IN THE SUPREME COURT OF THE STATE OF NEVADA

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

Electronically Filed
Oct 16 2020 09:16 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

HELIX ELECTRIC OF NEVADA, LLC,

Appellant,

v.

APCO CONSTRUCTION, INC., A NEVADA CORPORATION,

Respondent.

JOINT APPENDIX
VOLUME 29

Eric B. Zimbelman, Esq. (9407)
PEEL BRIMLEY LLP
3333 E. Serene Avenue, Suite 200
Henderson, NV 89074-6571
Telephone: (702) 990-7272
Facsimile: (702) 990-7273
ezimbelman@peelbrimley.com
Attorneys for Appellant
Helix Electric of Nevada, LLC

Mary E. Bacon, Esq. (12686)
SPENCER FANE LLP
400 S. Fourth Street, Suite 500
Las Vegas, NV 89101
Telephone: (702) 408-3411
Facsimile: (702) 408-3401
MBacon@spencerfane.com

John Randall Jefferies, Esq. (3512)
Christpher H. Byrd, Esq. (1633)
FENNERMORE CRAIG, P.C.
300 S. Third Street, 14th Floor
Las Vegas, NV 89101
Telephone: (702) 692-8000
Facsimile: (702) 692-8099
rjefferies@fclaw.com
cbyrd@fclaw.com
Attorneys for Respondent

Docket 77320 Document 2020-38021

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

Date	Description	Bates Number	Volume(s)
	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

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
	Exhibit 2 – Marquis Aurbach Coffing Invoice to APCO dated April 30, 2018	JA007223-JA007224	99

Date	Description	Bates Number	Volume(s)
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

Date	Description	Bates Number	Volume(s)
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

Date	Description	Bates Number	Volume(s)
	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

Date	Description	Bates Number	Volume(s)
	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

Date	Description	Bates Number	Volume(s)
	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

Date	Description	Bates Number	Volume(s)
	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

Date	Description	Bates Number	Volume(s)
	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

Date	Description	Bates Number	Volume(s)
	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**

Date	Description	Bates Number	Volume(s)
	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

Date	Description	Bates Number	Volume(s)
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

Date	Description	Bates Number	Volume(s)
		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

Date	Description	Bates Number	Volume(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		
	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

Date	Description	Bates Number	Volume(s)
	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

Date	Description	Bates Number	Volume(s)
	Pacific Construction Company, Inc.'s Counterclaim		
	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
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**

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
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

Date	Description	Bates Number	Volume(s)
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

Date	Description	Bates Number	Volume(s)
	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
	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	JA007401-JA007517	102/103

Date	Description	Bates Number	Volume(s)
	Nevada, LLC, SWPPP Compliance 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
	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

Date	Description	Bates Number	Volume(s)
	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 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
	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

Date	Description	Bates Number	Volume(s)
	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
	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

Date	Description	Bates Number	Volume(s)
	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 Complaint and Camco Pacific Construction, Inc.'s Counterclaim	JA008602-JA008621	112
	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

Date	Description	Bates Number	Volume(s)
	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
	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

Date	Description	Bates Number	Volume(s)
	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
	Exhibit 16 – Notice of Appeal	JA008799-JA008810	113
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**
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**
06-15-18	**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
	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	JA006964-JA006978	96

Date	Description	Bates Number	Volume(s)
	Precluding Defenses Based on Pay-if-Paid Agreements		
	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
	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

Date	Description	Bates Number	Volume(s)
	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 Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA007085-JA007087	97
	Exhibit 15 – Notice of Association of Counsel	JA007088-JA007094	97
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
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-**	**JA009117-JA009123**	**119**

Date	Description	Bates Number	Volume(s)
	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		
06-29-18	**Helix Electric of Nevada, LLC's Reply Re: Motion to Retax**	**JA007225-JA007237**	**100**
03-23-18	**Helix Electric of Nevada, LLC's Responses to APCO Construction's Post-Trial Brief**	**JA006173-JA006193**	**84**
06-24-09	**Helix Electric's Statement of Facts Constituting Lien and Third-Party Complaint**	**JA000001-JA000015**	**1**
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
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

ORIGINAL

Electronically Filed
1/2/2018 3:53 PM
Steven D. Grierson
CLERK OF THE COURT

ORDR
ERIC B. ZIMBELMAN, ESQ.
Nevada Bar No. 9407
RICHARD L. PEEL, ESQ.
Nevada Bar No. 4359
PEEL BRIMLEY LLP
3333 E. Serene Avenue, Suite 200
Henderson, NV 89074-6571
Telephone: (702) 990-7272
Fax: (702) 990-7273
ezimbelman@peelbrimley.com
rpeel@peelbrimley.com
Attorneys for Various Lien Claimants

DISTRICT COURT

CLARK COUNTY, NEVADA

APCO CONSTRUCTION, a Nevada corporation, Plaintiff, vs. GEMSTONE DEVELOPMENT WEST, INC., 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. AND ALL RELATED MATTERS.	CASE NO.: A571228 DEPT. NO.: XIII *Consolidated with:* A571792, A574391, A577623, A580889, A583289, A584730, and A587168 **ORDER GRANTING PEEL BRIMLEY LIEN CLAIMANTS' MOTION FOR PARTIAL SUMMARY JUDGMENT PRECLUDING DEFENSES BASED ON PAY-IF-PAID AGREEMENTS**

This matter came on for hearing November 16, 2017, before the Honorable Mark Denton in Dept. 13 on the Peel Brimley Lien Claimants' ("PB Lien Claimants")[1] Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements ("the Motion"). Joinders were filed by Zitting Brothers, Construction, Inc., William A. Leonard/Interstate Plumbing and Air Conditioning LLC, National Wood Products, Inc., E&E Fire Protection LLC, and United Subcontractors, Inc. (collectively, "the Joining

[1] The Peel Brimley Lien Claimants are: Cactus Rose Construction, Fast Glass Inc., Heinaman Contract Glazing, Helix Electric of Nevada, LLC, SWPPP Compliance Solutions, LLC, and Buchele, Inc. The Peel Brimley law firm has since withdrawn from representation of Buchele, Inc.

PEEL BRIMLEY LLP
3333 E. SERENE AVENUE, STE. 200
HENDERSON, NEVADA 89074
(702) 990-7272 ♦ FAX (702) 990-7273

RECEIVED
DEC 27 2017
DISTRICT COURT DEPT# 13

Subcontractors") APCO Construction ("APCO") and Camco Pacific Construction, Inc. ("Camco") opposed the Motion. The issues having been well-briefed and argued and the Court being fully advised in the premises, the Court is persuaded that the Motion has merit and should be granted.

A. **Findings of Fact.**

Specifically, but without limitation, there are no genuine issues of material fact as follows:

1. This action arises out of a construction project in Las Vegas, Nevada known as the Manhattan West Condominiums Project ("the Project") located at West Russell Road and Rocky Hill Street in Clark County Nevada, APNs 163-32-101-003 through 163-32-101-005, 163-32-101-010 and 163-32-101-014 (the "Property" and/or "Project"), owned by Gemstone Development West, Inc. ("Gemstone" or the "Owner").

2. The Owner hired APCO and, subsequently, Camco as its general contractors, who in turn entered into subcontract agreements with various subcontractors including the PB Lien Claimants and the Joining Subcontractors. In December 2008 the Owner suspended the Project and advised the various contractors that the Owner's lender did not expect to disburse further funds for construction. Numerous contractors, including the PB Lien Claimants, the Joining Subcontractors, APCO and Camco recorded mechanic's liens against the Property.

3. After several years of litigation and a Writ Action to determine the priority of the various lienors (during which the Property was sold, the proceeds of the same held in a blocked account and this action was stayed), the Nevada Supreme Court ruled that the Owner's lenders had priority over the proceeds of the sale of the Property, holding that the NRS Ch. 108 mechanic's liens were junior to the lenders' deeds of trust. The Court subsequently ordered the proceeds be released to the lender. Thereafter, the stay was lifted and the PB Lien Claimants, Joining Subcontractors and others continued to pursue claims for non-payment from APCO and Camco.

///

///

PEEL BRIMLEY LLP
3333 E. SERENE AVENUE, STE. 200
HENDERSON, NEVADA 89074
(702) 990-7272 • FAX (702) 990-7273

4. APCO and Camco assert defenses to the various subcontractor claims based on so-called "pay-if-paid agreements" (hereinafter referred to generally as "Pay-if-Paid"). Specifically but without limitation, APCO and Camco rely on language in the APCO Subcontract Agreement that was adopted by way of a Ratification Agreement between Camco and some of the subcontractors, that APCO and Camco have no obligation to pay the subcontractors for the work materials and equipment they furnished to the Project ("the Work") unless and until the Owner pays APCO and Camco for the Work. APCO and Camco claim that they have not been paid, in whole or in part, for the Work and/or that the Owner by-passed them by making or intending to make payments to subcontractors through a voucher control company, Nevada Construction Services ("NCS"). Among other provisions, APCO and Camco rely upon the following:

> *3.4 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.*
>
> *3.5 Progress payments will be made by Contractor to Subcontractor within 15 days after Contractor actually receives payment for Subcontractor's work from Owner. 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.*
>
> *3.8 The 10 percent withheld retention shall be payable to Subcontractor upon, and only upon the occurrence of all the following events, each of which is a condition precedent to Subcontractor's right to receive final payment hereunder and payment of such retention: ... (c) Receipt of final payment by Contractor from Owner.*
>
> *3.9 Subcontractor agrees that Contractor shall have no obligation to pay Subcontractor for any changed or extra work performed by Subcontractor until or unless Contractor has actually been paid for such Work by the owner.*
>
> *4.2 The Owner's payment to Contractor of extra compensation for any such suspension, delay, or acceleration shall be a condition precedent to Subcontractor's right, if any, to receive such extra compensation from Contractor.*

///

PEEL BRIMLEY LLP
3333 E. SERENE AVENUE, STE. 200
HENDERSON, NEVADA 89074
(702) 990-7272 ♦ FAX (702) 990-7273

5. Each of these provisions represents or contains Pay-if-Paid such that, if enforced, may allow APCO and Camco to deny payment to their subcontractors for work performed on the grounds that APCO and Camco have not been paid.

6. Any finding of fact herein that is more appropriately deemed a conclusion of law shall be treated as such.

B. Conclusions of Law.

As discussed below, Pay-if-Paid is void and unenforceable in Nevada and, as a result, the Motion to Preclude Defenses based on Pay-if-Paid Agreements in GRANTED.

1. In 2008 the Nevada Supreme Court declared Pay-if-Paid void and unenforceable as against Nevada's public policy because "Nevada's public policy favors securing payment for labor and material contractors." *Lehrer McGovern Bovis, Inc. v. Bullock Insulation, Inc.*, 124 Nev. 1102, 1117-18, 197 P.3d 1032, 1042 (Nev. 2008). The *Bullock* Court noted that "because a pay-if-paid provision limits a subcontractor's ability to be paid for work already performed, such a provision impairs the subcontractor's statutory right to place a mechanic's lien on the construction project." 124 Nev. at 1117 n. 51 (citing *Wm. R. Clarke Corp. v. Safeco Ins. Co.*, 15 Cal. 4th 882, 64 Cal. Rptr. 2d 578, 938 P.2d 372, 376 (Cal. 1997)

2. Nevada's statutory schemes designed to secure payment to contractors and subcontractors in the construction industry as a whole are remedial. *See Hardy Companies, Inc. v. W.E. O'Neil Const. Co.*, 245 P.3d 1149, 1155 (Nev. 2010) (citing *Las Vegas Plywood v. D & D Enterprises*, 98 Nev. 378, 380, 649 P.2d 1367, 1368 (1982)). As stated in *Bullock*:

> Underlying the policy in favor of preserving laws that provide contractors secured payment for their work and materials is the notion that contractors are generally in a vulnerable position because they extend large blocks of credit; invest significant time, labor, and materials into a project; and have any number of workers vitally depend upon them for eventual payment. ***We determine that this reasoning is persuasive as it accords with Nevada's policy favoring contractors' rights to secured payment for labor, materials, and equipment furnished***.

Bullock, 124 Nev. at 1116 (emphasis added).

///

///

///

PEEL BRIMLEY LLP
3333 E. SERENE AVENUE, STE. 200
HENDERSON, NEVADA 89074
(702) 990-7272 ♦ FAX (702) 990-7273

PEEL BRIMLEY LLP
3333 E. SERENE AVENUE, STE. 200
HENDERSON, NEVADA 89074
(702) 990-7272 ♦ FAX (702) 990-7273

3. Despite the fact that the *Bullock* decision involved mechanic's liens, the Court rejects as without merit the argument that the public policy rationale of *Bullock* is limited to the concept of security or does not apply when there is no security such as in the present case, where the Property has been sold and the proceeds have been released to senior lienors. Among other things, the term "secured payment" utilized by *Bullock*, at 1116, uses "secured" as an adjective and "payment" as a noun.

4. By way of a footnote, the *Bullock* Court noted that the Nevada Legislature "amended NRS Chapter 624 to include the prompt payment provisions contained in NRS 624.624 through 624.626. Pay-if-paid provisions entered into subsequent to the Legislature's amendments are enforceable only in limited circumstances and are subject to the restrictions laid out in these sections." 124 Nev. at 1117 n. 50. No such "limited circumstances" exist in this case.

5. NRS 624.624(1) provides for the obligation of prompt payment by a higher-tiered contractor (such as APCO and Camco) to a lower-tiered subcontractor (such as the PB Lien Claimants), as follows:

> Except as otherwise provided in this section, if a higher-tiered contractor enters into:
>
> (a) A written agreement with a lower-tiered subcontractor that includes a schedule for payments, the higher-tiered contractor shall pay the lower-tiered subcontractor:
>
> (1) On or before the date payment is due; or
>
> (2) Within 10 days after the date the higher-tiered contractor receives payment for all or a portion of the work, materials or equipment described in a request for payment submitted by the lower-tiered subcontractor,
>
> ➥ whichever is earlier.
>
> (b) A written agreement with a lower-tiered subcontractor that does not contain a schedule for payments, or an agreement that is oral, the higher-tiered contractor shall pay the lower-tiered subcontractor:
>
> (1) Within 30 days after the date the lower-tiered subcontractor submits a request for payment; or
>
> (2) Within 10 days after the date the higher-tiered contractor receives payment for all or a portion of the work, labor, materials, equipment or services described in a request for payment submitted by the lower-tiered subcontractor,
>
> ➥ whichever is earlier.

NRS 624.624(1) (emphasis added).

///

///

6. Stated simply, if there is a "schedule of payments" in an otherwise enforceable written agreement, the higher-tiered contractor must pay the lower-tiered subcontractor – at the latest – on the date payment is due. If there is no enforceable written agreement containing a schedule of payments, the payment is due to the lower-tiered subcontractor – at the latest - within 30 days of its request for payment. Under either circumstance it has been approximately nine years since payments on the Project ceased to be made.

6. The Court also rejects the argument that the "schedule of payments" delays the obligation of payment until "within 15 days after Contractor actually receives payment for Subcontractor's work from Owner." Because the expiration of 15 days is itself dependent upon payment being received from the Owner, this is not a "schedule of payments" but rather simply another form of Pay-if-Paid.

7. Any conclusion of law herein that is more appropriately deemed a question of fact shall be treated as such.

IT IS THEREFORE ORDERED as follows:

1. The Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements GRANTED; and
2. APCO and Camco may not assert or rely upon any defense to their payment obligations, if any, to the PB Lien Claimants and the Joining Subcontractors that is based on a pay-if-paid agreement.

IT IS SO ORDERED this 29th day of December, 2017.

DISTRICT COURT JUDGE

Submitted by:
PEEL BRIMLEY LLP

ERIC B. ZIMBELMAN, ESQ. (9407)
RICHARD L. PEEL, ESQ. (4359)
3333 E. Serene Avenue, Suite 200
Henderson, NV 89074-6571
Attorneys for Various Lien Claimants.

PEEL BRIMLEY LLP
3333 E. SERENE AVENUE, STE. 200
HENDERSON, NEVADA 89074
(702) 990-7272 ♦ FAX (702) 990-7273

Electronically Filed
1/31/2018 2:20 PM
Steven D. Grierson
CLERK OF THE COURT

TRAN

DISTRICT COURT

CLARK COUNTY, NEVADA

APCO CONSTRUCTION, Plaintiff, vs. GEMSTONE DEVELOPMENT WEST INC., Defendant.	CASE NO. 08A571228 DEPT. XIII

BEFORE THE HONORABLE MARK R. DENTON, DISTRICT COURT JUDGE

WEDNESDAY, JANUARY 17, 2018

TRANSCRIPT OF PROCEEDINGS

BENCH TRIAL - DAY 1

APPEARANCES:

For the Plaintiff:	MARY E. BACON, ESQ. JOHN R. JEFFERIES, ESQ.
For the Claimants:	ERIC ZIMBELMAN, ESQ.
For the Intervenor:	JOHN TAYLOR, ESQ. JUDY HIRAHARA, ESQ.

RECORDED BY: JENNIFER GEROLD, COURT RECORDER

TRANSCRIBED BY: BRITTANY MANGELSON, INDEPENDENT TRANSCRIBER

WITNESS INDEX

PLAINTIFF'S WITNESSES	PAGE
JOE PELAN	
Direct Examination by Mr. Jefferies	18
Cross-Examination by Mr. Zimbelman	49
Cross-Examination by Mr. Taylor	86
Redirect Examination by Mr. Jefferies	97
Recross-Examination by Mr. Zimbelman	101
Recross-Examination by Mr. Taylor	104

CLAIMANT'S WITNESSES	PAGE
ROBERT JOHNSON	
Direct Examination by Mr. Zimbelman	106

EXHIBIT INDEX

NUMBER		PAGE
1	Grading Agreement	21
2	Contract	23
3	Contract	25
4	Pay Application Number 9	28
5	Letter	31
6	Notice of Intent	32
10	Statutory Notice of Intent	33
212	Letter - Gemstone to Nickerl	34
213	APCO's response	34
215	E-mail from Colligan	35
216	Communication - Nickerl & Gemstone	35
13	Letter - Gemstone to Nickerl	36
14	Letter - Howard&Howard to Holland&Hart	37
15	Letter - Nickerl to Edelstein and Smith	37
16	E-mail - 08/19/08	38
23	Notice sent by Barker	39
24	Letter - Nickerl to Clark County Bldg. Dpt.	40
26	Exhibit m from Gemstone	41
27	Letter from Gemstone to APCO	42

EXHIBIT INDEX

NUMBER		PAGE
28	Letter to Gemstone	42
218	Pay Application for 08/31/08	44
162	General Construction Agreement	45
31	August Pay Application	45
168	Letter Scott Financial to NSCB	60
45	Written Contract - APCO & Helix	62
506	E-mail from Nickerl to Pelan	114

WEDNESDAY, JANUARY 17, 2018 AT 10:05 A.M.

THE MARSHAL: All rise. The Judicial District Court, Department XIII is now in session. The Honorable Mark R. Denton presiding.

THE COURT: Good morning. Please be seated.

We're convening for a non-jury trial in the case of APCO Construction versus Gemstone Development West, Inc., et al.

Please state appearances of Counsel, identify parties and party representatives who are present today.

MR. JEFFERIES: Randy Jefferies and Mary Bacon of the Law Firm of Spencer Fane on behalf of APCO, along with Joe Pelan and Lisa Lynn with APCO.

THE COURT: All right.

MR. ZIMBELMAN: Morning, Your Honor. Eric Zimbelman on behalf of Helix Electric, Heinaman Contract Glazing, Cactus Rose Construction, Fast Glass Inc., and SWPPP Compliance Solutions. And with me is Andy Rivera from Helix.

THE COURT: All right.

As I indicated, this is the time set for a non-jury trial. Are Counsel and the parties ready to proceed?

MR. TAYLOR: Just to --

THE COURT: I'm sorry --

MR. TAYLOR: -- to complete the list, John Taylor and Judy Hirahara on behalf of National Wood Products.

THE COURT: All right.

All right. Counsel ready to proceed?

MR. JEFFERIES: Yes, we are, Your Honor.

THE COURT: All right. Do you wish to make an opening statement?

MR. JEFFERIES: I wish to make a few opening comments, both procedural and substantive. Technically the way the pleadings are structured, APCO is the Plaintiff against Gemstone. As we sit here today, Gemstone's Default has been entered, Answer and Counterclaim stricken, there was a Motion for Summary Judgment that APCO had filed that according to the minute entry was granted. We can't seem to locate an order finalizing that --

THE COURT: What -- refresh my recollection as to when that happened? I know -- I think it's referenced in the Pretrial Memorandum, but.

MR. JEFFERIES: It is, it would have been --

MS. BACON: June 2013.

MR. JEFFERIES: 2013.

THE COURT: That's before I had the case, is that correct?

MR. JEFFERIES: Yes, Your Honor.

THE COURT: Okay.

MR. JEFFERIES: So I think given the fact that we're here at trial we need clean up that part of the case and so, as a Plaintiff we have proposed, and I believe the parties are in agreement, that APCO would present some general background information on its relationship with Gemstone, so you understand the project and kind of that timeline. I know we've had a ton of briefing, but so that we have it in the record.

At which point, APCO does not have claims against its subcontractors who work for it on the project. So at that point, I think the parties are in agreement, we will switch to the affirmative claims of Helix versus APCO, National Wood/CabineTec against APCO. Once they get their claims into the record we

would present our rebuttal to those.

THE COURT: I see.

MR. JEFFERIES: And so that's procedurally how we would propose to proceed.

We've also agreed that the scope of cross will not be limited to direct so that we can call witnesses just one time. It may make for a somewhat procedurally awkward record or timing of any Rule 50 Motions, but we'll try and discuss that amongst ourselves once we see how the evidence comes in and then alert Your Honor.

So that's procedurally how we would propose to proceed and I think the parties are in agreement.

THE COURT: Is that correct?

MR. TAYLOR: Yes, Your Honor.

MR. ZIMBELMAN: That is accurate, Your Honor. You know, we aren't going to obviously give up a right to recall a witness, in the appropriate circumstance, but we do think efficiency is important.

THE COURT: All right.

MR. JEFFERIES: Yesterday, Your Honor, we filed a trial brief just -- I'm hoping, Your Honor, has it I don't intend to repeat everything that is in there but from --

THE COURT: So the com -- the comments you're making now relate to the nature of the case and the nature of the proceedings -- opening statements will be made in the posture that you've agreed upon, right? With the subcontractors going -- making their opening statements first. It's in effect --

MR. JEFFERIES: We can do that.

THE COURT: -- going to be deemed the Plaintiffs, right?

MR. ZIMBELMAN: It's really of none ever -- no import, Your Honor. I know Your Honor, is going to give every party an opportunity to put on their case. So --

THE COURT: No, and I mean your --

MR. ZIMBELMAN: -- if he wants to make his opening, it's fine with me.

THE COURT: From the standpoint -- yeah, but I mean what we're proceeding -- as I understand it, the subcontractors are in effect Plaintiffs --

MR. ZIMBELMAN: That's true.

THE COURT: -- now, right?

MR. ZIMBELMAN: That is correct.

THE COURT: So they're the ones who are going to have the burden of proceeding and proof, right?

MR. ZIMBELMAN: This is true.

THE COURT: Generally the -- those are -- the parties that have that -- those burdens are the ones that make the initial opening statements, okay.

MR. ZIMBELMAN: Sure.

THE COURT: Telling the Court what the evidence is going to show.

MR. ZIMBELMAN: Absolutely.

THE COURT: Okay. My understanding of what Counsel just said had to do with the agreements that have been reached by Counsel in the posture of the proceeding.

MR. ZIMBELMAN: Uh-huh.

THE COURT: I think you also wanted to say something about the history of the case or whatever. I don't want to cut you off on that, it's just that I want to make sure we're all on the same page relative to what's being done at a given time.

MR. JEFFERIES: I can sit down and let them make any opening remarks.

THE COURT: Okay.

MR. ZIMBELMAN: That's fine.

THE COURT: All right.

OPENING STATEMENT

BY MR. ZIMBELMAN:

You know again, the Claimants have relatively straightforward cases, right. We did some work, we didn't get paid for that work, and we're going to show you how much we're owed.

There are a number of issues that are primarily being asserted by APCO in an attempt to deflect from that obligation to pay. And the case is probably going to center around a lot of those things and we're going to respond to those appropriately and in due course.

But I will tell the Court that with respect to the pretrial memo that was filed, we didn't sign that because -- and nor did anybody else other than APCO, we kind of ran out of time and we were still negotiating one of the issues, which was this question of the APCO judgement against -- or Summary Judgement against Gemstone. And we wanted to point out, which Mr. Jefferies appropriately did that there was a verbal order reflected in the minute order that their motion was granted but we don't have any written order. And that minute order reflects some amendments or adjustments to be made and we have no idea what those are -- just so the Court understands.

We understand they filed a Motion for Summary Judgement and we understand Gemstone had effectively defaulted and we understand that the Court was inclined to grant their Motion for Summary Judgement for approximately 20

million dollars, all well and good, but there isn't a written document that we can point to, to really understand what the basis of that was.

The other issue is -- and this is entirely on me and I will apologize to the Court for this, I had an incorrect claim amount with respect to monies earned by Helix while Camco was on site as Gemco's -- Gemstone's general contractor.

As Court's going to recall from the myriad of times we've been here and the briefing, APCO entered into a contract with Gemstone. And APCO hired subcontractors to work on the project , including my clients, at least my client Helix and in approximately August/September timeframe they stopped working on the project. There was a dispute about who terminated who, but in any event, they stopped working and Gemstone went out and got Camco to come in.

And well you're going to see from the Camco relationship with Gemstone was effectively they were paid $100,000 to sort of push paper back and forth. And a couple months later the project closed when the lender ran out of money. And so the subcontractors who had been working for APCO and then were being told you well now you got to work for Campo, like Helix, were caught in the middle and spent the better part of those -- that period of time negotiating agreements.

Well you've seen from APCO's Trial Brief is that Helix asserted that it entered into a ratification agreement with Camco it did so in its initial pleading. And that's a mistake. And we regret that and we're going to ask the Court to allow us to amend it -- retract that statement because it's just not true.

The purpose of the trial is to seek the truth and the truth is that agreement was never consummated and so it just doesn't exist. It exists as a draft and the evidence will demonstrate that.

In any event --

THE COURT: Did you say consummated? How about executed? You're saying --

MR. ZIMBELMAN: That will work too. One or the other, I'm trying to keep it clean.

THE COURT: Okay.

BY MR. ZIMBELMAN:

In any event, you'll actually see that there's some dispute about the extent to which the APCO/Helix subcontract has been executed. It has been signed, but there's a thing called the Helix Amendment you're going to hear a lot about and the Helix Amendment was Helix's attempt to amend the contract, send it over to APCO, APCO marked it up, signed it, and returned it. And even very late in the day, there were still negotiations going on about what the contract actually said because the Helix Amendment attempts to amend, strike, change, certain important provisions that are going to be part of this dispute -- part of this trial. And so we're going to be delving into that in substantial detail.

But we're also going to show, when it comes to our point -- put on our case in chief, we're going to show that Helix remains to be unpaid $505,021, while APCO was the general contractor. That is to say amounts still owing from pay applications submitted to APCO, and yes, that is essentially our retention. And APCO's position is, we're not entitled to retention because we didn't complete the project. Interesting theory, given that they stopped work on the project. Nonetheless, I will show you that that's both contractually incorrect and just unfair and unjust.

In addition, Helix earned and was unpaid 834,476.45 under Camco.

That's a correction to the Pretrial Memo. Again, that's entirely on me, I had failed to account for the final pay application that Helix submitted through APCO -- Camco.

There's going to be a dispute about whether or not the subcontractors, including Helix and including Natural Wood or CabineTec, whether there was any kind of a novation, such that the subcontractors stopped looking to APCO, right. And agreed pursue their money only against Camco, who has this odd construction management type agreement with the owner.

Our position, very plainly is that that's not the case and they can't demonstrate that the elements of novation -- National Wood has briefed that very well. We adopt their briefing to that extent and to the extent that it applies factually to Helix.

Once Helix is complete, we intend to put on Plaintiff's -- well I should say that Helix will demonstrate it's claims both against APCO and against Camco. Camco's attorney is not here. He knew it was coming. He knew it was happening. You know, frankly I'm not sure what defense they intend to put on, if any. We have really not choice but to put on our claims against the Camco monies, let's call them that, the monies earned under the Camco regime. Because we're asserting them against APCO as well, we're asserting that there has been novation. And we're asserting that APCO remains responsible and liable.

In any event, once we do that once National Wood has had their opportunity, once APCO has had their chance to put on their rebuttals then we'll move on to the Camco phase of the case, and that's going to be Heinaman, Cactus Rose, Fast Glass, and SWPPP Compliance. Can't promise you that all four of those clients are actually going to show up and testify, Your Honor, so just a little heads up. But I know that Heinaman will, and I know the Cactus Ro -- excuse me Fast

Glass will. Heinaman has a claim of about $187,000 entirely against Camco. And it has a unique agreement, it's essentially a letter of intent to proceed that says unless there's another written agreement, the letter of intent controls. There's no pay-if-paid, even if that were still an issue.

Cactus Rose has a similar situation. They have a time and materials authorizations that were provided by Camco and they work pursuant to those and not the Camco subcontract agreement.

Fast Glass has the Camco subcontract agreement, it's owed $199,000. Cactus Rose is owed $238,627. All these numbers are accurately stated in the Pretrial Memo. And SWPP Compliance worked under bid proposal documents as opposed to a -- again it was opposed to the Camco subcontract and it's owed $117,470.

So we'll try to efficiently present those claims to you and hopefully get through this in the two weeks allotted.

Thank you, Your Honor.

THE COURT: Thank you.

OPENING STATEMENT

BY MR. TAYLOR:

Good morning, Your Honor.

National Wood Products, is in this case, as a Claimant and Intervention advancing the claims of CabineTec. CabineTec didn't pay National Wood, National Wood -- we got a judgement against CabineTec and as a result is now the owner of that -- of CabineTec's claim. We filed a Trial Brief this morning, submitted a copy to your able staff so I won't belabor everything that's in there but we'll talk about a couple of the overlying issues.

The one issue that -- there's a lot of talk about delay and people not doing work and whatever. I think that the evidence will be very clear that CabineTec was either on schedule or ahead of schedule all the way through, even to the point of -- at one point in time, CabineTec had cabinets that were already prepared, but there were no walls yet to hang them on so they brought cabinets and stored them onsite. So that's not the issue. CabineTec's work -- no one has ever complained about the quality of it, so that's not the issue.

The primary issue with regard to APCO and CabineTec fall into two categories. One is the novation issue. The history of that -- in July of 2008 APCO said we're stopping the job with regard to Gemstone, but told the subcontractors, by the way you're still under contract with us and until we tell you in writing that our contract is canceled, it is not. In August, APCO did the same thing. So they said hey look, we're stopping the job and you're still under contract with us until we tell you otherwise in writing. The subcontractors are left in somewhat of a limbo in that situation. They're still supposedly under contract, but they understand that APCO may be walking away.

Well CabineTec, since they were told that they were still under contract, they continued to work. They never got any notice in writing or otherwise from APCO saying that the subcontract had been terminated. So in fact in -- APCO says that they actually terminated their prime contract in early September -- never told subcontractors they had canceled. Late in September there's a joint check issued. APCO signs a joint check to give CabineTec its one payment, suggesting that APCO's still in the mix. However, in December -- December 1st of 2008, CabineTec signed a subcontract with Camco, which had an effect date of August 26th. APCO says because you signed this new subcontract with an effective date of August 26th,

you have now somehow released us from all the work you did after August 26th.

I submit that the evidence will show that there was no novation. APCO was never involved in any contract -- new contract to change the terms. CabineTec never did anything to release APCO, instead APCO and Gems --and Camco remain jointly on the hook for all of that work because the APCO contract -- subcontract remained in place. That's the novation issue.

The second issue is the retention issue. The retention issue is, in our opinion, just another version of the pay-if-paid provision. And this work was done, the ten percent was earned, the contract is now over, the retention is due and should be paid. It would be totally unfair to say that merely because someone stopped the project before it was actually finally, finally done that all the subcontractors have to take a ten percent haircut.

I believe that this contract has been terminated since 2008, CabineTec's work was done in 2008, the retention is now due and owing and should be paid.

Thank you.

THE COURT: Okay.

Oppose to make an opening?

OPENING STATEMENT

BY MR. JEFFERIES:

As was pointed out in our Bench Memo, each of the subcontracts in paragraph 3.8 has a retention payment schedule. The retention as will be explained by Mr. Pelan, our first witness, is not money that APCO has, receives, and retains. It is retained by the owner/lender. You will hear unrefuted evidence that APCO never received the retention that the subcontractors are now seeking from it. You

will also hear unrefuted evidence that consistent with the subcontract, these two subcontractors never billed APCO for their retention. They knew the intent of the agreement and standing here today out of all these boxes of exhibits you won't find one bill to APCO for retention.

Under Nevada law, APCO has an obligation to pay that retention in accordance with the subcontract retention payment schedule, similar to your *Big-D* case that you tried, and/or within ten days of receipt of that money. That money was never received.

What you will hear evidence of that APCO provided notice of breach to the owner, Gemstone, for nonpayment. You will also see on those same exhibits the subcontractors are copied. They understand what is going on. APCO is going to suspend pursuant to Nevada's statute. These two subcontractors made the affirmative choice to proceed with the project despite notice of those payment issues and work under contract with Camco.

I'm going to talk about National Wood first because it's probably the easiest. Up until the close of discovery, in this case, at the end of October, National Wood had filed two 16.1 damage disclosures that we've marked as evidence, so they're in the record, claiming that they were only after $30,000 from APCO that consisted of retention of approximately $17,000 and then they added interest and attorney's fees.

So from the defense of that claim -- not -- certainly not conceding entitlement by any means, we were operating under the presumption that they were seeking $30,000 max from APCO. That was the subject of some briefing and you're ruling was you wanted to review the disclosures so you could see the context within which I make that statement.

After close of discovery, for the first time, National Wood did a 16.1 and indicated that they wanted over $1.1 million dollars from APCO. And to get there what they've done is they've said we want APCO to pay for all of the work and materials that were provided at the direction of Gemstone and Camco from APCO.

And I would submit to you that -- you talk about fairness, APCO went out of its way to ensure that these subcontractors were paid everything for the work that they performed on APCO's watch. September 5, 2008, will be a critical date for you because that will be the culmination of our paying statutory nonpayment notices. And the joint check that has been referred to is absolutely correct. APCO stopped receiving payments, but what it did do is it made arrangements for Gemstone to pay these two subcontractors, and all the subcontractors for all amounts that they billed at the direction of APCO, when it was the prime contractor.

The other thing you'll note, is as soon as the prime contract is terminated by APCO for nonpayment, these two subcontractors start billing Camco. And you're going to see in the records that they continued this retention billing, it just rolls over because it's a project account. It's not an APCO account, it's a project account.

So their first billing to Ap -- excuse me to Camco, after APCO's off the job, shows the retention because it is a project liability. It's not APCO's liability. And I would say to the -- paragraph 3.8, it is referenced in our memo, that lists the preconditions for APCO having responsibility for payment of retention. There will be no evidence, in this case, that any of those preconditions were met. That will be unrefuted.

And APCO correspondently must also concede that it did not meet the prime contract requirements for the release of its retention from Gemstone. The

project clearly was not complete when APCO terminated the prime contract and you'll hear evidence that even at the end of December when the job shuts down for lack of funding, the job's still not complete, which is a express precondition to -- one of five preconditions to APCO's responsibility to pay retention.

The fact is prior to Mr. Morris standing up in this courtroom and telling everybody that Camco didn't have any money, these two subcontractors knew that this was a retention issue between APCO and now they're seeking to increase their claims to make APCO responsible for all materials delivered to the job including those to Camco. And you talk about unfairness, that's unfair.

So I presume, just procedurally that at the end of the evidence you're going to request some briefing, proposed findings of fact and that's more of a question then anything. So we intend to, via through the parties, stipulating the exhibits in so we don't waste too much trial time. Hopefully get through the evidence fairly quickly and then do a post-hearing brief.

THE COURT: Okay. Thank you.

So will the Peel Brimley Claimants be presenting the first aspect of the case?

MR. ZIMBELMAN: I'm sorry I couldn't hear you, Your Honor.

THE COURT: Will the Peel Brimley Claimants be presenting the first aspect of the case, now, then?

MR. ZIMBELMAN: Right, well as Mr. Jefferies indicated, APCO wants to put on a witness to kind of provide some background --

THE COURT: Okay.

MR. ZIMBELMAN: -- to talk about the prime contract and presume we got the subcontract. I'll do some cross of their witness and probably -- that will probably

help establish some part of my case as well and then we'll move --

THE COURT: Okay.

MR. ZIMBELMAN: -- inadvertently at least to Helix.

THE COURT: Okay. Thank you.

MR. JEFFERIES: So, Your Honor, we would call Mr. Pelan to the stand.

JOE PELAN

[having been called as a witness and being first duly sworn, testified as follows:]

THE CLERK: Please state your name for the record and spell both your first and your last name, please.

THE WITNESS: Joe Pelan. J-O-E, P-E-L-A-N.

THE CLERK: Thank you.

THE COURT: You can sit down.

MR. JEFFERIES: Your Honor, for your sanity and the logistics of -- I understand where possible you would like us to use the Elmo. We have a lot of exhibits and I'm going to be the first to apologize because when we added numerical exhibits to the end some of them got out of chron order. Some of these documents, as you may suspect, are fairly lengthy contracts and so other than referencing them generally -- so you understand the background, I don't intend to put them up on the Elmo unless you want me to.

DIRECT EXAMINATION

BY MR. JEFFERIES:

Q If you would grab the notebook that has the first set of exhibits, but before we get to that, sir. Where are you employed?

A APCO Construction.

Q And what is your position?

A I'm general manager.

Q How long have you been with APCO Construction?

A Since 2003.

Q Okay. Can you give his Honor a sense of your experience in the construction industry?

A I started when I was 21 and I'm 61. I ran a framing company in Illinois for ten years before I moved to Las Vegas and I worked for a few general contractors here before -- started with Las Vegas Paving in 1999 and then moved over to APCO in 2003.

Q Okay. Now I may, short handedly say the project, sir, and when I do, please understand that I'm referring to the Manhattan West Project that APCO contracted with Gemstone Development West Inc., okay?

A Yes.

Q What was your role on the project?

A I assisted -- the project started with my super -- my superior at that time and his name was Randy Nickerl and then he had hired Sean Bown [phonetic] to be the project manager. We had a lot of work going on in the beginning of that project so they put the project together. And then after it was going for two or three months, I would jump in and help write letters and sit in some of the subcontractor or owner's meetings when Mr. Nickerl was unavailable. And kind of help the accounting department when they needed it, as well.

Q Okay. So would it be fair to say you assis -- you assisted the project manager during what time period?

A Late 2007 through August of 2008.

Q Okay. Can you look at Exhibit 1? And, Your Honor, this is not worth

you looking at -- I will.

THE COURT: When you reference Exhibit 1 are you -- is this an Exhibit that has been stipulated to?

MR. JEFFERIES: I believe so.

MR. ZIMBELMAN: I'm sorry.

MR. JEFFERIES: Exhibit 1 is -- been stipulated to.

MS. BACON: It was not.

MR. ZIMBELMAN: It was on a grading agreement? No objection.

THE COURT: All right. Yeah. What I'll ask you to do is if something's deemed to be stipulated, you can refer to as an Exhibit.

MR. JEFFERIES: Understood.

THE COURT: If it hasn't been stipulated refer to it as a Proposed Exhibit just --

MR. JEFFERIES: Yeah.

THE COURT: -- for the record.

[Colloquy between the Court and the Clerk]

THE COURT: Right. So at least the Clerk and the Court will know if you're referring to it as exhibit that down the road it will be admitted as an exhibit.

MR. JEFFERIES: I understand and --

THE COURT: Without objection.

MR. JEFFERIES: And over the lunch break we -- procedurally we exchanged objections and this I don't believe received an objection. So we'll -- I would propose that the parties formalize the admission of these documents and we'll try to do that --

THE COURT: All right.

MR. JEFFERIES: -- over lunch hour.

THE COURT: Very good. Thank you.

So this is the Grading Agreement, right? Okay.

MR. JEFFERIES: Yes.

THE COURT: Okay.

BY MR. JEFFERIES:

Q Showing you what we've marked as Exhibit 1, for identification purposes, can you identify this for me, please?

A So it was a grading contract between Gemstone and APCO Construction.

Q Okay. And this -- was this the initial contract between APCO and Gemstone?

A Yes.

Q Okay.

MR. JEFFERIES: I move for the admission of Exhibit 1.

MR. ZIMBELMAN: No objection.

THE COURT: It's admitted

MR. JEFFERIES: I think it's by stipulation, yeah.

THE COURT: It's admitted.

[EXHIBIT 1 ADMITTED]

BY MR. JEFFERIES:

Q And what was the purpose of this grading agreement dated April 17, 2007?

A Well my understanding is that Mr. Edelstein, the owner of Gemstone, wanted to get started on the project. And so he was going to issue a separate

grading contract while he was carrying the loan and finalizing his design documents and requiring permits for the buildings. So this was to facilitate the excavation that needed to occur.

Q Okay. Sir, would you turn to Exhibit 2?

MR. JEFFERIES: And, Your Honor, this is the main contract that I intend to walk the witness through a couple different provisions.

THE COURT: All right.

BY MR. JEFFERIES:

Q Sir, showing you propo -- what we marked as Exhibit 2, for identification purposes, can you identify this for me?

A Yes. This is a contract to do phase one and phase two for the buildings at the site.

Q Okay. And explain to the Court what this project involved in terms of the type of buildings.

A Well there were two commercial buildings that set alongside Russell Road; four story buildings that would -- at the time they had thought that it would be a medical facility or some retail and that type of thing; and then there was a nine story condominium building, glass and steel; and then two, four story, wood framed buildings on the project. So the first phase -- in the first phase there were five buildings to be built.

THE COURT: And what was the last ones were, two wood -- you said, what did you say about those?

THE WITNESS: They were wood framed buildings, four stories.

THE COURT: Okay.

BY MR. JEFFERIES:

Q This -- these claims that we're here to talk about today only relate to phase one, is that a fair state?

A That's correct.

Q Okay. And other then subsequent change orders is Exhibit 2 the written agreement under which APCO performed its work?

A Yes.

MR. JEFFERIES: I move for the admission of Exhibit 2.

MR. ZIMBELMAN: No objection, Your Honor.

MR. TAYLOR: No objection.

THE COURT: Admitted.

[EXHIBIT 2 ADMITTED]

BY MR. JEFFERIES:

Q Sir, could you go to Section 2.10 in Exhibit 2?

Well before you do that I want to stop you at page 2, Section 2.02(a). Are subcontractors that APCO retains for the project references third party services providers in this agreement?

A Yes.

Q Okay. Go to Section 2.10 see where it defines completion?

A Okay.

Q While APCO was on the project and we'll get into some dates later, did APCO ever satisfy this definition of completion?

A No.

Q Is this definition -- strike that. Do your subcontracts incorporate Exhibit 2 into those subcontract agreements?

A Yes, it does.

Q Sir, would you turn to Section 5.05?

THE COURT: 5.05 you said?

MR. JEFFERIES: Yes, Your Honor.

BY MR. JEFFERIES:

Q Do you see where it says progress payments?

A Yes.

Q Can you describe, for the Court, generally the process -- employed on the project whereby APCO received and processed subcontractor billings, presented those to the owner and how that was handled?

A Proximately the 20th of every month the subcontractors would provide their billings for that month and then project to the end of the month. We would compile those requests for payment, package them and present them to Gemstone. Gemstone had a staff on site, daily and they would walk the project, they would determine the percentages complete. Whichever subcontractor's billings were either reduced or changed or modified however they were, they would send them back to us that way. We would then request that the subcontractor comply with the owner's wishes and then once we received the new pay application it would go back to Gemstone for their authorization, they would present it to Nevada Construction Services. And I believe they had ten or twelve days in order to present that to the lending institution to fund the draw.

Q Okay. I'm going to have you keep your mark there in Exhibit 2 and I want to show you exhibit -- what's been marked for identification as Exhibit 3. You just made reference to Nevada Construction Services and what is Exhibit 3?

A It is the contract between Gemstone and Nevada Construction Services.

Q Okay. And you touched on it but just for a little more clarity because the Court's going to see some exhibits involving payments from Nevada Construction Services. What was their role from the start of the project until APCO left the project?

A Well they -- once they receive the pay application approved from Gemstone they would send their inspector out to verify that -- all that work was completed. And then before they sent it to the lending institution to be funded. Once it was funded they would pay the amount to us until the last three months of the job -- that changed, but and then we would pay the subcontractors their portions and we received lien releases from them and then present those back to Nevada Construction Services so that it would pave the way for the next month's billing.

MR. JEFFERIES: I'm sorry, I move for the admission for Exhibit 3.

MR. ZIMBELMAN: No objection.

THE COURT: Admitted.

[EXHIBIT 3 ADMITTED]

BY MR. JEFFERIES:

Q Back to Exhibit 2, Section 5.07 of the prime contract deals with retainage is the terminology used.

What is retainage as that term is used in this agreement?

A It's a portion of the billing retained by the developer. Typically, to ensure that, when the work is done that the work is done properly and there were no suppliers unpaid and the lien releases can be provided and the work is complete and certificates of occupancy issued.

Q Just logistically and from an accounting stand point in the billing process you just described from the subs up through APCO and to the owner, how

do the subs track retention?

A On the cover page of their billing.

Q Okay. And mathematically how is that retention calculated and accounted for?

A It was ten percent when this contract was originally executed -- its says five percent here but prior to making the first payment, Gemstone changed that to ten.

Q As a practical and an accounting matter does APCO ever receive the retention that is withheld from the subcontractor billings on the project?

A Say that again.

Q When APCO receives a subcontractor billing, if its for $100,000 the subcontractor only bills 90,000 and shows ten percent retention, right?

A Correct.

Q During this periodic payment and billing process does APCO ever come into possession of that ten percent retention that the subcontractors reference in their billings?

A Only on the very last payment.

Q Okay. But --

A Not during the project.

Q Okay. Paragraph 5.07 of Exhibit 2, outlines when some milestone retainage can be released by Gemstone. Did APCO ever have any milestone retainage released during the project?

A No.

Q Okay. If you go to paragraph 5.07(f).

A Okay.

Q It references remaining standard retainage and the conditions for which APCO will receive its retention. Were any of those conditions satisfied while APCO was on the project?

A No.

Q Would you, sir, turn to Section 10.01, within Exhibit 2? There's -- that section which is entitled Termination by Developer without Cause. What is that concept in your construct -- in your construction industry known as?

A Well several things could trigger that where the bank would not fund any more, the developer might want to take over the project himself, for whatever reason, there could be several situations where the developer could resolve it -- resolve this amicably with its current general contractor.

Q Okay. This section in effect allows Gemstone to terminate the prime contract for its convenience, correct?

A Yes.

Q Okay. Was the APCO/Gemstone prime contract ever terminated for the owner's convenience?

A No.

Q The next Section 10.02, is entitled Termination by Developer with Cause. I know I'm fast forwarding a little bit, but did Gemstone claim that APCO was somehow in breach and did Gemstone correspondently attempt to terminate the prime contract for cause or APCO default?

A Yes.

Q Okay. Would you, sir, look at Section 10.04, again within Exhibit 2?

A Okay.

Q Did you -- do you have an understanding that this agreement assigns to

Gemstone the subcontracts upon a termination for default?

A Yes.

Q Could you turn to Exhibit 4, what's been marked as Exhibit 4 for identification purposes? And identify that for me?

A It says Original Pay Application Number 9, June 2008, submitted to Gemstone.

Q Actually I'd like to knock out some chunks of time on the project. When approximately did APCO start work on the project?

A Well the original grading contract started -- I want to say in May. And then the prime contract -- if I look back I think it was executed in -- at the end of August -- early September.

Q Of 2007?

A Of 2007 and construction started there right after.

Q Okay. And the Courts already heard reference to the dispute in termination. When did the payment issues that ultimately led to disputes with Gemstone begin to occur?

A In May of 2008.

Q Okay.

MR. JEFFERIES: I would move for the admission of Exhibit 4.

MR. ZIMBELMAN: No objection.

MR. TAYLOR: No objection.

THE COURT: Admitted.

[EXHIBIT 4 ADMITTED]

BY MR. JEFFERIES:

Q Can you explain to the Court, generally and I know we're not going to

get into specific calculations and numbers, but I put on the Elmo the first page of Exhibit 4, and tell me what type of information APCO presents to Gemstone in this format?

A Obviously, this is the cover sheet to show the total for that month -- that's being requested and then behind it would be subcontractor billings, and then spreadsheets provided by our accounting department to categorize and show the line items from the general contract that the funds would be drawn from. And so this is typical of a monthly pay application.

Q Okay. This is for the time period up through June 30, 2008, is that right?

A Yes.

Q In the upper right hand corner.

A It is.

Q Okay. Now this tracks the original contract sum and that shown $78,938,160. Was just the value of phase one?

A Yes.

Q Okay. The next line item is the additions for change orders, for a contract sum to date of eighty-three million and change. Do you see that?

A I do.

Q What does line item 4 depict, generally?

A The prior payments and including this payment -- the total completed to date.

Q Okay. And then the next line item says retainage ten percent of completed work.

A Correct.

Q What does that depict?

A Well when we started the -- I need to clarify something here. When we started the vertical construction the grading contract was obviously underway and fairly -- I want to say 70 to 80 percent complete. So they blended those two numbers and so that's why you have two line items for retainage. The ten percent is on the prime contract for the buildings and the five percent is for the grading contract -- that was blended in.

Q So as we follow the logic of the form down, the retainage is deducted from -- to give you a net amount that APCO is billing to the owner, is that right?

A That's correct.

Q In any of these pay application forms this -- I believe this is the AIA form, has APCO billed the owner for retention -- or retainage?

A No.

Q That is an account that's just maintained by whom?

A My understanding, the bank.

Q Would you look at Exhibit 5, what's been marked as Exhibit 5 for identification?

A Okay.

Q Can you identify this for me, please?

A This was a letter from APCO to Gemstone telling them that we would stop work if we weren't caught up on our payment.

Q I want to -- I don't intend to go through all the letters that I think are going to be stipulated into evidence for sake of time.

If you look at the last page of Exhibit 5, do you see where this was cc'd to all subcontractors?

A Yes.

Q Can you generally describe the payment dispute that arose between Gemstone and APCO during this July/August time period?

A Well on the May pay application they reduced the pay application to exclude any monies going to APCO. And so that prompted this letter to be sent -- in -- they did make the payment.

Q They ultimately did?

A They ultimately made the payment for the May general conditions that they had shorted us.

Q Would you look -- I'm sorry.

MR. JEFFERIES: Move for the admission of Exhibit 5.

MR. ZIMBELMAN: No objection.

MR. TAYLOR: No objection.

THE COURT: It's admitted.

[EXHIBIT 5 ADMITTED]

BY MR. JEFFERIES:

Q Sir, would you look at Exhibit 6?

This is now ten days later, the end of July and what notice is APCO providing to Gemstone?

A It's a notice of intent to terminate the contract if they don't make the payment.

Q Again looking at the last page of what's been marked at Exhibit 6, for identification purposes, that shows this was copied to all subcontractors?

A Yes.

MR. JEFFERIES: Admission of Exhibit 6.

MR. ZIMBELMAN: No objection.

MR. TAYLOR: No objection.

THE COURT: Admitted.

[EXHIBIT 6 ADMITTED]

BY MR. JEFFERIES:

Q Given these notices and these payment disputes -- well strike that. Look at Exhibit 10, if you would. Would it be fair to say that, as of August 11, 2008 you are having ongoing disputes with Gemstone regarding the full payment of the June 2009 payment?

A Yes.

Q And is Exhibit 10 further statutory notice of intent to suspend works/potentially terminate the prime contract?

A Yes, it is.

Q Now, this is dated August 11, 2008, when did APCO -- strike that. I'm showing you the last page Exhibit 10. Again, you're shown as copied as well as all subcontractors, do you see that?

A Yes.

Q The second to the last paragraph states: If APCO Construction has not been paid for Payment Number Nine, owner of construction draw Number Eight in the amount of 6,183,000 by close of business on Thursday, August 21, 2008, APCO Construction reserves the right to stop work on the project any time after that date.

My question to you is when did APCO suspend its work on the project?

A August 21.

Q 2008?

A 2008.

2-

Q So did Gemstone meet this demand or request for full payment?

A No.

MR. JEFFERIES: I move for the admission of Exhibit 10.

MR. ZIMBELMAN: No objection.

MR. TAYLOR: No objection.

THE COURT: It's admitted.

[EXHIBIT 10 ADMITTED]

BY MR. JEFFERIES:

Q During this time period -- I'm going to try and save pulling out another couple notebooks. During this time period, did the owner send APCO letters where it was purporting to withhold certain money from APCO?

A Yes.

Q Sir, I know --

MR. JEFFERIES: May I approach, Your Honor?

THE COURT: Yes.

MR. JEFFERIES: Pull out and keep that and -- this is my first faux pas -- Exhibit 212, --

MR. PELAN: Okay.

MR. JEFFERIES: -- if you would.

MR. ZIMBELMAN: Did you say 212, right?

MR. JEFFERIES: 212, I agree, 212 and 213.

BY MR. JEFFERIES:

Q Sir, can you identify, what's been marked as Exhibit 212 for identification purposes?

A Yes. It's a letter from Gemstone to Randy Nickerl at APCO.

Q And this letter purports to justify withholding the -- from the pay application?

A Yes.

MR. JEFFERIES: I would move for the admission of Exhibit 212.

MR. ZIMBELMAN: No objection.

MR. TAYLOR: No objection.

THE COURT: Admitted.

[EXHIBIT 212 ADMITTED]

BY MR. JEFFERIES:

Q Exhibit 213 is this APCO's response attempting to refute the basis for the withholding?

A Yes, it is.

MR. JEFFERIES: I move for the admission of Exhibit 213.

MR. ZIMBELMAN: No objection, but I would ask that Counsel not lean on, I mean, I understand some of this is background, but I would like the witness to testify about what a document is and such.

MR. TAYLOR: No objection, to the document.

THE COURT: It's admitted.

[EXHIBIT 213 ADMITTED]

BY MR. JEFFERIES:

Q Sir, would you turn to Exhibit 215? And directing your attention to the bottom of the first page of what's been marked as Exhibit 215 for identification purposes. And I'm going to show you the -- tell me what Exhibit 215 is?

A It's an email from Craig Colligan at Gemstone to all the subcontractors telling them that they served APCO a 48 hour termination notice. It also says that

they've selected a GC to -- it says a GC has been selected and they are ready to go. We do not expect any delays or demobilizations in this event.

MR. JEFFERIES: I move for the admission of Exhibit 215.

MR. ZIMBELMAN: No objection.

MR. TAYLOR: No objection.

THE COURT: Admitted.

[EXHIBIT 215 ADMITTED]

BY MR. JEFFERIES:

Q Sir, can you turn to Exhibit 216, and identify it for me, please?

A It's communication back and forth from Randy Nickerl to Gemstone, saying please stop communicating directly with our subcontractors. And then Peter Smith from Gemstone agreed and said until I give written notice Gemstone will not independently conduct meetings with any of the subcontractors.

MR. JEFFERIES: I move for the admission of Exhibit 216.

MR. ZIMBELMAN: No objection.

MR. TAYLOR: No objection.

THE COURT: It's admitted.

[EXHIBIT 216 ADMITTED]

BY MR. JEFFERIES:

Q Could you turn to Exhibit 13?

MR. ZIMBELMAN: I'm sorry, Randy, what number?

MR. JEFFERIES: 13.

MR. ZIMBELMAN: Thank you.

BY MR. JEFFERIES:

Q Can you identify Exhibit 13?

A This is a letter from Gemstone Development sent to Randy Nickerl at APCO Construction indicating they were going to terminate us, if we didn't cure breaches within 48 hours.

Q And per the prior contract provisions we went over, in Exhibit 2, this was a purported notice of termination for a cause, do you see that?

A Yes.

Q In August 15, do you remember what day of the week this was?

A I don't.

Q Okay.

MR. JEFFERIES: I move for the admission of Exhibit 13.

MR. ZIMBELMAN: No objection.

MR. TAYLOR: No objection.

THE COURT: Admitted.

[EXHIBIT 13 ADMITTED]

BY MR. JEFFERIES:

Q Sir, would you turn to Exhibit 14? Can you identify what this is?

A This is a letter from Howard & Howard law firm on behalf of APCO to Holland & Hart, who was representing Gemstone at the time, in response to Gemstone's letter of termination.

Q If you look at that first paragraph, you will see a reference or a note that says: Due to the fact that the notice was provided on a Friday, and due to the limited time to prepare a response.

Does that refresh your recollection that August 15, 2008 was a Friday?

A It appears that way.

MR. JEFFERIES: I move for the admission of Exhibit 14.

6-

MR. ZIMBELMAN: No objection.

MR. TAYLOR: No objection.

THE COURT: Admitted.

[EXHIBIT 14 ADMITTED]

BY MR. JEFFERIES:

Q Sir, would you look at Exhibit 15? Can you identify that for me, please?

A This is a letter sent to Alex Edelstein and Pete Smith from Randy Nickerl of APCO Construction.

Q Does this letter refute Gemstone's purported basis for termination for cause?

A Yes. And it was Randy's last try to bring some common sense into this situation.

MR. JEFFERIES: I move for the admission of Exhibit 15.

MR. ZIMBELMAN: No objection.

MR. TAYLOR: No objection

THE COURT: Admitted.

[EXHIBIT 15 ADMITTED]

BY MR. JEFFERIES:

Q Sir, would you look at Exhibit 16?

A All right.

Q For the record, this is an email on August 19, 2008.

Do you recognize who these people are, were they Gemstone representatives?

A Yes. Jim Horning was an accountant for Alex at Gemstone. And Jennifer Olivares was the lady at Nevada Construction Services that funded the

project.

Q Okay.

MR. JEFFERIES: I move for the admission of Exhibit 16.

MR. ZIMBELMAN: No objection.

MR. TAYLOR: No objection.

THE COURT: Admitted.

[EXHIBIT 16 ADMITTED]

BY MR. JEFFERIES:

Q You'll notice in Exhibit 16, Mr. Horning writes: I'd like to have duel checks cut for this pay application directly to the subs and the general. I believe this is different than what we have historically done on Manhattan West, but similar to how we have paid some Manhattan pay ups in the past.

Can you describe to the Court what that process is -- duel checks?

A Well typically prior to this, as I explained earlier, when we would produce a monthly invoice and it was approved and funded, if it was for $5,000,000 they would write APCO the check for $5,000,000 and we would pay all the subs. In this particular case, this started the process of -- they were going to take a look at the -- each subcontractor billing, make out a check to us and the subcontractor separately, have us sign the back of it, and never receive any funds. So that they were paying the subcontractors and the suppliers directly.

Q Did APCO cooperate in that duel or joint check process?

A Yes, we did.

Q And did any of those payments actually go to the benefit of APCO?

A No.

Q Were any of these joint checks or duel payments made at the --

towards at the end of APCO's involvement on the project include any retention?

A No. They did not.

Q Sir, would you look at Exhibit 23? Can you tell me what this document is?

A This is a notice sent by Jim Barker, our Counsel, to all of our subcontractors indicating that we were stopping work as of August 21st and that our meeting on the 22nd was canceled.

MR. JEFFERIES: I would move for the admission of Exhibit 23.

MR. ZIMBELMAN: No objection.

MR. TAYLOR: No objection.

THE COURT: Admitted.

[EXHIBIT 23 ADMITTED]

BY MR. JEFFERIES:

Q If you go to the paragraph under Note, APCO is advising the subcontractors that as of this date APCO has not has terminated the prime contract, correct?

A Yes.

Q Did APCO ever terminate the Helix or the CabineTec subcontracts?

A No.

MR. JEFFERIES: I can't remember. I move for the admission of Exhibit 23.

MR. ZIMBELMAN: I think you did and I think it was admitted.

MR. JEFFERIES: Okay.

THE COURT: Yes.

BY MR. JEFFERIES:

Q Would you look at Exhibit 24, please? Identify this for the record,

please.

A This is a letter from Randy Nickerl at APCO to the Clark County Building Department telling them that we were withdrawing as the general contractor in relationship to the permits.

Q As of this date, August 22, 2008 had APCO suspended work onsite?

A We had.

MR. JEFFERIES: Move for the admission of Exhibit 24.

MR. ZIMBELMAN: No objection.

MR. TAYLOR: No objection.

THE COURT: Admitted.

[EXHIBIT 24 ADMITTED]

BY MR. JEFFERIES:

Q Sir, would you look at Exhibit 26? And identify this for the record, please.

A This is an email from Jill Gozanda [phonetic], I think that's how you pronounce her name, from Gemstone sent to the subcontractors saying that: June checks should be completed and run at this time. An APCO representative has to sign all the subcontractor checks due to Gemstone's request and prepare the joint checks. An APCO signer should be doing that by the end of the -- today or tomorrow. At that time NCS will contact the subcontractor to pick up their checks.

Furthermore, today APCO's July pay application was submitted to NCS. As mentioned at the meeting on Monday, August 25th, enclosed is the contact information for Camco Pacific regarding pay applications. Please forward your July and August pay resumes request to Yvonne. Obviously, July was already submitted to NCS, but we would like Camco to have a record of the most current pay requests.

Q Is this -- now this is August 28, 2008 again, did APCO cooperate in and facilitate the processing of these joint checks so Helix and CabineTec could receive their money?

A Yes.

Q Short of retention.

A That's correct.

MR. JEFFERIES: I move for the admission of Exhibit 26.

MR. ZIMBELMAN: No objection.

MR. TAYLOR: No objection.

THE COURT: Admitted.

[EXHIBIT 26 ADMITTED]

BY MR. JEFFERIES:

Q Sir, would you look at Exhibit 27? It's a lot of information, but can you just identify the letter.

A This is a letter from Gemstone to APCO and it's basically saying that money that we had threatened to pull off the job when they subsequently funded us that they were taking it back out of the June pay application to reimburse themselves.

Q In this letter, if you look at the second paragraph, does Gemstone indicate that -- to APCO that fact they believe they terminated the prime contract as of August 24, 2008?

A It says: Pursuant to Manhattan West, August 15th, notice regarding termination of phase one, for cause and APCO failure's to cure, said forth in the notice prior to August 17th agreement for ter -- the agreement terminated for cause on August 24, 2008.

So it says that: APCO's not entitled to receive any further payments until work as defined in the agreement is finished.

So.

MR. JEFFERIES: I move for the admission of Exhibit 27.

MR. ZIMBELMAN: No objection.

MR. TAYLOR: No objection.

THE COURT: Admitted.

[EXHIBIT 27 ADMITTED]

BY MR. JEFFERIES:

Q Did APCO contest the basis that Gemstone was raising in these default letters?

A We did.

Q Would you look at Exhibit 28? Can you identify this document for me, please?

A It's a letter from Jim Barker to Alex Edelstein at Gemstone telling him that we have now terminated the contract.

MR. JEFFERIES: I move for the admission of Exhibit 28.

MR. ZIMBELMAN: No objection.

MR. TAYLOR: No objection.

THE COURT: Admitted.

[EXHIBIT 28 ADMITTED]

BY MR. JEFFERIES:

Q And in accordance with Exhibit 28, did APCO consider its notice of termination to Gemstone to become effective as of December 5, 2008?

A September 5?

Q September 5.

A Yes, we did.

Q And that was copied to all the subcontractors?

A Yes.

MR. JEFFERIES: Your Honor, I don't remember if I moved to admit Exhibit 28, but I so move.

THE COURT: It was admitted, I believe.

MR. JEFFERIES: Thank you.

BY MR. JEFFERIES:

Q Sir, would you turn to Exhibit 218?

MR. ZIMBELMAN: I'm sorry --

MR. JEFFERIES: 218.

MR. ZIMBELMAN: Thank you.

BY MR. JEFFERIES:

Q Are you there?

A Yes.

Q I just want to ask you a question about the first page, can you identify this for me, please?

A It's a pay application for the period ending August 3 -- August 31st, 2008.

Q Prepared by whom?

A Camco.

Q And directing your attention to the retainage line item and our record may reflect some people saying retention and some people saying retainage, are they in effect the same thing?

A They are.

Q Okay. Line item 5 in Exhibit 218 shows a retainage balance of approximately five point three million dollars, do you see that?

A Yes.

Q As of August, 2008, would that Camco accounting of retention would have nec -- would it have included APCO's retention that had been accruing during the project?

A Yes. Because this was actually our last billing, but they wouldn't accept it from us, and so we wanted to get the subcontractors paid and additionally Camco signed the contract with Gemstone August 26th.

MR. JEFFERIES: I move for the admission of Exhibit 218.

MR. ZIMBELMAN: No objection.

MR. TAYLOR: No objection.

THE COURT: It's admitted.

[EXHIBIT 218 ADMITTED]

BY MR. JEFFERIES:

Q Sir, you just made reference to the Camco/Gemstone agreement. Would you turn to Exhibit 162? What is this document?

A This is the general construction agreement between Gemstone and Camco and I was a day off.

Q What is its effect date?

A August 25, 2008.

Q Okay.

MR. JEFFERIES: I move for the admission of Exhibit 162.

MR. ZIMBELMAN: No objection.

MR. TAYLOR: No objection.

THE COURT: Admitted.

[EXHIBIT 162 ADMITTED]

BY MR. JEFFERIES:

Q Did Camco -- strike that. Based on your understanding, did Camco contract to complete APCO's scope of work?

A They did.

Q Can you turn to Exhibit 31? Can you identify that for me, please?

A And this was APCO's August pay application submitted to Gemstone.

Q Was this APCO's final pay application for the project?

A It was.

Q As of this point, you'd received notice that Gemstone was proceeding with Camco, correct?

A That's correct.

Q This final pay application, for APCO, does not bill for retention, does it?

A It does not.

MR. JEFFERIES: I move for the admission of Exhibit 31.

MR. ZIMBELMAN: No objection.

MR. TAYLOR: No objection.

THE COURT: Admitted.

[EXHIBIT 31 ADMITTED]

BY MR. JEFFERIES:

Q In looking at Exhibit 31, can you tell at that time what APCO believed it's percent completion was on the project?

A 76 percent.

Q Did APCO ever receive any payment -- further payment from Gemstone in response or relation to Exhibit 31?

A Just the subcontractors.

Q And those subcontractor payments that you did receive were those paid to the subcontractors individual?

A They were.

Q Did APCO file a lawsuit against Gemstone for breach of contract?

A Yes, we did.

Q Having -- as of September 5, 2008 when APCO terminated the prime contract and even sitting here today, has APCO either directly paid or insured payment through a joint check to all subcontractors for the work that was completed for and at the request of APCO on the project?

A All the subcontractor invoices through August were funded and paid by Gemstone.

Q Okay.

A For us.

MR. JEFFERIES: I have nothing further, Your Honor.

THE COURT: All right. It's now 10 to 12:00, did you want to cross now or did you want to --

MR. ZIMBELMAN: I could use some biologic break anyway, but perhaps we should take lunch break now -- come back.

THE COURT: All right. We'll reconvene at 1:30.

MR. ZIMBELMAN: Thank you, Your Honor.

THE COURT: Thank you.

[Recess taken at 11:48 a.m.]

[Trial resumed at 1:35 p.m.]

THE MARSHAL: All rise, come to order.

THE COURT: Good afternoon, please be seated.

We're back on the record, same appearances are noted.

MR. ZIMBELMAN: Yes, Your Honor.

THE COURT: Witness has retaken the stand.

MR. ZIMBELMAN: Yes, this is cross-examination, Mr. Pelan.

THE COURT: Right.

MR. ZIMBELMAN: Before we proceed with that, Your Honor, we have a stipulation about exhibits.

THE COURT: Okay.

MR. ZIMBELMAN: Do you have the list?

MS. BACON: I do, in the Joint Trial Brief that's only signed by APCO, Exhibits 1-3 are APCO stipulated exhibits, Helix's stipulated exhibits and North National Wood's stipulated exhibits. So we're going to prepare written stipulation, but any objections by either National Wood or Helix have already been placed in those and we're going to prepare a stipulation to that effect.

MR. ZIMBELMAN: In essence, Your Honor, other than maybe one or two -- other than the deposition transcripts themselves, you know, the parties really are not -- stipulating to mostly everything else, so perhaps we can just dispense with offering exhibits for the time being?

THE COURT: Just make sure you're on the same page with the Clerk so she can -- that what the record reflects.

MR. ZIMBELMAN: That makes sense, yeah.

THE COURT: Okay.

MS. BACON: And then so we'll prepare that and then it will be incumbent upon any party here today until that's submitted to object otherwise we'll --

THE COURT: Okay.

MS. BACON: -- assume therein. And we wanted to check on your schedule for tomorrow.

THE COURT: Well tomorrow I'm in motions, in the morning. So I think we can resume at 1:30.

MS. BACON: 1:30, okay.

THE COURT: Right?

MS. BACON: Thank you, Your Honor.

THE COURT: If you want to take a moment, I'll talk with my law clerk and see if he thinks I'll be done earlier in the morning. I don't think so, but I can see if he thinks I can anticipate some --

MR. ZIMBELMAN: Yeah, your fax had indicated that you might be so --

THE COURT: So I'm going to check with him real quick just be at ease.

[Pause in proceedings]

THE COURT: All right. We consider that the calendar could go until 11:00 tomorrow. My thinking rather than have you come in at 11:15 or 11:00 or something like that. There's some pretty extensive motions on. How about we just resume at 1:00 instead of 1:30 tomorrow, would that work and save a half hour there?

MR. ZIMBELMAN: Thank you, Your Honor.

MR. JEFFERIES: Yes, Your Honor.

THE COURT: Okay. And who knows after this maybe I'll go back in there and oh this -- a couple of things have come off now. Well if that happens before we adjourn today, I'll let you know but right now we've got some pretty extensive

motions.

MR. ZIMBELMAN: Great, thank you.

THE COURT: Okay. You may --

MR. ZIMBELMAN: May I proceed --

THE COURT: -- proceed, uh-huh.

CROSS-EXAMINATION

BY MR. ZIMBELMAN:

Q Hello again, Mr. Pelan. Could I and I asked you before the -- while the Court was out of session to turn to -- have the Exhibit 162 up. Do you have that available?

A Yes.

Q You testified about this with your Counsel. This is Amended and Restated Manhattan West General Construction Agreement between Gemstone and Camco, correct?

A Yes.

Q And you weren't involved in preparing this document, right?

A No. I was not.

Q Or negotiating it?

A No.

Q But you have reviewed it, correct?

A I looked at it.

Q Would you look at Section 3, Article 3 -- I'm putting up on the screen right now? This is titled Express Exclusions from the Services. Do you see that?

A I do.

Q It states: Any items not set forth in Article 2 -- which is the services, the

general contractors to provide. Anything not set forth in Article 2 are not considered part of the services including without limitations the items set forth below the exclusions.

And the list of exclusions starts at 3.01 A through T, correct?

And then there's a section entitled Express Exclusions 3.02 and it states: The following items are expressly excluded from the services that this list is not intended to be exhaustive or complete, and the fact that an item listed below shall not imply the such item is included in the services, only those items expressly identified in this agreement as general contractor's responsibility are included in the services.

And then there's another subset A through G of Express Exclusions, correct?

A Yes.

Q So I want to ask you about a couple of these -- beginning at 3.01 it states: The developer responsibilities, the following items shall be the sole responsibility of the developer and developers required to perform these responsibilities in accordance with all applicable Federal, State and Local laws and so forth.

And the first item is A, on the next page, and it states: Developer shall be responsible for and shall coordinate all construction, means, methods, techniques, sequences, procedures necessary for or related to the work.

That provision's not in APCO's contract with Gemstone, is it?

A I don't believe so.

Q And in fact, Gemstone -- APCO took on those types of responsibilities, means and methods of the work, didn't they?

A Yes.

Q Under Subsection (c): Developer shall keep full and detailed accounts and exercise such controls as maybe necessary for proper financial management under this agreement.

APCO didn't exclude financial management from its contract, did it?

A I don't --

Q With Gemstone

A I don't know if understand the question.

Q Sure. This exclusion is for financial management responsibility. Is there a similar exclusion in APCO's contract with the owner?

A I can't tell you, I don't have it memorized.

Q Okay. You're not aware of one, are you?

A All I know is that procedurally, throughout the project, Alex was the financial manager.

Q Alex Edelstein?

A That's correct.

Q Okay. From Gemstone, correct?

A Yes.

Q Under 3.02 on the next page.

A Okay.

Q These are the express exclusions: General contractors shall not be responsible for any of the costs, fees, or expenses related to the work.

Do you see that?

A Yes.

Q Did APCO pay for costs, fees, and expenses related to the work, when

it was the general contractor?

A Yes.

Q And it billed the owner for those, right?

A We did.

Q But it paid them out of pocket first, correct?

A No.

Q It never paid out of pocket for costs and expenses on the project?

A Well that's kind of a double edge question there.

Q Some -- you got some expenses.

A Yes.

Q Okay. That's a fair answer.

Subsection (c): General contractor shall not be responsible to developer for acts, errors and admissions of the developer or any third party service provider.

Do you understand that that language is saying that Camco is not responsible for the acts and admissions of its subcontractors?

A I see that.

Q Was APCO similarly excluded from the responsibility for the acts, admissions of its subcontractors?

A I'd have to reread it, I don't think so.

Q How about subsection (f): General subcontractors shall not be responsible for any cost overruns by third party service providers.

Did APCO have an exclusion or an exemption from responsibility for cost overruns by its subcontractors?

A I'm not sure I understand what you're saying -- you're asking --

Q Sure.

A Sir.

Q Let's say Helix had spent more money than his contract value and asked APCO to pay for that. Would APCO be able to pass that cost up to the owner? Would the owner accept that?

A That's a two part as well, first of all --

Q Sure.

A It's --

Q Take the first one.

A It's a condominium project and continuously the owner was trying to sell units and they had upgrade packages. So as they would sell these packages then those requests would get filtered through us to the subcontractor but that was actually coming from the owner. If we did something to cause a contract to re-sequence or work overtime or something like that then that was on us.

Q Right. And you weren't excluded from that kind of responsibility in your contract with the owner, correct?

A Right.

Q The owner would hold you to that, if you had a cost overrun.

A That -- in -- yes, unless it was a change order generated.

Q Understood and in fact, the owner alleged that you had 17 million dollars in cost overruns.

A Something like that.

Q You don't agree with that obviously.

A No.

Q It's fair to say isn't it, that Article 3, these exclusion section does not

appear, in fact, nothing like it appears in your contract with APCO -- excuse me with Gemstone?

A There's a section of express exclusions but I can't tell you what they are. I -- this is different than ours though.

Q It's definitely difference -- a different contract, isn't it?

A It is.

Q Take a look at Article 6, which is the compensation for services. This states that: In an exchange for the services, developers shall pay general contractor an amount equal to $100,000 per month, called the general contractor fee, which can be reduced to $30,000 per month upon the issue of certificates of occupancy or certificates of completion for four of the five buildings.

Did I paraphrase that accurately?

A Yes.

Q That isn't what was in your contract, was it?

A No.

Q In fact, yours was a guaranteed maximum price agreement, wasn't it?

A Correct.

Q Now, take a look at Article 7, be the next page. This provides for the section on progress payments. In subsection (h) it states that: Pursuant to the third party agreements, third party service providers; subs and their subcontracts, right. Shall deliver their individual payment applications to general contractor, correct?

A Yes.

Q That's the same as -- essential was to occur with the APCO agreement, correct?

A Yes.

Q Subsection (b) states: On approximately the first day of each month general contractor shall prepare applications for payment for the previous month on forms similar to AIA-G702 and G703. That's essentially what APCO did as well, correct?

A Yes.

Q Subsection 3 -- excuse me -- states: Each application for payment shall be based on the most recent schedule of values.

That's the same as your contract, isn't it?

A I don't have the side by side, but I'll take your word for it.

Q In general?

A Yes.

Q Subsection (c), about half way through beginning with the words upon approving. Do you see that? I've got it highlighted on your screen, if you want to look there?

A Okay.

Q Upon approving such application for payment, developer shall submit to developer's lender or such lenders authorized designee the corresponding draw application for the undisputed amount to be paid pursuant to such application for payment called the draw application. Thereafter, the amount requested in a draw application shall be paid within 40 days of the submission of such draw application the progress payment, correct?

A Yeah, it's a little different than ours. I think ours was 12 days.

Q But in essence of the -- procedure is the same, correct?

A I believe so, yeah.

Q Okay. Now, do you know -- one last issue. The next page is

subsection (e) of 7.01 and it states that: Upon receipt of the progress payment, general contractors shall promptly pay each third party service provider the amount represented by the portion of the percentage of the work complete, that was completed by such third service provider during the period of covered by the corresponding progress payment.

In other words, you get pay, you pay your subcontractors, correct?

A Yes.

Q And that was also in general how your contract with Gemstone worked, isn't it?

A Yes.

Q Okay. Do you know who Brad Scott is?

A I -- he -- I guess is the owner of Brad Scott Financial.

Q Right. The president of Scott Financial, the lender on the project, right?

A Yes. I believe the broker.

Q Would you turn, please, to Exhibit 168? This is your -- this is APCO's Exhibit 168. And this is a letter from Scott Financial to Nevada State Contractors Board and I'll show you that on page 3, it's signed by Brad Scott, President, Scott Financial Corporation. And among other things, Mr. Scott advises the Contractors Board, on page 2, the highlighted section, that APCO was terminated by Gemstone for cause in August, 2008. I understand APCO disputes that, correct?

A Yes.

Q You believe that you terminated them before they terminated you, don't you?

A Yeah, I think so.

Q And after such termination, Gemstone engaged Camco to serve as the

general contractor for the project. Once this substitution occurred the payment process used during the APCO engagement was continued with some alterations. The most important of these alterations was based on the shift from a guaranteed maximum price to a simple monthly fee. We looked at the difference your GMP contract and the $100,000 per month fee that they were going to give Camco, correct?

A Yes.

Q So you believe that to be an accurate statement, don't you? Mr. Scott's statement to the board?

A Yes.

Q In that same paragraph, highlighted, starting with, consequently: APCO assumed responsibility for the financial aspects to the project and the proper engagement and payment of the trade contractors that --

I don't want to take that out of context, let me back up.

Talking about the difference between the GMP contract and the simple monthly fee contract, APCO had agreed to deliver the project for a guarantee maximum price and received a fee for its services base on a percentage of each payment application, is that a fact?

A I don't think that's a fact. I'm not --

Q You believe it --

A I got to be honest I'm unclear on that.

Q You don't know -- and I'm not suggesting that they were paid in full, I'm just suggesting that's the way it was supposed to work.

A Okay.

Q Would you agree with that?

A If that's what he says.

Q Okay. And you don't necessarily know if that's true?

A I don't.

Q Consequently APCO assumed responsibility for the financial aspects of the project and the proper engagement and payment of the trade contractors.

Do you believe that that's a true statement?

A Yes. That's true.

Q In contrast, Camco was paid a basic fee of $100,000 per month plus certain expenses to serve as the general contractor for the project, provided however, that Gemstone, not Camco, solely responsible for selecting and negotiating the engagement of the trade contractors by Camco. That's not the case for APCO, is it?

A No.

Q Gemstone didn't pick Helix, you did, correct?

A No. That's not true.

Q So Gemstone did pick Helix?

A Helix was hired way before APCO.

Q Did he like -- excuse me did Gemstone require to hire Ap -- Helix --

A Absolutely --

Q -- for the contract?

A Yes, sir.

Q Did they require you to hire everybody that you hire?

A No.

Q Okay. Some you did and some you didn't.

A Right. CabineTec was one as well.

Q Okay. Because of this shift in responsibility all the decisions and communications for payment authorization and processing were handled by Gemstone without Camco's ongoing involvement. That's what Mr. Scott says, do you know if that's true or not true?

A I have no idea. I was not there.

Q However, APCO certainly had some involvement in applying for and receiving payment, correct?

A Until the last three months.

Q Right. Until you stopped working on the project -- till the dispute arose.

A Well until Alex decided to do joint checks with the subcontractors.

Q Right. There was a point where they were issuing joint checks, correct?

A Yes, sir.

Q Before that point, however, money came from Gemstone to APCO and then APCO in turn paid checks on APCO checking account to the subcontractors, right?

A Yes.

Q Fact most of the checks paid to Helix say APCO Construction on them, right?

A That's correct.

Q And then at the very end, there's some checks that say to Helix and APCO or to APCO, Helix and a subcontractor of Helix, for example. You've seen some of those documents, haven't you?

A Yes.

Q Back to 162 for just a quick moment. Turning to Trial Exhibit 162, page 26, that's Exhibit E to the Camco subcontract.

A All right.

Q This is a document entitled Previously Completed Work. Are you able to state whether or not this Exhibit E is an accurate representation of the previously completed work, as of the time that Camco became the general contractor?

A I would have to compare with our documents, I guess.

Q So sitting here today are you able to render any kind of an opinion one way or another as to whether it's accurate, sort of accurate, generally accurate, or completely inaccurate?

A I would say it's close.

Q Close. That's a fair answer, thank you.

MR. ZIMBELMAN: Your Honor, just in case, and I know we stipulation, but just in case I'd offer 168

MR. JEFFERIES: No objection.

MR. ZIMBELMAN: And I think 162 --

THE COURT: It's admitted.

[EXHIBIT 168 ADMITTED]

MR. ZIMBELMAN: -- is already offered and admitted.

And 162 -- are you trying?

BY MR. ZIMBELMAN:

Q Now, I understand that you're a position that Helix is not entitled to receive retention from APCO because, at least in part, it didn't complete the work, correct?

A None of us got to the point where we could request retention.

Q Okay. And your Counsel has referred to Section 3.8 of the APCO/Helix subcontract agreement as being a basis for not owing retention to Helix. Do you

understand that?

A Yes.

Q If you would like to pull out Exhibit 45 -- excuse me, yeah, Exhibit 45. It's an APCO exhibit and particularly I'm looking at page 4 of Exhibit 45. First of all you -- do you recognize Exhibit 45 to be the document that APCO contends is the written contract between APCO and Helix?

A It appears to be, yeah. Was not involved in the --

Q Preparation of the trial exhibits.

A Well that and the contract itself. But yes, it appears that it is.

Q Okay. And looking at paragraph 3.8 on page 4 of the exhibit, and I've got that up on the screen as well.

A Okay.

Q States that: Ten percent withheld retention shall be payable to subcontractor and only upon the occurrence of all the following events each of which is conditions precedent to subcontractors right to receive final payment, hereunder and payment of such retention; (a) completion of the entire project described in the contract documents; (b) the approval and final acceptance of the project worked by owner; (c) receive a final payment by contractor from owner; (d) delivery to contractor from subcontractor of all as-build drawings and so forth and so on, correct?

A Yes.

Q Your contract with the owner contains some similar language, doesn't it?

A Yes.

Q Will you turn to Exhibit 2, please?

MR. ZIMBELMAN: By the way, Your Honor, I'll offer Exhibit 45.

MR. JEFFERIES: No objection.

THE COURT: Admitted

[EXHIBIT 45 ADMITTED]

BY MR. ZIMBELMAN:

Q So looking at Exhibit 2, once you get there let me know, Mr. Pelan.

A Okay.

Q This is a document entitled Manhattan West General Construction Agreement for GMP. Do you recognize Exhibit 2 to be the agreement that APCO had with Gemstone?

A Yes.

MR. ZIMBELMAN: And I believe this was already offered and admitted?

MR. JEFFERIES: Yes.

BY MR. ZIMBELMAN:

Q Turning to page -- excuse me Section 2.01, which starts on page 5, under General Contractor Responsibilities; 2.01 states -- or 2.01(a): General contractor agrees to complete the work, furnish efficient business administration and superintendents, and use its best -- beginning of the next page, best efforts to complete the project in the best and soundest way, and the most expeditious and economical manner consistent with the interest of the developer, right?

A Yes.

Q Did I read that accurately, yes?

A Yes.

Q And that is -- that was APCO's responsibility, correct?

A Yes.

Q Turning to Section 2.10 is on page 16 of the exhibit, again I'll put it up on the screen, if you care to look along there.

A Got it.

Q The work within or related to each building and so forth.

A Okay.

Q Shall be deemed completed, upon the completion of the work in such building in the corresponding common area.

In other words this is the definition of completion pursuant to your contract, is it not?

A Yes.

Q You would agree with me that, at least, while APCO was working on the project, it was never complete, correct?

A That's correct.

Q And in fact, the project was never completed, right, as far as you know?

A Under the -- under that ownership.

Q Under that -- the Manhattan West Project was never built completely.

A Correct.

Q Turning to 5.06 that's on page 28 of the exhibit. This relates to final payment. It states: 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, and among those is the full performance of the contract, except for warranty, a final certificate of payment has been issued and other conditions.

None of those ever came to fruition, while APCO was on the project, correct?

A Correct.

Q And under 5.7, which is the next page, page 29. Your agreement also states: With regard to retainage -- retainage is another word for retention, correct?

A Yes.

Q Retainage each progress payment shall be subject to retainage equal by five percent multiplied by the amount of such progress payments, the standard retainage.

And I think you testified that eventually the owner required ten percent retainage, correct?

A Yes.

Q And you withheld ten percent retainage from the subcontractors, correct?

A Exactly.

Q Under 5.07(f), on the next page -- excuse me two pages later, just before Article 6: Any remaining standard retainage, monthly retainage, and milestone retainage shall not be released to general contractor -- excuse me shall be released to general contractor on the date that: One, final completion is attained; and two, all outstanding disputes between the 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 [indiscernible], correct?

A Yes.

Q Now, it is my understanding from the Pretrial Brief -- excuse me from the -- yes from the Joint Pretrial Brief that -- or Pretrial Memorandum, I should call it that APCO filed a Motion for Summary Judgment against Gemstone in the amount of $20,782,659.96, does that sound accurate to you?

A Close, yeah.

Q Do you know how that 20 million dollars approximately was calculated?

A I can guess.

Q I don't want you to guess. We're you involved in the development of that figure, of that number?

A I was not.

Q How much was APCO owed when it stopped working on the project? If you have an approximate number that would be acceptable.

A I would say approximately eight million.

Q Approximate eight million, okay. And I'm not trying to -- this isn't a got ya exercise, Mr. Pelan, I just want to get an approximate number that we're dealing with and, at least, a rough order magnitude of what we're talking about, in terms of what was owned to APCO.

If you would turn to APCO's Exhibit 10? I believe you examined this document with your Counsel, as well. And it is the APCO letter dated August 11, 2008, notice of intent to stop work, close of business, Thursday, August 21, 2008, correct?

A Yes.

Q This is the last time you issued a stop work notice to APCO -- to Gemstone, correct?

A I don't think so.

Q There was another notice of intent to stop work?

A I think so.

Q Or notice of termination?

A You know, there was so much paper flying the last month.

Q Yeah. Lot of back and forth with the owner.

A It seems like there was one after this that's all I'm saying.

Q Okay. And again I'm not trying to trick you, this isn't some got ya, I believe this could be the last one you've issued and we'll look at some of the other ones that were issued before hand, in a bit.

But in any event, this is a letter to Mr. Edelstein at Gemstone advising him of APCO's intent to stop work if it's not paid by the close of business on Thursday, August 21, 2008, correct?

A Yes.

Q And if you look at page 6, at the very top it states -- under the underlined section, in the first paragraph: As such the correct amount of the June progress payment should be 6,183,445.24, right?

A Yes.

Q And that's the amount that APCO insisted upon being paid or it was going to stop work, right?

A Yes.

Q And there may have been additional amounts earned or billed after this date, correct?

A Can I look at the front again? Just -- July -- there was.

Q Was it fourteen million?

A No. This was for the -- we were saying that we're going to stop work if we don't get funded for the July draw.

Q Right.

A Right.

Q And then there was an August draw as well, correct?

A That's correct.

Q Now, the August draw was not paid to APCO, right?

A June, July or August, that's correct.

Q But payments were made to some of the subcontractors, correct?

A All that billed.

Q Eventually.

A Yeah.

Q Your last payment application was for the August period, correct?

A That's correct.

Q And so you indicated that at the time you left the project you were at approximately eight million, right.

A That's not reflected in this letter.

Q Right. There's some additional sums on top of what's in this letter, right?

A Yeah, that was APCO's money.

Q Okay. Now, that eight million -- the six million included monies owned to the subcontractors, didn't it, for their progress payments?

A Most of it.

Q And the eight million included money owed to the subcontractors for their progress payments, correct?

A No.

Q So you're owed eight million dollars over and above the progress payment?

A We had an ongoing dispute with Gemstone that -- we had made several changes and paid to keep the project moving, while we had APCO pending change

orders that were due us beside and apart from the subcontractors. And with the addition of the three months that we didn't get paid are APs and general conditions and the money that we had already paid out through -- from January to August that's what we were out, approximately eight million dollars.

Q Over and above the six million plus that are in the progress payments --

A Over and above --

Q that are reflected here --

A -- the subcontractors.

Q So that's about fourteen million, all right.

A Yes, but this was paid except for our money, as far as I know.

Q Okay. So the -- roughly -- APCO's fee was roughly ten percent of the progress billings by the subcontractors, correct?

A You know, I don't remember. I'd have to look.

Q Okay. Is it more than 10 percent?

A No. I don't think so.

Q So if the subcontract -- it the totally billing is six million the subcontractors are owed 90 percent of that or less and APCO's owed the rest, right?

A Generally speaking.

Q Generally speaking. So what I'm trying to understand, sir, is how you got a 20 million dollar judgement or at least ask for a 20 million dollar judgement, when there was a six million dollar progress payment outstanding of which all but 10 percent or so was eventually paid, through to the subcontractors, plus an eight million dollar claim that you contend APCO had for change orders. How do you get from eight or nine million to 20?

A I have not seen that document?

Q Okay. Did APCO ask to be paid every penny that it was owing from Gemstone, when it applied for a Summary Judgement with this Court?

A To be honest with you I have not even read them -- the judgement.

Q So you don't know if that 20 million dollars includes retention that you were owed?

A I do not.

Q By the way are you aware the Camco contract does not allow Gemstone to withhold retention from Camco?

Don't mean to jump around. Go back to Exhibit 162. I'm looking at 7.03 of the Camco contract that's on page 10, of the Exhibit 162.

And it states: No retention shall be held from the general contractor fee or the general contractor expenses. Those are the monies to be paid to Camco under this agreement, correct?

A Yeah, I see that.

Q That is most definitely not what was in your contract, right?

A Right.

Q Now, going back to paragraph 3.8 we can also look at your paragraph 2.01 and 5.07 with regard to when you're entitled to retention payment, right, at the completion of the project, correct?

A Yes.

Q That's not unusual, is it?

A No.

Q To receive your retention at the end of the job?

A No.

Q In fact, that's almost always how it works, isn't it?

A Yes.

Q And the general contractor's retention is withheld, the subcontractors' retention is withheld and once you get the job done, presumable you're going to have a close out, everybody is going to sing Kumbaya, going to get the final payment, everybody gets their retention, right?

A And you don't have to call lawyers.

Q You don't have to call lawyers. So we all hope it works except for maybe the lawyers, right?

A That's right.

Q Well that's not really -- I guess my point is it's not really any different here, is it?

A No.

Q This is not a remarkable provision, is it?

A No.

Q Did APCO ever notify Helix that it was terminating its subcontract?

A Not that I know of.

Q Did it ever notify any of the subcontractors that it was terminating their subcontracts?

A Not that I know of.

Q Can you turn to Exhibit 45, page 9 and its Section 9.2. And I've got it up on the screen, if you want to just trust me.

9.2 states: Notice to subcontractor, the contractor shall provide subcontractor -- and the contractor in this case is APCO, right? The subcontractor in this case is Helix, correct?

A Yes.

Q Contractor shall provide subcontractor with written notice of the termination two calendar days in advance of the effective date of the termination.

And this is under APCO's right to terminate for convenience, correct?

A Yes.

Q So if APCO wants to terminate Helix, it can do so but it has to give it notice -- written notice, right?

A Right.

Q But it never did that.

A No.

Q Did APCO ever give Helix written notice that it -- APCO terminated its prime contract with Gemstone?

A Well I believe they were copied on all the letters and correspondence throughout June, July, August and September.

Q All right. We looked at number of letters, with your Counsel and Counsel pointed to Exhibit 28. And specifically this is the notice of termination from APCO to Mr. Edelstein at Gemstone on September 5th, 2008 and Mr. Jefferies showed us this cc'd all subcontractors, right?

A Yes.

Q And your testimony was based upon that APCO had notified the subcontractors, right?

A Yes.

Q Are you aware of any emails proving that that notice went to the subcontractors?

A I would have thought that that would have been done by fax back then?

Q Okay. Are you aware of a fax that was sent to the subcontractors with

that letter?

A Me personally, no.

Q Are you aware of any fax confirmation document that has been offered into evidence, in this case, showing that that letter was sent to the subcontractors?

A I don't think I've seen one.

Q That's the only termination notice that APCO ever gave to Gemstone, isn't it? That's the document that terminated the contract from APCO's perspective, isn't it?

A Septem --

Q August 21 letter?

A I thought there was a September 5 letter.

Q I'm sorry I was -- I had the date wrong. September 5, correct. I'll show it to you again. The September 5 letter. Right. That's the culmination of a bunch of letters, but that's the termination notice, isn't it?

A Yes.

Q And there wasn't one after that, was there?

A I don't believe so.

Q I'm showing you Exhibit 5, which I believe your attorney showed you, as well, which is the July 18, 2008 letter it's entitled Amended Notice, right? And it's titled -- the resection is Notice of Intent to Stop Work, close of business July 28th, 2008, all right?

A Yes.

Q The fact that it's called the amended notice, isn't that indicate there's been a prior notice of intent to stop work that was issued?

A I believe so.

Q And in fact, the fact that the dispute that had been going on with the owner that led to this letter went back, at least, a couple of months before that, didn't it -- end of May.

A End of May.

Q And then following the July 8th -- 18th letter is a July 8th letter -- excuse me July 28th letter, which is Exhibit Number 6 and I believe your Counsel showed you this, as well. Notice of intent to terminate contract deadline August 14, 2008. Now, APCO didn't actually terminate on August 14th, 2008, did they?

A No.

Q They terminated on September 5, correct?

A Yes.

Q So this notice was superseded by a subsequent notice, wasn't it?

A There was one in between the September 5th.

Q There was a later notice.

A Yes.

Q That replaced this notice.

A I believe so, yes.

Q Okay. And this notice replaced the stop work notice that we saw in Exhibit 5, dated July 18th, didn't it?

A Yes.

Q And I'm showing you now Exhibit Number 23, again this is an APCO exhibit. And this is a notice to all Manhattan West subcontractors and it says: Attached here to is APCO's notice of stopping work and notice of intent to terminate contract for nonpayment.

And the second page of that document is that letter date August 21st,

correct?

A Yes.

Q And this the letter that sets up the termination on September 5th, isn't it?

A Yes.

Q Okay. So as of August 21st, at least, APCO has informed its subcontractors that it is intending to stop work, correct?

A Yes.

Q It doesn't, however, say that it is going to -- also I should say states that the letter, at least, states that APCO intends to terminate on the 5th, right?

A Yes.

Q Okay. So the subcontractors know that you're stopping work and they know you're -- you've stated that you intend to terminate, even though you stated that before and you haven't, correct, by way of this letter?

A Yes.

Q And you also informed, by way of this notice from James Barker, your corporate Counsel, you informed the subcontractors that APCO is only stopping work, at this time it has not terminated its contract with Gemstone, all such -- as such all subcontractors until advised, in writing, by APCO Construction remain under contract with APCO Construction, correct?

A Yes.

Q So the subcontractors are told you're still under contract with us, until further notice, correct?

A Yes.

Q And APCO never gave that further notice to the subcontractors, did they?

A The owner did.

Q The owner did. The owner informed Helix that it was terminating APCO's subcontract with Helix.

A No.

Q Let me put it a different way. Did the owner have the right to terminated APCO's contract with Helix? It's APCO's contract, isn't it?

A Well they had the right to it, inadvertently because once they term -- the termination occurred, whether the argument is that we terminated or they terminated there is an assignment clause in our GMP contract that all of our subs report directly to the developer. And we had to comply with the other terms and conditions in there so that we weren't in breach of contract, and there were meetings, weekly meetings where the subcontractors understood this. Hell, they were giving us information -- some of the subcontractors were reporting to us that Camco had already been hired before we got the notice from Gemstone. So the letters are one thing but, you know, it's kind of like.

Q So constructive termination?

A Yes.

Q Okay. But as you testified before, there's no letter from APCO to Helix saying we hereby terminate your contract.

A Well we would have been breaching our contract with Gemstone.

Q Even after you terminated your contract with Gemstone?

A I believe so.

Q All right. So that's the reason you didn't send Helix a notice that you were terminating Helix's contract? Is that you were afraid of breaching your contract with Gemstone?

A We had to make a clean transition by the terms of our GMP contract. And we add a letter from Alex, to that effect that one point, as well. I believe stating that we had -- that is why we had to do the permit letter and so on and so forth.

Q You also looked at Exhibit 24 with your Counsel, this was the letter that APCO wrote to Clark County Department of Development Services.

A Yes.

Q The building department, right?

A Yes.

Q It's called something else now, isn't it?

So you write to the building department on August on 22nd, which is the day after the notice of intent to stop work on August 21st, right?

A Yes.

Q And you tell the building department that you are withdrawing as general contractor of record, correct?

A Yes.

Q And asking to resend and cancel the existing building permits that are in APCO's name, right?

A Right.

Q And in fact, on page 2 of that document there's a stamp at the top -- there it is, states: Cancelation letter, correct?

A Yes.

Q And the language on the letter states: Please see below for Manhattan West building and permit members that are currently in APCO's Construction's name that we would like canceled, right?

A Yes.

Q So even though, you haven't yet terminated your agreement with the owner, you have canceled the permits with the building department, right?

A Yes.

Q Now, you didn't copy the subcontractors on this letter to the building department, did you?

A I don't know.

Q Well unlike, at least, you have on Exhibit 25 there's no cc all subcontractors, is there?

A There's no cc on this letter.

Q Right. And there's no documents that have been offered in this preceding to show that this letter was sent to the subcontractors, correct?

A I have not seen one.

Q Now, if the owner had paid APCO all the money it was owed, APCO would have been duty bound under it's contract and NRS 624 to continue work on the project, wouldn't they?

A Yes.

Q And so what is possible, at least, that that's -- that could have occurred?

A Possible.

Q Now, while APCO is issuing stop work notices and eventually a notice of intent to terminate to Gemstone. Gemstone is itself taking action to attempt to terminate APCO for cause, isn't that true?

A Yes, sir.

Q Specifically turning to Exhibit 13 this is an August 15, 2008 letter from Gemstone to Randy Nickerl. Randy was your project manager, wasn't he?

A No, he was a division manager, at the time.

Q Division manager, excuse me.

A That's okay.

Q He had substantial responsibility for the Manhattan West Project though, correct?

A He was responsible for it, yes.

Q He was the man. By way of this letter, and you're familiar with this letter, aren't you?

A Well --

Q No.

A It wasn't in my nightly reading.

Q Probably a lot less fun then a Harry Potter book. I admit. None the less.

A I've thumbed through it. I haven't --

Q You're aware that this letter had been written to APCO on or about August 15th, correct?

A Yes.

Q And according to the letter, at least, APCO was intending to terminate the agreement or cause with an opportunity to cure or with cause and with an opportunity to cure, under Section 10.02 of the prime contract, right?

A Yes, Gemco --

Q Here in Section A --

A Gemstone was, yes. Uh-huh.

Q And furthermore, also on the first page; Timing of the Termination, pursuant to Section 10.02(b), Gemstone may terminate the agreement as set forth

in Sections 10.02(a), I to Immediately collectively the immediately termination breaches. However, Gemstone 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 7 days' notice following the 48 hours without any further written notice from Gemstone, correct?

A That's what it says.

Q So in other words, Gemstone's position is if you don't cure within 48 hours, the 7 day timeframe for us to terminate commences immediately.

A Yes.

Q And -- In deed, that's the position Gemstone took and maintained, isn't it?

A Yes, even after we responded to this, they did.

Q Even after you responded, correct.

And one response is in Exhibit 15, if you turn to that or look at the screen, Exhibit 15 is an August 19, 2008 letter from APCO to Mr. Edelstein at Gemstone and he states -- and this is written by Randy, I believe, correct?

A Yes.

Q And Randy writes to Alex and he says: I started writing this letter as a supplement to our lawyer's letter that responded to your 48 hour notice. As previously indicated there's no basis for Gemstone to terminate our contract.

And he goes on to dispute Gemstone's letter, right?

A Yes.

MR. JEFFERIES: What exhibit is that, Eric?

BY MR. ZIMBELMAN:

Q Now, one thing that Randy also states in this letter, on the second

page, first paragraph, beginning about the middle, that I also, if you look at the screen it will be right in front of you. It says: I also find it interesting that you have sent letters to us, sent us letters to terminate the contract all within the time that we were allowed to provide you notice of our intent to suspend the work, if the change orders on the June pay application were not paid, that was to elapse on Thursday. And now your lawyer's proposing that we agree to a termination before that date. We will not agree and intend to fully proceed with our contracts and obligations. I wish Gemstone would do the same.

So in other words, Gemstone is trying to outfox you. They're trying to jump ahead of you and terminate you before your 10 days to stop work plus 15 days to terminate under NRS 625 -- 624 can occur, isn't that right?

A That's what it appears to be.

Q Okay. And of course, you push back you say, you know, no you don't have any grounds and so forth and you take the position that they have no right to terminate you. In fact, it's still your position today, isn't it that Gemstone did not have a right to terminate your contract?

A Yes.

Q They did not have a basis for that.

A Correct.

Q And, in fact, there was no owner termination of the prime contract, right?

A I'm sorry, say that again.

Q Sure. Your position is the owner did not terminate the contract.

A That APCO did.

Q That APCO terminated it, right.

Returning to Exhibit 45, which is the subcontract agreement and what APCO proposes as the subcontract agreement between APCO and Helix, correct? Now, under Section 9, entitled Termination for Convenience, correct? And we looked at that earlier, under 9.1 that's up on the screen, as well. The right to terminate for convenience: The contractor shall have the right to terminate for convenience at any time and with our without cause, subcontractor's performance of all or part of the subcontract or subcontract work is defined in paragraph 2.1.

In other words, if APCO wanted to, it could have terminated Helix's subcontract, but again it didn't do so, correct?

A That's right.

Q Now, under Section 9.3 defines subcontractor's obligations upon receipt of the written notice of termination, correct?

A Yes.

Q Now, given that APCO never sent Helix and Helix never received written notice of termination that provision, you will agree with me, has no application to this analysis, correct?

A Yes.

Q So let's go down to the 9.4 and its section heading is Effective Own's Termination of Contractor, right? It states: If there has been a termination of the contractor's contract with the owner, the subcontractor shall be paid the amount due from the owner to the contractor for the subcontractor's completed work -- I'm sorry I didn't have it up on the screen, if there has been a termination of the contractor's contract with the own, the subcontractor shall be paid the amount due from the owner to the contractor for the subcontractor's completed work, as provide in the contract documents after payment by the owner to the contractor.

In other words, if there's been a termination of the prime contract, Helix is entitled to be paid, when paid, right? That's a pay-if-paid clause, isn't it?

A Yeah, but it doesn't matter, at this point, because we made sure that every subcontractor got paid through August.

Q All right. Except for retention.

A Yes, as provided in the contract documents?

Q Did Helix earn the retention?

A No.

Q It didn't earn the retention?

A No.

Q So if it billed x dollars -- if it showed it had completed X percentage of the work and that work had a value of a one million dollars and it billed for 90 percent of that or nine hundred thousand dollars, just by way of example, right? A million less 10 percent retention is a billing for nine million dollars, your position is they didn't earn that extra 10 percent?

A Not at that time, no.

Q Okay. Even though they did the work that's represented by that 10 percent.

A Well it's represented that they did the work. Work hasn't got to the point where it can be inspected and accepted.

Q Okay.

A And that's what retention is for.

Q But you don't know, and again going back to that issue of APCO's 20 million dollar Motion for Summary Judgment, you don't know whether that included APCO's retention even though, it hadn't completed its work, right?

A I don't know that.

Q It wouldn't be fair for APCO not to be paid that which it had earned simply because the owner terminated it and it didn't -- wasn't able to complete the job, would it?

A I've never seen a billing to the owner for retention from APCO.

Q Bill or not bill, is it fair to deprive APCO of the earnings it earned -- the money it earned, while it was on the job?

A It's not earned.

Q And so APCO -- if APCO asked for retention, it was asking for something it wasn't entitled to, is that your position?

A That would be my position.

Q Okay. In any event, this appears to apply per 9.4: If there has been a termination of the contractor's contract with the owner, correct?

A Yes.

Q Do you believe that is whether or not it's an owner termination or a APCO termination?

A I can't make that leap, I don't know.

Q Okay. The header is Effective Owner's Termination of Contractor.

A Right.

Q Is there a position, in this agreement, for the affect APCO's termination of owner/contract?

A I don't think so.

Q How was the percentage of completion on progress payments determined?

A Pretty much by the owner.

Q Showing you again the APCO/Helix subcontract, Exhibit 45. Will you look at paragraph 3.5, in the middle, beginning 1, 2, 3, 4, 5 lines down, last word the: The estimates of owner as to the amount of work completed by subcontractor shall be binding upon contractor and subcontractor and shall conclusively establish the amount of the work performed by subcontractor.

Do you see that language?

A Yes.

Q Do you believe that that's how the determination of percentage of completion and that, in fact, worked on the project that it was the owner's conclusive determination?

A Yes.

Q And if Helix asserted, by way of, it's pay application a certain percentage of completion on a line item, APCO and the owner approved of that. APCO would place that same exact same percentage of completion on its pay applications, would it?

A Yes.

Q In other words, it would take what percentage of completion of all the subcontractors had asserted, if the owner was okay with it, that would end up at APCO's pay application and then get passed up to the owner for processing, isn't that right?

A Well that's generally.

Q Generally.

A Yeah.

Q There were some -- sometimes it was rejected and sent back for changes, right?

A But the owner had the -- we would compile all the subcontractor pay applications, put them on a spreadsheet for the meeting for review, and then our folks, out on the project, would walk with the owner and they would make the determination.

Q Got ya. Did the owner solicit your opinion, as to percentage of complete?

A Not really.

Q Did they listen to your opinion?

A Not that I know of.

Q Were you involved in the project walkthroughs where percentage of complete was determined, you personally?

A I think one.

Q One.

A Yeah.

Q Out of probably dozens, right?

A About 12.

Q 12

A 11 or 12, yeah.

Q And in that one instance out of 12, did you offer an opinion as to percentage of complete on any particular portion of the work?

A No.

Q And having not offered that opinion, you don't know how the owner would have reacted to that, do you?

A That would be premature. Typically, what would happen is that when the subcontractor -- if he was getting his pay app cut, if they felt that they had a

justifiable reason, sometimes they would even contact the onsite staff of Gemstone and work it out and then let us know -- around us and on occasions. And even Helix got an approved pay application one month, I remember seeing and then all of a sudden, they got -- they had more on it. They sent us to revise that had more. So that occurred sometimes without our input.

Q Fair enough. Thank you.

MR. ZIMBELMAN: Your Honor, I want to pass the witness.

CROSS-EXAMINATION

BY MR. TAYLOR:

Q Good afternoon. I'm John Taylor, I represent National Wood Products. Do you have any history with National Wood Products?

A I do not.

Q National Wood Products is standing in the shoes of CabineTec, you do have some issue with CabineTec, correct?

A Yes.

Q Did you ever seen any of the work that CabineTec did on the project?

A Physically?

Q Yes.

A No, sir.

Q Did you ever hear any complaints by anyone as to the quality of any work that CabineTec did on the project?

A It wouldn't have been by our folks. My understanding is that CabineTec delivered -- buildings eight and nine, first floor cabinets to the basement -- or the parking garage prior to us leaving and through the photos that I reviewed. I couldn't see where any of the cabinets were actually installed as of that -- end of August. If

there were, there were no photos of them.

Q Have you ever subsequently been to the project, after August 2008?

A Yes, about a year later.

Q Is that -- at that time did you see any cabinets installed?

A There were some.

Q Did you see any problems with the cabinets you saw installed?

A I wasn't looking for cabinet issues.

Q So nothing stood out to you as these cabinets are defective or anything like that, is that right?

A I did not look for that, so I wouldn't know.

Q Now, we've looked at Exhibit 6, which was a -- one of the notices of intent to terminate the contract and this one was supposedly sent to all subcontractors according to the cc line on the second page, correct?

A Yes.

Q I'd like you to also look at Exhibit -- and that was sent on July 28th, 2008, right?

A I guess, my screen is blank now.

Q All right.

A That's all right.

Q I would like you to look at Exhibit 48, which was dated the very next day, July 29. This was an email from Randy Nickerl and it says in the body to all Manhattan West subs.

Do you see that?

A Yes.

Q Is it your understanding that this would have been sent to everyone

including CabineTec, correct?

A I have to make that assumption.

Q Okay. And this says in it -- in capital letters, in the middle of the of the paragraph it says: This suspension is not a termination of the general contact at this time and as such all subcontractors are still contractually bound to the terms or their respective subcontracts with APCO Construction.

Do you see that?

A Yes.

Q Okay. Now, that was APCO's understanding was that these subcontractors are still bound, correct?

A As of July 29th.

Q And if work wasn't stopped, those subcontractors would be expected to still be on schedule, right?

A Yes.

Q So if, in fact, the contract didn't terminate -- on the notice that was given in the notice to terminate -- that date in there was it -- they would have stopped the work as of August 14, right?

A Yes.

Q And the work wasn't stopped on August 14, 2008, was it?

A No. We tried to continue.

Q So if the subcontractor had stopped doing work and the contract wasn't actually stopped, subcontractor would be in a tough situation, right?

A Depends on the subcontractor.

Q Well what about a subcontractor that's fabricating, like CabineTec that's fabricating cabinets offsite to be ultimately delivered and installed? I mean, it's

difficult to start and stop that kind of a contract on a dime, right?

A You guys were selected, CabineTec was selected by Gemstone and we were made to use CabineTec.

MR. TAYLOR: Definitely not responsive, Your Honor, move to strike.

THE COURT: Motion's granted.

BY MR. TAYLOR:

Q Now, would it be easy for a contractor like CabineTec to stop and start production on a dime?

A That's a hypothetical, depends on the situation.

Q And multiple notices of potential termination were sent out over the course of a couple of months, right?

A Yes.

Q And if the subcontractor stopped every time you said we might stop and then started back up when you said things are kind of patched over that would have meant a herky-jerky kind of a construction schedule, right?

A No.

Q No. You think it would be easy for contractors to say, oh, we're stopping work today at 5, we don't know if we're going to start again, oh, it's been five days now, everybody start back up, start to work again, oh, two days later, we got to stop again. You think that that would have been easy for the contractors?

A We didn't stop their work.

Q Well you say in Exhibit 48, the one we were just looking at, you told them; the subcontractors are advised at the present time, they are not obligated to perform any subcontract work on the project, right?

A At the directions or instance of Gemstone.

Q Where they supposed to still be doing work at APCO's request as of this notice?

A As of this no -- are you going to strike my answer again, if I answer more than you ask me.

At this time Gemstone was contacting all the subcontractors to align them with themselves and that's why Randy put that in his response. And there are several letters with that -- with those types of comments.

Q Okay. I'd like you to look at Exhibit 23, we've looked at that a bit, particular the first page, this is another notice of stopping work, correct?

A Yes.

Q In the first paragraph under the heading Note, the last sentences says: As such all contra -- subcontractors until advised in writing by APCO Construction remain under contract with APCO Construction.

Do you see that?

A I do.

Q Do you think that anything was ever given to the subcontractors by APCO Construction to indicate that that sentence was no longer in effect? I'll withdraw that question and ask a clearer one.

A Yeah, I was confused.

Q Yeah, did APCO Construction ever advise the subcontractors, you don't have to wait for something in writing from us to be no longer under contract with us?

A No.

Q In -- do you know if CabineTec was still working on the project in August of 2008?

A My belief is that they delivered cabinets during the month of August.

Q Okay. Look at the -- and we've looked at -- it's the second page of that exhibit that's got the letter to Gemstone which talking about $6,183,445.24 that needs to be paid, right?

A Yes.

Q That was for the June 2008 pay app, right?

A Yes.

Q So there's some discussion with Helix's Counsel about what work might have been done after that, by APCO. I'm going to show you Exhibit 8. Exhibit 8 is the July pay app, correct?

A It doesn't appear to be the signed one, but it appears to be a pay app.

Q And if you look at the page that's marked in the bottom right corner, page 22, that page has subcontractor summary, do you see that?

A Yes.

Q So APCO's pay under this pay app was going to be $479,092.97, right?

A Yes.

Q So that would be an additional amount to the approximate eight million that, you say was owing up through June, right?

A No.

Q No?

A No. There was -- we didn't get paid for our general conditions and our APs and our items that we were supposed to get reimbursed for, for June, July and August. That equated to approximately a gross of 1.7 and change so when you take retention off it's 1.5 and change.

Q So what's this line item here? APCO Construction four hundred seventy-nine thousand and change.

A That would be for our general conditions and monies that we had put forth for maybe deposits or something, I know there was one -- I don't know if it was this month or not where we prepaid a deposit for glass for 90 thousand and we had some other items that we prepaid.

Q Where would we find the general conditions? The -- any additional amounts owing to APCO on the -- on this particular application?

A You wouldn't.

Q Well you said there's another million or so owing and I'm wondering is that reflected anywhere on this pay application, what was owing to APCO for the month of July?

A I guess I don't understand.

Q Well you said from June and earlier, APCO was owed about eight million dollars, right?

A There's two components.

Q The total up through the end of June was about eight million dollars.

A Up through the end of August.

Q Up through the end of August is eight million dollars?

A Yes.

Q So that's the total owing to APCO adding in everything prior to June, prior to the disputes, the July pay app and the August pay app, the grand total is about eight million?

A Yes, sir.

Q Okay. Also on this same page, it shows a line item for CabineTec, do you see that?

A Yes.

Q This is Application Number 10, right?

A Yes.

Q This would be through the month of July, right?

A Yes.

Q After that -- look at Exhibit, I believe it's 31. Exhibit 31, is this the pay app -- begin at first pages there, this is Pay App 11, right? And I'll wait for you to find it.

A Yes.

Q Okay. Now, Pay App 10 was up through the end of July, correct?

A Yes.

Q Pay App 11 was through the end of August, right?

A Yes.

Q This would show additional payments due for work done in August, right?

A Yes.

Q If you look at page 22 of this exhibit, -- 22 in the bottom right corner there's a similar subcontractor summary to the one we were looking at from Pay App Number 10, right?

A Yes.

Q This one doesn't show anything to CabineTec, right?

A I don't see any.

Q So whatever work CabineTec was doing in July -- in August of 2008, you said among other things they were delivering cabinets to the site. They're not included on this pay app, right?

A Well less -- I don't think that's -- they're not on this, I'll give you that.

Q Okay.

A But there were -- the other one was paid but the next billing for September, I believe was reduced by Camco.

Q Do you have an understanding as to whether or not -- well CabineTec was working on the project in August, correct?

A What I remember reviewing, is that you actually made the deliveries like the last week of July and then beginning in August. The -- and so there was a billing, it seemed like it was a prebill and it got paid -- you guys delivered cabinets, but we don't have any delivery tickets, we have invoices. And so know that the only bill that APCO got was the 179.

Q So my question is -- well APCO was still on the job in August of 2008, correct?

A Right.

Q And if CabineTec was doing additional work -- beyond the 179 that we were just looking at. They did additional work in August it wasn't included in that pay app, right?

A That means they didn't bill it.

Q Okay. But it's not included on the pay app, correct?

A Yes.

Q And if it's not on that pay app, it didn't get paid pursuant to that pay app, right?

A Right.

Q Do you have any reason to believe that CabineTec was paid anything more than the payment reflected on the July pay app?

A Not under our watch.

Q Now, on this final pay app, the second page it indicates that the outstanding retention for the entire project is about just under six million dollars, correct?

A Yes.

Q Do you know if that six million retention makes up part of the twelve million gap between the 20 million dollar Summary Judgement and the eight million that was actually owing to APCO, as of the end of August 2008?

A I do not.

Q What additional work did APCO need to do to earn it's -- well let me ask with CabineTec. What additional work would CabineTec need to do to earn its retention for work completed through August 2008?

A Finish the project.

Q Well let's say they completely finished the project. They've done 100 percent of their work but only been paid for 90 percent of it, are you with me there?

A Yes.

Q Okay. In that circumstance what additional work would be necessary to earn their retention?

A They have to get the owners acceptance and every unit would have to be inspected.

Q So the cabinets -- it would be CabineTec's responsibility, at that point in time, to get the owner to approve it, to get their last 10 percent, is that right?

A I didn't say that, but traditionally on a condo or a partner project, that we walk with the vendors and the owner and we do punch lists together.

Q So you're saying that it might have been a potential somewhere down the road and that's the thing that entitles the withholding the 10 percent?

A Well in this case, it's a little bit different because these are condos and there's -- there're numerous upgrades that Gemstone sells and you guys sell. And cabinets is one of the most bought upgrades, so to speak, in that arena. So the owner will also -- the potential owner the buyer will also have to accept it as long -- as well as the owner.

Q And you don't know whether or not additional work would be required, at that point in time, that's just a possibility, is that right?

A We have no idea.

Q And we'll never know because CabineTec was never given the opportunity to step in and perform any punch list, correct?

A That's correct.

Q Do you think the ca -- at this point in time, that's never going to happen, right?

A Well obviously it already happened, but not under Manhattan West as Eric pointed out.

MR. TAYLOR: I don't have anything further.

THE COURT: Want to take a break before --

MR. JEFFERIES: Sure.

THE COURT: redirect? Okay. Let's break until 25 after 3:00.

MR. TAYLOR: Okay. Thank you.

[Recess taken at 3:11 p.m.]

[Trial resumed at 3:23 p.m.]

THE MARSHAL: Come to order, the Court's again in session.

THE COURT: All right. You may be seated, we're back on the record.

The witness has retaken the stand and you may redirect, Counsel.

MR. JEFFERIES: Thank you.

REDIRECT EXAMINATION

BY MR. JEFFERIES:

Q Mr. Pelan, I'm going to be bouncing around just to cover a few miscellaneous issues. And if I've asked you this, I apologize, I want to make sure it's in the record in light of some of the discourse you had with Mr. Zimbelman.

Did Helix ever bill APCO for its retention?

A No.

Q Did Helix ever submit a claim letter or written demand for its retention to APCO?

A No.

Q Did CabineTec ever bill APCO for its retention?

A It did not.

Q Did CabineTec ever submit a claim letter for its retention?

A No.

Q Did Helix ever bill APCO for any materials or work it performed after Camco signed its prime contract with Gemstone?

A No.

Q Did CabineTec ever bill APCO for work or materials performed after Camco took over the project?

A No.

Q From and after the point that APCO took over -- strike that. From and after the point that Camco took over, did APCO provide any direction or impose any requirements as far as -- on the subcontractors for work proceeding?

A No.

Q Be it in the pay application process or the actual field work, did APCO play any role in subcontractor work on the project during the months of September through December, 2008?

A No.

Q Now, Mr. Zimbelman walked you through some differences in the Camco and the APCO contract and primarily the exclusion of sections. From your understanding did the technical scope of work change from what APCO had contracted to build to what Camco contracted to oversee?

A No.

Q Given your personal involvement with the project and the notices that were going out both to Gemstone and to the subcontractors, based on your experience was there any confusion amongst the subcontractors, in this case Helix and CabineTec, as to what was happening in terms of their work going forward?

MR. ZIMBELMAN: Objection, Your Honor, calls for speculation as to what others are thinking?

THE COURT: Do you want to rephrase?

BY MR. JEFFERIES:

Q From and after the point that Camco took over the project, did Helix or CabineTec representatives ever come to you and ex -- or APCO representatives, to your knowledge, and express any concern or question about what was happening with their proceeding with work on the project?

A No.

Q Mr. Zim -- Mr. Zimbelman showed you Exhibit 168 and then he asked you if you agreed and I'll just -- for sake of the record put it up, you don't have to reach for it. He a -- showing you page 2, Exhibit 168, he asked you whether you

agreed with the statement that APCO assumed responsibility for the financial aspects of the project and the proper engagement in payment of the trade contractors. Would that be a true statement while APCO was serving as the prime contractor?

A No. It's pretty broad. We were responsible for the GMP obviously, and the contracts, but as far as the financial aspects of funding. No.

Q Did APCO have any responsibility to pay the subcontractors for the work that they performed for Camco?

A No.

Q Do you recall Mr. Zimbelman, showing you the Helix subcontract and specifically paragraph 9.4? Do you recall that?

A Yes.

Q Would it be fair to characterize that entire Article 9 or your subcontract to apply to terminations for convenience?

A It's in the same section, yes.

Q And specifically -- I can't post mine, do you have a 45 within reach, mine has handwriting on it.

A 45.

MS. BACON: I think I have it here.

MR. JEFFERIES: Do you have a plain one?

MS. BACON: Yeah, 145?

MR. JEFFERIES: 45.

MS. BACON: Okay.

MR. JEFFERIES: And these are all mine.

MS. BACON: Yes. I got it.

MR. JEFFERIES: Thank you.

BY MR. JEFFERIES:

Q Sir, what I would like for you to do is -- I don't need you to read it into the read, but review paragraphs 9.4 and 9.5 -- actually, please review 9.6 too.

A Okay.

Q Would it be a fair reading of paragraphs 9.4, 9.5, and 9.6 that those all apply when the owner terminates the prime contract for the owner's convenience?

MR. ZIMBELMAN: Objection, leading.

THE COURT: I'll allow it.

BY MR. JEFFERIES:

A Yes.

Q And prior to today, has Helix or CabineTec ever submitted a claim to you or to APCO invoking this termination for convenience remedy?

A No.

Q Exhibit 23, was the -- excuse me Exhibit 24, Mr. Zimbelman showed you that letter. Why was APCO sending this letter to the County regarding the construction permits?

A Because they needed to get transferred to Camco.

Q You've had a chance to go -- look at Exhibit 13, if you would. This is the letter whereby Gemstone alleged that APCO was, somehow, in breach of various issues and conditions. Based on your involvement in analysis is there any factual basis for any of those alleged defaults?

A No.

Q And regardless of who was right APCO or Gemstone, in terms of who was entitled to or who did terminate first, Gemstone proceeded with completion of

it's project as if it had terminated the prime contract, that correct?

A That's correct.

MR. JEFFERIES: Nothing further.

THE COURT: Any recross?

MR. ZIMBELMAN: Just briefly, Your Honor.

RECROSS-EXAMINATION

BY MR. ZIMBELMAN:

Q You indicated there were no technical changes to the contract to the work after Camco took over, correct?

A I believe the same plans and the same scope of work had to be completed.

Q But you don't know if there were any change orders that were issued after APCO, do you?

A No.

Q You weren't on the project after APCO stopped work on the project, were you?

A No.

Q You didn't go back and visit the site during the work that was under Camco, did you?

A I did not.

Q So you don't really know precisely what was happening, at the time, after APCO left the project.

A I was not a witness.

Q What communications did you have regularly with subcontractors during the time of the project? State it a different way --

A Yeah.

Q Didn't the contractors primarily communicate with Randy, or Randy's assistant?

A A lot of the time, yes.

Q Did they come to you with the -- with issues?

A Once in a while, the ones that I knew.

Q The ones that you knew, okay. But most of the communication, on project issues, went through Randy or Randy's people, didn't it?

A Yes, but I had some input. Randy's office at the -- at our office was right next to ours and he -- when he was having issues he would run things by me, quite often so.

Q With respect to the letter from Brad Scott, that Counsel just showed you again, Exhibit 162, I think I heard you say that APCO had no responsibility to pay the subcontractors, is that accurate?

A I don't think I said that.

Q Okay.

A I think I said that we didn't have the responsibility for the funding.

Q All right. Once you received money, you had a responsibility to pay the subcontractors so, right?

A Absolutely.

Q And we covered that you did that by way of APCO checks, correct?

A That's correct.

Q Mr. Jefferies asked you if you thought paragraphs 9.4 - 9.6 all relate to an event of termination or the owner has terminated the agreement, correct?

A For convenience.

Q Right.

A Yes.

Q In this case, that didn't happen, did it?

A No.

Q So therefore, these procedures and this claim in 9.5 have no basis of no bearing on this dispute, do they, because it doesn't apply?

A That's correct.

Q Just a couple more issues. Exhibit 24, the permit cancelation letter, can you show me anywhere in that document where it says that APCO is arranging a transfer of permits to Camco?

A No, I be --

Q It doesn't say that, does it?

A That letter does not, no.

Q And finally, if APCO -- excuse me if Helix had billed APCO for its retention, would APCO have paid that retention?

A We wouldn't have been able to pay unless the owner approved it.

Q So the answer is no, correct?

A We had no ability to pay it.

Q The owner wasn't going to pay it, right? The owner never paid you your retention, did they?

A No. They did not.

Q And if APCO had asked you to pay them for the amounts that were incurred after APCO had left the project, would APCO have paid those amounts?

A Say that one more time.

Q Sure. If Helix had sent you a bill for the approximately a million dollars

in which it was paid, it earned on the project after APCO left, would APCO would have just paid that money to Helix?

A We had no ability to do that.

Q You would not have paid that money to Helix.

A We could not have, yes.

MR. ZIMBELMAN: Thank you.

MR. TAYLOR: Very briefly, Your Honor.

RECROSS-EXAMINATION

BY MR. TAYLOR:

Q On your examination by Mr. Jefferies there, the question was asked did CabineTec ever indicate -- make a demand, make a request for payment after Camco came on board? I believe your answer was, no, CabineTec never made a request to APCO after that.

So I'd like to show you Exhibit 3172. This is a mechanics lien filed by CabineTec, particularly, I'd like you to look -- start by looking at the second page. It indicates it was signed for by someone named, first name Monica. Do you know anybody at APCO who would sign for this?

A It was probably downstairs at APCO equipment. We were upstairs.

Q Okay. And the mechanics lien, item six indicates that the work was -- CabineTec was employed by APCO Construction and Camco Pacific Construction, it lists both as owing the lien, correct? The amount stated in the lien.

A Okay.

Q And did you have any reason to dispute that APCO received this notice from CabineTec in or about February of 2009 of seeking to hold APCO responsible for the entirety of $750,000 contract price?

A What was your question?

Q Do you have any reason to dispute that APCO received this notice of lien in February of 2009?

A Yeah, I just had a -- I don't have a reason to dispute that we received that.

Q Okay. Thank you.

MR. TAYLOR: Nothing further.

THE COURT: Anything else?

MR. JEFFERIES: Nothing further.

Your Honor, I could just for the record obviously, we're going to reserve the right to call Mr. Pelan in rebuttal once we hear the Plaintiff -- Claimant's case in chief.

THE COURT: All right.

All right. Sir, you may stand down now.

THE WITNESS: Thank you.

THE COURT: Thank you.

Okay. We're getting into the --

MR. ZIMBELMAN: Your Honor, can Helix proceed for this?

THE COURT: We're in the Claimant's case now, right?

MR. ZIMBELMAN: Yes.

THE COURT: Okay.

MR. ZIMBELMAN: Helix would call Robert Johnson to the stand.

ROBERT JOHNSON

[having been called as a witness and being first duly sworn, testified as follows:]

THE CLERK: Please state your name for the record and spell both your first

and your last name, please.

THE WITNESS: Robert Johnson. R-O-B-E-R-T, J-O-H-N-S-O-N.

THE CLERK: Thank you.

DIRECT EXAMINATION

BY MR. ZIMBELMAN:

Q Bob, could you please tell the Court your relationship to Helix Electric of Nevada, LLC?

A I'm the vice-president of major projects group, that was the group that over saw the work for the Manhattan West Project.

Q How long have you been with Helix?

A 17 years.

Q Does Helix do a lot of work here in the valley?

A Helix does significant amount of work in the valley. We're one of the larger contractors in Southern Nevada.

Q And done work with APCO prior to this project?

A Yes. And I personally worked with them on several projects.

Q Has Helix worked with APCO since this project?

A Uh, we have.

Q Is Helix licensed with the State Contractors Board?

A We're a licensed electrical contractor, yes.

Q What licenses do you have?

A We have electrical contractor's licenses, a general contract license and engineering contractor's license.

Q Was Helix licensed to perform the work that it performed on the Manhattan West Project --

A Yes.

Q -- at the time it did so?

A Yes.

Q And I assume Helix is a limited liability company properly registered in the State of Nevada?

A We're an LLC, correct.

Q And at all times were current with the Secretary of State?

A Always current, we never have an issue.

Q Were you involved in the negotiation, execution of subcontract agreement with APCO on the Manhattan West Project?

A I was.

Q What was your role?

A My role was to review their contract and negotiate final terms/conditions.

Q I'm going to ask you to pull Exhibit 45, it's APCO's exhibit. Rather than confuse the Judge, Your Honor, our Exhibit of this documents is the exact same so we'll just use APCO's.

A Okay.

Q So can you tell me how Exhibit 45 came to be?

A Exhibit 45 is the subcontract agreement, at this stage it's the agreement that was sent back to us after our review and we sent the exhibit onto APCO for review, and exhibit, I mean, our terms and conditions and either alter or add to the subcontract.

Q And when you say in this condition, you mean exactly as we are looking at it today?

A As we're looking at it right here, today on the Exhibit 45.

Q Now, is this a document that is in original form -- originated with Helix or that it originated with APCO?

A APCO originated the subcontract agreement.

Q And provided it to Helix, correct?

A Correct.

Q And then Helix reviewed it and you said provided a -- some amendments.

A We provided changes to the contract and refer to it as an exhibit.

Q If you look at page 16 of the exhibit, this is a document called Helix Electric Exhibit to the standard subcontractor agreement between APCO and Helix?

A Looking at it.

Q All right. Is that the revisions that you were talking about?

A Those revisions -- our revisions are in the type print. APCO's revisions to that are the marked-up version with the initials to the side.

Q All right. So you sent them your exhibit -- what we're looking at now, is how it came back to you from APCO marked-up, right?

A Correct.

Q The signature page of the document, on page 15, this is after Section 18.7 of the subcontract agreement and witness whereof and so forth. Now, there's a signature by Victor Fuchs dated November 28th, 2007. Who is Victor Fuchs?

A Victor Fuchs is president of Helix Electric.

Q He's the big cheese, right?

A He's part owner and president.

Q And next to him is -- it appears to be a signature by Randy Nickerl. Do

you know who Randy is?

A Yeah, Randy was the here represented project manager. I do know Joe referred as a different title, but on this project, he was their project manager.

Q And that's the title that appears on the contract --

A Right.

Q as well, correct?

And what date did Randy put on his signature?

A Put on, May 8, 2008.

Q May or April?

A Pardon me April.

Q 4-8-08, right?

A Correct.

Q And that is obviously, five months later -- five months after it's signed and returned by APCO -- excuse me by Helix, right?

A Correct.

Q And just so I'm clear, when Helix signed and returned the subcontract agreement to APCO, did it contain the Helix Electric Exhibit?

A Yes.

Q In the form before all the cross-outs and mark-ups, right?

A Correct, clean form.

Q Now, on the first page of the subcontract agreement, you can see it on your screen there as well, under Section 1.1, someone has typed in the attached Helix Electric Exhibit is also a part of the subcontract agreement.

Who typed that into the document?

A Helix assistant that took care of the exhibit and that notation on the

contract.

Q So in other words, Helix did that.

A Helix did.

Q And next to it is a box for initials, right?

A Correct.

Q Is that, whose initials, am I pointing to here in the lower part of that box?

A Victor Fuchs.

Q All right. And what about above?

A I understand it to be Randy Nickerl.

Q And it's somebody has written as noted, with an arrow to the R initial, correct?

A Correct.

Q Is that something that Helix did or, as far as you know that APCO did?

A No, APCO did.

Q And if you'll look at the initial section below for subcontractors, is that Victor Fuchs again -- initials?

A Correct.

Q Did Randy initial in this box?

A He did not.

Q On page 2, did Victor initial?

A Yes, he did.

Q Did APCO?

A No.

Q And that's that way throughout the duration of the document, isn't it?

Now, looking at the Helix Electric Exhibit, on the side someone has

written, okay and then we see Randy's R again, right?

A Correct.

Q Is that Randy's okay or Helix's okay?

A That's Randy's.

Q And then we sometimes we see a no next to the R. Is that again -- is that Randy?

A That would be Randy.

MR. ZIMBELMAN: Oops, I screwed up Bob, can you help me? Bob, I think I messed up the machine.

[Colloquy between the Counsel and the Marshal]

BY MR. ZIMBELMAN:

Q And again we see the same type of notations throughout the Helix exhibit where Randy has made some changes and put an R, and a no, or an okay, right?

A Correct.

Q Now, why did Helix send back revisions by way of a Helix amendment?

A Helix amendment we printed was taken exception to the terms and conditions in APCO's contract. And there was quite a few of them, some of them were the pay when paid clause, there were different items throughout the whole thing and it was fairly lengthy.

Q And we'll get to those in detail but in general this is Helix's way of saying --

A We don't agree with those terms/conditions or we're adding our own terms and conditions.

Q Okay. And once you did that in November and it took Randy five

months to send it back to you in the current form, correct?

A Correct.

Q Are you aware of any -- well let me ask you this did Helix accept and agree to Randy's strikethroughs and x's and annotation to the Helix exhibit?

A Nope, never.

Q Were there any other versions of this document that went back and forth between APCO and Helix?

A I'm only award of one other one later that year, I think around July that Randy had sent back -- another mark-up.

MR. ZIMBELMAN: Your Honor, may I approach the witness with the Helix exhibits?

THE COURT: Yes.

MR. ZIMBELMAN: I'm going to ask you to look at 506.

BY MR. ZIMBELMAN:

A Okay. I got it in front of me.

Q I don't yet so give me a brief moment.

Okay. First page of Helix Exhibit 506, do you recognize this as an email from Randy Nickerl to yourself on July 11, --

A Yes, I do.

Q 2008? Just so we have a clear record.

A Yes.

Q Make sure you let me finish my question and then --

A Okay.

Q -- you're way ahead of me as always so.

What was going on in July of 2008 on the project?

A Well, on the project, we're obviously working full speed ahead and at the same time we're still trying to negotiate the final terms and conditions of the contract.

Q Were there any concerns about getting paid at that time?

A No. We had been billing and getting paid.

Q Okay. Had you been informed that APCO was having trouble getting paid?

A Not at that time, no.

Q Were you informed that APCO was having getting change orders approved?

A No. Although we were having some issues getting our change orders approved. I'm not aware of them having issues.

Q Okay. But nonetheless, you're aware that shortly after this July 11th email that APCO began issuing stop work notices to the owner, aren't you?

A Yeah, I'm aware of it.

Q And that by June -- September 5th as we've seen from prior testimony -- by September 5th APCO had notified Gemstone that it was terminating its contract with Gemstone, right?

A Right.

Q Now, Randy writes to you, Bob, I have gone through and done all that I can. I think I left intact for you, go ahead and review, sign and get back -- get it back and we'll put this to rest. What is he referring to? What is the attachment?

A The attachment is our Helix Exhibit and he has gone through it again and changed it from the prior one we just reviewed.

Q So looking at the next page of Exhibits 506, this is another version of

the Helix Electric Exhibit with Randy's revisions, correct?

A Correct.

Q And the strikethroughs are done by Randy, right?

A Correct.

Q And is that Randy's R on the right-hand side?

A Yes, it is.

Q Did Helix ever initial and accept these revisions?

A We did not.

MR. ZIMBELMAN: Your Honor, offer Exhibit 506.

MR. JEFFERIES: No objection.

THE COURT: Admitted

[EXHIBIT 506 ADMITTED]

MR. ZIMBELMAN:

Q So let's take some of these revisions that you initially made to it -- or that Randy had initially made to the original Helix Electric Exhibit and -- just by way of simple example.

On page 20, of the exhibit, this is in reference to item 26, Section 18, paragraph 18.1. Now --

MR. JEFFERIES: Which exhibit, Eric?

MR. ZIMBELMAN: Yeah, we're looking at the Helix Exhibit.

MR. JEFFERIES: 506?

MR. ZIMBELMAN: No, the Helix Exhibit to the Exhibit 45, the first version that came back from Randy.

MR. JEFFERIES: Thank you.

BY MR. ZIMBELMAN:

Q Let me show you 18.1 of the APCO subcontract document. It states: Contractors waiver of any of the provisions of the subcontract or contractor's failure to exercise any options or legal remedies provided therein, shall not be construed as a general waiver of its right there under to require such compliance to or exercise such option or remedy.

And Helix is proposed in item 26, paragraph 18.1 be revised as follows: Change the word contractors in the first line to the words either parties in both places where it appear, correct?

A Correct.

Q What is the purpose of that revision?

A To give us the same rights that the contractor has.

Q Right. Make it mutual, right?

A Mutual, correct.

Q Now, item 27, similarly is a change to paragraph 18.7 and it says: Revise as following add the words and subcontractors after the word contractors at the beginning of the paragraph and add the words and subcontractor after the word contractor after the end of the first line.

Referring back to 18.7, 18.7 states: Contractors rights and remedies under the subcontract are not exclusive and contractors shall have all other remedies available in law or inequity to enforce the subcontract, right?

In other words, another mutuality provision, correct?

A Correct.

Q They have the rights and remedies so do we, correct?

A Yes.

Q Now, did Randy accept those revisions?

A Yes, he did.

Q Take a look at the revision item number -- oops, sorry wrong page -- Item Number 14, the bottom of the page, Section 5, paragraph 5.2 revise as follows: First line delete 24 hours and replace -- going onto the next page, with five days, add the word contractors written after the word of, at the beginning of the second line, in paragraph 5.2. All of which Randy agreed to, correct?

A Correct.

Q And then he's rejected the following: And delete the text of paragraph 5.2 starting with the words, contractor shall not be liable, in the fourth line through the end of the paragraph.

Now referring back to the subcontract document 5.2, at that point in time, delete the text starting with the words, contractor shall not be liable, that's right here on the fourth line down, do you see that where my finger's pointing?

A Yes.

Q Contractors shall not be liable to subcontractor for a greater sum or additional time extensions than contractor obtains from owner for such additional work less reasonable overhead and profit due to contractor and also less professional and attorney's fees, cost and other expenses incurred by contractor in the collection of any such of sum for time extension. Payment to subcontractor for such work shall be condition upon contractor's actual receipt of payment from the owner and such payment by owner to contractor with whatever documentation for support as contractor may deem necessary to negotiate with owner.

How do you understand that clause or that portion of the contract?

A In that portion we're dealing with the fact that we didn't want pay when paid in there, meaning that we're owned the money from APCO when we do the

word, regardless whether they get payment from the owner or not.

Q So that's why you wanted to strike that provision?

A Correct.

Q Correct? Because you don't agree pay-if-paid.

A We don't agree to it, no.

Q All right. APCO refused to agree to that change, correct?

A Correct.

Q Now, on item 4, there's a change to Section 3, paragraph 3.5, first sentence, change 15 days to 10 days; second sentence, change less 10 percent retention to 5 percent. APCO rejected your attempt to reduce retention to 5 percent versus 10 percent, right?

A Correct.

Q Then it says delete the last sentence and which is in parentheses subcontractor herein agrees to assume the same risk that the owner may become insolvent the contractor has assumed by entering into the prime contractor with the owner.

That's another fancy way of saying pay-if-paid, isn't it?

A Correct.

Q And this time APCO accepted that revision, didn't they?

A They did.

Q They didn't strike it out, at least.

Also in 3.5, you had asked to strike the first sentence and delete the last sentence but leave everything else, correct?

A Correct.

Q Now, in 3.5 amongst the many words -- oops, in the 1, 2, 3, 4th, line

down where my finger is pointing now: the estimates of owner as to the amount work completed by subcontractor shall be binding upon contractor and subcontractor and shall conclusively establish the amount of work performed by subcontractor.

Do you see that?

A I do.

Q That wasn't affected by the Helix amendment, was it?

A No.

Q Now, that same language -- I was pointing to 3.4 -- I apologize let me show you that language in 3.5 that starts on 1, 2, 3, 4, 5 lines down at the end of the line beginning the word the, see where my finger is?

A I see it.

Q Got it, same language: The estimates of owner as to the amount of work completed by subcontractors shall be binding upon contractor and subcontractor and shall conclusively establish the amount of work performed by subcontractor.

Not affected by the Helix amendment, right?

A No.

Q Now, 3.4 however, Helix has asked to strike that paragraph in it's entirety, correct?

A Yes.

Q But APCO refused that, correct.

A Correct.

Q So that provision could have been stricken but it wasn't, correct?

A Yes, correct.

Q Another change that Helix asked for in Item Number 15 -- this is in APCO 45, page 18, Section 5, paragraph 5.4, delete in its entirety. That was refused by APCO, correct?

A That change?

Q Yes.

A On this document, it was accepted.

Q Right here where Randy has stricken through.

A Where are you on --

Q He wanted --

A -- 15?

Q -- to delete 5.4, he rejected that, isn't that accurate?

A Correct.

Q Okay. In 5.4 in the APCO subcontract document, states the following: Contractor may dispute, appeal, resist, litigate, or arbitrate any decision of owner without being deemed to have admitted any obligation or liability to subcontractor and if the decision shall be against subcontractor -- against contractor then the subcontractor shall be bound thereby.

So in other words, if they go pursue a claim they can do so without admitting any liability to you, right?

A Correct.

Q And if they don't collect anything for you, you're stuck with it.

A That's correct.

Q That's what it means, right?

A Yes.

Q Further subcontractor may at its own expense, participate with

contractor in arbitration or legal proceedings, subcontractor shall bear all costs, as so forth.

Why did you strike out 5.4?

A Well obviously we don't agree to having them negotiate something on our behalf that's not in our favor that we have taken exception to or would take exception to.

Q So this isn't a strike through just because you're trying to be difficult, right?

A No. We're trying to make sure we get paid for the work we do and we have a fair opportunity to pursue it.

Q Now, item 18 of the Helix amendment, Section 8 add the following new paragraph: Subcontractor may terminate the subcontract or its obligations under the contract documents for the same reasons and under the same circumstances and procedures with respect to contractor as contractor may terminate its agreement with respect to the owner or for nonpayment of amounts due under the subcontract for 60 days or longer.

And it goes on, why did you want this change?

A We wanted the contract to be a mutually fair that we had the same opportunity to deal with the contract termination that the general has.

Q Now, at least in this version, did APCO agree to your proposal?

A Yes, Randy signed, his initial is signed with an okay by it.

Q And lastly, and there's obviously lots of changes, but these are the ones I want to focus on. Item Number 16, change to Section 5, add the following new paragraph: Notwithstanding any other provision of this subcontract, the parties agree that in no time shall the value of additional labor or materials put in place by

subcontractor at the written direction of contractor exceed fifteen thousand dollars without a fully executed agreed upon change order modifying the subcontract price.

What do you understand that to mean?

A We added that particular clause because we do not want to be exposed to changes on the project that haven't been approved and we want to limit the dollar amounts so we limit our risk, otherwise we end up doing changes without any protection.

Q So the general contractor can direct you to proceed even though you don't have an agreement on price, right?

A He can direct us to proceed and he may not even have an agreement for the price, so we do not want to be exposed to that risk.

Q So that's a way to try to limit how much you might be exposed to without a written change, correct?

A Correct.

Q And, at least in this version, did Randy agree to that?

A He did.

Q I've seemed to have misplaced 506. Aw, there it is right in front of me.

Now, in Exhibit 506, which is the July 11th , 2008 version that Randy sent to you Item 17, Section 8, add the following new paragraph that's the paragraph we just talked about, isn't it?

A It is.

Q Allowing you to terminate the subcontract under the same conditions that APCO could terminate its contract with the owner?

A Correct.

Q And Randy had agreed to this previously but now he appears to be

rejecting, correct?

A Yeah, on this one he's now lined it out.

Q Do you know why he would have changed his mind on that issue?

A Well I would assume it has to with their current expose on the project and them not wanting us to have the same protection that they were trying to afford themselves that's the only thing I can interpret.

Q Looking at Item 15, Section 5 addition with respect to the fifteen thousand dollars exposure limitation for change work without a written change order that was approved before by Andy -- Randy but now he's rejecting it, correct?

A He is rejecting it.

Q Do you know why he would have changed his mind between April and July?

MS. BACON: Objection, calls for speculation.

BY MR. ZIMBELMAN:

A Maybe because there was -- because well -- at that time we had nine hundred and some thousand out in change orders on the project.

Q So in spite of the attempt to limit your liability, you hadn't done so, had you?

A We hadn't done so, no. But we were still attempting through this process.

Q I'm going to ask you to turn to Exhibit 510, do you have that binder, you may not.

MR. ZIMBELMAN: May I approach, Your Honor?

THE COURT: Yes.

BY MR. ZIMBELMAN:

Q Exhibit 510 is a series of documents pertaining to the Cam -- pertaining Camco and specifically if you would look at page 6 of Exhibit 510, it's a document entitled Camco Pacific Construction, Inc. Agreement Between Contractor and Subcontractor; and it purports to add name of the subcontractor as Helix Electric of Nevada, LLC.; designated representative Robert Johnson that's you, correct?

A Correct?

Q Did Helix ever into this agreement with Camco?

A No.

Q You're aware that Helix stated in its original Complaint that it had are you not?

A Yeah, I understand that but that was misquoted, we never signed it, I negotiated the process, and we never came to conclusion.

Q You were personally involved in that process, --

A Personally involved, --

Q correct?

A correct.

Q Looking at page 31 of that document, this is a signature page for subcontractor, do you see Helix's signature on there any where?

A No.

Q And the next page is a signature block for Camco, do you see Camco's signature on the document anywhere?

A No signature.

Q You aware of the of -- either Camco or APCO ever -- excuse me Camco or Helix ever signing that document?

A It was never signed by either party.

Q Now, how did this come about that you ended up negotiating a contract with Camco?

A Camco was presented to us through Gemstone as the entity to continue billing the work through. And through that process Camco issued, which we had no contract with Camco, our only contract was APCO so we had a difficult time with this because we did not know how to handle it. So in order to get paid we went ahead and followed this process but in terms of contractual, we would never agree to the agreement -- it never got agreed to.

Q Did Camco present you with a document called a Ratification Agreement?

A They did.

Q What did you understand the purpose of the ratification agreement to be?

A Purpose -- the best to my understanding is they were stepping in as construction management for the project and that they were using that agreement in order to proceed with -- holding us as the subcontractor going forward.

Q And if you'll look at page 51 of Exhibit 510, it's the first page of a purports to be a Camco Pacific Construction Company, Inc. agreement between contractor and subcontractor -- oops that's another copy of the subcontract, excuse me.

Go to page 43.

This is a document called Helix Electric Exhibit to the Ratification and Amendment of Subcontract Agreement between Camco Pacific and Helix.

A Yes.

Q Do you recognize that document?

A Yes.

Q Did Helix prepare an amendment in Helix Electric Exhibit kind of similar to what it prepared for the APCO contract?

A Correct.

Q And that's reflected in this document, correct?

A Correct.

Q And you submitted it to Camco?

A Yes, we did.

Q Did Camco ever agree to this?

A No.

Q In item 1, states: Amendments add to the following; prior to the removal of APCO as to contractor and the issuance of this ratification and amendment of subcontract agreement; Helix Electric and APCO are in the process of completing negotiations of the Helix Electric Exhibit to the standard subcontract agreement between Asphalt Products Corporation, APCO, and Helix for the project, correct?

A Correct.

Q States: The final version of the Helix Electric Exhibit that was acceptable to Helix is attached and incorporated as an Exhibit B amendment under this section of the ratification and amendment of the subcontract agreement, correct?

A Correct.

Q So you were trying to bring forward the state of your negotiations with APCO into this document if you were going to enter into it with Camco, correct?

A We had to because we're still under contract with APCO.

Q Did APCO, by the way, ever terminate your subcontract?

A No.

Q Ever advise you that it had terminated your subcontract?

A No.

Q That ever -- did APCO ever tell you that because it had terminated its -- well did it had ever tell you that it had terminated it contract with the owner?

A Not until late in the process on the project, I don't remember the timeframe.

Q As of the time your negotiating with Camco had APCO had informed you of the termination of -- between APCO and the owner?

A My best memory, not at that time.

Q Did APCO ever explain to you that because its contract with the owner was terminated by extension and by way of a incorporation by reference clause, in your contract, that therefore, your contract was terminated?

A No, no clause existed.

Q There is an incorporation by reference clause, in your agreement, isn't there?

A I really don't know if there's an incorporation by reference for that.

Q But nothing that references termination by --

A Not for that.

Q extension, right?

A Correct, nothing.

Q Did Helix ever agree not to seek compensation from APCO for its work on the project?

A No.

Q Who was Helix hired by to do the project?

A We were hired by APCO.

Q And what was the project you were hired to do?

A Do the electric construction for the first phase of Manhattan West.

Q Were you hired to work for APCO until such time as APCO decided to stop?

A Yes.

Q Were you hired by APCO to do the work unless they stopped working or were you hired to do the project because that's what you were hired to do?

A We were hired to complete the project.

Q Were you ever able to complete your work on the project?

A No.

Q Is that because of something Helix chose to do?

A No.

Q Why did it -- why were you unable to complete?

A I believe it was probably about December 2008 that a notice was sent out that the job was ceasing all activity.

Q Did Helix consider stopping work on the project?

A Multiple times.

Q Did Helix ever issue a stop work notice to APCO pursuant to NRS 624?

A No.

Q Did APCO -- well why not?

A Well, there's -- at that juncture of the project we had no disputes with APCO that we would stop work on.

Q You hadn't been paid, right?

A The only reason -- one we've been paid everything's good, the only reason we would hesitate to do the work -- continue the project is as if we could not come to terms with those subcontract exhibit terms, and make sure we get our changes orders, and everything executed that we're owed.

Q Which never happened.

A We never got all the change orders.

Q Before the contract.

A Before APCO disappeared and Camco came into the picture.

Q And then within a short time thereafter, the project ceased --

A Was canceled.

Q to progress, right?

Did you feel like you had a legal right to stop work, at that time that APCO left the project?

A I didn't feel like we had a legal right because I had no direction through their contract to stop work. If I would've stopped work, I would have been at full risk of them pursuing us for abandoning the contract.

Q Are you familiar with a project known as the Gramercy Project?

A I am.

Q What is the Gramercy Project?

A Gramercy is a project that was the completion of the shell that was Manhattan West. When they abandon the project in 2008 the project sat, I believe, about six years empty. There was resale of the property, a new entity bought it, they redeveloped it into a project called Gramercy.

Q Is it the same thing as Manhattan West?

A No, absolutely not different owner, different application.

Q Different project, right?

A Different project.

Q Did Helix collect the money it was owed from APCO, from Camco, by way of its work on the Gramercy Project?

A Absolutely not, no.

Q What was Helix paid to do on Gramercy?

A Helix was hired to come in assess the existing project and provide a quote to complete the electrical on the project, which they did.

Q And did Helix price its work based upon what need to be done or based upon what it hadn't been paid from the Manhattan West Project?

A No. It was completely on what needed to be done. Project sat a long time there was a lot of vandalism, damage so the whole assessment was based on the current condition of the building, the new owners request for what they wanted, and what it would take to finish.

Q Do you believe if you had tried to inflate you price by recovering monies owed from APCO on the Gramercy that the owner would have hired you?

A Gosh, no they wouldn't have hired us.

Q That's not something you would do, right?

A That's not something we would do and it's not something that was done.

Q Could you turn to Exhibit 512, please? First page of Exhibit 512 is a document called Notice of Right to Lien and Request for Receipt of Notice of Completion. What is this document?

A It's our notice to the owner and to APCO that we have a right to lien on the project and we request precedent notice of completion at the end so that we

know when the actual completion happens.

Q So that you know when to lien, correct?

A Correct.

Q Is this something you're statutorily required to give in order to lien?

A Yes.

Q And is this something that you issued at the outset or the commencement on the project?

A Yes.

Q Looking at page 2, these appear to be return receipts, certified mail, are these the records of your service of those documents on the -- on Gemstone?

A Correct.

Q And then page 3 is another copy of the Notice of Right to Lien dated -- also dated January 10, 2008, correct?

A Correct.

Q And again, certified mailings this time to APCO, correct?

A Yes.

Q Next page, page 5 of Exhibit 512 is a document titled Fifteen Day Notice of Intent to Lien, pursuant to NRS 108.226.6.

Do you know why this document is provided?

A Yeah, it's a statutory requirement to provide a notice, it's residential project, I believe that's a specific requirement for residential work.

Q And in this case, it's kind of a mix use project, correct?

A Correct.

Q Some commercial, some residential.

A Yes, there was commercial and residential.

Q And Helix was providing its notice per the statute on or about December 23, 2008, right?

A Correct.

Q Now attached to the document is a calculation of Helix's lienable amount, do you see that?

A Yes.

Q And there are four sections; phases one and two -- completion of phases of one and two; design engineering service; temp and power. The last two are work you did directly for Gemstone, right?

A Correct.

Q Are you pursuing either APCO or Camco for any of that money?

A No.

Q But it is money that you believe you were entitled to with respect to your lien, right?

A Correct.

Q And the next page is the first page of Notice of the Lien, recorded on January 12, 2008 -- excuse me 2009, correct?

A Correct.

Q And this document, is signed for Helix by whom?

A By myself.

Q And there's also an Amended Notice of Lien that was recorded on January 29, 2009, correct?

A Correct.

Q Do you know what the change was here?

A Actually of the top of my head, I don't.

Q Either dollars or some technical amendment?

A One of the two, I don't remember specifically.

Q And again you signed that document for Helix, didn't you?

A I did.

Q And included in Exhibit B, which is a partial description listing the name of the owner of the various parcels, correct?

A Correct.

Q That document is several pages long, numerous pages long, correct?

A Yes.

Q By this time had the assessor's office issued parcel numbers for the various condominium units?

A They did.

Q And this is an attempt to identify those units, correct?

A Correct.

Q Has anyone other than Gemstone listed as an owner of those units?

A Not to my knowledge. It appears to be all Gemstone.

Q You're not aware of any units having been sold as of that time, correct?

A No.

Q So as far as you know, Helix provided proper notice?

A We did, correct.

Q Page 38 is the cover page for recording of a Notice of Lis Pendens on April 16th, 2009, is that something that Helix also asked its attorneys to do for it?

A Yes.

Q Page 2 -- or excuse me page 39, the next page is the first page of a document called Notice of Lis Pendens, which was electronically filed in this Court

on April 14th, 2009, correct?

A Correct.

Q Listing assessor's parcel numbers and identifying a notice that Helix claims the lien on the property, right?

A Correct.

Q And page 68 is a cover page of recording of Helix Electric's Amended Notice of Lis Pendens, correct?

A Correct.

Q And that's on June 25th, 2009, right?

A Right.

Q And again the document filed in the Court, Helix Electric's Amended Notice of Lis Pendens filed in the Court on June 24th, 2009, right?

A Correct.

Q And this another statutory requirement that Helix complied with?

A Yes.

Q Has anyone advised Helix that it had failed to comply with any of the statutory requirements to protect its lien?

A No.

Q And again a Second Amended Notice of Lis Pendens recorded on 7/23, July 23rd, 2012, do you see that?

A I do.

Q And the Second Amended Notice of Lis Pendens filed in the Court on July 3rd of 2012, correct?

A Correct.

Q Beginning on page 83 and essentially to the end of Exhibit 512 at page

105, so from between 83 to 105 are a number of certified mailing return receipts with respect to the documents that we just looked at. Have you reviewed these documents? Can you confirm that these are the proof of service of the various documents we've been looking at?

A Yes, I reviewed them and I can confirm they are.

MR. ZIMBELMAN: No further questions, Your Honor.

THE COURT: Okay.

MR. JEFFERIES: Your Honor, could I request that we reconvene and start cross in the morning?

THE COURT: Is that fine with you?

MR. ZIMBELMAN: He gave me a courtesy earlier.

MR. JEFFERIES: I'm not going to finish.

THE COURT: Okay. We will continue or resume tomorrow, tomorrow afternoon at 1:00. All right.

If you take a moment here, let me just check with my law clerk and see if anything else came off the motion's calendar. So I might be able -- to see if I can give some time in the morning, just a moment.

MR. ZIMBELMAN: Thank you.

[Pause in proceedings]

THE COURT: Calendar hasn't changed, so.

MR. ZIMBELMAN: Okay. So 1:00?

THE COURT: Right, 1:00. Okay.

MR. ZIMBELMAN: Thank you.

THE COURT: See you tomorrow.

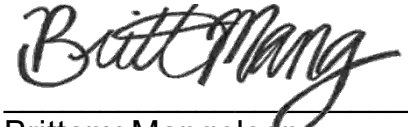
MR. JEFFERIES: Thank you, Your Honor.

MS. BACON: Thank you, Judge.

THE COURT: Have a nice night, bye.

[Proceeding concluded at 4:48 p.m.]

ATTEST: I hereby certify that I have truly and correctly transcribed the audio/visual recording in the above-entitled case.



Brittany Mangelson
Independent Transcriber

Grading Agreement

This Grading Agreement (the "Agreement") is made as of April 17, 2007 (the "Effective Date") between:

Gemstone Development West, Inc. ("Developer")
2151 W. Russell Rd, Suite 117
Las Vegas, NV 89148

And:

Asphalt Products Corporation, (dba APCO Construction, "General Contractor")
3234 N. 5th Street
North Las Vegas, NV 89032

for the Work on the ManhattanWest project as 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 "Property"):

Developer and General Contractor hereby agree as set forth below.

ARTICLE 1.

1.01 Contract Documents. General Contractor has received the documents set forth on **Exhibit A** attached to this Agreement, and such 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.

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

ARTICLE 2.
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

APCO CONSTRUCTION
033494

PENGAD 800-631-6989
PLAINTIFF'S EXHIBIT
A571228
JAN 17 2019

APCO-TR-EX0001-0001
PLTF'S PROPOSED EXHIBIT NO. 1
Case No. A571228

to complete the Work 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, but not part of, the Work and to award separate contracts in connection with other work at the Project site, and General Contractor agrees to cooperate with such efforts.

2.02 Subcontractors. General Contractor shall engage sub-subcontractors, service providers, professionals, agents, vendors and suppliers (the "Subcontractors") to perform the Services. General Contractor shall incorporate the terms and obligations of this Agreement into its agreements with the Subcontractors (the "Subcontracts").

(a) General Contractor shall propose only Subcontractors who have demonstrated the ability to provide good workmanship and have provided evidence of being in a financially stable position.

(b) Notwithstanding any provision of this Agreement, upon receipt of a written request from Developer to meet with any Subcontractor, General Contractor will immediately schedule, hold, and attend such meeting or meetings with Developer and such Subcontractor.

~~(c)~~ Nothing contained in this Agreement shall create a contractual relationship between any Subcontractor and Developer, except that it is understood and agreed that Developer is an intended third-party beneficiary of all Subcontracts.

2.03 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. If General Contractor observes that portions of the Contract Documents are at variance therewith, subject to Section 2.04(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 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 2.03(a).

(b) General Contractor shall be responsible for distributing current and coordinated Contract Documents to all of the Subcontractors. 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 Subcontractors.

(c) Prior to commencing construction, General Contractor shall take field measurements and verify field conditions and shall carefully compare such

APCO CONSTRUCTION
033495

field measurements and conditions and other information known to General Contractor with the Contract Documents. 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 necessary services to gather such additional necessary information.

2.04 Construction Changes.

(a) Within 48 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 Subcontractor after the Effective Date, must first be approved in writing by Developer in Developer's sole and absolute discretion.

(c) General Contractor shall not make changes to the Project without the prior written consent of Developer. Any value engineering changes approved by Developer shall result in a credit or debit to Developer due upon receipt of such approval by Developer.

2.05 Permitting, Regulation and Documentation.

(a) Subject to Section 3.03, General Contractor shall be responsible for coordinating all of the required activities to obtain any and all approval, permits, licenses, tests, and inspections of the various government agencies and jurisdictions. 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. Reasonable Failure of General Contractor to comply with these requirements shall not entitle General Contractor to any adjustment in the Contract Sum or Completion Period. Inspection delays or "unreasonable" code interpretations or requirements by inspectors, shall not be justification for any adjustment to the Contract Sum or Completion Period.

(b) 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.

2.06 Construction.

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

APCO CONSTRUCTION
033496

(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 and shall pay for labor, materials, equipment, tools, cartage, construction services and Work, construction equipment and machinery, water, heat, utilities, transportation, safety precautions and programs, taxes, and other facilities and services necessary for proper completion of the Work, whether temporary or permanent.

(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 Property.

(e) General Contractor shall be responsible for and shall coordinate all construction means, methods, techniques, sequences and procedures, within the confines of the Schedule.

(f) 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.

(g) General Contractor shall keep the premises free from accumulation of waste materials or rubbish caused by General Contractor's operations and shall keep the construction site clean and safe.

(h) General Contractor shall provide adequate security to the Property to avoid theft and vandalism.

(i) 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.

(j) Upon receipt of a written request from Developer, General Contractor shall provide Developer with a copy of any correspondence or agreements with any Subcontractor.

(k) 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 Subcontractors.

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

2.07 Quality Control Corrective Work, and Warranty.

APCO CONSTRUCTION
033497

(a) If General Contractor observes or otherwise becomes aware of any fault or defect in the Project, General Contractor shall, within 24 hours, give written notice thereof to Developer.

(b) General Contractor shall be responsible to Developer for acts (other than acts of God), errors and omissions in, or related to, the Work.

(c) General Contractor warrants to Developer that the Work will be good quality, free from faults and defects, and in conformance with the Contract Documents.

(d) Within 24 hours of discovery, General Contractor shall promptly 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 or defective construction/design documents generated by General Contractor, whether observed before or after Project Completion. All corrections to inadequate work or defective work shall commence within 24 hours and be corrected as quickly and expeditiously as possible.

(e) 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 shop drawings, product data, samples or similar submittals by Developer's approval thereof.

(f) In addition to performing the corrective work pursuant to Sections 2.07(a-e), General Contractor shall extend to Developer such warranties as are customary in the industry within Nevada, but at a minimum such warranties shall cover the Work for no less than one year from the Project Completion.

2.08 Completion. The Work within or related to each Building shall be deemed completed upon the (a) completion of the Work in such Building; (b) receipt of an approval of the Work in such Building by the Clark County Building Department; (c) completion of any corrections requested by Developer or required by the Clark County Building Department; and (d) delivery of the applicable Completion Documents (each a "Building Excavation Completion"). The portions of the Work not specifically related to a particular Building (the "Common Area Work") shall be deemed completed upon the (i) completion of the Common Area Work; (ii) receipt of an approval of the Commercial Area Work by the Clark County Building Department; (iii) completion of any corrections requested by Developer or required by the Clark County Building Department; and (iv) delivery of the applicable Completion Documents (the "Common Area Completion"). The Project shall be deemed completed upon

APCO CONSTRUCTION
033498

the Building Excavation Completion of each Building and the completion of the Common Area Work ("Project Completion").

2.09 General Contractor Staffing. General Contractor shall provide the levels of staffing necessary to furnish efficient business administration and supervision for the Project.

2.10 General Contractor Default. If, within 48 hours after receipt of written notice from Developer, General Contractor defaults or neglects to provide the Services or comply with any provision of this Article II, Developer may, without prejudice to any other remedies Developer may have, correct such deficiencies and charge all reasonable and related costs to General Contractor. The cost of any dispute arising out of this Section 2.10, including reasonable legal fees and expenses, shall be solely borne by General Contractor.

ARTICLE 3.
DEVELOPER RESPONSIBILITIES

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

3.02 Responsiveness. Upon receipt by Developer of a written request from General Contractor for a decision or information within 48 hours, Developer shall provide such decision or information within such 48 hour period to the extent necessary to avoid any delay in the orderly progress of the Services.

3.03 Fees. Developer shall pay all fees required to obtain government approvals, licenses, and inspections or related testing conducted by a third-party; 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.

ARTICLE 4.
SCHEDULE

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 and the Common Area Work (each referred to as a "Completion Period"). The "Authorized Start Date" is the date that Developer delivers to General Contractor written notice to begin the Work on a given Building or the Common Area Work. The "Required Completion Date" is the date that a given Building or the Common Area Work must be completed based on the Authorized Start Date.

APCO CONSTRUCTION
033499

(b) The Authorized Start Date for each Building and the Common Area Work will be established and may be revised by Developer in its sole and absolute discretion.

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

(d) Any changes to the Schedule that lengthen any Completion Period will require the execution of a Change Order by Developer expressly approving such change.

(e) Completion Periods shall not be extended for delays which occur as a direct result of financial problems or financial failure of General Contractor or any Subcontractor(s), or any entity which furnishes materials or equipment to General Contractor or to any Subcontractor(s).

(f) By delivering written notice to General Contractor, Developer may suspend any portion of the Work at anytime. If, prior to Project Completion, Developer completely stops the Work on all of the Buildings and the Common Area Work for more than 30 days and the Subcontractor engaged by General Contractor to perform the mass excavation actually removes its equipment from the Property, Developer shall pay a re-mobilization fee equal to $32,000. For purposes of the Building Liquidated Damages, Common Area Liquidated Damages, and Bonus, any suspension pursuant to this Section 4.01(f) shall result in an adjustment by Developer of the corresponding Required Completion Date(s).

4.02 Schedule Supervision. Every second Friday, 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 "Bi-Weekly Review"). To the extent that Developer determines at a Bi-Weekly Review, that the Work is behind Schedule on any given Building or the Common Area Work, 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 Bi-Weekly Review (the "Recovery Plan").

4.03 Liquidated Damages and Bonuses.

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

(b) The Common Area Completion and each Building Excavation Completion will be attained on or prior to the applicable Required Completion Date (as adjusted by Change Orders approved by Developer).

(i) If (A) the Building Excavation Completion for a given Building is not attained on or prior to the corresponding Required Completion Date and (B) the foundation building permit for such Building has been issued by Clark County (the "Building Permit"), Developer may retain as liquidated damages

APCO CONSTRUCTION
033500

(and not as a penalty) an amount equal to $5,000 for each and every calendar day after the Required Completion Date that Building Excavation Completion is delayed for such building (the "Building Liquidated Damages").

(ii) If (A) the Common Area Completion is not attained on or prior to the corresponding Required Completion Date and (B) any Building Permit has been issued, Developer may retain as liquidated damages (and not as a penalty) an amount equal to $1,000 for each and every calendar day after the applicable Required Completion Date that Common Area Completion is delayed (the "Common Area Liquidated Damages") Provided that adequate space is available on the site for balancing the excess material.

(c) If (a) General Contractor provides Building Excavation Completion prior to the Required Completion Date for a given building and (ii) the Foundation Permit for such Building has been issued, Developer will award General Contractor a bonus equal to $2,000 per day for each and every calendar day that Building Excavation Completion and the Foundation Permit are attained in advance of the Required Completion Date for such building (the "Bonus"). Developer and General Contractor acknowledge that speed or acceleration of the Work can lead to poorer quality and workmanship if not properly managed by General Contractor. Therefore, the Bonus, if earned by General Contractor, will only be paid to General Contractor pursuant to Section 4.03(d).

(d) As Developer and General Contractor both recognize the importance of quality construction, the Bonus (or the unpaid portion of the Bonus) will be forfeited by General Contractor to Developer if: (i) the Work has latent construction defects and General Contractor fails, in Developer's reasonable estimation, to correct such defects within five business days, (ii) General Contractor is in default or negligent causing Developer to give notice and correct any warranty work itself, or (iii) General Contractor is in default of or breaches any term of this Agreement.

(e) Developer and General Contractor acknowledge and agree that any liquidated damages assessed under this Article IV 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, addressing closing costs all of which are adversely impacted by delays in Project Completion. In addition, delays in Project Completion may cause additional expenses for contract and construction administration, accounting, and cost of capital. Nothing in this Article IV 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.

APCO CONSTRUCTION
033501

ARTICLE 5.
COMPENSATION/PAYMENT

5.01 Contract Sum. In exchange for the Services, Developer shall pay to General Contractor an amount equal to $4,527,700.00 (the "Contract Sum").

5.02 Progress Payments.

(a) On the last day of each month, General Contractor shall submit to Developer applications for payment with separate line items for each Building as well as the Common Area Work, setting forth the percentage of the Work completed during that month on a percentage complete basis as set forth in the Schedule (the "Application for Payment"). The Application for Payment shall be prepared in the Standard AIA G702 and AIA G703 format (or such format as may be required by Developer's lender) and supported by such data to substantiate its accuracy as Developer may require.

(b) Upon approval of an Application for Payment, Developer shall, within 25 business days, pay to General Contractor the amount equal to (i) the Contract Sum multiplied the percentage of the Work completed during the previous month as set forth in the approved Application for Payment minus (ii) any amounts previously paid to General Contractor pursuant to this Agreement (the "Monthly Progress Payment").

5.03 Retainage.

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

(b) In addition to the Standard Retainage, in the event that at any Bi-Weekly 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 Monthly Progress Payment an amount equal to (i) one percent multiplied by (ii) the amount of such Progress Payment attributable to the Building or Common Area Work for which General Contractor failed to maintain the Recovery Plan (the "Additional Retainage"). To the extent that multiple Recovery Plans are not met, the Additional Retainage will accumulate separately for each Building as well as the Common Area Work and may accumulate cumulatively for each time that a Recovery Plan is not met for an individual Building as well as the Common Area Work.

(c) Notwithstanding Section 5.03(b), the Additional Retainage withheld by Developer for any failure by General Contractor to maintain a particular Recovery Plan will be released in the Monthly Progress Payment following the completion by General Contractor of the Work set forth in (i) the Recovery Plan for which the Additional Retainage was initially withheld and (ii) any subsequent

APCO CONSTRUCTION
033502

Recovery Plan imposed, for the same Building or Common Area Work, pursuant to Section 5.03(b).

(d) Upon a given Building Excavation Completion or the Common Area Completion, the Developer Retainage and any remaining Additional Developer Retainage for such Building or the Common Area Work shall be released to General Contractor within 25 days.

ARTICLE 6.
OWNERSHIP 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.

ARTICLE 7.
PROTECTION OF PERSONS AND PROPERTY

7.01 Safety Precautions. General Contractor shall be solely responsible for initiating, providing and maintaining safety precautions and programs in connection with the Work. Developer's employees will abide by General Contractor's safety programs.

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 site to the extent caused by General Contractor, Subcontractors, or anyone directly or indirectly employed by General Contractor or Subcontractors, or by anyone for whose acts they may be liable.

ARTICLE 8.
INSURANCE AND BONDS

8.01 General Liability Insurance. General Contractor shall provide all insurance for the Work that is standard for the construction industry including without limitation general liability insurance. In the event that Developer shall subsequently provide a wrap insurance policy for the Project prior to January 1,

APCO CONSTRUCTION
033503

2008, the Contract Sum shall be reduced by $67,815.00 and Developer shall be entitled to an immediate rebate equal to $67,815.00.

8.02 Workers Compensation. Developer will not provide workers compensation insurance.

8.03 Release. Developer and General Contractor waive all rights against each other, the Subcontractors, or General Contractor's employees, each of the other, for damages caused by fire or other perils to the extent covered and paid by property insurance obtained pursuant to this Article VIII or other property insurance applicable to the Work. General Contractor and Subcontractors by appropriate agreement, written where legally required for validity, shall be required to include similar waivers each in favor of other parties enumerated in this Article VIII.

ARTICLE 9.
CHANGES IN THE WORK

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

9.02 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, and upon such termination, a deductive change order shall be issued for the following amount (a) the aggregate cost of the Work originally set forth in such Changer Order minus (b) the cost of the Work originally set forth in such Change Order that was actually completed by General Contractor prior to such termination.

9.03 Notwithstanding any provision of this Agreement, it is expressly agreed that pursuant to Sections 2.03 and 2.04, General Contractor has reviewed, understood, and commented upon the Contract Documents. Consequently, General Contractor hereby accepts the Contract Documents and will accept all costs associated with, and will not seek an increase in the Contract Sum, except for Change Order Provisions provided herein.

ARTICLE 10.
TERMINATION

10.01 Termination. Developer may, with or without cause, terminate this Agreement in whole, or in part, at any time prior to the completion of the Work. Developer shall give General Contractor three 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 completed since the Monthly Progress Payment prior

APCO CONSTRUCTION
033504

to such termination and (b) General Contractor's demobilization costs (not to exceed $10,000). Except as set forth in the previous sentence, General Contractor shall not be entitled to any additional compensation, recourse, or recovery. General Contractor may only terminate this Agreement pursuant to Section 11.04.

10.02 Retained Equipment. Upon the termination of the Agreement pursuant to this Article 10, Developer may elect to retain any equipment owned by General Contractor that is incorporated into the Project, but if such equipment is not otherwise included in the Cost of the Work, Developer shall pay General Contractor fair compensation, either by purchase or rental, for such equipment.

10.03 Assignment. Upon the termination of the Agreement for any reason, General Contractor shall at the request of Developer, assign all subcontracts and purchase orders related to the Project (including rental agreements, permits, and Subcontracts) to Developer (the "Assignments"). To the extent that Developer elects to assume such Assignments, General Contractor shall, as a condition of receiving the payments referred to in Section 10.01, execute and deliver all such documents and take such steps, including the legal assignment of such Subcontracts and other contractual rights of General Contractor, as Developer may require for the purpose of fully vesting in Developer the rights and benefits of General Contractor under such documents. Notwithstanding any provision of this Section 10.03, General Contractor shall only be required to comply with the provisions of this Section 10.03 to the extent that any consent to the Assignments required by the applicable Subcontracts can be obtained by the corresponding Subcontractors.

ARTICLE 11.
MISCELLANEOUS

11.01 Continued Performance. Notwithstanding any provision of this Agreement, in the event of any 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 dispute or controversy and Developer shall continue to make payment required by this Agreement for all Work that is not directly implicated in the dispute or controversy.

11.02 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:

If to General Contractor:

APCO CONSTRUCTION
033505

ManhattanWest
General Construction Agreement for GMP

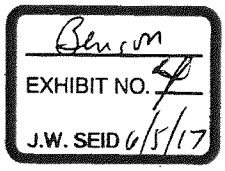


TABLE OF CONTENTS

ARTICLE I 1

GENERAL PROVISIONS 1

1.01 CONTRACT DOCUMENTS 1
1.02 DEFINED TERMS 1
1.03 SCHEDULE OF VALUES 1

ARTICLE II 1

GENERAL CONTRACTOR RESPONSIBILITIES 1

2.01 GENERAL 1
2.02 THIRD-PARTY SERVICE PROVIDERS 2
2.03 PRE-CONSTRUCTION COORDINATION 3
2.04 CONSTRUCTION COORDINATION 3
2.05 CONSTRUCTION CHANGES 4
2.06 PERMITTING, REGULATION AND DOCUMENTATION 5
2.07 CONSTRUCTION 6
2.08 QUALITY CONTROL CORRECTIVE WORK, AND WARRANTY 9
2.09 INSPECTIONS AND PUNCH LISTS 10
2.10 COMPLETION 12
2.11 DEVELOPER ACCEPTANCE 12
2.12 WARRANTY 12
2.13 GENERAL CONTRACTOR STAFFING 14
2.14 UPGRADES COORDINATION 15
2.15 FRAMING AND DRYWALL MINIMUMS 15
2.16 FAILURE TO PERFORM 16

ARTICLE III 16

OWNER RESPONSIBILITIES 16

3.01 CONTRACT DOCUMENTS 16
3.02 FEES 16
3.03 REPRESENTATIVE 16
3.04 RESPONSIVENESS 17
3.05 DEVELOPER OBSERVERS 17

ARTICLE IV 17

TIME 17

4.01 PROJECT SCHEDULE 17
4.02 SCHEDULE SUPERVISION 18
4.03 LIQUIDATED DAMAGES 19

ARTICLE V 19

COMPENSATION/PAYMENTS 19

5.01 CONTRACT SUM 19
5.02 GUARANTEED MAXIMUM PRICE 20
5.03 BUY-DOWN SAVINGS SPLIT 20
5.04 DISCOUNTS, REBATES, AND REFUNDS 20
5.05 PROGRESS PAYMENTS 21
5.06 FINAL PAYMENT 24

5.07 RETAINAGE 25
ARTICLE VI 27
OWNERSHIP AND USE OF DOCUMENTS 27
6.01 OWNERSHIP 27
6.02 LIABILITY 27
6.03 SUBSEQUENT USE 27
6.04 NON-PUBLICATION 27
ARTICLE VII 27
PROTECTION OF PERSONS AND PROPERTY 27
7.01 SAFETY PRECAUTIONS 28
7.02 REASONABLE PROTECTION 28
7.03 LIABILITY 28
7.04 EXPULSION 28
ARTICLE VIII 28
INSURANCE AND BONDS 28
8.01 INSURANCE 28
8.02 PERFORMANCE BOND AND PAYMENT BOND 28
ARTICLE IX 28
CHANGES IN THE WORK 28
9.01 CHANGE ORDERS 28
9.02 CONCEALED CONDITIONS 29
ARTICLE X 30
TERMINATION OF AGREEMENT 30
10.01 TERMINATION BY DEVELOPER WITHOUT CAUSE 30
10.02 TERMINATION BY DEVELOPER WITH CAUSE 30
10.03 RETAINED EQUIPMENT 32
10.04 ASSIGNMENT 32
ARTICLE XI 32
CLAIM AND DISPUTE RESOLUTION 32
11.01 DEFINITION 32
11.02 TIME LIMITS ON CLAIMS 32
11.03 RESOLUTION OF CLAIMS AND DISPUTES BY THE ARCHITECT 33
11.04 MEDIATION 33
11.05 ARBITRATION 34
11.06 CONTINUED PERFORMANCE 34
ARTICLE XII 35
MISCELLANEOUS PROVISIONS 35
12.01 NOTICE 35
12.02 INJUNCTIVE RELIEF FOR BREACH 35
12.03 MERGER CLAUSE 35
12.04 AMENDMENT AND TERMINATION 36
12.05 ASSIGNMENT OF THIS AGREEMENT 36

12.06 GOVERNING LAW; VENUE 36
12.07 ATTORNEY'S FEES 36
12.08 UNENFORCEABILITY 36
12.09 WAIVERS AND NON-WAIVER OF REMEDIES 37
12.10 HEADINGS 37
12.11 INDEMNIFICATION 37
12.12 BUILDING TYPE REFERENCES 37
12.13 BUSINESS DAYS 38
12.14 COUNTERPARTS 38
12.15 INSURANCE BINDER 38

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(a) 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

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(c-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 extent 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 Contract 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.

JA001850
ZBCI002134

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
mickeri@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]

CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE AND CORRECT COPY
OF THE ORIGINAL ON FILE
CLERK OF THE COURT

APCO Construction
3234 N. 5th Street
Las Vegas, NV 89123
Attention: Shawn Bowne
Phone: 702-734-0198
Fax: 702-734-0396
Email: sbowne@apcoconstruction.com

If to Developer

Gemstone Apache Development, Inc.
7700 Las Vegas Blvd, Suite #5
Las Vegas, NV 89123
Attention: Peter Smith
Phone: (702) 614-3193
Fax: (702) 614-0669
Email: pete@gemstonedev.com

11.03 Merger Clause. This Agreement represents the entire and integrated agreement between Developer and General Contractor related to Project and supersedes all prior negotiations, representations or agreements, either written or oral.

11.04 Amendment and Termination. Subject to Article 10, this Agreement may be amended or terminated only by written instrument executed by both Developer and General Contractor.

11.05 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.

11.06 WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, DEVELOPER AND GENERAL CONTRACTOR HEREBY IRREVOCABLY AND EXPRESSLY WAIVE ALL RIGHT AND COVENANT NOT TO ASSERT THEIR CONSTITUTIONAL OR OTHER RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT AND/OR THE TRANSACTION CONTEMPLATED HEREBY.

11.07 Arbitration. Developer and General Contractor hereby: (a) consent to the exclusive resolution by binding arbitration of all claims or controversies in any way arising out of, relating to, or associated with this Agreement or the Work against the other party or its members, officers, directors, managers, employees

APCO CONSTRUCTION
033506

or agents (collectively, "Claims"); and (b) covenant not to initiate or prosecute any lawsuit that relates in any way to any Claim. Any Claim shall be exclusively subject to binding arbitration, and the arbitrator will have the authority to decide any such Claim. Any arbitration required by this Agreement shall be conducted in Clark County, Nevada, by a single arbitrator, mutually agreed upon, in accordance with the rules of the American Arbitration Association then in effect. The decision of the arbitrator on any such Claim shall be final and binding upon the parties and may be entered in any court of competent jurisdiction. The parties shall be precluded from bringing or raising in court or another forum any dispute that was, or could have been, brought or raised pursuant to this Agreement or related to the Property. Notwithstanding any other provision of this Agreement, the provisions of this Section 11.07 shall survive any termination of this Agreement by either party.

11.08 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 Sections 11.06 and 11.07, 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.

11.09 Attorney's Fees. In the event that any negotiation, suit, action, arbitration, or mediation is instituted to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover 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.

11.10 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.

11.11 Waivers. No waiver by either party 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.

APCO CONSTRUCTION
033507

11.12 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 Subcontractor 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 Subcontractor or any of their agents or employees; and (iii) the Services.

(b) Notwithstanding Section 11.12(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 Subcontractor, in the event that Developer is joined as a party in a lawsuit or arbitration filed by such Subcontractor 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 subcontractor or supplier.

11.13 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.

[Signature Page Attached]

APCO CONSTRUCTION
033508

This Agreement is entered into as of the day Execution Date.

DEVELOPER:
Gemstone Development West, Inc.

DEVELOPER:
Gemstone Development West, Inc.

Alexander Edelstein
Chief Executive Officer

GENERAL CONTRACTOR:
Asphalt Products Corporation (dba APCO Construction)

Randy Nickerl

By: Randy Nickerl
Its: Division Manager

[Grading Agreement Signature Page]

APCO CONSTRUCTION
033509

EXHIBIT A
List of Contract Documents

APCO CONSTRUCTION
033510

EXHIBIT "A" ATTACHMENT

DRAWING	DESCRIPTION	DATE
C1	COVER SHEET	10/31/06
C2	GENERAL NOTES	10/31/06
C3	GRADING PLAN 1	9/25/06
C4	GRADING PLAN 2	9/25/06
C5	GRADING PLAN 3	9/25/06
C6	GRADING PLAN 4	9/25/06
C7	GRADING PLAN 5	9/25/06
C8	GRADING PLAN 6	9/25/06
C9	DETAIL SHEET 1	9/25/06
C10	DETAIL SHEET 2	9/25/06
C11	OVERALL GRADING PLAN	9/25/06
C12	HORIZONTAL CONTROL PLAN 1	10/25/06
C13	HORIZONTAL CONTROL PLAN 2	10/25/06
C14	HORIZONTAL CONTROL PLAN 3	10/25/06
C15	HORIZONTAL CONTROL PLAN 4	10/25/06
C16	HORIZONTAL CONTROL DATA SHEET	10/25/06
C17	UTILITY PLAN 1	10/25/06
C18	UTILITY PLAN 2	10/25/06
C19	UTILITY PLAN 3	10/25/06
C20	UTILITY PLAN 4	10/25/06
C21	RUSSELL ROAD PLAN AND PROFILE 1	9/25/06
C22	RUSSELL ROAD PLAN AND PROFILE 2	9/25/06
C23	ROCKY HILL STREET PLAN AND PROFILE	9/25/06
C24	OQUENDO PLAN AND PROFILE 1	9/25/06
C25	OQUENDO PLAN AND PROFILE 2	9/25/06
C26	TRAFFIC/FIRE PLAN 1	9/25/06
C27	TRAFFIC/FIRE PLAN 2	9/25/06
C28	TRAFFIC/FIRE PLAN 3	9/25/06
C29	TRAFFIC/FIRE PLAN 4	9/25/06
C30	TRAFFIC/FIRE PLAN 5	9/25/06
C31	TRAFFIC/FIRE PLAN 6	9/25/06

APCO CONSTRUCTION
033511

EXHIBIT B
Glossary of Defined Terms

1. "Completion Documents" means the following:

a. A 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. Such "as-built" drawings for mechanical, electrical and plumbing systems shall be verified and approved, in writing, by the engineer of record.

b. Any assignment and/or transfer of all guaranties and warranties from Subcontractors, vendors and suppliers and manufacturers.

c. A list of the names, address and phone numbers of all Subcontractors and other persons providing guarantees and warranties, and

d. Final unconditional waivers from all Subcontractors for the, paid for, related Work.

2. "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 including the following (unless noted otherwise, such items are for the entire Project)

a. All General Conditions;
b. All General Contractor's overhead and profit;
c. Dust Permits;
d. Site Preparation;
e. SSWWPPS;
f. Full Time Supervision;
g. Full Time Coordination with Clark County Inspectors and third-party inspectors;
h. Siltation fence and protection;
i. Surveying of the Property using Developer supplied Property corners;
j. Mass excavation of Buildings one through nine;
k. Site Grading;
l. Waterline installation from the three public connections to within five feet of each Building
m. Sanitary line installation from the public connections to within five feet of each Building
n. Storm sewer line installation;
o. Drainage flume installation on the property the southwest of the Project
p. Preparation of sub base for all on-site asphalt paving

APCO CONSTRUCTION
033512

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 30

Eric B. Zimbelman, Esq. (9407)
PEEL BRIMLEY LLP
3333 E. Serene Avenue, Suite 200
Henderson, NV 89074-6571
Telephone: (702) 990-7272
Facsimile: (702) 990-7273
ezimbelman@peelbrimley.com
Attorneys for Appellant
Helix Electric of Nevada, LLC

Mary E. Bacon, Esq. (12686)
SPENCER FANE LLP
400 S. Fourth Street, Suite 500
Las Vegas, NV 89101
Telephone: (702) 408-3411
Facsimile: (702) 408-3401
MBacon@spencerfane.com

John Randall Jefferies, Esq. (3512)
Christpher H. Byrd, Esq. (1633)
FENNERMORE CRAIG, P.C.
300 S. Third Street, 14th Floor
Las Vegas, NV 89101
Telephone: (702) 692-8000
Facsimile: (702) 692-8099
rjefferies@fclaw.com
cbyrd@fclaw.com
Attorneys for Respondent

Docket 77320 Document 2020-38021

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

Date	Description	Bates Number	Volume(s)
	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

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
	Exhibit 2 – Marquis Aurbach Coffing Invoice to APCO dated April 30, 2018	JA007223-JA007224	99

Date	Description	Bates Number	Volume(s)
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

Date	Description	Bates Number	Volume(s)
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

Date	Description	Bates Number	Volume(s)
	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

Date	Description	Bates Number	Volume(s)
	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

Date	Description	Bates Number	Volume(s)
	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

Date	Description	Bates Number	Volume(s)
	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

Date	Description	Bates Number	Volume(s)
	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

Date	Description	Bates Number	Volume(s)
	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**

Date	Description	Bates Number	Volume(s)
	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

Date	Description	Bates Number	Volume(s)
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

Date	Description	Bates Number	Volume(s)
		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

Date	Description	Bates Number	Volume(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		
	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

Date	Description	Bates Number	Volume(s)
	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

Date	Description	Bates Number	Volume(s)
	Pacific Construction Company, Inc.'s Counterclaim		
	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
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**

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
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

Date	Description	Bates Number	Volume(s)
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

Date	Description	Bates Number	Volume(s)
	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
	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	JA007401-JA007517	102/103

Date	Description	Bates Number	Volume(s)
	Nevada, LLC, SWPPP Compliance 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
	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

Date	Description	Bates Number	Volume(s)
	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 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
	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

Date	Description	Bates Number	Volume(s)
	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
	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

Date	Description	Bates Number	Volume(s)
	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 Complaint and Camco Pacific Construction, Inc.'s Counterclaim	JA008602-JA008621	112
	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

Date	Description	Bates Number	Volume(s)
	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
	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

Date	Description	Bates Number	Volume(s)
	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
	Exhibit 16 – Notice of Appeal	JA008799-JA008810	113
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**
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**
06-15-18	**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
	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	JA006964-JA006978	96

Date	Description	Bates Number	Volume(s)
	Precluding Defenses Based on Pay-if-Paid Agreements		
	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
	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

Date	Description	Bates Number	Volume(s)
	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 Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA007085-JA007087	97
	Exhibit 15 – Notice of Association of Counsel	JA007088-JA007094	97
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
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-**	**JA009117-JA009123**	**119**

Date	Description	Bates Number	Volume(s)
	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		
06-29-18	**Helix Electric of Nevada, LLC's Reply Re: Motion to Retax**	**JA007225-JA007237**	**100**
03-23-18	**Helix Electric of Nevada, LLC's Responses to APCO Construction's Post-Trial Brief**	**JA006173-JA006193**	**84**
06-24-09	**Helix Electric's Statement of Facts Constituting Lien and Third-Party Complaint**	**JA000001-JA000015**	**1**
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
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

q. Backfill and compaction at each Building foundation after concrete is completed;

r. Fine grading of the Property

s. Balance grading of adjoining properties

t. Removal of waster and/or excess dirt and fill.

Additional Terms. Each of the following terms is defined in the section or reference set forth opposite such term below.

Term	Section
Additional Retainage	Section 5.03(b)
Agreement	Preamble
Application for Payment	Section 5.02(a)
Assignment	Section 10.03
Authorized Start Date	Section 4.01(a)
Bi-Weekly Review	Section 4.02
Bonus	Section 4.03(c)
Building Excavation Completion	Section 2.08
Building Liquidated Damages	Section 4.03(b)(i)
Building Permit	Section 4.03(b)(i)
Change Order	Section 9.01
Claims	Section 11.07
Common Area Completion	Section 2.08
Common Area Liquidated Damages	Section 4.03(b)(ii)
Common Area Work	Section 2.08
Completion Period	Section 4.01(a)
Contract Documents	Section 1.01
Contract Sum	Section 5.01
Developer	Preamble
Effective Date	Preamble
General Contractor	Preamble
Monthly Progress Payment	Section 5.02(b)
Project	Preamble
Project Completion	Section 2.08
Project Documents	Section 6.01
Property	Preamble
Recovery Plan	Section 4.02
Required Completion Date	Section 4.01(a)
Services	Article 2 Preamble
Subcontractors	Section 2.02
Subcontracts	Section 2.02
Schedule	Section 4.01(a)
Standard Retainage	Section 5.03(a)

APCO CONSTRUCTION
033513

EXHIBIT C
Construction Schedule

Area	Days
Site Work Common Area	
Sanitary Sewer From Russell Road	10
Sanitary Sewer to Oquendo	10
Set Manholes	18
Waterline from Russell raod	15
Water Line to Oquendo	15
Water Line Laterals	15
Install Fire Hydrants	20
Wet Tap at Russell	5
Wet Tap at Oquendo	5
Patch Asphalt at Russell	4
Patch Asphalt at Oquendo	4
Install Storm Water Lines to North end of Proper	10
Final Rough Grade Common Area	10
Completion Period:	**141**
Buildings 2 & 3 Excavation	
Strip Topsoil Layer from Building Area	3
Excavate 1st Layer of Caliche	8
Excavate Gravel	5
Excavate 2nd Layer of Caliche	10
Exgavate Gravel	7
Exgavste 3rd Layer of Caliche	14
Exgavate 3rd Layer of Gravel	8
Completion Period:	**55**
Building 7 Excavation	
Strip Topsoil Layer from Building Area	2
Excavate 1st Layer Of Caliche	5
Excavate Gravel from building area	4
Excavate last layer of caliche	10
Completion Period:	**21**
Buildings 8 & 9 Excavation	
Excavate topsoil from building area	4
Excavate 1st layer of Caliche	8
Excavate 1st Layer of Gravel	4
Excavate 2nd Layer of Caliche	10
Excavate 2nd Layer of Gravel	6
Completion Period:	**32**

APCO CONSTRUCTION
033514

Building 1 Excavation	
Strip Topsoil Layer from Building Area	2
Excavate 1st Layer of Caliche	5
Excavate 1st Layer of Gravel	4
Excavate 2nd Layer of Caliche	7
Excavate 2nd Layer of Gravel	5
Exgavste 3rd Layer of Caliche	8
Exgavate 3rd Layer of Gravel	6
Completion Period:	**37**
Building 4 Excavation	
Excavate topsoil from building area	2
Excavate 1st layer of Caliche	5
Excavate 1st Layer of Gravel	4
Excavate 2nd Layer of Caliche	7
Excavate 2nd Layer of Gravel	1
Completion Period:	**19**
Buildings 5 & 6 Excavation	
Excavate topsoil from building area	4
Excavate 1st layer of Caliche	8
Excavate 1st Layer of Gravel	4
Excavate 2nd Layer of Caliche	10
Excavate 2nd Layer of Gravel	6
Excavation and utilities Complete	0
Completion Period:	**32**

APCO CONSTRUCTION
033515

CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE AND CORRECT COPY
OF THE ORIGINAL ON FILE
CLERK OF THE COURT

ORIGINAL

PROJECT NUMBER: 07-10-11Y-JO

PROJECT NAME: MANHATTANWEST

NEVADA CONSTRUCTION SERVICES

COST PLUS/GMP CONTRACT DISBURSEMENT AGREEMENT

THIS AGREEMENT is made and entered into this 15th day of **October, 2007** by and between **NEVADA CONSTRUCTION SERVICES**, hereinafter referred to as **"NCS"**, **GEMSTONE DEVELOPMENT WEST, INC.**, hereinafter referred to as **"Owner"**, and **APCO CONSTRUCTION** hereinafter referred to as **"Contractor"**, and **SCOTT FINANCIAL CORPORATION**, hereinafter referred to as **"Lender"**.

WHEREAS, Owner is the owner in fee simple of certain parcel(s) of land situated in the **County of Clark, State of Nevada,** which is more particularly described as **the southeast corner of Russell Road and Rocky Hill Street in Las Vegas.**

WHEREAS, Owner desires to construct **phase I of a condominium development** upon the aforesaid real property, hereinafter referred to as "Project" and in connection therewith desires to borrow from Lender, the sum of $156,000,000.00, a portion of which is for the purpose of financing the construction cost of said Project; and

WHEREAS, Owner has selected and employed Contractor, who is licensed in accordance with the applicable state requirements, to construct said Project on said property in accordance with plans and specifications deposited or to be deposited with Lender, and further, Contractor has agreed to complete said construction in accordance with certain plans and specifications approved by the Owner, Contractor and Lender, and further, in compliance with the requirements of the building code(s) of the political subdivision having jurisdiction over said Project.

WHEREAS, pursuant to the loan documents Lender has agreed to fund for construction costs the sum of approximately **$88,740,126** to be used for said Project in accordance with the Construction Loan Agreement dated hereinafter referred to as the "Construction Loan Agreement". This Agreement is executed to ensure the prompt and accurate payment of costs of construction of said Project including labor, materials, subcontractors and contractor's claims against the approved Lender's cost breakdown (see Exhibit "A", attached).

WHEREAS, Lender desires to appoint NCS as its agent under said Construction Loan Agreement for disbursement of hard construction costs.

APCO CONSTRUCTION 033539

C:\Documents and Settings\brad\Local Settings\Temporary Internet Files\OLK19\ManhattanWest Cost Plus Draft SFC (2) REVISED SFC (3) NCS.doc
10/17/2007 3:57 PM

PENGAD 800-631-6989

PLAINTIFF'S EXHIBIT 3 A571228 JAN 17 2014

APCO-TR-EX0003-0001
PLTF'S PROPOSED EXHIBIT NO. 3

ORIGINAL

WHEREAS, the Lender, Owner and Contractor have agreed to utilize a form of contract commonly known as a "Contract for the Cost of the Work Plus a Fee, with a negotiated Guaranteed Maximum Price, (herein, the "contract" and identified as Exhibit A)." Under this form of contract, the Owner agrees to pay the Contractor the cost of construction based upon actual subcontract invoices attached to an approved "Schedule of Values," which is created by the Owner, Contractor, and approved by the Lender prior to the start of the construction. Under this arrangement, NCS shall receive monthly invoices from the Contractor, review said invoices, obtain approval for payment from the Owner, complete any required inspections, obtain the necessary progress or final lien releases, and pay the Contractor based upon the disbursement categories contained in the approved Schedule of Values. All parties agree that payments are to be made according to the subcontracts provided and any excess funds will not automatically be paid to the Contractor. General conditions will be considered a "Stipulated Sum" item which upon completion, the entire amount in this line item will be disbursed to the Contractor without the need for exact cost analysis.

WHEREAS this form of contract is not the type of contract contemplated by N.R.S. Chapter 627, pertaining to Construction Control and Disbursement, but, nevertheless, the parties desire for NCS to be responsible for construction control and disbursement functions, pursuant to the contract between the Owner, Lender and Contractor.

Now, therefore, and in consideration of the premises and for and in consideration of the covenants and agreements herein, and the foregoing recitals, which are agreed to and incorporated herein, it is mutually understood and agreed as follows:

1. That Lender appoints NCS its Agent for disbursement of hard construction costs and shall disburse to or through or upon the approval of NCS the sum of approximately **$88,740,126** from the proceeds of the loan, for the purpose of making available for construction purposes the contract amount of said Project. The sum of approximately **$88,740,126** shall be hereinafter designated as said "Construction Fund" throughout this Agreement, which includes the GMP contract of **$78,938,160**; Upgrades of **$2,299,926**; Amenities of **$1,000,000**; Tenant Improvements of **$4,463,040**; and other Hard Construction Costs outside of the GMP of **$2,039,000**. In addition, there are **$67,259,874** of other Project Costs funded with the total loan proceeds, which although included in the loan to Owner, are not subject to this Agreement as said funds are for other purposes, of which **$51,501,656** are soft costs paid by the Owner.

a. That in the event the Lender releases the balance of the Construction Funds directly to the Owner and/or Contractor prior to the completion of construction or the expiration of the lien period, Lender and Owner agree to notify NCS in **writing** to verify no additional funds are required for

APCO CONSTRUCTION
033540

ORIGI...

payments to any such persons as are legally entitled thereto pursuant to invoices, contracts, retention, or other supporting documents.

b. That NCS will coordinate with Nevada Title Company to obtain a date-down report prior to disbursing any construction funds to the Contractor in each disbursement period. Please note that the date-down report does NOT endorse the Lender's title policy and is solely for informational purposes to determine if any liens have been placed on the property to the plant date of the report. NCS will summarize the date-down information for the Lender at the time each draw request is submitted.

2. That Owner does hereby agree to instruct Contractor to deliver to NCS each and every item required by NCS for the performance of work as outlined herein, including but not limited to the contract agreement, **Schedule of Values,** cost breakdown, subcontracts, working plans and specifications, etc.

3. That NCS shall maintain a general trust account at Bank of America and shall not commingle any funds received from Lender and/or Owner with its own funds. Any funds received from the Owner or Lender may be deposited in said general trust account. Accurate accounting records shall be kept of deposits and withdrawal from said account. NCS shall not be obliged to pay interest on any funds deposited to the general trust account.

4. That Contractor and Owner do hereby agree to comply with all terms and conditions of the Construction Loan Agreement, and consent to the appointment of NCS as Agent.

5. That Contractor shall construct said Project in strict compliance with the plans and specification relating thereto with the City or County, and no alteration or deviation therefrom shall be made without first obtaining the written approval of NCS, Owner, and Lender.

6. That NCS does hereby agree to promptly apply the monies received by it hereunder to the payment of vouchers to be issued and signed by Contractor and/or Owner, of such costs as are properly allocated to the construction of said Project and such payments to be made to such persons as are legally entitled thereto pursuant to invoices, contracts, labor and/or material supply releases, or other supporting documents. Any percentage of the contract amount to be retained will be in accordance with the Contract referenced in Exhibit A. Said funds shall then be paid to Contractor or to such other persons as shall be entitled to receive same.

7. That NCS shall maintain complete and adequate records of all sums received and disbursed by, through, or at its direction, and shall permit the inspection of said records by Contractor, Owner and Lender at all times during

APCO CONSTRUCTION 033541

ORIGINAL

regular business hours. However, due to the nature of the Cost Plus/GMP Contract, the Contractor will bill and be paid as shown herein:

a. The Contractor will provide NCS with an approved payment voucher and documents showing the amounts currently due the subcontractors and/or suppliers, and appropriate progress or final lien releases from said subcontractors and/or suppliers.

b. The Contractor will invoice for each disbursement category contained in the approved Schedule of Values based upon the percentage of completion at that time period. NCS will verify the percentage of completion for each disbursement category found in the approved Schedule of Values, and the adequacy of the lien releases. All payments will be made based upon the Schedule of Values and the supporting subcontractor documentation. All parties acknowledge that the invoices and other back up information provided by the Contractor to NCS will equal the amount disbursed at any given time, with the exception of draw requests for general conditions.

c. In no event will the contractor bill for, or be entitled to receive payment for more than 100% of any disbursement category contained in the Schedule of Values.

d. The Contractor will provide unconditional lien releases from the subcontractors and/or suppliers for the sums paid in any month, prior to submitting the next month's invoices.

8. That NCS shall inspect said Project once per month to determine what costs of construction may be properly paid. This is not to be deemed the equivalent of, nor is a substitute for architectural supervision, however, NCS will act as the Lender's agent for progress site inspections and will provide the reports monthly in a format acceptable to the Lender and hereby referenced in Exhibit B. NCS does not contract or guarantee that the construction job will be completed, or built in accordance with said plans, specifications, and budgets, or in accordance with pertinent building codes, ordinances or regulations.

9. That Owner agrees to pay to NCS a fee of **$79,866 (.09 of 1 %)** of estimated costs to be disbursed prior to the first disbursement from the **Construction Loan Fund.** In addition, should Owner request additional services not covered by this agreement, Owner agrees to pay NCS, upon request the value of any services, money expended or indebtedness incurred, including reasonable attorney's fees. Please remit invoice for services to:

APCO CONSTRUCTION
033542

ORIGINAL

Address: Gemstone Development West, Inc.
9121 West Russell Rd. Suite 117
Las Vegas, NV 89148
Attn: Alexander Edelstein

a. Fees will be deemed to have been earned at the time the agreement is executed, and no refund will be made of any fee in the event this Agreement is terminated, or if the cost of construction is less than originally estimated.

b. The Project will be constructed within a time frame of **17 months**. In the event construction extends beyond the amount of time outlined above NCS will be paid an hourly fee of $125.00 per inspection and/or $95.00 per disbursement, until such time as the Project is completed.

c. Disbursements and/or inspections will be provided **once per month**. Special disbursement and/or inspection requests outside the agreed time period will be assessed an hourly fee of **$125.00 per inspection and/or $95.00** per disbursement request.

10. All parties to this Disbursement Agreement understand, and explicitly and expressly agree, that NCS may, at its sole option and discretion, rely upon photo static/facsimile copies in lieu of original documents on all items, excluding payment vouchers, as NCS deems necessary of appropriate under the circumstances.

11. Execution of this contract and participation by NCS hereunder is in no way to be construed as an endorsement or guarantee of performance of any party hereto, Architect, Contractor, Owner, Subcontractor, or person(s) supplying materials or labor to any such persons or for the use of said Project or any plans, specifications, or products. The obligations and services of NCS are solely those of a disbursing agency and Lender's inspector with a financial accounting to the parties hereto.

12. That when said work of construction has been completed and all funds under this Agreement have been disbursed in connection therewith, the obligation of NCS shall cease.

a. If a change order(s) is signed between Owner and General Contractor and additional funds are required over and above the available Construction Funds, Owner will deposit additional funds with NCS and pay NCS an additional voucher fee a percentage based on the increased amount of the change order.

APCO CONSTRUCTION
033543

ORIGINAL

13. That Contractor, Owner and Lender shall defend, indemnify and hold harmless NCS from all expenses which it may incur or liability that it may sustain, including reasonable attorney's fees and court costs from any and all actions related to the Project (except those arising from the gross negligence or omissions or willful misconduct or fraud of NCS in the performance of its duties). This indemnification shall include, but shall not be limited to, any and all expenses NCS may occur or liability that it may sustain related to any deviation from N.R.S. Chapter 627. In addition, Contractor, Owner and Lender shall defend, indemnify and hold harmless NCS from all liabilities and expenses it may occur or liability that it may sustain in paying out the funds per the approved Schedule of Values. This expressly includes any liability of NCS due to claims by third parties, including but not limited to subcontractors and material suppliers.

14. Owner and/or Contractor shall promptly deliver to NCS any and all preliminary lien notices, intent to lien notices, and lien claims served on Owner and/or Contractor.

15. That in the event any lien or liens shall be filed against the aforesaid real property by reason of the work or construction herein referred to, Contractor and Owner agree forthwith to cause the same to be fully satisfied or otherwise secured and to hold NCS harmless therefrom. If, within a reasonable time, said liens are not satisfied and discharged, NCS shall not be obligated to disburse any funds to Owner and/or Contractor until the liens are satisfied and released of record.

16. If more than one person executes this Agreement as Owner, the obligations of each such person hereunder shall be joint and several.

17. Whatever the context of this Agreement requires, the singular shall include the plural and the masculine gender shall include the feminine and/or neuter.

18. This Agreement is for the sole protection of the parties to this Agreement, their successors and assigns, and no other person, firm or corporation who is not a party to this Agreement, including but not limited to, Subcontractors and Materialmen, shall have any right of action against them.

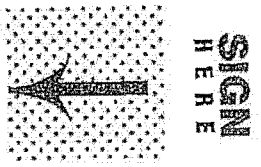
19. NCS agrees to provide the required Form 1099's in compliance with Section 6041 of the Internal Revenue Code.

ORIGINAL

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

OWNER: GEMSTONE DEVELOPMENT WEST, INC.

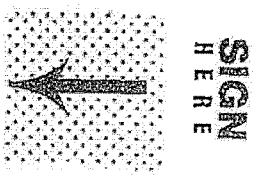
By: _____
Alexander Edelstein, CEO



CONTRACTOR: APCO CONSTRUCTION

By: _____

#_____
Contractor's License Number

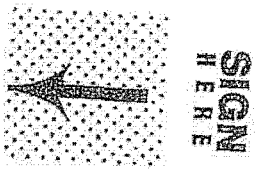


LENDER: SCOTT FINANCIAL CORPORATION

By: _____
Brad J. Scott, President
Scott Financial Corporation

NEVADA CONSTRUCTION SERVICES

By: _____
Anne Dwyer, President

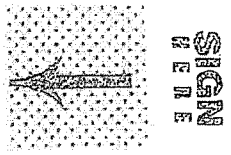


ORIGINAL

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

OWNER: GEMSTONE DEVELOPMENT WEST, INC.

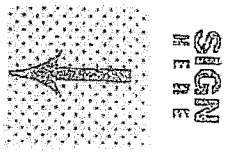
By: _____
Alexander Edelstein, CEO



CONTRACTOR: APCO CONSTRUCTION

By: _____

#_____
Contractor's License Number

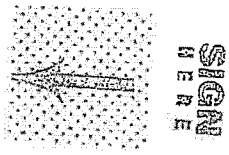


LENDER: SCOTT FINANCIAL CORPORATION

By: _____
Brad J. Scott, President
Scott Financial Corporation

NEVADA CONSTRUCTION SERVICES

By: _____
Anne Dwyer/President



C:\Documents and Settings\brad\Local Settings\Temporary Internet Files\OLK19\Manhattan West Cost Plus Draft SFC (2) REVISED SFC (3) NCS.doc
10/17/2007 3:57 PM

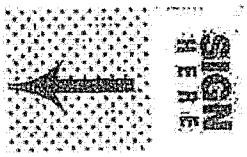
APCO CONSTRUCTION
033546

ORIGINAL

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

OWNER: GEMSTONE DEVELOPMENT WEST, INC.

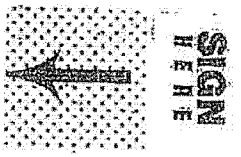
By: _____
Alexander Edelstein, CEO



CONTRACTOR: APCO CONSTRUCTION

By: _____

#_____
Contractor's License Number

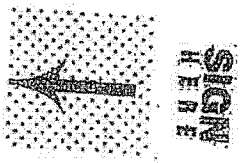


LENDER: SCOTT FINANCIAL CORPORATION

By: _____
Brad J. Scott, President
Scott Financial Corporation

NEVADA CONSTRUCTION SERVICES

By: _____
Anne Dwyer, President

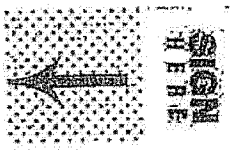


ORIGINAL

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

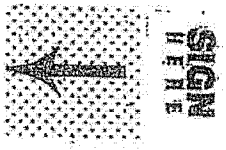
OWNER: GEMSTONE DEVELOPMENT WEST, INC.

By: _____
Alexander Edelstein, CEO



CONTRACTOR: APCO CONSTRUCTION

By: _____
14563
Contractor's License Number

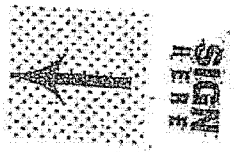


LENDER: SCOTT FINANCIAL CORPORATION

By: _____
Brad J. Scott, President
Scott Financial Corporation

NEVADA CONSTRUCTION SERVICES

By: _____
Anne Dwyer, President



C:\Documents and Settings\brad\Local Settings\Temporary Internet Files\OLK19\ManhattanWest Cost Plus Draft SFC (2) REVISED SFC (3) NCS.doc
10/17/2007 3:57 PM

APCO CONSTRUCTION
033548

Document B: Baseline Budget

REVENUE SUMMARY	Updated 10/15/07	Senior Budget Amount
Phase 1	**Units**	
Building 2	commercial	$ 24,307,712.00
Building 3	commercial	$ 28,865,408.00
Building 7	76	$ 36,920,822.69
Building 8	76	$ 30,071,196.79
Building 9	76	$ 30,071,196.79
Total Revenue	**228**	**$ 150,236,336.47**
PROJECT COST SUMMARY		
General Contractor		
Contractor Fee		$ 4,996,086.08
Site Improvement		$ 4,241,136.71
Clubhouse/Pool/Guardhouse		$ 430,886.08
Framing Contract		$ 3,381,518.99
Condo Construction		$ 65,888,532.15
General Contractor Subtotal		**$ 78,938,160.00**
Approved Change Orders Ugrades		
Approved Change Orders (Approved AIA 702)		
General Contractor Subtotal with Change Orders		**$ 78,938,160.00**
RETENTION		$ -
OTHER Adjustments		
Pending Unit Upgrade Expenses		
Pending Change Orders (Not Approved AIA 702)		
TOTAL General Contractor Cash Advances		**$ 78,938,160.00**
Developer Allowances		
Upgrade Costs		$ 2,299,925.53
Tenant Improvement Allowances		$ 4,463,040.00
Allowance for Amenities Buildout		$ 1,000,000.00
Total Construction Allowances		**$ 7,762,965.53**
Allowance Retainage		$ -
Developer Allowance Advances		**$ 7,762,965.53**
Developer Costs		
Interest Expense		$ 10,331,475.66
Loan Fees		$ 275,000.00
Management Overhead		$ 4,280,347.63
Construction Costs outside GMP		$ 2,039,000.00
Soft Costs		$ 14,616,385.29
Sales & Marketing Expense		$ 10,850,209.54
Developer Contingency		$ 4,390,000.00
Developer Subtotal		**$ 46,782,418.11**
Approved Change Orders (Approved AIA 702)		$ -
Developer Subtotal with Change Orders and Allowances		**$ 54,545,383.64**
OTHER Adjustments		$ -
Pending Change Orders (Not Approved AIA 702)		$ -
Developer Monthly Advance		**$ 54,545,383.64**
Total Project Costs		**$ 133,483,543.64**
Deferred Developer Costs		$ 6,758,238.74
NET PROFIT		**$ 9,994,554.08**
Remaining Equity Value in Commercial		$ 7,595,600.00
PROJECT EQUITY VALUE		**$ 17,590,154.08**

EXHIBIT CO CONSTRUCTION
033549

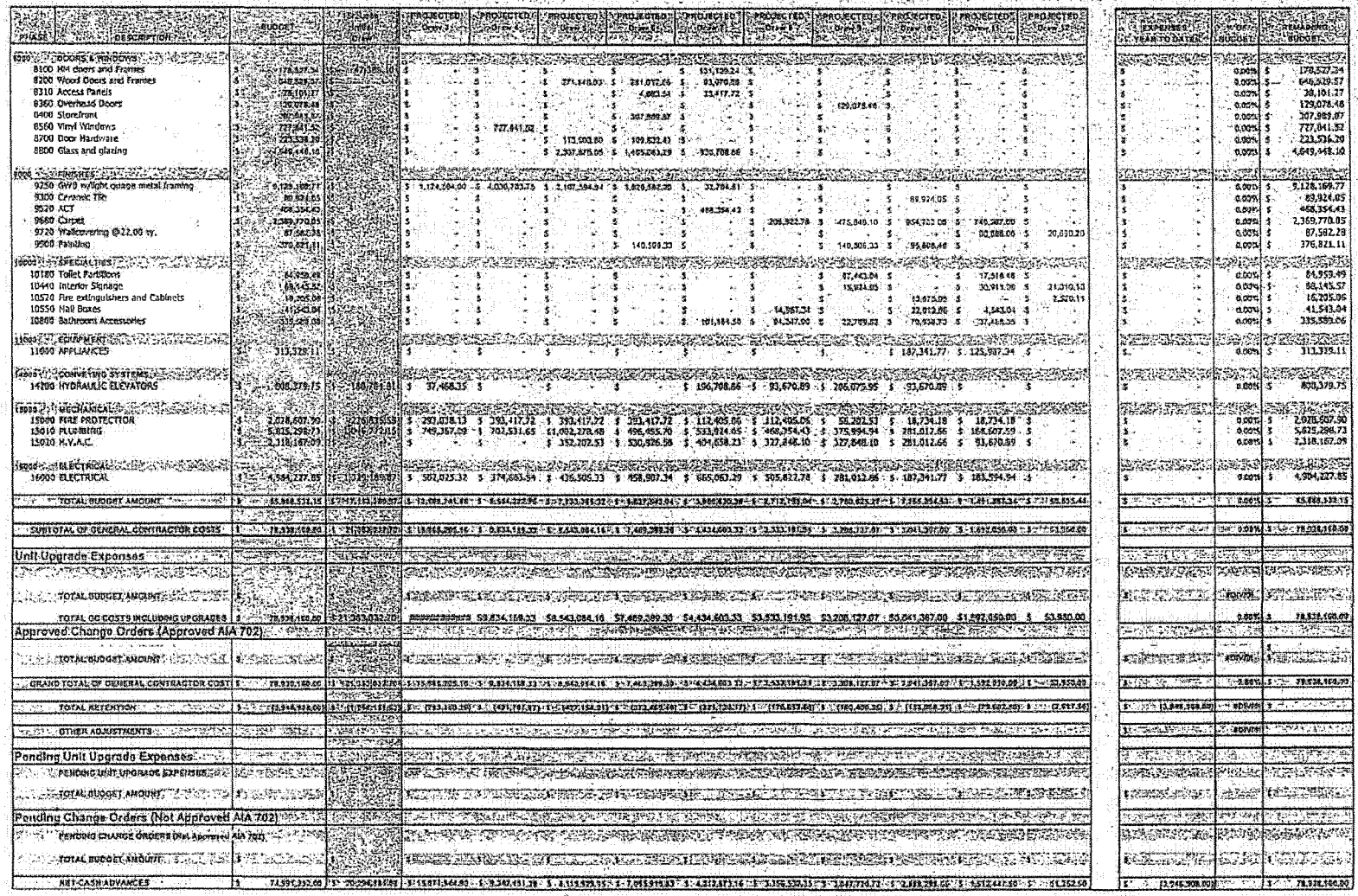
Document C: Contractor Costs Detail

Gemstone Development West, Inc.
ManhattanWest Condominiums
General Contractor Cost Detail APCO

PHASE	DESCRIPTION	BUDGET	Draw 1	PROJECTED Draw 2	PROJECTED Draw 3	PROJECTED Draw 4	PROJECTED Draw 5	PROJECTED Draw 6	PROJECTED Draw 7	PROJECTED Draw 8	PROJECTED Draw 9	PROJECTED Draw 10	PROJECTED Draw 11	EXPENSES YEAR TO DATE	% OF BUDGET	REMAINING BUDGET
General Conditions																
1000	GENERAL CONDITIONS															
1000	APCO Contractor Fee	$ 4,996,686.68	$ 1,792,488.24	$ 1,804,126.91	$ 822,415.15	$ 540,701.53	$ 472,746.16	$ 280,971.10	$ 223,618.74	$ 203,046.03	$ 152,491.38	$ 100,767.66	$ 3,414.58	$ -	0.00%	$ 4,996,686.68
	TOTAL BUDGET AMOUNT	$ 4,996,686.68	$ 1,792,488.24	$ 1,804,126.91	$ 822,415.15	$ 540,701.53	$ 472,746.16	$ 280,971.10	$ 223,618.74	$ 203,046.03	$ 152,491.38	$ 100,767.66	$ 3,414.58	$ -	0.00%	$ 4,996,686.68
Site Improvements																
2000	SITEWORK															
2290	Site Prep	$ 1,792,488.24	$ 1,792,488.24	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	$ 1,792,488.24
2300	Mass Excavation	$ 318,156.15	$ 318,156.15	$ 79,539.04	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	$ 318,156.15
2510	Site Water	$ 281,584.45	$ -	$ 140,792.23	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	$ 281,584.45
2530	Site Sanitary Sewer	$ 217,144.74	$ -	$ -	$ 108,572.37	$ 108,572.37	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	$ 217,144.74
2580	Site electric	$ 211,098.86	$ -	$ 105,549.43	$ 105,549.43	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	$ 211,098.86
2600	Storm Sewer	$ 191,448.86	$ -	$ -	$ 95,723.43	$ 95,723.43	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	$ 191,448.86
2740	Asphaltic concrete Paving	$ 194,106.66	$ -	$ -	$ -	$ -	$ -	$ -	$ 194,106.66	$ -	$ -	$ -	$ -	$ -	0.00%	$ 194,106.66
2750	Concrete Paving and Approaches	$ 77,944.20	$ -	$ -	$ -	$ -	$ 77,944.20	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	$ 77,944.20
2770	Curbs and Gutters	$ 58,508.25	$ -	$ -	$ -	$ -	$ 29,254.13	$ 29,254.13	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	$ 58,508.25
2775	Sidewalks	$ 86,275.64	$ -	$ -	$ -	$ -	$ -	$ 43,137.82	$ 43,137.82	$ -	$ -	$ -	$ -	$ -	0.00%	$ 86,275.64
2780	Unit Pavers	$ 81,191.87	$ -	$ -	$ -	$ -	$ 81,191.87	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	$ 81,191.87
2800	Irrigation System	$ 79,336.06	$ -	$ -	$ -	$ 26,445.35	$ 26,445.35	$ 26,445.35	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	$ 79,336.06
2820	Fencing	$ 153,104.67	$ -	$ -	$ 38,276.17	$ 38,276.17	$ 38,276.17	$ 38,276.17	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	$ 153,104.67
2870	Site furnishings	$ 34,796.52	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 34,796.52	$ -	$ -	$ -	0.00%	$ 34,796.52
2900	Landscaping	$ 463,953.55	$ -	$ -	$ -	$ -	$ 115,988.39	$ 115,988.39	$ 115,988.39	$ 115,988.39	$ -	$ -	$ -	$ -	0.00%	$ 463,953.55
	TOTAL BUDGET AMOUNT	$ 4,241,139.71	$ 2,110,644.39	$ 325,880.70	$ 348,121.40	$ 269,017.32	$ 369,106.18	$ 253,101.86	$ 353,232.87	$ 115,988.39	$ 34,796.52	$ -	$ -	$ -	0.00%	$ 4,241,139.71
Clubhouse/Pool/Pool House/ Guard House																
18000	ALLOWANCES															
18000	Pools	$ 430,886.08	$ -	$ -	$ -	$ -	$ -	$ -	$ 243,544.30	$ 93,670.89	$ 93,670.89	$ -	$ -	$ -	0.00%	$ 430,886.08
	TOTAL BUDGET AMOUNT	$ 430,886.08	$ -	$ -	$ -	$ -	$ -	$ -	$ 243,544.30	$ 93,670.89	$ 93,670.89	$ -	$ -	$ -	0.00%	$ 430,886.08
Framing Contract																
6100	Rough Framing	$ 3,381,618.99	$ 666,455.70	$ 2,348,433.70	$ 166,607.59	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	$ 3,381,618.99
	TOTAL BUDGET AMOUNT	$ 3,381,618.99	$ 666,455.70	$ 2,348,433.70	$ 166,607.59	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	$ 3,381,618.99
Condo Construction																
3000	CONCRETE															
3300	Cast In Place Concrete	$ 11,110,311.29	$ 9,657,577.61	$ 450,970.48	$ 921,721.52	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	$ 11,110,311.29
3450	Precast Concrete	$ 64,258.23	$ -	$ -	$ -	$ -	$ 64,258.23	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	$ 64,258.23
4000	MASONRY															
4100	CMU	$ 1,497,118.99	$ 358,985.82	$ -	$ -	$ 197,541.17	$ 451,308.35	$ 89,850.83	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	$ 1,497,118.99
5000	METALS															
5100	Structural Steel	$ 7,860,663.11	$ 3,123,974.68	$ 4,736,688.43	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	$ 7,860,663.11
5500	Miscellaneous Metals (Inst)	$ 2,786,053.16	$ -	$ 2,386,637.97	$ 287,235.44	$ -	$ -	$ 112,779.76	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	$ 2,786,053.16
6000	CARPENTRY															
6200	Millwork	$ 601,670.58	$ -	$ -	$ -	$ -	$ -	$ -	$ 240,655.24	$ 98,354.43	$ 262,656.91	$ -	$ -	$ -	0.00%	$ 601,670.58
6400	Architectural Woodwork	$ 1,395,885.42	$ -	$ -	$ -	$ -	$ -	$ -	$ 644,976.51	$ 563,567.19	$ 187,341.77	$ -	$ -	$ -	0.00%	$ 1,395,885.42
7000	THERMAL/MOISTURE PROTECTION															
7100	Waterproofing	$ 815,600.84	$ 551,913.08	$ 263,687.76	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	$ 815,600.84
7220	Insulation	$ 672,097.47	$ -	$ -	$ 255,794.30	$ 319,417.72	$ 46,635.44	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	$ 672,097.47
7240	EFIS/Stucco	$ 1,353,038.48	$ 293,216.19	$ 814,214.48	$ 245,608.81	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	$ 1,353,038.48
7530	EPDM Roofing 60 mil	$ 803,209.11	$ 187,341.77	$ 308,581.75	$ 232,301.60	$ 74,979.80	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	$ 803,209.11
7690	Flashing	$ 215,115.19	$ -	$ 78,448.37	$ 57,420.25	$ 79,245.57	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	$ 215,115.19
7720	Roof Hatches w/ladder	$ 16,265.82	$ -	$ 7,962.03	$ -	$ 10,303.80	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	$ 16,265.82
7810	Sprayed on Fireproofing	$ 312,671.54	$ -	$ 93,670.89	$ 219,000.65	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	$ 312,671.54
7900	Caulking and Sealants	$ 196,536.20	$ -	$ -	$ -	$ 76,650.89	$ 109,885.32	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	$ 196,536.20

APCO CONSTRUCTION

033550



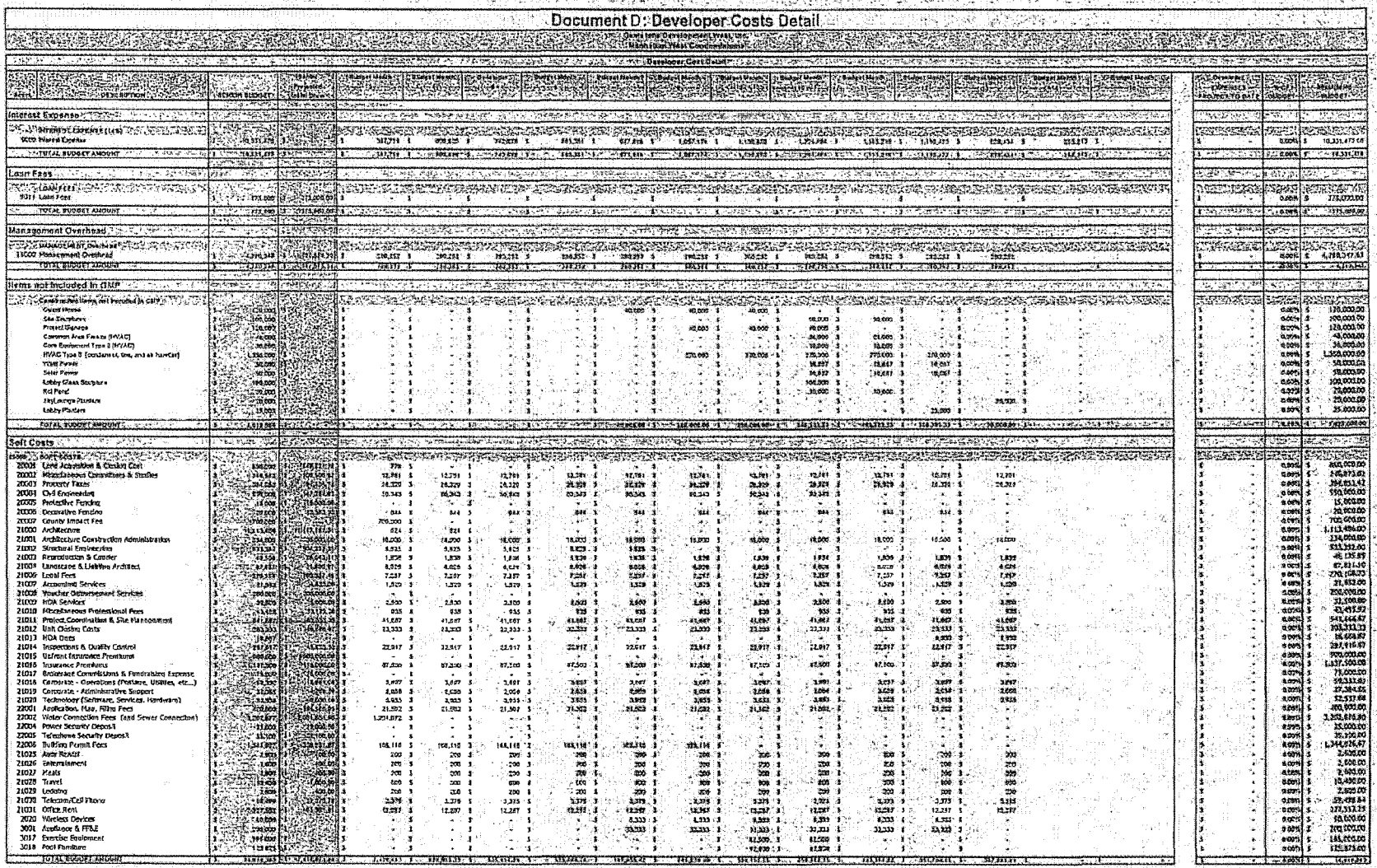
PHASE	DESCRIPTION	BUDGET	PROJECTED Over/	PROJECTED Over/	PROJECTED Over/	PROJECTED Over/	PROJECTED Over/	PROJECTED Over/	PROJECTED Over/	PROJECTED Over/	PROJECTED Over/	PROJECTED Over/	PROJECTED Over/	EXPENSES YEAR TO DATE	% OF BUDGET	REMAINING BUDGET
8000	DOORS & WINDOWS															
8100	HM doors and Frames	$ 178,527.04	$ -	$ -	$ -	$ -	$ 151,129.24	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	$ 178,527.04
8300	Wood Doors and Frames	$ 646,529.57	$ -	$ -	$ 271,148.03	$ 281,012.46	$ 93,970.88	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	$ 646,529.57
8310	Access Panels	$ 36,101.27	$ -	$ -	$ -	$ 4,883.54	$ 23,417.72	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	$ 36,101.27
8360	Overhead Doors	$ 129,078.48	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 129,078.48	$ -	$ -	$ -	$ -	0.00%	$ 129,078.48
8400	Storefront	$ 307,989.07	$ -	$ -	$ -	$ 307,989.07	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	$ 307,989.07
8560	Vinyl Windows	$ 727,041.52	$ -	$ 727,041.52	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	$ 727,041.52
8700	Door Hardware	$ 223,536.20	$ -	$ -	$ 113,503.80	$ 109,832.40	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	$ 223,536.20
8800	Glass and glazing	$ 4,649,448.10	$ -	$ -	$ 2,307,875.06	$ 1,465,063.29	$ 876,709.66	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	$ 4,649,448.10
9000	FINISHES															
9250	GWB w/light gauge metal framing	$ 5,128,169.77	$ 1,124,264.00	$ 4,006,783.75	$ 2,187,594.94	$ 5,829,582.30	$ 32,784.81	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	$ 5,128,169.77
9300	Ceramic Tile	$ 89,924.05	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 89,924.05	$ -	$ -	$ -	0.00%	$ 89,924.05
9520	ACT	$ 468,354.43	$ -	$ -	$ -	$ -	$ 468,354.43	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	$ 468,354.43
9680	Carpet	$ 2,369,770.05	$ -	$ -	$ -	$ -	$ -	$ 206,322.78	$ 475,848.10	$ 954,722.08	$ 746,387.09	$ -	$ -	$ -	0.00%	$ 2,369,770.05
9720	Wallcovering @12.00 sy.	$ 87,582.28	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 80,888.00	$ 20,000.20	$ -	$ -	0.00%	$ 87,582.28
9900	Painting	$ 376,821.11	$ -	$ -	$ -	$ 140,599.33	$ -	$ -	$ 140,506.33	$ 95,809.46	$ -	$ -	$ -	$ -	0.00%	$ 376,821.11
10000	SPECIALTIES															
10100	Toilet Partitions	$ 84,353.49	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 67,443.04	$ -	$ 17,518.46	$ -	$ -	0.00%	$ 84,353.49
10440	Interior Signage	$ 88,145.57	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 15,824.05	$ 30,911.00	$ -	$ 21,210.13	$ -	0.00%	$ 88,145.57
10570	Fire extinguishers and Cabinets	$ 16,205.06	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 13,675.00	$ -	$ 2,530.06	$ -	0.00%	$ 16,205.06
10550	Nail Boxes	$ 41,543.04	$ -	$ -	$ -	$ -	$ -	$ 14,987.54	$ -	$ 22,812.86	$ 4,543.04	$ -	$ -	$ -	0.00%	$ 41,543.04
10800	Bathroom Accessories	$ 335,599.06	$ -	$ -	$ -	$ -	$ 191,184.50	$ 94,347.00	$ 22,789.62	$ 70,938.73	$ 37,418.20	$ -	$ -	$ -	0.00%	$ 335,599.06
11000	EQUIPMENT															
11690	APPLIANCES	$ 313,319.11	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 187,391.77	$ 125,927.34	$ -	$ -	0.00%	$ 313,319.11
14000	CONVEYING SYSTEMS															
14200	HYDRAULIC ELEVATORS	$ 808,379.75	$ 37,468.25	$ -	$ -	$ -	$ 196,708.66	$ 93,670.89	$ 206,075.95	$ 93,670.89	$ -	$ -	$ -	$ -	0.00%	$ 808,379.75
15000	MECHANICAL															
15080	FIRE PROTECTION	$ 2,028,607.50	$ 293,038.13	$ 293,417.72	$ 293,417.72	$ 293,417.72	$ 112,405.66	$ 112,405.66	$ 56,281.53	$ 18,734.18	$ 18,734.18	$ -	$ -	$ -	0.00%	$ 2,028,607.50
15010	PLUMBING	$ 5,825,298.73	$ 748,367.09	$ 703,531.65	$ 1,053,278.48	$ 496,455.70	$ 533,924.05	$ 466,354.43	$ 375,994.94	$ 281,012.66	$ 168,607.59	$ -	$ -	$ -	0.00%	$ 5,825,298.73
15020	H.V.A.C.	$ 2,318,167.09	$ -	$ -	$ 352,202.53	$ 330,926.98	$ 404,658.23	$ 327,848.10	$ 327,848.10	$ 281,012.66	$ 93,670.59	$ -	$ -	$ -	0.00%	$ 2,318,167.09
16000	ELECTRICAL															
16000	ELECTRICAL	$ 4,904,227.85	$ 507,025.32	$ 374,683.54	$ 436,505.33	$ 458,907.34	$ 865,063.29	$ 305,822.78	$ 281,012.66	$ 187,341.77	$ 183,594.94	$ -	$ -	$ -	0.00%	$ 4,904,227.85
	TOTAL BUDGET AMOUNT	$ 65,888,533.15	$ 12,089,340.66	$ 8,564,222.96	$ 7,733,343.22	$ 9,827,993.84	$ 5,966,830.39	$ 2,712,159.04	$ 2,760,625.37	$ 2,765,354.33	$ 1,491,283.36	$ 731,555.44	$ -	$ -	0.00%	$ 65,888,533.15
	SUBTOTAL OF GENERAL CONTRACTOR COSTS	$ 78,938,100.00	$ 13,966,206.16	$ 9,833,118.33	$ 9,443,064.16	$ 7,469,399.30	$ 4,434,603.33	$ 3,333,191.95	$ 3,206,127.07	$ 3,041,367.00	$ 1,592,950.00	$ 53,950.00	$ -	$ -	0.00%	$ 78,938,100.00
	Unit Upgrade Expenses															
	TOTAL BUDGET AMOUNT	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	#DIV/0!	$ -
	TOTAL GC COSTS INCLUDING UPGRADES	$ 78,938,100.00	$ 13,966,206.16	$ 9,833,118.33	$ 9,443,064.16	$ 7,469,399.30	$ 4,434,603.33	$ 3,333,191.95	$ 3,206,127.07	$ 3,041,367.00	$ 1,592,950.00	$ 53,950.00	$ -	$ -	0.00%	$ 78,938,100.00
	Approved Change Orders (Approved AIA 702)															
	TOTAL BUDGET AMOUNT	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	#DIV/0!	$ -
	GRAND TOTAL OF GENERAL CONTRACTOR COST	$ 78,938,100.00	$ 13,966,206.16	$ 9,833,118.33	$ 9,443,064.16	$ 7,469,399.30	$ 4,434,603.33	$ 3,333,191.95	$ 3,206,127.07	$ 3,041,367.00	$ 1,592,950.00	$ 53,950.00	$ -	$ -	0.00%	$ 78,938,100.00
	TOTAL RETENTION	$ (3,946,905.00)	$ (698,310.31)	$ (491,655.92)	$ (472,153.21)	$ (373,469.97)	$ (221,730.17)	$ (166,659.60)	$ (160,306.35)	$ (152,068.37)	$ (79,647.50)	$ (2,697.50)	$ -	$ -	#DIV/0!	$ -
	OTHER ADJUSTMENTS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	#DIV/0!	$ -
	Pending Unit Upgrade Expenses															
	PENDING UNIT UPGRADE EXPENSES															
	TOTAL BUDGET AMOUNT	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	#DIV/0!	$ -
	Pending Change Orders (Not Approved AIA 702)															
	PENDING CHANGE ORDERS (Not Approved AIA 702)															
	TOTAL BUDGET AMOUNT	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	#DIV/0!	$ -
	NET CASH ADVANCES	$ 74,991,195.00	$ 13,267,895.85	$ 9,341,462.41	$ 8,970,910.95	$ 7,095,929.33	$ 4,212,873.16	$ 3,166,532.35	$ 3,045,820.72	$ 2,889,298.63	$ 1,512,447.50	$ 51,252.50	$ -	$ -		$ 74,991,195.00

JA001881

APCO CONSTRUCTION

033551

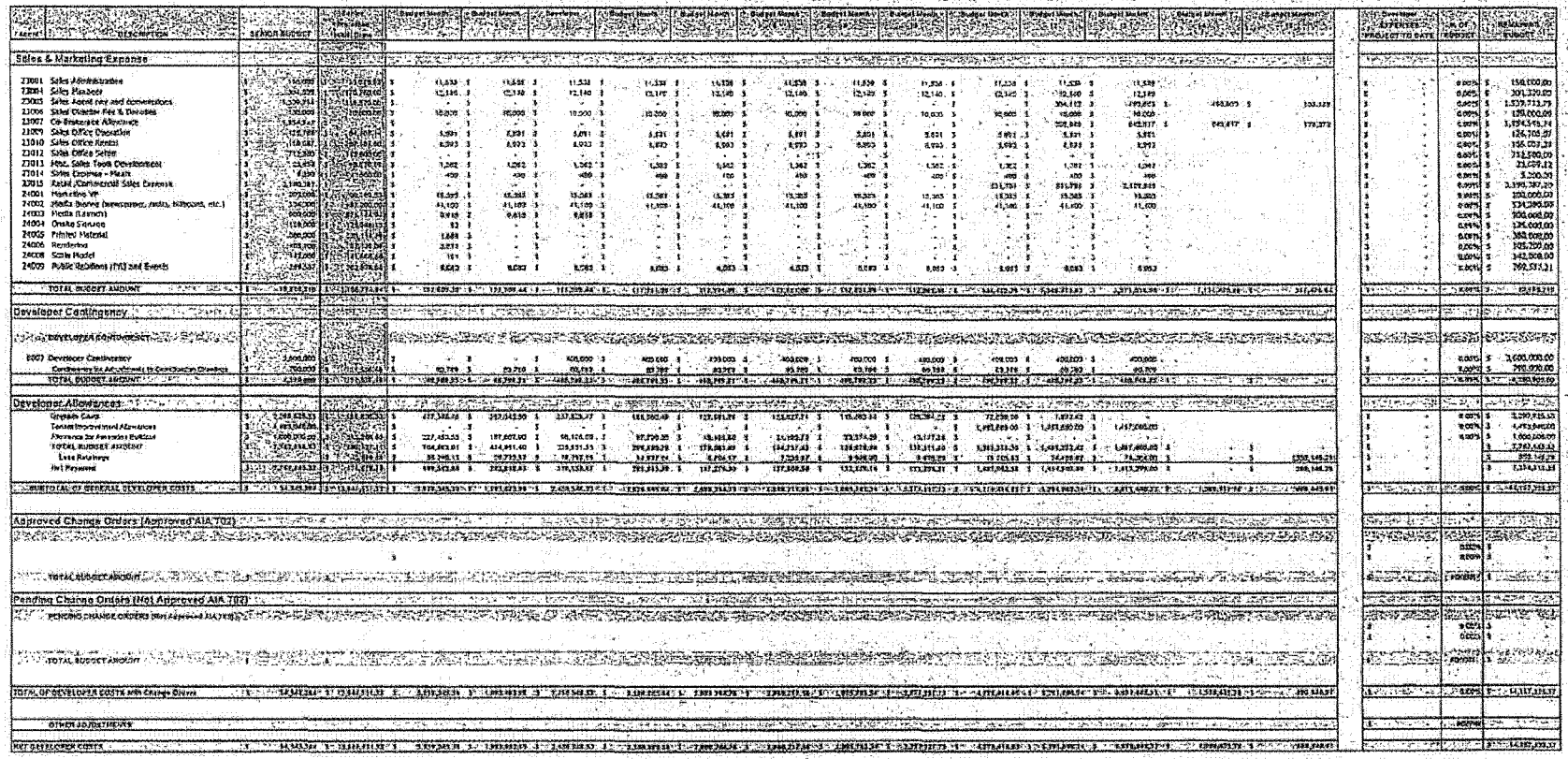
Document D: Developer Costs Detail



JA001882

APCO CONSTRUCTION

033552



JA001883

APCO CONSTRUCTION

033553

CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE AND CORRECT COPY
OF THE ORIGINAL ON FILE
CLERK OF THE COURT

ORIGINAL PAY APPLICATION #9

JUNE 2008

SUBMITTED TO GEMSTONE

APCO CONSTRUCTION
034867

PENGAD 800-631-6989
PLAINTIFF'S EXHIBIT 4
A571228
JAN 17 2019

APCO-TR-EX0004-0001
PLTF'S PROPOSED EXHIBIT NO. 4
Case No. A571228

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

1ST INVOICE SUBMITTED TO GEMSTONE

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)	$	49,683,301.61
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)	$	45,140,727.60
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 form prior Certificate)	$	38,574,007.22
8. CURRENT PAYMENT DUE	$	6,566,720.38
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	38,414,106.01

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
TOTAL CHARGES APPROVED IN PREVIOUS MONTHS BY OWNER	148,545.51	-
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: [signature] Date: 7/18/08

State of: Nevada
County of: Clark
Subscribed and sworn to before me this 18th day of July, 2008

Notary Public: [signature]

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:_____

APCO CONSTRUCTION
034868

APCO-TR-EX0004-0002

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)		$ 49,883,301.61
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)		$ 45,140,727.60
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 form prior Certificate)		$ 38,574,007.22
8. CURRENT PAYMENT DUE		$ 6,566,720.38
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 38,414,106.01

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
TOTAL CHARGES 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: 7/8/08

State of: Nevada
County of: Clark
Subscribed and sworn to before me this 8th day of July 2008

Notary Public: _____

My Commission expires: 7-16-08

MARY JO ALLEN
Notary Public State of Nevada
No. 01-70568-1
My appt. exp. Aug. 16, 2009

ARCHITECT

By: _____ Date: _____

OWNER

By: _____ Date: _____

APCO CONSTRUCTION
034869

APCO-TR-EX0004-0003

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: 9
Period: 6/30/2006

A.1 ITEM NO.	A.2 CSI CODE	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATIONS	E WORK COMPLETED THIS PERIOD	F MATERIALS STORED THIS PERIOD	G MATERIALS STORED CURRENT TOTAL STORED	H TOTAL COMPLETED AND STORED	I PERCENTAGE COMPLETE	J BALANCE TO FINISH	K CURRENT RETENTION WITHHELD	L 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	647,000.00	621,120.00	15,600.00	-	-	636,720.00	98%	10,280.00	780.00	31,836.00
4	2600	Site Storm Sewer	511,000.00	500,780.00	-	-	-	500,780.00	98%	10,220.00	-	25,039.00
5	2530	Site Sanitary Sewer	615,000.00	590,400.00	-	-	62,250.00	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 Russell Road Asphalt Paving	222,750.00	-	-	-	-	-	0%	222,750.00	-	-
8	2770	Offsites Curb & Gutter Russell	77,000.00	-	-	-	-	-	0%	77,000.00	-	-
9	2775	Offsites 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	113,020.00	-	-	-	-	-	0%	113,020.00	-	-
12	2775	Sidewalks Phase 1 Budget)	220,000.00	-	-	-	-	-	0%	220,000.00	-	-
13	2780	Brick Pavers Phase 1 (Budget)	255,000.00	-	-	-	-	-	0%	255,000.00	-	-
14	2870	Site furnishings Phase 1 (Budget)	100,000.00	-	-	-	-	-	0%	100,000.00	-	-
15	15000	Pools	460,000.00	-	-	-	-	-	0%	460,000.00	-	-
16	16000	Electrical Engineering	6,200.00	-	-	-	-	-	0%	6,200.00	-	-
17	16000	Electrical Mobilization	-	-	-	-	-	-	0%	-	-	-
18	16000	Electrical Office Trailer/Admin.	4,800.00	-	-	-	-	-	0%	4,800.00	-	-
19	16000	Electrical Prof Engineer, CAD, Prof Assist	3,000.00	-	-	-	-	-	0%	3,000.00	-	-
20	16000	Electrical Permits	2,600.00	-	-	-	-	-	0%	2,600.00	-	-
21	16000	Electrical Submittals	400.00	400.00	-	-	-	400.00	100%	-	-	40.00
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	5,000.00	-	-	-	-	-	0%	5,000.00	-	-
26	16000	Furnish Parking Lot Pole Lighting	32,000.00	-	-	-	-	-	0%	32,000.00	-	-
27	1000	APCO Construction Contractor Fee	149,883.00	3,833.42	-	-	-	3,833.42	3%	146,049.58	-	383.34
BUILDING #2												
28	2900	Landscaping	90,000.00	-	-	-	-	-	0%	90,000.00	-	-
29	5100	Reinforcing Steel Labor	340,000.00	309,671.50	29,128.50	-	-	328,800.00	97%	10,200.00	2,912.85	32,880.00
30	5100	Reinforcing Steel Material	506,612.50	506,612.50	-	-	-	506,612.50	100%	-	-	50,661.25
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	300,000.00	300,000.00	-	-	-	300,000.00	100%	-	-	30,000.00
34	3300	Concrete Form and Place Lower Columns	85,000.00	85,000.00	-	-	-	85,000.00	100%	-	-	8,500.00
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	85,000.00	85,000.00	-	-	-	85,000.00	100%	-	-	8,500.00
39	3300	Concrete Form and Place Upper Deck	475,900.00	475,180.50	-	-	-	475,180.50	100%	719.50	-	47,518.05
40	3450	Precast Concrete (Budget) 1st Floor	25,000.00	-	-	6,350.00	6,350.00	6,350.00	25%	18,650.00	635.00	635.00
41	3450	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	3450	Precast Concrete (Budget) 3rd Floor	25,000.00	-	-	6,350.00	6,350.00	6,350.00	25%	18,650.00	635.00	635.00
43	3450	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	4100	Masonry Thin Brick Veneer	151,200.00	-	-	-	-	-	0%	151,200.00	-	-

APCO CONSTRUCTION
034870
APCO-TR-EX0004-0004

BUILDING #2 Continued...												
46	6415	Granite (Budget)	16,000.00	-	-	-	-	-	0%	16,000.00	-	-
47	6100	Steel	2,185,000.00	1,810,922.10	233,380.20	49,500.00	49,500.00	1,893,402.30	87%	291,597.70	28,288.02	189,349.23
48	6200	Finish Carpentry (Budget)	25,000.00	-	-	-	-	-	0%	25,000.00	-	-
49	7810	Fireproofing	34,200.00	34,200.00	-	-	-	34,200.00	100%	-	-	3,420.00
50	7220	Insulation	57,280.00	-	-	-	-	-	0%	57,280.00	-	-
51	7720	Roofing	164,000.00	-	-	-	-	-	0%	164,000.00	-	-
52	7100	Waterproofing	174,450.00	118,881.93	-	-	-	118,881.93	68%	55,568.07	-	11,888.19
53	7240	Stucco	331,100.00	-	-	-	-	-	0%	331,100.00	-	-
54	8500	Windows	275,875.00	248,000.00	20,500.00	-	-	268,500.00	97%	7,375.00	2,050.00	26,850.00
55	8400	Storefront Doors	91,500.00	54,450.00	18,215.00	-	-	72,665.00	79%	18,835.00	1,821.50	7,266.50
56	9200	LGMF and Drywall	302,000.00	169,000.00	80,000.00	-	-	270,000.00	89%	32,000.00	9,000.00	27,000.00
57	9600	Flooring	300,000.00	-	-	-	-	-	0%	300,000.00	-	-
58	9900	Painting	85,000.00	-	-	-	-	-	0%	85,000.00	-	-
59	14200	Elevators	306,562.00	75,000.00	-	108,438.00	291,876.00	183,438.00	60%	123,124.00	10,843.80	18,343.80
60	1500	Mechanical Mobilization	3,750.00	3,750.00	-	-	-	3,750.00	100%	-	-	375.00
61	1330	Mechanical Submittals	337.50	205.00	-	-	-	205.00	61%	132.50	-	20.50
62	1310	Mechanical General Conditions	532.12	361.84	-	-	-	361.84	68%	170.28	-	36.18
63	1780	Mechanical Close-out Documents	300.00	-	-	-	-	-	0%	300.00	-	-
64	15020	HVAC Permit	1,200.00	1,200.00	-	-	-	1,200.00	100%	-	-	120.00
65	15020	HVAC Pre-Rock/Line Set Piping	37,450.00	-	18,725.00	-	-	18,725.00	50%	18,725.00	1,872.50	1,872.50
66	15020	HVAC Equipment - FSD Materials	29,960.00	-	-	-	-	-	0%	29,960.00	-	-
67	15020	HVAC Rough Duct	29,960.00	-	-	-	-	-	0%	29,960.00	-	-
68	15020	HVAC Set Equipment	29,960.00	-	-	-	-	-	0%	29,960.00	-	-
69	15020	HVAC Set Trim	7,490.00	-	-	-	-	-	0%	7,490.00	-	-
70	15020	HVAC FSD - DD Testing	7,490.00	-	-	-	-	-	0%	7,490.00	-	-
71	15020	HVAC Start-Up	7,490.00	-	-	-	-	-	0%	7,490.00	-	-
72	15010	Plumbing Permit	2,870.00	2,841.30	-	-	-	2,841.30	99%	28.70	-	284.13
73	15010	Plumbing Excavation and Backfill	48,992.00	48,502.08	-	-	-	48,502.08	99%	489.92	-	4,850.21
74	15010	Plumbing U/G Sanitary Piping	24,658.00	24,601.50	-	-	-	24,601.50	99%	248.50	-	2,460.15
75	15010	Plumbing U/G Storm Piping	80,311.00	82,477.89	-	-	-	82,477.89	99%	833.11	-	8,247.79
76	15010	Plumbing Pre-Cast Structures	29,875.00	29,378.25	-	-	-	29,378.25	99%	296.75	-	2,937.83
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	7,668.00	7,583.40	-	-	-	7,583.40	99%	76.60	-	758.34
79	15010	Plumbing A/G Waste & Vent	54,020.00	29,711.00	5,402.00	-	-	35,113.00	65%	18,907.00	540.20	3,511.30
80	15010	Plumbing Drains / Carriers	25,827.00	24,535.65	-	-	-	24,535.65	95%	1,291.35	-	2,453.57
81	15010	Plumbing A/G Storm Piping	45,658.00	27,394.80	4,565.80	-	-	31,960.60	70%	13,697.40	456.58	3,196.06
82	15010	Plumbing A/G Domestic Water	78,768.00	21,268.82	-	-	-	21,268.82	27%	57,499.18	-	2,126.88
83	15010	Plumbing Testing	8,164.00	979.68	-	-	-	979.68	12%	7,184.32	-	97.97
84	15010	Plumbing Fixtures	44,532.00	-	-	-	-	-	0%	44,532.00	-	-
85	15010	Plumbing Equipment	26,160.00	3,400.80	-	-	784.80	3,400.80	13%	22,759.20	-	340.08
86	15010	Plumbing Insulation - Prestop - Fire Protection	486,500.00	49,600.00	155,125.00	49,404.68	49,404.68	254,329.68	52%	232,170.32	30,452.97	25,432.97
87	16000	Electrical Engineering	18,500.00	-	-	-	-	-	0%	18,500.00	-	-
88	16000	Electrical Mobilization	-	-	-	-	-	-	0%	-	-	-
89	16000	Electrical Office Trailer/Admin.	14,400.00	8,139.00	-	-	-	8,139.00	57%	6,261.00	-	813.90
90	16000	Electrical Prof Engineer, CAD, Prof Assistant	5,000.00	5,018.75	-	-	-	5,018.75	56%	3,981.25	-	501.88
91	16000	Electrical Permits	7,800.00	4,375.00	-	-	-	4,375.00	56%	3,425.00	-	437.50
92	16000	Electrical Submittals	1,200.00	1,200.00	-	-	-	1,200.00	100%	-	-	120.00
93	16000	Electrical Supervision/Planning/Coordination	14,400.00	7,650.00	-	-	-	7,650.00	53%	6,750.00	-	765.00
94	16000	Electrical Light Fixture Package	65,500.00	56,850.00	-	-	-	56,850.00	90%	8,650.00	-	5,685.00
95	16000	Electrical Distribution Package	25,000.00	22,500.00	-	-	-	22,500.00	90%	2,500.00	-	2,250.00
96	16000	Low Voltage Systems (FA, CCTV, CA, etc.)	50,000.00	30,000.00	-	-	-	30,000.00	60%	20,000.00	-	3,000.00
97	16000	Electrical 2nd Sublevel Garage UG and Deck	200,000.00	190,000.00	-	-	-	190,000.00	95%	10,000.00	-	19,000.00
98	16000	Electrical 1st Sublevel Garage UG and Deck	255,000.00	242,500.00	-	-	-	242,500.00	95%	12,500.00	-	24,250.00
99	16000	Electrical 1st Floor Rough and Trim	25,000.00	17,500.00	-	-	-	17,500.00	70%	7,500.00	-	1,750.00
100	16000	Electrical 2nd Floor Rough and Trim	25,000.00	17,500.00	-	-	-	17,500.00	70%	7,500.00	-	1,750.00
101	16000	Electrical 3rd Floor Rough and Trim	25,000.00	17,500.00	-	-	-	17,500.00	70%	7,500.00	-	1,750.00
102	16000	Electrical 4th Floor Rough and Trim	25,000.00	-	-	-	-	-	0%	25,000.00	-	-
103	16000	Electrical Roof Plan	2,500.00	-	-	-	-	-	0%	2,500.00	-	-
104	1000	ARCO Construction Contractor Fee	749,413.00	455,715.19	55,638.83	-	-	511,354.02	68%	238,058.98	5,563.88	51,135.40

APCO CONSTRUCTION
By 03/31/11

APCO-TR-EX0004-0005

BUILDING #3													
105	2900	Landscaping	90,000.00	-	-	-	-	-	0%	90,000.00	-	$	-
106	5100	Reinforcing Steel Labor	364,250.00	246,213.50	107,109.00	-	-	351,322.50	97%	10,927.50	10,719.90	$	35,332.25
107	5100	Reinforcing Steel Material	505,612.50	505,612.50	-	-	-	505,612.50	100%	-	-	$	50,561.25
108	3300	Concrete Excavate Footings	248,500.00	248,500.00	-	-	-	248,500.00	100%	-	-	$	24,850.00
109	3300	Concrete Place Footings	200,000.00	200,000.00	-	-	-	200,000.00	100%	-	-	$	20,000.00
110	3300	Concrete Form and Place Lower Walls	300,000.00	300,000.00	-	-	-	300,000.00	100%	-	-	$	30,000.00
111	3300	Concrete Form and Place Lower Columns	85,000.00	85,000.00	-	-	-	85,000.00	100%	-	-	$	8,500.00
112	3300	Concrete Place and Finish Slab on Grade	130,000.00	105,000.00	-	-	-	105,000.00	81%	25,000.00	-	$	10,500.00
113	3300	Concrete Form and Place Mid Deck	450,000.00	450,000.00	-	-	-	450,000.00	100%	-	-	$	45,000.00
114	3300	Concrete Form and Place Mid Walls	300,000.00	300,000.00	-	-	-	300,000.00	100%	-	-	$	30,000.00
115	3300	Concrete Form and Place Mid Columns	85,000.00	85,000.00	-	-	-	85,000.00	100%	-	-	$	8,500.00
116	3300	Concrete Form and Place Upper Deck	502,500.00	548,100.00	30,684.00	-	-	578,784.00	96%	24,116.00	3,068.40	$	57,878.40
117	3450	Precast Concrete (Budget) 1st floor	25,000.00	-	-	6,350.00	6,350.00	6,350.00	25%	18,650.00	635.00	$	635.00
118	3450	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
119	3450	Precast Concrete (Budget) 3rd Floor	25,000.00	-	-	6,350.00	6,350.00	6,350.00	25%	18,650.00	635.00	$	635.00
120	3450	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
121	4100	Masonry CMU	32,100.00	-	16,050.00	-	-	16,050.00	50%	16,050.00	1,605.00	$	1,605.00
122	4100	Masonry Thin Brick Veneer	151,200.00	-	-	-	-	-	0%	151,200.00	-	$	-
123	6415	Granite (Budget)	16,000.00	-	-	-	-	-	0%	16,000.00	-	$	-
124	5100	Steel	2,120,000.00	1,069,907.63	776,400.00	49,500.00	199,368.00	1,895,807.63	89%	224,192.37	52,680.00	$	189,580.75
125	6200	Finish Carpentry (Budget)	25,000.00	-	-	-	-	-	0%	25,000.00	-	$	-
126	7810	Fireproofing	34,200.00	-	34,200.00	-	-	34,200.00	100%	-	3,420.00	$	3,420.00
127	7220	Insulation	57,280.00	-	-	-	-	-	0%	57,280.00	-	$	-
128	7720	Roofing	164,000.00	-	-	-	-	-	0%	164,000.00	-	$	-
129	7100	Waterproofing	174,450.00	63,314.21	-	-	-	63,314.21	36%	111,135.79	-	$	6,331.42
130	7240	Stucco	331,100.00	-	-	-	-	-	0%	331,100.00	-	$	-
131	8560	Windows	255,500.00	248,000.00	-	-	248,000.00	248,000.00	92%	20,500.00	-	$	24,800.00
132	8400	Storefront Doors	91,500.00	-	-	-	-	-	0%	91,500.00	-	$	-
133	9200	LGMF and Drywall	302,000.00	-	100,000.00	-	-	100,000.00	33%	202,000.00	10,000.00	$	10,000.00
134	9680	Flooring	300,000.00	-	-	-	-	-	0%	300,000.00	-	$	-
135	9900	Painting	85,000.00	-	-	-	-	-	0%	85,000.00	-	$	-
136	14200	Elevators	305,552.00	131,491.32	-	102,788.00	177,788.00	234,189.32	76%	72,372.68	10,278.80	$	23,418.93
137	1500	Mechanical Mobilization	3,750.00	3,750.00	-	-	-	3,750.00	100%	-	-	$	375.00
138	1330	Mechanical Submittals	337.50	205.00	-	-	-	205.00	61%	132.50	-	$	20.50
139	1310	Mechanical General Conditions	532.13	361.84	-	-	-	361.84	68%	170.29	-	$	36.18
140	1780	Mechanical Close-out Documents	300.00	-	-	-	-	-	0%	300.00	-	$	-
141	15020	HVAC Permit	1,200.00	1,200.00	-	-	-	1,200.00	100%	-	-	$	120.00
142	15020	HVAC Pre-Rock-Line Set Piping	37,450.00	-	-	-	-	-	0%	37,450.00	-	$	-
143	15020	HVAC Equipment - FSD Materials	29,960.00	-	-	-	-	-	0%	29,960.00	-	$	-
144	15020	HVAC Rough Duct	29,960.00	-	-	-	-	-	0%	29,960.00	-	$	-
145	15020	HVAC Set Equipment	29,960.00	-	-	-	-	-	0%	29,960.00	-	$	-
146	15020	HVAC Set Trim	7,490.00	-	-	-	-	-	0%	7,490.00	-	$	-
147	15020	HVAC FSD - DD Testing	7,490.00	-	-	-	-	-	0%	7,490.00	-	$	-
148	15020	HVAC Start-Up	7,490.00	-	-	-	-	-	0%	7,490.00	-	$	-
149	15010	Plumbing Permit	2,870.00	2,841.30	-	-	-	2,841.30	99%	28.70	-	$	284.13
150	15010	Plumbing Excavation and Backfill	48,592.00	48,592.08	-	-	-	48,592.08	89%	489.92	-	$	4,859.21
151	15010	Plumbing U/G Sanitary Piping	24,850.00	24,601.50	-	-	-	24,601.50	99%	248.50	-	$	2,460.15
152	15010	Plumbing U/G Storm Piping	83,311.00	82,477.89	-	-	-	82,477.89	99%	833.11	-	$	8,247.79
153	15010	Plumbing Pre-Cast Structures	29,675.00	29,081.50	-	-	-	29,081.50	98%	593.50	-	$	2,908.15
154	15010	Plumbing Building Water Service	3,215.00	3,182.85	-	-	-	3,182.85	99%	32.15	-	$	318.28
155	15010	Plumbing Sleeves and Inserts	7,660.00	7,583.40	-	-	-	7,583.40	99%	76.60	-	$	758.34
156	15010	Plumbing A/G Waste & Vent	54,020.00	18,206.00	3,402.00	-	-	21,608.00	40%	32,412.00	540.20	$	2,160.80
157	15010	Plumbing Drains / Cenlins	28,827.00	23,952.95	-	-	-	23,952.95	83%	3,874.05	-	$	2,195.30
158	15010	Plumbing A/G Storm Piping	45,655.00	11,414.50	4,585.80	-	-	15,980.30	35%	29,677.70	458.58	$	1,598.03
159	15010	Plumbing A/G Domestic Water	78,758.00	11,814.90	-	-	-	11,814.90	15%	66,951.10	-	$	1,181.49
160	15010	Plumbing Testing	8,164.00	816.40	-	-	-	816.40	10%	7,347.60	-	$	81.64
161	15010	Plumbing Fixtures	44,532.00	-	-	-	-	-	0%	44,532.00	-	$	-
162	15010	Plumbing Equipment	26,160.00	3,139.20	-	-	822.20	3,139.20	12%	23,020.80	-	$	313.92
163	15010	Plumbing Installation - Firestop - Fire Protection	486,500.00	-	73,295.00	24,004.65	24,004.65	97,299.65	20%	389,200.32	9,729.97	$	9,729.97

JA001890

APCO CONSTRUCTION

No. 034372

APCO-TR-EX0004-0006

| | | |

BUILDING #7 Continued...													
222	15020	HVAC Condensor Materials	3,361.80	-	-	-	-	-	0%	3,361.80	-	-
223	15020	HVAC Set Condensers	840.45	-	-	-	-	-	0%	840.45	-	-
224	15020	HVAC Set Trim	840.45	-	-	-	-	-	0%	840.45	-	-
225	15020	HVAC Start-Up	840.45	-	-	-	-	-	0%	840.45	-	-
		HVAC 2nd Floor										
226	15020	HVAC Pre-Rock-Line Set Piping	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 Rough Duct	11,206.00	-	6,964.80	-	-	6,964.80	80%	2,241.20	896.48	896.48
229	15020	HVAC Condensor 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	2,801.50	-	-	-	-	-	0%	2,801.50	-	-
232	15020	HVAC Start-Up	2,801.50	-	-	-	-	-	0%	2,801.50	-	-
		HVAC 3rd Floor										
233	15020	HVAC Pre-Rock-Line Set Piping	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 Rough Duct	11,206.00	-	4,482.40	-	-	4,482.40	40%	6,723.60	448.24	448.24
236	15020	HVAC Condensor 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	-	-
		HVAC 4th Floor										
240	15020	HVAC Pre-Rock-Line Set Piping	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 Rough Duct	11,206.00	-	-	-	-	-	0%	11,206.00	-	-
243	15020	HVAC Condensor 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	-	-
		HVAC 5th Floor										
247	15020	HVAC Pre-Rock-Line Set Piping	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 Rough Duct	11,206.00	-	-	-	-	-	0%	11,206.00	-	-
250	15020	HVAC Condensor 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	-	-
		HVAC 6th Floor										
254	15020	HVAC Pre-Rock-Line Set Piping	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 Rough Duct	11,206.00	-	-	-	-	-	0%	11,206.00	-	-
257	15020	HVAC Condensor 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	-	-
		HVAC 7th Floor										
261	15020	HVAC Pre-Rock-Line Set Piping	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 Rough Duct	11,206.00	-	-	-	-	-	0%	11,206.00	-	-
264	15020	HVAC Condensor 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	-	-
		HVAC 8th Floor										
268	15020	HVAC Pre-Rock-Line Set Piping	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 Rough Duct	11,206.00	-	-	-	-	-	0%	11,206.00	-	-
271	15020	HVAC Condensor 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	-	-

JA001892

APCO CONSTRUCTION

034874

APCO-TR-EX0004-0008

BUILDING 47 Continued

		HVAC 1st Floor											
275	15020	HVAC Pre-Rock-Line Set Piping	4,202.25	-	1,050.56	-	-	1,050.56	25%	3,151.68	105.06	105.06
276	15020	HVAC FAU Materials	3,351.80	3,351.80	-	-	-	3,351.80	100%	-	-	335.18
277	15020	HVAC Rough Duct	3,351.80	-	-	-	-	-	0%	3,351.80	-	-
278	15020	HVAC Condenser Materials	3,351.80	-	-	-	-	-	0%	3,351.80	-	-
279	15020	HVAC Set Condensers	840.45	-	-	-	-	-	0%	840.45	-	-
280	15020	HVAC Set Trim	840.45	-	-	-	-	-	0%	840.45	-	-
281	15020	HVAC Start-Up	840.45	-	-	-	-	-	0%	840.45	-	-
		HVAC Common Areas and Attics										
282	15020	HVAC Pre-Rock-Line Set Piping	151,250.00	-	37,812.50	-	-	37,812.50	25%	113,437.50	3,781.25	3,781.25
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	-	-
		Plumbing Rough Ins/Set										
289	15010	Plumbing Permit	10,173.00	9,969.54	-	-	-	9,969.54	98%	203.46	-	996.95
290	15010	Plumbing Excavation and Backfill	53,250.00	52,136.00	-	-	-	52,136.00	98%	1,064.00	-	5,213.60
291	15010	Plumbing UG Sanitary Piping	32,207.00	31,562.86	-	-	-	31,562.86	98%	644.14	-	3,156.29
292	15010	Plumbing UG Storm Piping	37,376.00	36,628.48	-	-	-	36,628.48	98%	747.52	-	3,662.85
293	15010	Plumbing Pre-Cast Structures	13,524.00	13,253.52	-	-	-	13,253.52	98%	270.48	-	1,325.35
294	15010	Plumbing Building Water Service - Fire Protection	128,571.00	74,461.46	-	-	78,656.00	74,461.46	58%	54,109.54	-	7,446.15
		Plumbing 1st Floor										
295	15010	Plumbing A/G Waste & Vent	43,730.00	13,119.00	21,865.00	-	-	34,984.00	80%	8,746.00	2,186.50	3,498.40
296	15010	Plumbing Drains / Carriers	6,207.00	5,586.30	-	-	-	5,586.30	90%	620.70	-	558.63
297	15010	Plumbing Sleeves and Inserts	3,707.00	3,521.65	111.21	-	-	3,632.86	98%	74.14	11.12	363.29
298	15010	Plumbing A/G Storm Piping	5,287.00	1,586.10	1,586.10	-	-	3,172.20	60%	2,114.80	158.61	317.22
299	15010	Plumbing A/G Domestic Water	65,999.00	13,199.80	13,199.80	-	-	26,399.60	40%	39,599.40	1,319.98	2,639.96
300	15010	Plumbing A/G Gas Piping	12,029.00	-	2,405.80	-	-	2,405.80	20%	9,623.20	240.58	240.58
301	15010	Plumbing Tubs & Hook-ups	10,684.00	-	-	-	-	-	0%	10,684.00	-	-
302	15010	Plumbing Fixtures	19,118.00	-	-	-	-	-	0%	19,118.00	-	-
303	15010	Plumbing Equipment	11,672.00	1,167.20	-	-	-	1,167.20	10%	10,504.80	-	116.72
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 - Firestop - Fire Protection	47,103.00	7,545.00	20,622.00	-	-	28,167.00	60%	18,936.00	2,062.20	2,816.70
		Plumbing 2nd Floor										
308	15010	Plumbing A/G Waste & Vent	43,730.00	4,373.00	21,865.00	-	-	26,238.00	60%	17,492.00	2,186.50	2,623.80
309	15010	Plumbing Drains / Carriers	6,207.00	1,241.40	2,482.80	-	-	3,724.20	60%	2,482.80	248.28	372.42
310	15010	Plumbing Sleeves and Inserts	3,707.00	2,965.60	-	-	-	2,965.60	80%	741.40	-	296.56
311	15010	Plumbing A/G Storm Piping	5,287.00	264.35	528.70	-	-	793.05	15%	4,493.95	52.87	79.31
312	15010	Plumbing A/G Domestic Water	65,999.00	13,199.80	13,199.80	-	-	26,399.60	40%	39,599.40	1,319.98	2,639.96
313	15010	Plumbing A/G Gas Piping	12,029.00	-	-	-	-	-	0%	12,029.00	-	-
314	15010	Plumbing Tubs & Hook-ups	10,684.00	-	-	-	-	-	0%	10,684.00	-	-
315	15010	Plumbing Fixtures	19,118.00	-	-	-	-	-	0%	19,118.00	-	-
316	15010	Plumbing Equipment	11,672.00	-	-	-	-	-	0%	11,672.00	-	-
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 - Firestop - Fire Protection	47,103.00	7,545.00	20,622.00	-	-	28,167.00	60%	18,936.00	2,062.20	2,816.70
		Plumbing 3rd Floor										
321	15010	Plumbing A/G Waste & Vent	43,730.00	4,373.00	21,865.00	-	-	26,238.00	60%	17,492.00	2,186.50	2,623.80
322	15010	Plumbing Drains / Carriers	6,207.00	1,241.40	2,482.80	-	-	3,724.20	60%	2,482.80	248.28	372.42
323	15010	Plumbing Sleeves and Inserts	3,707.00	2,965.60	-	-	-	2,965.60	80%	741.40	-	296.56
324	15010	Plumbing A/G Storm Piping	5,287.00	-	1,057.40	-	-	1,057.40	20%	4,229.60	105.74	105.74
325	15010	Plumbing A/G Domestic Water	65,999.00	13,199.80	13,199.80	-	-	26,399.60	40%	39,599.40	1,319.98	2,639.96
326	15010	Plumbing A/G Gas Piping	12,029.00	-	-	-	-	-	0%	12,029.00	-	-
327	15010	Plumbing Tubs & Hook-ups	10,684.00	-	-	-	-	-	0%	10,684.00	-	-
328	15010	Plumbing Fixtures	19,118.00	-	-	-	-	-	0%	19,118.00	-	-

JA001893

APCO CONSTRUCTION
" 03875

APCO-TR-EX0004-0009

BUILDING #7 Continued													
329	15010	Plumbing Equipment	11,672.00	-	-	-	-	-	0%	11,672.00	-	-	
330	15010	Plumbing Condensate Piping	5,107.00	-	-	-	-	-	0%	5,107.00	-	-	
331	15010	Plumbing Testing	3,868.00	-	-	-	-	-	0%	3,868.00	-	-	
332	15010	Plumbing Identification	750.00	-	-	-	-	-	0%	750.00	-	-	
333	15010	Plumbing Insulation - Firestop - Fire Protection	47,103.00	7,545.00	20,622.00	-	-	28,167.00	60%	18,936.00	2,062.20	2,816.70	
		Plumbing 3rd Floor											
334	15010	Plumbing A/G Waste & Vent	43,730.00	4,370.00	21,865.00	-	-	26,235.00	60%	17,495.00	2,186.50	2,623.50	
335	15010	Plumbing Drains / Carriers	6,207.00	1,241.40	620.70	-	-	1,862.10	30%	4,344.90	62.07	186.21	
336	15010	Plumbing Sleeves and Inserts	3,707.00	2,965.60	-	-	-	2,965.60	80%	741.40	-	296.56	
337	15010	Plumbing A/G Storm Piping	5,287.00	-	528.70	-	-	528.70	10%	4,758.30	52.87	52.87	
338	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	
339	15010	Plumbing A/G Gas Piping	12,029.00	-	1,202.90	-	-	1,202.90	10%	10,826.10	120.29	120.29	
340	15010	Plumbing Tubs & Hook-ups	10,684.00	-	-	-	-	-	0%	10,684.00	-	-	
341	15010	Plumbing Fixtures	19,118.00	-	-	-	-	-	0%	19,118.00	-	-	
342	15010	Plumbing Equipment	11,672.00	-	-	-	-	-	0%	11,672.00	-	-	
343	15010	Plumbing Condensate Piping	5,107.00	-	-	-	-	-	0%	5,107.00	-	-	
344	15010	Plumbing Testing	3,868.00	-	-	-	-	-	0%	3,868.00	-	-	
345	15010	Plumbing Identification	750.00	-	-	-	-	-	0%	750.00	-	-	
346	15010	Plumbing Insulation - Firestop - Fire Protection	47,103.00	7,545.00	20,622.00	-	-	28,167.00	60%	18,936.00	2,062.20	2,816.70	
		Plumbing 4th Floor											
347	15010	Plumbing A/G Waste & Vent	43,730.00	-	8,746.00	-	-	8,746.00	20%	34,984.00	874.60	874.60	
348	15010	Plumbing Drains / Carriers	6,207.00	1,344.90	-	-	-	1,344.90	70%	1,862.10	-	434.49	
349	15010	Plumbing Sleeves and Inserts	3,707.00	2,965.60	-	-	-	2,965.60	80%	741.40	-	296.56	
350	15010	Plumbing A/G Storm Piping	5,287.00	-	528.70	-	-	528.70	10%	4,758.30	52.87	52.87	
351	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	
352	15010	Plumbing A/G Gas Piping	12,029.00	-	-	-	-	-	0%	12,029.00	-	-	
353	15010	Plumbing Tubs & Hook-ups	10,684.00	-	-	-	-	-	0%	10,684.00	-	-	
354	15010	Plumbing Fixtures	19,118.00	-	-	-	-	-	0%	19,118.00	-	-	
355	15010	Plumbing Equipment	11,672.00	-	-	-	-	-	0%	11,672.00	-	-	
356	15010	Plumbing Condensate Piping	5,107.00	-	-	-	-	-	0%	5,107.00	-	-	
357	15010	Plumbing Testing	3,868.00	-	-	-	-	-	0%	3,868.00	-	-	
358	15010	Plumbing Identification	750.00	-	-	-	-	-	0%	750.00	-	-	
359	15010	Plumbing Insulation - Firestop - Fire Protection	47,103.00	-	28,167.00	-	-	28,167.00	60%	18,936.00	2,816.70	2,816.70	
		Plumbing 5th Floor											
360	15010	Plumbing A/G Waste & Vent	43,730.00	-	-	-	-	-	0%	43,730.00	-	-	
361	15010	Plumbing Drains / Carriers	6,207.00	2,482.80	-	-	-	2,482.80	40%	3,724.20	-	248.28	
362	15010	Plumbing Sleeves and Inserts	3,707.00	2,594.90	-	-	-	2,594.90	70%	1,112.10	-	259.49	
363	15010	Plumbing A/G Storm Piping	5,287.00	-	-	-	-	-	0%	5,287.00	-	-	
364	15010	Plumbing A/G Domestic Water	65,999.00	6,599.90	-	-	-	6,599.90	10%	59,399.10	-	659.99	
365	15010	Plumbing A/G Gas Piping	12,029.00	-	-	-	-	-	0%	12,029.00	-	-	
366	15010	Plumbing Tubs & Hook-ups	10,684.00	-	-	-	-	-	0%	10,684.00	-	-	
367	15010	Plumbing Fixtures	19,118.00	-	-	-	-	-	0%	19,118.00	-	-	
368	15010	Plumbing Equipment	11,672.00	-	-	-	-	-	0%	11,672.00	-	-	
369	15010	Plumbing Condensate Piping	5,107.00	-	-	-	-	-	0%	5,107.00	-	-	
370	15010	Plumbing Testing	3,868.00	-	-	-	-	-	0%	3,868.00	-	-	
371	15010	Plumbing Identification	750.00	-	-	-	-	-	0%	750.00	-	-	
372	15010	Plumbing Insulation - Firestop - Fire Protection	47,103.00	-	-	-	-	-	0%	47,103.00	-	-	
		Plumbing 7th Floor											
373	15010	Plumbing A/G Waste & Vent	43,730.00	-	-	-	-	-	0%	43,730.00	-	-	
374	15010	Plumbing Drains / Carriers	6,207.00	-	-	-	-	-	0%	6,207.00	-	-	
375	15010	Plumbing Sleeves and Inserts	3,707.00	2,224.20	-	-	-	2,224.20	60%	1,482.80	-	222.42	
376	15010	Plumbing A/G Storm Piping	5,287.00	-	-	-	-	-	0%	5,287.00	-	-	
377	15010	Plumbing A/G Domestic Water	65,999.00	-	-	-	-	-	0%	65,999.00	-	-	
378	15010	Plumbing A/G Gas Piping	12,029.00	-	-	-	-	-	0%	12,029.00	-	-	
379	15010	Plumbing Tubs & Hook-ups	10,684.00	-	-	-	-	-	0%	10,684.00	-	-	
380	15010	Plumbing Fixtures	19,118.00	-	-	-	-	-	0%	19,118.00	-	-	
381	15010	Plumbing Equipment	11,672.00	-	-	-	-	-	0%	11,672.00	-	-	
382	15010	Plumbing Condensate Piping	5,107.00	-	-	-	-	-	0%	5,107.00	-	-	
383	15010	Plumbing Testing	3,868.00	-	-	-	-	-	0%	3,868.00	-	-	
384	15010	Plumbing Identification	750.00	-	-	-	-	-	0%	750.00	-	-	
385	15010	Plumbing Insulation - Firestop - Fire Protection	47,103.00	-	-	-	-	-	0%	47,103.00	-	-	

APCO CONSTRUCTION

034878

APCO-TR-EX0004-0010

BUILDING #7 Commercial												
		Plumbing 3rd Floor										
386	15010	Plumbing A/G Waste & Vent	43,730.00	-	-	-	-	-	0%	43,730.00	-	-
387	15010	Plumbing Drains / Carriers	6,207.00	-	-	-	-	-	0%	6,207.00	-	-
388	15010	Plumbing Sleeves and Inserts	3,707.00	-	-	-	-	-	0%	3,707.00	-	-
389	15010	Plumbing A/G Storm Piping	5,267.00	-	-	-	-	-	0%	5,267.00	-	-
390	15010	Plumbing A/G Domestic Water	65,999.00	-	-	-	-	-	0%	65,999.00	-	-
391	15010	Plumbing A/G Gas Piping	12,029.00	-	-	-	-	-	0%	12,029.00	-	-
392	15010	Plumbing Tubs & Hook-ups	10,684.00	-	-	-	-	-	0%	10,684.00	-	-
393	15010	Plumbing Fixtures	19,118.00	-	-	-	-	-	0%	19,118.00	-	-
394	15010	Plumbing Equipment	11,672.00	-	-	-	-	-	0%	11,672.00	-	-
395	15010	Plumbing Condensate Piping	5,107.00	-	-	-	-	-	0%	5,107.00	-	-
396	15010	Plumbing Testing	3,868.00	-	-	-	-	-	0%	3,868.00	-	-
397	15010	Plumbing Identification	750.00	-	-	-	-	-	0%	750.00	-	-
398	15010	Plumbing Insulation - Fireslop - Fire Protection	47,103.00	-	-	-	-	-	0%	47,103.00	-	-
		Plumbing 3rd Floor										
399	15010	Plumbing A/G Waste & Vent	43,730.00	-	-	-	-	-	0%	43,730.00	-	-
400	15010	Plumbing Drains / Carriers	6,207.00	-	-	-	-	-	0%	6,207.00	-	-
401	15010	Plumbing Sleeves and Inserts	3,707.00	-	-	-	-	-	0%	3,707.00	-	-
402	15010	Plumbing A/G Storm Piping	5,267.00	-	-	-	-	-	0%	5,267.00	-	-
403	15010	Plumbing A/G Domestic Water	65,999.00	-	-	-	-	-	0%	65,999.00	-	-
404	15010	Plumbing A/G Gas Piping	12,029.00	-	-	-	-	-	0%	12,029.00	-	-
405	15010	Plumbing Tubs & Hook-ups	10,684.00	-	-	-	-	-	0%	10,684.00	-	-
406	15010	Plumbing Fixtures	19,118.00	-	-	-	-	-	0%	19,118.00	-	-
407	15010	Plumbing Equipment	11,672.00	-	-	-	-	-	0%	11,672.00	-	-
408	15010	Plumbing Condensate Piping	5,107.00	-	-	-	-	-	0%	5,107.00	-	-
409	15010	Plumbing Testing	3,868.00	-	-	-	-	-	0%	3,868.00	-	-
410	15010	Plumbing Identification	750.00	-	-	-	-	-	0%	750.00	-	-
411	15010	Plumbing Insulation - Fireslop - Fire Protection	47,103.00	-	-	-	-	-	0%	47,103.00	-	-
		Electrical										
412	16000	Electrical Engineering	52,700.00	39,525.40	-	-	-	39,525.40	75%	13,193.60	-	3,950.64
413	16000	Electrical Mobilization	28,320.00	28,320.00	-	-	-	28,320.00	100%	-	-	2,832.00
414	16000	Electrical Office Trailer/Admin.	40,800.00	8,916.00	10,000.00	-	-	18,916.00	46%	21,884.00	1,600.00	1,891.60
415	16000	Electrical Proj Engineer, CAD, Proj Assistant	25,500.00	17,267.50	7,000.00	-	-	24,267.50	95%	1,232.50	700.00	2,426.75
416	16000	Electrical Permits	22,100.00	12,390.00	5,000.00	-	-	17,390.00	79%	4,710.00	500.00	1,739.00
417	16000	Electrical Submittals	3,400.00	3,400.00	-	-	-	3,400.00	100%	-	-	340.00
418	16000	Electrical Supervision/Planning/Coordination	40,800.00	30,500.00	6,000.00	-	-	36,500.00	89%	4,300.00	600.00	3,650.00
419	16000	Electrical Light Fixture Package	141,000.00	48,250.00	-	-	-	48,250.00	34%	92,750.00	-	4,825.00
420	16000	Electrical Distribution Package	225,000.00	38,000.00	-	-	38,000.00	38,000.00	17%	187,000.00	-	3,800.00
421	16000	Electrical Low Voltage Systems (FA, CCTV, CA, etc.)	50,000.00	5,000.00	-	-	-	5,000.00	10%	45,000.00	-	500.00
422	16000	Electrical Generator	100,000.00	95,000.00	-	-	-	95,000.00	95%	5,000.00	-	9,500.00
423	16000	Electrical Underslab Branch Conduit & Wire	68,000.00	64,500.00	-	-	-	64,500.00	95%	3,500.00	-	6,450.00
424	16000	Electrical Garage & 1st floor deck conduit/wire	330,000.00	313,500.00	-	-	-	313,500.00	95%	16,500.00	-	31,350.00
425	16000	Electrical 1st Floor Rough Walls/Ceilings	95,500.00	23,875.00	23,875.00	-	-	47,750.00	50%	47,750.00	2,387.50	4,775.00
426	16000	Electrical 1st Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
427	16000	Electrical 2nd Floor Rough Walls/Ceilings	95,500.00	28,650.00	19,100.00	-	900.00	47,750.00	50%	47,750.00	1,910.00	4,775.00
428	16000	Electrical 2nd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
429	16000	Electrical 3rd Floor Rough Walls/Ceilings	95,500.00	20,600.00	16,200.00	-	1,600.00	38,200.00	40%	57,300.00	1,820.00	3,820.00
430	16000	Electrical 3rd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
431	16000	Electrical 4th Floor Rough Walls/Ceilings	95,500.00	20,000.00	16,200.00	-	1,600.00	38,200.00	40%	57,300.00	1,820.00	3,820.00
432	16000	Electrical 4th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
433	16000	Electrical 5th Floor Rough Walls/Ceilings	95,500.00	20,000.00	9,000.00	-	11,000.00	29,000.00	30%	66,500.00	900.00	2,900.00
434	16000	Electrical 5th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
435	16000	Electrical 6th Floor Rough Walls/Ceilings	95,500.00	20,000.00	9,000.00	-	11,000.00	29,000.00	30%	66,500.00	900.00	2,900.00
436	16000	Electrical 6th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
437	16000	Electrical 7th Floor Rough Walls/Ceilings	95,500.00	20,000.00	9,000.00	-	11,000.00	29,000.00	30%	66,500.00	900.00	2,900.00
438	16000	Electrical 7th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
439	16000	Electrical 8th Floor Rough Walls/Ceilings	95,500.00	20,000.00	9,000.00	-	11,000.00	29,000.00	30%	66,500.00	900.00	2,900.00
440	16000	Electrical 8th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
441	16000	Electrical 9th Floor Rough Walls/Ceilings	95,500.00	20,000.00	-	-	20,000.00	20,000.00	21%	75,500.00	-	2,000.00
442	16000	Electrical 9th Floor Device and Fixture Trim	5,000.00	-	-	-	-	-	0%	5,000.00	-	-
443	1000	APCO Construction Contractor Fee	1,598,747.00	659,432.31	66,690.88	-	-	726,323.00	45%	870,424.00	8,869.07	72,632.30

JA001895

APCO CONSTRUCTION

No. 034877

APCO-TR-EX0004-0011

BUILDING #8													
444	2900	Landscaping	60,000.00	-	-	-	-	-	0%	60,000.00	-	-
445	5100	Reinforcing Steel Labor	210,000.00	209,860.50	-	-	-	209,860.50	100%	139.50	-	20,986.05
446	5100	Reinforcing Steel Material	419,122.75	369,122.75	-	-	-	369,122.75	88%	50,000.00	-	36,912.28
447	3300	Concrete Excavate Footings	127,500.00	127,500.00	-	-	-	127,500.00	100%	-	-	12,750.00
448	3300	Concrete Place footings	160,000.00	160,000.00	-	-	-	160,000.00	100%	-	-	16,000.00
449	3300	Concrete Form and Place Walls	300,000.00	300,000.00	-	-	-	300,000.00	100%	-	-	30,000.00
450	3300	Concrete Form and Place Columns	80,000.00	80,000.00	-	-	-	80,000.00	100%	-	-	8,000.00
451	3300	Concrete Place Slab on Grade	160,000.00	152,000.00	4,800.00	-	-	156,800.00	98%	3,200.00	480.00	15,680.00
452	3300	Concrete Form and Place Deck	360,000.00	360,000.00	-	-	-	360,000.00	100%	-	-	36,000.00
453	3300	Lt. Weight concrete (Budget)	148,892.50	20,000.00	-	-	-	20,000.00	14%	128,892.50	-	2,000.00
454	3450	Precast Concrete 1st Floor (Budget)	100,000.00	-	-	25,931.25	25,931.25	25,931.25	26%	74,068.75	2,593.13	2,593.13
455	3450	Precast Concrete 2nd Floor (Budget)	100,000.00	-	-	25,931.25	25,931.25	25,931.25	26%	74,068.75	2,593.13	2,593.13
456	3450	Precast Concrete 3rd Floor (Budget)	100,000.00	-	-	25,931.25	25,931.25	25,931.25	26%	74,068.75	2,593.13	2,593.13
457	3450	Precast Concrete 4th Floor (Budget)	100,000.00	-	-	25,931.25	25,931.25	25,931.25	26%	74,068.75	2,593.13	2,593.13
458	4100	Masonry CMU	249,300.00	236,635.00	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 / Shower Pans	100,000.00	-	2,275.00	-	-	2,275.00	2%	97,725.00	227.50	227.50
461	5100	Miscellaneous Steel	91,000.00	-	-	-	-	-	0%	91,000.00	-	-
462	6100	Wood Framing - 1st Level / Labor, Equipt.	199,015.00	199,015.00	-	-	-	199,015.00	100%	-	-	19,901.50
463	6100	Wood Framing - 1st Level / Lumber, Hardwalr	245,918.00	245,918.00	-	-	-	245,918.00	100%	-	-	24,591.80
464	6100	Wood Framing - 2nd Level / Labor, Equipt.	177,141.00	177,141.00	-	-	-	177,141.00	100%	-	-	17,714.10
465	6100	Wood Framing - 2nd Level / Lumber, Hardwalr	229,547.00	229,547.00	-	-	-	229,547.00	100%	-	-	22,954.70
466	6100	Wood Framing - 3rd Level / Labor, Equipt.	177,141.00	177,138.00	-	-	-	177,138.00	100%	3.00	-	17,713.80
467	6100	Wood Framing - 3rd Level / Lumber, Hardwalr	226,039.00	226,039.00	-	-	-	226,039.00	100%	-	-	22,603.90
468	6100	Wood Framing - 4th Level / Labor, Equipt.	162,032.00	162,032.00	-	-	-	162,032.00	100%	-	-	16,203.20
469	6100	Wood Framing - 4th Level / Lumber, Hardwalr	146,941.00	146,941.00	-	-	-	146,941.00	100%	-	-	14,694.10
470	6100	Wood Framing - Roof Level/ Labor, Equipt.	61,646.00	61,646.00	-	-	-	61,646.00	100%	-	-	6,164.60
471	6100	Wood Framing - Roof Level/ Lumber, Trusses	179,580.00	179,580.00	-	-	-	179,580.00	100%	-	-	17,958.00
472	6200	Finish Carpentry (Budget)	600,000.00	8,335.00	-	-	-	8,335.00	1%	591,665.00	-	833.50
473	7220	Insulation - Fire Caulking	91,800.00	4,690.00	37,545.00	-	-	42,135.00	46%	49,665.00	3,754.50	4,213.50
474	7720	Roofing	220,020.00	134,077.30	15,773.80	-	-	149,851.10	68%	70,168.90	1,577.38	14,985.11
475	7100	Waterproofing	59,475.00	46,169.73	-	-	-	46,169.73	78%	13,305.27	-	4,616.97
476	7240	Stucco	386,700.00	-	19,577.50	-	-	19,577.50	5%	367,122.50	1,957.75	1,957.75
477	8560	Windows	254,000.00	238,172.00	-	-	-	238,172.00	94%	15,828.00	-	23,817.20
478	9200	Drywall -Detaches	1,054,050.00	342,600.00	145,000.00	-	-	487,600.00	46%	566,550.00	14,500.00	48,760.00
479	9600	Flooring	300,000.00	-	-	-	-	-	0%	300,000.00	-	-
480	9900	Painting	353,118.50	-	-	-	-	-	0%	353,118.50	-	-
481	11000	Appliances(Budget)	112,000.00	-	-	-	-	-	0%	112,000.00	-	-
482	14200	Elevators	274,925.00	72,500.00	-	119,856.00	192,356.00	192,356.00	70%	82,570.00	11,985.60	19,235.60
483	1500	Mechanical Mobilization	12,500.00	12,000.00	-	-	-	12,000.00	96%	500.00	-	1,200.00
484	1330	Mechanical Submittals	1,125.00	1,125.00	-	-	-	1,125.00	100%	-	-	112.50
485	1310	Mechanical General Conditions	1,773.75	1,206.15	-	-	-	1,206.15	68%	567.60	-	120.62
486	1700	Mechanical Close-out Documents	1,000.00	-	-	-	-	-	0%	1,000.00	-	-
		HVAC 1st Floor										
487	15020	HVAC Permit	5,250.00	5,250.00	-	-	-	5,250.00	100%	-	-	525.00
488	15020	HVAC Pre-Rock-Line Set Piping	24,618.40	24,618.40	-	-	-	24,618.40	100%	-	-	2,461.84
489	15020	HVAC FAU Materials	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
490	15020	HVAC Rough Duct	19,694.72	-	-	-	-	-	0%	19,694.72	-	-
491	15020	HVAC Condensor Materials	19,694.72	-	-	19,694.72	19,694.72	19,694.72	100%	-	1,969.47	1,969.47
492	15020	HVAC Set Condensers	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
493	15020	HVAC Set Trim	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
494	15020	HVAC Start Up	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
		HVAC 2nd Floor										
495	15020	HVAC Pre-Rock-Line Set Piping	24,618.40	18,463.80	6,154.60	-	-	24,618.40	100%	-	615.46	2,461.84
496	15020	HVAC FAU Materials	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
497	15020	HVAC Rough Duct	19,694.72	-	-	-	-	-	0%	19,694.72	-	-
498	15020	HVAC Condensor Materials	19,694.72	-	-	19,694.72	19,694.72	19,694.72	100%	-	1,969.47	1,969.47
499	15020	HVAC Set Condensers	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
500	15020	HVAC Set Trim	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
501	15020	HVAC Start Up	4,923.68	-	-	-	-	-	0%	4,923.68	-	-

JA001896

APCO CONSTRUCTION
no. 034878

APCO-TR-EX0004-0012

BUILDING #8 Condensers															
HVAC Mechanical															
502	15020	HVAC Pre-Rock-Ins Set Plates	24,618.40	18,463.80	6,154.60	-	-	-	24,618.40	100%	-	-	615.46	2,461.84	
503	15020	HVAC FAU Materials	19,694.72	19,694.72	-	-	-	-	19,694.72	100%	-	-	-	1,969.47	
504	15020	HVAC Rough Duct	19,694.72	-	-	-	-	-	-	0%	19,694.72	-	-	-	
505	15020	HVAC Condense Materials	19,694.72	-	-	19,694.72	19,694.72	19,694.72	19,694.72	100%	-	-	1,969.47	1,969.47	
506	15020	HVAC Set Condensers	4,923.68	-	-	-	-	-	-	0%	4,923.68	-	-	-	
507	15020	HVAC Set Trim	4,923.68	-	-	-	-	-	-	0%	4,923.68	-	-	-	
508	15020	HVAC Start-Up	4,923.68	-	-	-	-	-	-	0%	4,923.68	-	-	-	
HVAC Condensers Area Total															
509	15020	HVAC Pre-Rock-Ins Set Plates	24,618.40	18,463.80	6,154.60	-	-	-	24,618.40	100%	-	-	615.46	2,461.84	
510	15020	HVAC FAU Materials	19,694.72	19,694.72	-	-	-	-	19,694.72	100%	-	-	-	1,969.47	
511	15020	HVAC Rough Duct	19,694.72	-	-	-	-	-	-	0%	19,694.72	-	-	-	
512	15020	HVAC Condenser Materials	19,694.72	-	-	19,694.72	19,694.72	19,694.72	19,694.72	100%	-	-	1,969.47	1,969.47	
513	15020	HVAC Set Condensers	4,923.68	-	-	-	-	-	-	0%	4,923.68	-	-	-	
514	15020	HVAC Set Trim	4,923.68	-	-	-	-	-	-	0%	4,923.68	-	-	-	
515	15020	HVAC Start-Up	4,923.68	-	-	-	-	-	-	0%	4,923.68	-	-	-	
HVAC Condensers Area Total Pricing															
516	15020	HVAC Pre-Rock-Ins Set Plates	31,588.87	-	-	-	-	-	-	0%	31,588.87	-	-	-	
517	15020	HVAC FAU Materials	25,351.13	25,351.13	-	-	-	-	25,351.13	100%	-	-	-	2,535.11	
518	15020	HVAC Rough Duct	25,351.13	-	-	-	-	-	-	0%	25,351.13	-	-	-	
519	15020	HVAC Condensor Materials	25,351.13	-	-	-	-	-	-	0%	25,351.13	-	-	-	
520	15020	HVAC Set Condensers	6,337.78	-	-	-	-	-	-	0%	6,337.78	-	-	-	
521	15020	HVAC Set Trim	6,337.78	-	-	-	-	-	-	0%	6,337.78	-	-	-	
522	15020	HVAC Start-Up	6,337.78	-	-	-	-	-	-	0%	6,337.78	-	-	-	
Plumbing Rough-In Subcontract															
522	15010	Plumbing Permit	9,835.00	9,354.39	-	-	-	-	9,354.39	95%	170.70	-	-	935.43	
524	15010	Plumbing Excavation and Backfill	62,400.00	61,152.00	-	-	-	-	61,152.00	98%	1,248.00	-	-	6,115.20	
525	15010	Plumbing Util. Sanitary Piping	25,935.00	25,416.30	-	-	-	-	25,416.30	98%	518.70	-	-	2,541.63	
526	15010	Plumbing Util. Storm Piping	6,289.00	6,159.30	-	-	-	-	6,159.30	98%	129.70	-	-	615.93	
527	15010	Plumbing Pre-Cast Structures - Preparation	84,120.00	8,945.44	-	-	-	-	8,945.44	11%	75,180.68	-	-	894.54	
Plumbing Rough-In Subcontract Pricing															
528	15010	Plumbing A/G Waste & Vent	73,093.00	69,438.35	2,192.79	-	-	-	71,631.14	98%	1,461.86	219.28	7,163.11		
529	15010	Plumbing Drains / Carriers	7,232.56	6,870.88	216.98	-	-	-	7,087.86	98%	144.70	21.70	708.79		
530	15010	Plumbing Sleeves and Inserts	59,563.00	53,164.85	1,672.89	-	-	-	54,843.74	92%	1,419.26	167.89	5,484.37		
531	15010	Plumbing A/G Storm Piping	18,476.00	17,552.20	554.28	-	-	-	18,106.48	98%	369.52	55.43	1,810.65		
532	15010	Plumbing A/G Domestic Water	79,331.00	75,364.45	2,379.93	-	-	-	77,744.38	98%	1,586.62	237.99	7,774.44		
533	15010	Plumbing A/G Gas Piping	31,071.00	27,653.90	2,485.68	-	-	-	30,449.58	98%	621.42	248.57	3,044.96		
534	15010	Plumbing Tubs & Hook-ups	37,040.00	27,765.00	3,704.00	-	-	-	31,469.00	85%	5,556.00	370.40	3,148.40		
535	15010	Plumbing Fixtures	55,513.00	13,878.25	-	-	-	-	13,878.25	25%	41,634.75	-	1,387.83		
536	15010	Plumbing Equipment	15,975.00	7,987.50	1,597.50	-	-	-	9,585.00	60%	6,390.00	159.75	958.50		
537	15010	Plumbing Condensate Piping	5,594.00	5,026.60	446.72	-	-	-	5,473.32	98%	111.68	44.67	547.23		
538	15010	Plumbing Testing	8,568.00	8,052.80	856.80	-	-	-	7,709.40	90%	856.80	85.68	770.94		
539	15010	Plumbing Identification	2,112.00	-	-	-	-	-	-	0%	2,112.00	-	-	-	
540	15010	Plumbing Insulation - Piping - Fire Protection	97,620.00	84,364.00	3,036.00	-	-	-	87,400.00	89%	10,220.00	303.60	8,740.00		
Plumbing Sub Pricing															
541	15010	Plumbing A/G Waste & Vent	73,093.00	69,438.35	2,192.79	-	-	-	71,631.14	98%	1,461.86	219.28	7,163.11		
542	15010	Plumbing Drains / Carriers	7,232.56	6,870.88	216.98	-	-	-	7,087.86	98%	144.70	21.70	708.79		
543	15010	Plumbing A/G Storm Piping	18,476.00	17,552.20	554.28	-	-	-	18,106.48	98%	369.52	55.43	1,810.65		
544	15010	Plumbing A/G Domestic Water	79,331.00	71,397.90	6,346.48	-	-	-	77,744.38	98%	1,586.62	634.65	7,774.44		
545	15010	Plumbing A/G Gas Piping	31,071.00	27,653.90	2,485.68	-	-	-	30,449.58	98%	621.42	248.57	3,044.96		
546	15010	Plumbing Tubs & Hook-ups	37,040.00	33,336.00	-	-	-	-	33,336.00	90%	3,704.00	-	3,333.60		
547	15010	Plumbing Fixtures	55,513.00	-	-	-	-	-	-	0%	55,513.00	-	-	-	
548	15010	Plumbing Equipment	15,975.00	7,987.50	-	-	-	-	7,987.50	50%	7,987.50	-	798.75		
549	15010	Plumbing Condensate Piping	5,594.00	5,026.60	446.72	-	-	-	5,473.32	98%	111.68	44.67	547.23		
550	15010	Plumbing Testing	8,568.00	5,139.80	2,569.80	-	-	-	7,709.40	90%	856.80	256.98	770.94		
551	15010	Plumbing Identification	2,112.00	-	-	-	-	-	-	0%	2,112.00	-	-	-	
552	15010	Plumbing Insulation - Piping - Fire Protection	97,620.00	38,135.80	4,848.00	-	-	-	93,183.80	96%	5,436.20	484.80	9,318.38		

APCO CONSTRUCTION

No. 034879

BUILDING #8 Continued...

		Plumbing 3rd Floor										
553	15010	Plumbing A/G Waste & Vent	73,093.00	62,129.05	7,309.30	-	-	69,438.35	95%	3,654.65	730.93	8,943.84
554	15010	Plumbing Drains / Carriers	7,232.50	6,509.25	578.60	-	-	7,087.85	98%	144.65	57.86	706.79
555	15010	Plumbing A/G Storm Piping	18,476.00	15,704.60	1,847.60	-	-	17,552.20	95%	923.80	184.76	1,755.22
556	15010	Plumbing A/G Domestic Water	79,331.00	63,464.80	11,899.65	-	-	75,364.45	95%	3,966.55	1,189.97	7,536.45
557	15010	Plumbing A/G Gas Piping	31,071.00	23,303.25	4,660.65	-	-	27,963.90	90%	3,107.10	466.07	2,796.39
558	15010	Plumbing Tubs & Hook-ups	37,040.00	18,520.00	7,408.00	-	-	25,928.00	70%	11,112.00	740.80	2,592.80
559	15010	Plumbing Fixtures	55,513.00	5,551.30	-	-	-	5,551.30	10%	49,961.70	-	555.13
560	15010	Plumbing Equipment	15,975.00	7,987.50	-	-	-	7,987.50	50%	7,987.50	-	798.75
561	15010	Plumbing Condensate Piping	5,584.00	5,025.60	-	-	-	5,025.60	90%	558.40	-	502.56
562	15010	Plumbing Testing	8,566.00	3,426.40	-	-	-	3,426.40	40%	5,139.60	-	342.64
563	15010	Plumbing Identification	2,112.00	-	-	-	-	-	0%	2,112.00	-	-
564	15010	Plumbing Insulation - Firestop - Fire Protection	97,620.00	65,893.00	4,046.00	-	-	69,941.00	72%	27,679.00	404.60	6,994.10
		Plumbing 4th Floor										
565	15010	Plumbing A/G Waste & Vent	73,093.00	66,783.70	3,647.44	-	-	71,831.14	98%	1,461.86	584.74	7,183.11
566	15010	Plumbing Drains / Carriers	7,232.50	6,509.25	578.60	-	-	7,087.85	98%	144.65	57.86	708.79
567	15010	Plumbing A/G Storm Piping	18,476.00	15,704.60	1,847.60	-	-	17,552.20	95%	923.80	184.76	1,755.22
568	15010	Plumbing A/G Domestic Water	79,331.00	11,899.65	63,464.80	-	-	75,364.45	95%	3,966.55	6,346.48	7,536.45
569	15010	Plumbing A/G Gas Piping	31,071.00	3,107.10	24,856.80	-	-	27,963.90	90%	3,107.10	2,485.68	2,796.39
570	15010	Plumbing Tubs & Hook-ups	37,040.00	7,408.00	14,816.00	-	-	22,224.00	60%	14,816.00	1,481.60	2,222.40
571	15010	Plumbing Fixtures	55,513.00	5,551.30	-	-	-	5,551.30	10%	49,961.70	-	555.13
572	15010	Plumbing Equipment	15,975.00	3,993.75	-	-	-	3,993.75	25%	11,981.25	-	399.38
573	15010	Plumbing Condensate Piping	5,584.00	5,025.60	446.72	-	-	5,472.32	98%	111.68	44.67	547.23
574	15010	Plumbing Testing	8,566.00	2,569.80	5,139.60	-	-	7,709.40	90%	856.60	513.96	770.94
575	15010	Plumbing Identification	2,112.00	-	-	-	-	-	0%	2,112.00	-	-
576	15010	Plumbing Insulation - Firestop - Fire Protection	97,620.00	10,817.20	76,465.00	-	-	87,282.20	92%	8,737.80	7,646.50	8,938.22
		Electrical										
577	16000	Electrical Engineering	29,450.00	22,056.80	-	-	-	22,056.80	75%	7,393.20	-	2,205.68
578	16000	Electrical Mobilization	15,840.00	15,840.00	-	-	-	15,840.00	100%	-	-	1,584.00
579	16000	Electrical Office Trailer/Admin.	22,800.00	7,403.00	-	-	-	7,403.00	32%	15,397.00	-	740.30
580	16000	Electrical Proj Engineer, CAD, Proj Assistant	14,250.00	12,735.00	-	-	-	12,735.00	89%	1,515.00	-	1,273.50
581	16000	Electrical Permits	12,350.00	6,930.00	-	-	-	6,930.00	56%	5,420.00	-	693.00
582	16000	Electrical Submittals	1,900.00	1,900.00	-	-	-	1,900.00	100%	-	-	190.00
583	16000	Electrical Supervision/Planning/Coordination	22,800.00	16,850.00	-	-	-	16,850.00	74%	5,950.00	-	1,685.00
584	16000	Electrical Light Fixture Package	109,000.00	53,436.00	-	-	-	53,436.00	50%	52,564.00	-	5,343.60
585	16000	Electrical Distribution Package	83,000.00	70,500.00	-	-	-	70,500.00	85%	12,500.00	-	7,050.00
586	16000	Electrical Low Voltage Systems (FA, CCTV, CA, etc.)	93,928.00	45,808.00	6,936.00	-	-	52,744.00	56%	41,184.00	693.60	5,274.40
587	16000	Electrical Underslab Branch Conduit & Wire	85,000.00	76,500.00	-	-	-	76,500.00	90%	8,500.00	-	7,650.00
588	16000	Electrical Garage & 1st floor deck conduit/wire	450,000.00	380,000.00	-	-	-	380,000.00	95%	20,000.00	-	38,000.00
589	16000	Electrical 1st Floor Rough Walls/Ceilings	75,000.00	67,750.00	-	-	-	67,750.00	90%	7,250.00	-	6,775.00
590	16000	Electrical 1st Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
591	16000	Electrical 2nd Floor Rough Walls/Ceilings	75,000.00	67,750.00	-	-	-	67,750.00	90%	7,250.00	-	6,775.00
592	16000	Electrical 2nd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
593	16000	Electrical 3rd Floor Rough Walls/Ceilings	75,000.00	67,750.00	-	-	-	67,750.00	90%	7,250.00	-	6,775.00
594	16000	Electrical 3rd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
595	16000	Electrical 4th Floor Rough Walls/Ceilings	75,000.00	67,750.00	-	-	-	67,750.00	90%	7,250.00	-	6,775.00
596	16000	Electrical 4th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
597	1000	APCO Construction Contractor Fee	674,315.00	460,135.40	55,621.98	-	-	515,757.38	61%	338,557.64	5,562.20	53,575.74
BUILDING #9												
598	2900	Landscaping	60,000.00	-	-	-	-	-	0%	60,000.00	-	-
599	5100	Reinforcing Steel Labor	210,000.00	209,860.50	-	-	-	209,860.50	100%	139.50	-	20,986.05
600	5100	Reinforcing Steel Material	419,122.75	419,122.75	-	-	-	419,122.75	100%	-	-	41,912.28
601	3300	Concrete Excavate Footings	127,500.00	127,500.00	-	-	-	127,500.00	100%	-	-	12,750.00
602	3300	Concrete Place footings	160,000.00	160,000.00	-	-	-	160,000.00	100%	-	-	16,000.00
603	3300	Concrete Form and Place Walls	300,000.00	300,000.00	-	-	-	300,000.00	100%	-	-	30,000.00
604	3300	Concrete Form and Place Columns	80,000.00	80,000.00	-	-	-	80,000.00	100%	-	-	8,000.00
605	3300	Concrete Place Slab on Grade	160,000.00	160,000.00	-	-	-	160,000.00	100%	-	-	16,000.00
606	3300	Concrete Form and Place Deck	350,000.00	350,000.00	-	-	-	350,000.00	100%	-	-	35,000.00
607	3300	Lt. Weight concrete (Budget)	146,892.50	20,000.00	-	-	-	20,000.00	14%	126,892.50	-	2,000.00
608	3450	Precast Concrete 1st Floor (Budget)	100,000.00	-	-	25,931.25	25,931.25	25,931.25	26%	74,068.75	2,593.13	2,593.13
609	3450	Precast Concrete 2nd Floor (Budget)	100,000.00	-	-	25,931.25	25,931.25	25,931.25	26%	74,068.75	2,593.13	2,593.13
610	3450	Precast Concrete 3rd Floor (Budget)	100,000.00	-	-	25,931.25	25,931.25	25,931.25	26%	74,068.75	2,593.13	2,593.13
611	3450	Precast Concrete 4th Floor (Budget)	100,000.00	-	-	25,931.25	25,931.25	25,931.25	26%	74,068.75	2,593.13	2,593.13

JA001898

APCO CONSTRUCTION
034380

APCO-TR-EX0004-0014

BUILDING 69 Continued												
612	4100	Masonry CMU	249,300.00	236,124.00	12,465.00	-	-	248,589.00	100%	711.00	1,245.50	24,858.90
613	4100	Masonry Thin Brick Veneer	319,700.00	-	-	-	-	-	0%	319,700.00	-	-
614	5415	Granite / Marble / Shower Pans	100,000.00	-	11,515.00	-	-	11,515.00	12%	88,485.00	1,151.50	1,151.50
615	5100	Miscellaneous Steel	91,000.00	-	-	-	-	-	0%	91,000.00	-	-
616	6100	Framing - 1st Level / Labor, Equipt.	199,015.00	199,015.00	-	-	-	199,015.00	100%	-	-	19,901.50
617	6100	Framing - 1st Level / Lumber, Hardwair	245,918.00	245,918.00	-	-	-	245,918.00	100%	-	-	24,591.80
618	6100	Framing - 2nd Level / Labor, Equipt.	177,141.00	177,141.00	-	-	-	177,141.00	100%	-	-	17,714.10
619	6100	Framing - 2nd Level / Lumber, Hardwair	229,547.00	229,547.00	-	-	-	229,547.00	100%	-	-	22,954.70
620	6100	Framing - 3rd Level / Labor, Equipt.	177,141.00	177,141.00	-	-	-	177,141.00	100%	-	-	17,714.10
621	6100	Framing - 3rd Level / Lumber, Hardwair	226,039.00	226,039.00	-	-	-	226,039.00	100%	-	-	22,603.90
622	6100	Framing - 4th Level / Labor, Equipt	162,032.00	162,032.00	-	-	-	162,032.00	100%	-	-	16,203.20
623	6100	Framing - 4th Level / Lumber, Hardwair	146,941.00	146,941.00	-	-	-	146,941.00	100%	-	-	14,694.10
624	6100	Framing - Roof Level / Labor, Equipt.	61,646.00	61,646.00	-	-	-	61,646.00	100%	-	-	6,164.60
625	6100	Framing - Roof Level/ Lumber, Trusses	179,580.00	179,580.00	-	-	-	179,580.00	100%	-	-	17,958.00
626	6200	Finish Carpentry (Budget)	600,000.00	8,335.00	32,328.75	-	-	40,663.75	7%	559,336.75	3,252.63	4,066.33
627	7220	Insulation - Fire Caulking	91,800.00	4,590.00	37,545.00	-	-	42,135.00	46%	49,665.00	3,754.50	4,213.50
628	7732	Roofing	220,028.00	134,077.30	15,773.80	-	107,281.84	149,851.10	68%	70,186.90	1,577.38	14,985.11
629	7190	Waterproofing	59,475.00	46,169.73	-	-	-	46,169.73	78%	13,305.27	-	4,616.97
630	7240	Stucco	396,700.00	-	58,732.50	-	-	58,732.50	15%	337,967.50	5,873.25	5,873.25
631	8550	Windows - Material Only	254,000.00	238,172.00	-	-	8,172.00	238,172.00	94%	15,828.00	-	23,817.20
632	9200	Drywall -Demolition	1,054,050.00	322,500.00	145,000.00	-	100,000.00	467,500.00	44%	586,550.00	14,500.00	46,750.00
633	9500	Flooring	300,000.00	-	-	-	-	-	0%	300,000.00	-	-
634	9900	Painting	353,117.50	-	-	-	-	-	0%	353,117.50	-	-
635	11000	Appliances(Budget)	112,000.00	-	-	-	-	-	0%	112,000.00	-	-
636	14200	Elevators	274,926.00	72,500.00	-	-	72,500.00	72,500.00	26%	202,426.00	-	7,250.00
637	1500	Mechanical Mobilization	12,500.00	10,500.00	-	-	-	10,500.00	84%	2,000.00	-	1,050.00
638	1330	Mechanical Submittals	1,125.00	1,125.00	-	-	-	1,125.00	100%	-	-	112.50
639	1310	Mechanical General Conditions	1,773.75	1,206.15	-	-	-	1,206.15	68%	567.60	-	120.62
640	1760	Mechanical Close-out Documents	1,000.00	-	-	-	-	-	0%	1,000.00	-	-
		HVAC 1st Floor										
641	15020	HVAC Permit	5,250.00	-	-	-	-	5,250.00	100%	-	-	525.00
642	15020	HVAC Pre-Rock-Line Set Piping	24,618.40	24,618.40	-	-	-	24,618.40	100%	-	-	2,461.84
643	15020	HVAC FAU Materials	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
644	15020	HVAC Rough Duct	19,694.72	-	4,923.68	-	-	4,923.68	25%	14,771.04	492.37	492.37
645	15020	HVAC Condensor Materials	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
646	15020	HVAC Set Condensers	4,923.68	-	3,938.94	-	-	3,938.94	80%	984.74	393.89	393.89
647	15020	HVAC Set Trim	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
648	15020	HVAC Start-Up	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
		HVAC 2nd Floor										
649	15020	HVAC Pre-Rock-Line Set Piping	24,618.40	24,618.40	-	-	-	24,618.40	100%	-	-	2,461.84
650	15020	HVAC FAU Materials	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
651	15020	HVAC Rough Duct	19,694.72	-	-	-	-	-	0%	19,694.72	-	-
652	15020	HVAC Condensor Materials	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
653	15020	HVAC Set Condensers	4,923.68	-	3,938.94	-	-	3,938.94	80%	984.74	393.89	393.89
654	15020	HVAC Set Trim	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
655	15020	HVAC Start-Up	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
		HVAC 3rd Floor										
656	15020	HVAC Pre-Rock-Line Set Piping	24,618.40	24,618.40	-	-	-	24,618.40	100%	-	-	2,461.84
657	15020	HVAC FAU Materials	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
658	15020	HVAC Rough Duct	19,694.72	-	-	-	-	-	0%	19,694.72	-	-
659	15020	HVAC Condensor Materials	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
660	15020	HVAC Set Condensers	4,923.68	-	3,938.94	-	-	3,938.94	80%	984.74	393.89	393.89
661	15020	HVAC Set Trim	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
662	15020	HVAC Start-Up	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
		HVAC 4th Floor										
663	15020	HVAC Pre-Rock-Line Set Piping	24,618.40	24,618.40	-	-	-	24,618.40	100%	-	-	2,461.84
664	15020	HVAC FAU Materials	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
665	15020	HVAC Rough Duct	19,694.72	-	-	-	-	-	0%	19,694.72	-	-
666	15020	HVAC Condensor Materials	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
667	15020	HVAC Set Condensers	4,923.68	-	3,938.94	-	-	3,938.94	80%	984.74	393.89	393.89
668	15020	HVAC Set Trim	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
669	15020	HVAC Start-Up	4,923.68	-	-	-	-	-	0%	4,923.68	-	-

JA001899

APCO CONSTRUCTION

No. 034881

APCO-TR-EX0004-0015

BUILDING #3 Continued...

		HVAC Ground Work and Rough											
670	15020	HVAC Pre-Rock-Ins Set Piping	31,688.87	7,922.22	7,922.22	-	-	15,844.44	50%	15,844.43	792.22	1,584.44
671	15020	HVAC FAU Materials	25,351.13	25,351.13	-	-	-	25,351.13	100%	-	-	2,535.11
672	15020	HVAC Rough Duct	25,351.13	-	-	-	-	-	0%	25,351.13	-	-
673	15020	HVAC Condenser Materials	25,351.13	-	-	-	-	-	0%	25,351.13	-	-
674	15020	HVAC Set Condensers	6,337.78	-	-	-	-	-	0%	6,337.78	-	-
675	15020	HVAC Set Trim	6,337.78	-	-	-	-	-	0%	6,337.78	-	-
676	15020	HVAC Start-Up	6,337.78	-	-	-	-	-	0%	6,337.78	-	-
		Plumbing Rough Ins										
677	15010	Plumbing Permit	8,535.00	8,364.30	-	-	-	8,364.30	98%	170.70	-	836.43
678	15010	Plumbing Excavation and Backfill	62,400.00	61,152.00	-	-	-	61,152.00	98%	1,248.00	-	6,115.20
679	15010	Plumbing U/G Sanitary Piping	25,935.00	25,416.30	-	-	-	25,416.30	98%	518.70	-	2,541.63
680	15010	Plumbing U/G Storm Piping	6,285.00	6,159.30	-	-	-	6,159.30	98%	125.70	-	615.93
681	15010	Plumbing Pre-Cast Structures - Fireprotection	84,128.00	8,945.44	-	-	-	8,945.44	11%	75,182.56	-	894.54
		Plumbing 1st Floor										
682	15010	Plumbing A/G Waste & Vent	73,093.00	69,438.35	2,192.79	-	-	71,631.14	98%	1,461.86	219.28	7,163.11
683	15010	Plumbing Drains / Carriers	7,232.50	6,870.88	216.98	-	-	7,087.87	98%	144.63	21.70	708.79
684	15010	Plumbing Sleeves and Inserts	55,963.00	53,164.85	1,678.89	-	-	54,843.74	98%	1,119.26	167.89	5,484.37
685	15010	Plumbing A/G Storm Piping	18,476.00	17,552.20	554.28	-	-	18,106.48	98%	369.52	55.43	1,810.65
686	15010	Plumbing A/G Domestic Water	79,331.00	75,364.45	2,379.93	-	-	77,744.38	98%	1,586.62	237.99	7,774.44
687	15010	Plumbing A/G Gas Piping	31,071.00	29,517.45	932.13	-	-	30,449.58	98%	621.42	93.21	3,044.96
688	15010	Plumbing Tubs & Hook-ups	37,040.00	27,780.00	3,704.00	-	-	31,484.00	85%	5,556.00	370.40	3,148.40
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	-	798.75
691	15010	Plumbing Condensate Piping	5,584.00	5,025.60	446.72	-	-	5,472.32	98%	111.68	44.67	547.23
692	15010	Plumbing Testing	8,566.00	4,711.30	3,426.40	-	-	8,137.70	95%	428.30	342.64	813.77
693	15010	Plumbing Identification	2,112.00	-	-	-	-	-	0%	2,112.00	-	-
694	15010	Plumbing Insulation - Firestop - Fire Protection	97,620.00	82,929.00	4,048.00	-	-	86,977.00	89%	10,643.00	404.80	8,697.70
		Plumbing 2nd Floor										
695	15010	Plumbing A/G Waste & Vent	73,093.00	69,438.35	2,192.79	-	-	71,631.14	98%	1,461.86	219.28	7,163.11
696	15010	Plumbing Drains / Carriers	7,232.50	6,870.88	216.98	-	-	7,087.86	98%	144.64	21.70	708.79
697	15010	Plumbing A/G Storm Piping	18,476.00	16,628.40	1,478.08	-	-	18,106.48	98%	369.52	147.81	1,810.65
698	15010	Plumbing A/G Domestic Water	79,331.00	71,397.90	6,346.48	-	-	77,744.38	98%	1,586.62	634.65	7,774.44
699	15010	Plumbing A/G Gas Piping	31,071.00	24,856.80	4,650.65	-	-	29,517.45	95%	1,553.55	466.07	2,951.75
700	15010	Plumbing Tubs & Hook-ups	37,040.00	25,928.00	7,408.00	-	-	33,336.00	90%	3,704.00	740.80	3,333.60
701	15010	Plumbing Fixtures	55,513.00	-	-	-	-	-	0%	55,513.00	-	-
702	15010	Plumbing Equipment	15,975.00	7,987.50	-	-	-	7,987.50	50%	7,987.50	-	798.75
703	15010	Plumbing Condensate Piping	5,584.00	5,025.60	446.72	-	-	5,472.32	98%	111.68	44.67	547.23
704	15010	Plumbing Testing	8,566.00	4,711.30	3,426.40	-	-	8,137.70	95%	428.30	342.64	813.77
705	15010	Plumbing Identification	2,112.00	-	-	-	-	-	0%	2,112.00	-	-
706	15010	Plumbing Insulation - Firestop - Fire Protection	97,620.00	87,951.00	3,036.00	-	-	90,888.00	93%	6,631.00	303.60	9,088.80
		Plumbing 3rd Floor										
707	15010	Plumbing A/G Waste & Vent	73,093.00	65,793.70	5,847.44	-	-	71,631.14	98%	1,461.86	584.74	7,163.11
708	15010	Plumbing Drains / Carriers	7,232.50	6,765.00	1,054.68	-	-	5,870.88	95%	361.62	108.49	667.09
709	15010	Plumbing A/G Storm Piping	18,476.00	11,065.60	5,542.80	-	-	16,828.40	90%	1,847.60	554.28	1,662.84
710	15010	Plumbing A/G Domestic Water	79,331.00	55,531.70	15,868.20	-	-	71,397.90	90%	7,933.10	1,586.62	7,139.79
711	15010	Plumbing A/G Gas Piping	31,071.00	20,196.15	7,767.75	-	-	27,963.90	90%	3,107.10	776.78	2,796.39
712	15010	Plumbing Tubs & Hook-ups	37,040.00	22,224.00	7,408.00	-	-	29,632.00	80%	7,408.00	740.80	2,963.20
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	5,584.00	5,025.60	446.72	-	-	5,472.32	98%	111.68	44.67	547.23
716	15010	Plumbing Testing	8,566.00	3,854.70	2,569.80	-	-	6,424.50	75%	2,141.50	256.98	642.45
717	15010	Plumbing Identification	2,112.00	-	-	-	-	-	0%	2,112.00	-	-
718	15010	Plumbing Insulation - Firestop - Fire Protection	97,620.00	78,423.00	4,048.00	-	-	82,471.00	84%	15,149.00	404.80	8,247.10

APCO CONSTRUCTION

" 034832

APCO-TR-EX0004-0016

BUILDING #9 Continued												
		Plumbing A/G Piping										
719	15010	Plumbing A/G Waste & Vent	73,983.00	51,165.10	18,273.35	-	-	69,438.35	95%	3,654.65	1,827.33	6,813.84
720	15010	Plumbing Drains / Carriers	7,232.50	5,062.75	1,808.13	-	-	6,870.88	95%	361.62	180.81	687.09
721	15010	Plumbing A/G Storm Piping	18,476.00	12,933.20	4,619.00	-	-	17,552.20	95%	923.80	461.90	1,755.22
722	15010	Plumbing A/G Domestic Water	79,331.00	55,531.70	19,832.75	-	-	75,364.45	95%	3,966.55	1,983.28	7,536.45
723	15010	Plumbing A/G Gas Piping	31,071.00	-	27,963.90	-	-	27,963.90	90%	3,107.10	2,796.39	2,796.39
724	15010	Plumbing Tubs & Hook-ups	37,040.00	22,224.00	11,112.00	-	-	33,336.00	90%	3,704.00	1,111.20	3,333.60
725	15010	Plumbing Fixtures	55,513.00	11,102.60	-	-	-	11,102.60	20%	44,410.40	-	1,110.26
726	15010	Plumbing Equipment	15,975.00	4,792.50	-	-	-	4,792.50	30%	11,182.50	-	479.25
727	15010	Plumbing Condensate Piping	5,584.00	5,026.60	446.72	-	-	5,472.32	98%	111.68	44.67	547.23
728	15010	Plumbing Testing	8,569.00	3,426.40	3,426.40	-	-	6,852.80	80%	1,713.20	342.64	685.28
729	15010	Plumbing Identification	2,112.00	-	-	-	-	-	0%	2,112.00	-	-
730	15010	Plumbing Insulation - Firestop - Fire Protection	97,620.00	84,498.00	4,048.00	-	-	88,546.00	91%	9,074.00	404.80	8,854.60
		Electrical										
731	16000	Electrical Engineering	29,480.00	22,096.80	-	-	-	22,096.80	75%	7,383.20	-	2,209.68
732	16000	Electrical Mobilization	15,840.00	15,840.00	-	-	-	15,840.00	100%	-	-	1,584.00
733	16000	Electrical Office Trailer/Admin.	22,800.00	12,403.00	-	-	-	12,403.00	54%	10,397.00	-	1,240.30
734	16000	Electrical Prof Engineer, CAD, Prof Assistant	14,250.00	8,735.00	-	-	-	8,735.00	61%	5,515.00	-	873.50
735	16000	Electrical Permits	12,350.00	6,930.00	-	-	-	6,930.00	56%	5,420.00	-	693.00
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 Light 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.)	93,828.00	45,408.00	6,936.00	-	-	52,744.00	56%	41,184.00	693.60	5,274.40
741	16000	Electrical Underslab Branch Conduit & Wire	85,000.00	76,500.00	-	-	-	76,500.00	90%	8,500.00	-	7,650.00
742	16000	Electrical Garage & 1st floor deck-conduit/wire	400,000.00	380,000.00	-	-	-	380,000.00	95%	20,000.00	-	38,000.00
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	APCO Construction Contractor Fee	674,315.00	496,514.97	42,807.79	-	-	539,322.76	80%	334,992.24	4,280.78	53,932.28
GRADING CHANGE ORDERS												
752	2530	GRADING CO 00001 - Bladder Chem Feed & Stor Tank	59,308.20	-	-	53,377.40	53,377.40	53,377.40	90%	5,930.80	2,668.87	2,668.87
753	2510	GRADING CO 00002 - Fire Hydrant Permits	446.78	446.78	-	-	-	446.78	100%	-	-	22.34
754	2530	GRADING CO 00003 - Revisions Utility Sheets 11/14/07	88,338.72	883.39	59,787.59	-	-	70,670.98	80%	17,667.74	3,489.38	3,533.55
755	2200	GRADING CO 00004 - Encroachment Permit	452.81	452.81	-	-	-	452.81	100%	-	-	22.64
756	2530	GRADING CO 00005.1 - WRG Plans 11-01-07	384,330.13	-	307,577.50	-	-	307,577.50	78%	86,752.63	15,378.88	15,378.88
BUILDING CHANGE ORDERS												
780	7810	BUILDING CO 00001 Additional Fireproofing B7	14,247.45	-	14,247.45	-	-	14,247.45	100%	-	1,424.75	1,424.75
781	5100	BUILDING CO 00002 Add'L Reinforcing Bottom Mat B7	108,514.35	-	108,514.35	-	-	108,514.35	100%	-	10,851.44	10,851.44
782	3300	BUILDING CO 00005 Area Walls B8 and B9	72,877.35	-	72,877.35	-	-	72,877.35	100%	-	7,287.74	7,287.74
783	5100	BUILDING CO 00006 Top Mat Rebar B7	123,965.10	-	123,965.10	-	-	123,965.10	100%	-	12,396.51	12,396.51
784	5100	BUILDING CO 00007.1 Structural Steel Changes B7	318,498.60	-	318,498.60	-	-	318,498.60	100%	-	31,849.86	31,849.86
785	3300	BUILDING CO 00008 Concrete Change 4k psi to 5k B7	27,573.00	-	27,573.00	-	-	27,573.00	100%	-	2,757.30	2,757.30
786	16000	BUILDING CO 00010.1 Electrical Changes (Delta 2)	381,486.84	-	190,743.42	-	-	190,743.42	50%	190,743.42	19,074.34	19,074.34
787	6100	BUILDING CO 00011 Wood Framing Changes B8/9	736,651.65	-	162,063.36	-	-	162,063.36	22%	574,588.29	16,206.34	16,206.34
788	15020	BUILDING CO 00012 HVAC Thru Delta 5 B8	315,611.10	-	78,902.77	-	-	78,902.77	25%	236,708.33	7,890.28	7,890.28
789	15020	BUILDING CO 00013.1 HVAC Changes Thru Delta 5 B2/3	362,977.67	-	90,744.42	-	-	90,744.42	25%	272,233.25	9,074.44	9,074.44
790	5100	BUILDING CO 00014 Add'l Rebar Laps Added All Bldgs	10,984.05	-	10,984.05	-	-	10,984.05	100%	-	1,098.41	1,098.41
791	6100	BUILDING CO 00015 Type G Headers B8/9	10,640.70	-	10,640.70	-	-	10,640.70	100%	-	1,064.07	1,064.07

APCO CONSTRUCTION
034883

APCO-TR-EX0004-0017

JA001901

BUILDING CHANGE ORDERS Continued												
792	6100	BUILDING CO 00018 RFI#226 Shear Wall Penetration	17,756.55	-	17,756.55	-	-	17,756.55	100%	-	1,775.66	1,775.66
793	5100	BUILDING CO 00016 Pool Reinforcing Redesign B7	2,625.00	-	2,625.00	-	-	2,625.00	100%	-	262.50	262.50
794	5100	BUILDING CO 00020 Change in Lap Splices	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	4100	BUILDING CO 00023 Masonry Delta 5 B8/9	10,500.00	-	10,500.00	-	-	10,500.00	100%	-	1,050.00	1,050.00
797	16000	BUILDING CO 00025 Electric Delta 3 B7	73,395.00	-	18,348.75	-	-	18,348.75	25%	55,046.25	1,834.88	1,834.88
798	15010	BUILDING CO 00026 Plumbing Delta 5 Changes B2	127,907.85	-	95,930.89	-	-	95,930.89	75%	31,976.96	9,593.09	9,593.09
799	15010	BUILDING CO 00027 Plumbing Delta 5 Changes B3	127,907.85	-	95,930.89	-	-	95,930.89	75%	31,976.96	9,593.09	9,593.09
800	15010	BUILDING CO 00028 Plumbing Delta 5 Changes B7	490,736.35	-	122,683.84	-	-	122,683.84	25%	368,051.51	12,268.38	12,268.38
801	16000	BUILDING CO 00029 Electrical Options B8	44,498.79	-	26,699.27	-	-	26,699.27	60%	17,799.52	2,669.93	2,669.93
802	16000	BUILDING CO 00032 Electrical Options B9	47,063.52	-	28,238.11	-	-	28,238.11	60%	18,825.41	2,823.81	2,823.81
803	15010	BUILDING CO 00033 Plumbing Options B8	44,017.52	-	11,004.38	-	-	11,004.38	25%	33,013.14	1,100.44	1,100.44
804	15010	BUILDING CO 00034 Plumbing Options B9	42,544.71	-	10,636.18	-	-	10,636.18	25%	31,908.53	1,063.62	1,063.62
805	16000	BUILDING CO 00035 Electrical C2 Split B6/9	57,600.00	-	34,776.00	-	-	34,776.00	60%	23,184.00	3,477.60	3,477.60
806	6100	BUILDING CO 00037 B8 & B9 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 B8 & B9	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	16000	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	16000	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	16000	BUILDING CO 00047 Building 8 & 9 Low Voltage	60,894.23	-	-	-	-	-	0%	60,894.23	-	-
812	6200	BUILDING CO 00049 Building 8 & 9 Closet Organizers	18,662.09	-	-	-	-	-	0%	18,662.09	-	-
813	16000	BUILDING CO 00050 Building 7 Electrical Upgrades	26,536.38	-	-	-	-	-	0%	26,536.38	-	-
814	10800	BUILDING CO 00052 Bldg 8 & 9 Shower Doors & Mirrors	19,740.58	-	-	-	-	-	0%	19,740.58	-	-
		TOTAL CONTRACT PHASE 1:	83,554,833.61	42,611,742.44	5,309,931.53	970,627.64	2,769,659.76	49,883,301.61	60%	33,671,532.00	704,838.79	4,742,574.01

APCO CONSTRUCTION
034884

034385
APCO CONSTRUCTION

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: 7/18/08

APCO Construction

By: _____

Its: Division Manager/Treasurer

LINE ITEM BREAKDOWN

SUBCONTRACTOR SUMMARY

APCO CONSTRUCTION
034921

3432 NORTH 5TH STREET
NORTH LAS VEGAS NV 890:
(702) 734-0198 PHONE
(702) 734-0396 FAX

APCO CONSTRUCTION

MANHATTAN WEST

SUBCONTRACTOR SUMMARY

APPLICATION #9

JUNE 2008

SUBCONTRACTOR	GROSS BILLING
ACCURACY GLASS AND MIRROR	$ 45,000.00
ACOUSTIC AUDIO VIDEO	$ 13,872.00
APCO CONSTRUCTION	$ 778,669.89
CELL-CRETE FIREPROOFING	$ 71,719.00
CONCRETE VISIONS	$ 212,621.00
DEPENDABLE GLASS AND MIRROR	$ 18,215.00
DISTINCTIVE MARBLE	$ 13,790.00
EXECUTIVE PLASTERING	$ 78,310.00
HELIX ELECTRIC	$ 491,629.35
HI-TECH FABRICATION	$ 175,730.00
INSULPRO PROJECTS	$ 75,090.00
INTERSTATE PLUMBING AND AIR	$ 1,282,168.54
JEFF HEIT PLUMBING AND FIRE	$ 484,877.36
K & G CONSTRUCTION, INC.	$ 258,250.00
LAS VEGAS PIPELINE	$ 425,830.92
NEVADA PREFAB ENGINEERS	$ 1,079,939.20
PROFESSIONAL DOORS AND MILLWORKS	$ 32,528.25
PRS (PROFESSIONAL ROOFING SERVICES)	$ 31,547.60
SIERRA REINFORCING	$ 356,272.00
THE MASONRY GROUP	$ 88,910.00
THYSSENKRUPP ELEVATOR	$ 331,082.00
TRI-CITY DRYWALL	$ 704,750.00
ZITTING BROTHERS CONSTRUCTION	$ 220,757.06

TOTAL: $ 7,271,559.17

APCO CONSTRUCTION

034922

LINE ITEM BREAKDOWN

(SORTED BY LINES SEQUENTIALLY)

APCO CONSTRUCTION
034923

3432 NORTH 5TH STREET
NORTH LAS VEGAS NV 89032
(702) 734-0198 PHONE
(702) 734-0396 FAX

APCO CONSTRUCTION

MANHATTAN WEST : **ITEM CONSOLIDATION**
APPLICATION #9 JUNE 2008

SUBCONTRACTOR	AMOUNT	LINE
Las Vegas Pipeline	$ 15,600.00	3
APCO Construction	$ 29,128.50	29
K & G Construction, Inc.	$ 6,350.00	40
K & G Construction, Inc.	$ 6,350.00	41
K & G Construction, Inc.	$ 6,350.00	42
K & G Construction, Inc.	$ 6,350.00	43
The Masonry Group	$ 28,890.00	44
Hi-Tech Fabrication, Inc.	$ 49,500.00	47
Nevada Prefab Engineers	$ 233,380.20	47
Zitting Brothers Construction	$ 20,500.00	54
Dependable Glass and Mirror	$ 18,215.00	55
Tri-City Drywall	$ 90,000.00	56
ThyssenKrupp Elevator	$ 108,438.00	59
Interstate Plumbing and Air	$ 18,725.00	65
Interstate Plumbing and Air	$ 5,402.00	79
Interstate Plumbing and Air	$ 4,565.80	81
Jeff Heit Plumbing	$ 155,125.00	86
Jeff Heit Plumbing	$ 49,404.68	86
APCO Construction	$ 55,638.83	104
APCO Construction	$ 21,010.00	106
Sierra Reinforcing	$ 86,099.00	106
Concrete Visions	$ 30,684.00	116
K & G Construction, Inc.	$ 6,350.00	117
K & G Construction, Inc.	$ 6,350.00	118
K & G Construction, Inc.	$ 6,350.00	119
K & G Construction, Inc.	$ 6,350.00	120
The Masonry Group	$ 16,050.00	121
Hi-Tech Fabrication, Inc.	$ 49,500.00	124
Nevada Prefab Engineers	$ 776,400.00	124
Cell-Crete Fireproofing	$ 34,200.00	126
Tri-City Drywall	$ 100,000.00	133
ThyssenKrupp Elevator	$ 102,788.00	136
Interstate Plumbing and Air	$ 5,402.00	156
Interstate Plumbing and Air	$ 4,565.80	158
Jeff Heit Plumbing	$ 73,295.00	163
Jeff Heit Plumbing	$ 24,004.68	163
APCO Construction	$ 89,735.00	181
Concrete Visions	$ 28,500.00	192

APCO CONSTRUCTION
Page 1 of 7
034924

SUBCONTRACTOR	AMOUNT	LINE
Concrete Visions	$ 28,500.00	196
Concrete Visions	$ 28,500.00	197
The Masonry Group	$ 9,040.00	199
Hi-Tech Fabrication, Inc.	$ 76,730.00	201
Nevada Prefab Engineers	$ 70,159.00	201
Cell-Crete Fireproofing	$ 23,950.00	204
Accuracy Glass and Mirror	$ 45,000.00	208
Tri-City Drywall	$ 224,750.00	209
Interstate Plumbing and Air	$ 1,050.56	219
Interstate Plumbing and Air	$ 2,689.44	221
Interstate Plumbing and Air	$ 3,501.88	226
Interstate Plumbing and Air	$ 8,964.80	228
Interstate Plumbing and Air	$ 3,501.88	233
Interstate Plumbing and Air	$ 4,482.40	235
Interstate Plumbing and Air	$ 3,501.88	240
Interstate Plumbing and Air	$ 3,501.88	247
Interstate Plumbing and Air	$ 3,501.88	254
Interstate Plumbing and Air	$ 3,501.88	261
Interstate Plumbing and Air	$ 3,501.88	268
Interstate Plumbing and Air	$ 1,050.56	275
Interstate Plumbing and Air	$ 37,812.50	282
Interstate Plumbing and Air	$ 21,865.00	295
Interstate Plumbing and Air	$ 111.21	297
Interstate Plumbing and Air	$ 1,586.10	298
Interstate Plumbing and Air	$ 13,199.80	299
Interstate Plumbing and Air	$ 2,405.80	300
Interstate Plumbing and Air	$ 386.80	305
Jeff Heit Plumbing	$ 20,622.00	307
Interstate Plumbing and Air	$ 21,865.00	308
Interstate Plumbing and Air	$ 2,482.80	309
Interstate Plumbing and Air	$ 528.70	311
Interstate Plumbing and Air	$ 13,199.80	312
Jeff Heit Plumbing	$ 20,622.00	320
Interstate Plumbing and Air	$ 21,865.00	321
Interstate Plumbing and Air	$ 2,482.80	322
Interstate Plumbing and Air	$ 1,057.40	324
Interstate Plumbing and Air	$ 13,199.80	325
Jeff Heit Plumbing	$ 20,622.00	333
Interstate Plumbing and Air	$ 21,865.00	334
Interstate Plumbing and Air	$ 620.70	335
Interstate Plumbing and Air	$ 528.70	337
Interstate Plumbing and Air	$ 13,199.80	338
Interstate Plumbing and Air	$ 1,202.90	339
Jeff Heit Plumbing	$ 20,622.00	346
Interstate Plumbing and Air	$ 8,746.00	347

APCO CONSTRUCTION

034925

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 31

Eric B. Zimbelman, Esq. (9407)
PEEL BRIMLEY LLP
3333 E. Serene Avenue, Suite 200
Henderson, NV 89074-6571
Telephone: (702) 990-7272
Facsimile: (702) 990-7273
ezimbelman@peelbrimley.com
Attorneys for Appellant
Helix Electric of Nevada, LLC

Mary E. Bacon, Esq. (12686)
SPENCER FANE LLP
400 S. Fourth Street, Suite 500
Las Vegas, NV 89101
Telephone: (702) 408-3411
Facsimile: (702) 408-3401
MBacon@spencerfane.com

John Randall Jefferies, Esq. (3512)
Christpher H. Byrd, Esq. (1633)
FENNERMORE CRAIG, P.C.
300 S. Third Street, 14th Floor
Las Vegas, NV 89101
Telephone: (702) 692-8000
Facsimile: (702) 692-8099
rjefferies@fclaw.com
cbyrd@fclaw.com
Attorneys for Respondent

Docket 77320 Document 2020-38021

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

Date	Description	Bates Number	Volume(s)
	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

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
	Exhibit 2 – Marquis Aurbach Coffing Invoice to APCO dated April 30, 2018	JA007223-JA007224	99

Date	Description	Bates Number	Volume(s)
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

Date	Description	Bates Number	Volume(s)
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

Date	Description	Bates Number	Volume(s)
	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

Date	Description	Bates Number	Volume(s)
	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

Date	Description	Bates Number	Volume(s)
	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

Date	Description	Bates Number	Volume(s)
	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

Date	Description	Bates Number	Volume(s)
	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

Date	Description	Bates Number	Volume(s)
	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**

Date	Description	Bates Number	Volume(s)
	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

Date	Description	Bates Number	Volume(s)
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

Date	Description	Bates Number	Volume(s)
		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

Date	Description	Bates Number	Volume(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		
	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

Date	Description	Bates Number	Volume(s)
	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

Date	Description	Bates Number	Volume(s)
	Pacific Construction Company, Inc.'s Counterclaim		
	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
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**

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
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

Date	Description	Bates Number	Volume(s)
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

Date	Description	Bates Number	Volume(s)
	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
	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	JA007401-JA007517	102/103

Date	Description	Bates Number	Volume(s)
	Nevada, LLC, SWPPP Compliance 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
	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

Date	Description	Bates Number	Volume(s)
	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 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
	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

Date	Description	Bates Number	Volume(s)
	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
	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

Date	Description	Bates Number	Volume(s)
	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 Complaint and Camco Pacific Construction, Inc.'s Counterclaim	JA008602-JA008621	112
	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

Date	Description	Bates Number	Volume(s)
	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
	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

Date	Description	Bates Number	Volume(s)
	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
	Exhibit 16 – Notice of Appeal	JA008799-JA008810	113
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**
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**
06-15-18	**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
	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	JA006964-JA006978	96

Date	Description	Bates Number	Volume(s)
	Precluding Defenses Based on Pay-if-Paid Agreements		
	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
	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

Date	Description	Bates Number	Volume(s)
	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 Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA007085-JA007087	97
	Exhibit 15 – Notice of Association of Counsel	JA007088-JA007094	97
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
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-**	**JA009117-JA009123**	**119**

Date	Description	Bates Number	Volume(s)
	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		
06-29-18	**Helix Electric of Nevada, LLC's Reply Re: Motion to Retax**	**JA007225-JA007237**	**100**
03-23-18	**Helix Electric of Nevada, LLC's Responses to APCO Construction's Post-Trial Brief**	**JA006173-JA006193**	**84**
06-24-09	**Helix Electric's Statement of Facts Constituting Lien and Third-Party Complaint**	**JA000001-JA000015**	**1**
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
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

SUBCONTRACTOR	AMOUNT	LINE
Interstate Plumbing and Air	$ 528.70	350
Interstate Plumbing and Air	$ 3,299.95	351
Jeff Heit Plumbing	$ 28,167.00	354
Helix Electric	$ 10,000.00	414
Helix Electric	$ 7,000.00	415
Helix Electric	$ 5,000.00	416
Helix Electric	$ 6,000.00	418
Helix Electric	$ 23,875.00	425
Helix Electric	$ 19,100.00	427
Helix Electric	$ 18,200.00	429
Helix Electric	$ 18,200.00	431
Helix Electric	$ 9,000.00	433
Helix Electric	$ 9,000.00	435
Helix Electric	$ 9,000.00	437
Helix Electric	$ 9,000.00	439
APCO Construction	$ 68,890.69	443
Concrete Visions	$ 4,800.00	451
K & G Construction, Inc.	$ 25,931.25	454
K & G Construction, Inc.	$ 25,931.25	455
K & G Construction, Inc.	$ 25,931.25	456
K & G Construction, Inc.	$ 25,931.25	457
The Masonry Group	$ 12,465.00	458
Distinctive Marble	$ 2,275.00	460
Insulpro Projects	$ 37,545.00	473
Professional Roofing Services (PRS)	$ 15,773.80	474
Executive Plastering	$ 19,577.50	476
Tri-City Drywall	$ 145,000.00	478
ThyssenKrupp Elevator	$ 119,856.00	482
Interstate Plumbing and Air	$ 19,694.72	491
Interstate Plumbing and Air	$ 6,154.60	495
Interstate Plumbing and Air	$ 19,694.72	498
Interstate Plumbing and Air	$ 6,154.60	502
Interstate Plumbing and Air	$ 19,694.72	505
Interstate Plumbing and Air	$ 6,154.60	509
Interstate Plumbing and Air	$ 19,694.72	512
Interstate Plumbing and Air	$ 2,192.79	528
Interstate Plumbing and Air	$ 216.98	529
Interstate Plumbing and Air	$ 1,678.89	530
Interstate Plumbing and Air	$ 554.28	531
Interstate Plumbing and Air	$ 2,379.93	532
Interstate Plumbing and Air	$ 2,485.68	533
Interstate Plumbing and Air	$ 3,704.00	534
Interstate Plumbing and Air	$ 1,597.50	536
Interstate Plumbing and Air	$ 446.72	537
Interstate Plumbing and Air	$ 856.60	538

SUBCONTRACTOR	AMOUNT	LINE
Interstate Plumbing and Air	$ 3,036.00	540
Interstate Plumbing and Air	$ 2,192.79	541
Interstate Plumbing and Air	$ 216.98	542
Interstate Plumbing and Air	$ 554.28	543
Interstate Plumbing and Air	$ 6,346.48	544
Interstate Plumbing and Air	$ 2,485.68	545
Interstate Plumbing and Air	$ 446.72	549
Interstate Plumbing and Air	$ 2,569.80	550
Interstate Plumbing and Air	$ 4,048.00	552
Interstate Plumbing and Air	$ 7,309.30	553
Interstate Plumbing and Air	$ 578.60	554
Interstate Plumbing and Air	$ 1,847.60	555
Interstate Plumbing and Air	$ 11,899.65	556
Interstate Plumbing and Air	$ 4,660.65	557
Interstate Plumbing and Air	$ 7,408.00	558
Interstate Plumbing and Air	$ 4,048.00	564
Interstate Plumbing and Air	$ 5,847.44	565
Interstate Plumbing and Air	$ 578.60	566
Interstate Plumbing and Air	$ 1,847.60	567
Interstate Plumbing and Air	$ 63,464.80	568
Interstate Plumbing and Air	$ 24,856.80	569
Interstate Plumbing and Air	$ 14,816.00	570
Interstate Plumbing and Air	$ 446.72	573
Interstate Plumbing and Air	$ 5,139.60	574
Interstate Plumbing and Air	$ 6,072.00	576
Jeff Heit Plumbing	$ 72,393.00	576
Acoustic Audio Video	$ 6,936.00	586
APCO Construction	$ 55,621.96	597
K & G Construction, Inc.	$ 25,931.25	608
K & G Construction, Inc.	$ 25,931.25	609
K & G Construction, Inc.	$ 25,931.25	610
K & G Construction, Inc.	$ 25,931.25	611
The Masonry Group	$ 12,465.00	612
Distinctive Marble	$ 11,515.00	614
Professional Doors & Millworks	$ 32,528.25	626
Insulpro Projects	$ 37,545.00	627
Professional Roofing Services (PRS)	$ 15,773.80	628
Executive Plastering	$ 58,732.50	630
Tri-City Drywall	$ 145,000.00	632
Interstate Plumbing and Air	$ 4,923.68	644
Interstate Plumbing and Air	$ 3,938.94	646
Interstate Plumbing and Air	$ 3,938.94	653
Interstate Plumbing and Air	$ 3,938.94	660
Interstate Plumbing and Air	$ 3,938.94	667
Interstate Plumbing and Air	$ 7,922.22	670

APCO CONSTRUCTION

032927

SUBCONTRACTOR	AMOUNT	LINE
Interstate Plumbing and Air	$ 2,192.79	682
Interstate Plumbing and Air	$ 216.98	683
Interstate Plumbing and Air	$ 1,678.89	684
Interstate Plumbing and Air	$ 554.28	685
Interstate Plumbing and Air	$ 2,379.93	686
Interstate Plumbing and Air	$ 932.13	687
Interstate Plumbing and Air	$ 3,704.00	688
Interstate Plumbing and Air	$ 446.72	691
Interstate Plumbing and Air	$ 3,426.40	692
Interstate Plumbing and Air	$ 4,048.00	694
Interstate Plumbing and Air	$ 2,192.79	695
Interstate Plumbing and Air	$ 216.98	696
Interstate Plumbing and Air	$ 1,478.08	697
Interstate Plumbing and Air	$ 6,346.48	698
Interstate Plumbing and Air	$ 4,660.65	699
Interstate Plumbing and Air	$ 7,408.00	700
Interstate Plumbing and Air	$ 446.72	703
Interstate Plumbing and Air	$ 3,426.40	704
Interstate Plumbing and Air	$ 3,036.00	706
Interstate Plumbing and Air	$ 5,847.44	707
Interstate Plumbing and Air	$ 1,084.88	708
Interstate Plumbing and Air	$ 5,542.80	709
Interstate Plumbing and Air	$ 15,866.20	710
Interstate Plumbing and Air	$ 7,767.75	711
Interstate Plumbing and Air	$ 7,408.00	712
Interstate Plumbing and Air	$ 446.72	715
Interstate Plumbing and Air	$ 2,569.80	716
Interstate Plumbing and Air	$ 4,048.00	718
Interstate Plumbing and Air	$ 18,273.25	719
Interstate Plumbing and Air	$ 1,808.13	720
Interstate Plumbing and Air	$ 4,619.00	721
Interstate Plumbing and Air	$ 19,832.75	722
Interstate Plumbing and Air	$ 27,963.90	723
Interstate Plumbing and Air	$ 11,112.00	724
Interstate Plumbing and Air	$ 446.72	727
Interstate Plumbing and Air	$ 3,426.40	728
Interstate Plumbing and Air	$ 4,048.00	730
Acoustic Audio Video	$ 6,936.00	740
APCO Construction	$ 42,807.79	751
APCO Construction	$ 2,541.80	752
Las Vegas Pipeline	$ 50,835.60	752
APCO Construction	$ 3,323.22	754
Las Vegas Pipeline	$ 66,464.37	754
APCO Construction	$ 14,646.55	756
Las Vegas Pipeline	$ 292,930.95	756

APCO CONSTRUCTION

034928

SUBCONTRACTOR	AMOUNT	LINE
APCO Construction	$ 678.45	780
Cell-Crete Fireproofing	$ 13,569.00	780
APCO Construction	$ 5,167.35	781
Sierra Reinforcing	$ 103,347.00	781
APCO Construction	$ 3,470.35	782
Concrete Visions	$ 65,377.00	782
Sierra Reinforcing	$ 4,030.00	782
APCO Construction	$ 5,903.10	783
Sierra Reinforcing	$ 118,062.00	783
APCO Construction	$ 318,498.60	784
APCO Construction	$ 1,313.00	784
Concrete Visions	$ 26,260.00	785
APCO Construction	$ 13,353.42	786
Helix Electric	$ 177,390.00	786
APCO Construction	$ 7,717.30	787
Zitting Brothers Construction	$ 154,346.06	787
APCO Construction	$ 3,757.27	788
Interstate Plumbing and Air	$ 75,145.50	788
APCO Construction	$ 5,228.92	789
Interstate Plumbing and Air	$ 85,515.50	789
APCO Construction	$ 523.05	790
Sierra Reinforcing	$ 10,461.00	790
APCO Construction	$ 506.70	791
Zitting Brothers Construction	$ 10,134.00	791
APCO Construction	$ 845.55	792
Zitting Brothers Construction	$ 16,911.00	792
APCO Construction	$ 125.00	793
Sierra Reinforcing	$ 2,500.00	793
APCO Construction	$ 1,122.75	794
Sierra Reinforcing	$ 22,455.00	794
APCO Construction	$ 465.90	795
Sierra Reinforcing	$ 9,318.00	795
APCO Construction	$ 500.00	796
The Masonry Group	$ 10,000.00	796
APCO Construction	$ 873.75	797
Helix Electric	$ 17,475.00	797
APCO Construction	$ 4,568.14	798
Interstate Plumbing and Air	$ 91,362.75	798
APCO Construction	$ 4,568.14	799
Interstate Plumbing and Air	$ 91,362.75	799
APCO Construction	$ 5,842.09	800
Interstate Plumbing and Air	$ 116,841.75	800
APCO Construction	$ 902.87	801
Helix Electric	$ 25,796.40	801
APCO Construction	$ 954.91	802

SUBCONTRACTOR	AMOUNT	LINE
Helix Electric	$ 27,283.20	802
APCO Construction	$ 372.13	803
Interstate Plumbing and Air	$ 10,632.25	803
APCO Construction	$ 359.68	804
Interstate Plumbing and Air	$ 10,276.50	804
APCO Construction	$ 1,656.00	805
Helix Electric	$ 33,120.00	805
APCO Construction	$ 660.31	806
Zitting Brothers Construction	$ 18,866.00	806
APCO Construction	$ 1,902.70	809
Helix Electric	$ 23,029.25	809
APCO Construction	$ 3,488.12	810
Helix Electric	$ 44,160.50	810
TOTAL:	**$ 7,271,559.17**	

APCO CONSTRUCTION
Page 7 of 7
034930

LINE ITEM BREAKDOWN

(SORTED BY SUBCONTRACTORS ALPHABETICALLY)

APCO CONSTRUCTION
034931

3432 NORTH 5TH STREET
NORTH LAS VEGAS NV 89032
(702) 734-0198 PHONE
(702) 734-0396 FAX

APCO CONSTRUCTION

MANHATTAN WEST : **ITEM CONSOLIDATION**

APPLICATION #9 JUNE 2008

SUBCONTRACTOR	AMOUNT	LINE ITEM
Accuracy Glass and Mirror	$ 45,000.00	208
Acoustic Audio Video	$ 6,936.00	586
Acoustic Audio Video	$ 6,936.00	740
APCO Construction	$ 29,128.50	29
APCO Construction	$ 55,638.83	104
APCO Construction	$ 21,010.00	106
APCO Construction	$ 89,735.00	181
APCO Construction	$ 68,890.69	443
APCO Construction	$ 55,621.96	597
APCO Construction	$ 42,807.79	751
APCO Construction	$ 2,541.80	752
APCO Construction	$ 3,323.22	754
APCO Construction	$ 14,646.55	756
APCO Construction	$ 678.45	780
APCO Construction	$ 5,167.35	781
APCO Construction	$ 3,470.35	782
APCO Construction	$ 5,903.10	783
APCO Construction	$ 318,498.60	784
APCO Construction	$ 1,313.00	784
APCO Construction	$ 13,353.42	786
APCO Construction	$ 7,717.30	787
APCO Construction	$ 3,757.27	788
APCO Construction	$ 5,228.92	789
APCO Construction	$ 523.05	790
APCO Construction	$ 506.70	791
APCO Construction	$ 845.55	792
APCO Construction	$ 125.00	793
APCO Construction	$ 1,122.75	794
APCO Construction	$ 465.90	795
APCO Construction	$ 500.00	796
APCO Construction	$ 873.75	797
APCO Construction	$ 4,568.14	798
APCO Construction	$ 4,568.14	799
APCO Construction	$ 5,842.09	800
APCO Construction	$ 902.87	801
APCO Construction	$ 954.91	802

APCO CONSTRUCTION
Page 1 of 7
034932

SUBCONTRACTOR	AMOUNT	LINE ITEM
APCO Construction	$ 372.13	803
APCO Construction	$ 359.68	804
APCO Construction	$ 1,656.00	805
APCO Construction	$ 660.31	806
APCO Construction	$ 1,902.70	809
APCO Construction	$ 3,488.12	810
Cell-Crete Fireproofing	$ 34,200.00	126
Cell-Crete Fireproofing	$ 23,950.00	204
Cell-Crete Fireproofing	$ 13,569.00	780
Concrete Visions	$ 30,684.00	116
Concrete Visions	$ 28,500.00	192
Concrete Visions	$ 28,500.00	196
Concrete Visions	$ 28,500.00	197
Concrete Visions	$ 4,800.00	451
Concrete Visions	$ 65,377.00	782
Concrete Visions	$ 26,260.00	785
Dependable Glass and Mirror	$ 18,215.00	55
Distinctive Marble	$ 2,275.00	460
Distinctive Marble	$ 11,515.00	614
Executive Plastering	$ 19,577.50	476
Executive Plastering	$ 58,732.50	630
Helix Electric	$ 10,000.00	414
Helix Electric	$ 7,000.00	415
Helix Electric	$ 5,000.00	416
Helix Electric	$ 6,000.00	418
Helix Electric	$ 23,875.00	425
Helix Electric	$ 19,100.00	427
Helix Electric	$ 18,200.00	429
Helix Electric	$ 18,200.00	431
Helix Electric	$ 9,000.00	433
Helix Electric	$ 9,000.00	435
Helix Electric	$ 9,000.00	437
Helix Electric	$ 9,000.00	439
Helix Electric	$ 177,390.00	786
Helix Electric	$ 17,475.00	797
Helix Electric	$ 25,796.40	801
Helix Electric	$ 27,283.20	802
Helix Electric	$ 33,120.00	805
Helix Electric	$ 23,029.25	809
Helix Electric	$ 44,160.50	810
Hi-Tech Fabrication, Inc.	$ 49,500.00	47
Hi-Tech Fabrication, Inc.	$ 49,500.00	124
Hi-Tech Fabrication, Inc.	$ 76,730.00	201
Insulpro Projects	$ 37,545.00	473

SUBCONTRACTOR	AMOUNT	LINE ITEM
Insulpro Projects	$ 37,545.00	627
Interstate Plumbing and Air	$ 18,725.00	65
Interstate Plumbing and Air	$ 5,402.00	79
Interstate Plumbing and Air	$ 4,565.80	81
Interstate Plumbing and Air	$ 5,402.00	156
Interstate Plumbing and Air	$ 4,565.80	158
Interstate Plumbing and Air	$ 1,050.56	219
Interstate Plumbing and Air	$ 2,689.44	221
Interstate Plumbing and Air	$ 3,501.88	226
Interstate Plumbing and Air	$ 8,964.80	228
Interstate Plumbing and Air	$ 3,501.88	233
Interstate Plumbing and Air	$ 4,482.40	235
Interstate Plumbing and Air	$ 3,501.88	240
Interstate Plumbing and Air	$ 3,501.88	247
Interstate Plumbing and Air	$ 3,501.88	254
Interstate Plumbing and Air	$ 3,501.88	261
Interstate Plumbing and Air	$ 3,501.88	268
Interstate Plumbing and Air	$ 1,050.56	275
Interstate Plumbing and Air	$ 37,812.50	282
Interstate Plumbing and Air	$ 21,865.00	295
Interstate Plumbing and Air	$ 111.21	297
Interstate Plumbing and Air	$ 1,586.10	298
Interstate Plumbing and Air	$ 13,199.80	299
Interstate Plumbing and Air	$ 2,405.80	300
Interstate Plumbing and Air	$ 386.80	305
Interstate Plumbing and Air	$ 21,865.00	308
Interstate Plumbing and Air	$ 2,482.80	309
Interstate Plumbing and Air	$ 528.70	311
Interstate Plumbing and Air	$ 13,199.80	312
Interstate Plumbing and Air	$ 21,865.00	321
Interstate Plumbing and Air	$ 2,482.80	322
Interstate Plumbing and Air	$ 1,057.40	324
Interstate Plumbing and Air	$ 13,199.80	325
Interstate Plumbing and Air	$ 21,865.00	334
Interstate Plumbing and Air	$ 620.70	335
Interstate Plumbing and Air	$ 528.70	337
Interstate Plumbing and Air	$ 13,199.80	338
Interstate Plumbing and Air	$ 1,202.90	339
Interstate Plumbing and Air	$ 8,746.00	347
Interstate Plumbing and Air	$ 528.70	350
Interstate Plumbing and Air	$ 3,299.95	351
Interstate Plumbing and Air	$ 19,694.72	491
Interstate Plumbing and Air	$ 6,154.60	495
Interstate Plumbing and Air	$ 19,694.72	498

SUBCONTRACTOR	AMOUNT	LINE ITEM
Interstate Plumbing and Air	$ 6,154.60	502
Interstate Plumbing and Air	$ 19,694.72	505
Interstate Plumbing and Air	$ 6,154.60	509
Interstate Plumbing and Air	$ 19,694.72	512
Interstate Plumbing and Air	$ 2,192.79	528
Interstate Plumbing and Air	$ 216.98	529
Interstate Plumbing and Air	$ 1,678.89	530
Interstate Plumbing and Air	$ 554.28	531
Interstate Plumbing and Air	$ 2,379.93	532
Interstate Plumbing and Air	$ 2,485.68	533
Interstate Plumbing and Air	$ 3,704.00	534
Interstate Plumbing and Air	$ 1,597.50	536
Interstate Plumbing and Air	$ 446.72	537
Interstate Plumbing and Air	$ 856.60	538
Interstate Plumbing and Air	$ 3,036.00	540
Interstate Plumbing and Air	$ 2,192.79	541
Interstate Plumbing and Air	$ 216.98	542
Interstate Plumbing and Air	$ 554.28	543
Interstate Plumbing and Air	$ 6,346.48	544
Interstate Plumbing and Air	$ 2,485.68	545
Interstate Plumbing and Air	$ 446.72	549
Interstate Plumbing and Air	$ 2,569.80	550
Interstate Plumbing and Air	$ 4,048.00	552
Interstate Plumbing and Air	$ 7,309.30	553
Interstate Plumbing and Air	$ 578.60	554
Interstate Plumbing and Air	$ 1,847.60	555
Interstate Plumbing and Air	$ 11,899.65	556
Interstate Plumbing and Air	$ 4,660.65	557
Interstate Plumbing and Air	$ 7,408.00	558
Interstate Plumbing and Air	$ 4,048.00	564
Interstate Plumbing and Air	$ 5,847.44	565
Interstate Plumbing and Air	$ 578.60	566
Interstate Plumbing and Air	$ 1,847.60	567
Interstate Plumbing and Air	$ 63,464.80	568
Interstate Plumbing and Air	$ 24,856.80	569
Interstate Plumbing and Air	$ 14,816.00	570
Interstate Plumbing and Air	$ 446.72	573
Interstate Plumbing and Air	$ 5,139.60	574
Interstate Plumbing and Air	$ 6,072.00	576
Interstate Plumbing and Air	$ 4,923.68	644
Interstate Plumbing and Air	$ 3,938.94	646
Interstate Plumbing and Air	$ 3,938.94	653
Interstate Plumbing and Air	$ 3,938.94	660
Interstate Plumbing and Air	$ 3,938.94	667

APCO CONSTRUCTION
Page 4 of 7
034935

SUBCONTRACTOR	AMOUNT	LINE ITEM
Interstate Plumbing and Air	$ 7,922.22	670
Interstate Plumbing and Air	$ 2,192.79	682
Interstate Plumbing and Air	$ 216.98	683
Interstate Plumbing and Air	$ 1,678.89	684
Interstate Plumbing and Air	$ 554.28	685
Interstate Plumbing and Air	$ 2,379.93	686
Interstate Plumbing and Air	$ 932.13	687
Interstate Plumbing and Air	$ 3,704.00	688
Interstate Plumbing and Air	$ 446.72	691
Interstate Plumbing and Air	$ 3,426.40	692
Interstate Plumbing and Air	$ 4,048.00	694
Interstate Plumbing and Air	$ 2,192.79	695
Interstate Plumbing and Air	$ 216.98	696
Interstate Plumbing and Air	$ 1,478.08	697
Interstate Plumbing and Air	$ 6,346.48	698
Interstate Plumbing and Air	$ 4,660.65	699
Interstate Plumbing and Air	$ 7,408.00	700
Interstate Plumbing and Air	$ 446.72	703
Interstate Plumbing and Air	$ 3,426.40	704
Interstate Plumbing and Air	$ 3,036.00	706
Interstate Plumbing and Air	$ 5,847.44	707
Interstate Plumbing and Air	$ 1,084.88	708
Interstate Plumbing and Air	$ 5,542.80	709
Interstate Plumbing and Air	$ 15,866.20	710
Interstate Plumbing and Air	$ 7,767.75	711
Interstate Plumbing and Air	$ 7,408.00	712
Interstate Plumbing and Air	$ 446.72	715
Interstate Plumbing and Air	$ 2,569.80	716
Interstate Plumbing and Air	$ 4,048.00	718
Interstate Plumbing and Air	$ 18,273.25	719
Interstate Plumbing and Air	$ 1,808.13	720
Interstate Plumbing and Air	$ 4,619.00	721
Interstate Plumbing and Air	$ 19,832.75	722
Interstate Plumbing and Air	$ 27,963.90	723
Interstate Plumbing and Air	$ 11,112.00	724
Interstate Plumbing and Air	$ 446.72	727
Interstate Plumbing and Air	$ 3,426.40	728
Interstate Plumbing and Air	$ 4,048.00	730
Interstate Plumbing and Air	$ 75,145.50	788
Interstate Plumbing and Air	$ 85,515.50	789
Interstate Plumbing and Air	$ 91,362.75	798
Interstate Plumbing and Air	$ 91,362.75	799
Interstate Plumbing and Air	$ 116,841.75	800
Interstate Plumbing and Air	$ 10,632.25	803

APCO CONSTRUCTION
Page 5 of 7
034936

SUBCONTRACTOR	AMOUNT	LINE ITEM
Interstate Plumbing and Air	$ 10,276.50	804
Jeff Heit Plumbing	$ 155,125.00	86
Jeff Heit Plumbing	$ 49,404.68	86
Jeff Heit Plumbing	$ 73,295.00	163
Jeff Heit Plumbing	$ 24,004.68	163
Jeff Heit Plumbing	$ 20,622.00	307
Jeff Heit Plumbing	$ 20,622.00	320
Jeff Heit Plumbing	$ 20,622.00	333
Jeff Heit Plumbing	$ 20,622.00	346
Jeff Heit Plumbing	$ 28,167.00	354
Jeff Heit Plumbing	$ 72,393.00	576
K & G Construction, Inc.	$ 6,350.00	40
K & G Construction, Inc.	$ 6,350.00	41
K & G Construction, Inc.	$ 6,350.00	42
K & G Construction, Inc.	$ 6,350.00	43
K & G Construction, Inc.	$ 6,350.00	117
K & G Construction, Inc.	$ 6,350.00	118
K & G Construction, Inc.	$ 6,350.00	119
K & G Construction, Inc.	$ 6,350.00	120
K & G Construction, Inc.	$ 25,931.25	454
K & G Construction, Inc.	$ 25,931.25	455
K & G Construction, Inc.	$ 25,931.25	456
K & G Construction, Inc.	$ 25,931.25	457
K & G Construction, Inc.	$ 25,931.25	608
K & G Construction, Inc.	$ 25,931.25	609
K & G Construction, Inc.	$ 25,931.25	610
K & G Construction, Inc.	$ 25,931.25	611
Las Vegas Pipeline	$ 15,600.00	3
Las Vegas Pipeline	$ 50,835.60	752
Las Vegas Pipeline	$ 66,464.37	754
Las Vegas Pipeline	$ 292,930.95	756
Nevada Prefab Engineers	$ 233,380.20	47
Nevada Prefab Engineers	$ 776,400.00	124
Nevada Prefab Engineers	$ 70,159.00	201
Professional Doors & Millworks	$ 32,528.25	626
Professional Roofing Services (PRS)	$ 15,773.80	474
Professional Roofing Services (PRS)	$ 15,773.80	628
Sierra Reinforcing	$ 86,099.00	106
Sierra Reinforcing	$ 103,347.00	781
Sierra Reinforcing	$ 4,030.00	782
Sierra Reinforcing	$ 118,062.00	783
Sierra Reinforcing	$ 10,461.00	790
Sierra Reinforcing	$ 2,500.00	793
Sierra Reinforcing	$ 22,455.00	794

SUBCONTRACTOR	AMOUNT	LINE ITEM
Sierra Reinforcing	$ 9,318.00	795
The Masonry Group	$ 28,890.00	44
The Masonry Group	$ 16,050.00	121
The Masonry Group	$ 9,040.00	199
The Masonry Group	$ 12,465.00	458
The Masonry Group	$ 12,465.00	612
The Masonry Group	$ 10,000.00	796
ThyssenKrupp Elevator	$ 108,438.00	59
ThyssenKrupp Elevator	$ 102,788.00	136
ThyssenKrupp Elevator	$ 119,856.00	482
Tri-City Drywall	$ 90,000.00	56
Tri-City Drywall	$ 100,000.00	133
Tri-City Drywall	$ 224,750.00	209
Tri-City Drywall	$ 145,000.00	478
Tri-City Drywall	$ 145,000.00	632
Zitting Brothers Construction	$ 20,500.00	54
Zitting Brothers Construction	$ 154,346.06	787
Zitting Brothers Construction	$ 10,134.00	791
Zitting Brothers Construction	$ 16,911.00	792
Zitting Brothers Construction	$ 18,866.00	806
TOTAL:	**$ 7,271,559.17**	

APCO CONSTRUCTION
Page 7 of 7
034938

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

INVOICE

CUSTOMER: APCO Construction
ADDRESS: 3432 N. 5th Street
North Las Vegas, NV 89032

LOAN DRAW #: 8
INVOICE #: 9
DATE: 6/30/2008

PROJECT: ManhattanWest Phase I

DESCRIPTION	LINE	TOTAL
Contractor Fee (Overhead & Profit)		
On and Off Site Improvements	27	$ -
Building #2	104	$ 55,638.83
Building #3	181	$ 89,735.00
Building #7	443	$ 68,890.69
Building #8	597	$ 55,621.96
Building #9	751	$ 42,807.79
Work Performed		
Building #2	29	$ 29,128.50
Building #3	106	$ 21,010.00
Grading Change Orders:		
GRADING CO 00001 - Bioxide Chem Feed & Stor Tank	752	$ 2,541.80
GRADING CO 00003 - Utility Changes	754	$ 3,323.22
GRADING CO 00005.1 - WRG Plans 11-01-07	756	$ 14,646.55
Building Change Orders		
BUILDING CO 00001 Additional Fireproofing B7	780	$ 678.45
BUILDING CO 00002 Add'L Reinforcing Bottom Mat B7	781	$ 5,167.35
BUILDING CO 00005 Area Wells B8 and B9	782	$ 3,470.35
BUILDING CO 00006 Top Mat Rebar B7	783	$ 5,903.10
BUILDING CO 00007.1 Structural Steel Changes B7	784	$ 318,498.60
	SUBTOTAL:	$ 717,062.19
	TOTAL DUE:	CONTINUED

APCO CONSTRUCTION
No 034955

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

INVOICE

CUSTOMER: APCO Construction
ADDRESS: 3432 N. 5th Street
North Las Vegas, NV 89032

LOAN DRAW #: 8
INVOICE #: 9
DATE: 6/30/2008

PROJECT: ManhattanWest Phase I

DESCRIPTION	LINE	TOTAL
Building Change Orders Continued:		
BUILDING CO 00008 Concrete Change 4k psi to 5k B7	785	$ 1,313.00
BUILDING CO 00010.1 Electrical Changes (Delta 2)	786	$ 13,353.42
BUILDING CO 00011 Wood Framing Changes B8/9	787	$ 7,717.30
BUILDING CO 00012 HVAC Thru Delta 5 B8	788	$ 3,757.27
BUILDING CO 00013.1 HVAC Changes Thru Delta 5 B2/3	789	$ 5,228.92
BUILDING CO 00014 Add'l Rebar Laps Added	790	$ 523.05
BUILDING CO 00015 Type Q Headers	791	$ 506.70
BUILDING CO 00016 RFI#226 Shear Wall Penetration	792	$ 845.55
BUILDING CO 00018 Pool Reinforcing Redesign	793	$ 125.00
BUILDING CO 00020 Change in Lap Splices	794	$ 1,122.75
BUILDING CO 00021 Rebar Changes B7	795	$ 465.90
BUILDING CO 00023 Masonry Delta 5 B8/9	796	$ 500.00
BUILDING CO 00025 Add Dampers Exhaust Fans	797	$ 873.75
BUILDING CO 00026 Plumbing Delta 5 Changes B2	798	$ 4,568.14
BUILDING CO 00027 Plumbing Delta 5 Changes B3	799	$ 4,568.14
BUILDING CO 00028 Plumbing Delta 5 Changes B7	800	$ 5,842.09
BUILDING CO 00029 Electrical Options B8	801	$ 902.87
BUILDING CO 00032 Electrical Options B9	802	$ 954.91
BUILDING CO 00033 Plumbing Options B9	803	$ 372.13
	SUBTOTAL:	$ **53,540.89**
	TOTAL DUE:	**CONTINUED**

APCO CONSTRUCTION
No. 034956

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

INVOICE

CUSTOMER: APCO Construction
ADDRESS: 3432 N. 5th Street
North Las Vegas, NV 89032

LOAN DRAW #: 8
INVOICE #: 9
DATE: 6/30/2008

PROJECT: ManhattanWest Phase I

DESCRIPTION	LINE	TOTAL
Building Change Orders Continued:		
BUILDING CO 00034 Plumbing Options B8	804	$ 359.68
BUILDING CO 00036 Electrical C2 Split B8/9	805	$ 1,656.00
BUILDING CO 00037 B8 & B9 Option Changes	806	$ 660.31
BUILDING CO 00042 Electrical Changes Delta 3	809	$ 1,902.70
BUILDING CO 00043 Electrical Changes Delta 5	810	$ 3,488.12
SUBTOTAL PAGE 3:		**$ 8,066.81**
SUBTOTAL PAGE 2:		**$ 53,540.89**
SUBTOTAL PAGE 1:		**$ 717,062.19**
TOTAL DUE:		**$ 778,669.89**

COMMENTS: If there are any questions please contact Randy Nickerl at (702) 734-0198

APCO CONSTRUCTION
034957

GEMSTONE'S REVISIONS TO

PAY APPLICATION #9

JUNE 2008

APCO CONSTRUCTION
034886

GEMSTONE'S REVISIONS

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: 8
PERIOD: 6/30/2008
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	$	78,936,160.00
2. Net change by Change Orders	$	~~4,616,673.61~~ 1,563,127.04
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	$	~~83,554,833.61~~ 80,501,287.04
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	~~45,883,861.61~~ 48,370,617.53
5. RETAINAGE		
a. 10 % of completed work (Buildings)	$	~~2,486,917.74~~ 4,345,577.33
b. 5 % of Site Work	$	245,758.27
Total Retainage (line 5a 5b)		~~4,732,674.61~~ 4,591,305.60
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	~~41,146,737.00~~ 43,779,311.93
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	~~38,574,807.20~~ 38,370,282.51
8. CURRENT PAYMENT DUE	$	~~6,586,720.38~~ 5,409,029.42
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	~~38,414,106.01~~ 36,721,975.11

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
TOTAL CHANGES APPROVED IN PREVIOUS MONTHS BY OWNER	146,546.51	
Total approved this Month	~~4,469,127.10~~ 1,416,580.53	
TOTALS	~~4,616,673.61~~	
NET CHANGES by change order	~~1,563,127.04~~ ~~4,616,673.61~~ 1,563,127.04	

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 18 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: 8/6/08

APCO CONSTRUCTION
034887

APCO-TR-EX0004-0042

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.

Spindle of Valley Phase 1 | Tentative Map

Supply Yard No.2
Bldg Permit No.
Project

A	A-1	B	C	D	E	F	G	H	I	J	K	L
ITEM NO.	CSI DOCE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATIONS	WORK COMPLETED THIS PERIOD	MATERIALS STORED THIS PERIOD	MATERIALS STORED CURRENT TOTAL (If Applic.)	TOTAL COMPLETED AND STORED	PERCENTAGE COMPLETE	BALANCE TO FINISH	CURRENT RETENTION WITHHELD	TOTAL RETENTION WITHHELD
BUILDING												
1	2120	Underslab	45,000.00	45,000.00	-	-	-	45,000.00	100%	-	-	2,250.00
2	2220	Site Preparation and Mass Excavation	2,850,000.00	2,670,000.00	-	-	-	2,670,000.00	100%	-	-	127,650.00
3	2315	Site Utilities	841,000.00	831,120.00	17,880.00	-	-	849,120.00	101%	(10,120.00)	744.00	31,446.00
4	2600	Site Storm Drains	371,000.00	360,000.00	-	-	-	360,000.00	97%	10,000.00	-	23,400.00
5	2755	Site Electrical Service	371,000.00	340,000.00	-	-	-	340,000.00	92%	30,000.00	-	23,400.00
6	2700	Pavement	150,000.00	-	-	-	84,000.00	84,000.00	56%	66,000.00	-	20,300.00
			150,000.00	-	-	-	-	-	0%	150,000.00	-	7,500.00
OFF-SITE IMPROVEMENTS												
7	2710	Offsite Road Improvements	225,000.00	-	-	-	-	-	0%	225,000.00	-	-
8	2720	Offsite Storm Drains	17,000.00	-	-	-	-	-	0%	17,000.00	-	-
9	2725	Offsite Sewer(s)	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
10	2730	Offsite Water	219,000.00	-	-	-	-	-	0%	219,000.00	-	-
11	2735	Gas and Electric	113,000.00	33,437.50	-	-	-	33,437.50	30%	79,562.50	-	5,343.75
12	2775	Walks & Paving	220,000.00	-	-	-	-	-	0%	220,000.00	-	-
13	2780	Site Improvements	215,000.00	-	-	-	-	-	0%	215,000.00	-	-
14	2810	Site Irrigation	150,000.00	-	-	-	-	-	0%	150,000.00	-	-
15	18000	Pools	450,000.00	-	-	-	-	-	0%	450,000.00	-	-
16	16000	Electrical Engineering	6,000.00	-	-	-	-	-	0%	6,000.00	-	-
17	16000	Electrical Underground	-	-	-	-	-	-	0%	-	-	-
18	16000	Electrical Site Prep/Grade	4,000.00	-	-	-	-	-	0%	4,000.00	-	-
19	16000	Electrical Pad Transformer & Primary Switch	3,000.00	-	-	-	-	-	0%	3,000.00	-	-
20	16000	Electrical Primary	3,000.00	-	-	-	-	-	0%	3,000.00	-	-
21	16000	Electrical Secondary	450.00	450.00	-	-	450.00	100%	-	-	-	18.75
22	16000	Electrical Service/Distribution Equipment	4,000.00	-	-	-	-	-	0%	4,000.00	-	-
23	16000	Portable Metered Uplights	137,000.00	-	-	-	-	-	0%	137,000.00	-	-
24	16000	Portable Metered Uplights	40,000.00	-	-	-	-	-	0%	40,000.00	-	-
25	16000	Portable Street Lighting	5,000.00	-	-	-	-	-	0%	5,000.00	-	-
26	16000	Portable Pedestal Uplights	32,000.00	-	-	-	-	-	0%	32,000.00	-	-
27	1000	APCO Construction Overhead Fee	148,813.93	3,833.43	-	-	-	3,833.43	3%	144,980.50	-	191.67
SUB-CONTRACTS												
28	3100	Underslab	200,000.00	-	-	-	-	-	0%	200,000.00	-	-
29	3100	Rough Grading & Earthwork	369,800.00	209,811.20	71,311.10	-	-	281,122.30	76%	88,677.70	5,315.55	23,568.00
30	3100	Reinforced Steel Material	199,813.00	208,813.00	-	-	-	208,813.00	100%	-	-	10,441.31
31	3300	Concrete Retaining Footings	214,000.00	218,000.00	-	-	-	218,000.00	102%	-	-	21,150.00
32	3120	Concrete Piers, Grade Beams	200,000.00	200,000.00	-	-	-	200,000.00	100%	-	-	20,000.00
33	3120	Concrete Form and Place Lower Walls	200,000.00	200,000.00	-	-	-	200,000.00	100%	-	-	20,000.00
34	3120	Concrete Form and Place Lower Columns	10,000.00	10,000.00	-	-	-	10,000.00	100%	-	-	1,000.00
35	3300	Concrete Slab and Walk Site Grade	135,000.00	132,000.00	-	-	-	132,000.00	98%	-	-	13,200.00
36	3300	Concrete Form and Place Slab Edge	150,000.00	150,000.00	-	-	-	150,000.00	100%	-	-	15,000.00
37	3300	Concrete Form and Place Slab Work	200,000.00	380,000.00	-	-	-	200,000.00	100%	-	-	38,000.00
38	3300	Concrete Form and Place Misc. Site Concrete	83,000.00	83,000.00	-	-	-	83,000.00	100%	-	-	8,300.00
39	3300	Concrete Form and Place Upper Deck	478,000.00	472,140.90	-	-	-	472,140.90	100%	710.50	47,214.09	47,214.09
40	3455	Precast Concrete Elevated 1st Floor	305,000.00	-	8,250.00	8,250.00	8,250.00	8,250.00	3%	296,750.00	825.00	825.00
41	3455	Precast Concrete Elevated 2nd Floor	305,000.00	-	8,250.00	8,250.00	8,250.00	8,250.00	3%	296,750.00	825.00	825.00
42	3455	Precast Concrete Elevated 3rd Floor	305,000.00	-	8,250.00	8,250.00	4,125.00	4,125.00	1%	300,875.00	412.50	412.50
43	3455	Precast Concrete Elevated 4th Floor	305,000.00	-	8,250.00	8,250.00	4,125.00	4,125.00	1%	300,875.00	412.50	412.50
44	4100	Masonry Grill	25,000.00	-	-	-	-	-	0%	25,000.00	-	-
45	4100	Masonry Site Block Walls	151,000.00	-	24,150.00	-	-	24,150.00	16%	126,850.00	2,415.00	2,415.00
			151,000.00	-	-	-	-	-	0%	151,000.00	-	-

Page 1 of 13

APCO CONSTRUCTION
Inc 034888

APCO CONSTRUCTION

034889

APCO CONSTRUCTION

034890

APCO CONSTRUCTION

" 034891

APCO CONSTRUCTION
034892

APCO CONSTRUCTION
034893

APCO CONSTRUCTION

034894

APCO CONSTRUCTION
03½895

APCO CONSTRUCTION
Ex. 034896

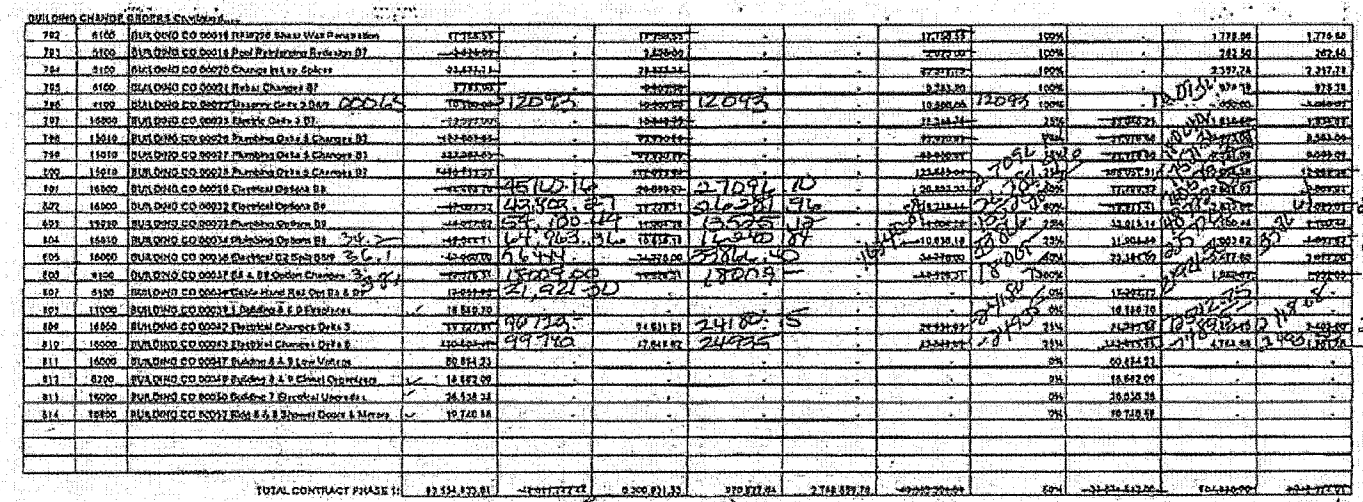
APCO CONSTRUCTION
034897

APCO CONSTRUCTION
034898

APCO CONSTRUCTION
034899

APCO CONSTRUCTION
034900

APCO CONSTRUCTION
034001



BUILDING CHANGE ORDERS Continued...

782	6100	BUILDING CO 00018 [illegible] Shear Wall Penetration	[illegible]	-	[illegible]	-	-	[illegible]	100%	-	1,778.68	1,778.68
783	6100	BUILDING CO 00018 Pool Perimeter Enclosure #7	[illegible]	-	[illegible]	-	-	[illegible]	100%	-	282.50	282.50
784	6100	BUILDING CO 00020 Change Int. Lap Splices	[illegible]	-	[illegible]	-	-	[illegible]	100%	-	2,317.73	2,317.73
785	6100	BUILDING CO 00021 Rebar Changes #7	[illegible]	-	[illegible]	-	-	[illegible]	100%	-	928.78	928.78
786	6100	BUILDING CO 00022 Masonry Core 2 Only	[illegible]	[illegible]	[illegible]	12093	-	[illegible]	100%	-	[illegible]	[illegible]
787	16000	BUILDING CO 00023 Electric Core 2 #7	[illegible]	-	[illegible]	-	-	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
788	15010	BUILDING CO 00026 Plumbing Core 2 Changes #7	[illegible]	-	[illegible]	-	-	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
789	15010	BUILDING CO 00027 Plumbing Core 3 Changes #7	[illegible]	-	[illegible]	-	-	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
790	15010	BUILDING CO 00028 Plumbing Core 4 Changes #7	[illegible]	-	[illegible]	-	-	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
791	16000	BUILDING CO 00029 Electrical Options #8	[illegible]	4510.16	[illegible]	2709.61	-	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
792	16000	BUILDING CO 00032 Electrical Options #9	[illegible]	43,458.21	[illegible]	26,281.96	-	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
793	15020	BUILDING CO 00033 Plumbing Options #9	[illegible]	64,100.44	[illegible]	13225.18	-	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
794	16010	BUILDING CO 00034 Plumbing Options #8	[illegible]	64,963.96	[illegible]	16,280.84	-	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
795	16000	BUILDING CO 00036 Electrical CO #26 #29	[illegible]	9644	[illegible]	3386.40	-	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
796	6100	BUILDING CO 00037 #8 & #9 Option Changes	[illegible]	15009.00	[illegible]	18009	-	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
797	6100	BUILDING CO 00038 Cable Hand Rail Opt #8 & #9	[illegible]	21,921.30	-	-	-	-	[illegible]	[illegible]	[illegible]	-
798	11000	BUILDING CO 00039 1 Building # 8 & 9 Revisions	18,849.70	-	-	-	-	-	[illegible]	[illegible]	18,849.70	-
799	16000	BUILDING CO 00042 Electrical Changes Opts 3	[illegible]	96,733.-	[illegible]	24180.15	-	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
810	16000	BUILDING CO 00043 Electrical Changes Opts 8	[illegible]	99,760	[illegible]	24935	-	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
811	16000	BUILDING CO 00047 Building 8 & 9 Low Voltage	60,884.23	-	-	-	-	-	0%	-	60,884.23	-	-
812	6200	BUILDING CO 00049 Building 8 & 9 Closet Operators	18,842.09	-	-	-	-	-	0%	-	18,842.09	-	-
813	16000	BUILDING CO 00050 Building 7 Electrical Upgrades	26,838.38	-	-	-	-	-	0%	-	26,838.38	-	-
814	08800	BUILDING CO 00051 Bldg 8 & 9 Stained Doors & Mirrors	99,748.88	-	-	-	-	-	0%	-	99,748.88	-	-
		TOTAL CONTRACT PHASE II	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

1209.30
2709.61
2493.50
2418.08
1800.90

42,385,381.86 / 0
80,501,287.04 ... 0 5,014,608.33
48,370,67.53 / 52,204.47
32,130,669.51 4,591,305.60
0 = 5,985,235.97

APCO CONSTRUCTION
034902

JA001941

APCO-TR-EX0004-0057

APCO REVISED

PAY APPLICATION #9 JUNE 2008

TO MATCH GEMSTONE'S REVISIONS

(DID NOT DEDUCT FEE & DISPUTED CHANGE ORDERS #2, #5, #6, #7, #8, #11, #14, #18, #20, #21,)

APCO CONSTRUCTION
034903

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 Phese 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	$	3,029,890.41
3. CONTRACT SUM TO DATE (Line 1 +\- 2)	$	81,968,050.41
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	49,231,080.02
5. RETAINAGE		
a. 10 % of completed work (Buildings)	$ 4,431,595.58	
b. 5 % of Site Work	$ 245,756.27	
Total Retainage (line 5a 5b)		4,677,351.85
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	44,553,728.17
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 form prior Certificate)	$	38,574,007.22
8. CURRENT PAYMENT DUE	$	5,979,720.95
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 37,414,322.24	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
TOTAL CHARGES APPROVED IN PREVIOUS MONTHS BY OWNER	146,546.51	-
Total approved this Month	2,881,343.90	-
TOTALS	3,029,890.41	-
NET CHANGES by change order		3,029,890.41

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: _____

State of: Nevada
County of: Clark
Subscribed and sworn to before me this
_____ day of _____, 2008

Notary Public: _____

My Commission expires: _____

ARCHITECT

By:_____ Date:_____

OWNER

By:_____ Date:_____

APCO CONSTRUCTION

034904

APCO-TR-EX0004-0059

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.: 6
Billing Number: 9
Period: 6/30/2008

A.1 ITEM NO.	A.2 CIS CODE	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATIONS	E WORK COMPLETED THIS PERIOD	F MATERIALS STORED THIS PERIOD	G MATERIALS STORED CURRENT TOTAL STORED	H TOTAL COMPLETED AND STORED	I PERCENTAGE COMPLETE	J BALANCE TO FINISH	K CURRENT RETENTION WITHHELD	L 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	647,000.00	621,120.00	15,600.00	-	-	636,720.00	98%	10,280.00	780.00	31,836.00
4	2600	Site Storm Sewer	511,000.00	500,780.00	-	-	-	500,780.00	98%	10,220.00	-	25,039.00
5	2530	Site Sanitary Sewer	615,000.00	590,400.00	-	-	82,250.00	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 Russell Road Asphalt Paving	222,750.00	-	-	-	-	-	0%	222,750.00	-	-
8	2770	Offsites Curb & Gutter Russell	77,000.00	-	-	-	-	-	0%	77,000.00	-	-
9	2775	Offsites 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	113,020.00	-	-	-	-	-	0%	113,020.00	-	-
12	2775	Sidewalks Phase 1 Budget	220,000.00	-	-	-	-	-	0%	220,000.00	-	-
13	2780	Brick Pavers Phase 1 (Budget)	255,000.00	-	-	-	-	-	0%	255,000.00	-	-
14	2870	Site furnishings Phase 1 (Budget)	100,000.00	-	-	-	-	-	0%	100,000.00	-	-
15	16000	Pools	460,000.00	-	-	-	-	-	0%	460,000.00	-	-
16	16000	Electrical Engineering	6,200.00	-	-	-	-	-	0%	6,200.00	-	-
17	16000	Electrical Mobilization	-	-	-	-	-	-	0%	-	-	-
18	16000	Electrical Office Trailer/Admin.	4,800.00	-	-	-	-	-	0%	4,800.00	-	-
19	16000	Electrical Proj Engineer, CAD, Proj Applic	3,000.00	-	-	-	-	-	0%	3,000.00	-	-
20	16000	Electrical Permits	2,500.00	-	-	-	-	-	0%	2,500.00	-	-
21	16000	Electrical Submittals	400.00	400.00	-	-	-	400.00	100%	-	-	40.00
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	APCO Construction Contractor Fee	149,883.00	3,833.42	-	-	-	3,833.42	3%	146,049.58	-	383.34
BUILDING #2												
28	2900	Landscaping	90,000.00	-	-	-	-	-	0%	90,000.00	-	-
29	5100	Reinforcing Steel Labor	340,000.00	300,671.50	28,128.50	-	-	328,800.00	97%	10,200.00	2,812.85	32,980.00
30	5100	Reinforcing Steel Material	506,612.50	506,612.50	-	-	-	506,612.50	100%	-	-	50,661.25
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	300,000.00	300,000.00	-	-	-	300,000.00	100%	-	-	30,000.00
34	3300	Concrete Form and Place Lower Columns	85,000.00	85,000.00	-	-	-	85,000.00	100%	-	-	8,500.00
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	85,000.00	85,000.00	-	-	-	85,000.00	100%	-	-	8,500.00
39	3300	Concrete Form and Place Upper Deck	475,900.00	475,180.50	-	-	-	475,180.50	100%	719.50	-	47,518.05
40	3450	Precast Concrete (Budget) 1st Floor	25,000.00	-	-	6,350.00	6,350.00	6,350.00	25%	18,650.00	635.00	635.00
41	3450	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	3450	Precast Concrete (Budget) 3rd Floor	25,000.00	-	-	6,350.00	6,350.00	6,350.00	25%	18,650.00	635.00	635.00
43	3450	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	4100	Masonry Thin Brick Veneer	151,200.00	-	-	-	-	-	0%	151,200.00	-	-

APCO CONSTRUCTION 034905

APCO-TR-EX0004-0060

JA001944

BUILDING #2 Continued...

46	6415	Granite (Budget)	16,000.00	-	-	-	-	-	0%	16,000.00	-	-
47	5100	Steel	2,185,000.00	1,810,522.10	233,380.20	49,500.00	49,500.00	1,893,402.30	87%	291,597.70	28,288.02	189,340.23
48	6200	Finish Carpentry (Budget)	25,000.00	-	-	-	-	-	0%	25,000.00	-	-
49	7810	Fireproofing	34,200.00	34,200.00	-	-	-	34,200.00	100%	-	-	3,420.00
50	7220	Insulation	57,280.00	-	-	-	-	-	0%	57,280.00	-	-
51	7720	Roofing	164,000.00	-	-	-	-	-	0%	164,000.00	-	-
52	7100	Waterproofing	174,450.00	118,881.93	-	-	-	118,881.93	68%	55,568.07	-	11,888.19
53	7240	Stucco	331,100.00	-	-	-	-	-	0%	331,100.00	-	-
54	8560	Windows	275,875.00	248,000.00	20,500.00	-	-	268,500.00	97%	7,375.00	2,050.00	26,850.00
55	8400	Storefront Doors	91,500.00	54,450.00	18,215.00	-	-	72,665.00	79%	18,835.00	1,821.50	7,266.50
56	9200	LGMF and Drywall	302,000.00	180,000.00	90,000.00	-	-	270,000.00	89%	32,000.00	9,000.00	27,000.00
57	9500	Flooring	300,000.00	-	-	-	-	-	0%	300,000.00	-	-
58	9900	Painting	85,000.00	-	-	-	-	-	0%	85,000.00	-	-
59	14200	Elevators	306,562.00	75,000.00	-	108,438.00	291,876.00	183,438.00	60%	123,124.00	10,843.80	18,343.80
60	1500	Mechanical Mobilization	3,750.00	3,750.00	-	-	-	3,750.00	100%	-	-	375.00
61	1330	Mechanical Submittals	337.50	205.00	-	-	-	205.00	61%	132.50	-	20.50
62	1310	Mechanical General Conditions	532.12	361.84	-	-	-	361.84	68%	170.28	-	36.18
63	1780	Mechanical Close-out Documents	300.00	-	-	-	-	-	0%	300.00	-	-
64	15020	HVAC Permit	1,200.00	1,200.00	-	-	-	1,200.00	100%	-	-	120.00
65	15020	HVAC Pre-Rock-Line Set Piping	37,450.00	-	18,725.00	-	-	18,725.00	50%	18,725.00	1,872.50	1,872.50
66	15020	HVAC Equipment - FSD Materials	29,950.00	-	-	-	-	-	0%	29,950.00	-	-
67	15020	HVAC Rough Duct	29,950.00	-	-	-	-	-	0%	29,950.00	-	-
68	15020	HVAC Set Equipment	29,950.00	-	-	-	-	-	0%	29,950.00	-	-
69	15020	HVAC Set Trim	7,490.00	-	-	-	-	-	0%	7,490.00	-	-
70	15020	HVAC FSD - DD Testing	7,490.00	-	-	-	-	-	0%	7,490.00	-	-
71	15020	HVAC Start-Up	7,490.00	-	-	-	-	-	0%	7,490.00	-	-
72	15010	Plumbing Permit	3,870.00	3,841.30	-	-	-	3,841.30	99%	28.70	-	284.13
73	15010	Plumbing Excavation and Backfill	48,992.00	48,502.08	-	-	-	48,502.08	99%	489.92	-	4,850.21
74	15010	Plumbing U/G Sanitary Piping	24,850.00	24,601.50	-	-	-	24,601.50	99%	248.50	-	2,460.15
75	15010	Plumbing U/G Storm Piping	83,311.00	82,477.89	-	-	-	82,477.89	99%	833.11	-	8,247.79
76	15010	Plumbing Pre-Cast Structures	29,675.00	29,378.25	-	-	-	29,378.25	99%	296.75	-	2,937.83
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	7,660.00	7,583.40	-	-	-	7,583.40	99%	76.60	-	758.34
79	15010	Plumbing A/G Waste & Vent	54,020.00	29,711.00	5,402.00	-	-	35,113.00	65%	18,907.00	540.20	3,511.30
80	15010	Plumbing Drains / Carriers	25,827.00	24,535.65	-	-	-	24,535.65	95%	1,291.35	-	2,453.57
81	15010	Plumbing A/G Storm Piping	45,658.00	27,394.80	4,565.80	-	-	31,960.60	70%	13,697.40	456.58	3,196.06
82	15010	Plumbing A/G Domestic Water	78,766.00	21,266.82	-	-	-	21,266.82	27%	57,499.18	-	2,126.68
83	15010	Plumbing Testing	8,184.00	979.68	-	-	-	979.68	12%	7,184.32	-	97.97
84	15010	Plumbing Fixtures	44,532.00	-	-	-	-	-	0%	44,532.00	-	-
85	15010	Plumbing Equipment	26,160.00	3,400.80	-	-	784.80	3,400.80	13%	22,759.20	-	340.08
86	15010	Plumbing Insulation - Firestop - Fire Protection	488,500.00	49,800.00	155,125.00	49,404.68	49,404.68	254,329.68	52%	232,170.32	20,452.97	25,432.97
87	16000	Electrical Engineering	18,600.00	-	-	-	-	-	0%	18,600.00	-	-
88	16000	Electrical Mobilization	-	-	-	-	-	-	0%	-	-	-
89	16000	Electrical Office Trailer/Admin	14,400.00	8,139.00	-	-	-	8,139.00	57%	6,261.00	-	813.90
90	16000	Electrical Prel Engineer, CAD, Prel Assistant	9,000.00	5,018.75	-	-	-	5,018.75	56%	3,981.25	-	501.88
91	16000	Electrical Permits	7,800.00	4,375.00	-	-	-	4,375.00	56%	3,425.00	-	437.50
92	16000	Electrical Submittals	1,200.00	1,200.00	-	-	-	1,200.00	100%	-	-	120.00
93	16000	Electrical Supervision/Planning/Coordination	14,400.00	7,650.00	-	-	-	7,650.00	53%	6,750.00	-	765.00
94	16000	Electrical Light Fixture Package	65,500.00	58,950.00	-	-	-	58,950.00	90%	6,550.00	-	5,895.00
95	16000	Electrical Distribution Package	25,000.00	22,500.00	-	-	-	22,500.00	90%	2,500.00	-	2,250.00
96	16000	Low Voltage Systems (FA, CCTV, CA, etc.)	50,000.00	30,000.00	-	-	-	30,000.00	60%	20,000.00	-	3,000.00
97	16000	Electrical 2nd Sublevel Garage UG and Deck	200,000.00	190,000.00	-	-	-	190,000.00	95%	10,000.00	-	19,000.00
98	16000	Electrical 1st Sublevel Garage UG and Deck	255,000.00	242,500.00	-	-	-	242,500.00	95%	12,500.00	-	24,250.00
99	16000	Electrical 1st Floor Rough and Trim	25,000.00	17,500.00	-	-	-	17,500.00	70%	7,500.00	-	1,750.00
100	16000	Electrical 2nd Floor Rough and Trim	25,000.00	17,500.00	-	-	-	17,500.00	70%	7,500.00	-	1,750.00
101	16000	Electrical 3rd Floor Rough and Trim	25,000.00	17,500.00	-	-	-	17,500.00	70%	7,500.00	-	1,750.00
102	16000	Electrical 4th Floor Rough and Trim	25,000.00	-	-	-	-	-	0%	25,000.00	-	-
103	16000	Electrical Roof Plan	2,500.00	-	-	-	-	-	0%	2,500.00	-	-
104	1000	APCO Construction Contractor Fee	749,413.00	455,715.19	55,638.83	-	-	511,354.02	68%	238,058.98	5,563.88	51,135.40

APCO CONSTRUCTION
034906
APCO-TR-EX0004-0061
JA001945

BUILDING #3

105	2900	Landscaping	90,000.00	-	-	-	-	-	0%	90,000.00	-	$ -
106	5100	Reinforcing Steel Labor	364,250.00	246,213.50	107,109.00	-	-	353,322.50	97%	10,927.50	10,710.90	$ 35,332.25
107	5100	Reinforcing Steel Material	506,612.50	506,612.50	-	-	-	506,612.50	100%	-	-	$ 50,661.25
108	3360	Concrete Excavate Footings	248,500.00	248,500.00	-	-	-	248,500.00	100%	-	-	$ 24,850.00
109	3300	Concrete Place Footings	200,000.00	200,000.00	-	-	-	200,000.00	100%	-	-	$ 20,000.00
110	3300	Concrete Form and Place Lower Walls	300,000.00	300,000.00	-	-	-	300,000.00	100%	-	-	$ 30,000.00
111	3300	Concrete Form and Place Lower Columns	85,000.00	85,000.00	-	-	-	85,000.00	100%	-	-	$ 8,500.00
112	3300	Concrete Place and Finish Slab on Grade	130,000.00	105,000.00	-	-	-	105,000.00	81%	25,000.00	-	$ 10,500.00
113	3300	Concrete Form and Place Mid Deck	450,000.00	450,000.00	-	-	-	450,000.00	100%	-	-	$ 45,000.00
114	3300	Concrete Form and Place Mid Walls	300,000.00	300,000.00	-	-	-	300,000.00	100%	-	-	$ 30,000.00
115	3300	Concrete Form and Place Mid Columns	85,000.00	85,000.00	-	-	-	85,000.00	100%	-	-	$ 8,500.00
116	3300	Concrete Form and Place Upper Deck	602,900.00	548,100.00	30,684.00	-	-	578,784.00	96%	24,116.00	3,068.40	$ 57,878.40
117	3450	Precast Concrete (Budget) 1st floor	25,000.00	-	-	6,350.00	6,350.00	6,350.00	25%	18,650.00	635.00	$ 635.00
118	3450	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
119	3450	Precast Concrete (Budget) 3rd Floor	25,000.00	-	-	6,350.00	6,350.00	6,350.00	25%	18,650.00	635.00	$ 635.00
120	3450	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
121	4100	Masonry CMU	32,100.00	-	16,050.00	-	-	16,050.00	50%	16,050.00	1,605.00	$ 1,605.00
122	4100	Masonry Thin Brick Veneer	151,200.00	-	-	-	-	-	0%	151,200.00	-	$ -
123	6415	Granite (Budget)	18,000.00	-	-	-	-	-	0%	18,000.00	-	$ -
124	5100	Steel	2,120,000.00	1,089,907.63	775,400.00	49,500.00	199,386.60	1,895,807.63	89%	224,192.37	82,590.00	$ 189,580.76
125	6200	Finish Carpentry (Budget)	25,000.00	-	-	-	-	-	0%	25,000.00	-	$ -
126	7810	Fireproofing	34,200.00	-	34,200.00	-	-	34,200.00	100%	-	3,420.00	$ 3,420.00
127	7220	Insulation	57,280.00	-	-	-	-	-	0%	57,280.00	-	$ -
128	7720	Roofing	184,000.00	-	-	-	-	-	0%	184,000.00	-	$ -
129	7100	Waterproofing	174,450.00	83,314.21	-	-	-	83,314.21	36%	111,135.79	-	$ 6,331.42
130	7240	Stucco	331,100.00	-	-	-	-	-	0%	331,100.00	-	$ -
131	8560	Windows	268,500.00	248,000.00	-	-	248,000.00	248,000.00	92%	20,500.00	-	$ 24,800.00
132	8400	Storefront Doors	81,500.00	-	-	-	-	-	0%	81,500.00	-	$ -
133	9200	LGMF and Drywall	302,000.00	-	100,000.00	-	-	100,000.00	33%	202,000.00	10,000.00	$ 10,000.00
134	9680	Flooring	300,000.00	-	-	-	-	-	0%	300,000.00	-	$ -
135	9900	Painting	85,000.00	-	-	-	-	-	0%	85,000.00	-	$ -
136	14200	Elevators	306,562.00	131,401.32	-	102,788.00	177,788.00	234,189.32	76%	72,372.68	10,278.80	$ 23,418.93
137	1500	Mechanical Mobilization	3,750.00	3,750.00	-	-	-	3,750.00	100%	-	-	$ 375.00
138	1330	Mechanical Submittals	337.50	205.00	-	-	-	205.00	61%	132.50	-	$ 20.50
139	1310	Mechanical General Conditions	532.13	361.84	-	-	-	361.84	68%	170.29	-	$ 36.18
140	1780	Mechanical Close out Documents	300.00	-	-	-	-	-	0%	300.00	-	$ -
141	15020	HVAC Permit	1,200.00	1,200.00	-	-	-	1,200.00	100%	-	-	$ 120.00
142	15020	HVAC Pre-Rock-Line Set Piping	37,450.00	-	-	-	-	-	0%	37,450.00	-	$ -
143	15020	HVAC Equipment - FSD Materials	29,960.00	-	-	-	-	-	0%	29,960.00	-	$ -
144	15020	HVAC Rough Duct	29,960.00	-	-	-	-	-	0%	29,960.00	-	$ -
145	15020	HVAC Set Equipment	29,960.00	-	-	-	-	-	0%	29,960.00	-	$ -
146	15020	HVAC Set Trim	7,490.00	-	-	-	-	-	0%	7,490.00	-	$ -
147	15020	HVAC FSD - DD Testing	7,490.00	-	-	-	-	-	0%	7,490.00	-	$ -
148	15020	HVAC Start-Up	7,490.00	-	-	-	-	-	0%	7,490.00	-	$ -
149	15010	Plumbing Permit	2,870.00	2,841.30	-	-	-	2,841.30	99%	28.70	-	$ 284.13
150	15010	Plumbing Excavation and Backfill	48,992.00	48,502.08	-	-	-	48,502.08	99%	489.92	-	$ 4,850.21
151	15010	Plumbing U/G Sanitary Piping	24,850.00	24,601.50	-	-	-	24,601.50	99%	248.50	-	$ 2,460.15
152	15010	Plumbing U/G Storm Piping	83,311.00	82,477.89	-	-	-	82,477.89	99%	833.11	-	$ 8,247.79
153	15010	Plumbing Pre-Cast Structures	29,675.00	29,081.50	-	-	-	29,081.50	98%	593.50	-	$ 2,908.15
154	15010	Plumbing Building Water Service	3,215.00	3,182.85	-	-	-	3,182.85	99%	32.15	-	$ 318.29
155	15010	Plumbing Sleeves and Inserts	7,660.00	7,583.40	-	-	-	7,583.40	99%	76.60	-	$ 758.34
156	15010	Plumbing A/G Waste & Vent	54,020.00	15,206.00	5,402.00	-	-	21,608.00	40%	32,412.00	540.20	$ 2,160.80
157	15010	Plumbing Drains / Carriers	25,827.00	21,952.95	-	-	-	21,952.95	85%	3,874.05	-	$ 2,195.30
158	15010	Plumbing A/G Storm Piping	45,658.00	11,434.50	4,565.80	-	-	15,980.30	35%	29,677.70	456.58	$ 1,598.03
159	15010	Plumbing A/G Domestic Water	78,766.00	11,814.90	-	-	-	11,814.90	15%	66,951.10	-	$ 1,181.49
160	15010	Plumbing Testing	8,164.00	816.40	-	-	-	816.40	10%	7,347.60	-	$ 81.64
161	15010	Plumbing Fixtures	44,532.00	-	-	-	-	-	0%	44,532.00	-	$ -
162	15010	Plumbing Equipment	26,160.00	3,139.20	-	-	523.20	3,139.20	12%	23,020.80	-	$ 313.92
163	15010	Plumbing Installation - Firestop - Fire Protection	486,500.00	-	73,295.00	24,004.68	24,004.68	97,299.68	20%	389,200.32	9,729.97	$ 9,729.97

JA001946

APCO CONSTRUCTION

034907

APCO-TR-EX0004-0062

BUILDING #3 Continued...												
164	16000	Electrical Engineering	18,600.00	-	-	-	-	-	0%	18,600.00	-	$ -
165	16000	Electrical Mobilization	-	-	-	-	-	-	0%	-	-	$ -
166	16000	Electrical Office Trailer/Admin	14,400.00	3,139.90	-	-	-	3,139.90	22%	11,261.00	-	$ 313.90
167	16000	Electrical Prof Engineer, CAD, Assistant	9,000.00	5,018.75	-	-	-	5,018.75	56%	3,981.25	-	$ 501.88
168	16000	Electrical Permits	7,800.00	4,375.00	-	-	-	4,375.00	56%	3,425.00	-	$ 437.50
169	16000	Electrical Submittals	1,200.00	1,200.00	-	-	-	1,200.00	100%	-	-	$ 120.00
170	16000	Electrical Supervision/Planning/Coordination	14,400.00	7,650.00	-	-	-	7,650.00	53%	6,750.00	-	$ 765.00
171	16000	Electrical Light Fixture Package	65,400.00	58,950.00	-	-	-	58,950.00	90%	6,550.00	-	$ 5,895.00
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 (FA, CCTV, CA, etc.)	50,000.00	10,000.00	-	-	-	10,000.00	20%	40,000.00	-	$ 1,000.00
174	16000	Electrical 2nd Sublevel Garage UG and Deck	200,000.00	180,000.00	-	-	-	180,000.00	90%	20,000.00	-	$ 18,000.00
175	16000	Electrical 1st Sublevel Garage UG and Deck	255,000.00	229,500.00	-	-	-	229,500.00	90%	25,500.00	-	$ 22,950.00
176	16000	Electrical 1st Floor Rough and Trim	25,000.00	-	-	-	-	-	0%	25,000.00	-	$ -
177	16000	Electrical 2nd Floor Rough and Trim	25,000.00	-	-	-	-	-	0%	25,000.00	-	$ -
178	16000	Electrical 3rd Floor Rough and Trim	25,000.00	-	-	-	-	-	0%	25,000.00	-	$ -
179	16000	Electrical 4th Floor Rough and Trim	25,000.00	-	-	-	-	-	0%	25,000.00	-	$ -
180	16000	Electrical Roof Plan	2,500.00	-	-	-	-	-	0%	2,500.00	-	$ -
181	1000	APCO Construction Contractor Fee	749,413.00	385,031.43	88,735.00	-	-	474,766.43	63%	274,646.57	8,973.50	$ 47,476.64
BUILDING #7												
182	2900	Landscaping	45,000.00	-	-	-	-	-	0%	45,000.00	-	-
183	5100	Reinforcing Steel Labor	220,000.00	217,800.00	-	-	-	217,800.00	99%	2,200.00	-	21,780.00
184	5100	Reinforcing Steel Material	281,821.00	281,821.00	-	-	-	281,821.00	100%	-	-	28,182.10
185	3300	Concrete Excavate Footings	250,000.00	250,000.00	-	-	-	250,000.00	100%	-	-	25,000.00
186	3300	Concrete Place footings	250,000.00	250,000.00	-	-	-	250,000.00	100%	-	-	25,000.00
187	3300	Concrete Form and Place Walls	543,745.00	543,745.00	-	-	-	543,745.00	100%	-	-	54,374.50
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	382,477.00	382,477.00	-	-	-	382,477.00	100%	-	-	38,247.70
191	3300	Concrete Place 2nd Floor	46,320.00	46,837.00	-	-	-	46,837.00	99%	483.00	-	4,683.70
192	3300	Concrete Place 3rd floor	30,000.00	-	28,500.00	-	-	28,500.00	95%	1,500.00	2,850.00	2,850.00
193	3300	Concrete Place 4th Floor	30,000.00	28,500.00	-	-	-	28,500.00	95%	1,500.00	-	2,850.00
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	28,500.00	-	-	-	28,500.00	95%	1,500.00	-	2,850.00
196	3300	Concrete Place 7th Floor	30,000.00	-	28,500.00	-	-	28,500.00	95%	1,500.00	2,850.00	2,850.00
197	3300	Concrete Place 8th floor	30,000.00	-	28,500.00	-	-	28,500.00	95%	1,500.00	2,850.00	2,850.00
198	3300	Concrete Place 9th floor/Roof	30,000.00	-	-	-	-	-	0%	30,000.00	-	-
199	4100	Masonry CMU	45,200.00	31,640.00	9,040.00	-	-	40,680.00	90%	4,520.00	904.00	4,068.00
200	6415	Granite (Budget)	100,000.00	-	-	-	-	-	0%	100,000.00	-	-
201	5100	Steel	5,589,979.00	4,763,437.15	70,159.00	76,730.00	617,989.68	4,910,326.15	88%	779,652.85	14,688.90	491,032.62
202	5100	Miscellaneous Steel	2,461.00	-	-	-	-	-	0%	2,461.00	-	-
203	6200	Finish Carpentry (Budget)	650,000.00	-	-	-	-	-	0%	650,000.00	-	-
204	7810	Fireproofing	191,600.00	119,750.00	23,950.00	-	-	143,700.00	75%	47,900.00	2,395.00	14,370.00
205	7220	Insulation	61,680.00	-	-	-	-	-	0%	61,680.00	-	-
206	7720	Roofing	75,400.00	-	-	-	-	-	0%	75,400.00	-	-
207	7100	Waterproofing	88,443.00	62,172.18	-	-	-	62,172.18	70%	27,270.82	-	6,217.22
208	8800	Glass and Glazing	5,100,000.00	100,000.00	45,000.00	-	-	145,000.00	3%	4,955,000.00	4,500.00	14,500.00
209	9200	LGMF and Drywall	1,820,000.50	350,000.00	224,750.00	-	-	574,750.00	35%	1,045,250.50	22,475.00	57,475.00
210	9500	Flooring	450,000.00	-	-	-	-	-	0%	450,000.00	-	-
211	9900	Painting	235,000.00	-	-	-	-	-	0%	235,000.00	-	-
212	11000	Appliances (Budget)	112,000.00	-	-	-	-	-	0%	112,000.00	-	-
213	14200	Elevators	567,003.00	170,101.00	-	-	-	170,101.00	30%	396,902.00	-	17,010.10
214	1500	Mechanical Mobilization	17,500.00	17,500.00	-	-	-	17,500.00	100%	-	-	1,750.00
215	1330	Mechanical Submittals	1,575.00	1,212.07	-	-	-	1,212.07	77%	362.93	-	121.21
216	1310	Mechanical General Conditions	2,483.25	2,316.57	-	-	-	2,316.57	93%	166.68	-	231.66
217	1780	Mechanical Close-out Documents	1,400.00	-	-	-	-	-	0%	1,400.00	-	-
		HVAC 1st Floor										
218	15020	HVAC Permit	10,493.00	10,493.00	-	-	-	10,493.00	100%	-	-	1,049.30
219	15020	HVAC Pre-Rack-Line Set Piping	4,202.25	-	1,050.56	-	-	1,050.56	25%	3,151.69	105.06	105.06
220	15020	HVAC FAU Materials	3,361.80	3,361.80	-	-	-	3,361.80	100%	-	-	336.18
221	15020	HVAC Rough Duct	3,361.80	-	2,689.44	-	-	2,689.44	80%	672.36	268.94	268.94

APCO CONSTRUCTION
03490

APCO-TR-EX0004-0063

BUILDING #7 Continued...

222	15020	HVAC Condenser Materials	3,361.80	-	-	-	-	-	-	0%	3,361.80	-	-
223	15020	HVAC Set Condensers	840.45	-	-	-	-	-	-	0%	840.45	-	-
224	15020	HVAC Set Trim	840.45	-	-	-	-	-	-	0%	840.45	-	-
225	15020	HVAC Start-Up	840.45	-	-	-	-	-	-	0%	840.45	-	-
		HVAC 2nd Floor											
226	15020	HVAC Pre-Rock-Line Set Piping	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 Rough Duct	11,206.00	-	6,964.80	-	-	6,964.80	80%	2,241.20	696.48	696.48
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	2,801.50	-	-	-	-	-	0%	2,801.50	-	-
232	15020	HVAC Start-Up	2,801.50	-	-	-	-	-	0%	2,801.50	-	-
		HVAC 3rd Floor										
233	15020	HVAC Pre-Rock-Line Set Piping	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 Rough Duct	11,206.00	-	4,482.40	-	-	4,482.40	40%	6,723.60	448.24	448.24
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	-	-
		HVAC 4th Floor										
240	15020	HVAC Pre-Rock-Line Set Piping	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 Rough 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	-	-
		HVAC 5th Floor										
247	15020	HVAC Pre-Rock-Line Set Piping	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 Rough 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	-	-
		HVAC 6th Floor										
254	15020	HVAC Pre-Rock-Line Set Piping	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 Rough 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	-	-
		HVAC 7th Floor										
261	15020	HVAC Pre-Rock-Line Set Piping	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 Rough 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	-	-
		HVAC 8th Floor										
268	15020	HVAC Pre-Rock-Line Set Piping	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 Rough 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	-	-

APCO CONSTRUCTION
" 034909

APCO-TR-EX0004-0064

JA001948

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 32

Eric B. Zimbelman, Esq. (9407)
PEEL BRIMLEY LLP
3333 E. Serene Avenue, Suite 200
Henderson, NV 89074-6571
Telephone: (702) 990-7272
Facsimile: (702) 990-7273
ezimbelman@peelbrimley.com
Attorneys for Appellant
Helix Electric of Nevada, LLC

Mary E. Bacon, Esq. (12686)
SPENCER FANE LLP
400 S. Fourth Street, Suite 500
Las Vegas, NV 89101
Telephone: (702) 408-3411
Facsimile: (702) 408-3401
MBacon@spencerfane.com

John Randall Jefferies, Esq. (3512)
Christpher H. Byrd, Esq. (1633)
FENNERMORE CRAIG, P.C.
300 S. Third Street, 14th Floor
Las Vegas, NV 89101
Telephone: (702) 692-8000
Facsimile: (702) 692-8099
rjefferies@fclaw.com
cbyrd@fclaw.com
Attorneys for Respondent

Docket 77320 Document 2020-38021

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

Date	Description	Bates Number	Volume(s)
	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

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
	Exhibit 2 – Marquis Aurbach Coffing Invoice to APCO dated April 30, 2018	JA007223-JA007224	99

Date	Description	Bates Number	Volume(s)
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

Date	Description	Bates Number	Volume(s)
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

Date	Description	Bates Number	Volume(s)
	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

Date	Description	Bates Number	Volume(s)
	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

Date	Description	Bates Number	Volume(s)
	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

Date	Description	Bates Number	Volume(s)
	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

Date	Description	Bates Number	Volume(s)
	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

Date	Description	Bates Number	Volume(s)
	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**

Date	Description	Bates Number	Volume(s)
	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

Date	Description	Bates Number	Volume(s)
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

Date	Description	Bates Number	Volume(s)
		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

Date	Description	Bates Number	Volume(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		
	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

Date	Description	Bates Number	Volume(s)
	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

Date	Description	Bates Number	Volume(s)
	Pacific Construction Company, Inc.'s Counterclaim		
	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
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**

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
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

Date	Description	Bates Number	Volume(s)
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

Date	Description	Bates Number	Volume(s)
	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
	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	JA007401-JA007517	102/103

Date	Description	Bates Number	Volume(s)
	Nevada, LLC, SWPPP Compliance 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
	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

Date	Description	Bates Number	Volume(s)
	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 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
	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

Date	Description	Bates Number	Volume(s)
	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
	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

Date	Description	Bates Number	Volume(s)
	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 Complaint and Camco Pacific Construction, Inc.'s Counterclaim	JA008602-JA008621	112
	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

Date	Description	Bates Number	Volume(s)
	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
	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

Date	Description	Bates Number	Volume(s)
	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
	Exhibit 16 – Notice of Appeal	JA008799-JA008810	113
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**
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**
06-15-18	**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
	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	JA006964-JA006978	96

Date	Description	Bates Number	Volume(s)
	Precluding Defenses Based on Pay-if-Paid Agreements		
	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
	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

Date	Description	Bates Number	Volume(s)
	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 Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA007085-JA007087	97
	Exhibit 15 – Notice of Association of Counsel	JA007088-JA007094	97
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
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-**	**JA009117-JA009123**	**119**

Date	Description	Bates Number	Volume(s)
	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		
06-29-18	**Helix Electric of Nevada, LLC's Reply Re: Motion to Retax**	**JA007225-JA007237**	**100**
03-23-18	**Helix Electric of Nevada, LLC's Responses to APCO Construction's Post-Trial Brief**	**JA006173-JA006193**	**84**
06-24-09	**Helix Electric's Statement of Facts Constituting Lien and Third-Party Complaint**	**JA000001-JA000015**	**1**
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
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

BUILDING #7 Continued....

		Hvac 1st Floor											
275	15020	HVAC Pre-Rock-Line Set Piping	4,202.25	-	1,050.56	-	-	1,050.56	25%	3,151.69	105.06	105.06
276	15020	HVAC FAU Materials	3,361.80	3,361.80	-	-	-	3,361.80	100%	-	-	336.18
277	15020	HVAC Rough Duct	3,361.80	-	-	-	-	-	0%	3,361.80	-	-
278	15020	HVAC Condensor Materials	3,361.80	-	-	-	-	-	0%	3,361.80	-	-
279	15020	HVAC Set Condensers	840.45	-	-	-	-	-	0%	840.45	-	-
280	15020	HVAC Set Trim	840.45	-	-	-	-	-	0%	840.45	-	-
281	15020	HVAC Start-Up	840.45	-	-	-	-	-	0%	840.45	-	-
		Hvac Common Areas and Rooftop										
282	15020	HVAC Pre-Rock-Line Set Piping	151,250.00	-	37,812.50	-	-	37,812.50	25%	113,437.50	3,781.25	3,781.25
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 Condensor 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	-	-
		Plumbing Meter Pedestal										
289	15010	Plumbing Permit	10,173.00	9,969.54	-	-	-	9,969.54	98%	203.46	-	996.95
290	15010	Plumbing Excavation and Backfill	53,200.00	52,136.00	-	-	-	52,136.00	98%	1,064.00	-	5,213.60
291	15010	Plumbing U/G Sanitary Piping	32,207.00	31,562.86	-	-	-	31,562.86	98%	644.14	-	3,156.29
292	15010	Plumbing U/G Storm Piping	37,376.00	36,628.48	-	-	-	36,628.48	98%	747.52	-	3,662.85
293	15010	Plumbing Pre-Cast Structures	13,524.00	13,253.52	-	-	-	13,253.52	98%	270.48	-	1,325.35
294	15010	Plumbing Building Water Service - Fire Protection	128,571.00	74,461.46	-	-	70,956.00	74,461.46	58%	54,109.54	-	7,446.15
		Plumbing 1st Floor										
295	15010	Plumbing A/G Waste & Vent	43,730.00	13,119.00	21,865.00	-	-	34,984.00	80%	8,746.00	2,186.50	3,498.40
296	15010	Plumbing Drains / Carriers	6,207.00	5,586.30	-	-	-	5,586.30	90%	620.70	-	558.63
297	15010	Plumbing Sleeves and Inserts	3,707.00	3,521.65	111.21	-	-	3,632.86	98%	74.14	11.12	363.29
298	15010	Plumbing A/G Storm Piping	5,287.00	1,586.10	1,586.10	-	-	3,172.20	60%	2,114.80	158.81	317.22
299	15010	Plumbing A/G Domestic Water	65,999.00	13,199.80	13,199.80	-	-	26,399.60	40%	39,599.40	1,319.98	2,639.96
300	15010	Plumbing A/G Gas Piping	12,029.00	-	2,405.80	-	-	2,405.80	20%	9,623.20	240.58	240.58
301	15010	Plumbing Tubs & Hook-ups	10,684.00	-	-	-	-	-	0%	10,684.00	-	-
302	15010	Plumbing Fixtures	19,118.00	-	-	-	-	-	0%	19,118.00	-	-
303	15010	Plumbing Equipment	11,672.00	1,167.20	-	-	-	1,167.20	10%	10,504.80	-	116.72
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 - Firestop - Fire Protection	47,103.00	7,545.00	20,622.00	-	-	28,167.00	60%	18,936.00	2,062.20	2,816.70
		Plumbing 2nd Floor										
308	15010	Plumbing A/G Waste & Vent	43,730.00	4,373.00	21,865.00	-	-	26,238.00	60%	17,492.00	2,186.50	2,623.80
309	15010	Plumbing Drains / Carriers	6,207.00	1,241.40	2,482.80	-	-	3,724.20	60%	2,482.80	248.28	372.42
310	15010	Plumbing Sleeves and Inserts	3,707.00	2,965.60	-	-	-	2,965.60	80%	741.40	-	296.56
311	15010	Plumbing A/G Storm Piping	5,287.00	264.35	528.70	-	-	793.05	15%	4,493.95	52.87	79.31
312	15010	Plumbing A/G Domestic Water	65,999.00	13,199.80	13,199.80	-	-	26,399.60	40%	39,599.40	1,319.98	2,639.96
313	15010	Plumbing A/G Gas Piping	12,029.00	-	-	-	-	-	0%	12,029.00	-	-
314	15010	Plumbing Tubs & Hook-ups	10,684.00	-	-	-	-	-	0%	10,684.00	-	-
315	15010	Plumbing Fixtures	19,118.00	-	-	-	-	-	0%	19,118.00	-	-
316	15010	Plumbing Equipment	11,672.00	-	-	-	-	-	0%	11,672.00	-	-
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 - Firestop - Fire Protection	47,103.00	7,545.00	20,622.00	-	-	28,167.00	60%	18,936.00	2,062.20	2,816.70
		Plumbing 3rd Floor										
321	15010	Plumbing A/G Waste & Vent	43,730.00	4,373.00	21,865.00	-	-	26,238.00	60%	17,492.00	2,186.50	2,623.80
322	15010	Plumbing Drains / Carriers	6,207.00	1,241.40	2,482.80	-	-	3,724.20	60%	2,482.80	248.28	372.42
323	15010	Plumbing Sleeves and Inserts	3,707.00	2,965.60	-	-	-	2,965.60	80%	741.40	-	296.56
324	15010	Plumbing A/G Storm Piping	5,287.00	-	1,057.40	-	-	1,057.40	20%	4,229.60	105.74	105.74
325	15010	Plumbing A/G Domestic Water	65,999.00	13,199.80	13,199.80	-	-	26,399.60	40%	39,599.40	1,319.98	2,639.96
326	15010	Plumbing A/G Gas Piping	12,029.00	-	-	-	-	-	0%	12,029.00	-	-
327	15010	Plumbing Tubs & Hook-ups	10,684.00	-	-	-	-	-	0%	10,684.00	-	-
328	15010	Plumbing Fixtures	19,118.00	-	-	-	-	-	0%	19,118.00	-	-

APCO CONSTRUCTION

034910

APCO-TR-EX0004-0065

BUILDING #7 Continued...

328	15010	Plumbing Equipment	11,672.00	-	-	-	-	-	0%	11,672.00	-	-
330	15010	Plumbing Condensate Piping	5,107.00	-	-	-	-	-	0%	5,107.00	-	-
331	15010	Plumbing Testing	3,868.00	-	-	-	-	-	0%	3,868.00	-	-
332	15010	Plumbing Identification	750.00	-	-	-	-	-	0%	750.00	-	-
333	15010	Plumbing Insulation - Firestop - Fire Protection	47,103.00	7,545.00	20,622.00	-	-	28,167.00	60%	18,936.00	2,062.20	2,816.70
		Plumbing 5th Floor										
334	15010	Plumbing A/G Waste & Vent	43,730.00	4,373.00	21,865.00	-	-	26,238.00	60%	17,492.00	2,186.50	2,623.80
335	15010	Plumbing Drains / Carriers	6,207.00	1,241.40	620.70	-	-	1,862.10	30%	4,344.90	62.07	186.21
336	15010	Plumbing Sleeves and Inserts	3,707.00	2,965.60	-	-	-	2,965.60	80%	741.40	-	296.56
337	15010	Plumbing A/G Storm Piping	5,287.00	-	528.70	-	-	528.70	10%	4,758.30	52.87	52.87
338	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
339	15010	Plumbing A/G Gas Piping	12,029.00	-	1,202.90	-	-	1,202.90	10%	10,826.10	120.29	120.29
340	15010	Plumbing Tubs & Hook-ups	10,684.00	-	-	-	-	-	0%	10,684.00	-	-
341	15010	Plumbing Fixtures	19,118.00	-	-	-	-	-	0%	19,118.00	-	-
342	15010	Plumbing Equipment	11,672.00	-	-	-	-	-	0%	11,672.00	-	-
343	15010	Plumbing Condensate Piping	5,107.00	-	-	-	-	-	0%	5,107.00	-	-
344	15010	Plumbing Testing	3,868.00	-	-	-	-	-	0%	3,868.00	-	-
345	15010	Plumbing Identification	750.00	-	-	-	-	-	0%	750.00	-	-
346	15010	Plumbing Insulation - Firestop - Fire Protection	47,103.00	7,545.00	20,622.00	-	-	28,167.00	60%	18,936.00	2,062.20	2,816.70
		Plumbing 6th Floor										
347	15010	Plumbing A/G Waste & Vent	43,730.00	-	8,746.00	-	-	8,746.00	20%	34,984.00	874.60	874.60
348	15010	Plumbing Drains / Carriers	6,207.00	4,344.90	-	-	-	4,344.90	70%	1,862.10	-	434.49
349	15010	Plumbing Sleeves and Inserts	3,707.00	2,965.60	-	-	-	2,965.60	80%	741.40	-	296.56
350	15010	Plumbing A/G Storm Piping	5,287.00	-	528.70	-	-	528.70	10%	4,758.30	52.87	52.87
351	15010	Plumbing A/G Domestic Water	65,999.00	6,599.90	3,299.85	-	-	9,899.85	15%	56,099.15	330.00	989.99
352	15010	Plumbing A/G Gas Piping	12,029.00	-	-	-	-	-	0%	12,029.00	-	-
353	15010	Plumbing Tubs & Hook-ups	10,684.00	-	-	-	-	-	0%	10,684.00	-	-
354	15010	Plumbing Fixtures	19,118.00	-	-	-	-	-	0%	19,118.00	-	-
355	15010	Plumbing Equipment	11,672.00	-	-	-	-	-	0%	11,672.00	-	-
356	15010	Plumbing Condensate Piping	5,107.00	-	-	-	-	-	0%	5,107.00	-	-
357	15010	Plumbing Testing	3,868.00	-	-	-	-	-	0%	3,868.00	-	-
358	15010	Plumbing Identification	750.00	-	-	-	-	-	0%	750.00	-	-
359	15010	Plumbing Insulation - Firestop - Fire Protection	47,103.00	-	28,167.00	-	-	28,167.00	60%	18,936.00	2,816.70	2,816.70
		Plumbing 7th Floor										
360	15010	Plumbing A/G Waste & Vent	43,730.00	-	-	-	-	-	0%	43,730.00	-	-
361	15010	Plumbing Drains / Carriers	6,207.00	2,482.80	-	-	-	2,482.80	40%	3,724.20	-	248.28
362	15010	Plumbing Sleeves and Inserts	3,707.00	2,594.90	-	-	-	2,594.90	70%	1,112.10	-	259.49
363	15010	Plumbing A/G Storm Piping	5,287.00	-	-	-	-	-	0%	5,287.00	-	-
364	15010	Plumbing A/G Domestic Water	65,999.00	6,599.90	-	-	-	6,599.90	10%	59,399.10	-	659.99
365	15010	Plumbing A/G Gas Piping	12,029.00	-	-	-	-	-	0%	12,029.00	-	-
366	15010	Plumbing Tubs & Hook-ups	10,684.00	-	-	-	-	-	0%	10,684.00	-	-
367	15010	Plumbing Fixtures	19,118.00	-	-	-	-	-	0%	19,118.00	-	-
368	15010	Plumbing Equipment	11,672.00	-	-	-	-	-	0%	11,672.00	-	-
369	15010	Plumbing Condensate Piping	5,107.00	-	-	-	-	-	0%	5,107.00	-	-
370	15010	Plumbing Testing	3,868.00	-	-	-	-	-	0%	3,868.00	-	-
371	15010	Plumbing Identification	750.00	-	-	-	-	-	0%	750.00	-	-
372	15010	Plumbing Insulation - Firestop - Fire Protection	47,103.00	-	-	-	-	-	0%	47,103.00	-	-
		Plumbing 7th Floor										
373	15010	Plumbing A/G Waste & Vent	43,730.00	-	-	-	-	-	0%	43,730.00	-	-
374	15010	Plumbing Drains / Carriers	6,207.00	-	-	-	-	-	0%	6,207.00	-	-
375	15010	Plumbing Sleeves and Inserts	3,707.00	2,224.20	-	-	-	2,224.20	60%	1,482.80	-	222.42
376	15010	Plumbing A/G Storm Piping	5,287.00	-	-	-	-	-	0%	5,287.00	-	-
377	15010	Plumbing A/G Domestic Water	65,999.00	-	-	-	-	-	0%	65,999.00	-	-
378	15010	Plumbing A/G Gas Piping	12,029.00	-	-	-	-	-	0%	12,029.00	-	-
379	15010	Plumbing Tubs & Hook-ups	10,684.00	-	-	-	-	-	0%	10,684.00	-	-
380	15010	Plumbing Fixtures	19,118.00	-	-	-	-	-	0%	19,118.00	-	-
381	15010	Plumbing Equipment	11,672.00	-	-	-	-	-	0%	11,672.00	-	-
382	15010	Plumbing Condensate Piping	5,107.00	-	-	-	-	-	0%	5,107.00	-	-
383	15010	Plumbing Testing	3,868.00	-	-	-	-	-	0%	3,868.00	-	-
384	15010	Plumbing Identification	750.00	-	-	-	-	-	0%	750.00	-	-
385	15010	Plumbing Insulation - Firestop - Fire Protection	47,103.00	-	-	-	-	-	0%	47,103.00	-	-

APPLIED CONSTRUCTION
03/29/11

APCO-TR-EX0004-0066

BUILDING #7 Continued....

		Plumbing 6th Floor										
386	15010	Plumbing A/G Waste & Vent	43,730.00	-	-	-	-	-	0%	43,730.00	-	-
387	15010	Plumbing Drains / Carriers	6,207.00	-	-	-	-	-	0%	6,207.00	-	-
388	15010	Plumbing Sleeves and Inserts	3,707.00	-	-	-	-	-	0%	3,707.00	-	-
389	15010	Plumbing A/G Storm Piping	5,287.00	-	-	-	-	-	0%	5,287.00	-	-
390	15010	Plumbing A/G Domestic Water	65,999.00	-	-	-	-	-	0%	65,999.00	-	-
391	15010	Plumbing A/G Gas Piping	12,029.00	-	-	-	-	-	0%	12,029.00	-	-
392	15010	Plumbing Tubs & Hook-ups	10,684.00	-	-	-	-	-	0%	10,684.00	-	-
393	15010	Plumbing Fixtures	19,116.00	-	-	-	-	-	0%	19,116.00	-	-
394	15010	Plumbing Equipment	11,672.00	-	-	-	-	-	0%	11,672.00	-	-
395	15010	Plumbing Condensate Piping	5,107.00	-	-	-	-	-	0%	5,107.00	-	-
396	15010	Plumbing Testing	3,868.00	-	-	-	-	-	0%	3,868.00	-	-
397	15010	Plumbing Identification	750.00	-	-	-	-	-	0%	750.00	-	-
398	15010	Plumbing Insulation - Firestop - Fire Protection	47,103.00	-	-	-	-	-	0%	47,103.00	-	-
		Plumbing 5th Floor										
399	15010	Plumbing A/G Waste & Vent	43,730.00	-	-	-	-	-	0%	43,730.00	-	-
400	15010	Plumbing Drains / Carriers	6,207.00	-	-	-	-	-	0%	6,207.00	-	-
401	15010	Plumbing Sleeves and Inserts	3,707.00	-	-	-	-	-	0%	3,707.00	-	-
402	15010	Plumbing A/G Storm Piping	5,287.00	-	-	-	-	-	0%	5,287.00	-	-
403	15010	Plumbing A/G Domestic Water	65,999.00	-	-	-	-	-	0%	65,999.00	-	-
404	15010	Plumbing A/G Gas Piping	12,029.00	-	-	-	-	-	0%	12,029.00	-	-
405	15010	Plumbing Tubs & Hook-ups	10,684.00	-	-	-	-	-	0%	10,684.00	-	-
406	15010	Plumbing Fixtures	19,116.00	-	-	-	-	-	0%	19,116.00	-	-
407	15010	Plumbing Equipment	11,672.00	-	-	-	-	-	0%	11,672.00	-	-
408	15010	Plumbing Condensate Piping	5,107.00	-	-	-	-	-	0%	5,107.00	-	-
409	15010	Plumbing Testing	3,868.00	-	-	-	-	-	0%	3,868.00	-	-
410	15010	Plumbing Identification	750.00	-	-	-	-	-	0%	750.00	-	-
411	15010	Plumbing Insulation - Firestop - Fire Protection	47,103.00	-	-	-	-	-	0%	47,103.00	-	-
		Electrical										
412	16000	Electrical Engineering	52,700.00	39,506.40	-	-	-	39,506.40	75%	13,193.60	-	3,950.64
413	16000	Electrical Mobilization	28,320.00	28,320.00	-	-	-	28,320.00	100%	-	-	2,832.00
414	16000	Electrical Office Trailer/Admin.	40,800.00	5,916.00	10,000.00	-	-	15,916.00	46%	21,884.00	1,000.00	1,891.60
415	16000	Electrical Proj Engineer, CAD, Proj Assistant	25,500.00	17,367.50	7,000.00	-	-	24,367.50	96%	1,132.50	700.00	2,436.75
416	16000	Electrical Permits	22,100.00	12,390.00	5,000.00	-	-	17,390.00	79%	4,710.00	500.00	1,739.00
417	16000	Electrical Submittals	3,400.00	3,400.00	-	-	-	3,400.00	100%	-	-	340.00
418	16000	Electrical Supervision/Planning/Coordination	40,800.00	30,500.00	6,000.00	-	-	36,500.00	89%	4,300.00	600.00	3,650.00
419	16000	Electrical Light Fixture Package	141,000.00	48,250.00	-	-	-	48,250.00	34%	92,750.00	-	4,825.00
420	16000	Electrical Distribution Package	225,000.00	38,000.00	-	-	38,000.00	38,000.00	17%	187,000.00	-	3,800.00
421	16000	Electrical Low Voltage Systems (FA, CCTV, CA, etc.)	50,000.00	5,000.00	-	-	-	5,000.00	10%	45,000.00	-	500.00
422	16000	Electrical Generator	100,000.00	95,000.00	-	-	-	95,000.00	95%	5,000.00	-	9,500.00
423	16000	Electrical Underslab Branch Conduit & Wire	68,000.00	64,500.00	-	-	-	64,500.00	95%	3,500.00	-	6,450.00
424	16000	Electrical Garage & 1st floor deck conduit/wire	330,000.00	313,500.00	-	-	-	313,500.00	95%	16,500.00	-	31,350.00
425	16000	Electrical 1st Floor Rough Walls/Ceilings	95,500.00	23,875.00	23,875.00	-	-	47,750.00	50%	47,750.00	2,387.50	4,775.00
426	16000	Electrical 1st Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
427	16000	Electrical 2nd Floor Rough Walls/Ceilings	95,500.00	28,650.00	19,100.00	-	900.00	47,750.00	50%	47,750.00	1,910.00	4,775.00
428	16000	Electrical 2nd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
429	16000	Electrical 3rd Floor Rough Walls/Ceilings	95,500.00	20,000.00	18,200.00	-	1,800.00	38,200.00	40%	57,300.00	1,820.00	3,820.00
430	16000	Electrical 3rd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
431	16000	Electrical 4th Floor Rough Walls/Ceilings	95,500.00	20,000.00	18,200.00	-	1,800.00	38,200.00	40%	57,300.00	1,820.00	3,820.00
432	16000	Electrical 4th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
433	16000	Electrical 5th Floor Rough Walls/Ceilings	95,500.00	20,000.00	9,000.00	-	11,000.00	29,000.00	30%	66,500.00	900.00	2,900.00
434	16000	Electrical 5th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
435	16000	Electrical 6th Floor Rough Walls/Ceilings	95,500.00	20,000.00	9,000.00	-	11,000.00	29,000.00	30%	66,500.00	900.00	2,900.00
436	16000	Electrical 6th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
437	16000	Electrical 7th Floor Rough Walls/Ceilings	95,500.00	20,000.00	9,000.00	-	11,000.00	29,000.00	30%	66,500.00	900.00	2,900.00
438	16000	Electrical 7th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
439	16000	Electrical 8th Floor Rough Walls/Ceilings	95,500.00	20,000.00	9,000.00	-	11,000.00	29,000.00	30%	66,500.00	900.00	2,900.00
440	16000	Electrical 8th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
441	16000	Electrical 9th Floor Rough Walls/Ceilings	95,500.00	20,000.00	-	-	20,000.00	20,000.00	21%	75,500.00	-	2,000.00
442	16000	Electrical 9th Floor Device and Fixture Trim	5,000.00	-	-	-	-	-	0%	5,000.00	-	-
443	1000	APCO Construction Contractor Fee	1,588,747.00	659,432.31	68,890.69	-	-	728,323.00	46%	870,424.00	5,885.07	72,832.30

APCO CONSTRUCTION
No. 034912

APCO-TR-EX0004-0067

BUILDING #3

444	2900	Landscaping	60,000.00	-	-	-	-	-	0%	60,000.00	-	-
445	5100	Reinforcing Steel Labor	210,000.00	209,860.50	-	-	-	209,860.50	100%	139.50	-	20,986.05
446	5100	Reinforcing Steel Material	419,122.75	369,122.75	-	-	-	369,122.75	88%	50,000.00	-	36,912.28
447	3300	Concrete Excavate Footings	127,500.00	127,500.00	-	-	-	127,500.00	100%	-	-	12,750.00
448	3300	Concrete Place footings	160,000.00	160,000.00	-	-	-	160,000.00	100%	-	-	16,000.00
449	3300	Concrete Form and Place Walls	300,000.00	300,000.00	-	-	-	300,000.00	100%	-	-	30,000.00
450	3300	Concrete Form and Place Columns	80,000.00	80,000.00	-	-	-	80,000.00	100%	-	-	8,000.00
451	3300	Concrete Place Slab on Grade	160,000.00	152,800.00	4,800.00	-	-	156,800.00	98%	3,200.00	480.00	15,680.00
452	3300	Concrete Form and Place Deck	360,000.00	360,000.00	-	-	-	360,000.00	100%	-	-	36,000.00
453	3300	Lt. Weight concrete (Budget)	146,892.50	20,000.00	-	-	-	20,000.00	14%	126,892.50	-	2,000.00
454	3450	Precast Concrete 1st Floor (Budget)	100,000.00	-	-	25,931.25	25,931.25	25,931.25	26%	74,068.75	2,593.13	2,593.13
455	3450	Precast Concrete 2nd Floor (Budget)	100,000.00	-	-	25,931.25	25,931.25	25,931.25	26%	74,068.75	2,593.13	2,593.13
456	3450	Precast Concrete 3rd Floor (Budget)	100,000.00	-	-	25,931.25	25,931.25	25,931.25	26%	74,068.75	2,593.13	2,593.13
457	3450	Precast Concrete 4th Floor (Budget)	100,000.00	-	-	25,931.25	25,931.25	25,931.25	26%	74,068.75	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 / Shower Pans	100,000.00	-	3,275.00	-	-	3,275.00	3%	97,725.00	327.50	327.50
461	5100	Miscellaneous Steel	91,000.00	-	-	-	-	-	0%	91,000.00	-	-
462	6100	Wood Framing - 1st Level / Labor, Equipt.	199,015.00	199,015.00	-	-	-	199,015.00	100%	-	-	19,901.50
463	6100	Wood Framing - 1st Level / Lumber, Hardwar	245,918.00	245,918.00	-	-	-	245,918.00	100%	-	-	24,591.80
464	6100	Wood Framing - 2nd Level / Labor, Equipt.	177,141.00	177,141.00	-	-	-	177,141.00	100%	-	-	17,714.10
465	6100	Wood Framing - 2nd Level / Lumber, Hardwar	229,547.00	229,547.00	-	-	-	229,547.00	100%	-	-	22,954.70
466	6100	Wood Framing - 3rd Level / Labor, Equipt.	177,141.00	177,138.00	-	-	-	177,138.00	100%	3.00	-	17,713.80
467	6100	Wood Framing - 3rd Level / Lumber, Hardwar	226,039.00	226,039.00	-	-	-	226,039.00	100%	-	-	22,603.90
468	6100	Wood Framing - 4th Level / Labor, Equipt.	162,032.00	162,032.00	-	-	-	162,032.00	100%	-	-	16,203.20
469	6100	Wood Framing - 4th Level / Lumber, Hardwar	146,941.00	146,941.00	-	-	-	146,941.00	100%	-	-	14,694.10
470	6100	Wood Framing - Roof Level/ Labor, Equipt.	61,646.00	61,646.00	-	-	-	61,646.00	100%	-	-	6,164.60
471	6100	Wood Framing - Roof Level/ Lumber, Trusses	179,580.00	179,580.00	-	-	-	179,580.00	100%	-	-	17,958.00
472	6200	Finish Carpentry (Budget)	600,000.00	8,335.00	-	-	-	8,335.00	1%	591,665.00	-	833.50
473	7220	Insulation - Fire Caulking	91,800.00	4,590.00	37,545.00	-	-	42,135.00	46%	49,665.00	3,754.50	4,213.50
474	7720	Roofing	220,000.00	134,077.30	15,773.80	-	-	149,851.10	68%	70,148.90	1,577.38	14,985.11
475	7190	Waterproofing	59,475.00	46,169.73	-	-	-	46,169.73	78%	13,305.27	-	4,616.97
476	7240	Stucco	396,700.00	-	19,577.50	-	-	19,577.50	5%	377,122.50	1,957.75	1,957.75
477	8560	Windows	254,000.00	238,172.00	-	-	-	238,172.00	94%	15,828.00	-	23,817.20
478	9200	Drywall -Demolaes	1,054,050.00	342,500.00	145,000.00	-	-	487,500.00	46%	566,550.00	14,500.00	48,750.00
479	9600	Flooring	300,000.00	-	-	-	-	-	0%	300,000.00	-	-
480	9900	Painting	353,118.50	-	-	-	-	-	0%	353,118.50	-	-
481	11000	Appliances(Budget)	112,000.00	-	-	-	-	-	0%	112,000.00	-	-
482	14200	Elevators	274,926.00	72,500.00	-	119,856.00	192,356.00	192,356.00	70%	82,570.00	11,985.60	19,235.60
483	1505	Mechanical Mobilization	12,500.00	12,000.00	-	-	-	12,000.00	96%	500.00	-	1,200.00
484	1330	Mechanical Submittals	1,125.00	1,125.00	-	-	-	1,125.00	100%	-	-	112.50
485	1310	Mechanical General Conditions	1,773.75	1,206.15	-	-	-	1,206.15	68%	567.60	-	120.62
486	1780	Mechanical Close-out Documents	1,000.00	-	-	-	-	-	0%	1,000.00	-	-
		HVAC 1st Floor										
487	15020	HVAC Permit	5,250.00	5,250.00	-	-	-	5,250.00	100%	-	-	525.00
488	15020	HVAC Pre-Rock-Line Set Piping	24,618.40	24,618.40	-	-	-	24,618.40	100%	-	-	2,461.84
489	15020	HVAC FAU Materials	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
490	15020	HVAC Rough Duct	19,694.72	-	-	-	-	-	0%	19,694.72	-	-
491	15020	HVAC Condenser Materials	19,694.72	-	-	19,694.72	19,694.72	19,694.72	100%	-	1,969.47	1,969.47
492	15020	HVAC Set Condensers	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
493	15020	HVAC Set Trim	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
494	15020	HVAC Start-Up	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
		HVAC 2nd Floor										
495	15020	HVAC Pre-Rock-Line Set Piping	24,618.40	18,463.80	6,154.60	-	-	24,618.40	100%	-	615.46	2,461.84
496	15020	HVAC FAU Materials	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
497	15020	HVAC Rough Duct	19,694.72	-	-	-	-	-	0%	19,694.72	-	-
498	15020	HVAC Condensor Materials	19,694.72	-	-	19,694.72	19,694.72	19,694.72	100%	-	1,969.47	1,969.47
499	15020	HVAC Set Condensers	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
500	15020	HVAC Set Trim	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
501	15020	HVAC Start-Up	4,923.68	-	-	-	-	-	0%	4,923.68	-	-

APCO CONSTRUCTION
" 034913
APCO-TR-EX0004-0068
JA001952

BUILDING #8 Continued...

		HVAC 3rd Floor										
502	15020	HVAC Pre-Rock-Line Set Piping	24,618.40	18,463.80	6,154.60	-	-	24,618.40	100%	-	615.46	2,461.84
503	15020	HVAC FAU Materials	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
504	15020	HVAC Rough Duct	19,694.72	-	-	-	-	-	0%	19,694.72	-	-
505	15020	HVAC Condensor Materials	19,694.72	-	-	19,694.72	19,694.72	19,694.72	100%	-	1,969.47	1,969.47
506	15020	HVAC Set Condensers	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
507	15020	HVAC Set Trim	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
508	15020	HVAC Start-Up	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
		HVAC 4th Floor										
509	15020	HVAC Pre-Rock-Line Set Piping	24,618.40	18,463.80	6,154.60	-	-	24,618.40	100%	-	615.46	2,461.84
510	15020	HVAC FAU Materials	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
511	15020	HVAC Rough Duct	19,694.72	-	-	-	-	-	0%	19,694.72	-	-
512	15020	HVAC Condensor Materials	19,694.72	-	-	19,694.72	19,694.72	19,694.72	100%	-	1,969.47	1,969.47
513	15020	HVAC Set Condensers	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
514	15020	HVAC Set Trim	4,923.69	-	-	-	-	-	0%	4,923.68	-	-
515	15020	HVAC Start-Up	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
		HVAC Common Areas and Rooftop										
516	15020	HVAC Pre-Rock-Line Set Piping	31,688.87	-	-	-	-	-	0%	31,688.87	-	-
517	15020	HVAC FAU Materials	25,351.13	25,351.13	-	-	-	25,351.13	100%	-	-	2,535.11
518	15020	HVAC Rough Duct	25,351.13	-	-	-	-	-	0%	25,351.13	-	-
519	15020	HVAC Condensor Materials	25,351.13	-	-	-	-	-	0%	25,351.13	-	-
520	15020	HVAC Set Condensers	6,337.78	-	-	-	-	-	0%	6,337.78	-	-
521	15020	HVAC Set Trim	6,337.78	-	-	-	-	-	0%	6,337.78	-	-
522	15020	HVAC Start-Up	6,337.78	-	-	-	-	-	0%	6,337.78	-	-
		Plumbing Basic Permit										
523	15010	Plumbing Permit	9,535.00	8,364.30	-	-	-	8,364.30	98%	170.70	-	836.43
524	15010	Plumbing Excavation and Backfill	62,400.00	61,152.00	-	-	-	61,152.00	98%	1,248.00	-	6,115.20
525	15010	Plumbing UAG Sanitary Piping	25,935.00	25,416.30	-	-	-	25,416.30	98%	518.70	-	2,541.63
526	15010	Plumbing UAG Storm Piping	6,285.00	6,159.30	-	-	-	6,159.30	98%	125.70	-	615.93
527	15010	Plumbing Pre-Cast Structures - Fireprotection	84,126.00	6,945.44	-	-	-	6,945.44	11%	75,182.56	-	694.54
		Plumbing 1st Floor										
528	15010	Plumbing A/G Waste & Vent	73,093.00	69,438.35	2,192.79	-	-	71,631.14	98%	1,461.86	219.28	7,163.11
529	15010	Plumbing Drains / Carriers	7,232.50	6,870.89	216.98	-	-	7,087.87	98%	144.63	21.70	708.79
530	15010	Plumbing Sleeves and Inserts	55,963.00	53,164.85	1,678.89	-	-	54,843.74	98%	1,119.26	167.89	5,484.37
531	15010	Plumbing A/G Storm Piping	18,476.00	17,552.20	554.28	-	-	18,106.48	98%	369.52	55.43	1,810.65
532	15010	Plumbing A/G Domestic Water	79,331.00	75,364.45	2,379.93	-	-	77,744.38	98%	1,586.62	237.99	7,774.44
533	15010	Plumbing A/G Gas Piping	31,071.00	27,963.90	2,485.68	-	-	30,449.58	98%	621.42	248.57	3,044.95
534	15010	Plumbing Tubs & Hook-ups	37,040.00	27,780.00	3,704.00	-	-	31,484.00	85%	5,556.00	370.40	3,148.40
535	15010	Plumbing Fixtures	55,513.00	13,878.25	-	-	-	13,878.25	25%	41,634.75	-	1,387.83
536	15010	Plumbing Equipment	15,975.00	7,987.50	1,597.50	-	-	9,585.00	60%	6,390.00	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	8,966.00	6,852.60	856.60	-	-	7,709.40	90%	856.60	85.66	770.94
539	15010	Plumbing Identification	2,112.00	-	-	-	-	-	0%	2,112.00	-	-
540	15010	Plumbing Insulation - Plumbing - Fire Protection	97,620.00	84,364.00	3,036.00	-	-	87,400.00	90%	10,220.00	303.60	8,740.00
		Plumbing 2nd Floor										
541	15010	Plumbing A/G Waste & Vent	73,093.00	69,438.35	2,192.79	-	-	71,631.14	98%	1,461.86	219.28	7,163.11
542	15010	Plumbing Drains / Carriers	7,232.50	6,870.89	216.98	-	-	7,087.87	98%	144.64	21.70	708.79
543	15010	Plumbing A/G Storm Piping	18,476.00	17,552.20	554.28	-	-	18,106.48	98%	369.52	55.43	1,810.65
544	15010	Plumbing A/G Domestic Water	79,331.00	71,397.90	5,346.48	-	-	77,744.38	98%	1,586.62	534.65	7,774.44
545	15010	Plumbing A/G Gas Piping	31,071.00	27,963.90	2,485.68	-	-	30,449.58	98%	621.42	248.57	3,044.95
546	15010	Plumbing Tubs & Hook-ups	37,040.00	33,336.00	-	-	-	33,336.00	90%	3,704.00	-	3,333.60
547	15010	Plumbing Fixtures	55,513.00	-	-	-	-	-	0%	55,513.00	-	-
548	15010	Plumbing Equipment	15,975.00	7,987.50	-	-	-	7,987.50	50%	7,987.50	-	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	8,966.00	5,139.60	2,569.80	-	-	7,709.40	90%	856.60	256.98	770.94
551	15010	Plumbing Identification	2,112.00	-	-	-	-	-	0%	2,112.00	-	-
552	15010	Plumbing Insulation - Fireplop - Fire Protection	97,620.00	88,135.80	4,048.80	-	-	92,183.80	94%	5,436.20	404.80	9,218.38

APCO CONSTRUCTION
" 034914
APCO-TR-EX0004-0069
JA001953

BUILDING #8 Continued...

		Plumbing 2nd Floor										
553	15010	Plumbing A/G Waste & Vent	73,093.00	62,129.05	7,309.30	-	-	69,438.35	95%	3,654.65	730.93	6,943.84
554	15010	Plumbing Drains / Carriers	7,232.50	6,509.25	578.60	-	-	7,087.85	98%	144.65	57.86	708.79
555	15010	Plumbing A/G Storm Piping	18,476.00	15,704.60	1,847.60	-	-	17,552.20	95%	923.80	184.76	1,755.22
556	15010	Plumbing A/G Domestic Water	78,331.00	63,464.80	11,899.65	-	-	75,364.45	95%	3,966.55	1,189.97	7,536.45
557	15010	Plumbing A/G Gas Piping	31,071.00	23,303.25	4,660.65	-	-	27,963.90	90%	3,107.10	466.07	2,796.39
558	15010	Plumbing Tubs & Hook-ups	37,040.00	16,520.00	7,408.00	-	-	25,928.00	70%	11,112.00	740.80	2,592.80
559	15010	Plumbing Fixtures	55,513.00	5,551.30	-	-	-	5,551.30	10%	49,961.70	-	555.13
560	15010	Plumbing Equipment	15,975.00	7,987.50	-	-	-	7,987.50	50%	7,987.50	-	798.75
561	15010	Plumbing Condensate Piping	5,584.00	5,025.60	-	-	-	5,025.60	90%	558.40	-	502.56
562	15010	Plumbing Testing	8,566.00	3,426.40	-	-	-	3,426.40	40%	5,139.60	-	342.64
563	15010	Plumbing Identification	2,112.00	-	-	-	-	-	0%	2,112.00	-	-
564	15010	Plumbing Insulation - Firestop - Fire Protection	97,620.00	65,893.00	4,048.00	-	-	69,941.00	72%	27,679.00	404.80	6,994.10
		Plumbing 4th Floor										
565	15010	Plumbing A/G Waste & Vent	73,093.00	65,783.70	5,847.44	-	-	71,631.14	98%	1,461.86	584.74	7,163.11
566	15010	Plumbing Drains / Carriers	7,232.50	6,509.25	578.60	-	-	7,087.85	98%	144.65	57.86	708.79
567	15010	Plumbing A/G Storm Piping	18,476.00	15,704.60	1,847.60	-	-	17,552.20	95%	923.80	184.76	1,755.22
568	15010	Plumbing A/G Domestic Water	78,331.00	11,899.65	63,464.80	-	-	75,364.45	95%	3,966.55	6,346.48	7,535.45
569	15010	Plumbing A/G Gas Piping	31,071.00	3,107.10	24,856.80	-	-	27,963.90	90%	3,107.10	2,485.68	2,796.39
570	15010	Plumbing Tubs & Hook-ups	37,040.00	7,408.00	14,816.00	-	-	22,224.00	60%	14,816.00	1,481.60	2,222.40
571	15010	Plumbing Fixtures	55,513.00	5,551.30	-	-	-	5,551.30	10%	49,961.70	-	555.13
572	15010	Plumbing Equipment	15,975.00	3,993.75	-	-	-	3,993.75	25%	11,981.25	-	399.38
573	15010	Plumbing Condensate Piping	5,584.00	5,025.60	446.72	-	-	5,472.32	98%	111.68	44.67	547.23
574	15010	Plumbing Testing	8,566.00	2,569.80	5,139.60	-	-	7,709.40	90%	856.60	513.96	770.94
575	15010	Plumbing Identification	2,112.00	-	-	-	-	-	0%	2,112.00	-	-
576	15010	Plumbing Insulation - Firestop - Fire Protection	97,620.00	13,917.20	78,465.00	-	-	89,382.20	92%	8,237.80	7,846.50	8,938.22
		Electrical										
577	16000	Electrical Engineering	29,459.00	22,096.80	-	-	-	22,096.80	75%	7,353.20	-	2,209.68
578	16000	Electrical Mobilization	15,840.00	15,840.00	-	-	-	15,840.00	100%	-	-	1,584.00
579	16000	Electrical Office Trailer/Admin	22,800.00	7,403.00	-	-	-	7,403.00	32%	15,397.00	-	740.30
580	16000	Electrical Prel Engineer, CAD, Prel Assistant	14,260.00	12,735.00	-	-	-	12,735.00	89%	1,515.00	-	1,273.50
581	16000	Electrical Permits	12,350.00	6,930.00	-	-	-	6,930.00	56%	5,420.00	-	693.00
582	16000	Electrical Submittals	1,900.00	1,900.00	-	-	-	1,900.00	100%	-	-	190.00
583	16000	Electrical Supervision/Planning/Coordination	22,600.00	16,650.00	-	-	-	16,650.00	74%	5,950.00	-	1,665.00
584	16000	Electrical Light Fixture Package	106,000.00	53,436.00	-	-	-	53,436.00	50%	52,564.00	-	5,343.60
585	16000	Electrical Distribution Package	83,000.00	70,500.00	-	-	-	70,500.00	85%	12,500.00	-	7,050.00
586	16000	Electrical Low Voltage Systems (FA, CCTV, CA, etc)	93,928.00	45,808.00	5,936.00	-	-	52,744.00	56%	41,184.00	593.60	5,274.40
587	16000	Electrical Underslab Branch Conduit & Wire	85,000.00	76,500.00	-	-	-	76,500.00	90%	8,500.00	-	7,650.00
588	16000	Electrical Garage & 1st floor deck conduit/wire	400,000.00	380,000.00	-	-	-	380,000.00	95%	20,000.00	-	38,000.00
589	16000	Electrical 1st Floor Rough Walls/Ceilings	75,000.00	67,750.00	-	-	-	67,750.00	90%	7,250.00	-	6,775.00
590	16000	Electrical 1st Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
591	16000	Electrical 2nd Floor Rough Walls/Ceilings	75,000.00	67,750.00	-	-	-	67,750.00	90%	7,250.00	-	6,775.00
592	16000	Electrical 2nd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
593	16000	Electrical 3rd Floor Rough Walls/Ceilings	75,000.00	67,750.00	-	-	-	67,750.00	90%	7,250.00	-	6,775.00
594	16000	Electrical 3rd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
595	16000	Electrical 4th Floor Rough Walls/Ceilings	75,000.00	67,750.00	-	-	-	67,750.00	90%	7,250.00	-	6,775.00
596	16000	Electrical 4th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
597	1000	APCO Construction Contractor Fee	874,315.00	480,135.40	55,821.96	-	-	535,757.36	61%	338,557.64	5,582.20	53,575.74
BUILDING #9												
598	2000	Landscaping	60,000.00	-	-	-	-	-	0%	60,000.00	-	-
599	5100	Reinforcing Steel Labor	210,000.00	209,860.50	-	-	-	209,860.50	100%	139.50	-	20,986.05
600	5100	Reinforcing Steel Material	419,122.75	419,122.75	-	-	-	419,122.75	100%	-	-	41,912.28
601	3300	Concrete Excavate Footings	127,500.00	127,500.00	-	-	-	127,500.00	100%	-	-	12,750.00
602	3300	Concrete Place footings	160,000.00	160,000.00	-	-	-	160,000.00	100%	-	-	16,000.00
603	3300	Concrete Form and Place Walls	300,000.00	300,000.00	-	-	-	300,000.00	100%	-	-	30,000.00
604	3300	Concrete Form and Place Columns	90,000.00	90,000.00	-	-	-	90,000.00	100%	-	-	9,000.00
605	3300	Concrete Place Slab on Grade	160,000.00	160,000.00	-	-	-	160,000.00	100%	-	-	16,000.00
606	3300	Concrete Form and Place Deck	360,000.00	360,000.00	-	-	-	360,000.00	100%	-	-	36,000.00
607	3300	Lt. Weight concrete (Budget)	146,892.50	20,000.00	-	-	-	20,000.00	14%	126,892.50	-	2,000.00
608	3450	Precast Concrete 1st Floor (Budget)	100,000.00	-	-	25,931.25	25,931.25	25,931.25	26%	74,068.75	2,593.13	2,593.13
609	3450	Precast Concrete 2nd Floor (Budget)	100,000.00	-	-	25,931.25	25,931.25	25,931.25	26%	74,068.75	2,593.13	2,593.13
610	3450	Precast Concrete 3rd Floor (Budget)	100,000.00	-	-	25,931.25	25,931.25	25,931.25	26%	74,068.75	2,593.13	2,593.13
611	3450	Precast Concrete 4th Floor (Budget)	100,000.00	-	-	25,931.25	25,931.25	25,931.25	26%	74,068.75	2,593.13	2,593.13

APCO CONSTRUCTION
" 034915
APCO-TR-EX0004-0070
JA001954

BUILDING #9 Continued...

612	4100	Masonry CMU	249,300.00	236,134.60	12,465.00	-	-	248,599.60	100%	711.00	1,246.50	24,859.90
613	4100	Masonry Thin Brick Veneer	310,700.00	-	-	-	-	-	0%	310,700.00	-	-
614	5415	Granite / Marble / Shower Pans	100,000.00	-	11,515.00	-	-	11,515.00	12%	88,485.00	1,151.50	1,151.50
615	5100	Miscellaneous Steel	91,000.00	-	-	-	-	-	0%	91,000.00	-	-
616	6100	Framing - 1st Level / Labor, Equipt	199,015.00	199,015.00	-	-	-	199,015.00	100%	-	-	19,901.50
617	6100	Framing - 1st Level / Lumber, Hardwair	245,918.00	245,918.00	-	-	-	245,918.00	100%	-	-	24,591.80
618	6100	Framing - 2nd Level / Labor, Equipt	177,141.00	177,141.00	-	-	-	177,141.00	100%	-	-	17,714.10
619	6100	Framing - 2nd Level / Lumber, Hardwair	229,547.00	229,547.00	-	-	-	229,547.00	100%	-	-	22,954.70
620	6100	Framing - 3rd Level / Labor, Equipt	177,141.00	177,141.00	-	-	-	177,141.00	100%	-	-	17,714.10
621	6100	Framing - 3rd Level / Lumber, Hardwair	226,039.00	226,039.00	-	-	-	226,039.00	100%	-	-	22,603.90
622	6100	Framing - 4th Level / Labor, Equipt	162,032.00	162,032.00	-	-	-	162,032.00	100%	-	-	16,203.20
623	6100	Framing - 4th Level / Lumber, Hardwair	146,941.00	146,941.00	-	-	-	146,941.00	100%	-	-	14,694.10
624	6100	Framing - Roof Level / Labor, Equipt	61,646.00	61,646.00	-	-	-	61,646.00	100%	-	-	6,164.60
625	6100	Framing - Roof Level / Lumber, Trusses	179,580.00	179,580.00	-	-	-	179,580.00	100%	-	-	17,958.00
626	6200	Finish Carpentry (Budget)	600,000.00	8,335.00	32,628.25	-	-	40,883.25	7%	559,136.75	3,252.83	4,086.33
627	7220	Insulation - Fire Caulking	91,600.00	4,590.00	37,545.00	-	-	42,135.00	46%	49,665.00	3,754.50	4,213.50
628	7720	Roofing	220,020.00	134,077.30	15,773.80	-	107,281.84	149,851.10	68%	70,168.90	1,577.38	14,985.11
629	7100	Waterproofing	59,475.00	45,169.73	-	-	-	45,169.73	76%	13,305.27	-	4,516.97
630	7240	Stucco	396,700.00	-	58,732.50	-	-	58,732.50	15%	337,967.50	5,873.25	5,873.25
631	8560	Windows - Material Only	254,000.00	238,172.00	-	-	8,172.00	238,172.00	94%	15,828.00	-	23,817.20
632	7200	Drywall -Demolition	1,054,050.00	322,500.00	145,000.00	-	100,000.00	467,500.00	44%	586,550.00	14,500.00	46,750.00
633	9600	Flooring	300,000.00	-	-	-	-	-	0%	300,000.00	-	-
634	9900	Painting	353,117.50	-	-	-	-	-	0%	353,117.50	-	-
635	11000	Appliances(Budget)	112,000.00	-	-	-	-	-	0%	112,000.00	-	-
636	14200	Elevators	274,626.00	72,500.00	-	-	72,500.00	72,500.00	26%	202,126.00	-	7,250.00
637	1500	Mechanical Mobilization	12,500.00	10,500.00	-	-	-	10,500.00	84%	2,000.00	-	1,050.00
638	1330	Mechanical Submittals	1,125.00	1,125.00	-	-	-	1,125.00	100%	-	-	112.50
639	1310	Mechanical General Conditions	1,773.75	1,206.15	-	-	-	1,206.15	68%	567.60	-	120.62
640	1780	Mechanical Close-out Documents	1,000.00	-	-	-	-	-	0%	1,000.00	-	-
		HVAC 1st Floor										
641	15020	HVAC Permit	5,250.00	5,250.00	-	-	-	5,250.00	100%	-	-	525.00
642	15020	HVAC Pre-Rock-Line Set Piping	24,618.40	24,618.40	-	-	-	24,618.40	100%	-	-	2,461.84
643	15020	HVAC FAU Materials	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
644	15020	HVAC Rough Duct	19,694.72	-	4,923.68	-	-	4,923.68	25%	14,771.04	492.37	492.37
645	15020	HVAC Condensor Materials	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
646	15020	HVAC Set Condensers	4,923.68	-	3,938.94	-	-	3,938.94	80%	984.74	393.89	393.89
647	15020	HVAC Set Trim	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
648	15020	HVAC Start-Up	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
		HVAC 2nd Floor										
649	15020	HVAC Pre-Rock-Line Set Piping	24,618.40	24,618.40	-	-	-	24,618.40	100%	-	-	2,461.84
650	15020	HVAC FAU Materials	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
651	15020	HVAC Rough Duct	19,694.72	-	-	-	-	-	0%	19,694.72	-	-
652	15020	HVAC Condensor Materials	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
653	15020	HVAC Set Condensers	4,923.68	-	3,938.94	-	-	3,938.94	80%	984.74	393.89	393.89
654	15020	HVAC Set Trim	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
655	15020	HVAC Start-Up	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
		HVAC 3rd Floor										
656	15020	HVAC Pre-Rock-Line Set Piping	24,618.40	24,618.40	-	-	-	24,618.40	100%	-	-	2,461.84
657	15020	HVAC FAU Materials	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
658	15020	HVAC Rough Duct	19,694.72	-	-	-	-	-	0%	19,694.72	-	-
659	15020	HVAC Condensor Materials	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
660	15020	HVAC Set Condensers	4,923.68	-	3,938.94	-	-	3,938.94	80%	984.74	393.89	393.89
661	15020	HVAC Set Trim	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
662	15020	HVAC Start-Up	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
		HVAC 4th Floor										
663	15020	HVAC Pre-Rock-Line Set Piping	24,618.40	24,618.40	-	-	-	24,618.40	100%	-	-	2,461.84
664	15020	HVAC FAU Materials	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
665	15020	HVAC Rough Duct	19,694.72	-	-	-	-	-	0%	19,694.72	-	-
666	15020	HVAC Condensor Materials	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
667	15020	HVAC Set Condensers	4,923.68	-	3,938.94	-	-	3,938.94	80%	984.74	393.89	393.89
668	15020	HVAC Set Trim	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
669	15020	HVAC Start-Up	4,923.68	-	-	-	-	-	0%	4,923.68	-	-

APCO CONSTRUCTION 03916

APCO-TR-EX0004-0071

BUILDING #3 Continued...

		HVAC Common Area and Roofing											
670	15020	HVAC Pre-Rock-Line Set Piping	31,688.87	7,922.22	7,922.22	-	-	15,844.44	50%	15,844.43	792.22	1,584.44
671	15020	HVAC FAU Materials	25,351.13	25,351.13	-	-	-	25,351.13	100%	-	-	2,535.11
672	15020	HVAC Rough Duct	25,351.13	-	-	-	-	-	0%	25,351.13	-	-
673	15020	HVAC Condenser Materials	25,351.13	-	-	-	-	-	0%	25,351.13	-	-
674	15020	HVAC Set Condensers	6,337.78	-	-	-	-	-	0%	6,337.78	-	-
675	15020	HVAC Set Trim	6,337.78	-	-	-	-	-	0%	6,337.78	-	-
676	15020	HVAC Start-Up	6,337.78	-	-	-	-	-	0%	6,337.78	-	-
		Plumbing Exterior Portions										
677	15010	Plumbing Permit	8,535.00	8,364.30	-	-	-	8,364.30	98%	170.70	-	836.43
678	15010	Plumbing Excavation and Backfill	62,400.00	61,152.00	-	-	-	61,152.00	98%	1,248.00	-	6,115.20
679	15010	Plumbing U/G Sanitary Piping	25,935.00	25,416.30	-	-	-	25,416.30	98%	518.70	-	2,541.63
680	15010	Plumbing U/G Storm Piping	6,285.00	6,159.30	-	-	-	6,159.30	98%	125.70	-	615.93
681	15010	Plumbing Pre-Cast Structures - Fireprotection	84,128.00	8,945.44	-	-	-	8,945.44	11%	75,182.56	-	894.54
		Plumbing 1st Floor										
682	15010	Plumbing A/G Waste & Vent	73,093.00	69,436.35	2,192.79	-	-	71,631.14	98%	1,461.86	219.28	7,163.11
683	15010	Plumbing Drains / Carriers	7,232.50	6,870.88	216.98	-	-	7,087.87	98%	144.63	21.70	708.79
684	15010	Plumbing Sleeves and Inserts	55,963.00	53,164.85	1,678.89	-	-	54,843.74	98%	1,119.26	167.89	5,484.37
685	15010	Plumbing A/G Storm Piping	18,476.00	17,552.20	554.28	-	-	18,106.48	98%	369.52	55.43	1,810.65
686	15010	Plumbing A/G Domestic Water	79,331.00	75,364.45	2,379.93	-	-	77,744.38	98%	1,586.62	237.99	7,774.44
687	15010	Plumbing A/G Gas Piping	31,071.00	29,517.45	932.13	-	-	30,449.58	98%	621.42	93.21	3,044.96
688	15010	Plumbing Tubs & Hook-ups	37,040.00	27,780.00	3,704.00	-	-	31,484.00	85%	5,556.00	370.40	3,146.40
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	-	798.75
691	15010	Plumbing Condensate Piping	5,584.00	5,025.60	446.72	-	-	5,472.32	98%	111.68	44.67	547.23
692	15010	Plumbing Testing	8,566.00	4,711.30	3,426.40	-	-	8,137.70	95%	428.30	342.64	813.77
693	15010	Plumbing Identification	2,112.00	-	-	-	-	-	0%	2,112.00	-	-
694	15010	Plumbing Insulation - Fireplug - Fire Protection	97,620.00	82,929.00	4,048.00	-	-	86,977.00	89%	10,643.00	404.80	8,697.70
		Plumbing 2nd Floor										
695	15010	Plumbing A/G Waste & Vent	73,093.00	69,436.35	2,192.79	-	-	71,631.14	98%	1,461.86	219.28	7,163.11
696	15010	Plumbing Drains / Carriers	7,232.50	6,870.88	216.98	-	-	7,087.86	98%	144.64	21.70	708.79
697	15010	Plumbing A/G Storm Piping	18,476.00	16,628.40	1,478.08	-	-	18,106.48	98%	369.52	147.81	1,810.65
698	15010	Plumbing A/G Domestic Water	79,331.00	71,397.90	6,346.48	-	-	77,744.38	98%	1,586.62	634.65	7,774.44
699	15010	Plumbing A/G Gas Piping	31,071.00	24,856.80	4,660.65	-	-	29,517.45	95%	1,553.55	466.07	2,951.75
700	15010	Plumbing Tubs & Hook-ups	37,040.00	25,928.00	7,408.00	-	-	33,336.00	90%	3,704.00	740.80	3,333.60
701	15010	Plumbing Fixtures	55,513.00	-	-	-	-	-	0%	55,513.00	-	-
702	15010	Plumbing Equipment	15,975.00	7,987.50	-	-	-	7,987.50	50%	7,987.50	-	798.75
703	15010	Plumbing Condensate Piping	5,584.00	5,025.60	446.72	-	-	5,472.32	98%	111.68	44.67	547.23
704	15010	Plumbing Testing	8,566.00	4,711.30	3,426.40	-	-	8,137.70	95%	428.30	342.64	813.77
705	15010	Plumbing Identification	2,112.00	-	-	-	-	-	0%	2,112.00	-	-
706	15010	Plumbing Insulation - Fireplug - Fire Protection	97,620.00	87,853.00	3,036.00	-	-	90,889.00	93%	6,831.00	303.60	9,088.90
		Plumbing 3rd Floor										
707	15010	Plumbing A/G Waste & Vent	73,093.00	65,743.70	5,847.44	-	-	71,631.14	98%	1,461.86	584.74	7,163.11
708	15010	Plumbing Drains / Carriers	7,232.50	5,786.00	1,084.88	-	-	6,870.88	95%	361.62	108.49	687.09
709	15010	Plumbing A/G Storm Piping	18,476.00	11,085.60	5,542.80	-	-	16,628.40	90%	1,847.60	554.28	1,662.84
710	15010	Plumbing A/G Domestic Water	79,331.00	55,531.70	15,865.20	-	-	71,397.90	90%	7,933.10	1,586.62	7,139.79
711	15010	Plumbing A/G Gas Piping	31,071.00	20,196.15	7,767.75	-	-	27,963.90	90%	3,107.10	776.78	2,796.39
712	15010	Plumbing Tubs & Hook-ups	37,040.00	22,224.00	7,408.00	-	-	29,632.00	80%	7,408.00	740.80	2,963.20
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	5,584.00	5,025.60	446.72	-	-	5,472.32	98%	111.68	44.67	547.23
716	15010	Plumbing Testing	8,566.00	3,854.70	2,569.80	-	-	6,424.50	75%	2,141.50	256.98	642.45
717	15010	Plumbing Identification	2,112.00	-	-	-	-	-	0%	2,112.00	-	-
718	15010	Plumbing Insulation - Fireplug - Fire Protection	97,620.00	76,423.00	4,048.00	-	-	82,471.00	84%	15,149.00	404.80	8,247.10

APCO CONSTRUCTION
036917

APCO-TR-EX0004-0072

BUILDING #9 Continued...

		Plumbing										
719	15010	Plumbing A/G Waste & Vent	73,093.00	51,165.10	18,273.25	-	-	69,438.35	95%	3,654.65	1,827.33	5,943.84
720	15010	Plumbing Drains / Carriers	7,232.50	5,062.75	1,808.13	-	-	6,870.88	95%	361.62	180.81	587.09
721	15010	Plumbing A/G Storm Piping	18,476.00	12,933.20	4,619.00	-	-	17,552.20	95%	923.80	461.90	1,755.22
722	15010	Plumbing A/G Domestic Water	79,331.00	55,531.70	19,832.75	-	-	75,364.45	95%	3,966.55	1,983.28	7,536.45
723	15010	Plumbing A/G Gas Piping	31,071.00	-	27,963.90	-	-	27,963.90	90%	3,107.10	2,798.39	2,796.39
724	15010	Plumbing Tube & Hook-ups	37,040.00	22,224.00	11,112.00	-	-	33,336.00	90%	3,704.00	1,111.20	3,333.60
725	15010	Plumbing Fixtures	55,513.00	11,102.60	-	-	-	11,102.60	20%	44,410.40	-	1,110.26
726	15010	Plumbing Equipment	16,975.00	4,792.50	-	-	-	4,792.50	30%	11,182.50	-	479.25
727	15010	Plumbing Condensate Piping	5,584.00	5,025.60	446.72	-	-	5,472.32	98%	111.68	44.67	547.23
728	15010	Plumbing Testing	8,566.00	3,426.40	3,426.40	-	-	6,852.80	80%	1,713.20	342.64	685.28
729	15010	Plumbing Identification	2,112.00	-	-	-	-	-	0%	2,112.00	-	-
730	15010	Plumbing Insulation - Fireplug - Fire Protection	97,630.00	84,456.00	4,048.00	-	-	88,546.00	91%	9,074.00	404.80	8,854.60
		Electrical										
731	16000	Electrical Engineering	29,490.00	22,096.80	-	-	-	22,096.80	75%	7,393.20	-	2,209.68
732	16000	Electrical Mobilization	15,840.00	15,840.00	-	-	-	15,840.00	100%	-	-	1,584.00
733	16000	Electrical Office Trailer/Admin.	22,800.00	12,403.00	-	-	-	12,403.00	54%	10,397.00	-	1,240.30
734	16000	Electrical Proj Engineer, CAD, Proj Assistant	14,250.00	8,735.00	-	-	-	8,735.00	61%	5,515.00	-	873.50
735	16000	Electrical Permits	12,350.00	6,930.00	-	-	-	6,930.00	56%	5,420.00	-	693.00
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 Light 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, n/c)	93,928.00	45,808.00	5,936.00	-	-	52,744.00	56%	41,184.00	693.60	5,274.40
741	16000	Electrical Underslab Breech Conduit & Wire	85,000.00	76,500.00	-	-	-	76,500.00	90%	8,500.00	-	7,650.00
742	16000	Electrical Garage & 1st floor deck-conduit/wire	408,000.00	380,000.00	-	-	-	380,000.00	93%	28,000.00	-	38,000.00
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	APCO Construction Contractor Fee	674,315.00	496,514.97	42,807.79	-	-	539,322.76	62%	334,992.24	4,280.78	53,932.28
GRADING CHANGE ORDERS												
752	2530	GRADING CO 00001 - Biocide Chem Feed & Stor Tank	59,308.20	-	-	53,377.40	53,377.40	53,377.40	90%	5,930.80	2,668.87	2,668.87
753	2510	GRADING CO 00002 - Fire Hydrant Permits	446.78	446.78	-	-	-	446.78	100%	-	-	22.34
754	2530	GRADING CO 00003 - Revisions Utility Sheets 11/14/07	88,338.72	883.39	69,787.59	-	-	70,670.98	80%	17,667.74	3,489.38	3,533.55
755	2200	GRADING CO 00004 - Encroachment Permit	452.81	452.81	-	-	-	452.81	100%	-	-	22.64
756	2530	GRADING CO 00005.1 - WRG Plans 11-01-07	394,330.13	-	307,577.50	-	-	307,577.50	78%	86,752.63	15,378.88	15,378.88
BUILDING CHANGE ORDERS												
780	7810	BUILDING CO 00001.1 Additional Fireproofing B7	13,627.95	-	13,627.95	-	-	13,627.95	100%	-	1,362.80	1,362.80
781	5100	BUILDING CO 00002 Add'l. Reinforcing Bottom Mat B7	109,514.35	-	109,514.35	-	-	109,514.35	100%	-	10,951.44	10,951.44
782	3300	BUILDING CO 00005 Area Walls B8 and B9	72,877.35	-	72,877.35	-	-	72,877.35	100%	-	7,287.74	7,287.74
783	5100	BUILDING CO 00006 Top Mat Rebar B7	123,965.10	-	123,965.10	-	-	123,965.10	100%	-	12,396.51	12,396.51
784	5100	BUILDING CO 00007 Structural Steel Changes B7	318,498.60	-	318,498.60	-	-	318,498.60	100%	-	31,849.86	31,849.86
785	3300	BUILDING CO 00008 Concrete Change 4k psi to 5k B7	27,573.60	-	27,573.00	-	-	27,573.00	100%	-	2,757.30	2,757.30
786	6100	BUILDING CO 00011 Wood Framing Changes B8/9	736,631.65	-	162,063.36	-	-	162,063.36	22%	574,568.29	16,206.34	16,206.34
787	15020	BUILDING CO 00012.3 HVAC Thru Delta 5 B8	22,975.67	-	5,743.92	-	-	5,743.92	25%	17,231.75	574.39	574.39
788	15020	BUILDING CO 00013.3 HVAC Changes Thru Delta 5 B2/3	328,275.17	-	82,068.79	-	-	82,068.79	25%	246,206.38	8,206.88	8,206.88
789	5100	BUILDING CO 00014 Add'l Rebar Laps Added A3 Bldgs	10,984.05	-	10,984.05	-	-	10,984.05	100%	-	1,098.41	1,098.41

APCO CONSTRUCTION

Page 14 of 15

BUILDING CHANGE ORDERS Continued....

790	5100	BUILDING CO 00018 Pool Reinforcing Redesign B7	2,625.00	-	2,625.00	-	-	2,625.00	100%	-	262.50	262.50
791	5100	BUILDING CO 00020 Change in Lap Splices	23,577.75	-	23,577.75	-	-	23,577.75	100%	-	2,357.78	2,357.78
792	5100	BUILDING CO 00021 Rebar Changes B7	9,783.90	-	9,783.90	-	-	9,783.90	100%	-	978.39	978.39
793	4100	BUILDING CO 00029.2 Electrical Options B8	64,224.86	-	27,095.10	-	-	27,095.10	42%	37,129.76	2,709.61	2,709.61
794	16000	BUILDING CO 00032.2 Electrical Options B9	56,452.01	-	26,281.96	-	-	26,281.96	47%	30,170.05	2,628.20	2,628.20
795	16000	BUILDING CO 00033.3 Plumbing Options B8	54,100.49	-	13,525.12	-	-	13,525.12	25%	40,575.37	1,352.51	1,352.51
796	15010	BUILDING CO 00034.2 Plumbing Options B8	64,963.36	-	16,240.84	-	-	16,240.84	25%	48,722.52	1,624.08	1,624.08
797	15010	BUILDING CO 00036.1 Electrical C2 Split B8/9	56,443.80	-	33,866.40	-	-	33,866.40	60%	22,577.40	3,386.64	3,386.64
798	16000	BUILDING CO 00037.1 B8 & B9 Option Changes	18,009.00	-	18,009.00	-	-	18,009.00	100%	-	1,800.90	1,800.90
799	6100	BUILDING CO 00038.1 Cable Hand Rail Opt B8 & B9	21,921.30	-	-	-	-	-	0%	21,921.30	-	-
800	5100	BUILDING CO 00039.1 Building 8 & 9 Fireplaces	16,580.70	-	-	-	-	-	0%	16,580.70	-	-
801	11000	BUILDING CO 00042.1 Electrical Changes Delta 3	96,722.85	-	24,180.75	-	-	24,180.75	25%	72,542.10	2,418.08	2,418.08
802	16000	BUILDING CO 00043.2 Electrical Changes Delta 5	99,739.50	-	24,935.00	-	-	24,935.00	25%	74,804.50	2,493.50	2,493.50
803	16000	BUILDING CO 00047 Building 8 & 9 Low Voltage	80,894.23	-	-	-	-	-	0%	80,894.23	-	-
804	16000	BUILDING CO 00049 Building 8 & 9 Closet Organizers	18,662.09	-	-	-	-	-	0%	18,662.09	-	-
805	6200	BUILDING CO 00050 Building 7 Electrical Upgrades	26,536.35	-	-	-	-	-	0%	26,536.35	-	-
806	16000	BUILDING CO 00052 Bldg 8 & 9 Shower Doors & Mirrors	18,740.58	-	-	-	-	-	0%	18,740.58	-	-
807	10800	BUILDING CO 00055 Masonry C2 Split B8/9	12,093.08	-	12,093.08	-	-	12,093.08	100%	-	1,209.31	1,209.31
		TOTAL CONTRACT PHASE 1:	51,986,050.41	42,611,742.44	5,648,709.94	970,627.64	2,769,659.76	49,231,080.02	60%	32,736,970.39	639,616.63	4,677,351.88

APCO CONSTRUCTION
03439

APCO-TR-EX0004-0074

LINE ITEM BREAKDOWNS

AFTER GEMSTONE'S REVISIONS

034939
APCO CONSTRUCTION

MANHATTAN WEST **SUB PYMT SUMMARY**

APPLICATION #9 **JUNE 2008**

SUBCONTRACTOR	GROSS BILLING	RET. AMT.	NET CHECK
ACCURACY GLASS AND MIRROR	$ 45,000.00	$ 4,500.00	$ 40,500.00
CREATIVE HOME THEATRE	$ 13,872.00	$ 1,387.00	$ 12,485.00
APCO CONSTRUCTION	$ 435,598.64	$ 60,286.18	$ 375,312.46
CELL-CRETE FIREPROOFING	$ 71,129.00	$ 7,113.00	$ 64,016.00
CONCRETE VISIONS	$ 120,984.00	$ 12,098.00	
ORCO CONSTRUCTION			$ 2,459.25
DESIGN SPACE MODULAR			$ 3,369.36
HD WHITE CAP CONSTRUCTION SUPPLY			$ 6,365.74
BRUNDAGE-BONE CONCRETE PUMPING			$ 14,927.50
SUNSTATE EQUIPMENT			$ 7,661.46
NORTHSTAR CONCRETE			$ 29,947.60
READY MIX			$ 44,155.09
	$ 120,984.00	$ 12,098.00	$ 108,886.00
DEPENDABLE GLASS AND MIRROR	$ 18,215.00	$ 1,822.00	$ 16,393.00
DISTINCTIVE MARBLE	$ 13,790.00	$ 1,379.00	$ 12,411.00
EXECUTIVE PLASTERING	$ 78,310.00	$ 7,831.00	$ 70,479.00
HELIX ELECTRIC	$ 235,485.11	$ 23,549.00	$ 211,936.11
HI-TECH FABRICATION	$ 59,546.75		$ 59,546.75
CMC	$ 116,183.25		$ 116,183.25
TOTAL FOR HI TECH	$ 175,730.00		$ 175,730.00
INSULPRO PROJECTS	$ 75,090.00	$ 7,509.00	$ 67,581.00
INTERSTATE PLUMBING & AIR - HVAC	$ 308,554.83	$ 30,855.00	$ 277,699.83
INTERSTATE PLUMBING & AIR - PLUMB	$ 604,176.44	$ 60,418.00	$ 543,758.44
JEFF HEIT PLUMBING AND FIRE	$ 372,916.02	$ 66,454.82	$ 306,461.20
FERGURSON FIRE	$ 26,374.32		$ 26,374.32
HD WATERWORKS	$ 1,356.23		$ 1,356.23
VIKING SUPPLY NET	$ 84,230.79		$ 84,230.79
TOTAL FOR JEFF HEIT PLUMBING	$ 484,877.36	$ 66,454.82	$ 418,422.54
K & G CONSTRUCTION, INC.	$ 258,250.00	$ 25,825.00	$ 232,425.00
LAS VEGAS PIPELINE			
PREVIOUSLY PAID TO LV PIPELINE	**$ 360,000.00**		**$ 360,000.00**
DEP TANK - CONTAINMENT SOLUTIONS	**$ 15,000.00**		**$ 15,000.00**
DEP LIFT STATION - ENCO SOUTHWEST	**$ 29,923.00**		**$ 29,923.00**
DANA KEPNER	$ 20,907.92	$ 3,144.00	$ 17,763.92
	$ 425,830.92	$ 3,144.00	$ 422,686.92
NEVADA PREFAB ENGINEERS	$ 1,079,939.20	$ 107,994.00	$ 971,945.20
PROFESSIONAL DOORS AND MILLWORKS	$ 32,528.25	$ 3,253.00	$ 29,275.25
PRS (PROFESSIONAL ROOFING SERVICES)	$ 31,547.60	$ 3,155.00	$ 28,392.60
SIERRA REINFORCING	$ 86,099.00	$ 8,610.00	$ 77,489.00
THE MASONRY GROUP	$ 90,427.22	$ 9,043.00	$ 81,384.22
THYSSENKRUPP ELEVATOR	$ 331,082.00	$ 33,108.00	$ 297,974.00
TRI-CITY DRYWALL	$ 704,750.00	$ 70,475.00	$ 634,275.00
ZITTING BROTHERS CONSTRUCTION	$ 37,608.55	$ 3,761.00	$ 33,847.55
TOTAL:	$ 5,758,876.12	$ 553,570.00	$ 5,205,306.12
LESS MONIES PAID PREVIOUSLY:	$ (360,000.00)		$ (360,000.00)
TOTAL OF ALL PAYMENTS:	$ 5,398,876.12		$ 4,845,306.12

APCO CONSTRUCTION	$ 435,598.64	$ 60,286.18	$ 375,312.46
DEP TANK - CONTAINMENT SOLUTIONS	$ 15,000.00		$ 15,000.00
DEP LIFT STATION - ENCO SOUTHWEST	$ 29,923.00		$ 29,923.00
APCO TOTAL CHECK:	$ 480,521.64	$ 60,286.18	$ 420,235.46

034940
APCO CONSTRUCTION

3432 NORTH 5TH STREET
NORTH LAS VEGAS NV 890
(702) 734-0198 PHONE
(702) 734-0396 FAX

APCO CONSTRUCTION

MANHATTAN WEST

SUBCONTRACTOR SUMMARY

APPLICATION #9

JUNE 2008

SUBCONTRACTOR	GROSS BILLING
ACCURACY GLASS AND MIRROR	$ 45,000.00
ACOUSTIC AUDIO VIDEO	$ 13,872.00
APCO CONSTRUCTION	$ 742,275.65
CELL-CRETE FIREPROOFING	$ 71,129.00
CONCRETE VISIONS	$ 212,621.00
DEPENDABLE GLASS AND MIRROR	$ 18,215.00
DISTINCTIVE MARBLE	$ 13,790.00
EXECUTIVE PLASTERING	$ 78,310.00
HELIX ELECTRIC	$ 273,114.50
HI-TECH FABRICATION	$ 175,730.00
INSULPRO PROJECTS	$ 75,090.00
INTERSTATE PLUMBING AND AIR	$ 912,731.27
JEFF HEIT PLUMBING AND FIRE	$ 484,877.36
K & G CONSTRUCTION, INC.	$ 258,250.00
LAS VEGAS PIPELINE	$ 425,830.92
NEVADA PREFAB ENGINEERS	$ 1,079,939.20
PROFESSIONAL DOORS AND MILLWORKS	$ 32,528.25
PRS (PROFESSIONAL ROOFING SERVICES)	$ 31,547.60
SIERRA REINFORCING	$ 356,272.00
THE MASONRY GROUP	$ 90,427.22
THYSSENKRUPP ELEVATOR	$ 331,082.00
TRI-CITY DRYWALL	$ 704,750.00
ZITTING BROTHERS CONSTRUCTION	$ 191,954.61

TOTAL: $ 6,619,337.58

APCO CONSTRUCTION
034941
Page 1 of 1

3432 NORTH 5TH STREET
NORTH LAS VEGAS NV 89032
(702) 734-0198 PHONE
(702) 734-0396 FAX

APCO CONSTRUCTION

MANHATTAN WEST : **ITEM CONSOLIDATION**
APPLICATION #9 JUNE 2008

SUBCONTRACTOR	AMOUNT	LINE
Las Vegas Pipeline	$ 15,600.00	3
APCO Construction	$ 29,128.50	29
K & G Construction, Inc.	$ 6,350.00	40
K & G Construction, Inc.	$ 6,350.00	41
K & G Construction, Inc.	$ 6,350.00	42
K & G Construction, Inc.	$ 6,350.00	43
The Masonry Group	$ 28,890.00	44
Hi-Tech Fabrication, Inc.	$ 49,500.00	47
Nevada Prefab Engineers	$ 233,380.20	47
Zitting Brothers Construction	$ 20,500.00	54
Dependable Glass and Mirror	$ 18,215.00	55
Tri-City Drywall	$ 90,000.00	56
ThyssenKrupp Elevator	$ 108,438.00	59
Interstate Plumbing and Air	$ 18,725.00	65
Interstate Plumbing and Air	$ 5,402.00	79
Interstate Plumbing and Air	$ 4,565.80	81
Jeff Heit Plumbing	$ 155,125.00	86
Jeff Heit Plumbing	$ 49,404.68	86
APCO Construction	$ 55,638.83	104
APCO Construction	$ 21,010.00	106
Sierra Reinforcing	$ 86,099.00	106
Concrete Visions	$ 30,684.00	116
K & G Construction, Inc.	$ 6,350.00	117
K & G Construction, Inc.	$ 6,350.00	118
K & G Construction, Inc.	$ 6,350.00	119
K & G Construction, Inc.	$ 6,350.00	120
The Masonry Group	$ 16,050.00	121
Hi-Tech Fabrication, Inc.	$ 49,500.00	124
Nevada Prefab Engineers	$ 776,400.00	124
Cell-Crete Fireproofing	$ 34,200.00	126
Tri-City Drywall	$ 100,000.00	133
ThyssenKrupp Elevator	$ 102,788.00	136
Interstate Plumbing and Air	$ 5,402.00	156
Interstate Plumbing and Air	$ 4,565.80	158
Jeff Heit Plumbing	$ 73,295.00	163
Jeff Heit Plumbing	$ 24,004.68	163
APCO Construction	$ 89,735.00	181
Concrete Visions	$ 28,500.00	192

APCO CONSTRUCTION
Page 1 of 6
034942

SUBCONTRACTOR	AMOUNT	LINE
Concrete Visions	$ 28,500.00	196
Concrete Visions	$ 28,500.00	197
The Masonry Group	$ 9,040.00	199
Hi-Tech Fabrication, Inc.	$ 76,730.00	201
Nevada Prefab Engineers	$ 70,159.00	201
Cell-Crete Fireproofing	$ 23,950.00	204
Accuracy Glass and Mirror	$ 45,000.00	208
Tri-City Drywall	$ 224,750.00	209
Interstate Plumbing and Air	$ 1,050.56	219
Interstate Plumbing and Air	$ 2,689.44	221
Interstate Plumbing and Air	$ 3,501.88	226
Interstate Plumbing and Air	$ 8,964.80	228
Interstate Plumbing and Air	$ 3,501.88	233
Interstate Plumbing and Air	$ 4,482.40	235
Interstate Plumbing and Air	$ 3,501.88	240
Interstate Plumbing and Air	$ 3,501.88	247
Interstate Plumbing and Air	$ 3,501.88	254
Interstate Plumbing and Air	$ 3,501.88	261
Interstate Plumbing and Air	$ 3,501.88	268
Interstate Plumbing and Air	$ 1,050.56	275
Interstate Plumbing and Air	$ 37,812.50	282
Interstate Plumbing and Air	$ 21,865.00	295
Interstate Plumbing and Air	$ 111.21	297
Interstate Plumbing and Air	$ 1,586.10	298
Interstate Plumbing and Air	$ 13,199.80	299
Interstate Plumbing and Air	$ 2,405.80	300
Interstate Plumbing and Air	$ 386.80	305
Jeff Heit Plumbing	$ 20,622.00	307
Interstate Plumbing and Air	$ 21,865.00	308
Interstate Plumbing and Air	$ 2,482.80	309
Interstate Plumbing and Air	$ 528.70	311
Interstate Plumbing and Air	$ 13,199.80	312
Jeff Heit Plumbing	$ 20,622.00	320
Interstate Plumbing and Air	$ 21,865.00	321
Interstate Plumbing and Air	$ 2,482.80	322
Interstate Plumbing and Air	$ 1,057.40	324
Interstate Plumbing and Air	$ 13,199.80	325
Jeff Heit Plumbing	$ 20,622.00	333
Interstate Plumbing and Air	$ 21,865.00	334
Interstate Plumbing and Air	$ 620.70	335
Interstate Plumbing and Air	$ 528.70	337
Interstate Plumbing and Air	$ 13,199.80	338
Interstate Plumbing and Air	$ 1,202.90	339
Jeff Heit Plumbing	$ 20,622.00	346
Interstate Plumbing and Air	$ 8,746.00	347

APCO CONSTRUCTION
034043

SUBCONTRACTOR	AMOUNT	LINE
Interstate Plumbing and Air	$ 528.70	350
Interstate Plumbing and Air	$ 3,299.95	351
Jeff Heit Plumbing	$ 28,167.00	354
Helix Electric	$ 10,000.00	414
Helix Electric	$ 7,000.00	415
Helix Electric	$ 5,000.00	416
Helix Electric	$ 6,000.00	418
Helix Electric	$ 23,875.00	425
Helix Electric	$ 19,100.00	427
Helix Electric	$ 18,200.00	429
Helix Electric	$ 18,200.00	431
Helix Electric	$ 9,000.00	433
Helix Electric	$ 9,000.00	435
Helix Electric	$ 9,000.00	437
Helix Electric	$ 9,000.00	439
APCO Construction	$ 68,890.69	443
Concrete Visions	$ 4,800.00	451
K & G Construction, Inc.	$ 25,931.25	454
K & G Construction, Inc.	$ 25,931.25	455
K & G Construction, Inc.	$ 25,931.25	456
K & G Construction, Inc.	$ 25,931.25	457
The Masonry Group	$ 12,465.00	458
Distinctive Marble	$ 2,275.00	460
Insulpro Projects	$ 37,545.00	473
Professional Roofing Services (PRS)	$ 15,773.80	474
Executive Plastering	$ 19,577.50	476
Tri-City Drywall	$ 145,000.00	478
ThyssenKrupp Elevator	$ 119,856.00	482
Interstate Plumbing and Air	$ 19,694.72	491
Interstate Plumbing and Air	$ 6,154.60	495
Interstate Plumbing and Air	$ 19,694.72	498
Interstate Plumbing and Air	$ 6,154.60	502
Interstate Plumbing and Air	$ 19,694.72	505
Interstate Plumbing and Air	$ 6,154.60	509
Interstate Plumbing and Air	$ 19,694.72	512
Interstate Plumbing and Air	$ 2,192.79	528
Interstate Plumbing and Air	$ 216.98	529
Interstate Plumbing and Air	$ 1,678.89	530
Interstate Plumbing and Air	$ 554.28	531
Interstate Plumbing and Air	$ 2,379.93	532
Interstate Plumbing and Air	$ 2,485.68	533
Interstate Plumbing and Air	$ 3,704.00	534
Interstate Plumbing and Air	$ 1,597.50	536
Interstate Plumbing and Air	$ 446.72	537
Interstate Plumbing and Air	$ 856.60	538

SUBCONTRACTOR	AMOUNT	LINE
Interstate Plumbing and Air	$ 3,036.00	540
Interstate Plumbing and Air	$ 2,192.79	541
Interstate Plumbing and Air	$ 216.98	542
Interstate Plumbing and Air	$ 554.28	543
Interstate Plumbing and Air	$ 6,346.48	544
Interstate Plumbing and Air	$ 2,485.68	545
Interstate Plumbing and Air	$ 446.72	549
Interstate Plumbing and Air	$ 2,569.80	550
Interstate Plumbing and Air	$ 4,048.00	552
Interstate Plumbing and Air	$ 7,309.30	553
Interstate Plumbing and Air	$ 578.60	554
Interstate Plumbing and Air	$ 1,847.60	555
Interstate Plumbing and Air	$ 11,899.65	556
Interstate Plumbing and Air	$ 4,660.65	557
Interstate Plumbing and Air	$ 7,408.00	558
Interstate Plumbing and Air	$ 4,048.00	564
Interstate Plumbing and Air	$ 5,847.44	565
Interstate Plumbing and Air	$ 578.60	566
Interstate Plumbing and Air	$ 1,847.60	567
Interstate Plumbing and Air	$ 63,464.80	568
Interstate Plumbing and Air	$ 24,856.80	569
Interstate Plumbing and Air	$ 14,816.00	570
Interstate Plumbing and Air	$ 446.72	573
Interstate Plumbing and Air	$ 5,139.60	574
Interstate Plumbing and Air	$ 6,072.00	576
Jeff Heit Plumbing	$ 72,393.00	576
Acoustic Audio Video	$ 6,936.00	586
APCO Construction	$ 55,621.96	597
K & G Construction, Inc.	$ 25,931.25	608
K & G Construction, Inc.	$ 25,931.25	609
K & G Construction, Inc.	$ 25,931.25	610
K & G Construction, Inc.	$ 25,931.25	611
The Masonry Group	$ 12,465.00	612
Distinctive Marble	$ 11,515.00	614
Professional Doors & Millworks	$ 32,528.25	626
Insulpro Projects	$ 37,545.00	627
Professional Roofing Services (PRS)	$ 15,773.80	628
Executive Plastering	$ 58,732.50	630
Tri-City Drywall	$ 145,000.00	632
Interstate Plumbing and Air	$ 4,923.68	644
Interstate Plumbing and Air	$ 3,938.94	646
Interstate Plumbing and Air	$ 3,938.94	653
Interstate Plumbing and Air	$ 3,938.94	660
Interstate Plumbing and Air	$ 3,938.94	667
Interstate Plumbing and Air	$ 7,922.22	670

SUBCONTRACTOR	AMOUNT	LINE
Interstate Plumbing and Air	$ 2,192.79	682
Interstate Plumbing and Air	$ 216.98	683
Interstate Plumbing and Air	$ 1,678.89	684
Interstate Plumbing and Air	$ 554.28	685
Interstate Plumbing and Air	$ 2,379.93	686
Interstate Plumbing and Air	$ 932.13	687
Interstate Plumbing and Air	$ 3,704.00	688
Interstate Plumbing and Air	$ 446.72	691
Interstate Plumbing and Air	$ 3,426.40	692
Interstate Plumbing and Air	$ 4,048.00	694
Interstate Plumbing and Air	$ 2,192.79	695
Interstate Plumbing and Air	$ 216.98	696
Interstate Plumbing and Air	$ 1,478.08	697
Interstate Plumbing and Air	$ 6,346.48	698
Interstate Plumbing and Air	$ 4,660.65	699
Interstate Plumbing and Air	$ 7,408.00	700
Interstate Plumbing and Air	$ 446.72	703
Interstate Plumbing and Air	$ 3,426.40	704
Interstate Plumbing and Air	$ 3,036.00	706
Interstate Plumbing and Air	$ 5,847.44	707
Interstate Plumbing and Air	$ 1,084.88	708
Interstate Plumbing and Air	$ 5,542.80	709
Interstate Plumbing and Air	$ 15,866.20	710
Interstate Plumbing and Air	$ 7,767.75	711
Interstate Plumbing and Air	$ 7,408.00	712
Interstate Plumbing and Air	$ 446.72	715
Interstate Plumbing and Air	$ 2,569.80	716
Interstate Plumbing and Air	$ 4,048.00	718
Interstate Plumbing and Air	$ 18,273.25	719
Interstate Plumbing and Air	$ 1,808.13	720
Interstate Plumbing and Air	$ 4,619.00	721
Interstate Plumbing and Air	$ 19,832.75	722
Interstate Plumbing and Air	$ 27,963.90	723
Interstate Plumbing and Air	$ 11,112.00	724
Interstate Plumbing and Air	$ 446.72	727
Interstate Plumbing and Air	$ 3,426.40	728
Interstate Plumbing and Air	$ 4,048.00	730
Acoustic Audio Video	$ 6,936.00	740
APCO Construction	$ 42,807.79	751
APCO Construction	$ 2,541.80	752
Las Vegas Pipeline	$ 50,835.60	752
APCO Construction	$ 3,323.22	754
Las Vegas Pipeline	$ 66,464.37	754
APCO Construction	$ 14,646.55	756
Las Vegas Pipeline	$ 292,930.95	756

APCO CONSTRUCTI

034946

SUBCONTRACTOR	AMOUNT	LINE
APCO Construction	$ 648.95	780
Cell-Crete Fireproofing	$ 12,979.00	780
APCO Construction	$ 5,167.35	781
Sierra Reinforcing	$ 103,347.00	781
APCO Construction	$ 3,470.35	782
Concrete Visions	$ 65,377.00	782
Sierra Reinforcing	$ 4,030.00	782
APCO Construction	$ 5,903.10	783
Sierra Reinforcing	$ 118,062.00	783
APCO Construction	$ 318,498.60	784
APCO Construction	$ 1,313.00	785
Concrete Visions	$ 26,260.00	785
APCO Construction	$ 7,717.30	786
Zitting Brothers Construction	$ 154,346.06	786
APCO Construction	$ 287.20	787
Interstate Plumbing and Air	$ 5,456.72	787
APCO Construction	$ 4,103.44	788
Interstate Plumbing and Air	$ 77,965.35	788
APCO Construction	$ 523.05	789
Sierra Reinforcing	$ 10,461.00	789
APCO Construction	$ 125.00	790
Sierra Reinforcing	$ 2,500.00	790
APCO Construction	$ 1,122.75	791
Sierra Reinforcing	$ 22,455.00	791
APCO Construction	$ 465.90	792
Sierra Reinforcing	$ 9,318.00	792
APCO Construction	$ 1,354.81	793
Helix Electric	$ 25,741.29	793
APCO Construction	$ 1,314.10	794
Helix Electric	$ 24,967.86	794
APCO Construction	$ 676.26	795
Interstate Plumbing and Air	$ 12,848.86	795
APCO Construction	$ 812.04	796
Interstate Plumbing and Air	$ 15,428.80	796
APCO Construction	$ 1,612.80	797
Helix Electric	$ 32,253.60	797
APCO Construction	$ 900.45	798
Zitting Brothers Construction	$ 17,108.55	798
APCO Construction	$ 1,151.50	801
Helix Electric	$ 23,029.25	801
APCO Construction	$ 1,187.50	802
Helix Electric	$ 23,747.50	802
APCO Construction	$ 575.86	807
The Masonry Group	$ 11,517.22	807
TOTAL:	**$ 6,619,337.58**	

APCO CONSTRUCTION
Page 6 of 6
034047

3432 NORTH 5TH STREET
NORTH LAS VEGAS NV 89032
(702) 734-0198 PHONE
(702) 734-0396 FAX

APCO CONSTRUCTION

MANHATTAN WEST : **ITEM CONSOLIDATION**

APPLICATION #9 JUNE 2008

SUBCONTRACTOR	AMOUNT	LINE ITEM
Accuracy Glass and Mirror	$ 45,000.00	208
Acoustic Audio Video	$ 6,936.00	586
Acoustic Audio Video	$ 6,936.00	740
APCO Construction	$ 29,128.50	29
APCO Construction	$ 55,638.83	104
APCO Construction	$ 21,010.00	106
APCO Construction	$ 89,735.00	181
APCO Construction	$ 68,890.69	443
APCO Construction	$ 55,621.96	597
APCO Construction	$ 42,807.79	751
APCO Construction	$ 2,541.80	752
APCO Construction	$ 3,323.22	754
APCO Construction	$ 14,646.55	756
APCO Construction	$ 648.95	780
APCO Construction	$ 5,167.35	781
APCO Construction	$ 3,470.35	782
APCO Construction	$ 5,903.10	783
APCO Construction	$ 318,498.60	784
APCO Construction	$ 1,313.00	785
APCO Construction	$ 7,717.30	786
APCO Construction	$ 287.20	787
APCO Construction	$ 4,103.44	788
APCO Construction	$ 523.05	789
APCO Construction	$ 125.00	790
APCO Construction	$ 1,122.75	791
APCO Construction	$ 465.90	792
APCO Construction	$ 1,354.81	793
APCO Construction	$ 1,314.10	794
APCO Construction	$ 676.26	795
APCO Construction	$ 812.04	796
APCO Construction	$ 1,612.80	797
APCO Construction	$ 900.45	798
APCO Construction	$ 1,151.50	801
APCO Construction	$ 1,187.50	802
APCO Construction	$ 575.86	807
Cell-Crete Fireproofing	$ 34,200.00	126

APCO CONSTRUCTION
Page 1 of 7
034048

SUBCONTRACTOR	AMOUNT	LINE ITEM
Cell-Crete Fireproofing	$ 23,950.00	204
Cell-Crete Fireproofing	$ 12,979.00	780
Concrete Visions	$ 30,684.00	116
Concrete Visions	$ 28,500.00	192
Concrete Visions	$ 28,500.00	196
Concrete Visions	$ 28,500.00	197
Concrete Visions	$ 4,800.00	451
Concrete Visions	$ 65,377.00	782
Concrete Visions	$ 26,260.00	785
Dependable Glass and Mirror	$ 18,215.00	55
Distinctive Marble	$ 2,275.00	460
Distinctive Marble	$ 11,515.00	614
Executive Plastering	$ 19,577.50	476
Executive Plastering	$ 58,732.50	630
Helix Electric	$ 10,000.00	414
Helix Electric	$ 7,000.00	415
Helix Electric	$ 5,000.00	416
Helix Electric	$ 6,000.00	418
Helix Electric	$ 23,875.00	425
Helix Electric	$ 19,100.00	427
Helix Electric	$ 18,200.00	429
Helix Electric	$ 18,200.00	431
Helix Electric	$ 9,000.00	433
Helix Electric	$ 9,000.00	435
Helix Electric	$ 9,000.00	437
Helix Electric	$ 9,000.00	439
Helix Electric	$ 25,741.29	793
Helix Electric	$ 24,967.86	794
Helix Electric	$ 32,253.60	797
Helix Electric	$ 23,029.25	801
Helix Electric	$ 23,747.50	802
Hi-Tech Fabrication, Inc.	$ 49,500.00	47
Hi-Tech Fabrication, Inc.	$ 49,500.00	124
Hi-Tech Fabrication, Inc.	$ 76,730.00	201
Insulpro Projects	$ 37,545.00	473
Insulpro Projects	$ 37,545.00	627
Interstate Plumbing and Air	$ 18,725.00	65
Interstate Plumbing and Air	$ 5,402.00	79
Interstate Plumbing and Air	$ 4,565.80	81
Interstate Plumbing and Air	$ 5,402.00	156
Interstate Plumbing and Air	$ 4,565.80	158
Interstate Plumbing and Air	$ 1,050.56	219
Interstate Plumbing and Air	$ 2,689.44	221
Interstate Plumbing and Air	$ 3,501.88	226

SUBCONTRACTOR	AMOUNT	LINE ITEM
Interstate Plumbing and Air	$ 8,964.80	228
Interstate Plumbing and Air	$ 3,501.88	233
Interstate Plumbing and Air	$ 4,482.40	235
Interstate Plumbing and Air	$ 3,501.88	240
Interstate Plumbing and Air	$ 3,501.88	247
Interstate Plumbing and Air	$ 3,501.88	254
Interstate Plumbing and Air	$ 3,501.88	261
Interstate Plumbing and Air	$ 3,501.88	268
Interstate Plumbing and Air	$ 1,050.56	275
Interstate Plumbing and Air	$ 37,812.50	282
Interstate Plumbing and Air	$ 21,865.00	295
Interstate Plumbing and Air	$ 111.21	297
Interstate Plumbing and Air	$ 1,586.10	298
Interstate Plumbing and Air	$ 13,199.80	299
Interstate Plumbing and Air	$ 2,405.80	300
Interstate Plumbing and Air	$ 386.80	305
Interstate Plumbing and Air	$ 21,865.00	308
Interstate Plumbing and Air	$ 2,482.80	309
Interstate Plumbing and Air	$ 528.70	311
Interstate Plumbing and Air	$ 13,199.80	312
Interstate Plumbing and Air	$ 21,865.00	321
Interstate Plumbing and Air	$ 2,482.80	322
Interstate Plumbing and Air	$ 1,057.40	324
Interstate Plumbing and Air	$ 13,199.80	325
Interstate Plumbing and Air	$ 21,865.00	334
Interstate Plumbing and Air	$ 620.70	335
Interstate Plumbing and Air	$ 528.70	337
Interstate Plumbing and Air	$ 13,199.80	338
Interstate Plumbing and Air	$ 1,202.90	339
Interstate Plumbing and Air	$ 8,746.00	347
Interstate Plumbing and Air	$ 528.70	350
Interstate Plumbing and Air	$ 3,299.95	351
Interstate Plumbing and Air	$ 19,694.72	491
Interstate Plumbing and Air	$ 6,154.60	495
Interstate Plumbing and Air	$ 19,694.72	498
Interstate Plumbing and Air	$ 6,154.60	502
Interstate Plumbing and Air	$ 19,694.72	505
Interstate Plumbing and Air	$ 6,154.60	509
Interstate Plumbing and Air	$ 19,694.72	512
Interstate Plumbing and Air	$ 2,192.79	528
Interstate Plumbing and Air	$ 216.98	529
Interstate Plumbing and Air	$ 1,678.89	530
Interstate Plumbing and Air	$ 554.28	531
Interstate Plumbing and Air	$ 2,379.93	532

SUBCONTRACTOR	AMOUNT	LINE ITEM
Interstate Plumbing and Air	$ 2,485.68	533
Interstate Plumbing and Air	$ 3,704.00	534
Interstate Plumbing and Air	$ 1,597.50	536
Interstate Plumbing and Air	$ 446.72	537
Interstate Plumbing and Air	$ 856.60	538
Interstate Plumbing and Air	$ 3,036.00	540
Interstate Plumbing and Air	$ 2,192.79	541
Interstate Plumbing and Air	$ 216.98	542
Interstate Plumbing and Air	$ 554.28	543
Interstate Plumbing and Air	$ 6,346.48	544
Interstate Plumbing and Air	$ 2,485.68	545
Interstate Plumbing and Air	$ 446.72	549
Interstate Plumbing and Air	$ 2,569.80	550
Interstate Plumbing and Air	$ 4,048.00	552
Interstate Plumbing and Air	$ 7,309.30	553
Interstate Plumbing and Air	$ 578.60	554
Interstate Plumbing and Air	$ 1,847.60	555
Interstate Plumbing and Air	$ 11,899.65	556
Interstate Plumbing and Air	$ 4,660.65	557
Interstate Plumbing and Air	$ 7,408.00	558
Interstate Plumbing and Air	$ 4,048.00	564
Interstate Plumbing and Air	$ 5,847.44	565
Interstate Plumbing and Air	$ 578.60	566
Interstate Plumbing and Air	$ 1,847.60	567
Interstate Plumbing and Air	$ 63,464.80	568
Interstate Plumbing and Air	$ 24,856.80	569
Interstate Plumbing and Air	$ 14,816.00	570
Interstate Plumbing and Air	$ 446.72	573
Interstate Plumbing and Air	$ 5,139.60	574
Interstate Plumbing and Air	$ 6,072.00	576
Interstate Plumbing and Air	$ 4,923.68	644
Interstate Plumbing and Air	$ 3,938.94	646
Interstate Plumbing and Air	$ 3,938.94	653
Interstate Plumbing and Air	$ 3,938.94	660
Interstate Plumbing and Air	$ 3,938.94	667
Interstate Plumbing and Air	$ 7,922.22	670
Interstate Plumbing and Air	$ 2,192.79	682
Interstate Plumbing and Air	$ 216.98	683
Interstate Plumbing and Air	$ 1,678.89	684
Interstate Plumbing and Air	$ 554.28	685
Interstate Plumbing and Air	$ 2,379.93	686
Interstate Plumbing and Air	$ 932.13	687
Interstate Plumbing and Air	$ 3,704.00	688
Interstate Plumbing and Air	$ 446.72	691

SUBCONTRACTOR	AMOUNT	LINE ITEM
Interstate Plumbing and Air	$ 3,426.40	692
Interstate Plumbing and Air	$ 4,048.00	694
Interstate Plumbing and Air	$ 2,192.79	695
Interstate Plumbing and Air	$ 216.98	696
Interstate Plumbing and Air	$ 1,478.08	697
Interstate Plumbing and Air	$ 6,346.48	698
Interstate Plumbing and Air	$ 4,660.65	699
Interstate Plumbing and Air	$ 7,408.00	700
Interstate Plumbing and Air	$ 446.72	703
Interstate Plumbing and Air	$ 3,426.40	704
Interstate Plumbing and Air	$ 3,036.00	706
Interstate Plumbing and Air	$ 5,847.44	707
Interstate Plumbing and Air	$ 1,084.88	708
Interstate Plumbing and Air	$ 5,542.80	709
Interstate Plumbing and Air	$ 15,866.20	710
Interstate Plumbing and Air	$ 7,767.75	711
Interstate Plumbing and Air	$ 7,408.00	712
Interstate Plumbing and Air	$ 446.72	715
Interstate Plumbing and Air	$ 2,569.80	716
Interstate Plumbing and Air	$ 4,048.00	718
Interstate Plumbing and Air	$ 18,273.25	719
Interstate Plumbing and Air	$ 1,808.13	720
Interstate Plumbing and Air	$ 4,619.00	721
Interstate Plumbing and Air	$ 19,832.75	722
Interstate Plumbing and Air	$ 27,963.90	723
Interstate Plumbing and Air	$ 11,112.00	724
Interstate Plumbing and Air	$ 446.72	727
Interstate Plumbing and Air	$ 3,426.40	728
Interstate Plumbing and Air	$ 4,048.00	730
Interstate Plumbing and Air	$ 5,456.72	787
Interstate Plumbing and Air	$ 77,965.35	788
Interstate Plumbing and Air	$ 12,848.86	795
Interstate Plumbing and Air	$ 15,428.80	796
Jeff Heit Plumbing	$ 155,125.00	86
Jeff Heit Plumbing	$ 49,404.68	86
Jeff Heit Plumbing	$ 73,295.00	163
Jeff Heit Plumbing	$ 24,004.68	163
Jeff Heit Plumbing	$ 20,622.00	307
Jeff Heit Plumbing	$ 20,622.00	320
Jeff Heit Plumbing	$ 20,622.00	333
Jeff Heit Plumbing	$ 20,622.00	346
Jeff Heit Plumbing	$ 28,167.00	354
Jeff Heit Plumbing	$ 72,393.00	576
K & G Construction, Inc.	$ 6,350.00	40

APCO CONSTRUCTION
Page 5 of 7
C34952

SUBCONTRACTOR	AMOUNT	LINE ITEM
K & G Construction, Inc.	$ 6,350.00	41
K & G Construction, Inc.	$ 6,350.00	42
K & G Construction, Inc.	$ 6,350.00	43
K & G Construction, Inc.	$ 6,350.00	117
K & G Construction, Inc.	$ 6,350.00	118
K & G Construction, Inc.	$ 6,350.00	119
K & G Construction, Inc.	$ 6,350.00	120
K & G Construction, Inc.	$ 25,931.25	454
K & G Construction, Inc.	$ 25,931.25	455
K & G Construction, Inc.	$ 25,931.25	456
K & G Construction, Inc.	$ 25,931.25	457
K & G Construction, Inc.	$ 25,931.25	608
K & G Construction, Inc.	$ 25,931.25	609
K & G Construction, Inc.	$ 25,931.25	610
K & G Construction, Inc.	$ 25,931.25	611
Las Vegas Pipeline	$ 15,600.00	3
Las Vegas Pipeline	$ 50,835.60	752
Las Vegas Pipeline	$ 66,464.37	754
Las Vegas Pipeline	$ 292,930.95	756
Nevada Prefab Engineers	$ 233,380.20	47
Nevada Prefab Engineers	$ 776,400.00	124
Nevada Prefab Engineers	$ 70,159.00	201
Professional Doors & Millworks	$ 32,528.25	626
Professional Roofing Services (PRS)	$ 15,773.80	474
Professional Roofing Services (PRS)	$ 15,773.80	628
Sierra Reinforcing	$ 86,099.00	106
Sierra Reinforcing	$ 103,347.00	781
Sierra Reinforcing	$ 4,030.00	782
Sierra Reinforcing	$ 118,062.00	783
Sierra Reinforcing	$ 10,461.00	789
Sierra Reinforcing	$ 2,500.00	790
Sierra Reinforcing	$ 22,455.00	791
Sierra Reinforcing	$ 9,318.00	792
The Masonry Group	$ 28,890.00	44
The Masonry Group	$ 16,050.00	121
The Masonry Group	$ 9,040.00	199
The Masonry Group	$ 12,465.00	458
The Masonry Group	$ 12,465.00	612
The Masonry Group	$ 11,517.22	807
ThyssenKrupp Elevator	$ 108,438.00	59
ThyssenKrupp Elevator	$ 102,788.00	136
ThyssenKrupp Elevator	$ 119,856.00	482
Tri-City Drywall	$ 90,000.00	56
Tri-City Drywall	$ 100,000.00	133

APCO CONSTRUCTION
Page 6 of 7
004953

SUBCONTRACTOR	AMOUNT	LINE ITEM
Tri-City Drywall	$ 224,750.00	209
Tri-City Drywall	$ 145,000.00	478
Tri-City Drywall	$ 145,000.00	632
Zitting Brothers Construction	$ 20,500.00	54
Zitting Brothers Construction	$ 154,346.06	786
Zitting Brothers Construction	$ 17,108.55	798
TOTAL:	**$ 6,619,337.58**	

CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE AND CORRECT COPY
OF THE ORIGINAL ON FILE
CLERK OF THE COURT

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

July 18, 2008

AMENDED NOTICE

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 STOP WORK
DEADLINE: CLOSE OF BUSINESS, MONDAY, JULY 28, 2008.

Dear: Mr. Edelstein:

We have previously written to Gemstone regarding the balance that is past due and outstanding for services provided by APCO Construction ("APCO") for work on the Manhattan West Mixed Use Project (the "Project"). Specifically, Gemstone has failed to pay $3,434,396.50 for Application for Payment No. 8, Owner Draw No. 7, which was submitted to Gemstone on June 20, 2008, and was due no later than July 11, 2008 pursuant to NRS 624.609(1). Accordingly, **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 $3,434,396.50 FOR ITS WORK ON THE PROJECT.**

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

Benson
EXHIBIT NO. 7
J.W. SEID 6/15/17

ZBCI001151

PENGAD 800-631-6989
PLAINTIFF'S EXHIBIT
5
A571228
JAN 17 2018

APCO-TR-EX0005-0001
PLTF'S PROPOSED EXHIBIT NO. 5
Case No. A571228

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.

NRS 624.610 provides:

1. 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 be 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.

Progress Payments are addressed in Section 5.05 of the General Construction Agreement for GMP (the "Agreement"). 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 of its request for payment (again, no later than July 11, 2008). To date, no payment has been made.

APCO also understands that Gemstone may also seek to withhold a portion of the payment due pursuant to NRS 624.609(3), as set forth in your letter of July 2, 2008. As stated in our response of July 8, 2008, APCO disputes in good faith and for reasonable cause the amount withheld and the condition and reasons given for the withholding. In addition to the reasons set forth in APCO's July 8, 2008 letter, the proposed withholding is improper under the express terms of NRS 624.609. Under NRS 624.609(2), if sufficient and actual good faith grounds for withholding had been asserted, Gemstone would only have been entitled to retain sums "reasonably necessary to correct or repair any work which is the subject of the request for payment . . . ." Gemstone's proposed withholding is not to correct or repair any work. The basis for the withholding set forth by Gemstone (to cover a speculative and self serving claim for liquidated damages) is not one of the grounds set forth in the statute, and is therefore void and unenforceable under NRS 624.622(2).

As a final matter, Gemstone has failed to comply with its duty to act in good faith by failing to issue written change orders, or otherwise dispute written requests for change orders, within 30 days as required pursuant to NRS 624.610(1)(d). As set forth in the statute, these change order requests are now part of the Contract Sum, and the applicable Completion Periods are to be extended for the days sought. Moreover, please be advised that APCO will be submitting its invoice for the change order requests that are now part of the Contract Sum shortly and expect to receive payment from Gemstone with the next payment that is to be made to APCO as required under NRS 624.610.

If APCO has not been paid for Application for Payment No. 8, Owner Construction Draw No. 7, in the amount of $3,434,396.50 by the close of business on Monday, July 28, 2008, APCO reserves the right to stop work on the Project anytime after that date. While, APCO is willing to continue to work with Gemstone to get these issues resolved, APCO is not waiving its

right to stop work any time after July 28, 2008, if APCO continues to work on the Project or otherwise attempts to resolve these issues with Gemstone.

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

CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE AND CORRECT COPY
OF THE ORIGINAL ON FILE
CLERK OF THE COURT

APCO CONSTRUCTION
3432 N. 5th Street • North Las Vegas, NV 89032
Phone: (702) 734-0188 • 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.

///

PENGAD 800-631-6989
PLAINTIFF'S EXHIBIT
A571228
b
JAN 17 2013

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

8399043-v1

CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE AND CORRECT COPY
OF THE ORIGINAL ON FILE
CLERK OF THE COURT

File

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

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.

PENGAD 800-631-6989
PLAINTIFF'S EXHIBIT 10
A571228
JAN 17 201

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

CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE AND CORRECT COPY
OF THE ORIGINAL ON FILE
CLERK OF THE COURT

GEMSTONE DEVELOPMENT WEST

August 15, 2008

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.

9121 WEST RUSSELL ROAD, SUITE 117 LAS VEGAS, NV 89148 P: 702.614.3193 F: 702.614.0669 GEMSTONEDEV.COM

PLAINTIFF'S EXHIBIT 13 A571228 JAN 17 2019
PENGO 800-631-6989
JA001988
APCO-TR-EX0013-0001
PLTF'S PROPOSED EXHIBIT NO. 13
Case No. A571228

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

form of interest costs, increased expenses, and damage to its reputation and sales efforts.

(iii) NRS 624.3011 prohibits the willful "failure and prejudicial departure from or disregard of plans or specifications 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." As set forth throughout this letter, APCO has repeatedly disregarded the Contract Drawings. The most blatant example of APCO's breach of this statute was APCO's unilateral decision to conduct the pour of the Building 8 and 9 podium without installing the stud rails. Such stud rails were expressly required by the Contract Documents, but despite well-documented knowledge of this requirement, APCO still conducted the pour without installing the stud rails.

(iv) The 2005 Clark County Fire Code Section 8.14.1.2 and Section 8.14.1.2.1 prohibit the installation of combustible materials in a concealed space unless such space is equipped with its own fire sprinklers. Gemstone's consultant made APCO aware of this prohibition during the initial framing of Phase I. APCO ignored this warning. Consequently, APCO did not properly coordinate the submittal process and work related to such concealed spaces. As a result, Third-Party Service Providers installed combustible materials in concealed spaces that do not contain fire sprinklers.

(v) NRS 624.3014 and the Nevada State Contractors Board prohibit general contractors from using subcontractors that are not properly licensed for the work for which they are engaged. APCO has engaged Jeff Heit Plumbing to install the fire sprinkler system for Phase I. Pursuant to the Nevada State Contractors Board, Jeff Heit Plumbing's license is limited to work worth an aggregate of $950,000. According to the Schedule of Values, Jeff Heit Plumbing's engagement is for $2,387,000. Consequently, APCO has violated NRS 624.3014 by engaging a subcontractor without a proper license to do the required work.

(d) Section 10.02(a)(iv) provides that Gemstone may terminate the Agreement with cause if APCO fails "to provide the revised Schedules as required by Sections 4.01(e) and (f)". As set forth below, APCO breached Section 10.02(a)(iv).

(i) Pursuant to Section 4.01(e), APCO is required to deliver a two week look-ahead schedule in a format reasonably acceptable to Gemstone. First, Gemstone repeatedly requested that APCO use a standard construction scheduling program for such look-ahead. This request was not unreasonable because at the time that such request was made APCO already owned and occasionally used such a program. Despite this reasonable request, both Shawn Bowne and Fred Dilley refused to adopt such program during their respective tenures as the Project Manager and insisted on using an Excel worksheet that lacked all forms of precedent tracking and coherency. Second, after a few

weeks of providing this inadequate two-week schedule, Shawn Bowne stopped delivering this two week look-ahead entirely. Thereafter, despite well-documented requests from Gemstone, no two-week schedule was delivered for several months, and the Schedule suffered dramatic setbacks. Currently, some form of two week look-ahead schedule is prepared in a standard construction scheduling program; however, such schedule is not consistently delivered to Gemstone.

(ii) Pursuant to Section 4.01(f), APCO must update the Schedule on a monthly basis until the applicable Building Completion. A separate copy of each updated Schedule must be posted at the Project Site and delivered to Gemstone. Despite well-documented requests from Gemstone, APCO has consistently failed to meet this requirement.

(e) Section 10.02(a)(v) provides that Gemstone may terminate the Agreement with cause if APCO fails "to conduct any meetings as required by Section 2.02(f)". Pursuant to a letter from APCO to Gemstone, dated June 20, 2008, APCO claimed that Gemstone had added 36 sheets to the Contract Documents (the "36 Sheet Claim"). Pursuant to a letter from Gemstone to APCO, dated July 23, 2008, Gemstone requested additional information related to the 36 Sheet Claim. No such information has been delivered. Upon learning that APCO had based Change Order 11 on such claim, Gemstone delivered an e-mail to APCO more than two weeks ago requesting a meeting to investigate and discuss the 36 Sheet Claim. To date, despite repeated attempts by Gemstone to schedule such meeting, APCO has not complied. Furthermore, pursuant to an e-mail dated August 6, 2008, from APCO to Gemstone, the general counsel for APCO's parent company set forth the following: "I see no point for further meetings or discussions between us relative to the pay apps or change orders and will now refer all matters to our counsel. APCO will not attend Fridays meeting ..."

5. Curable Breaches. Section 10.02(a)(vi) provides that Gemstone may terminate the Agreement with cause if APCO "breaches any provision of this Agreement and fails to cure such breach within 48 hours of receiving written notice of such breach from Developer." This letter constitutes 48 hours written notice that all breaches must be cured by APCO to Gemstone's satisfaction prior to the end of August 17, 2008:

(a) Pursuant to Section 1.01, the list of exclusions, express inclusions, and documents set forth on Exhibit A are incorporated into the Agreement as the Contract Documents. Pursuant the Glossary of Defined Terms, the term "Work" means the construction and services required by the Contract Documents. Pursuant to Section 2.02(a), APCO was required to engage the Third-Party Service Providers to perform the Work. Pursuant to several well-documented instructions to the Third-Party Service Providers, APCO intentionally failed to engage the Third-Party Service Providers to perform all of the Work, and then failed to inform Gemstone of the Work that APCO had unilaterally excluded from the bids when the GMP was being negotiated. This behavior is an obvious

breach of the Agreement. It is also an act of dishonesty that likely constitutes fraud.

(b) Pursuant to Section 9.01(b), upon receipt of an order from Gemstone to prepare a Change Order, APCO must "prepare, execute, and submit" to Gemstone 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. In late 2007, Gemstone was interested in splitting eight of its C-2 units into two separate units (the "C2 Split"). In order to make an informed decision, APCO was instructed to provide Gemstone with an estimate per unit to complete the C2 Split. In response, on December 11, 2007 APCO provided a written price of $4,150.00 per unit to perform the plumbing work associated with the C2 Split (the "APCO Price"). The APCO Price was represented as being based on hard numbers from the corresponding subcontractors. Based on the APCO Price, the combined total price for the plumbing work associated with the C2 Split should be $33,200.00. Based on the APCO Price, Gemstone decided to implement the C2 Split. Pursuant to APCO's Change Order #53, the actual cost of the plumbing associated with the C2 Split is nine times the $4,150.00 price previously given by APCO to Gemstone while Gemstone was making a decision regarding the viability of the C2 Split. In addition, pursuant to a written correspondence from the plumbing subcontractor to APCO, APCO did not receive such subcontractor's price for the plumbing work associated with the C2 Split until after the APCO Price was given to Gemstone. Furthermore, upon receiving the correct price from such subcontractor, APCO did not notify Gemstone of the problem despite the fact that the corresponding work on the C2 Split had not yet been commenced. In light of this material failure by APCO and the damage that it caused to Gemstone, Change Order #53 must be adjusted to reflect the APCO Price.

(c) Pursuant to Section 2.01(a), APCO 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." It is well documented that APCO has failed to maintain the Schedule, coordinate the efforts of the Third-Party Service Providers, submit shop drawings for review in a timely manner, ensure the delivery of necessary materials, respond to requests for change order revisions, and respond to requests for deductive change orders and value engineering initiatives. These failures constitute a breach of Section 2.01(a).

(d) Pursuant to Section 2.02(b), within 10 days of APCO's execution of each Third-Party Agreement, APCO must deliver to Gemstone such agreement as well as such Third-Party Service Provider's company name, company principal's name, billing address, contact information, project manager's name, superintendent's name, and contractor license number. As of the date of this letter, Gemstone does not have several of the Third-Party Agreements and much

of the above required information. Consequently, APCO has breached Section 2.02(b).

(e) Pursuant to Section 2.02(c), APCO was only permitted to use Third-Party Service Providers who have demonstrated the ability to provide good workmanship and have provided evidence of being in a financially stable position. It is well-documented that Concrete Visions, Inc. did not have the ability or the financial means to complete the work for which APCO engaged it. It is also well-documented the Jeff Heit Plumbing does not have the ability to complete the work for which APCO engaged it.

(f) Pursuant to Section 2.03(a), APCO was required to review the Contract Documents in a timely and comprehensive manner to ascertain the requirements of the Project. Based on (i) the June 20, 2008, letter from APCO to Gemstone, (ii) APCO's submissions of numerous Change Orders for Work that is clearly included in the GMP, (iii) APCO's improper instructions to the Third-Party Service Providers during the bidding process, (iv) APCO's repeated coordination mistakes, and (v) APCO's repeated failure to submit RFIs in a timely manner, APCO failed to review the Contract Documents in a timely and comprehensive manner to ascertain the requirements of the Project.

(g) Pursuant to Section 2.04(a), APCO was responsible for reviewing the Contract Drawings to "insure that the Contract Documents are consistent with each other and adequately describe the Work", and to the extent that problems existed, APCO was responsible for getting them resolved at no cost to Gemstone. Based on the lack of coordination among the Third-Party Service Providers and the submission of RFIs after commencement of the Work underlying such RFIs, APCO breached Section 2.04(a). Furthermore, APCO's repeated submission of Change Orders related to problems that arose because of APCO's failure to perform pursuant to Section 2.04(a) is a further breach of Section 2.04(a).

(h) Pursuant to Section 2.04(c), APCO was required to take field measurements, verify field conditions, and carefully compare such field measurements and conditions to the Contract Documents. In direct breach of this provision, APCO poured the footers for Buildings 8 and 9 in the wrong location because the proper field measurements were not taken in advance. As a result, costly and time-consuming adjustments had to be made. Furthermore, because APCO failed to make the proper field calculations, the mistakes made in the grading of Buildings 2, 3, and 7 were not discovered until the excavation for the footers was started. As a result, APCO thought the grading was completed when in fact several feet of excavation was still required. Consequently, when the problem was discovered during the excavation of the footers, several weeks were lost waiting for the completion of the grading that was supposed to have already been completed weeks earlier.

(i) Pursuant to Section 2.05(a), APCO must notify Gemstone, within 72 hours of discovery, of anything that will affect the Completion Period or the Contract

Sum. To date, APCO has not yet submitted requests for additional time associated with the vast majority of the submitted Change Orders. Furthermore, on several occasions, APCO has waited for months to submit Change Orders that should have been known to APCO during the review of the Contract Documents required by Sections 2.03 and 2.04.

(j) Pursuant to Section 2.05(c), APCO may not make changes to the design of the Project without the prior written consent of Gemstone. By knowingly not installing the stud rails in the podium of Buildings 8 and 9, APCO changed the design without prior written consent of Gemstone. Furthermore, by altering the design of the HVAC and plenums in Buildings 8 and 9, APCO changed the design without prior written consent of Gemstone.

(k) Pursuant to Section 2.05(c), Gemstone's share of any value engineering savings are due as a credit against the Progress Payment immediately following Gemstone's approval of the underlying changes. To date, Gemstone has initiated and approved several value engineering savings but no credits have been issued.

(l) Pursuant to Section 2.06(a), APCO is "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 ..." To date, APCO has repeatedly failed to comply with this provision. Furthermore, APCO has actually demanded delay days based on its incorrect assertion that Gemstone was required to deliver the corresponding permits in a timely manner and failed to do so.

(m) Pursuant to Section 2.06(d), APCO shall give notices and comply with laws, ordinances, rules, regulations and lawful orders of public authorities relating to the Project. As set forth in Section A(4)(c) of this letter, APCO has breached this provision.

(n) Pursuant to Section 2.07(e), Services shall only be performed by APCO and qualified Third-Party Service Providers. As set forth in Sections A(4)(c)(v) and A(5)(e) of this letter, APCO has breached this provision.

(o) Pursuant to Section 2.07(h), APCO shall review, approve, and submit to Gemstone 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 Gemstone or any Third-Party Service Provider. Pursuant to the well-documented submission dates, during the construction of the podiums, APCO often submitted RFIs and shop drawings for work immediately before and even during the construction of the Work set forth in such RFIs and shop drawings and then demanded an immediate response from Gemstone and its design team.

(p) Pursuant to Section 2.07(i), APCO 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 Gemstone. Such Work shall be in accordance with approved submittals." Pursuant to the well-documented submission dates, during the construction of the podiums, APCO often submitted RFIs and shop drawings for Work during the construction of the Work set forth in such RFIs and shop drawings. Thereafter, when as a result of such breach mistakes were made by APCO, APCO submitted Change Orders demanding that Gemstone pay for APCO's mistakes.

(q) Pursuant to Section 2.07(n), APCO must provide daily reports to Gemstone. Such daily reports have not been consistently made available to Gemstone by APCO.

(r) Pursuant to Section 2.07(o), upon receipt of a written request from Gemstone, APCO must provide to Gemstone, within 24 hours, a copy of any correspondence or agreements with any Third-Party Service Provider. Despite repeated written requests from Gemstone, APCO has repeatedly failed to comply with this provision.

(s) Pursuant to Section 2.07(r), APCO shall be responsible for any cutting, fitting or patching required to complete the Work or to make its parts fit together properly. Despite this provision, APCO submitted Change Order 00016.1 which requests $8,592.65 for the inclusion of headers, blocking, end nailing, and straps for duct penetrations through shear walls that have always been shown on the Contract Documents. In addition, the detail for the header to be used at such locations has, as well, always been in the Contract Documents. In short, the Contract Documents called for this integration, and pursuant to Section 2.07(r), APCO must pay for it.

(t) Pursuant to Section 2.08(a), APCO shall keep Gemstone informed, on a regular and consistent basis, of the progress and quality of the Work and shall inform Gemstone within 48 hours of APCO's discovery of any fault or defect in the Work. APCO has repeatedly breached this agreement by failing to disclose the existence of faults in the Work. Furthermore, APCO has compounded this repeated breach by repeatedly concealing the existence of faults in the Work in response to direct questions from Gemstone.

(u) Pursuant to Section 2.08(b), APCO shall be responsible to Gemstone for acts, errors and omissions of APCO's employees, and parties in privity of contract with APCO, who perform a portion of the Work, including the Third-Party Service Providers and those in privity of contract with such parties. In direct breach of this provision, APCO has submitted several Change Orders based on Work that resulted from errors and omissions by Third-Party Service Providers.

(v) Pursuant to Section 2.08(d), APCO shall be responsible for all costs (including engineering fees) associated with Work that fails to conform to the Contract Documents and such Work must be completed fast enough to avoid negatively impacting the Schedule. APCO has failed to pay outstanding

invoices in the amount of $61,527.50 for remedial work done by Gemstone's structural engineer. Furthermore, the remedial work required by APCO's failure to include the stud rails in the Buildings 8 and 9 podium was not completed fast enough to avoid negative impact to the Schedule.

(w) Section 2.09(a) sets forth three stages in the Work at which APCO shall inspect and approve in writing the work as of such stage and such written approvals shall be delivered to Gemstone prior to commencement of the subsequent construction stage. One of these three stages has been completed, but no such inspections or written approvals have been delivered.

(x) Pursuant to Section 2.13(a), APCO is required to have a minimum level of fulltime staffing. APCO has consistently failed to meet this minimum level especially with regard to the number of superintendents and assistant superintendents.

(y) Pursuant to Section 2.13(d), upon the written request of Gemstone, APCO shall provide the resumes of any APCO employee associated with the Project. Despite well-documented written requests from Gemstone, APCO has failed to comply with this Section 2.13(d) requirement.

(z) Pursuant to Section 2.13(d), Gemstone may, "by providing a reasonable written explanation, require the removal" of any APCO employee associated with the Project. Pursuant to an e-mail, dated August 8, 2008, Gemstone required the removal of Brian Benson and set forth a reasonable written explanation for such removal. In an e-mail, dated August 8, 2008, APCO responded that it would not comply with Gemstone's request, and Brian Benson was not removed.

(aa) Pursuant to Section 2.14(a), APCO is responsible for the proper installation of the Upgrades. APCO has repeatedly failed to take the steps necessary to generate the Change Orders and Purchase Orders necessary to complete the proper installation of the Upgrades. In light of this consistent failure and at the express written request of APCO, Gemstone is currently generating such Change Orders and Purchase Orders for APCO; however, pursuant to Section 12.09, such help from Gemstone does not waive this breach by APCO.

(bb) Pursuant to Section 2.15, there are express minimums for the number of drywall hangers that must be present in each Building during the time that any drywall is being hung. Pursuant to Gemstone's daily inspections, APCO has consistently failed to meet these minimums.

(cc) Pursuant to Section 2.16, upon a failure of APCO to provide the Services, Gemstone has the right to correct such deficiencies directly and charge all reasonable and related costs to APCO. On each occasion that Gemstone tried to correct APCO's deficiencies pursuant to Section 2.16, APCO refused to cooperate, and as a result, Gemstone was unable to make the desired corrections.

(dd) Pursuant to Section 4.02, Gemstone shall determine if APCO is maintaining the Schedule. To the extent that Gemstone determines that the Work is behind Schedule on any given Building, APCO shall deliver, within 48 hours, a make-up schedule setting forth the actions that APCO will undertake to get the corresponding Work back on Schedule prior to the next Monthly Review (the "Recovery Plan"). Aside from a basic comparison of the Work completed versus the Schedule, there are no qualifications related to Gemstone's right to demand a Recovery Plan. Gemstone has consistently given proper notice to APCO that APCO is not maintaining the Schedule, and APCO has consistently failed to deliver the Recovery Plan. Furthermore, at the last meeting regarding APCO's failure to maintain the Schedule, APCO claimed that it was not failing to meet the Schedule based on its incorrect and unsubstantiated assumption that APCO was entitled to delay days and expressly refused to deliver any Recovery Schedule. This refusal is an express unmitigated breach of Section 4.02.

(ee) Pursuant to Section 4.02, any additional costs associated with the additional manpower and overtime necessary to execute any Recovery Plan will be borne by APCO. Despite repeated requests from Gemstone, APCO refused to assume the costs associated with the additional manpower and overtime necessary to execute any Recovery Plan.

(ff) Pursuant to Section 4.02, in the event that at any Monthly Review, Gemstone determines that APCO 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, Gemstone 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 APCO as an offset to the subsequent Progress Payment. On each occasion that Gemstone attempted to engage such third-party service providers, APCO refused to cooperate, and as a result, Gemstone was unable to engage such third-parties.

(gg) Pursuant to Section 5.02(a), 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 APCO without reimbursement or contribution by Gemstone, 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. Despite this express language, APCO has submitted and repeatedly demanded payment of Change Orders related to costs arising from unforeseen ground conditions, faulty coordination, errors or omissions in the Contract Documents, and unexpected encounters with service mains. In fact, APCO has given notice of its intent to stop the Work unless Gemstone agrees to such Change Orders despite the fact that their submission by APCO is a direct breach of Section 5.02(a).

(hh) Pursuant to Section 5.02(a), the GMP includes all allowances, overhead, costs, general terms and conditions, general contractor fees and profits related to the Work and the Project. Despite this express language to the contrary, APCO has consistently submitted Change Orders based on the unsupported, but commonly made, argument that such Change Orders were not included in APCO's allowances for the Project.

(ii) Pursuant to Section 9.01(b), upon receipt of an order from Gemstone to prepare a Change Order, APCO must "prepare, execute, and submit" to Gemstone 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. APCO repeatedly submitted Change Orders that (i) were not executed, (ii) failed to describe the work to be performed, (iii) miscalculated the increases to the Contract Sum, (iv) miscalculated or failed to calculate the corresponding changes to the Completion Period, and/or (v) miscalculated the applicable Change Order Fee. Despite repeated requests for revisions from Gemstone, APCO failed to correct the above problems. To date several Change Orders submitted with one or more of the above problems have yet to be corrected and re-submitted by APCO. Notwithstanding this breach by APCO, APCO is threatening to cease its Work on the Project until such Change Orders are approved by Gemstone.

(jj) Pursuant to Section 9.02, APCO may not submit Change Orders related to additional Work that was caused by APCO's negligent performance of its responsibilities including its responsibility to review the Contract Documents including, without limitation, any soils reports and hydrology studies. Despite this provision, APCO continues to submit and demand payment of Change Orders that are precluded by the above provision.

(kk) Pursuant to Section 9.02, APCO 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. Again, despite this provision, APCO continues to submit and demand payment of Change Orders that are precluded by the above provision.

(ll) Pursuant to Article XI, APCO is required to resolve any disputes arising out of or relating to the Agreement pursuant to a well-defined procedure that involves mediation by the architect, mediation pursuant to the rules of the American Arbitration Association, and finally arbitration pursuant to the rules of the American Arbitration Association. In each instance where a dispute has arisen, APCO has ignored these express provisions for dispute resolution and relied exclusively on its statutory right to cease the Work and give notice to terminate the Agreement. Regardless of APCO's statutory rights, APCO is required to follow the dispute resolution procedures set forth in the Agreement, and to date, APCO has failed to do so.

B. Termination of the Grading Agreement.

1. **Termination With Cause.** Pursuant to Section 10.01 of the Grading Agreement, Gemstone is hereby terminating the Grading Agreement with cause for the reasons set forth in Section 3 below.

2. **No Waiver of Breach.** Section 11.11 of the Grading Agreement sets forth the following:

> **11.11 Waivers.** No waiver by either party 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.

In a good faith effort to amicably resolve its issues with APCO's lack of performance, Gemstone has delayed issuing this termination notice as long as possible. Pursuant to Section 11.11 of the Grading Agreement, however, Gemstone's willingness to cooperate and give APCO repeated opportunities to improve its performance will not be construed as a waiver of any breach.

3. **Cause for Termination.**

(a) Pursuant to Section 2.06 of the Grading Agreement, APCO was required to perform or have performed the Work necessary to complete the grading pursuant to the Contract Documents and the Schedule. APCO and its grading Subcontractor failed to read the notes on the civil drawings. As a result of this oversight, (i) the second level of parking for Buildings 2 and 3 was not initially excavated and (ii) Building 7 was not excavated to the proper depth. This mistake was not discovered until several weeks later during the excavation for the footers. As a result, several weeks were lost waiting for the completion of the grading that was supposed to have been completed weeks earlier. The above mistake is also an obvious breach of several other provisions of the Grading Agreement, including, without limitation, the following: (A) Section 2.02(a) which requires the engagement of competent Subcontractors; (B) Section 2.03(a) which requires APCO to review the Contract Documents; (C) Section 2.06(e) which requires APCO to coordinate the construction means and methods; and (D) Section 2.07(c) which requires that the Work be free from faults.

(b) Pursuant to Section 2.04(a) of the Grading Agreement, APCO must keep Gemstone informed, on a regular and consistent basis, of the progress and

quality of the Work and shall inform Gemstone within 48 hours of APCO's discovery of any fault or defect in the Work. APCO failed to inform Gemstone of the above mistakes made by APCO in connection with the grading. Gemstone learned about these mistakes from its civil engineer.

(c) Pursuant to Section 2.08 of the Grading Agreement, APCO must complete the Work pursuant to the Schedule. APCO failed to complete the Work pursuant to the Schedule, and this failure delayed the entire Project.

C. **Actions Required Upon Termination.**

1. **Return of Documents.** Pursuant to Article VI, all documents related to the Work and the Project including documents that were furnished or obtained by APCO (including, without limitation, any drawings, specifications, or designs) are the sole property of Gemstone. Consequently, all permits issued to APCO in connection with the Project are also the property of Gemstone. APCO is directed to safeguard all Project Documents and return them to Gemstone in the event of termination.

2. **Possession of the Project Site.** Pursuant to Section 10.02(b)(i), Gemstone shall take possession of the Project Site and everything on it in the event of termination.

3. **Assignment of Third-Party Agreements and Permits.** In the event of termination, and pursuant to Section 10.04, (a) all Third-Party Agreements shall be assigned to Gemstone and (b) APCO must execute and deliver all documents and take all such steps as Gemstone may require for the purpose of fully vesting in Gemstone the rights and benefits of such assigned Third-Party Agreements.

Please feel free to contact me with any questions.

Sincerely,

Gemstone Development West, Inc.

Alexander Edelstein
Chief Executive Officer

CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE AND CORRECT COPY
OF THE ORIGINAL ON FILE
CLERK OF THE COURT

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 33

Eric B. Zimbelman, Esq. (9407)
PEEL BRIMLEY LLP
3333 E. Serene Avenue, Suite 200
Henderson, NV 89074-6571
Telephone: (702) 990-7272
Facsimile: (702) 990-7273
ezimbelman@peelbrimley.com
Attorneys for Appellant
Helix Electric of Nevada, LLC

Mary E. Bacon, Esq. (12686)
SPENCER FANE LLP
400 S. Fourth Street, Suite 500
Las Vegas, NV 89101
Telephone: (702) 408-3411
Facsimile: (702) 408-3401
MBacon@spencerfane.com

John Randall Jefferies, Esq. (3512)
Christpher H. Byrd, Esq. (1633)
FENNERMORE CRAIG, P.C.
300 S. Third Street, 14th Floor
Las Vegas, NV 89101
Telephone: (702) 692-8000
Facsimile: (702) 692-8099
rjefferies@fclaw.com
cbyrd@fclaw.com
Attorneys for Respondent

Docket 77320 Document 2020-38021

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

Date	Description	Bates Number	Volume(s)
	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

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
	Exhibit 2 – Marquis Aurbach Coffing Invoice to APCO dated April 30, 2018	JA007223-JA007224	99

Date	Description	Bates Number	Volume(s)
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

Date	Description	Bates Number	Volume(s)
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

Date	Description	Bates Number	Volume(s)
	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

Date	Description	Bates Number	Volume(s)
	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

Date	Description	Bates Number	Volume(s)
	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

Date	Description	Bates Number	Volume(s)
	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

Date	Description	Bates Number	Volume(s)
	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

Date	Description	Bates Number	Volume(s)
	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**

Date	Description	Bates Number	Volume(s)
	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

Date	Description	Bates Number	Volume(s)
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

Date	Description	Bates Number	Volume(s)
		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

Date	Description	Bates Number	Volume(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		
	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

Date	Description	Bates Number	Volume(s)
	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

Date	Description	Bates Number	Volume(s)
	Pacific Construction Company, Inc.'s Counterclaim		
	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
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**

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
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

Date	Description	Bates Number	Volume(s)
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

Date	Description	Bates Number	Volume(s)
	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
	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	JA007401-JA007517	102/103

Date	Description	Bates Number	Volume(s)
	Nevada, LLC, SWPPP Compliance 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
	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

Date	Description	Bates Number	Volume(s)
	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 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
	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

Date	Description	Bates Number	Volume(s)
	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
	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

Date	Description	Bates Number	Volume(s)
	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 Complaint and Camco Pacific Construction, Inc.'s Counterclaim	JA008602-JA008621	112
	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

Date	Description	Bates Number	Volume(s)
	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
	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

Date	Description	Bates Number	Volume(s)
	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
	Exhibit 16 – Notice of Appeal	JA008799-JA008810	113
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**
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**
06-15-18	**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
	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	JA006964-JA006978	96

Date	Description	Bates Number	Volume(s)
	Precluding Defenses Based on Pay-if-Paid Agreements		
	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
	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

Date	Description	Bates Number	Volume(s)
	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 Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA007085-JA007087	97
	Exhibit 15 – Notice of Association of Counsel	JA007088-JA007094	97
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
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-**	**JA009117-JA009123**	**119**

Date	Description	Bates Number	Volume(s)
	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		
06-29-18	**Helix Electric of Nevada, LLC's Reply Re: Motion to Retax**	**JA007225-JA007237**	**100**
03-23-18	**Helix Electric of Nevada, LLC's Responses to APCO Construction's Post-Trial Brief**	**JA006173-JA006193**	**84**
06-24-09	**Helix Electric's Statement of Facts Constituting Lien and Third-Party Complaint**	**JA000001-JA000015**	**1**
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
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

Ann Arbor Bloomfield Hills Kalamazoo Las Vegas Peoria

Howard & Howard

law for business

www.h2law.com

Direct Dial 702.667.4817 email:WBG@h2law.com

August 15, 2008

VIA E-MAIL AND
FACSIMILE (702) 365-6940
Sean D. Thueson, Esq.
HOLLAND & HART
3800 Howard Hughes Parkway, 10th Floor
Las Vegas, NV 89169

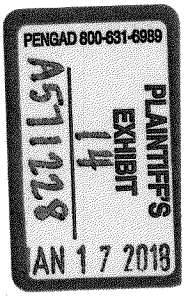
Our Client: APCO Construction
Your Client: Gemstone Development
Project: Manhattan West

Dear Mr. Thueson:

We have been asked by our client, APCO Construction ("APCO"), to respond to the August 15, 2008 letter from Gemstone Development West, Inc. ("Gemstone") regarding the alleged "ManhattanWest (sic) Phase I Termination for Cause" (the "Termination Letter"). Due to the fact that the notice was provided on a Friday, and due to the limited time to prepare a response, I have attempted to gather information regarding each issue. While I have endeavored to provide as complete a response as possible, APCO reserves the right to correct any items as necessary after having an adequate time for review.

According to the Termination Letter Gemstone is providing APCO with 48 hours notice that APCO must cure what Gemstone has termed the Immediate Termination Breaches and the Curable Breaches. Gemstone's demand is factually incorrect as APCO is not in default of the agreement, and even if APCO was in default of the agreement as alleged, the issues set forth by Gemstone would not support a termination of the contract.

The timing of Gemstone's letter leaves little doubt as to it true purpose. As you and Gemstone are well aware, APCO has provided Gemstone with a 10 day Notice of Intent to Stop Work on the project due to Gemstone's failure to pay the June 2008 Application. Instead of making the payment that is due, Gemstone is seeking to terminate the contract on or before the date that APCO will stop work on the project. It is also no accident that Gemstone has provided a 48 hour notice on a Friday, making the relevant cure date on Sunday, August 17, 2008. Even if APCO was in default, there would be no realistic time to cure any default. It is also curious that your client provided



APCO-TR-EX0014-0001
PLTF'S PROPOSED EXHIBIT NO. 14
Case No. A571228

the notice when it happens to be a weekend that Mr. Randy Nickerl has informed Gemstone as late as yesterday that he would be out of town.

Every contract in the State of Nevada contains an implied duty of good faith and fair dealing. *Albert H. Wohlers & Co. v. Bartgis*, 114 Nev. 1249 (1998). Throughout the project, Gemstone has breached its duty to act in good faith toward APCO. The latest letter is further evidence of Gemstone's lack of good faith. During the project, Gemstone has continually made changes to the plans for the project. Despite the substantial amount of changes made by Gemstone, Gemstone has refused to approve almost every change order, or even provide for appropriate extensions of the contract schedule, making new excuses (when Gemstone has even bothered to address the change orders) as to why they needed more time or more information. Gemstone is now attempting to use its refusal to recognize the proper extensions to the contract schedule as a basis for claiming APCO is in default of the contract. Other items, as addressed below, are also blatantly in bad faith.

Finally, before I address the individual items set out in the Termination Letter, I would also note that APCO has received a copy of the e-mail sent to APCO's subcontractors by Gemstone. The e-mail notes that Gemstone has a replacement General Contractor in place. Obviously, Gemstone's intent is to improperly declare APCO in default and then attempt to move forward with the project using APCO's subcontractors. Gemstone's e-mail is just the latest effort to interfere with APCO contractual relations, and APCO will take all steps necessary to protect it rights and interests.

The Alleged Immediate Termination Breaches.

Gemstone has set out several items it terms the "Immediate Termination Breaches" as section 4 of the Termination Letter. Many of the items listed are a rehash of old issues that were resolved months ago. Others are simply vague statements with no truth or support.

4(a) Items (ii), (iii), (iv) and (v) were all complete months ago as part of the normal job process. To the extent there where any problems, they would be cured.

With regard to Item (i), Gemstone's statements are untrue. APCO has supplied the appropriate number of workers to perform the drywall work, as the work has become available. Further, APCO is performing the work in accordance with the schedule as it would be adjusted if Gemstone did not refuse to address any of the change orders requesting time extensions. The problem has been with the numerous changes that have affected APCO's ability to provide areas for the drywaller to work on a consistent basis. Gemstone is well aware of this issue and Gemstone's responsibility.

Item (vii) – APCO is not currently behind schedule. As noted above, APCO has submitted many, many change orders and requests for extension of the contract schedule due to the changes made to the plans and the project during construction. Gemstone, when it has even bothered to address the change orders, has refused to approve any extension of time, and has even gone so far as to instruct APCO that APCO should not submit any requests for extension of the contract schedule. I should also note that several change orders are approved under Nevada Law due to Gemstone's failure to object to the change orders as required by the statute. Considering the days approved and even a reasonable amount of the remaining requested days, APCO is meeting what should be the updated schedule.

4(b) In this section, Gemstone again overreaches to find an issue where none exists. ThyssenKrupp demanded immediate payment under its contract when APCO provided ThyssenKrupp with a copy of the Notice of Intent to Stop Work for Gemstone's failure to pay the Application for May 2008. The issue arose because Gemstone failed to make payment to APCO. However, once payment was made, ThyssenKrupp has been paid for all amounts due them for the work performed to date. Again, to the extent this was an issue, it has been cured.

4(c) This section is just further self serving statements and attempts to find issues where none exist. Initially, it must be noted that Items (i), (ii), (iii) and (v) all refer to items that are potential disciplinary actions before the Nevada State Contractor's Board, after an investigation and hearing. You client is not the arbiter of whether any violation of these statutes has occurred. There is no default here, and there is nothing to cure.

Item (i) - APCO has not failed to diligently prosecute the work. See 4(a), Item (vii), above.

Item (ii) – This is just a self serving statement without any support and does not warrant further discussion.

Item (iii) – Again, this is an old item that was fixed months ago as part of the normal construction process. To the extent this is an issue, it has been cured.

Item (iv) – The factual assertions in this item are incorrect. The alleged violation is based upon the use of an incorrect code by Gemstone's consultant. First, All materials installed in these spaces meet NFPA requirements as outlined and required by the Clark County Building Department approved contract documents and the Owner /Architect approved submittals. Gemstone's consultant referenced NFPA 13 (2007 Edition), and the project was not permitted under this edition of the NFPA. However, in order to ensure no issues arose, as requested by Mr.

Craig Colligan on July 31, 2008, "APCO will get the fire spay-in insulation started immediately and the required HVAC changes in Building 7,8 and 9." APCO obtained pricing for the non-combustible insulation and submitted it for review to Gemstone on August 4, 2008. That submittal was rejected by the Architect on August 8, 2008 as "Not required." Despite all of this, APCO continues to work with Gemstone and the Clark County Fire Department to ensure that this issue is properly resolved.

4(d) Item (i) – APCO has provided two week look-ahead schedules and discussed the schedules at each site meeting. To the extent that there is an issue, APCO will continue to provide the two week look-ahead schedule. This item is cured to the extent it needs any further action.

Item (ii) – Again, the requested schedule updates have been provided. To the extent that there is an issue, APCO will continue to provide the schedule. This item is cured to the extent it needs any further action.

4(e) This item is another self serving claim with no substance. First, I must correct Gemstone's incorrect statement that they received an e-mail from "the general counsel for APCO's parent company." Mr. Barker is general counsel for APCO. Further, APCO does not have a "parent company." To the extent that Gemstone may be trying to drag any other company into this dispute, such action is without any basis. As for the contract section cited, Section 2.02(f) requires APCO to conduct a weekly safety and coordination meeting. APCO has conducted this meeting and continues to do so. Nothing in Section 2.02 requires APCO to set or attend a meeting to discuss the 36 Additional Sheets Gemstone added to the Contract Documents. It should also be noted that APCO did attempt to meet with representatives of Gemstone to discuss this and other issues. As has become par for the course, Gemstone refused to discuss any change orders or requests for extensions of time. APCO has tried to get these issues resolved and does not want to continue to set meetings in which Gemstone refuses to participate in good faith.

The Alleged Curable Breaches.

5(a) This issue seems to be included only to claim some fraud occurred, which is non-sense. APCO has contracted to do a scope of work, and that work will be performed by APCO as long as Gemstone continues to pay for the work. The remainder has nothing to do with any legitimate issue under Section 10.02.

5(b) APCO provided Gemstone with a proposed budget for the C-2 split work based upon a sketched floor plan, at Gemstone's request. Gemstone representatives acknowledged that there would be additional pricing based upon the engineering

and design that still had to be performed. Based upon the pricing APCO received, it supplied a change order. If Gemstone does not agree with the price, there is a procedure set out in the contract to resolve the issue. There is nothing to cure in this item.

5(c) APCO is proceeding to complete the work, furnish efficient business administration and use its best efforts on the project. To the extent an issue exists, APCO will continue to make these efforts, which should cure any issue.

5(d) All signed contracts have been provided to Gemstone upon execution. Any remaining contracts will be supplied once they are executed. There is nothing to cure on this item.

5(e) All subcontractors used were licensed by the Nevada State Contractor's Board and have performed their work on the project. Gemstone cites Concrete Visions as a problem, but they have performed all of the work requested. There is nothing to cure on this item.

5(f) APCO did, and continues to review the Contract Documents in a timely and comprehensive manner. Gemstone's position is without merit.

5(g) APCO did review the drawings as required. Gemstone fails to include the additional language that APCO "shall not be responsible for the design of the Project." The issue has been the problem with the plans and the continuing changes made to the plans, all of which is not APCO' s responsibility.

5(h) This work was all corrected in September 2007. There is nothing left to cure.

5(i) APCO has submitted numerous requests for additional time. Gemstone has refused to grant any extensions to the contract, and has even informed APCO that APCO should not bother submitting any further requests for additional time.

5(j) The issues addressed in this item were fixed months ago at the direction of Gemstone and its consultants. There is nothing left to cure.

5(k) There are no savings. The repeated changes and demands of Gemstone have increased the price of the work, not resulted in any savings.

5(l) APCO obtained the permits when they were available. The change relates to delays due to problems with the design that lead to late approval of the plans, thereby delaying APCO's ability to obtain the permits.

5(m) This is just a rehash of the same issues from above, and was previously addressed.

5(n) This is just a rehash of the same issues from above, and was previously addressed.

5(o) This is just a statement and not an issue upon which the contract may be terminated.

5(p) This is another self serving statement with no basis in fact. APCO has not billed Gemstone for the correction of any mistakes made by APCO.

5(q) The daily reports have always been kept in a binder on the jobsite. They are available to Gemstone anytime.

5(r) APCO does not recall any requests from Gemstone for this information. What requests were made and when? APCO will provide Gemstone with any information as required under the contract. There does not appear to be anything to cure in this item.

5(s), 5(u), 5(v), 5(gg), 5(hh), 5(jj), 5(kk)
As noted above, there is a procedure in the contract for the resolution of disputes. If Gemstone truly believes that there are issues with the change orders, the dispute resolution provisions of the contract should be followed, to the extent that the change order has not been approved or deemed approved. Further, the allegations are so vague and lacking specifics that they cannot be responded to in anything other than a general fashion. These items are not defaults.

5(t) APCO has informed Gemstone whenever issues have been discovered. If the issue was determined to be APCO's responsibility, APCO has fixed the issues at its cost. Once again we have a vague and self serving statement for which no detailed response can be given. To the extent that APCO discovers faults in its work, APCO will keep Gemstone informed as required by the contract documents. This issue is cured.

5(w) Gemstone is at the project everyday and knows what work is complete and what work is going to take place. Gemstone never made an issue about this issue until now, when it is facing a Stop Work Notice. However, to the extent that this issue has not been waived and in order to avoid any problems on this issue, APCO has provided the written inspection and approval has been delivered to Gemstone. This item is cured.

5(x) APCO has provided the required full time staffing. Gemstone has repeatedly demanded that APCO remove project supervisory personnel from the project

when they refuse to go along with Gemstone's demands. When APCO has complied, Gemstone turns around and complains about the lack of that position on the project. APCO is committed to providing the necessary personnel to the project, despite Gemstone's repeated interference in that regard. This issue is cured.

5(y) This is more non-sense. Please provide the details of when any such requests were made by Gemstone. All of the resumes have already been provided, and any updates will be provided if requested.

5(z) This issue has previously been addressed. There is no default on this issue.

5(aa) APCO has been working with Gemstone on these issues and the parties are working together to coordinate these change orders. Again, this item is not a default.

5(bb) This is the same issue raised by Gemstone in the Immediate Breach category and are addressed above.

5(cc) APCO has no idea what Gemstone is referring to in this item. There does not appear to be any default in this item.

5(dd) The schedule issue has been addressed above.

5(ee) The schedule issue has been addressed above.

5(ff) Gemstone has not engaged any supplemental service providers on the project to APCO's knowledge.

5(ii) APCO has prepared change orders for the project. Gemstone has refused to consider many change orders as Gemstone is required to do under Nevada law. APCO has billed for these change orders as provided by Nevada law. There is no default here.

5(ll) The position Gemstone seems to be taking is contrary to Nevada Prompt Pay Statute. As you are well aware, the Prompt Pay Statute states that no provision of any contract can waive or alter the rights provided by the Statute. Yet, that seems to be exactly what Gemstone is claiming. APCO has not ignored the dispute resolution provisions when disputes have arisen. Gemstone simply ignored the change order requests so they would not have to fund the additional amounts or allow the schedule extensions. There is simply no default on this issue by APCO.

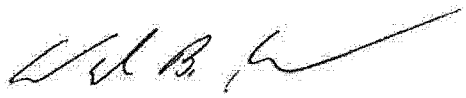
The Grading Agreement.

Gemstone's letter also purports to terminate the Grading Agreement. Just like the issues addressed above, there is no basis for terminating the agreement. The issues raised in Section 3(a) have all been completed for some time. In Section 3(b), Gemstone was notified of any faults, and those issues have been resolved. Finally, APCO does not know how APCO failed to complete any work pursuant to a schedule. Please identify the schedule and how APCO failed to comply.

Conclusion.

APCO considers that every issue that might actually require some action on the part of APCO to have been cured. Certainly, there is no good faith basis for termination of the contract for cause. Gemstone's letter is obvious for what it is, a continuing attempt to avoid payment for the work performed by APCO. Please be assured that while APCO hopes Gemstone will step back from its position and work with APCO to get this project complete, APCO stands ready, willing and able to protect its legal rights as it deems necessary.

Sincerely,



Wade B. Gochnour, Esq.

WBG:

CC: James Barker, Esq.
Gwen Mullins, Esq.

CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE AND CORRECT COPY
OF THE ORIGINAL ON FILE
CLERK OF THE COURT

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

August 19, 2008

VIA FACSIMILE & EMAIL ONLY 614-0669

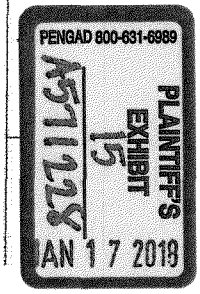
Mr. Alex Edelstein &
Mr. Pete Smith
Gemstone Development LLC
9121 W. Russell Road, Ste. 117
Las Vegas, NV 89148

RE: MANHATTAN WEST PROJECT

Dear Alex and Pete:

I started writing this letter as a supplement to our lawyer's letter that responded to your 48 hour notice. As previously indicated, there is no basis for Gemstone to terminate our contract. Given all of the Gemstone issues that have plagued this job, it was and remains my clear position that any termination of our contract would be a breach of the agreement. Then today before I could send my letter I received a letter from your lawyer saying that our contract was over.

Whoever has made this decision certainly was not aware of our prior letters and discussions in which we have advised you of significant undisclosed changes in the plans provided for construction. We have actually hired an independent third party to perform a detailed review because we have not received a complete delta log with narratives from Gemstone. As a result of that review, I have enclosed six more change orders that exceed $8,094,162.15 for your review and signature. As with the other changes, it is almost impossible to fully account for the delays and full impacts to our schedule at this stage. Consistent with the (2) two change orders that Alex signed after Pete initially rejected them for the HVAC deltas, I would propose that we hold the time issues for now. In addition to these six change orders, our initial take offs have confirmed that there is an excess of $2,000,000.00 in civil, architectural and structural changes that we are pricing and will be submitting shortly for completed work.



As noted in my letter of 7/27/08 it has become clear to me that we never really had a full agreement on the price or scope of this work given the position that you are taking on the pending changes. I can only speculate that your unwillingness to fairly consider our change orders relates to your inability to provide us with proof of financing for the changes, as we have requested under the General Conditions several times. I also find it interesting that you have sent us letters to terminate the contract all within the time that we were allowed to provide you notice of our intent to suspend the work if the change orders on the June pay application were not paid. That was to elapse on Thursday and now your lawyer is proposing that we agree to a termination before that date. We will not agree and intend to fully proceed with our contract obligations. I wish Gemstone would do the same.

Given the various lawyer letters, I also wanted to confirm our observations of events over the last few days. It has become clear to me that no matter what we say or do Gemstone made the final decision to terminate our agreement even before giving us the 48 hour notice. Yesterday morning, Alex came in and asked me what we were still doing on site because there was nothing that we could do to satisfy Gemstone. That would be consistent with the email that was sent to all of our subcontractors on Friday advising that we were being removed from the project before we even had a chance to respond to the 48 hour notice. Consistent with your prior email, we have confirmed that Gemstone has solicited our subcontractors and our employees (Ray Murcell) for the completion of this project. Frankly, your interference has created significant confusion and the damage has been done despite your lawyer's efforts to explain your conduct. Over the last few days, Gemstone has also demanded that certain APCO employees be wrongfully removed from the project. Craig also told me that Gemstone had previously selected Camco to complete the project.

Overall, I am disappointed with Gemstone's lack of good faith and disregard of our contract and the problems that are not attributable to APCO. I sincerely hope that someone on your side has the wherewithal and integrity to take the time to honestly and completely assess the changes and plan issues so that we can resolve our differences without a termination or arbitration. A termination will cause us significant damages for which Gemstone will ultimately be responsible for. I think our time is best spent addressing the changes and adjusting the contract time so we can get this project completed. Otherwise, we will have no choice but to assemble our various claims and file a lien against the project.

We await your response.

Randy Nickerl
Division Manager
APCO CONSTRUCTION

RN:ll

cc: J. Barker
J. Pelan
B. Scott

CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE AND CORRECT COPY
OF THE ORIGINAL ON FILE
CLERK OF THE COURT

Jennifer Olivares

From: Jim Horning [JimH@gemstonedev.com]
Sent: Tuesday, August 19, 2008 8:50 AM
To: Audrie Bergman; Jennifer Olivares
Subject: Pay App - ManhattanWest

Jennifer/Audrie,

I'd like to have dual checks cut for this pay application directly to the subs and the general. I believe this is different than what we have historically done on ManhattanWest, but similar to how we have paid some Manhattan Pay Apps in the past.

Please make sure we discuss before any payment is made to the G.C.

Thank you.

Jim

James Horning
CFO
Gemstone Development
9121 W. Russell Rd Suite 117
Las Vegas, NV 89148
Phone: (702) 614-3193
Mobile: (206) 930-6866
Fax: (702) 614-0669

www.manhattanwest.com
www.gemstonedev.com

PLAINTIFF'S EXHIBIT 16 A571228 JAN 17 2018
PENGAD 800-631-6989

CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE AND CORRECT COPY
OF THE ORIGINAL ON FILE
CLERK OF THE COURT

APCO-TR-EX0016-0001
PLTF'S PROPOSED EXHIBIT
NO. 16
Case No. A571228

NOTICE

TO: **ALL MANHATTEN WEST SUBCONTRACTORS**
FROM: **APCO CONSTRUCTION**
JAMES BARKER, ESQ./CORPORATE COUNSEL

Attached hereto is APCO Construction's Notice of Stopping Work and Notice of Intent to Terminate Contract for nonpayment. As of 5:00 p.m., Thursday, August 21, 2008 all work in furtherance of the subcontracts you have with APCO CONSTRUCTION on the Manhattan West project is to stop until you are advised otherwise, in writing, by APCO CONSTRUCTION.

NRS 624.610(7) states:
If a prime contractor stops work pursuant to subsection 1, each lower tiered Subcontractor with whom the prime contractor has entered into an agreement and who has not fully performed under that agreement may also stop work on the work of improvement. If a prime contractor terminates and agreement pursuant to this section, all such lower tiered subcontractors may terminate their agreements with the prime contractor.

NOTE

Pursuant to statute, APCO CONSTRUCTION is only stopping work on this project. At this time it has not terminated its contract with Gemstone. As such, all subcontractors, until advised in writing by APCO CONSTRUCTION, remain under contract with APCO CONSTRUCTION.

If you have any questions regarding this matter we urge you to seek advice from your legal counsel.

Additionally, due to the work stoppage for non-payment, the subcontractor meeting previously set for Friday, August 22nd at 11 a.m. is cancelled.

James M. Barker, Esq.
Corporate General Counsel
APCO CONSTRUCTION
702.251.5800

Allen
EXHIBIT NO. 88
J.W. SEID 7/18/17

APCO 106288

PLAINTIFF'S EXHIBIT 23
A571228
JAN 17 2019
PENCADO 800-631-6989

APCO-TR-EX0023-0001
PLTF'S PROPOSED EXHIBIT NO. 23
Case No. A571228

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

August 21, 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 STOPPING WORK & NOTICE OF INTENT TO TERMINATE CONTRACT
DEADLINE: THURSDAY, AUGUST 21, 2008 – 5:00 PM

Dear Mr. Edelstein:

On August 11, 2008, APCO provided Gemstone with written notice that unless APCO was paid the full amount of $6,183,445.24 by close of business on Thursday, August 21, 2008, that APCO would stop work on the Project. Gemstone has failed to make full payment as required by statute, despite having no good faith contractual 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 SEPTEMBER 5, 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

CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE AND CORRECT COPY
OF THE ORIGINAL ON FILE
CLERK OF THE COURT

CANCELLATION LETTER

AUG 22 2008

APCO CONSTRUCTION
2432 N. 5th Street * North Las Vegas, NV 89032
Phone: (702) 734-0188 * Fax: (702) 734-0388
E-mail: apcoconstruction.com * NCL: 14583

August 22, 2008

VIA FACSIMILE ONLY: 380-9939

Ms. Emily Barnard
Clark County Department of Development Services
Building Division
4701 West Russell Road
Las Vegas, Nevada 89118

RE: APCO Construction Building Permits on Manhattan West Project

Ms. Emily Barnard

The following is formal notification of APCO Construction's withdrawal as General Contractor of Record for the Manhattan West Project and requests Clark County Department of Services rescind and cancel the existing Building Permits currently in APCO Construction's name, for the project. Attached you will find a list of the Permit numbers and physical addresses for the Manhattan West Project. Per your conversation with Mr. Randy Nickerl, Division Manager for APCO Construction, on August 20, 2008, you indicated a simple FAX to yourself at (702) 380-9939 would be required and the Permits would be pulled immediately. APCO Construction is no longer affiliated with the project relating to financial issues.

APCO Construction has been coordinating this action with the Clark County Building Inspections Specialist, Joseph Thibodeau, and (702) 249-4197 cell. He requested to be notified upon the completion of the removal of APCO Construction from the Permits, relating to his inspections.
APCO Construction extends the utmost appreciation to Clark County Department of Development Services, Building Division for their expeditious processing of our request, we thank you.

Sincerely,

Randy Nickerl
Division Manager
APCO CONSTRUCTION

APCO CONSTRUCTION
5432 N. 5th Street • North Las Vegas, NV 89030
Phone: (702) 734-8188 • Fax: (702) 734-0388
E-mail: apcoconstruction.com • NCL: 14583

Please see below for the Manhattan West Building and Permit numbers that are currently in APCO Construction's name that we would like cancelled.

BUILDINGS 2&3							
Permit Number	Permit Type	Parcel Number	Address	Permit Description	Issued	Phone System #	Internet Pin
07-20759	BU4	163-32-101-004	9205 W. Russell Rd.	Buildings 2&3 Foundation/Podium - Building	9/6/2007	10989715	189006
07-20759	EL9	163-32-101-019	9205 W. Russell Rd.	Buildings 2&3 Foundation/Podium - FIA Conduit	4/21/2008	11987742	189006

BUILDING 2							
Permit Number	Permit Type	Parcel Number	Address	Permit Description	Issued	Phone System #	Internet Pin
07-25619	BU10	163-32-101-019	9275 W. Russell Rd.	Building 2 - Phased Commercial Shell - Building	12/4/2007	11080845	986051
07-25619		163-32-101-019	9275 W. Russell Rd.	Building 2 - Finished Floor Elevation Certificate	5/13/2008		

BUILDING 3							
Permit Number	Permit Type	Parcel Number	Address	Permit Description	Issued	Phone System #	Internet Pin
07-25623	BU10	163-32-101-019	9205 W. Russell Rd.	Building 3 - Phased Commercial Shell - Building	12/4/2007	11446549	986051
07-25623		163-32-101-019	9205 W. Russell Rd.	Building 3 - Finished Floor Elevation Certificate	5/13/2008		

Aug. 22. 2008 10:51PM APCO CONSTRUCTION No. 8370 P. 3

CANCELLATION LETTER

AUG 22 2008

AUG 22 2008

CANCELLATION LETTER

APCO CONSTRUCTION
2432 N. Las Vegas Blvd. North Las Vegas, NV 89030
Phone: (702) 399-3910 Fax: (702) 399-3939
E-mail: apcoconstruction.com Lic. # NCL 1140889

Please see below for the Manhattan West Building and Permit numbers that are currently in APCO Construction's name that we would like cancelled.

Thank you.

PODIUM 7							
Permit Number	Permit Type	Parcel Number	Address	Permit Description	Issued	Phone System #	Internet Pin
07-20760	BU4	163-32-101-005	9215 W. Russell Rd.	Building 7 Garage Foundation/Podium - Building	9/8/2007	10893731	199008

BUILDING 7							
Permit Number	Permit Type	Parcel Number	Address	Permit Description	Issued	Phone System #	Internet Pin
07-25828	BU10	163-32-101-019	9216 W. Russell Rd.	Building 7 - Phased Building 76 Units - Building	12/4/2007	11080852	986051
07-25828		163-32-101-019	9215 W. Russell Rd.	Building 7 - Finished Floor Elevation Certificate	9/13/2008		

CANCELLATION LETTER

APCO CONSTRUCTION
3403 N. 5th Street - North Las Vegas, NV 89032
Phone: (702) 734-0188 - Fax: (702) 734-0228
E-mail: apcoconstruction@cox.net - NCL: 17883

Please see below for the Manhattan West Building and Permit numbers that are currently in APCO Construction's name that we would like cancelled.

Thank you.

POOL/SPA BLDG 8&9							
Permit Number	Permit Type	Parcel Number	Address	Permit Description	Issued	Phone System #	Internet Pin
07-20781	BU4	163-32-101-003	9255 W. Russell Rd.	Building 8&9 Foundation/Podium - Building	9/6/2007	10969768	138008

BUILDING 8							
Permit Number	Permit Type	Parcel Number	Address	Permit Description	Issued	Phone System #	Internet Pin
07-25827	BU10	163-32-101-019	9265 W. Russell Rd.	Building 8 - Phased Building 40 Units - Building	12/4/2007	11060837	986051
08-5054	BU1	163-32-101-019	9265 W. Russell Rd.	Building 8 - C2 Split - Supp to 07-25827	4/30/2008	11941267	240138
07-25827		163-32-101-019	9265 W. Russell Rd.	Building 8 - Finished Floor Elevation Certificate	5/13/2008		

BUILDING 9							
Permit Number	Permit Type	Parcel Number	Address	Permit Description	Issued	Phone System #	Internet Pin
07-25828	BU10	163-32-101-019	9255 W. Russell Rd.	Building 9 - Phased Building 40 Units - Building	12/4/2007	11447568	986051
08-5053	BU1	163-32-101-019	9256 W. Russell Rd.	Building 9 - C2 Split - Supp to 07-25828	4/30/2008	11582830	138191
07-25828		163-32-101-019	9255 W. Russell Rd.	Building 9 - Finished Floor Elevation Certificate	5/13/2008		

AUG 22 2008

CANCELLATION LETTER

APCO CONSTRUCTION
2439 N. Tenaya Way, North Las Vegas, NV 89115
Phone: (702) 734-0188 • Fax: (702) 734-0388
e-mail: apcoconstruction@cox.net • NCL: 13588

Please see below for the Manhattan West Building and Permit numbers that are currently in APCO Construction's name that we would like cancelled.

Thank you.

General Site Misc Permits

Organization	Permit Number	Permit Type	Parcel Number	Address	Permit Description	Issued	Issued To
Air Quality	34026	Dust Control	Ref Permit 07-20759, 07-20760, 07-20761	Russell/215	Dust Control Permit for Construction Activities including surface grading and trenching	8/8/2007	Apco Construction
Clark Count Development	07-33574	Off Site Construction	163-32-101-018	Russell/ Ft Apache	Off Site Improvements and Maintenance	12/13/2007	Apco Construction
Clark Count Development	07-20761		163-32-101-003	9205 W. Russell Rd.	Foundation only	8/20/2007	Apco Construction

CANCELLATION LETTER

APCO CONSTRUCTION
3432 N. 5th Street, North Las Vegas, NV 89030
Phone: (702) 399-0596 Fax: (702) 734-0886
E-mail: apcoconstruction.com NCL 44666

Please see below for the Manhattan West Building and Permit numbers that are currently in APCO Construction's name that we would like cancelled.

Thank you.

General Site CCSD Permits

Permit Number	Permit Type	Parcel Number	Address	Permit Description	Issued	Phase System Number	Interact Pin Number
07-49404	PLFT	163-32-101-019	9275 W. Russell Rd.	Onsite Utilities - Domestic Water and Sanitary Sewer	1/18/2008	11527256	451232
07-45858	EPD	163-32-101-019	9205 W. Russell Rd.	Site Generator, Sub-panel and Temp Lights	11/20/2007	11437778	772448
08-13784	EPD	163-32-101-019	9255 W Russell Rd.	Trailer Temp Generator	SHS/2008	12021713	349578

CANCELLATION LETTER

AUG 2 2 2008

APCO CONSTRUCTION
3488 N. 5th Street • North Las Vegas, NV 89032
Phone: (702) 734-0388 • Fax: (702)734-0389
E-mail: apcoconstruction.com • NCL: 14883

Please see below for the Manhattan West Building and Permit numbers that are currently in APCO Construction's name that we would like cancelled.

Thank you.

BUILDING	ADDRESS
Building 2	9275 W. Russell Rd., Las Vegas, NV 89148
Building 3	9205 W. Russell Rd., Las Vegas, NV 89148
Building 7	9215 W. Russell Rd., Las Vegas, NV 89148
Building 8	9265 W. Russell Rd., Las Vegas, NV 89148
Building 9	9255 W. Russell Rd., Las Vegas, NV 89148

CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE AND CORRECT COPY
OF THE ORIGINAL ON FILE
CLERK OF THE COURT