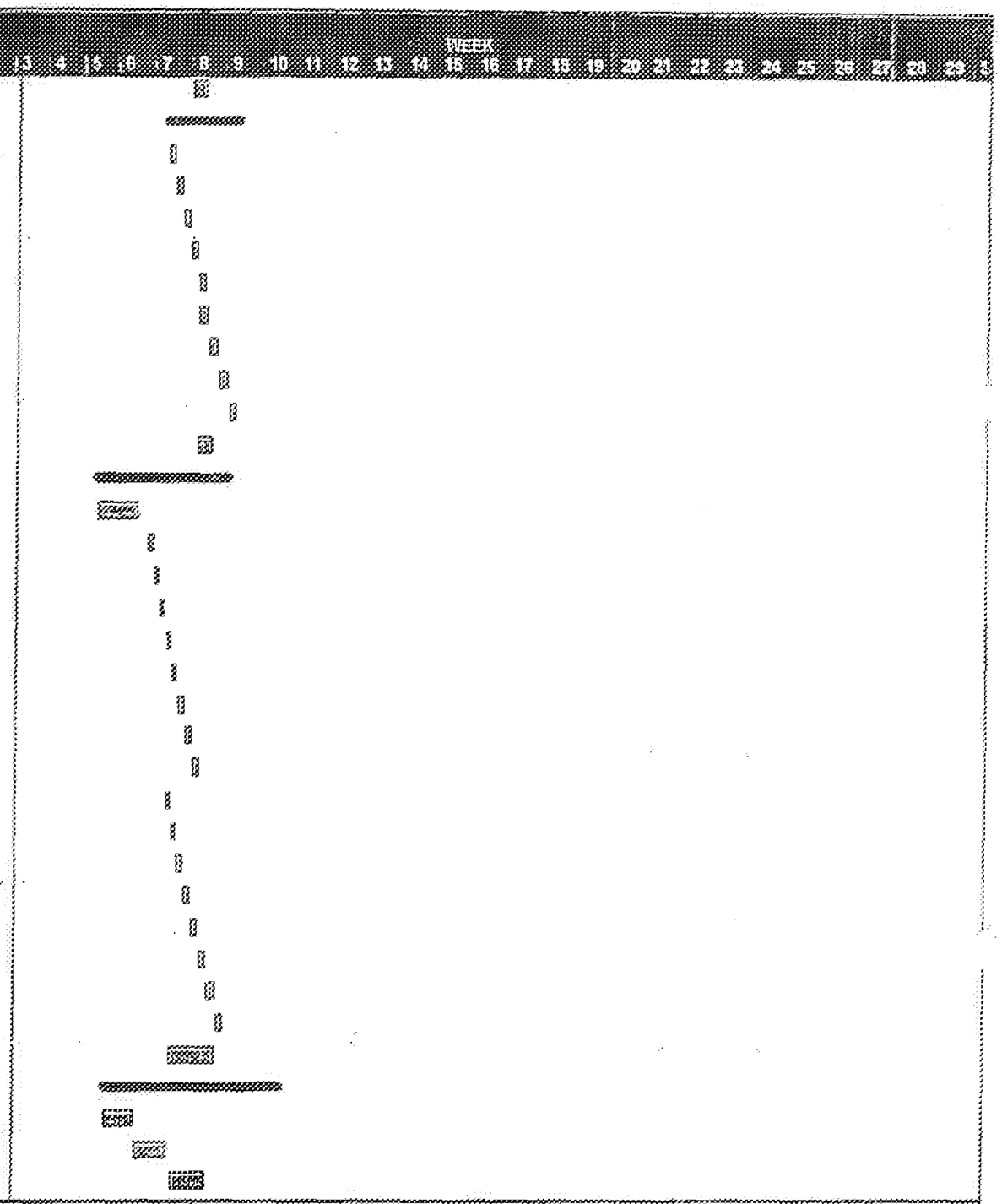
Phase I

MW Contract Schedule

- Early bar
- Progress bar
- Critical bar
- Summary bar
- Progress point
- Critical point
- Summary point
- Start milestone point
- Finish milestone poin

Activity ID	Description	Remaining Duration	Early Start	Early Finish	Resource Lag
0105	Install stairs and	10	02/01/08	02/14/08	0
0106	Bldg 3 Structure	44 *	01/11/08	03/12/08	0
0107	Install columns	5	01/11/08	01/17/08	0
0108	Install beams 2nd floor	5	01/18/08	01/24/08	0
0109	Install beams 3rd floor	5	01/25/08	01/31/08	0
0110	Install beams 4th floor	5	02/01/08	02/07/08	0
0111	Install roof members	5	02/09/08	02/14/08	0
0112	Install metal deck 2nd	6	02/08/08	02/15/08	0
0113	Install metal deck 3rd floor	6	02/18/08	02/25/08	0
0114	Install metal deck 4th floor	6	02/26/08	03/04/08	0
0115	Install roof decking	6	03/05/08	03/12/08	0
0688	Install stairs and	10	02/08/08	02/21/08	0
0116	Bldg 7 Structure	81 *	11/15/07	03/06/08	0
0117	Erect columns	25	11/15/07	12/19/07	0
0118	Install 2nd floor beams	4	12/27/07	01/01/08	0
0119	Install 3rd floor beams	4	01/02/08	01/07/08	0
0120	Install 4th floor beams	4	01/08/08	01/11/08	0
0121	Install 5th floor beams	4	01/14/08	01/17/08	0
0122	Install 6th floor beams	4	01/18/08	01/23/08	0
0123	Install 7th floor beam	4	01/24/08	01/29/08	0
0124	Install 8th floor beams	5	01/30/08	02/05/08	0
0125	Install 9th floor/roof	5	02/06/08	02/12/08	0
0126	Install 2nd floor deck	4	01/14/08	01/17/08	0
0127	Install 3rd floor deck	4	01/18/08	01/23/08	0
0128	Install 4th floor deck	4	01/24/08	01/29/08	0
0129	Install 5th floor deck	5	01/30/08	02/05/08	0
0130	Install 6th floor deck	5	02/08/08	02/12/08	0
0131	Install 7th floor deck	5	02/13/08	02/19/08	0
0132	Install 8th floor deck	6	02/20/08	02/27/08	0
0133	Install 9th floor/roof deck	6	02/28/08	03/06/08	0
0694	Install stairs and handrail	30	01/15/08	02/28/08	0
0134	Bldg 9 Structure	108 *	11/22/07	04/21/08	0
0135	Frame 1st floor	21	11/22/07	12/20/07	0
0136	Frame 2nd floor	21	12/21/07	01/18/08	0
0137	Frame 3rd floor	24	01/21/08	02/21/08	0



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Phase I

MW Contract Schedule

- Early bar
- Progress bar
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- Summary bar
- Progress point
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- Start milestone point
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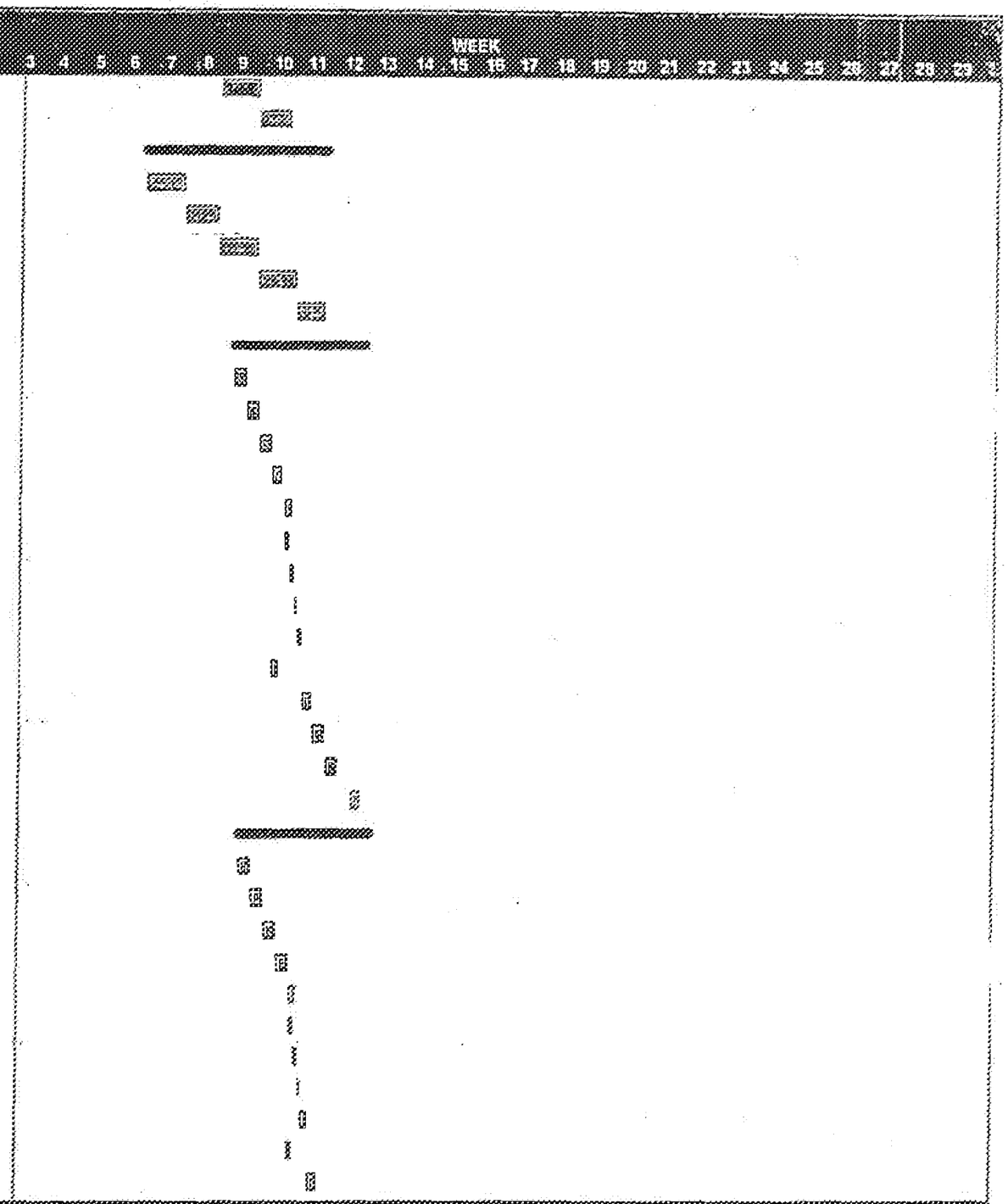
Activity ID	Description	Remaining Duration	Early Start	Early Finish	Resource Lag
0138	Frame 4th floor	24	02/22/08	03/26/08	0
0139	Frame roof	18	03/27/08	04/21/08	0
0140	Bldg 9 Structure	111 *	12/21/07	05/23/08	0
0141	Frame 1st floor	22	12/21/07	01/21/08	0
0142	Frame 2nd floor	23	01/22/08	02/20/08	0
0143	Frame 3rd floor	24	02/21/08	03/25/08	0
0144	Frame 4th floor	24	03/26/08	04/28/08	0
0145	Frame roof	19	04/29/08	05/23/08	0
0146	Bldg 2 Weather Tight	51 *	03/06/08	05/15/08	0
0147	Stud and sheath 1st floor	8	03/06/08	03/17/08	0
0148	Stud and sheath 2nd floor	8	03/18/08	03/27/08	0
0149	Stud and sheath 3rd floor	8	03/28/08	04/08/08	0
0150	Stud and sheath 4th	8	04/09/08	04/18/08	0
0151	Install roofing membrane	6	04/21/08	04/25/08	0
0152	Install windows 1st floor	3	04/21/08	04/23/08	0
0153	Install windows 2nd floor	3	04/24/08	04/28/08	0
0154	Install windows 3rd floor	3	04/29/08	05/01/08	0
0155	Install windows 4th floor	3	05/02/08	05/06/08	0
0156	Install storefront	4	04/09/08	04/14/08	0
0157	Install base coat stucco	7	05/07/08	05/15/08	0
0158	Install brown coat stucco	7	05/16/08	05/28/08	0
0159	Install final coat stucco	9	05/27/08	06/06/08	0
0160	Paint stucco	7	06/18/08	06/26/08	0
0161	Bldg 3 Weather Tight	81 *	03/13/08	07/03/08	0
0162	Stud and sheath 1st floor	3	03/13/08	03/24/08	0
0163	Stud and sheath 2nd floor	3	03/25/08	04/03/08	0
0164	Stud and sheath 3rd floor	3	04/04/08	04/15/08	0
0165	Stud and sheath 4th	8	04/16/08	04/25/08	0
0166	Install roof membrane	5	04/28/08	05/02/08	0
0167	Install windows 1st floor	3	04/28/08	04/30/08	0
0168	Install windows 2nd floor	3	05/01/08	05/05/08	0
0169	Install windows 3rd floor	3	05/06/08	05/08/08	0
0170	Install windows 4th floor	3	05/09/08	05/13/08	0
0171	Install storfront 1st floor	4	04/28/08	05/01/08	0
0172	Install stucco base coat	7	05/14/08	05/22/08	0



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Phase I

MW Contract Schedule

- Early bar
- Progress bar
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- Summary bar
- Progress point
- Critical point
- Summary point
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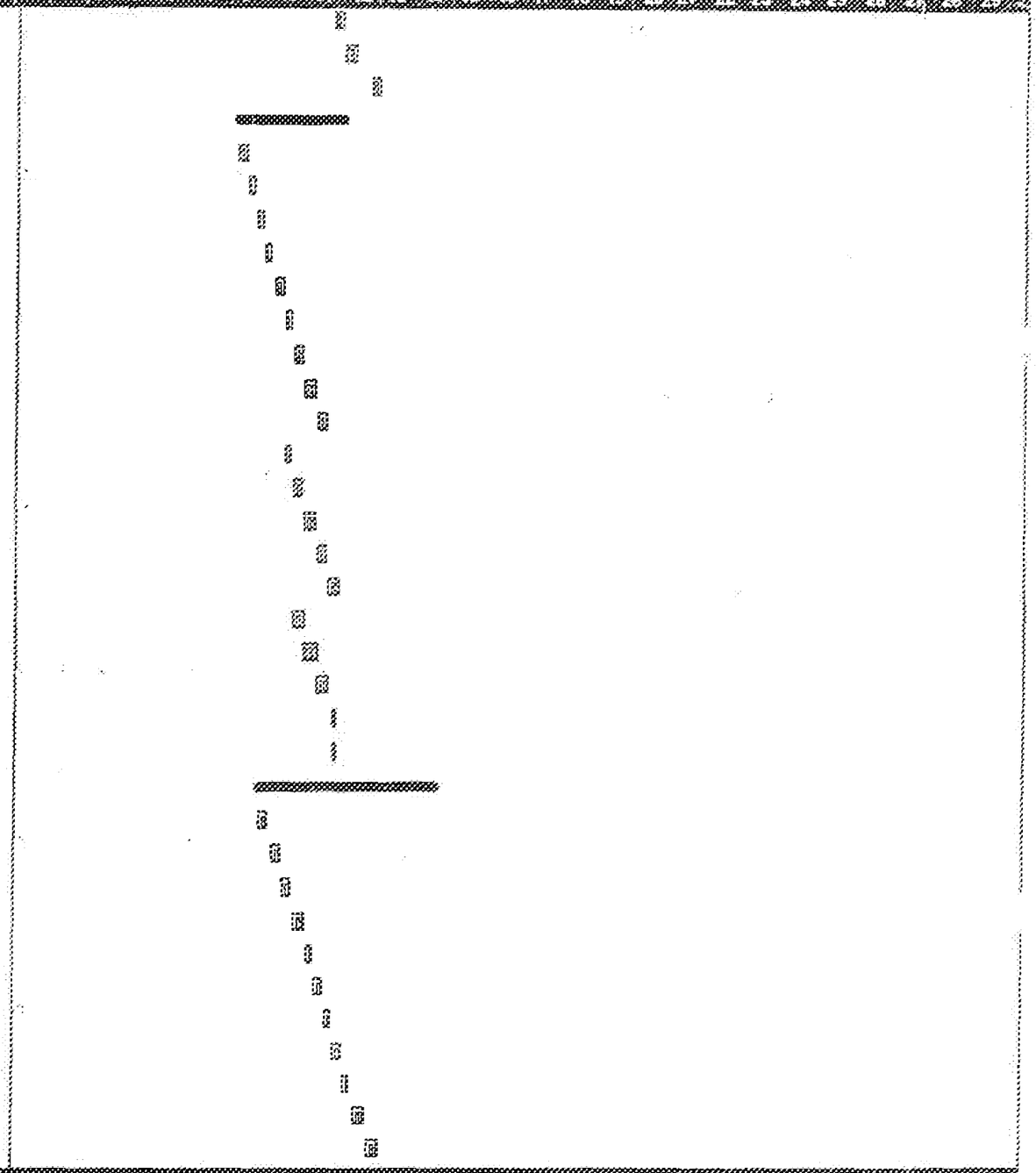
Activity ID	Description	Remaining Duration	Early Start	Early Finish	Resource Lag
0173	Install stucco brown coat	7	06/23/08	06/02/08	0
0174	Install stucco final coat	9	06/03/08	06/13/08	0
0175	Paint stucco	7	06/25/08	07/03/08	0
0176	Bldg 7 Weather Tight	62 *	03/07/08	06/02/08	0
0177	Aluminum frame 1st floor	5	03/07/08	03/13/08	0
0178	Aluminum frame 2nd floor	5	03/14/08	03/20/08	0
0179	Aluminum frame 3rd floor	5	03/21/08	03/27/08	0
0180	Aluminum frame 4th floor	6	03/28/08	04/04/08	0
0181	Aluminum frame 5th floor	6	04/07/08	04/14/08	0
0182	Aluminum frame 6th floor	6	04/15/08	04/22/08	0
0183	Aluminum frame 7th floor	7	04/23/08	05/01/08	0
0184	Aluminum frame 8th floor	7	05/02/08	05/12/08	0
0185	Aluminum frame 9th floor	7	05/13/08	05/21/08	0
0186	Install 2nd floor glazing	6	04/15/08	04/22/08	0
0187	Install 3rd floor glazing	6	04/23/08	04/30/08	0
0188	Install 4th floor glazing	7	05/02/08	05/12/08	0
0189	Install 5th floor glazing	7	05/13/08	05/21/08	0
0190	Install 6th floor glazing	8	05/22/08	06/02/08	0
0191	Install 7th floor glazing	8	04/23/08	05/02/08	0
0192	Install 8th floor glazing	9	05/01/08	05/13/08	0
0193	Install 9th floor/parapet	9	05/13/08	05/23/08	0
0704	Install 1st floor glazing	6	05/26/08	05/30/08	0
0194	Install roofing membrane	5	05/26/08	05/30/08	0
0195	Bldg 8 Weather Tight	103 *	03/27/08	08/18/08	0
0196	Sheath 1st floor	7	03/27/08	04/04/08	0
0197	Sheath 2nd floor	7	04/07/08	04/15/08	0
0198	Sheath 3rd floor	7	04/16/08	04/24/08	0
0199	Sheath 4th floor/parapet	7	04/25/08	05/05/08	0
0200	Install roofing membrane	5	05/06/08	05/12/08	0
0201	Lath 1st floor	6	05/13/08	05/20/08	0
0202	Lath 2nd floor	6	05/21/08	05/28/08	0
0203	Lath 3rd floor	6	05/29/08	06/05/08	0
0204	Lath 4th floor	6	06/06/08	06/13/08	0
0205	Stucco Base coat	8	06/16/08	06/25/08	0
0206	Stucco brown coat	8	06/26/08	07/07/08	0



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MW Contract Schedule

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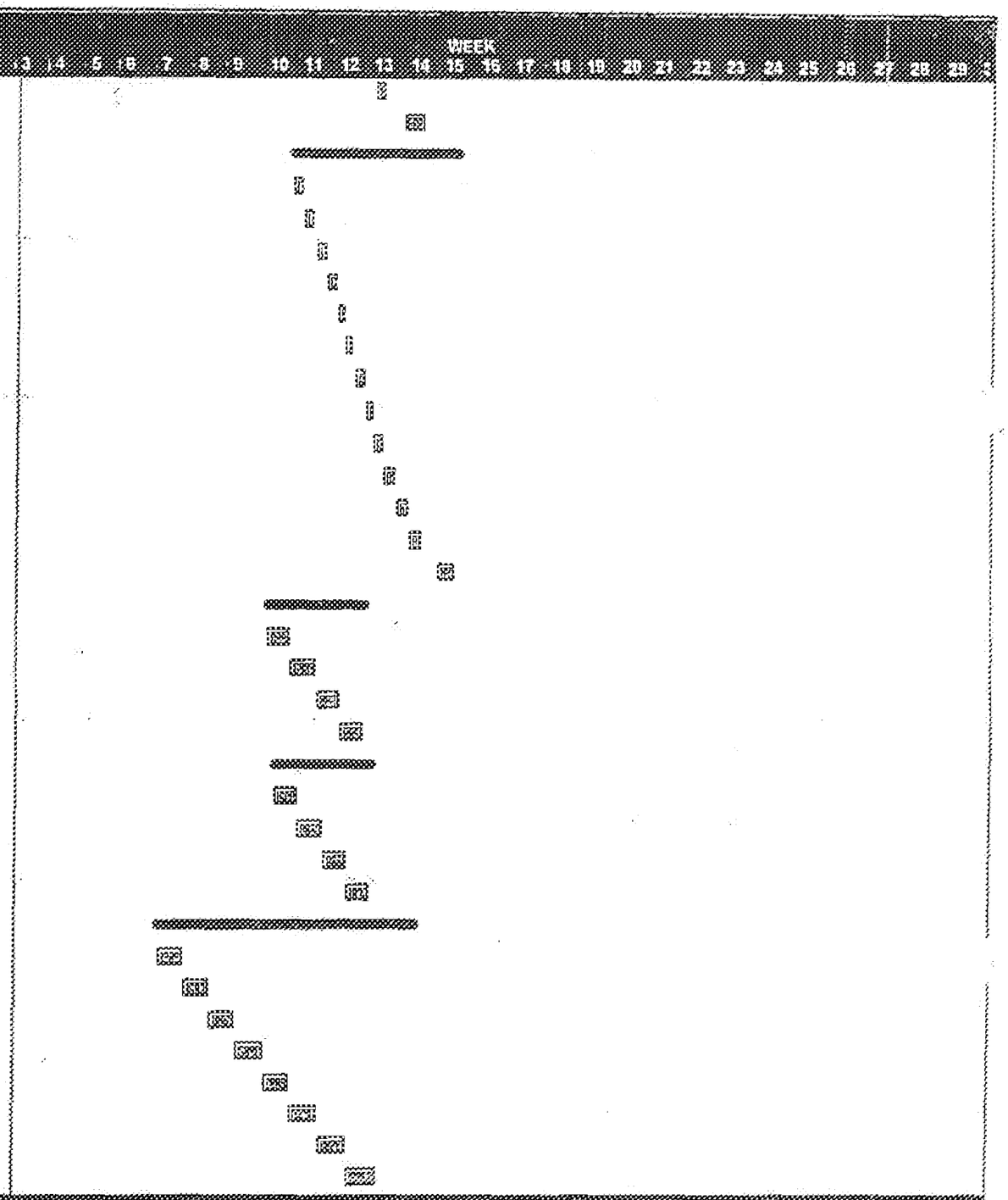
Activity ID	Description	Remaining Duration	Early Start	Early Finish	Resource Lag
0207	Stucco final coat	8	07/08/08	07/17/08	0
0208	Paint Stucco	12	08/01/08	08/18/08	0
0209	Bldg 2 Weather Tight	103 *	04/29/08	09/18/08	0
0210	Sheath 1st floor	7	04/29/08	05/07/08	0
0211	Sheath 2nd floor	7	05/05/08	05/16/08	0
0212	Sheath 3rd floor	7	05/19/08	05/27/08	0
0213	Sheath 4th floor/parapets	7	05/28/08	06/06/08	0
0214	Install roofing membrane	5	06/06/08	06/12/08	0
0215	Lath 1st floor	6	06/13/08	06/20/08	0
0216	Lath 2nd floor	6	06/23/08	06/30/08	0
0217	Lath 3rd floor	6	07/01/08	07/08/08	0
0218	Lath 4th floor	6	07/09/08	07/16/08	0
0219	Stucco base coat	8	07/17/08	07/28/08	0
0220	Stucco brown coat	8	07/29/08	08/07/08	0
0221	Stucco final coat	8	08/08/08	08/19/08	0
0222	Paint stucco	12	09/03/08	09/19/08	0
0223	Bldg 2 Interior Framing	60 *	04/09/08	07/01/08	0
0224	Frame & Drywall 1st floor	15	04/09/08	04/29/08	0
0225	Frame & Drywall 2nd floor	15	04/30/08	05/20/08	0
0226	Frame & Drywall 3rd floor	15	05/21/08	06/10/08	0
0227	Frame & Drywall 4th floor	15	06/11/08	07/01/08	0
0228	Bldg 3 Interior Framing	60 *	04/16/08	07/08/08	0
0229	Frame & Drywall 1st floor	15	04/16/08	05/06/08	0
0230	Frame & Drywall 2nd floor	15	05/07/08	05/27/08	0
0231	Frame & Drywall 3rd floor	15	05/28/08	06/17/08	0
0232	Frame & Drywall 4th floor	15	06/18/08	07/08/08	0
0233	Bldg 7 Interior Framing	156 *	01/08/08	08/14/08	0
0234	Frame & GWB 1st floor	16	01/08/08	01/28/08	0
0235	Frame GWB 2nd floor	16	01/30/08	02/20/08	0
0236	Frame GWB 3rd floor	16	02/21/08	03/13/08	0
0237	Frame GWB 4th floor	17	03/14/08	04/07/08	0
0238	Frame GWB 5th floor	17	04/08/08	04/30/08	0
0239	Frame GWB 6th floor	18	05/01/08	05/26/08	0
0240	Frame GWB 7th floor	18	05/27/08	06/19/08	0
0241	Frame GWB 8th floor	20	06/20/08	07/17/08	0



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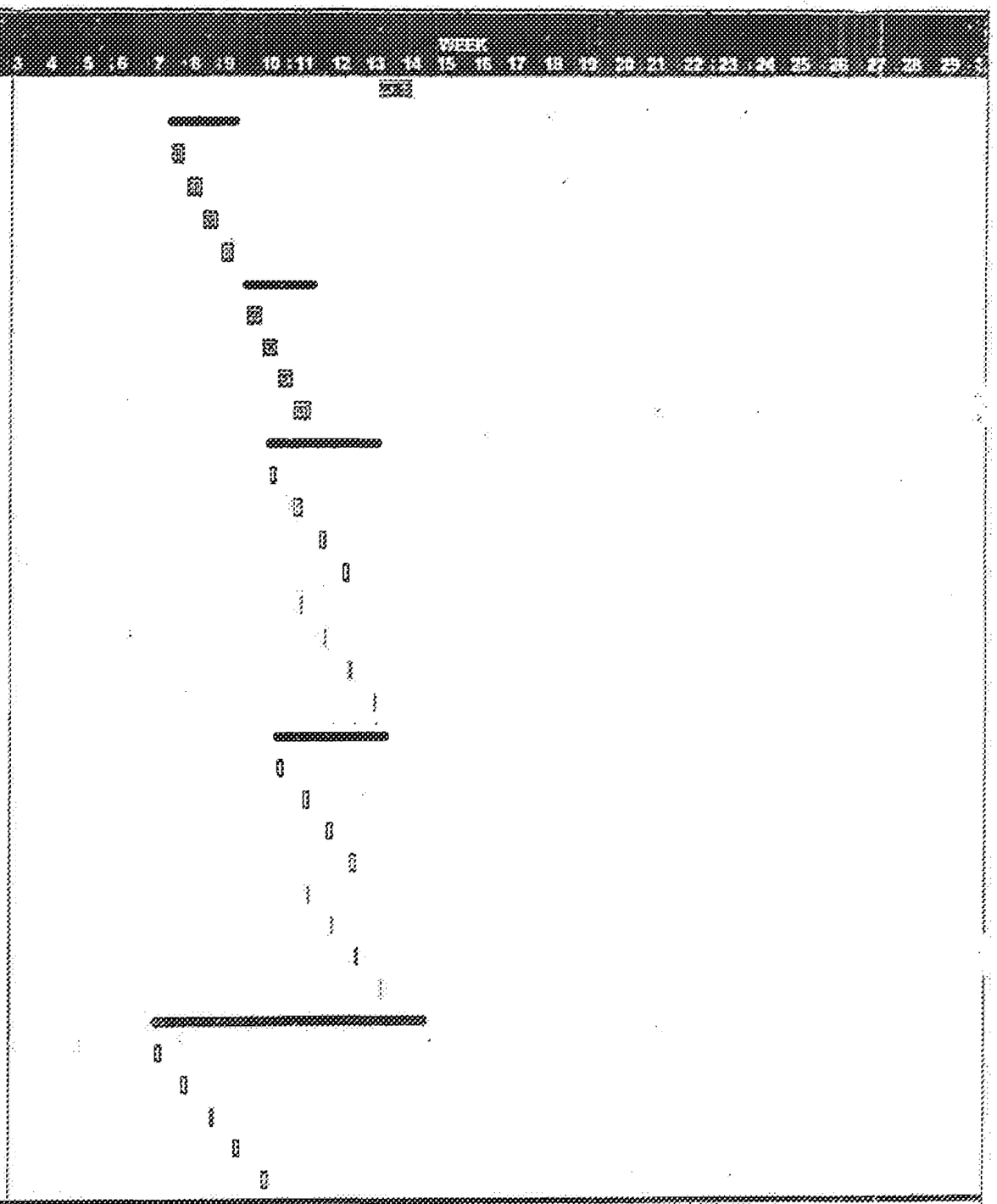
Activity ID	Description	Remaining Duration	Early Start	Early Finish	Resource Lag
0242	Frame GWB 9th floor	20	07/18/08	08/14/08	0
0243	Bldg 8 Interior Framing	40 *	01/21/08	03/14/08	0
0244	Shim and plane 1st floor	10	01/21/08	02/01/08	0
0245	Shim and plane 2nd floor	10	02/04/08	02/15/08	0
0246	Shim and plane 3rd floor	10	02/18/08	02/29/08	0
0247	Shim and plane 4th floor	10	03/03/08	03/14/08	0
0248	Bldg 9 Interior Framing	40 *	03/26/08	05/20/08	0
0249	Shim and plane 1st floor	10	03/26/08	04/08/08	0
0250	Shim and plane 2nd floor	10	04/09/08	04/22/08	0
0251	Shim and plane 3rd floor	10	04/23/08	05/06/08	0
0252	Shim and plane 4th floor	10	05/07/08	05/20/08	0
0253	Bldg 2 Plumbing	66 *	04/16/08	07/16/08	0
0254	Rough in 1st floor	5	04/16/08	04/22/08	0
0255	Rough in 2nd floor	5	05/07/08	05/13/08	0
0256	Rough in 3rd floor	5	05/28/08	06/03/08	0
0257	Rough in 4th floor	5	06/18/08	06/24/08	0
0258	Trim 1st floor	3	05/12/08	05/14/08	0
0259	Trim 2nd floor	3	06/02/08	06/04/08	0
0260	Trim 3rd floor	3	06/23/08	06/25/08	0
0261	Trim 4th floor	3	07/14/08	07/16/08	0
0262	Bldg 3 Plumbing	66 *	04/23/08	07/23/08	0
0263	Rough in 1st floor	5	04/23/08	04/29/08	0
0264	Rough in 2nd floor	5	05/14/08	05/20/08	0
0265	Rough in 3rd floor	5	06/04/08	06/10/08	0
0266	Rough in 4th floor	5	06/25/08	07/01/08	0
0267	Trim 1st floor	3	05/19/08	05/21/08	0
0268	Trim 2nd floor	3	06/09/08	06/11/08	0
0269	Trim 3rd floor	3	06/30/08	07/02/08	0
0270	Trim 4th floor	3	07/21/08	07/23/08	0
0271	Bldg 7 Plumbing	164 *	01/10/08	08/26/08	0
0272	Rough in 1st floor	5	01/10/08	01/16/08	0
0273	Rough in 2nd floor	5	02/01/08	02/07/08	0
0274	Rough in 3rd floor	5	02/25/08	02/29/08	0
0275	Rough in 4th floor	5	03/18/08	03/24/08	0
0276	Rough in 5th floor	5	04/10/08	04/17/08	0



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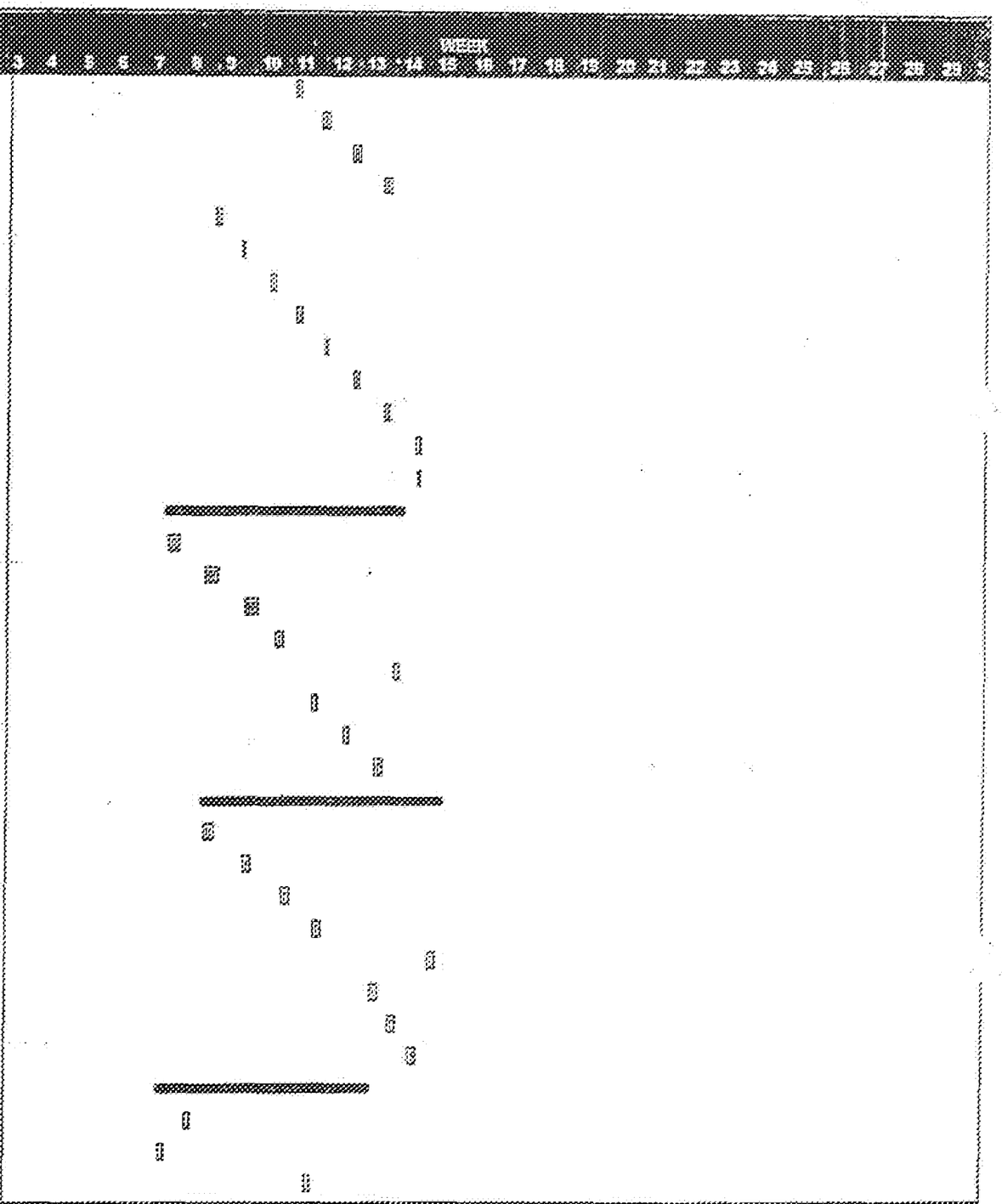
Activity ID	Description	Remaining Duration	Early Start	Early Finish	Resource Lag
0277	Rough in 6th floor	6	05/05/08	05/12/08	0
0278	Rough in 7th floor	6	05/29/08	06/05/08	0
0279	Rough in 8th floor	7	06/24/08	07/02/08	0
0280	Rough in 9th floor	7	07/22/08	07/30/08	0
0280	Trim 1st floor	4	02/26/08	03/04/08	0
0281	Trim 2nd floor	4	03/21/08	03/26/08	0
0282	Trim 3rd floor	4	04/16/08	04/21/08	0
0283	Trim 4th floor	4	05/08/08	05/13/08	0
0284	Trim 5th floor	4	06/02/08	06/05/08	0
0285	Trim 6th floor	4	06/27/08	07/02/08	0
0286	Trim 7th floor	4	07/24/08	07/29/08	0
0287	Trim 8th floor	4	08/21/08	08/26/08	0
0288	Trim 9th floor	2	08/22/08	08/25/08	0
0289	Bldg 8 Plumbing	145 *	01/21/08	08/08/08	0
0290	Plumbing rough in 1st	6	01/21/08	01/30/08	0
0291	Plumbing rough in 2nd	6	02/22/08	03/04/08	0
0292	Plumbing rough in 3rd	6	03/27/08	04/07/08	0
0293	Plumbing rough in 4th	6	04/22/08	05/01/08	0
0294	Trim 1st floor	6	06/01/08	08/08/08	0
0295	Trim 2nd floor	6	05/23/08	05/30/08	0
0296	Trim 3rd floor	6	06/20/08	06/27/08	0
0297	Trim 4th floor	6	07/18/08	07/25/08	0
0298	Bldg 9 Plumbing	146 *	02/21/08	09/10/08	0
0299	Plumbing rough in 1st	8	02/21/08	03/03/08	0
0300	Plumbing rough in 2nd	8	03/26/08	04/04/08	0
0301	Plumbing rough in 3rd	8	04/29/08	05/08/08	0
0302	Plumbing rough in 4th	8	05/28/08	06/04/08	0
0303	Trim 1st floor	6	09/03/08	09/10/08	0
0304	Trim 2nd floor	6	07/15/08	07/22/08	0
0305	Trim 3rd floor	6	07/31/08	08/07/08	0
0306	Trim 4th floor	6	08/18/08	08/25/08	0
0307	Bldg 2 Electrical	127 *	01/17/08	07/11/08	0
0308	Set switchgear	4	02/08/08	02/13/08	0
0309	Rough in 1st floor	5	01/17/08	01/23/08	0
0310	Rough in 2nd floor	5	05/21/08	05/27/08	0



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MW Contract Schedule

Early bar
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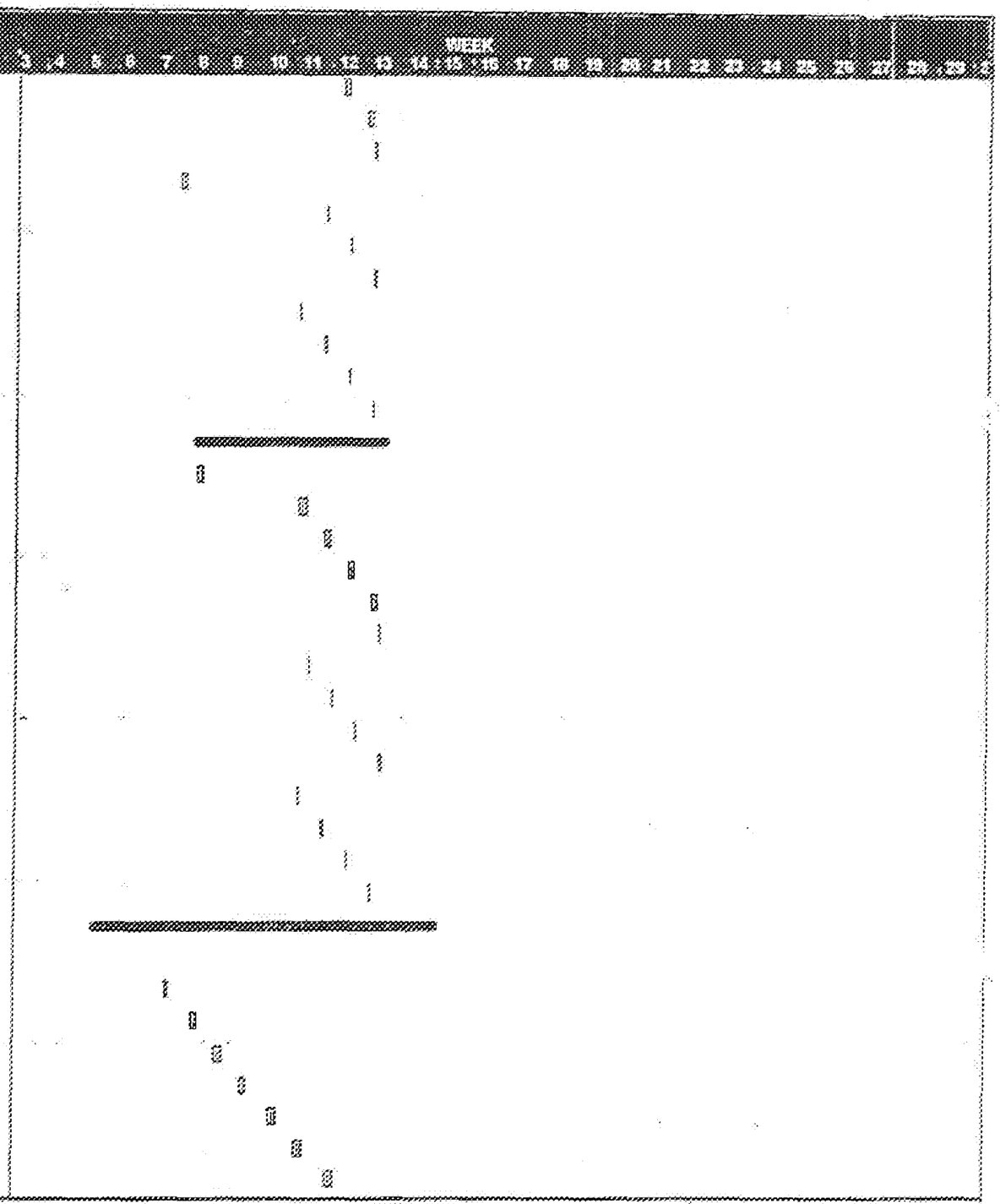
Activity ID	Description	Remaining Duration	Early Start	Early Finish	Resource Lag
0311	Rough in 3rd floor	5	06/11/08	06/17/08	0
0312	Rough in 4th floor	5	07/02/08	07/08/08	0
0313	Wire rooftop units	3	07/09/08	07/11/08	0
0314	Pull wire 1st floor	3	01/24/08	01/28/08	0
0315	Pull wire 2nd floor	3	05/28/08	05/30/08	0
0316	Pull wire 3rd floor	3	06/18/08	06/20/08	0
0317	Pull wire 4th floor	3	07/09/08	07/11/08	0
0318	Trim 1st floor	3	05/06/08	05/08/08	0
0319	Trim 2nd floor	3	05/27/08	05/29/08	0
0320	Trim 3rd floor	3	06/17/08	06/19/08	0
0321	Trim 4th floor	3	07/08/08	07/10/08	0
0322	Bldg 3 Electrical	116 *	02/08/08	07/18/08	0
0323	Set switchgear	4	02/08/08	02/13/08	0
0324	Rough 1st floor	5	05/07/08	05/13/08	0
0325	Rough 2nd floor	5	05/28/08	06/03/08	0
0326	Rough 3rd floor	5	06/18/08	06/24/08	0
0327	Rough 4th floor	5	07/09/08	07/15/08	0
0328	Wire rooftops	1	07/16/08	07/16/08	0
0329	Pull wire 1st floor	3	05/14/08	05/16/08	0
0330	Pull wire 2nd floor	3	06/04/08	06/06/08	0
0331	Pull wire 3rd floor	3	06/25/08	06/27/08	0
0332	Pull wire 4th floor	3	07/16/08	07/18/08	0
0333	Trim 1st floor	3	05/06/08	05/08/08	0
0334	Trim 2nd floor	3	05/27/08	05/29/08	0
0335	Trim 3rd floor	3	06/17/08	06/19/08	0
0336	Trim 4th floor	3	07/08/08	07/10/08	0
0337	Bldg 7 Electrical	209 *	11/14/07	09/01/08	0
0338	Set switchgear	1	11/14/07	11/14/07	0
0339	Rough 1st floor	5	01/14/08	01/18/08	0
0340	Rough 2nd floor	5	02/05/08	02/11/08	0
0341	Rough 3rd floor	5	02/27/08	03/04/08	0
0342	Rough 4th floor	5	03/20/08	03/26/08	0
0343	Rough 5th floor	5	04/14/08	04/21/08	0
0344	Rough 6th floor	5	05/07/08	05/14/08	0
0345	Rough 7th floor	7	06/02/08	06/10/08	0



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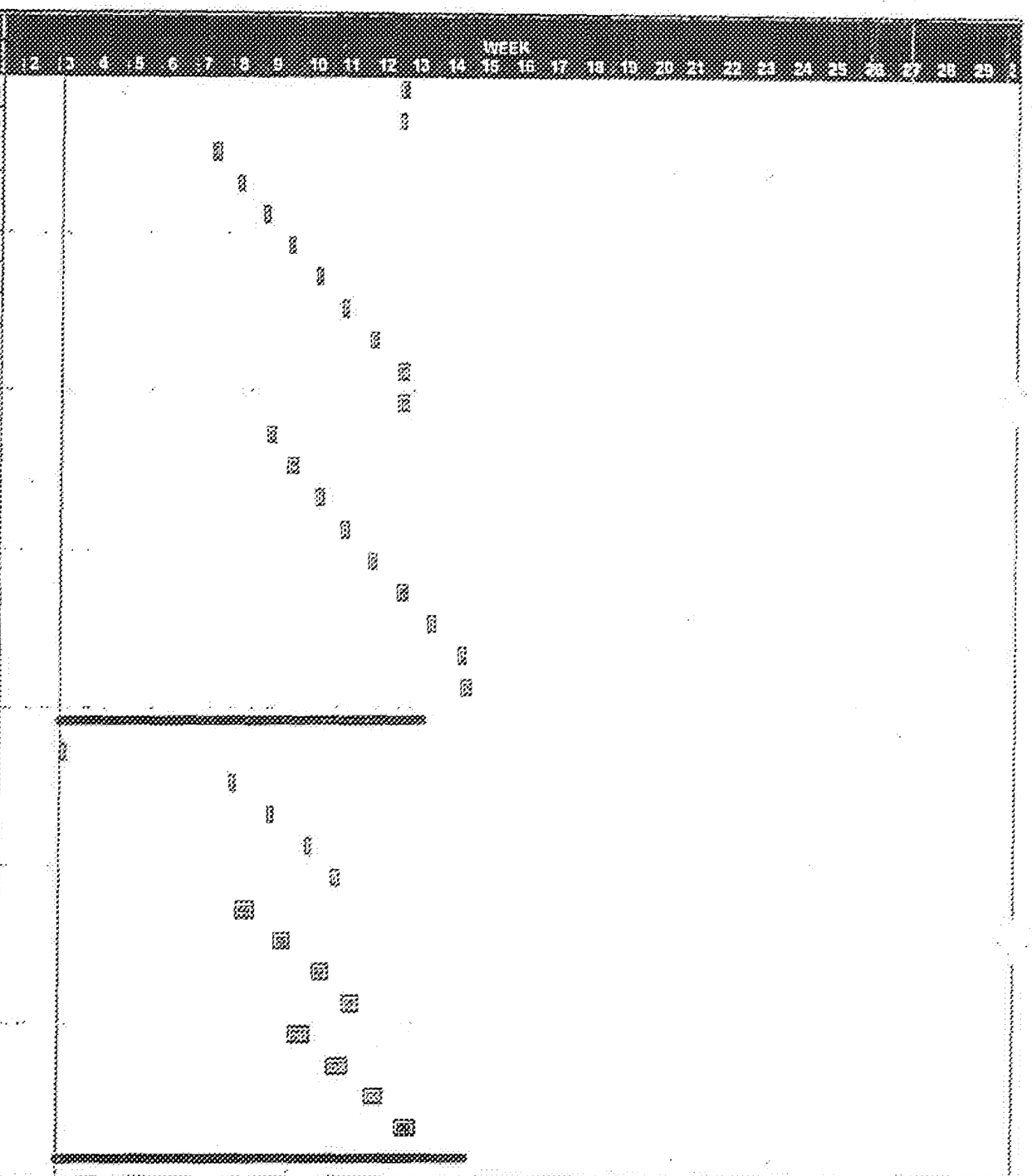
Phase I

MW Contract Schedule

- Early bar
- Progress bar
- Critical bar
- Summary bar
- Progress point
- Critical point
- Summary point
- Start milestone point
- Finish milestone point

Activity ID	Description	Remaining Duration	Early Start	Early Finish	Resource Lag
0346	Rough 8th floor	7	06/26/08	07/04/08	0
0347	Rough 9th floor/roof	8	06/26/08	07/03/08	0
0348	Pull wire 1st floor	5	01/15/08	01/21/08	0
0349	Pull wire 2nd floor	5	02/06/08	02/12/08	0
0350	Pull wire 3rd floor	5	02/28/08	03/05/08	0
0351	Pull wire 4th floor	5	03/21/08	03/28/08	0
0352	Pull wire 5th floor	6	04/15/08	04/22/08	0
0353	Pull wire 6th floor	6	05/08/08	05/15/08	0
0354	Pull wire 7th floor	7	06/03/08	06/11/08	0
0355	Pull wire 8th floor	7	06/27/08	07/07/08	0
0356	Pull wire 9th floor/roof	7	06/27/08	07/07/08	0
0357	Trim 1st floor	7	03/03/08	03/11/08	0
0358	Trim 2nd floor	7	03/21/08	03/31/08	0
0359	Trim 3rd floor	7	04/16/08	04/24/08	0
0360	Trim 4th floor	7	05/08/08	05/16/08	0
0361	Trim 5th floor	7	06/02/08	06/10/08	0
0362	Trim 6th floor	7	06/27/08	07/07/08	0
0363	Trim 7th floor	7	07/24/08	08/01/08	0
0364	Trim 8th floor	7	08/21/08	08/29/08	0
0365	Trim 9th floor/roof	7	08/22/08	09/01/08	0
0366	Bldg 9 Electrical	227	09/06/07	07/18/08	0
0367	Set switchgear	3	09/06/07	09/10/07	0
0368	Rough 1st floor	6	01/31/08	02/07/08	0
0369	Rough 2nd floor	6	03/05/08	03/12/08	0
0370	Rough 3rd floor	6	04/08/08	04/15/08	0
0371	Rough 4th floor	6	05/02/08	05/09/08	0
0372	Pull wire 1st floor	12	02/08/08	02/25/08	0
0373	Pull wire 2nd floor	12	03/13/08	03/28/08	0
0374	Pull wire 3rd floor	12	04/16/08	05/01/08	0
0375	Pull wire 4th floor	12	05/12/08	05/27/08	0
0376	Trim 1st floor	15	03/26/08	04/15/08	0
0377	Trim 2nd floor	15	04/29/08	05/19/08	0
0378	Trim 3rd floor	15	06/02/08	06/20/08	0
0379	Trim 4th floor	15	06/30/08	07/18/08	0
0380	Bldg 9 Electrical	256	09/06/07	08/22/08	0



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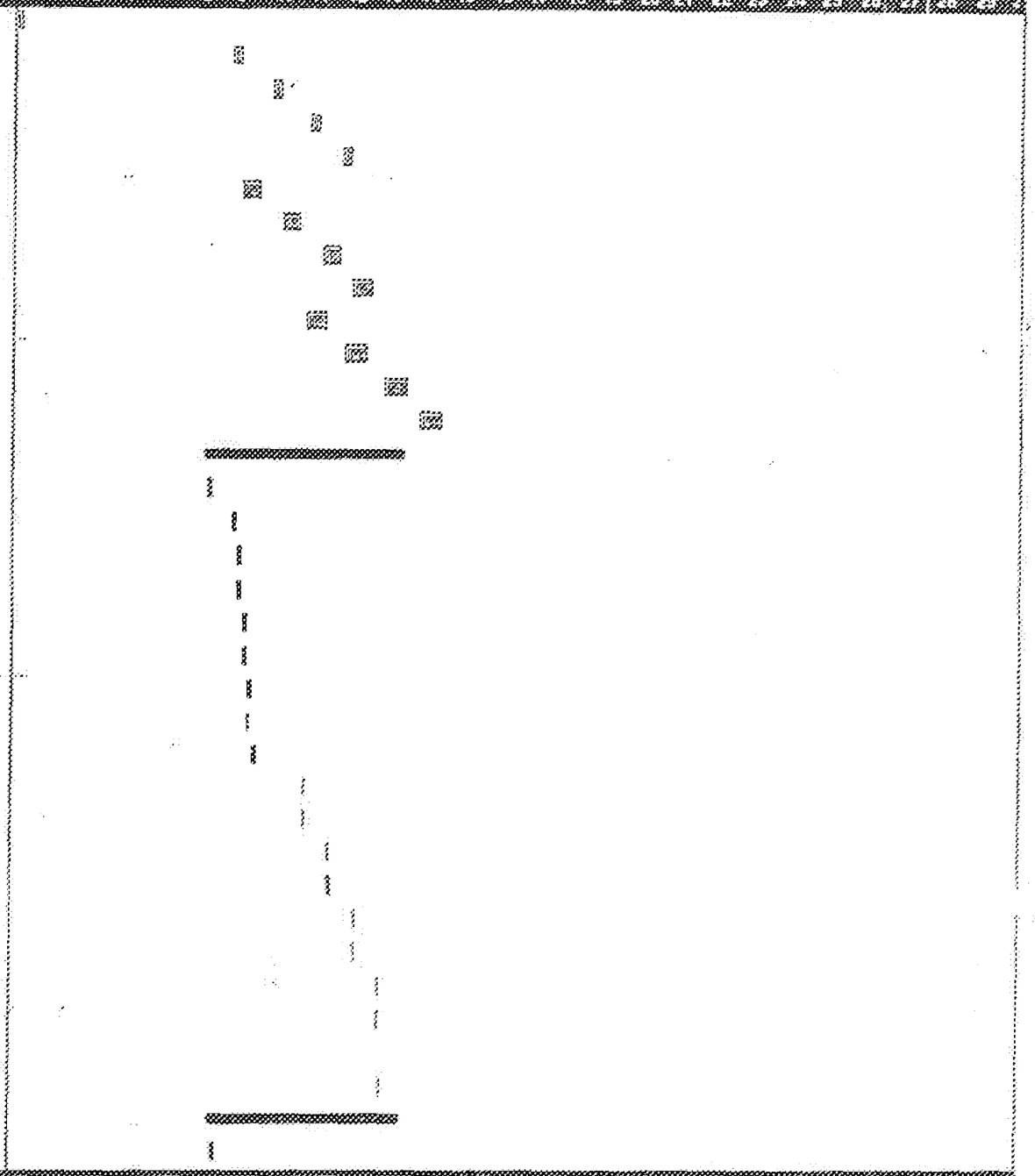
Activity ID	Description	Remaining Duration	Early Start	Early Finish	Resource Lag
0381	Set switchgear	3	09/06/07	09/10/07	0
0382	Rough 1st floor	6	03/04/08	03/11/08	0
0383	Rough 2nd floor	6	04/07/08	04/14/08	0
0384	Rough 3rd floor	6	05/09/08	05/16/08	0
0385	Rough 4th floor	6	06/05/08	06/12/08	0
0386	Pull wire 1st floor	12	03/12/08	03/27/08	0
0387	Pull wire 2nd floor	13	04/15/08	04/30/08	0
0388	Pull wire 3rd floor	12	05/19/08	06/03/08	0
0389	Pull wire 4th floor	12	06/13/08	06/30/08	0
0390	Trim 1st floor	15	05/06/08	05/23/08	0
0391	Trim 2nd floor	15	06/06/08	06/25/08	0
0392	Trim 3rd floor	15	07/10/08	07/30/08	0
0393	Trim 4th floor	15	08/08/08	08/26/08	0
0394	Bldg 2 HVAC/Sprinklers	115 *	02/15/08	07/24/08	0
0395	Tie into Riser	2	02/15/08	02/18/08	0
0396	HVAC rough in 1st floor	3	03/06/08	03/10/08	0
0397	Sprinkler rough in 1st	4	03/11/08	03/14/08	0
0398	HVAC rough in 2nd floor	3	03/11/08	03/13/08	0
0399	Sprinkler rough in 2nd	4	03/14/08	03/19/08	0
0400	HVAC rough in 3rd floor	3	03/14/08	03/18/08	0
0401	Sprinkler rough in 3rd	4	03/19/08	03/24/08	0
0402	HVAC rough in 4th floor	3	03/19/08	03/21/08	0
0403	Sprinkler rough in 4th	4	03/24/08	03/27/08	0
0404	HVAC trim 1st floor	2	05/06/08	05/07/08	0
0405	Sprinkler trim 1st floor	3	05/06/08	05/08/08	0
0406	HVAC trim 2nd floor	2	05/27/08	05/28/08	0
0407	Sprinkler trim 2nd floor	3	05/27/08	05/29/08	0
0408	HVAC trim 3rd floor	2	06/17/08	06/18/08	0
0409	Sprinkler trim 3rd floor	3	06/17/08	06/19/08	0
0410	HVAC trim 4th floor	2	07/08/08	07/09/08	0
0411	Sprinkler trim 4th floor	3	07/08/08	07/10/08	0
0412	HVAC test and balance	1	07/24/08	07/24/08	0
0413	Sprinkler leak test	1	07/11/08	07/11/08	0
0414	Bldg 3 HVAC/Sprinklers	108 *	02/22/08	07/23/08	0
0415	Tie into riser	2	02/22/08	02/25/08	0



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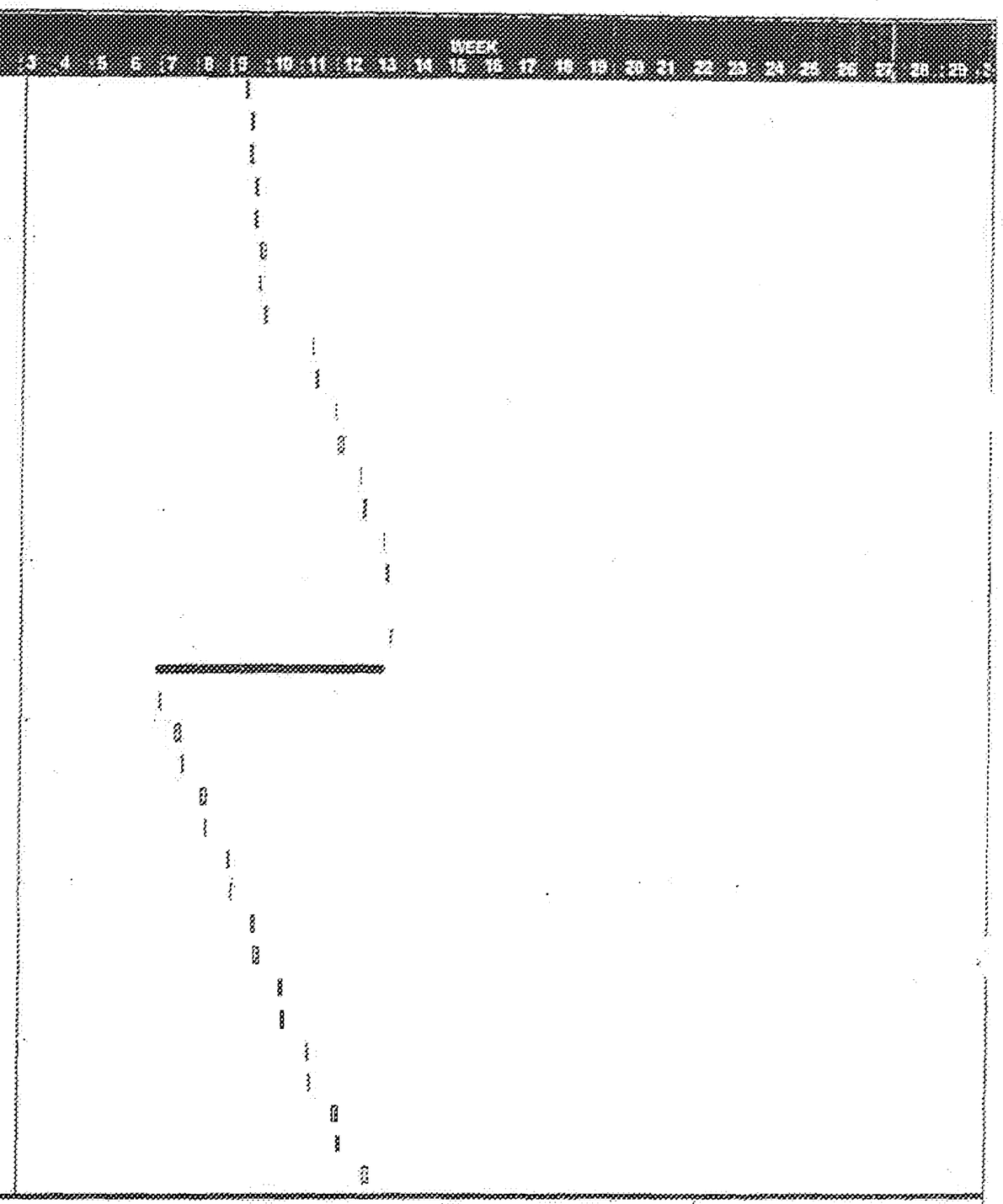
Progress bar
Critical bar
Summary bar
Progress point
Critical point
Summary point
Start milestone point
Finish milestone point

Phase I

MW Contract Schedule

Activity ID	Description	Remaining Duration	Early Start	Early Finish	Resource Lag
0416	HVAC rough in 1st floor	3	03/13/08	03/17/08	0
0417	Sprinkler rough in 1st	4	03/18/08	03/21/08	0
0418	HVAC rough in 2nd floor	3	03/18/08	03/20/08	0
0419	Sprinkler rough in 2nd	4	03/21/08	03/26/08	0
0420	HVAC rough in 3rd floor	3	03/21/08	03/25/08	0
0421	Sprinkler rough in 3rd	4	03/26/08	03/31/08	0
0422	HVAC rough in 4th floor	3	03/26/08	03/28/08	0
0423	Sprinkler rough in 4th	4	03/31/08	04/03/08	0
0424	HVAC trim 1st floor	2	05/13/08	05/14/08	0
0425	Sprinkler trim 1st floor	3	05/15/08	05/15/08	0
0426	HVAC trim 2nd floor	2	06/03/08	06/04/08	0
0427	Sprinkler trim 2nd floor	3	06/05/08	06/09/08	0
0428	HVAC trim 3rd floor	2	06/24/08	06/25/08	0
0429	Sprinkler trim 3rd floor	3	06/26/08	06/30/08	0
0430	Hvac trim 4th floor	2	07/15/08	07/16/08	0
0431	Sprinkler trim 4th floor	3	07/17/08	07/21/08	0
0432	HVAC test and balance	1	07/17/08	07/17/08	0
0433	Sprinkler leak test	1	07/22/08	07/22/08	0
0434	Bldg 7 HVAC/Sprinklers	133 *	01/02/08	07/11/08	0
0435	Riser tie in	2	01/02/08	01/03/08	0
0436	HVAC rough in 1st floor	4	01/17/08	01/22/08	0
0437	Sprinkler rough in 1st	3	01/23/08	01/25/08	0
0438	HVAC rough in 2nd floor	4	02/06/08	02/13/08	0
0439	Sprinkler rough in 2nd	3	02/12/08	02/14/08	0
0440	HVAC rough in 3rd floor	4	03/03/08	03/06/08	0
0441	Sprinkler rough in 3rd	3	03/05/08	03/07/08	0
0442	HVAC rough in 4th floor	4	03/25/08	03/28/08	0
0443	Sprinkler rough in 4th	3	03/27/08	03/31/08	0
0444	HVAC rough in 5th floor	4	04/17/08	04/22/08	0
0445	Sprinkler rough in 5th	3	04/21/08	04/23/08	0
0446	HVAC rough in 6th floor	4	05/12/08	05/15/08	0
0447	Sprinkler rough in 6th	3	05/14/08	05/16/08	0
0448	HVAC rough in 7th floor	5	06/05/08	06/11/08	0
0449	Sprinkler rough in 7th	4	06/09/08	06/12/08	0
0450	HVAC rough in 8th floor	5	07/01/08	07/07/08	0



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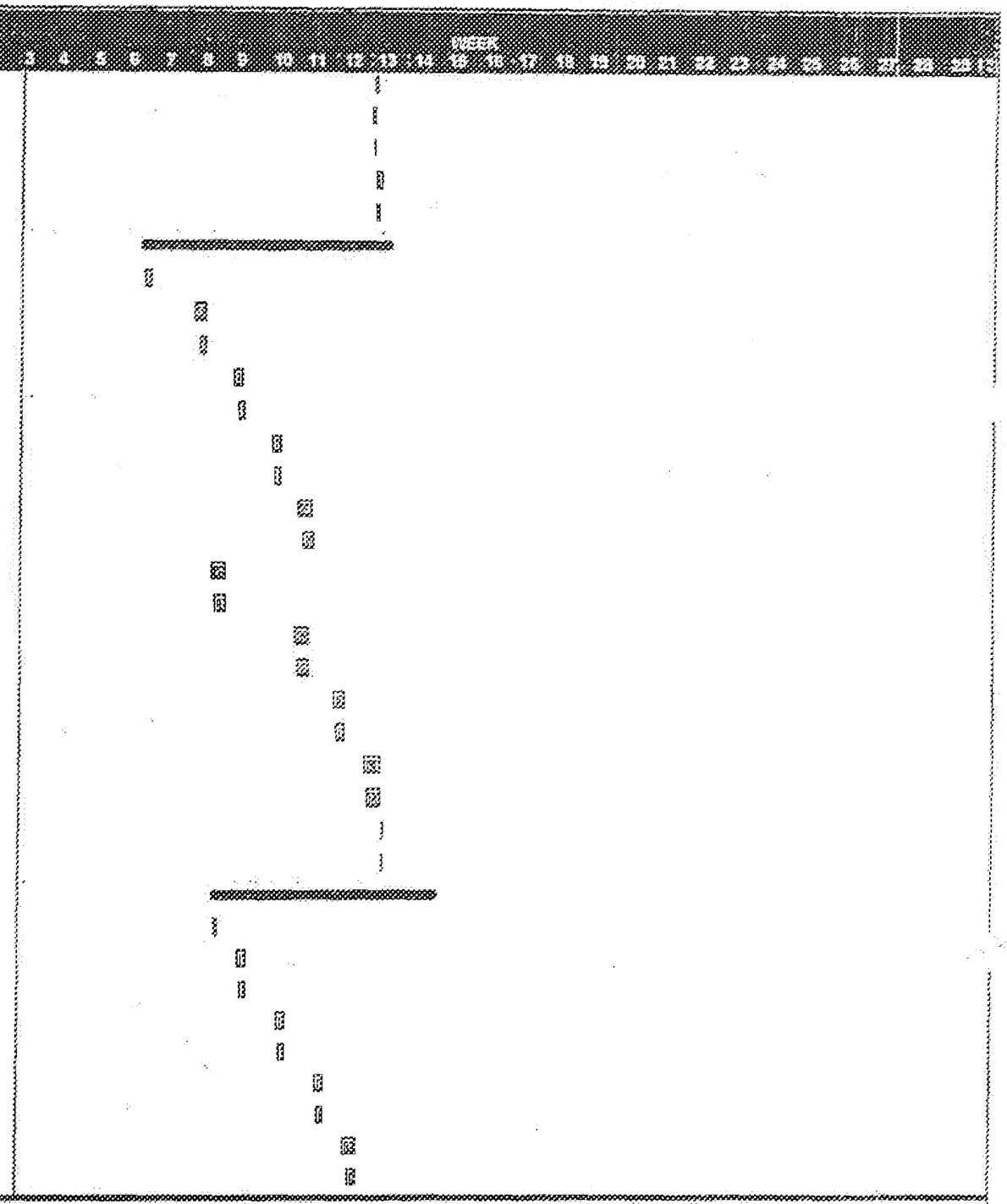
- Progress point
- Critical point
- Summary point
- Start milestone point
- Finish milestone poin

Activity ID	Description	Remaining Duration	Early Start	Early Finish	Resource Lag
0451	Sprinkler rough in 8th	4	07/03/08	07/08/08	0
0452	HVAC rough in 9th floor	4	07/01/08	07/04/08	0
0453	Sprinkler rough in 9th	2	07/03/08	07/04/08	0
0454	HVAC test and balance	5	07/07/08	07/11/08	0
0455	Sprinkler leak test	3	07/07/08	07/09/08	0
0456	Bldg 8 HVAC/Sprinklers	150 *	12/21/07	07/17/08	0
0457	Tie into riser	3	12/21/07	12/26/07	0
0458	HVAC rough in 1st floor	8	01/31/08	02/11/08	0
0459	Sprinkler rough in 1st	6	02/05/08	02/12/08	0
0460	HVAC rough in 2nd floor	8	03/05/08	03/14/08	0
0461	Sprinkler rough in 2nd	6	03/10/08	03/17/08	0
0462	HVAC rough in 3rd floor	8	04/08/08	04/17/08	0
0463	Sprinkler rough in 3rd	6	04/11/08	04/18/08	0
0464	HVAC rough in 4th floor	10	05/02/08	05/15/08	0
0465	Sprinkler rough in 4th	8	05/07/08	05/16/08	0
0466	HVAC trim 1st floor	10	02/18/08	02/29/08	0
0467	Sprinkler trim 1st floor	8	02/20/08	02/29/08	0
0468	HVAC trim 2nd floor	10	04/29/08	05/12/08	0
0469	Sprinkler trim 2nd floor	8	05/01/08	05/12/08	0
0470	HVAC trim 3rd floor	10	05/02/08	05/13/08	0
0471	Sprinkler trim 3rd floor	8	05/04/08	05/13/08	0
0472	HVAC trim 4th floor	11	05/30/08	07/14/08	0
0473	Sprinkler trim 4th floor	9	07/03/08	07/14/08	0
0474	Test and balance	3	07/15/08	07/17/08	0
0475	Sprinkler leak test	2	07/15/08	07/16/08	0
0476	Bldg 9 HVAC/Sprinklers	135 *	02/21/08	08/27/08	0
0477	Tie into riser	3	02/21/08	02/25/08	0
0478	HVAC rough in 1st floor	8	03/12/08	03/21/08	0
0479	Sprinkler rough in 1st	6	03/14/08	03/21/08	0
0480	HVAC rough in 2nd floor	8	04/15/08	04/24/08	0
0481	Sprinkler rough in 2nd	6	04/17/08	04/24/08	0
0482	HVAC rough in 3rd floor	8	05/19/08	05/28/08	0
0483	Sprinkler rough in 3rd	6	05/21/08	05/28/08	0
0484	HVAC rough in 4th floor	10	06/13/08	06/26/08	0
0485	Sprinkler rough in 4th	8	06/17/08	06/26/08	0



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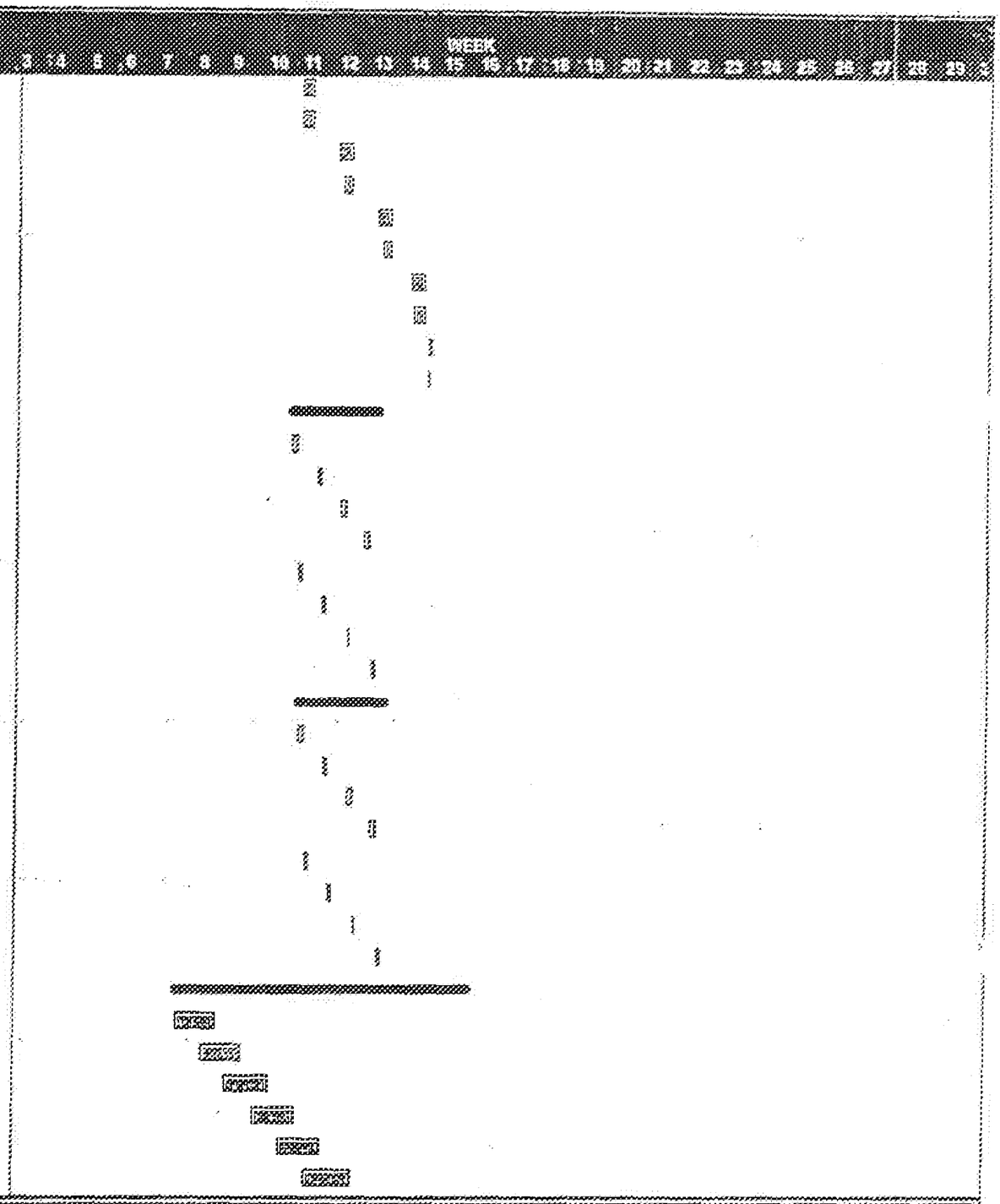
Activity ID	Description	Remaining Duration	Early Start	Early Finish	Resource Lag
0486	HVAC trim 1st floor	10	05/05/08	05/16/08	0
0487	Sprinkler trim 1st floor	8	05/07/08	05/16/08	0
0488	HVAC trim 2nd floor	10	06/05/08	06/19/08	0
0489	Sprinkler trim 2nd floor	8	06/10/08	06/19/08	0
0490	HVAC trim 3rd floor	10	07/10/08	07/23/08	0
0491	Sprinkler trim 3rd floor	8	07/14/08	07/23/08	0
0492	HVAC trim 4th floor	11	06/06/08	06/23/08	0
0493	Sprinkler trim 4th floor	9	06/12/08	06/22/08	0
0494	Test and balance	3	08/25/08	08/27/08	0
0495	Sprinkler leak test	2	08/25/08	08/26/08	0
0496	Bldg 2 Finishes	63 *	04/30/08	07/11/08	0
0497	Paint 1st floor	4	04/30/08	05/05/08	0
0498	Paint 2nd floor	4	05/21/08	05/26/08	0
0499	Paint 3rd floor	4	06/11/08	06/16/08	0
0500	Paint 4th floor	4	07/02/08	07/07/08	0
0501	Ceramic tile 1st floor	4	05/05/08	05/09/08	0
0502	Ceramic tile 2nd floor	4	05/27/08	05/30/08	0
0503	Ceramic tile 3rd floor	4	06/17/08	06/20/08	0
0504	Ceramic tile 4th floor	4	07/08/08	07/11/08	0
0505	Bldg 3 Finishes	53 *	06/07/08	07/18/08	0
0506	Paint 1st floor	4	05/07/08	05/12/08	0
0507	Paint 2nd floor	4	05/28/08	06/02/08	0
0508	Paint 3rd floor	4	06/18/08	06/23/08	0
0509	Paint 4th floor	4	07/09/08	07/14/08	0
0510	Ceramic tile 1st floor	4	05/13/08	05/16/08	0
0511	Ceramic tile 2nd floor	4	06/03/08	06/06/08	0
0512	Ceramic tile 3rd floor	4	05/24/08	06/27/08	0
0513	Ceramic tile 4th floor	4	07/15/08	07/18/08	0
0514	Bldg 7 Finishes	160 *	01/23/08	09/30/08	0
0515	GWB Paint 1st floor	26	01/23/08	02/27/08	0
0516	GWB Paint 2nd floor	26	02/14/08	03/20/08	0
0517	GWB Paint 3rd floor	26	03/07/08	04/15/08	0
0518	GWB Paint 4th floor	26	03/31/08	05/07/08	0
0519	GWB Paint 5th floor	26	04/23/08	05/30/08	0
0520	GWB Paint 6th floor	30	05/16/08	06/26/08	0



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IN THE SUPREME COURT OF THE STATE OF NEVADA

Supreme Court Case No. 77320
***Consolidated with* 80508**

HELIX ELECTRIC OF NEVADA, LLC,

Appellant,

v.

APCO CONSTRUCTION, INC., A NEVADA CORPORATION,

Respondent.

JOINT APPENDIX
VOLUME 3

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Docket 77320 Document 2020-37997

CHRONOLOGICAL APPENDIX OF EXHIBITS

Date	Description	Bates Number	Volume(s)
06-24-09	**Helix Electric's Statement of Facts Constituting Lien and Third-Party Complaint**	**JA000001-JA000015**	**1**
08-05-09	**APCO's Answer to Helix's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint**	**JA000016 – JA000030**	**1**
04-26-10	**CAMCO and Fidelity's Answer and CAMCO's Counterclaim**	**JA000031-JA000041**	**1**
07-02-10	**Order Striking Defendant Gemstone Development West, Inc.'s Answer and Counterclaim and Entering Default**	**JA000042-JA000043**	**1**
06-06-13	**APCO's Limited Motion to Lift Stay for Purposes of this Motion Only; (2) APCO's Motion for Summary Judgment Against Gemstone Only; and (3) Request for Order Shortening Time**	**JA000044-JA000054**	**1**
	Exhibit 1 – Affidavit of Randy Nickerl in Support of (I) APCO's Limited Motion to Lift Sta for Purposes of this Motion Only; (2) APCO's Motion for Judgment Against Gemstone Only	JA000055-JA000316	1/2/4/5/6
	Exhibit 2 – Findings of Fact and Conclusions of Law and Judgment in Favor of APCO Construction Against Gemstone Development West, Inc. Only	JA000317-JA000326	6

Date	Description	Bates Number	Volume(s)
06-13-13	**Docket Entry and Minute Order Granting APCO's Motion for Summary Judgment Against Gemstone**	**JA000327**	**6**
08-02-17	**Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements and *Ex Parte* Application for Order Shortening Time**	**JA000328-JA000342**	**6**
	Exhibit 1 – APCO Construction's Answers to Helix Electric of Nevada, LLC's First Request for Interrogatories	JA000343-JA00379	6
	Exhibit 2 – Camco Pacific Construction Company, Inc.'s Responses to Helix Electric of Nevada, LLC's Interrogatories	JA000380-JA000392	6
08-21-17	**APCO Construction's Opposition to Peel Brimley Lien Claimants' Partial Motion for Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements**	**JA000393-JA000409**	**6/7**
	Exhibit A – Excerpt from 30(b)(6) Witness for Helix Electric of Nevada, LLC taken July 20, 2017	JA000410-JA000412	7
09-28-17	**Peel Brimley Lien Claimants' Reply to Oppositions to Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements**	**JA000413-JA00418**	**7**
11-06-17	**Peel Brimley Lien Claimants' Motion in Limine Nos. 1-6**	**JA000419-JA000428**	**7**

Date	Description	Bates Number	Volume(s)
	Exhibit 1 – Notice of Entry of Order	JA000429 JA000435	7
	Exhibit 2 – Amended Notices of 30(b)(6) Deposition of Camco Pacific Construction Company, Inc. from Cactus Rose Construction, Inc., Fast Glass, Inc.'s, Heinaman Contract Glazing, Inc. and Helix Electric of Nevada, LLC's	JA000436-JA000472	7/8
	Exhibit 3 – Excerpt from David E. Parry's Deposition Transcript taken June 20, 2017	JA000473 JA00489	8
	Exhibit 4 – Cactus Rose Construction, Inc.'s First Set of Request for Admissions to Camco Pacific Construction	JA00490 JA000500	8
	Exhibit 5 – Fast Glass, Inc.'s First Set of Request for Admissions to Camco Pacific Construction	JA000501-JA000511	8
	Exhibit 6 – Heinaman Contract Glazing, Inc.'s First Set of Request for Admissions to Camco Pacific Construction	JA000512-JA000522	8
	Exhibit 7 – Helix Electric of Nevada, LLC's First Set of Request for Admissions to Camco Pacific Construction	JA000523-JA000533	8
11-06-17	**Helix Electric of Nevada's Motion *in Limine* Nos. 1-4**	**JA000534-JA000542**	**8**
	Exhibit 1 – Notice of Entry of Order	JA000543-JA000549	8
	Exhibit 2 – Helix Electric of Nevada, LLC's Amended Notice of 30(b)(6) Deposition of APCO Construction	JA000550 JA000558	8/9

Date	Description	Bates Number	Volume(s)
	Exhibit 3 - Excerpts from Brian Benson Deposition Transcript taken June 5, 2017	JA000559 JA000574	9
	Exhibit 4 – Excerpts from Mary Jo Allen's Deposition Transcript taken July 18, 2017	JA000575- JA000589	9
11-06-17	**APCO Construction, Inc.'s Omnibus Motion *in Limine***	**JA000590 JA000614**	**9**
	Exhibit 1 – Second Amended Notice of taking NRCP Rule 30(b)(6) Deposition of Person Most Knowledgeable for Zitting Brothers Construction, Inc.	JA000615- JA000624	9
	Exhibit 2 – Zitting Brothers Construction, Inc.'s Motion for Partial Summary Judgment Against APCO Construction	JA000625- JA000646	9
	Exhibit 3 – Excerpts from Samuel Zitting's Deposition Transcript taken October 27, 2017	JA000647- JA000678	9/10
	Exhibit 4 – Statement of Facts Constituting Lien on Behalf of Buchele, Inc.	JA000679- JA000730	10
	Exhibit 5 – Subcontract Agreement dated April 17, 2007	JA000731- JA000808	10/11
	Exhibit 6 – Subcontract Agreement dated April 17, 2007	JA000809- JA000826	11/12
	Exhibit 7 – Email from Mary Bacon dated October 16, 2017	JA000827- JA000831	12
	Exhibit 8 – Email from Mary Bacon dated October 17, 2017	JA000832- JA000837	12
	Exhibit 9 – Email from Eric Zimbelman dated October 17, 2017	JA000838- JA000844	12
	Exhibit 10 – Special Master Report, Recommendation and District Court Order	JA00845- JA000848	12

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	Exhibit 11 – Plaintiff in Intervention, National Wood Products, Inc.'s Initial Disclosures Pursuant to NRCP 16.1	JA000849-JA000856	12
	Exhibit 12 – Plaintiff in Intervention, National Wood Products, Inc.'s First Supplemental Disclosures Pursuant to NRCP 16.1	JA000857-JA000864	12
	Exhibit 13 – Amended Notice of Taking NRCP Rule 30(b)(6) Deposition of Person Most Knowledgeable for Helix Electric of Nevada, LLC	JA000865-JA000873	12
	Exhibit 14 – Excerpts from Helix Electric of Nevada, LLC's 30(b)(6) Witness Deposition Transcript taken July 20, 2017	JA000874-JA000897	12
11-14-17	**Camco Pacific Construction Company, Inc.'s Opposition to Lien Claimants' Motions in Limine Nos. 1-6**	**JA000898-JA000905**	**12**
	Exhibit A – Nevada Construction Services Cost Plus GMP Contract Disbursement Agreement	JA000906-JA000907	12
	Exhibit B – Scott Financial Corporation's April 28, 2009 letter to the Nevada State Contractor's Board	JA000908-JA000915	2/13
	Exhibit C – E-mail from Alex Edelstein dated December 15, 2008 Re: Letter to Subs	JA000916-JA000917	13
	Exhibit D – Camco Pacific's letter dated December 22, 2008	JA000918-JA000920	13
	Exhibit E – Order Approving Sale of Property	JA000921-JA000928	13

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11-14-17	**APCO Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC's Motions *in Limine* Nos. 1-4**	**JA000929-JA000940**	**13/14**
	Exhibit 1 – Excerpts from the Deposition Transcript of Mary Jo Allen taken July 18, 2017	JA000941-JA000966	14/15/16
	Exhibit 2 – Helix Electric's Manhattan West Billing/Payment Status through August 2008	JA000967-JA000969	16/17
	Exhibit 3 – Excerpts from the Deposition Transcript of Andrew Rivera taken July 20, 2017	JA000970-JA000993	17/18/19
11-14-17	**Helix Electric of Nevada's Opposition to APCO Construction's Omnibus Motion *in Limine***	**JA000994-JA001008**	**20**
	Exhibit 1 – Excerpts from the Deposition Transcript of Brian Benson taken June 5, 2017	JA001009-JA001042	20
	Exhibit 2 - Excerpts from the Deposition Transcript of Brian Benson taken June 5, 2017	JA001043-JA001055	20
	Exhibit 3 – Special Master Order Requiring Completion of Questionnaire	JA001056-JA001059	20
	Exhibit 4 – Excerpts from the Deposition Transcript of the 30(b)(6) Witness for Helix Electric of Nevada taken July 20, 2017	JA001060-JA001064	20
	Exhibit 5 - Excerpts from the Deposition Transcript of David E. Parry taken June 20, 2017	JA001065 JA001132	20/21
11-15-17	**APCO Construction, Inc.'s Reply in Support of its Omnibus *Motion in Limine***	**JA001133 JA001148**	**21**

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	Exhibit 1 – Special Master Report Regarding Discovery Status	JA001149-JA001151	21
	Exhibit 2 – Notice of Taking NRCP Rule 30(b)(6) Deposition of the Person Most Knowledgeable for Zitting Brothers Construction, Inc.	JA001152-JA001160	21
12-29-17	**Notice of Entry of Order Granting Peel Brimley Lien Claimants' Motion *in Limine* 1-6**	**JA001161-JA001169**	**22**
12-29-17	**Notice of Entry of Order Granting in Part and Denying in Part Helix Electric of Nevada, LLC's Motion *in Limine* 1-4**	**JA001170-JA001177**	**22**
12-29-17	**Notice of Entry of Order Granting in Part and Denying in Part APCO Construction's Omnibus Motion *in Limine***	**JA001178-JA001186**	**22**
01-03-18	**Notice of Entry of Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements**	**JA001187-JA001198**	**22**
01-04-18	**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 provision on an Order Shortening Time**	**JA001199-JA001217**	**22**
	Exhibit 1 – Subcontract Agreement (Helix Electric of Nevada, LLC)	JA001218-JA001245	22/23/24
	Exhibit 2 – Subcontract Agreement (Zitting Brothers)	JA001246-JA001263	24

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	Exhibit 3 – Subcontract Agreement (CabineTec)	JA001264-JA001281	24/25
	Exhibit 4 – Amended Notice of Lien	JA001282-JA001297	25
	Exhibit 5 - Amended NOL	JA001298-JA001309	25
	Exhibit 6 – Notice of Lien	JA001310-JA001313	25
	Exhibit 7 – Order Approving Sale of Property	JA001314-JA001376	25/26
	Exhibit 8 – Order Releasing Sale Proceeds from Court Controlled Escrow Account	JA001377-JA001380	26
	Exhibit 9 – Order Denying *En Banc* Reconsideration	JA001381-JA001385	26
	Exhibit 10 – Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA001386-JA001392	26
	Exhibit 11 – Notice of Entry of Findings of Fact and Conclusions of Law and Judgment	JA001393-JA001430	26
	Exhibit 12 – Order Big D Construction Corp.'s Motion for Attorney's Fees, Costs and Interest Pursuant to Judgment	JA001431-JA001435	26
	Exhibit 13 – Appellant's Opening Brief (Padilla v. Big D)	JA001436-JA001469	26
	Exhibit 14 – Respondent's Answering Brief	JA001470-JA001516	26/27
	Exhibit 15 – Appellant's Reply Brief (Padilla v. Big D)	JA001517-JA001551	27
01-09-18	**Peel Brimley Lien Claimants' Opposition to APCO Construction's Motion for Reconsideration of Order**	**JA001552-JA001560**	**27**

Date	Description	Bates Number	Volume(s)
	Granting Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements		
01-10-18	**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**	**JA001561-JA001573**	**27**
01-12-18	**Joint Pre-Trial Memorandum [for APCO Construction, Inc., the Peel Brimley Lien Claimants and National Wood Products, LLC ONLY]**	**JA001574-JA001594**	**27/28**
	Exhibit 1 – Exhibit List APCO	JA001595-JA001614	28
	Exhibit 2 – Helix Trial Exhibits	JA001615-JA001616	28
	Exhibit 3 – Exhibit List Plaintiff in Intervention National Wood Products, Inc.	JA001617-JA001635	28
	Exhibit 4 – Cactus Rose Trial Exhibits	JA001636-JA001637	28
	Exhibit 5 – Heinaman Trial Exhibits	JA001638-JA001639	28
	Exhibit 6 – Fast Glass Trial Exhibits	JA001640-JA001641	28
	Exhibit 7 – SWPPP Trial Exhibits	JA001642-JA001643	28
	Exhibit 8 - Order Granting in Part and Denying in Part APCO Construction's Omnibus Motion *in Limine*	JA001644-JA001647	28

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	Exhibit 9 - Amended *nunc pro tunc* order regarding APCO Construction, Inc.'s Omnibus Motion *in Limine* No. 7	JA001648-JA001650	28
	Exhibit 10 - Order Granting in Part and Denying in part Helix Electric of Nevada, LLC's Motions *in Limine* 1-4 (Against APCO Construction)	JA001651-JA001653	28
	Exhibit 11 - order granting Peel Brimley Lien Claimants' Motion in Limine Nos.1-6 (against Camco Pacific Construction, Inc.)	JA001654-JA001657	28
	Exhibit 12 - Order Granting Plaintiff in Intervention, National Wood Products, Inc.'s Motion *in Limine*	JA001658-JA001660	28
	Exhibit 13 - Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA001661-JA00167	28/9/29
01-17-18	**Transcript Bench Trial (Day 1)**[1]	**JA001668-JA001802**	**29/30**
	Trial Exhibit 1 - Grading Agreement ***(Admitted)***	JA001803-JA001825	30
	Trial Exhibit 2 – APCO/Gemstone General Construction Agreement ***(Admitted)***	JA001826-JA001868	30
	Trial Exhibit 3 - Nevada Construction Services /Gemstone Cost Plus/GMP Contract Disbursement Agreement ***(Admitted)***	JA001869-JA001884	30

[1] Filed January 31, 2018

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	Trial Exhibit 4 - APCO Pay Application No. 9 Submitted to Gemstone ***(Admitted)***	JA001885-JA001974	30/31/32
	Trial Exhibit 5 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work ***(Admitted)***	JA001975-JA001978	32
	Trial Exhibit 6 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work ***(Admitted)***	JA001979-JA001980	32
	Trial Exhibit 10 - Letter from J. Barker to A. Edelstein Re: Notice of Intent to Stop Work (Second Notice) ***(Admitted)***	JA001981-JA001987	32
	Trial Exhibit 13 - Letter from A. Edelstein to Re. Nickerl Re: Termination for Cause (Gemstone) ***(Admitted)***	JA001988-JA002001	32
	Trial Exhibit 14 - Letter from W. Gochnour to Sean Thueson Re: [APCO's] Response to [Gemstone's] Termination for Cause ***(Admitted)***	JA002002-JA002010	33
	Trial Exhibit 15 - Letter from R. Nickerl to A. Edelstein Re: 48-Hour Notices ***(Admitted)***	JA002011-JA002013	33
	Trial Exhibit 16 - Email from J. Horning to A. Berman and J. Olivares re: Joint Checks ***(Admitted)***	JA002014	33
	Trial Exhibit 23 - APCO Subcontractor Notice of Stopping Work and Letter from J. Barker to A. Edelstein Re: Notice of Stopping Work and Notice of Intent to Terminate Contract ***(Admitted)***	JA002015-JA002016	33

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 24 - Letter from R. Nickerl to Clark County re: Notification of APCO's withdrawal as General Contractor of Record ***(Admitted)***	JA002017-JA002023	33
	Trial Exhibit 26 - Email from J. Gisondo to Subcontractors re: June checks ***(Admitted)***	JA002024	34
	Trial Exhibit 27 - Letter from A. Edelstein to R. Nickerl re: June Progress Payment ***(Admitted)***	JA002025-JA002080	34
	Trial Exhibit 28 - Letter from J. Barker to A. Edelstein Re: Termination of Agreement for GMP ***(Admitted)***	JA002081	34
	Trial Exhibit 31 - Transmission of APCO's Pay Application No. 11 as Submitted to Owner ***(Admitted)***	JA002082-JA002120	34/35
	Trial Exhibit 45 - Subcontractor Agreement ***(Admitted)***	JA002121-JA002146	35
	Trial Exhibit 162 - Amended and Restated General Construction Agreement between Gemstone and CAMCO ***(Admitted)***	JA002147-JA002176	35/36
	Trial Exhibit 212 - Letter from Edelstein to R. Nickerl re: NRS 624 Notice ***(Admitted)***	JA002177-JA002181	36
	Trial Exhibit 215 - Email from C. Colligan to Subcontractors re: 48-hour Termination Notice ***(Admitted)***	JA002182-JA002185	36
	Trial Exhibit 216 - Email from C. Colligan re: Meeting with Subcontractors ***(Admitted)***	JA002186-JA002188	36
	Trial Exhibit 506 – Email and Contract Revisions ***(Admitted)***	JA002189 – JA002198	36

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01-18-18	**Stipulation and Order Regarding Trial Exhibit Admitted into Evidence**	**JA002199-JA002201**	**36**
	Exhibit 1 – Exhibit List APCO	JA002208-JA002221	36
	Exhibit 2 – Helix Trial Exhibits	JA002222-JA002223	36
	Exhibit 3 – Exhibit List Plaintiff in Intervention National Wood Products, Inc.	JA002224-JA002242	36/37
	APCO TRIAL EXHIBITS:		
	APCO Related Exhibits:		
	Trial Exhibit 7 - Letter from Scott Financial to APCO re: Loan Status	JA002243	37
	Trial Exhibit 8 - APCO Pay Application No. 10 as submitted to Owner	JA002244-JA002282	37/38
	Trial Exhibit 12 and 107 - Email from C. Colligan to Subcontractors re: Subcontractor Concerns	JA002283-JA002284	38
	Trial Exhibit 17 – Video (Construction Project)	JA002285	N/A
	Trial Exhibit 18 – Video (Construction Project)	JA002286	N/A
	Trial Exhibit 19 – Video (Construction Project)	JA002287	N/A
	Trial Exhibit 20 – Video (Construction Project)	JA002288	N/A
	Trial Exhibit 21 – Video (Construction Project)	JA002289	N/A
	Trial Exhibit 22 – Video (Construction Project)	JA002290	N/A

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 29 - Email from J. Robbins to Subcontractors re: Billing Cut-Off for August Billing	JA002285	39
	Trial Exhibit 30 - Camco Pay Application No. 11 NCS-Owner Approved with NCS Draw Request	JA002286-JA002306	39
	Trial Exhibit 32 and 125 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixture installed)	JA002307-JA002308	39
	Trial Exhibits 33 and 126 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed)	JA002309-JA002310	39
	Exhibit 34 and 128 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed)	JA002311-JA002312-	40
	Trial Exhibit 35 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002313-JA002314	40
	Exhibit 36 and 130 -Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002315-JA002316	40
	Trial Exhibits 37 and 131 -Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002317-JA002318	40
	Trial Exhibits 38 and 132 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002319-JA002320	41

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	Trial Exhibit 39 -Email from K. Costen to Subcontractors informing that Manhattan West Project no longer open	JA002321-JA002322	41
	Trial Exhibit 40- Letter from D. Parry to Subcontractors Re: Funding Withdrawn	JA002323 JA002326	41
	HELIX Related Exhibits:		41
	Trial Exhibit 46 - Helix Pay Application No. 16713-008R1 with Proof of Payment	JA002327-JA002345	41
	Trial Exhibit 47 - Helix Pay Application No. 16713-009R1 with Proof of Payment	JA002346-JA002356	41
	Trial Exhibit 48 - Email from R. Nickerl to B. Johnson Re: Work Suspension Directive	JA002357-JA002358	41
	Trial Exhibit 49 -Helix Pay Application No. 16713-010R2 with Proof of Payment	JA002359-JA002364	41/42
	Trial Exhibit 50 - Unconditional Waiver and Release re: Pay Application No. 8 with Copy of Payment	JA002365-JA002366	42
	Trial Exhibit 51 - Photo re: Building 8 & 9, South (No Exterior fixtures installed. Helix billed out at 90%)	JA002367-JA002368	42
	Trial Exhibit 52 -Photo re: Building 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002369-JA002370	42
	Trial Exhibit 53 -Photo re: Building - 2 & 3, West (No Exterior fixtures installed. Helix billed out at 90%)	JA002371-JA002372	42

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 54 - Photo re: Building - 2 & 3, East (No Exterior fixtures installed. Helix billed out at 90%)	JA002373-JA002374	42
	Trial Exhibit 55 - Photo re: Building 2 & 3, East (No Exterior fixtures installed. Helix billed out at 90%)	JA002375-JA002376	42
	Trial Exhibit 56 - Photo re: Building 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002377-JA002378	42
	Trial Exhibit 57 - Photo re: Building 2 & 3, and 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002379-JA002381	42
	Trial Exhibit 58 - Helix Pay Application No. 16713-011R1 submitted to Owner	JA002382-JA002391	42
	Trial Exhibit 59 - Helix Pay Application No. 16713-011R1 given to Camco with Proof of Payment	JA002392-JA002405	43
	Trial Exhibit 60 - Helix Retention Rolled to Camco	JA002406-JA002415	43
	Trial Exhibit 61 - Unconditional Waiver and Release re: all Invoices through June 30, 2008 with Proof of Payment	JA002413-JA002415	43
	Trial Exhibit 62 - Photo re: Building 8 & 9, South	JA002416-JA002417	43
	Trial Exhibit 63 - Photo re: Building 2 & 3, West	JA002418-JA002419	43
	Trial Exhibit 64 - Photo re: Building 2 & 3, West	JA002420-JA002421	43
	Trial Exhibit 65 - Photo re: Building 2 & 3, South	JA002422-JA002423	43

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	Trial Exhibit 66 - Letter of transmittal from Helix to APCO re: Helix Pay Application No. 16713-011R1	JA002424-JA002433	43
	Trial Exhibit 67 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002435-JA002436	43
	Trial Exhibit 68 -Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002437-JA002438	43
	Trial Exhibit 69 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002439-JA002440	43
	Trial Exhibit 70 - Photo re: Building 8 & 9, South (No exterior fixtures installed. Helix billed out 90%)	JA002441-JA002442	43
	Trial Exhibit 71 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002443-JA002444	43
	Trial Exhibit 72 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002445-JA002446	43
	Trial Exhibit 73 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002447-JA002448	43
	Trial Exhibit 74 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002448-JA002449	43

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 75 - Unconditional Release re: Pay Application No. 16713-011R1 with Proof of Payment	JA002450-JA002456	43
	Exhibit 77 - Helix Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA002457-JA002494	43
	Zitting Brothers Related Exhibits:		
	Trial Exhibit 100 - Check No. 14392 payable to Zitting ($27,973.80); Progress Payment No. 7	JA002495-JA002497	44
	Trial Exhibit 101 - Email from R. Nickerl to R. Zitting re: Change Orders	JA002498-JA002500	44
	Trial Exhibit 102 -Email from L. Lynn to J. Griffith, et al. re: Change Order No. 00011 "pending"	JA002501-JA002503	44
	Trial Exhibit 103- Email from R. Zitting to R. Nickerl re: change orders adjusted to $30 per hour	JA002504-JA002505	44
	Trial Exhibit 104 - Email from R. Zitting to R. Nickerl re: change orders adjusted to $30 per hour with copies of change orders	JA002506-JA002526	44
	Trial Exhibit 105 - Ex. C to the Ratification – Zitting Quotes	JA002527-JA002528	44
	Trial Exhibit 106 - Unconditional Lien Release – Zitting ($27,973.80)	JA002529	44
	Trial Exhibit 108 - Photo of Video (Construction Project)	JA002530-JA002531	44
	Trial Exhibit 109 - Photo of Video (Construction Project)	JA002532-JA002533	44

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	Trial Exhibit 110 - Photo of Video (Construction Project)	JA002534-JA002535	44
	Trial Exhibit 111 - Photo of Video (Construction Project)	JA002536-JA002537	44
	Trial Exhibit 112 - Photo of Video (Construction Project)	JA002538-JA002539	44
	Trial Exhibit 113 -Photo of Video (Construction Project)	JA002550-JA002541	44
	Trial Exhibit 114 -Photo of Video (Construction Project)	JA002542-JA002543	44
	Trial Exhibit 115 - Progress Payment No. 9 Remitted to Zitting	JA002544-JA002545	44
	Trial Exhibit 116 - Ratification and Amendment of Subcontract Agreement between Buchele and Camco	JA002546-JA002550	44
	Trial Exhibit 117 - C to the Ratification	JA002551-JA002563	44
	Trial Exhibit 118 - Q&A from Gemstone to subcontracts	JA002564-JA002567	44
	Trial Exhibit 119 - Check No. 528388 payable to APCO ($33,847.55) – Progress Payment No. 8.1 and 8.2	JA002568-JA002571	44
	Trial Exhibit 120 - Tri-City Drywall Pay Application No. 7 to APCO as submitted to Owner. Show percentage complete for Zitting	JA002572-JA002575	44/45
	Trial Exhibit 127 - Photo of Video (Construction Project)	JA002576-JA002577	45/46
	Trial Exhibit 128 - Photo of Video (Construction Project)	JA002578-JA002579	46
	Trial Exhibit 129 - Photo of Video (Construction Project)	JA002580-JA002581	46

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	Trial Exhibit 138 - Memo from Scott Financial to Nevada State Contractors Board Re: Explanation of Project Payment Process	JA002582-JA002591	46
	Trial Exhibit 152 -Terms & Conditions modified by APCO, Invoices and Check Payment	JA002592-JA002598	46
	National Wood Products Related Exhibits:		
	Trial Exhibit 160 - Documents provided for settlement	JA002599-JA002612	46
	CAMCO Related Exhibits:		
	Trial Exhibit 163 - Camco Pay Application No. 12 to Gemstone	JA002613-JA002651	46/47
	Trial Exhibit 165 - Letter from D. Parry to A. Edelstein re: Gemstone losing funding for project	JA002652-JA002653	47
	Trial Exhibit 166 - Letter from D. Parry to G. Hall re: withdrawal of funding	JA002654 JA002656	47
	Helix Related Exhibits:		47
	Trial Exhibit 169 - Helix Exhibit to Standard Subcontract Agreement with Camco	JA 002665 JA002676	47/48
	Trial Exhibit 170 - Subcontract Agreement between Helix and Camco (unsigned)	JA002677-JA002713	48
	Trial Exhibit 171 - Work Order No. 100	JA002714-JA002718	48
	Trial Exhibit 172 - Letter from J. Griffith to Victor Fuchs Re: Gemstone's intention to continue retention of Helix w/copy of Ratification and Amendment of Subcontract Agreement	JA002719-JA002730	48

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 173 - Helix Pay Application No. 16713-012 to Camco with proof of payment	JA002731-JA002745	48
	Trial Exhibit 174 - Helix Change Order Request No. 28	JA002746-JA002747	48
	Trial Exhibit 175 - Change Notice No. 41	JA002748-JA002751	48
	Trial Exhibit 176 - Helix Pay Application No. 16713-013 to Camco	JA002752-JA002771	48/49
	Trial Exhibit 177 - Helix Pay Application No. 16713-014 to Camco	JA002772-JA002782	49
	Trial Exhibit 178 - Camco's letter to Helix rejecting Pay Application No. 16713-015 with attached copy of Pay Application	JA002783 JA002797	49
	National Wood/Cabinetec Related Exhibits:		
	Trial Exhibit 184 - Ratification and Amendment of Subcontract Agreement between CabineTec and Camco (fully executed copy)	JA002798-JA002825	49
	General Related Exhibits:		
	Trial Exhibit 218 - Camco/Owner Pay Application No. 11 w/Backup	JA002826-JA003028	50/51/52
	Trial Exhibit 220 - Camco/Owner Pay Application No. 12 w/Backup	JA003029-JA003333	52/53/54/55
	Trial Exhibit 313 - Letter from A. Edelstein to R. Nickerl re: NRS 624 Notice	JA003334-JA003338	55
	Helix Trial Exhibits:		
	Trial Exhibit 501 - Payment Summary	JA003339 – JA003732	55/56/57 /58/59/60
	Trial Exhibit 508 – Helix Pay Application	JA003733-JA003813	60/61

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	Trial Exhibit 510 - Unsigned Subcontract	JA003814-JA003927	61/62
	Trial Exhibit 512 - Helix's Lien Notice	JA003928-JA004034	62/63
	Trial Exhibit 522 - Camco Billing	JA004035-JA005281	63/64/65/66/67/68/69/70/71/72/73/74/75/76/77
01-19-18	**Order Denying APCO Construction's Motion for Reconsideration of Order Granting Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements**	**JA005282-JA005283**	**78**
01-18-18	**Transcript – Bench Trial (Day 2)[2]**	JA005284-JA005370	78
	Trial Exhibit 535 – Deposition Transcript of Andrew Rivera (Exhibit 99) ***(Admitted)***	JA005371-JA005623	78/79/80
01-19-18	**Transcript – Bench Trial (Day 3)[3]**	JA005624-JA005785	80
	Trial Exhibit 231 – Helix Electric's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint ***(Admitted)***	JA005786-JA005801	80
	Trial Exhibit 314 - Declaration of Victor Fuchs in support of Helix's Motion for Partial Summary Judgment against Gemstone ***(Admitted)***	JA005802-JA005804	80

[2] Filed January 31, 201879
[3] Filed January 31, 2018

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 320 – June-August Billings—not paid to APCO ***(Admitted)***	JA005805	80
	Trial Exhibit 321 – Overpayments to Cabinetec ***(Admitted)***	JA005806-	80
	Trial Exhibit 536 – Lien math calculations (handwritten) ***(Admitted)***	JA005807-JA005808	80
	Trial Exhibit 804 – Camco Correspondence ***(Admitted)***	JA005809-JA005816	80
	Trial Exhibit 3176 – APCO Notice of Lien ***(Admitted)***	JA005817-JA005819	81
01-24-18	**Transcript – Bench Trial (Day 5)[4]**	**JA005820-JA005952**	81
03-08-18	**Letter to Judge Denton submitting Helix Electric of Nevada, LLC's (Proposed) Findings of Fact and Conclusions of Law**	**JA005953-JA005985**	**81**
03-08-18	**Letter to Judge Denton submitting APCO Construction, Inc.'s Proposed Findings of Fact and Conclusions of Law**	**JA005986-JA006058**	**8/821**
03-08-18	**APCO Construction Inc.'s Post-Trial Brief**	**JA006059-JA006124**	**82/83**
03-23-18	**APCO Opposition to Helix Electric of Nevada, LLC's Findings of Fact and Conclusions of Law**	**JA006125-JA006172**	**83/84**
03-23-18	**Helix Electric of Nevada, LLC's Responses to APCO Construction's Post-Trial Brief**	**JA006173-JA006193**	**84**
04-25-18	**Findings of Fact and Conclusions of Law and Order as the Claims of Helix Electric and Cabinetec Against APCO**	**JA006194-JA006264**	**84/85**

[4] Filed January 31, 201883

Date	Description	Bates Number	Volume(s)
05-08-18	**APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc**.	**JA006265-JA006284**	**85**
	Exhibit 1 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA006285-JA006356	85/86
	Exhibit 2 – National Wood Products, Inc.'s Notice of Motion and Motion to Intervene and Memorandum of Points and Authorities in Support Thereof	JA006357-JA006369	86
	Exhibit 3 – Plaintiff in Intervention, National Wood Products, Inc.'s Findings of Fact and Conclusions of Law (Proposed)	JA006370-JA006385	86/87
	Exhibit 4 – Plaintiff in Intervention, National Wood Productions, Inc.'s Findings of Fact and Conclusions of Law Re Camco	JA006386-JA006398	87
	Exhibit 5 – Offer of Judgment to Helix Electric of Nevada, LLC	JA006399-JA006402	87
	Exhibit 6 – Offer of Judgment to Plaintiff in Intervention National Wood Products, Inc.	JA006403-JA006406	87
	Exhibit 7 – Declaration of John Randall Jefferies, Esq. in Support of APCO Construction, Inc.'s Motion for Attorney's Fees and Costs	JA006407-JA006411	87
	Exhibit 7A – Billing Entries	JA006412-JA006442	87/88

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	Exhibit 7B – Time Recap	JA006443-JA006474	88
	Exhibit 8 – Declaration of Cody S. Mounteer, Esq. in Support of Motion for Attorney's Fees and Costs	JA006475-JA006478	88
	Exhibit 9 – APCO Construction, Inc.'s Memorandum of Costs and Disbursements [Against Helix Electric of Nevada, LLC, and Plaintiff in Intervention National Wood Products, LLC]	JA006479-JA006487	88
	Exhibit 10 – Depository Index	JA006488-JA006508	88/89
05-08-18	**Helix Electric of Nevada, LLC's Motion to Retax Costs Re: Defendant APCO Construction's Memorandum of Costs and Disbursements**	**JA006509-JA006521**	**89**
05-31-18	**Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC Against Camco Construction, Co., Inc.]**	**JA006522 JA006540**	**89**
06-01-18	**Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.'s Against APCO Construction, Inc.]**	**JA006541 JA006550**	**90**
06-01-18	**Helix Electric of Nevada, LLC's Motion for Attorneys' Fees, Interest and Costs**	**JA006551-JA006563**	**90**
	Exhibit 1 – Findings of Fact and Conclusions of Law and Order as to the Claims of Helix Electric of Nevada, LLC Against Camco Pacific Construction, Inc.	JA006564-JA006574	90

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	Exhibit 2 – Memorandum of Costs and Disbursements (Helix Electric of Nevada, LLC)	JA006575-JA006580	90
	Exhibit 3 – Prime Interest Rate	JA006581-JA006601	90
	Exhibit 4 – Declaration of Eric B. Zimbelman in Support of Helix Electric of Nevada, LLC's Motion for Attorneys' Fees, Interest and Costs	JA006583-JA006588	90
	Exhibit 5 – Summary of Fees	JA006589-JA006614	90
06-15-18	**APCO Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.'s Motions to Retax Costs**	**JA006615-JA006637**	**90/9**1
	Exhibit 1-A Declaration of Mary Bacon in Support of APCO's Supplement to its Motion for Attorney's Fees	JA006635 JA006638	91
	Exhibit 1-B – Declaration of Cody Mounteer in Support of APCO's Supplement to its Motion for Attorney's Fees	JA006639-JA006916	91/92/93 94/95/96
06-15-18	**Helix Electric of Nevada, LLC's Opposition to APCO Construction's Motion for Attorneys' Fees and Costs**	**JA006917 – JA006942**	**96**
	Exhibit 1 – Notice of Entry of Staying the Case, Except for the Sale of the Property, Pending Resolution of the Petition before the Nevada Supreme Court	JA006943-JA006948	96

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	Exhibit 2 – Notice of Entry of Denying APCO Construction's Motion for Partial Summary Judgment Re: Lien Foreclosure Claims	JA006949-JA006954	96
	Exhibit 3 – Supreme Court filing notification Joint Petition for Writ of Mandamus filed	JA006955-JA006958	96
	Exhibit 4 – Order Denying *En Banc* Reconsideration	JA006959-JA006963	96
	Exhibit 5 – Notice of Entry of Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA006964-JA006978	96
	Exhibit 6A – Interstate Plumbing and Air Conditioning, LLC's Response to Special Master Questionnaire	JA006977-JA006980	96
	Exhibit 6B – Nevada Prefab Engineers, Inc.'s Response to Special Master Questionnaire	JA006981-JA006984	96
	Exhibit 6C – Zitting Brothers Construction, Inc.'s Response to Special Master Questionnaire	JA006985-JA006993	96/97
	Exhibit 6D – Noorda Sheet Metal's Notice of Compliance	JA006994 JA007001	97
	Exhibit 6 E – Unitah Investments, LLC's Special Master Questionnaire	JA007002-JA007005	97
	Exhibit 7A – Motion to Appoint Special Master	JA007006-JA007036	97
	Exhibit 7B – Letter from Floyd A. Hale dated August 2, 2016	JA007037-JA007060	97

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	Exhibit 7C – Special Master Report Regarding Remaining Parties to the Litigation, Special Master Recommendation and District Court Order Amended Case Agenda	JA007042-JA007046	97
	Exhibit 8 – Notice of Entry of Order Granting Plaintiff's Motion to Dismiss	JA007047 JA007053	97
	Exhibit 9 – Stipulation and Order for Dismissal with Prejudice	JA007054-JA007056	97
	Exhibit 10 – Stipulation and Order to Dismiss Third-Party Complaint of Interstate Plumbing & Air Conditioning, LLC Against APCO Construction, Inc. with Prejudice	JA007057-JA007059	97
	Exhibit 11 – Notice of Entry of Order Granting in Part and Denying in Part APCO Construction's Omnibus Motion *in Limine*	JA007060-JA007088	97
	Exhibit 12 – Notice of Entry of Order Granting in Part and Denying in Part Helix Electric of Nevada, LLC's Motion in Limine (against APCO Construction)	JA007070-JA007078	97
	Exhibit 13 – Notice of Entry of Order Denying APCO Constructions' Motion for Partial Summary Judgment Re: Lien Foreclosure Claims	JA007079-JA007084	97
	Exhibit 14 – Notice of Entry of Order Denying APCO Construction's Motion for Reconsideration of Order Granting Partial Summary	JA007085-JA007087	97

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	Judgment Precluding Defenses Based on Pay-if-Paid Agreements		
	Exhibit 15 – Notice of Association of Counsel	JA007088-JA007094	97
06-15-18	**Plaintiff in Intervention National Wood Products, Inc.'s Opposition to APCO Construction's Motion for Attorneys' Fees and Costs**	**JA007095-JA007120**	**97/98**
06-15-18	**Declaration of S. Judy Hirahara in support of National Woods's Opposition to APCO Construction's Motion for Attorneys' Fees and Costs**	**JA007121-JA007189**	**98**
06-18-18	**Plaintiff in Intervention National Wood Products, Inc.'s Joinder to Helix Electric of Nevada, LLC's Opposition to APCO Construction's Motion for Attorneys' Fees and Costs**	**JA007190-JA007192**	**99**
06-21-18	**Helix Electric of Nevada, LLC's Notice of Non-Opposition to its Motion for Attorney's Fees, Interest and Costs**	**JA007193-JA007197**	**99**
06-29-18	**APCO Construction, Inc.'s Reply in Support of its Motion for Attorney's Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.**	**JA007198-JA007220**	**99**
	Exhibit 1 – Invoice Summary by Matter Selection	JA007221-JA007222	99
	Exhibit 2 – Marquis Aurbach Coffing Invoice to APCO dated April 30, 2018	JA007223-JA007224	99

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06-29-18	Helix Electric of Nevada, LLC's Reply Re: Motion to Retax	JA007225-JA007237	100
07-02-18	Notice of Entry of Order Granting Helix Electric of Nevada, LLC's Motion for Attorneys' Fees, Interest and Costs	JA007238-JA007245	100
07-19-18	Plaintiff-in-Intervention National Wood Products, Inc.'s Surreply to APCO Construction's Reply to Plaintiff-in-Intervention National Wood Products, Inc.'s Opposition to Motion for Attorney's Fees and Costs	JA007246-JA007261	100
08-08-18	Court's Decision on Attorneys' Fees and Cost Motions	JA007262-JA007280	100
09-28-18	Notice of Entry of (1) Granting APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs (2) Granting APCO Construction, Inc.'s Memorandum of Costs in Part (3) Granting Helix Electric of Nevada, LLC's Motion to Retax in Part and Denying in Part (4) Granting Plaintiff in Intervention National Wood Products, LLC's Motion to Retax in Part and Denying in Part and (5) Granting National Wood Products, Inc.'s Motion to File a Surreply	JA007281-JA007299	100
01-24-19	Transcript for All Pending Fee Motions on July 19, 2018	JA007300-JA007312	100/101
07-12-19	Order Dismissing Appeal (Case No. 76276)	JA007313-JA007315	101

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08-06-19	**Helix Electric of Nevada LLC's Motion to (I) Re-Open Statistically Closed Case, (II) Dismiss All Unresolved Claims and/or (III) In the Alternative for a Rule 54(B) Certification as to Helix and APCO**	**JA007316-JA007331**	**101**
	Exhibit 1 – Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.'s Against APCO Construction, Inc.	JA007332-JA007335	101
	Exhibit 2 – ORDER: (1) Granting APCO Construction, Inc. Motion for Attorneys Fees and Costs (2) Granting APCO Construction, Inc.'s Memorandum of Costs in Part (3) Granting Helix Electric of Nevada LLC's Motion to Retax in Part and Denying in Part and all related matters (4) Granting Plaintiff in Intervention National Wood Products LLC's Motion to Retax in Part and Denying in Part -and-(5) Granting National Wood Products, Inc.'s Motion to File a Surreply	JA007336-JA007344	101
	Exhibit 3 - Notice of Appeal	JA007345-JA007394	101/102
	Exhibit 4 – Amended Notice of Appeal	JA007395-JA007400	102
	Exhibit 5A – 5F -Notices of Entry of Order as to the Claims of Cactus Rose Construction, Fast Glass, Inc., Heinaman Contract Glazing, Helix Electric of Nevada, LLC, SWPPP Compliance	JA007401-JA007517	102/103

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	Solutions, Inc., E&E Fire Protection		
	Exhibit 6 – Order Dismissing Appeal in Part (Case No. 76276)	JA007518-JA007519	103
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	Exhibit 9 – Notice of Entry of Order to Consolidate this Action with Case Nos. A574391, A574792, A57623. A58389, A584730, A58716, A580889 and A589195	JA 007528-JA007541	103
	Exhibit 10 (Part One)	JA007537-JA007542	103
	Exhibit 10A – Docket 09A587168 (Accuracy Glass & Mirror v. APCO)	JA007543-JA007585	103
	Exhibit 10B -Docket 08A571228 (APCO v. Gemstone)	JA007586-JA008129	103/104/105/106/107/108/109
	Exhibit 10C – Notice of Entry of Order to Consolidate this Action with Cases Nos A57. 4391, A574792, A577623, A583289, A584730, A587168, A580889 and A589195	JA008130-JA008138	109
	Exhibit 10D – Notice of Entry of Joint Order Granting, in Part, Various Lien Claimants' Motions for Partial Summary Judgment Against Gemstone Development West	JA008139-JA008141	109
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	Exhibit 10I – First Amended Complaint re Foreclosure	JA008215-JA008230	109
	Exhibit 10J – APCO Construction's Answer to Accuracy Glass & Mirror Company's First Amended Complaint re Foreclosure	JA008231-JA008265	109/110
	Exhibit 10K –Answer to Accuracy Glass & Mirror Company, Inc.'s Complaint and Camco Pacific Construction, Inc.'s Counterclaim	JA008266-JA008285	110
	Exhibit 10L – Accuracy Glass & Mirror Company, Inc.'s Answer to Camco Pacific Construction Company's Counterclaim	JA008286-JA008290	110
	Exhibit 10M – Helix Electric's Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008291-JA008306	110
	Exhibit 10N – APCO Construction's Answer to Helix Electric's Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008307-JA008322	110
	Exhibit 10O – Answer to Helix Electric's Statement of Facts	JA008323-JA008338	110

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	Exhibit 10P – Notice of Entry of Helix Electric of Nevada, LLC's Motion for Attorney's Fees, Interest and Costs	JA008339 JA008347	110
	Exhibit 10Q – Notice of Entry of Judgment [As to the claims of Helix Electric of Nevada, LLC Against Camco Construction Co., Inc.]	JA008348-JA008367	110
	Exhibit 10R – Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc. Against APCO Construction, Inc.]	JA008368-JA008378	110
	Exhibit 10S – Findings of Fact and Conclusions of Law and Order as to the Claims of Helix Electric and Cabenetec Against APCO	JA008379-JA008450	110/111
	Exhibit 10T -WRG Design, Inc.'s Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA008451-JA008486	111
	Exhibit 10U – APCO Construction's Answer to WRG Design Inc.'s amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008468-JA008483	111
	Exhibit 10V -Answer to WRG Design, Inc.'s Statement of Facts Constituting Lien, Third-Party Complaint and Camco Pacific Construction, Inc's Counterclaim	JA008484-JA008504	111

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	Exhibit 10W – Notice of Entry of Stipulation and Order Dismissal	JA008505-JA008512	111
	Exhibit 10X – WRG Design, Inc.'s Answer to Camco Pacific Construction Company, Inc.'s Counterclaim	JA008513 JA008517	111
	Exhibit 10Y – Heinaman Contract Glazing's Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008518-JA008549	111
	Exhibit 10Z – Answer to Heinaman Contract Glazing's Statement of Facts Constituting Lien and Third-Party Complaint, and Camco Pacific Construction's Counterclaim	JA008531-JA008551	111
	Exhibit 10AA – Notice of Entry of Granting Heinaman Glazing's Motion for Attorneys's Fees, Interest and Costs	JA008552-JA008579	111/112
	Exhibit 10BB -Notice of Entry of Judgment [As to the Claims of Heinaman Contract Glazing Against Camco Construction Co., Inc.]	JA008561-JA008582	112
	Exhibit 10CC – Heinaman Contract Glazing's Answer to Camco Pacific Construction Company's Counterclaim	JA008583 JA008588	112
	Exhibit 10DD - Bruin Painting Corporation's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA008589-JA00861	112
	Exhibit 10EE – Answer to Bruin Painting Corporation's Amended Statement of Facts Constituting Notice of Lien and Third-Party	JA008602-JA008621	112

Date	Description	Bates Number	Volume(s)
	Complaint and Camco Pacific Construction, Inc.'s Counterclaim		
	Exhibit 10FF – Voluntary Dismissal of Fidelity and Deposit Company of Maryland Only from Bruin Painting Corporation's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint Without Prejudice	JA008622-JA008624	112
	Exhibit 10GG – HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008625-JA008642	112
	Exhibit 10HH – APCO Construction's Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008643-JA008657	112
	Exhibit 10II – Amended Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008658-JA008664	112
	Exhibit 10JJ -Defendants Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008665-JA008681	112
	Exhibit 10KK – Stipulation and Order to Dismiss E & E Fire Protection, LLC Only Pursuant to the Terms State Below	JA008682-JA008685	112
	Exhibit 10LL – HD Supply Waterworks, LP's Voluntary Dismissal of Platte River Insurance Company Only Without Prejudice	JA008686-JA008693	112

Date	Description	Bates Number	Volume(s)
	Exhibit 10MM – Scott Financial Corporation's Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008694-JA008717	112/113
	Exhibit 10NN-Notice of Appeal	JA008718 JA008723	113
	Exhibit 10OO – Amended Notice of Appeal	JA008724-JA008729	113
	Exhibit 10PP – Notice of Cross Appeal	JA008730-JA008736	113
	Exhibit 10QQ – Motion to Suspend Briefing Pending Outcome of Order to Show Cause in Supreme Court Case No. 76276	JA008737-JA008746	113
	Exhibit 11 – Order to Consolidate this Action with Case Nos. A574391, A574792, A57623. A58389, A584730, A58716, A580889 and A589195	JA008747-JA008755	113
	Exhibit 12 – Stipulation and Order to Dismiss Third-Party Complaint of Interstate Plumbing & Air Conditioning, LLC Against APCO Construction, Inc. with Prejudice	JA00875-JA008758	113
	Exhibit 13 – Stipulation and Order with Prejudice	JA008759-JA008780	113
	Exhibit 14 – Docket/United Subcontractors, Inc. dba Skyline Insulation's Motion to Enforce Settlement Agreement and Enter Judgment	JA008762-JA008788	113
	Exhibit 15 – Notice of Entry of Order Granting Motion for 54(b) Certification and for Stay Pending Appeal	JA008789-JA008798	113

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	Exhibit 16 – Notice of Appeal	JA008799-JA008810	113
08-16-19	**APCO's Opposition to Helix Electric of Nevada LLC's Motion to (I) Re-Open Statistically Closed Case, (II) Dismiss All Unresolved Claims and/or (III) In the Alternative for a Rule 54(B) Certification as to Helix and APCO**	**JA008811-JA008821**	**114**
	Exhibit 1 – Order to File Amended Docketing Statement	JA008822-JA008824	114
	Exhibit 2 – Order to Show Cause	JA008825-JA008828	114
	Exhibit 3 – Appellant/Cross-Respondent's Response to Order to Show Cause	JA008829-JA008892	114/115/116
	Exhibit 4 – Order Dismissing Appeal	JA008893-JA008896	116
	Exhibit 5 – Chart of Claims	JA008897-JA008924	116
	Exhibit 6 – Answer to Helix Electric's Statement of Facts Constituting Lien and Third-Party Complaint and Camco Pacific Construction Company, Inc.'s Counterclaim	JA008925-JA008947	116/117
	Exhibit 7 – Answer to Cactus Rose's Statement of Facts Constituting Notice of Lien and Complaint and Camco Pacific Construction Company Inc.'s Counterclaim	JA008948-JA008965	117
	Exhibit 8 – Answer to Heinaman Contract Glazing's Statement of Facts Constituting Lien and Third-Party Complaint and Camco	JA008966-JA008986	117/118

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	Pacific Construction's Counterclaim		
	Exhibit 9 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric of Nevada, LLC Against Camco Pacific Construction, Inc.	JA008987-JA008998	118
	Exhibit 10 – Findings of Fact and Conclusions of Law as to the Claims of Cactus Rose Construction Co., Inc.	JA008998-JA009010	118
	Exhibit 11 – Findings of Fact and Conclusions of Law as to the Claims of Heinaman Contract Glazing	JA009011-JA009024	118
	Exhibit 12 – Notice of Entry of Decision, Order and Judgment on Defendant Scott Financial Corporation's Motion for Summary Judgment as to Priority of Liens	JA009025-JA009038	118
	Exhibit 13 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA009039-JA009110	118/119
	Exhibit 14 – Order Granting Motion to Deposit Bond Penal Sum with Court, Exoneration of Bond and Dismissal	JA009111-JA009113	119
	Exhibit 15 – Order Approving Distribution of Fidelity and Deposit Company of Maryland's Bond	JA009114-JA009116	119
08-29-19	**Helix Electric of Nevada LLC's Reply to APCO's Opposition to Helix Electric of Nevada LLC's Motion to (I) Re-Open Statistically Closed Case, (II)**	**JA009117-JA009123**	**119**

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01-03-20	**Notice of Entry of Order Granting Helix Electric of Nevada, LLC's Motion for Rule 54(b) Certification**	**JA009124-JA009131**	**119**
01-29-20	**Notice of Appeal**	**JA009132-JA009136**	**119/120**
	Exhibit A – Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.'s Against APCO Construction, Inc.]	JA009137-JA009166	120
	Exhibit [C] – Notice of Entry of Order Granting Helix Electric of Nevada's Rule 54(b) Certification	JA009148-JA009156	120
02-11-20	**Case Appeal Statement**	**JA009157-JA009163**	120
02-11-20	**APCO's Notice of Cross Appeal**	**JA009164-JA010310**	120
	Exhibit 1 – Notice of Entry of Order (1) Granting APCO Construction, Inc.'s Motion for Attorney's Fees and Costs; (2) Granting APCO Construction, Inc.'s Memorandum of Costs in Part (3) Granting Helix Electric of Nevada, LLC's Motion to Retax in Party (4) Granting Plaintiff-in-Intervention National Wood Productions, LLC's Motion to Retax in Part and Denying in Part and (5) Granting National Wood Products, Inc.'s Motion to File a Surreply	JA009168-JA009182	120

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	Exhibit 2 – Notice of Entry of Order Granting Helix Electric of Nevada's Motion for Rule 54(b) Certification	JA009183-JA00991	120

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08-05-09	**APCO's Answer to Helix's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint**	**JA000016 – JA000030**	**1**
05-08-18	**APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc**.	**JA006265-JA006284**	**85**
	Exhibit 1 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA006285-JA006356	85/86
	Exhibit 2 – National Wood Products, Inc.'s Notice of Motion and Motion to Intervene and Memorandum of Points and Authorities in Support Thereof	JA006357-JA006369	86
	Exhibit 3 – Plaintiff in Intervention, National Wood Products, Inc.'s Findings of Fact and Conclusions of Law (Proposed)	JA006370-JA006385	86/87
	Exhibit 4 – Plaintiff in Intervention, National Wood Productions, Inc.'s Findings of Fact and Conclusions of Law Re Camco	JA006386-JA006398	87
	Exhibit 5 – Offer of Judgment to Helix Electric of Nevada, LLC	JA006399-JA006402	87
	Exhibit 6 – Offer of Judgment to Plaintiff in Intervention National Wood Products, Inc.	JA006403-JA006406	87
	Exhibit 7 – Declaration of John Randall Jefferies, Esq. in Support of APCO Construction, Inc.'s Motion for Attorney's Fees and Costs	JA006407-JA006411	87
	Exhibit 7A – Billing Entries	JA006412-	87/88

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		JA006442	
	Exhibit 7B – Time Recap	JA006443-JA006474	88
	Exhibit 8 – Declaration of Cody S. Mounteer, Esq. in Support of Motion for Attorney's Fees and Costs	JA006475-JA006478	88
	Exhibit 9 – APCO Construction, Inc.'s Memorandum of Costs and Disbursements [Against Helix Electric of Nevada, LLC, and Plaintiff in Intervention National Wood Products, LLC]	JA006479-JA006487	88
	Exhibit 10 – Depository Index	JA006488-JA006508	88/89
06-06-13	**APCO's Limited Motion to Lift Stay for Purposes of this Motion Only; (2) APCO's Motion for Summary Judgment Against Gemstone Only; and (3) Request for Order Shortening Time**	**JA000044-JA000054**	**1**
	Exhibit 1 – Affidavit of Randy Nickerl in Support of (I) APCO's Limited Motion to Lift Sta for Purposes of this Motion Only; (2) APCO's Motion for Judgment Against Gemstone Only	JA000055-JA000316	1/2/4/5/6
	Exhibit 2 – Findings of Fact and Conclusions of Law and Judgment in Favor of APCO Construction Against Gemstone Development West, Inc. Only	JA000317-JA000326	6
02-11-20	**APCO's Notice of Cross Appeal**	**JA009164-JA010310**	120
	Exhibit 1 – Notice of Entry of Order (1) Granting APCO Construction, Inc.'s Motion for Attorney's Fees and Costs; (2) Granting APCO Construction, Inc.'s Memorandum of Costs in Part (3) Granting Helix Electric of Nevada, LLC's	JA009168-JA009182	114

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	Motion to Retax in Party (4) Granting Plaintiff-in-Intervention National Wood Productions, LLC's Motion to Retax in Part and Denying in Part and (5) Granting National Wood Products, Inc.'s Motion to File a Surreply		
	Exhibit 2 – Notice of Entry of Order Granting Helix Electric of Nevada's Motion for Rule 54(b) Certification	JA009183-JA00991	120
11-06-17	**APCO Construction, Inc.'s Omnibus Motion *in Limine***	**JA000590 JA000614**	**9**
	Exhibit 1 – Second Amended Notice of taking NRCP Rule 30(b)(6) Deposition of Person Most Knowledgeable for Zitting Brothers Construction, Inc.	JA000615-JA000624	9
	Exhibit 2 – Zitting Brothers Construction, Inc.'s Motion for Partial Summary Judgment Against APCO Construction	JA000625-JA000646	9
	Exhibit 3 – Excerpts from Samuel Zitting's Deposition Transcript taken October 27, 2017	JA000647-JA000678	9/10
	Exhibit 4 – Statement of Facts Constituting Lien on Behalf of Buchele, Inc.	JA000679-JA000730	10
	Exhibit 5 – Subcontract Agreement dated April 17, 2007	JA000731-JA000808	10/11
	Exhibit 6 – Subcontract Agreement dated April 17, 2007	JA000809-JA000826	11/12
	Exhibit 7 – Email from Mary Bacon dated October 16, 2017	JA000827-JA000831	12
	Exhibit 8 – Email from Mary Bacon dated October 17, 2017	JA000832-JA000837	12
	Exhibit 9 – Email from Eric Zimbelman dated October 17, 2017	JA000838-JA000844	12
	Exhibit 10 – Special Master Report, Recommendation and District Court Order	JA00845-JA000848	12

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	Exhibit 11 – Plaintiff in Intervention, National Wood Products, Inc.'s Initial Disclosures Pursuant to NRCP 16.1	JA000849-JA000856	12
	Exhibit 12 – Plaintiff in Intervention, National Wood Products, Inc.'s First Supplemental Disclosures Pursuant to NRCP 16.1	JA000857-JA000864	12
	Exhibit 13 – Amended Notice of Taking NRCP Rule 30(b)(6) Deposition of Person Most Knowledgeable for Helix Electric of Nevada, LLC	JA000865-JA000873	12
	Exhibit 14 – Excerpts from Helix Electric of Nevada, LLC's 30(b)(6) Witness Deposition Transcript taken July 20, 2017	JA000874-JA000897	12
03-23-18	**APCO Opposition to Helix Electric of Nevada, LLC's Findings of Fact and Conclusions of Law**	**JA006125-JA006172**	**83/84**
08-16-19	**APCO's Opposition to Helix Electric of Nevada LLC's Motion to (I) Re-Open Statistically Closed Case, (II) Dismiss All Unresolved Claims and/or (III) In the Alternative for a Rule 54(B) Certification as to Helix and APCO**	**JA008811-JA008821**	**114**
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01-19-18	**Order Denying APCO Construction's Motion for Reconsideration of Order Granting Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements**	**JA005282-JA005283**	**78**
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07-02-10	**Order Striking Defendant Gemstone Development West, Inc.'s Answer and Counterclaim and Entering Default**	**JA000042-JA000043**	**1**
08-02-17	**Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements and *Ex Parte* Application for Order Shortening Time**	**JA000328-JA000342**	**6**
	Exhibit 1 – APCO Construction's Answers to Helix Electric of Nevada, LLC's First Request for Interrogatories	JA000343-JA00379	6
	Exhibit 2 – Camco Pacific Construction Company, Inc.'s Responses to Helix Electric of Nevada, LLC's Interrogatories	JA000380-JA000392	6
11-06-17	**Peel Brimley Lien Claimants' Motion in Limine Nos. 1-6**	**JA000419-JA000428**	**7**
	Exhibit 1 – Notice of Entry of Order	JA000429	7

Date	Description	Bates Number	Volume(s)
		JA000435	
	Exhibit 2 – Amended Notices of 30(b)(6) Deposition of Camco Pacific Construction Company, Inc. from Cactus Rose Construction, Inc., Fast Glass, Inc.'s, Heinaman Contract Glazing, Inc. and Helix Electric of Nevada, LLC's	JA000436-JA000472	7/8
	Exhibit 3 – Excerpt from David E. Parry's Deposition Transcript taken June 20, 2017	JA000473 JA00489	8
	Exhibit 4 – Cactus Rose Construction, Inc.'s First Set of Request for Admissions to Camco Pacific Construction	JA00490 JA000500	8
	Exhibit 5 – Fast Glass, Inc.'s First Set of Request for Admissions to Camco Pacific Construction	JA000501-JA000511	8
	Exhibit 6 – Heinaman Contract Glazing, Inc.'s First Set of Request for Admissions to Camco Pacific Construction	JA000512-JA000522	8
	Exhibit 7 – Helix Electric of Nevada, LLC's First Set of Request for Admissions to Camco Pacific Construction	JA000523-JA000533	8
09-28-17	**Peel Brimley Lien Claimants' Reply to Oppositions to Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements**	**JA000413-JA00418**	**7**
01-09-18	**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**	**JA001552-JA001560**	**27**
06-18-18	**Plaintiff in Intervention National Wood Products, Inc.'s Joinder to Helix Electric of Nevada, LLC's Opposition**	**JA007190-JA007192**	**99**

Date	Description	Bates Number	Volume(s)
	to APCO Construction's Motion for Attorneys' Fees and Costs		
06-15-18	**Plaintiff in Intervention National Wood Products, Inc.'s Opposition to APCO Construction's Motion for Attorneys' Fees and Costs**	**JA007095-JA007120**	**97/98**
07-19-18	**Plaintiff-in-Intervention National Wood Products, Inc.'s Surreply to APCO Construction's Reply to Plaintiff-in-Intervention National Wood Products, Inc.'s Opposition to Motion for Attorney's Fees and Costs**	**JA007246-JA007261**	**100**
01-10-18	**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**	**JA001561-JA001573**	**27**
01-18-18	**Stipulation and Order Regarding Trial Exhibit Admitted into Evidence**	**JA002199-JA002201**	**36**
	Exhibit 1 – Exhibit List APCO	JA002208-JA002221	36
	Exhibit 2 – Helix Trial Exhibits	JA002222-JA002223	36
	Exhibit 3 – Exhibit List Plaintiff in Intervention National Wood Products, Inc.	JA002224-JA002242	36/37
	APCO TRIAL EXHIBITS:		
	APCO Related Exhibits:		
	Trial Exhibit 7 - Letter from Scott Financial to APCO re: Loan Status	JA002243	37
	Trial Exhibit 8 - APCO Pay Application No. 10 as submitted to Owner	JA002244-JA002282	37/38
	Trial Exhibit 12 and 107 - Email from C. Colligan to Subcontractors re: Subcontractor Concerns	JA002283-JA002284	38

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 17 – Video (Construction Project)	JA002285	N/A
	Trial Exhibit 18 – Video (Construction Project)	JA002286	N/A
	Trial Exhibit 19 – Video (Construction Project)	JA002287	N/A
	Trial Exhibit 20 – Video (Construction Project)	JA002288	N/A
	Trial Exhibit 21 – Video (Construction Project)	JA002289	N/A
	Trial Exhibit 22 – Video (Construction Project)	JA002290	N/A
	Trial Exhibit 29 - Email from J. Robbins to Subcontractors re: Billing Cut-Off for August Billing	JA002285	39
	Trial Exhibit 30 - Camco Pay Application No. 11 NCS-Owner Approved with NCS Draw Request	JA002286-JA002306	39
	Trial Exhibit 32 and 125 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixture installed)	JA002307-JA002308	39
	Trial Exhibits 33 and 126 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed)	JA002309-JA002310	39
	Exhibit 34 and 128 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed)	JA002311-JA002312-	40
	Trial Exhibit 35 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002313-JA002314	40
	Exhibit 36 and 130 -Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002315-JA002316	40

Date	Description	Bates Number	Volume(s)
	Trial Exhibits 37 and 131 -Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002317-JA002318	40
	Trial Exhibits 38 and 132 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002319-JA002320	41
	Trial Exhibit 39 -Email from K. Costen to Subcontractors informing that Manhattan West Project no longer open	JA002321-JA002322	41
	Trial Exhibit 40- Letter from D. Parry to Subcontractors Re: Funding Withdrawn	JA002323 JA002326	41
	HELIX Related Exhibits:		41
	Trial Exhibit 46 - Helix Pay Application No. 16713-008R1 with Proof of Payment	JA002327-JA002345	41
	Trial Exhibit 47 - Helix Pay Application No. 16713-009R1 with Proof of Payment	JA002346-JA002356	41
	Trial Exhibit 48 - Email from R. Nickerl to B. Johnson Re: Work Suspension Directive	JA002357-JA002358	41
	Trial Exhibit 49 -Helix Pay Application No. 16713-010R2 with Proof of Payment	JA002359-JA002364	41/42
	Trial Exhibit 50 - Unconditional Waiver and Release re: Pay Application No. 8 with Copy of Payment	JA002365-JA002366	42
	Trial Exhibit 51 - Photo re: Building 8 & 9, South (No Exterior fixtures installed. Helix billed out at 90%)	JA002367-JA002368	42
	Trial Exhibit 52 -Photo re: Building 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002369-JA002370	42
	Trial Exhibit 53 -Photo re: Building - 2 & 3, West (No Exterior fixtures installed. Helix billed out at 90%)	JA002371-JA002372	42

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 54 - Photo re: Building - 2 & 3, East (No Exterior fixtures installed. Helix billed out at 90%)	JA002373-JA002374	42
	Trial Exhibit 55 - Photo re: Building 2 & 3, East (No Exterior fixtures installed. Helix billed out at 90%)	JA002375-JA002376	42
	Trial Exhibit 56 - Photo re: Building 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002377-JA002378	42
	Trial Exhibit 57 - Photo re: Building 2 & 3, and 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002379-JA002381	42
	Trial Exhibit 58 - Helix Pay Application No. 16713-011R1 submitted to Owner	JA002382-JA002391	42
	Trial Exhibit 59 - Helix Pay Application No. 16713-011R1 given to Camco with Proof of Payment	JA002392-JA002405	43
	Trial Exhibit 60 - Helix Retention Rolled to Camco	JA002406-JA002415	43
	Trial Exhibit 61 - Unconditional Waiver and Release re: all Invoices through June 30, 2008 with Proof of Payment	JA002413-JA002415	43
	Trial Exhibit 62 - Photo re: Building 8 & 9, South	JA002416-JA002417	43
	Trial Exhibit 63 - Photo re: Building 2 & 3, West	JA002418-JA002419	43
	Trial Exhibit 64 - Photo re: Building 2 & 3, West	JA002420-JA002421	43
	Trial Exhibit 65 - Photo re: Building 2 & 3, South	JA002422-JA002423	43
	Trial Exhibit 66 - Letter of transmittal from Helix to APCO re: Helix Pay Application No. 16713-011R1	JA002424-JA002433	43
	Trial Exhibit 67 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002435-JA002436	43

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 68 -Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002437-JA002438	43
	Trial Exhibit 69 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002439-JA002440	43
	Trial Exhibit 70 - Photo re: Building 8 & 9, South (No exterior fixtures installed. Helix billed out 90%)	JA002441-JA002442	43
	Trial Exhibit 71 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002443-JA002444	43
	Trial Exhibit 72 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002445-JA002446	43
	Trial Exhibit 73 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002447-JA002448	43
	Trial Exhibit 74 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002448-JA002449	43
	Trial Exhibit 75 - Unconditional Release re: Pay Application No. 16713-011R1 with Proof of Payment	JA002450-JA002456	43
	Exhibit 77 - Helix Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA002457-JA002494	43
	Zitting Brothers Related Exhibits:		
	Trial Exhibit 100 - Check No. 14392 payable to Zitting ($27,973.80); Progress Payment No. 7	JA002495-JA002497	44
	Trial Exhibit 101 - Email from R. Nickerl to R. Zitting re: Change Orders	JA002498-JA002500	44
	Trial Exhibit 102 -Email from L. Lynn to J. Griffith, et al. re: Change Order No. 00011 “pending”	JA002501-JA002503	44

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 103- Email from R. Zitting to R. Nickerl re: change orders adjusted to $30 per hour	JA002504-JA002505	44
	Trial Exhibit 104 - Email from R. Zitting to R. Nickerl re: change orders adjusted to $30 per hour with copies of change orders	JA002506-JA002526	44
	Trial Exhibit 105 - Ex. C to the Ratification – Zitting Quotes	JA002527-JA002528	44
	Trial Exhibit 106 - Unconditional Lien Release – Zitting ($27,973.80)	JA002529	44
	Trial Exhibit 108 - Photo of Video (Construction Project)	JA002530-JA002531	44
	Trial Exhibit 109 - Photo of Video (Construction Project)	JA002532-JA002533	44
	Trial Exhibit 110 - Photo of Video (Construction Project)	JA002534-JA002535	44
	Trial Exhibit 111 - Photo of Video (Construction Project)	JA002536-JA002537	44
	Trial Exhibit 112 - Photo of Video (Construction Project)	JA002538-JA002539	44
	Trial Exhibit 113 -Photo of Video (Construction Project)	JA002550-JA002541	44
	Trial Exhibit 114 -Photo of Video (Construction Project)	JA002542-JA002543	44
	Trial Exhibit 115 - Progress Payment No. 9 Remitted to Zitting	JA002544-JA002545	44
	Trial Exhibit 116 - Ratification and Amendment of Subcontract Agreement between Buchele and Camco	JA002546-JA002550	44
	Trial Exhibit 117 - C to the Ratification	JA002551-JA002563	44
	Trial Exhibit 118 - Q&A from Gemstone to subcontracts	JA002564-JA002567	44
	Trial Exhibit 119 - Check No. 528388 payable to APCO ($33,847.55) – Progress Payment No. 8.1 and 8.2	JA002568-JA002571	44

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 120 - Tri-City Drywall Pay Application No. 7 to APCO as submitted to Owner. Show percentage complete for Zitting	JA002572-JA002575	44/45
	Trial Exhibit 127 - Photo of Video (Construction Project)	JA002576-JA002577	45/46
	Trial Exhibit 128 - Photo of Video (Construction Project)	JA002578-JA002579	46
	Trial Exhibit 129 - Photo of Video (Construction Project)	JA002580-JA002581	46
	Trial Exhibit 138 - Memo from Scott Financial to Nevada State Contractors Board Re: Explanation of Project Payment Process	JA002582-JA002591	46
	Trial Exhibit 152 -Terms & Conditions modified by APCO, Invoices and Check Payment	JA002592-JA002598	46
	National Wood Products Related Exhibits:		
	Trial Exhibit 160 - Documents provided for settlement	JA002599-JA002612	46
	CAMCO Related Exhibits:		
	Trial Exhibit 163 - Camco Pay Application No. 12 to Gemstone	JA002613-JA002651	46/47
	Trial Exhibit 165 - Letter from D. Parry to A. Edelstein re: Gemstone losing funding for project	JA002652-JA002653	47
	Trial Exhibit 166 - Letter from D. Parry to G. Hall re: withdrawal of funding	JA002654 JA002656	47
	Helix Related Exhibits:		47
	Trial Exhibit 169 - Helix Exhibit to Standard Subcontract Agreement with Camco	JA 002665 JA002676	47/48
	Trial Exhibit 170 - Subcontract Agreement between Helix and Camco (unsigned)	JA002677-JA002713	48

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 171 - Work Order No. 100	JA002714-JA002718	48
	Trial Exhibit 172 - Letter from J. Griffith to Victor Fuchs Re: Gemstone's intention to continue retention of Helix w/copy of Ratification and Amendment of Subcontract Agreement	JA002719-JA002730	48
	Trial Exhibit 173 - Helix Pay Application No. 16713-012 to Camco with proof of payment	JA002731-JA002745	48
	Trial Exhibit 174 - Helix Change Order Request No. 28	JA002746-JA002747	48
	Trial Exhibit 175 - Change Notice No. 41	JA002748-JA002751	48
	Trial Exhibit 176 - Helix Pay Application No. 16713-013 to Camco	JA002752-JA002771	48/49
	Trial Exhibit 177 - Helix Pay Application No. 16713-014 to Camco	JA002772-JA002782	49
	Trial Exhibit 178 - Camco's letter to Helix rejecting Pay Application No. 16713-015 with attached copy of Pay Application	JA002783 JA002797	49
	National Wood/Cabinetec Related Exhibits:		
	Trial Exhibit 184 - Ratification and Amendment of Subcontract Agreement between CabineTec and Camco (fully executed copy)	JA002798-JA002825	49
	General Related Exhibits:		
	Trial Exhibit 218 - Camco/Owner Pay Application No. 11 w/Backup	JA002826-JA003028	50/51/52
	Trial Exhibit 220 - Camco/Owner Pay Application No. 12 w/Backup	JA003029-JA003333	52/53/54/55
	Trial Exhibit 313 - Letter from A. Edelstein to R. Nickerl re: NRS 624 Notice	JA003334-JA003338	55
	Helix Trial Exhibits:		

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 501 - Payment Summary	JA003339 – JA003732	55/56/57/ 58/59/60
	Trial Exhibit 508 – Helix Pay Application	JA003733- JA003813	60/61
	Trial Exhibit 510 - Unsigned Subcontract	JA003814- JA003927	61/62
	Trial Exhibit 512 - Helix's Lien Notice	JA003928- JA004034	62/63
	Trial Exhibit 522 - Camco Billing	JA004035- JA005281	63/64/65/66/67/ 68/69/70 /71/72 /73/74/75/ 76/77
01-17-18	**Transcript Bench Trial (Day 1)**[5]	**JA001668- JA001802**	**29/30**
	Trial Exhibit 1 - Grading Agreement ***(Admitted)***	JA001803- JA001825	30
	Trial Exhibit 2 – APCO/Gemstone General Construction Agreement ***(Admitted)***	JA001826- JA001868	30
	Trial Exhibit 3 - Nevada Construction Services /Gemstone Cost Plus/GMP Contract Disbursement Agreement ***(Admitted)***	JA001869- JA001884	30
	Trial Exhibit 4 - APCO Pay Application No. 9 Submitted to Gemstone ***(Admitted)***	JA001885- JA001974	30/31/32
	Trial Exhibit 5 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work ***(Admitted)***	JA001975- JA001978	32
	Trial Exhibit 6 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work ***(Admitted)***	JA001979- JA001980	32
	Trial Exhibit 10 - Letter from J. Barker to A. Edelstein Re: Notice of Intent to Stop Work (Second Notice) ***(Admitted)***	JA001981- JA001987	32

[5] Filed January 31, 2018

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 13 - Letter from A. Edelstein to Re. Nickerl Re: Termination for Cause (Gemstone) ***(Admitted)***	JA001988-JA002001	32
	Trial Exhibit 14 - Letter from W. Gochnour to Sean Thueson Re: [APCO's] Response to [Gemstone's] Termination for Cause ***(Admitted)***	JA002002-JA002010	33
	Trial Exhibit 15 - Letter from R. Nickerl to A. Edelstein Re: 48-Hour Notices ***(Admitted)***	JA002011-JA002013	33
	Trial Exhibit 16 - Email from J. Horning to A. Berman and J. Olivares re: Joint Checks ***(Admitted)***	JA002014	33
	Trial Exhibit 23 - APCO Subcontractor Notice of Stopping Work and Letter from J. Barker to A. Edelstein Re: Notice of Stopping Work and Notice of Intent to Terminate Contract ***(Admitted)***	JA002015-JA002016	33
	Trial Exhibit 24 - Letter from R. Nickerl to Clark County re: Notification of APCO's withdrawal as General Contractor of Record ***(Admitted)***	JA002017-JA002023	33
	Trial Exhibit 26 - Email from J. Gisondo to Subcontractors re: June checks ***(Admitted)***	JA002024	34
	Trial Exhibit 27 - Letter from A. Edelstein to R. Nickerl re: June Progress Payment ***(Admitted)***	JA002025-JA002080	34
	Trial Exhibit 28 - Letter from J. Barker to A. Edelstein Re: Termination of Agreement for GMP ***(Admitted)***	JA002081	34
	Trial Exhibit 31 - Transmission of APCO's Pay Application No. 11 as Submitted to Owner ***(Admitted)***	JA002082-JA002120	34/35
	Trial Exhibit 45 - Subcontractor Agreement ***(Admitted)***	JA002121-JA002146	35

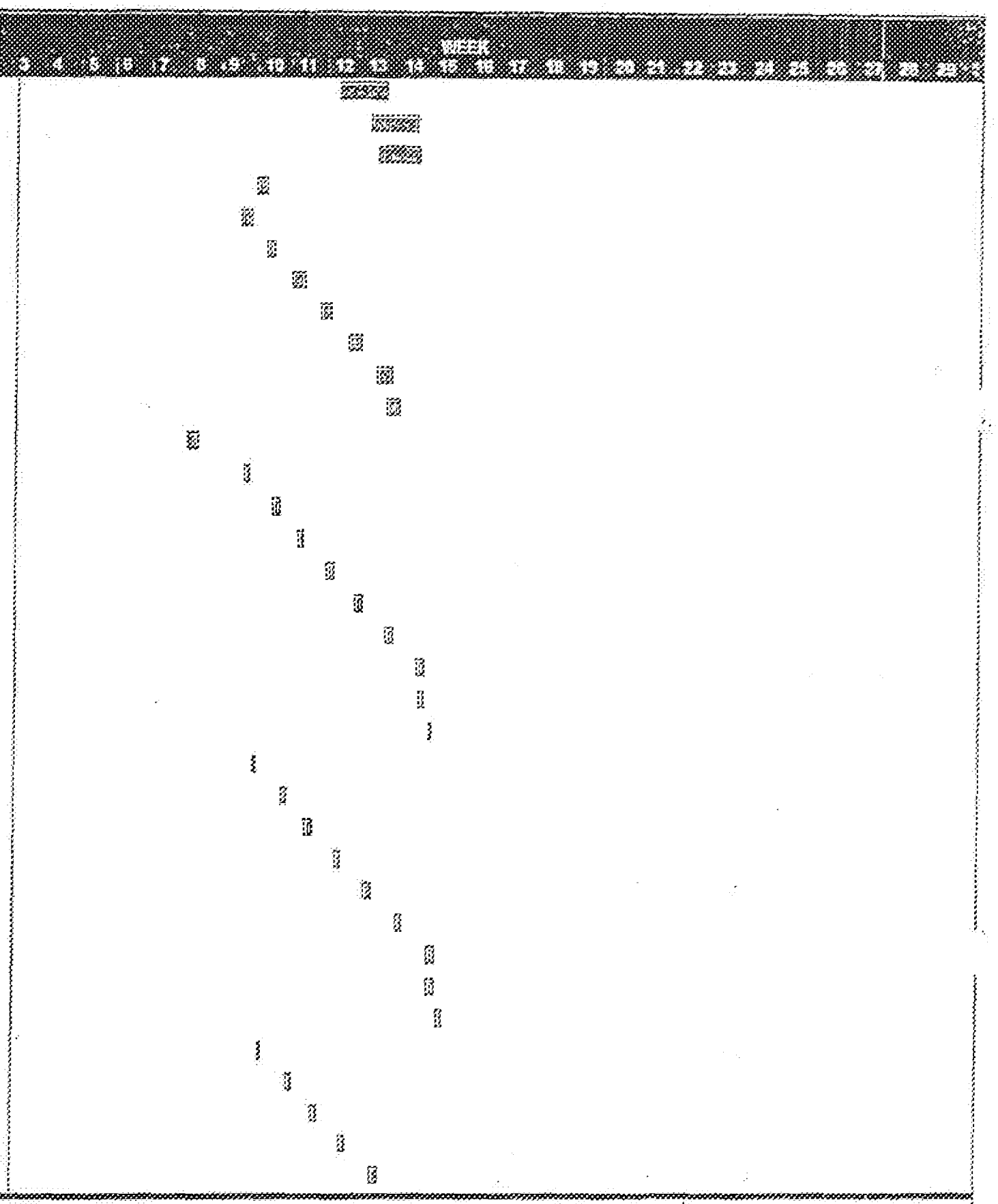
Date	**Description**	**Bates Number**	**Volume(s)**
	Trial Exhibit 162 - Amended and Restated General Construction Agreement between Gemstone and CAMCO ***(Admitted)***	JA002147-JA002176	35/36
	Trial Exhibit 212 - Letter from Edelstein to R. Nickerl re: NRS 624 Notice ***(Admitted)***	JA002177-JA002181	36
	Trial Exhibit 215 - Email from C. Colligan to Subcontractors re: 48-hour Termination Notice ***(Admitted)***	JA002182-JA002185	36
	Trial Exhibit 216 - Email from C. Colligan re: Meeting with Subcontractors ***(Admitted)***	JA002186-JA002188	36
	Trial Exhibit 506 – Email and Contract Revisions ***(Admitted)***	JA002189 – JA002198	36
01-18-18	**Transcript – Bench Trial (Day 2)**[6]	JA005284-JA005370	78
	Trial Exhibit 535 – Deposition Transcript of Andrew Rivera (Exhibit 99) ***(Admitted)***	JA005371-JA005623	78/79/80
01-19-18	**Transcript – Bench Trial (Day 3)**[7]	JA005624-JA005785	80
	Trial Exhibit 231 – Helix Electric's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint ***(Admitted)***	JA005786-JA005801	80
	Trial Exhibit 314 - Declaration of Victor Fuchs in support of Helix's Motion for Partial Summary Judgment against Gemstone ***(Admitted)***	JA005802-JA005804	80
	Trial Exhibit 320 – June-August Billings—not paid to APCO ***(Admitted)***	JA005805	80
	Trial Exhibit 321 – Overpayments to Cabinetec ***(Admitted)***	JA005806-	80

[6] Filed January 31, 201879
[7] Filed January 31, 2018

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 536 – Lien math calculations (handwritten) ***(Admitted)***	JA005807-JA005808	80
	Trial Exhibit 804 – Camco Correspondence ***(Admitted)***	JA005809-JA005816	80
	Trial Exhibit 3176 – APCO Notice of Lien ***(Admitted)***	JA005817-JA005819	81
01-24-18	**Transcript – Bench Trial (Day 5)[8]**	**JA005820-JA005952**	81
01-24-19	**Transcript for All Pending Fee Motions on July 19, 2018**	**JA007300-JA007312**	**100/101**

[8] Filed January 31, 2018

Activity ID	Description	Remaining Duration	Early Start	Early Finish	Resource Lag
0521	GWB Paint 7th floor	30	06/12/08	07/23/08	0
0522	GWB Paint 8th floor	32	07/08/08	08/20/08	0
0523	GWB Paint 9th floor	28	07/15/08	08/21/08	0
0524	Install doors 2nd floor	9	03/31/08	04/10/08	0
0525	Install doors 3rd floor	9	03/17/08	03/27/08	0
0526	Install doors 4th floor	9	04/08/08	04/18/08	0
0527	Install doors 5th floor	9	05/01/08	05/13/08	0
0528	Install doors 6th floor	10	05/26/08	06/06/08	0
0529	Install doors 7th floor	10	06/20/08	07/03/08	0
0530	Install doors 8th floor	10	07/16/08	07/29/08	0
0531	Install doors 9th floor	10	07/23/08	08/05/08	0
0532	Install doors 1st floor	9	01/31/08	02/12/08	0
0533	Install cabinets 2nd floor	6	03/31/08	03/28/08	0
0534	Install cabinets 3rd floor	6	04/16/08	04/23/08	0
0535	Install cabinets 4th floor	6	05/08/08	05/15/08	0
0536	Install cabinets 5th floor	6	06/02/08	06/09/08	0
0537	Install cabinets 6th floor	6	06/27/08	07/04/08	0
0538	Install cabinets 7th floor	7	07/24/08	08/01/08	0
0539	Install cabinets 8th floor	7	08/21/08	08/29/08	0
0540	Install cabinets 9th floor	6	08/22/08	08/29/08	0
0541	Install cabinets 1st floor	5	09/01/08	09/05/08	0
0542	Install Ceramic tile 2nd	5	03/31/08	04/04/08	0
0543	Install ceramic tile 3rd	5	04/24/08	04/30/08	0
0544	Install ceramic tile 4th	5	05/15/08	05/22/08	0
0545	Install ceramic tile 5th	5	06/10/08	06/16/08	0
0546	Install ceramic tile 6th	6	07/07/08	07/14/08	0
0547	Install ceramic tile 7th	6	08/04/08	08/11/08	0
0548	Install ceramic tile 8th	6	09/01/08	09/08/08	0
0549	Install ceramic tile 9th	7	09/01/08	09/09/08	0
0550	Install ceramic tile 1st	5	09/10/08	09/16/08	0
0551	Install carpet 2nd floor	5	04/07/08	04/11/08	0
0552	Install carpet 3rd floor	5	05/01/08	05/07/08	0
0553	Install carpet 4th floor	6	05/23/08	05/30/08	0
0554	Install carpet 5th floor	6	06/17/08	06/24/08	0
0555	Install carpet 6th floor	7	07/15/08	07/23/08	0



Start date	07/20/07 6:00PM
Finish date	10/17/08 4:59PM
Data date	09/05/07 6:00PM
Run date	09/06/07 7:00PM
Page number	18A
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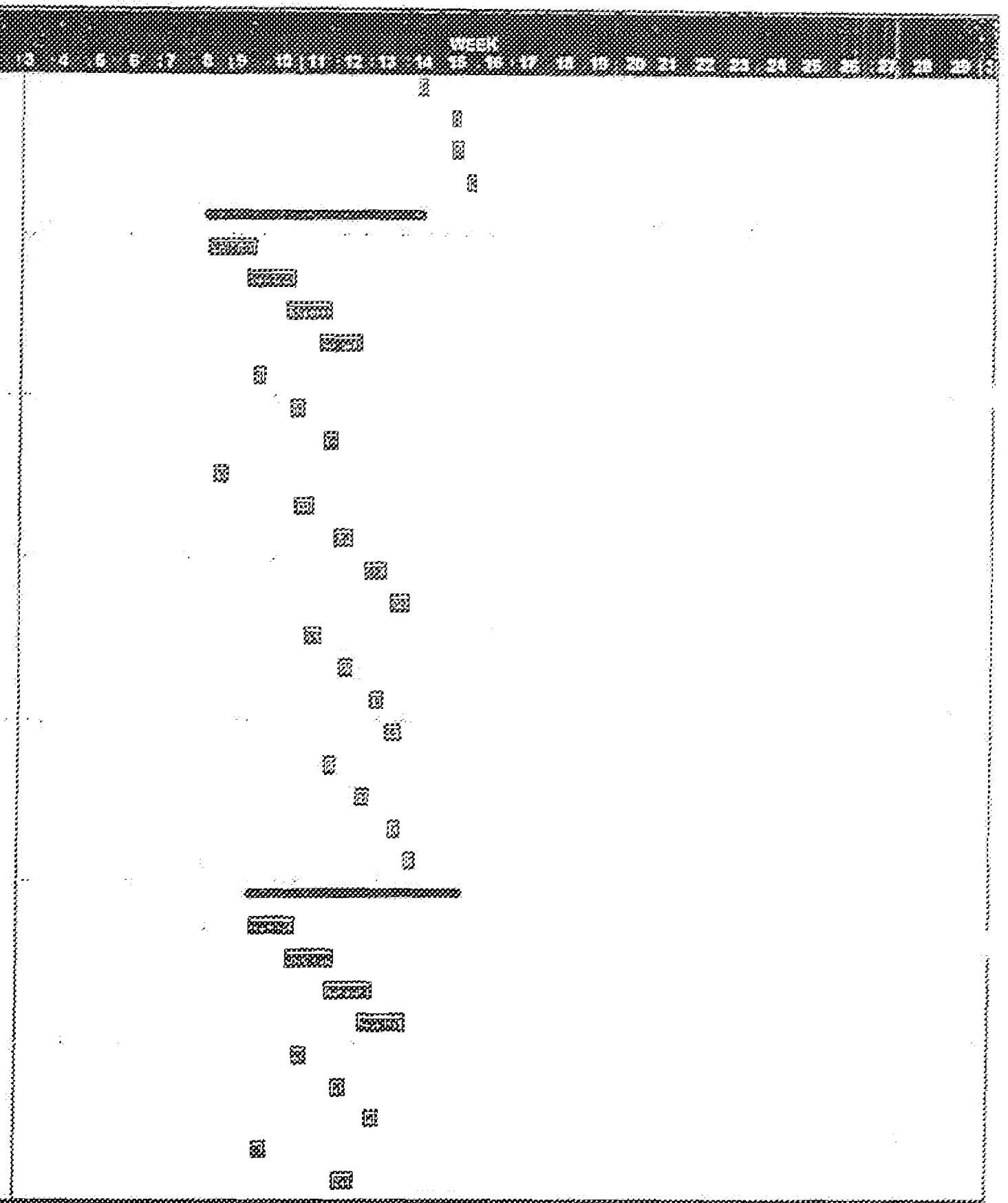
Phase I

MW Contract Schedule

- Early bar
- Progress bar
- Critical bar
- Summary bar
- Progress point
- Critical point
- Summary point
- Start milestone point
- Finish milestone poin

JA000157

Activity ID	Description	Remaining Duration	Early Start	Early Finish	Resource Lag
0556	Install carpet 7th floor	7	08/12/08	08/20/08	0
0557	Install carpet 8th floor	7	09/09/08	09/17/08	0
0558	Install carpet 9th floor	8	09/10/08	09/19/08	0
0559	Install carpet 1st floor	7	09/22/08	09/30/08	0
0560	Bldg 8 Finishes	133 *	02/13/08	08/15/08	0
0561	GWB Paint 1st floor	30	02/13/08	03/25/08	0
0562	GWB Paint 2nd floor	30	03/18/08	04/28/08	0
0563	GWB Paint 3rd floor	30	04/21/08	05/30/08	0
0564	GWB Paint 4th floor	30	05/19/08	06/27/08	0
0565	Install doors 2nd floor	10	03/24/08	04/04/08	0
0566	Install doors 3rd floor	10	04/25/08	05/08/08	0
0567	Install doors 4th floor	10	05/23/08	06/05/08	0
0568	Install doors 1st floor	10	02/19/08	03/03/08	0
0569	Install cabinets 2nd floor	14	04/29/08	05/16/08	0
0570	Install cabinets 3rd floor	15	06/02/08	06/20/08	0
0571	Install cabinets 4th floor	15	06/30/08	07/18/08	0
0572	Install cabinets 1st floor	14	07/21/08	08/07/08	0
0573	Install tile 2nd floor	10	05/09/08	05/22/08	0
0574	Install tile 3rd floor	10	06/06/08	06/19/08	0
0575	Install tile 4th floor	10	07/04/08	07/17/08	0
0576	Install tile 1st floor	10	07/18/08	07/31/08	0
0577	Install carpet 2nd floor	10	05/26/08	06/06/08	0
0578	Install carpet 3rd floor	10	06/23/08	07/04/08	0
0579	Install carpet 4th floor	10	07/21/08	08/01/08	0
0580	Install carpet 1st floor	10	08/04/08	08/15/08	0
0581	Bldg 9 Finishes	130 *	03/24/08	09/19/08	0
0582	GWB Paint 1st floor	30	03/24/08	05/02/08	0
0583	GWB Paint 2nd floor	30	04/25/08	06/05/08	0
0584	GWB Paint 3rd floor	30	05/29/08	07/09/08	0
0585	GWB Paint 4th floor	30	06/27/08	08/07/08	0
0586	Install doors 2nd floor	10	05/01/08	05/14/08	0
0587	Install doors 3rd floor	10	06/04/08	06/17/08	0
0588	Install doors 4th floor	10	07/03/08	07/16/08	0
0589	Install doors 1st floor	10	03/28/08	04/10/08	0
0590	Install cabinets 2nd floor	15	06/06/08	06/26/08	0



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Finish date	10/17/08 4:59PM
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Run date	09/06/07 7:00PM
Page number	17A

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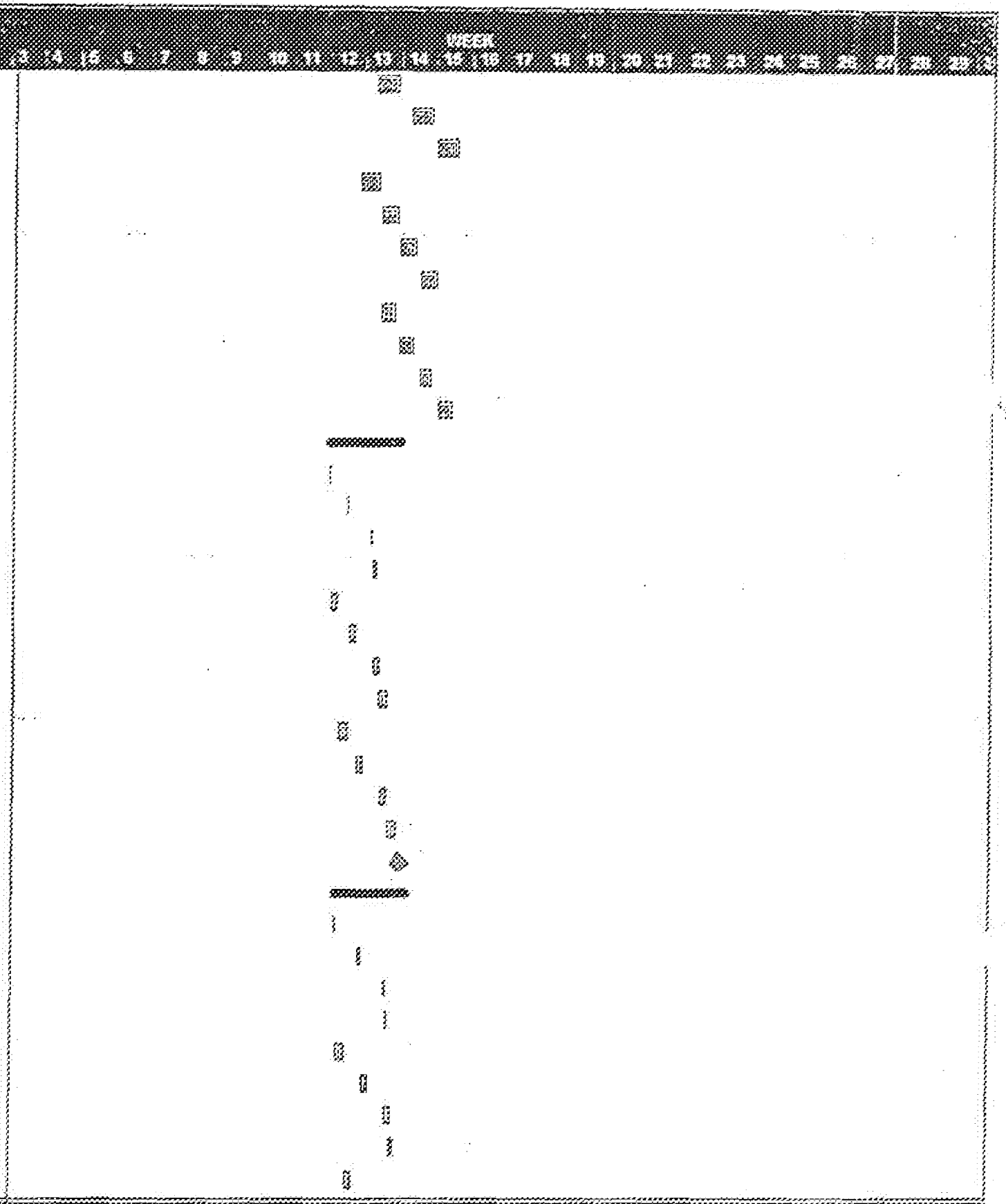
Phase I

MW Contract Schedule

Early bar
Progress bar
Critical bar
Summary bar
Progress point
Critical point
Summary point
Start milestone point
Finish milestone point

JA000158

Activity ID	Description	Remaining Duration	Early Start	Early Finish	Resource Lag
0591	Install cabinets 3rd floor	15	07/10/08	07/30/08	0
0592	Install cabinets 4th floor	15	08/06/08	08/29/08	0
0593	Install cabinets 1st floor	15	09/01/08	09/19/08	0
0594	Install tile 2nd floor	12	06/27/08	07/14/08	0
0595	Install tile 3rd floor	12	07/15/08	07/30/08	0
0596	Install tile 4th floor	12	07/31/08	08/15/08	0
0597	Install tile 1st floor	12	08/18/08	09/02/08	0
0598	Install carpet 2nd floor	10	07/15/08	07/28/08	0
0599	Install carpet 3rd floor	10	07/31/08	08/13/08	0
0600	Install carpet 4th floor	10	08/18/08	08/28/08	0
0601	Install carpet 1st floor	10	09/03/08	09/16/08	0
0602	Bldg 2 Close Out	44 *	06/02/08	07/31/08	0
0603	Pre-punch walk 2nd floor	3	06/02/08	06/04/08	0
0604	Pre-punch walk 3rd floor	3	06/17/08	06/19/08	0
0605	Pre-punch walk 4th floor	3	07/08/08	07/10/08	0
0606	Pre-punch walk 1st floor	3	07/11/08	07/15/08	0
0607	Punch list 2nd floor	5	06/05/08	06/11/08	0
0608	Punch list 3rd floor	5	06/23/08	06/26/08	0
0609	Punch list 4th floor	5	07/11/08	07/17/08	0
0610	Punch list 1st floor	5	07/16/08	07/22/08	0
0611	Final clean 2nd floor	5	06/12/08	06/18/08	0
0612	Final clean 3rd floor	5	06/27/08	07/03/08	0
0613	Final clean 4th floor	5	07/18/08	07/24/08	0
0614	Final clean 1st floor	5	07/25/08	07/31/08	0
0615	Building Completion	0		07/31/08	0
0616	Bldg 3 Close Out	45 *	06/09/08	08/05/08	0
0617	Pre punch 2nd floor	3	06/09/08	06/11/08	0
0618	Pre punch 3rd floor	3	06/30/08	07/02/08	0
0619	Pre punch 4th floor	3	07/21/08	07/23/08	0
0620	Pre punch 1st floor	3	07/23/08	07/25/08	0
0621	Punch list 2nd floor	5	06/12/08	06/18/08	0
0622	Punch list 3rd floor	5	07/03/08	07/09/08	0
0623	Punch list 4th floor	5	07/24/08	07/30/08	0
0624	Punch list 1st floor	5	07/28/08	08/01/08	0
0625	Final clean 2nd floor	5	06/19/08	06/25/08	0



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Run date	08/06/07 7:00PM
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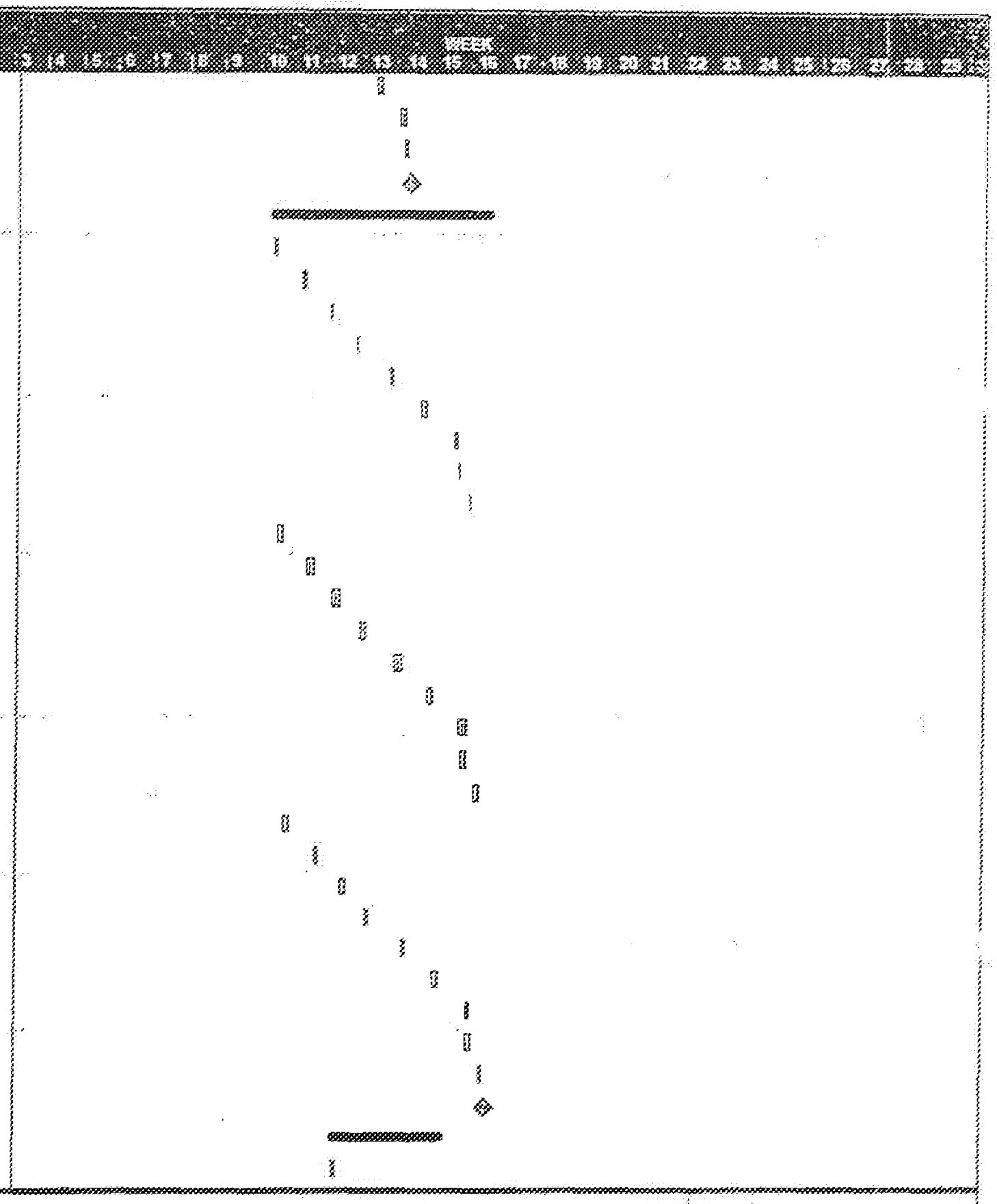
Phase I

MW Contract Schedule

Early bar
Progress bar
Critical bar
Summary bar
Progress point
Critical point
Summary point
Start milestone point
Finish milestone point

JA0001590159

Activity ID	Description	Remaining Duration	Early Start	Early Finish	Resource Lag
0626	Final clean 3rd floor	5	07/10/08	07/16/08	0
0627	Final clean 4th floor	5	07/31/08	08/06/08	0
0628	Final clean 1st floor	5	08/04/08	08/08/08	0
0629	Building Completion	0		08/08/08	0
0630	Bldg 7 Close Out	135	04/14/08	10/17/08	0
0631	Pre punch 2nd floor	3	04/14/08	04/16/08	0
0632	Pre punch 3rd floor	3	05/08/08	05/12/08	0
0633	Pre punch 4th floor	3	06/02/08	06/04/08	0
0634	Pre punch 5th floor	3	06/25/08	06/27/08	0
0635	Pre punch 6th floor	3	07/24/08	07/28/08	0
0636	Pre punch 7th floor	3	08/21/08	08/25/08	0
0637	Pre punch 8th floor	3	09/18/08	09/22/08	0
0638	Pre punch 9th floor	3	09/22/08	09/24/08	0
0639	Pre punch 1st floor	3	10/01/08	10/03/08	0
0640	Punchlist 2nd floor	6	04/17/08	04/24/08	0
0641	Punchlist 3rd floor	6	05/13/08	05/20/08	0
0642	Punchlist 4th floor	6	06/06/08	06/12/08	0
0643	Punchlist 5th floor	5	06/30/08	07/04/08	0
0644	Punchlist 6th floor	6	07/29/08	08/05/08	0
0645	Punchlist 7th floor	6	08/26/08	09/02/08	0
0646	Punchlist 8th floor	6	09/23/08	09/30/08	0
0647	Punchlist 9th floor	6	09/25/08	10/02/08	0
0648	Punchlist 1st floor	6	10/06/08	10/13/08	0
0649	Final clean 2nd floor	4	04/25/08	04/30/08	0
0650	Final clean 3rd floor	4	05/21/08	05/26/08	0
0651	Final clean 4th floor	4	06/13/08	06/18/08	0
0652	Final clean 5th floor	4	07/07/08	07/10/08	0
0653	Final clean 6th floor	4	08/08/08	08/11/08	0
0654	Final clean 7th floor	4	09/03/08	09/08/08	0
0655	Final clean 8th floor	4	10/01/08	10/08/08	0
0656	Final clean 9th floor	4	10/03/08	10/08/08	0
0657	Final clean 1st floor	4	10/14/08	10/17/08	0
0658	Building Completion	0		10/17/08	0
0659	Bldg 8 Close Out	67	08/09/08	09/09/08	0
0660	Pre punch 2nd floor	5	06/09/08	06/13/08	0



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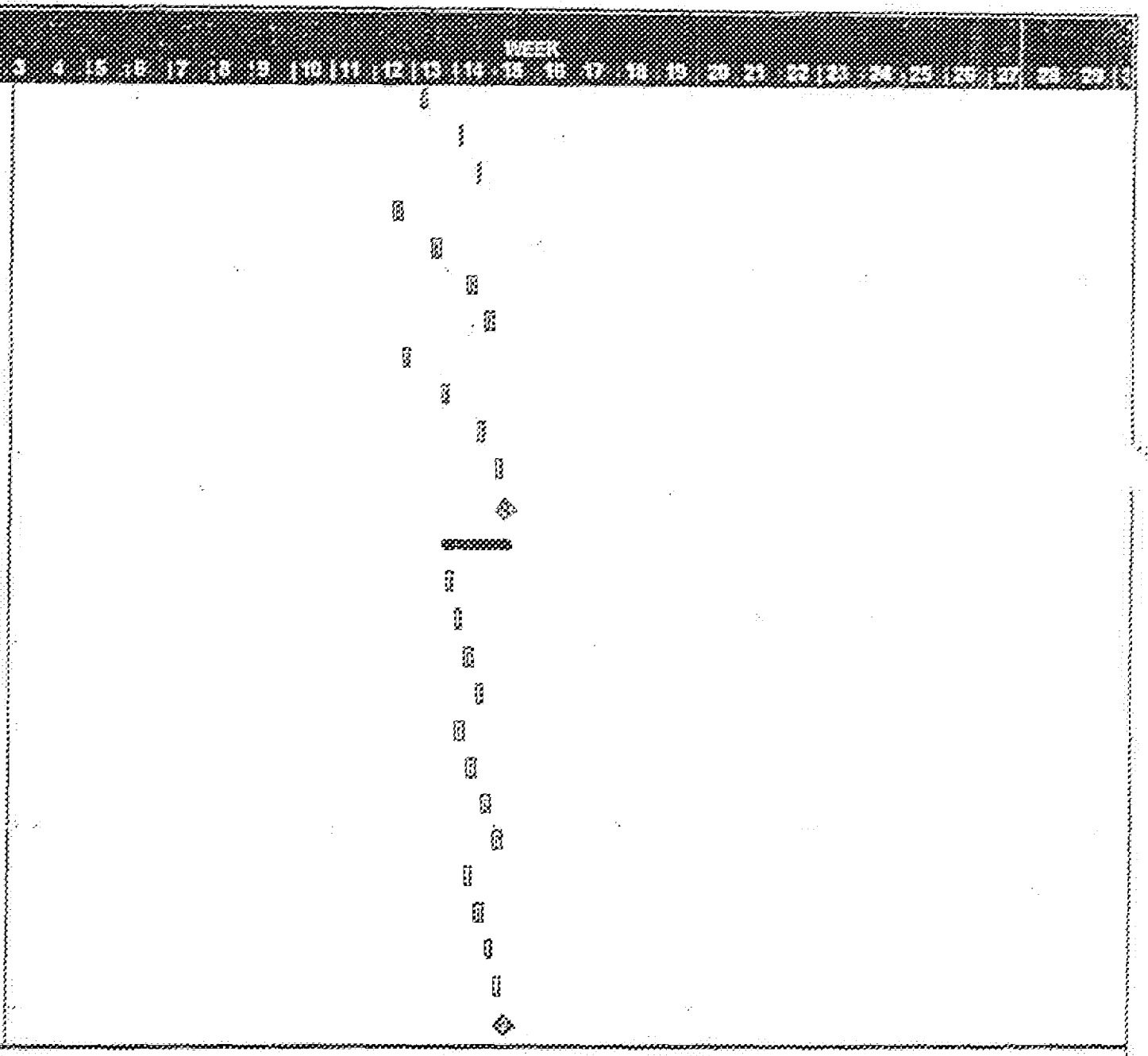
Phase I

MW Contract Schedule

- Early bar
- Progress bar
- Critical bar
- Summary bar
- Progress point
- Critical point
- Summary point
- Start milestone point
- Finish milestone poin

Activity ID	Description	Remaining Duration	Early Start	Early Finish	Resource Lag
0661	Pre punch 3rd floor	5	07/07/08	07/11/08	0
0662	Pre punch 4th floor	5	08/04/08	08/08/08	0
0663	Pre punch 1st floor	5	08/18/08	08/22/08	0
0664	Punchlist 2nd floor	7	06/16/08	06/24/08	0
0665	Punchlist 3rd floor	7	07/14/08	07/22/08	0
0666	Punchlist 4th floor	7	08/11/08	08/19/08	0
0667	Punchlist 1st floor	7	08/25/08	09/02/08	0
0668	Final clean 2nd floor	5	06/25/08	07/01/08	0
0669	Final clean 3rd floor	5	07/23/08	07/29/08	0
0670	Final clean 4th floor	5	08/20/08	08/26/08	0
0671	Final clean 1st floor	5	09/03/08	09/09/08	0
0672	Building Completion	0		09/09/08	0
0673	Bldg 9 Close Out	33 *	07/29/08	09/11/08	0
0674	Pre punch 2nd floor	5	07/29/08	08/04/08	0
0675	Pre punch 3rd floor	5	08/05/08	08/11/08	0
0676	Pre punch 4th floor	5	08/12/08	08/18/08	0
0677	Pre punch 1st floor	5	08/19/08	08/25/08	0
0678	Punchlist 2nd floor	7	08/05/08	08/13/08	0
0679	Punchlist 3rd floor	7	08/14/08	08/22/08	0
0680	Punchlist 4th floor	7	08/25/08	09/02/08	0
0681	Punchlist 1st floor	7	09/03/08	09/11/08	0
0682	Final clean 2nd floor	5	08/14/08	08/20/08	0
0683	Final clean 3rd floor	5	08/21/08	08/27/08	0
0684	Final clean 4th floor	5	08/28/08	09/03/08	0
0685	Final clean 1st floor	5	09/04/08	09/10/08	0
0686	Building Completion	0		09/10/08	0



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Run date	09/06/07 7:00PM
Page number	20A

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Phase I

MW Contract Schedule

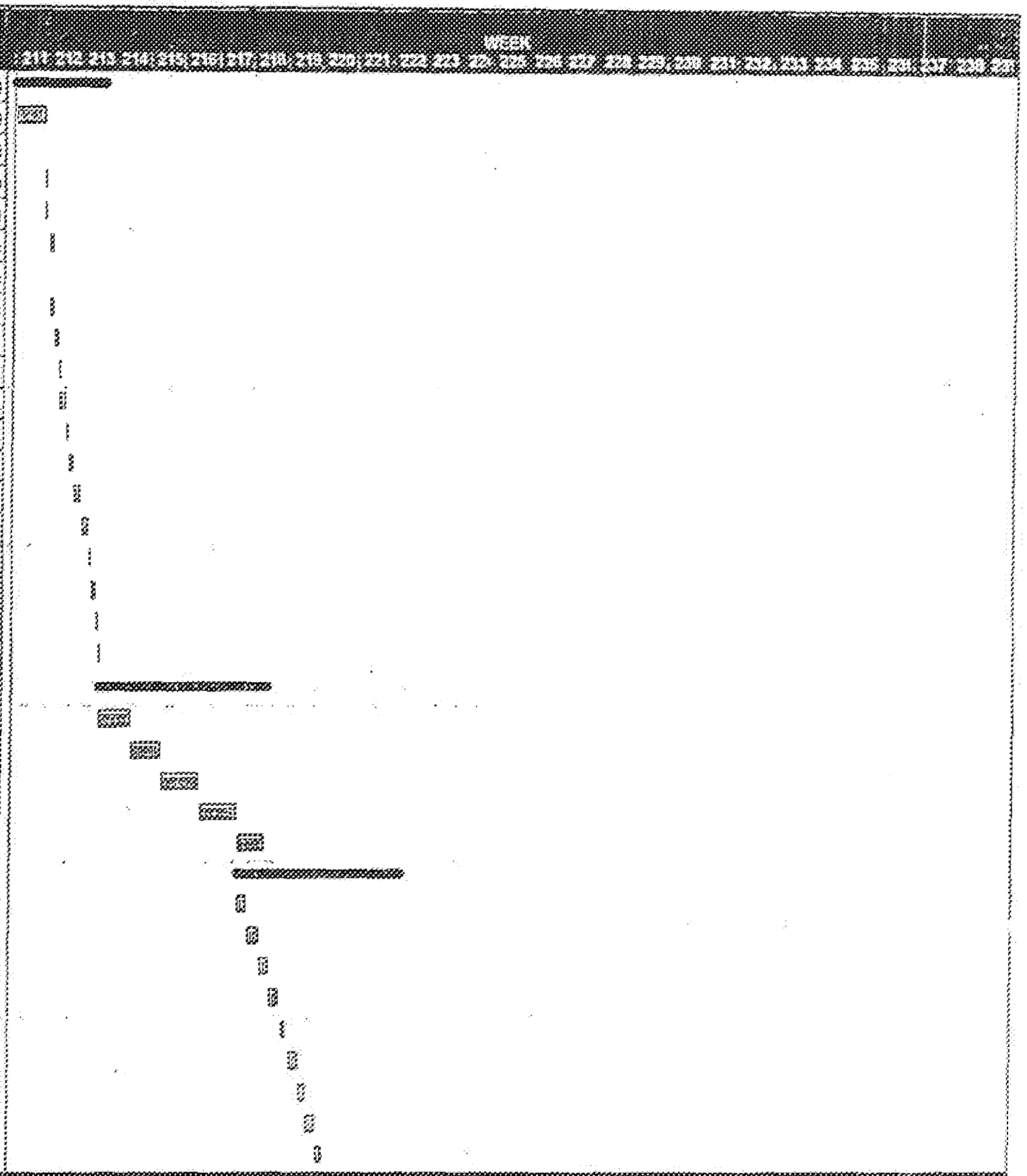
- Early bar
- Progress bar
- Critical bar
- Summary bar
- Progress point
- Critical point
- Summary point
- Start milestone point
- Finish milestone point

JA0001610161

Exhibit 2 to
Exhibit C

Subsequent Type I Schedule

Activity ID	Description	Remaining Duration	Early Start	Early Finish	Resource Lag
0076	Type 1	57 *	01/02/25	03/21/25	0
0077	Excavate N ftgs	18	01/02/25	01/27/25	0
0078	Install rebar	2	01/28/25	01/29/25	0
0079	Place concrete	2	01/30/25	01/31/25	0
0080	Excavate E/W ftgs	4	01/28/25	01/31/25	0
0081	Install rebar	3	02/03/25	02/05/25	0
0082	Place Concrete	2	02/06/25	02/07/25	0
0083	Excavate S ftg	4	02/03/25	02/06/25	0
0084	Install rebar	3	02/07/25	02/11/25	0
0085	Place concrete	2	02/12/25	02/13/25	0
0086	Form columns	4	02/13/25	02/17/25	0
0087	Install rebar	3	02/18/25	02/20/25	0
0088	Place concrete	2	02/21/25	02/24/25	0
0089	Form Lid	5	02/26/25	03/04/25	0
0090	Install rebar	4	03/05/25	03/10/25	0
0091	Place concrete	3	03/11/25	03/13/25	0
0092	Form ramp	2	03/14/25	03/17/25	0
0093	Install rebar	2	03/18/25	03/19/25	0
0094	Place concrete	2	03/20/25	03/21/25	0
0134	Structure	106 *	03/19/25	08/15/25	0
0135	Frame 1st floor	21	03/19/25	04/16/25	0
0136	Frame 2nd floor	21	04/17/25	05/15/25	0
0137	Frame 3rd floor	24	05/16/25	06/18/25	0
0138	Frame 4th floor	24	06/19/25	07/22/25	0
0139	Frame roof	18	07/23/25	08/15/25	0
0186	Weather Tight	103 *	07/23/25	12/12/25	0
0196	Sheath 1st floor	7	07/23/25	07/31/25	0
0197	Sheath 2nd floor	7	08/01/25	08/11/25	0
0198	Sheath 3rd floor	7	08/12/25	08/20/25	0
0199	Sheath 4th floor/parapets	7	08/21/25	08/29/25	0
0200	Install roofing membrane	5	09/01/25	09/05/25	0
0201	Lath 1st floor	6	09/08/25	09/15/25	0
0202	Lath 2nd floor	6	09/16/25	09/23/25	0
0203	Lath 3rd floor	6	09/24/25	10/01/25	0
0204	Lath 4th floor	6	10/02/25	10/09/25	0



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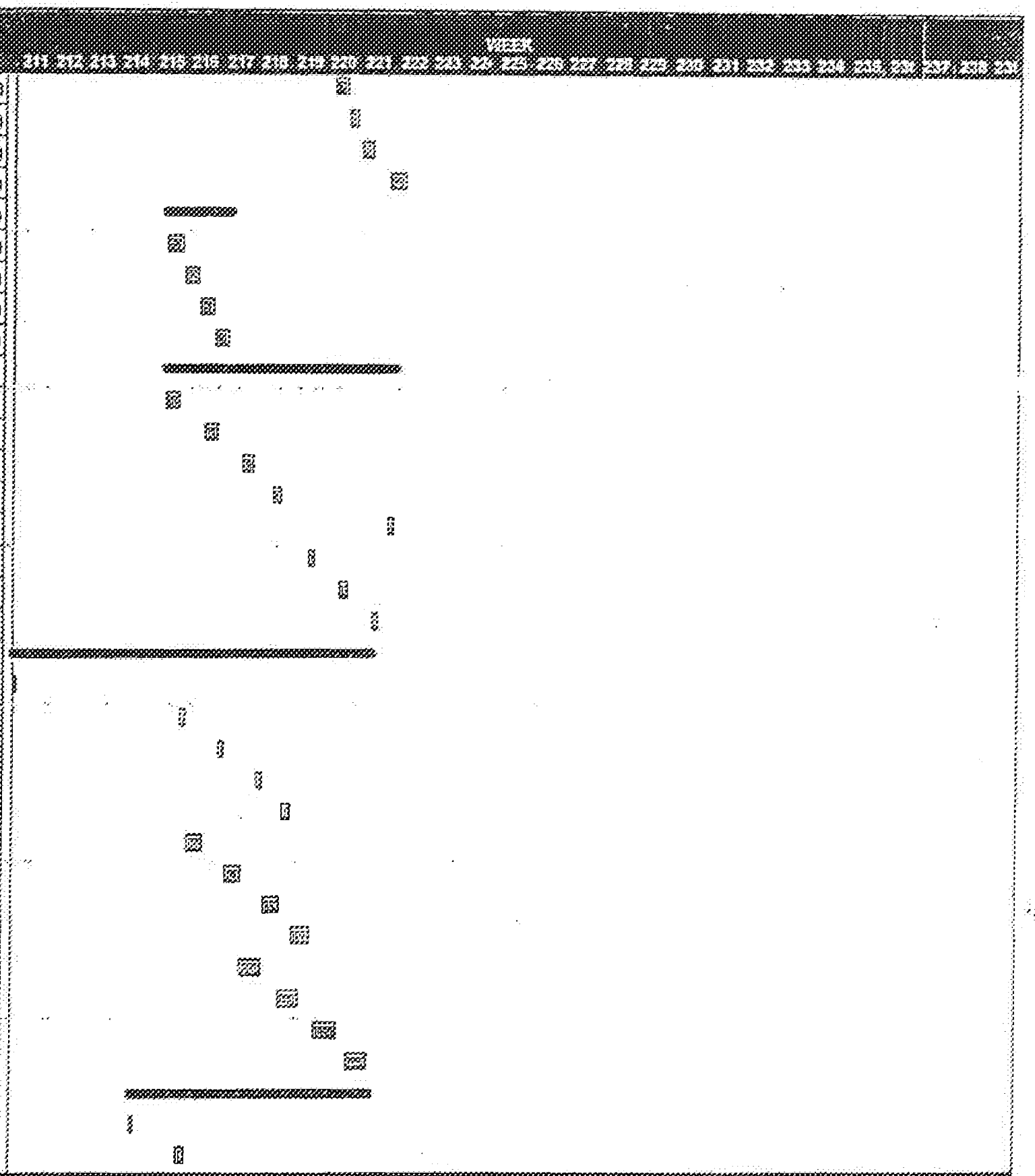
Type I

MW Contract Schedule

- Early bar
- Progress bar
- Critical bar
- Summary bar
- Progress point
- Critical point
- Summary point
- Start milestone point
- Finish milestone point

JA000163

Activity ID	Description	Remaining Duration	Early Start	Early Finish	Resource Lag
0205	Stucco Base coat	8	10/10/25	10/21/25	0
0206	Stucco brown coat	8	10/22/25	10/31/25	0
0207	Stucco final coat	8	11/03/25	11/12/25	0
0208	Paint Stucco	12	11/27/25	12/12/25	0
0243	Interior	40 *	05/16/25	07/10/25	0
0244	Shim and plane 1st floor	10	05/16/25	05/29/25	0
0245	Shim and plane 2nd floor	10	05/30/25	06/12/25	0
0246	Shim and plane 3rd floor	10	06/13/25	06/26/25	0
0247	Shim and plane 4th floor	10	06/27/25	07/10/25	0
0289	Plumbing	145 *	05/16/25	12/04/25	0
0290	Plumbing rough in 1st	8	05/16/25	05/27/25	0
0291	Plumbing rough in 2nd	8	06/19/25	06/30/25	0
0292	Plumbing rough in 3rd	8	07/23/25	08/01/25	0
0293	Plumbing rough in 4th	8	08/18/25	08/27/25	0
0294	Trim 1st floor	6	11/27/25	12/04/25	0
0295	Trim 2nd floor	6	09/18/25	09/25/25	0
0296	Trim 3rd floor	6	10/16/25	10/23/25	0
0297	Trim 4th floor	6	11/13/25	11/20/25	0
0366	Electrical	226 *	01/02/25	11/13/25	0
0367	Set switchgear	3	01/02/25	01/06/25	0
0368	Rough 1st floor	6	05/28/25	06/04/25	0
0369	Rough 2nd floor	6	07/01/25	07/08/25	0
0370	Rough 3rd floor	6	08/04/25	08/11/25	0
0371	Rough 4th floor	6	08/28/25	09/04/25	0
0372	Pull wire 1st floor	12	06/05/25	06/20/25	0
0373	Pull wire 2nd floor	12	07/09/25	07/24/25	0
0374	Pull wire 3rd floor	12	08/12/25	08/27/25	0
0375	Pull wire 4th floor	12	09/05/25	09/22/25	0
0376	Trim 1st floor	15	07/22/25	08/11/25	0
0377	Trim 2nd floor	15	08/25/25	09/12/25	0
0378	Trim 3rd floor	15	09/26/25	10/16/25	0
0379	Trim 4th floor	15	10/24/25	11/13/25	0
0456	Mech Rough	150 *	04/17/25	11/12/25	0
0457	Tie into riser	3	04/17/25	04/21/25	0
0458	HVAC rough in 1st floor	8	05/26/25	06/06/25	0



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Finish date	01/05/29 4:59PM
Data date	01/01/25 8:00PM
Run date	09/06/07 8:00PM
Page number	2A

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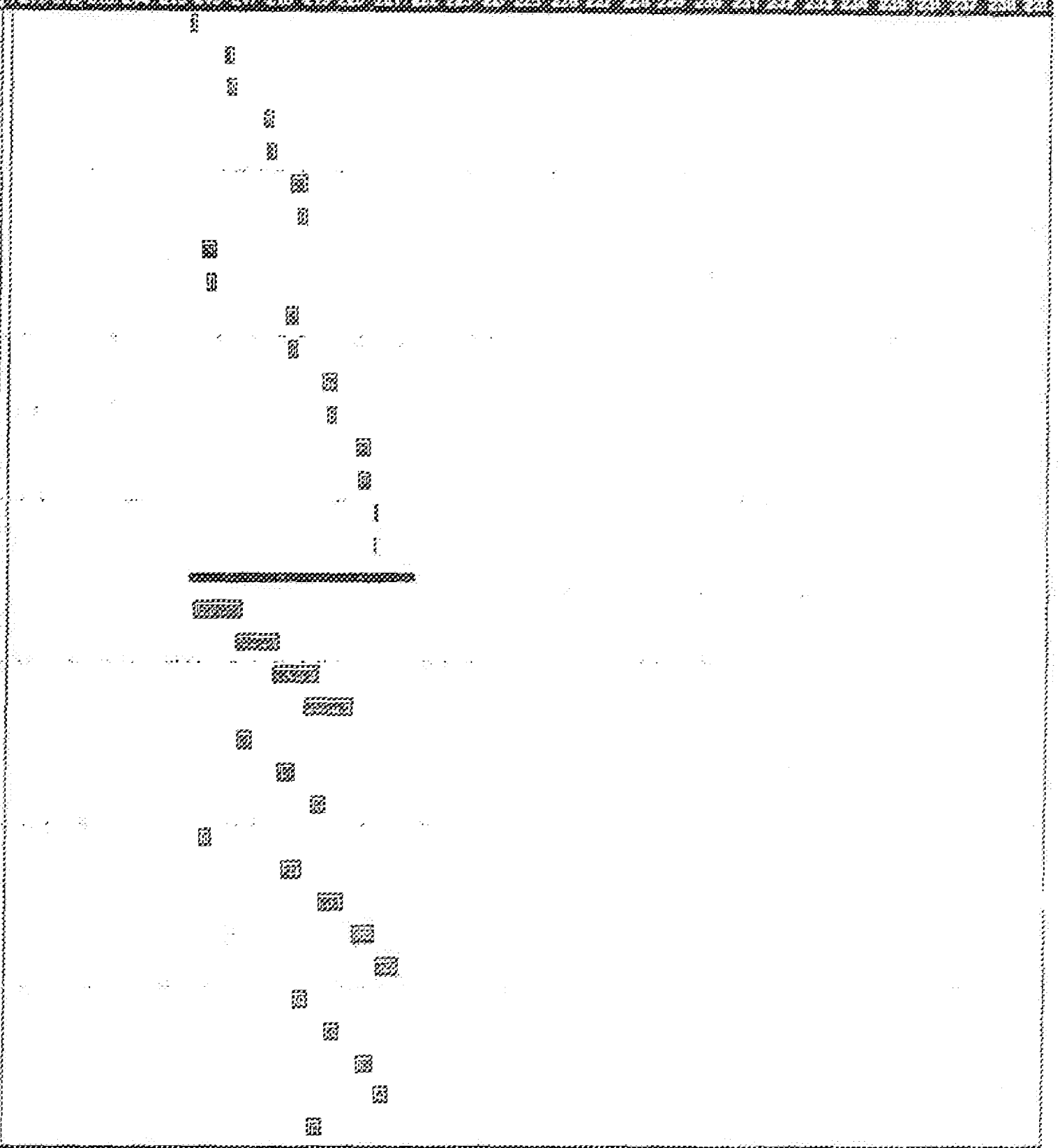
Type I

MW Contract Schedule

Early bar
Progress bar
Critical bar
Summary bar
Progress point
Critical point
Summary point
Start milestone point
Finish milestone poin

Activity ID	Description	Remaining Duration	Early Start	Early Finish	Resource Lag
0459	Sprinkler rough in 1st	6	06/02/25	06/09/25	0
0460	HVAC rough in 2nd floor	8	07/01/25	07/10/25	0
0461	Sprinkler rough in 2nd	6	07/04/25	07/11/25	0
0462	HVAC rough in 3rd floor	8	08/04/25	08/13/25	0
0463	Sprinkler rough in 3rd	6	08/07/25	08/14/25	0
0464	HVAC rough in 4th floor	10	08/28/25	09/10/25	0
0465	Sprinkler rough in 4th	8	09/02/25	09/11/25	0
0466	HVAC trim 1st floor	10	06/13/25	06/26/25	0
0467	Sprinkler trim 1st floor	8	06/17/25	06/26/25	0
0468	HVAC trim 2nd floor	10	08/25/25	09/05/25	0
0469	Sprinkler trim 2nd floor	8	08/27/25	09/05/25	0
0470	HVAC trim 3rd floor	10	09/26/25	10/09/25	0
0471	Sprinkler trim 3rd floor	8	09/30/25	10/09/25	0
0472	HVAC trim 4th floor	11	10/24/25	11/07/25	0
0473	Sprinkler trim 4th floor	9	10/28/25	11/07/25	0
0474	Test and balance	3	11/10/25	11/12/25	0
0475	Sprinkler leak test	2	11/10/25	11/11/25	0
0560	Finishes	133.1	06/10/25	12/11/25	0
0561	GWB Paint 1st floor	30	06/10/25	07/21/25	0
0562	GWB Paint 2nd floor	30	07/14/25	08/22/25	0
0563	GWB Paint 3rd floor	30	08/15/25	09/25/25	0
0564	GWB Paint 4th floor	30	09/12/25	10/23/25	0
0565	Install doors 2nd floor	10	07/18/25	07/31/25	0
0566	Install doors 3rd floor	10	08/21/25	09/03/25	0
0567	Install doors 4th floor	10	09/18/25	10/01/25	0
0568	Install doors 1st floor	10	06/16/25	06/27/25	0
0569	Install cabinets 2nd floor	14	08/25/25	09/11/25	0
0570	Install cabinets 3rd floor	15	09/26/25	10/16/25	0
0571	Install cabinets 4th floor	15	10/24/25	11/13/25	0
0572	Install cabinets 1st floor	14	11/14/25	12/03/25	0
0573	Install tile 2nd floor	10	09/04/25	09/17/25	0
0574	Install tile 3rd floor	10	10/02/25	10/15/25	0
0575	Install tile 4th floor	10	10/30/25	11/12/25	0
0576	Install tile 1st floor	10	11/13/25	11/26/25	0
0577	Install carpet 2nd floor	10	09/19/25	10/02/25	0



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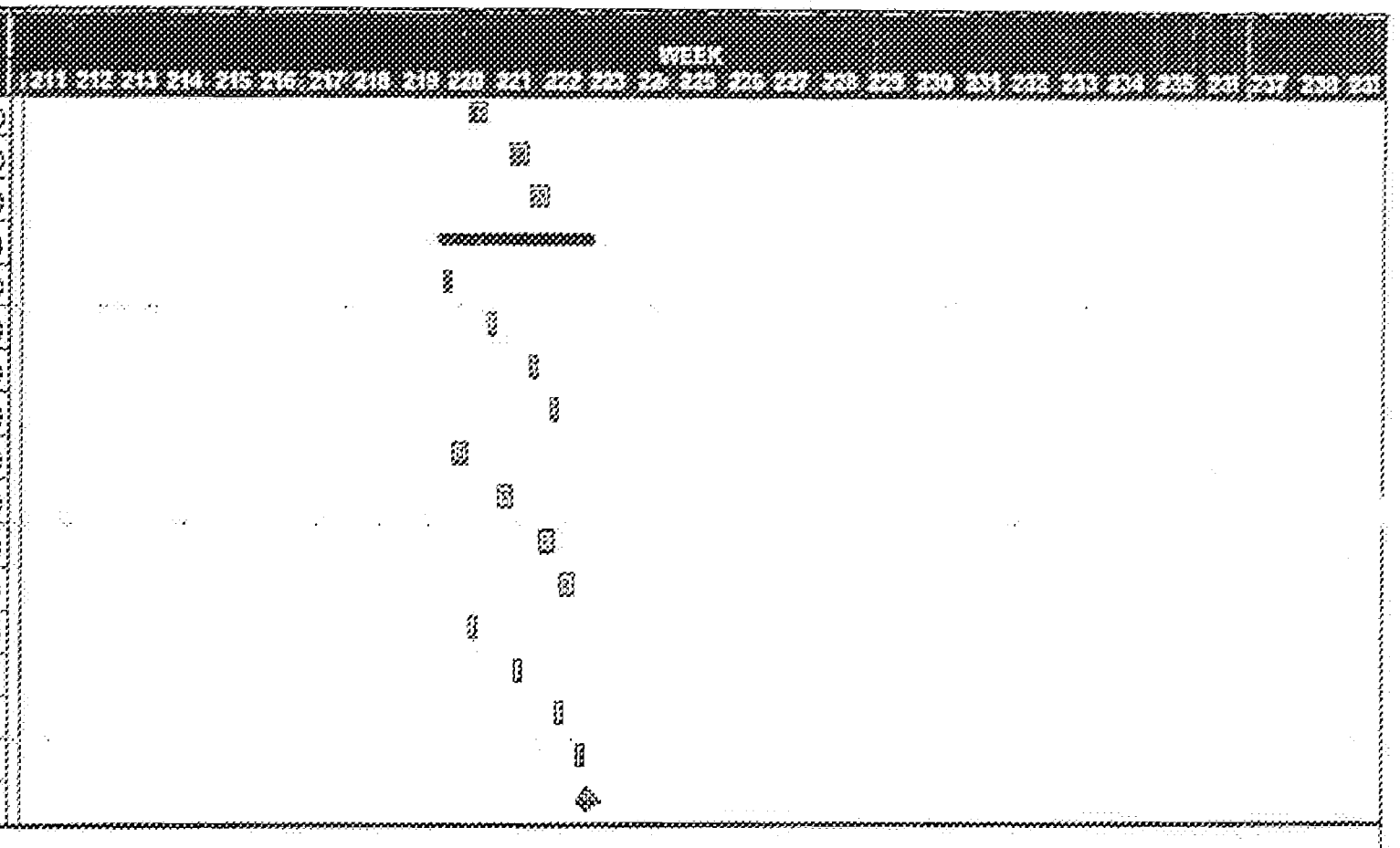
Type I

MW Contract Schedule

- Early bar
- Progress bar
- Critical bar
- Summary bar
- Progress point
- Critical point
- Summary point
- Start milestone point
- Finish milestone point

JA000165

Activity ID	Description	Remaining Duration	Early Start	Early Finish	Resource Lag
0578	Install carpet 3rd floor	10	10/17/25	10/30/25	0
0579	Install carpet 4th floor	10	11/14/25	11/27/25	0
0580	Install carpet 1st floor	10	11/28/25	12/11/25	0
0659	Close Out	67 *	10/03/25	01/05/26	0
0660	Pre punch 2nd floor	5	10/09/25	10/09/25	0
0661	Pre punch 3rd floor	5	10/31/25	11/06/25	0
0662	Pre punch 4th floor	5	11/28/25	12/04/25	0
0663	Pre punch 1st floor	5	12/12/25	12/18/25	0
0664	Punchlist 2nd floor	7	10/10/25	10/20/25	0
0665	Punchlist 3rd floor	7	11/07/25	11/17/25	0
0666	Punchlist 4th floor	7	12/05/25	12/15/25	0
0667	Punchlist 1st floor	7	12/19/25	12/29/25	0
0668	Final clean 2nd floor	5	10/21/25	10/27/25	0
0669	Final clean 3rd floor	5	11/18/25	11/24/25	0
0670	Final clean 4th floor	5	12/16/25	12/22/25	0
0671	Final clean 1st floor	5	12/30/25	01/05/26	0
0672	Building Completion	0		01/05/26	0



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Type I

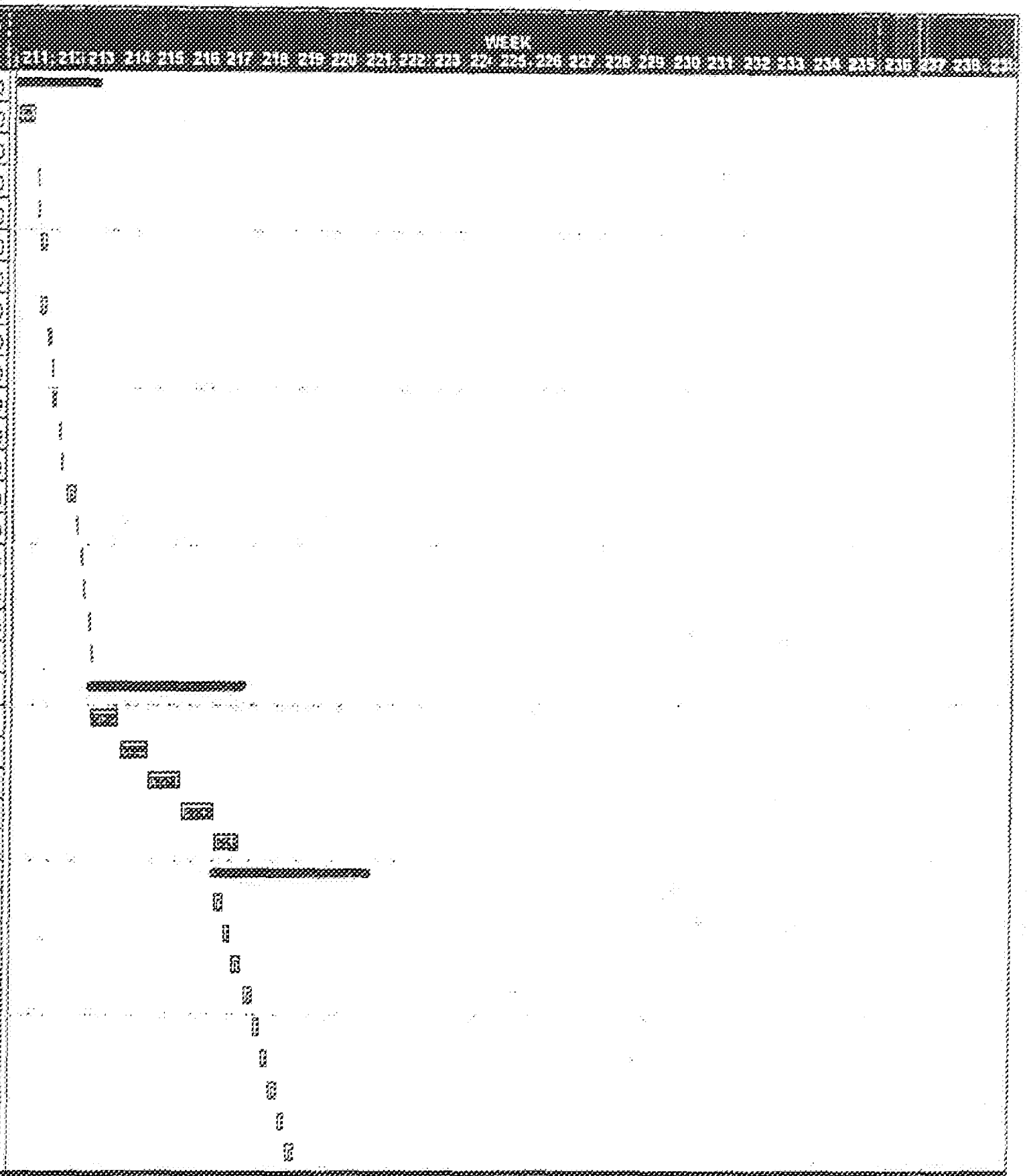
MW Contract Schedule

- Early bar
- Progress bar
- Critical bar
- Summary bar
- Progress point
- Critical point
- Summary point
- Start milestone point
- Finish milestone point

Exhibit 3 to
Exhibit C

Type IV Schedule

Activity ID	Description	Remaining Duration	Early Start	Early Finish	Resource Lag
0076	Foundation	51 *	01/02/25	03/13/25	0
0077	Excavate N ftgs	12	01/02/25	01/17/25	0
0078	Install rebar	2	01/20/25	01/21/25	0
0079	Place concrete	2	01/22/25	01/23/25	0
0080	Excavate E/W ftgs	4	01/20/25	01/23/25	0
0081	Install rebar	3	01/24/25	01/28/25	0
0082	Place Concrete	2	01/29/25	01/30/25	0
0083	Excavate S ftg	4	01/24/25	01/29/25	0
0084	Install rebar	3	01/30/25	02/03/25	0
0085	Place concrete	2	02/04/25	02/05/25	0
0086	Form columns	4	02/04/25	02/07/25	0
0087	Install rebar	3	02/10/25	02/12/25	0
0088	Place concrete	2	02/13/25	02/14/25	0
0089	Form Lid	5	02/18/25	02/24/25	0
0090	Install rebar	4	02/25/25	02/28/25	0
0091	Place concrete	3	03/03/25	03/05/25	0
0092	Form ramp	2	03/06/25	03/07/25	0
0093	Install rebar	2	03/10/25	03/11/25	0
0094	Place concrete	2	03/12/25	03/13/25	0
0134	Framing	97 *	03/11/25	07/23/25	0
0135	Frame 1st floor	19	03/11/25	04/04/25	0
0136	Frame 2nd floor	19	04/07/25	05/01/25	0
0137	Frame 3rd floor	21	05/02/25	05/30/25	0
0138	Frame 4th floor	21	06/02/25	06/30/25	0
0139	Frame roof	17	07/01/25	07/23/25	0
0195	Weatherlite	95 *	07/01/25	11/11/25	0
0196	Sheath 1st floor	6	07/01/25	07/08/25	0
0197	Sheath 2nd floor	6	07/09/25	07/16/25	0
0198	Sheath 3rd floor	7	07/17/25	07/25/25	0
0199	Sheath 4th floor/parapets	7	07/28/25	08/05/25	0
0200	Install roofing membrane	5	08/06/25	08/12/25	0
0201	Lath 1st floor	5	08/13/25	08/19/25	0
0202	Lath 2nd floor	5	08/20/25	08/26/25	0
0203	Lath 3rd floor	6	08/27/25	09/03/25	0
0204	Lath 4th floor	6	09/04/25	09/11/25	0



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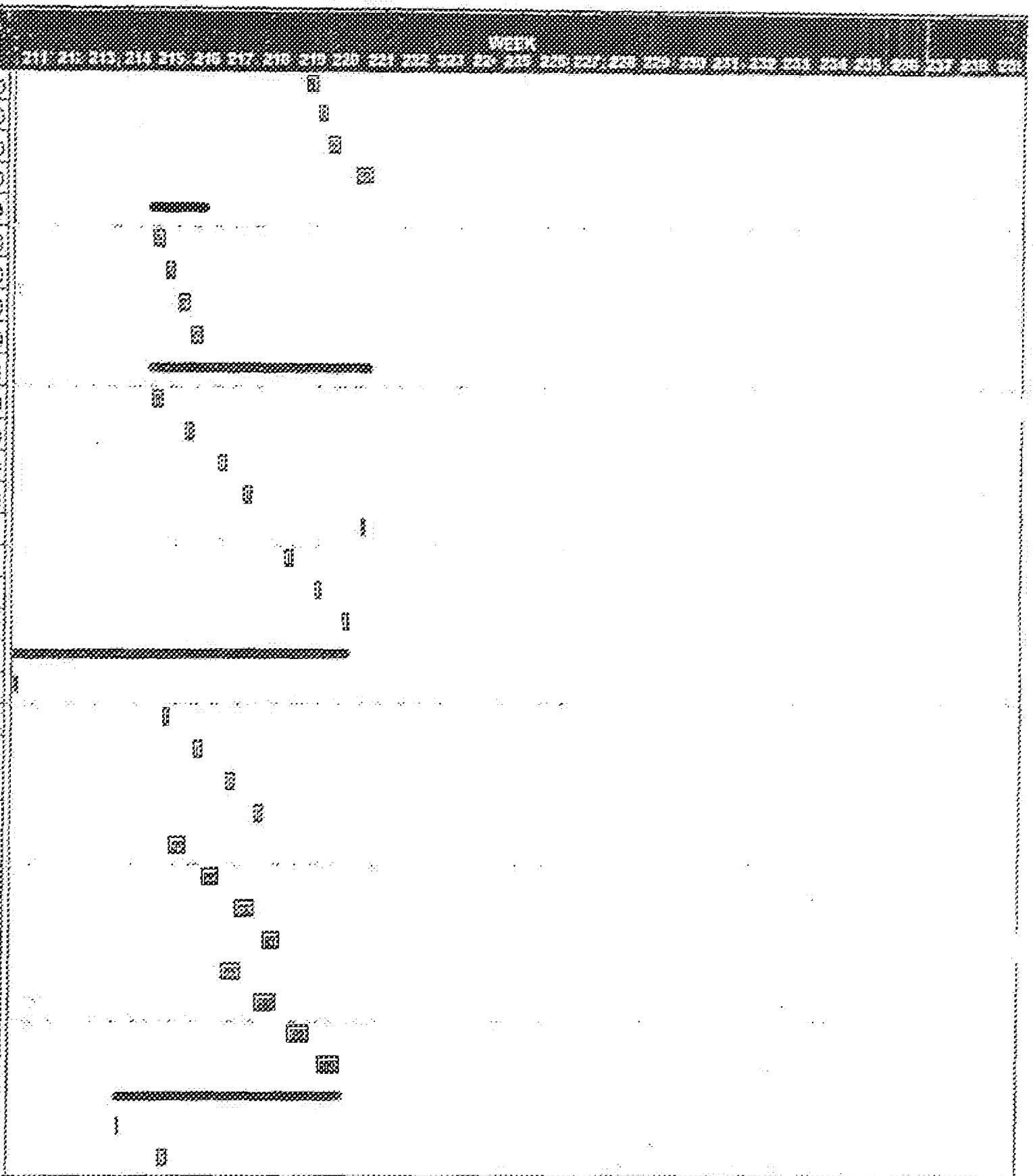
Type IV

MW Contract Schedule

- Early bar
- Progress bar
- Critical bar
- Summary bar
- Progress point
- Critical point
- Summary point
- Start milestone point
- Finish milestone point

JA000168

Activity ID	Description	Remaining Duration	Early Start	Early Finish	Resource Lag
0205	Stucco Base coat	7	09/12/25	09/22/25	0
0206	Stucco brown coat	8	09/23/25	10/02/25	0
0207	Stucco final coat	8	10/03/25	10/14/25	0
0208	Paint Stucco	10	10/29/25	11/11/25	0
0243	Shim & Plane	32 *	05/02/25	06/16/25	0
0244	Shim and plane 1st floor	8	05/02/25	05/13/25	0
0245	Shim and plane 2nd floor	8	05/14/25	05/23/25	0
0246	Shim and plane 3rd floor	8	05/26/25	06/04/25	0
0247	Shim and plane 4th floor	8	06/05/25	06/16/25	0
0289	Plumbing	136 *	05/02/25	11/07/25	0
0290	Plumbing rough in 1st	7	05/02/25	05/12/25	0
0291	Plumbing rough in 2nd	7	06/02/25	06/10/25	0
0292	Plumbing rough in 3rd	7	07/01/25	07/09/25	0
0293	Plumbing rough in 4th	7	07/24/25	08/01/25	0
0294	Trim 1st floor	5	11/03/25	11/07/25	0
0295	Trim 2nd floor	5	08/29/25	09/04/25	0
0296	Trim 3rd floor	5	09/23/25	09/29/25	0
0297	Trim 4th floor	5	10/20/25	10/24/25	0
0366	Electrical	208 *	01/02/25	10/20/25	0
0367	Set switchgear	3	01/02/25	01/06/25	0
0368	Rough 1st floor	6	05/13/25	05/20/25	0
0369	Rough 2nd floor	6	06/11/25	06/18/25	0
0370	Rough 3rd floor	6	07/10/25	07/17/25	0
0371	Rough 4th floor	6	08/04/25	08/11/25	0
0372	Pull wire 1st floor	12	05/21/25	06/05/25	0
0373	Pull wire 2nd floor	12	06/19/25	07/04/25	0
0374	Pull wire 3rd floor	12	07/18/25	08/04/25	0
0375	Pull wire 4th floor	12	08/12/25	08/27/25	0
0376	Trim 1st floor	15	07/07/25	07/25/25	0
0377	Trim 2nd floor	15	08/05/25	08/25/25	0
0378	Trim 3rd floor	15	09/03/25	09/23/25	0
0379	Trim 4th floor	15	09/30/25	10/20/25	0
0456	Mechanical	140 *	04/07/25	10/17/25	0
0457	Tie into riser	3	04/07/25	04/09/25	0
0458	HVAC rough in 1st floor	6	05/13/25	05/22/25	0



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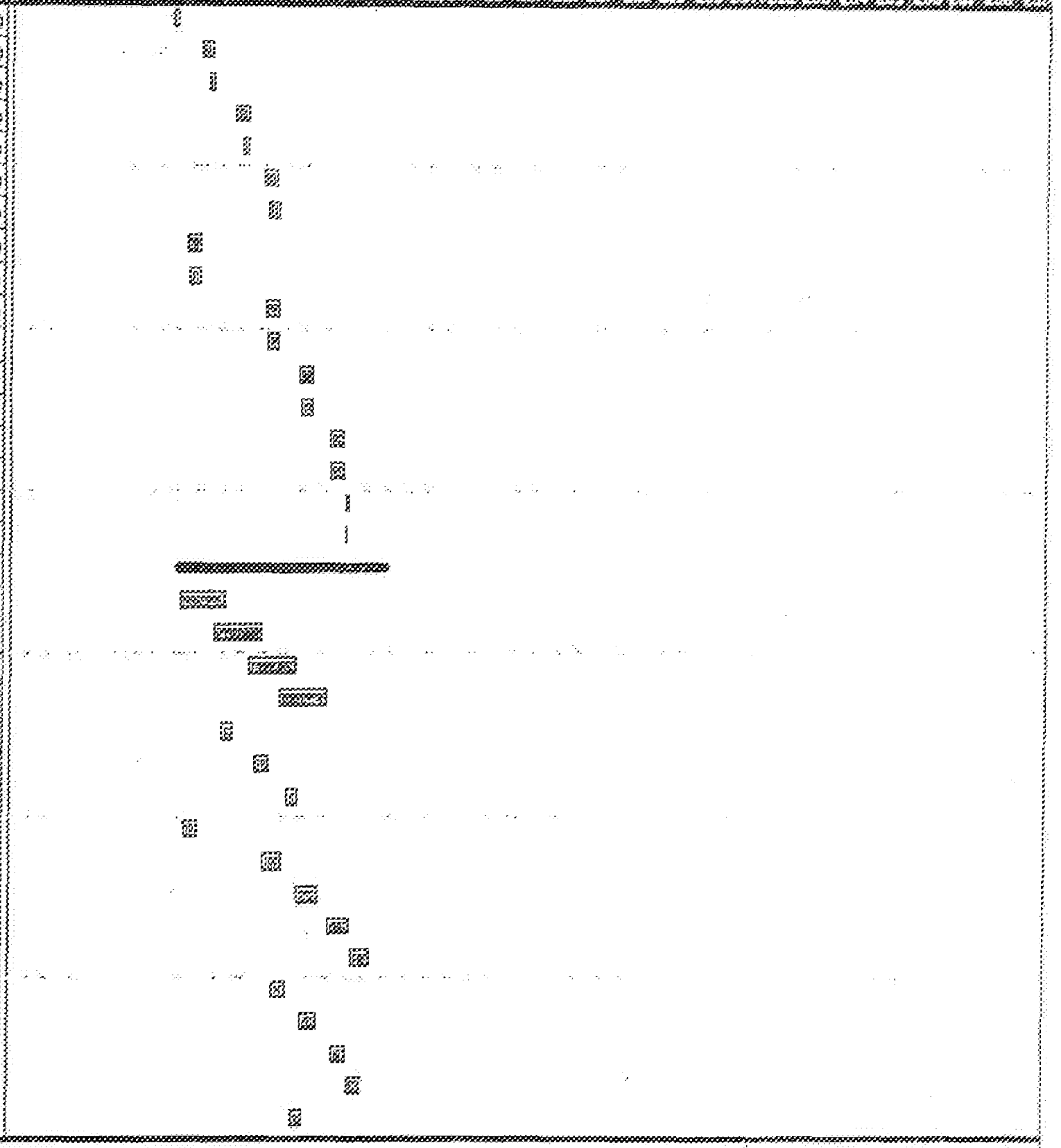
Type IV

MW Contract Schedule

- Early bar
- Progress bar
- Critical bar
- Summary bar
- Progress point
- Critical point
- Summary point
- Start milestone point
- Finish milestone point

Activity ID	Description	Remaining Duration	Early Start	Early Finish	Resource Lag
0459	Sprinkler rough in 1st	6	05/16/25	05/23/25	0
0460	HVAC rough in 2nd floor	8	06/11/25	06/20/25	0
0461	Sprinkler rough in 2nd	6	06/16/25	06/23/25	0
0462	HVAC rough in 3rd floor	8	07/10/25	07/21/25	0
0463	Sprinkler rough in 3rd	8	07/15/25	07/22/25	0
0464	HVAC rough in 4th floor	10	08/04/25	08/15/25	0
0465	Sprinkler rough in 4th	8	08/07/25	08/18/25	0
0466	HVAC trim 1st floor	10	05/29/25	06/11/25	0
0467	Sprinkler trim 1st floor	8	06/02/25	06/11/25	0
0468	HVAC trim 2nd floor	10	08/06/25	08/18/25	0
0469	Sprinkler trim 2nd floor	8	08/07/25	08/18/25	0
0470	HVAC trim 3rd floor	10	09/03/25	09/16/25	0
0471	Sprinkler trim 3rd floor	8	09/05/25	09/16/25	0
0472	HVAC trim 4th floor	11	09/30/25	10/14/25	0
0473	Sprinkler trim 4th floor	9	10/02/25	10/14/25	0
0474	Test and balance	3	10/15/25	10/17/25	0
0475	Sprinkler leak test	2	10/15/25	10/16/25	0
0560	Finishes	128	05/26/25	11/17/25	0
0561	GWB Paint 1st floor	30	05/26/25	07/04/25	0
0562	GWB Paint 2nd floor	30	06/24/25	08/04/25	0
0563	GWB Paint 3rd floor	30	07/23/25	09/02/25	0
0564	GWB Paint 4th floor	30	08/19/25	09/29/25	0
0565	Install doors 2nd floor	10	06/30/25	07/11/25	0
0566	Install doors 3rd floor	10	07/29/25	08/11/25	0
0567	Install doors 4th floor	10	08/25/25	09/05/25	0
0568	Install doors 1st floor	10	06/30/25	08/12/25	0
0569	Install cabinets 2nd floor	14	08/05/25	08/22/25	0
0570	Install cabinets 3rd floor	15	09/03/25	09/23/25	0
0571	Install cabinets 4th floor	16	09/30/25	10/30/25	0
0572	Install cabinets 1st floor	14	10/21/25	11/07/25	0
0573	Install tile 2nd floor	10	08/15/25	08/28/25	0
0574	Install tile 3rd floor	10	09/09/25	09/22/25	0
0575	Install tile 4th floor	10	10/06/25	10/17/25	0
0576	Install tile 1st floor	10	10/20/25	10/31/25	0
0577	Install carpet 2nd floor	10	09/01/25	09/12/25	0



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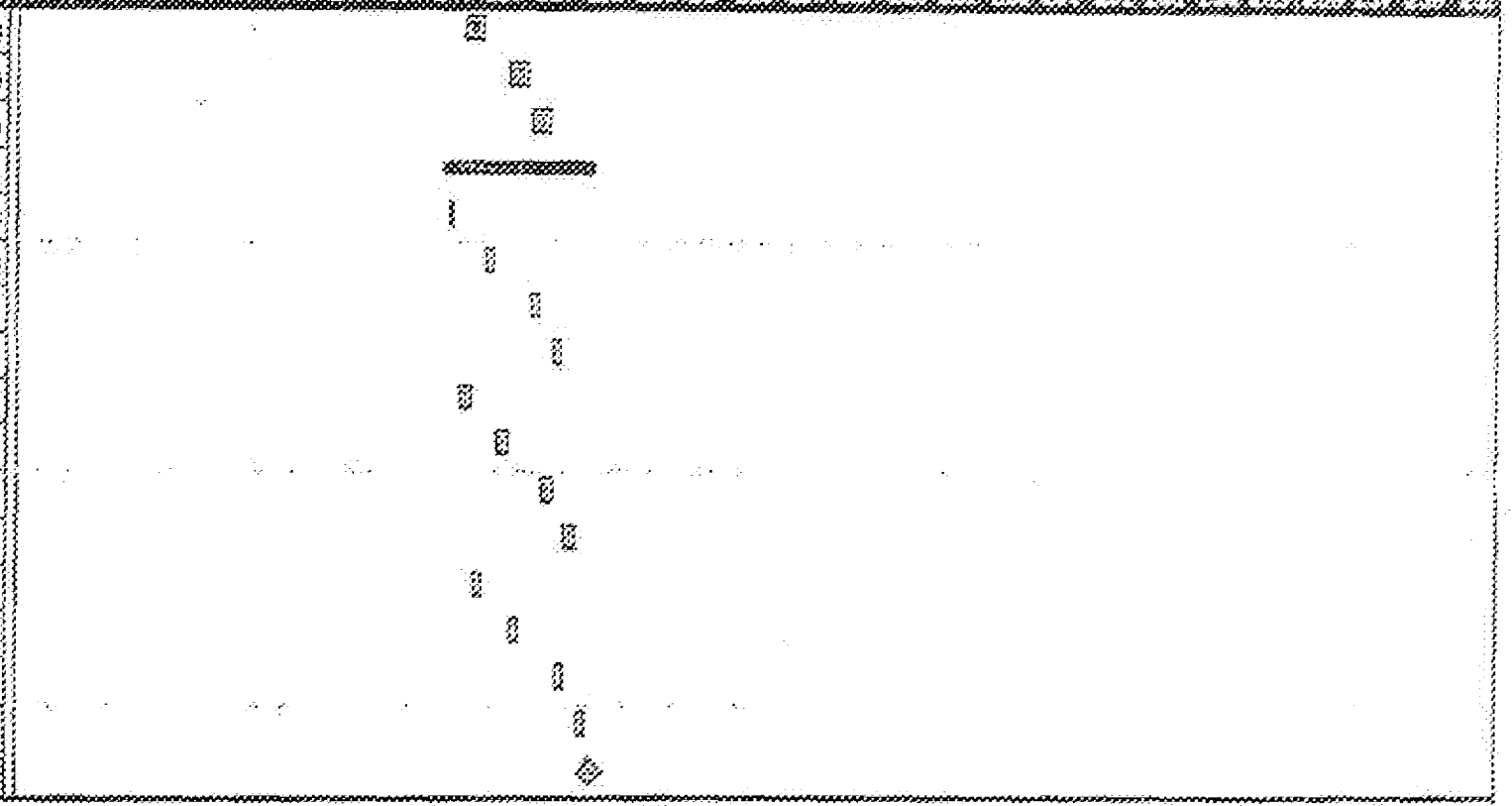
Type IV

MW Contract Schedule

- Early bar
- Progress bar
- Critical bar
- Summary bar
- Progress point
- Critical point
- Summary point
- Start milestone point
- Finish milestone point

JA0001700

Activity ID	Description	Remaining Duration	Early Start	Early Finish	Resource Lag
0578	Install carpet 3rd floor	10	09/24/25	10/07/25	0
0579	Install carpet 4th floor	10	10/21/25	11/03/25	0
0580	Install carpet 1st floor	10	11/04/25	11/17/25	0
0659	Close Out	63	09/15/25	12/10/25	0
0660	Pre punch 2nd floor	5	09/15/25	09/19/25	0
0661	Pre punch 3rd floor	5	10/08/25	10/14/25	0
0662	Pre punch 4th floor	5	11/04/25	11/10/25	0
0663	Pre punch 1st floor	5	11/18/25	11/24/25	0
0664	Punchlist 2nd floor	7	09/22/25	09/30/25	0
0665	Punchlist 3rd floor	7	10/15/25	10/23/25	0
0666	Punchlist 4th floor	7	11/11/25	11/19/25	0
0667	Punchlist 1st floor	7	11/25/25	12/03/25	0
0668	Final clean 2nd floor	5	10/01/25	10/07/25	0
0669	Final clean 3rd floor	5	10/24/25	10/30/25	0
0670	Final clean 4th floor	5	11/20/25	11/26/25	0
0671	Final clean 1st floor	5	12/04/25	12/10/25	0
0672	Building Completion	0		12/10/25	0



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Type IV

MW Contract Schedule

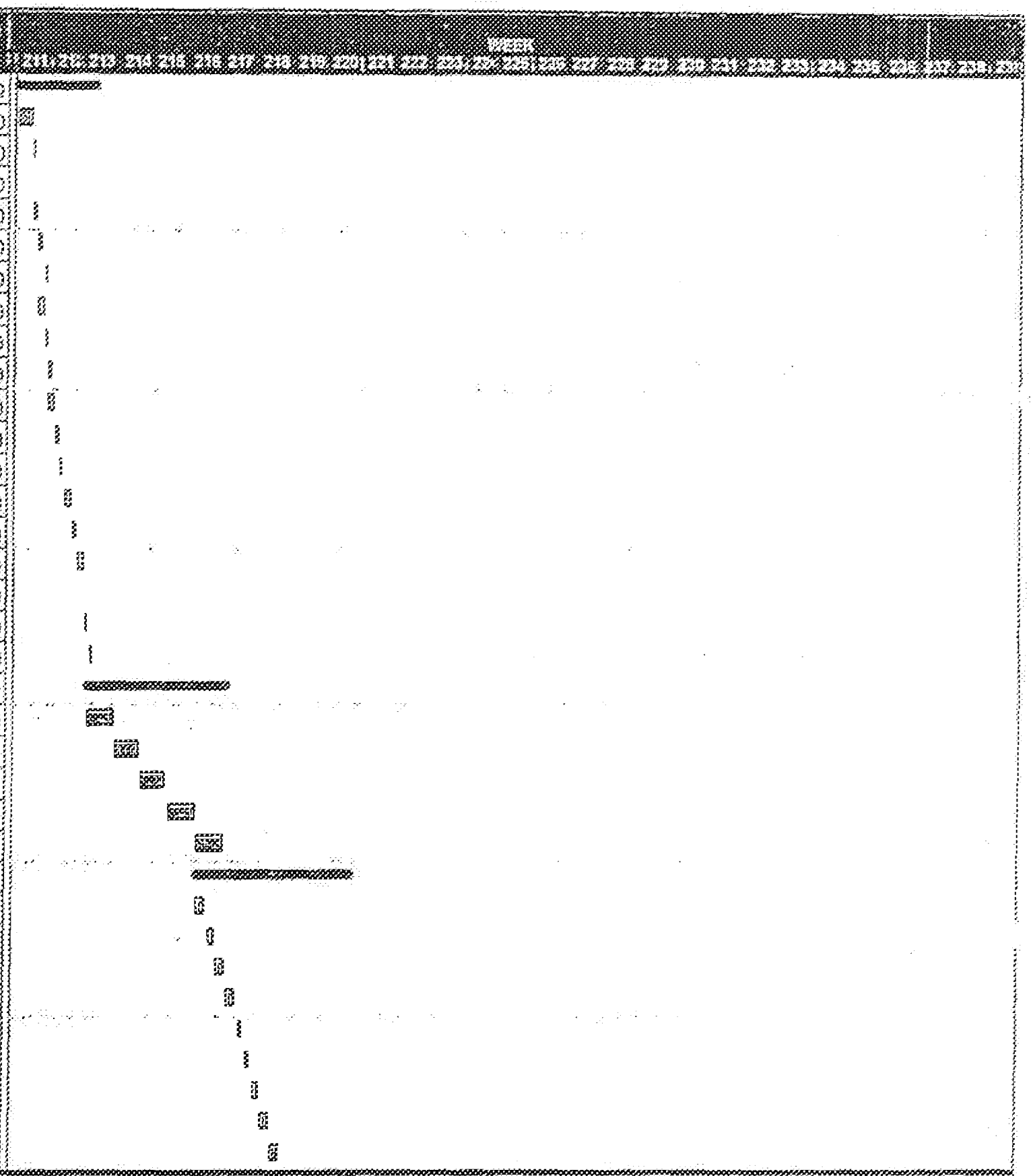
- Early bar
- Progress bar
- Critical bar
- Summary bar
- Progress point
- Critical point
- Summary point
- Start milestone point
- Finish milestone point

JA000171

Exhibit 4 to
Exhibil C

Type V Schedule

Activity ID	Description	Remaining Duration	Early Start	Early Finish	Resource Lag
0076	Foundation	48 *	01/02/25	03/11/25	0
0077	Excavate N ftgs	10	01/02/25	01/15/25	0
0078	Install rebar	3	01/16/25	01/17/25	0
0079	Place concrete	2	01/20/25	01/21/25	0
0080	Excavate E/W ftgs	4	01/16/25	01/21/25	0
0081	Install rebar	3	01/22/25	01/24/25	0
0082	Place Concrete	2	01/27/25	01/28/25	0
0083	Excavate S ftg	4	01/22/25	01/27/25	0
0084	Install rebar	3	01/28/25	01/30/25	0
0085	Place concrete	2	01/31/25	02/03/25	0
0086	Form columns	4	01/31/25	02/05/25	0
0087	Install rebar	3	02/06/25	02/10/25	0
0088	Place concrete	2	02/11/25	02/12/25	0
0089	Form Lid	5	02/14/25	02/20/25	0
0090	Install rebar	4	02/21/25	02/26/25	0
0091	Place concrete	3	02/27/25	03/03/25	0
0092	Form ramp	2	03/04/25	03/05/25	0
0093	Install rebar	2	03/06/25	03/07/25	0
0094	Place concrete	2	03/10/25	03/11/25	0
0134	Framing	87 *	03/07/25	07/07/25	0
0135	Frame 1st floor	17	03/07/25	03/31/25	0
0136	Frame 2nd floor	17	04/01/25	04/23/25	0
0137	Frame 3rd floor	17	04/24/25	05/16/25	0
0138	Frame 4th floor	19	05/19/25	06/13/25	0
0139	Frame roof	17	06/13/25	07/07/25	0
0195	Weathertite	98 *	06/13/25	10/24/25	0
0196	Sheath 1st floor	6	06/13/25	06/20/25	0
0197	Sheath 2nd floor	6	06/23/25	06/30/25	0
0198	Sheath 3rd floor	7	07/01/25	07/09/25	0
0199	Sheath 4th floor/parapets	7	07/10/25	07/18/25	0
0200	Install roofing membrane	5	07/21/25	07/25/25	0
0201	Lath 1st floor	5	07/28/25	08/01/25	0
0202	Lath 2nd floor	5	08/04/25	08/08/25	0
0203	Lath 3rd floor	5	08/11/25	08/15/25	0
0204	Lath 4th floor	5	08/18/25	08/22/25	0



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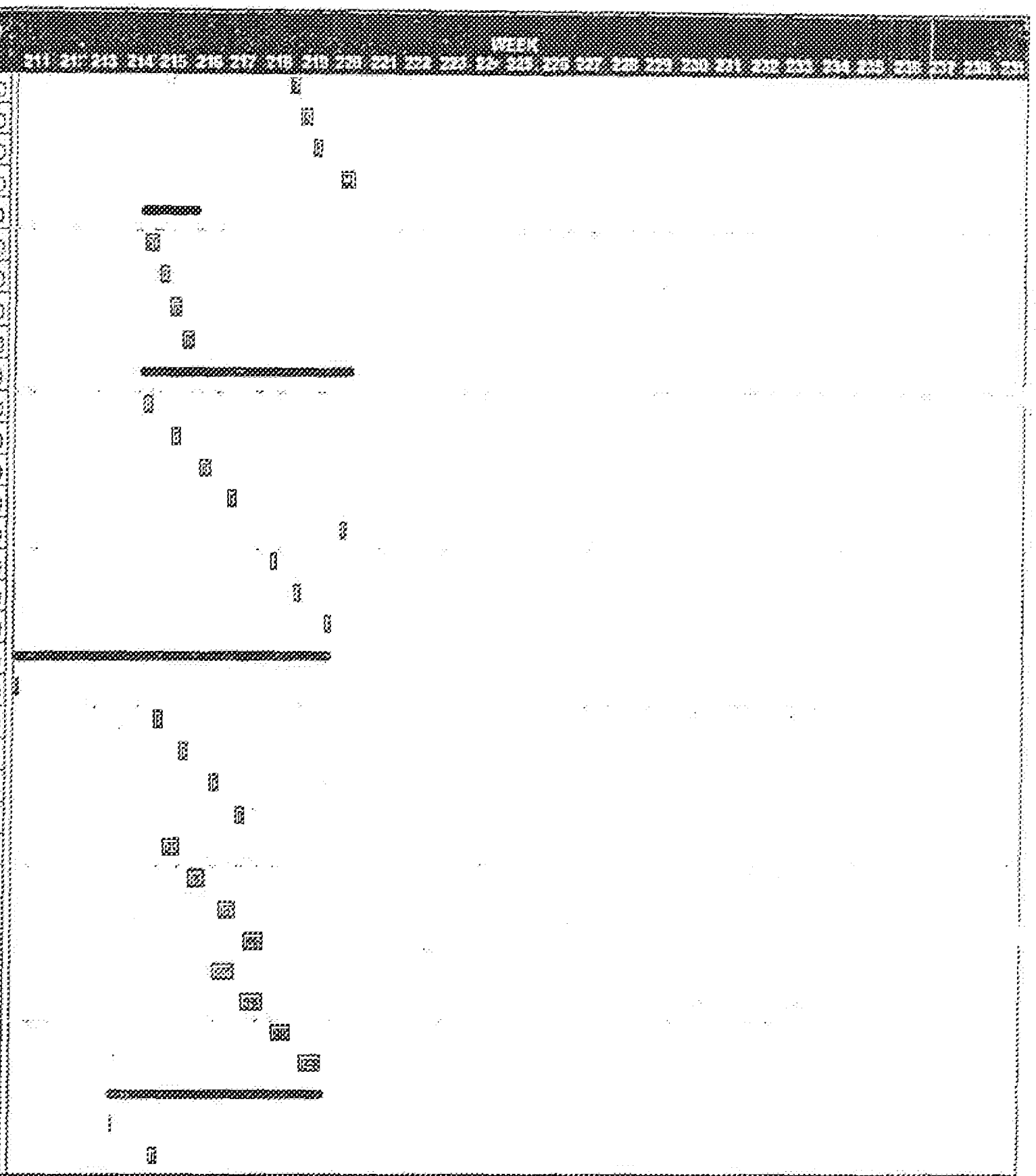
Type V

MW Contract Schedule

Early bar
Progress bar
Critical bar
Summary bar
Progress point
Critical point
Summary point
Start milestone point
Finish milestone point

Activity ID	Description	Remaining Duration	Early Start	Early Finish	Resource Lag
0205	Stucco Base coat	7	08/27/25	09/04/25	0
0206	Stucco brown coat	8	09/05/25	09/16/25	0
0207	Stucco final coat	8	09/17/25	09/26/25	0
0208	Paint Stucco	10	10/13/25	10/24/25	0
0243	**Shim & Plane**	32 *	04/24/25	06/06/25	0
0244	Shim and plane 1st floor	8	04/24/25	05/05/25	0
0245	Shim and plane 2nd floor	8	05/06/25	05/16/25	0
0246	Shim and plane 3rd floor	8	05/16/25	05/27/25	0
0247	Shim and plane 4th floor	8	05/28/25	06/06/25	0
0289	*Plumbing*	128 *	04/24/25	10/20/25	0
0290	Plumbing rough in 1st	7	04/24/25	05/02/25	0
0291	Plumbing rough in 2nd	7	05/19/25	05/27/25	0
0292	Plumbing rough in 3rd	7	06/13/25	06/23/25	0
0293	Plumbing rough in 4th	7	07/08/25	07/16/25	0
0294	Trim 1st floor	5	10/14/25	10/20/25	0
0295	Trim 2nd floor	5	09/15/25	09/21/25	0
0296	Trim 3rd floor	5	09/04/25	09/10/25	0
0297	Trim 4th floor	5	10/01/25	10/07/25	0
0366	**Electrical**	196 *	01/02/25	10/02/25	0
0367	Set switchgear	3	01/02/25	01/06/25	0
0368	Rough 1st floor	6	05/05/25	05/12/25	0
0369	Rough 2nd floor	6	06/28/25	06/04/25	0
0370	Rough 3rd floor	6	06/24/25	07/01/25	0
0371	Rough 4th floor	6	07/17/25	07/24/25	0
0372	Pull wire 1st floor	12	05/13/25	05/28/25	0
0373	Pull wire 2nd floor	12	06/05/25	06/20/25	0
0374	Pull wire 3rd floor	12	07/02/25	07/17/25	0
0375	Pull wire 4th floor	12	07/25/25	08/11/25	0
0376	Trim 1st floor	15	06/27/25	07/17/25	0
0377	Trim 2nd floor	16	07/23/25	08/11/25	0
0378	Trim 3rd floor	15	08/18/25	09/05/25	0
0379	Trim 4th floor	15	09/12/25	10/02/25	0
0456	**Mechanical**	132 *	04/01/25	10/01/25	0
0457	Tie into riser	3	04/01/25	04/03/25	0
0458	HVAC rough in 1st floor	8	05/05/25	05/14/25	0



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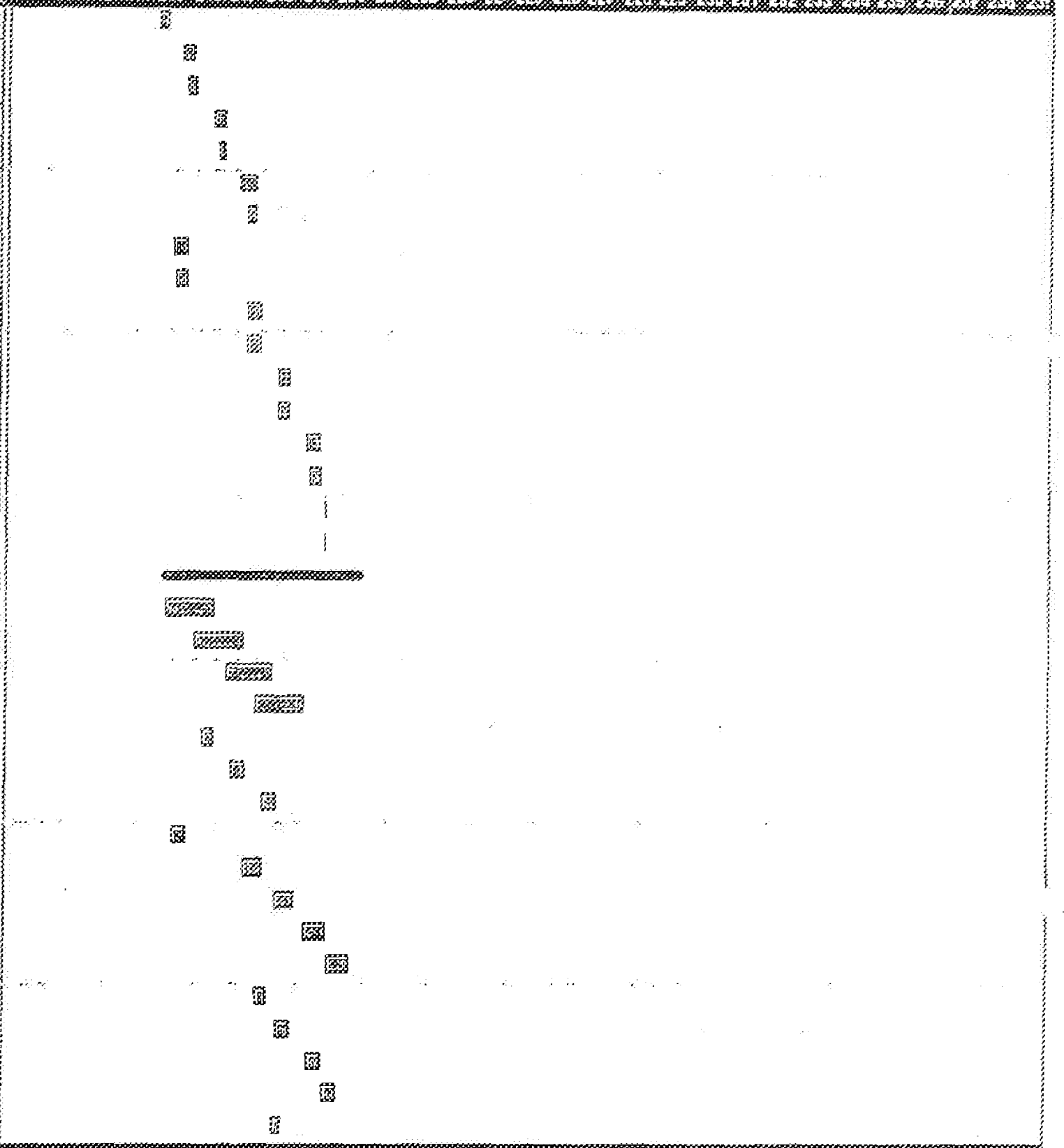
Type V

MW Contract Schedule

Early bar
Progress bar
Critical bar
Summary bar
Progress point
Critical point
Summary point
Start milestone point
Finish milestone point

Activity ID	Description	Remaining Duration	Early Start	Early Finish	Resource Lag
0459	Sprinkler rough in 1st	8	05/08/25	05/15/25	0
0460	HVAC rough in 2nd floor	8	05/28/25	06/06/25	0
0461	Sprinkler rough in 2nd	6	05/02/25	06/09/25	0
0462	HVAC rough in 3rd floor	8	05/24/25	07/03/25	0
0463	Sprinkler rough in 3rd	6	06/27/25	07/04/25	0
0464	HVAC rough in 4th floor	10	07/17/25	07/30/25	0
0465	Sprinkler rough in 4th	8	07/22/25	07/31/25	0
0466	HVAC trim 1st floor	10	05/21/25	06/03/25	0
0467	Sprinkler trim 1st floor	8	05/23/25	06/03/25	0
0468	HVAC trim 2nd floor	10	07/22/25	08/04/25	0
0469	Sprinkler trim 2nd floor	8	07/24/25	08/04/25	0
0470	HVAC trim 3rd floor	10	08/18/25	08/29/25	0
0471	Sprinkler trim 3rd floor	8	08/20/25	08/29/25	0
0472	HVAC trim 4th floor	11	09/12/25	09/26/25	0
0473	Sprinkler trim 4th floor	9	09/16/25	09/26/25	0
0474	Test and balance	3	09/29/25	10/01/25	0
0475	Sprinkler leak test	2	09/29/25	09/30/25	0
0560	Finishes	117.1	05/16/25	10/27/25	0
0561	GWB Paint 1st floor	30	05/16/25	06/26/25	0
0562	GWB Paint 2nd floor	30	06/10/25	07/21/25	0
0563	GWB Paint 3rd floor	30	07/07/25	08/15/25	0
0564	GWB Paint 4th floor	30	08/01/25	09/11/25	0
0565	Install doors 2nd floor	10	06/16/25	06/27/25	0
0566	Install doors 3rd floor	10	07/11/25	07/24/25	0
0567	Install doors 4th floor	10	08/07/25	08/20/25	0
0568	Install doors 1st floor	10	05/22/25	06/04/25	0
0569	Install cabinets 2nd floor	14	07/22/25	08/08/25	0
0570	Install cabinets 3rd floor	15	08/18/25	09/05/25	0
0571	Install cabinets 4th floor	15	09/12/25	10/02/25	0
0572	Install cabinets 1st floor	14	10/03/25	10/22/25	0
0573	Install tile 2nd floor	9	08/04/25	08/14/25	0
0574	Install tile 3rd floor	9	08/22/25	09/03/25	0
0575	Install tile 4th floor	9	09/18/25	09/30/25	0
0576	Install tile 1st floor	9	10/01/25	10/13/25	0
0577	Install carpet 2nd floor	9	08/18/25	08/28/25	0



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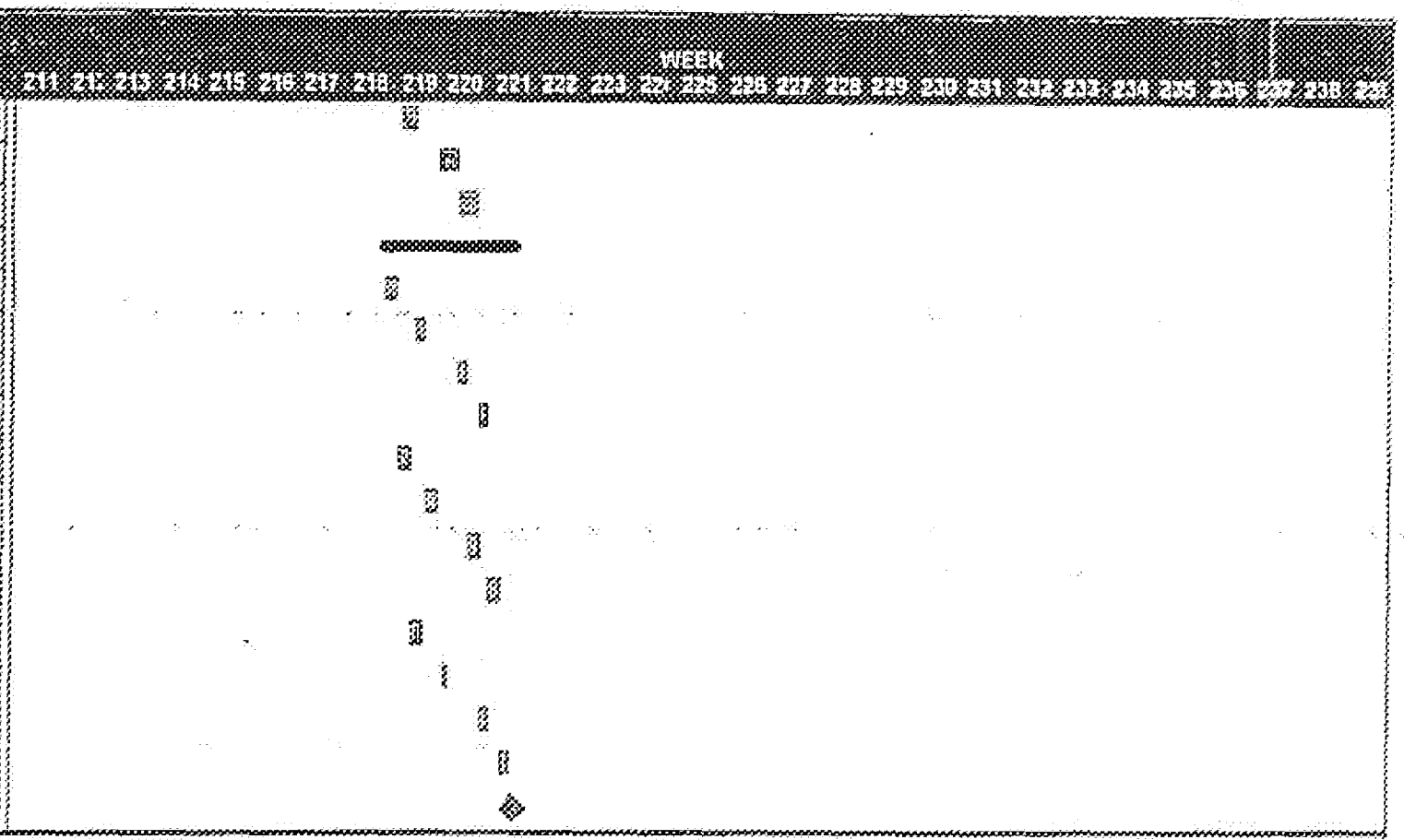
Type V

MW Contract Schedule

- Early bar
- Progress bar
- Critical bar
- Summary bar
- Progress point
- Critical point
- Summary point
- Start milestone point
- Finish milestone point

JA0001750175

Activity ID	Description	Remaining Duration	Early Start	Early Finish	Resource Lag
0578	Install carpet 3rd floor	9	09/05/25	09/17/25	0
0579	Install carpet 4th floor	9	10/02/25	10/14/25	0
0580	Install carpet 1st floor	9	10/15/25	10/27/25	0
0659	Close Out	59	08/29/25	11/19/25	0
0660	Pre punch 2nd floor	5	08/29/25	09/04/25	0
0661	Pre punch 3rd floor	5	09/18/25	09/24/25	0
0662	Pre punch 4th floor	5	10/15/25	10/21/25	0
0663	Pre punch 1st floor	5	10/28/25	11/03/25	0
0664	Punchlist 2nd floor	7	09/05/25	09/15/25	0
0665	Punchlist 3rd floor	7	09/25/25	10/03/25	0
0666	Punchlist 4th floor	7	10/22/25	10/30/25	0
0667	Punchlist 1st floor	7	11/04/25	11/12/25	0
0668	Final clean 2nd floor	5	09/16/25	09/22/25	0
0669	Final clean 3rd floor	5	10/06/25	10/10/25	0
0670	Final clean 4th floor	5	10/31/25	11/06/25	0
0671	Final clean 1st floor	5	11/13/25	11/19/25	0
0672	Building Completion	0		11/19/25	0



Start date	07/20/07 8:00PM
Finish date	11/19/25 4:59PM
Data date	01/01/25 8:00PM
Run date	09/06/07 8:00PM
Page number	4A

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Type V

MW Contract Schedule

- Early bar
- Progress bar
- Critical bar
- Summary bar
- Progress point
- Critical point
- Summary point
- Start milestone point
- Finish milestone point

JA000176

EXHIBIT D

Minimum Requirements for Grey Shell Completion

General Contractor must complete the following pursuant to the Plans and Specifications:

1. **Masonry**

   Reinforced concrete elevator shafts and stairwell

2. **Thermal and Moisture Protection**

   a. Stucco
   b. Roof system consists of EPDM membrane roofing

3. **Concrete**

   a. Minimum 16" reinforced normal weight concrete = 1st Floor
   b. Floor slab; concrete slab on deck = 2nd, 3rd, 4th Floors

4. **Heating, Ventilation and Air-Conditioning**

   Pre-fabricated HVAC curbs with G.I. flashing caps

5. **Electrical**

   a. 277/480V three-phase electrical service entrance sections
   b. 200 amp 277/480V three-phase service for each 1,800 net square feet (amperage may be increased at Buyer's expense or upon availability at Seller's discretion)

6. **Automatic Fire Sprinkler System**

   Fire sprinkler system designed in accordance with the Clark County and ANSI/NFPA standards for Light Hazard, Office Occupancy, but not including pendant heads.

7. **Additional**

   Any other Work necessary for the Building 2 and 3 buyers and tenants to commence their improvements to the grey shell.

EXHIBIT E

Insurance Provisions

ARTICLE I: OWNER CONTROLLED INSURANCE PROGRAM.

1.01 Overview. Developer has arranged with Beecher Carlson (the "OCIP Administrator") for the Project to be insured under an Owner/Developer Controlled Insurance Program (the "OCIP"). The OCIP is more fully described in the OCIP Manual (the "Insurance Manual") to be delivered to General Contractor on the Effective Date. The OCIP will provide to the Enrolled Parties commercial general liability insurance, and excess liability insurance, as summarily described below (the "OCIP Coverages"). Developer reserves the right, in its sole discretion, to include or exclude any party from the OCIP.

1.02 Enrolled Parties and Their Insurance Obligations. The OCIP Coverages shall cover the following "Enrolled Parties": (a) Developer; (b) the eligible General Contractor and the Third-Party Service Providers that enroll in the OCIP; and (c) such other persons or entities as Developer, in its sole discretion, may designate and who enroll in the OCIP. Enrolled Parties shall obtain and maintain, and shall require each of their subcontractors and sub-subcontractors to obtain and maintain the insurance coverage specified in Article 2 below and in the Insurance Manual. It is mandatory for the eligible General Contractor and the Third-Party Service Providers to enroll in the OCIP and comply with all administrative, insurance and other requirements specified in this **Exhibit E**, the Insurance Manual, or elsewhere in the Contract Documents.

1.03 Excluded Parties and Their Insurance Obligations. The OCIP Coverages do not cover the following "Excluded Parties", who shall obtain and maintain the insurance coverage specified in Article 2 below and in the Insurance Manual:

(a) Those performing asbestos abatement, hazardous materials remediation, removal, abatement, and/or transportation and their consultants;

(b) Architects, surveyors, engineers, soil testing engineers, and those providing other consulting services;

(c) Vendors, suppliers, fabricators, material dealers, truckers, haulers, drivers, and others who merely transport, pickup, deliver or carry materials, personnel, parts, or equipment or any other items or persons to or from the Project Site;

(d) Contractors and the Third-Party Service Providers who do not perform any Work on the Project Site during the term of the Agreement;

(e) Those performing emergency work on an immediate, short-term basis; and

(f) Any individuals or entities not specifically identified in this Exhibit E or excluded from the OCIP by Developer, in its sole discretion, even if otherwise eligible.

1.04 Definitions. Capitalized terms not otherwise defined herein shall have the meanings set forth in the AIA General Conditions.

1.05 OCIP Insurance Policies Establish OCIP Coverages. The OCIP Coverages summarized in this Exhibit E and other Contract Documents are set forth in full in their respective insurance policy forms. The summary descriptions of the OCIP Coverages in this Exhibit E or in the Insurance Manual are not intended to be complete or alter any provision of the actual OCIP insurance policies. In the event that any provision of this Exhibit E, the Insurance Manual, or the Contract Documents conflicts with the any of the OCIP Insurance policies, the OCIP insurance policies shall govern. Enrolled Parties shall be deemed to have reviewed and analyzed the OCIP binders, specimen policies and endorsements, including exclusions from coverage, which are available for inspection at the OCIP Administrator's office.

1.06 Summary of OCIP Coverages. The OCIP Coverages apply only to those operations of each Enrolled Party performed at the Project Site in connection with the Work and only to Enrolled Parties that are eligible for the OCIP, even if erroneously enrolled in the OCIP. The OCIP Coverages will not cover Work off of the Project Site. The OCIP shall provide only the following insurance to eligible and Enrolled Parties:

(a) Commercial General Liability ("CGL") Insurance.

Each Occurrence Limit	$2,000,000
Personal/Advertising Injury	$2,000,000
General Aggregate Limit for all Enrolled Parties	$2,000,000
10 Years Products & Completed Operations Extension Aggregate for all Enrolled Parties	$2,000,000

(b) Excess Liability Insurance

Developer shall provide a total of $25,000,000 of Excess Liability insurance, 10 Years Products & Completed Operations Extension Aggregate for all Enrolled Parties.

Each Occurrence Limit	$25,000,000
General Aggregate Limit for all Enrolled Parties	$25,000,000
Products & Completed Operations Aggregate for all Enrolled Parties	$25,000,000

1.07 Developer's OCIP Obligations and Rights.

(a) **Premiums.** Developer shall pay the costs of premiums for the OCIP Coverages. Developer will receive or pay, as the case may be, all adjustments to such costs, whether by way of dividends, retroactive adjustments, return premiums, refunds, audits, or otherwise. General Contractor and the Third-Party Service Providers shall and hereby do assign to Developer the right to receive all such adjustments.

(b) **Other Insurance and General Contractor Obligations.** Developer assumes no obligation to provide insurance other than as specified in this Exhibit E and the OCIP insurance policies. Developer's furnishing of the OCIP Coverages shall in no way relieve or limit, or be construed to relieve or limit, General Contractor or any of the Third-Party Service Providers of any responsibility, liability, or obligation imposed by the Contract Documents, the OCIP insurance policies, or by law including, without limitation, any indemnification obligations due to Developer.

(c) **Developer's Election to Substitute, Modify or Discontinue OCIP Coverages.** Developer may, for any reason, modify the OCIP Coverages, discontinue the OCIP Coverages, or any portion thereof, or request that General Contractor or any of the Third-Party Service Providers to withdraw from the OCIP ("Developer OCIP Change"). The OCIP Coverages may also be cancelled or invalidated due to causes beyond Developer's reasonable control ("Unforeseen OCIP Change"). In the event of a Developer OCIP Change or an Unforeseen OCIP Change, case, Developer shall also use its best efforts to secure replacement of or alternatives to the OCIP Coverages. However, if such replacement or alternatives are unacceptable or unavailable to Developer, upon such notice, General Contractor and/or one or more of the Third-Party Service Providers, as specified by Developer in such notice, shall obtain and thereafter maintain during the performance of the Work, and any extended periods specified in such notice, all (or a portion thereof as specified by Developer) of the OCIP Coverages upon 30 calendar days' written notice. In the event that General Contractor and/or the Third-Party Service Providers secure such alternative OCIP Coverages, Developer shall compensate General Contractor for the cost of such insurance based on the fair market price for such coverage up to a maximum of the unused portion of the original insurance deduction. The General Contractor shall endeavour to secure insurance pursuant to the limits of liability, cost and issuing company as set forth in this Exhibit E. Developer reserves the right at its option, without obligation to do so, to furnish other insurance coverage of various types and limits provided that such coverage is not less than that specified in this Exhibit E.

(d) **Adjustment of OCIP Claims.** General Contractor and the Third-Party Service Providers shall assist Developer, its agents and the OCIP Administrator and provide the utmost cooperation in the adjustment of claims

arising out of the operations conducted under, or in connection with, the Project and shall cooperate with each insurance company named on the OCIP insurance policies (the "OCIP Insurer") in claims and demands that arise out of the Work and that the OCIP Insurers are called upon to adjust or resist.

(e) **Developer's Right to Audit.** General Contractor agrees that Developer, its officers, agents, representatives, the OCIP Administrator and/or any OCIP Insurer may audit the records, including but not limited to payroll records, books and records, insurance coverages, policies, insurance cost information of General Contractor and the Third-Party Service Providers to confirm their accuracy.

(f) **Deductions from and Withholding of Payments.**

(i) Developer may deduct from any payment owing to General Contractor, the Costs of OCIP Coverages, as defined below, if such costs are included in any request for payment from General Contractor. In the event an audit of the records of General Contractor or the Third-Party Service Providers reveal a discrepancy in the insurance, payroll, receipts, safety, or any other information required by this Agreement to be provided by General Contractor to Developer, or to the OCIP Administrator, or reveals the inclusion of Costs of OCIP Coverage in any payment for the Work, Developer shall have the right to full deduction from the payment request and the Contract Sum/GMP of all such Costs of OCIP Coverages.

(ii) In the event that audited actual payroll or receipts exceeds the amount originally projected and reported to Developer and the OCIP Administrator at the time of enrollment, Developer shall deduct from any payment request and the Contract Sum/GMP the additional premium charged to Developer for such increased payroll, based upon Costs of OCIP Coverages set forth in the Enrollment Forms.

(iii) Developer shall deduct from any payment request and the Contract Sum/GMP the Builder's Risk SIR Deduction Obligation defined in Section 4.03 below.

(iv) In the event that General Contractor fails to deliver proof of coverage required by this **Exhibit E** to be provided by General Contractor or any Third-Party Service Provider or such coverage is cancelled or substantially modified, Developer may procure the coverage required by this **Exhibit E** and deduct the costs from any payment request and the Contract Sum/GMP.

(v) General Contractor is solely responsible for the recovery from the Third-Party Service Providers of any deductions from any payment requests and the Contract Sum/GMP attributable such Third-Party Service Providers.

(vi) If General Contractor or the Third-Party Service Providers fail to timely and properly comply with the provisions of this Exhibit E or the Insurance Manual, Developer may withhold any payments due General Contractor or the Third-Party Service Providers until such time as they have performed such requirements.

(g) **Other Remedies.** Developer may deem the failure or refusal of General Contractor or the Third-Party Service Providers to timely and properly comply with the provisions of this Exhibit E or the Insurance Manual a default of a material obligation of the Agreement, and thereupon Developer may proceed to exercise any right or remedy provided for under the Agreement or at law.

1.08 General Contractor's OCIP Obligations and Warranties.

(a) **General Contractor Representations and Warranties.** General Contractor, on behalf of itself, and the Third-Party Service Providers, represents and warrants to Developer that:

(i) All information they submit to Developer, the OCIP Administrator, or an OCIP Insurer shall be accurate and complete;

(ii) They have had the opportunity to read and analyze copies of the OCIP binders and specimen policies and endorsements that are on file in the OCIP Administrator's office. Any reference or summary in this Agreement, the Insurance Manual, or elsewhere in any Contract Documents as to amount, nature, type or exient of OCIP Coverages and/or potential applicability to any potential claim or loss is for reference only. General Contractor and the Third-Party Service Providers have not relied upon such references but solely upon their own independent review and analysis of the OCIP insurance policies in formulating any understanding and/or belief as to amount, nature, type or extent of any OCIP Coverages and/or its potential applicability to any potential claim or loss;

(iii) The Costs of OCIP Coverages, as herein defined, were not included in General Contractor's or the Third-Party Service Providers' bid or proposal for the Work or the Contract Sum, and will not be included in any Change Order pricing proposal, Change Order, or any request for payment for the Work or extra work. The "Costs of OCIP Coverages", is defined as the amount of General Contractor's and the Third-Party Service Providers' reduction in insurance costs (including tax and mark-ups thereon) due to eligibility for OCIP Coverages as determined by Developer using the Enrollment Forms and information available to Developer and/or the OCIP Administrator regarding the costs of similar coverages taking into account limits of liability coverages and rating of the insurer(s); and

(iv) They acknowledge that Developer shall not pay or compensate General Contractor or the Third-Party Service Providers, in any manner, for Costs of OCIP Coverages.

(b) **Enrollment in and Administration of OCIP.** General Contractor shall:

(i) Incorporate the terms of this **Exhibit E** into all Third-Party Areements and shall require the Third-Party Service Providers to incorporate the terms of this **Exhibit E** in all of their subcontractor agreements.

(ii) Accurately and fully complete and shall require all of the Third-Party Service Providers to accurately and fully complete the OCIP Enrollment Forms (collectively "Enrollment Forms") located in the Insurance Manual and submit them to the OCIP Administrator at least two weeks prior to commencement of the Work of each Third-Party Service Provider.

(iii) Comply with all of the administrative, safety, insurance, and other requirements outlined in this **Exhibit E**, the Insurance Manual, the OCIP insurance policies, or elsewhere in the Contract Documents.

(iv) Provide each of the Third-Party Service Providers with a copy of the Insurance Manual and assist the Third-Party Service Providers with compliance with the provisions of the OCIP insurance policies, the Insurance Manual, this **Exhibit E** and the Contract Documents. The failure of: (A) Developer to include the Insurance Manual in the bid documents or (B) General Contractor to provide each of the eligible Third-Party Service Providers with a copy of same, shall not relieve General Contractor or any of the Third-Party Service Providers from any of the obligations contained therein.

(v) Acknowledge and agrees that Developer shall use the completed Enrollment Forms and information available to Developer and the OCIP Administrator to calculate General Contractor's and the Third-Party Service Providers' Costs of OCIP Coverages. General Contractor agrees that Developer is entitled to and may deduct from any payments requests and the Contract Sum/GMP, the Costs of OCIP Coverage and other amounts as provided in Section 1.07(f).

(vi) Acknowledge, and shall require all of the Third-Party Service Providers to acknowledge in writing, that Developer and the OCIP Administrator are not agents, partners or guarantors of the OCIP Insurers and that Developer is not responsible for any claims or disputes between or among General Contractor, the Third-Party Service Providers, and any OCIP Insurer(s). Any type of insurance coverage or limits of liability in addition to the OCIP Coverages that General Contractor or any Third-Party Service Provider requires for its or their own protection, or that is required by applicable laws or regulations, shall be General Contractor's or the Third-Party Service Providers'

sole responsibility and expense and shall not be billed or passed through to Developer.

(vii) Cooperate fully with the OCIP Administrator and the OCIP insurers, as applicable, in its or their administration of the OCIP.

(viii) Maintain or cause to be maintained sufficient records as may be necessary to audit its compliance, and that of the Third-Party Service Providers, with the requirements of the OCIP.

(ix) Provide, within five business days of Developer's or the OCIP Administrator's request, all records or information as requested of General Contractor or the Third-Party Service Providers. Such information may include but not be limited to, payroll records, certified copies of insurance coverages, declaration pages of coverages, rate pages, certificates of insurance, underwriting data, experience modification rating ("EMR"), prior loss history information, safety records or history, OSHA citations, or such other data or information as Developer, the OCIP Administrator, or OCIP Insurers may request in the administration of the OCIP, or as required by the Insurance Manual.

(c) Assignment of OCIP Refunds and Dividends. General Contractor, in consideration of the agreement of Developer to arrange for OCIP Coverages and pay premiums as provided by this **Exhibit E** for General Contractor, the Third-Party Service Providers, and for other good and valuable consideration, hereby assigns to Developer all return premiums, premium refunds, dividends, and any monies due or to become due under the OCIP insurance policies. General Contractor shall require all of the Third-Party Service Providers to assign to Developer all return premiums, premium refunds, dividends, and any monies due or to become due under the OCIP insurance policies.

(d) No Work at the Project Site Prior to Enrollment in the OCIP. Under no circumstances shall any General Contractor or any Third-Party Service Provider eligible for coverage under the OCIP commence Work at the Project Site without having submitted to Developer completed and executed Enrollment Forms and without having an OCIP certificate of insurance issued in the name of such General Contractor or Third-Party Service Providers by the OCIP Administrator. It is the sole responsibility of General Contractor to ensure that all eligible Third-Party Service Providers performing Work on the Project Site are properly and timely enrolled in the OCIP. General Contractor's failure or refusal concerning its obligations in this regard may be deemed by Developer to be a default of a material obligation.

1.09 OCIP Coverages; No Developer Warranty. The Developer does not warrant or represent that the OCIP Coverages constitute an insurance portfolio that adequately addresses the risks of General Contractor or the Third-Party Service Providers. General Contractor and the Third-Party Service Providers shall

satisfy themselves as to the existence, extent and adequacy of the OCIP Coverages prior to the commencement of Work under the Agreement.

ARTICLE II: ADDITIONAL NON-OCIP COVERAGE REQUIRED FROM ENROLLED PARTIES AND EXCLUDED PARTIES

2.01 Conditions of Non-OCIP Coverage Provided by Enrolled General Contractor and the Third-Party Service Providers. General Contractor shall provide and maintain insurance, and shall require each Third-Party Service Provider to provide and maintain insurance for the duration of the Agreement through Final Completion, and any extended periods required, of the type and in the limits as set forth below in a form and from insurance companies reasonably acceptable to Developer ("Non-OCIP Coverage"). As to Enrolled Parties, commercial general liability shall be only for off-site activities or operations not insured under the OCIP Coverages. All Non-OCIP Coverage may be provided in single policy or multiple policies (primary and excess), including an umbrella form. The insurance required by this Article 2 shall conform to the requirements outlined in the Insurance Manual. Such insurance shall provide the coverages set forth in this Article 2 under the conditions set forth in Article 3 below:

2.02 Summary of Non-OCIP Coverages. General Contractor shall obtain and maintain, and shall require each of the Third-Party Service Providers, to obtain and maintain, for the duration of the Agreement until Final Completion of the Work or such extended periods set forth below, the insurance coverages described below, from insurance companies reasonably acceptable to Developer. The insurance limits may be provided through a combination of primary and excess policies, including an umbrella form of policy.

(a) Workers' Compensation Insurance. Workers' Compensation Insurance is subject to statutory limits.

(b) Employer's Liability Insurance.

Type	Limits
Bodily Injury by Accident, Each Accident	$1,000,000
Bodily Injury by Disease, Each Employee	$1,000,000
Bodily Injury by Disease, Policy Limit	$1,000,000

(c) Commercial General Liability Insurance. Commercial General Liability insurance on an occurrence form insuring Personal Injury and Property Damage against the hazards of Premises and Operations (including explosions, collapse and underground damage), Products and Completed Operations, Independent Contractor and Contractor's Liability (specifically covering the indemnity provisions set forth in the Agreement) for all operations of the party required to furnish same, including hazards of operations, independent

contractors, employees as additional insureds, completed operations, with contractual liability coverage (for contracts related to the Work), for personal injury, bodily injury and property damage of insurance provided on a primary/non-contributing basis with limits in an amount not less than:

Each Occurrence Limit Aggregate	$1,000,000
Personal/Advertising Injury Aggregate	$1,000,000
General Aggregate	$2,000,000
Products and Completed Operations Aggregate	$2,000,000

(d) **Excess Liability Insurance**

General Contractor	
Per Occurance	$25,000,000
Aggregate	$25,000,000

Third-Party Service Providers	
Per Occurance	$5,000,000
Aggregate	$5,000,000

(e) **Automobile Liability Insurance.** Standard Commercial Automobile Liability insurance covering all owned, non-owned and hired automobiles, trucks, and trailers of General Contractor and the Third-Party Service Providers. Such insurance shall provide coverage not less than that of the Standard Comprehensive Automobile Liability policy with a combined single limit of not less than that $1,000,000 for bodily injury/property damage.

2.03 **Evidence of Non-OCIP Coverages.** On the Effective Date, and thereafter, prior to each Third-Party Service Provider's mobilization on the Project Site, and as a condition to payment of each Application for Payment, General Contractor shall deliver to the OCIP Administrator, certificates of insurance and required endorsements evidencing the Non-OCIP Coverages required by this Article 2. Upon Developer's request, General Contractors and the Third-Party Service Providers shall furnish satisfactory proof of coverage of each type of coverage required by this Article 2, including certified copies of the insurance policies or renewals or replacements, certificates, endorsements, and renewals, all in form and content acceptable to Developer. Failure or refusal of General Contractor to so deliver proof of coverage may be deemed by Developer to be a default of a material obligation of General Contractor under the Contract Documents, and thereupon Developer may procure such coverage and deduct the costs from any payment request and the Contract Sum/GMP and may otherwise proceed to exercise any right or remedy provided for under the Contract Documents or at law. Failure of Developer or OCIP Administrator to demand such certificate or other evidence of full compliance with these

insurance requirements or failure of the owner to identify a deficiency from evidence provided will not be construed as a waiver of the contractor's obligation to maintain such insurance. The acceptance by Developer or OCIP Administrator of any certificate of insurance evidencing the required coverages and limits does not constitute approval or agreement by Developer that the insurance requirements have been met or that the insurance policies shown in the certificates of insurance are in compliance with the requirements of this Exhibit.

2.04 **No Work at the Project Site Without Non-OCIP Coverages.** Under no circumstances shall any General Contractor or the Third-Party Service Providers commence Work at the Project Site without having all Non-OCIP Coverages issued and in effect in accordance with the provisions of this Article 2. General Contractor's failure or refusal concerning General Contractor's obligations in this regard may be deemed by Developer to be a default of a material obligation.

2.05 **General Contractor's Breach.** General Contractor's failure to procure or maintain required insurance and to assure that all Third-Party Service Providers maintain required insurance during the entire term of the Agreement shall constitute a material breach of the Agreement under which Developer may immediately suspend or terminate the Agreement or, at its discretion, procure or renew such insurance to protect Developer's interests and pay any and all premiums in connection therewith, and withhold or recover all monies so paid from General Contractor.

ARTICLE III: CONDITIONS OF INSURANCE PROVIDED BY ENROLLED PARTIES AND EXCLUDED PARTIES

3.01 **Primary and Non-Contributing Coverage Endorsement.** The insurance required by Article 2 above (except for automobile liability) shall be endorsed to provide that its coverage is primary and non-contributing with other insurance, if any, carried by Developer, its agents and their respective officers, employees and representatives.

3.02 **Filing of Claims.** General Contractor and the Third-Party Service Providers shall provide notice of potential occurrences or potential claims under the policies provided under Article 2 to Developer and OCIP Administrator. It is expressly understood that General Contractor and the Third-Party Service Providers may not file a claim for coverage under the OCIP without the express written consent of Developer. Developer may grant or refuse such consent in its sole and absolute discretion. Developer may, in its sole and absolute discretion, file a claim for coverage under the OCIP at anytime and from time to time solely by providing notice to the OCIP Administrator.

3.03 **Status of Insurance Carriers.** All insurance required by Article 2 shall be written with insurance companies licensed and admitted to do business in Nevada and having a rating of A- VIII or higher from A.M. Best's Company or an

equivalent rating group and limits equaling or exceeding this minimum, for the duration of the Agreement through Final Completion and any extended periods as provided for herein.

3.04 Replacement Coverage by Developer. Should any policy of insurance required under Article 2 be canceled and General Contractor fails to immediately procure replacement insurance, Developer reserves the right to procure such insurance and to deduct the premium cost thereof and other costs incurred by Developer in connection therewith from any sum then or thereafter due General Contractor under the Contract Documents.

3.05 Additional Insureds Endorsement Schedule. All insurance policies required by Article 2 above, shall be written or endorsed to state that the coverage to be provided to the additional insureds is primary and non-contributing with respect to any other insurance available to the additional insureds. All insurance policies required by Article 2 above, except workers' compensation coverage, shall be endorsed to include Gemstone Development West, Inc., including its officers, directors, members, employees, representatives, and agents, as Additional Insureds.

3.06 Subrogation and Waiver Endorsement (General Contractor and the Third-Party Service Provider Provided Insurance Coverages). As required by Article V below, General Contractor shall require all policies of insurance required by Article 2 to be endorsed include clauses providing that each insurance underwriter shall waive all its rights of recovery, under subrogation or otherwise, against Developer, its agents and their respective officers, members, employees and insurers.

3.07 Notices. All policies of insurance required of General Contractor and the Third-Party Service Providers shall be endorsed to provide that the insurance company shall notify Developer, General Contractor, and the additional Insureds, at least 30 calendar days prior to the effective date of any cancellation, non-renewal or reduction of the limits of liability of such policies.

ARTICLE IV: BUILDER'S RISK INSURANCE

4.01 Summary of Coverage. Developer shall provide Builder's Risk Insurance on an "all risk" policy form, covering the project (the "Builder's Risk Policy"). This insurance shall include the interests of and name as insureds, Developer, General Contractor, and the Third-Party Service Providers.

4.02 Filing of Claims. General Contractor and the Third-Party Service Providers shall provide notice to Developer of potential occurrences or potential claims under the Builder's Risk Policy. It is expressly understood that General Contractor and the Third-Party Service Providers may not file a claim for coverage under the Builder's Risk Policy without the express written consent of Developer. Developer may grant or refuse such consent in its sole and absolute

discretion. Developer may, in its sole and absolute discretion, file a claim for coverage under the Builder's Risk Policy at anytime and from time to time.

4.03 Builder's Risk Insurance Payments. Payments by the OCIP Insurer(s) for all losses covered under the Builder's Risk Policy will be made to Developer, as fiduciary, for the interest of all parties.

4.04 Equipment, Tools, and Personal Effects. The Developer is not responsible for loss or damage to, or for obtaining insurance on, temporary structures, construction equipment, tools, or personal effects owned or rented by, or in the care, control, or custody of the General Contractor or any Third-Party Service Providers of any tier.

ARTICLE V: MISCELLANEOUS

5.01 Contractor's Obligation. The OCIP Coverages and Builders Risk Policy are subject to self-insured retentions or deductibles (collectively, the "SIR"). General Contractor shall pay to Developer a sum, up to a maximum of the amount of the SIR for each occurrence included in the respective policies, including court costs, attorneys' fees and costs of defense for bodily injury or property damage, to the extent losses payable under the OCIP Coverages and Builders Risk Policy are attributable to the Work, acts or omissions of General Contractor or any Third-Party Service Provider. Developer has the right to deduct from any payment owing to General Contractor any amounts owed by General Contractor to Developer pursuant to this Section 5.01.

5.02 Safety. General Contractor shall be solely responsible for safety on the Project. General Contractor shall establish a safety program that, at a minimum, complies with all local, state and federal safety standards, and any safety standards established by Developer for the Project, including construction safety standards.

5.03 No Waiver of General Contractor's Obligations and Duty of Care. Nothing contained in this Exhibit E or the Insurance Manual shall be construed to relieve General Contractor or any of the Third-Party Service Providers of their respective obligations to exercise due care in the performance of their duties in connection with the Work and complete the Work in strict compliance with the Contract Documents.

5.04 Waiver of Subrogation. To the fullest extent permitted by law, General Contractor hereby waives, all rights of recovery under subrogation against Developer, its officers, agents, or employees, insurers and any other general contractor or Third-Party Service Provider. General Contractor shall also require that all General Contractor-maintained insurance coverage related to the Work include clauses providing that each insurer shall waive all of its rights of recovery by subrogation against General Contractor together with the same parties referenced immediately above in this Article V. To the fullest extent

permitted by law, General Contractor shall require similar written express waivers and insurance clauses from each of the Third-Party Service Providers. A waiver of subrogation shall be effective as to any individual or entity even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, (b) did not pay the insurance premium directly or indirectly, and (c) whether or not such individual or entity has an insurable interest in the property damaged.

5.05 Additional Insurance. Nothing contained in the Contract Documents or otherwise shall prohibit General Contractor, the Third-Party Service Providers, Excluded Parties or any other entity providing or performing the Work from purchasing any additional insurance or coverage which he, she or it believes is necessary to protect such person or entity from any liability arising under the Contract Documents, the Project or the Work. Any such additional insurance procured by such person or entity shall be at the procuring party's sole expense.

EXHIBIT F

AIA General Conditions

AIA® Document A201™ – 1997

General Conditions of the Contract for Construction

for the following PROJECT:
Gemstone

THE OWNER:
Gemstone

THE ARCHITECT:
Gemstone

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document has been approved and endorsed by The Associated General Contractors of America

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Agreement between Owner and Contractor (hereinafter the Agreement), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include other documents such as bidding requirements (advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or portions of Addenda relating to bidding requirements).

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and Contractor, (2) between the Owner and a Subcontractor or Sub-subcontractor, (3) between the Owner and Architect or (4) between any persons or entities other than the Owner and Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 THE PROJECT MANUAL

The Project Manual is a volume assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

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§ 1.3 CAPITALIZATION

§ 1.3.1 Terms capitalized in these General Conditions include those which are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

§ 1.4.1 In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 EXECUTION OF CONTRACT DOCUMENTS

§ 1.5.1 The Contract Documents shall be signed by the Owner and Contractor. If either the Owner or Contractor or both do not sign all the Contract Documents, the Architect shall identify such unsigned Documents upon request.

§ 1.5.2 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 1.6 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.6.1 The Drawings, Specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service through which the Work to be executed by the Contractor is described. The Contractor may retain one record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect or the Architect's consultants, and unless otherwise indicated the Architect and the Architect's consultants shall be deemed the authors of them and will retain all common law, statutory and other reserved rights, in addition to the copyrights. All copies of Instruments of Service, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' copyrights or other reserved rights.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 The Owner shall, at the written request of the Contractor, prior to commencement of the Work and thereafter, furnish to the Contractor reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Furnishing of such evidence shall be a condition precedent to commencement or continuation of the Work. After such evidence has been furnished, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

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§ 2.2.2 Except for permits and fees, including those required under Section 3.7.1, which are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 Information or services required of the Owner by the Contract Documents shall be furnished by the Owner with reasonable promptness. Any other information or services relevant to the Contractor's performance of the Work under the Owner's control shall be furnished by the Owner after receipt from the Contractor of a written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, such copies of Drawings and Project Manuals as are reasonably necessary for execution of the Work.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

§ 2.3.1 If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or persistently fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

§ 2.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may after such seven-day period give the Contractor a second written notice to correct such deficiencies within a three-day period. If the Contractor within such three-day period after receipt of such second notice fails to commence and continue to correct any deficiencies, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or

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omissions discovered by the Contractor shall be reported promptly to the Architect as a request for information in such form as the Architect may require.

§ 3.2.2 Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Architect, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but any nonconformity discovered by or made known to the Contractor shall be reported promptly to the Architect.

§ 3.2.3 If the Contractor believes that additional cost or time is involved because of clarifications or instructions issued by the Architect in response to the Contractor's notices or requests for information pursuant to Sections 3.2.1 and 3.2.2, the Contractor shall make Claims as provided in Sections 4.3.6 and 4.3.7. If the Contractor fails to perform the obligations of Sections 3.2.1 and 3.2.2, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any resulting loss or damage.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 The Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 3.5 WARRANTY

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions

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not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

§ 3.6.1 The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES AND NOTICES

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Architect and Owner in writing, and necessary changes shall be accomplished by appropriate Modification.

§ 3.7.4 If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Architect and Owner, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents:

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances;

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner in sufficient time to avoid delay in the Work.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits

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current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare and keep current, for the Architect's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Architect reasonable time to review submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

§ 3.11.1 The Contractor shall maintain at the site for the Owner one record copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record field changes and selections made during construction, and one record copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action.

§ 3.12.6 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued

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IN THE SUPREME COURT OF THE STATE OF NEVADA

Supreme Court Case No. 77320
***Consolidated with* 80508**

HELIX ELECTRIC OF NEVADA, LLC,

Appellant,

v.

APCO CONSTRUCTION, INC., A NEVADA CORPORATION,

Respondent.

JOINT APPENDIX
VOLUME 4

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Docket 77320 Document 2020-37997

CHRONOLOGICAL APPENDIX OF EXHIBITS

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06-24-09	**Helix Electric's Statement of Facts Constituting Lien and Third-Party Complaint**	**JA000001-JA000015**	**1**
08-05-09	**APCO's Answer to Helix's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint**	**JA000016 – JA000030**	**1**
04-26-10	**CAMCO and Fidelity's Answer and CAMCO's Counterclaim**	**JA000031-JA000041**	**1**
07-02-10	**Order Striking Defendant Gemstone Development West, Inc.'s Answer and Counterclaim and Entering Default**	**JA000042-JA000043**	**1**
06-06-13	**APCO's Limited Motion to Lift Stay for Purposes of this Motion Only; (2) APCO's Motion for Summary Judgment Against Gemstone Only; and (3) Request for Order Shortening Time**	**JA000044-JA000054**	**1**
	Exhibit 1 – Affidavit of Randy Nickerl in Support of (I) APCO's Limited Motion to Lift Sta for Purposes of this Motion Only; (2) APCO's Motion for Judgment Against Gemstone Only	JA000055-JA000316	1/2/4/5/6
	Exhibit 2 – Findings of Fact and Conclusions of Law and Judgment in Favor of APCO Construction Against Gemstone Development West, Inc. Only	JA000317-JA000326	6

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08-02-17	**Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements and *Ex Parte* Application for Order Shortening Time**	**JA000328-JA000342**	**6**
	Exhibit 1 – APCO Construction's Answers to Helix Electric of Nevada, LLC's First Request for Interrogatories	JA000343-JA00379	6
	Exhibit 2 – Camco Pacific Construction Company, Inc.'s Responses to Helix Electric of Nevada, LLC's Interrogatories	JA000380-JA000392	6
08-21-17	**APCO Construction's Opposition to Peel Brimley Lien Claimants' Partial Motion for Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements**	**JA000393-JA000409**	**6/7**
	Exhibit A – Excerpt from 30(b)(6) Witness for Helix Electric of Nevada, LLC taken July 20, 2017	JA000410-JA000412	7
09-28-17	**Peel Brimley Lien Claimants' Reply to Oppositions to Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements**	**JA000413-JA00418**	**7**
11-06-17	**Peel Brimley Lien Claimants' Motion in Limine Nos. 1-6**	**JA000419-JA000428**	**7**

Date	Description	Bates Number	Volume(s)
	Exhibit 1 – Notice of Entry of Order	JA000429 JA000435	7
	Exhibit 2 – Amended Notices of 30(b)(6) Deposition of Camco Pacific Construction Company, Inc. from Cactus Rose Construction, Inc., Fast Glass, Inc.'s, Heinaman Contract Glazing, Inc. and Helix Electric of Nevada, LLC's	JA000436-JA000472	7/8
	Exhibit 3 – Excerpt from David E. Parry's Deposition Transcript taken June 20, 2017	JA000473 JA00489	8
	Exhibit 4 – Cactus Rose Construction, Inc.'s First Set of Request for Admissions to Camco Pacific Construction	JA00490 JA000500	8
	Exhibit 5 – Fast Glass, Inc.'s First Set of Request for Admissions to Camco Pacific Construction	JA000501-JA000511	8
	Exhibit 6 – Heinaman Contract Glazing, Inc.'s First Set of Request for Admissions to Camco Pacific Construction	JA000512-JA000522	8
	Exhibit 7 – Helix Electric of Nevada, LLC's First Set of Request for Admissions to Camco Pacific Construction	JA000523-JA000533	8
11-06-17	**Helix Electric of Nevada's Motion *in Limine* Nos. 1-4**	**JA000534-JA000542**	**8**
	Exhibit 1 – Notice of Entry of Order	JA000543-JA000549	8
	Exhibit 2 – Helix Electric of Nevada, LLC's Amended Notice of 30(b)(6) Deposition of APCO Construction	JA000550 JA000558	8/9

Date	Description	Bates Number	Volume(s)
	Exhibit 3 - Excerpts from Brian Benson Deposition Transcript taken June 5, 2017	JA000559 JA000574	9
	Exhibit 4 – Excerpts from Mary Jo Allen's Deposition Transcript taken July 18, 2017	JA000575- JA000589	9
11-06-17	**APCO Construction, Inc.'s Omnibus Motion *in Limine***	**JA000590 JA000614**	**9**
	Exhibit 1 – Second Amended Notice of taking NRCP Rule 30(b)(6) Deposition of Person Most Knowledgeable for Zitting Brothers Construction, Inc.	JA000615- JA000624	9
	Exhibit 2 – Zitting Brothers Construction, Inc.'s Motion for Partial Summary Judgment Against APCO Construction	JA000625- JA000646	9
	Exhibit 3 – Excerpts from Samuel Zitting's Deposition Transcript taken October 27, 2017	JA000647- JA000678	9/10
	Exhibit 4 – Statement of Facts Constituting Lien on Behalf of Buchele, Inc.	JA000679- JA000730	10
	Exhibit 5 – Subcontract Agreement dated April 17, 2007	JA000731- JA000808	10/11
	Exhibit 6 – Subcontract Agreement dated April 17, 2007	JA000809- JA000826	11/12
	Exhibit 7 – Email from Mary Bacon dated October 16, 2017	JA000827- JA000831	12
	Exhibit 8 – Email from Mary Bacon dated October 17, 2017	JA000832- JA000837	12
	Exhibit 9 – Email from Eric Zimbelman dated October 17, 2017	JA000838- JA000844	12
	Exhibit 10 – Special Master Report, Recommendation and District Court Order	JA00845- JA000848	12

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	Exhibit 11 – Plaintiff in Intervention, National Wood Products, Inc.'s Initial Disclosures Pursuant to NRCP 16.1	JA000849-JA000856	12
	Exhibit 12 – Plaintiff in Intervention, National Wood Products, Inc.'s First Supplemental Disclosures Pursuant to NRCP 16.1	JA000857-JA000864	12
	Exhibit 13 – Amended Notice of Taking NRCP Rule 30(b)(6) Deposition of Person Most Knowledgeable for Helix Electric of Nevada, LLC	JA000865-JA000873	12
	Exhibit 14 – Excerpts from Helix Electric of Nevada, LLC's 30(b)(6) Witness Deposition Transcript taken July 20, 2017	JA000874-JA000897	12
11-14-17	**Camco Pacific Construction Company, Inc.'s Opposition to Lien Claimants' Motions in Limine Nos. 1-6**	**JA000898-JA000905**	**12**
	Exhibit A – Nevada Construction Services Cost Plus GMP Contract Disbursement Agreement	JA000906-JA000907	12
	Exhibit B – Scott Financial Corporation's April 28, 2009 letter to the Nevada State Contractor's Board	JA000908-JA000915	2/13
	Exhibit C – E-mail from Alex Edelstein dated December 15, 2008 Re: Letter to Subs	JA000916-JA000917	13
	Exhibit D – Camco Pacific's letter dated December 22, 2008	JA000918-JA000920	13
	Exhibit E – Order Approving Sale of Property	JA000921-JA000928	13

Date	Description	Bates Number	Volume(s)
11-14-17	**APCO Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC's Motions *in Limine* Nos. 1-4**	**JA000929-JA000940**	**13/14**
	Exhibit 1 – Excerpts from the Deposition Transcript of Mary Jo Allen taken July 18, 2017	JA000941-JA000966	14/15/16
	Exhibit 2 – Helix Electric's Manhattan West Billing/Payment Status through August 2008	JA000967-JA000969	16/17
	Exhibit 3 – Excerpts from the Deposition Transcript of Andrew Rivera taken July 20, 2017	JA000970-JA000993	17/18/19
11-14-17	**Helix Electric of Nevada's Opposition to APCO Construction's Omnibus Motion *in Limine***	**JA000994-JA001008**	**20**
	Exhibit 1 – Excerpts from the Deposition Transcript of Brian Benson taken June 5, 2017	JA001009-JA001042	20
	Exhibit 2 - Excerpts from the Deposition Transcript of Brian Benson taken June 5, 2017	JA001043-JA001055	20
	Exhibit 3 – Special Master Order Requiring Completion of Questionnaire	JA001056-JA001059	20
	Exhibit 4 – Excerpts from the Deposition Transcript of the 30(b)(6) Witness for Helix Electric of Nevada taken July 20, 2017	JA001060-JA001064	20
	Exhibit 5 - Excerpts from the Deposition Transcript of David E. Parry taken June 20, 2017	JA001065 JA001132	20/21
11-15-17	**APCO Construction, Inc.'s Reply in Support of its Omnibus *Motion in Limine***	**JA001133 JA001148**	**21**

Date	Description	Bates Number	Volume(s)
	Exhibit 1 – Special Master Report Regarding Discovery Status	JA001149-JA001151	21
	Exhibit 2 – Notice of Taking NRCP Rule 30(b)(6) Deposition of the Person Most Knowledgeable for Zitting Brothers Construction, Inc.	JA001152-JA001160	21
12-29-17	**Notice of Entry of Order Granting Peel Brimley Lien Claimants' Motion *in Limine* 1-6**	**JA001161-JA001169**	**22**
12-29-17	**Notice of Entry of Order Granting in Part and Denying in Part Helix Electric of Nevada, LLC's Motion *in Limine* 1-4**	**JA001170-JA001177**	**22**
12-29-17	**Notice of Entry of Order Granting in Part and Denying in Part APCO Construction's Omnibus Motion *in Limine***	**JA001178-JA001186**	**22**
01-03-18	**Notice of Entry of Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements**	**JA001187-JA001198**	**22**
01-04-18	**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 provision on an Order Shortening Time**	**JA001199-JA001217**	**22**
	Exhibit 1 – Subcontract Agreement (Helix Electric of Nevada, LLC)	JA001218-JA001245	22/23/24
	Exhibit 2 – Subcontract Agreement (Zitting Brothers)	JA001246-JA001263	24

Date	Description	Bates Number	Volume(s)
	Exhibit 3 – Subcontract Agreement (CabineTec)	JA001264-JA001281	24/25
	Exhibit 4 – Amended Notice of Lien	JA001282-JA001297	25
	Exhibit 5 - Amended NOL	JA001298-JA001309	25
	Exhibit 6 – Notice of Lien	JA001310-JA001313	25
	Exhibit 7 – Order Approving Sale of Property	JA001314-JA001376	25/26
	Exhibit 8 – Order Releasing Sale Proceeds from Court Controlled Escrow Account	JA001377-JA001380	26
	Exhibit 9 – Order Denying *En Banc* Reconsideration	JA001381-JA001385	26
	Exhibit 10 – Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA001386-JA001392	26
	Exhibit 11 – Notice of Entry of Findings of Fact and Conclusions of Law and Judgment	JA001393-JA001430	26
	Exhibit 12 – Order Big D Construction Corp.'s Motion for Attorney's Fees, Costs and Interest Pursuant to Judgment	JA001431-JA001435	26
	Exhibit 13 – Appellant's Opening Brief (Padilla v. Big D)	JA001436-JA001469	26
	Exhibit 14 – Respondent's Answering Brief	JA001470-JA001516	26/27
	Exhibit 15 – Appellant's Reply Brief (Padilla v. Big D)	JA001517-JA001551	27
01-09-18	**Peel Brimley Lien Claimants' Opposition to APCO Construction's Motion for Reconsideration of Order**	**JA001552-JA001560**	**27**

Date	Description	Bates Number	Volume(s)
	Granting Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements		
01-10-18	**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**	**JA001561-JA001573**	**27**
01-12-18	**Joint Pre-Trial Memorandum [for APCO Construction, Inc., the Peel Brimley Lien Claimants and National Wood Products, LLC ONLY]**	**JA001574-JA001594**	**27/28**
	Exhibit 1 – Exhibit List APCO	JA001595-JA001614	28
	Exhibit 2 – Helix Trial Exhibits	JA001615-JA001616	28
	Exhibit 3 – Exhibit List Plaintiff in Intervention National Wood Products, Inc.	JA001617-JA001635	28
	Exhibit 4 – Cactus Rose Trial Exhibits	JA001636-JA001637	28
	Exhibit 5 – Heinaman Trial Exhibits	JA001638-JA001639	28
	Exhibit 6 – Fast Glass Trial Exhibits	JA001640-JA001641	28
	Exhibit 7 – SWPPP Trial Exhibits	JA001642-JA001643	28
	Exhibit 8 - Order Granting in Part and Denying in Part APCO Construction's Omnibus Motion *in Limine*	JA001644-JA001647	28

Date	Description	Bates Number	Volume(s)
	Exhibit 9 - Amended *nunc pro tunc* order regarding APCO Construction, Inc.'s Omnibus Motion *in Limine* No. 7	JA001648-JA001650	28
	Exhibit 10 - Order Granting in Part and Denying in part Helix Electric of Nevada, LLC's Motions *in Limine* 1-4 (Against APCO Construction)	JA001651-JA001653	28
	Exhibit 11 - order granting Peel Brimley Lien Claimants' Motion in Limine Nos.1-6 (against Camco Pacific Construction, Inc.)	JA001654-JA001657	28
	Exhibit 12 - Order Granting Plaintiff in Intervention, National Wood Products, Inc.'s Motion *in Limine*	JA001658-JA001660	28
	Exhibit 13 - Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA001661-JA00167	28/9/29
01-17-18	**Transcript Bench Trial (Day 1)**[1]	**JA001668-JA001802**	**29/30**
	Trial Exhibit 1 - Grading Agreement ***(Admitted)***	JA001803-JA001825	30
	Trial Exhibit 2 – APCO/Gemstone General Construction Agreement ***(Admitted)***	JA001826-JA001868	30
	Trial Exhibit 3 - Nevada Construction Services /Gemstone Cost Plus/GMP Contract Disbursement Agreement ***(Admitted)***	JA001869-JA001884	30

[1] Filed January 31, 2018

Date	**Description**	**Bates Number**	**Volume(s)**
	Trial Exhibit 4 - APCO Pay Application No. 9 Submitted to Gemstone ***(Admitted)***	JA001885-JA001974	30/31/32
	Trial Exhibit 5 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work ***(Admitted)***	JA001975-JA001978	32
	Trial Exhibit 6 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work ***(Admitted)***	JA001979-JA001980	32
	Trial Exhibit 10 - Letter from J. Barker to A. Edelstein Re: Notice of Intent to Stop Work (Second Notice) ***(Admitted)***	JA001981-JA001987	32
	Trial Exhibit 13 - Letter from A. Edelstein to Re. Nickerl Re: Termination for Cause (Gemstone) ***(Admitted)***	JA001988-JA002001	32
	Trial Exhibit 14 - Letter from W. Gochnour to Sean Thueson Re: [APCO's] Response to [Gemstone's] Termination for Cause ***(Admitted)***	JA002002-JA002010	33
	Trial Exhibit 15 - Letter from R. Nickerl to A. Edelstein Re: 48-Hour Notices ***(Admitted)***	JA002011-JA002013	33
	Trial Exhibit 16 - Email from J. Horning to A. Berman and J. Olivares re: Joint Checks ***(Admitted)***	JA002014	33
	Trial Exhibit 23 - APCO Subcontractor Notice of Stopping Work and Letter from J. Barker to A. Edelstein Re: Notice of Stopping Work and Notice of Intent to Terminate Contract ***(Admitted)***	JA002015-JA002016	33

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 24 - Letter from R. Nickerl to Clark County re: Notification of APCO's withdrawal as General Contractor of Record ***(Admitted)***	JA002017-JA002023	33
	Trial Exhibit 26 - Email from J. Gisondo to Subcontractors re: June checks ***(Admitted)***	JA002024	34
	Trial Exhibit 27 - Letter from A. Edelstein to R. Nickerl re: June Progress Payment ***(Admitted)***	JA002025-JA002080	34
	Trial Exhibit 28 - Letter from J. Barker to A. Edelstein Re: Termination of Agreement for GMP ***(Admitted)***	JA002081	34
	Trial Exhibit 31 - Transmission of APCO's Pay Application No. 11 as Submitted to Owner ***(Admitted)***	JA002082-JA002120	34/35
	Trial Exhibit 45 - Subcontractor Agreement ***(Admitted)***	JA002121-JA002146	35
	Trial Exhibit 162 - Amended and Restated General Construction Agreement between Gemstone and CAMCO ***(Admitted)***	JA002147-JA002176	35/36
	Trial Exhibit 212 - Letter from Edelstein to R. Nickerl re: NRS 624 Notice ***(Admitted)***	JA002177-JA002181	36
	Trial Exhibit 215 - Email from C. Colligan to Subcontractors re: 48-hour Termination Notice ***(Admitted)***	JA002182-JA002185	36
	Trial Exhibit 216 - Email from C. Colligan re: Meeting with Subcontractors ***(Admitted)***	JA002186-JA002188	36
	Trial Exhibit 506 – Email and Contract Revisions ***(Admitted)***	JA002189 – JA002198	36

Date	Description	Bates Number	Volume(s)
01-18-18	**Stipulation and Order Regarding Trial Exhibit Admitted into Evidence**	**JA002199-JA002201**	**36**
	Exhibit 1 – Exhibit List APCO	JA002208-JA002221	36
	Exhibit 2 – Helix Trial Exhibits	JA002222-JA002223	36
	Exhibit 3 – Exhibit List Plaintiff in Intervention National Wood Products, Inc.	JA002224-JA002242	36/37
	APCO TRIAL EXHIBITS:		
	APCO Related Exhibits:		
	Trial Exhibit 7 - Letter from Scott Financial to APCO re: Loan Status	JA002243	37
	Trial Exhibit 8 - APCO Pay Application No. 10 as submitted to Owner	JA002244-JA002282	37/38
	Trial Exhibit 12 and 107 - Email from C. Colligan to Subcontractors re: Subcontractor Concerns	JA002283-JA002284	38
	Trial Exhibit 17 – Video (Construction Project)	JA002285	N/A
	Trial Exhibit 18 – Video (Construction Project)	JA002286	N/A
	Trial Exhibit 19 – Video (Construction Project)	JA002287	N/A
	Trial Exhibit 20 – Video (Construction Project)	JA002288	N/A
	Trial Exhibit 21 – Video (Construction Project)	JA002289	N/A
	Trial Exhibit 22 – Video (Construction Project)	JA002290	N/A

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 29 - Email from J. Robbins to Subcontractors re: Billing Cut-Off for August Billing	JA002285	39
	Trial Exhibit 30 - Camco Pay Application No. 11 NCS-Owner Approved with NCS Draw Request	JA002286-JA002306	39
	Trial Exhibit 32 and 125 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixture installed)	JA002307-JA002308	39
	Trial Exhibits 33 and 126 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed)	JA002309-JA002310	39
	Exhibit 34 and 128 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed)	JA002311-JA002312-	40
	Trial Exhibit 35 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002313-JA002314	40
	Exhibit 36 and 130 -Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002315-JA002316	40
	Trial Exhibits 37 and 131 -Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002317-JA002318	40
	Trial Exhibits 38 and 132 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002319-JA002320	41

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 39 -Email from K. Costen to Subcontractors informing that Manhattan West Project no longer open	JA002321-JA002322	41
	Trial Exhibit 40- Letter from D. Parry to Subcontractors Re: Funding Withdrawn	JA002323 JA002326	41
	HELIX Related Exhibits:		41
	Trial Exhibit 46 - Helix Pay Application No. 16713-008R1 with Proof of Payment	JA002327-JA002345	41
	Trial Exhibit 47 - Helix Pay Application No. 16713-009R1 with Proof of Payment	JA002346-JA002356	41
	Trial Exhibit 48 - Email from R. Nickerl to B. Johnson Re: Work Suspension Directive	JA002357-JA002358	41
	Trial Exhibit 49 -Helix Pay Application No. 16713-010R2 with Proof of Payment	JA002359-JA002364	41/42
	Trial Exhibit 50 - Unconditional Waiver and Release re: Pay Application No. 8 with Copy of Payment	JA002365-JA002366	42
	Trial Exhibit 51 - Photo re: Building 8 & 9, South (No Exterior fixtures installed. Helix billed out at 90%)	JA002367-JA002368	42
	Trial Exhibit 52 -Photo re: Building 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002369-JA002370	42
	Trial Exhibit 53 -Photo re: Building - 2 & 3, West (No Exterior fixtures installed. Helix billed out at 90%)	JA002371-JA002372	42

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 54 - Photo re: Building - 2 & 3, East (No Exterior fixtures installed. Helix billed out at 90%)	JA002373-JA002374	42
	Trial Exhibit 55 - Photo re: Building 2 & 3, East (No Exterior fixtures installed. Helix billed out at 90%)	JA002375-JA002376	42
	Trial Exhibit 56 - Photo re: Building 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002377-JA002378	42
	Trial Exhibit 57 - Photo re: Building 2 & 3, and 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002379-JA002381	42
	Trial Exhibit 58 - Helix Pay Application No. 16713-011R1 submitted to Owner	JA002382-JA002391	42
	Trial Exhibit 59 - Helix Pay Application No. 16713-011R1 given to Camco with Proof of Payment	JA002392-JA002405	43
	Trial Exhibit 60 - Helix Retention Rolled to Camco	JA002406-JA002415	43
	Trial Exhibit 61 - Unconditional Waiver and Release re: all Invoices through June 30, 2008 with Proof of Payment	JA002413-JA002415	43
	Trial Exhibit 62 - Photo re: Building 8 & 9, South	JA002416-JA002417	43
	Trial Exhibit 63 - Photo re: Building 2 & 3, West	JA002418-JA002419	43
	Trial Exhibit 64 - Photo re: Building 2 & 3, West	JA002420-JA002421	43
	Trial Exhibit 65 - Photo re: Building 2 & 3, South	JA002422-JA002423	43

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 66 - Letter of transmittal from Helix to APCO re: Helix Pay Application No. 16713-011R1	JA002424-JA002433	43
	Trial Exhibit 67 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002435-JA002436	43
	Trial Exhibit 68 -Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002437-JA002438	43
	Trial Exhibit 69 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002439-JA002440	43
	Trial Exhibit 70 - Photo re: Building 8 & 9, South (No exterior fixtures installed. Helix billed out 90%)	JA002441-JA002442	43
	Trial Exhibit 71 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002443-JA002444	43
	Trial Exhibit 72 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002445-JA002446	43
	Trial Exhibit 73 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002447-JA002448	43
	Trial Exhibit 74 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002448-JA002449	43

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 75 - Unconditional Release re: Pay Application No. 16713-011R1 with Proof of Payment	JA002450-JA002456	43
	Exhibit 77 - Helix Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA002457-JA002494	43
	Zitting Brothers Related Exhibits:		
	Trial Exhibit 100 - Check No. 14392 payable to Zitting ($27,973.80); Progress Payment No. 7	JA002495-JA002497	44
	Trial Exhibit 101 - Email from R. Nickerl to R. Zitting re: Change Orders	JA002498-JA002500	44
	Trial Exhibit 102 -Email from L. Lynn to J. Griffith, et al. re: Change Order No. 00011 "pending"	JA002501-JA002503	44
	Trial Exhibit 103- Email from R. Zitting to R. Nickerl re: change orders adjusted to $30 per hour	JA002504-JA002505	44
	Trial Exhibit 104 - Email from R. Zitting to R. Nickerl re: change orders adjusted to $30 per hour with copies of change orders	JA002506-JA002526	44
	Trial Exhibit 105 - Ex. C to the Ratification – Zitting Quotes	JA002527-JA002528	44
	Trial Exhibit 106 - Unconditional Lien Release – Zitting ($27,973.80)	JA002529	44
	Trial Exhibit 108 - Photo of Video (Construction Project)	JA002530-JA002531	44
	Trial Exhibit 109 - Photo of Video (Construction Project)	JA002532-JA002533	44

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 110 - Photo of Video (Construction Project)	JA002534-JA002535	44
	Trial Exhibit 111 - Photo of Video (Construction Project)	JA002536-JA002537	44
	Trial Exhibit 112 - Photo of Video (Construction Project)	JA002538-JA002539	44
	Trial Exhibit 113 -Photo of Video (Construction Project)	JA002550-JA002541	44
	Trial Exhibit 114 -Photo of Video (Construction Project)	JA002542-JA002543	44
	Trial Exhibit 115 - Progress Payment No. 9 Remitted to Zitting	JA002544-JA002545	44
	Trial Exhibit 116 - Ratification and Amendment of Subcontract Agreement between Buchele and Camco	JA002546-JA002550	44
	Trial Exhibit 117 - C to the Ratification	JA002551-JA002563	44
	Trial Exhibit 118 - Q&A from Gemstone to subcontracts	JA002564-JA002567	44
	Trial Exhibit 119 - Check No. 528388 payable to APCO ($33,847.55) – Progress Payment No. 8.1 and 8.2	JA002568-JA002571	44
	Trial Exhibit 120 - Tri-City Drywall Pay Application No. 7 to APCO as submitted to Owner. Show percentage complete for Zitting	JA002572-JA002575	44/45
	Trial Exhibit 127 - Photo of Video (Construction Project)	JA002576-JA002577	45/46
	Trial Exhibit 128 - Photo of Video (Construction Project)	JA002578-JA002579	46
	Trial Exhibit 129 - Photo of Video (Construction Project)	JA002580-JA002581	46

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 138 - Memo from Scott Financial to Nevada State Contractors Board Re: Explanation of Project Payment Process	JA002582-JA002591	46
	Trial Exhibit 152 -Terms & Conditions modified by APCO, Invoices and Check Payment	JA002592-JA002598	46
	National Wood Products Related Exhibits:		
	Trial Exhibit 160 - Documents provided for settlement	JA002599-JA002612	46
	CAMCO Related Exhibits:		
	Trial Exhibit 163 - Camco Pay Application No. 12 to Gemstone	JA002613-JA002651	46/47
	Trial Exhibit 165 - Letter from D. Parry to A. Edelstein re: Gemstone losing funding for project	JA002652-JA002653	47
	Trial Exhibit 166 - Letter from D. Parry to G. Hall re: withdrawal of funding	JA002654 JA002656	47
	Helix Related Exhibits:		47
	Trial Exhibit 169 - Helix Exhibit to Standard Subcontract Agreement with Camco	JA 002665 JA002676	47/48
	Trial Exhibit 170 - Subcontract Agreement between Helix and Camco (unsigned)	JA002677-JA002713	48
	Trial Exhibit 171 - Work Order No. 100	JA002714-JA002718	48
	Trial Exhibit 172 - Letter from J. Griffith to Victor Fuchs Re: Gemstone's intention to continue retention of Helix w/copy of Ratification and Amendment of Subcontract Agreement	JA002719-JA002730	48

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 173 - Helix Pay Application No. 16713-012 to Camco with proof of payment	JA002731-JA002745	48
	Trial Exhibit 174 - Helix Change Order Request No. 28	JA002746-JA002747	48
	Trial Exhibit 175 - Change Notice No. 41	JA002748-JA002751	48
	Trial Exhibit 176 - Helix Pay Application No. 16713-013 to Camco	JA002752-JA002771	48/49
	Trial Exhibit 177 - Helix Pay Application No. 16713-014 to Camco	JA002772-JA002782	49
	Trial Exhibit 178 - Camco's letter to Helix rejecting Pay Application No. 16713-015 with attached copy of Pay Application	JA002783 JA002797	49
	National Wood/Cabinetec Related Exhibits:		
	Trial Exhibit 184 - Ratification and Amendment of Subcontract Agreement between CabineTec and Camco (fully executed copy)	JA002798-JA002825	49
	General Related Exhibits:		
	Trial Exhibit 218 - Camco/Owner Pay Application No. 11 w/Backup	JA002826-JA003028	50/51/52
	Trial Exhibit 220 - Camco/Owner Pay Application No. 12 w/Backup	JA003029-JA003333	52/53/54/55
	Trial Exhibit 313 - Letter from A. Edelstein to R. Nickerl re: NRS 624 Notice	JA003334-JA003338	55
	Helix Trial Exhibits:		
	Trial Exhibit 501 - Payment Summary	JA003339 – JA003732	55/56/57 /58/59/60
	Trial Exhibit 508 – Helix Pay Application	JA003733-JA003813	60/61

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 510 - Unsigned Subcontract	JA003814-JA003927	61/62
	Trial Exhibit 512 - Helix's Lien Notice	JA003928-JA004034	62/63
	Trial Exhibit 522 - Camco Billing	JA004035-JA005281	63/64/65/66/67/68/69/70/71/72/73/74/75/76/77
01-19-18	**Order Denying APCO Construction's Motion for Reconsideration of Order Granting Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements**	**JA005282-JA005283**	**78**
01-18-18	**Transcript – Bench Trial (Day 2)[2]**	JA005284-JA005370	78
	Trial Exhibit 535 – Deposition Transcript of Andrew Rivera (Exhibit 99) ***(Admitted)***	JA005371-JA005623	78/79/80
01-19-18	**Transcript – Bench Trial (Day 3)[3]**	JA005624-JA005785	80
	Trial Exhibit 231 – Helix Electric's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint ***(Admitted)***	JA005786-JA005801	80
	Trial Exhibit 314 - Declaration of Victor Fuchs in support of Helix's Motion for Partial Summary Judgment against Gemstone ***(Admitted)***	JA005802-JA005804	80

[2] Filed January 31, 201879
[3] Filed January 31, 2018

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 320 – June-August Billings—not paid to APCO ***(Admitted)***	JA005805	80
	Trial Exhibit 321 – Overpayments to Cabinetec ***(Admitted)***	JA005806-	80
	Trial Exhibit 536 – Lien math calculations (handwritten) ***(Admitted)***	JA005807-JA005808	80
	Trial Exhibit 804 – Camco Correspondence ***(Admitted)***	JA005809-JA005816	80
	Trial Exhibit 3176 – APCO Notice of Lien ***(Admitted)***	JA005817-JA005819	81
01-24-18	**Transcript – Bench Trial (Day 5)[4]**	**JA005820-JA005952**	81
03-08-18	**Letter to Judge Denton submitting Helix Electric of Nevada, LLC's (Proposed) Findings of Fact and Conclusions of Law**	**JA005953-JA005985**	**81**
03-08-18	**Letter to Judge Denton submitting APCO Construction, Inc.'s Proposed Findings of Fact and Conclusions of Law**	**JA005986-JA006058**	**8/821**
03-08-18	**APCO Construction Inc.'s Post-Trial Brief**	**JA006059-JA006124**	**82/83**
03-23-18	**APCO Opposition to Helix Electric of Nevada, LLC's Findings of Fact and Conclusions of Law**	**JA006125-JA006172**	**83/84**
03-23-18	**Helix Electric of Nevada, LLC's Responses to APCO Construction's Post-Trial Brief**	**JA006173-JA006193**	**84**
04-25-18	**Findings of Fact and Conclusions of Law and Order as the Claims of Helix Electric and Cabinetec Against APCO**	**JA006194-JA006264**	**84/85**

[4] Filed January 31, 201883

Date	Description	Bates Number	Volume(s)
05-08-18	**APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc**.	**JA006265-JA006284**	**85**
	Exhibit 1 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA006285-JA006356	85/86
	Exhibit 2 – National Wood Products, Inc.'s Notice of Motion and Motion to Intervene and Memorandum of Points and Authorities in Support Thereof	JA006357-JA006369	86
	Exhibit 3 – Plaintiff in Intervention, National Wood Products, Inc.'s Findings of Fact and Conclusions of Law (Proposed)	JA006370-JA006385	86/87
	Exhibit 4 – Plaintiff in Intervention, National Wood Productions, Inc.'s Findings of Fact and Conclusions of Law Re Camco	JA006386-JA006398	87
	Exhibit 5 – Offer of Judgment to Helix Electric of Nevada, LLC	JA006399-JA006402	87
	Exhibit 6 – Offer of Judgment to Plaintiff in Intervention National Wood Products, Inc.	JA006403-JA006406	87
	Exhibit 7 – Declaration of John Randall Jefferies, Esq. in Support of APCO Construction, Inc.'s Motion for Attorney's Fees and Costs	JA006407-JA006411	87
	Exhibit 7A – Billing Entries	JA006412-JA006442	87/88

Date	Description	Bates Number	Volume(s)
	Exhibit 7B – Time Recap	JA006443-JA006474	88
	Exhibit 8 – Declaration of Cody S. Mounteer, Esq. in Support of Motion for Attorney's Fees and Costs	JA006475-JA006478	88
	Exhibit 9 – APCO Construction, Inc.'s Memorandum of Costs and Disbursements [Against Helix Electric of Nevada, LLC, and Plaintiff in Intervention National Wood Products, LLC]	JA006479-JA006487	88
	Exhibit 10 – Depository Index	JA006488-JA006508	88/89
05-08-18	**Helix Electric of Nevada, LLC's Motion to Retax Costs Re: Defendant APCO Construction's Memorandum of Costs and Disbursements**	**JA006509-JA006521**	**89**
05-31-18	**Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC Against Camco Construction, Co., Inc.]**	**JA006522 JA006540**	**89**
06-01-18	**Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.'s Against APCO Construction, Inc.]**	**JA006541 JA006550**	**90**
06-01-18	**Helix Electric of Nevada, LLC's Motion for Attorneys' Fees, Interest and Costs**	**JA006551-JA006563**	**90**
	Exhibit 1 – Findings of Fact and Conclusions of Law and Order as to the Claims of Helix Electric of Nevada, LLC Against Camco Pacific Construction, Inc.	JA006564-JA006574	90

Date	Description	Bates Number	Volume(s)
	Exhibit 2 – Memorandum of Costs and Disbursements (Helix Electric of Nevada, LLC)	JA006575-JA006580	90
	Exhibit 3 – Prime Interest Rate	JA006581-JA006601	90
	Exhibit 4 – Declaration of Eric B. Zimbelman in Support of Helix Electric of Nevada, LLC's Motion for Attorneys' Fees, Interest and Costs	JA006583-JA006588	90
	Exhibit 5 – Summary of Fees	JA006589-JA006614	90
06-15-18	**APCO Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.'s Motions to Retax Costs**	**JA006615-JA006637**	**90/9**1
	Exhibit 1-A Declaration of Mary Bacon in Support of APCO's Supplement to its Motion for Attorney's Fees	JA006635 JA006638	91
	Exhibit 1-B – Declaration of Cody Mounteer in Support of APCO's Supplement to its Motion for Attorney's Fees	JA006639-JA006916	91/92/93 94/95/96
06-15-18	**Helix Electric of Nevada, LLC's Opposition to APCO Construction's Motion for Attorneys' Fees and Costs**	**JA006917 – JA006942**	**96**
	Exhibit 1 – Notice of Entry of Staying the Case, Except for the Sale of the Property, Pending Resolution of the Petition before the Nevada Supreme Court	JA006943-JA006948	96

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	Exhibit 2 – Notice of Entry of Denying APCO Construction's Motion for Partial Summary Judgment Re: Lien Foreclosure Claims	JA006949-JA006954	96
	Exhibit 3 – Supreme Court filing notification Joint Petition for Writ of Mandamus filed	JA006955-JA006958	96
	Exhibit 4 – Order Denying *En Banc* Reconsideration	JA006959-JA006963	96
	Exhibit 5 – Notice of Entry of Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA006964-JA006978	96
	Exhibit 6A – Interstate Plumbing and Air Conditioning, LLC's Response to Special Master Questionnaire	JA006977-JA006980	96
	Exhibit 6B – Nevada Prefab Engineers, Inc.'s Response to Special Master Questionnaire	JA006981-JA006984	96
	Exhibit 6C – Zitting Brothers Construction, Inc.'s Response to Special Master Questionnaire	JA006985-JA006993	96/97
	Exhibit 6D – Noorda Sheet Metal's Notice of Compliance	JA006994 JA007001	97
	Exhibit 6 E – Unitah Investments, LLC's Special Master Questionnaire	JA007002-JA007005	97
	Exhibit 7A – Motion to Appoint Special Master	JA007006-JA007036	97
	Exhibit 7B – Letter from Floyd A. Hale dated August 2, 2016	JA007037-JA007060	97

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	Exhibit 7C – Special Master Report Regarding Remaining Parties to the Litigation, Special Master Recommendation and District Court Order Amended Case Agenda	JA007042-JA007046	97
	Exhibit 8 – Notice of Entry of Order Granting Plaintiff's Motion to Dismiss	JA007047 JA007053	97
	Exhibit 9 – Stipulation and Order for Dismissal with Prejudice	JA007054-JA007056	97
	Exhibit 10 – Stipulation and Order to Dismiss Third-Party Complaint of Interstate Plumbing & Air Conditioning, LLC Against APCO Construction, Inc. with Prejudice	JA007057-JA007059	97
	Exhibit 11 – Notice of Entry of Order Granting in Part and Denying in Part APCO Construction's Omnibus Motion *in Limine*	JA007060-JA007088	97
	Exhibit 12 – Notice of Entry of Order Granting in Part and Denying in Part Helix Electric of Nevada, LLC's Motion in Limine (against APCO Construction)	JA007070-JA007078	97
	Exhibit 13 – Notice of Entry of Order Denying APCO Constructions' Motion for Partial Summary Judgment Re: Lien Foreclosure Claims	JA007079-JA007084	97
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	Exhibit 15 – Notice of Association of Counsel	JA007088-JA007094	97
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06-15-18	**Declaration of S. Judy Hirahara in support of National Woods's Opposition to APCO Construction's Motion for Attorneys' Fees and Costs**	**JA007121-JA007189**	**98**
06-18-18	**Plaintiff in Intervention National Wood Products, Inc.'s Joinder to Helix Electric of Nevada, LLC's Opposition to APCO Construction's Motion for Attorneys' Fees and Costs**	**JA007190-JA007192**	**99**
06-21-18	**Helix Electric of Nevada, LLC's Notice of Non-Opposition to its Motion for Attorney's Fees, Interest and Costs**	**JA007193-JA007197**	**99**
06-29-18	**APCO Construction, Inc.'s Reply in Support of its Motion for Attorney's Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.**	**JA007198-JA007220**	**99**
	Exhibit 1 – Invoice Summary by Matter Selection	JA007221-JA007222	99
	Exhibit 2 – Marquis Aurbach Coffing Invoice to APCO dated April 30, 2018	JA007223-JA007224	99

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06-29-18	Helix Electric of Nevada, LLC's Reply Re: Motion to Retax	JA007225-JA007237	100
07-02-18	Notice of Entry of Order Granting Helix Electric of Nevada, LLC's Motion for Attorneys' Fees, Interest and Costs	JA007238-JA007245	100
07-19-18	Plaintiff-in-Intervention National Wood Products, Inc.'s Surreply to APCO Construction's Reply to Plaintiff-in-Intervention National Wood Products, Inc.'s Opposition to Motion for Attorney's Fees and Costs	JA007246-JA007261	100
08-08-18	Court's Decision on Attorneys' Fees and Cost Motions	JA007262-JA007280	100
09-28-18	Notice of Entry of (1) Granting APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs (2) Granting APCO Construction, Inc.'s Memorandum of Costs in Part (3) Granting Helix Electric of Nevada, LLC's Motion to Retax in Part and Denying in Part (4) Granting Plaintiff in Intervention National Wood Products, LLC's Motion to Retax in Part and Denying in Part and (5) Granting National Wood Products, Inc.'s Motion to File a Surreply	JA007281-JA007299	100
01-24-19	Transcript for All Pending Fee Motions on July 19, 2018	JA007300-JA007312	100/101
07-12-19	Order Dismissing Appeal (Case No. 76276)	JA007313-JA007315	101

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08-06-19	**Helix Electric of Nevada LLC's Motion to (I) Re-Open Statistically Closed Case, (II) Dismiss All Unresolved Claims and/or (III) In the Alternative for a Rule 54(B) Certification as to Helix and APCO**	**JA007316-JA007331**	**101**
	Exhibit 1 – Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.'s Against APCO Construction, Inc.	JA007332-JA007335	101
	Exhibit 2 – ORDER: (1) Granting APCO Construction, Inc. Motion for Attorneys Fees and Costs (2) Granting APCO Construction, Inc.'s Memorandum of Costs in Part (3) Granting Helix Electric of Nevada LLC's Motion to Retax in Part and Denying in Part and all related matters (4) Granting Plaintiff in Intervention National Wood Products LLC's Motion to Retax in Part and Denying in Part -and-(5) Granting National Wood Products, Inc.'s Motion to File a Surreply	JA007336-JA007344	101
	Exhibit 3 - Notice of Appeal	JA007345-JA007394	101/102
	Exhibit 4 – Amended Notice of Appeal	JA007395-JA007400	102
	Exhibit 5A – 5F -Notices of Entry of Order as to the Claims of Cactus Rose Construction, Fast Glass, Inc., Heinaman Contract Glazing, Helix Electric of Nevada, LLC, SWPPP Compliance	JA007401-JA007517	102/103

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	Exhibit 6 – Order Dismissing Appeal in Part (Case No. 76276)	JA007518-JA007519	103
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	Exhibit 9 – Notice of Entry of Order to Consolidate this Action with Case Nos. A574391, A574792, A57623. A58389, A584730, A58716, A580889 and A589195	JA 007528-JA007541	103
	Exhibit 10 (Part One)	JA007537-JA007542	103
	Exhibit 10A – Docket 09A587168 (Accuracy Glass & Mirror v. APCO)	JA007543-JA007585	103
	Exhibit 10B -Docket 08A571228 (APCO v. Gemstone)	JA007586-JA008129	103/104/105/106/107/108/109
	Exhibit 10C – Notice of Entry of Order to Consolidate this Action with Cases Nos A57. 4391, A574792, A577623, A583289, A584730, A587168, A580889 and A589195	JA008130-JA008138	109
	Exhibit 10D – Notice of Entry of Joint Order Granting, in Part, Various Lien Claimants' Motions for Partial Summary Judgment Against Gemstone Development West	JA008139-JA008141	109
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	Exhibit 10F – Special Master Report Regarding Remaining Parties to the Litigation and Discovery Status	JA008168-JA008170	109
	Exhibit 10EG – Notice of Entry of Granting Plaintiff's Motion to Dismiss	JA008171-JA008177	109
	Exhibit 10H – Complaint re Foreclosure	JA008178-JA008214	109
	Exhibit 10I – First Amended Complaint re Foreclosure	JA008215-JA008230	109
	Exhibit 10J – APCO Construction's Answer to Accuracy Glass & Mirror Company's First Amended Complaint re Foreclosure	JA008231-JA008265	109/110
	Exhibit 10K –Answer to Accuracy Glass & Mirror Company, Inc.'s Complaint and Camco Pacific Construction, Inc.'s Counterclaim	JA008266-JA008285	110
	Exhibit 10L – Accuracy Glass & Mirror Company, Inc.'s Answer to Camco Pacific Construction Company's Counterclaim	JA008286-JA008290	110
	Exhibit 10M – Helix Electric's Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008291-JA008306	110
	Exhibit 10N – APCO Construction's Answer to Helix Electric's Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008307-JA008322	110
	Exhibit 10O – Answer to Helix Electric's Statement of Facts	JA008323-JA008338	110

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	Constituting Lien and Third-Party Complaint and Camco Pacific Construction Company Inc.'s Counterclaim		
	Exhibit 10P – Notice of Entry of Helix Electric of Nevada, LLC's Motion for Attorney's Fees, Interest and Costs	JA008339 JA008347	110
	Exhibit 10Q – Notice of Entry of Judgment [As to the claims of Helix Electric of Nevada, LLC Against Camco Construction Co., Inc.]	JA008348-JA008367	110
	Exhibit 10R – Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc. Against APCO Construction, Inc.]	JA008368-JA008378	110
	Exhibit 10S – Findings of Fact and Conclusions of Law and Order as to the Claims of Helix Electric and Cabenetec Against APCO	JA008379-JA008450	110/111
	Exhibit 10T -WRG Design, Inc.'s Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA008451-JA008486	111
	Exhibit 10U – APCO Construction's Answer to WRG Design Inc.'s amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008468-JA008483	111
	Exhibit 10V -Answer to WRG Design, Inc.'s Statement of Facts Constituting Lien, Third-Party Complaint and Camco Pacific Construction, Inc's Counterclaim	JA008484-JA008504	111

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	Exhibit 10W – Notice of Entry of Stipulation and Order Dismissal	JA008505-JA008512	111
	Exhibit 10X – WRG Design, Inc.'s Answer to Camco Pacific Construction Company, Inc.'s Counterclaim	JA008513 JA008517	111
	Exhibit 10Y – Heinaman Contract Glazing's Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008518-JA008549	111
	Exhibit 10Z – Answer to Heinaman Contract Glazing's Statement of Facts Constituting Lien and Third-Party Complaint, and Camco Pacific Construction's Counterclaim	JA008531-JA008551	111
	Exhibit 10AA – Notice of Entry of Granting Heinaman Glazing's Motion for Attorneys's Fees, Interest and Costs	JA008552-JA008579	111/112
	Exhibit 10BB -Notice of Entry of Judgment [As to the Claims of Heinaman Contract Glazing Against Camco Construction Co., Inc.]	JA008561-JA008582	112
	Exhibit 10CC – Heinaman Contract Glazing's Answer to Camco Pacific Construction Company's Counterclaim	JA008583 JA008588	112
	Exhibit 10DD - Bruin Painting Corporation's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA008589-JA00861	112
	Exhibit 10EE – Answer to Bruin Painting Corporation's Amended Statement of Facts Constituting Notice of Lien and Third-Party	JA008602-JA008621	112

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	Complaint and Camco Pacific Construction, Inc.'s Counterclaim		
	Exhibit 10FF – Voluntary Dismissal of Fidelity and Deposit Company of Maryland Only from Bruin Painting Corporation's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint Without Prejudice	JA008622-JA008624	112
	Exhibit 10GG – HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008625-JA008642	112
	Exhibit 10HH – APCO Construction's Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008643-JA008657	112
	Exhibit 10II – Amended Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008658-JA008664	112
	Exhibit 10JJ -Defendants Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008665-JA008681	112
	Exhibit 10KK – Stipulation and Order to Dismiss E & E Fire Protection, LLC Only Pursuant to the Terms State Below	JA008682-JA008685	112
	Exhibit 10LL – HD Supply Waterworks, LP's Voluntary Dismissal of Platte River Insurance Company Only Without Prejudice	JA008686-JA008693	112

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	Exhibit 10MM – Scott Financial Corporation's Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008694-JA008717	112/113
	Exhibit 10NN-Notice of Appeal	JA008718 JA008723	113
	Exhibit 10OO – Amended Notice of Appeal	JA008724-JA008729	113
	Exhibit 10PP – Notice of Cross Appeal	JA008730-JA008736	113
	Exhibit 10QQ – Motion to Suspend Briefing Pending Outcome of Order to Show Cause in Supreme Court Case No. 76276	JA008737-JA008746	113
	Exhibit 11 – Order to Consolidate this Action with Case Nos. A574391, A574792, A57623. A58389, A584730, A58716, A580889 and A589195	JA008747-JA008755	113
	Exhibit 12 – Stipulation and Order to Dismiss Third-Party Complaint of Interstate Plumbing & Air Conditioning, LLC Against APCO Construction, Inc. with Prejudice	JA00875-JA008758	113
	Exhibit 13 – Stipulation and Order with Prejudice	JA008759-JA008780	113
	Exhibit 14 – Docket/United Subcontractors, Inc. dba Skyline Insulation's Motion to Enforce Settlement Agreement and Enter Judgment	JA008762-JA008788	113
	Exhibit 15 – Notice of Entry of Order Granting Motion for 54(b) Certification and for Stay Pending Appeal	JA008789-JA008798	113

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	Exhibit 16 – Notice of Appeal	JA008799-JA008810	113
08-16-19	**APCO's Opposition to Helix Electric of Nevada LLC's Motion to (I) Re-Open Statistically Closed Case, (II) Dismiss All Unresolved Claims and/or (III) In the Alternative for a Rule 54(B) Certification as to Helix and APCO**	**JA008811-JA008821**	**114**
	Exhibit 1 – Order to File Amended Docketing Statement	JA008822-JA008824	114
	Exhibit 2 – Order to Show Cause	JA008825-JA008828	114
	Exhibit 3 – Appellant/Cross-Respondent's Response to Order to Show Cause	JA008829-JA008892	114/115/116
	Exhibit 4 – Order Dismissing Appeal	JA008893-JA008896	116
	Exhibit 5 – Chart of Claims	JA008897-JA008924	116
	Exhibit 6 – Answer to Helix Electric's Statement of Facts Constituting Lien and Third-Party Complaint and Camco Pacific Construction Company, Inc.'s Counterclaim	JA008925-JA008947	116/117
	Exhibit 7 – Answer to Cactus Rose's Statement of Facts Constituting Notice of Lien and Complaint and Camco Pacific Construction Company Inc.'s Counterclaim	JA008948-JA008965	117
	Exhibit 8 – Answer to Heinaman Contract Glazing's Statement of Facts Constituting Lien and Third-Party Complaint and Camco	JA008966-JA008986	117/118

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	Pacific Construction's Counterclaim		
	Exhibit 9 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric of Nevada, LLC Against Camco Pacific Construction, Inc.	JA008987-JA008998	118
	Exhibit 10 – Findings of Fact and Conclusions of Law as to the Claims of Cactus Rose Construction Co., Inc.	JA008998-JA009010	118
	Exhibit 11 – Findings of Fact and Conclusions of Law as to the Claims of Heinaman Contract Glazing	JA009011-JA009024	118
	Exhibit 12 – Notice of Entry of Decision, Order and Judgment on Defendant Scott Financial Corporation's Motion for Summary Judgment as to Priority of Liens	JA009025-JA009038	118
	Exhibit 13 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA009039-JA009110	118/119
	Exhibit 14 – Order Granting Motion to Deposit Bond Penal Sum with Court, Exoneration of Bond and Dismissal	JA009111-JA009113	119
	Exhibit 15 – Order Approving Distribution of Fidelity and Deposit Company of Maryland's Bond	JA009114-JA009116	119
08-29-19	**Helix Electric of Nevada LLC's Reply to APCO's Opposition to Helix Electric of Nevada LLC's Motion to (I) Re-Open Statistically Closed Case, (II)**	**JA009117-JA009123**	**119**

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01-03-20	**Notice of Entry of Order Granting Helix Electric of Nevada, LLC's Motion for Rule 54(b) Certification**	**JA009124-JA009131**	**119**
01-29-20	**Notice of Appeal**	**JA009132-JA009136**	**119/120**
	Exhibit A – Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.'s Against APCO Construction, Inc.]	JA009137-JA009166	120
	Exhibit [C] – Notice of Entry of Order Granting Helix Electric of Nevada's Rule 54(b) Certification	JA009148-JA009156	120
02-11-20	**Case Appeal Statement**	**JA009157-JA009163**	120
02-11-20	**APCO's Notice of Cross Appeal**	**JA009164-JA010310**	120
	Exhibit 1 – Notice of Entry of Order (1) Granting APCO Construction, Inc.'s Motion for Attorney's Fees and Costs; (2) Granting APCO Construction, Inc.'s Memorandum of Costs in Part (3) Granting Helix Electric of Nevada, LLC's Motion to Retax in Party (4) Granting Plaintiff-in-Intervention National Wood Productions, LLC's Motion to Retax in Part and Denying in Part and (5) Granting National Wood Products, Inc.'s Motion to File a Surreply	JA009168-JA009182	120

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	Exhibit 2 – Notice of Entry of Order Granting Helix Electric of Nevada's Motion for Rule 54(b) Certification	JA009183-JA00991	120

ALPHABETICAL APPENDIX OF EXHIBITS

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08-05-09	**APCO's Answer to Helix's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint**	**JA000016 – JA000030**	**1**
05-08-18	**APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc**.	**JA006265-JA006284**	**85**
	Exhibit 1 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA006285-JA006356	85/86
	Exhibit 2 – National Wood Products, Inc.'s Notice of Motion and Motion to Intervene and Memorandum of Points and Authorities in Support Thereof	JA006357-JA006369	86
	Exhibit 3 – Plaintiff in Intervention, National Wood Products, Inc.'s Findings of Fact and Conclusions of Law (Proposed)	JA006370-JA006385	86/87
	Exhibit 4 – Plaintiff in Intervention, National Wood Productions, Inc.'s Findings of Fact and Conclusions of Law Re Camco	JA006386-JA006398	87
	Exhibit 5 – Offer of Judgment to Helix Electric of Nevada, LLC	JA006399-JA006402	87
	Exhibit 6 – Offer of Judgment to Plaintiff in Intervention National Wood Products, Inc.	JA006403-JA006406	87
	Exhibit 7 – Declaration of John Randall Jefferies, Esq. in Support of APCO Construction, Inc.'s Motion for Attorney's Fees and Costs	JA006407-JA006411	87
	Exhibit 7A – Billing Entries	JA006412-	87/88

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	Exhibit 7B – Time Recap	JA006443-JA006474	88
	Exhibit 8 – Declaration of Cody S. Mounteer, Esq. in Support of Motion for Attorney's Fees and Costs	JA006475-JA006478	88
	Exhibit 9 – APCO Construction, Inc.'s Memorandum of Costs and Disbursements [Against Helix Electric of Nevada, LLC, and Plaintiff in Intervention National Wood Products, LLC]	JA006479-JA006487	88
	Exhibit 10 – Depository Index	JA006488-JA006508	88/89
06-06-13	**APCO's Limited Motion to Lift Stay for Purposes of this Motion Only; (2) APCO's Motion for Summary Judgment Against Gemstone Only; and (3) Request for Order Shortening Time**	**JA000044-JA000054**	**1**
	Exhibit 1 – Affidavit of Randy Nickerl in Support of (I) APCO's Limited Motion to Lift Sta for Purposes of this Motion Only; (2) APCO's Motion for Judgment Against Gemstone Only	JA000055-JA000316	1/2/4/5/6
	Exhibit 2 – Findings of Fact and Conclusions of Law and Judgment in Favor of APCO Construction Against Gemstone Development West, Inc. Only	JA000317-JA000326	6
02-11-20	**APCO's Notice of Cross Appeal**	**JA009164-JA010310**	120
	Exhibit 1 – Notice of Entry of Order (1) Granting APCO Construction, Inc.'s Motion for Attorney's Fees and Costs; (2) Granting APCO Construction, Inc.'s Memorandum of Costs in Part (3) Granting Helix Electric of Nevada, LLC's	JA009168-JA009182	114

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	Motion to Retax in Party (4) Granting Plaintiff-in-Intervention National Wood Productions, LLC's Motion to Retax in Part and Denying in Part and (5) Granting National Wood Products, Inc.'s Motion to File a Surreply		
	Exhibit 2 – Notice of Entry of Order Granting Helix Electric of Nevada's Motion for Rule 54(b) Certification	JA009183-JA00991	120
11-06-17	**APCO Construction, Inc.'s Omnibus Motion *in Limine***	**JA000590 JA000614**	**9**
	Exhibit 1 – Second Amended Notice of taking NRCP Rule 30(b)(6) Deposition of Person Most Knowledgeable for Zitting Brothers Construction, Inc.	JA000615-JA000624	9
	Exhibit 2 – Zitting Brothers Construction, Inc.'s Motion for Partial Summary Judgment Against APCO Construction	JA000625-JA000646	9
	Exhibit 3 – Excerpts from Samuel Zitting's Deposition Transcript taken October 27, 2017	JA000647-JA000678	9/10
	Exhibit 4 – Statement of Facts Constituting Lien on Behalf of Buchele, Inc.	JA000679-JA000730	10
	Exhibit 5 – Subcontract Agreement dated April 17, 2007	JA000731-JA000808	10/11
	Exhibit 6 – Subcontract Agreement dated April 17, 2007	JA000809-JA000826	11/12
	Exhibit 7 – Email from Mary Bacon dated October 16, 2017	JA000827-JA000831	12
	Exhibit 8 – Email from Mary Bacon dated October 17, 2017	JA000832-JA000837	12
	Exhibit 9 – Email from Eric Zimbelman dated October 17, 2017	JA000838-JA000844	12
	Exhibit 10 – Special Master Report, Recommendation and District Court Order	JA00845-JA000848	12

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	Exhibit 11 – Plaintiff in Intervention, National Wood Products, Inc.'s Initial Disclosures Pursuant to NRCP 16.1	JA000849-JA000856	12
	Exhibit 12 – Plaintiff in Intervention, National Wood Products, Inc.'s First Supplemental Disclosures Pursuant to NRCP 16.1	JA000857-JA000864	12
	Exhibit 13 – Amended Notice of Taking NRCP Rule 30(b)(6) Deposition of Person Most Knowledgeable for Helix Electric of Nevada, LLC	JA000865-JA000873	12
	Exhibit 14 – Excerpts from Helix Electric of Nevada, LLC's 30(b)(6) Witness Deposition Transcript taken July 20, 2017	JA000874-JA000897	12
03-23-18	**APCO Opposition to Helix Electric of Nevada, LLC's Findings of Fact and Conclusions of Law**	**JA006125-JA006172**	**83/84**
08-16-19	**APCO's Opposition to Helix Electric of Nevada LLC's Motion to (I) Re-Open Statistically Closed Case, (II) Dismiss All Unresolved Claims and/or (III) In the Alternative for a Rule 54(B) Certification as to Helix and APCO**	**JA008811-JA008821**	**114**
	Exhibit 1 – Order to File Amended Docketing Statement	JA008822-JA008824	114
	Exhibit 2 – Order to Show Cause	JA008825-JA008828	114
	Exhibit 3 – Appellant/Cross-Respondent's Response to Order to Show Cause	JA008829-JA008892	114/115/116
	Exhibit 4 – Order Dismissing Appeal	JA008893-JA008896	116
	Exhibit 5 – Chart of Claims	JA008897-JA008924	116
	Exhibit 6 – Answer to Helix Electric's Statement of Facts Constituting Lien and Third-Party Complaint and Camco	JA008925-JA008947	116/117

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	Exhibit 7 – Answer to Cactus Rose's Statement of Facts Constituting Notice of Lien and Complaint and Camco Pacific Construction Company Inc.'s Counterclaim	JA008948-JA008965	117
	Exhibit 8 – Answer to Heinaman Contract Glazing's Statement of Facts Constituting Lien and Third-Party Complaint and Camco Pacific Construction's Counterclaim	JA008966-JA008986	117/118
	Exhibit 9 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric of Nevada, LLC Against Camco Pacific Construction, Inc.	JA008987-JA008998	118
	Exhibit 10 – Findings of Fact and Conclusions of Law as to the Claims of Cactus Rose Construction Co., Inc.	JA008998-JA009010	118
	Exhibit 11 – Findings of Fact and Conclusions of Law as to the Claims of Heinaman Contract Glazing	JA009011-JA009024	118
	Exhibit 12 – Notice of Entry of Decision, Order and Judgment on Defendant Scott Financial Corporation's Motion for Summary Judgment as to Priority of Liens	JA009025-JA009038	118
	Exhibit 13 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA009039-JA009110	118/119
	Exhibit 14 – Order Granting Motion to Deposit Bond Penal Sum with Court, Exoneration of Bond and Dismissal	JA009111-JA009113	119
	Exhibit 15 – Order Approving Distribution of Fidelity and Deposit Company of Maryland's Bond	JA009114-JA009116	119

Date	Description	Bates Number	Volume(s)
06-15-18	**APCO Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.'s Motions to Retax Costs**	**JA006615-JA006637**	**90/9**1
	Exhibit 1-A Declaration of Mary Bacon in Support of APCO's Supplement to its Motion for Attorney's Fees	JA006635 JA006638	91
	Exhibit 1-B – Declaration of Cody Mounteer in Support of APCO's Supplement to its Motion for Attorney's Fees	JA006639-JA006916	91/92/93 94/95/96
11-14-17	**APCO Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC's Motions *in Limine* Nos. 1-4**	**JA000929-JA000940**	**13/14**
	Exhibit 1 – Excerpts from the Deposition Transcript of Mary Jo Allen taken July 18, 2017	JA000941-JA000966	14/15/16
	Exhibit 2 – Helix Electric's Manhattan West Billing/Payment Status through August 2008	JA000967-JA000969	16/17
	Exhibit 3 – Excerpts from the Deposition Transcript of Andrew Rivera taken July 20, 2017	JA000970-JA000993	17/18/19
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	Exhibit 3 – Excerpt from David E. Parry's Deposition Transcript taken June 20, 2017	JA000473 JA00489	8
	Exhibit 4 – Cactus Rose Construction, Inc.'s First Set of Request for Admissions to Camco Pacific Construction	JA00490 JA000500	8
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	Exhibit 6 – Heinaman Contract Glazing, Inc.'s First Set of Request for Admissions to Camco Pacific Construction	JA000512-JA000522	8
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01-09-18	**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**	**JA001552-JA001560**	**27**
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07-19-18	**Plaintiff-in-Intervention National Wood Products, Inc.'s Surreply to APCO Construction's Reply to Plaintiff-in-Intervention National Wood Products, Inc.'s Opposition to Motion for Attorney's Fees and Costs**	**JA007246-JA007261**	**100**
01-10-18	**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**	**JA001561-JA001573**	**27**
01-18-18	**Stipulation and Order Regarding Trial Exhibit Admitted into Evidence**	**JA002199-JA002201**	**36**
	Exhibit 1 – Exhibit List APCO	JA002208-JA002221	36
	Exhibit 2 – Helix Trial Exhibits	JA002222-JA002223	36
	Exhibit 3 – Exhibit List Plaintiff in Intervention National Wood Products, Inc.	JA002224-JA002242	36/37
	APCO TRIAL EXHIBITS:		
	APCO Related Exhibits:		
	Trial Exhibit 7 - Letter from Scott Financial to APCO re: Loan Status	JA002243	37
	Trial Exhibit 8 - APCO Pay Application No. 10 as submitted to Owner	JA002244-JA002282	37/38
	Trial Exhibit 12 and 107 - Email from C. Colligan to Subcontractors re: Subcontractor Concerns	JA002283-JA002284	38

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	Trial Exhibit 17 – Video (Construction Project)	JA002285	N/A
	Trial Exhibit 18 – Video (Construction Project)	JA002286	N/A
	Trial Exhibit 19 – Video (Construction Project)	JA002287	N/A
	Trial Exhibit 20 – Video (Construction Project)	JA002288	N/A
	Trial Exhibit 21 – Video (Construction Project)	JA002289	N/A
	Trial Exhibit 22 – Video (Construction Project)	JA002290	N/A
	Trial Exhibit 29 - Email from J. Robbins to Subcontractors re: Billing Cut-Off for August Billing	JA002285	39
	Trial Exhibit 30 - Camco Pay Application No. 11 NCS-Owner Approved with NCS Draw Request	JA002286-JA002306	39
	Trial Exhibit 32 and 125 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixture installed)	JA002307-JA002308	39
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	Exhibit 34 and 128 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed)	JA002311-JA002312-	40
	Trial Exhibit 35 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002313-JA002314	40
	Exhibit 36 and 130 -Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002315-JA002316	40

Date	Description	Bates Number	Volume(s)
	Trial Exhibits 37 and 131 -Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002317-JA002318	40
	Trial Exhibits 38 and 132 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002319-JA002320	41
	Trial Exhibit 39 -Email from K. Costen to Subcontractors informing that Manhattan West Project no longer open	JA002321-JA002322	41
	Trial Exhibit 40- Letter from D. Parry to Subcontractors Re: Funding Withdrawn	JA002323 JA002326	41
	HELIX Related Exhibits:		41
	Trial Exhibit 46 - Helix Pay Application No. 16713-008R1 with Proof of Payment	JA002327-JA002345	41
	Trial Exhibit 47 - Helix Pay Application No. 16713-009R1 with Proof of Payment	JA002346-JA002356	41
	Trial Exhibit 48 - Email from R. Nickerl to B. Johnson Re: Work Suspension Directive	JA002357-JA002358	41
	Trial Exhibit 49 -Helix Pay Application No. 16713-010R2 with Proof of Payment	JA002359-JA002364	41/42
	Trial Exhibit 50 - Unconditional Waiver and Release re: Pay Application No. 8 with Copy of Payment	JA002365-JA002366	42
	Trial Exhibit 51 - Photo re: Building 8 & 9, South (No Exterior fixtures installed. Helix billed out at 90%)	JA002367-JA002368	42
	Trial Exhibit 52 -Photo re: Building 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002369-JA002370	42
	Trial Exhibit 53 -Photo re: Building - 2 & 3, West (No Exterior fixtures installed. Helix billed out at 90%)	JA002371-JA002372	42

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 54 - Photo re: Building - 2 & 3, East (No Exterior fixtures installed. Helix billed out at 90%)	JA002373-JA002374	42
	Trial Exhibit 55 - Photo re: Building 2 & 3, East (No Exterior fixtures installed. Helix billed out at 90%)	JA002375-JA002376	42
	Trial Exhibit 56 - Photo re: Building 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002377-JA002378	42
	Trial Exhibit 57 - Photo re: Building 2 & 3, and 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002379-JA002381	42
	Trial Exhibit 58 - Helix Pay Application No. 16713-011R1 submitted to Owner	JA002382-JA002391	42
	Trial Exhibit 59 - Helix Pay Application No. 16713-011R1 given to Camco with Proof of Payment	JA002392-JA002405	43
	Trial Exhibit 60 - Helix Retention Rolled to Camco	JA002406-JA002415	43
	Trial Exhibit 61 - Unconditional Waiver and Release re: all Invoices through June 30, 2008 with Proof of Payment	JA002413-JA002415	43
	Trial Exhibit 62 - Photo re: Building 8 & 9, South	JA002416-JA002417	43
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	Trial Exhibit 66 - Letter of transmittal from Helix to APCO re: Helix Pay Application No. 16713-011R1	JA002424-JA002433	43
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Date	Description	Bates Number	Volume(s)
	Trial Exhibit 68 -Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002437-JA002438	43
	Trial Exhibit 69 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002439-JA002440	43
	Trial Exhibit 70 - Photo re: Building 8 & 9, South (No exterior fixtures installed. Helix billed out 90%)	JA002441-JA002442	43
	Trial Exhibit 71 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002443-JA002444	43
	Trial Exhibit 72 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002445-JA002446	43
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	Trial Exhibit 74 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002448-JA002449	43
	Trial Exhibit 75 - Unconditional Release re: Pay Application No. 16713-011R1 with Proof of Payment	JA002450-JA002456	43
	Exhibit 77 - Helix Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA002457-JA002494	43
	Zitting Brothers Related Exhibits:		
	Trial Exhibit 100 - Check No. 14392 payable to Zitting ($27,973.80); Progress Payment No. 7	JA002495-JA002497	44
	Trial Exhibit 101 - Email from R. Nickerl to R. Zitting re: Change Orders	JA002498-JA002500	44
	Trial Exhibit 102 -Email from L. Lynn to J. Griffith, et al. re: Change Order No. 00011 “pending”	JA002501-JA002503	44

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 103- Email from R. Zitting to R. Nickerl re: change orders adjusted to $30 per hour	JA002504-JA002505	44
	Trial Exhibit 104 - Email from R. Zitting to R. Nickerl re: change orders adjusted to $30 per hour with copies of change orders	JA002506-JA002526	44
	Trial Exhibit 105 - Ex. C to the Ratification – Zitting Quotes	JA002527-JA002528	44
	Trial Exhibit 106 - Unconditional Lien Release – Zitting ($27,973.80)	JA002529	44
	Trial Exhibit 108 - Photo of Video (Construction Project)	JA002530-JA002531	44
	Trial Exhibit 109 - Photo of Video (Construction Project)	JA002532-JA002533	44
	Trial Exhibit 110 - Photo of Video (Construction Project)	JA002534-JA002535	44
	Trial Exhibit 111 - Photo of Video (Construction Project)	JA002536-JA002537	44
	Trial Exhibit 112 - Photo of Video (Construction Project)	JA002538-JA002539	44
	Trial Exhibit 113 -Photo of Video (Construction Project)	JA002550-JA002541	44
	Trial Exhibit 114 -Photo of Video (Construction Project)	JA002542-JA002543	44
	Trial Exhibit 115 - Progress Payment No. 9 Remitted to Zitting	JA002544-JA002545	44
	Trial Exhibit 116 - Ratification and Amendment of Subcontract Agreement between Buchele and Camco	JA002546-JA002550	44
	Trial Exhibit 117 - C to the Ratification	JA002551-JA002563	44
	Trial Exhibit 118 - Q&A from Gemstone to subcontracts	JA002564-JA002567	44
	Trial Exhibit 119 - Check No. 528388 payable to APCO ($33,847.55) – Progress Payment No. 8.1 and 8.2	JA002568-JA002571	44

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 120 - Tri-City Drywall Pay Application No. 7 to APCO as submitted to Owner. Show percentage complete for Zitting	JA002572-JA002575	44/45
	Trial Exhibit 127 - Photo of Video (Construction Project)	JA002576-JA002577	45/46
	Trial Exhibit 128 - Photo of Video (Construction Project)	JA002578-JA002579	46
	Trial Exhibit 129 - Photo of Video (Construction Project)	JA002580-JA002581	46
	Trial Exhibit 138 - Memo from Scott Financial to Nevada State Contractors Board Re: Explanation of Project Payment Process	JA002582-JA002591	46
	Trial Exhibit 152 -Terms & Conditions modified by APCO, Invoices and Check Payment	JA002592-JA002598	46
	National Wood Products Related Exhibits:		
	Trial Exhibit 160 - Documents provided for settlement	JA002599-JA002612	46
	CAMCO Related Exhibits:		
	Trial Exhibit 163 - Camco Pay Application No. 12 to Gemstone	JA002613-JA002651	46/47
	Trial Exhibit 165 - Letter from D. Parry to A. Edelstein re: Gemstone losing funding for project	JA002652-JA002653	47
	Trial Exhibit 166 - Letter from D. Parry to G. Hall re: withdrawal of funding	JA002654 JA002656	47
	Helix Related Exhibits:		47
	Trial Exhibit 169 - Helix Exhibit to Standard Subcontract Agreement with Camco	JA 002665 JA002676	47/48
	Trial Exhibit 170 - Subcontract Agreement between Helix and Camco (unsigned)	JA002677-JA002713	48

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 171 - Work Order No. 100	JA002714-JA002718	48
	Trial Exhibit 172 - Letter from J. Griffith to Victor Fuchs Re: Gemstone's intention to continue retention of Helix w/copy of Ratification and Amendment of Subcontract Agreement	JA002719-JA002730	48
	Trial Exhibit 173 - Helix Pay Application No. 16713-012 to Camco with proof of payment	JA002731-JA002745	48
	Trial Exhibit 174 - Helix Change Order Request No. 28	JA002746-JA002747	48
	Trial Exhibit 175 - Change Notice No. 41	JA002748-JA002751	48
	Trial Exhibit 176 - Helix Pay Application No. 16713-013 to Camco	JA002752-JA002771	48/49
	Trial Exhibit 177 - Helix Pay Application No. 16713-014 to Camco	JA002772-JA002782	49
	Trial Exhibit 178 - Camco's letter to Helix rejecting Pay Application No. 16713-015 with attached copy of Pay Application	JA002783 JA002797	49
	National Wood/Cabinetec Related Exhibits:		
	Trial Exhibit 184 - Ratification and Amendment of Subcontract Agreement between CabineTec and Camco (fully executed copy)	JA002798-JA002825	49
	General Related Exhibits:		
	Trial Exhibit 218 - Camco/Owner Pay Application No. 11 w/Backup	JA002826-JA003028	50/51/52
	Trial Exhibit 220 - Camco/Owner Pay Application No. 12 w/Backup	JA003029-JA003333	52/53/54/55
	Trial Exhibit 313 - Letter from A. Edelstein to R. Nickerl re: NRS 624 Notice	JA003334-JA003338	55
	Helix Trial Exhibits:		

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 501 - Payment Summary	JA003339 – JA003732	55/56/57/ 58/59/60
	Trial Exhibit 508 – Helix Pay Application	JA003733- JA003813	60/61
	Trial Exhibit 510 - Unsigned Subcontract	JA003814- JA003927	61/62
	Trial Exhibit 512 - Helix's Lien Notice	JA003928- JA004034	62/63
	Trial Exhibit 522 - Camco Billing	JA004035- JA005281	63/64/65/66/67/ 68/69/70 /71/72 /73/74/75/ 76/77
01-17-18	**Transcript Bench Trial (Day 1)**[5]	**JA001668- JA001802**	**29/30**
	Trial Exhibit 1 - Grading Agreement ***(Admitted)***	JA001803- JA001825	30
	Trial Exhibit 2 – APCO/Gemstone General Construction Agreement ***(Admitted)***	JA001826- JA001868	30
	Trial Exhibit 3 - Nevada Construction Services /Gemstone Cost Plus/GMP Contract Disbursement Agreement ***(Admitted)***	JA001869- JA001884	30
	Trial Exhibit 4 - APCO Pay Application No. 9 Submitted to Gemstone ***(Admitted)***	JA001885- JA001974	30/31/32
	Trial Exhibit 5 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work ***(Admitted)***	JA001975- JA001978	32
	Trial Exhibit 6 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work ***(Admitted)***	JA001979- JA001980	32
	Trial Exhibit 10 - Letter from J. Barker to A. Edelstein Re: Notice of Intent to Stop Work (Second Notice) ***(Admitted)***	JA001981- JA001987	32

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Date	Description	Bates Number	Volume(s)
	Trial Exhibit 13 - Letter from A. Edelstein to Re. Nickerl Re: Termination for Cause (Gemstone) ***(Admitted)***	JA001988-JA002001	32
	Trial Exhibit 14 - Letter from W. Gochnour to Sean Thueson Re: [APCO's] Response to [Gemstone's] Termination for Cause ***(Admitted)***	JA002002-JA002010	33
	Trial Exhibit 15 - Letter from R. Nickerl to A. Edelstein Re: 48-Hour Notices ***(Admitted)***	JA002011-JA002013	33
	Trial Exhibit 16 - Email from J. Horning to A. Berman and J. Olivares re: Joint Checks ***(Admitted)***	JA002014	33
	Trial Exhibit 23 - APCO Subcontractor Notice of Stopping Work and Letter from J. Barker to A. Edelstein Re: Notice of Stopping Work and Notice of Intent to Terminate Contract ***(Admitted)***	JA002015-JA002016	33
	Trial Exhibit 24 - Letter from R. Nickerl to Clark County re: Notification of APCO's withdrawal as General Contractor of Record ***(Admitted)***	JA002017-JA002023	33
	Trial Exhibit 26 - Email from J. Gisondo to Subcontractors re: June checks ***(Admitted)***	JA002024	34
	Trial Exhibit 27 - Letter from A. Edelstein to R. Nickerl re: June Progress Payment ***(Admitted)***	JA002025-JA002080	34
	Trial Exhibit 28 - Letter from J. Barker to A. Edelstein Re: Termination of Agreement for GMP ***(Admitted)***	JA002081	34
	Trial Exhibit 31 - Transmission of APCO's Pay Application No. 11 as Submitted to Owner ***(Admitted)***	JA002082-JA002120	34/35
	Trial Exhibit 45 - Subcontractor Agreement ***(Admitted)***	JA002121-JA002146	35

Date	**Description**	**Bates Number**	**Volume(s)**
	Trial Exhibit 162 - Amended and Restated General Construction Agreement between Gemstone and CAMCO ***(Admitted)***	JA002147-JA002176	35/36
	Trial Exhibit 212 - Letter from Edelstein to R. Nickerl re: NRS 624 Notice ***(Admitted)***	JA002177-JA002181	36
	Trial Exhibit 215 - Email from C. Colligan to Subcontractors re: 48-hour Termination Notice ***(Admitted)***	JA002182-JA002185	36
	Trial Exhibit 216 - Email from C. Colligan re: Meeting with Subcontractors ***(Admitted)***	JA002186-JA002188	36
	Trial Exhibit 506 – Email and Contract Revisions ***(Admitted)***	JA002189 – JA002198	36
01-18-18	**Transcript – Bench Trial (Day 2)**[6]	JA005284-JA005370	78
	Trial Exhibit 535 – Deposition Transcript of Andrew Rivera (Exhibit 99) ***(Admitted)***	JA005371-JA005623	78/79/80
01-19-18	**Transcript – Bench Trial (Day 3)**[7]	JA005624-JA005785	80
	Trial Exhibit 231 – Helix Electric's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint ***(Admitted)***	JA005786-JA005801	80
	Trial Exhibit 314 - Declaration of Victor Fuchs in support of Helix's Motion for Partial Summary Judgment against Gemstone ***(Admitted)***	JA005802-JA005804	80
	Trial Exhibit 320 – June-August Billings—not paid to APCO ***(Admitted)***	JA005805	80
	Trial Exhibit 321 – Overpayments to Cabinetec ***(Admitted)***	JA005806-	80

[6] Filed January 31, 201879
[7] Filed January 31, 2018

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 536 – Lien math calculations (handwritten) ***(Admitted)***	JA005807-JA005808	80
	Trial Exhibit 804 – Camco Correspondence ***(Admitted)***	JA005809-JA005816	80
	Trial Exhibit 3176 – APCO Notice of Lien ***(Admitted)***	JA005817-JA005819	81
01-24-18	**Transcript – Bench Trial (Day 5)[8]**	**JA005820-JA005952**	81
01-24-19	**Transcript for All Pending Fee Motions on July 19, 2018**	**JA007300-JA007312**	**100/101**

[8] Filed January 31, 2018

authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services which constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

§ 3.13 USE OF SITE

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

§ 3.16 ACCESS TO WORK

§ 3.16.1 The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

§ 3.17.1 The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations

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are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by Project Management Protective Liability insurance purchased by the Contractor in accordance with Section 11.3, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ADMINISTRATION OF THE CONTRACT

§ 4.1 ARCHITECT

§ 4.1.1 The Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a new Architect against whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the former Architect.

§ 4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents, and will be an Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 12.2. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 4.2.2 The Architect, as a representative of the Owner, will visit the site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be

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responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect will have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, will receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Section 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until 15 days after written request is made for them.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith.

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§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.3 CLAIMS AND DISPUTES

§ 4.3.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims must be initiated by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 4.3.2 Time Limits on Claims. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Architect and the other party.

§ 4.3.3 Continuing Contract Performance. Pending final resolution of a Claim except as otherwise agreed in writing or as provided in Section 9.7.1 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 4.3.4 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 21 days after the Architect has given notice of the decision. If the conditions encountered are materially different, the Contract Sum and Contract Time shall be equitably adjusted, but if the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Architect for initial determination, subject to further proceedings pursuant to Section 4.4.

§ 4.3.5 Claims for Additional Cost. If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.6.

§ 4.3.6 If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Architect, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with this Section 4.3.

§ 4.3.7 Claims for Additional Time

§ 4.3.7.1 If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

§ 4.3.7.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 4.3.8 Injury or Damage to Person or Property. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within

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a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 4.3.9 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 4.3.10 **Claims for Consequential Damages.** The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 4.3.10 shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 4.4 RESOLUTION OF CLAIMS AND DISPUTES

§ 4.4.1 **Decision of Architect.** Claims, including those alleging an error or omission by the Architect but excluding those arising under Sections 10.3 through 10.5, shall be referred initially to the Architect for decision. An initial decision by the Architect shall be required as a condition precedent to mediation, arbitration or litigation of all Claims between the Contractor and Owner arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Architect with no decision having been rendered by the Architect. The Architect will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 4.4.2 The Architect will review Claims and within ten days of the receipt of the Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Architect is unable to resolve the Claim if the Architect lacks sufficient information to evaluate the merits of the Claim or if the Architect concludes that, in the Architect's sole discretion, it would be inappropriate for the Architect to resolve the Claim.

§ 4.4.3 In evaluating Claims, the Architect may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Architect in rendering a decision. The Architect may request the Owner to authorize retention of such persons at the Owner's expense.

§ 4.4.4 If the Architect requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either provide a response on the requested supporting data, advise the Architect when the response or supporting data will be furnished or advise the Architect that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Architect will either reject or approve the Claim in whole or in part.

§ 4.4.5 The Architect will approve or reject Claims by written decision, which shall state the reasons therefor and which shall notify the parties of any change in the Contract Sum or Contract Time or both. The approval or rejection of a Claim by the Architect shall be final and binding on the parties but subject to mediation and arbitration.

§ 4.4.6 When a written decision of the Architect states that (1) the decision is final but subject to mediation and arbitration and (2) a demand for arbitration of a Claim covered by such decision must be made within 30 days after the date on which the party making the demand receives the final written decision, then failure to demand arbitration within said 30 days' period shall result in the Architect's decision becoming final and binding upon the Owner and Contractor. If the Architect renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence, but shall not supersede arbitration proceedings unless the decision is acceptable to all parties concerned.

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§ 4.4.7 Upon receipt of a Claim against the Contractor or at any time thereafter, the Architect or the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Architect or the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 4.4.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the Claim by the Architect, by mediation or by arbitration.

§ 4.5 MEDIATION

§ 4.5.1 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Sections 4.3.10, 9.10.4 and 9.10.5 shall, after initial decision by the Architect or 30 days after submission of the Claim to the Architect, be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

§ 4.5.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the Contract and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 4.5.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 4.6 ARBITRATION

§ 4.6.1 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Sections 4.3.10, 9.10.4 and 9.10.5, shall, after decision by the Architect or 30 days after submission of the Claim to the Architect, be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with the provisions of Section 4.5.

§ 4.6.2 Claims not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association, and a copy shall be filed with the Architect.

§ 4.6.3 A demand for arbitration shall be made within the time limits specified in Sections 4.4.6 and 4.6.1 as applicable, and in other cases within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations as determined pursuant to Section 13.7.

§ 4.6.4 **Limitation on Consolidation or Joinder.** No arbitration arising out of or relating to the Contract shall include, by consolidation or joinder or in any other manner, the Architect, the Architect's employees or consultants, except by written consent containing specific reference to the Agreement and signed by the Architect, Owner, Contractor and any other person or entity sought to be joined. No arbitration shall include, by consolidation or joinder or in any other manner, parties other than the Owner, Contractor, a separate contractor as described in Article 6 and other persons substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration. No person or entity other than the Owner, Contractor or a separate contractor as described in Article 6 shall be included as an original third party or additional third party to an arbitration whose interest or responsibility is insubstantial. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described therein or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

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§ 4.6.5 Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 4.6.6 Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect will promptly reply to the Contractor in writing stating whether or not the Owner or the Architect, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Architect to reply promptly shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not change a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitute.

§ 5.3 SUBCONTRACTUAL RELATIONS

§ 5.3.1 By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

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§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided that:

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Section 4.3.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights which apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work or defective construction of a separate contractor.

§ 6.2.4 The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

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§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

§ 6.3.1 If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect, stating their agreement upon all of the following:

.1 change in the Work;

.2 the amount of the adjustment, if any, in the Contract Sum; and

.3 the extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in Section 7.3.3.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 unit prices stated in the Contract Documents or subsequently agreed upon;

.3 cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 as provided in Section 7.3.6.

§ 7.3.4 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.5 A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

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§ 7.3.6 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Architect on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.6 shall be limited to the following:

.1 costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.7 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.8 Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the Architect will make an interim determination for purposes of monthly certification for payment for those costs. That determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a claim in accordance with Article 4.

§ 7.3.9 When the Owner and Contractor agree with the determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

§ 7.4 MINOR CHANGES IN THE WORK

§ 7.4.1 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

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§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by the Contract Documents or a notice to proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five days or other agreed period before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Section 4.3.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

§ 9.2.1 Before the first Application for Payment, the Contractor shall submit to the Architect a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and reflecting retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.8, such applications may include requests for payment on account of changes in the Work which have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Such applications may not include requests for payment for portions of the Work for which the Contractor does not intend to pay to a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

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§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of:

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;

.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or another contractor;

.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or

.7 persistent failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said

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Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law.

§ 9.6.5 Payment to material suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

§ 9.7.1 If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by arbitration, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

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§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.4.1.5 and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that

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portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from:

.1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;

.2 failure of the Work to comply with the requirements of the Contract Documents; or

.3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

§ 10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

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§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 The Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. The Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up, which adjustments shall be accomplished as provided in Article 7.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) and provided that such damage, loss or expense is not due to the sole negligence of a party seeking indemnity.

§ 10.4 The Owner shall not be responsible under Section 10.3 for materials and substances brought to the site by the Contractor unless such materials or substances were required by the Contract Documents.

§ 10.5 If, without negligence on the part of the Contractor, the Contractor is held liable for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.6 EMERGENCIES

§ 10.6.1 In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Section 4.3 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;

.2 claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 claims for damages insured by usual personal injury liability coverage;

.5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

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.6 claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 claims for bodily injury or property damage arising out of completed operations; and

.8 claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Section 9.10.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

§ 11.2 OWNER'S LIABILITY INSURANCE

§ 11.2.1 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROJECT MANAGEMENT PROTECTIVE LIABILITY INSURANCE

§ 11.3.1 Optionally, the Owner may require the Contractor to purchase and maintain Project Management Protective Liability Insurance from the Contractor's usual sources as primary coverage for the Owner's, Contractor's and Architect's vicarious liability for construction operations under the Contract. Unless otherwise required by the Contract Documents, the Owner shall reimburse the Contractor by increasing the Contract Sum to pay the cost of purchasing and maintaining such optional insurance coverage, and the Contractor shall not be responsible for purchasing any other liability insurance on behalf of the Owner. The minimum limits of liability purchased with such coverage shall be equal to the aggregate of the limits required for Contractor's Liability Insurance under Sections 11.1.1.2 through 11.1.1.5.

§ 11.3.2 To the extent damages are covered by Project Management Protective Liability insurance, the Owner, Contractor and Architect waive all rights against each other for damages, except such rights as they may have to the proceeds of such insurance. The policy shall provide for such waivers of subrogation by endorsement or otherwise.

§ 11.3.3 The Owner shall not require the Contractor to include the Owner, Architect or other persons or entities as additional insureds on the Contractor's Liability Insurance coverage under Section 11.1.

§ 11.4 PROPERTY INSURANCE

§ 11.4.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.4 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.4.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

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§ 11.4.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance which will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.4.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.4.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.4.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.4.2 Boiler and Machinery Insurance. The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.4.3 Loss of Use Insurance. The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.4.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.4.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.4.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.4.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.4. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.4.7 Waivers of Subrogation. The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.4 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a

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person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.4.8 A loss insured under Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.4.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.4.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or in accordance with an arbitration award in which case the procedure shall be as provided in Section 4.6. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.4.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved as provided in Sections 4.5 and 4.6. The Owner as fiduciary shall, in the case of arbitration, make settlement with insurers in accordance with directions of the arbitrators. If distribution of insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

§ 11.5 PERFORMANCE BOND AND PAYMENT BOND

§ 11.5.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.5.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered which the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

§ 12.2.1.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents,

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any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

§ 12.3.1 If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

§ 13.1.1 The Contract shall be governed by the law of the place where the Project is located.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to an institutional lender providing construction financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

§ 13.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

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§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

§ 13.6.1 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

§ 13.7.1 As between the Owner and Contractor:

.1 Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;

.2 Between Substantial Completion and Final Certificate for Payment. As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and

.3 After Final Certificate for Payment. As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to

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run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any Warranty provided under Section 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under Section 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 issuance of an order of a court or other public authority having jurisdiction which requires all Work to be stopped;

.2 an act of government, such as a declaration of national emergency which requires all Work to be stopped;

.3 because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

.4 the Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has persistently failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor:

.1 persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

.3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 accept assignment of subcontracts pursuant to Section 5.4; and

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.3 finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

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EXHIBIT G

Corresponding Common Area

MANHATTAN WEST

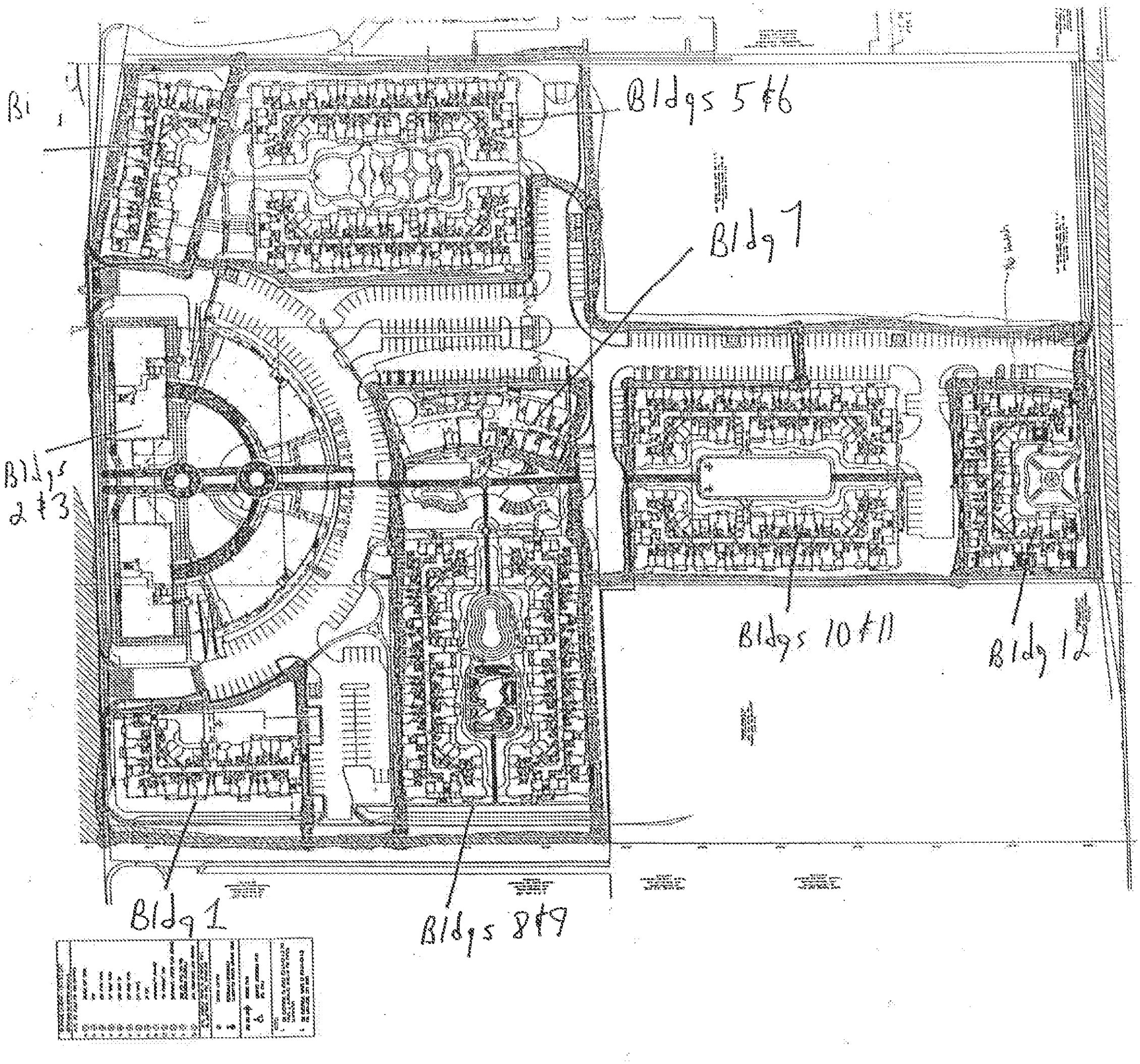

EXHIBIT B

EXHIBIT B

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: Manhattan West
9121 W. Russell Rd.
Las Vegas, NV 89148

PROJECT: Manhattan West
Phase 1

OWNER DRAW NO: 7
APPLICATION NO: 6
PERIOD: 5/31/2008
PROJECT 168
CONTRACT DATE: 08/06/07

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐ NCS
☐ Pete Smith

FROM CONTRACTOR: APCO Construction
3432 North 5th Street
N. Las Vegas, NV 89032

VIA ARCHITECT: DZ Architects

CONTRACT FOR : Manhattan West Phase 1

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	$	78,998,160.00
2. Net change by Change Orders	$	145,722.31
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	$	79,083,882.31
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	~~42,824,744.44~~ 40,385,381.54 AE
5. RETAINAGE		
a. ___% of completed work (Buildings)	$	~~3,841,657.10~~ 3,741,654.98 AE
b. 5 % of Site Work	$	223,439.15
Total Retainage (line 5a 5b)		~~4,065,096.25~~ 3,965,094.13 AE
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	~~38,674,467.69~~ 38,420,287.41 AE
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 form prior Certificate)	$	35,139,610.72
8. CURRENT PAYMENT DUE	$	~~3,534,856.97~~ 3,280,676.69 AE
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	~~40,409,414.62~~ 40,713,594.88 AE

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
TOTAL CHANGES APPROVED IN PREVIOUS MONTHS BY OWNER	-	-
Total approved this Month	145,722.31	-
TOTALS	145,722.31	-
NET CHANGES by change order	145,722.31	

The undersigned contractor certifies that to the best of the Contractor's knowledge , information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payments were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR

By: _____ Date: 6/20/08

State of: Nevada
County of: Clark
Subscribed and sworn to before me this
20 day of June, 2008

Notary Public: _____

My Commission expires: 7/27/09

UPK, 049.13 AE
ARCHITECT FOR THE FIRM

By: _____ Date: 7-2-08

OWNER

By: _____ Date: 7/2/08

JA000233

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed certification, is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on contracts where variable retainage for line items may apply.

Schedule of Values Phase 1 Manhattan West

Owner Loan No.: 7
Billing Number: 6
Period: 9/01/2023

A or E	B	C	D	E	F	G	H	I	J	K	L
				WORK COMPLETED		MATERIALS STORED					
ITEM NO.	CSI CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATIONS	THIS PERIOD	THIS PERIOD	CURRENT TOTAL STORED	TOTAL COMPLETED AND STORED	PERCENTAGE COMPLETE	BALANCE TO FINISH	CURRENT RETENTION WITHHELD	TOTAL RETENTION WITHHELD
1	2000	Mobilization	45,000.00	45,000.00	-	-	-	45,000.00	100%	-	-	2,250.00
2	2200	Site Preparation and Mass Excavation	2,539,000.00	2,539,000.00	-	-	-	2,539,000.00	100%	-	-	127,950.00
3	2510	Base Prices	667,000.00	549,956.00	71,570.00	-	-	621,126.40	95%	25,850.00	3,556.50	31,056.00
4	2600	Site Storm Sewer	911,000.00	477,745.10	23,034.90	-	-	500,780.00	92%	19,220.00	1,151.75	25,039.00
5	2630	Site Sanitary Sewer	618,000.00	510,450.00	78,550.00	-	82,250.00	590,400.00	95%	24,850.00	3,957.50	29,520.00
6	2700	Insurance	150,700.00	150,700.00	-	-	-	150,700.00	100%	-	-	7,535.00
OFF & ON-SITE INFRASTRUCTURE												
7	2740	Utilities Russell Road Asphalt Paving	222,750.00	-	-	-	-	-	0%	222,750.00	-	-
8	2770	Utilities Curb & Gutter Russell	77,000.00	-	-	-	-	-	0%	77,000.00	-	-
9	2770	Utilities Sidewalks Russell	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
10	2740	Asphalt Paving Phase 1	289,600.00	35,427.50	-	-	-	35,427.50	12%	254,172.50	-	3,542.75
11	2770	Curb and Gutter Phase 1	113,000.00	-	-	-	-	-	0%	113,000.00	-	-
12	2770	Sidewalks Phase 1 (Budget)	220,000.00	-	-	-	-	-	0%	220,000.00	-	-
13	2760	Brick Pavers Phase 1 (Budget)	258,000.00	-	-	-	-	-	0%	258,000.00	-	-
14	2870	Site Furnishings Phase 1 (Budget)	100,000.00	-	-	-	-	-	0%	100,000.00	-	-
15	13000	Pools	480,000.00	-	-	-	-	-	0%	480,000.00	-	-
16	16000	Electrical Engineering	6,200.00	-	-	-	-	-	0%	6,200.00	-	-
17	16000	Electrical Mobilization	-	-	-	-	-	-	0%	-	-	-
18	16000	Electrical Office Trailer/Admin.	4,900.00	-	-	-	-	-	0%	4,900.00	-	-
19	16000	Electrical Prof Fees/Insp, C&D, Proj Assist	3,000.00	-	-	-	-	-	0%	3,000.00	-	-
20	16000	Electrical Permits	2,600.00	-	-	-	-	-	0%	2,600.00	-	-
21	16000	Electrical Submittals	500.00	500.00	-	-	-	500.00	100%	-	-	45.00
22	16000	Electrical Supervision/Coordination	4,800.00	-	-	-	-	-	0%	4,800.00	-	-
23	16000	Furnish Landscape Lighting	157,000.00	-	-	-	-	-	0%	157,000.00	-	-
24	16000	Furnish Courtyard Lighting	40,000.00	-	-	-	-	-	0%	40,000.00	-	-
25	16000	Furnish Sports Lighting	6,000.00	-	-	-	-	-	0%	6,000.00	-	-
26	16000	Furnish Parking Lot Pole Lighting	32,000.00	-	-	-	-	-	0%	32,000.00	-	-
27	1000	APCG Construction Contractor Fee	148,883.00	3,893.62	-	-	-	3,893.62	3%	144,989.38	-	350.34
SITE SCOPE #2												
28	2900	Landscaping	90,000.00	-	-	-	-	-	0%	90,000.00	-	-
29	5100	Reinforcing Steel Labor	348,000.00	309,671.50	-	-	-	309,671.50	89%	38,328.50	-	30,967.15
30	5100	Reinforcing Steel Material	508,812.50	508,812.50	-	-	-	508,812.50	100%	-	-	50,881.25
31	3300	Concrete Excavate Footings	248,500.00	248,500.00	-	-	-	248,500.00	100%	-	-	24,850.00
32	3300	Concrete Place footings	200,000.00	200,000.00	-	-	-	200,000.00	100%	-	-	20,000.00
33	3300	Concrete Form and Place Lower Walls	366,000.00	366,000.00	-	-	-	366,000.00	100%	-	-	36,600.00
34	3300	Concrete Form and Place Lower Columns	55,000.00	55,000.00	-	-	-	55,000.00	100%	-	-	5,500.00
35	3300	Concrete Place and Finish Slab on Grade	130,000.00	130,000.00	-	-	-	130,000.00	100%	-	-	13,000.00
36	3300	Concrete Form and Place Mid Deck	450,000.00	450,000.00	-	-	-	450,000.00	100%	-	-	45,000.00
37	3300	Concrete Form and Place Mid Walls	300,000.00	300,000.00	-	-	-	300,000.00	100%	-	-	30,000.00
38	3300	Concrete Form and Place Mid Columns	88,000.00	88,000.00	-	-	-	88,000.00	100%	-	-	8,800.00
39	3300	Concrete Form and Place Upper Deck	475,900.00	475,184.50	-	-	-	475,184.50	100%	715.50	-	47,518.45
40	3450	Precast Concrete Garage 1st Floor	25,000.00	-	-	-	-	-	0%	25,000.00	-	-
41	3450	Precast Concrete Garage 2nd Floor	25,000.00	-	-	-	-	-	0%	25,000.00	-	-
42	3450	Precast Concrete Garage 3rd Floor	25,000.00	-	-	-	-	-	0%	25,000.00	-	-
43	3450	Precast Concrete Garage 4th Floor	25,000.00	-	-	-	-	-	0%	25,000.00	-	-
44	4105	Masonry Grout	32,100.00	-	-	-	-	-	0%	32,100.00	-	-
45	4105	Masonry CMU Brick Veneer	151,200.00	-	-	-	-	-	0%	151,200.00	-	-
46	6415	Granite (Budget)	16,000.00	-	-	-	-	-	0%	16,000.00	-	-

JA000234

1	15010	Plumbing Trenches Excavation	29,615.00	29,615.00	-	-	-	-	-	-
2	15010	Plumbing Building Water Service	8,215.00	8,215.00	-	-	-	-	-	-
3	15010	Plumbing Trenches and Pipe Bedding	29,615.00	29,615.00	-	-	-	-	-	-
4	15010	Plumbing Pipe Sleeves	33,140.00	33,140.00	-	-	-	-	-	-
5	15010	Plumbing Pipe Penetrations	24,230.00	24,230.00	-	-	-	-	-	-
6	15010	Plumbing Excavation and Backfill	45,220.00	45,220.00	-	-	-	-	-	-
7	15010	Plumbing Underground Piping	3,410.00	3,410.00	-	-	-	-	-	-
8	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
9	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
10	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
11	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
12	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
13	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
14	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
15	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
16	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
17	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
18	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
19	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
20	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
21	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
22	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
23	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
24	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
25	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
26	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
27	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
28	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
29	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
30	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
31	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
32	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
33	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
34	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
35	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
36	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
37	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
38	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
39	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
40	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
41	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
42	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
43	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
44	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
45	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
46	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
47	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
48	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
49	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
50	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
51	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
52	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
53	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
54	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
55	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
56	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
57	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
58	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
59	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
60	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
61	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
62	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
63	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
64	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
65	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
66	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
67	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
68	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
69	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
70	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
71	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
72	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
73	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
74	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
75	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
76	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
77	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
78	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
79	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
80	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
81	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
82	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
83	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
84	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
85	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
86	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
87	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
88	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
89	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
90	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
91	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
92	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
93	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
94	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
95	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
96	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
97	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
98	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
99	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
100	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
101	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
102	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
103	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
104	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
105	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-
106	15010	Plumbing Underground Piping	2,870.00	2,870.00	-	-	-	-	-	-

116	3400	[illegible]	364,650.00	[illegible]	-	-	-	[illegible]	0%	30,700.00	-	$ -
117	3500	Architectural Precast	309,612.50	309,612.50	-	-	-	309,612.50	100%	118,038.50	-	$ 24,681.35
118	3510	Precast Erect and Install	248,500.00	248,500.00	-	-	-	248,500.00	100%	-	-	$ 52,185.00
119	3520	Grouting Base Plates	290,000.00	290,000.00	-	-	-	290,000.00	100%	-	-	$ 34,800.00
120	3530	Reinforcing Steel - Architectural Precast	307,500.00	307,500.00	-	-	-	307,500.00	100%	-	-	$ 30,750.00
121	3540	Topcasting Sand and Float Finish Columns	85,000.00	85,000.00	-	-	-	85,000.00	100%	-	-	$ 8,500.00
122	3550	Concrete Floor and Finish Slab on Grade	105,000.00	105,000.00	-	-	-	105,000.00	100%	-	-	$ 10,500.00
123	3700	Concrete Placing and Finish (Labor)	427,000.00	427,000.00	-	-	-	175,000.00	41%	25,000.00	-	$ 17,500.00
124	3800	Concrete Forms and Rough Hardware	350,000.00	350,000.00	-	-	-	450,000.00	100%	-	-	$ 45,000.00
125	3810	Concrete Form and Rough Hardware	85,000.00	85,000.00	-	-	-	303,000.00	100%	-	-	$ 30,300.00
126	3820	Concrete Form and Rough Hardware	85,000.00	85,000.00	-	-	-	85,000.00	100%	-	-	$ 8,500.00
127	3830	Forms for Form and Rough Hardware	600,000.00	548,000.00	-	-	-	548,000.00	91%	34,500.00	-	$ 54,800.00
128	3900	Concrete Accessories for Hardware	25,000.00	-	-	-	-	-	0%	25,000.00	-	$ -
129	3950	Precast Slabs on Grade 1st Floor	25,000.00	-	-	-	-	-	0%	25,000.00	-	$ -
130	3960	Precast Concrete (Budget) 3rd Floor	25,000.00	-	-	-	-	-	0%	25,000.00	-	$ -
131	3970	Precast Concrete (Budget) 4th Floor	25,000.00	-	-	-	-	-	0%	25,000.00	-	$ -
132	4100	Masonry	32,100.00	-	-	-	-	-	0%	32,100.00	-	$ -
133	4120	Masonry Thin Brick Veneer	151,200.00	-	-	-	-	-	0%	151,200.00	-	$ -
134	6415	Granite (Budget)	18,000.00	-	-	-	-	-	0%	18,000.00	-	$ -
135	5100	Steel	2,110,000.00	535,812.52	126,380.00	104,795.00	268,810.00	1,069,997.63	90%	1,040,092.37	24,909.50	$ 106,999.76
136	6200	Finish Carpentry (Budget)	35,000.00	-	-	-	-	-	0%	35,000.00	-	$ -
137	7810	Fireproofing	34,960.00	-	-	-	-	-	0%	34,960.00	-	$ -
138	7820	Insulation	57,280.00	-	-	-	-	-	0%	57,280.00	-	$ -
139	7830	Roofing	164,000.00	-	-	-	-	-	0%	164,000.00	-	$ -
140	7100	Waterproofing	176,450.00	53,316.01	-	-	-	53,394.01	30%	111,155.70	-	$ 3,331.40
141	7840	Sheet	351,100.00	-	-	-	-	-	0%	351,100.00	-	$ -
142	8550	Windows	265,500.00	-	-	248,000.00	248,000.00	248,000.00	93%	26,500.00	24,500.00	$ 24,800.00
143	8400	Storefront Doors	31,500.00	-	-	-	-	-	0%	31,500.00	-	$ -
144	9250	L.G.W.T and Drywall	302,000.00	-	-	-	-	-	0%	302,000.00	-	$ -
145	9550	Flooring	300,000.00	-	-	-	-	-	0%	300,000.00	-	$ -
146	9900	Painting	85,000.00	-	-	-	-	-	0%	85,000.00	-	$ -
147	15000	Sprinkler	300,292.00	131,401.32	-	-	75,000.00	131,401.32	43%	175,190.68	-	$ 13,140.13
148	15390	Mechanical Modifications	3,750.00	3,750.00	-	-	-	3,750.00	100%	-	-	$ 375.00
149	15390	Mechanical Submittals	397.50	265.00	-	-	-	265.00	67%	132.50	-	$ 26.50
150	15010	Mechanical General Conditions	681.13	135.35	329.50	-	-	351.64	52%	170.29	72.35	$ 35.15
151	15750	Mechanical Close-out Documents	300.00	-	-	-	-	-	0%	300.00	-	$ -
152	15010	HVAC Permit	1,250.00	1,250.00	-	-	-	1,250.00	100%	-	-	$ 125.00
153	15000	HVAC Pre Rack/Duct Set Piping	37,450.00	-	-	-	-	-	0%	37,450.00	-	$ -
154	15020	HVAC Equipment - FSD Materials	29,950.00	-	-	-	-	-	0%	29,950.00	-	$ -
155	15020	HVAC Rough Duct	29,950.00	-	-	-	-	-	0%	29,950.00	-	$ -
156	15020	HVAC Set Equipment	29,950.00	-	-	-	-	-	0%	29,950.00	-	$ -
157	15020	HVAC Set Tops	7,490.00	-	-	-	-	-	0%	7,490.00	-	$ -
158	15020	HVAC FSD - DD Testing	7,490.00	-	-	-	-	-	0%	7,490.00	-	$ -
159	15020	HVAC Start-Up	7,490.00	-	-	-	-	-	0%	7,490.00	-	$ -
160	15010	Plumbing Permit	3,870.00	2,841.30	-	-	-	2,841.30	98%	78.70	-	$ 284.13
161	15010	Plumbing Excavation and Backfill	48,900.00	48,900.00	-	-	-	48,900.00	89%	489.00	-	$ 4,889.21
162	15010	Plumbing UG Sanitary Piping	24,890.00	24,890.50	-	-	-	24,890.50	99%	388.50	-	$ 2,489.15
163	15010	Plumbing UG Storm Piping	89,911.50	92,477.50	-	-	-	92,477.50	99%	633.11	-	$ 9,247.75
164	15010	Plumbing Pre-Cast Structures	29,675.00	29,580.50	-	-	-	29,581.50	99%	993.50	-	$ 2,958.15
165	15010	Plumbing Building Connections	3,215.50	3,182.35	-	-	-	3,182.75	99%	32.15	-	$ 318.20
166	15010	Plumbing Blocking and Bracing	7,950.00	7,873.40	-	-	-	7,873.40	99%	76.60	-	$ 787.34
167	15010	Plumbing UG Vent & Vent	34,050.00	35,056.00	-	-	-	16,256.00	30%	37,814.00	-	$ 1,625.60
168	15010	Plumbing Drains / Cleanouts	25,427.00	21,952.35	-	-	-	21,952.35	85%	3,874.65	-	$ 2,195.24
169	15010	Plumbing AG Storm Piping	35,688.50	11,414.50	-	-	-	11,414.50	29%	24,243.50	-	$ 1,141.45
170	15010	Plumbing AG Domestic Water	78,796.50	11,614.50	-	-	-	11,614.50	15%	66,951.10	-	$ 1,161.45
171	15010	Plumbing Trucks	8,164.00	818.40	-	-	-	818.40	10%	7,345.60	-	$ 81.84
172	15010	Plumbing Fixtures	44,532.00	-	-	-	-	-	0%	44,532.00	-	$ -
173	15010	Plumbing Equipment	26,760.00	3,129.20	-	-	$23.20	3,129.20	12%	23,630.80	-	$ 312.92

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1	10001	Accounting Services	$ 4,200.00							
2	10002	Advertising and Marketing	$ 1,500.00							
3	10003	Architectural Services	$ 6,000.00							
4	10004	Attorney Fees - General	$ 3,000.00							
5	10005	Attorney Fees - Litigation	$ 2,500.00							
6	10006	Bank Charges and Fees	$ 1,200.00							
7	10007	Bookkeeping Services	$ 2,400.00							
8	10008	Business Consulting	$ 3,500.00							
9	10009	Business Insurance	$ 2,800.00							
10	10010	Business Licenses and Permits	$ 1,000.00							
11	10011	Cable and Internet	$ 1,200.00							
12	10012	Cell Phone Expenses	$ 1,800.00							
13	10013	Charitable Contributions	$ 2,000.00							
14	10014	Cleaning Services	$ 1,500.00							
15	10015	Computer Hardware	$ 3,000.00							
16	10016	Computer Software and Subscriptions	$ 2,500.00							
17	10017	Consulting Fees	$ 5,000.00							
18	10018	Continuing Education	$ 1,200.00							
19	10019	Credit Card Fees	$ 1,800.00							
20	10020	Depreciation Expense	$ 4,500.00							
21	10021	Dues and Memberships	$ 1,200.00							
22	10022	Electricity	$ 2,200.00							
23	10023	Employee Benefits	$ 3,500.00							
24	10024	Equipment Rental	$ 1,500.00							
25	10025	Equipment Repairs and Maintenance	$ 2,000.00							
26	10026	Filing Fees	$ 500.00							
27	10027	Freight and Shipping	$ 1,000.00							
28	10028	Fuel and Oil	$ 2,500.00							
29	10029	Furniture and Fixtures	$ 3,000.00							
30	10030	Gifts and Entertainment	$ 1,500.00							
31	10031	Group Health Insurance	$ 4,000.00							
32	10032	Heating and Cooling	$ 2,000.00							
33	10033	Home Office Expenses	$ 1,200.00							
34	10034	Insurance - Auto	$ 1,800.00							
35	10035	Insurance - Disability	$ 1,200.00							
36	10036	Insurance - Liability	$ 2,000.00							
37	10037	Insurance - Life	$ 1,500.00							
38	10038	Insurance - Property	$ 2,500.00							
39	10039	Insurance - Workers Compensation	$ 3,000.00							
40	10040	Interest Expense	$ 1,800.00							
41	10041	Internet Service	$ 1,200.00							
42	10042	Janitorial Supplies	$ 1,000.00							
43	10043	Landscaping	$ 1,500.00							
44	10044	Late Fees	$ 500.00							
45	10045	Legal Fees	$ 2,000.00							
46	10046	Licenses and Permits	$ 1,200.00							
47	10047	Maintenance and Repairs	$ 2,500.00							
48	10048	Marketing and Advertising	$ 3,000.00							
49	10049	Meals and Entertainment	$ 1,500.00							
50	10050	Medical Expenses	$ 2,000.00							
51	10051	Membership Dues	$ 1,200.00							
52	10052	Miscellaneous Expense	$ 1,000.00							
53	10053	Mortgage Interest	$ 3,500.00							
54	10054	Motor Vehicle Expenses	$ 2,500.00							
55	10055	Office Expenses	$ 1,500.00							
56	10056	Office Supplies	$ 2,000.00							
57	10057	Outside Services	$ 3,000.00							
58	10058	Overdraft Fees	$ 500.00							
59	10059	Parking and Tolls	$ 1,200.00							
60	10060	Payroll Expenses	$ 4,000.00							
61	10061	Payroll Taxes	$ 3,500.00							
62	10062	Penalties and Fines	$ 1,000.00							
63	10063	Postage and Delivery	$ 1,200.00							
64	10064	Printing and Reproduction	$ 2,000.00							
65	10065	Professional Development	$ 1,500.00							
66	10066	Professional Fees	$ 2,500.00							
67	10067	Property Taxes	$ 3,000.00							
68	10068	Real Estate Taxes	$ 2,000.00							
69	10069	Rent Expense	$ 4,500.00							
70	10070	Repairs and Maintenance	$ 2,000.00							
71	10071	Research Expenses	$ 1,500.00							
72	10072	Retirement Plan Contributions	$ 3,000.00							
73	10073	Salaries and Wages	$ 15,000.00							
74	10074	Sales Tax Expense	$ 1,200.00							
75	10075	Security Services	$ 1,000.00							
76	10076	Software Subscriptions	$ 1,500.00							
77	10077	Supplies - Office	$ 2,000.00							
78	10078	Supplies - Operating	$ 2,500.00							
79	10079	Taxes and Licenses	$ 1,800.00							
80	10080	Telephone Expense	$ 1,200.00							
81	10081	Training and Education	$ 2,000.00							
82	10082	Travel Expenses	$ 3,000.00							
83	10083	Uncategorized Expense	$ 500.00							
84	10084	Utilities	$ 2,500.00							
85	10085	Vehicle Expenses	$ 2,000.00							
86	10086	Waste Disposal	$ 1,200.00							
87	10087	Water and Sewer	$ 1,500.00							
88	10088	Website Hosting and Maintenance	$ 1,000.00							
89	10089	Wireless Phone Expenses	$ 1,800.00							
90	10090	Workers Compensation Insurance	$ 2,500.00							
91	10091	Year-End Bonuses	$ 5,000.00							
92	10092	Zoning and Permits	$ 1,200.00							
93	10093	Miscellaneous Expense	$ 1,000.00							
94	10094	Other Operating Expenses	$ 2,000.00							
95	10095	Contingency Fund	$ 3,000.00							
96	10096	Emergency Expenses	$ 2,500.00							
97	10097	Unforeseen Costs	$ 1,500.00							
98	10098	Miscellaneous Expenses	$ 2,000.00							
99	10099	Other Expenses	$ 1,000.00							
100	10100	Total Expenses	$ 150,000.00							

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			3,301.25	-	-	-	-	-	-	0%	3,301.25	-	-	-
291	15010	Plumbing Sanitary Piping	4,300.25	-	-	-	-	-	-	0%	4,300.25	-	-	-
292	15010	Plumbing Vents	3,664.45	3,361.80	-	-	-	3,361.80	100%	-	-	-	5,178.55	
293	15010	Plumbing Storm Piping	3,361.80	-	-	-	-	-	0%	3,361.80	-	-	-	
294	15010	Plumbing Fire Protection	3,361.80	-	-	-	-	-	0%	3,361.80	-	-	-	
295	15010	Plumbing Domestic Water	600.45	-	-	-	-	-	0%	600.45	-	-	-	
296	15010	Plumbing Gas Piping	600.45	-	-	-	-	-	0%	600.45	-	-	-	
297	15010	Plumbing Trim & Fixtures	600.45	-	-	-	-	-	0%	600.45	-	-	-	
298	15010	Plumbing & Sewage Ejector Pumps	151,250.00	-	-	-	-	-	0%	151,250.00	-	-	-	
299	15010	Plumbing Equipment	151,250.00	151,250.00	-	-	-	151,250.00	100%	-	-	-	15,125.00	
300	15010	Plumbing Piping Insul.	121,000.00	-	-	-	-	-	0%	121,000.00	-	-	-	
301	15010	Plumbing & Sewage Ejector Piping	121,000.00	-	-	-	-	-	0%	121,000.00	-	-	-	
302	15010	Plumbing Air Compressors	30,250.00	-	-	-	-	-	0%	30,250.00	-	-	-	
303	15010	Plumbing Testing	30,250.00	-	-	-	-	-	0%	30,250.00	-	-	-	
304	15010	HVAC Start-Up	30,250.00	-	-	-	-	-	0%	30,250.00	-	-	-	
305	15010	Plumbing Equip.	10,178.00	9,590.53	-	-	-	9,590.53	98%	203.48	-	965.99		
306	15010	Plumbing Sewage/Vent and Supports	53,200.00	52,136.00	-	-	-	52,136.00	98%	1,064.00	-	5,319.00		
307	15010	Plumbing CI/S Sanitary Piping	32,207.00	31,662.86	-	-	-	31,662.86	98%	644.74	-	3,178.29		
308	15010	Plumbing CI/S Storm Piping	37,376.00	36,578.46	-	-	-	36,578.46	98%	747.52	-	3,942.69		
309	15010	Plumbing Pre-Cast Structures	13,824.00	13,553.32	-	-	-	13,553.32	98%	276.38	-	1,775.35		
310	15010	Plumbing Building Water Service - Fire Protection	128,571.00	3,505.36	-	70,956.00	70,956.00	74,461.45	58%	84,109.54	1,065.60	1,439.15		
311	15010	Plumbing A/G Waste & Vent	43,700.00	10,952.50	2,186.50	-	-	13,139.00	30%	30,611.00	328.95	1,311.60		
312	15010	Plumbing Drains / Cleanouts	9,207.00	4,887.58	670.70	-	-	5,558.28	60%	3,648.72	66.97	535.52		
313	15010	Plumbing Sleeves and Inserts	3,707.00	3,159.95	379.70	-	-	3,539.65	95%	167.35	37.97	312.17		
314	15010	Plumbing A/G Storm Piping	9,207.00	1,067.40	928.70	-	-	1,996.10	22%	7,210.90	92.87	158.61		
315	15010	Plumbing A/G Domestic Water	25,999.00	4,699.95	3,299.95	-	-	8,199.90	32%	17,799.10	329.99	3,819.96		
316	15010	Plumbing A/G Gas Piping	12,000.00	-	-	-	-	-	0%	12,000.00	-	-		
317	15010	Plumbing Trim & Fixtures	10,884.00	-	-	-	-	-	0%	10,884.00	-	-		
318	15010	Plumbing Fixtures	19,118.00	-	-	-	-	-	0%	19,118.00	-	-		
319	15010	Plumbing Equipment	11,672.00	1,167.20	-	-	-	1,167.20	10%	10,504.80	-	116.72		
320	15010	Plumbing Condensate Piping	5,107.00	-	-	-	-	-	0%	5,107.00	-	-		
321	15010	Plumbing Testing	3,695.00	185.40	-	-	-	185.40	5%	3,671.60	-	18.54		
322	15010	Plumbing Identification	792.00	-	-	-	-	-	0%	792.00	-	-		
323	15010	Plumbing Insulation - Process - Fire Protection	47,103.00	-	7,845.00	-	-	7,845.00	16%	39,558.00	784.50	784.50		
324	15010	Plumbing A/G Waste & Vent	43,700.00	-	4,373.00	-	-	4,373.00	10%	39,327.00	437.30	437.30		
325	15010	Plumbing Drains / Cleanouts	9,207.00	-	1,241.40	-	-	1,241.40	20%	4,965.60	124.14	124.14		
326	15010	Plumbing Sleeves and Inserts	3,707.00	-	2,965.60	-	-	2,965.60	80%	741.40	296.56	296.56		
327	15010	Plumbing A/G Storm Piping	9,207.00	-	284.35	-	-	284.35	3%	8,922.65	28.44	28.44		
328	15010	Plumbing A/G Domestic Water	25,999.00	-	19,199.80	-	-	19,199.80	20%	20,799.20	1,319.98	1,319.98		
329	15010	Plumbing A/G Gas Piping	12,000.00	-	-	-	-	-	0%	12,000.00	-	-		
330	15010	Plumbing Trim & Fixtures	10,884.00	-	-	-	-	-	0%	10,884.00	-	-		
331	15010	Plumbing Fixtures	19,118.00	-	-	-	-	-	0%	19,118.00	-	-		
332	15010	Plumbing Equipment	11,672.00	-	-	-	-	-	0%	11,672.00	-	-		
333	15010	Plumbing Condensate Piping	5,107.00	-	-	-	-	-	0%	5,107.00	-	-		
334	15010	Plumbing Testing	3,695.00	-	-	-	-	-	0%	3,695.00	-	-		
335	15010	Plumbing Identification	792.00	-	-	-	-	-	0%	792.00	-	-		
336	15010	Plumbing Insulation - Process - Fire Protection	47,103.00	-	7,845.00	-	-	7,845.00	16%	39,558.00	784.50	784.50		
337	15010	Plumbing A/G Waste & Vent	43,700.00	-	4,373.00	-	-	4,373.00	10%	39,327.00	437.30	437.30		
338	15010	Plumbing Drains / Cleanouts	9,207.00	-	1,241.40	-	-	1,241.40	20%	4,965.60	124.14	124.14		
339	15010	Plumbing Sleeves and Inserts	3,707.00	-	2,965.60	-	-	2,965.60	80%	741.40	296.56	296.56		
340	15010	Plumbing A/G Storm Piping	9,207.00	-	284.35	-	-	284.35	3%	8,922.65	28.44	28.44		

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454	3400	Precast Concrete 1st Floor (Budget)	100,000.00	-	-	-	-	-	0%	100,000.00	-	-	-
455	3450	Precast Concrete 2nd Floor (Budget)	100,000.00	-	-	-	-	-	0%	100,000.00	-	-	-
456	3460	Precast Concrete 3rd Floor (Budget)	100,000.00	-	-	-	-	-	0%	100,000.00	-	-	-
457	3470	Precast Concrete 4th Floor (Budget)	100,000.00	-	-	-	-	-	0%	100,000.00	-	-	-
458	3480	Precast (2nd)	249,370.00	236,835.63	-	-	-	236,835.63	95%	12,455.00	-	22,953.30	
459	4100	Masonry Fire Rated Veneer	310,700.00	-	-	-	-	-	0%	310,700.00	-	-	
460	5100	Structural Steel	100,000.00	-	-	-	-	-	0%	100,000.00	-	-	
461	5112	Miscellaneous Steel	91,000.00	-	-	-	-	-	0%	91,000.00	-	-	
462	6100	Wood Framing - 1st Level / Labour, Budget	199,015.00	185,034.70	3,980.30	-	-	199,015.00	100%	-	970.93	19,901.50	
463	6100	Wood Framing - 1st Level / Lumber, Hardware	246,918.00	246,918.00	-	-	-	246,918.00	100%	-	-	24,691.80	
464	6100	Wood Framing - 2nd Level / Labour, Budget	177,141.00	170,956.10	3,542.82	-	-	177,141.00	100%	-	394.26	17,714.10	
465	6100	Wood Framing - 2nd Level / Lumber, Hardware	228,547.00	228,547.00	-	-	-	228,547.00	100%	-	-	22,854.70	
466	6100	Wood Framing - 3rd Level / Labour, Budget	177,141.00	170,956.10	3,542.82	-	-	177,141.00	100%	0.00	394.26	17,714.10	
467	6100	Wood Framing - 3rd Level / Lumber, Hardware	226,039.00	226,039.00	-	-	-	226,039.00	100%	-	-	22,603.90	
468	6100	Wood Framing - 4th Level / Labour, Budget	162,832.00	156,781.36	3,240.64	-	-	162,832.00	100%	-	324.06	16,283.20	
469	6100	Wood Framing - 4th Level / Lumber, Hardware	146,841.00	146,841.00	-	-	-	146,841.00	100%	-	-	14,684.10	
470	6100	Wood Framing - Roof Level / Labour, Budget	91,645.00	89,411.08	1,282.92	-	-	91,645.00	100%	-	128.29	9,164.50	
471	6100	Wood Framing - Roof Level / Lumber, Hardware	179,500.00	179,500.00	-	-	-	179,500.00	100%	-	-	17,950.00	
472	6200	Finish Carpentry (Budget)	650,000.00	8,235.00	-	-	-	5,350.00	1%	651,650.00	-	650.00	
473	7200	Insulation - Fire Caulking	91,000.00	-	4,500.00	-	-	4,500.00	5%	87,210.00	3,540.00	1,350.00	
474	7210	Insulation	301,611.00	131,281.00	91,615.40	-	-	196,277.61	91%	63,961.70	1,961.36	19,427.78	
475	7220	Waterproofing	59,478.00	42,869.04	3,269.99	-	-	46,169.73	78%	13,308.27	328.55	4,619.67	
476	7240	Stucco	305,700.00	-	-	-	-	-	0%	305,700.00	-	-	
477	7250	Fireproofing	294,000.00	228,172.60	-	-	-	228,172.60	94%	15,828.10	-	25,817.20	
478	8100	Doors - Overhead	1,054,650.00	292,500.00	50,000.00	-	-	342,500.00	32%	711,650.00	5,000.00	34,250.00	
479	8900	Glazing	305,000.00	-	-	-	-	-	0%	305,000.00	-	-	
480	8900	Cladding	352,119.50	-	-	-	-	-	0%	352,119.50	-	-	
481	9100	Miscellaneous (Budget)	112,000.00	-	-	-	-	-	0%	112,000.00	-	-	
482	9200	Drywall	274,913.50	72,500.00	-	-	72,500.00	71,500.00	26%	203,413.50	-	7,150.00	
483	9540	Woodwork Backsplash	12,500.00	10,500.00	1,500.00	-	-	12,000.00	96%	500.00	150.00	1,200.00	
484	9550	Millwork Countertops	1,125.00	1,125.00	-	-	-	1,125.00	100%	-	-	112.50	
485	9560	Millwork Cabinets	1,000.00	1,000.00	307.28	-	-	1,256.10	0%	307.28	25.60	125.61	
486	9700	Wall Coverings (Budget)	1,000.00	-	-	-	-	-	0%	1,000.00	-	-	
487	9900	Paint	5,250.00	5,250.00	-	-	-	5,250.00	100%	-	-	525.00	
488	10100	Visual Display Boards	24,615.40	24,615.40	-	-	-	24,615.40	100%	-	-	2,461.54	
489	10200	Louvres and Screens	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1969.47	
490	10300	Fire Protection Specialties	19,694.72	-	-	-	-	-	0%	19,694.72	-	-	
491	10350	Flagpoles	19,694.72	-	-	-	-	-	0%	19,694.72	-	-	
492	10521	Fire Extinguishers	4,923.68	-	-	-	-	-	0%	4,923.68	-	-	

JA000239

IN THE SUPREME COURT OF THE STATE OF NEVADA

Supreme Court Case No. 77320
***Consolidated with* 80508**

HELIX ELECTRIC OF NEVADA, LLC,

Appellant,

v.

APCO CONSTRUCTION, INC., A NEVADA CORPORATION,

Respondent.

JOINT APPENDIX
VOLUME 5

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Docket 77320 Document 2020-37997

CHRONOLOGICAL APPENDIX OF EXHIBITS

Date	Description	Bates Number	Volume(s)
06-24-09	**Helix Electric's Statement of Facts Constituting Lien and Third-Party Complaint**	**JA000001-JA000015**	**1**
08-05-09	**APCO's Answer to Helix's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint**	**JA000016 – JA000030**	**1**
04-26-10	**CAMCO and Fidelity's Answer and CAMCO's Counterclaim**	**JA000031-JA000041**	**1**
07-02-10	**Order Striking Defendant Gemstone Development West, Inc.'s Answer and Counterclaim and Entering Default**	**JA000042-JA000043**	**1**
06-06-13	**APCO's Limited Motion to Lift Stay for Purposes of this Motion Only; (2) APCO's Motion for Summary Judgment Against Gemstone Only; and (3) Request for Order Shortening Time**	**JA000044-JA000054**	**1**
	Exhibit 1 – Affidavit of Randy Nickerl in Support of (I) APCO's Limited Motion to Lift Sta for Purposes of this Motion Only; (2) APCO's Motion for Judgment Against Gemstone Only	JA000055-JA000316	1/2/4/5/6
	Exhibit 2 – Findings of Fact and Conclusions of Law and Judgment in Favor of APCO Construction Against Gemstone Development West, Inc. Only	JA000317-JA000326	6

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06-13-13	**Docket Entry and Minute Order Granting APCO's Motion for Summary Judgment Against Gemstone**	**JA000327**	**6**
08-02-17	**Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements and *Ex Parte* Application for Order Shortening Time**	**JA000328-JA000342**	**6**
	Exhibit 1 – APCO Construction's Answers to Helix Electric of Nevada, LLC's First Request for Interrogatories	JA000343-JA00379	6
	Exhibit 2 – Camco Pacific Construction Company, Inc.'s Responses to Helix Electric of Nevada, LLC's Interrogatories	JA000380-JA000392	6
08-21-17	**APCO Construction's Opposition to Peel Brimley Lien Claimants' Partial Motion for Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements**	**JA000393-JA000409**	**6/7**
	Exhibit A – Excerpt from 30(b)(6) Witness for Helix Electric of Nevada, LLC taken July 20, 2017	JA000410-JA000412	7
09-28-17	**Peel Brimley Lien Claimants' Reply to Oppositions to Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements**	**JA000413-JA00418**	**7**
11-06-17	**Peel Brimley Lien Claimants' Motion in Limine Nos. 1-6**	**JA000419-JA000428**	**7**

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	Exhibit 2 – Amended Notices of 30(b)(6) Deposition of Camco Pacific Construction Company, Inc. from Cactus Rose Construction, Inc., Fast Glass, Inc.'s, Heinaman Contract Glazing, Inc. and Helix Electric of Nevada, LLC's	JA000436-JA000472	7/8
	Exhibit 3 – Excerpt from David E. Parry's Deposition Transcript taken June 20, 2017	JA000473 JA00489	8
	Exhibit 4 – Cactus Rose Construction, Inc.'s First Set of Request for Admissions to Camco Pacific Construction	JA00490 JA000500	8
	Exhibit 5 – Fast Glass, Inc.'s First Set of Request for Admissions to Camco Pacific Construction	JA000501-JA000511	8
	Exhibit 6 – Heinaman Contract Glazing, Inc.'s First Set of Request for Admissions to Camco Pacific Construction	JA000512-JA000522	8
	Exhibit 7 – Helix Electric of Nevada, LLC's First Set of Request for Admissions to Camco Pacific Construction	JA000523-JA000533	8
11-06-17	**Helix Electric of Nevada's Motion *in Limine* Nos. 1-4**	**JA000534-JA000542**	**8**
	Exhibit 1 – Notice of Entry of Order	JA000543-JA000549	8
	Exhibit 2 – Helix Electric of Nevada, LLC's Amended Notice of 30(b)(6) Deposition of APCO Construction	JA000550 JA000558	8/9

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	Exhibit 3 - Excerpts from Brian Benson Deposition Transcript taken June 5, 2017	JA000559 JA000574	9
	Exhibit 4 – Excerpts from Mary Jo Allen's Deposition Transcript taken July 18, 2017	JA000575- JA000589	9
11-06-17	**APCO Construction, Inc.'s Omnibus Motion *in Limine***	**JA000590 JA000614**	**9**
	Exhibit 1 – Second Amended Notice of taking NRCP Rule 30(b)(6) Deposition of Person Most Knowledgeable for Zitting Brothers Construction, Inc.	JA000615- JA000624	9
	Exhibit 2 – Zitting Brothers Construction, Inc.'s Motion for Partial Summary Judgment Against APCO Construction	JA000625- JA000646	9
	Exhibit 3 – Excerpts from Samuel Zitting's Deposition Transcript taken October 27, 2017	JA000647- JA000678	9/10
	Exhibit 4 – Statement of Facts Constituting Lien on Behalf of Buchele, Inc.	JA000679- JA000730	10
	Exhibit 5 – Subcontract Agreement dated April 17, 2007	JA000731- JA000808	10/11
	Exhibit 6 – Subcontract Agreement dated April 17, 2007	JA000809- JA000826	11/12
	Exhibit 7 – Email from Mary Bacon dated October 16, 2017	JA000827- JA000831	12
	Exhibit 8 – Email from Mary Bacon dated October 17, 2017	JA000832- JA000837	12
	Exhibit 9 – Email from Eric Zimbelman dated October 17, 2017	JA000838- JA000844	12
	Exhibit 10 – Special Master Report, Recommendation and District Court Order	JA00845- JA000848	12

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	Exhibit 11 – Plaintiff in Intervention, National Wood Products, Inc.'s Initial Disclosures Pursuant to NRCP 16.1	JA000849-JA000856	12
	Exhibit 12 – Plaintiff in Intervention, National Wood Products, Inc.'s First Supplemental Disclosures Pursuant to NRCP 16.1	JA000857-JA000864	12
	Exhibit 13 – Amended Notice of Taking NRCP Rule 30(b)(6) Deposition of Person Most Knowledgeable for Helix Electric of Nevada, LLC	JA000865-JA000873	12
	Exhibit 14 – Excerpts from Helix Electric of Nevada, LLC's 30(b)(6) Witness Deposition Transcript taken July 20, 2017	JA000874-JA000897	12
11-14-17	**Camco Pacific Construction Company, Inc.'s Opposition to Lien Claimants' Motions in Limine Nos. 1-6**	**JA000898-JA000905**	**12**
	Exhibit A – Nevada Construction Services Cost Plus GMP Contract Disbursement Agreement	JA000906-JA000907	12
	Exhibit B – Scott Financial Corporation's April 28, 2009 letter to the Nevada State Contractor's Board	JA000908-JA000915	2/13
	Exhibit C – E-mail from Alex Edelstein dated December 15, 2008 Re: Letter to Subs	JA000916-JA000917	13
	Exhibit D – Camco Pacific's letter dated December 22, 2008	JA000918-JA000920	13
	Exhibit E – Order Approving Sale of Property	JA000921-JA000928	13

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11-14-17	**APCO Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC's Motions *in Limine* Nos. 1-4**	**JA000929-JA000940**	**13/14**
	Exhibit 1 – Excerpts from the Deposition Transcript of Mary Jo Allen taken July 18, 2017	JA000941-JA000966	14/15/16
	Exhibit 2 – Helix Electric's Manhattan West Billing/Payment Status through August 2008	JA000967-JA000969	16/17
	Exhibit 3 – Excerpts from the Deposition Transcript of Andrew Rivera taken July 20, 2017	JA000970-JA000993	17/18/19
11-14-17	**Helix Electric of Nevada's Opposition to APCO Construction's Omnibus Motion *in Limine***	**JA000994-JA001008**	**20**
	Exhibit 1 – Excerpts from the Deposition Transcript of Brian Benson taken June 5, 2017	JA001009-JA001042	20
	Exhibit 2 - Excerpts from the Deposition Transcript of Brian Benson taken June 5, 2017	JA001043-JA001055	20
	Exhibit 3 – Special Master Order Requiring Completion of Questionnaire	JA001056-JA001059	20
	Exhibit 4 – Excerpts from the Deposition Transcript of the 30(b)(6) Witness for Helix Electric of Nevada taken July 20, 2017	JA001060-JA001064	20
	Exhibit 5 - Excerpts from the Deposition Transcript of David E. Parry taken June 20, 2017	JA001065 JA001132	20/21
11-15-17	**APCO Construction, Inc.'s Reply in Support of its Omnibus *Motion in Limine***	**JA001133 JA001148**	**21**

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	Exhibit 1 – Special Master Report Regarding Discovery Status	JA001149-JA001151	21
	Exhibit 2 – Notice of Taking NRCP Rule 30(b)(6) Deposition of the Person Most Knowledgeable for Zitting Brothers Construction, Inc.	JA001152-JA001160	21
12-29-17	**Notice of Entry of Order Granting Peel Brimley Lien Claimants' Motion *in Limine* 1-6**	**JA001161-JA001169**	**22**
12-29-17	**Notice of Entry of Order Granting in Part and Denying in Part Helix Electric of Nevada, LLC's Motion *in Limine* 1-4**	**JA001170-JA001177**	**22**
12-29-17	**Notice of Entry of Order Granting in Part and Denying in Part APCO Construction's Omnibus Motion *in Limine***	**JA001178-JA001186**	**22**
01-03-18	**Notice of Entry of Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements**	**JA001187-JA001198**	**22**
01-04-18	**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 provision on an Order Shortening Time**	**JA001199-JA001217**	**22**
	Exhibit 1 – Subcontract Agreement (Helix Electric of Nevada, LLC)	JA001218-JA001245	22/23/24
	Exhibit 2 – Subcontract Agreement (Zitting Brothers)	JA001246-JA001263	24

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	Exhibit 4 – Amended Notice of Lien	JA001282-JA001297	25
	Exhibit 5 - Amended NOL	JA001298-JA001309	25
	Exhibit 6 – Notice of Lien	JA001310-JA001313	25
	Exhibit 7 – Order Approving Sale of Property	JA001314-JA001376	25/26
	Exhibit 8 – Order Releasing Sale Proceeds from Court Controlled Escrow Account	JA001377-JA001380	26
	Exhibit 9 – Order Denying *En Banc* Reconsideration	JA001381-JA001385	26
	Exhibit 10 – Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA001386-JA001392	26
	Exhibit 11 – Notice of Entry of Findings of Fact and Conclusions of Law and Judgment	JA001393-JA001430	26
	Exhibit 12 – Order Big D Construction Corp.'s Motion for Attorney's Fees, Costs and Interest Pursuant to Judgment	JA001431-JA001435	26
	Exhibit 13 – Appellant's Opening Brief (Padilla v. Big D)	JA001436-JA001469	26
	Exhibit 14 – Respondent's Answering Brief	JA001470-JA001516	26/27
	Exhibit 15 – Appellant's Reply Brief (Padilla v. Big D)	JA001517-JA001551	27
01-09-18	**Peel Brimley Lien Claimants' Opposition to APCO Construction's Motion for Reconsideration of Order**	**JA001552-JA001560**	**27**

Date	Description	Bates Number	Volume(s)
	Granting Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements		
01-10-18	**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**	**JA001561-JA001573**	**27**
01-12-18	**Joint Pre-Trial Memorandum [for APCO Construction, Inc., the Peel Brimley Lien Claimants and National Wood Products, LLC ONLY]**	**JA001574-JA001594**	**27/28**
	Exhibit 1 – Exhibit List APCO	JA001595-JA001614	28
	Exhibit 2 – Helix Trial Exhibits	JA001615-JA001616	28
	Exhibit 3 – Exhibit List Plaintiff in Intervention National Wood Products, Inc.	JA001617-JA001635	28
	Exhibit 4 – Cactus Rose Trial Exhibits	JA001636-JA001637	28
	Exhibit 5 – Heinaman Trial Exhibits	JA001638-JA001639	28
	Exhibit 6 – Fast Glass Trial Exhibits	JA001640-JA001641	28
	Exhibit 7 – SWPPP Trial Exhibits	JA001642-JA001643	28
	Exhibit 8 - Order Granting in Part and Denying in Part APCO Construction's Omnibus Motion *in Limine*	JA001644-JA001647	28

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	Exhibit 9 - Amended *nunc pro tunc* order regarding APCO Construction, Inc.'s Omnibus Motion *in Limine* No. 7	JA001648-JA001650	28
	Exhibit 10 - Order Granting in Part and Denying in part Helix Electric of Nevada, LLC's Motions *in Limine* 1-4 (Against APCO Construction)	JA001651-JA001653	28
	Exhibit 11 - order granting Peel Brimley Lien Claimants' Motion in Limine Nos.1-6 (against Camco Pacific Construction, Inc.)	JA001654-JA001657	28
	Exhibit 12 - Order Granting Plaintiff in Intervention, National Wood Products, Inc.'s Motion *in Limine*	JA001658-JA001660	28
	Exhibit 13 - Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA001661-JA00167	28/9/29
01-17-18	**Transcript Bench Trial (Day 1)**[1]	**JA001668-JA001802**	**29/30**
	Trial Exhibit 1 - Grading Agreement ***(Admitted)***	JA001803-JA001825	30
	Trial Exhibit 2 – APCO/Gemstone General Construction Agreement ***(Admitted)***	JA001826-JA001868	30
	Trial Exhibit 3 - Nevada Construction Services /Gemstone Cost Plus/GMP Contract Disbursement Agreement ***(Admitted)***	JA001869-JA001884	30

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	Trial Exhibit 4 - APCO Pay Application No. 9 Submitted to Gemstone ***(Admitted)***	JA001885-JA001974	30/31/32
	Trial Exhibit 5 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work ***(Admitted)***	JA001975-JA001978	32
	Trial Exhibit 6 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work ***(Admitted)***	JA001979-JA001980	32
	Trial Exhibit 10 - Letter from J. Barker to A. Edelstein Re: Notice of Intent to Stop Work (Second Notice) ***(Admitted)***	JA001981-JA001987	32
	Trial Exhibit 13 - Letter from A. Edelstein to Re. Nickerl Re: Termination for Cause (Gemstone) ***(Admitted)***	JA001988-JA002001	32
	Trial Exhibit 14 - Letter from W. Gochnour to Sean Thueson Re: [APCO's] Response to [Gemstone's] Termination for Cause ***(Admitted)***	JA002002-JA002010	33
	Trial Exhibit 15 - Letter from R. Nickerl to A. Edelstein Re: 48-Hour Notices ***(Admitted)***	JA002011-JA002013	33
	Trial Exhibit 16 - Email from J. Horning to A. Berman and J. Olivares re: Joint Checks ***(Admitted)***	JA002014	33
	Trial Exhibit 23 - APCO Subcontractor Notice of Stopping Work and Letter from J. Barker to A. Edelstein Re: Notice of Stopping Work and Notice of Intent to Terminate Contract ***(Admitted)***	JA002015-JA002016	33

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	Trial Exhibit 24 - Letter from R. Nickerl to Clark County re: Notification of APCO's withdrawal as General Contractor of Record ***(Admitted)***	JA002017-JA002023	33
	Trial Exhibit 26 - Email from J. Gisondo to Subcontractors re: June checks ***(Admitted)***	JA002024	34
	Trial Exhibit 27 - Letter from A. Edelstein to R. Nickerl re: June Progress Payment ***(Admitted)***	JA002025-JA002080	34
	Trial Exhibit 28 - Letter from J. Barker to A. Edelstein Re: Termination of Agreement for GMP ***(Admitted)***	JA002081	34
	Trial Exhibit 31 - Transmission of APCO's Pay Application No. 11 as Submitted to Owner ***(Admitted)***	JA002082-JA002120	34/35
	Trial Exhibit 45 - Subcontractor Agreement ***(Admitted)***	JA002121-JA002146	35
	Trial Exhibit 162 - Amended and Restated General Construction Agreement between Gemstone and CAMCO ***(Admitted)***	JA002147-JA002176	35/36
	Trial Exhibit 212 - Letter from Edelstein to R. Nickerl re: NRS 624 Notice ***(Admitted)***	JA002177-JA002181	36
	Trial Exhibit 215 - Email from C. Colligan to Subcontractors re: 48-hour Termination Notice ***(Admitted)***	JA002182-JA002185	36
	Trial Exhibit 216 - Email from C. Colligan re: Meeting with Subcontractors ***(Admitted)***	JA002186-JA002188	36
	Trial Exhibit 506 – Email and Contract Revisions ***(Admitted)***	JA002189 – JA002198	36

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01-18-18	**Stipulation and Order Regarding Trial Exhibit Admitted into Evidence**	**JA002199-JA002201**	**36**
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	Exhibit 2 – Helix Trial Exhibits	JA002222-JA002223	36
	Exhibit 3 – Exhibit List Plaintiff in Intervention National Wood Products, Inc.	JA002224-JA002242	36/37
	APCO TRIAL EXHIBITS:		
	APCO Related Exhibits:		
	Trial Exhibit 7 - Letter from Scott Financial to APCO re: Loan Status	JA002243	37
	Trial Exhibit 8 - APCO Pay Application No. 10 as submitted to Owner	JA002244-JA002282	37/38
	Trial Exhibit 12 and 107 - Email from C. Colligan to Subcontractors re: Subcontractor Concerns	JA002283-JA002284	38
	Trial Exhibit 17 – Video (Construction Project)	JA002285	N/A
	Trial Exhibit 18 – Video (Construction Project)	JA002286	N/A
	Trial Exhibit 19 – Video (Construction Project)	JA002287	N/A
	Trial Exhibit 20 – Video (Construction Project)	JA002288	N/A
	Trial Exhibit 21 – Video (Construction Project)	JA002289	N/A
	Trial Exhibit 22 – Video (Construction Project)	JA002290	N/A

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	Trial Exhibit 30 - Camco Pay Application No. 11 NCS-Owner Approved with NCS Draw Request	JA002286-JA002306	39
	Trial Exhibit 32 and 125 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixture installed)	JA002307-JA002308	39
	Trial Exhibits 33 and 126 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed)	JA002309-JA002310	39
	Exhibit 34 and 128 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed)	JA002311-JA002312-	40
	Trial Exhibit 35 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002313-JA002314	40
	Exhibit 36 and 130 -Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002315-JA002316	40
	Trial Exhibits 37 and 131 -Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002317-JA002318	40
	Trial Exhibits 38 and 132 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002319-JA002320	41

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	Trial Exhibit 39 -Email from K. Costen to Subcontractors informing that Manhattan West Project no longer open	JA002321-JA002322	41
	Trial Exhibit 40- Letter from D. Parry to Subcontractors Re: Funding Withdrawn	JA002323 JA002326	41
	HELIX Related Exhibits:		41
	Trial Exhibit 46 - Helix Pay Application No. 16713-008R1 with Proof of Payment	JA002327-JA002345	41
	Trial Exhibit 47 - Helix Pay Application No. 16713-009R1 with Proof of Payment	JA002346-JA002356	41
	Trial Exhibit 48 - Email from R. Nickerl to B. Johnson Re: Work Suspension Directive	JA002357-JA002358	41
	Trial Exhibit 49 -Helix Pay Application No. 16713-010R2 with Proof of Payment	JA002359-JA002364	41/42
	Trial Exhibit 50 - Unconditional Waiver and Release re: Pay Application No. 8 with Copy of Payment	JA002365-JA002366	42
	Trial Exhibit 51 - Photo re: Building 8 & 9, South (No Exterior fixtures installed. Helix billed out at 90%)	JA002367-JA002368	42
	Trial Exhibit 52 -Photo re: Building 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002369-JA002370	42
	Trial Exhibit 53 -Photo re: Building - 2 & 3, West (No Exterior fixtures installed. Helix billed out at 90%)	JA002371-JA002372	42

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	Trial Exhibit 54 - Photo re: Building - 2 & 3, East (No Exterior fixtures installed. Helix billed out at 90%)	JA002373-JA002374	42
	Trial Exhibit 55 - Photo re: Building 2 & 3, East (No Exterior fixtures installed. Helix billed out at 90%)	JA002375-JA002376	42
	Trial Exhibit 56 - Photo re: Building 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002377-JA002378	42
	Trial Exhibit 57 - Photo re: Building 2 & 3, and 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002379-JA002381	42
	Trial Exhibit 58 - Helix Pay Application No. 16713-011R1 submitted to Owner	JA002382-JA002391	42
	Trial Exhibit 59 - Helix Pay Application No. 16713-011R1 given to Camco with Proof of Payment	JA002392-JA002405	43
	Trial Exhibit 60 - Helix Retention Rolled to Camco	JA002406-JA002415	43
	Trial Exhibit 61 - Unconditional Waiver and Release re: all Invoices through June 30, 2008 with Proof of Payment	JA002413-JA002415	43
	Trial Exhibit 62 - Photo re: Building 8 & 9, South	JA002416-JA002417	43
	Trial Exhibit 63 - Photo re: Building 2 & 3, West	JA002418-JA002419	43
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	Trial Exhibit 67 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002435-JA002436	43
	Trial Exhibit 68 -Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002437-JA002438	43
	Trial Exhibit 69 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002439-JA002440	43
	Trial Exhibit 70 - Photo re: Building 8 & 9, South (No exterior fixtures installed. Helix billed out 90%)	JA002441-JA002442	43
	Trial Exhibit 71 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002443-JA002444	43
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	Trial Exhibit 75 - Unconditional Release re: Pay Application No. 16713-011R1 with Proof of Payment	JA002450-JA002456	43
	Exhibit 77 - Helix Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA002457-JA002494	43
	Zitting Brothers Related Exhibits:		
	Trial Exhibit 100 - Check No. 14392 payable to Zitting ($27,973.80); Progress Payment No. 7	JA002495-JA002497	44
	Trial Exhibit 101 - Email from R. Nickerl to R. Zitting re: Change Orders	JA002498-JA002500	44
	Trial Exhibit 102 -Email from L. Lynn to J. Griffith, et al. re: Change Order No. 00011 "pending"	JA002501-JA002503	44
	Trial Exhibit 103- Email from R. Zitting to R. Nickerl re: change orders adjusted to $30 per hour	JA002504-JA002505	44
	Trial Exhibit 104 - Email from R. Zitting to R. Nickerl re: change orders adjusted to $30 per hour with copies of change orders	JA002506-JA002526	44
	Trial Exhibit 105 - Ex. C to the Ratification – Zitting Quotes	JA002527-JA002528	44
	Trial Exhibit 106 - Unconditional Lien Release – Zitting ($27,973.80)	JA002529	44
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	Trial Exhibit 115 - Progress Payment No. 9 Remitted to Zitting	JA002544-JA002545	44
	Trial Exhibit 116 - Ratification and Amendment of Subcontract Agreement between Buchele and Camco	JA002546-JA002550	44
	Trial Exhibit 117 - C to the Ratification	JA002551-JA002563	44
	Trial Exhibit 118 - Q&A from Gemstone to subcontracts	JA002564-JA002567	44
	Trial Exhibit 119 - Check No. 528388 payable to APCO ($33,847.55) – Progress Payment No. 8.1 and 8.2	JA002568-JA002571	44
	Trial Exhibit 120 - Tri-City Drywall Pay Application No. 7 to APCO as submitted to Owner. Show percentage complete for Zitting	JA002572-JA002575	44/45
	Trial Exhibit 127 - Photo of Video (Construction Project)	JA002576-JA002577	45/46
	Trial Exhibit 128 - Photo of Video (Construction Project)	JA002578-JA002579	46
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	Trial Exhibit 138 - Memo from Scott Financial to Nevada State Contractors Board Re: Explanation of Project Payment Process	JA002582-JA002591	46
	Trial Exhibit 152 -Terms & Conditions modified by APCO, Invoices and Check Payment	JA002592-JA002598	46
	National Wood Products Related Exhibits:		
	Trial Exhibit 160 - Documents provided for settlement	JA002599-JA002612	46
	CAMCO Related Exhibits:		
	Trial Exhibit 163 - Camco Pay Application No. 12 to Gemstone	JA002613-JA002651	46/47
	Trial Exhibit 165 - Letter from D. Parry to A. Edelstein re: Gemstone losing funding for project	JA002652-JA002653	47
	Trial Exhibit 166 - Letter from D. Parry to G. Hall re: withdrawal of funding	JA002654 JA002656	47
	Helix Related Exhibits:		47
	Trial Exhibit 169 - Helix Exhibit to Standard Subcontract Agreement with Camco	JA 002665 JA002676	47/48
	Trial Exhibit 170 - Subcontract Agreement between Helix and Camco (unsigned)	JA002677-JA002713	48
	Trial Exhibit 171 - Work Order No. 100	JA002714-JA002718	48
	Trial Exhibit 172 - Letter from J. Griffith to Victor Fuchs Re: Gemstone's intention to continue retention of Helix w/copy of Ratification and Amendment of Subcontract Agreement	JA002719-JA002730	48

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	Trial Exhibit 173 - Helix Pay Application No. 16713-012 to Camco with proof of payment	JA002731-JA002745	48
	Trial Exhibit 174 - Helix Change Order Request No. 28	JA002746-JA002747	48
	Trial Exhibit 175 - Change Notice No. 41	JA002748-JA002751	48
	Trial Exhibit 176 - Helix Pay Application No. 16713-013 to Camco	JA002752-JA002771	48/49
	Trial Exhibit 177 - Helix Pay Application No. 16713-014 to Camco	JA002772-JA002782	49
	Trial Exhibit 178 - Camco's letter to Helix rejecting Pay Application No. 16713-015 with attached copy of Pay Application	JA002783 JA002797	49
	National Wood/Cabinetec Related Exhibits:		
	Trial Exhibit 184 - Ratification and Amendment of Subcontract Agreement between CabineTec and Camco (fully executed copy)	JA002798-JA002825	49
	General Related Exhibits:		
	Trial Exhibit 218 - Camco/Owner Pay Application No. 11 w/Backup	JA002826-JA003028	50/51/52
	Trial Exhibit 220 - Camco/Owner Pay Application No. 12 w/Backup	JA003029-JA003333	52/53/54/55
	Trial Exhibit 313 - Letter from A. Edelstein to R. Nickerl re: NRS 624 Notice	JA003334-JA003338	55
	Helix Trial Exhibits:		
	Trial Exhibit 501 - Payment Summary	JA003339 – JA003732	55/56/57 /58/59/60
	Trial Exhibit 508 – Helix Pay Application	JA003733-JA003813	60/61

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	Trial Exhibit 510 - Unsigned Subcontract	JA003814-JA003927	61/62
	Trial Exhibit 512 - Helix's Lien Notice	JA003928-JA004034	62/63
	Trial Exhibit 522 - Camco Billing	JA004035-JA005281	63/64/65/66/67/68/69/70/71/72/73/74/75/76/77
01-19-18	**Order Denying APCO Construction's Motion for Reconsideration of Order Granting Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements**	**JA005282-JA005283**	**78**
01-18-18	**Transcript – Bench Trial (Day 2)[2]**	JA005284-JA005370	78
	Trial Exhibit 535 – Deposition Transcript of Andrew Rivera (Exhibit 99) ***(Admitted)***	JA005371-JA005623	78/79/80
01-19-18	**Transcript – Bench Trial (Day 3)[3]**	JA005624-JA005785	80
	Trial Exhibit 231 – Helix Electric's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint ***(Admitted)***	JA005786-JA005801	80
	Trial Exhibit 314 - Declaration of Victor Fuchs in support of Helix's Motion for Partial Summary Judgment against Gemstone ***(Admitted)***	JA005802-JA005804	80

[2] Filed January 31, 201879
[3] Filed January 31, 2018

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	Trial Exhibit 320 – June-August Billings—not paid to APCO ***(Admitted)***	JA005805	80
	Trial Exhibit 321 – Overpayments to Cabinetec ***(Admitted)***	JA005806-	80
	Trial Exhibit 536 – Lien math calculations (handwritten) ***(Admitted)***	JA005807-JA005808	80
	Trial Exhibit 804 – Camco Correspondence ***(Admitted)***	JA005809-JA005816	80
	Trial Exhibit 3176 – APCO Notice of Lien ***(Admitted)***	JA005817-JA005819	81
01-24-18	**Transcript – Bench Trial (Day 5)[4]**	**JA005820-JA005952**	81
03-08-18	**Letter to Judge Denton submitting Helix Electric of Nevada, LLC's (Proposed) Findings of Fact and Conclusions of Law**	**JA005953-JA005985**	**81**
03-08-18	**Letter to Judge Denton submitting APCO Construction, Inc.'s Proposed Findings of Fact and Conclusions of Law**	**JA005986-JA006058**	**8/821**
03-08-18	**APCO Construction Inc.'s Post-Trial Brief**	**JA006059-JA006124**	**82/83**
03-23-18	**APCO Opposition to Helix Electric of Nevada, LLC's Findings of Fact and Conclusions of Law**	**JA006125-JA006172**	**83/84**
03-23-18	**Helix Electric of Nevada, LLC's Responses to APCO Construction's Post-Trial Brief**	**JA006173-JA006193**	**84**
04-25-18	**Findings of Fact and Conclusions of Law and Order as the Claims of Helix Electric and Cabinetec Against APCO**	**JA006194-JA006264**	**84/85**

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05-08-18	**APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc**.	**JA006265-JA006284**	**85**
	Exhibit 1 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA006285-JA006356	85/86
	Exhibit 2 – National Wood Products, Inc.'s Notice of Motion and Motion to Intervene and Memorandum of Points and Authorities in Support Thereof	JA006357-JA006369	86
	Exhibit 3 – Plaintiff in Intervention, National Wood Products, Inc.'s Findings of Fact and Conclusions of Law (Proposed)	JA006370-JA006385	86/87
	Exhibit 4 – Plaintiff in Intervention, National Wood Productions, Inc.'s Findings of Fact and Conclusions of Law Re Camco	JA006386-JA006398	87
	Exhibit 5 – Offer of Judgment to Helix Electric of Nevada, LLC	JA006399-JA006402	87
	Exhibit 6 – Offer of Judgment to Plaintiff in Intervention National Wood Products, Inc.	JA006403-JA006406	87
	Exhibit 7 – Declaration of John Randall Jefferies, Esq. in Support of APCO Construction, Inc.'s Motion for Attorney's Fees and Costs	JA006407-JA006411	87
	Exhibit 7A – Billing Entries	JA006412-JA006442	87/88

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	Exhibit 7B – Time Recap	JA006443-JA006474	88
	Exhibit 8 – Declaration of Cody S. Mounteer, Esq. in Support of Motion for Attorney's Fees and Costs	JA006475-JA006478	88
	Exhibit 9 – APCO Construction, Inc.'s Memorandum of Costs and Disbursements [Against Helix Electric of Nevada, LLC, and Plaintiff in Intervention National Wood Products, LLC]	JA006479-JA006487	88
	Exhibit 10 – Depository Index	JA006488-JA006508	88/89
05-08-18	**Helix Electric of Nevada, LLC's Motion to Retax Costs Re: Defendant APCO Construction's Memorandum of Costs and Disbursements**	**JA006509-JA006521**	**89**
05-31-18	**Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC Against Camco Construction, Co., Inc.]**	**JA006522 JA006540**	**89**
06-01-18	**Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.'s Against APCO Construction, Inc.]**	**JA006541 JA006550**	**90**
06-01-18	**Helix Electric of Nevada, LLC's Motion for Attorneys' Fees, Interest and Costs**	**JA006551-JA006563**	**90**
	Exhibit 1 – Findings of Fact and Conclusions of Law and Order as to the Claims of Helix Electric of Nevada, LLC Against Camco Pacific Construction, Inc.	JA006564-JA006574	90

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	Exhibit 2 – Memorandum of Costs and Disbursements (Helix Electric of Nevada, LLC)	JA006575-JA006580	90
	Exhibit 3 – Prime Interest Rate	JA006581-JA006601	90
	Exhibit 4 – Declaration of Eric B. Zimbelman in Support of Helix Electric of Nevada, LLC's Motion for Attorneys' Fees, Interest and Costs	JA006583-JA006588	90
	Exhibit 5 – Summary of Fees	JA006589-JA006614	90
06-15-18	**APCO Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.'s Motions to Retax Costs**	**JA006615-JA006637**	**90/9**1
	Exhibit 1-A Declaration of Mary Bacon in Support of APCO's Supplement to its Motion for Attorney's Fees	JA006635 JA006638	91
	Exhibit 1-B – Declaration of Cody Mounteer in Support of APCO's Supplement to its Motion for Attorney's Fees	JA006639-JA006916	91/92/93 94/95/96
06-15-18	**Helix Electric of Nevada, LLC's Opposition to APCO Construction's Motion for Attorneys' Fees and Costs**	**JA006917 – JA006942**	**96**
	Exhibit 1 – Notice of Entry of Staying the Case, Except for the Sale of the Property, Pending Resolution of the Petition before the Nevada Supreme Court	JA006943-JA006948	96

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	Exhibit 2 – Notice of Entry of Denying APCO Construction's Motion for Partial Summary Judgment Re: Lien Foreclosure Claims	JA006949-JA006954	96
	Exhibit 3 – Supreme Court filing notification Joint Petition for Writ of Mandamus filed	JA006955-JA006958	96
	Exhibit 4 – Order Denying *En Banc* Reconsideration	JA006959-JA006963	96
	Exhibit 5 – Notice of Entry of Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA006964-JA006978	96
	Exhibit 6A – Interstate Plumbing and Air Conditioning, LLC's Response to Special Master Questionnaire	JA006977-JA006980	96
	Exhibit 6B – Nevada Prefab Engineers, Inc.'s Response to Special Master Questionnaire	JA006981-JA006984	96
	Exhibit 6C – Zitting Brothers Construction, Inc.'s Response to Special Master Questionnaire	JA006985-JA006993	96/97
	Exhibit 6D – Noorda Sheet Metal's Notice of Compliance	JA006994 JA007001	97
	Exhibit 6 E – Unitah Investments, LLC's Special Master Questionnaire	JA007002-JA007005	97
	Exhibit 7A – Motion to Appoint Special Master	JA007006-JA007036	97
	Exhibit 7B – Letter from Floyd A. Hale dated August 2, 2016	JA007037-JA007060	97

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	Exhibit 7C – Special Master Report Regarding Remaining Parties to the Litigation, Special Master Recommendation and District Court Order Amended Case Agenda	JA007042-JA007046	97
	Exhibit 8 – Notice of Entry of Order Granting Plaintiff's Motion to Dismiss	JA007047 JA007053	97
	Exhibit 9 – Stipulation and Order for Dismissal with Prejudice	JA007054-JA007056	97
	Exhibit 10 – Stipulation and Order to Dismiss Third-Party Complaint of Interstate Plumbing & Air Conditioning, LLC Against APCO Construction, Inc. with Prejudice	JA007057-JA007059	97
	Exhibit 11 – Notice of Entry of Order Granting in Part and Denying in Part APCO Construction's Omnibus Motion *in Limine*	JA007060-JA007088	97
	Exhibit 12 – Notice of Entry of Order Granting in Part and Denying in Part Helix Electric of Nevada, LLC's Motion in Limine (against APCO Construction)	JA007070-JA007078	97
	Exhibit 13 – Notice of Entry of Order Denying APCO Constructions' Motion for Partial Summary Judgment Re: Lien Foreclosure Claims	JA007079-JA007084	97
	Exhibit 14 – Notice of Entry of Order Denying APCO Construction's Motion for Reconsideration of Order Granting Partial Summary	JA007085-JA007087	97

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	Judgment Precluding Defenses Based on Pay-if-Paid Agreements		
	Exhibit 15 – Notice of Association of Counsel	JA007088-JA007094	97
06-15-18	**Plaintiff in Intervention National Wood Products, Inc.'s Opposition to APCO Construction's Motion for Attorneys' Fees and Costs**	**JA007095-JA007120**	**97/98**
06-15-18	**Declaration of S. Judy Hirahara in support of National Woods's Opposition to APCO Construction's Motion for Attorneys' Fees and Costs**	**JA007121-JA007189**	**98**
06-18-18	**Plaintiff in Intervention National Wood Products, Inc.'s Joinder to Helix Electric of Nevada, LLC's Opposition to APCO Construction's Motion for Attorneys' Fees and Costs**	**JA007190-JA007192**	**99**
06-21-18	**Helix Electric of Nevada, LLC's Notice of Non-Opposition to its Motion for Attorney's Fees, Interest and Costs**	**JA007193-JA007197**	**99**
06-29-18	**APCO Construction, Inc.'s Reply in Support of its Motion for Attorney's Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.**	**JA007198-JA007220**	**99**
	Exhibit 1 – Invoice Summary by Matter Selection	JA007221-JA007222	99
	Exhibit 2 – Marquis Aurbach Coffing Invoice to APCO dated April 30, 2018	JA007223-JA007224	99

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06-29-18	Helix Electric of Nevada, LLC's Reply Re: Motion to Retax	JA007225-JA007237	100
07-02-18	Notice of Entry of Order Granting Helix Electric of Nevada, LLC's Motion for Attorneys' Fees, Interest and Costs	JA007238-JA007245	100
07-19-18	Plaintiff-in-Intervention National Wood Products, Inc.'s Surreply to APCO Construction's Reply to Plaintiff-in-Intervention National Wood Products, Inc.'s Opposition to Motion for Attorney's Fees and Costs	JA007246-JA007261	100
08-08-18	Court's Decision on Attorneys' Fees and Cost Motions	JA007262-JA007280	100
09-28-18	Notice of Entry of (1) Granting APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs (2) Granting APCO Construction, Inc.'s Memorandum of Costs in Part (3) Granting Helix Electric of Nevada, LLC's Motion to Retax in Part and Denying in Part (4) Granting Plaintiff in Intervention National Wood Products, LLC's Motion to Retax in Part and Denying in Part and (5) Granting National Wood Products, Inc.'s Motion to File a Surreply	JA007281-JA007299	100
01-24-19	Transcript for All Pending Fee Motions on July 19, 2018	JA007300-JA007312	100/101
07-12-19	Order Dismissing Appeal (Case No. 76276)	JA007313-JA007315	101

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08-06-19	**Helix Electric of Nevada LLC's Motion to (I) Re-Open Statistically Closed Case, (II) Dismiss All Unresolved Claims and/or (III) In the Alternative for a Rule 54(B) Certification as to Helix and APCO**	**JA007316-JA007331**	**101**
	Exhibit 1 – Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.'s Against APCO Construction, Inc.	JA007332-JA007335	101
	Exhibit 2 – ORDER: (1) Granting APCO Construction, Inc. Motion for Attorneys Fees and Costs (2) Granting APCO Construction, Inc.'s Memorandum of Costs in Part (3) Granting Helix Electric of Nevada LLC's Motion to Retax in Part and Denying in Part and all related matters (4) Granting Plaintiff in Intervention National Wood Products LLC's Motion to Retax in Part and Denying in Part -and-(5) Granting National Wood Products, Inc.'s Motion to File a Surreply	JA007336-JA007344	101
	Exhibit 3 - Notice of Appeal	JA007345-JA007394	101/102
	Exhibit 4 – Amended Notice of Appeal	JA007395-JA007400	102
	Exhibit 5A – 5F -Notices of Entry of Order as to the Claims of Cactus Rose Construction, Fast Glass, Inc., Heinaman Contract Glazing, Helix Electric of Nevada, LLC, SWPPP Compliance	JA007401-JA007517	102/103

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	Solutions, Inc., E&E Fire Protection		
	Exhibit 6 – Order Dismissing Appeal in Part (Case No. 76276)	JA007518-JA007519	103
	Exhibit 7 – Order to Show Cause	JA007520-JA007542	103
	Exhibit 8 -Order Dismissing Appeal (Case No. 76276)	JA007524-JA007527	103
	Exhibit 9 – Notice of Entry of Order to Consolidate this Action with Case Nos. A574391, A574792, A57623. A58389, A584730, A58716, A580889 and A589195	JA 007528-JA007541	103
	Exhibit 10 (Part One)	JA007537-JA007542	103
	Exhibit 10A – Docket 09A587168 (Accuracy Glass & Mirror v. APCO)	JA007543-JA007585	103
	Exhibit 10B -Docket 08A571228 (APCO v. Gemstone)	JA007586-JA008129	103/104/105/106/107/108/109
	Exhibit 10C – Notice of Entry of Order to Consolidate this Action with Cases Nos A57. 4391, A574792, A577623, A583289, A584730, A587168, A580889 and A589195	JA008130-JA008138	109
	Exhibit 10D – Notice of Entry of Joint Order Granting, in Part, Various Lien Claimants' Motions for Partial Summary Judgment Against Gemstone Development West	JA008139-JA008141	109
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	Exhibit 10E – 131 Nev. Advance Opinion 70	JA008150-JA008167	109
	Exhibit 10F – Special Master Report Regarding Remaining Parties to the Litigation and Discovery Status	JA008168-JA008170	109
	Exhibit 10EG – Notice of Entry of Granting Plaintiff's Motion to Dismiss	JA008171-JA008177	109
	Exhibit 10H – Complaint re Foreclosure	JA008178-JA008214	109
	Exhibit 10I – First Amended Complaint re Foreclosure	JA008215-JA008230	109
	Exhibit 10J – APCO Construction's Answer to Accuracy Glass & Mirror Company's First Amended Complaint re Foreclosure	JA008231-JA008265	109/110
	Exhibit 10K –Answer to Accuracy Glass & Mirror Company, Inc.'s Complaint and Camco Pacific Construction, Inc.'s Counterclaim	JA008266-JA008285	110
	Exhibit 10L – Accuracy Glass & Mirror Company, Inc.'s Answer to Camco Pacific Construction Company's Counterclaim	JA008286-JA008290	110
	Exhibit 10M – Helix Electric's Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008291-JA008306	110
	Exhibit 10N – APCO Construction's Answer to Helix Electric's Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008307-JA008322	110
	Exhibit 10O – Answer to Helix Electric's Statement of Facts	JA008323-JA008338	110

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	Constituting Lien and Third-Party Complaint and Camco Pacific Construction Company Inc.'s Counterclaim		
	Exhibit 10P – Notice of Entry of Helix Electric of Nevada, LLC's Motion for Attorney's Fees, Interest and Costs	JA008339 JA008347	110
	Exhibit 10Q – Notice of Entry of Judgment [As to the claims of Helix Electric of Nevada, LLC Against Camco Construction Co., Inc.]	JA008348-JA008367	110
	Exhibit 10R – Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc. Against APCO Construction, Inc.]	JA008368-JA008378	110
	Exhibit 10S – Findings of Fact and Conclusions of Law and Order as to the Claims of Helix Electric and Cabenetec Against APCO	JA008379-JA008450	110/111
	Exhibit 10T -WRG Design, Inc.'s Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA008451-JA008486	111
	Exhibit 10U – APCO Construction's Answer to WRG Design Inc.'s amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008468-JA008483	111
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	Exhibit 10W – Notice of Entry of Stipulation and Order Dismissal	JA008505-JA008512	111
	Exhibit 10X – WRG Design, Inc.'s Answer to Camco Pacific Construction Company, Inc.'s Counterclaim	JA008513 JA008517	111
	Exhibit 10Y – Heinaman Contract Glazing's Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008518-JA008549	111
	Exhibit 10Z – Answer to Heinaman Contract Glazing's Statement of Facts Constituting Lien and Third-Party Complaint, and Camco Pacific Construction's Counterclaim	JA008531-JA008551	111
	Exhibit 10AA – Notice of Entry of Granting Heinaman Glazing's Motion for Attorneys's Fees, Interest and Costs	JA008552-JA008579	111/112
	Exhibit 10BB -Notice of Entry of Judgment [As to the Claims of Heinaman Contract Glazing Against Camco Construction Co., Inc.]	JA008561-JA008582	112
	Exhibit 10CC – Heinaman Contract Glazing's Answer to Camco Pacific Construction Company's Counterclaim	JA008583 JA008588	112
	Exhibit 10DD - Bruin Painting Corporation's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA008589-JA00861	112
	Exhibit 10EE – Answer to Bruin Painting Corporation's Amended Statement of Facts Constituting Notice of Lien and Third-Party	JA008602-JA008621	112

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	Complaint and Camco Pacific Construction, Inc.'s Counterclaim		
	Exhibit 10FF – Voluntary Dismissal of Fidelity and Deposit Company of Maryland Only from Bruin Painting Corporation's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint Without Prejudice	JA008622-JA008624	112
	Exhibit 10GG – HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008625-JA008642	112
	Exhibit 10HH – APCO Construction's Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008643-JA008657	112
	Exhibit 10II – Amended Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008658-JA008664	112
	Exhibit 10JJ -Defendants Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008665-JA008681	112
	Exhibit 10KK – Stipulation and Order to Dismiss E & E Fire Protection, LLC Only Pursuant to the Terms State Below	JA008682-JA008685	112
	Exhibit 10LL – HD Supply Waterworks, LP's Voluntary Dismissal of Platte River Insurance Company Only Without Prejudice	JA008686-JA008693	112

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	Exhibit 10MM – Scott Financial Corporation's Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008694-JA008717	112/113
	Exhibit 10NN-Notice of Appeal	JA008718 JA008723	113
	Exhibit 10OO – Amended Notice of Appeal	JA008724-JA008729	113
	Exhibit 10PP – Notice of Cross Appeal	JA008730-JA008736	113
	Exhibit 10QQ – Motion to Suspend Briefing Pending Outcome of Order to Show Cause in Supreme Court Case No. 76276	JA008737-JA008746	113
	Exhibit 11 – Order to Consolidate this Action with Case Nos. A574391, A574792, A57623. A58389, A584730, A58716, A580889 and A589195	JA008747-JA008755	113
	Exhibit 12 – Stipulation and Order to Dismiss Third-Party Complaint of Interstate Plumbing & Air Conditioning, LLC Against APCO Construction, Inc. with Prejudice	JA00875-JA008758	113
	Exhibit 13 – Stipulation and Order with Prejudice	JA008759-JA008780	113
	Exhibit 14 – Docket/United Subcontractors, Inc. dba Skyline Insulation's Motion to Enforce Settlement Agreement and Enter Judgment	JA008762-JA008788	113
	Exhibit 15 – Notice of Entry of Order Granting Motion for 54(b) Certification and for Stay Pending Appeal	JA008789-JA008798	113

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	Exhibit 16 – Notice of Appeal	JA008799-JA008810	113
08-16-19	**APCO's Opposition to Helix Electric of Nevada LLC's Motion to (I) Re-Open Statistically Closed Case, (II) Dismiss All Unresolved Claims and/or (III) In the Alternative for a Rule 54(B) Certification as to Helix and APCO**	**JA008811-JA008821**	**114**
	Exhibit 1 – Order to File Amended Docketing Statement	JA008822-JA008824	114
	Exhibit 2 – Order to Show Cause	JA008825-JA008828	114
	Exhibit 3 – Appellant/Cross-Respondent's Response to Order to Show Cause	JA008829-JA008892	114/115/116
	Exhibit 4 – Order Dismissing Appeal	JA008893-JA008896	116
	Exhibit 5 – Chart of Claims	JA008897-JA008924	116
	Exhibit 6 – Answer to Helix Electric's Statement of Facts Constituting Lien and Third-Party Complaint and Camco Pacific Construction Company, Inc.'s Counterclaim	JA008925-JA008947	116/117
	Exhibit 7 – Answer to Cactus Rose's Statement of Facts Constituting Notice of Lien and Complaint and Camco Pacific Construction Company Inc.'s Counterclaim	JA008948-JA008965	117
	Exhibit 8 – Answer to Heinaman Contract Glazing's Statement of Facts Constituting Lien and Third-Party Complaint and Camco	JA008966-JA008986	117/118

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	Pacific Construction's Counterclaim		
	Exhibit 9 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric of Nevada, LLC Against Camco Pacific Construction, Inc.	JA008987-JA008998	118
	Exhibit 10 – Findings of Fact and Conclusions of Law as to the Claims of Cactus Rose Construction Co., Inc.	JA008998-JA009010	118
	Exhibit 11 – Findings of Fact and Conclusions of Law as to the Claims of Heinaman Contract Glazing	JA009011-JA009024	118
	Exhibit 12 – Notice of Entry of Decision, Order and Judgment on Defendant Scott Financial Corporation's Motion for Summary Judgment as to Priority of Liens	JA009025-JA009038	118
	Exhibit 13 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA009039-JA009110	118/119
	Exhibit 14 – Order Granting Motion to Deposit Bond Penal Sum with Court, Exoneration of Bond and Dismissal	JA009111-JA009113	119
	Exhibit 15 – Order Approving Distribution of Fidelity and Deposit Company of Maryland's Bond	JA009114-JA009116	119
08-29-19	**Helix Electric of Nevada LLC's Reply to APCO's Opposition to Helix Electric of Nevada LLC's Motion to (I) Re-Open Statistically Closed Case, (II)**	**JA009117-JA009123**	**119**

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01-03-20	**Notice of Entry of Order Granting Helix Electric of Nevada, LLC's Motion for Rule 54(b) Certification**	**JA009124-JA009131**	**119**
01-29-20	**Notice of Appeal**	**JA009132-JA009136**	**119/120**
	Exhibit A – Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.'s Against APCO Construction, Inc.]	JA009137-JA009166	120
	Exhibit [C] – Notice of Entry of Order Granting Helix Electric of Nevada's Rule 54(b) Certification	JA009148-JA009156	120
02-11-20	**Case Appeal Statement**	**JA009157-JA009163**	120
02-11-20	**APCO's Notice of Cross Appeal**	**JA009164-JA010310**	120
	Exhibit 1 – Notice of Entry of Order (1) Granting APCO Construction, Inc.'s Motion for Attorney's Fees and Costs; (2) Granting APCO Construction, Inc.'s Memorandum of Costs in Part (3) Granting Helix Electric of Nevada, LLC's Motion to Retax in Party (4) Granting Plaintiff-in-Intervention National Wood Productions, LLC's Motion to Retax in Part and Denying in Part and (5) Granting National Wood Products, Inc.'s Motion to File a Surreply	JA009168-JA009182	120

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	Exhibit 2 – Notice of Entry of Order Granting Helix Electric of Nevada's Motion for Rule 54(b) Certification	JA009183-JA00991	120

ALPHABETICAL APPENDIX OF EXHIBITS

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08-05-09	**APCO's Answer to Helix's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint**	**JA000016 – JA000030**	**1**
05-08-18	**APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc**.	**JA006265-JA006284**	**85**
	Exhibit 1 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA006285-JA006356	85/86
	Exhibit 2 – National Wood Products, Inc.'s Notice of Motion and Motion to Intervene and Memorandum of Points and Authorities in Support Thereof	JA006357-JA006369	86
	Exhibit 3 – Plaintiff in Intervention, National Wood Products, Inc.'s Findings of Fact and Conclusions of Law (Proposed)	JA006370-JA006385	86/87
	Exhibit 4 – Plaintiff in Intervention, National Wood Productions, Inc.'s Findings of Fact and Conclusions of Law Re Camco	JA006386-JA006398	87
	Exhibit 5 – Offer of Judgment to Helix Electric of Nevada, LLC	JA006399-JA006402	87
	Exhibit 6 – Offer of Judgment to Plaintiff in Intervention National Wood Products, Inc.	JA006403-JA006406	87
	Exhibit 7 – Declaration of John Randall Jefferies, Esq. in Support of APCO Construction, Inc.'s Motion for Attorney's Fees and Costs	JA006407-JA006411	87
	Exhibit 7A – Billing Entries	JA006412-	87/88

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	Exhibit 7B – Time Recap	JA006443-JA006474	88
	Exhibit 8 – Declaration of Cody S. Mounteer, Esq. in Support of Motion for Attorney's Fees and Costs	JA006475-JA006478	88
	Exhibit 9 – APCO Construction, Inc.'s Memorandum of Costs and Disbursements [Against Helix Electric of Nevada, LLC, and Plaintiff in Intervention National Wood Products, LLC]	JA006479-JA006487	88
	Exhibit 10 – Depository Index	JA006488-JA006508	88/89
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03-08-18	**Letter to Judge Denton submitting APCO Construction, Inc.'s Proposed Findings of Fact and Conclusions of Law**	**JA005986-JA006058**	**8/821**
03-08-18	**Letter to Judge Denton submitting Helix Electric of Nevada, LLC's (Proposed) Findings of Fact and Conclusions of Law**	**JA005953-JA005985**	**81**
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	Exhibit 7 – Order Approving Sale of Property	JA001314-JA001376	25/26
	Exhibit 8 – Order Releasing Sale Proceeds from Court Controlled Escrow Account	JA001377-JA001380	26
	Exhibit 9 – Order Denying *En Banc* Reconsideration	JA001381-JA001385	26
	Exhibit 10 – Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA001386-JA001392	26
	Exhibit 11 – Notice of Entry of Findings of Fact and Conclusions of Law and Judgment	JA001393-JA001430	26
	Exhibit 12 – Order Big D Construction Corp.'s Motion for Attorney's Fees, Costs and Interest Pursuant to Judgment	JA001431-JA001435	26
	Exhibit 13 – Appellant's Opening Brief (Padilla v. Big D)	JA001436-JA001469	26
	Exhibit 14 – Respondent's Answering Brief	JA001470-JA001516	26/27
	Exhibit 15 – Appellant's Reply Brief (Padilla v. Big D)	JA001517-JA001551	27
01-29-20	**Notice of Appeal**	**JA009132-JA009136**	**119/120**
	Exhibit A – Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention	JA009137-JA009166	120

Date	Description	Bates Number	Volume(s)
	National Wood Products, Inc.'s Against APCO Construction, Inc.]		
	Exhibit [C] – Notice of Entry of Order Granting Helix Electric of Nevada's Rule 54(b) Certification	JA009148-JA009156	120
05-31-18	**Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC Against Camco Construction, Co., Inc.]**	**JA006522 JA006540**	**89**
06-01-18	**Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.'s Against APCO Construction, Inc.]**	**JA006541 JA006550**	**90**
09-28-18	**Notice of Entry of Order (1) Granting APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs (2) Granting APCO Construction, Inc.'s Memorandum of Costs in Part (3) Granting Helix Electric of Nevada, LLC's Motion to Retax in Part and Denying in Part (4) Granting Plaintiff in Intervention National Wood Products, LLC's Motion to Retax in Part and Denying in Part and (5) Granting National Wood Products, Inc.'s Motion to File a Surreply**	**JA007281-JA007299**	**100**
12-29-17	**Notice of Entry of Order Granting in Part and Denying in Part APCO Construction's Omnibus Motion *in Limine***	**JA001178-JA001186**	**22**
07-02-18	**Notice of Entry of Order Granting Helix Electric of Nevada, LLC's Motion for Attorneys' Fees, Interest and Costs**	**JA007238-JA007245**	**100**
01-03-20	**Notice of Entry of Order Granting Helix Electric of Nevada, LLC's Motion for Rule 54(b) Certification**	**JA009124-JA009131**	**119**

Date	Description	Bates Number	Volume(s)
01-03-18	**Notice of Entry of Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements**	**JA001187-JA001198**	**22**
12-29-17	**Notice of Entry of Order Granting in Part and Denying in Part Helix Electric of Nevada, LLC's Motion *in Limine* 1-4**	**JA001170-JA001177**	**22**
12-29-17	**Notice of Entry of Order Granting Peel Brimley Lien Claimants' Motion *in Limine* 1-6**	**JA001161-JA001169**	**22**
01-19-18	**Order Denying APCO Construction's Motion for Reconsideration of Order Granting Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements**	**JA005282-JA005283**	**78**
07-12-19	**Order Dismissing Appeal (Case No. 76276)**	**JA007332-JA007334**	**101**
07-02-10	**Order Striking Defendant Gemstone Development West, Inc.'s Answer and Counterclaim and Entering Default**	**JA000042-JA000043**	**1**
08-02-17	**Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements and *Ex Parte* Application for Order Shortening Time**	**JA000328-JA000342**	**6**
	Exhibit 1 – APCO Construction's Answers to Helix Electric of Nevada, LLC's First Request for Interrogatories	JA000343-JA00379	6
	Exhibit 2 – Camco Pacific Construction Company, Inc.'s Responses to Helix Electric of Nevada, LLC's Interrogatories	JA000380-JA000392	6
11-06-17	**Peel Brimley Lien Claimants' Motion in Limine Nos. 1-6**	**JA000419-JA000428**	**7**
	Exhibit 1 – Notice of Entry of Order	JA000429	7

Date	Description	Bates Number	Volume(s)
		JA000435	
	Exhibit 2 – Amended Notices of 30(b)(6) Deposition of Camco Pacific Construction Company, Inc. from Cactus Rose Construction, Inc., Fast Glass, Inc.'s, Heinaman Contract Glazing, Inc. and Helix Electric of Nevada, LLC's	JA000436-JA000472	7/8
	Exhibit 3 – Excerpt from David E. Parry's Deposition Transcript taken June 20, 2017	JA000473 JA00489	8
	Exhibit 4 – Cactus Rose Construction, Inc.'s First Set of Request for Admissions to Camco Pacific Construction	JA00490 JA000500	8
	Exhibit 5 – Fast Glass, Inc.'s First Set of Request for Admissions to Camco Pacific Construction	JA000501-JA000511	8
	Exhibit 6 – Heinaman Contract Glazing, Inc.'s First Set of Request for Admissions to Camco Pacific Construction	JA000512-JA000522	8
	Exhibit 7 – Helix Electric of Nevada, LLC's First Set of Request for Admissions to Camco Pacific Construction	JA000523-JA000533	8
09-28-17	**Peel Brimley Lien Claimants' Reply to Oppositions to Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements**	**JA000413-JA00418**	**7**
01-09-18	**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**	**JA001552-JA001560**	**27**
06-18-18	**Plaintiff in Intervention National Wood Products, Inc.'s Joinder to Helix Electric of Nevada, LLC's Opposition**	**JA007190-JA007192**	**99**

Date	Description	Bates Number	Volume(s)
	to APCO Construction's Motion for Attorneys' Fees and Costs		
06-15-18	**Plaintiff in Intervention National Wood Products, Inc.'s Opposition to APCO Construction's Motion for Attorneys' Fees and Costs**	**JA007095-JA007120**	**97/98**
07-19-18	**Plaintiff-in-Intervention National Wood Products, Inc.'s Surreply to APCO Construction's Reply to Plaintiff-in-Intervention National Wood Products, Inc.'s Opposition to Motion for Attorney's Fees and Costs**	**JA007246-JA007261**	**100**
01-10-18	**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**	**JA001561-JA001573**	**27**
01-18-18	**Stipulation and Order Regarding Trial Exhibit Admitted into Evidence**	**JA002199-JA002201**	**36**
	Exhibit 1 – Exhibit List APCO	JA002208-JA002221	36
	Exhibit 2 – Helix Trial Exhibits	JA002222-JA002223	36
	Exhibit 3 – Exhibit List Plaintiff in Intervention National Wood Products, Inc.	JA002224-JA002242	36/37
	APCO TRIAL EXHIBITS:		
	APCO Related Exhibits:		
	Trial Exhibit 7 - Letter from Scott Financial to APCO re: Loan Status	JA002243	37
	Trial Exhibit 8 - APCO Pay Application No. 10 as submitted to Owner	JA002244-JA002282	37/38
	Trial Exhibit 12 and 107 - Email from C. Colligan to Subcontractors re: Subcontractor Concerns	JA002283-JA002284	38

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 17 – Video (Construction Project)	JA002285	N/A
	Trial Exhibit 18 – Video (Construction Project)	JA002286	N/A
	Trial Exhibit 19 – Video (Construction Project)	JA002287	N/A
	Trial Exhibit 20 – Video (Construction Project)	JA002288	N/A
	Trial Exhibit 21 – Video (Construction Project)	JA002289	N/A
	Trial Exhibit 22 – Video (Construction Project)	JA002290	N/A
	Trial Exhibit 29 - Email from J. Robbins to Subcontractors re: Billing Cut-Off for August Billing	JA002285	39
	Trial Exhibit 30 - Camco Pay Application No. 11 NCS-Owner Approved with NCS Draw Request	JA002286-JA002306	39
	Trial Exhibit 32 and 125 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixture installed)	JA002307-JA002308	39
	Trial Exhibits 33 and 126 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed)	JA002309-JA002310	39
	Exhibit 34 and 128 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed)	JA002311-JA002312-	40
	Trial Exhibit 35 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002313-JA002314	40
	Exhibit 36 and 130 -Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002315-JA002316	40

Date	Description	Bates Number	Volume(s)
	Trial Exhibits 37 and 131 -Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002317-JA002318	40
	Trial Exhibits 38 and 132 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002319-JA002320	41
	Trial Exhibit 39 -Email from K. Costen to Subcontractors informing that Manhattan West Project no longer open	JA002321-JA002322	41
	Trial Exhibit 40- Letter from D. Parry to Subcontractors Re: Funding Withdrawn	JA002323 JA002326	41
	HELIX Related Exhibits:		41
	Trial Exhibit 46 - Helix Pay Application No. 16713-008R1 with Proof of Payment	JA002327-JA002345	41
	Trial Exhibit 47 - Helix Pay Application No. 16713-009R1 with Proof of Payment	JA002346-JA002356	41
	Trial Exhibit 48 - Email from R. Nickerl to B. Johnson Re: Work Suspension Directive	JA002357-JA002358	41
	Trial Exhibit 49 -Helix Pay Application No. 16713-010R2 with Proof of Payment	JA002359-JA002364	41/42
	Trial Exhibit 50 - Unconditional Waiver and Release re: Pay Application No. 8 with Copy of Payment	JA002365-JA002366	42
	Trial Exhibit 51 - Photo re: Building 8 & 9, South (No Exterior fixtures installed. Helix billed out at 90%)	JA002367-JA002368	42
	Trial Exhibit 52 -Photo re: Building 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002369-JA002370	42
	Trial Exhibit 53 -Photo re: Building - 2 & 3, West (No Exterior fixtures installed. Helix billed out at 90%)	JA002371-JA002372	42

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 54 - Photo re: Building - 2 & 3, East (No Exterior fixtures installed. Helix billed out at 90%)	JA002373-JA002374	42
	Trial Exhibit 55 - Photo re: Building 2 & 3, East (No Exterior fixtures installed. Helix billed out at 90%)	JA002375-JA002376	42
	Trial Exhibit 56 - Photo re: Building 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002377-JA002378	42
	Trial Exhibit 57 - Photo re: Building 2 & 3, and 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002379-JA002381	42
	Trial Exhibit 58 - Helix Pay Application No. 16713-011R1 submitted to Owner	JA002382-JA002391	42
	Trial Exhibit 59 - Helix Pay Application No. 16713-011R1 given to Camco with Proof of Payment	JA002392-JA002405	43
	Trial Exhibit 60 - Helix Retention Rolled to Camco	JA002406-JA002415	43
	Trial Exhibit 61 - Unconditional Waiver and Release re: all Invoices through June 30, 2008 with Proof of Payment	JA002413-JA002415	43
	Trial Exhibit 62 - Photo re: Building 8 & 9, South	JA002416-JA002417	43
	Trial Exhibit 63 - Photo re: Building 2 & 3, West	JA002418-JA002419	43
	Trial Exhibit 64 - Photo re: Building 2 & 3, West	JA002420-JA002421	43
	Trial Exhibit 65 - Photo re: Building 2 & 3, South	JA002422-JA002423	43
	Trial Exhibit 66 - Letter of transmittal from Helix to APCO re: Helix Pay Application No. 16713-011R1	JA002424-JA002433	43
	Trial Exhibit 67 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002435-JA002436	43

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 68 -Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002437-JA002438	43
	Trial Exhibit 69 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002439-JA002440	43
	Trial Exhibit 70 - Photo re: Building 8 & 9, South (No exterior fixtures installed. Helix billed out 90%)	JA002441-JA002442	43
	Trial Exhibit 71 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002443-JA002444	43
	Trial Exhibit 72 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002445-JA002446	43
	Trial Exhibit 73 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002447-JA002448	43
	Trial Exhibit 74 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002448-JA002449	43
	Trial Exhibit 75 - Unconditional Release re: Pay Application No. 16713-011R1 with Proof of Payment	JA002450-JA002456	43
	Exhibit 77 - Helix Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA002457-JA002494	43
	Zitting Brothers Related Exhibits:		
	Trial Exhibit 100 - Check No. 14392 payable to Zitting ($27,973.80); Progress Payment No. 7	JA002495-JA002497	44
	Trial Exhibit 101 - Email from R. Nickerl to R. Zitting re: Change Orders	JA002498-JA002500	44
	Trial Exhibit 102 -Email from L. Lynn to J. Griffith, et al. re: Change Order No. 00011 “pending”	JA002501-JA002503	44

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 103- Email from R. Zitting to R. Nickerl re: change orders adjusted to $30 per hour	JA002504-JA002505	44
	Trial Exhibit 104 - Email from R. Zitting to R. Nickerl re: change orders adjusted to $30 per hour with copies of change orders	JA002506-JA002526	44
	Trial Exhibit 105 - Ex. C to the Ratification – Zitting Quotes	JA002527-JA002528	44
	Trial Exhibit 106 - Unconditional Lien Release – Zitting ($27,973.80)	JA002529	44
	Trial Exhibit 108 - Photo of Video (Construction Project)	JA002530-JA002531	44
	Trial Exhibit 109 - Photo of Video (Construction Project)	JA002532-JA002533	44
	Trial Exhibit 110 - Photo of Video (Construction Project)	JA002534-JA002535	44
	Trial Exhibit 111 - Photo of Video (Construction Project)	JA002536-JA002537	44
	Trial Exhibit 112 - Photo of Video (Construction Project)	JA002538-JA002539	44
	Trial Exhibit 113 -Photo of Video (Construction Project)	JA002550-JA002541	44
	Trial Exhibit 114 -Photo of Video (Construction Project)	JA002542-JA002543	44
	Trial Exhibit 115 - Progress Payment No. 9 Remitted to Zitting	JA002544-JA002545	44
	Trial Exhibit 116 - Ratification and Amendment of Subcontract Agreement between Buchele and Camco	JA002546-JA002550	44
	Trial Exhibit 117 - C to the Ratification	JA002551-JA002563	44
	Trial Exhibit 118 - Q&A from Gemstone to subcontracts	JA002564-JA002567	44
	Trial Exhibit 119 - Check No. 528388 payable to APCO ($33,847.55) – Progress Payment No. 8.1 and 8.2	JA002568-JA002571	44

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 120 - Tri-City Drywall Pay Application No. 7 to APCO as submitted to Owner. Show percentage complete for Zitting	JA002572-JA002575	44/45
	Trial Exhibit 127 - Photo of Video (Construction Project)	JA002576-JA002577	45/46
	Trial Exhibit 128 - Photo of Video (Construction Project)	JA002578-JA002579	46
	Trial Exhibit 129 - Photo of Video (Construction Project)	JA002580-JA002581	46
	Trial Exhibit 138 - Memo from Scott Financial to Nevada State Contractors Board Re: Explanation of Project Payment Process	JA002582-JA002591	46
	Trial Exhibit 152 -Terms & Conditions modified by APCO, Invoices and Check Payment	JA002592-JA002598	46
	National Wood Products Related Exhibits:		
	Trial Exhibit 160 - Documents provided for settlement	JA002599-JA002612	46
	CAMCO Related Exhibits:		
	Trial Exhibit 163 - Camco Pay Application No. 12 to Gemstone	JA002613-JA002651	46/47
	Trial Exhibit 165 - Letter from D. Parry to A. Edelstein re: Gemstone losing funding for project	JA002652-JA002653	47
	Trial Exhibit 166 - Letter from D. Parry to G. Hall re: withdrawal of funding	JA002654 JA002656	47
	Helix Related Exhibits:		47
	Trial Exhibit 169 - Helix Exhibit to Standard Subcontract Agreement with Camco	JA 002665 JA002676	47/48
	Trial Exhibit 170 - Subcontract Agreement between Helix and Camco (unsigned)	JA002677-JA002713	48

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 171 - Work Order No. 100	JA002714-JA002718	48
	Trial Exhibit 172 - Letter from J. Griffith to Victor Fuchs Re: Gemstone's intention to continue retention of Helix w/copy of Ratification and Amendment of Subcontract Agreement	JA002719-JA002730	48
	Trial Exhibit 173 - Helix Pay Application No. 16713-012 to Camco with proof of payment	JA002731-JA002745	48
	Trial Exhibit 174 - Helix Change Order Request No. 28	JA002746-JA002747	48
	Trial Exhibit 175 - Change Notice No. 41	JA002748-JA002751	48
	Trial Exhibit 176 - Helix Pay Application No. 16713-013 to Camco	JA002752-JA002771	48/49
	Trial Exhibit 177 - Helix Pay Application No. 16713-014 to Camco	JA002772-JA002782	49
	Trial Exhibit 178 - Camco's letter to Helix rejecting Pay Application No. 16713-015 with attached copy of Pay Application	JA002783 JA002797	49
	National Wood/Cabinetec Related Exhibits:		
	Trial Exhibit 184 - Ratification and Amendment of Subcontract Agreement between CabineTec and Camco (fully executed copy)	JA002798-JA002825	49
	General Related Exhibits:		
	Trial Exhibit 218 - Camco/Owner Pay Application No. 11 w/Backup	JA002826-JA003028	50/51/52
	Trial Exhibit 220 - Camco/Owner Pay Application No. 12 w/Backup	JA003029-JA003333	52/53/54/55
	Trial Exhibit 313 - Letter from A. Edelstein to R. Nickerl re: NRS 624 Notice	JA003334-JA003338	55
	Helix Trial Exhibits:		

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 501 - Payment Summary	JA003339 – JA003732	55/56/57/ 58/59/60
	Trial Exhibit 508 – Helix Pay Application	JA003733- JA003813	60/61
	Trial Exhibit 510 - Unsigned Subcontract	JA003814- JA003927	61/62
	Trial Exhibit 512 - Helix's Lien Notice	JA003928- JA004034	62/63
	Trial Exhibit 522 - Camco Billing	JA004035- JA005281	63/64/65/66/67/ 68/69/70 /71/72 /73/74/75/ 76/77
01-17-18	**Transcript Bench Trial (Day 1)**[5]	**JA001668- JA001802**	**29/30**
	Trial Exhibit 1 - Grading Agreement ***(Admitted)***	JA001803- JA001825	30
	Trial Exhibit 2 – APCO/Gemstone General Construction Agreement ***(Admitted)***	JA001826- JA001868	30
	Trial Exhibit 3 - Nevada Construction Services /Gemstone Cost Plus/GMP Contract Disbursement Agreement ***(Admitted)***	JA001869- JA001884	30
	Trial Exhibit 4 - APCO Pay Application No. 9 Submitted to Gemstone ***(Admitted)***	JA001885- JA001974	30/31/32
	Trial Exhibit 5 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work ***(Admitted)***	JA001975- JA001978	32
	Trial Exhibit 6 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work ***(Admitted)***	JA001979- JA001980	32
	Trial Exhibit 10 - Letter from J. Barker to A. Edelstein Re: Notice of Intent to Stop Work (Second Notice) ***(Admitted)***	JA001981- JA001987	32

[5] Filed January 31, 2018

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 13 - Letter from A. Edelstein to Re. Nickerl Re: Termination for Cause (Gemstone) ***(Admitted)***	JA001988-JA002001	32
	Trial Exhibit 14 - Letter from W. Gochnour to Sean Thueson Re: [APCO's] Response to [Gemstone's] Termination for Cause ***(Admitted)***	JA002002-JA002010	33
	Trial Exhibit 15 - Letter from R. Nickerl to A. Edelstein Re: 48-Hour Notices ***(Admitted)***	JA002011-JA002013	33
	Trial Exhibit 16 - Email from J. Horning to A. Berman and J. Olivares re: Joint Checks ***(Admitted)***	JA002014	33
	Trial Exhibit 23 - APCO Subcontractor Notice of Stopping Work and Letter from J. Barker to A. Edelstein Re: Notice of Stopping Work and Notice of Intent to Terminate Contract ***(Admitted)***	JA002015-JA002016	33
	Trial Exhibit 24 - Letter from R. Nickerl to Clark County re: Notification of APCO's withdrawal as General Contractor of Record ***(Admitted)***	JA002017-JA002023	33
	Trial Exhibit 26 - Email from J. Gisondo to Subcontractors re: June checks ***(Admitted)***	JA002024	34
	Trial Exhibit 27 - Letter from A. Edelstein to R. Nickerl re: June Progress Payment ***(Admitted)***	JA002025-JA002080	34
	Trial Exhibit 28 - Letter from J. Barker to A. Edelstein Re: Termination of Agreement for GMP ***(Admitted)***	JA002081	34
	Trial Exhibit 31 - Transmission of APCO's Pay Application No. 11 as Submitted to Owner ***(Admitted)***	JA002082-JA002120	34/35
	Trial Exhibit 45 - Subcontractor Agreement ***(Admitted)***	JA002121-JA002146	35

Date	**Description**	**Bates Number**	**Volume(s)**
	Trial Exhibit 162 - Amended and Restated General Construction Agreement between Gemstone and CAMCO ***(Admitted)***	JA002147-JA002176	35/36
	Trial Exhibit 212 - Letter from Edelstein to R. Nickerl re: NRS 624 Notice ***(Admitted)***	JA002177-JA002181	36
	Trial Exhibit 215 - Email from C. Colligan to Subcontractors re: 48-hour Termination Notice ***(Admitted)***	JA002182-JA002185	36
	Trial Exhibit 216 - Email from C. Colligan re: Meeting with Subcontractors ***(Admitted)***	JA002186-JA002188	36
	Trial Exhibit 506 – Email and Contract Revisions ***(Admitted)***	JA002189 – JA002198	36
01-18-18	**Transcript – Bench Trial (Day 2)**[6]	JA005284-JA005370	78
	Trial Exhibit 535 – Deposition Transcript of Andrew Rivera (Exhibit 99) ***(Admitted)***	JA005371-JA005623	78/79/80
01-19-18	**Transcript – Bench Trial (Day 3)**[7]	JA005624-JA005785	80
	Trial Exhibit 231 – Helix Electric's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint ***(Admitted)***	JA005786-JA005801	80
	Trial Exhibit 314 - Declaration of Victor Fuchs in support of Helix's Motion for Partial Summary Judgment against Gemstone ***(Admitted)***	JA005802-JA005804	80
	Trial Exhibit 320 – June-August Billings—not paid to APCO ***(Admitted)***	JA005805	80
	Trial Exhibit 321 – Overpayments to Cabinetec ***(Admitted)***	JA005806-	80

[6] Filed January 31, 201879
[7] Filed January 31, 2018

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 536 – Lien math calculations (handwritten) ***(Admitted)***	JA005807-JA005808	80
	Trial Exhibit 804 – Camco Correspondence ***(Admitted)***	JA005809-JA005816	80
	Trial Exhibit 3176 – APCO Notice of Lien ***(Admitted)***	JA005817-JA005819	81
01-24-18	**Transcript – Bench Trial (Day 5)[8]**	**JA005820-JA005952**	81
01-24-19	**Transcript for All Pending Fee Motions on July 19, 2018**	**JA007300-JA007312**	**100/101**

[8] Filed January 31, 2018

513	15030	HVAC Start-Up	4,923.68	-	-	-	-	-	-	0%	4,923.68	-	-
514	15050	HVAC Test Train	4,923.68	-	-	-	-	-	-	0%	4,923.68	-	-
515	15060	HVAC Start-Up	4,923.68	-	-	-	-	-	-	0%	4,923.68	-	-
		Division 16 - Electrical											
516	16010	Electrical Permit	51,563.87	-	-	-	-	-	-	0%	51,563.87	-	-
517	16020	Electrical Rough-In	25,351.13	25,351.13	-	-	-	25,351.13	100%	-	-	-	2,535.13
518	16030	Electrical Trim Out	25,351.13	-	-	-	-	-	0%	25,351.13	-	-	-
519	16040	Electrical Underground Materials	25,351.13	-	-	-	-	-	0%	25,351.13	-	-	-
520	16050	Electrical Site Coordination	6,337.78	-	-	-	-	-	0%	6,337.78	-	-	-
521	16060	Electrical Test / Start-Up	6,337.78	-	-	-	-	-	0%	6,337.78	-	-	-
522	16070	Electrical Start-Up	6,337.78	-	-	-	-	-	0%	6,337.78	-	-	-
		Division 22 - Plumbing											
523	15010	Plumbing Permit	9,515.00	8,259.20	-	-	-	8,384.10	88%	172.70	-	918.10	
524	15020	Plumbing Rough-In / Underslab	52,152.00	51,152.00	-	-	-	52,152.00	98%	1,248.00	-	5,114.80	
525	15030	Plumbing 1st & 2nd Floor Piping	25,405.80	25,405.80	-	-	-	25,405.80	95%	518.70	-	5,081.16	
526	15040	Plumbing 2nd Floor Piping	6,795.06	6,159.39	-	-	-	6,282.18	92%	125.70	-	513.51	
527	15050	Plumbing Roof Top Stacks / Rainwater Pipe	91,183.00	8,913.44	-	-	-	8,845.84	11%	73,182.56	-	994.54	
		Division 23 - HVAC											
528	15010	Plumbing A/S Waste & Vent	73,000.00	69,436.25	-	-	-	69,436.25	95%	3,563.75	-	6,940.25	
529	15020	Plumbing Fixture Set-In	7,200.50	6,870.59	-	-	-	6,870.59	95%	361.51	-	687.06	
530	15030	Plumbing Shower Unit Inserts	55,950.00	53,154.63	-	-	-	53,154.25	95%	2,795.75	-	5,315.48	
531	15040	Plumbing A/S Sewer Piping	19,478.00	12,009.45	5,542.80	-	-	17,552.25	90%	922.80	538.25	1,755.22	
532	15050	Plumbing A/S Domestic Water	79,384.00	51,665.15	23,763.30	-	-	75,394.45	95%	3,968.55	2,079.93	7,539.45	
533	15060	Plumbing A/S Gas Piping	31,971.00	18,442.50	9,231.30	-	-	27,943.80	99%	3,197.10	830.73	2,793.98	
534	15070	Plumbing Traps & Fixtures	67,200.00	19,320.00	9,360.00	-	-	27,780.00	79%	9,240.00	530.00	2,778.00	
535	15080	Plumbing Fixtures	52,513.00	-	13,978.13	-	-	42,828.13	85%	4,672.75	1,881.75	4,197.63	
536	15090	Plumbing Piping	10,015.00	10,015.00	-	-	-	9,514.25	95%	500.75	-	951.43	
537	15100	Plumbing Pipe Insulation	4,200.00	-	4,000.00	-	-	4,000.00	95%	200.00	200.00	400.00	
538	15110	Plumbing Testing	5,999.00	3,466.40	3,000.00	-	-	5,908.40	98%	1,713.20	178.40	590.84	
539	15120	Plumbing Miscellaneous	2,112.00	-	-	-	-	-	0%	2,112.00	-	-	
540	15130	Plumbing Start-Up / Punch List / Final Inspection	31,470.00	20,130.72	4,000.00	-	-	24,564.40	89%	13,170.00	434.10	5,905.44	
		Division 26 - Electrical											
541	16010	Electrical Permit	75,821.00	30,404.40	14,400.00	-	-	59,181.20	91%	3,654.80	1,440.00	7,182.12	
542	16020	Electrical Rough-In	7,700.80	4,200.00	3,500.80	-	-	7,700.80	90%	770.08	-	693.07	
543	16030	Electrical Trim Out	19,152.00	10,400.00	7,752.00	-	-	18,152.00	93%	952.00	738.04	1,723.68	
544	16040	Electrical Underground Materials	76,333.00	43,332.00	21,166.00	-	-	71,387.90	90%	7,933.10	2,779.00	6,189.71	

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566	15010	Plumbing and Drainage	31,221.00	[illegible]	[illegible]	-	-	27,459.24	88%	3,761.76	1,560.56	-	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	-	-	[illegible]	31%	[illegible]	[illegible]	-	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	-	[illegible]	-	-	-	0%	26,500.00	-	-	[illegible]
[illegible]	[illegible]	[illegible]	10,500.00	-	7,350.00	-	-	7,350.00	70%	3,150.00	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	-	[illegible]	-	-	[illegible]	0%	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	-	-	[illegible]	0%	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	-	[illegible]	-	-	[illegible]	0%	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	97,500.00	58,500.00	[illegible]	-	-	[illegible]	37%	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	-	-	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
575	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	-	-	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]

626	6200	Finish Carpentry (Budget)	650,000.00	8,335.06	-	-	-	8,335.06	1%	591,665.00	-	-	591,665.00
627	7210	Insulation - Fire Caulking	51,800.00	-	4,570.00	-	-	4,570.00	9%	47,230.00	960.00	-	46,270.00
628	7300	Roofing	786,000.00	117,091.84	33,815.56	-	107,267.56	151,077.40	19%	634,922.60	2,961.55	19,837.79	614,084.81
629	7400	Siding	69,475.00	42,880.24	3,269.43	-	-	46,109.73	76%	13,365.27	526.95	4,615.97	8,749.30
630	7420	Stucco	360,700.00	-	-	-	-	-	0%	360,700.00	-	-	360,700.00
631	8200	Windows - Material Only	250,000.00	238,172.80	-	-	6,172.80	238,172.80	95%	11,827.20	-	23,617.60	(11,790.40)
632	8200	Drywall Contractors	1,054,000.00	312,500.00	10,000.00	-	101,000.00	373,500.00	35%	680,500.00	1,000.00	37,350.00	643,150.00
633	8700	Painting	346,000.00	-	-	-	-	-	0%	346,000.00	-	-	346,000.00
634	9100	Flooring	883,117.53	-	-	-	-	-	0%	883,117.53	-	-	883,117.53
635	11900	Appliances (Budget)	112,000.00	-	-	-	-	-	0%	112,000.00	-	-	112,000.00
636	14200	Elevators	274,925.00	72,500.00	-	-	72,500.00	72,500.00	26%	202,425.00	-	-	202,425.00
637	15000	Mechanical (HVAC)	12,000.00	10,500.00	-	-	-	10,500.00	88%	2,000.00	-	-	2,000.00
638	15100	Mechanical Sheetmetal	1,125.00	1,125.00	-	-	-	1,125.00	100%	-	-	-	-
639	15300	Fire Protection Sprinkler (Wet/Dry)	1,173.75	586.25	20.00	-	-	606.25	52%	567.50	32.19	-	535.31
640	15400	Plumbing - Rough-In	1,000.00	-	-	-	-	-	0%	1,000.00	-	-	1,000.00
		Electrical											
641	16100	Electrical Permits	5,000.00	5,000.00	-	-	-	5,000.00	100%	-	-	-	-
642	16200	Electrical Service and Distribution	79,810.00	79,810.00	-	-	-	79,810.00	100%	-	-	-	-
643	16400	Electrical Rough-In	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	-	-
644	16500	Electrical Finish	19,694.72	-	-	-	-	-	0%	19,694.72	-	-	19,694.72
645	16700	Low Voltage Systems	19,694.72	-	19,694.72	-	-	19,694.72	100%	-	1,969.47	-	(1,969.47)
646	16720	Fire Alarm	4,000.00	-	-	-	-	-	0%	4,000.00	-	-	4,000.00
647	16730	Security Alarm	4,923.85	-	-	-	-	-	0%	4,923.85	-	-	4,923.85
648	16740	Audio Visual	4,923.85	-	-	-	-	-	0%	4,923.85	-	-	4,923.85
		Mechanical											
649	15000	HVAC Equipment and Start-Up	26,639.40	19,443.68	6,154.82	-	-	25,598.50	96%	1,040.90	615.48	-	425.42
650	15000	Duct Work	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47	(1,969.47)
651	15000	HVAC Trade Cost	19,694.72	-	-	-	-	-	0%	19,694.72	-	-	19,694.72
652	15000	Duct Work Insulation	19,694.72	-	19,694.72	-	-	19,694.72	100%	-	1,969.47	-	(1,969.47)
653	15000	HVAC Equipment Delivery	4,923.68	-	-	-	-	-	0%	4,923.68	-	-	4,923.68

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730	15000	Electrical 1st Floor Sockets	24,450.00	22,005.00	-	-	-	22,005.00	90%	2,445.00	-	-	2,445.00
731	15000	Electrical 1st Floor Lighting	15,840.00	15,840.00	-	-	-	15,840.00	100%	-	-	-	1,584.00
732	15000	Electrical Office Telephones	20,900.00	12,903.00	-	-	-	12,903.00	62%	10,357.00	-	-	1,290.30
734	15000	Electrical Roof Sockets, CCTV and Equipment	15,730.00	5,735.00	-	-	-	5,735.00	36%	5,810.00	-	-	573.50
735	15000	Electrical Roof Lighting	7,980.00	7,980.00	-	-	-	7,980.00	100%	-	-	-	798.00
736	15000	Electrical Roof Fire Alarm	3,950.00	3,950.00	-	-	-	3,950.00	100%	-	-	-	395.00
737	15000	Electrical Security Access Control and Intercom	22,600.00	21,835.00	-	-	-	21,835.00	97%	1,300.00	-	-	2,183.50
738	15000	Electrical Roof Cabling Packages	100,650.00	33,000.00	18,735.00	-	-	51,735.00	51%	51,735.00	1,300.00	-	5,173.50
739	15000	Electrical Distribution Boards	67,000.00	59,000.00	7,000.00	-	-	66,000.00	98%	1,000.00	-	-	6,600.00
740	15000	Electrical Containment Roof	55,000.00	35,000.00	3,000.00	-	-	38,000.00	69%	17,000.00	3,000.00	-	3,800.00
741	15000	Electrical Containment Roof, Cabinets & Misc	85,000.00	76,935.00	-	-	-	76,935.00	90%	8,065.00	-	-	7,693.50
742	15000	Electrical Package 2 1st floor pods and platforms	400,000.00	360,000.00	-	-	-	360,000.00	90%	40,000.00	-	-	36,000.00
743	15000	Electrical 1st Floor Sockets and Isolators	75,000.00	63,750.00	4,000.00	-	-	67,750.00	90%	7,250.00	1,300.00	-	6,775.00
744	15000	Electrical 1st Floor Cooker and Plinth Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-	-
745	15000	Electrical 2nd Floor Lights and Switches	75,000.00	63,750.00	6,000.00	-	-	69,750.00	93%	5,250.00	400.00	-	6,975.00
746	15000	Electrical 2nd Floor Cooker and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-	-
747	15000	Electrical 3rd Floor Sockets and Isolators	75,000.00	63,750.00	3,000.00	-	-	67,750.00	90%	7,250.00	400.00	-	6,775.00
748	15000	Electrical 3rd Floor Cooker and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-	-
749	15000	Electrical 3rd Floor Lights and Switches	75,000.00	12,000.00	63,000.00	-	-	75,000.00	100%	-	-	-	7,500.00
751	15000	Electrical 4th Floor Lights and Switches	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
752	15000	Electrical 4th Floor Cooker and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-	-
753	15000	Electrical 4th Floor Sockets and Isolators	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
754	15000	Electrical 5th Floor Lights and Switches	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
755	15000	Electrical 5th Floor Cooker and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-	-
756	15000	Electrical 5th Floor Sockets and Isolators	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
758	15000	Electrical Roof Lighting	7,980.00	-	-	-	-	-	0%	7,980.00	-	-	-
759	15000	Electrical Roof Sockets	3,950.00	-	-	-	-	-	0%	3,950.00	-	-	-
760	15000	Electrical Roof Fire Alarm	22,600.00	-	-	-	-	-	0%	22,600.00	-	-	-
761	15000	Electrical Roof Containment	100,650.00	-	-	-	-	-	0%	100,650.00	-	-	-
762	15000	Electrical Roof Distribution Boards	67,000.00	-	-	-	-	-	0%	67,000.00	-	-	-
763	15000	Electrical Roof Containment	55,000.00	-	-	-	-	-	0%	55,000.00	-	-	-
764	15000	Electrical Roof Cabinets & Misc	85,000.00	-	-	-	-	-	0%	85,000.00	-	-	-
765	15000	Electrical Package 2 1st floor pods and platforms	400,000.00	-	-	-	-	-	0%	400,000.00	-	-	-
766	15000	Electrical 1st Floor Sockets and Isolators	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
767	15000	Electrical 1st Floor Cooker and Plinth Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-	-
768	15000	Electrical 2nd Floor Lights and Switches	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
769	15000	Electrical 2nd Floor Cooker and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-	-
770	15000	Electrical 2nd Floor Sockets and Isolators	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
771	15000	Electrical 3rd Floor Lights and Switches	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
772	15000	Electrical 3rd Floor Cooker and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-	-
773	15000	Electrical 3rd Floor Sockets and Isolators	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
774	15000	Electrical 4th Floor Lights and Switches	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
775	15000	Electrical 4th Floor Cooker and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-	-
776	15000	Electrical 4th Floor Sockets and Isolators	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
777	15000	Electrical 5th Floor Lights and Switches	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
778	15000	Electrical 5th Floor Cooker and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-	-
779	15000	Electrical 5th Floor Sockets and Isolators	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
781	15000	Electrical Roof Lighting	7,980.00	-	-	-	-	-	0%	7,980.00	-	-	-
782	15000	Electrical Roof Sockets	3,950.00	-	-	-	-	-	0%	3,950.00	-	-	-
783	15000	Electrical Roof Fire Alarm	22,600.00	-	-	-	-	-	0%	22,600.00	-	-	-
784	15000	Electrical Roof Containment	100,650.00	-	-	-	-	-	0%	100,650.00	-	-	-
785	15000	Electrical Roof Distribution Boards	67,000.00	-	-	-	-	-	0%	67,000.00	-	-	-
786	15000	Electrical Roof Containment	55,000.00	-	-	-	-	-	0%	55,000.00	-	-	-
787	15000	Electrical Roof Cabinets & Misc	85,000.00	-	-	-	-	-	0%	85,000.00	-	-	-
788	15000	Electrical Package 2 1st floor pods and platforms	400,000.00	-	-	-	-	-	0%	400,000.00	-	-	-
789	15000	Electrical 1st Floor Sockets and Isolators	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
790	15000	Electrical 1st Floor Cooker and Plinth Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-	-
791	15000	Electrical 2nd Floor Lights and Switches	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
792	15000	Electrical 2nd Floor Cooker and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-	-
793	15000	Electrical 2nd Floor Sockets and Isolators	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
794	15000	Electrical 3rd Floor Lights and Switches	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
795	15000	Electrical 3rd Floor Cooker and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-	-
796	15000	Electrical 3rd Floor Sockets and Isolators	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
797	15000	Electrical 4th Floor Lights and Switches	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
798	15000	Electrical 4th Floor Cooker and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-	-
799	15000	Electrical 4th Floor Sockets and Isolators	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
800	15000	Electrical 5th Floor Lights and Switches	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
801	15000	Electrical 5th Floor Cooker and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-	-
802	15000	Electrical 5th Floor Sockets and Isolators	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
804	15000	Electrical Roof Lighting	7,980.00	-	-	-	-	-	0%	7,980.00	-	-	-
805	15000	Electrical Roof Sockets	3,950.00	-	-	-	-	-	0%	3,950.00	-	-	-
806	15000	Electrical Roof Fire Alarm	22,600.00	-	-	-	-	-	0%	22,600.00	-	-	-
807	15000	Electrical Roof Containment	100,650.00	-	-	-	-	-	0%	100,650.00	-	-	-
808	15000	Electrical Roof Distribution Boards	67,000.00	-	-	-	-	-	0%	67,000.00	-	-	-
809	15000	Electrical Roof Containment	55,000.00	-	-	-	-	-	0%	55,000.00	-	-	-
810	15000	Electrical Roof Cabinets & Misc	85,000.00	-	-	-	-	-	0%	85,000.00	-	-	-
811	15000	Electrical Package 2 1st floor pods and platforms	400,000.00	-	-	-	-	-	0%	400,000.00	-	-	-
812	15000	Electrical 1st Floor Sockets and Isolators	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
813	15000	Electrical 1st Floor Cooker and Plinth Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-	-
814	15000	Electrical 2nd Floor Lights and Switches	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
815	15000	Electrical 2nd Floor Cooker and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-	-
816	15000	Electrical 2nd Floor Sockets and Isolators	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
817	15000	Electrical 3rd Floor Lights and Switches	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
818	15000	Electrical 3rd Floor Cooker and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-	-
819	15000	Electrical 3rd Floor Sockets and Isolators	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
820	15000	Electrical 4th Floor Lights and Switches	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
821	15000	Electrical 4th Floor Cooker and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-	-
822	15000	Electrical 4th Floor Sockets and Isolators	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
823	15000	Electrical 5th Floor Lights and Switches	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
824	15000	Electrical 5th Floor Cooker and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-	-
825	15000	Electrical 5th Floor Sockets and Isolators	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
827	15000	Electrical Roof Lighting	7,980.00	-	-	-	-	-	0%	7,980.00	-	-	-
828	15000	Electrical Roof Sockets	3,950.00	-	-	-	-	-	0%	3,950.00	-	-	-
829	15000	Electrical Roof Fire Alarm	22,600.00	-	-	-	-	-	0%	22,600.00	-	-	-
830	15000	Electrical Roof Containment	100,650.00	-	-	-	-	-	0%	100,650.00	-	-	-
831	15000	Electrical Roof Distribution Boards	67,000.00	-	-	-	-	-	0%	67,000.00	-	-	-
832	15000	Electrical Roof Containment	55,000.00	-	-	-	-	-	0%	55,000.00	-	-	-
833	15000	Electrical Roof Cabinets & Misc	85,000.00	-	-	-	-	-	0%	85,000.00	-	-	-
834	15000	Electrical Package 2 1st floor pods and platforms	400,000.00	-	-	-	-	-	0%	400,000.00	-	-	-
835	15000	Electrical 1st Floor Sockets and Isolators	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
836	15000	Electrical 1st Floor Cooker and Plinth Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-	-
837	15000	Electrical 2nd Floor Lights and Switches	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
838	15000	Electrical 2nd Floor Cooker and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-	-
839	15000	Electrical 2nd Floor Sockets and Isolators	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
840	15000	Electrical 3rd Floor Lights and Switches	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
841	15000	Electrical 3rd Floor Cooker and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-	-
842	15000	Electrical 3rd Floor Sockets and Isolators	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
843	15000	Electrical 4th Floor Lights and Switches	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
844	15000	Electrical 4th Floor Cooker and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-	-
845	15000	Electrical 4th Floor Sockets and Isolators	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
846	15000	Electrical 5th Floor Lights and Switches	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
847	15000	Electrical 5th Floor Cooker and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-	-
848	15000	Electrical 5th Floor Sockets and Isolators	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
850	15000	Electrical Roof Lighting	7,980.00	-	-	-	-	-	0%	7,980.00	-	-	-
851	15000	Electrical Roof Sockets	3,950.00	-	-	-	-	-	0%	3,950.00	-	-	-
852	15000	Electrical Roof Fire Alarm	22,600.00	-	-	-	-	-	0%	22,600.00	-	-	-
853	15000	Electrical Roof Containment	100,650.00	-	-	-	-	-	0%	100,650.00	-	-	-
854	15000	Electrical Roof Distribution Boards	67,000.00	-	-	-	-	-	0%	67,000.00	-	-	-
855	15000	Electrical Roof Containment	55,000.00	-	-	-	-	-	0%	55,000.00	-	-	-
856	15000	Electrical Roof Cabinets & Misc	85,000.00	-	-	-	-	-	0%	85,000.00	-	-	-
857	15000	Electrical Package 2 1st floor pods and platforms	400,000.00	-	-	-	-	-	0%	400,000.00	-	-	-
858	15000	Electrical 1st Floor Sockets and Isolators	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
859	15000	Electrical 1st Floor Cooker and Plinth Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-	-
860	15000	Electrical 2nd Floor Lights and Switches	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
861	15000	Electrical 2nd Floor Cooker and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-	-
862	15000	Electrical 2nd Floor Sockets and Isolators	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
863	15000	Electrical 3rd Floor Lights and Switches	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
864	15000	Electrical 3rd Floor Cooker and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-	-
865	15000	Electrical 3rd Floor Sockets and Isolators	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
866	15000	Electrical 4th Floor Lights and Switches	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
867	15000	Electrical 4th Floor Cooker and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-	-
868	15000	Electrical 4th Floor Sockets and Isolators	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
869	15000	Electrical 5th Floor Lights and Switches	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
870	15000	Electrical 5th Floor Cooker and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-	-
871	15000	Electrical 5th Floor Sockets and Isolators	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
873	15000	Electrical Roof Lighting	7,980.00	-	-	-	-	-	0%	7,980.00	-	-	-
874	15000	Electrical Roof Sockets	3,950.00	-	-	-	-	-	0%	3,950.00	-	-	-
875	15000	Electrical Roof Fire Alarm	22,600.00	-	-	-	-	-	0%	22,600.00	-	-	-
876	15000	Electrical Roof Containment	100,650.00	-	-	-	-	-	0%	100,650.00	-	-	-
877	15000	Electrical Roof Distribution Boards	67,000.00	-	-	-	-	-	0%	67,000.00	-	-	-
878	15000	Electrical Roof Containment	55,000.00	-	-	-	-	-	0%	55,000.00	-	-	-
879	15000	Electrical Roof Cabinets & Misc	85,000.00	-	-	-	-	-	0%	85,000.00	-	-	-
880	15000	Electrical Package 2 1st floor pods and platforms	400,000.00	-	-	-	-	-	0%	400,000.00	-	-	-
881	15000	Electrical 1st Floor Sockets and Isolators	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
882	15000	Electrical 1st Floor Cooker and Plinth Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-	-
883	15000	Electrical 2nd Floor Lights and Switches	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
884	15000	Electrical 2nd Floor Cooker and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-	-
885	15000	Electrical 2nd Floor Sockets and Isolators	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
886	15000	Electrical 3rd Floor Lights and Switches	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
887	15000	Electrical 3rd Floor Cooker and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-	-
888	15000	Electrical 3rd Floor Sockets and Isolators	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
889	15000	Electrical 4th Floor Lights and Switches	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
890	15000	Electrical 4th Floor Cooker and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-	-
891	15000	Electrical 4th Floor Sockets and Isolators	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
892	15000	Electrical 5th Floor Lights and Switches	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
893	15000	Electrical 5th Floor Cooker and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-	-
894	15000	Electrical 5th Floor Sockets and Isolators	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
896	15000	Electrical Roof Lighting	7,980.00	-	-	-	-	-	0%	7,980.00	-	-	-
897	15000	Electrical Roof Sockets	3,950.00	-	-	-	-	-	0%	3,950.00	-	-	-
898	15000	Electrical Roof Fire Alarm	22,600.00	-	-	-	-	-	0%	22,600.00	-	-	-
899	15000	Electrical Roof Containment	100,650.00	-	-	-	-	-	0%	100,650.00	-	-	-
900	15000	Electrical Roof Distribution Boards	67,000.00	-	-	-	-	-	0%	67,000.00	-	-	-
901	15000	Electrical Roof Containment	55,000.00	-	-	-	-	-	0%	55,000.00	-	-	-
902	15000	Electrical Roof Cabinets & Misc	85,000.00	-	-	-	-	-	0%	85,000.00	-	-	-
903	15000	Electrical Package 2 1st floor pods and platforms	400,000.00	-	-	-	-	-	0%	400,000.00	-	-	-
904	15000	Electrical 1st Floor Sockets and Isolators	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
905	15000	Electrical 1st Floor Cooker and Plinth Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-	-
906	15000	Electrical 2nd Floor Lights and Switches	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
907	15000	Electrical 2nd Floor Cooker and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-	-
908	15000	Electrical 2nd Floor Sockets and Isolators	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
909	15000	Electrical 3rd Floor Lights and Switches	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
910	15000	Electrical 3rd Floor Cooker and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-	-
911	15000	Electrical 3rd Floor Sockets and Isolators	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
912	15000	Electrical 4th Floor Lights and Switches	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
913	15000	Electrical 4th Floor Cooker and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-	-
914	15000	Electrical 4th Floor Sockets and Isolators	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
915	15000	Electrical 5th Floor Lights and Switches	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
916	15000	Electrical 5th Floor Cooker and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-	-
917	15000	Electrical 5th Floor Sockets and Isolators	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
919	15000	Electrical Roof Lighting	7,980.00	-	-	-	-	-	0%	7,980.00	-	-	-
920	15000	Electrical Roof Sockets	3,950.00	-	-	-	-	-	0%	3,950.00	-	-	-
921	15000	Electrical Roof Fire Alarm	22,600.00	-	-	-	-	-	0%	22,600.00	-	-	-
922	15000	Electrical Roof Containment	100,650.00	-	-	-	-	-	0%	100,650.00	-	-	-
923	15000	Electrical Roof Distribution Boards	67,000.00	-	-	-	-	-	0%	67,000.00	-	-	-
924	15000	Electrical Roof Containment	55,000.00	-	-	-	-	-	0%	55,000.00	-	-	-
925	15000	Electrical Roof Cabinets & Misc	85,000.00	-	-	-	-	-	0%	85,000.00	-	-	-
926	15000	Electrical Package 2 1st floor pods and platforms	400,000.00	-	-	-	-	-	0%	400,000.00	-	-	-
927	15000	Electrical 1st Floor Sockets and Isolators	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
928	15000	Electrical 1st Floor Cooker and Plinth Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-	-
929	15000	Electrical 2nd Floor Lights and Switches	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
930	15000	Electrical 2nd Floor Cooker and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-	-
931	15000	Electrical 2nd Floor Sockets and Isolators	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
932	15000	Electrical 3rd Floor Lights and Switches	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
933	15000	Electrical 3rd Floor Cooker and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-	-
934	15000	Electrical 3rd Floor Sockets and Isolators	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
935	15000	Electrical 4th Floor Lights and Switches	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
936	15000	Electrical 4th Floor Cooker and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-	-
937	15000	Electrical 4th Floor Sockets and Isolators	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
938	15000	Electrical 5th Floor Lights and Switches	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
939	15000	Electrical 5th Floor Cooker and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-	-
940	15000	Electrical 5th Floor Sockets and Isolators	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
942	15000	Electrical Roof Lighting	7,980.00	-	-	-	-	-	0%	7,980.00	-	-	-
943	15000	Electrical Roof Sockets	3,950.00	-	-	-	-	-	0%	3,950.00	-	-	-
944	15000	Electrical Roof Fire Alarm	22,600.00	-	-	-	-	-	0%	22,600.00	-	-	-
945	15000	Electrical Roof Containment	100,650.00	-	-	-	-	-	0%	100,650.00	-	-	-
946	15000	Electrical Roof Distribution Boards	67,000.00	-	-	-	-	-	0%	67,000.00	-	-	-
947	15000	Electrical Roof Containment	55,000.00	-	-	-	-	-	0%	55,000.00	-	-	-
948	15000	Electrical Roof Cabinets & Misc	85,000.00	-	-	-	-	-	0%	85,000.00	-	-	-
949	15000	Electrical Package 2 1st floor pods and platforms	400,000.00	-	-	-	-	-	0%	400,000.00	-	-	-
950	15000	Electrical 1st Floor Sockets and Isolators	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
951	15000	Electrical 1st Floor Cooker and Plinth Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-	-
952	15000	Electrical 2nd Floor Lights and Switches	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
953	15000	Electrical 2nd Floor Cooker and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-	-
954	15000	Electrical 2nd Floor Sockets and Isolators	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
955	15000	Electrical 3rd Floor Lights and Switches	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
956	15000	Electrical 3rd Floor Cooker and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-	-
957	15000	Electrical 3rd Floor Sockets and Isolators	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
958	15000	Electrical 4th Floor Lights and Switches	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
959	15000	Electrical 4th Floor Cooker and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-	-
960	15000	Electrical 4th Floor Sockets and Isolators	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
961	15000	Electrical 5th Floor Lights and Switches	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
962	15000	Electrical 5th Floor Cooker and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-	-
963	15000	Electrical 5th Floor Sockets and Isolators	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
965	15000	Electrical Roof Lighting	7,980.00	-	-	-	-	-	0%	7,980.00	-	-	-
966	15000	Electrical Roof Sockets	3,950.00	-	-	-	-	-	0%	3,950.00	-	-	-
967	15000	Electrical Roof Fire Alarm	22,600.00	-	-	-	-	-	0%	22,600.00	-	-	-
968	15000	Electrical Roof Containment	100,650.00	-	-	-	-	-	0%	100,650.00	-	-	-
969	15000	Electrical Roof Distribution Boards	67,000.00	-	-	-	-	-	0%	67,000.00	-	-	-
970	15000	Electrical Roof Containment	55,000.00	-	-	-	-	-	0%	55,000.00	-	-	-
971	15000	Electrical Roof Cabinets & Misc	85,000.00	-	-	-	-	-	0%	85,000.00	-	-	-
972	15000	Electrical Package 2 1st floor pods and platforms	400,000.00	-	-	-	-	-	0%	400,000.00	-	-	-
973	15000	Electrical 1st Floor Sockets and Isolators	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
974	15000	Electrical 1st Floor Cooker and Plinth Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-	-
975	15000	Electrical 2nd Floor Lights and Switches	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
976	15000	Electrical 2nd Floor Cooker and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-	-
977	15000	Electrical 2nd Floor Sockets and Isolators	75,000.00	-	-	-	-	-	0%	75,000.00	-	-	-
978	15000	Electrical 3rd Floor Lights and Switches

[illegible] CONSTRUCTION SERVICES
250 [illegible] N. Buffalo, Suite 140
Las Vegas, [illegible] 89128
(702) 2[illegible]-9150
FAX (702) [illegible]54-5913

REQUEST FOR REALLOCATION OF FUNDS

DATE: 8/21/08
OWNER: 215 Treasure Hill, LLC
LENDER: Colonial Bank Corporation
PROJECT NAME: [illegible] Parcel 1 PROJECT NO.: [illegible]
PROJECT ADDRESS: Southeast Corner of Rainbow Road and Enclave Drive

WE HEREBY REQUEST THE FOLLOWING FUNDS TO BE TRANSFERRED:

FROM LINE #	AMOUNT	TO LINE #	AMOUNT	M.S.D.	OTHER
200-00200	7,240	55-08400	67,400		
210-00200	9,101	131-08400	140,100		
215-00200	7,200	132-08400	57,410		
220-00200	24,811	234-08400	12,914		
225-00200	5	302-15000	2,5		
230-00200	3,570	302-15010	41,570		
235-00200	3,294	320-15010	43,324		
240-00200	3,294	333-15010	43,324		
245-00200	50	346-15010	2,5		
250-00200	2,621	343-15010	42,591		
255-00200	3,294	354-15010	43,324		
260-00200	18,381	372-15010	43,324		
265-00200	251	383-15010	251		
270-00200	2,593	316-15010	42,593		
275-00200	3,294	388-15010	43,324		
57-00200	3,294	411-15010	43,324		

REASON:
1. Cost [illegible] greater than originally budgeted.
2. All funds [illegible] needed, excess funds.
3. Approved Change Order [illegible] signed by Owner and Lender.
4. Other [illegible] as explained.

APPROVED BY CONSTRUCTION LOAN ADMINISTRATION

ACCO CONSTRUCTION: _____ BY: _____

CULTURE DEVELOPMENT: _____ BY: _____

SOUTHERN NEVADA CONSTRUCTION SERVICES: BY: _____

SCOTT FINANCIAL: _____ BY: _____

[illegible] Documents and Settings [illegible] Desktop [illegible] Cost Services Forms [illegible] REALLOCATION [illegible] Wpd

NEVADA CONSTRUCTION SERVICES
2500 N. Buffalo, Suite 140
Las Vegas, NV 89128
(702) 255-1150
FAX (702) 851-5818

NOTICE FOR REALLOCATION OF FUNDS

TO: [illegible]
FROM: [illegible]
PROJECT NAME: [illegible] PROJECT NUMBER: [illegible]
PROJECT ADDRESS: [illegible]

THE UNDERSIGNED REQUESTS THE FOLLOWING FUNDS BE TRANSFERRED:

FROM LINE #	AMOUNT	TO LINE #	AMOUNT	REASON CODE
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

REASON CODE:
1. Owner Initiated Change
2. Allowance
3. Contract Change Order signed by Owner and Contractor
4. Other (explain)

ATTACH SUPPORTING DOCUMENTATION

APPROVED FOR CONSTRUCTION: _____ BY: _____
CLOSED FOR DEVELOPMENT: _____ BY: _____
NOTED: NEVADA CONSTRUCTION SERVICES BY: _____
SPECIAL: _____ BY: _____

[illegible]

EXHIBIT C

EXHIBIT C

GEMSTONE DEVELOPMENT WEST

5.05(d) - reasons to refuse to approve all or part of app.

5.05(f)(vii) - subcontracts disputed by developer

July 2, 2008

Randy Nickerl
APCO Construction
3432 N. 5th Street
Las Vegas, NV 89032

RE: NRS Section 624 Notice

Randy:

Pursuant to Section 624.609(3) of the Nevada Revised Statutes and Sections 5.05(d) and 5.05(f)(vii) of the General Construction Agreement for GMP, dated September 6, 2007 (the "Agreement"), between Gemstone Development West, Inc ("Gemstone") and Asphalt Products Corporation ("APCO"), APCO is hereby given notice that Gemstone will withhold $226,360.88 from the May Progress Payment (the "Withheld Amount) in addition to the 10% retainage that was already being withheld. The Withheld Amount represents the APCO Construction Contractor's Fee line-item from the May Progress Payment. Any capitalized terms that are not defined within this letter shall have the meaning ascribed to them in the Agreement.

The Withheld Amount is being withheld for the reasons set forth below:

A. Reference to the Agreement.

1. Pursuant to Section 5.05(d)(v) of the Agreement, Gemstone may refuse to approve all or a portion of any Application for Payment based on the existence of reasonable "evidence that the Work cannot be completed for the unpaid balance of the Contract Sum." Based on Gemstone's review of the subcontracts and the APCO budget, there is reasonable evidence that the work to be completed by APCO in connection with the Agreement cannot be completed for the unpaid balance of the Contract Sum. For example, the aggregate Phase I GMP is $78,939,160[1]. APCO has executed subcontracts representing $73,598,471, has approximately $2,500,000 of work left to contract, and has approximately $500,000 in additional costs associated with the remedial foundation work necessary to correct the construction problems in the Buildings 8 and 9 podium. Consequently, APCO has merely $2,340,689 to cover all of APCO's contingencies, General Conditions, and fees.

[1] For the sake of simplicity, the costs associated with potential change orders have not been added to the Phase I GMP figure or the corresponding expenses.

2. Pursuant to Section 5.05(d)(vii) of the Agreement, Gemstone may refuse to approve all or a portion of any Application for Payment based on reasonable "evidence that the Work will not be completed within a Completion Period and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay." Based on Gemstone's comparison of the Schedule and the progress of the work on the site, there is reasonable evidence that the Work will not be completed on Buildings 2, 3, 7, 8, and 9 within the Completion Period for such buildings and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay. Pursuant to the make-up schedule delivered by APCO to Gemstone, each of the following buildings will be delivered late by the number of days set forth next to such building:

Building Number	Days Behind
Building 2	64
Building 3	62
Building 7	170
Building 8	60
Building 9	58
Total:	**414**

Pursuant to Section 4.03(b) of the Agreement, the liquidated damages per day per building are equal to $15,000. Consequently, pursuant to the make-up schedule provided by APCO to Gemstone, APCO will owe $6,240,000 in liquidated damages. Assuming for the sake of analysis that 200 of the above delay days are excluded to arbitrarily take into consideration the potential for delays that were caused by design issues that actually affected the critical path, we would still have 214 delay days and the corresponding liquidated damages would be $3,210,000.

3. Pursuant to Section 5.05(d)(ix) of the Agreement, Gemstone may refuse to approve all or a portion of any Application for Payment based on APCO's "failure to obtain and deliver a Certificate for Payment." Pursuant to Section 5.05(f)(vii)(A) of the Agreement, a Progress Payment shall be reduced by any amounts "for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the AIA General Conditions", and such conditions set forth that the architect can refuse to execute a Certificate of Payment if (a) the remaining work can't be completed for the remaining contract amount or (b) the work will not be completed punctually and the balance of the contract amount will not be enough to cover the liquidated damages. For the reasons set forth in Sections A(1) and (2) of this notice, based on the criteria set forth in Sections A(3)(a) and (b) of this notice and my

conversations with the Architect, APCO will not be able to obtain and deliver a Certificate of Payment from the Architect.

B. Applicable Code, Law, or Regulation

1. Pursuant to NRS 624.301(3), a general contractor may be disciplined for a failure "in a material respect on the part of a licensee to complete any construction project or operation for the price stated in the contract for the project or operation or any modification of the contract. As set forth above, APCO is in breach of this provision.

2. Pursuant to NRS 624.301(4), a general contractor may be disciplined for a "willful failure or refusal without legal excuse on the part of a licensee as a contractor to prosecute a construction project or operation with reasonable diligence, thereby causing material injury to another." As set forth above, APCO is in breach of this provision.

3. Pursuant to NRS 624.301(5), a general contractor may be disciplined for a "willful failure or refusal without legal excuse on the part of a licensee to comply with the terms of a construction contract or written warranty, thereby causing material injury to another." As set forth above, APCO is in breach of this provision.

4. Pursuant to NRS 624.3011, a general contractor may be disciplined for a "willful and prejudicial departure from or disregard of plans or specification in any material respect without the consent of the owner or his authorized representative and the person entitled to have the particular construction project or operation completed in accordance with the plans and specifications." The podium issues that have caused most of the delays on Buildings 8 and 9 stem from APCO's unilateral decision not to include the required stud rails prior to the podium concrete pour.

5. Pursuant to NRS 624.3017, the following acts are "unfair business practices and constitute cause for disciplinary action under NRS 624.300: 1. Workmanship which is not commensurate with standards of the trade in general or which is below the standards in the building or construction codes adopted by the city or county in which the work is performed ..." The podium issues that have caused most of the delays on Buildings 8 and 9 stem from APCO's unilateral decision not to include the required stud rails prior to the podium concrete pour. Furthermore, APCO's failure to manage the job pursuant to the Schedule and consistent failure to deliver an acceptable Recovery Plan also constitute a breach of the above provision.

C. Non-Relevance of Unapproved Change Orders

Any claims by APCO that the Contract Sum and the Schedule should be adjusted to incorporate any disputed Change Orders are without merit. To the extent that APCO has submitted Change Orders that have been rejected by

Gemstone, a Claim now exists or will soon exist between the parties, and such Claim shall be resolved pursuant to Article XI of the Agreement. However, notwithstanding such Claim, Section 9.01(a) of the Agreement expressly provides the following:

> A "Change Order" is a written order signed by Developer and General Contractor, authorizing a change in the Work and/or adjustment in the scope of the Project, the Contract Sum, or any Completion Period. Neither the Contract Sum nor any Completion Period can be changed without a validly executed Change Order.

Consequently, despite the disputed Change Orders that have been submitted by APCO, there will be no adjustment to the Contract Sum or any Completion Period until both APCO and Gemstone execute a given Change Order. Furthermore, NRS 624.610(d)(2), Gemstone has given written notice to APCO that the disputed Change Orders are not reasonable and must be resolved via the Agreement's dispute resolution procedures.

As a result, the cost overruns and liquidated damages set forth in Sections A(1) and (2) of this notice will not be adjusted to include any Change Orders until such time as such Change Orders are approved by Gemstone, if ever, or the underlying Claims are resolved via the Agreement's dispute resolution procedures. In short, Gemstone has the right to withhold the Withheld Amount from the May Progress Payment without regard to the disputed Change Orders.

Please feel free to contact me with any questions.

Sincerely,

Gemstone Development West, Inc.

Alexander Edelstein
Chief Executive Officer

EXHIBIT D

EXHIBIT D

EXHIBIT D

July 8, 2008

VIA FACSIMILE AND CERTIFIED MAIL

Alexander Edelstein
Chief Executive Officer
Gemstone Development West, Inc.
9121 W. Russell Road, Suite 117
Las Vegas, Nevada 89148

Re: NRS Section 624 Notice

Dear Mr. Edelstein:

Your missive of July 2, 2008 directed to Randy Nickerl has been forwarded to my office for review and disposition.

As I am sure you anticipated, APCO Construction takes issue with each and every allegation contained in the referenced correspondence upon which you have based your disingenuous arguments to justify the withholding of monies from the May Application for Payment.

Before addressing your allegations we remind you that the standard you must establish is one of "reasonable evidence" in order to justify your withholding of payments pursuant to Section 5.05 of the Agreement. It is well settled in the State of Nevada that such a standard may not be proven by way of conjecture or speculation but must in fact be substantiated by demonstrable facts and evidence. This is a standard you have repeatedly failed to meet in your Notice.

With that in mind we refute your Notice as follows:

A. Reference to the Agreement

While you may have correctly cited your perceived contractual authority to withhold monies from the May Application for Payment, your analysis in reaching that perceived authority is woefully misguided and unsupportable by the evidence available to both Gemstone and APCO Construction.

You have gone to great lengths in your attempts to establish that the work cannot be completed for the unpaid balance of the Contract Sum pursuant to Section 5.05(d)(v) of the

Phone: 702.734.0198 • Fax: 702.734.0336
3432 N 5th Street • North Las Vegas, NV 89032
www.apcoconstruction.com
LIC#: 14563

Agreement. However, to meet that objective you have elected to unilaterally ignore the "potential change orders" as noted in footnote 1 of your Notice. Unfortunately, by statute, these are not "potential" change orders but are in fact statutorily approved change orders.

NRS 624.610(1)(d) and (3)(a-d) is very specific as to the remedies available to a contractor for a owner's intentional delay in timely approving or objecting to submitted change orders. In case you are not familiar with the provisions of that statute, it states in pertinent part:

1. If: (d) Within 30 days after the date that a written request for a change order is submitted by the prime contractor to the owner, the owner fails to:
1: Issue the Change order:

3. If an owner fails to issue a change order or give written notice to the prime contractor pursuant to the provisions of paragraph (d) of subsection 1:
(a) The agreement price must be increased by the amount sought in the request for a change order;
(b) The time for the performance must be extended by the amount sought in the request for a change order;
(c) The prime contractor may submit to the owner a bill or invoice for the labor, materials, equipment or services that are the subject of the request for a change order, and;
(d) The owner shall pay the prime contractor for such labor, materials, equipment or services with the next payment made to the prime contractor.

We are in the process of calculating those change orders to which NRS 624.610 applies and will provide our written demand for payment under separate cover, however, our initial review indicates they total approximately $4,531,185.00.

We will also be submitting under separate cover our demand for an adjustment to the Completion Period pursuant to NRS 624.610(3)(b).

These amounts will be submitted with the July Application for Payment and we will expect payment on them in strict compliance with the statute.

As to your contention that you are entitled to withhold payment if "reasonable evidence" exists that the work will not be completed within a Completion Period pursuant to Section 5.05(d)(vii) of the Agreement, we find the calculations utilized by you to arrive at the purported delay days to be not only amusing, but also in bad faith based upon specific documentation provided to you by the PCI Group on or about June 23, 2008 specifically detailing the potential delays on each of the buildings. Those reports specifically show that Building 3 is 29 days behind schedule, Building 2 is 30 days behind schedule, Building 8 is 23 days behind schedule and Building 9 is 23 days behind schedule. These anticipated delays do not factor in any prior, current and future owner caused delays, which we anticipate being significant, delays related to slow submittal and RFI reviews, and delays associated with

issuance of the building permit after contract issuance, all of which will not be attributable to APCO Construction. Likewise, the current anticipated delay on Building 7 is planned at 71 days per the PCI Group report. As was previously conveyed to you by way of correspondence dated December 12, 2007, the majority of the delays related to Building 7 will be associated to owner/design delays not attributable to APCO Construction.

Implied in every contract is the covenant of good faith and fair dealing among the parties. Given this contractual obligation, we question your underlying motive in utilizing such over inflated and clearly erroneous figures in your delay calculations when documentation to the contrary was readily available to you. We will expect a written response from you detailing your explanation for your breach of this covenant.

In short, your allegations that APCO Construction is in breach of Section 5.05(d) (v) and 5.05(d) (vii) are without merit, are legally and fundamentally unfounded, unsupportable based on the evidence as it exists today and as detailed in this communication and were brought in bad faith and as a means of unduly hindering APCO Construction's attempts to fulfill its contractual obligations.

B. Applicable Code, Law or Regulation

To further substantiate your tepid arguments justifying the improper withholding of monies from the May Application for Payment, you unilaterally appoint yourself as trier of fact for alleged violations of NRS 624.301. Contrary to your assertions, APCO Construction is not, nor has it ever been found to be in violation of any of the provisions of NRS 624.301 for this project, nor is it aware of any disciplinary proceedings pending against it which have been brought by the Owner or any subcontractor. You may not simply "allege" unsupportable violations of the statute to meet the "reasonable evidence" standard required by Section 5.05 of the Agreement. While your argument may look impressive on paper, it is legally unfounded and dismissed in its entirety.

We consider Gemstone's arguments that APCO Construction is in breach of applicable codes, laws or regulations to be without merit, that they are legally and fundamentally unfounded, unsupportable based on the evidence as it exists today and as detailed in this communication and were brought in bad faith and as a means of unduly hindering APCO Construction's attempts to fulfill its contractual obligations.

You have failed to meet your burden of establishing through "reasonable evidence" that APCO Construction will not complete the Work for the unpaid balance of the Contract Sum or that the Work will not be completed within the Completion Period. Quite the contrary has been demonstrated. Gemstone is now obligated by statute for change orders totaling nearly five million dollars which will allow APCO to complete the work for the unpaid balance of the Contract Sum. Additionally, and as a result of the time for performance being extended by the referenced change orders, the Work will be completed within the Completion Period, and if not, the unpaid balance on the Agreement will be more than adequate to satisfy any actual or liquidated damages for the delay.

Based on the foregoing, you are herein admonished that any willful withholding of monies from the May Application for Payment will be considered a material breach of the Agreement and will allow APCO Construction to avail itself of the remedies enumerated in NRS 624.610 (1)(a). Additionally, Gemstone's failure to pay the amount certified on the May Application for Payment within the time established by the Agreement will result in APCO Construction invoking the provisions of Section 9.7.1 of the General Conditions.

Further, APCO Construction has previously requested from Gemstone documentation evidencing the financial arrangements to fulfill its contractual obligations. While, under protest, you did provide a general letter verifying the existence of certain credit facilities, APCO Construction now has serious and justifiable concerns over the existence of adequate financing being available to Gemstone to complete Phase I of this project, especially in light of the mandated change orders. As such, and pursuant to Section 2.2.1 of the General Conditions, APCO Construction is requesting that Gemstone provide to APCO Construction, ***within 7 days of the date of this letter***, written evidence from its financial institution that it has in place sufficient financing to complete the Phase I GMP of $78,939,160, plus an additional amount in the sum of $5,000,000 to cover the change orders defined herein that Gemstone is now obligated for by statute. We consider the time limit for compliance with this request to be reasonable given the circumstances. APCO Construction's continued performance under the terms of the Agreement will be suspended after the expiration of the aforementioned time limit if the requested information is not produced as requested and required by the Agreement.

We trust Gemstone will carefully evaluate the current state of their contractual obligations with APCO Construction prior to engaging in any further irrational and unilateral acts which could potentially create a breach condition that may jeopardize the completion of this project as planned.

Should you have any questions, feel free to contact the undersigned.

Cordially,

APCO CONSTRUCTION

James M. Barker, Esq.
Corporate Counsel

Cc: J. Smith
B. Mendenhall
T. Mendenhall
R. Nickerl
J. Pelan

EXHIBIT E

EXHIBIT E

APCO
CONSTRUCTION
3432 N. 5th Street • North Las Vegas, NV 89032
Phone: (702) 734-0198 • Fax: (702)734-0386
E-mail: apcoconstruction.com • NCL: 14563

July 28, 2008

VIA FACSIMILE (702-614-0669)
AND U.S. MAIL

Mr. Alexander Edelstein, CEO
Gemstone Development
9121 W. Russell Road, Suite 117
Las Vegas, Nevada 89148

RE: MANHATTAN WEST MIXED USE DEVELOPMENT
APCO CONSTRUCTION - NOTICE OF INTENT TO TERMINATE CONTRACT
DEADLINE: THURSDAY, AUGUST 14, 2008

Dear: Mr. Edelstein:

As you are aware, on July 17, 2008, APCO provided Gemstone with written notice that unless APCO was paid the full amount of $3,434,396 by close of business on Monday, July 28, 2008, that APCO would stop work on the Project. Gemstone has failed to make full payment and has improperly withheld $203,724.29, despite having no good faith or proper statutory basis for withholding the payment. As a result, APCO is stopping work on the Manhattan West Project effective immediately.

In addition to stopping work on the project, APCO hereby asserts its rights to terminate the contract pursuant to NRS 624.610(2). **THIS LETTER SHALL SERVE AS APCO'S NOTICE OF INTENT TO TERMINATE THE MANHATTAN WEST GENERAL CONSTRUCTION AGREEMENT FOR GMP PURSUANT TO NRS 624.606 THROUGH NRS 624.630, INCLUSIVE. PURSUANT TO THE TERMS OF NRS 624.610, THE AGREEMENT SHALL BE TERMINATED AS OF AUGUST 14, 2008.**

Nothing herein shall be construed to limit or waive any other rights, claims or defenses that APCO may have under statutory or common law.

///

Thank you for your attention to this matter.

Sincerely,

APCO CONSTRUCTION

James M. Barker, Esq.
Corporate Counsel

Cc: Peter Smith, Gemstone
Craig Colligan, Gemstone
All Subcontractors

#399043-v1

EXHIBIT F

EXHIBIT F

EXHIBIT F

APCO Construction

3432 N. 5th Street
North Las Vegas, NV 89032
Phone: 734-0198
Fax: 734-0396

TRANSMITTAL
No. 00891

PROJECT: Manhattan West - Condominiums

DATE: 7/18/2008

TO: Gemstone Development LLC
9121 W. Russell Road, #117
Las Vegas, NEVADA 89148

REF:

ATTN: Alex Edelstein

WE ARE SENDING:	SUBMITTED FOR:	ACTION TAKEN:
☐ Shop Drawings	☐ Approval	☐ Approved as Submitted
☐ Letter	☑ Your Use	☐ Approved as Noted
☐ Prints	☐ As Requested	☐ Returned After Loan
☐ Change Order	☐ Review and Comment	☐ Resubmit
☐ Plans		☐ Submit
☐ Samples	SENT VIA:	☐ Returned
☐ Specifications	☑ Attached	☐ Returned for Corrections
☐ Other:	☐ Separate Cover Via:	☐ Due Date:

ITEM	PACKAGE	SUBMITTAL	DRAWING	REV.	ITEM NO.	COPIES	DATE	DESCRIPTION	STATUS
					1	1	7/18/2008	(3) original copies of the June 2008 OPN Manhattan West Pay Application including (1) copy of all backup.	

Remarks:

Signed By: _____ Date: 7/18/08

3:11

CC:

Signed: _____
Randy Nickerl

Expedition ®

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: Manhattan West
9121 W. Russell Rd.
Las Vegas, NV 89148

PROJECT: Manhattan West
Phase 1

OWNER DRAW NO: 8
APPLICATION NO: 9
PERIOD: 6/30/2008
PROJECT 168
CONTRACT DATE: 09/06/07

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐ NCS
☐ Pete Smith

FROM CONTRACTOR: APCO Construction
3432 North 5th Street
N. Las Vegas, NV 89032

VIA ARCHITECT: OZ Architects

CONTRACT FOR: Manhattan West Phase 1

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	$	78,938,160.00
2. Net change by Change Orders	$	4,616,673.61
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	$	83,554,833.61
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	49,883,301.81
5. RETAINAGE		
a. 10 % of completed work (Buildings)	$	4,496,817.74
b. 5 % of Site Work	$	245,756.27
Total Retainage (line 5a 5b)		4,742,574.01
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	45,140,727.80
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 form prior Certificate)	$	38,574,007.22
8. CURRENT PAYMENT DUE	$	6,566,720.58
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	38,414,106.01

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
TOTAL CHANGES APPROVED IN PREVIOUS MONTHS BY OWNER	148,546.51	-
Total approved this Month	4,468,127.10	-
TOTALS	4,616,673.61	-
NET CHANGES by change order		4,616,673.61

The undersigned contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payments were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR

By: _____ Date: 7/18/08

State of: Nevada
County of: Clark
Subscribed and sworn to before me this 18th day of July, 2008

Notary Public: _____

My Commission expires: 8/16/09

MARY JO ALLEN
Notary Public State of Nevada
No. 01-70568-1
My appt. exp. Aug. 16, 2009

ARCHITECT

By: _____ Date: _____

OWNER

By: _____ Date: _____

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT,
containing Contractor's signed certification, is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on contracts where variable retainage for line items may apply.

Schedule of Values Phase 1 Manhattan West

Owner Loan No.: 8
Billing Number: 8
Period: 6/30/2026

A	A.2	B	C	D	E	F	G	H	I	J	K	L
				WORK COMPLETED		MATERIALS STORED						
ITEM NO.	CSI CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATIONS	THIS PERIOD	THIS PERIOD	CURRENT TOTAL STORED	TOTAL COMPLETED AND STORED	PERCENTAGE COMPLETE	BALANCE TO FINISH	CURRENT RETENTION WITHHELD	TOTAL RETENTION WITHHELD
GRADING												
1	2200	Mobilization	45,000.00	45,000.00	-	-	-	45,000.00	100%	-	-	2,250.00
2	2200	Site Preparation and Mass Excavation	2,559,000.00	2,559,000.00	-	-	-	2,559,000.00	100%	-	-	127,950.00
3	2510	Site Water	947,000.00	921,520.00	15,600.00	-	-	936,720.00	99%	10,280.00	780.00	31,436.00
4	2520	Site Storm Sewer	511,000.00	502,750.00	-	-	-	502,750.00	98%	10,320.00	-	25,938.00
5	2530	Site Sanitary Sewer	615,000.00	590,400.00	-	-	85,350.00	590,400.00	96%	24,600.00	-	29,520.00
6	2200	Insurance	150,700.00	150,700.00	-	-	-	150,700.00	100%	-	-	7,535.00
OFF & ON-SITE IMPROVEMENTS												
7	2740	Offsites Rosslyn Road Asphalt Paving	223,750.00	-	-	-	-	-	0%	223,750.00	-	-
8	2720	Offsites Curb & Gutter Repair	77,000.00	-	-	-	-	-	0%	77,000.00	-	-
9	2775	Offsites Sidewalks Repair	18,000.00	-	-	-	-	-	0%	18,000.00	-	-
10	2740	Asphalt Paving Phase 1	299,500.00	35,427.50	-	-	-	35,427.50	12%	264,072.50	-	3,542.75
11	2720	Curb and Gutter Phase 1	110,000.00	-	-	-	-	-	0%	110,000.00	-	-
12	2775	Sidewalks Phase 1 Budget	220,000.00	-	-	-	-	-	0%	220,000.00	-	-
13	2780	Site Pavers Phase 1 (Budget)	255,000.00	-	-	-	-	-	0%	255,000.00	-	-
14	2670	Site Furnishings Phase 1 (Budget)	100,000.00	-	-	-	-	-	0%	100,000.00	-	-
15	16050	Power	460,000.00	-	-	-	-	-	0%	460,000.00	-	-
16	16050	Electrical Engineering	6,200.00	-	-	-	-	-	0%	6,200.00	-	-
17	16050	Electrical Mobilization	-	-	-	-	-	-	0%	-	-	-
18	16050	Electrical Office Trailer/Admin	3,800.00	-	-	-	-	-	0%	3,800.00	-	-
19	16050	Electrical Prel Engineer, CAD, Prel Assist	3,000.00	-	-	-	-	-	0%	3,000.00	-	-
20	16050	Electrical Permits	2,800.00	-	-	-	-	-	0%	2,800.00	-	-
21	16050	Electrical Subcontract	400.00	400.00	-	-	-	400.00	100%	-	-	20.00
22	16050	Electrical Supervision/Coordination	4,800.00	-	-	-	-	-	0%	4,800.00	-	-
23	16050	Pumkin Landmark Lighting	197,000.00	-	-	-	-	-	0%	197,000.00	-	-
24	16050	Pumkin Greenway Lighting	40,000.00	-	-	-	-	-	0%	40,000.00	-	-
25	16050	Pumkin Spare Lighting	6,000.00	-	-	-	-	-	0%	6,000.00	-	-
26	16050	Pumkin Pavilion Lit Pole Lighting	32,000.00	-	-	-	-	-	0%	32,000.00	-	-
27	1000	ASCC Construction Contractor Fee	146,923.06	3,833.82	-	-	-	3,833.82	3%	143,089.24	-	383.34
BUILDING #1												
28	2900	Landscaping	50,000.00	-	-	-	-	-	0%	50,000.00	-	-
29	3100	Reinforcing Steel Labor	340,000.00	300,877.50	28,122.50	-	-	329,000.00	97%	10,000.00	2,812.25	32,900.00
30	3100	Reinforcing Steel Material	505,812.50	505,812.50	-	-	-	505,813.00	100%	-	-	50,581.25
31	3300	Concrete Excavate Footings	348,500.00	348,500.00	-	-	-	348,500.00	100%	-	-	34,850.00
32	3300	Concrete Place Footings	200,000.00	200,000.00	-	-	-	200,000.00	100%	-	-	20,000.00
33	3300	Concrete Form and Place Lower Walls	300,000.00	300,000.00	-	-	-	300,000.00	100%	-	-	30,000.00
34	3300	Concrete Form and Place Lower Columns	65,000.00	65,000.00	-	-	-	65,000.00	100%	-	-	6,500.00
35	3300	Excavate Ramp and Place Slab on Grade	130,000.00	130,000.00	-	-	-	130,000.00	100%	-	-	13,000.00
36	3300	Concrete Form and Place Mid Deck	450,000.00	450,000.00	-	-	-	450,000.00	100%	-	-	45,000.00
37	3300	Concrete Form and Place Mid Walls	300,000.00	300,000.00	-	-	-	300,000.00	100%	-	-	30,000.00
38	3300	Concrete Form and Place Mid Columns	65,000.00	65,000.00	-	-	-	65,000.00	100%	-	-	6,500.00
39	3300	Concrete Form and Place Upper Deck	475,900.00	475,150.00	-	-	-	475,150.00	100%	750.00	-	47,515.00
40	3530	Precast Concrete (Budget) 1st Floor	75,000.00	-	-	6,350.00	6,350.00	6,350.00	8%	68,650.00	635.00	635.00
41	3530	Precast Concrete (Budget) 2nd Floor	25,000.00	-	-	6,350.00	6,350.00	6,350.00	25%	18,650.00	635.00	635.00
42	3530	Precast Concrete (Budget) 3rd Floor	75,000.00	-	-	6,350.00	6,350.00	6,350.00	8%	68,650.00	635.00	635.00
43	3530	Precast Concrete (Budget) 4th Floor	25,000.00	-	-	6,350.00	6,350.00	6,350.00	25%	18,650.00	635.00	635.00
44	4100	Masonry CMU	32,100.00	-	28,890.00	-	-	28,890.00	90%	3,210.00	2,889.00	2,889.00
45	4200	Masonry Thin Brick Veneer	151,200.00	-	-	-	-	-	0%	151,200.00	-	-

JA000263

46	6415	Granite (Stones)	15,000.00	-	-	-	-	-	-	0%	15,000.00	-	-
47	6100	Steel	2,165,000.00	1,815,592.10	200,396.00	49,500.00	49,500.00	1,953,492.00	97%	295,431.10	39,226.02	139,316.03	
48	6205	Finish Carpentry (Rubens)	35,000.00	-	-	-	-	-	0%	35,000.00	-	-	
49	7415	Waterproofing	34,200.00	34,200.00	-	-	-	34,200.00	100%	-	-	3,420.00	
50	7210	Insulation	97,350.00	-	-	-	-	-	0%	97,350.00	-	-	
51	7705	Roofing	169,500.00	-	-	-	-	-	0%	169,500.00	-	-	
52	7140	Waterproofing	174,460.00	118,651.93	-	-	-	118,651.93	68%	26,459.07	-	11,865.19	
53	7210	Stucco	331,100.00	-	-	-	-	-	0%	331,100.00	-	-	
54	8000	Windows	215,678.00	245,000.00	29,500.00	-	-	266,500.00	97%	7,178.00	2,550.00	26,645.00	
55	8500	Storefront Doors	91,500.00	56,450.00	16,215.00	-	-	72,665.00	79%	18,835.00	3,851.50	7,266.50	
56	8200	Doors and Frames	302,000.00	180,000.00	40,000.00	-	-	220,000.00	88%	32,000.00	6,400.00	30,200.00	
57	8500	Flooring	200,000.00	-	-	-	-	-	0%	200,000.00	-	-	
58	9500	Painting	85,000.00	-	-	-	-	-	0%	85,000.00	-	-	
59	14000	Elevators	206,500.00	78,000.00	-	108,438.00	291,876.00	183,396.00	80%	129,104.00	19,843.80	18,343.80	
60	1500	Mechanical Mobilization	3,750.00	3,750.00	-	-	-	3,750.00	100%	-	-	375.00	
61	1210	Mechanical Submittals	337.50	205.00	-	-	-	205.00	61%	132.50	-	20.50	
62	1210	Mechanical General Conditions	532.19	351.84	-	-	-	351.84	66%	172.35	-	35.19	
63	1700	Mechanical Close-out Documents	350.00	-	-	-	-	-	0%	350.00	-	-	
64	15000	HVAC Permit	1,200.00	1,200.00	-	-	-	1,200.00	100%	-	-	120.00	
65	15000	HVAC Pre-Start-Up Set Plans	37,380.00	-	18,724.00	-	-	18,724.00	50%	18,726.00	1,872.40	1,872.40	
66	15010	HVAC Equipment - RTU Rubens	29,950.00	-	-	-	-	-	0%	29,950.00	-	-	
67	15010	HVAC Fourth Floor	29,950.00	-	-	-	-	-	0%	29,950.00	-	-	
68	15010	HVAC Set Equipment	29,950.00	-	-	-	-	-	0%	29,950.00	-	-	
69	15010	HVAC Set Tiles	7,488.50	-	-	-	-	-	0%	7,488.50	-	-	
70	15010	HVAC FSD + BD Testing	7,488.50	-	-	-	-	-	0%	7,488.50	-	-	
71	15010	HVAC Start-Up	7,488.50	-	-	-	-	-	0%	7,488.50	-	-	
72	15015	Plumbing Permit	2,870.00	2,581.00	-	-	-	2,581.00	90%	28.70	-	286.10	
73	15010	Plumbing Excavation and Backfill	45,500.00	39,300.00	-	-	-	45,500.00	86%	389.60	-	4,550.40	
74	15010	Plumbing UG Sanitary Piping	24,650.00	24,601.50	-	-	-	24,601.50	99%	248.50	-	2,464.15	
75	15010	Plumbing UG Storm Piping	33,311.00	33,277.89	-	-	-	33,277.89	99%	333.11	-	3,330.79	
76	15010	Plumbing Pre-Cast Structure	29,979.00	29,979.23	-	-	-	29,979.23	99%	299.77	-	2,997.93	
77	15010	Plumbing Building Water Service	3,215.00	3,182.85	-	-	-	3,182.85	99%	32.15	-	318.29	
78	15010	Plumbing Sleeves and Inserts	7,650.00	7,583.40	-	-	-	7,583.40	99%	76.60	-	758.34	
79	15010	Plumbing A/G Waste & Vent	54,228.86	36,711.00	8,462.00	-	-	53,173.00	65%	18,807.86	846.20	5,317.30	
80	15010	Plumbing Sleeve / Cleanout	34,997.00	34,835.65	-	-	-	34,835.65	99%	1,291.35	-	3,483.57	
81	15010	Plumbing A/G Storm Piping	55,689.00	37,384.80	4,365.60	-	-	41,750.40	75%	13,997.40	436.56	4,175.04	
82	15010	Plumbing A/G Domestic Water	78,756.00	51,208.80	-	-	-	51,208.80	65%	27,499.16	-	5,120.88	
83	15010	Plumbing Testing	3,164.00	979.65	-	-	-	979.65	31%	2,184.35	-	97.97	
84	15010	Plumbing Fixtures	44,532.00	-	-	-	-	-	0%	44,532.00	-	-	
85	15010	Plumbing Equipment	39,163.00	3,006.50	-	-	784.00	3,790.50	10%	32,169.26	-	346.06	
86	15010	Plumbing Insulation - Finishes - Fire Protection	466,500.00	49,000.00	158,574.00	49,404.65	49,404.65	284,329.00	61%	202,170.32	20,490.95	28,432.97	
87	15500	Electrical Engineering	15,600.00	-	-	-	-	-	0%	15,600.00	-	-	
88	15000	Electrical Mobilization	-	-	-	-	-	-	0%	-	-	-	
89	15000	Electrical Office Trailer/Admin	15,450.00	8,139.00	-	-	-	8,139.00	53%	6,961.00	-	813.90	
90	15000	Electrical Prod Engineer, CAD, Proj Assistant	9,026.50	5,016.75	-	-	-	5,016.75	56%	3,921.35	-	501.68	
91	15000	Electrical Permits	7,500.00	4,375.00	-	-	-	4,375.00	58%	3,125.00	-	437.50	
92	15000	Electrical Submittals	1,206.50	1,206.00	-	-	-	1,206.00	100%	-	-	120.60	
93	15000	Electrical Supervision/Planning/Coordination	11,450.00	7,850.00	-	-	-	7,850.00	69%	3,750.00	-	785.00	
94	15000	Electrical Light Fixture Packages	59,806.00	53,250.00	-	-	-	53,250.00	89%	6,556.00	-	5,325.00	
95	15000	Electrical Distribution Packages	36,450.00	30,950.00	-	-	-	30,950.00	85%	5,500.00	-	3,095.00	
96	15000	Low Voltage Systems (FA, CCTV, SA, etc.)	80,500.00	70,500.00	-	-	-	70,500.00	88%	10,000.00	-	7,050.00	
97	15000	Electrical Slab Subbasal Garage UG and Deck	299,000.00	190,000.00	-	-	-	190,000.00	64%	19,000.00	-	19,000.00	
98	15000	Electrical 1st Subbasal Garage UG and Deck	259,500.00	242,500.00	-	-	-	242,500.00	93%	12,000.00	-	24,250.00	
99	15000	Electrical 1st Floor Rough and Trim	25,000.00	17,500.00	-	-	-	17,500.00	70%	7,500.00	-	1,750.00	
100	15000	Electrical 2nd Floor Rough and Trim	25,000.00	17,500.00	-	-	-	17,500.00	70%	7,500.00	-	1,750.00	
101	15000	Electrical 3rd Floor Rough and Trim	25,000.00	17,500.00	-	-	-	17,500.00	70%	7,500.00	-	1,750.00	
102	15000	Electrical 4th Floor Rough and Trim	25,000.00	-	-	-	-	-	0%	25,000.00	-	-	
103	15000	Electrical Roof Prep	2,500.00	-	-	-	-	-	0%	2,500.00	-	-	
104	1000	APCO Construction Contingency Key	736,413.00	466,316.49	52,834.63	-	-	581,394.05	85%	208,692.34	2,665.86	51,734.40	

JA000264

105	3503	Landscaping	30,000.00	-	-	-	-	-	0%	30,000.00	-	$	-
106	5100	Reinforcing Steel Labor	364,556.00	345,213.00	327,159.00	-	-	349,332.50	96%	15,667.00	167,119.00	$	33,332.50
107	5105	Reinforcing Steel (Material)	506,613.00	506,613.00	-	-	-	506,613.00	100%	-	-	$	25,331.00
108	3305	Concrete Elevator Footings	248,000.00	248,000.00	-	-	-	248,000.00	100%	-	-	$	24,800.00
109	3305	Concrete Pilaster Footings	200,000.00	200,000.00	-	-	-	200,000.00	100%	-	-	$	20,000.00
110	3305	Concrete Form and Place Lower Walls	300,000.00	300,000.00	-	-	-	300,000.00	100%	-	-	$	30,000.00
111	3305	Concrete Form and Place Lower Columns	85,000.00	85,000.00	-	-	-	85,000.00	100%	-	-	$	8,500.00
112	3305	Concrete Place and Finish Slab on Grade	150,000.00	150,000.00	-	-	-	150,000.00	100%	25,000.00	-	$	15,000.00
113	3305	Concrete Form and Place Mid Risers	450,000.00	450,000.00	-	-	-	450,000.00	100%	-	-	$	45,000.00
114	3305	Concrete Form and Place Mid Walls	200,000.00	200,000.00	-	-	-	200,000.00	100%	-	-	$	20,000.00
115	3305	Concrete Form and Place Mid Columns	85,000.00	85,000.00	-	-	-	85,000.00	100%	-	-	$	8,500.00
116	3305	Concrete Form and Place Upper Decks	805,000.00	549,150.00	32,843.00	-	-	574,734.00	96%	28,116.00	3,659.40	$	57,473.40
117	3450	Precast Concrete (Budget) 1st Floor	25,000.00	-	-	6,250.00	6,250.00	6,250.00	25%	18,750.00	625.00	$	625.00
118	3450	Precast Concrete (Budget) 2nd Floor	25,000.00	-	-	6,250.00	6,250.00	6,250.00	25%	18,750.00	625.00	$	625.00
119	3450	Precast Concrete (Budget) 3rd Floor	25,000.00	-	-	6,250.00	6,250.00	6,250.00	25%	18,750.00	625.00	$	625.00
120	3450	Precast Concrete (Budget) 4th Floor	25,000.00	-	-	6,250.00	6,250.00	6,250.00	25%	18,750.00	625.00	$	625.00
121	4100	Masonry (CMU)	28,100.00	-	18,000.00	-	-	18,000.00	64%	10,000.00	1,800.00	$	1,800.00
122	4100	Masonry Thin Brick Veneer	151,700.00	-	-	-	-	-	0%	151,700.00	-	$	-
123	5419	Granite (Budget)	18,000.00	-	-	-	-	-	0%	18,000.00	-	$	-
124	5100	Steel	2,122,668.00	1,693,997.55	278,670.00	49,600.00	160,393.60	1,685,661.15	79%	284,192.27	82,500.00	$	168,566.12
125	6000	Rough Carpentry (Budget)	26,000.00	-	-	-	-	-	0%	26,000.00	-	$	-
126	7419	Fireproofing	38,000.00	-	24,000.00	-	-	24,000.00	100%	-	3,000.00	$	2,400.00
127	7500	Insulation	87,200.00	-	-	-	-	-	0%	87,200.00	-	$	-
128	7500	Roofing	184,000.00	-	-	-	-	-	0%	184,000.00	-	$	-
129	7100	Waterproofing	174,450.00	83,313.30	-	-	-	83,313.30	48%	111,332.70	-	$	8,331.33
130	7900	Caulk	331,100.00	-	-	-	-	-	0%	331,100.00	-	$	-
131	8500	Windows	366,520.00	246,000.00	-	-	246,000.00	738,000.00	92%	20,000.00	-	$	24,600.00
132	8300	Service Doors	91,000.00	-	-	-	-	-	0%	91,000.00	-	$	-
133	8900	Curtain and Storefront	302,000.00	-	100,000.00	-	-	100,000.00	33%	202,000.00	10,000.00	$	10,000.00
134	8300	Doors	300,000.00	-	-	-	-	-	0%	300,000.00	-	$	-
135	8300	Doors	93,000.00	-	-	-	-	-	0%	93,000.00	-	$	-
136	14200	Elevators	306,600.00	131,491.20	-	103,708.80	172,795.60	224,159.20	73%	72,373.84	10,275.50	$	22,415.92
137	15000	Mechanical Mobilization	3,700.00	3,700.00	-	-	-	3,700.00	100%	-	-	$	370.00
138	15000	Mechanical Submittals	357.00	309.00	-	-	-	309.00	87%	192.00	-	$	30.90
139	15015	Mechanical General Conditions	528.75	953.00	-	-	-	953.04	180%	175.71	-	$	95.13
140	15000	Mechanical Close-out Documents	300.00	-	-	-	-	-	0%	300.00	-	$	-
141	15000	HVAC Permit	1,200.00	1,200.00	-	-	-	1,200.00	100%	-	-	$	120.00
142	15000	HVAC Pre-Rough Line Set Plans	37,450.00	-	-	-	-	-	0%	37,450.00	-	$	-
143	15000	HVAC Equipment - SSR Materials	39,950.00	-	-	-	-	-	0%	39,950.00	-	$	-
144	15000	HVAC Shown Pads	29,950.00	-	-	-	-	-	0%	29,950.00	-	$	-
145	15000	HVAC Set Equipment	29,950.00	-	-	-	-	-	0%	29,950.00	-	$	-
146	15000	HVAC Set Tops	7,490.00	-	-	-	-	-	0%	7,490.00	-	$	-
147	15000	HVAC FSR - DC Testing	3,850.00	-	-	-	-	-	0%	3,850.00	-	$	-
148	15000	HVAC Start-Up	3,850.00	-	-	-	-	-	0%	3,850.00	-	$	-
149	15010	Plumbing Permit	2,870.00	2,661.50	-	-	-	2,661.50	93%	89.70	-	$	266.15
150	15010	Plumbing Excavation and Backfill	45,000.00	43,609.05	-	-	-	43,609.05	97%	780.63	-	$	4,360.91
151	15010	Plumbing U/G Sanitary Piping	24,650.00	24,291.50	-	-	-	24,601.50	99%	358.50	-	$	2,459.15
152	15010	Plumbing U/G Storm Piping	33,311.00	32,877.05	-	-	-	32,877.05	99%	434.01	-	$	3,287.71
153	15010	Plumbing Pre-Cast Structures	29,975.00	29,691.50	-	-	-	29,691.50	99%	283.50	-	$	2,969.15
154	15010	Plumbing Building Water Service	3,319.00	3,285.65	-	-	-	3,285.65	99%	33.35	-	$	328.56
155	15010	Plumbing Sleeves and Inserts	7,800.00	7,589.40	-	-	-	7,589.40	97%	79.80	-	$	758.94
156	15010	Plumbing A/G Waste & Vent	34,600.00	19,206.60	2,497.00	-	-	21,826.65	63%	12,412.60	630.20	$	2,182.67
157	15010	Plumbing Drains / Cleanouts	26,977.00	21,668.85	-	-	-	21,668.85	80%	5,854.05	-	$	2,166.89
158	15010	Plumbing A/G Storm Water	45,858.00	11,974.30	4,969.50	-	-	16,943.80	37%	28,977.70	468.00	$	1,694.38
159	15010	Plumbing A/G Domestic Water	78,788.00	16,813.60	-	-	-	17,813.60	23%	60,974.40	-	$	1,781.36
160	15010	Plumbing Testing	8,183.00	816.40	-	-	-	816.40	10%	7,367.60	-	$	81.64
161	15010	Plumbing Fixtures	54,575.00	-	-	-	-	-	0%	46,588.00	-	$	-
162	15010	Plumbing Equipment	26,160.00	2,139.20	-	-	670.20	3,139.20	12%	23,020.80	-	$	313.92
163	15010	Plumbing Insulation - Plumbing - Fire Protection	468,500.00	-	73,266.00	24,064.68	24,064.68	97,330.68	21%	365,200.20	9,726.87	$	9,733.07

JA000265

164	16000	Electrical Subcontract	19,500.00	-	-	-	-	-	0%	19,500.00	-	$	-
165	16000	Electrical Mobilization	-	-	-	-	-	-	0%	-	-	$	-
166	16000	Electrical Office Trailer/Shack	14,000.00	2,135.00	-	-	-	2,135.00	22%	11,865.00	-	$	315.00
167	16000	Electrical Plot Engineer, CAD, Blueprint	9,000.00	5,813.75	-	-	-	5,813.75	65%	3,186.25	-	$	501.56
168	16000	Electrical Permits	7,800.00	4,375.00	-	-	-	4,375.00	56%	3,425.00	-	$	431.25
169	16000	Electrical Subcontract	1,200.00	1,200.00	-	-	-	1,200.00	100%	-	-	$	120.00
170	16000	Electrical Supervision/Electrical Coordination	14,450.00	7,850.00	-	-	-	7,850.00	55%	6,600.00	-	$	785.00
171	16000	Electrical Light Fixture Package	25,900.00	16,550.00	-	-	-	16,550.00	64%	9,350.00	-	$	1,655.00
172	16000	Electrical Distribution Package	25,000.00	15,000.00	-	-	-	15,000.00	60%	10,000.00	-	$	1,500.00
173	16000	Low Voltage Systems (CA, Int TV, DA, etc.)	50,000.00	10,000.00	-	-	-	10,000.00	20%	40,000.00	-	$	1,000.00
174	16000	Electrical 2nd Subgrade Garage UG and Deck	300,000.00	264,000.00	-	-	-	165,000.00	55%	35,000.00	-	$	16,500.00
175	16000	Electrical 1st Subgrade Garage UG and Deck	295,000.00	229,200.00	-	-	-	229,200.00	80%	65,800.00	-	$	22,920.00
176	16000	Electrical 1st Floor Rough and Trim	35,000.00	-	-	-	-	-	0%	35,000.00	-	$	-
177	16000	Electrical 2nd Floor Rough and Trim	35,000.00	-	-	-	-	-	0%	35,000.00	-	$	-
178	16000	Electrical 3rd Floor Rough and Trim	35,000.00	-	-	-	-	-	0%	35,000.00	-	$	-
179	16000	Electrical 4th Floor Rough and Trim	35,000.00	-	-	-	-	-	0%	35,000.00	-	$	-
180	16000	Electrical Roof Plan	2,500.00	-	-	-	-	-	0%	2,500.00	-	$	-
181	1000	AP/GC Construction Contractor Fee	735,612.00	396,091.43	69,755.00	-	-	474,788.43	65%	324,668.57	6,973.50	$	47,478.84
182	7900	Landscaping	45,000.00	-	-	-	-	-	0%	45,000.00	-		-
183	3100	Reinforcing Steel Labor	250,000.00	217,500.00	-	-	-	217,500.00	87%	7,700.00	-		21,750.00
184	3100	Reinforcing Steel Material	281,831.80	281,831.80	-	-	-	281,831.80	100%	-	-		28,182.18
185	3200	Concrete Exterior Footings	250,000.00	250,000.00	-	-	-	250,000.00	100%	-	-		25,000.00
186	3200	Concrete Piers Footings	250,000.00	250,000.00	-	-	-	250,000.00	100%	-	-		25,000.00
187	3300	Concrete Form and Place Walls	543,746.80	543,746.80	-	-	-	543,746.80	100%	-	-		54,374.68
188	3300	Concrete Form and Place Columns	120,000.00	120,000.00	-	-	-	120,000.00	100%	-	-		12,000.00
189	3300	Concrete Place Slab on Grade	150,000.00	145,000.00	-	-	-	145,000.00	97%	5,000.00	-		14,500.00
190	3300	Concrete Form and Place Deck	362,477.00	362,477.00	-	-	-	362,477.00	100%	-	-		36,247.70
191	3300	Concrete Place 2nd Floor	46,200.00	45,637.50	-	-	-	45,637.50	99%	462.50	-		4,563.75
192	3300	Concrete Place 3rd Floor	30,000.00	-	28,500.00	-	-	28,500.00	95%	1,500.00	3,000.00		2,850.00
193	3300	Concrete Place 4th Floor	30,000.00	26,000.00	-	-	-	26,000.00	87%	1,500.00	-		2,600.00
194	3300	Concrete Place 5th Floor	30,000.00	28,500.00	-	-	-	28,500.00	95%	1,500.00	-		2,850.00
195	3300	Concrete Place 6th Floor	30,000.00	26,500.00	-	-	-	26,500.00	88%	1,500.00	-		2,650.00
196	3300	Concrete Place 7th Floor	30,000.00	-	28,500.00	-	-	28,500.00	95%	1,500.00	3,000.00		2,850.00
197	3300	Concrete Place 8th Floor	30,000.00	-	26,500.00	-	-	26,500.00	88%	1,500.00	3,000.00		2,650.00
198	3300	Concrete Place 9th floor(Roof)	30,000.00	-	-	-	-	-	0%	30,000.00	-		-
199	3300	Misc(Pool Deck)	45,300.00	31,640.00	9,040.00	-	-	45,680.00	99%	4,620.00	660.00		4,568.00
200	9415	Granite (Revised)	100,000.00	-	-	-	-	-	0%	100,000.00	-		-
201	5100	Steel	5,829,378.00	4,760,431.15	79,168.00	78,720.00	617,969.55	4,910,288.15	85%	779,892.85	14,880.00		491,028.82
202	5100	Miscellaneous Steel	2,991.00	-	-	-	-	-	0%	2,991.00	-		-
203	5500	Pool Carpentry (Revised)	650,000.00	-	-	-	-	-	0%	650,000.00	-		-
204	7210	Waterproofing	191,800.00	115,780.00	20,000.00	-	-	143,780.00	75%	47,900.00	3,360.00		14,378.00
205	7200	Insulation	21,955.00	-	-	-	-	-	0%	21,955.00	-		-
206	7210	Roofing	25,400.00	-	-	-	-	-	0%	25,400.00	-		-
207	7100	Waterproofing	99,845.00	82,172.18	-	-	-	82,172.18	70%	37,220.82	-		8,217.22
208	8300	Glass and Glazing	3,100,000.00	165,600.00	48,000.00	-	-	143,000.00	5%	2,958,000.00	4,800.00		14,360.00
209	4500	Caulk and Grout	1,600,000.00	350,000.00	224,700.00	-	-	574,700.00	36%	1,016,300.00	22,476.00		57,470.00
210	9500	Flooring	450,000.00	-	-	-	-	-	0%	450,000.00	-		-
211	9500	Painting	336,000.00	-	-	-	-	-	0%	336,000.00	-		-
212	11000	Appliances (Revised)	132,000.00	-	-	-	-	-	0%	132,000.00	-		-
213	14200	Elevator	697,203.00	170,101.00	-	-	-	170,101.00	24%	396,902.00	-		17,010.10
214	1500	Mechanical Mobilization	13,000.00	13,000.00	-	-	-	13,000.00	100%	-	-		1,300.00
215	1500	Mechanical Submittals	1,575.00	1,512.57	-	-	-	3,213.57	77%	369.85	-		321.51
216	1210	Mechanical General Conditions	2,450.00	2,316.57	-	-	-	2,316.57	95%	166.66	-		231.66
217	1780	Mechanical Close out Documents	1,400.00	-	-	-	-	-	0%	1,400.00	-		-
		HVAC Work											
218	15010	HVAC Permit	19,395.00	19,493.00	-	-	-	19,493.00	100%	-	-		1,949.30
219	15000	HVAC Pre-Rock Line Set Piping	4,700.00	-	1,880.00	-	-	1,880.00	40%	2,820.00	188.00		188.00
220	15000	HVAC Fan Housings	2,381.80	2,381.80	-	-	-	2,381.80	100%	-	-		238.18
221	15000	HVAC Rough Duct	3,381.80	-	3,049.44	-	-	3,049.44	90%	332.36	182.96		304.94

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220	15020	HVAC Condenser Materials	3,251.60	-	-	-	-	-	0%	3,251.60	-	-
221	15020	HVAC Set Condensers	550.45	-	-	-	-	-	0%	550.45	-	-
224	15020	HVAC Set Trim	946.45	-	-	-	-	-	0%	946.45	-	-
225	15020	HVAC Start-Up	946.45	-	-	-	-	-	0%	946.45	-	-
		7th Floor Mechanical Room										
226	15020	HVAC Pre-Rack Line Set Pipes	14,007.50	-	3,501.88	-	-	3,501.88	25%	10,505.62	350.19	350.19
227	15020	HVAC FAU Materials	11,203.00	11,203.00	-	-	-	11,203.00	100%	-	-	1,120.30
228	15020	HVAC Reach Duct	11,206.00	-	3,964.60	-	-	3,964.60	35%	7,241.40	698.46	698.46
229	15020	HVAC Condenser Materials	11,206.00	-	-	-	-	-	0%	11,206.00	-	-
230	15020	HVAC Set Condensers	2,801.50	-	-	-	-	-	0%	2,801.50	-	-
231	15020	HVAC Set Trim	3,001.50	-	-	-	-	-	0%	2,801.50	-	-
232	15020	HVAC Start-Up	2,801.50	-	-	-	-	-	0%	2,801.50	-	-
		8th Floor Mechanical Room										
233	15020	HVAC Pre-Rack Line Set Pipes	14,007.50	-	3,501.88	-	-	3,501.88	25%	10,505.62	350.19	350.19
234	15020	HVAC FAU Materials	11,203.00	11,203.00	-	-	-	11,203.00	100%	-	-	1,120.30
235	15020	HVAC Reach Duct	11,206.00	-	4,482.40	-	-	4,482.40	40%	6,723.60	546.24	546.24
236	15020	HVAC Condenser Materials	11,206.00	-	-	-	-	-	0%	11,206.00	-	-
237	15020	HVAC Set Condensers	2,801.50	-	-	-	-	-	0%	2,801.50	-	-
238	15020	HVAC Set Trim	2,801.50	-	-	-	-	-	0%	2,801.50	-	-
239	15020	HVAC Start-Up	2,801.50	-	-	-	-	-	0%	2,801.50	-	-
		9th Floor Mechanical Room										
240	15020	HVAC Pre-Rack Line Set Pipes	14,007.50	-	3,501.88	-	-	3,501.88	25%	10,505.62	350.19	350.19
241	15020	HVAC FAU Materials	11,203.00	11,203.00	-	-	-	11,203.00	100%	-	-	1,120.30
242	15020	HVAC Reach Duct	11,206.00	-	-	-	-	-	0%	11,206.00	-	-
243	15020	HVAC Condenser Materials	11,206.00	-	-	-	-	-	0%	11,206.00	-	-
244	15020	HVAC Set Condensers	2,801.50	-	-	-	-	-	0%	2,801.50	-	-
245	15020	HVAC Set Trim	2,801.50	-	-	-	-	-	0%	2,801.50	-	-
246	15020	HVAC Start-Up	2,801.50	-	-	-	-	-	0%	2,801.50	-	-
		10th Floor Mechanical Room										
247	15020	HVAC Pre-Rack Line Set Pipes	14,007.50	-	3,501.88	-	-	3,501.88	25%	10,505.62	350.19	350.19
248	15020	HVAC FAU Materials	11,203.00	11,203.00	-	-	-	11,203.00	100%	-	-	1,120.30
249	15020	HVAC Reach Duct	11,206.00	-	-	-	-	-	0%	11,206.00	-	-
250	15020	HVAC Condenser Materials	11,206.00	-	-	-	-	-	0%	11,206.00	-	-
251	15020	HVAC Set Condensers	2,801.50	-	-	-	-	-	0%	2,801.50	-	-
252	15020	HVAC Set Trim	2,801.50	-	-	-	-	-	0%	2,801.50	-	-
253	15020	HVAC Start-Up	2,801.50	-	-	-	-	-	0%	2,801.50	-	-
		11th Floor Mechanical Room										
254	15020	HVAC Pre-Rack Line Set Pipes	14,007.50	-	3,501.88	-	-	3,501.88	25%	10,505.62	350.19	350.19
255	15020	HVAC FAU Materials	11,203.00	11,203.00	-	-	-	11,203.00	100%	-	-	1,120.30
256	15020	HVAC Reach Duct	11,206.00	-	-	-	-	-	0%	11,206.00	-	-
257	15020	HVAC Condenser Materials	11,206.00	-	-	-	-	-	0%	11,206.00	-	-
258	15020	HVAC Set Condensers	2,801.50	-	-	-	-	-	0%	2,801.50	-	-
259	15020	HVAC Set Trim	2,801.50	-	-	-	-	-	0%	2,801.50	-	-
260	15020	HVAC Start-Up	2,801.50	-	-	-	-	-	0%	2,801.50	-	-
		12th Floor Mechanical Room										
261	15020	HVAC Pre-Rack Line Set Pipes	14,007.50	-	3,501.88	-	-	3,501.88	25%	10,505.62	350.19	350.19
262	15020	HVAC FAU Materials	11,203.00	11,203.00	-	-	-	11,203.00	100%	-	-	1,120.30
263	15020	HVAC Reach Duct	11,206.00	-	-	-	-	-	0%	11,206.00	-	-
264	15020	HVAC Condenser Materials	11,206.00	-	-	-	-	-	0%	11,206.00	-	-
265	15020	HVAC Set Condensers	2,801.50	-	-	-	-	-	0%	2,801.50	-	-
266	15020	HVAC Set Trim	2,801.50	-	-	-	-	-	0%	2,801.50	-	-
267	15020	HVAC Start-Up	2,801.50	-	-	-	-	-	0%	2,801.50	-	-
		13th Floor Mechanical Room										
268	15020	HVAC Pre-Rack Line Set Pipes	14,007.50	-	3,501.88	-	-	3,501.88	25%	10,505.62	350.19	350.19
269	15020	HVAC FAU Materials	11,203.00	11,203.00	-	-	-	11,203.00	100%	-	-	1,120.30
270	15020	HVAC Reach Duct	11,206.00	-	-	-	-	-	0%	11,206.00	-	-
271	15020	HVAC Condenser Materials	11,206.00	-	-	-	-	-	0%	11,206.00	-	-
272	15020	HVAC Set Condensers	2,801.50	-	-	-	-	-	0%	2,801.50	-	-
273	15020	HVAC Set Trim	2,801.50	-	-	-	-	-	0%	2,801.50	-	-
274	15020	HVAC Start-Up	2,801.50	-	-	-	-	-	0%	2,801.50	-	-

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275	15020	HVAC Pre-Fabricate Std Piping	3,293.25	-	1,098.66	-	-	1,098.66	33%	2,194.59	109.86	109.86
276	15020	HVAC FAU Materials	3,381.80	3,381.80	-	-	-	3,381.80	100%	-	-	338.18
277	15020	HVAC Rough Duct	3,381.80	-	-	-	-	-	0%	3,381.80	-	-
278	15020	HVAC Condenser Materials	3,381.80	-	-	-	-	-	0%	3,381.80	-	-
279	15020	HVAC Set Condensers	845.45	-	-	-	-	-	0%	845.45	-	-
280	15020	HVAC Set Trim	845.45	-	-	-	-	-	0%	845.45	-	-
281	15020	HVAC Start-Up	845.45	-	-	-	-	-	0%	845.45	-	-
282	15020	HVAC Pre-Fabricate Std Piping	131,760.00	-	37,612.00	-	-	37,612.00	29%	103,427.60	3,761.20	3,761.20
283	15020	HVAC FAU Materials	121,000.00	121,000.00	-	-	-	121,000.00	100%	-	-	12,100.00
284	15020	HVAC Rough Duct	121,000.00	-	-	-	-	-	0%	121,000.00	-	-
285	15020	HVAC Condenser Materials	121,000.00	-	-	-	-	-	0%	121,000.00	-	-
286	15020	HVAC Set Condensers	30,250.00	-	-	-	-	-	0%	30,250.00	-	-
287	15020	HVAC Set Trim	30,250.00	-	-	-	-	-	0%	30,250.00	-	-
288	15020	HVAC Start-Up	30,250.00	-	-	-	-	-	0%	30,250.00	-	-
289	15010	Plumbing Permit	10,173.00	9,668.54	-	-	-	9,668.54	95%	202.46	-	965.85
290	15010	Plumbing Excavation and Backfill	53,200.00	52,176.00	-	-	-	52,176.00	98%	1,024.00	-	5,217.60
291	15010	Plumbing U/G Sanitary Piping	35,067.00	31,552.80	-	-	-	31,552.80	90%	894.14	-	3,155.28
292	15010	Plumbing U/G Storm Piping	37,575.00	36,878.45	-	-	-	36,878.45	98%	247.55	-	3,687.85
293	15010	Plumbing Pre-Cast Structures	13,224.00	12,253.92	-	-	-	12,253.92	93%	270.48	-	1,225.39
294	15010	Plumbing Building Water Service - Fire Protection	128,571.00	74,461.46	-	-	70,955.00	74,461.46	58%	54,109.54	-	7,445.15
295	15010	Plumbing A/G Waste & Vent	43,730.00	33,119.00	21,865.00	-	-	34,984.00	80%	8,746.00	2,186.50	3,498.40
296	15010	Plumbing Drains / Cleanouts	9,207.00	8,896.30	-	-	-	8,896.30	97%	310.70	-	889.63
297	15010	Plumbing Sleeves and Inserts	8,707.00	8,631.65	111.81	-	-	8,930.80	98%	73.14	11.18	893.08
298	15010	Plumbing A/G Storm Piping	9,267.00	1,658.10	3,686.10	-	-	5,372.20	60%	3,716.60	186.01	537.22
299	15010	Plumbing A/G Domestic Water	66,999.00	13,199.60	13,199.60	-	-	26,399.60	40%	39,599.40	1,319.98	2,639.96
300	15010	Plumbing A/G Gas Piping	13,029.00	-	2,605.80	-	-	2,605.80	20%	9,853.20	260.58	260.58
301	15010	Plumbing Trap & Hook-ups	10,884.00	-	-	-	-	-	0%	10,884.00	-	-
302	15010	Plumbing Fixtures	19,118.00	-	-	-	-	-	0%	19,118.00	-	-
303	15010	Plumbing Equipment	11,872.00	1,187.20	-	-	-	1,187.20	10%	10,684.80	-	118.72
304	15010	Plumbing Condensate Piping	5,107.00	-	-	-	-	-	0%	5,107.00	-	-
305	15010	Plumbing Testing	3,868.00	193.40	386.80	-	-	580.20	15%	3,287.80	38.68	58.02
306	15010	Plumbing Identification	750.00	-	-	-	-	-	0%	750.00	-	-
307	15010	Plumbing Insulation - Pipework - Fire Protection	47,193.00	7,545.00	20,622.00	-	-	28,167.00	60%	18,936.00	2,062.20	2,816.70
308	15010	Plumbing A/G Waste & Vent	43,730.00	4,373.00	31,865.00	-	-	36,238.00	83%	17,492.00	2,186.50	3,623.80
309	15010	Plumbing Drains / Cleanouts	9,207.00	1,841.40	3,682.80	-	-	5,524.20	60%	3,682.80	368.28	552.42
310	15010	Plumbing Sleeves and Inserts	8,707.00	2,963.80	-	-	-	2,963.80	34%	741.40	-	296.38
311	15010	Plumbing A/G Storm Piping	9,267.00	295.35	528.75	-	-	793.05	15%	8,492.95	52.91	79.31
312	15010	Plumbing A/G Domestic Water	66,999.00	13,199.60	13,199.60	-	-	26,399.60	40%	39,599.40	1,319.98	2,639.96
313	15010	Plumbing A/G Gas Piping	13,029.00	-	-	-	-	-	0%	13,029.00	-	-
314	15010	Plumbing Trap & Hook-ups	10,884.00	-	-	-	-	-	0%	10,884.00	-	-
315	15010	Plumbing Fixtures	19,118.00	-	-	-	-	-	0%	19,118.00	-	-
316	15010	Plumbing Equipment	11,872.00	-	-	-	-	-	0%	11,872.00	-	-
317	15010	Plumbing Condensate Piping	5,107.00	-	-	-	-	-	0%	5,107.00	-	-
318	15010	Plumbing Testing	3,868.00	-	-	-	-	-	0%	3,868.00	-	-
319	15010	Plumbing Identification	750.00	-	-	-	-	-	0%	750.00	-	-
320	15010	Plumbing Insulation - Pipework - Fire Protection	47,193.00	7,545.00	20,622.00	-	-	28,167.00	60%	18,936.00	2,062.20	2,816.70
321	15010	Plumbing A/G Waste & Vent	43,730.00	4,373.00	31,865.00	-	-	36,238.00	83%	17,492.00	2,186.50	3,623.80
322	15010	Plumbing Drains / Cleanouts	9,207.00	1,841.40	3,682.80	-	-	5,524.20	60%	3,682.80	368.28	552.42
323	15010	Plumbing Sleeves and Inserts	8,707.00	2,963.80	-	-	-	2,963.80	34%	741.40	-	296.38
324	15010	Plumbing A/G Storm Piping	9,267.00	-	1,057.48	-	-	1,057.48	20%	8,209.52	105.74	105.74
325	15010	Plumbing A/G Domestic Water	66,999.00	13,199.60	13,199.60	-	-	26,399.60	40%	39,599.40	1,319.96	2,639.96
326	15010	Plumbing A/G Gas Piping	13,029.00	-	-	-	-	-	0%	13,029.00	-	-
327	15010	Plumbing Trap & Hook-ups	10,884.00	-	-	-	-	-	0%	10,884.00	-	-
328	15010	Plumbing Fixtures	19,118.00	-	-	-	-	-	0%	19,118.00	-	-

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Bulk Data 47 Continued

335	15010	Plumbing Equipment	11,672.00	-	-	-	-	-	-	0%	11,672.00	-	-
336	15010	Plumbing Condensate Piping	5,197.00	-	-	-	-	-	-	0%	5,197.00	-	-
337	15010	Plumbing Testing	3,668.00	-	-	-	-	-	-	0%	3,668.00	-	-
338	15010	Plumbing Identification	750.00	-	-	-	-	-	-	0%	750.00	-	-
339	15010	Plumbing Insulation - Finishes - Fire Protection	47,103.00	7,646.00	20,622.00	-	-	28,167.00	60%	18,936.00	2,816.70	2,816.70	
		Division 16 - Electrical											
340	15010	Plumbing A/G Waste & Vent	43,730.00	4,275.00	31,855.00	-	-	36,130.00	83%	7,600.00	2,136.50	2,136.50	
341	15010	Plumbing Drains / Cleanouts	6,207.00	1,331.40	669.70	-	-	2,001.10	32%	4,205.90	66.97	133.94	
342	15010	Plumbing Sleeves and Inserts	3,707.00	2,965.60	-	-	-	2,965.60	80%	741.40	-	296.56	
343	15010	Plumbing A/G Storm Piping	5,287.00	-	528.70	-	-	528.70	10%	4,758.30	52.87	52.87	
344	15010	Plumbing A/G Domestic Water	65,999.00	-	13,199.80	-	-	13,199.80	20%	52,799.20	1,319.98	1,319.98	
345	15010	Plumbing A/G Gas Piping	12,029.00	-	1,202.90	-	-	1,202.90	10%	10,826.10	120.29	120.29	
346	15010	Plumbing Tubs & Hardware	10,985.00	-	-	-	-	-	0%	10,985.00	-	-	
347	15010	Plumbing Fixtures	19,118.00	-	-	-	-	-	0%	19,118.00	-	-	
348	15010	Plumbing Equipment	11,672.00	-	-	-	-	-	0%	11,672.00	-	-	
349	15010	Plumbing Condensate Piping	5,197.00	-	-	-	-	-	0%	5,197.00	-	-	
350	15010	Plumbing Testing	3,668.00	-	-	-	-	-	0%	3,668.00	-	-	
351	15010	Plumbing Identification	750.00	-	-	-	-	-	0%	750.00	-	-	
352	15010	Plumbing Insulation - Finishes - Fire Protection	47,103.00	7,646.00	20,622.00	-	-	28,167.00	60%	18,936.00	2,816.70	2,816.70	
		Division 16 - Electrical											
353	15010	Plumbing A/G Waste & Vent	43,730.00	-	8,746.00	-	-	8,746.00	20%	34,984.00	874.60	874.60	
354	15010	Plumbing Drains / Cleanouts	6,207.00	4,344.90	-	-	-	4,344.90	70%	1,862.10	-	434.49	
355	15010	Plumbing Sleeves and Inserts	3,707.00	2,965.60	-	-	-	2,965.60	80%	741.40	-	296.56	
356	15010	Plumbing A/G Storm Piping	5,287.00	-	528.70	-	-	528.70	10%	4,758.30	52.87	52.87	
357	15010	Plumbing A/G Domestic Water	65,999.00	6,599.90	3,299.95	-	-	9,899.85	15%	56,099.15	330.00	989.99	
358	15010	Plumbing A/G Gas Piping	12,029.00	-	-	-	-	-	0%	12,029.00	-	-	
359	15010	Plumbing Tubs & Hardware	10,985.00	-	-	-	-	-	0%	10,985.00	-	-	
360	15010	Plumbing Fixtures	19,118.00	-	-	-	-	-	0%	19,118.00	-	-	
361	15010	Plumbing Equipment	11,672.00	-	-	-	-	-	0%	11,672.00	-	-	
362	15010	Plumbing Condensate Piping	5,197.00	-	-	-	-	-	0%	5,197.00	-	-	
363	15010	Plumbing Testing	3,668.00	-	-	-	-	-	0%	3,668.00	-	-	
364	15010	Plumbing Identification	750.00	-	-	-	-	-	0%	750.00	-	-	
365	15010	Plumbing Insulation - Finishes - Fire Protection	47,103.00	-	28,167.00	-	-	28,167.00	60%	18,936.00	2,816.70	2,816.70	
		Division 16 - Electrical											
366	15010	Plumbing A/G Waste & Vent	43,730.00	-	-	-	-	-	0%	43,730.00	-	-	
367	15010	Plumbing Drains / Cleanouts	6,207.00	2,482.80	-	-	-	2,482.80	40%	3,724.20	-	248.28	
368	15010	Plumbing Sleeves and Inserts	3,707.00	2,594.90	-	-	-	2,594.90	70%	1,112.10	-	259.49	
369	15010	Plumbing A/G Storm Piping	5,287.00	-	-	-	-	-	0%	5,287.00	-	-	
370	15010	Plumbing A/G Domestic Water	65,999.00	6,599.90	-	-	-	6,599.90	10%	59,399.10	-	659.99	
371	15010	Plumbing A/G Gas Piping	12,029.00	-	-	-	-	-	0%	12,029.00	-	-	
372	15010	Plumbing Tubs & Hardware	10,985.00	-	-	-	-	-	0%	10,985.00	-	-	
373	15010	Plumbing Fixtures	19,118.00	-	-	-	-	-	0%	19,118.00	-	-	
374	15010	Plumbing Equipment	11,672.00	-	-	-	-	-	0%	11,672.00	-	-	
375	15010	Plumbing Condensate Piping	5,197.00	-	-	-	-	-	0%	5,197.00	-	-	
376	15010	Plumbing Testing	3,668.00	-	-	-	-	-	0%	3,668.00	-	-	
377	15010	Plumbing Identification	750.00	-	-	-	-	-	0%	750.00	-	-	
378	15010	Plumbing Insulation - Finishes - Fire Protection	47,103.00	-	-	-	-	-	0%	47,103.00	-	-	
		Division 16 - Electrical											
379	15010	Plumbing A/G Waste & Vent	43,730.00	-	-	-	-	-	0%	43,730.00	-	-	
380	15010	Plumbing Drains / Cleanouts	6,207.00	-	-	-	-	-	0%	6,207.00	-	-	
381	15010	Plumbing Sleeves and Inserts	3,707.00	2,224.20	-	-	-	2,224.20	60%	1,482.80	-	222.42	
382	15010	Plumbing A/G Storm Piping	5,287.00	-	-	-	-	-	0%	5,287.00	-	-	
383	15010	Plumbing A/G Domestic Water	65,999.00	-	-	-	-	-	0%	65,999.00	-	-	
384	15010	Plumbing A/G Gas Piping	12,029.00	-	-	-	-	-	0%	12,029.00	-	-	
385	15010	Plumbing Tubs & Hardware	10,985.00	-	-	-	-	-	0%	10,985.00	-	-	
386	15010	Plumbing Fixtures	19,118.00	-	-	-	-	-	0%	19,118.00	-	-	
387	15010	Plumbing Equipment	11,672.00	-	-	-	-	-	0%	11,672.00	-	-	
388	15010	Plumbing Condensate Piping	5,197.00	-	-	-	-	-	0%	5,197.00	-	-	
389	15010	Plumbing Testing	3,668.00	-	-	-	-	-	0%	3,668.00	-	-	
390	15010	Plumbing Identification	750.00	-	-	-	-	-	0%	750.00	-	-	
391	15010	Plumbing Insulation - Finishes - Fire Protection	47,103.00	-	-	-	-	-	0%	47,103.00	-	-	

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BUILDING #1 Continued													
386	15010	Plumbing A/G Waste & Vent	43,720.00	-	-	-	-	-	0%	43,720.00	-	-	
387	15015	Plumbing Drains / Backflow	6,267.00	-	-	-	-	-	0%	6,267.00	-	-	
388	15016	Plumbing Storage and Heating	3,707.00	-	-	-	-	-	0%	3,707.00	-	-	
389	15020	Plumbing A/G Storm Piping	5,247.00	-	-	-	-	-	0%	5,247.00	-	-	
390	15030	Plumbing A/G Domestic Water	89,999.00	-	-	-	-	-	0%	89,999.00	-	-	
391	15035	Plumbing A/G Gas Piping	12,009.00	-	-	-	-	-	0%	12,009.00	-	-	
392	15040	Plumbing Trim & Fixtures	35,654.00	-	-	-	-	-	0%	35,654.00	-	-	
393	15045	Plumbing Fixtures	19,118.00	-	-	-	-	-	0%	19,118.00	-	-	
394	15050	Plumbing Equipment	11,672.00	-	-	-	-	-	0%	11,672.00	-	-	
395	15060	Plumbing Certification Prints	5,197.00	-	-	-	-	-	0%	5,197.00	-	-	
396	15070	Plumbing Testing	3,868.00	-	-	-	-	-	0%	3,868.00	-	-	
397	15075	Plumbing Identification	750.00	-	-	-	-	-	0%	750.00	-	-	
398	15080	Plumbing Insulation - Domestic - Fire Protection	47,105.00	-	-	-	-	-	0%	47,105.00	-	-	
		Plumbing Rough-In											
399	15015	Plumbing A/G Waste & Vent	43,720.00	-	-	-	-	-	0%	43,720.00	-	-	
400	15015	Plumbing Drains / Backflow	6,267.00	-	-	-	-	-	0%	6,267.00	-	-	
401	15016	Plumbing Storage and Heating	3,707.00	-	-	-	-	-	0%	3,707.00	-	-	
402	15020	Plumbing A/G Storm Piping	5,247.00	-	-	-	-	-	0%	5,247.00	-	-	
403	15030	Plumbing A/G Domestic Water	89,999.00	-	-	-	-	-	0%	89,999.00	-	-	
404	15035	Plumbing A/G Gas Piping	12,009.00	-	-	-	-	-	0%	12,009.00	-	-	
405	15040	Plumbing Trim & Fixtures	35,654.00	-	-	-	-	-	0%	35,654.00	-	-	
406	15045	Plumbing Fixtures	19,118.00	-	-	-	-	-	0%	19,118.00	-	-	
407	15050	Plumbing Equipment	11,672.00	-	-	-	-	-	0%	11,672.00	-	-	
408	15060	Plumbing Certification Prints	5,197.00	-	-	-	-	-	0%	5,197.00	-	-	
409	15070	Plumbing Testing	3,868.00	-	-	-	-	-	0%	3,868.00	-	-	
410	15075	Plumbing Identification	750.00	-	-	-	-	-	0%	750.00	-	-	
411	15080	Plumbing Insulation - Domestic - Fire Protection	47,105.00	-	-	-	-	-	0%	47,105.00	-	-	
		Electrical Rough-In											
412	16000	Electrical Bucketwork	55,700.00	39,806.40	-	-	-	39,806.40	71%	15,193.60	-	3,980.64	
413	16005	Electrical Mobilization	28,305.00	28,305.00	-	-	-	28,305.00	100%	-	-	2,830.50	
414	16010	Electrical Office Trailer/Utilities	45,850.00	9,918.00	15,000.00	-	-	24,918.00	54%	21,932.00	1,500.00	2,491.80	
415	16025	Electrical Fire Systems (SAS, Fire Alarm)	35,700.00	32,967.30	5,000.00	-	-	37,967.30	106%	(2,267.30)	750.00	3,796.73	
416	16050	Electrical Permits	25,100.00	17,700.00	5,000.00	-	-	22,700.00	90%	2,400.00	800.00	2,270.00	
417	16055	Electrical Submittals	3,450.00	3,450.00	-	-	-	3,450.00	100%	-	-	345.00	
418	16060	Electrical Supervision/Planning/Coordination	45,000.00	30,000.00	5,000.00	-	-	35,000.00	78%	10,000.00	800.00	3,500.00	
419	16065	Electrical Light Fixture Package	141,000.00	38,250.00	-	-	-	38,250.00	27%	102,750.00	-	3,825.00	
420	16070	Electrical Distribution Package	205,000.00	36,000.00	-	-	48,000.00	84,000.00	41%	121,000.00	-	8,400.00	
421	16080	Electrical Low Voltage Systems (PA, CCTV, DAS,etc)	50,000.00	5,000.00	-	-	-	5,000.00	10%	45,000.00	-	500.00	
422	16090	Electrical Generator	200,000.00	60,000.00	-	-	-	60,000.00	30%	140,000.00	-	6,000.00	
423	16100	Electrical Underslab Branch Conduit & Wire	80,000.00	64,000.00	-	-	-	64,000.00	80%	16,000.00	-	6,400.00	
424	16225	Electrical Service & 1st Floor Switchgear/Gear	350,000.00	315,000.00	-	-	-	315,000.00	90%	35,000.00	-	31,500.00	
425	16200	Electrical 1st Floor Power Wiring/Outlets	85,500.00	33,678.00	20,878.00	-	-	47,756.00	56%	37,744.00	2,340.00	4,777.60	
426	16205	Electrical 1st Floor Device and Fixture Trim	16,000.00	-	-	-	-	-	0%	16,000.00	-	-	
427	16200	Electrical 2nd Floor Power Wiring/Outlets	85,500.00	28,950.00	18,350.00	-	800.00	48,100.00	56%	37,400.00	2,340.00	4,773.60	
428	16205	Electrical 2nd Floor Device and Fixture Trim	16,000.00	-	-	-	-	-	0%	16,000.00	-	-	
429	16200	Electrical 3rd Floor Power Wiring/Outlets	85,500.00	20,206.00	16,200.00	-	1,800.00	38,206.00	45%	47,294.00	1,420.00	3,820.60	
430	16205	Electrical 3rd Floor Device and Fixture Trim	16,000.00	-	-	-	-	-	0%	16,000.00	-	-	
431	16200	Electrical 4th Floor Power Wiring/Outlets	85,500.00	20,206.00	16,200.00	-	1,800.00	38,206.00	45%	47,294.00	1,420.00	3,820.60	
432	16205	Electrical 4th Floor Device and Fixture Trim	16,000.00	-	-	-	-	-	0%	16,000.00	-	-	
433	16200	Electrical 5th Floor Power Wiring/Outlets	85,500.00	20,206.00	9,000.00	-	11,000.00	40,206.00	47%	45,294.00	650.00	4,020.60	
434	16205	Electrical 5th Floor Device and Fixture Trim	16,000.00	-	-	-	-	-	0%	16,000.00	-	-	
435	16200	Electrical 6th Floor Power Wiring/Outlets	85,500.00	20,206.00	9,000.00	-	11,000.00	40,206.00	47%	45,294.00	650.00	4,020.60	
436	16205	Electrical 6th Floor Device and Fixture Trim	16,000.00	-	-	-	-	-	0%	16,000.00	-	-	
437	16200	Electrical 7th Floor Power Wiring/Outlets	85,500.00	20,206.00	9,000.00	-	11,000.00	40,206.00	47%	45,294.00	650.00	4,020.60	
438	16205	Electrical 7th Floor Device and Fixture Trim	16,000.00	-	-	-	-	-	0%	16,000.00	-	-	
439	16200	Electrical 8th Floor Power Wiring/Outlets	85,500.00	20,206.00	9,000.00	-	11,000.00	40,206.00	47%	45,294.00	650.00	4,020.60	
440	16205	Electrical 8th Floor Device and Fixture Trim	16,000.00	-	-	-	-	-	0%	16,000.00	-	-	
441	16200	Electrical 9th Floor Power Wiring/Outlets	85,500.00	20,050.00	-	-	20,000.00	40,050.00	47%	45,450.00	-	4,005.00	
442	16205	Electrical 9th Floor Device and Fixture Trim	5,000.00	-	-	-	-	-	0%	5,000.00	-	-	
443	16000	ADD'D Construction Contractor Fee	1,998,945.00	459,450.41	86,850.00	-	-	546,300.41	27%	1,452,644.59	6,999.00	54,630.04	

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444	2900	Landscaping	80,000.00	-	-	-	-	-	-	0%	80,000.00	-	-
445	3100	Reinforcing Steel Labor	222,000.00	209,063.50	-	-	-	209,063.50	100%	139.50	-	-	20,936.50
446	3105	Reinforcing Steel Material	418,172.75	209,164.75	-	-	-	388,132.75	96%	50,000.00	-	-	38,812.25
447	3300	Concrete Concrete Footings	127,500.00	127,500.00	-	-	-	127,500.00	100%	-	-	-	12,750.00
448	3305	Concrete Place footings	190,000.00	190,000.00	-	-	-	190,000.00	100%	-	-	-	19,000.00
449	3310	Concrete Form and Place Walls	300,000.00	300,000.00	-	-	-	300,000.00	100%	-	-	-	30,000.00
450	3315	Concrete Form and Place Columns	80,000.00	80,000.00	-	-	-	80,000.00	100%	-	-	-	8,000.00
451	3320	Concrete Place Slab on Grade	190,000.00	190,000.00	4,800.00	-	-	185,800.00	98%	3,200.00	480.00	-	18,880.00
452	3325	Concrete Form and Place Slab	360,000.00	360,000.00	-	-	-	360,000.00	100%	-	-	-	36,000.00
453	3330	Lt. Weight concrete (Gypsum)	145,000.00	72,000.00	-	-	-	72,000.00	50%	126,000.00	-	-	7,200.00
454	3450	Precast Concrete 1st Floor (Columns)	100,000.00	-	-	25,931.25	25,931.25	25,931.25	26%	74,068.75	2,593.13	2,593.13	2,593.13
455	3450	Precast Concrete 2nd Floor (Columns)	100,000.00	-	-	25,931.25	25,931.25	25,931.25	26%	74,068.75	2,593.13	2,593.13	2,593.13
456	3450	Precast Concrete 3rd Floor (Columns)	100,000.00	-	-	25,931.25	25,931.25	25,931.25	26%	74,068.75	2,593.13	2,593.13	2,593.13
457	3450	Precast Concrete 4th Floor (Columns)	100,000.00	-	-	25,931.25	25,931.25	25,931.25	26%	74,068.75	2,593.13	2,593.13	2,593.13
458	4100	Masonry CMU	249,300.00	236,835.00	12,465.00	-	-	249,300.00	100%	-	1,246.50	-	24,930.00
459	4100	Masonry Thin Brick Veneer	310,700.00	-	-	-	-	-	0%	310,700.00	-	-	-
460	6415	Granite / Marble / Stained Trim	100,000.00	-	2,275.00	-	-	2,275.00	2%	97,725.00	227.50	-	227.50
461	6100	Miscellaneous Steel	91,000.00	-	-	-	-	-	0%	91,000.00	-	-	-
462	6100	Wood Framing - 1st Level / Labor, Erect	199,015.00	199,015.00	-	-	-	199,015.00	100%	-	-	-	19,901.50
463	6100	Wood Framing - 1st Level / Lumber, Materials	248,918.00	248,918.00	-	-	-	248,918.00	100%	-	-	-	24,891.80
464	6100	Wood Framing - 2nd Level / Labor, Erect	177,141.00	177,141.00	-	-	-	177,141.00	100%	-	-	-	17,714.10
465	6100	Wood Framing - 2nd Level / Lumber, Materials	226,847.00	226,847.00	-	-	-	226,847.00	100%	-	-	-	22,684.70
466	6100	Wood Framing - 3rd Level / Labor, Erect	177,141.00	177,136.00	-	-	-	177,136.00	100%	3.00	-	-	17,713.60
467	6100	Wood Framing - 3rd Level / Lumber, Materials	226,009.00	226,009.00	-	-	-	226,009.00	100%	-	-	-	22,601.90
468	6100	Wood Framing - 4th Level / Labor, Erect	182,035.00	182,035.00	-	-	-	182,035.00	100%	-	-	-	18,203.50
469	6100	Wood Framing - 4th Level / Lumber, Materials	138,841.00	138,841.00	-	-	-	138,841.00	100%	-	-	-	13,884.10
470	6100	Wood Framing - Roof Level / Labor, Erect	51,845.00	51,845.00	-	-	-	51,845.00	100%	-	-	-	5,184.50
471	6100	Wood Framing - Roof Level / Lumber, Trusses	172,580.00	172,580.00	-	-	-	172,580.00	100%	-	-	-	17,258.00
472	6200	Finish Carpentry (Rough)	500,000.00	83,333.00	-	-	-	83,333.00	17%	391,665.00	-	-	8,333.50
473	7220	Insulation - Fire Caulking	91,000.00	6,500.00	37,545.00	-	-	83,339.00	92%	43,666.00	3,754.50	-	8,333.50
474	7120	Roofing	250,000.00	134,627.50	16,773.25	-	-	168,567.50	68%	70,168.50	1,677.33	-	16,856.11
475	7150	Waterproofing	59,475.00	46,138.75	-	-	-	46,138.75	78%	13,336.25	-	-	4,613.87
476	7240	Stucco	306,705.00	-	18,677.50	-	-	18,677.50	6%	317,150.50	1,867.75	-	1,867.75
477	8550	Windows	236,695.00	236,172.50	-	-	-	236,172.50	100%	15,000.00	-	-	23,617.25
478	8200	Drywall Complete	1,664,000.00	382,520.00	115,000.00	-	-	497,520.00	30%	550,530.00	12,500.00	-	49,752.00
479	9500	Flooring	306,000.00	-	-	-	-	-	0%	306,000.00	-	-	-
480	9900	Painting	393,115.00	-	-	-	-	-	0%	393,115.00	-	-	-
481	11000	Miscellaneous Projects	112,000.00	-	-	-	-	-	0%	112,000.00	-	-	-
482	14200	Elevators	274,000.00	72,000.00	-	312,000.00	192,000.00	192,000.00	70%	82,000.00	11,900.00	-	19,200.00
483	1500	Mechanical Mobilization	12,000.00	12,000.00	-	-	-	12,000.00	100%	300.00	-	-	1,200.00
484	1500	Mechanical Submittals	1,125.00	1,125.00	-	-	-	1,125.00	100%	-	-	-	112.50
485	1510	Mechanical General Conditions	1,712.75	1,006.15	-	-	-	1,006.15	59%	706.60	-	-	100.62
486	1720	Mechanical Closeout Documents	1,000.00	-	-	-	-	-	0%	1,000.00	-	-	-
		HVAC by Fabricator											
487	15020	HVAC Permit	3,500.00	3,500.00	-	-	-	3,500.00	100%	-	-	-	350.00
488	15040	HVAC Pre-Rough-Ins Set Piping	24,615.40	24,615.40	-	-	-	24,615.40	100%	-	-	-	2,461.54
489	15035	HVAC Final Materials	18,884.72	18,884.72	-	-	-	18,884.72	100%	-	-	-	1,888.47
490	15020	HVAC Rough Duct	18,884.72	-	-	-	-	-	0%	18,884.72	-	-	-
491	15025	HVAC Condensate Materials	18,884.72	-	-	18,884.72	18,884.72	18,884.72	100%	-	1,888.47	1,888.47	1,888.47
492	15070	HVAC Set Equipment	4,823.66	-	-	-	-	-	0%	4,823.66	-	-	-
493	15050	HVAC Set Trim	4,823.66	-	-	-	-	-	0%	4,823.66	-	-	-
494	15075	HVAC Start-Up	4,823.66	-	-	-	-	-	0%	4,823.66	-	-	-
		HVAC by Fabricator #2											
495	15040	HVAC Pre-Rough-Ins Set Piping	24,615.40	18,450.90	6,164.50	-	-	24,615.40	100%	-	616.45	-	2,461.54
496	15035	HVAC Final Materials	18,884.72	18,884.72	-	-	-	18,884.72	100%	-	-	-	1,888.47
497	15020	HVAC Rough Duct	18,884.72	-	-	-	-	-	0%	18,884.72	-	-	-
498	15025	HVAC Condensate Materials	18,884.72	-	-	18,884.72	18,884.72	18,884.72	100%	-	1,888.47	1,888.47	1,888.47
499	15070	HVAC Set Equipment	4,823.66	-	-	-	-	-	0%	4,823.66	-	-	-
500	15050	HVAC Set Trim	4,823.66	-	-	-	-	-	0%	4,823.66	-	-	-
501	15075	HVAC Start-Up	4,823.66	-	-	-	-	-	0%	4,823.66	-	-	-

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502	15060	HVAC Pre-Fab Line Set Piping	24,615.40	16,460.80	8,154.60	-	-	24,615.40	100%	-	-	615.39	2,461.54
503	15060	HVAC Pkg Materials	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	-	1,969.47
504	15060	HVAC Roof Curb	19,694.72	-	-	-	-	-	0%	19,694.72	-	-	-
505	15060	HVAC Condenser Materials	19,694.72	-	-	19,694.72	19,694.72	19,694.72	100%	-	1,969.47	1,969.47	-
506	15060	HVAC Set Compressor	4,923.68	-	-	-	-	-	0%	4,923.68	-	-	-
507	15060	HVAC Set Tips	4,923.68	-	-	-	-	-	0%	4,923.68	-	-	-
508	15060	HVAC Start-up	4,923.68	-	-	-	-	-	0%	4,923.68	-	-	-
		HVAC Split System Heat Pump											
509	15070	HVAC Pre-Fab Line Set Piping	24,615.40	16,460.80	8,154.60	-	-	24,615.40	100%	-	615.39	2,461.54	
510	15070	HVAC Pkg Materials	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47	
511	15070	HVAC Roof Curb	19,694.72	-	-	-	-	-	0%	19,694.72	-	-	
512	15070	HVAC Condenser Materials	19,694.72	-	-	19,694.72	19,694.72	19,694.72	100%	-	1,969.47	1,969.47	
513	15070	HVAC Set Compressor	4,923.68	-	-	-	-	-	0%	4,923.68	-	-	
514	15070	HVAC Set Tips	4,923.68	-	-	-	-	-	0%	4,923.68	-	-	
515	15070	HVAC Start-up	4,923.68	-	-	-	-	-	0%	4,923.68	-	-	
		Split System Heat Pump											
516	15080	HVAC Pre-Fab Line Set Piping	31,666.67	-	-	-	-	-	0%	31,666.67	-	-	
517	15080	HVAC Pkg Materials	25,551.13	25,551.13	-	-	-	25,551.13	100%	-	-	2,555.11	
518	15080	HVAC Roof Curb	25,551.13	-	-	-	-	-	0%	25,551.13	-	-	
519	15080	HVAC Condenser Materials	25,551.13	-	-	-	-	-	0%	25,551.13	-	-	
520	15080	HVAC Set Compressor	6,387.78	-	-	-	-	-	0%	6,387.78	-	-	
521	15080	HVAC Set Tips	6,387.78	-	-	-	-	-	0%	6,387.78	-	-	
522	15080	HVAC Start-up	6,387.78	-	-	-	-	-	0%	6,387.78	-	-	
		Plumbing Rough-In											
523	15010	Plumbing Permit	5,556.00	5,329.20	-	-	-	5,556.00	96%	170.70	-	226.42	
524	15010	Plumbing Excavation and Backfill	52,306.80	51,156.00	-	-	-	51,156.00	98%	1,718.60	-	5,715.20	
525	15010	Plumbing UG Sanitary Piping	25,535.00	25,535.30	-	-	-	25,535.30	98%	515.70	-	2,551.83	
526	15010	Plumbing UG Storm Piping	8,095.00	8,359.50	-	-	-	8,359.50	95%	125.70	-	835.95	
527	15010	Plumbing Pre-Fab Structure - Fireplace	34,125.00	8,945.44	-	-	-	8,945.44	93%	25,182.56	-	894.54	
		Plumbing Rough-In Gas Piping											
528	15010	Plumbing A/G Waste & Vent	73,992.00	69,438.35	2,182.79	-	-	71,621.14	97%	1,481.58	218.28	7,162.11	
529	15010	Plumbing Drains / Cenlers	7,222.50	6,970.88	216.94	-	-	7,087.87	98%	144.63	21.70	708.79	
530	15010	Plumbing Fixtures and Trim	58,963.00	53,184.05	1,638.69	-	-	54,843.74	93%	3,119.26	157.89	5,484.37	
531	15010	Plumbing A/G Storm Piping	18,476.00	17,651.30	364.28	-	-	18,106.48	98%	369.52	55.45	1,810.65	
532	15010	Plumbing A/G Domestic Water	79,331.00	75,364.45	2,479.83	-	-	77,744.28	98%	1,586.72	237.99	7,774.44	
533	15010	Plumbing A/G Gas Piping	31,071.00	27,993.50	2,435.56	-	-	30,429.06	98%	621.42	318.57	3,044.56	
534	15010	Plumbing Tubs & Showers	37,040.00	27,780.00	3,706.00	-	-	31,486.00	85%	5,556.00	370.40	3,148.60	
535	15010	Plumbing Shelves	55,813.00	45,978.25	-	-	-	45,978.25	75%	41,834.75	-	1,397.63	
536	15010	Plumbing Equipment	10,875.00	7,987.50	1,222.50	-	-	9,585.00	90%	1,290.00	159.75	958.50	
537	15010	Plumbing Condensate Piping	5,584.00	5,025.60	446.72	-	-	5,472.32	98%	111.68	44.67	547.23	
538	15010	Plumbing Testing	8,224.00	6,852.50	858.50	-	-	7,709.40	90%	856.60	85.65	770.94	
539	15010	Plumbing Identification	2,112.00	-	-	-	-	-	0%	2,112.00	-	-	
540	15010	Plumbing Insulation - Fireplace - Fire Protection	37,220.00	34,364.00	3,056.00	-	-	37,420.00	80%	10,220.00	305.60	3,742.00	
		Plumbing Rough-In Gas Piping											
541	15010	Plumbing A/G Waste & Vent	73,992.00	69,438.35	2,182.79	-	-	71,621.14	97%	1,481.58	218.28	7,162.11	
542	15010	Plumbing Drains / Cenlers	7,222.50	6,970.88	216.94	-	-	7,087.87	98%	144.63	21.70	708.79	
543	15010	Plumbing A/G Storm Piping	18,476.00	17,651.30	364.28	-	-	18,106.48	98%	369.52	55.45	1,810.65	
544	15010	Plumbing A/G Domestic Water	79,331.00	75,364.45	2,479.83	-	-	77,744.28	98%	1,586.72	237.99	7,774.44	
545	15010	Plumbing A/G Gas Piping	31,071.00	27,993.50	2,435.56	-	-	30,429.06	98%	621.42	318.57	3,044.56	
546	15010	Plumbing Tubs & Showers	37,040.00	27,780.00	3,706.00	-	-	31,486.00	85%	5,556.00	370.40	3,148.60	
547	15010	Plumbing Fixtures	55,813.00	-	-	-	-	-	0%	55,813.00	-	-	
548	15010	Plumbing Equipment	10,875.00	7,987.50	-	-	-	7,987.50	90%	2,887.50	-	798.75	
549	15010	Plumbing Condensate Piping	5,584.00	5,025.60	446.72	-	-	5,472.32	98%	111.68	44.67	547.23	
550	15010	Plumbing Testing	8,568.00	6,852.50	2,569.50	-	-	7,709.40	90%	856.60	256.95	770.94	
551	15010	Plumbing Identification	2,112.00	-	-	-	-	-	0%	2,112.00	-	-	
552	15010	Plumbing Insulation - Fireplace - Fire Protection	37,220.00	34,164.00	3,056.00	-	-	37,220.00	95%	1,828.00	305.60	3,722.00	

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555	15310	Plumbing A/G Waste & Vent	74,000.00	69,129.05	7,908.26	-	-	-	85,438.05	95%	3,986.65	736.83	8,845.54
556	15315	Plumbing Drains / Carriers	7,250.00	6,610.25	378.80	-	-	-	3,881.05	89%	134.82	27.65	728.79
557	15310	Plumbing A/G Storm Piping	19,428.00	16,709.55	1,847.85	-	-	-	17,662.05	95%	663.65	134.70	1,795.22
558	15310	Plumbing A/G Domestic Water	79,351.00	63,884.60	11,588.83	-	-	-	75,368.45	95%	3,668.55	1,169.87	7,836.45
559	15310	Plumbing A/G Gas Piping	25,071.00	21,310.25	4,960.65	-	-	-	27,883.50	89%	3,167.10	456.27	2,796.30
560	15310	Plumbing Trips & Hardware	37,035.00	16,999.65	2,464.00	-	-	-	26,628.05	72%	11,175.95	780.65	9,585.60
561	15310	Plumbing Fixtures	68,810.00	6,451.30	-	-	-	-	6,451.30	10%	62,261.70	-	555.15
562	15310	Plumbing Equipment	15,075.00	7,587.50	-	-	-	-	7,587.50	50%	7,587.50	-	755.75
563	15310	Plumbing Commercial Piping	5,844.00	5,075.60	-	-	-	-	5,075.60	90%	658.40	-	616.56
564	15310	Plumbing Testing	5,589.00	3,488.45	-	-	-	-	3,488.45	65%	2,100.55	-	547.64
565	15310	Plumbing Identification	2,112.00	-	-	-	-	-	-	0%	2,112.00	-	-
566	15310	Plumbing Insulation - Fixtures - Fire Protection	97,670.00	65,283.00	4,268.50	-	-	-	69,941.50	72%	27,670.00	956.80	6,892.10
		Division 16 Electrical											
568	16010	Electrical A/G Waste & Vent	72,000.00	66,765.70	5,937.64	-	-	-	71,703.35	99%	1,461.58	834.75	7,169.31
569	16010	Plumbing Drains / Carriers	7,250.00	6,609.25	378.80	-	-	-	7,082.85	98%	144.65	57.82	726.78
570	16010	Plumbing A/G Storm Piping	18,428.00	16,709.55	1,941.85	-	-	-	17,652.20	96%	663.80	134.70	1,782.23
571	16010	Plumbing A/G Domestic Water	79,351.00	63,884.60	11,588.83	-	-	-	75,384.45	95%	3,966.55	1,169.87	7,836.45
572	16010	Plumbing A/G Gas Piping	25,071.00	3,107.10	24,668.80	-	-	-	27,883.50	90%	3,167.10	2,455.82	2,796.30
573	16010	Plumbing Trips & Hardware	37,035.00	7,408.00	14,815.65	-	-	-	22,224.65	60%	14,815.60	1,481.60	2,222.45
574	16010	Plumbing Fixtures	68,810.00	6,451.30	-	-	-	-	6,451.30	10%	62,261.70	-	555.15
575	16010	Plumbing Equipment	15,075.00	7,587.50	-	-	-	-	7,587.50	50%	7,587.50	-	755.75
576	16010	Plumbing Commercial Piping	5,844.00	5,075.60	346.75	-	-	-	5,422.35	93%	421.65	54.67	547.29
577	16010	Plumbing Testing	5,589.00	3,488.45	5,139.80	-	-	-	8,628.25	154%	(3,039.25)	513.98	116.64
578	16010	Plumbing Identification	2,112.00	-	-	-	-	-	-	0%	2,112.00	-	-
579	16010	Plumbing Insulation - Fixtures - Fire Protection	97,670.00	20,917.20	72,488.80	-	-	-	93,406.00	96%	4,264.00	7,248.88	6,835.72
		Division 16 Electrical											
580	16060	Electrical Engineering	80,400.00	72,096.80	-	-	-	-	72,096.80	90%	7,303.20	-	7,239.68
581	16075	Electrical Switchgear	15,540.00	15,540.00	-	-	-	-	15,540.00	100%	-	-	1,554.00
582	16075	Electrical Office Transformers	32,000.00	2,400.00	-	-	-	-	7,405.00	23%	25,595.00	-	715.50
583	16100	Electrical Fire Engines, Cnt'D, Pnl Assbsst	14,250.00	12,726.00	-	-	-	-	12,726.00	89%	1,524.00	-	1,272.60
584	16120	Electrical Permits	12,350.00	8,920.00	-	-	-	-	8,920.00	72%	3,430.00	-	892.00
585	16130	Electrical Submittals	1,800.00	1,800.00	-	-	-	-	1,800.00	100%	-	-	180.00
586	16140	Electrical Supervision/Planning/Coordination	22,800.00	16,850.00	-	-	-	-	16,850.00	74%	5,950.00	-	1,685.00
587	16150	Electrical Line Power Footage	105,600.00	52,106.00	-	-	-	-	23,106.00	50%	52,594.00	-	5,310.60
588	16160	Electrical Distribution Enclosure	83,100.00	70,600.00	-	-	-	-	70,600.00	85%	12,500.00	-	7,060.00
589	16200	Electrical Low Voltage Systems (Fa, Cctv, Cc, Ect.)	82,025.00	48,806.00	6,656.00	-	-	-	55,744.00	68%	27,281.00	681.60	5,572.40
590	16300	Electrical Underside Branch Conduit & Wire	85,000.00	76,500.00	-	-	-	-	76,500.00	90%	8,500.00	-	7,650.00
591	16305	Electrical Garage & 1st Floor deck conduit/wire	400,000.00	380,000.00	-	-	-	-	380,000.00	95%	20,000.00	-	38,000.00
592	16305	Electrical 1st Floor Rough Work/Outlets	25,000.00	22,750.00	-	-	-	-	22,750.00	91%	2,250.00	-	2,275.00
593	16305	Electrical 1st Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	-	0%	10,000.00	-	-
594	16305	Electrical 2nd Floor Rough Work/Outlets	25,000.00	22,750.00	-	-	-	-	22,750.00	91%	2,250.00	-	2,275.00
595	16305	Electrical 2nd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	-	0%	10,000.00	-	-
596	16305	Electrical 3rd Floor Rough Work/Outlets	25,000.00	22,750.00	-	-	-	-	22,750.00	91%	2,250.00	-	2,275.00
597	16305	Electrical 3rd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	-	0%	10,000.00	-	-
598	16305	Electrical 4th Floor Rough Work/Outlets	25,000.00	22,750.00	-	-	-	-	22,750.00	91%	2,250.00	-	2,275.00
599	16305	Electrical 4th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	-	0%	10,000.00	-	-
600	16000	APCG Construction Contractor Fee	518,315.00	480,135.40	55,601.90	-	-	-	535,737.30	81%	336,957.84	3,999.72	53,573.74
601	16000	Allowance											
602	2000	Landscaping	60,000.00	-	-	-	-	-	-	0%	60,000.00	-	-
603	3100	Reinforcing Steel Labor	210,000.00	209,880.00	-	-	-	-	209,880.00	100%	120.00	-	20,988.00
604	3100	Reinforcing Steel Material	419,123.75	419,123.75	-	-	-	-	419,123.75	100%	-	-	41,912.38
605	3240	Concrete Expansion Control	127,800.00	123,600.00	-	-	-	-	123,600.00	100%	-	-	12,360.00
606	3310	Concrete Place Footings	160,000.00	160,000.00	-	-	-	-	160,000.00	100%	-	-	16,000.00
607	3310	Concrete Form and Place Walls	200,000.00	200,000.00	-	-	-	-	200,000.00	100%	-	-	20,000.00
608	3310	Concrete Form and Place Columns	25,000.00	25,000.00	-	-	-	-	25,000.00	100%	-	-	2,500.00
609	3310	Concrete Place Slab on Grade	150,000.00	150,000.00	-	-	-	-	150,000.00	100%	-	-	15,000.00
610	3310	Concrete Form and Place Slab	390,000.00	390,000.00	-	-	-	-	390,000.00	100%	-	-	39,000.00
611	3310	Lt. Weight Concrete, Sundeck	140,887.50	23,000.00	-	-	-	-	23,000.00	16%	106,887.50	-	2,300.00
612	3410	Precast Concrete 1st Floor (Garage)	150,000.00	-	-	75,231.25	75,231.25	75,231.25	50%	74,768.75	2,593.13	5,523.13
613	3410	Precast Concrete 2nd Floor (Garage)	150,000.00	-	-	75,231.25	75,231.25	75,231.25	50%	74,768.75	2,593.13	5,523.13
614	3410	Precast Concrete 3rd Floor (Garage)	150,000.00	-	-	75,231.25	75,231.25	75,231.25	50%	74,768.75	2,593.13	5,523.13
615	3410	Precast Concrete 4th Floor (Garage)	150,000.00	-	-	75,231.25	75,231.25	75,231.25	50%	74,768.75	2,593.13	5,523.13

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614	6150	Masonry-Other	249,300.00	236,134.00	12,485.00	-	-	248,619.00	100%	711.00	1,246.50	34,653.90
615	6160	Masonry-Thin Brick Veneer	319,709.00	-	-	-	-	-	0%	319,709.00	-	-
616	6415	Granite / Marble / Shower Pans	100,000.00	-	11,615.00	-	-	11,615.00	12%	88,485.00	1,161.50	1,161.50
617	6100	Miscellaneous Steel	91,000.00	-	-	-	-	-	0%	91,000.00	-	-
618	6100	Framing - 1st Level / Labor, Supply	198,015.00	198,015.00	-	-	-	198,015.00	100%	-	-	19,801.50
619	6105	Framing - 1st Level / Lumber, Hardware	345,915.00	345,915.00	-	-	-	345,915.00	100%	-	-	34,591.50
620	6105	Framing - 2nd Level / Labor, Supply	177,141.00	177,141.00	-	-	-	177,141.00	100%	-	-	17,714.10
621	6105	Framing - 2nd Level / Lumber, Hardware	229,547.00	229,547.00	-	-	-	229,547.00	100%	-	-	22,954.70
622	6105	Framing - 3rd Level / Labor, Supply	177,141.00	177,141.00	-	-	-	177,141.00	100%	-	-	17,714.10
623	6105	Framing - 3rd Level / Lumber, Hardware	226,039.00	226,039.00	-	-	-	226,039.00	100%	-	-	22,603.90
624	6105	Framing - 4th Level / Labor, Supply	182,032.00	182,032.00	-	-	-	182,032.00	100%	-	-	18,203.20
625	6105	Framing - 4th Level / Lumber, Hardware	146,841.00	146,841.00	-	-	-	146,841.00	100%	-	-	14,684.10
626	6105	Framing - Roof Level / Labor, Supply	91,648.00	91,648.00	-	-	-	91,648.00	100%	-	-	9,164.80
627	6105	Framing - Roof Level / Lumber, Trusses	179,580.00	179,580.00	-	-	-	179,580.00	100%	-	-	17,958.00
628	6205	Finish Carpentry (Budget)	600,000.00	8,336.00	32,528.25	-	-	40,864.25	7%	559,135.75	3,252.83	4,086.43
629	7220	Insulation - Fire Caulking	91,000.00	5,595.00	37,545.00	-	-	43,140.00	48%	47,860.00	3,754.50	4,312.50
630	7320	Roofing	220,009.00	126,077.00	15,773.80	-	107,281.84	149,281.10	68%	70,156.90	1,577.38	14,928.11
631	7160	Waterproofing	68,475.00	45,966.73	-	-	-	45,189.73	78%	13,305.27	-	4,518.97
632	7240	Stucco	395,700.00	-	56,732.50	-	-	56,732.50	15%	337,967.50	5,673.25	5,673.25
633	8500	Windows - Aluminum Clad	254,000.00	226,172.00	-	-	6,179.00	232,172.00	94%	15,828.00	-	23,217.20
634	8250	Drywall Gypsboard	1,353,229.00	222,800.00	146,000.00	-	330,000.00	467,503.00	44%	585,556.00	14,600.00	46,750.00
635	9000	Painting	300,000.00	-	-	-	-	-	0%	300,000.00	-	-
636	9900	Painting	365,117.55	-	-	-	-	-	0%	365,117.55	-	-
637	11000	Appliances/Budget	112,000.00	-	-	-	-	-	0%	112,000.00	-	-
638	14200	Elevators	274,626.00	72,500.00	-	-	72,500.00	72,500.00	26%	202,126.00	-	7,250.00
639	1300	Miscellaneous Miscellaneous	12,000.00	10,500.00	-	-	-	10,500.00	84%	1,500.00	-	1,050.00
640	1330	Mechanical Submittals	1,125.00	1,125.00	-	-	-	1,125.00	100%	-	-	112.50
641	1330	Mechanical Permit Fees/Utility Connections	1,773.75	1,206.15	-	-	-	1,206.15	68%	567.60	-	120.62
642	1760	Mechanical Close-out Documents	1,500.00	-	-	-	-	-	0%	1,500.00	-	-
		Building 1										
643	15020	HVAC Permit	5,250.00	5,250.00	-	-	-	5,250.00	100%	-	-	525.00
644	15020	HVAC Pre-Rack/Low Set Poles	24,818.40	24,818.40	-	-	-	24,818.40	100%	-	-	2,481.84
645	15020	HVAC FAU Materials	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
646	15020	HVAC Roush Curb	19,694.72	-	5,923.68	-	-	5,923.68	30%	13,771.04	492.37	591.37
647	15020	HVAC Condenser Materials	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
648	15020	HVAC Set Condensers	9,538.96	-	9,538.96	-	-	9,538.96	60%	984.74	393.59	393.59
649	15020	HVAC Set Trim	5,923.68	-	-	-	-	-	0%	5,923.68	-	-
650	15020	HVAC Start-Up	5,923.68	-	-	-	-	-	0%	5,923.68	-	-
		Building 2										
651	15020	HVAC Pre-Rack/Low Set Poles	24,818.40	24,818.40	-	-	-	24,818.40	100%	-	-	2,481.84
652	15020	HVAC FAU Materials	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
653	15020	HVAC Roush Curb	19,694.72	-	-	-	-	-	0%	19,694.72	-	-
654	15020	HVAC Condenser Materials	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
655	15020	HVAC Set Condensers	9,538.96	-	9,538.96	-	-	9,538.96	60%	984.74	393.59	393.59
656	15020	HVAC Set Trim	5,923.68	-	-	-	-	-	0%	5,923.68	-	-
657	15020	HVAC Start-Up	5,923.68	-	-	-	-	-	0%	5,923.68	-	-
		Building 3										
658	15020	HVAC Pre-Rack/Low Set Poles	24,818.40	24,818.40	-	-	-	24,818.40	100%	-	-	2,481.84
659	15020	HVAC FAU Materials	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
660	15020	HVAC Roush Curb	19,694.72	-	-	-	-	-	0%	19,694.72	-	-
661	15020	HVAC Condenser Materials	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
662	15020	HVAC Set Condensers	9,538.96	-	9,538.96	-	-	9,538.96	60%	984.74	393.59	393.59
663	15020	HVAC Set Trim	5,923.68	-	-	-	-	-	0%	5,923.68	-	-
664	15020	HVAC Start-Up	5,923.68	-	-	-	-	-	0%	5,923.68	-	-
		Building 4										
665	15020	HVAC Pre-Rack/Low Set Poles	24,818.40	24,818.40	-	-	-	24,818.40	100%	-	-	2,481.84
666	15020	HVAC FAU Materials	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
667	15020	HVAC Roush Curb	19,694.72	-	-	-	-	-	0%	19,694.72	-	-
668	15020	HVAC Condenser Materials	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
669	15020	HVAC Set Condensers	9,538.96	-	9,538.96	-	-	9,538.96	60%	984.74	393.59	393.59
670	15020	HVAC Set Trim	5,923.68	-	-	-	-	-	0%	5,923.68	-	-
671	15020	HVAC Start-Up	5,923.68	-	-	-	-	-	0%	5,923.68	-	-

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Bid Items	Sub Contract											
		Div 15 Mechanical Plumbing										
670	15050	HVAC Pre-Fabricated Sal Piping	31,644.47	7,902.22	7,902.22	-	-	15,844.44	50%	15,844.43	792.22	1,584.44
671	15050	HVAC Fab Materials	29,261.13	29,961.13	-	-	-	29,961.13	100%	-	-	2,939.11
672	15050	HVAC Round Duct	25,361.13	-	-	-	-	-	0%	25,361.13	-	-
673	15050	HVAC Condensor Materials	25,361.13	-	-	-	-	-	0%	25,361.13	-	-
674	15050	HVAC Sal Condensate	9,237.78	-	-	-	-	-	0%	9,237.78	-	-
675	15050	HVAC Sal Tiel	9,237.78	-	-	-	-	-	0%	9,237.78	-	-
676	15050	HVAC Startup	9,237.78	-	-	-	-	-	0%	9,237.78	-	-
		Plumbing Rough-In for Owner Supplied Equipment										
677	15010	Plumbing Permit	9,535.00	8,598.36	-	-	-	8,598.36	90%	136.78	-	936.64
678	15010	Plumbing Excavation and Backfill	35,400.00	31,152.00	-	-	-	31,152.00	88%	1,248.00	-	4,119.96
679	15010	Plumbing W/S Sanitary Piping	29,935.00	26,418.30	-	-	-	26,418.30	88%	316.78	-	3,041.92
680	15010	Plumbing W/S Storm Piping	6,285.00	5,158.00	-	-	-	5,158.00	82%	126.78	-	613.22
681	15010	Plumbing Fire Cast Escutcheons - Penetration	84,135.00	8,905.46	-	-	-	8,905.46	11%	79,189.96	-	959.54
		Plumbing Rough-In for Owner Supplied Equipment										
682	15010	Plumbing W/S Waste & Vent	79,083.00	69,436.35	3,192.78	-	-	71,631.14	88%	1,491.96	219.28	7,163.11
683	15010	Plumbing Drains / Conlers	7,232.00	6,870.89	216.68	-	-	7,087.57	98%	144.62	21.70	708.73
684	15010	Plumbing Sleeves and Inserts	48,982.00	33,180.65	1,578.89	-	-	34,663.54	71%	1,318.28	157.89	3,496.57
685	15010	Plumbing W/S Storm Piping	19,478.00	17,852.20	554.28	-	-	18,106.48	93%	385.50	55.43	1,810.05
686	15010	Plumbing W/S Domestic Water	79,331.00	75,284.40	2,378.00	-	-	77,734.39	98%	1,586.93	237.80	7,774.44
687	15010	Plumbing W/S Gas Piping	31,671.00	28,617.45	930.13	-	-	30,449.58	96%	621.42	93.21	3,043.98
688	15010	Plumbing Tubs & Handicaps	37,910.00	30,706.00	3,704.00	-	-	34,494.00	91%	2,556.00	370.40	3,568.40
689	15010	Plumbing Fixtures	55,513.00	11,102.60	-	-	-	11,102.60	20%	44,410.40	-	1,110.26
690	15010	Plumbing Equipment	15,975.00	7,987.50	-	-	-	7,987.50	50%	7,987.50	-	799.75
691	15010	Plumbing Condensate Piping	5,554.00	5,005.60	444.72	-	-	5,472.32	99%	111.68	44.67	547.23
692	15010	Plumbing Testing	8,906.00	4,711.30	3,422.40	-	-	8,333.70	89%	456.30	342.24	913.77
693	15010	Plumbing Identification	2,313.00	-	-	-	-	-	0%	2,113.00	-	-
694	15010	Plumbing Isolation - Firestop - Fire Protection	97,620.00	92,979.00	4,048.00	-	-	96,927.00	99%	19,043.00	404.80	9,692.70
		Plumbing Rough-In for Owner Supplied Equipment										
695	15010	Plumbing A/G Waste & Vent	73,593.00	69,439.56	2,192.78	-	-	71,631.14	98%	1,491.96	219.28	7,163.11
696	15010	Plumbing Drains / Conlers	7,232.00	6,870.89	216.68	-	-	7,087.57	98%	144.62	21.70	708.73
697	15010	Plumbing A/G Storm Piping	18,978.00	16,958.82	1,578.89	-	-	18,106.48	95%	385.50	157.89	1,810.05
698	15010	Plumbing A/G Domestic Water	79,331.00	73,387.00	3,348.40	-	-	76,734.39	96%	1,586.93	334.80	7,774.44
699	15010	Plumbing A/G Gas Piping	31,671.00	29,468.80	1,020.65	-	-	30,489.45	96%	1,580.95	306.07	3,043.98
700	15010	Plumbing Tubs & Handicaps	37,910.00	29,829.20	7,408.20	-	-	37,238.00	98%	3,784.00	740.82	3,568.40
701	15010	Plumbing Fixtures	55,513.00	-	-	-	-	-	0%	29,513.00	-	-
702	15010	Plumbing Equipment	15,975.00	7,987.50	-	-	-	7,987.50	50%	7,987.50	-	799.75
703	15010	Plumbing Condensate Piping	5,554.00	5,005.60	444.72	-	-	5,472.32	99%	111.68	44.67	547.23
704	15010	Plumbing Testing	8,906.00	4,711.30	3,422.40	-	-	8,333.70	89%	456.30	342.24	913.77
705	15010	Plumbing Identification	2,113.00	-	-	-	-	-	0%	2,113.00	-	-
706	15010	Plumbing Isolation - Firestop - Fire Protection	97,620.00	92,979.00	4,048.00	-	-	96,927.00	99%	19,043.00	404.80	9,692.70
		Plumbing Rough-In for Owner Supplied Equipment										
707	15010	Plumbing A/G Waste & Vent	73,593.00	68,720.76	2,847.44	-	-	71,631.14	98%	1,491.96	284.72	7,163.11
708	15010	Plumbing Drains / Conlers	7,232.00	6,758.00	1,494.89	-	-	8,470.28	85%	361.62	108.45	708.73
709	15010	Plumbing A/G Storm Piping	18,978.00	11,995.00	6,542.84	-	-	18,538.30	80%	1,247.62	261.42	1,885.56
710	15010	Plumbing A/G Domestic Water	79,331.00	58,591.72	18,896.32	-	-	77,382.96	98%	1,948.43	1,889.63	7,796.38
711	15010	Plumbing A/G Gas Piping	31,671.00	26,128.15	3,787.75	-	-	29,915.90	94%	3,755.10	378.78	3,043.98
712	15010	Plumbing Tubs & Handicaps	37,910.00	22,204.00	7,404.00	-	-	29,608.00	78%	8,302.00	740.40	3,568.40
713	15010	Plumbing Fixtures	55,513.00	11,102.60	-	-	-	11,102.60	20%	44,410.40	-	1,110.26
714	15010	Plumbing Equipment	15,975.00	2,396.25	-	-	-	2,396.25	15%	13,578.75	-	239.63
715	15010	Plumbing Condensate Piping	5,554.00	5,005.60	349.72	-	-	5,477.32	99%	111.68	34.97	547.23
716	15010	Plumbing Testing	8,906.00	3,854.70	2,669.85	-	-	6,524.55	73%	2,141.30	266.98	652.45
717	15010	Plumbing Identification	2,113.00	-	-	-	-	-	0%	2,113.00	-	-
718	15010	Plumbing Isolation - Firestop - Fire Protection	97,620.00	79,431.00	4,048.00	-	-	83,479.00	84%	10,249.00	404.80	9,762.10

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BUILDING #2 Continued

		PLUMBING										
719	15010	Plumbing A/G Waste & Vent	73,000.00	63,366.15	18,273.93	-	-	69,436.35	95%	3,651.65	1,877.93	5,943.84
720	15010	Plumbing Floating Condoms	7,232.60	5,963.70	1,809.13	-	-	6,620.89	95%	361.87	180.81	892.68
721	15010	Plumbing A/G Storm Piping	15,670.00	12,932.20	3,918.00	-	-	17,552.20	95%	923.80	461.90	1,755.10
722	15010	Plumbing A/G Domestic Water	79,331.60	65,531.70	19,832.73	-	-	72,364.45	95%	3,966.55	1,983.72	7,938.45
723	15010	Plumbing A/G Gas Piping	31,071.00	-	27,963.90	-	-	27,963.90	90%	3,107.10	2,795.39	2,795.39
724	15010	Plumbing Toilet & Hardware	37,040.00	29,724.00	11,113.00	-	-	33,306.00	90%	3,704.00	1,111.20	3,333.80
725	15010	Plumbing Fixtures	55,613.00	33,102.60	-	-	-	33,102.60	60%	44,410.40	-	1,110.25
726	15010	Plumbing Equipment	13,678.00	8,792.50	-	-	-	8,792.50	64%	11,152.45	-	428.25
727	15010	Plumbing Compressed Piping	9,986.00	5,005.00	465.72	-	-	5,472.52	55%	511.66	44.87	541.73
728	15010	Plumbing Testing	5,558.00	3,436.40	3,629.40	-	-	8,852.80	80%	1,713.20	342.64	685.36
729	15010	Plumbing Identification	2,113.00	-	-	-	-	-	0%	2,113.00	-	-
730	15010	Plumbing Insulation - Fiberglass - Fire Protection	97,670.00	84,666.00	5,348.00	-	-	89,346.00	91%	8,324.00	404.50	5,654.50
		ELECTRICAL										
731	16000	Electrical Engineering	29,350.00	22,099.80	-	-	-	29,099.80	99%	7,353.20	-	2,203.65
732	16000	Electrical Mobilization	15,840.00	13,840.00	-	-	-	15,840.00	100%	-	-	1,664.00
733	16000	Electrical Office Trailer/Permit	21,800.00	12,493.00	-	-	-	12,493.00	54%	10,307.00	-	1,249.30
734	16000	Electrical Prot Engineer, CAD, Prot Assistant	14,250.00	8,735.00	-	-	-	8,735.00	61%	5,515.00	-	873.50
735	16000	Electrical Permits	13,350.00	8,930.00	-	-	-	8,930.00	36%	8,420.00	-	893.00
736	16000	Electrical Submittals	1,900.00	1,900.00	-	-	-	1,900.00	100%	-	-	190.00
737	16000	Electrical Supervision/Planning/Coordination	22,800.00	21,600.00	-	-	-	21,600.00	95%	1,200.00	-	2,160.00
738	16000	Electrical Unit Fixture Package	106,000.00	53,436.00	-	-	-	53,436.00	50%	52,564.00	-	5,343.60
739	16000	Electrical Distribution Package	83,000.00	75,000.00	-	-	-	75,000.00	90%	8,000.00	-	7,500.00
740	16000	Electrical Low Voltage Systems (FA, CCTV, CA, etc.)	93,928.00	45,606.50	5,936.00	-	-	92,764.00	98%	41,164.00	992.50	9,274.40
741	16000	Electrical Underslab Branch Conduit & Wire	85,000.00	76,950.00	-	-	-	77,950.00	92%	8,050.00	-	7,650.00
742	16000	Electrical Gateway & 1st Floor deck-and-duct	400,000.00	280,000.00	-	-	-	365,000.00	95%	20,000.00	-	36,000.00
743	16000	Electrical 1st Floor Rough Walls/Ceilings	75,000.00	67,750.00	-	-	-	67,750.00	90%	7,250.00	-	6,775.00
744	16000	Electrical 1st Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
745	16000	Electrical 2nd Floor Rough Walls/Ceilings	75,000.00	67,750.00	-	-	-	67,750.00	90%	7,250.00	-	6,775.00
746	16000	Electrical 2nd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
747	16000	Electrical 3rd Floor Rough Walls/Ceilings	75,000.00	67,750.00	-	-	-	67,750.00	90%	7,250.00	-	6,775.00
748	16000	Electrical 3rd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
749	16000	Electrical 4th Floor Rough Walls/Ceilings	75,000.00	67,750.00	-	-	-	67,750.00	90%	7,250.00	-	6,775.00
750	16000	Electrical 4th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
751	1000	GPOC Construction Contractor Fee	874,315.00	396,514.97	42,507.75	-	-	539,022.75	62%	324,992.25	4,280.75	53,902.28
GRADING CHANGE ORDERS												
752	2530	GRADING CO #0001 - Grease Creek Feed & Sea York	58,208.39	-	-	53,377.49	53,377.49	53,377.49	92%	5,030.90	2,669.87	2,669.87
753	2530	GRADING CO #0002 - Fire Hydrant Permit	446.78	446.78	-	-	-	446.78	100%	-	-	22.34
754	2530	GRADING CO #0003 - Revisions Utility Sheets 11/14/07	88,338.72	883.39	69,787.56	-	-	70,670.95	80%	17,667.73	3,533.55	3,533.55
755	2530	GRADING CO #0004 - Encroachment Permit	452.81	452.81	-	-	-	452.81	100%	-	-	22.64
756	2530	GRADING CO #0005.1 - WHG Pipe 11.40 SF	394,330.13	-	307,577.50	-	-	307,577.50	78%	86,752.63	15,375.05	15,378.88
BUILDING CHANGE ORDERS												
757	7510	BUILDING CO #0001 Additional Fireproofing BT	14,247.45	-	14,247.45	-	-	14,247.45	100%	-	1,424.75	1,424.75
758	5100	BUILDING CO #0002 Add'l. Reinforcing Bottom Mat BT	106,514.35	-	106,514.35	-	-	106,514.35	100%	-	10,651.44	10,651.44
759	3300	BUILDING CO #0003 Area Walls BS and BS	72,877.35	-	72,877.35	-	-	72,877.35	100%	-	7,287.74	7,287.74
760	5100	BUILDING CO #0005 Top Mat Rebar BT	123,965.10	-	123,965.10	-	-	123,965.10	100%	-	12,396.51	12,396.51
761	5100	BUILDING CO #0007.1 Structural Steel Changes BT	318,498.80	-	318,498.80	-	-	318,498.80	100%	-	31,849.88	31,849.88
762	3300	BUILDING CO #0008 Concrete Change 4k and 5k BT	27,573.00	-	27,573.00	-	-	27,573.00	100%	-	2,757.30	2,757.30
763	16000	BUILDING CO #0010.1 Electrical Changes (Delta 3)	381,486.84	-	150,743.42	-	-	390,743.42	50%	190,743.42	19,074.34	19,074.34
764	5100	BUILDING CO #0011 Wood Framing Changes BS/3	738,691.85	-	182,083.08	-	-	182,083.08	22%	574,595.39	18,208.34	18,208.34
765	15020	BUILDING CO #0012 HVAC Thru Delta 5 BS	355,811.10	-	78,903.77	-	-	78,903.77	22%	276,706.33	7,890.26	7,890.25
766	15020	BUILDING CO #0013.1 HVAC Changes Thru Delta 3 BS/3	362,977.87	-	90,744.47	-	-	90,744.47	25%	272,233.40	9,074.44	9,074.44
767	5100	BUILDING CO #0014 (661 Poles Less Added BT Bldg	10,994.05	-	10,994.05	-	-	10,994.05	100%	-	1,099.41	1,099.41
768	5100	BUILDING CO #0015 Type D Headers BS/3	10,946.70	-	10,946.70	-	-	10,946.70	100%	-	1,094.67	1,094.67

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BUILDING CHANGE ORDERS Continued												
792	5100	BUILDING CO 00015 RC6230 Sheet Wall Penetration	17,756.55	-	17,756.55	-	-	17,756.55	100%	-	1,775.66	1,775.66
793	5100	BUILDING CO 00018 Pool Reinforcing Redesign B7	2,628.00	-	2,628.00	-	-	3,505.00	100%	-	262.50	262.50
794	5100	BUILDING CO 00020 Change in Low Soffeys	23,577.75	-	23,577.75	-	-	23,577.75	100%	-	2,357.78	2,357.78
795	5100	BUILDING CO 00021 Rebar Changes B7	9,783.90	-	9,783.90	-	-	9,783.90	100%	-	978.39	978.39
796	5100	BUILDING CO 00025 Masonry Delta 3 B6/5	10,500.00	-	10,500.00	-	-	10,500.00	100%	-	1,050.00	1,050.00
797	15000	BUILDING CO 00026 Electric Delta 3 B7	73,359.00	-	18,348.75	-	-	18,348.75	25%	55,010.25	1,834.88	1,834.88
798	15010	BUILDING CO 00025 Plumbing Delta 5 Changes B2	127,907.86	-	95,930.89	-	-	95,930.89	75%	31,976.89	9,593.09	9,593.09
799	15010	BUILDING CO 00027 Plumbing Delta 5 Changes B3	127,907.86	-	95,930.89	-	-	95,930.89	75%	31,976.89	9,593.09	9,593.09
800	15010	BUILDING CO 00028 Plumbing Delta 5 Changes B7	480,739.32	-	123,683.64	-	-	122,683.64	25%	358,051.61	12,268.36	12,268.36
801	15000	BUILDING CO 00029 Electrical Options B8	44,138.79	-	26,699.27	-	-	26,699.27	60%	17,739.52	2,669.93	2,669.93
802	15000	BUILDING CO 00031 Electrical Options B9	47,063.92	-	25,238.11	-	-	26,238.11	80%	18,825.81	2,623.81	2,623.81
803	15010	BUILDING CO 00033 Plumbing Options B9	44,817.62	-	11,004.38	-	-	11,004.38	25%	33,813.24	1,100.44	1,100.44
804	15010	BUILDING CO 00034 Plumbing Options B5	50,544.71	-	10,536.18	-	-	10,536.18	25%	31,905.53	1,053.62	1,053.62
805	15000	BUILDING CO 00036 Electrical CT Soffit B5/6	97,950.80	-	34,776.00	-	-	34,776.00	60%	23,194.80	3,477.60	3,477.60
806	5100	BUILDING CO 00037 B6 & B8 Option Changes	19,526.31	-	19,526.31	-	-	19,526.31	100%	-	1,952.63	1,952.63
807	5100	BUILDING CO 00038 Cable Hand Rail Opt B6 & B8	17,232.75	-	-	-	-	-	0%	17,232.75	-	-
808	11000	BUILDING CO 00039.1 Building 8 & 9 Fireplaces	16,580.70	-	-	-	-	-	0%	16,580.70	-	-
809	15000	BUILDING CO 00042 Electrical Changes Delta 3	99,727.81	-	24,931.95	-	-	24,931.95	25%	74,795.86	2,493.20	2,493.20
810	15000	BUILDING CO 00043 Electrical Changes Delta 5	190,594.47	-	47,648.62	-	-	47,648.62	25%	142,945.85	4,764.86	4,764.86
811	15000	BUILDING CO 00047 Building 5 & 9 Low Voltage	90,694.23	-	-	-	-	-	0%	90,694.23	-	-
812	5100	BUILDING CO 00048 Building 5 & 9 Closet Organizers	16,892.69	-	-	-	-	-	0%	16,892.69	-	-
813	15000	BUILDING CO 00046 Building 7 Electrical Upgrades	26,836.58	-	-	-	-	-	0%	26,836.58	-	-
814	10500	BUILDING CO 00022 Bldg 8 & 9 Shower Doors & Mirrors	19,740.58	-	-	-	-	-	0%	19,740.58	-	-
		TOTAL CONTRACT PHASE 1:	53,554,239.61	42,811,792.44	6,300,231.63	979,927.64	3,769,689.76	49,883,361.61	69%	23,671,520.09	704,635.79	4,742,574.81

JA000277

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

CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name:	ManhattanWest Phase I
Property Location:	Russell Road & I-215
Undersigned's Customer:	Gemstone Development West Inc.
Inv./Pmt Application No:	Application #9 (June 2008)
Payment Amount:	$6,566,720.38

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 the 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 laborers, subcontractors, materialmen and suppliers for all work, materials or equipment that are the subject of the waiver and release.

Dated: 7/16/09

APCO Construction

By: [signature]

Its: Division Manager/Treasurer

EXHIBIT G

EXHIBIT G

GEMSTONE DEVELOPMENT WEST

August 6, 2008

Randy Nickerl
APCO Construction
3432 N. 5th Street
Las Vegas, NV 89032

RE: June Progress Payment – NRS 624 Notice

Randy:

Pursuant to the General Construction Agreement for GMP, dated September 6, 2007 (the "Agreement"), between Gemstone Development West, Inc. ("Gemstone") and Asphalt Products Corporation ("APCO"), on July 18, 2008, APCO submitted a progress payment for June 2008 (the "June Progress Payment"). The June Progress Payment requested the (a) approval of $4,468,127.10 in change orders and (b) payment of $2,241,095.45 in change orders. Based on subsequent negotiations with the subcontractors and a meeting between Gemstone and APCO on August 4, 2008, it was determined by Gemstone and APCO that the June Progress Payment was actually requesting the (a) approval of $3,899,709.52 in change orders and (b) payment of $2,500,638.60 in change orders. These changes represent revised numbers from the subcontractors and do not reflect any evaluation of such change orders by Gemstone.

After taking the above changes into consideration, pursuant to Section 624.609(3) of the Nevada Revised Statutes and Sections 5.05(d) and 5.05(f)(vii) of the Agreement, APCO is hereby given notice that Gemstone will withhold $1,770,444.28 from the June Progress Payment (the "Withheld Amount) in addition to the 10% retainage already being withheld. The Withheld Amount represents all unapproved change order requests included in the June Progress Payment. Specifically, a detailed breakdown of the amount being withheld is attached to this letter as Exhibit A (the "Withholding Breakdown").

Gemstone is withholding the Withheld Amount for the reasons set forth in the Withholding Breakdown as well as its prior letters to APCO. Specifically, the following letters support the withholdings:

1. Letter from Holland & Hart to James Barker, dated July 23, 2008, regarding the Redlines, Project Manual, and "Missing 36 Pages" in the GMP (the "Three Issues Letter");

2. Letter from Holland & Hart to James Barker, dated July 24, 2008, regarding rejected change order requests and 30 day responses per 624.610; and

3. Letter from Holland & Hart to James Barker, dated July 25, 2008, regarding 624.610 Withholding.

These letters set forth the specific reasons for the withholding in detail and are therefore incorporated by reference. Copies of the letters are also enclosed for your reference.

Please feel free to contact me with any questions.

Sincerely,

Gemstone Development West, Inc.

Alexander Edelstein
Chief Executive Officer

Exhibit A
Withholding Breakdown

#	Change Order	Amount Withheld
781*	BUILDING CO 00002 Add'L Reinforcing Bottom Mat B7	$108,514.35
782*	BUILDING CO 00005 Area Wells B8 and B9	$72,877.35
783*	BUILDING CO 00006 Top Mat Rebar B7	$123,965.10
784*	BUILDING CO 00007.1 Structural Steel Changes B7	$318,498.60
785*	BUILDING CO 00008 Concrete Change 4k psi to 5k B7	$27,573.00
786**	BUILDING CO 00010.1 Electrical Changes (Delta 2)	$134,615.78
787^	BUILDING CO 00011 Wood Framing Changes B8/9	$36,014.09
790*	BUILDING CO 00014 Add'l Rebar Laps Added All Bldgs	$10,984.05
791^^	BUILDING CO 00015 Type Q Headers B8/9	$10,640.70
792^^	BUILDING CO 00016 RFI#226 Shear Wall Penetration	$17,756.55
793*	BUILDING CO 00018 Pool Reinforcing Redesign B7	$2,625.00
794*	BUILDING CO 00020 Change in Lap Splices	$23,577.75
795*	BUILDING CO 00021 Rebar Changes B7	$9,783.90
797***	BUILDING CO 00025 Electric Delta 3 B7	$18,348.75
798^^	BUILDING CO 00026 Plumbing Delta 5 Changes B2	$561,039.66
799^^	BUILDING CO 00027 Plumbing Delta 5 Changes B3	$252,521.25
800^^	BUILDING CO 00028 Plumbing Delta 5 Changes B7	$41,108.40
	Total:	$1,770,444.28

*Change Orders 781-785; 790; and 793-795 were all properly rejected by Gemstone, but despite Gemstone's repeated requests for revisions, APCO has failed to resubmit the requested revised change orders. As recently as the August 4, 2008 meeting, Gemstone requested a simple explanation of APCO's position on such change orders, but, despite a promise to provide such position by the end of business on Tuesday, August 5, 2008, no such response was delivered by APCO.

**Change Order 786 does not contain the back-up necessary to evaluate its contents. Pursuant to Helix Electrical, such back-up cannot be provided until next week; however, Helix Electrical will move forward with the work set forth in such change order.

^Change Order 787 contains a claim by APCO that certain work is not included in the GMP because such work is only set forth on drawings that were added to the Contract Documents after June 1, 2007. Pursuant to the Three Issues Letter, Gemstone cannot evaluate this claim without further explanation from APCO and has requested a meeting for August 7, 2008 to obtain such explanation.

^^As was determined at the August 4, 2008 meeting, Change Orders 791, 792, 798, 799, and 800 contain miscalculations that will require their resubmission. Pursuant to Interstate Plumbing and Zitting Brothers, they will move forward with the work set forth in such change orders while the miscalculations are corrected.

***Change Order 797 is a duplicate of Change Order 42 and must be withdrawn.

EXHIBIT H

EXHIBIT H

APCO CONSTRUCTION
9432 N. 5th Street • North Las Vegas, NV 89032
Phone: (702) 734-0196 • Fax: (702)734-0396
E-mail: apcoconstruction.com • NCL: 14568

August 11, 2008

VIA FACSIMILE (702-614-0669)
AND CERTIFIED MAIL

Mr. Alexander Edelstein, CEO
Gemstone Development
9121 W. Russell Road, Suite 117
Las Vegas, Nevada 89148

RE: MANHATTAN WEST MIXED USE DEVELOPMENT
APCO CONSTRUCTION - NOTICE OF INTENT TO STOP WORK
DEADLINE: CLOSE OF BUSINESS, THURSDAY, AUGUST 21, 2008

Dear Mr. Edelstein:

On July 18, 2008, APCO Construction submitted its Progress Payment for June 2008 pursuant to the terms of the General Construction Agreement for GMP, dated September 6, 2007, in the amount of $6,566,720.38. This number has since been adjusted on your submittal to the lender to reflect $5,409,029.42 currently due APCO Construction. We understand this number reflects certain upward adjustments to change orders made after the Progress Payment was submitted on July 18, 2008. Pursuant to NRS 624.609(1), this payment was due on or before August 8, 2008. By way of a good faith agreement extended by APCO Construction to Peter Smith, this deadline was extended for three (3) days as a result of what were intended to be "good faith" efforts to fully resolve certain change order issues. While APCO Construction does not feel at this time that Gemstone participated in good faith, we will nevertheless honor our commitment to you to extend the deadline. Accordingly, and pursuant to the aforementioned statute and agreement, deadline for payment of the June Progress Payment was close of business Monday, August 11, 2008.

As a reminder, NRS 624.609 provides that:

> 1. Except as otherwise provided in subsections 2 and 4 and subsection 4 of NRS
> 624.622, if an owner of real property enters into a written or oral agreement with a prime contractor for the performance of work or the provision of materials or equipment by the prime contractor, the owner must:
> (a) Pay the prime contractor on or before the date a payment is due pursuant to a schedule for payments established in a written agreement; or
> (b) If no such schedule is established or if the agreement is oral, pay the prime contractor within 21 days after the date the prime contractor submits a request for payment.

Progress Payments are addressed in Section 5.05 of the General Construction Agreement for GMP. While Section 5.05 discusses the process for making and approving progress payments, there is no payment schedule set forth in the Agreement. Accordingly, pursuant to NRS 624.609(1)(b), payment was due to APCO within 21 days, plus the 3-day extension, of its request for payment (again, no later than August 11, 2008). To date, no payment has been made.

In review of your August 6, 2008 correspondence you have provided a "withholding breakdown" wherein you have given notice of your intent to withhold $1,770,444.28, allegedly pursuant to NRS 624.609(3) and Section 5.05(d) and 5.05(f)(vii) of the Agreement.

Unfortunately, and as has become the recurring practice of Gemstone, you have once again grossly and incorrectly misapplied not only the clear meaning of NRS 624.609(3), but also Section 5.05(d) of your own Agreement.

Specifically, NRS 624.609(3) states:

> 3. If, pursuant to subparagraph (2) or (3) of paragraph (a) of subsection 2 or paragraph (b) of subsection 2, an owner intends to withhold any amount from a payment to be made to a prime contractor, the owner must give, on or before the date the payment is due, a written notice to the prime contractor of any amount that will be withheld. The written notice of withholding must:
>
> (a) Identify the amount of the request for payment that will be withheld from the prime contractor.
>
> (b) Give a reasonably detailed explanation of the condition or the reason the owner will withhold that amount, including, without limitation, a specific reference to the provision or section of the agreement, and any documents relating thereto, and the applicable building code, law or regulation with which the prime contractor has failed to comply; and
>
> (c) Be signed by an authorized agent of the owner.

While you have met the "technical" requirements enumerated in 3(a)(b) and (c), you failed to recognize that this Section is only applicable if it is being applied pursuant to subparagraph (2) or (3) of subsection 2 or paragraph (b) of subsection 2.

For reference, those sections state as follows:

> 1. If an owner has complied with subsection 3, the owner may:
>
> (a) Withhold from any payment to be made to the prime contractor:

(1) A retention amount that, if the owner is authorized to withhold a retention amount pursuant to the agreement, must not exceed 10 percent of the amount of the payment to be made;
(2) An amount equal to the sum of the value of:
(I) Any work or labor that has not been performed or materials or equipment that has not been furnished for which payment is being sought, unless the agreement otherwise allows or requires such a payment to be made; and
(II)Costs and expenses reasonably necessary to correct or repair any work which is the subject of the request for payment and which is not materially in compliance with the agreement to the extent that such costs and expenses exceed 50 percent of the retention amount withheld pursuant to paragraph (1); and
(3) The amount the owner has paid or is required to pay pursuant to an official notice from a state agency or employee benefit trust fund, for which the owner is or may reasonably be liable for the prime contractor or his lower-tiered subcontractors in accordance with Chapter 608, 612, 616A to 616D, inclusive, or 617 of NRS; and
(b) Require as a condition precedent to the payment of any amount due, lien releases furnished by the prime contractor and his lower-tiered subcontractors and suppliers in accordance with the provisions of paragraphs (a) and (c) of subsection 5 of NRS 108.2457.

We see nothing within your Notice which indicates APCO Construction has failed to perform any work, or provide materials in compliance with the Agreement, nor any documentation supporting, "costs and expenses reasonably necessary to correct or repair any work which is the subject of the request for payment". Likewise, you have advanced no documentation showing that you have paid, or are required to pay a state agency or employee benefit trust fund on APCO Construction's behalf.

Quite simply, your reliance upon NRS 624.609(3) as referenced in your August 6, 2008 Notice is not only misguided, but totally without merit.

As to your reliance on Section 5.05(d) of the Agreement, we find nothing within your August 6, 2008 Notice which documents, much less even remotely supports the applicability of any subsection of 5.05(d) of the Agreement. Your reliance on this contractual provision, like your reliance on NRS 624.609(3), is misguided and without merit.

Finally, your reliance on Section 5.05(f)(vii) is applicable to only a limited number of submitted change orders. That section provides:

> (f) **Subject to other provisions of the Contract Documents, the amount of each Progress Payment shall be computed as follows:**
> **(vii) subtract amounts, if any, (A) for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the AIA General Conditions or (B) that are disputed by Developer.**

APCO Construction recognizes Gemstone's contractual right to withhold from the Progress Payment any and all amounts to which it has a legal right to dispute. To that end, the following change orders and amounts are acknowledged as being in dispute per your letter dated August 6, 2008, and subject to withholding from the June Progress Payment;

C.O. 10.1 -	$134,615.78
C.O. 15 -	$ 10,640.70
C.O. 16 -	$ 17,756.55
C.O. 25 -	$ 18,348.75
C.O. 26 -	$ 561,039.66
C.O. 27 -	$ 252,521.25
C.O. 28 -	$ 41,108.40
Total in Dispute:	$1,036,031.09

As has been previously submitted, and argued at length by both sides, APCO Construction is statutorily entitled to payment on any change order that Gemstone has not, within 30 days of submission, provided written notice of why the change order was unreasonable or explain why additional time or information was necessary to make a determination. Contrary to your belief, a vague and materially ambiguous email referencing unspecified change orders does not give rise to the clearly defined statutory requirements imposed upon Gemstone.

NRS 624.610 provides:

> 2. If:
>
> (a) An owner fails to pay the prime contractor in the time and manner required by subsection 1 or 4 of NRS 624.609;
>
> .....
>
> (c) After receipt of a notice of withholding given pursuant to subsection 3 or 4 of NRS 624.609, the prime contractor gives the owner written notice pursuant to subsection 4 of NRS 624.609 and thereby disputes in good faith and for reasonable cause the amount withheld or the condition or reason for the withholding; or
>
> (d) Within 30 days after the date that a written request for a change order is submitted by the prime contractor to the owner, the owner fails to:
>
> (1) Issue the change order; or

> **(2) If the request for a change order is unreasonable or does not contain sufficient information to make a determination, give written notice to the prime contractor of the reasons why the change order is unreasonable or explain that additional information and time are necessary to make a determination, the prime contractor may stop work after giving written notice to the owner at least 10 days before stopping work.**
>
> **. . .**
>
> **3. If an owner fails to issue a change order or give written notice to the prime contractor pursuant to the provisions of paragraph (d) of subsection 1:**
>
> **(a) The agreement price must by increased by the amount sought in the request for a change order;**
>
> **(b) The time for performance must be extended by the amount sought in the request for a change order;**
>
> **(c) The prime contractor may submit to the owner a bill or invoice for the labor, materials, equipment or services that are the subject of the request for a change order; and**
>
> **(d) The owner shall pay the prime contractor for such labor, materials, equipment or services with the next payment made to the prime contractor.**

While you have stated your belief that Gemstone will prevail on this issue based upon its strained interpretation of the statute and its presumed knowledge of the legislative intent of same, APCO affirmatively asserts its right to payment pursuant to the clear and unambiguous language of NRS 624.610(3). Accordingly, the following change orders are deemed accepted and shall be included in the June Progress Payment;

C.O. 2 -	$108,514.35
C.O. 5 -	$ 72,877.35
C.O. 6 -	$123,965.10
C.O. 7 -	$318,498.60
C.O. 8 -	$ 27,573.00
C.O. 11 -	$162,063.36
C.O. 14 -	$ 10,984.05
C.O. 18 -	$ 2,625.00
C.O. 20 -	$ 23,577.75
C.O. 21 -	$ 9,783.90
Total Approved Pursuant to NRS 624.610(3):	$860,462.46
Less retention:	$ 86,046.00
	$774,416.46

Based on the foregoing, APCO Construction recognizes Gemstone's authority to withhold from the June Progress Payment, pursuant to Section 5.05(f)(vii) of the Agreement, the amount of $1,036,031.09, which constitutes change orders which are legitimately disputed by Owner. No other withholdings are recognized. *As such, the correct amount of the June Progress Payment should be $6,183,445.24*. As of this date, Gemstone has failed and/or refused to pay the June Progress Payment.

THIS LETTER SHALL SERVE AS APCO'S NOTICE OF INTENT TO STOP WORK PURSUANT TO NRS 624.606 THROUGH NRS 624.630, INCLUSIVE, UNLESS APCO IS PAID THE TOTAL AMOUNT OF $6,183,445.24 FOR ITS WORK ON THE PROJECT.

IF APCO CONSTRUCTION HAS NOT BEEN PAID FOR PAYMENT NO. 9, OWNER CONSTRUCTION DRAW NO. 8, IN THE AMOUNT OF $6,183,445.24 BY CLOSE OF BUSINESS ON THURSDAY, AUGUST 21, 2008, APCO CONSTRUCTION RESERVES THE RIGHT TO STOP WORK ON THE PROJECT ANYTIME AFTER THAT DATE.

As we have previously demonstrated, APCO Construction will continue to work with Gemstone to resolve the various issues affecting this project, however we will not waive our right to stop work any time after August 21, 2008. We trust you will give this Notice appropriate attention.

Sincerely,

APCO CONSTRUCTION

JAMES M. BARKER, ESQ.
Corporate Counsel

cc: Peter Smith, Gemstone
Craig Colligan, Gemstone
Randy Nickerl
Joe Pelan
All Subcontractors

EXHIBIT I

EXHIBIT I

GEMSTONE DEVELOPMENT WEST

August 15, 2008

AUG 15 2008

APCO Construction
9:10 am

Via E-mail and Overnight Courier

Randy Nickerl
APCO Construction
3432 N. 5th Street
Las Vegas, NV 89032

RE: ManhattanWest Phase I Termination for Cause

Randy:

Pursuant to the ManhattanWest General Construction Agreement for GMP (the "Agreement"), dated September 6, 2007, between Gemstone Development West, Inc. ("Gemstone") and Asphalt Products Corporation ("APCO"), and the Grading Agreement (the "Grading Agreement"), dated April 17, 2007, between Gemstone and APCO, APCO is currently constructing Buildings 2, 3, 7, 8, and 9 of the Project ("Phase I"). Pursuant to the letter dated August 6, 2008, Gemstone previously removed Buildings 1, 4, 5, 6, 10, 11, and 12 of the Project ("Phase II") from APCO's scope of work effectively terminating the Agreement and the Grading Agreement with APCO for Phase II. Consequently, the current scope of the Agreement and the Grading Agreement only includes the completion of construction for Phase I.

Unless otherwise noted, all section references are to the Agreement. All capitalized terms used in Sections A and C of this letter that are not defined herein shall have the meaning ascribed to them in the Agreement. All capitalized terms used in Section B of this letter that are not defined herein shall have the meaning ascribed to them in the Grading Agreement.

A. **Termination of the Agreement.**

1. **Notice of Termination With Cause and Opportunity to Cure.** Pursuant to Section 10.02, Gemstone is hereby providing APCO 48 hours notice that Gemstone will terminate the Agreement with cause for the reasons set forth in Sections A(4) and (5) of this letter ("Termination for Cause") unless the breaches are remedied to Gemstone's satisfaction within 48 hours.

2. **Timing of Termination.** Pursuant to Section 10.02(b), Gemstone may terminate the Agreement as set forth in Sections 10.02(a)(i-v) immediately (collectively the "Immediate Termination Breaches"). Gemstone, however, is providing APCO 48 hours to cure the breaches prior to termination. If the breaches are not cured to Gemstone's satisfaction within 48 hours, this notice shall also serve as seven days notice following the 48 hours without any further written notice from Gemstone.

Further, pursuant to Section 10.02(a)(vi), APCO has breached the Agreement and is hereby given 48 hours to cure such breaches that are not Immediate Termination Breaches (the "Curable Breaches"). Should the Curable Breaches not be cured to Gemstone's satisfaction within 48 hours, the Agreement shall be terminated as to the Curable Breaches without further written notice and this letter shall serve as the required seven days notice pursuant to the Agreement.

3. **No Waiver of Breach.** Section 12.09 sets forth the following:

> **12.09 Waivers and Non-Waiver of Remedies.** No waiver by Developer of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by General Contractor of the same or any other provision. Developer's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Developer's consent to or approval of any subsequent act by General Contractor. Developer's failure to declare a breach of this Agreement for a particular default by General Contractor shall not be a waiver of any preceding or subsequent breach by General Contractor. Unless expressly stated otherwise in this Agreement, nothing in this Agreement shall limit the rights and remedies available to any party for any breach of this Agreement by the other party.

Gemstone has delayed issuing this termination notice in a good faith effort to amicably resolve its issues with APCO's lack of performance. Pursuant to Section 12.09, however, Gemstone's willingness to cooperate and provide APCO repeated opportunities to improve its performance will not be construed as a waiver of any Immediate Termination Breaches or any Curable Breaches.

4. **Immediate Termination Breaches.**

(a) Section 10.02(a)(i) provides that Gemstone may terminate the Agreement with cause if APCO fails to supply enough properly skilled workers as set forth in Article II or fails to supply enough proper materials or manpower to complete any portion of the Work pursuant to the Schedule. As set forth below, APCO breached Section 10.02(a)(i).

(i) Since the commencement of drywall hanging, APCO has failed to provide the number of drywall hangers required pursuant to Section 2.15.

(ii) During the placement of rebar, APCO failed to supply the number of ironworkers necessary to complete that work pursuant to the Schedule.

(iii) During the pouring of the concrete foundations, APCO failed to supply the number of concrete workers necessary to complete that work pursuant to the Schedule.

(iv) APCO failed to supply the rebar necessary to complete the rebar installation pursuant to the Schedule.

(v) APCO failed to supply the structural steel necessary to complete the framing of Buildings 2, 3, and 7 pursuant to the Schedule.

(vi) APCO failed to supply the glass curtain wall necessary to complete the installation of the Building 7 façade pursuant to the Schedule.

(vii) APCO is currently behind schedule and despite numerous requests from Gemstone, APCO has refused to take steps to bring construction activities back onto schedule.

(b) Section 10.02(a)(ii) provides that Gemstone may terminate the Agreement with cause and without a cure period if APCO fails "to make payment to Third-Party Service Providers for materials or labor in accordance with this Agreement and the respective agreements between General Contractor and such Third-Party Service Providers." Pursuant to a letter, dated July 31, 2008, addressed to Gemstone and APCO, the legal counsel to ThyssenKrupp Elevator, Inc. ("ThyssenKrupp") demanded immediate payment of $897,476 for amounts overdue pursuant to the contract between APCO and ThyssenKrupp. Based on this letter and the well-documented fact that ThyssenKrupp halted its work on Buildings 2 and 3 for several weeks due to non-payment, APCO failed to make payments to this Third-Party Service Provider pursuant to the respective agreement between APCO and ThyssenKrupp.

(c) Section 10.02(a)(iii) provides that Gemstone may terminate the Agreement with cause if APCO persistently "disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction". As set forth below, APCO breached Section 10.02(a)(iii).

(i) NRS 624.301(4) prohibits the willful "failure or refusal without legal excuse on the part of a licensee as a contractor to prosecute a construction project or operation with reasonable diligence, thereby causing material injury to another". Despite well-documented notices from Gemstone and as set forth in detail throughout this letter, APCO has repeatedly failed to take the steps necessary to prosecute the completion of the Project, and such failure has caused material injury to Gemstone in the form of interest, costs, increased expenses, and damage to its reputation and sales efforts.

(ii) NRS 624.301(5) prohibits the willful "failure or refusal without legal excuse on the part of a licensee to comply with the terms of a construction contract or written warranty, thereby causing material injury to another." Despite well-documented notices from Gemstone and as set forth in detail throughout this letter, APCO has repeatedly failed to comply with the terms of the Agreement, and such failure has caused material injury to Gemstone in the