

IN THE SUPREME COURT OF THE STATE OF NEVADA

Supreme Court Case No. 77320
Consolidated with 80508

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Clerk of Supreme Court

HELIX ELECTRIC OF NEVADA, LLC,

Appellant,

v.

APCO CONSTRUCTION, INC., A NEVADA CORPORATION,

Respondent.

**JOINT APPENDIX
VOLUME 35**

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CHRONOLOGICAL APPENDIX OF EXHIBITS

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¹ Filed January 31, 2018

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	Trial Exhibit 116 - Ratification and Amendment of Subcontract Agreement between Buchele and Camco	JA002546- JA002550	44
	Trial Exhibit 117 - C to the Ratification	JA002551- JA002563	44
	Trial Exhibit 118 - Q&A from Gemstone to subcontracts	JA002564- JA002567	44
	Trial Exhibit 119 - Check No. 528388 payable to APCO (\$33,847.55) – Progress Payment No. 8.1 and 8.2	JA002568- JA002571	44
	Trial Exhibit 120 - Tri-City Drywall Pay Application No. 7 to APCO as submitted to Owner. Show percentage complete for Zitting	JA002572- JA002575	44/45
	Trial Exhibit 127 - Photo of Video (Construction Project)	JA002576- JA002577	45/46
	Trial Exhibit 128 - Photo of Video (Construction Project)	JA002578- JA002579	46
	Trial Exhibit 129 - Photo of Video (Construction Project)	JA002580- JA002581	46

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

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

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	Trial Exhibit 510 - Unsigned Subcontract	JA003814- JA003927	61/62
	Trial Exhibit 512 - Helix's Lien Notice	JA003928- JA004034	62/63
	Trial Exhibit 522 - Camco Billing	JA004035- JA005281	63/64/65 /66/67/ 68/69/70/ 71/72 /73/74/75 /76/77
01-19-18	Order Denying APCO Construction's Motion for Reconsideration of Order Granting Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA005282- JA005283	78
01-18-18	Transcript – Bench Trial (Day 2)²	JA005284- JA005370	78
	Trial Exhibit 535 – Deposition Transcript of Andrew Rivera (Exhibit 99) (<i>Admitted</i>)	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 (<i>Admitted</i>)	JA005786- JA005801	80
	Trial Exhibit 314 - Declaration of Victor Fuchs in support of Helix's Motion for Partial Summary Judgment against Gemstone (<i>Admitted</i>)	JA005802- JA005804	80

² Filed January 31, 201879

³ Filed January 31, 2018

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 320 – June-August Billings—not paid to APCO (<i>Admitted</i>)	JA005805	80
	Trial Exhibit 321 – Overpayments to Cabinetec (<i>Admitted</i>)	JA005806-	80
	Trial Exhibit 536 – Lien math calculations (handwritten) (<i>Admitted</i>)	JA005807- JA005808	80
	Trial Exhibit 804 – Camco Correspondence (<i>Admitted</i>)	JA005809- JA005816	80
	Trial Exhibit 3176 – APCO Notice of Lien (<i>Admitted</i>)	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

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

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

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	Exhibit 2 – Memorandum of Costs and Disbursements (Helix Electric of Nevada, LLC)	JA006575- JA006580	90
	Exhibit 3 – Prime Interest Rate	JA006581- JA006601	90
	Exhibit 4 – Declaration of Eric B. Zimbelman in Support of Helix Electric of Nevada, LLC’s Motion for Attorneys’ Fees, Interest and Costs	JA006583- JA006588	90
	Exhibit 5 – Summary of Fees	JA006589- JA006614	90
06-15-18	APCO Construction, Inc.’s Opposition to Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.’s Motions to Retax Costs	JA006615- JA006637	90/91
	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 Munteer 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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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 <i>En Banc</i> 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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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 <i>in Limine</i>	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
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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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
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	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
		JA006442	
	Exhibit 7B – Time Recap	JA006443- JA006474	88
	Exhibit 8 – Declaration of Cody S. Mounter, 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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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 <i>in Limine</i>	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
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	90/91
	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 <i>Limine</i> 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 <i>Motion in Limine</i>	JA001133 JA001148	21

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	Exhibit 1 – Special Master Report Regarding Discovery Status	JA001149- JA001151	21
	Exhibit 2 – Notice of Taking NRCP Rule 30(b)(6) Deposition of the Person Most Knowledgeable for Zitting Brothers Construction, Inc.	JA001152- JA001160	21
06-29-18	APCO Construction, Inc.’s Reply in Support of its Motion for Attorney’s Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.	JA007198- JA007220	99
	Exhibit 1 – Invoice Summary by Matter Selection	JA007221- JA007222	99
	Exhibit 2 – Marquis Aurbach Coffing Invoice to APCO dated April 30, 2018	JA007223- JA007224	99
04-26-10	CAMCO and Fidelity’s Answer and CAMCO’s Counterclaim	JA000031- JA000041	1
11-14-17	Camco Pacific Construction Company, Inc.’s Opposition to Lien Claimants’ Motions in Limine Nos. 1-6	JA000898- JA000905	12
	Exhibit A – Nevada Construction Services Cost Plus GMP Contract Disbursement Agreement	JA000906- JA000907	12
	Exhibit B – Scott Financial Corporation’s April 28, 2009 letter to the Nevada State Contractor’s Board	JA000908- JA000915	2/13
	Exhibit C – E-mail from Alex Edelstein dated December 15, 2008 Re: Letter to Subs	JA000916- JA000917	13
	Exhibit D – Camco Pacific’s letter dated December 22, 2008	JA000918- JA000920	13
	Exhibit E – Order Approving Sale of Property	JA000921- JA000928	13
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06-15-18	Declaration of S. Judy Hirahara in support of National Woods's Opposition to APCO Construction's Motion for Attorneys' Fees and Costs	JA007121- JA007189	98
06-13-13	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 <i>in Limine</i> 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

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

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	Exhibit 9 – Notice of Entry of Order to Consolidate this Action with Case Nos. A574391, A574792, A57623. A58389, A584730, A58716, A580889 and A589195	JA 007528- JA007541	103
	Exhibit 10 (Part One)	JA007537- JA007542	103
	Exhibit 10A – Docket 09A587168 (Accuracy Glass & Mirror v. APCO)	JA007543- JA007585	103
	Exhibit 10B -Docket 08A571228 (APCO v. Gemstone)	JA007586- JA008129	103/104/105/ 106/107/108 109
	Exhibit 10C – Notice of Entry of Order to Consolidate this Action with Cases Nos A57. 4391, A574792, A577623, A583289, A584730, A587168, A580889 and A589195	JA008130- JA008138	109
	Exhibit 10D – Notice of Entry of Joint Order Granting, in Part, Various Lien Claimants’ Motions for Partial Summary Judgment Against Gemstone Development West	JA008139- JA008141	109
	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

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	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

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	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 Cabenotec 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

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	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

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	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

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	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 <i>En Banc</i> Reconsideration	JA006959- JA006963	96
	Exhibit 5 – Notice of Entry of Order Granting Peel Brimley Lien Claimants’ Motion for Partial Summary Judgment	JA006964- JA006978	96

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	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 <i>in Limine</i>	JA007060- JA007088	97

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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 <i>in Limine</i>	JA001644- JA001647	28

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Exhibit 9 - Amended <i>nunc pro tunc</i> order regarding APCO Construction, Inc.'s Omnibus Motion <i>in Limine</i> No. 7	JA001648- JA001650	28
	Exhibit 10 - Order Granting in Part and Denying in part Helix Electric of Nevada, LLC's Motions <i>in Limine</i> 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 <i>in Limine</i>	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- JA001667	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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 <i>En Banc</i> 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
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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 <i>in Limine</i>	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
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 <i>in Limine</i> 1-4	JA001170- JA001177	22
12-29-17	Notice of Entry of Order Granting Peel Brimley Lien Claimants' Motion <i>in Limine</i> 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 <i>Ex Parte</i> 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- JA000379	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 <i>in Limine</i> Nos. 1-6	JA000419- JA000428	7
	Exhibit 1 – Notice of Entry of Order	JA000429	7

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		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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

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	Trial Exhibit 17 – Video (Construction Project)	JA002285	N/A
	Trial Exhibit 18 – Video (Construction Project)	JA002286	N/A
	Trial Exhibit 19 – Video (Construction Project)	JA002287	N/A
	Trial Exhibit 20 – Video (Construction Project)	JA002288	N/A
	Trial Exhibit 21 – Video (Construction Project)	JA002289	N/A
	Trial Exhibit 22 – Video (Construction Project)	JA002290	N/A
	Trial Exhibit 29 - Email from J. Robbins to Subcontractors re: Billing Cut-Off for August Billing	JA002285	39
	Trial Exhibit 30 - Camco Pay Application No. 11 NCS-Owner Approved with NCS Draw Request	JA002286- JA002306	39
	Trial Exhibit 32 and 125 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixture installed)	JA002307- JA002308	39
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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:		

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	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	63/64/65/66/6 7/ 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

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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 162 - Amended and Restated General Construction Agreement between Gemstone and CAMCO (<i>Admitted</i>)	JA002147- JA002176	35/36
	Trial Exhibit 212 - Letter from Edelstein to R. Nickerl re: NRS 624 Notice (<i>Admitted</i>)	JA002177- JA002181	36
	Trial Exhibit 215 - Email from C. Colligan to Subcontractors re: 48-hour Termination Notice (<i>Admitted</i>)	JA002182- JA002185	36
	Trial Exhibit 216 - Email from C. Colligan re: Meeting with Subcontractors (<i>Admitted</i>)	JA002186- JA002188	36
	Trial Exhibit 506 – Email and Contract Revisions (<i>Admitted</i>)	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) (<i>Admitted</i>)	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 (<i>Admitted</i>)	JA005786- JA005801	80
	Trial Exhibit 314 - Declaration of Victor Fuchs in support of Helix’s Motion for Partial Summary Judgment against Gemstone (<i>Admitted</i>)	JA005802- JA005804	80
	Trial Exhibit 320 – June-August Billings—not paid to APCO (<i>Admitted</i>)	JA005805	80
	Trial Exhibit 321 – Overpayments to Cabinetec (<i>Admitted</i>)	JA005806-	80

⁶ Filed January 31, 201879

⁷ Filed January 31, 2018

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 536 – Lien math calculations (handwritten) (<i>Admitted</i>)	JA005807- JA005808	80
	Trial Exhibit 804 – Camco Correspondence (<i>Admitted</i>)	JA005809- JA005816	80
	Trial Exhibit 3176 – APCO Notice of Lien (<i>Admitted</i>)	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	\$ 7,003.75	268
Interstate Plumbing and Air	\$ 5,603.00	270
Interstate Plumbing and Air	\$ 2,101.13	275
Interstate Plumbing and Air	\$ 840.45	277
Interstate Plumbing and Air	\$ 68,062.50	282
Interstate Plumbing and Air	\$ 48,400.00	284
Interstate Plumbing and Air	\$ 528.70	298
Interstate Plumbing and Air	\$ 13,199.80	299
Interstate Plumbing and Air	\$ 2,405.80	300
Interstate Plumbing and Air	\$ 1,167.20	303
Interstate Plumbing and Air	\$ 1,130.70	307
Jeff Heit Plumbing	\$ 8,666.90	307
Interstate Plumbing and Air	\$ 4,373.00	308
Interstate Plumbing and Air	\$ 620.70	309
Interstate Plumbing and Air	\$ 185.35	310
Interstate Plumbing and Air	\$ 1,586.10	311
Interstate Plumbing and Air	\$ 13,199.80	312
Interstate Plumbing and Air	\$ 2,405.80	313
Interstate Plumbing and Air	\$ 510.70	317
Interstate Plumbing and Air	\$ 1,160.40	318
Jeff Heit Plumbing	\$ 8,666.90	320
Interstate Plumbing and Air	\$ 4,373.00	321
Interstate Plumbing and Air	\$ 620.70	322
Interstate Plumbing and Air	\$ 185.35	323
Interstate Plumbing and Air	\$ 2,114.80	324
Interstate Plumbing and Air	\$ 13,199.80	325
Interstate Plumbing and Air	\$ 3,608.70	326
Interstate Plumbing and Air	\$ 1,160.40	331
Interstate Plumbing and Air	\$ 1,130.70	333
Jeff Heit Plumbing	\$ 8,666.90	333
Interstate Plumbing and Air	\$ 4,373.00	334
Interstate Plumbing and Air	\$ 1,862.10	335
Interstate Plumbing and Air	\$ 185.35	336
Interstate Plumbing and Air	\$ 1,057.40	337
Interstate Plumbing and Air	\$ 13,199.80	338
Interstate Plumbing and Air	\$ 2,405.80	339
Interstate Plumbing and Air	\$ 1,160.40	344
Interstate Plumbing and Air	\$ 1,130.70	346
Jeff Heit Plumbing	\$ 8,666.90	346
Interstate Plumbing and Air	\$ 8,746.00	347
Interstate Plumbing and Air	\$ 620.70	348
Interstate Plumbing and Air	\$ 185.35	349
Interstate Plumbing and Air	\$ 1,586.10	350
Interstate Plumbing and Air	\$ 19,799.70	351
Interstate Plumbing and Air	\$ 3,608.70	352

APCO-00035461

SUBCONTRACTOR	AMOUNT	LINE
Interstate Plumbing and Air	\$ 1,547.20	357
Interstate Plumbing and Air	\$ 1,130.70	359
Jeff Heit Plumbing	\$ 8,666.90	359
Interstate Plumbing and Air	\$ 8,746.00	360
Interstate Plumbing and Air	\$ 1,241.40	361
Interstate Plumbing and Air	\$ 370.70	362
Interstate Plumbing and Air	\$ 1,586.10	363
Interstate Plumbing and Air	\$ 19,799.70	364
Interstate Plumbing and Air	\$ 3,608.70	365
Interstate Plumbing and Air	\$ 386.80	370
Interstate Plumbing and Air	\$ 376.90	372
Jeff Heit Plumbing	\$ 8,666.90	372
Interstate Plumbing and Air	\$ 4,373.00	373
Interstate Plumbing and Air	\$ 1,862.10	374
Interstate Plumbing and Air	\$ 370.70	375
Interstate Plumbing and Air	\$ 528.70	376
Interstate Plumbing and Air	\$ 6,599.90	377
Interstate Plumbing and Air	\$ 1,202.90	378
Interstate Plumbing and Air	\$ 386.80	383
Interstate Plumbing and Air	\$ 376.90	385
Jeff Heit Plumbing	\$ 8,666.90	385
Helix Electric	\$ 3,500.00	418
Helix Electric	\$ 34,000.00	420
Helix Electric	\$ 10,000.00	421
Helix Electric	\$ 4,500.00	427
Helix Electric	\$ 4,500.00	429
Helix Electric	\$ 14,400.00	431
Helix Electric	\$ 33,500.00	433
Helix Electric	\$ 18,750.00	439
Helix Electric	\$ 18,750.00	441
APCO Construction	\$ 195,233.91	443
APCO Construction	\$ (1,057.00)	445
Calico Construction	\$ 50,000.00	446
K & G Construction, Inc.	\$ 11,303.75	454
K & G Construction, Inc.	\$ 11,303.75	455
K & G Construction, Inc.	\$ 11,303.75	456
K & G Construction, Inc.	\$ 11,303.75	457
The Masonry Group	\$ 248,560.00	459
Distinctive Marble	\$ 8,585.00	460
Hi-Tech Fabrication, Inc.	\$ 46,092.00	461
Nevada Prefab Engineers	\$ 28,907.62	461
Steel Structures	\$ 80,500.00	461
Professional Doors & Millworks	\$ 8,145.94	472
Insulpro Projects	\$ 23,778.50	473
Professional Roofing Services (PRS)	\$ 3,154.58	474

APCO-00035462

SUBCONTRACTOR	AMOUNT	LINE
Executive Plastering	\$ 117,465.00	476
Tri-City Drywall	\$ 130,000.00	478
Interstate Plumbing and Air	\$ 4,923.68	511
Interstate Plumbing and Air	\$ 4,923.68	513
Interstate Plumbing and Air	\$ 31,688.87	516
Interstate Plumbing and Air	\$ 19,013.35	518
Jeff Heit Plumbing	\$ 28,116.68	527
Interstate Plumbing and Air	\$ 13,878.25	535
Interstate Plumbing and Air	\$ 3,195.00	536
Interstate Plumbing and Air	\$ 428.30	538
Jeff Heit Plumbing	\$ 6,214.00	540
Interstate Plumbing and Air	\$ 13,878.25	547
Interstate Plumbing and Air	\$ 1,597.50	548
Jeff Heit Plumbing	\$ 924.20	552
Interstate Plumbing and Air	\$ 22,205.20	559
Interstate Plumbing and Air	\$ 1,597.50	560
Jeff Heit Plumbing	\$ 6,125.00	564
Interstate Plumbing and Air	\$ 5,551.30	571
Jeff Heit Plumbing	\$ 38,285.80	576
Helix Electric	\$ 1,250.00	580
Helix Electric	\$ 5,000.00	583
APCO Construction	\$ (13,936.00)	584
Helix Electric	\$ 11,000.00	584
Helix Electric	\$ 10,000.00	586
Helix Electric	\$ 3,500.00	593
Helix Electric	\$ 3,500.00	595
APCO Construction	\$ 67,311.78	597
APCO Construction	\$ (1,057.00)	599
K & G Construction, Inc.	\$ 11,303.75	608
K & G Construction, Inc.	\$ 11,303.75	609
K & G Construction, Inc.	\$ 11,303.75	610
K & G Construction, Inc.	\$ 11,303.75	611
Distinctive Marble	\$ 3,165.00	614
Nevada Prefab Engineers	\$ 19,176.97	615
Steel Structures	\$ 80,500.00	615
Professional Doors & Millworks	\$ 8,145.94	626
Insulpro Projects	\$ 11,263.50	627
Tri-City Drywall	\$ 125,000.00	632
Interstate Plumbing and Air	\$ 9,847.36	665
Interstate Plumbing and Air	\$ 6,337.77	670
Interstate Plumbing and Air	\$ 10,140.45	672
Interstate Plumbing and Air	\$ 6,337.78	673
Interstate Plumbing and Air	\$ 16,653.90	689
Interstate Plumbing and Air	\$ 1,597.50	690
Jeff Heit Plumbing	\$ 5,625.00	694

APCO-00035463

SUBCONTRACTOR	AMOUNT	LINE
Interstate Plumbing and Air	\$ 16,653.90	701
Interstate Plumbing and Air	\$ 3,195.00	702
Jeff Heit Plumbing	\$ 2,625.00	706
Interstate Plumbing and Air	\$ 11,102.60	713
Interstate Plumbing and Air	\$ 2,396.25	714
Interstate Plumbing and Air	\$ 506.00	718
Jeff Heit Plumbing	\$ 9,625.00	718
Interstate Plumbing and Air	\$ 1,553.55	723
Interstate Plumbing and Air	\$ 5,551.30	725
Interstate Plumbing and Air	\$ 798.75	726
Interstate Plumbing and Air	\$ 428.30	728
Interstate Plumbing and Air	\$ 506.00	730
Jeff Heit Plumbing	\$ 38,110.00	730
Helix Electric	\$ 1,250.00	734
APCO Construction	\$ (13,936.00)	738
Helix Electric	\$ 11,000.00	738
Helix Electric	\$ 10,000.00	740
Helix Electric	\$ 3,500.00	747
Helix Electric	\$ 3,500.00	749
APCO Construction	\$ 30,344.94	751
APCO Construction	\$ 2,930.09	787
Interstate Plumbing and Air	\$ 2,813.83	787
APCO Construction	\$ 1,783.79	793
Helix Electric	\$ 22,500.00	793
APCO Construction	\$ 1,379.65	794
Helix Electric	\$ 17,500.00	794
APCO Construction	\$ 2,288.64	797
Helix Electric	\$ 9,000.00	797
APCO Construction	\$ 2,180.70	801
Helix Electric	\$ 22,000.00	801
APCO Construction	\$ 1,935.00	802
Helix Electric	\$ 23,000.00	802

TOTAL: \$ 5,862,424.02

APCO-00035464

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JA002110

APCO TR EX0021 0020

LINE ITEM BREAKDOWN
(SORTED BY SUBCONTRACTORS
ALPHABETICALLY)

APCO-00035465

JA002111

APCO-TR-EX0031-0030

3432 NORTH 5TH STREET
 NORTH LAS VEGAS NV 89032
 (702) 734-0198 PHONE
 (702) 734-0396 FAX



**MANHATTAN WEST
 APPLICATION #11**

**: ITEM CONSOLIDATION
 AUGUST 2008**

SUBCONTRACTOR	AMOUNT	LINE ITEM
Accuracy Glass and Mirror	\$ 1,924,208.00	208
APCO Construction	\$ 15,277.11	27
APCO Construction	\$ (18,382.00)	29
APCO Construction	\$ 31,514.03	104
APCO Construction	\$ (19,082.00)	106
APCO Construction	\$ 19,044.89	181
APCO Construction	\$ (5,941.00)	183
APCO Construction	\$ 195,233.91	443
APCO Construction	\$ (1,057.00)	445
APCO Construction	\$ (13,936.00)	584
APCO Construction	\$ 67,311.78	597
APCO Construction	\$ (1,057.00)	599
APCO Construction	\$ (13,936.00)	738
APCO Construction	\$ 30,344.94	751
APCO Construction	\$ 2,930.09	787
APCO Construction	\$ 1,783.79	793
APCO Construction	\$ 1,379.65	794
APCO Construction	\$ 2,288.64	797
APCO Construction	\$ 2,180.70	801
APCO Construction	\$ 1,935.00	802
Buchele, Inc.	\$ 135,000.00	10
Calico Construction	\$ 50,000.00	446
Dependable Glass and Mirror	\$ 20,500.00	55
Distinctive Marble	\$ 3,565.00	200
Distinctive Marble	\$ 8,585.00	460
Distinctive Marble	\$ 3,165.00	614
Executive Plastering	\$ 145,662.22	53
Executive Plastering	\$ 18,999.42	130
Executive Plastering	\$ 117,465.00	476
Helix Electric	\$ 5,000.00	89
Helix Electric	\$ 2,500.00	90
Helix Electric	\$ 1,750.00	93
Helix Electric	\$ 2,500.00	95
Helix Electric	\$ 2,500.00	96
Helix Electric	\$ 5,000.00	99
Helix Electric	\$ 5,000.00	100

APCO-00035466

SUBCONTRACTOR	AMOUNT	LINE ITEM
Helix Electric	\$ 5,000.00	101
Helix Electric	\$ 5,000.00	102
Helix Electric	\$ 2,500.00	167
Helix Electric	\$ 1,750.00	170
Helix Electric	\$ 5,000.00	173
Helix Electric	\$ 5,000.00	176
Helix Electric	\$ 5,000.00	177
Helix Electric	\$ 5,000.00	178
Helix Electric	\$ 5,000.00	179
Helix Electric	\$ 3,500.00	418
Helix Electric	\$ 34,000.00	420
Helix Electric	\$ 10,000.00	421
Helix Electric	\$ 4,500.00	427
Helix Electric	\$ 4,500.00	429
Helix Electric	\$ 14,400.00	431
Helix Electric	\$ 33,500.00	433
Helix Electric	\$ 18,750.00	439
Helix Electric	\$ 18,750.00	441
Helix Electric	\$ 1,250.00	580
Helix Electric	\$ 5,000.00	583
Helix Electric	\$ 11,000.00	584
Helix Electric	\$ 10,000.00	586
Helix Electric	\$ 3,500.00	593
Helix Electric	\$ 3,500.00	595
Helix Electric	\$ 1,250.00	734
Helix Electric	\$ 11,000.00	738
Helix Electric	\$ 10,000.00	740
Helix Electric	\$ 3,500.00	747
Helix Electric	\$ 3,500.00	749
Helix Electric	\$ 22,500.00	793
Helix Electric	\$ 17,500.00	794
Helix Electric	\$ 9,000.00	797
Helix Electric	\$ 22,000.00	801
Helix Electric	\$ 23,000.00	802
Hi-Tech Fabrication, Inc.	\$ 60,690.64	201
Hi-Tech Fabrication, Inc.	\$ 46,092.00	461
Insulpro Projects	\$ 23,778.50	473
Insulpro Projects	\$ 11,263.50	627
Interstate Plumbing and Air	\$ 9,362.50	65
Interstate Plumbing and Air	\$ 16,478.00	66
Interstate Plumbing and Air	\$ 5,992.00	67
Interstate Plumbing and Air	\$ 2,701.00	79
Interstate Plumbing and Air	\$ 4,565.80	81
Interstate Plumbing and Air	\$ 23,629.80	82

APCO-00035467

SUBCONTRACTOR	AMOUNT	LINE ITEM
Interstate Plumbing and Air	\$ 1,632.80	83
Interstate Plumbing and Air	\$ 5,232.00	85
Interstate Plumbing and Air	\$ 14,980.00	142
Interstate Plumbing and Air	\$ 630.34	219
Interstate Plumbing and Air	\$ 3,361.80	222
Interstate Plumbing and Air	\$ 2,101.13	226
Interstate Plumbing and Air	\$ 11,206.00	229
Interstate Plumbing and Air	\$ 2,101.13	233
Interstate Plumbing and Air	\$ 11,206.00	236
Interstate Plumbing and Air	\$ 2,101.13	240
Interstate Plumbing and Air	\$ 2,101.13	247
Interstate Plumbing and Air	\$ 9,104.88	254
Interstate Plumbing and Air	\$ 7,003.75	261
Interstate Plumbing and Air	\$ 8,404.50	263
Interstate Plumbing and Air	\$ 7,003.75	268
Interstate Plumbing and Air	\$ 5,603.00	270
Interstate Plumbing and Air	\$ 2,101.13	275
Interstate Plumbing and Air	\$ 840.45	277
Interstate Plumbing and Air	\$ 68,062.50	282
Interstate Plumbing and Air	\$ 48,400.00	284
Interstate Plumbing and Air	\$ 528.70	298
Interstate Plumbing and Air	\$ 13,199.80	299
Interstate Plumbing and Air	\$ 2,405.80	300
Interstate Plumbing and Air	\$ 1,167.20	303
Interstate Plumbing and Air	\$ 1,130.70	307
Interstate Plumbing and Air	\$ 4,373.00	308
Interstate Plumbing and Air	\$ 620.70	309
Interstate Plumbing and Air	\$ 185.35	310
Interstate Plumbing and Air	\$ 1,586.10	311
Interstate Plumbing and Air	\$ 13,199.80	312
Interstate Plumbing and Air	\$ 2,405.80	313
Interstate Plumbing and Air	\$ 510.70	317
Interstate Plumbing and Air	\$ 1,160.40	318
Interstate Plumbing and Air	\$ 4,373.00	321
Interstate Plumbing and Air	\$ 620.70	322
Interstate Plumbing and Air	\$ 185.35	323
Interstate Plumbing and Air	\$ 2,114.80	324
Interstate Plumbing and Air	\$ 13,199.80	325
Interstate Plumbing and Air	\$ 3,608.70	326
Interstate Plumbing and Air	\$ 1,160.40	331
Interstate Plumbing and Air	\$ 1,130.70	333
Interstate Plumbing and Air	\$ 4,373.00	334
Interstate Plumbing and Air	\$ 1,862.10	335
Interstate Plumbing and Air	\$ 185.35	336

APCO-00035468

SUBCONTRACTOR	AMOUNT	LINE ITEM
Interstate Plumbing and Air	\$ 1,057.40	337
Interstate Plumbing and Air	\$ 13,199.80	338
Interstate Plumbing and Air	\$ 2,405.80	339
Interstate Plumbing and Air	\$ 1,160.40	344
Interstate Plumbing and Air	\$ 1,130.70	346
Interstate Plumbing and Air	\$ 8,746.00	347
Interstate Plumbing and Air	\$ 620.70	348
Interstate Plumbing and Air	\$ 185.35	349
Interstate Plumbing and Air	\$ 1,586.10	350
Interstate Plumbing and Air	\$ 19,799.70	351
Interstate Plumbing and Air	\$ 3,608.70	352
Interstate Plumbing and Air	\$ 1,547.20	357
Interstate Plumbing and Air	\$ 1,130.70	359
Interstate Plumbing and Air	\$ 8,746.00	360
Interstate Plumbing and Air	\$ 1,241.40	361
Interstate Plumbing and Air	\$ 370.70	362
Interstate Plumbing and Air	\$ 1,586.10	363
Interstate Plumbing and Air	\$ 19,799.70	364
Interstate Plumbing and Air	\$ 3,608.70	365
Interstate Plumbing and Air	\$ 386.80	370
Interstate Plumbing and Air	\$ 376.90	372
Interstate Plumbing and Air	\$ 4,373.00	373
Interstate Plumbing and Air	\$ 1,862.10	374
Interstate Plumbing and Air	\$ 370.70	375
Interstate Plumbing and Air	\$ 528.70	376
Interstate Plumbing and Air	\$ 6,599.90	377
Interstate Plumbing and Air	\$ 1,202.90	378
Interstate Plumbing and Air	\$ 386.80	383
Interstate Plumbing and Air	\$ 376.90	385
Interstate Plumbing and Air	\$ 4,923.68	511
Interstate Plumbing and Air	\$ 4,923.68	513
Interstate Plumbing and Air	\$ 31,688.87	516
Interstate Plumbing and Air	\$ 19,013.35	518
Interstate Plumbing and Air	\$ 13,878.25	535
Interstate Plumbing and Air	\$ 3,195.00	536
Interstate Plumbing and Air	\$ 428.30	538
Interstate Plumbing and Air	\$ 13,878.25	547
Interstate Plumbing and Air	\$ 1,597.50	548
Interstate Plumbing and Air	\$ 22,205.20	559
Interstate Plumbing and Air	\$ 1,597.50	560
Interstate Plumbing and Air	\$ 5,551.30	571
Interstate Plumbing and Air	\$ 9,847.36	665
Interstate Plumbing and Air	\$ 6,337.77	670
Interstate Plumbing and Air	\$ 10,140.45	672

SUBCONTRACTOR	AMOUNT	LINE ITEM
Interstate Plumbing and Air	\$ 6,337.78	673
Interstate Plumbing and Air	\$ 16,653.90	689
Interstate Plumbing and Air	\$ 1,597.50	690
Interstate Plumbing and Air	\$ 16,653.90	701
Interstate Plumbing and Air	\$ 3,195.00	702
Interstate Plumbing and Air	\$ 11,102.60	713
Interstate Plumbing and Air	\$ 2,396.25	714
Interstate Plumbing and Air	\$ 506.00	718
Interstate Plumbing and Air	\$ 1,553.55	723
Interstate Plumbing and Air	\$ 5,551.30	725
Interstate Plumbing and Air	\$ 798.75	726
Interstate Plumbing and Air	\$ 428.30	728
Interstate Plumbing and Air	\$ 506.00	730
Interstate Plumbing and Air	\$ 2,813.83	787
Jeff Heit Plumbing	\$ 20,730.00	86
Jeff Heit Plumbing	\$ 20,730.00	163
Jeff Heit Plumbing	\$ 8,666.90	307
Jeff Heit Plumbing	\$ 8,666.90	320
Jeff Heit Plumbing	\$ 8,666.90	333
Jeff Heit Plumbing	\$ 8,666.90	346
Jeff Heit Plumbing	\$ 8,666.90	359
Jeff Heit Plumbing	\$ 8,666.90	372
Jeff Heit Plumbing	\$ 8,666.90	385
Jeff Heit Plumbing	\$ 28,116.68	527
Jeff Heit Plumbing	\$ 6,214.00	540
Jeff Heit Plumbing	\$ 924.20	552
Jeff Heit Plumbing	\$ 6,125.00	564
Jeff Heit Plumbing	\$ 38,285.80	576
Jeff Heit Plumbing	\$ 5,625.00	694
Jeff Heit Plumbing	\$ 2,625.00	706
Jeff Heit Plumbing	\$ 9,625.00	718
Jeff Heit Plumbing	\$ 38,110.00	730
K & G Construction, Inc.	\$ 2,900.00	40
K & G Construction, Inc.	\$ 2,900.00	41
K & G Construction, Inc.	\$ 2,900.00	42
K & G Construction, Inc.	\$ 2,900.00	43
K & G Construction, Inc.	\$ 2,900.00	117
K & G Construction, Inc.	\$ 2,900.00	118
K & G Construction, Inc.	\$ 2,900.00	119
K & G Construction, Inc.	\$ 2,900.00	120
K & G Construction, Inc.	\$ 11,303.75	454
K & G Construction, Inc.	\$ 11,303.75	455
K & G Construction, Inc.	\$ 11,303.75	456
K & G Construction, Inc.	\$ 11,303.75	457

SUBCONTRACTOR	AMOUNT	LINE ITEM
K & G Construction, Inc.	\$ 11,303.75	608
K & G Construction, Inc.	\$ 11,303.75	609
K & G Construction, Inc.	\$ 11,303.75	610
K & G Construction, Inc.	\$ 11,303.75	611
Nevada Prefab Engineers	\$ 9,956.86	47
Nevada Prefab Engineers	\$ 15,337.61	124
Nevada Prefab Engineers	\$ 91,856.74	201
Nevada Prefab Engineers	\$ 28,907.62	461
Nevada Prefab Engineers	\$ 19,176.97	615
Northstar Concrete	\$ 7,800.00	112
Northstar Concrete	\$ 13,044.00	198
Ossi's Iron Works	\$ 12,135.11	47
Ossi's Iron Works	\$ 12,135.11	124
Otis Elevator	\$ 170,101.00	213
Professional Doors & Millworks	\$ 7,715.43	48
Professional Doors & Millworks	\$ 7,715.43	125
Professional Doors & Millworks	\$ 40,350.10	203
Professional Doors & Millworks	\$ 8,145.94	472
Professional Doors & Millworks	\$ 8,145.94	626
Professional Roofing Services (PRS)	\$ 2,428.60	51
Professional Roofing Services (PRS)	\$ 51,000.60	128
Professional Roofing Services (PRS)	\$ 3,154.58	474
Skyline Insulation	\$ 100,276.00	50
Skyline Insulation	\$ 14,644.00	127
Skyline Insulation	\$ 8,114.00	205
Southwest Steel	\$ 4,729.15	124
Steel Structures	\$ 80,500.00	461
Steel Structures	\$ 80,500.00	615
The Masonry Group	\$ 51,000.00	13
The Masonry Group	\$ 43,731.00	14
The Masonry Group	\$ 3,210.00	44
The Masonry Group	\$ 16,050.00	121
The Masonry Group	\$ 248,560.00	459
ThyssenKrupp Elevator	\$ 54,219.00	59
Tri-City Drywall	\$ 80,500.00	133
Tri-City Drywall	\$ 52,675.00	209
Tri-City Drywall	\$ 130,000.00	478
Tri-City Drywall	\$ 125,000.00	632

TOTAL: \$ 5,862,424.02

APCO-00035471

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JA002117

APCO-TR-EX0031-0036

MANHATTAN WEST

SUB PYMT SUMMARY

APPLICATION #11

AUGUST 2008

SUBCONTRACTOR	GROSS BILLING	RET. AMT.	NET CHECK
ACCURACY GLASS AND MIRROR	\$ 1,924,208.00	\$ 192,421.00	\$ 1,731,787.00
APCO CONSTRUCTION	\$ 282,848.53		\$ 282,848.53
WRG Work Tickets	\$ 14,985.00	\$ 1,498.00	\$ 13,487.00
	\$ 297,833.53	\$ 1,498.00	\$ 296,335.53
BUCHELE, INC.	\$ 135,000.00	\$ 13,500.00	\$ 121,500.00
CALICO CONSTRUCTION	\$ 50,000.00		\$ 50,000.00
PREVIOUSLY PAID TO CALICO BY APCO	\$ (50,000.00)		\$ (50,000.00)
	\$ -		\$ -
DEPENDABLE GLASS AND MIRROR	\$ 20,500.00	\$ 2,050.00	\$ 18,450.00
DISTINCTIVE MARBLE	\$ 15,315.00	\$ 1,531.00	\$ 13,784.00
EXECUTIVE PLASTERING	\$ 282,126.64	\$ 28,213.00	\$ 253,913.64
HELIX ELECTRIC	\$ 362,800.00	\$ 36,290.00	\$ 326,610.00
HI-TECH FABRICATION	\$ 106,782.64		\$ 106,782.64
INSULPRO PROJECTS	\$ 35,042.00	\$ 3,504.00	\$ 31,538.00
INTERSTATE PLUMBING - PLUMBING	\$ 344,319.55	\$ 34,432.00	\$ 309,887.55
INTERSTATE PLUMBING - HVAC	\$ 334,171.83	\$ 33,417.00	\$ 300,754.83
JEFF HEIT PLUMBING AND FIRE	\$ 172,665.67	\$ 23,778.00	\$ 148,887.67
VIKING SUPPLY NET	\$ 37,762.57		\$ 37,762.57
HD WATERWORKS SUPPLY	\$ 25,115.23		\$ 25,115.23
FERGURSON FIRE & FAB	\$ 2,235.51		\$ 2,235.51
	\$ 237,778.98	\$ 23,778.00	\$ 214,000.98
K & G CONSTRUCTION, INC.	\$ 113,630.00	\$ 11,363.00	\$ 102,267.00
NEVADA PREFAB ENGINEERS	\$ 165,235.80	\$ 16,524.00	\$ 148,711.80
NORTHSTAR CONCRETE	\$ 20,844.00		\$ 20,844.00
OSSI'S IRONWORKS	\$ 24,270.22		\$ 24,270.22
OTIS ELEVATOR	\$ 170,101.00	\$ 17,010.00	\$ 153,091.00
PROFESSIONAL DOORS AND MILLWORKS	\$ 72,072.84	\$ 7,207.00	\$ 64,865.84
PRS (PROFESSIONAL ROOFING SERVICES)	\$ 56,583.78	\$ 5,658.00	\$ 50,925.78
SKYLINE INSULATION	\$ 123,034.00	\$ 12,303.00	\$ 110,731.00
SOUTHWEST STEEL	\$ 4,729.15		\$ 4,729.15
STEEL STRUCTURES	\$ 161,000.00		\$ 161,000.00
THE MASONRY GROUP	\$ 362,551.00	\$ 36,255.00	\$ 326,296.00
THYSSENKRUPP ELEVATOR	\$ 54,219.00	\$ 5,422.00	\$ 48,797.00
TRI-CITY DRYWALL	\$ 388,175.00	\$ 38,818.00	\$ 349,357.00
TOTAL:	\$ 5,862,423.96	\$ 521,194.00	\$ 5,341,229.96

APCO CONSTRUCTION	\$ 282,848.53		\$ 282,848.53
PREVIOUSLY PAID CALICO	\$ 50,000.00		\$ 50,000.00
JOINT CHECK WITH WRG	\$ 14,985.00	\$ 1,498.00	\$ 13,487.00
	\$ 317,863.53	\$ 1,498.00	\$ 319,361.53

APCO-00035472



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 #: 10
INVOICE #: 11
DATE: 8/31/2008

PROJECT: ManhattanWest Phase I

DESCRIPTION	LINE	TOTAL
Contractor Fee (Overhead & Profit)		
On and Off Site Improvements	27	\$ 15,277.11
Building #2	104	\$ 31,514.03
Building #3	181	\$ 19,044.89
Building #7	443	\$ 195,233.91
Building #8	597	\$ 67,311.78
Building #9	751	\$ 30,344.94
Work Self-Performed		
Reinforcing Steel	29	\$ (18,382.00)
Reinforcing Steel	106	\$ (19,082.00)
Reinforcing Steel Labor	183	\$ (5,941.00)
Reinforcing Steel Labor	445	\$ (1,057.00)
Electrical Light Fixture Package	584	\$ (13,936.00)
Reinforcing Steel Labor	599	\$ (1,057.00)
Electrical Light Fixture Package	738	\$ (13,936.00)
Building Change Order		
BUILDING CO 00012.3 HVAC Thru Delta 5 B8/B9	787	\$ 2,930.09
BUILDING CO 00029.2 Electrical Options B8	793	\$ 1,783.79
BUILDING CO 00032.2 Electrical Options B9	794	\$ 1,379.65
BUILDING CO 00036.1 Electrical C2 Split B8/9	797	\$ 2,288.64
BUILDING CO 00042.1 Electrical Changes Delta 3	801	\$ 2,180.70
BUILDING CO 00043.2 Electrical Changes Delta 5	802	\$ 1,935.00
SUBTOTAL:		\$ 297,833.53
TOTAL DUE:		\$ 297,833.53

COMMENTS: If there are any questions please contact Randy Nicklerl at (702) 734-0198

APCO-00035473

JA002119

APCO-TR-EX0031-0038

CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE AND CORRECT COPY
OF THE ORIGINAL ON FILE

JA002120 *[Signature]*

CLERK OF THE COURT

SUBCONTRACT AGREEMENT

PROJECT: The West Manhattan Condominiums Contract NO. 168-7 APCO Construction Project No. 168
PROJECT LOCATION: West Russell Road and Rocky Hill Street, Las Vegas, NV, 89148

OWNER: Gemstone Development West, Inc., 9121 West Russell Rd, Unit 117, Las Vegas Nevada 89148

ARCHITECT/ENGINEER: OZ Architecture, 303.861.5704 Horon Street, Denver, CO . 80202 . Redwine Engineering (303) 575-9510 700 17th Street, Denver, CO 80202 . Jordan & Skala Engineers, (702) 362-5111, 2900 S. Rancho Dr, Suite 102, Las Vegas Nevada 89102. WRG Engineering (702) 990-8300 3011 West Horizon Ridge Parkway, Suite 100, Henderson Nevada 89052.

THIS AGREEMENT (hereinafter "the Subcontract") is entered into in consideration of the mutual promises made this 17th day of April, 2007, between:

ASPHALT PRODUCTS CORPORATION also known as APCO Construction, (hereinafter called the "Contractor")
3432 N. Fifth Street, North Las Vegas, Nevada 89032. Office: (702) 734-0198, Fax: (702) 734-0388. Nevada Contractors License No. 14563.

And Helix Electric
3078 E. Sunset Road
Suite 9
Las Vegas, NV 89120 P 702-732-1188 F 702-732-4386

(hereinafter called the "Subcontractor").

Subcontractor's NV Contractor's License No. 53810

Limit: Unlimited

Contractor and Subcontractor agree as follows:

1. Contract Documents

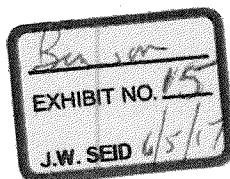
- 1.1 The Contract Documents for this Subcontract Agreement, shall include all exhibits and other documents attached hereto or made a part thereof by reference, all drawings designed by OZ Architecture, Redwine Engineering, Jordan & Skala Engineers, WRG Engineering and approved by Gemstone Development West, Inc. and the Primary Contract between the Owner and Contractor (hereinafter "the Prime Contract"), including all exhibits, and other documents attached thereto or made part hereof by reference, the Project Specifications and Contract Documents, the Project Plans, and all addendum and subsequent modifications issued thereto. (All Contract Documents identified herein shall be hereinafter collectively referred to as the "Contract Documents").

- 1.2 The attached Helix Electric Exhibit is also part of this Subcontract Agreement. The Contract Documents are available in Contractor's office. Subcontractor acknowledges that it has carefully examined the Contract Documents and fully understands them. Copies of the Plans and Specifications will be provided to Subcontractor, upon request, at Subcontractor's Cost. Subcontractor shall, prior to the commencement of the Work, review and compare all of the Subcontract Documents relating to the performance of the Subcontractor and any and all errors, ambiguities and inconsistencies shall immediately be reported to the Contractor in writing and resolved to Subcontractor's satisfaction.



APCO Construction
Subcontractor HEE

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APCO00039520

APCO 104915



APCO-TR-EX0045-0001

PLTF'S PROPOSED EXHIBIT
NO. 45

Case No. A571228

JA002121

- 1.3 Subcontractor is bound to the Contractor to the same extent and duration that Contractor is bound to Owner. Subcontractor assumes toward Contractor all obligations, liabilities and responsibilities that Contractor, by the Contract Documents, has assumed toward the Owner in the Prime Contract. Contractor shall further have the benefit of all rights, remedies, redress and limitations in respect to Subcontractor and all things done and used by Subcontractor in performance of its Work, which the Owner and its agents have against Contractor in the Contract Documents or by law. Any and all decisions by the Owner or its agents relative to interpretation of the Contract Documents or any ambiguity or discrepancy therein shall be binding on the Subcontractor to the same extent such are binding on Contractor. Subcontractor shall bind lower tier subcontractors and suppliers to full compliance with all Contract Documents, including all performance obligations and responsibilities which subcontractor assumes toward Contractor.

2. Scope of Work

- 2.1 Subcontractor agrees to furnish all supervision and labor, furnish and install all materials, equipment and supplies required, and do all things necessary to fully complete all of the items of work ("the Subcontract Work"), referred to in Exhibit "A": Subcontractor Scope of Work
- 2.2 Subcontractor warrants to Contractor and Owner that all Work shall be performed in a neat, skillful, good and workmanlike manner and will be fit for its intended use both as to workmanship and materials. Subcontractor agrees that all materials and equipment furnished by Subcontractor shall be new and of the best description and quality of their respective kinds, unless otherwise specified and ordered by Contractor in writing. Subcontractor warrants that the materials and equipment furnished and the Work performed will strictly comply with the Contract Documents and this Subcontract, and shall be satisfactory to Owner and Contractor.

2.3 Equal Opportunity Clause

During the performance of any contract, Subcontractor, unless exempt, agrees as follows:

- 2.3.1 Subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Subcontractor will take affirmative action to ensure that color, religion, sex or national origin. Such action shall include, but not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Subcontractor agrees to post in conspicuous places, available to employee and applicants for employment, notices to be provided by the government contracting officer setting forth the provisions of this nondiscrimination clause.
- 2.3.2 Subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of Subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3. Contract Price and Payments

- 3.1 In consideration of the strict and complete and timely performance of all Subcontract Work, Contractor agrees to pay Subcontractor or in the payment quantities and schedules as is more fully described in Exhibit "A": Subcontractor's Scope of Work.
- 3.2 In Consideration of the promises, covenants and agreements of Subcontractor herein contained, and the full, faithful and prompt performance of the Work in accordance with the Contract Documents, Contractor agrees to pay, and Subcontractor agrees to receive and accept as full compensation for doing all Work and

APCO Construction
Subcontractor UR

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furnishing all materials and equipment contemplated and embraced in this Subcontract, and for all loss or damage arising out of the nature of said Work, or from all actions of the elements or from any unforeseen difficulties or obstacles which may arise or be encountered in the performance of the Work, and for all risks of every description connected with the Work, and for all expense incurred by or in consequence of the suspension, interruption or discontinuance of the Work, and for well and faithfully completing the Work and the whole thereof in the manner and according to the requirements and instructions of Contractor and Owner or Owner's agents in charge of the Work, if any, payment in the amount of the Subcontract Price.

- 3.3 Subcontractor, upon request of Contractor, and on such date as Contractor shall designate, shall submit to Contractor, in form and content acceptable to Contractor, a monthly billing, no later than the 25th of each month, showing quantities of Subcontract work that has been satisfactorily completed in the preceding month, as well as backup material for same for submittal to the Owner. Failure to submit by the 25th of each month may result in that monthly payment application being rolled over to the following month. Subcontractor shall also submit an original executed Conditional Release, in the form required by Contractor, verifying payment of all laborers, subcontractors, equipment and material suppliers. Subcontractor shall also furnish required releases from any sub-subcontractors and/or materials suppliers that have notified Contractor of their presence on the Project. Subcontractor further agrees to provide all required employment security department, fringe benefit trust funds, certified payroll, and/or other reports as may be required by the Contractor or the Contract Documents.
- 3.4 The progress payment to Subcontractor shall be one hundred percent (100%) of the value of Subcontract work completed (less 10% retention) during the preceding month as determined by the Owner, less such other amounts as Contractor shall determine as being properly withheld as allowed under this Article or as provided elsewhere in this Subcontract. 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 Work performed by Subcontractor. As a condition precedent to receiving partial payments from Contractor for Work performed, Subcontractor shall execute and deliver to Contractor, with its application for payment, a full and complete release (Forms attached) of all claims and causes of action Subcontractor may have against Contractor and Owner through the date of the execution of said release, save and except those claims specifically listed on said release and described in a manner sufficient for Contractor to identify such claim or claims with certainty. Upon the request of Contractor, Subcontractor shall provide an Unconditional Waiver of Release in form required by Contractor for any previous payment made to Subcontractor. 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. The progress payment to Subcontractor shall be one hundred percent (100%) of the value of Subcontract work completed (less 10% retention) during the preceding month as determined by the Owner, less such other amounts as Contractor shall determine as being properly withheld as allowed under this Article or as provided elsewhere in this Subcontract. 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 Work performed by Subcontractor. As a condition precedent to receiving partial payments from Contractor for Work performed, Subcontractor shall execute and deliver to Contractor, with its application for payment, a full and complete release (Forms attached) of all claims and causes of action Subcontractor may have against Contractor and Owner through the date of the execution of said release, save and except those claims specifically listed on said release and described in a manner sufficient for Contractor to identify such claim or claims with certainty. Upon the request of Contractor, Subcontractor shall provide an Unconditional Waiver of Release in form required by Contractor for any previous payment made to Subcontractor. 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.

- 3.6 Contractor shall have the right at all times to contact lower tier subcontractors and suppliers to verify that they are being paid by Subcontractor for labor or materials furnished for use in the Subcontract Work. If it appears that labor, material or other costs incurred in the performance of the Subcontract Work are not being paid when due, Contractor may take whatever steps it deems necessary to insure that the progress payments will be utilized to pay such costs, including, but not limited to, the issuance of joint checks payable to the claimant after written notice to Subcontractor, or additionally, making payment directly to claimant after written notice to Subcontractor. If such payment by Contractor exceeds the balance of payments due or to become due to Subcontractor from Contractor, then Subcontractor shall be liable to Contractor for the difference.
- 3.7 Contractor is hereby expressly granted the right to off set any sums due the Subcontractor under the provisions of this Subcontract against any obligation that may be due from Subcontractor to Contractor regardless of the source of said obligation. When requested by Contractor, Subcontractor shall furnish to Contractor a verified and itemized statement showing the names and addresses of all entities who have furnished or may furnish labor, materials, and/or equipment for the Subcontract Work together with the amount due or to become due for such work.
- 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: (a) Completion of the entire project described in the Contract Documents; (b) The approval and final acceptance of the project Work by Owner; (c) Receipt of final payment by Contractor from Owner; (d) Delivery to Contractor from Subcontractor all as-built drawings for its scope of work and other close out documents; (e) Delivery to Contractor from Subcontractor a Release and Waiver of Claims from all of Subcontractor's laborers, material and equipment suppliers, and subcontractors providing labor, materials or services to the Project, (Forms attached). If any sub-subcontractor, supplier or other person refuses to furnish a release or waiver required by the Owner or Contractor, the Subcontractor shall, upon the request of Contractor, furnish a bond satisfactory to the owner and Contractor to indemnify them against any such claim or lien. Should the existence of any unsatisfied or undischarged claim, obligation or lien arising in conjunction with Subcontractor's Work become known after final payment is received from Contractor, Subcontractor shall promptly pay on demand all actual amounts Contractor and/or Owner pay in bonding around, satisfying, discharging or defending any such claim, obligation or lien, including all costs and attorney's fees incurred in connection therewith. Final payment shall not relieve Subcontractor from liability, or for warranty or guaranty, or for indemnity obligations for faulty or defective Work.
- 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.
- 3.10 Progress payments and Final Payment shall not be considered or construed as evidence of acceptance of any part of Subcontractor's work until final acceptance of the Project by Owner.
4. Prosecution of Work
- 4.1 TIME IS OF THE ESSENCE OF THIS SUBCONTRACT.
- (a) Seven (7) copies of all Subcontractor submittals shall be received by Contractor to suit the requirements of the approved CPM target schedule unless otherwise agreed to in writing by Contractor. Subcontractor agrees to provide plan-sized sheets for all submittals of required size

APCO Construction
Subcontractor, U.F.

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24"x36" including one (1) sepla & six (6) blue line prints. Product specifications shall be provided in standard 8-1/2" by 11" paper, three hole punched and inserted into three ring binders labeled "The Manhattanwest Condominiums". Any required re-submittals shall be submitted within five working days of receipt of request from the Owner.

- (b) Final acceptance and approval of this Subcontract Agreement is contingent upon approval of Subcontractor's Submittals by the Owner/Architect/Engineer.
- (c) Any delays in the submittal process caused in whole or part by Subcontractor may be grounds for immediate termination of this Subcontract Agreement and subject Subcontractor to damages as provided in Sections 8 and 9 below.

Subcontractor agrees to commence the Subcontract Work within five (5) calendar days after receiving notification from Contractor to proceed, or within such other time as may be specified by Contractor, and to proceed at such points as Contractor may designate, and to continue diligently in its performance in accordance with the Contractor's project schedule and at a pace that will cause no delay in the progress of the Contractor's or other subcontractor's work.

- 4.2 Upon request, Subcontractor shall promptly provide Contractor with scheduling information, in the format required in the Contract Documents, or any other information relating to the order or nature of the Subcontract Work. Subcontractor agrees that the project schedule may be revised by Contractor as work progresses. Contractor may require Subcontractor to prosecute segments of the Subcontract Work in phases as Contractor may specify. Subcontractor shall comply with instructions given by Contractor, including any instructions to suspend, delay or accelerate the Subcontract Work. Subcontractor shall not be entitled to any extra compensation from Contractor for any such suspension, delay or acceleration unless specifically agreed to in writing by the Contractor and Owner and paid for by Owner. 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.
- 4.3 Subcontractor shall keep the work area reasonably clean of debris, daily, resulting from the performance of its work and shall remove from the work area all debris generated by the execution of the Subcontract work. Non-compliance with verbal direction from Prime Contractor's Project Superintendent for cleanup shall result in one (1) written notice for clean-up. Upon failure to properly police the debris from their own activity, 24 hours after written notification this subcontractor will be fined \$500.00 plus the cost for clean-up.
- 4.4 Subcontractor, in undertaking to complete the Subcontract Work within the time specified, avows that it has considered ordinary delays incident to such work; including, but not limited to delays in securing materials, equipment or workmen, and minor changes, omissions or additions, unavoidable casualties, normal weather conditions, strikes or lockouts. If Subcontractor shall be delayed in the performance of the Work by any act or neglect of the Owner or Architect, or by agents or representatives of either, or by changes ordered in the Work, or by fire, unavoidable casualties, national emergency, or by any cause other than the intentional interference of Contractor, Subcontractor shall be entitled, as Subcontractor's exclusive remedy, to an extension of time reasonably necessary to compensate for the time lost due to the delay, but only if Subcontractor shall notify Contractor in writing within twenty four (24) hours after such occurrence, and only if Contractor shall be granted such time extension by Owner. No time extension will be allowed for delays or suspensions of work caused or contributed to by Subcontractor, and no time extension will be granted Subcontractor that will render Contractor liable for liquidated damages or other loss under the Contract Documents. The Subcontractor understands that this is an aggressive schedule and that should the Subcontractor fail to staff the Project with the proper workforce, to stay on schedule, then it is understood that the Subcontractor will have its workforce work overtime and/or weekends to maintain the pace of the schedule solely at the subcontractors expense.

APCO Construction
Subcontractor U/E

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- 4.5 In addition to other damages and remedies provided in this Subcontract, Subcontractor agrees to pay any liquidated damages that may be assessed against the Contractor by the Owner, as provided in the Contract Documents, for any project delays caused by Subcontractor. Such damages shall be paid for each working day the Subcontract Work remains incomplete beyond the time specified for subcontract completion plus any extension thereof agreed to in writing by the Contractor, and granted by Owner.
- 4.6 Contractor shall not be liable to Subcontractor for delays caused by reason of fire or other casualty, or on account of riots, strikes, labor trouble, terrorism, acts of God, cataclysmic event, or by reason of any other event or cause beyond Contractor's control, or contributed to by Subcontractor.
- 4.7 All Subcontract work done and all Subcontract materials delivered to the project site shall become Contractor's property, and said material shall not be removed by Subcontractor or any other party from the project site without Contractor's written consent. After completion and final acceptance of the Subcontract work and final payment, Subcontractor shall promptly remove all remaining material, equipment and debris of Subcontractor.
5. Changes and Claims
- 5.1 Contractor may order or direct changes, additions, deletions or other revisions in the Subcontract work without invalidating the Subcontract. No changes, additions, deletions, or other revisions to the Subcontract shall be valid unless made in writing. Subcontractor mark up shall be limited to 10% overhead and profit in addition to the direct cost of the work. No markup shall be allowed on over time for original scope of work acceleration.
- 5.2 Subcontractor, prior to the commencement of such changed or revised work, shall submit, (within 24 hours of request) to Contractor, written copies of the cost or credit proposal, including work schedule revisions, for changes, additions, deletions or other revisions in a manner consistent with the Contract Documents. Contractor 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, costs, and other expenses incurred by Contractor in the collection of any such sum or time extension. Payment to Subcontractor for such work shall be conditioned upon Contractor's actual receipt of payment from the Owner and such payment by Owner to Contractor with whatever documentation or support, as Contractor may deem necessary to negotiate with Owner.
- 5.3 In any dispute between Contractor and Owner as to amount, classification, price, time or value of Subcontract Work, or any Subcontract material or supplies, or any delay in the prosecution of the Subcontract work caused by Owner, or any other matter whatsoever pertaining to the Subcontract work, Subcontractor agrees to promptly and adequately provide Contractor with whatever documentation or support as Contractor may deem necessary to negotiate with Owner.
- 5.4 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 Contractor, then Subcontractor shall be bound thereby. Subcontractor may, at its own expense, participate with Contractor in arbitration or legal proceedings; Subcontractor shall bear part or all costs, including attorneys' fees and legal expenses, incurred by Contractor in any such proceeding involving a claim, which, if allowed, would result in one or more payments to Subcontractor. Subcontractor's costs shall bear to the total amount sought in the proceeding. Prosecution of any such claim or proceeding shall be at the sole risk of Subcontractor, and Contractor shall have no liability for or in relation to the outcome.

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Subcontractor UE

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APCO 104920

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APCO-TR-EX0045-0006

6. Assignments

- 6.1 Subcontractor shall not assign or sublet the Subcontract or any part of the Subcontract Work or any payments due hereunder, without prior written consent of Contractor. Any such assignment made by Subcontractor without Contractor's prior written consent is void, and shall be grounds for termination of this Subcontract by Contractor, terminates the Subcontractor's right to any further payment and authorizes Contractor to withhold all monies due or to become due to Subcontractor.

7. Taxes

- 7.1 All applicable taxes, contributions, interest and/or penalties due under any federal, state, or municipal statute or regulation arising from Subcontractor's Work are included in the price to be paid to Subcontractor under the Subcontract. Subcontractor shall indemnify, defend, and save Contractor and Owner harmless from all liability, loss, and expense resulting from Subcontractor's failure to satisfy such obligations. Subcontractor shall, on demand, provide proof that all taxes and other charges have been, and are being properly paid.
- 7.2 If Contractor is assessed or charged for any Subcontractor taxes, contributions, interest or penalties, Contractor shall have the right to withhold such amount from funds due or to become due under the Subcontract, and to pay directly to taxing authorities any sums otherwise due Subcontractor, but not otherwise subject to offset in accordance with Section 3 above, upon receipt of a tax levy from such taxing authority.

8. Default and Termination

- 8.1 If, in the opinion of Contractor or Owner, Subcontractor fails, at any time, to supply a sufficient number of properly skilled workmen or sufficient materials and equipment of the proper quality; or fails to adequately or timely perform the Subcontract work to the satisfaction of Contractor or Owner; or becomes insolvent or makes any filing under the Acts of Congress relating the bankruptcy; or fails, neglects and/or refuses to comply with the project plans and specification; or fails to perform the Subcontract work in a good and workmanlike manner; or causes any stoppage of the work of the other trades upon the project; or fails to correct defective work; or fails to comply in any other respect with the terms and conditions of this Subcontract, Contractor may declare a default by Subcontractor as herein provided.
- 8.2 Contractor shall provide prompt written notice of default to Subcontractor, by regular mail or as may otherwise be considered to reasonably provide notice to Subcontractor at Subcontractor's place of business described above. Such notice shall be complete upon deposit at a regular receptacle of the U.S. mail, Fax Transmission or upon actual hand delivery as provided herein.

In the event of default by Subcontractor as provided above, Contractor may, at his option, demand Subcontractor to cure or otherwise correct the default and breach within three calendar days after written notice by Contractor. If, after three days, Subcontractor has failed to cure and correct the default, Contractor may, at his sole option, provide any such labor, materials or equipment as may be necessary to complete the Work covered by this Subcontract Agreement and thereafter deduct the cost thereof from any money then due or thereafter to become due to Subcontractor under this Agreement. Alternatively, Contractor may terminate Subcontractor's right to proceed with the Work and thereafter enter upon the premises and take control of all materials, tools, equipment, and/or appliances of Subcontractor, and may employ any other person, persons, or organizations to finish the Work and provide the labor, materials and equipment to accomplish that purpose. Following completion of the Work by the Contractor or other persons or organizations, all unused materials, tools, equipment and/ or appliances shall be returned to

APCO Construction
Subcontractor UR

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APCO00039526

APCO 104921

JA002127

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Subcontractor. Subcontractor shall not be entitled to rent or payment of any kind for the use of Subcontractor owned equipment or materials, nor shall Contractor be liable for any damages arising from said use unless resulting from gross negligence, or willful destruction by Contractor.

In the event Subcontractor has provided a payment or performance bond to Contractor, in accordance with Section 10 of this Agreement, and following expiration of the three days cure period, Contractor will make notice and demand by registered mail upon Subcontractor's surety to complete the Work covered by this Subcontract Agreement. In the event Subcontractor's surety fails to notify Contractor within 10 days after receipt of notice and demand by Contractor of surety's election to complete the work on behalf of Subcontractor, such failure shall be deemed a waiver by surety to exercise its rights to complete the Work. Thereafter, Contractor may at his sole option, complete the Work as otherwise provided by this Section.

- 8.3 In case of any such termination of Subcontractor's right to proceed with the Work, Subcontractor shall not be entitled to receive any further payment under this Subcontract Agreement until the Work undertaken by Contractor in his prime contract is completely finished. At that time, if the unpaid balance of the amount to be paid under this Agreement exceeds the expenses incurred by Contractor in finishing Subcontractor's Work, such excess shall be paid by Contractor to Subcontractor; but, if such expense shall exceed the unpaid balance, then Subcontractor shall promptly pay to Contractor the amount by which such expense exceeds the unpaid balance.

"Expense" as referred to in this Section shall include all direct and indirect costs incurred by Contractor for furnishing labor, materials, and equipment; to complete the Work covered by this Subcontract Agreement. "Expense" shall further include, but shall not be limited to, replacement of Subcontractor costs, liquidated damages incurred by Contractor, extended field office overhead, and home office overhead, Contractor's attorneys fees and costs, and any and all other damages sustained by Contractor by reason of Subcontractor's default.

- 8.4 In the event Contractor elects to use its own labor forces to complete Subcontractor's Work, Subcontractor and Subcontractor's surety agree to pay Contractor for such Work at the following rates: (a) Labor - At Contractor's then prevailing labor rates, plus labor burden, including, but not limited to, employment taxes, liability insurance, workmen compensation insurance, and all other benefits; (b) Contractor Owned Equipment-At the then prevailing Equipment Rental Rates as established by the Blue Book for Construction Equipment as published by Data Quest; all rental costs shall be determined by dividing the monthly rental rate by twenty-two days per month to determine a daily rental rate. Hourly rental rates shall be determined by dividing the daily rate by eight; (c) Materials, Rental Equipment-Direct Invoice Costs, including transportation, if any; (d) Replacement Subcontractor-Direct Invoice Costs paid Replacement Subcontractor; (e) Field and home office overhead; (f) Ten percent profit on all expenses indicated in a-e above.

In lieu of computing overhead, as provided for above, Contractor may, at his sole option, elect to assess a charge, on items a, b, and c above, of 15% for General Overhead expenses. In addition, Contractor may assess a charge on items a, b, and c above 10% for Profit. Contractor shall be entitled to an additional markup on any and all of such expenses. Contractor shall also be entitled to an additional markup of 5% for General Overhead and 10% for Profit on all expenses and cost incurred pursuant to item d and e above.

- 8.5 If the cost to complete the Subcontract work is more than the unpaid balance of the Subcontract, then Subcontractor shall be liable to Contractor for the deficiency, and Contractor may hold, sell or otherwise realize upon any Subcontractor materials or equipment, or take other steps to collect the deficiency, including making a claim against Subcontractor's surety.
- 8.6 Whether Contractor exercises one or more of the above options or rights, nothing contained herein shall release Subcontractor within the specified time. Subcontractor agrees in the event of default that it will immediately assign and turn over to Contractor all sub-contracts, material contracts, or orders, bills of lading

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for material en route, and any other necessary data or information that would minimize the cost of completion of the Subcontract work.

9. Termination for Convenience

9.1 Right to Terminate for Convenience. The Contractor shall have the right to terminate for convenience, at any time, and with or without cause, Subcontractor's performance of all or part of the Subcontract or Subcontract Work, as defined in paragraph 2.1.

9.2 Notice to Subcontractor. The Contractor shall provide Subcontractor with written notice of the termination two calendar days in advance of the effective date of the termination. The two-day period shall begin to run upon receipt of the termination for convenience notice by the Subcontractor.

9.3 Subcontractor's Obligations. Upon receipt of the written notice of termination, the Subcontractor shall:

- A. Stop all work or its performance of all the Subcontractor or Subcontract Work that has been terminated, or stop work on the part of the Subcontract Work that has been terminated if its performance of only part of the Subcontract Work has been terminated.
- B. Enter into no further sub-subcontracts or place any orders for supplies, materials, or facilities, except as necessary to complete any portion of the Subcontract Work not terminated for convenience.
- C. Terminate all sub-subcontracts or orders to the extent related to the terminated Subcontract Work.
- D. As directed by the Contractor, transfer title and deliver to the Contractor any fabricated or unfabricated parts, work in progress, completed work, supplies, and other materials produced or acquired for the Subcontractor or Subcontract Work terminated and the completed or partially completed plans, drawings, information, and other property that, if the Subcontract had been completed, the Subcontractor would be required to furnish to the Contractor.
- E. Complete non-terminated portions of the Subcontractor Work if the Subcontractor's performance of only a part of the Subcontract Work has been terminated.
- F. Use its best efforts to sell, as directed by the Contractor, any materials of the types referred to in paragraph (D) above; provided, however, that the Subcontractor is not required to extend credit to any purchaser of this material and may acquire the material under the conditions prescribed by, and at prices approved by, the Contractor. The proceeds from the sale of such material shall be applied to reduce any payment due from the Contractor under this Subcontract, and credited to the price or cost of the Subcontract Work, or paid in any other manner directed by the Contractor.
- G. Submit with 60 days of the effective date of termination, to the Contractor, a written termination claim, along with all documentation required to support the claim.
- H. Take any other action toward termination as directed by the General Contractor.

9.4 Effect of Owner's Termination of Contractor. 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, as provided in the Contract Documents, after payment by the Owner to the Contractor.

9.5 Compensation. If the Contractor's contract has not been terminated, the Contractor shall pay the Subcontractor as follows:

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- A. The direct cost of the work performed by Subcontractor prior to termination.
 - B. Overhead, general, and administrative expenses (including those for any sub-subcontracts) in an amount equal to 5% percent of direct costs.
 - C. 5% percent profit of the total of the amounts allowed in paragraphs (A) and (B) above. If, however, it appears that the Subcontractor would have sustained a loss on the entire Subcontract had it been completed, no profit shall be compensated by the Contractor, and the amounts paid for the termination shall not be compensated for.
- 9.6 Items Not Compensated. The Subcontractor shall not be compensated for.
- A. Any accounting, legal, clerical, or other expenses incurred by the Subcontractor in the preparation of the Subcontractor's termination claim.
 - B. Unabsorbed overhead and anticipated lost profits.
- 9.7 Permitted Deductions. The Contractor shall be entitled to deduct from any payment due the Subcontractor (A) any advance payment it has made to the Subcontractor for work not yet performed under the terms of the Subcontract and (B) the amount of any claim that the Contractor has against the Subcontractor.
- 9.8 Consideration. If no work has been performed by the Subcontractor at the time of termination, Subcontractor shall be paid the sum of \$100.00 for its undertaking an obligation to perform.
- 9.9 Settlement and Release of Any and All Claims. The settlement of termination costs pursuant to Paragraph 9.5 of this Clause shall constitute a settlement and release of any and all claims, known and unknown by the Subcontractor, arising prior to termination.
10. Bonds
- 10.1 Should the Contractor require it, the Subcontractor shall execute a Labor and Material Bond and Faithful Performance Bond in an amount equal to 100% of the Subcontract Price in Section 3. Said bonds shall be executed by a corporate surety acceptable to Contractor, shall name Asphalt Products Corporation as an Obligor, and shall further name and protect all persons and entities to the same extent as may be required of Contractor pursuant to the Prime Contract. The cost of the bonds shall be added to the Subcontract amount. The terms of this Subcontract Agreement are incorporated by reference into the bonds required by this section, and the terms, conditions, and remedies of Contractor, shall prevail over any similar terms contained in said bond. By issuing a bond to Subcontractor pursuant to this Agreement, the Subcontractor's surety specifically agrees to be bound to Contractor to the same extent and in the same amount as Subcontractor.
11. Indemnity and Insurance -
- 11.1 INSURANCE REQUIREMENTS - Unless the Contract Documents require otherwise, Subcontractor agrees to procure and maintain, at his sole cost and expense, the following insurance coverage,
- 1. Worker's Compensation: Coverage A. Statutory policy form; Coverage B. Employer's liability; Bodily injury by accident - \$1,000,000 each accident; Bodily injury by disease- \$1,000,000 each employee. Coverage shall be maintained in accordance with NRS 616 and 617.

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2. **Commercial Auto Coverage:** Auto liability limits of not less than \$1,000,000 each accident combined bodily injury and property damage liability insurance including, but not limited to, owned autos, hired or non-owned autos.
3. **Comprehensive General Liability or Commercial General Liability, "Occurrence Form" only.** "Claims Made" is not acceptable. The limits of liability shall not be less than:
 - a) Comprehensive General Liability: \$1,000,000 combined single limit bodily/property damage per occurrence or,
 - b) Commercial General Liability: The limits of liability shall not be less than: Each Occurrence limit - \$1,000,000; Personal Injury limit - \$1,000,000; Products Completed Operations Aggregate Limit - \$5,000,000; General Aggregate Limit (other than products-completed operations).
4. **Excess Liability:** Umbrella Form or Follow Form Excess where necessary to meet required minimum amounts of coverage.
5. **The Project Is covered by an OCIP.** Subcontractor shall enroll into this OCIP. Subcontractor shall be responsible for a deductible/SIR equal to that of the subcontractors' non-OCIP GL policy; not to be less than \$20,000 for light hazard trade contractors, \$25,000 for medium hazard trade contractors and \$75,000 for high hazard trade contractors.
6. Any deductible or self-insured retention must be declared on the Certificate and is subject to prior approval.
7. **Liability Policy forms must include:** a) Premises and operation with no X, C or U exclusions; b) Products and completed operations coverage (Subcontractor agrees to maintain this coverage for a minimum of 1 year following completion of his work); c) Full blanket contractual coverage; d) Broad form property damage including completed operations or its equivalent; e) An endorsement naming Asphalt Products Corporation, Gemstone LVS, LLC. and any other required interest as additional insured(s); f) An endorsement stating: "Such coverage as is afforded by this policy for the benefit of the additional insured(s) shall be noncontributing with the coverage provided under this policy."
8. **Other Requirements:** (a) All policies must contain an endorsement affording an unqualified thirty (30) days notice of cancellation to the additional insured(s) in the event of cancellation or reduction in coverage; (b) All policies must be written by insurance companies whose rating in the most recent Best's rating guide, is not less than A:VII Rating must be shown on Certificate under "Companies Affording Coverage"; (c) Certificates of insurance with the required endorsement evidencing the coverage must be delivered to APCO Construction prior to commencement of any work under this Contract; (see attached samples) (d) If the Subcontractor fails to secure and maintain the required insurance, Asphalt Products Corporation shall have the right (without obligation to do so, however) to secure same in the name and for the account of the Subcontractor in which event the Subcontractor shall pay the costs thereof and furnish upon demand all information that may be required in connection therewith. (e) Liability insurance policies containing warranties must be reviewed for prior approval and acceptance by Contractor. (f) The Subcontractor's insurance shall be primary with respects to Asphalt Products Corporation, its officers, employees and volunteers.

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11.2 INDEMNIFICATION

- a) **General Indemnity:** All work covered by this agreement that is performed at the project site, or performed in preparing or delivering materials or equipment to the project site, or in providing services for the Project, shall be at the sole risk of the Subcontractor. Subcontractor, to the fullest extent permitted by law, with respect to all such work which is covered by or incidental to this agreement, shall defend all claims through legal counsel acceptable to Contractor, and indemnify and hold Contractor, its insurance carriers and bonding companies, Owner and any other interested party designated by Contractor, or their agents, employees or representatives (collectively referred to as "Indemnities") harmless from and against any claim, liability, loss, damage, cost, expense, including attorney's fees, awards, fines or judgments arising by reason of the death or bodily injury to persons, injury or damage to tangible property, including the loss of use therefrom, whether or not it is caused in part by an Indemnitee; provided, however, that the Subcontractor shall not be obligated under this agreement to indemnify the Indemnities with respect to damages which are ultimately determined to be due the sole negligence or willful misconduct of the Indemnities.
- b) **Indemnity Not Limited:** In any and all claims against the Indemnities by any employee of the Subcontractor, or lower tier subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under any Workers' or Workmen Compensation Acts, disability benefit acts or other employee benefit acts. Said indemnity is intended to apply during the period of this Agreement and shall survive the expiration or termination of the Agreement until such time as action on account of any matter covered by such Indemnity is barred by the applicable Statute of Limitations.

12. Warranty and Guarantee

- 12.1 Subcontractor agrees to promptly repair, rebuild, replace or make good, without cost to Contractor or Owner, any defects due to faulty workmanship and/or materials which may appear within the guarantee or warranty period established in the Contract Documents. If no such period is stipulated in the contract Documents, then Subcontractor's guarantee shall be for a period of two year from the date Certificate of Occupancy is obtained for the project. Subcontractor shall require similar guarantees from all vendors and lower tier subcontractors (Refer to General Contractor's/Owner's Contract).

13. Patents

- 13.1 Subcontractor agrees to pay all applicable patent royalties and license fees and to defend all suits or claims made for infringement of any patent rights involved in the Subcontract work.

14. Compliance with Regulations, Applicable Law and Safety

- 14.1 All Work, labor, services and materials to be furnished by Subcontractor shall strictly comply with all applicable federal, state, and local laws, rules, regulations, statutes, ordinances, building codes, and directives now in force or hereafter in effect as may be required by the Prime Contract. Subcontractor shall satisfy and comply with the foregoing as a part of the Subcontract without any additional compensation.
- 14.2 Subcontractor agrees that the prevention of accidents to workmen engaged in the work under the Subcontract is solely its responsibility. If requested, Subcontractor shall submit a safety plan for review by Contractor. Contractor's review of any safety plan shall not be deemed to release Subcontractor, or in any

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way diminish its indemnity or other liability as assumed under the Subcontract, nor shall it constitute an assumption of liability by Contractor.

- 14.3 When so ordered, Subcontractor shall stop any part of the Work that the Contractor or Owner deems unsafe until corrective safety measures, satisfactory to Contractor and or Owner, have been taken. Should Subcontractor neglect to adopt such corrective measures, Contractor may do so and deduct the cost from payments due or to become due to Subcontractor. Upon request, Subcontractor shall timely submit copies of all accident or injury reports to Contractor.
- 14.4 Subcontractor agrees to cooperate with the Contractor in efforts to prevent injuries to workmen employed by either party in carrying out operations covered by this agreement, and to adopt and place in effect OSHA requirements and such practical suggestions as may be offered by the Contractor and/or the Owner to promote safety and safe working conditions. Should the Subcontractor fail to fulfill its obligations in relation to safety matters on the job site, at the option of the Contractor, this Agreement, upon ten (10) days written notice to Subcontractor, may be cancelled, and the Subcontractor required to immediately remove his equipment and employees from the project.
15. Damage to Work
- 15.1 All loss or damage to Subcontractors' work resulting from any cause whatsoever shall be borne and sustained by Subcontractor and shall be solely at its risk until final acceptance by Contractor, Owner, or Owner's Representative. Subcontractor shall at all times and at its sole expense fully secure and protect against any damage, injury, destruction, theft or loss, all work and all labor, materials, supplies, tools and equipment furnished by Subcontractor or its sub-subcontractors, laborers and material men. Subcontractor shall at its sole expense promptly repair or replace damage to the work of others, or to any part of the project, resulting from Subcontractor's activities.
16. Inspection and Approvals
- 16.1 Contractor and Owner at all times shall have the right to inspect Subcontractor's materials, workmanship and equipment. Subcontractor shall provide facilities necessary to effect such inspection, whether at the place of manufacture, the project site, or any intermediate point. This point of inspection may be exercised at any time during performance of the Subcontract Work.
- 16.2 Any Subcontract work or material furnished that fails to meet the requirements or specifications of the Contract Documents, or the Subcontract, shall be promptly removed and replaced by Subcontractor at its own cost and expense. If, in the opinion of Contractor or Owner, it would not be economical or expedient to correct or remedy all or any part of the rejected Subcontract work or materials, then Contractor, at its option may deduct from payments due or to become due to Subcontractor either: (a) such amount as in Contractor's sole judgment represents the difference between the fair value of the Subcontract work and materials rejected and the value if same had been performed in full compliance with the Contract documents; or (b) such reductions in price that are provided for or determined for this purpose under the Contract Documents.
- 16.3 The Subcontractor shall keep, maintain and require its subcontractors and suppliers to keep and maintain all books, papers, records, files, accounts, reports, bid documents with backup data, and all other materials relating to the Contract Documents and Project.
- 16.4 All of the material set forth in paragraph 16.3 shall be made available to the Owner and to Contractor for auditing, inspection and copying and shall be produced, upon request, at either the Owner's offices or such other place as Contractor may specify. Said request for information shall be limited to instances when

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specifically required to comply with a request for information by the Owner, and should not be construed as a general right by Contractor to request proprietary or privileged information of Subcontractor.

17. Arbitration

- 17.1 Contractor shall have the option to, and Subcontractor shall be required to resolve all claims, disputes and matters in question arising out of, or relating to the Subcontract, or breach thereof, except for claims which have been waived by the making or acceptance of final payment, by submission to arbitration in the time period and in accordance with the Contract Documents.
- 17.2 In accordance with Paragraph 17.1, Subcontractor hereby waive its right to otherwise litigate any and all such disputes, claims and matters in question in any court or governmental tribunal in any jurisdiction. If Subcontractor submits any matter to arbitration hereunder, at its sole option, Contractor may refuse to arbitrate any such disputes, claims, and matters in question. In that event, and in only that event, Subcontractor may litigate the matters subject to its demand for arbitration.
- 17.3 All arbitration and other legal proceedings instituted pursuant to this Section shall be conducted in Las Vegas, Nevada, or at such other venue as Contractor and Subcontractor shall agree to in writing.
- 17.4 The award rendered by the arbitrator(s) shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.
- 17.5 Unless otherwise agreed in writing, the Subcontractor shall carry on the Subcontract work and maintain the schedule of work pending arbitration or litigation, and the Contractor shall continue to make payments in accordance with the Subcontract.
- 17.6 To the extent not prohibited by their contracts with others, the claims and disputes of Owner, Contractor, Subcontractor and other Subcontractors involving a common question of fact or law shall be heard by the same arbitrator(s) in a single proceeding.
- 17.7 This Agreement to arbitrate shall not apply to any claim of contribution or indemnity asserted by one party to the Subcontract against the other party and arising out of any action brought in a state or federal court, or in arbitration by a person who is under no obligation to arbitrate the subject matter of such action with either of the parties hereto; or does not consent to such arbitration.
- 17.8 In any dispute arising over the application of paragraph 17.7, all questions regarding the arbitration requirements of this section shall be decided by the appropriate court and not by arbitration.

18. Miscellaneous

- 18.1 Contractor's 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 thereafter to require such compliance or to exercise such option or remedy.
- 18.2 The Subcontract, including all Contract Documents as provided in Section One, comprises the entire Agreement between the parties relating to the Subcontract Work and no other agreements, representations, terms, provisions or understandings concerning the Subcontract Work have been made. All modifications or amendments to the Subcontract must be in writing.
- 18.3 To the best knowledge and belief of the parties, the Subcontract contains no provision that is contrary to Federal or State law, ruling or regulation. However, if any provision of this Subcontract shall conflict with any such law, ruling or regulation, then such provision shall continue in effect to the extent permissible. The

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Illegality of any provisions, or parts thereof, shall not affect the enforceability of any other provisions of this Subcontract.

- 18.4 The Subcontract shall be construed and interpreted according to the laws of the State of Nevada.
- 18.5 In the event either party employs an attorney to institute a lawsuit or to demand arbitration for any cause arising out of the Subcontract Work or the Subcontract, or any of the Contract Documents, the prevailing party shall be entitled to all costs, attorney's fees and any other reasonable expenses incurred therein.
- 18.6 All sections and headings are descriptive only and are not controlling.
- 18.7 Contractor's rights and remedies under the Subcontract are not exclusive and Contractor shall have all other remedies available at law or in equity to enforce the Subcontract.

IN WITNESS WHEREOF: The parties hereto have executed this Agreement for themselves, their heirs, executors, successors, administrators, and assigns on the day and year first above written.

Helix Electric



Victor Fuchs, President

TITLE

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APCO CONSTRUCTION



Project Manager

TITLE

APCO Construction
Subcontractor U/R

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**HELIX ELECTRIC EXHIBIT
TO THE STANDARD SUBCONTRACT AGREEMENT
BETWEEN ASPHALT PRODUCTS CORPORATION (APCO)
AND HELIX ELECTRIC OF NEVADA, LLC.
FOR THE MANHATTAN WEST CONDOMINIUMS, LAS VEGAS, NV
(APCO JOB #168/HE JOB #16713)**

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1. OK C Section 1, Paragraph 1.3: Revise as follows: add the phrase "... except to the extent a particular obligation of the Subcontractor is set forth in this Subcontract" to the end of the first sentence; add the phrase "... with respect to the Work of this Subcontract" to the end of the second sentence; and delete the third sentence.
2. NO C Section 3, Paragraph 3.2: Revise to read as follows: "In Consideration of the promises, covenants and agreements of Subcontractor herein contained, and the full, faithful and prompt performance of the work in accordance with the Contract Documents, Contractor agrees to pay, and Subcontractor agrees to receive and accept as full compensation for doing all Work and furnishing all materials and equipment contemplated and embraced in this Subcontract."
3. NO C Section 3, Paragraph 3.4: Delete in its entirety.
4. NO C Section 3, Paragraph 3.5: 1st Sentence change 15 days to 10 days. 2nd Sentence change less 10% retention to 5%. Delete the last sentence ("Subcontractor herein agrees to assume the same risk that the Owner may become insolvent that Contractor has assumed by entering in to the Prime Contract with the Owner.")
5. C OK Section 3, Paragraph 3.7: Revise as follows: Third line delete "...regardless of the source of said obligation." And replace with "...under the provisions of this Subcontract."
6. OK C Section 3, Paragraph 3.7: Add the following: "Contractor agrees that before it may apply funds due Subcontractor to any alleged indebtedness of Subcontractor, Contractor shall first give Subcontractor written notice not later than ten days after the alleged indebtedness of Subcontractor was incurred."
7. NO C Section 3, Paragraph 3.8: Change 10% to 5% and Add the following: "If retention is reduced on the project, same will be passed on to the Subcontractor."
8. OK C Section 4: Add the following: "In the event the schedule as set forth above is changed by Contractor for whatever reason so that Subcontractor either is precluded from performing the work in accordance with said schedule and thereby suffers delay, or, is not allowed the number of calendar days to perform the work under such modified schedule and must accelerate its performance, then Subcontractor shall be entitled to receive from Contractor payment representing the costs and damages sustained by Subcontractor for such delay or acceleration, providing said costs and damages are first paid to Contractor."

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**HELIX ELECTRIC EXHIBIT
TO THE STANDARD SUBCONTRACT AGREEMENT
BETWEEN ASPHALT PRODUCTS CORPORATION (APCO)
AND HELIX ELECTRIC OF NEVADA, LLC.
FOR THE MANHATTAN WEST CONDOMINIUMS, LAS VEGAS, NV
(APCO JOB #168/HE JOB #16713)**

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9. Section 4, Paragraph 4.1: Add the following new paragraph: "Contractor shall make available to Subcontractor in a prompt fashion, all information in its possession that affects Subcontractor's ability to meet its obligations under this Subcontract. Information that affects this Subcontract shall include, but not be limited to, information relating to such matters as delays, modifications to the Contractor's agreement with the Owner or other subcontracts that affect the work of the Subcontractor, impending strikes or work stoppages by any trade and deterioration of the Owner's ability to pay for the Work on the Project."
10. Section 4, Paragraph 4.3 Delete in its entirety and replace with following: "4.3 Subcontractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under this Subcontract, and shall regularly haul such waste materials and rubbish to trash receptacles provided by Contractor in convenient locations on the Project's premises. Subcontractor shall not be held responsible for unclean conditions caused by other contractors or subcontractors and shall not be subject to any charge by Contractor for trash removal or cleanup determined on a pro rata or similar basis."
11. Section 4, Paragraph 4.4: Delete the last sentence.
12. Section 4, Paragraph 4.5: Revise as follows: add the words "negligent or wrongful acts of the ..." after the words "delays caused by" in the third line of Paragraph 4.5; then add the following to the end of Paragraph 4.5: "Further, in the event Contractor seeks to assess liquidated or other delay damages against Subcontractor, such an award of liquidated damages shall be assessed against Subcontractor only to the extent caused by Subcontractor, Subcontractor's employees and agents, sub-subcontractors or their agents or employees or other persons performing portions of the work under contract with Subcontractor, or any person or entity for whose acts the Subcontractor may be liable, and in no case for delays or causes arising outside the scope of this Subcontract. Contractor shall not assess liquidated damages against Subcontractor unless and until the Contractor gives written notification of intent and basis of determination of amounts and degree of responsibility Subcontractor and all other subcontractors. Such written notification must be given within a reasonable period of time after the occurrence for which the Contractor seeks to assess liquidated damages, not to exceed ten (10) days after the alleged event causing the damage. Nevertheless, liquidated damages, taken in the aggregate, shall not exceed 10% of Subcontractor's total Subcontract Price."
13. Section 5, Paragraph 5.1: Revise as follows: Third line delete "10%" and replace with "15%".
14. Section 5, Paragraph 5.2: Revise as follows: First line delete "24 hours" and replace

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**HELIX ELECTRIC EXHIBIT
TO THE STANDARD SUBCONTRACT AGREEMENT
BETWEEN ASPHALT PRODUCTS CORPORATION (APCO)
AND HELIX ELECTRIC OF NEVADA, LLC.
FOR THE MANHATTAN WEST CONDOMINIUMS, LAS VEGAS, NV
(APCO JOB #168/HE JOB #16713)**

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- © with "5 days", add the words "Contractor's written" after the word "of" at the beginning of the second line in Paragraph 5.2; and ~~delete the text of Paragraph 5.2, starting with the words~~
AD ~~"Contractor shall not be liable . . ."~~ in the fourth line, through the end of the paragraph;
- © AD 15. ~~Section 5, Paragraph 5.4. Delete in its entirety.~~
16. Section 5, Add the following new paragraph: "Notwithstanding any other provision of this Subcontract, the parties agree that at no time shall the value of additional labor and materials put in place by Subcontractor at the written direction of Contractor exceed \$15,000.00 without a fully executed, agreed upon change order modifying the Subcontract Price."
- © AD 17. Section 8, Paragraph 8.4: Delete the second paragraph in its entirety.
18. Section 8, Add the following new paragraph: "Subcontractor may terminate this Subcontract or its obligations under the Contract Documents, for the same reasons and under the same circumstances and procedures with respect to the Contractor as Contractor may terminate its agreement with respect to the Owner, or for nonpayment of amounts due under this Subcontract for 60 days or longer. In the event of such termination by the Subcontractor for any reason which is not the fault of the Subcontractor, its subcontractors or their agents or employees or other persons performing portions of the Work under contract with Subcontractor, Subcontractor shall be entitled to recover from Contractor payment for work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages, providing Contractor first received payment from Owner."
19. Section 11, Subparagraph 11.1 (3) and (4), ~~Delete in their entirety and replace with the following:~~ "General Liability Insurance shall be provided by others via a Wrap Insurance Policy for all subcontractors on the project."
20. Section 11, Subparagraph 11.2(a): Revise as follows: delete the phrase "whether or not it is caused in part by an Indemnitee; provided, however, that the . . ." from the 11th line of subparagraph 11.2(a), and replace it with the following phrase: "but only to the extent such claims, etc, arise from the negligence or wrongful acts of Subcontractor, and . . ." delete the word "sole" after the words "due the . . ." in the last line of subparagraph 11.2(a), and add the words "or any third party" at the end of the last sentence in this subparagraph.
21. Section 11, Add the following new paragraph: "Notwithstanding the foregoing, the Indemnification obligations of the Subcontractor under this Subcontract shall not extend to the liability of the Architect, the Architect's consultants, and agents and employees of any of

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**HELIX ELECTRIC EXHIBIT
TO THE STANDARD SUBCONTRACT AGREEMENT
BETWEEN ASPHALT PRODUCTS CORPORATION (APCO)
AND HELIX ELECTRIC OF NEVADA, LLC.
FOR THE MANHATTAN WEST CONDOMINIUMS, LAS VEGAS, NV
(APCO JOB #168/HE JOB #16713)**

Page 4

them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, authorization for extra work, designs or specifications, or (2) the giving of or failure to give directions or instructions by the Architect, the Architect's consultants, and agents and employees of any of them, provided such giving or failure to give is a proximate cause of the injury or damage."

22. Section 12, Change to "One Year"

23. Section 15, Paragraph 15.1: ~~Revise as follows: delete the first sentence of the paragraph (in lines 1-3): delete the words "at all times and at its sole expense" from the third line; delete the words "all work and" from the fourth line; and add the following to the end of Paragraph 15.1: "Notwithstanding anything contained in this Subcontract to the contrary, once Subcontractor has received payment for its Work in place, title to same shall pass to Owner and Subcontractor shall no longer be responsible for any damage or loss thereto so long as said damage is not caused by Subcontractor or anyone for whom Subcontractor is contractually responsible, and the Owner shall rely on the project's "all-risk" insurance policy to pay for any loss or damage to Subcontractor's work."~~

24. Section 17, Delete Paragraph 17.1, 17.2, 17.4, 17.6, 17.7, and 17.8 and add the following new paragraph 17.1: "The parties agree that active, good faith participation in mediation is a condition precedent to the institution of any formal dispute resolution procedures. The parties shall mutually agree on the person or alternative dispute resolution agency to conduct the mediation. The initiating party shall then undertake to schedule the mediation. If the parties are unable to agree on the person or alternative dispute resolution agency to conduct the mediation, the initiating party may contact the Las Vegas, Nevada office of the American Arbitration Association to schedule the conference. The costs of the mediation and fees of the mediator, if any, shall be shared equally by the parties. If a party fails or refuses to participate in the mediation, or if on completion of such mediation the parties are unable to agree and settle the dispute, then the dispute shall be referred to resolution in accordance with the procedures set forth herein. Thus, with the exception of procedures to preserve or enforce mechanic's lien or bond rights, any party that refuses or fails to participate in the mediation, or pay its proportional share of the cost of the mediation, shall be deemed to have waived its right to recover its attorney's fees hereunder, even if said party is later determined by the court or arbitrator to be a prevailing party." Parties will be bound by the Prime Contract.

25. Section 17, Paragraph 17.3: Delete the phrase "arbitration and other" from the first line and add the following paragraph: "This Subcontract and any dispute resolution proceeding brought to enforce or interpret its provisions, shall be governed by the laws of the place where the Project is located."

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FOR THE MANHATTAN WEST CONDOMINIUMS, LAS VEGAS, NV
(APCO JOB #168/HE JOB #16713)**

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26. Section 18, Paragraph 18.1: **Revise as follows:** Change the word "Contractor's" in the first line, to the words "either party's" in both places where it appears.
27. Section 18, Paragraph 18.7: **Revise as following:** add the words "and Subcontractor's. . ." after the word "Contractor's . . ." at the beginning of the paragraph, and add the words "and Subcontractor . . ." after the word "Contractor" at the end of the first line.
28. Exhibit A: Subcontractor Scope of Work, **Revise the third line as follows:**
"...Addenda/Delta Number(s) N/A through N/A Subcontractor acknowledges that he has performed his own take-off, site visit and..." (No addenda were received)
29. Exhibit A: Site and Building Electric and Low Voltage Complete, 6th Line, **Revise the following:** "...Redwine Engineering, Jordan & Skaia Engineers, WRG Engineering, dated May 25, 2007..." *Red lined*
30. Exhibit A: Site and Building Electric and Low Voltage Complete, 5th and 6th Line, **Delete the follow:** "(See attached Project Drawing List)"
31. ~~Exhibit A: Site and Building Electric and Low Voltage Complete, 6th and 7th Line, Change the Contract Amount to Read as follows: "Thirteen Million Two Hundred Thirty Thousand and no/100 (\$13,230,000.00) for building 1 through building 42."~~ *\$236,000 has been added via C.O.*
32. Exhibit A: Site and Building Electric and Low Voltage Complete, **Add the following new section:**
Qualifications: *as noted below*
- Proposal is based on utility metering for 4 story buildings, with building 7 using a tenant sub metering system. Meters shall be located in garage, with access provided similar to the Manhattan East project. All utility company conduits are provided stubbed to 5' outside of the building lines. Additional work is pending utility company drawing review. 4-story buildings to be type V construction with R-2 and S-2 occupancies. 9-story tower to be type II-B construction with R-2, S-2, and A-3 occupancies.
 - Fire alarm to minimum code, with separate systems for each building.
 - This proposal is based on wiring methods typical for this type of construction including the use of Romex cable, MC cable, SER cable, aluminum feeders, die cast set screw fittings, PVC underslab conduits, PVC embedded conduits, PVC through-slab transitions, etc.
 - Light fixture counts are per *Red lined dwgs* 5-25-07 drawings. All light fixtures are as selected by Helix.
 - HVAC connections are based on individual split systems for each living unit with roof or

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FOR THE MANHATTAN WEST CONDOMINIUMS, LAS VEGAS, NV
(APCO JOB #168/HE JOB #16713)**

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- balcony mounted condensing units and fancoils in the closet ceilings. *Per plans ©*
- Emergency lighting is via battery packs or bugeyes for buildings 2, 3, 8, and 9 with building 7 on emergency power system.
- All units include 40 amp electric oven, 120 volt dryer connection, and 120V power receptacle for gas water heater.
- No owner allowances are included at this time. *Also*
- *L.S. Report included in these proposals →* ~~Since no Life Safety Report was available at the time of this proposal, we are including a fire alarm system based on minimum code requirements.~~ The design is based on the notion that Helix and/or its subcontractor will have an opportunity to review and revise the report draft prior to it being issued to the AHJ.
- Decorative and specialty lighting for condominium units are not defined and not shown in the bid documents, and nothing is included for these. We have made no allowances for soffit lighting, neon, etc in all building areas.
- This proposal is based on type V construction with an R occupancy. Branch wiring is via Romex cable as allowed by code. Our budget is based on the framer providing for us a direct wire path through any steel or iron wall studs" *Per Plans ©*
- This proposal is based on the use of Romex cable as allowed by code. We assume the corridor ceiling assembly will allow for the use of Romex for branch wiring in the corridor." *Per drawings ©*
- A 2-hour rated enclosure must be provided for all emergency power feeders. All emergency power equipment including generators, panels, switchboards, transformers, etc must be enclosed in 2-hour rated rooms or enclosures.
- This proposal is based on all rooms as "non-ADA" rooms. No special or additional conduits, boxes, devices, etc are included to allow for provision to convert the condos to ADA compliance. It is assumed that it will be the responsibility of the individual owners to make their condos "compliant" via remodel after construction completion. *Per plans ©*
- This proposal is based on an OCIP or CCIP "wrap" scenario where general liability insurance is provided by others for all subcontractors on site. ~~Insurance policy is subject to approval by Helix Electric.~~ *Insurance policy is* *per*
- Chases of sufficient size must be provided for conduit and cable feeds up the tower (building type 3). This proposal assumes electrical and telecom rooms stack from the ground floor to the roof.
- This proposal is based on drop ceilings provided in the tenant rooms across the kitchens, baths, laundry rooms, and hallways on the corridor side of each unit. Corridors and common areas to have drop ceilings also. *Per plans ©*
- No allowances are included for connection to such specialty items as steam generators, wine coolers, specialty appliances such as subzero refrigerators, etc.
- Proposal includes fire pump connection in 9-story building only. *©*
- Pool connections are limited to power to pool panel only. All equipment to be provided

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FOR THE MANHATTAN WEST CONDOMINIUMS, LAS VEGAS, NV
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and installed by pool subcontractor.

- * Building type breakdowns are for budgeting purposes only, and are contingent upon award of all buildings in (1) contract, with all work performed under ~~(1) continuous schedule.~~ *by phase*
- * Budget is based upon Helix Electric having input in the selection and placement of electrical equipment and systems in order to maintain the project budget. This proposal is based on a design build scenario. Design fees are part of a separate proposal.
- * Any price breakouts are provided for accounting purposes only. This proposal is based on all parts performed under one continuous schedule.
- * Wages are based on non-prevailing rates.
- * This proposal is based on a 20-month schedule.
- * This proposal is based on work performed during normal business hours, *split shifts*
- * ~~This proposal is valid for 15 days. Price may be subject to cost escalation.~~ *No*

33. Exhibit A: Site and Building Electric and Low Voltage Complete, Add the following new section:
Exclusions:

- * Utility Company fees.
- * Formed concrete (pipe barriers or bollards, pole bases, housekeeping pads, etc.).
- * Sacking of pole bases.
- * Temporary power and lighting.
- * Cutting, patching, and painting of any kind.
- * Offsite hauling of trenching spoils.
- * Import of water for backfill operation.
- * ~~Hard dig and trenching in caliche, rock or blasting and any de-watering that may be required.~~
- * ~~Fixture safety and support wires.~~
- * ~~Fixture enclosures of any kind.~~
- * ~~Conduit and control wiring for HVAC, etc.~~
- * Offsite improvements not mentioned in this proposal.
- * ~~Landscape Lighting.~~ *per plan is included*
- * Dumpsters for trash.
- * Access panels.
- * Bond costs.
- * Surveying and staking.
- * ~~Systems not mentioned in this proposal including CATV, intercom/entry, audio/visual system, WIFI system, CO monitoring, etc.~~ *Helix has allowance for this work*
- * Emergency power for 4-story buildings.

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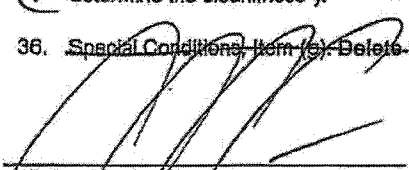
Helix Electric

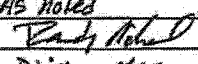
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**HELIX ELECTRIC EXHIBIT
TO THE STANDARD SUBCONTRACT AGREEMENT
BETWEEN ASPHALT PRODUCTS CORPORATION (APCO)
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FOR THE MANHATTAN WEST CONDOMINIUMS, LAS VEGAS, NV
(APCO JOB #168/HE JOB #16713)**

Page 8

- Duct detectors: furnish, install, and control wiring, *110V power included if required.*
 - Traffic control, trench plates, traffic and pedestrian barriers.
 - Fire rated enclosures for emergency power feeders and equipment.
 - Connection to electric water heaters and jacuzzi tubs. No allowance is made for these appliances in our service and feeder load calculations (assumed to be recalculated once condo owners make option selections)
 - Lightning Protection system. *Per Plans*
 - ~~Fire stopping, putty pads, fire sealing.~~ *This is included*
 - Work associated with guardhouses (none shown)
 - Electrical engineering and design fees.
 - Linear LED lighting and cove lighting in building seven- not enough information to get pricing. *Per plans*
 - ~~All additional lighting and devices from design meetings on June 1, 2007 are excluded at this time. These are included.~~
 - Door locking hardware for card access system (furnished and installed by others. *power to system is included.*)
34. Special Conditions (a): *Revise to read:* "The Subcontractor shall be responsible for clean up of employees break & lunch trash on the job site."
35. ~~Special Conditions (d): Delete the last sentence ("APCO shall be the sole judge to determine the cleanliness").~~
36. ~~Special Conditions (item (e)): Delete in its entirety.~~


Victor Euchs
President
NOV 28 2007

As noted
By: 
Title: *Division Mgr.*
Date: *4.8.08*

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EXHIBIT 'A'
Subcontractor Scope of Work
APCO Contract No. 0400166

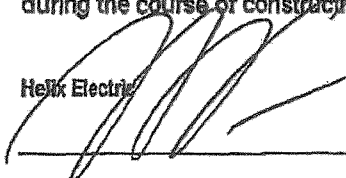
This Agreement includes the supply of all labor, materials, tools, equipment, supervision, management, permits and taxes necessary to complete the BELOW SCOPE OF WORK for the referenced Project in accordance with the Contract Documents including Addenda/Delta Number(s) _____ through _____. Subcontractor acknowledges that he has performed his own take-off, site visit and therefore, any items necessary to complete the work depicted in accordance with the Contract Documents, shall be included in this Agreement. The Subcontractor also acknowledges that all of the costs related to the successful completion of the work including any unforeseen or unseen items, or as described herein, are included in the amount reflected in the schedule below.

The Scope of Work shall specifically include but not be limited to the following list of bid items:

ITEM#	DESCRIPTION	UNIT	QTY	PRICE	TOTAL
Site and Building Electric and Low Voltage Complete: Complete work per governing codes, furnish and install all necessary Design, Labor, Material, Equipment, Cartage, Freight, Supervision, Taxes and Necessary Insurance to install and complete all Electric, and all Low Voltage excluding Temperature per plans by <u>OZ Architecture, Redwine Engineering, Jordan & Skala Engineers, WRG Engineering</u> , (See attached Project Drawing List), in the amount of Twelve Million Nine Hundred and Ninety Four Thousand Dollars and no/100, (\$12,994,000.00) for building 1 through building 12.					

Our understanding of the clarifications / qualifications associated with your bid is as follows: Your proposal is hereby amended to reflect the terms and conditions of this subcontract. APCO Construction may at its option exercise its right to choose any or all alternate/option items of work as shown on your proposal at the stated alternate price during the course of construction.

Helix Electric



Victor Fuchs, President

TITLE

NOV 28 2007

APCO CONSTRUCTION



Project Manager

TITLE

APCO Construction
Subcontractor 

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APCO00039543

APCO 104938

JA002144

APCO-TR-EX0045-0024

SPECIAL CONDITIONS

In addition to the conditions outlined in the Subcontract Agreement, the following Special Conditions shall form a part of the Subcontract Agreement.

- (a) The Subcontractor shall be responsible for clean up of employees break & lunch trash on the job site. Subcontractor employees are not to wander around the _____ Area while on duty. No parking of private vehicles will be allowed in the Owners Operations Area. NO EXCEPTIONS.
- (b) The Contractor will provide an adequate temporary construction area for staging.
- (c) The Contractor will provide reasonable access to all working areas.
- (d) The Subcontractor shall be responsible for the cleaning of his work area and removing its debris and all work shall be left in a clean condition following his activities. The APCO shall be the sole judge to determine the cleanliness.
- (e) The Contractor will provide one (1) set of full size conformed construction documents for the Subcontractor's use. Additional sets may be purchased by the Subcontractor from a source designated by the Contractor. Plan change drawings will be supplied in the same quantities.
- (f) Subcontractor must submit a "Daily Work Report" (see attached Appendix 'C') prior to 10:00 a.m. the following day for all work performed on the job site the previous day. Subcontractor monthly pay requests will not be accepted for processing unless all "Daily Work Reports" for the pay period have been submitted to the Contractor.
- (g) Subcontractor is required to submit a Payroll Certificate representing all work performed on the job site on a monthly basis. The Payroll Certificate must be submitted no later than the 1st of the month for all work performed during the previous month. Subcontractor shall use a format similar to AIA G702 & G703.
- (h) The Subcontractor is required to attend weekly site progress meetings and to participate in the preparation of Monthly updates of the Project schedule.
- (i) The Contractor cannot guarantee continuity of progress of work; Subcontractor shall employ as many mobilizations as required to complete the work as required by the project schedule.
- (j) The Subcontractor shall provide drinking water for its own employee's.
- (k) Subcontractor shall at all times protect stored equipment, materials from: damage from weather, sun. Materials shall be stored off the ground and not in contact the ground.
- (l) APCO Construction cannot guarantee price stability and therefore cannot grant any additional monies to subcontractor due to escalation of price between bid/quote time and when materials/labor/shipping is actually purchased and/or incorporated into the project.

APCO Construction
Subcontractor CR

Page 17 of 17

APCO00039544

APCO 104939

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APCO-TR-EX0045-0025

NOTICE TO ALL SUBCONTRACTORS

We have been requested by the Internal Revenue Service to comply with Regulation 1.604-1(d), which requires that we issue a 1099 Form on the compensation paid to you by APCO Construction.

Please indicate whether you are a Corporation or not and furnish your Social Security Number if you are not a Corporation or your Federal Tax ID Number, if you are a Corporation.

Corporation: Yes ☒ or No ☐

Social Security No. _____

Federal Tax ID No.: 36-4485672

By: _____
Signature

Victor Fuchs

NOV 28 2007

President
Title

APCO Construction
Subcontractor U.F.

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APCO-TR-EX0045-0026

CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE AND CORRECT COPY
OF THE ORIGINAL ON FILE
John S. Brown **JA002146**
CLERK OF THE COURT

**Amended and Restated
ManhattanWest
General Construction Agreement**

This Amended and Restated General Construction Agreement (the "Agreement") is made as of August 25, 2008 (the "Effective Date") between Gemstone Development West, Inc. ("Developer") and Camco Pacific Construction Company, Inc. ("General Contractor") with the following Nevada General Contractor License Number: 37507 Unlimited.

Recitals

Developer and General Contractor entered into the ManhattanWest General Construction Agreement, dated August 15, 2008 (the "Original Agreement") for the completion of Buildings 2, 3, 7, 8, and 9 of 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 wish to amend and restate the Original Agreement as set forth in this Agreement.

Agreement

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer and General Contractor hereby agree that the Original Agreement is hereby amended and restated as set forth below.

**ARTICLE I
GENERAL PROVISIONS**

1.01 Contract Documents. General Contractor has received the drawings and specifications for the Project set forth on the Planwell PDS site located at https://order.e-arc.com/arcEOC/PWELL_Project_main.asp?pyt=70-1-11863 as of the Effective Date (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. Upon delivery to, and consent by, 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 A.

1.03 Schedule of Values. Attached to this Agreement as Exhibit B is the Schedule of Values.

ARTICLE II

1

CAMCO-MW 01320



APCO-TR-EX0162-0001
PLTF'S PROPOSED EXHIBIT
NO. 162
Case No. A571228

GENERAL CONTRACTOR RESPONSIBILITIES

In exchange for the consideration to be provided to General Contractor pursuant to Article VI, General Contractor shall provide the services set forth below (the "Services").

2.01 Third-Party Service Providers. General Contractor shall engage licensed and insured contractors, subcontractors, sub-subcontractors, vendors and suppliers (the "Third-Party Service Providers") to perform the Work; provided, however, that General Contractor shall not be required to source or negotiate with the Third-Party Service Providers. General Contractor may not replace any Third-Party Service Provider without the prior written consent of Developer. Developer may require the replacement of any Third-Party Service Provider at anytime with or without cause; provided, however, that if Developer is terminating a Third-Party Service Provider without cause, Developer must first obtain General Contractor's consent, which will not be unreasonably withheld. General Contractor shall engage the Third-Party Service Providers listed on Exhibit C (the "Existing Third-Party Service Providers"). All other Third-Party Service Providers engaged by General Contractor are referred to as "New Third-Party Service Providers."

2.02 Third-Party Agreements. General Contractor shall incorporate the relevant terms and obligations of this Agreement into its contracts, purchase orders, and other agreements with any New Third-Party Service Providers (the "Third-Party Agreements"). Developer intends to assign the contracts for the Existing Third-Party Service Providers to General Contractor; provided however, that Developer may elect to terminate the existing contracts with some Existing Third-Party Service Providers, and in such event, new Third-Party Agreements will be executed. Within 10 days of the execution of any Third-Party Agreement, General Contractor shall furnish to Developer copies of such Third-Party Agreement. The terms of each Third-Party Agreement shall expressly set forth that Developer is a third-party beneficiary of such Third-Party Agreement, including, without limitation, any indemnity, warranty, insurance, or liquidated damage provisions obtained by General Contractor from any Third-Party Service Provider.

2.03 General Contractor Staffing. Except as set forth in the next sentence, General Contractor shall employ at its own expense any staff that is not primarily located on the Project Site. General Contractor shall employ at Developer's expense the personnel identified on Exhibit D at the rates stated therein. Upon receipt of written notice from Developer, General Contractor shall (a) employ additional personnel at Developer's expense and (b) remove from the Project any employee; provided however, that, in such notice, Developer must provide reasonable grounds for such removal request.

2.04 Payment Processing. General Contractor shall review and approve the Payment Applications pursuant to the terms of Article VII. Upon receipt of

each Progress Payment, General Contractor shall distribute such funds to the Third-Party Service Providers pursuant to Article VII.

2.05 Lien Releases. General Contractor shall be responsible for obtaining partial conditional and unconditional lien waivers from all Third-Party Service Providers in connection with each Progress Payment; conditional lien waivers will be provided for the current payment application and unconditional lien waivers will be provided for the prior progress payment. After Final Completion, General Contractor shall be responsible for obtaining final conditional and unconditional lien waivers 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; final conditional lien waivers will be provided with the final payment application and final unconditional lien waivers will be provided after Final Payment.

2.06 Risk Management Inspections. General Contractor shall conduct periodic safety inspections of the Project Site at Developer's expense.

2.07 Permits. General Contractor shall accept and retain all permits necessary for the performance of the Work; provided however, that General Contractor shall assign all permits to Developer or its designee upon receipt of written notice from Developer.

2.08 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. Notwithstanding any provision of this Agreement, Developer may meet independently with any Third-Party Service Provider at anytime, and each Third-Party Agreement shall require the corresponding Third-Party Service Provider to attend such meetings.

2.09 Correspondence. General Contractor shall, within 24 hours, provide Developer a copy of any correspondence or agreements with any Third-Party Service Provider or government or regulatory agency.

ARTICLE III EXPRESS EXCLUSIONS FROM THE SERVICES

Any items not set forth in Article II are not considered part of the Services, including, without limitation, the items set forth below (the "Exclusions"):

3.01 Developer Responsibilities. The following items shall be the sole responsibility of Developer, and Developer is required to perform these responsibilities in accordance with all applicable federal, state, and local laws, statutes, codes, ordinances, building codes, rules and regulations, and are not, therefore, part of the Services:

(a) Developer shall be responsible for and shall coordinate all construction means, methods, techniques, sequences and procedures necessary for or related to the Work.

(b) Developer 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.

(c) Developer shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement. General Contractor and General Contractor's accountants shall be afforded access to, and shall be permitted to audit and copy, Developer's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the Work. General Contractor shall treat as confidential all records obtained from Developer pursuant to this Section 3.01(c), subject to any legal requirements to disclose such information (e.g., subpoenas, audits, etc.).

(d) Developer shall be responsible for all shop drawings, product data, samples and similar submittals required by the Project.

(e) Developer shall provide an onsite trailer which shall be shared by General Contractor and Developer.

(f) Developer shall provide any required security to the Project Site, all field measurements, assessments of field conditions, and as-built drawings.

(g) Developer shall be solely responsible for (i) insuring that the Contract Drawings are consistent with each other and adequately describe the Work; (ii) distributing current and coordinated Contract Documents to all of the Third Party Service Providers; and (iii) maintaining at the Project Site any required copies of the Contract Drawings.

(h) Developer 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 or Certificate of Completion for each Building.

(i) Developer shall be solely responsible for performing and coordinating all of the services required to obtain any utility services required by the Project.

(j) Developer shall be solely responsible for maintaining safety precautions and programs in connection with the Work.

(k) Developer shall be liable for damage or loss to the property at the Project Site.

(l) Developer shall be responsible for all costs relating to or arising out of the termination of any Third-Party Service Provider.

3.02 Express Exclusions. The following items are expressly excluded from the Services, but this list is not intended to be exhaustive or complete; and the fact that an item is not listed below shall not imply that 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.

(a) General Contractor shall not be responsible for any of the costs, fees, or expenses related to the Work.

(b) General Contractor shall not be required to deliver any daily reports.

(c) General Contractor shall not be responsible to Developer for acts, errors and omissions of Developer or any Third-Party Service Provider.

(d) General Contractor shall not be responsible for the design of the Project.

(e) General Contractor shall not be responsible for the performance of the Third-Party Service Providers.

(f) General Contractor shall not be responsible for any cost overruns by Third-Party Service Providers.

(g) General Contractor shall not be responsible for delays by any Third-Party Service Provider.

ARTICLE IV SCHEDULE AND COMPLETION

4.01 Completion. The Work within or related to each Building shall be deemed completed upon the (a) completion of the Work in such Building and the corresponding common area around such Building to the satisfaction of Developer and (b) issuance of the Certificate of Occupancy or Certificate of Completion for such Building (collectively, a "Building Completion"). The Work for the entire Project shall be completed upon Building Completion for Buildings 2, 3, 7, 8, and 9 (the "Final Completion").

4.02 Project Schedule. The Work will be performed pursuant to the ManhattanWest Camco Pacific Construction Schedule, dated August 22, 2008, previously compiled by Developer and delivered to General Contractor. Preparation and amendment of the construction schedule shall be Developer's responsibility. Except for the Building Liquidated Damages that may be assessed and payable strictly pursuant to Section 9.03, General Contractor shall not be held responsible or be required to pay any form of damages or compensation if any Building Completion or the Final Completion is not attained pursuant to any schedule or timeframe; provided however, that General Contractor shall perform the Services pursuant to any reasonable timeframe established by Developer.

ARTICLE V WARRANTY AND INDEMNITY

5.01 Warranty. The Third-Party Agreements shall (a) require each Third-Party Service Provider to issue a two year warranty pursuant to the terms to be provided by Developer (the "Express Warranty") and (b) Developer is a third-party beneficiary of the Express Warranty. General Contractor (i) hereby expressly disclaims any express or implied warranty of any kind in connection with the Work and (ii) shall have no duty to repair any of the Work in connection with or pursuant to the Express Warranty or any such express or implied warranty.

5.02 Completed Work Release. Set forth on Exhibit E hereto is an update of the status of the Work as of the Effective Date (the "Previously Completed Work"). It is expressly understood that General Contractor did not perform and shall bear no responsibility for the Previously Completed Work.

5.03 Indemnification.

(a) To the fullest extent permitted by law, Developer agrees to defend (with counsel reasonably acceptable to General Contractor), indemnify and hold harmless General Contractor and General Contractor's agents and employees from any claims, demands, losses and liabilities to or by any and all persons or entities (including without limitation, Developer, the architect, engineers, governmental agencies, 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 Developer; (ii) the negligence or willful misconduct of Developer or any Third-Party Service Provider or any of their agents or employees; and (iii) the Work, including, without limitation, any claims for design, product or construction defects arising from or related to the Work or the Project (collectively, the "Covered Claim").

(b) In the event that General Contractor receives written notice of a Covered Claim, General Contractor shall immediately provide written notice of such Covered Claim to Developer.

(c) Upon receipt of any notice of a Covered Claim from General Contractor, Developer shall, at its cost and expense, assume and control the defense of such Covered Claim for General Contractor. General Contractor may only engage its own legal counsel to defend a Covered Claim at General Contractor's own expense; provided however, that in the event that Developer fails to provide a legal defense pursuant to this Section 5.03 and General Contractor must engage its own legal counsel to provide such legal defense, Developer shall be responsible for the cost of such legal counsel. General Contractor may not settle any Covered Claim without the express written consent of Developer.

(d) In connection with the defense of any Covered Claim by Developer, General Contractor shall do both of the following:

(i) Cooperate with Developer's efforts to defend any Covered Claim, including, without limitation, providing documents and un-compensated access to General Contractor's employees and agents for purposes of gathering evidence and providing testimony related to the Covered Claim; provided however, that Developer will compensate General Contractor for time spent by General Contractor's senior management in coordination meetings related to such defense; and

(ii) Accept any settlement of a Covered Claim that (A) is presented to General Contractor by Developer; (B) does not require the payment of any damages or fees by General Contractor; and (C) does not admit liability of, allow a judgment to be entered against, or result in imposition of governmental penalties or sanctions against, General Contractor or its contractor's license.

(e) Notwithstanding this Section 5.03, each Third-Party Agreement shall provide that (i) the corresponding Third-Party Service Provider will indemnify General Contractor and Developer for the Work being performed by such Third-Party Service Provider pursuant to such agreement and (ii) Developer is a third-party beneficiary of such indemnity.

(f) The provisions of this Section 5.03 shall survive the expiration or termination of this Agreement.

ARTICLE VI COMPENSATION FOR THE SERVICES

6.01 **Fees.** In exchange for the Services, Developer shall pay to General Contractor an amount equal to \$100,000.00 per month (the "General Contractor Fee"); provided however, that, upon the issuance of the Certificate of Occupancy or Certificate of Completion for four of the five Buildings, the General Contractor Fee shall be reduced to \$30,000.00 per month until Final Completion. For the month in which such adjustment to the General Contractor

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 36

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CHRONOLOGICAL APPENDIX OF EXHIBITS

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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
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 <i>Ex Parte</i> 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- JA000379	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- JA000418	7
11-06-17	Peel Brimley Lien Claimants' Motion in Limine Nos. 1-6	JA000419- JA000428	7

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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 <i>in Limine</i> 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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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 <i>in Limine</i>	JA000590 JA000614	9
	Exhibit 1 – Second Amended Notice of taking NRCB 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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
11-14-17	APCO Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC's Motions in <i>Limine</i> 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 <i>Limine</i>	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 <i>Limine</i>	JA001133 JA001148	21

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	Exhibit 1 – Special Master Report Regarding Discovery Status	JA001149- JA001151	21
	Exhibit 2 – Notice of Taking NRCP Rule 30(b)(6) Deposition of the Person Most Knowledgeable for Zitting Brothers Construction, Inc.	JA001152- JA001160	21
12-29-17	Notice of Entry of Order Granting Peel Brimley Lien Claimants’ Motion in <i>Limine</i> 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 <i>Limine</i> 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 <i>Limine</i>	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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 <i>En Banc</i> 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

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	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 <i>in Limine</i>	JA001644- JA001647	28

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	Exhibit 9 - Amended <i>nunc pro tunc</i> order regarding APCO Construction, Inc.'s Omnibus Motion <i>in Limine</i> No. 7	JA001648- JA001650	28
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	Exhibit 11 - order granting Peel Brimley Lien Claimants' Motion in Limine Nos.1-6 (against Camco Pacific Construction, Inc.)	JA001654- JA001657	28
	Exhibit 12 - Order Granting Plaintiff in Intervention, National Wood Products, Inc.'s Motion <i>in Limine</i>	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 (<i>Admitted</i>)	JA001803- JA001825	30
	Trial Exhibit 2 – APCO/Gemstone General Construction Agreement (<i>Admitted</i>)	JA001826- JA001868	30
	Trial Exhibit 3 - Nevada Construction Services /Gemstone Cost Plus/GMP Contract Disbursement Agreement (<i>Admitted</i>)	JA001869- JA001884	30

¹ Filed January 31, 2018

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

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	Trial Exhibit 27 - Letter from A. Edelstein to R. Nickerl re: June Progress Payment (<i>Admitted</i>)	JA002025- JA002080	34
	Trial Exhibit 28 - Letter from J. Barker to A. Edelstein Re: Termination of Agreement for GMP (<i>Admitted</i>)	JA002081	34
	Trial Exhibit 31 - Transmission of APCO's Pay Application No. 11 as Submitted to Owner (<i>Admitted</i>)	JA002082- JA002120	34/35
	Trial Exhibit 45 - Subcontractor Agreement (<i>Admitted</i>)	JA002121- JA002146	35
	Trial Exhibit 162 - Amended and Restated General Construction Agreement between Gemstone and CAMCO (<i>Admitted</i>)	JA002147- JA002176	35/36
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	Trial Exhibit 215 - Email from C. Colligan to Subcontractors re: 48-hour Termination Notice (<i>Admitted</i>)	JA002182- JA002185	36
	Trial Exhibit 216 - Email from C. Colligan re: Meeting with Subcontractors (<i>Admitted</i>)	JA002186- JA002188	36
	Trial Exhibit 506 – Email and Contract Revisions (<i>Admitted</i>)	JA002189 – JA002198	36

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	Exhibit 2 – Helix Trial Exhibits	JA002222- JA002223	36
	Exhibit 3 – Exhibit List Plaintiff in Intervention National Wood Products, Inc.	JA002224- JA002242	36/37
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	APCO Related Exhibits:		
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	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
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	Trial Exhibit 21 – Video (Construction Project)	JA002289	N/A
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	Trial Exhibits 33 and 126 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed)	JA002309- JA002310	39
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	Trial Exhibit 35 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002313- JA002314	40
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	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

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

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

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

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

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

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	Trial Exhibit 510 - Unsigned Subcontract	JA003814- JA003927	61/62
	Trial Exhibit 512 - Helix's Lien Notice	JA003928- JA004034	62/63
	Trial Exhibit 522 - Camco Billing	JA004035- JA005281	63/64/65 /66/67/ 68/69/70/ 71/72 /73/74/75 /76/77
01-19-18	Order Denying APCO Construction's Motion for Reconsideration of Order Granting Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA005282- JA005283	78
01-18-18	Transcript – Bench Trial (Day 2)²	JA005284- JA005370	78
	Trial Exhibit 535 – Deposition Transcript of Andrew Rivera (Exhibit 99) (<i>Admitted</i>)	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 (<i>Admitted</i>)	JA005786- JA005801	80
	Trial Exhibit 314 - Declaration of Victor Fuchs in support of Helix's Motion for Partial Summary Judgment against Gemstone (<i>Admitted</i>)	JA005802- JA005804	80

² Filed January 31, 201879

³ Filed January 31, 2018

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 320 – June-August Billings—not paid to APCO (<i>Admitted</i>)	JA005805	80
	Trial Exhibit 321 – Overpayments to Cabinetec (<i>Admitted</i>)	JA005806-	80
	Trial Exhibit 536 – Lien math calculations (handwritten) (<i>Admitted</i>)	JA005807- JA005808	80
	Trial Exhibit 804 – Camco Correspondence (<i>Admitted</i>)	JA005809- JA005816	80
	Trial Exhibit 3176 – APCO Notice of Lien (<i>Admitted</i>)	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

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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Exhibit 7B – Time Recap	JA006443- JA006474	88
	Exhibit 8 – Declaration of Cody S. Munteer, 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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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	90/91
	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 Munteer 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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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 <i>En Banc</i> 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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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 <i>in Limine</i>	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

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

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

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

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

ALPHABETICAL APPENDIX OF EXHIBITS

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08-05-09	APCO's Answer to Helix's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA000016 – JA000030	1
05-08-18	APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.	JA006265- JA006284	85
	Exhibit 1 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA006285- JA006356	85/86
	Exhibit 2 – National Wood Products, Inc.'s Notice of Motion and Motion to Intervene and Memorandum of Points and Authorities in Support Thereof	JA006357- JA006369	86
	Exhibit 3 – Plaintiff in Intervention, National Wood Products, Inc.'s Findings of Fact and Conclusions of Law (Proposed)	JA006370- JA006385	86/87
	Exhibit 4 – Plaintiff in Intervention, National Wood Productions, Inc.'s Findings of Fact and Conclusions of Law Re Camco	JA006386- JA006398	87
	Exhibit 5 – Offer of Judgment to Helix Electric of Nevada, LLC	JA006399- JA006402	87
	Exhibit 6 – Offer of Judgment to Plaintiff in Intervention National Wood Products, Inc.	JA006403- JA006406	87
	Exhibit 7 – Declaration of John Randall Jefferies, Esq. in Support of APCO Construction, Inc.'s Motion for Attorney's Fees and Costs	JA006407- JA006411	87
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	Exhibit 7B – Time Recap	JA006443- JA006474	88
	Exhibit 8 – Declaration of Cody S. Mounter, 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

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

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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
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	Exhibit 7 – Answer to Cactus Rose's Statement of Facts Constituting Notice of Lien and Complaint and Camco Pacific Construction Company Inc.'s Counterclaim	JA008948- JA008965	117
	Exhibit 8 – Answer to Heinaman Contract Glazing's Statement of Facts Constituting Lien and Third-Party Complaint and Camco Pacific Construction's Counterclaim	JA008966- JA008986	117/118
	Exhibit 9 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric of Nevada, LLC Against Camco Pacific Construction, Inc.	JA008987- JA008998	118
	Exhibit 10 – Findings of Fact and Conclusions of Law as to the Claims of Cactus Rose Construction Co., Inc.	JA008998- JA009010	118
	Exhibit 11 – Findings of Fact and Conclusions of Law as to the Claims of Heinaman Contract Glazing	JA009011- JA009024	118
	Exhibit 12 – Notice of Entry of Decision, Order and Judgment on Defendant Scott Financial Corporation's Motion for Summary Judgment as to Priority of Liens	JA009025- JA009038	118
	Exhibit 13 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA009039- JA009110	118/119
	Exhibit 14 – Order Granting Motion to Deposit Bond Penal Sum with Court, Exoneration of Bond and Dismissal	JA009111- JA009113	119
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	Exhibit 1-B – Declaration of Cody Mounteer in Support of APCO's Supplement to its Motion for Attorney's Fees	JA006639- JA006916	91/92/93 94/95/96
11-14-17	APCO Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC's Motions in Limine Nos. 1-4	JA000929- JA000940	13/14
	Exhibit 1 – Excerpts from the Deposition Transcript of Mary Jo Allen taken July 18, 2017	JA000941- JA000966	14/15/16
	Exhibit 2 – Helix Electric's Manhattan West Billing/Payment Status through August 2008	JA000967- JA000969	16/17
	Exhibit 3 – Excerpts from the Deposition Transcript of Andrew Rivera taken July 20, 2017	JA000970- JA000993	17/18/19
08-21-17	APCO Construction's Opposition to Peel Brimley Lien Claimants' Partial Motion for Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA000393- JA000409	6/7
	Exhibit A – Excerpt from 30(b)(6) Witness for Helix Electric of Nevada, LLC taken July 20, 2017	JA000410- JA000412	7
03-08-18	APCO Construction Inc.'s Post-Trial Brief	JA006059- JA006124	82/83
11-15-17	APCO Construction, Inc.'s Reply in Support of its Omnibus Motion in Limine	JA001133 JA001148	21

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

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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 <i>in Limine</i> 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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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 Cabenotec 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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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
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	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
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	Exhibit 10QQ – Motion to Suspend Briefing Pending Outcome of Order to Show Cause in Supreme Court Case No. 76276	JA008737- JA008746	113
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	Exhibit 5 - Excerpts from the Deposition Transcript of David E. Parry taken June 20, 2017	JA001065 JA001132	20/21
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03-23-18	Helix Electric of Nevada, LLC's Responses to APCO Construction's Post-Trial Brief	JA006173- JA006193	84
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	Exhibit 11 - order granting Peel Brimley Lien Claimants' Motion in Limine Nos.1-6 (against Camco Pacific Construction, Inc.)	JA001654- JA001657	28
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03-08-18	Letter to Judge Denton submitting APCO Construction, Inc.'s Proposed Findings of Fact and Conclusions of Law	JA005986- JA006058	8/821
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	Exhibit 7 – Order Approving Sale of Property	JA001314- JA001376	25/26
	Exhibit 8 – Order Releasing Sale Proceeds from Court Controlled Escrow Account	JA001377- JA001380	26
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	Exhibit 10 – Order Granting Peel Brimley Lien Claimants’ Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA001386- JA001392	26
	Exhibit 11 – Notice of Entry of Findings of Fact and Conclusions of Law and Judgment	JA001393- JA001430	26
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	Exhibit 13 – Appellant’s Opening Brief (Padilla v. Big D)	JA001436- JA001469	26
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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 <i>in Limine</i>	JA001178- JA001186	22
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01-03-20	Notice of Entry of Order Granting Helix Electric of Nevada, LLC's Motion for Rule 54(b) Certification	JA009124- JA009131	119

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01-19-18	Order Denying APCO Construction's Motion for Reconsideration of Order Granting Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA005282- JA005283	78
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 <i>Ex Parte</i> Application for Order Shortening Time	JA000328- JA000342	6
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	Exhibit 2 – Camco Pacific Construction Company, Inc.'s Responses to Helix Electric of Nevada, LLC's Interrogatories	JA000380- JA000392	6
11-06-17	Peel Brimley Lien Claimants' Motion <i>in Limine</i> Nos. 1-6	JA000419- JA000428	7
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	Exhibit 2 – Amended Notices of 30(b)(6) Deposition of Camco Pacific Construction Company, Inc. from Cactus Rose Construction, Inc., Fast Glass, Inc.’s, Heinaman Contract Glazing, Inc. and Helix Electric of Nevada, LLC’s	JA000436- JA000472	7/8
	Exhibit 3 – Excerpt from David E. Parry’s Deposition Transcript taken June 20, 2017	JA000473 JA00489	8
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	Exhibit 5 – Fast Glass, Inc.’s First Set of Request for Admissions to Camco Pacific Construction	JA000501- JA000511	8
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	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
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07-19-18	Plaintiff-in-Intervention National Wood Products, Inc.'s Surreply to APCO Construction's Reply to Plaintiff-in-Intervention National Wood Products, Inc.'s Opposition to Motion for Attorney's Fees and Costs	JA007246- JA007261	100
01-10-18	Reply in Support of Motion for Reconsideration of Court's Order Granting Peel Brimley Lien Claimants' Partial Motion for Summary Judgment to Preclude Defenses Based on Pay-if-Paid Provisions on an Order Shortening Time	JA001561- JA001573	27
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	APCO Related Exhibits:		
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	Trial Exhibit 8 - APCO Pay Application No. 10 as submitted to Owner	JA002244- JA002282	37/38
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	Trial Exhibit 20 – Video (Construction Project)	JA002288	N/A
	Trial Exhibit 21 – Video (Construction Project)	JA002289	N/A
	Trial Exhibit 22 – Video (Construction Project)	JA002290	N/A
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	Trial Exhibit 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
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	Trial Exhibit 48 - Email from R. Nickerl to B. Johnson Re: Work Suspension Directive	JA002357- JA002358	41
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	Trial Exhibit 56 - Photo re: Building 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002377- JA002378	42
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	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
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	Trial Exhibit 66 - Letter of transmittal from Helix to APCO re: Helix Pay Application No. 16713-011R1	JA002424- JA002433	43
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	Trial Exhibit 72 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002445- JA002446	43
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	Trial Exhibit 111 - Photo of Video (Construction Project)	JA002536- JA002537	44
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	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

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	Trial Exhibit 138 - Memo from Scott Financial to Nevada State Contractors Board Re: Explanation of Project Payment Process	JA002582- JA002591	46
	Trial Exhibit 152 -Terms & Conditions modified by APCO, Invoices and Check Payment	JA002592- JA002598	46
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	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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:		

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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	63/64/65/66/6 7/ 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

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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 162 - Amended and Restated General Construction Agreement between Gemstone and CAMCO (<i>Admitted</i>)	JA002147- JA002176	35/36
	Trial Exhibit 212 - Letter from Edelstein to R. Nickerl re: NRS 624 Notice (<i>Admitted</i>)	JA002177- JA002181	36
	Trial Exhibit 215 - Email from C. Colligan to Subcontractors re: 48-hour Termination Notice (<i>Admitted</i>)	JA002182- JA002185	36
	Trial Exhibit 216 - Email from C. Colligan re: Meeting with Subcontractors (<i>Admitted</i>)	JA002186- JA002188	36
	Trial Exhibit 506 – Email and Contract Revisions (<i>Admitted</i>)	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) (<i>Admitted</i>)	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 (<i>Admitted</i>)	JA005786- JA005801	80
	Trial Exhibit 314 - Declaration of Victor Fuchs in support of Helix’s Motion for Partial Summary Judgment against Gemstone (<i>Admitted</i>)	JA005802- JA005804	80
	Trial Exhibit 320 – June-August Billings—not paid to APCO (<i>Admitted</i>)	JA005805	80
	Trial Exhibit 321 – Overpayments to Cabinetec (<i>Admitted</i>)	JA005806-	80

⁶ Filed January 31, 201879

⁷ Filed January 31, 2018

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 536 – Lien math calculations (handwritten) (<i>Admitted</i>)	JA005807- JA005808	80
	Trial Exhibit 804 – Camco Correspondence (<i>Admitted</i>)	JA005809- JA005816	80
	Trial Exhibit 3176 – APCO Notice of Lien (<i>Admitted</i>)	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

Fee takes place, such adjustment shall be calculated pro rata based on the number of days in such month that each of the two levels of General Contractor Fee applied.

6.02 Expenses. In addition to the General Contractor Fee, General Contractor may charge additional fees for the following (the "General Contractor Expenses"):

(a) All costs and expenses associated with the employment of onsite personal pursuant to Section 2.03.

(b) All costs and expenses associated with the inspections to be conducted pursuant to Section 2.06.

6.03 Discounts, Rebates, and Refunds. Discounts obtained on payments made by General Contractor shall accrue 100% to Developer. In addition, trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue 100% to Developer. Developer shall be entitled to all savings derived from value engineering.

6.04 Taxes. General Contractor shall be solely responsible for the taxes to be paid on the General Contractor Fee. Developer shall pay all sales, consumer, use and similar taxes levied in connection with the Work.

ARTICLE VII PAYMENT FOR THE WORK

7.01 Progress Payments.

(a) Pursuant to the Third-Party Agreements, Third-Party Service Providers shall deliver their individual payment applications to General Contractor. Developer may, for any reason, refuse to approve all or a portion of any application for payment received from a Third-Party Service Provider.

(b) On approximately the first business day of each month, General Contractor shall prepare 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 (the "Application for Payment").

(i) Each Application for Payment shall be based on the most recent Schedule of Values. The Schedule of Values shall allocate the Cost of the Work among the various portions of the Work, and will be periodically updated by General Contractor (subject to approval by Developer) to reflect buy-out and changed conditions. The General Contractor's Fee and General Contractor Expenses shall be shown as separate items.

(ii) 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 percentage of that portion of the Work which has actually been completed.

(c) Upon delivery of an executed Application for Payment, Developer may refuse to approve all or a portion of such Application for Payment; provided however, that any such refusal must be reasonable, in good faith, and accompanied by a written explanation of such refusal. Upon receipt of a refusal or partial refusal, General Contractor will revise the Application for Payment accordingly and resubmit it to Developer for approval and continue this revision process until such Application for Payment is approved by Developer. Upon approving such Application for Payment, Developer shall 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, the amount requested in a Draw Application shall be paid within 40 days of the submission of such Draw Application (the "Progress Payment").

(d) The amount of each Progress Payment shall be computed as follows:

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

(ii) add that portion of the Cost of the Work 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;

(v) add the General Contractor Fee and payment for any General Contractor Expenses;

(vi) subtract the shortfall, if any, resulting from errors in previous Progress Payments subsequently discovered by Developer's accountant; and

(vii) subtract amounts, if any, that are disputed by Developer.

(e) 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 New Third-Party Service Provider, require each New Third-Party Service Provider to make payment to sub-contractors in a similar manner.

7.02 Final Payment.

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

- (i) Final Completion is obtained;
- (ii) the General Contractor has fully performed the Services; and
- (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.

(b) 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 reasonable approval.

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

7.03 Retainage.

(a) No retention shall be withheld from the General Contractor Fee or the General Contractor Expenses. General Contractor shall withhold the maximum legal retainage amount set forth in each APCO Third-Party Agreement. Each New Third-Party Agreement will provide for the withholding of retainage from the corresponding New Third-Party Service Provider in the amount of 10% of each Progress Payment.

(b) Any remaining retention for Third-Party Service Providers shall be released for payment to the Third-Party Service Providers (i) on the date that (A) Final Completion is attained and (B) 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 or (ii) upon the express written approval of such release, or a partial release to certain Third-Party Service Providers, executed by Developer and General Contractor.

ARTICLE VIII OWNERSHIP AND USE OF DOCUMENTS

8.01 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.

8.02 Subsequent Use. To the extent that any Project Documents 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.

8.03 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 IX INSURANCE, BONDS, AND LIQUIDATED DAMAGES

9.01 Insurance. Developer shall obtain and maintain, at its sole cost, the types and amounts of insurance coverage set forth in the insurance binder attached hereto as Exhibit F. General Contractor shall not be (a) responsible for any insurance deductibles, self-insured retention, or related insurance expenses related to such policies or (b) required to obtain any additional insurance pursuant to such policies. Notwithstanding this Section 9.01, each Third-Party Agreement shall provide insurance provisions as are delivered to General Contractor by Developer prior to the execution of the corresponding Third-Party Agreement.

9.02 Bonds. General Contractor will not be required to furnish any performance bonds or payment bonds for the Project.

9.03 Liquidated Damages.

(a) The "Required Completion Date" is the date that a given Building Completion must be attained. The corresponding Required Completion Dates for the Buildings are set forth below:

Building	Required Completion Date
Building 2	October 31, 2008
Building 3	October 31, 2008
Building 7	December 31, 2008
Building 8	November 30, 2008
Building 9	November 30, 2008

(b) Building Completion must 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 and keep 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 Section 9.03(b) 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 any Building Completion. In addition, delays in any Building Completion may cause additional expenses for contract and construction administration, accounting, and cost of capital. Nothing in Section 9.03(b) 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.

(d) Each Third-Party Agreement shall provide a liquidated damages provision that is similar to this Section 9.03 and places the Third-Party Service Providers on notice that they are responsible to the Developer and General Contractor for liquidated damages. The Building Liquidated Damages shall be strictly assessed by Developer against General Contractor pursuant to the terms of this Section 9.03. General Contractor shall similarly strictly assess Building Liquidated Damages against its Third-Party Service Providers pursuant to this Section 9.03 and the corresponding Third-Party Agreement. Notwithstanding the previous sentence of this Section 9.03(d) and any other provision of this Agreement, General Contractor's obligation to pay Developer any assessed Building Liquidated Damages will not be triggered until such time and will be limited to the extent that General Contractor actually collects from the corresponding Third-Party Service Providers such amounts owed for liquidated damages by such Third-Party Service Providers (i.e., General Contractor will not be required to pay any Building Liquidated Damages out of its own funds, but will

only pay the amount that General Contractor actually collects from Third-Party Service Providers). General Contractor shall use its best efforts to recover all such liquidated damage amounts from the applicable Third-Party Service Providers as quickly as possible, including any costs, fees, or expenses incurred by General Contractor in the collection of the Building Liquidated Damages from the Third Party Service Provider. Developer shall reimburse General Contractor, within 15 days of receipt of an invoice, for the reasonable expert and legal fees and costs, if any, incurred by General Contractor in connection with collecting such liquidated damage amounts from such Third-Party Service Providers provided that such expert and legal fees and costs are not first recovered from the applicable Third-Party Service Providers.

ARTICLE X CHANGES IN THE WORK

10.01 Change Orders.

(a) A "Change Order" is a written order signed by Developer and General Contractor, authorizing a change in the Work.

(b) Developer, without invalidating this Agreement, may initiate changes in the Work by executing and delivering to General Contractor a Change Order setting forth the work to be performed, the Third-Party Service Provider to perform such work, and any other terms of such engagement. Upon receiving a Change Order, General Contractor will execute such Change Order and execute or amend any Third-Party Agreements as are necessary to perform the Work set forth in such Change Order; provided that the Third-Party Service Provider has agreed to the terms of the Change Order. General Contractor shall receive no additional compensation in connection with any Change Order.

(c) 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; provided that the Third-Party Service Provider consents thereto. 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 General Contractor.

ARTICLE XI TERMINATION OF AGREEMENT

11.01 Term. The term of the Agreement commences on the Effective Date. Provided that this Agreement is not terminated pursuant to Section 11.02, the term of the Agreement ends on the date of Final Completion.

11.02 Termination by Developer With Cause.

(a) if General Contractor breaches any provision of this Agreement and fails to cure such breach within 48 hours of receiving written notice of such breach from Developer (or, if the breach cannot reasonably be cured within 48 hours, General Contractor does not initiate to cure within 48 hours and thereafter diligently pursue the cure to completion), Developer may terminate the Agreement without prejudice to any other rights or remedies available to Developer and after giving General Contractor three days' written notice (in addition to the 48 hours notice pursuant to the above cure period) and 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 11.03; and

(iii) Obtain the Services by whatever reasonable method that Developer deems expedient.

(b) In the event of a termination pursuant to Section 11.02(a), (i) General Contractor shall not be entitled to receive any further payment until the Work is finished and (ii) upon completion of the Work, General Contractor shall pay any costs and expenses incurred by Developer to perform or have a third-party perform the Services in excess of the unpaid portion of the General Contractor's Fee and General Contractor Expenses.

11.03 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 11.02 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 XI, 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 XII CLAIM AND DISPUTE RESOLUTION

12.01 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.

12.02 Time Limits on Claims. A Claim may be brought by either party at anytime prior to Final Completion. For any Claim that may be brought by either party after Final Completion, such Claim must be initiated within a reasonable number of days after the claimant first recognizes the condition giving rise to the Claim; provided however, that the parties may mutually agree to postpone the resolution of any Claim. Claims must be initiated by written notice to the other party.

12.03 Mediation.

(a) Any Claim shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party; provided, however, that a party may initiate a lawsuit to prevent the statute of limitations from expiring so long as that party seeks to have the lawsuit stayed pending mediation and arbitration as provided in this Agreement.

(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 or initiation of a lawsuit 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.

12.04 Arbitration.

(a) Any Claim shall be subject to arbitration, except those claims that are required by statute to be litigated (e.g., foreclosure of a mechanic's lien). Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with the provisions of Section 12.03.

(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 and the American Arbitration Association.

(c) A demand for arbitration shall be made 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.

(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.

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

**ARTICLE XIII
MISCELLANEOUS PROVISIONS**

13.01 Access to the Project Site. Developer shall have access to the Project Site, subject to any restrictions required by insurance policies and reasonable rules or regulations promulgated by General Contractor. Developer may expel any Third-Party Service Providers and any other third-party from the Project Site with reasonable cause.

13.02 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 on the attached signature page or such other address as either party may specify in writing.

13.03 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.

13.04 Amendment and Termination. Subject to Article XI, this Agreement may be amended or terminated only by written instrument executed by both Developer and General Contractor.

13.05 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.

13.06 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.

13.07 Attorney's Fees: 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.

13.08 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.

13.09 Waivers and Non-Waiver of Remedies. 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 the other party of the same or any other provision. A party's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of that party's consent to or approval of any subsequent act by the other party. A party's failure to declare a breach of this Agreement for a particular default by the other party shall not be a waiver of any preceding or subsequent breach by the other party. 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.

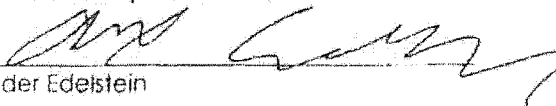
13.10 Counterparts. This Agreement may be executed in counterparts, all of which together shall constitute one and the same agreement. Signatures to this Agreement may be transmitted via facsimile or PDF, and such signatures shall be deemed to be originals.

[Signature Page Attached]

This Agreement is entered into as of the Effective Date.

DEVELOPER:

Gemstone Development West, Inc.


Alexander Edelstein

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

GENERAL CONTRACTOR:

CAMCO Pacific Construction Company, Inc.


David E. Parry
Senior Vice President

2925 E. Patrick Lane, Suite G
Las Vegas, NV 89120
Attention: David E. Parry
Phone: (702) 798-6611
Email: dparry@camcopacific.com

[CAMCO Agreement Signature Page]

Exhibit A
Glossary of Defined Terms

Defined Terms:

1. "Building" means any building within the Project.
2. "Certificate of Occupancy" means the permission from Clark County and any other applicable regulatory agency necessary for Developer to conduct the close of escrow for the sale of the individual units in the Project.
3. "Cost of the Work" means the aggregate cost to perform the Work pursuant to the Schedule of Values.
4. "APCO Third-Party Service Agreement" means the contracts, purchases orders, and other agreements between Asphalt Products Corporation, (dba APCO Construction) and any Third-Party Service Providers in effect as of the Effective Date.
5. "Schedule of Values" means a list delivered by General Contractor to Developer that sets forth (a) each component of the Work and (b) the corresponding budgeted cost for each component of the Work.
6. "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and including all labor, materials, equipment and services. The Work may constitute the whole or a part of the Project.

Additional Terms. Each of the following terms is defined in the section or reference set forth opposite such term below.

Term	Section
Agreement	Preamble
Application for Payment	Section 7.01(b)
Building Liquidated Damages	9.03(b)
Final Completion	Section 4.01
Change Order	Section 10.01(a)
Claim	Section 12.01
Contract Documents	Section 1.01
Cover Claim	Section 5.03
Developer	Preamble
Draw Application	Section 7.01(c)
Effective Date	Preamble
Exclusions	Article III
Express Warranty	Section 5.01
Final Payment	Section 7.02(a)

General Contractor	Preamble
General Contractor Fee	Section 6.01
General Contractor Expenses	Section 6.02
Original Agreement	Recitals
Percentage Completion	Section 7.01
Previously Completed Work	Section 5.02
Progress Payment	Section 7.01(c)
Project	Recitals
Project Documents	Section 8.01
Project Schedule	4.02
Project Site	Recitals
Required Completion Date	9.03(a)
Services	Article II Preamble
Standard Retainage	Section 7.03(a)
Third-Party Agreements	Section 2.02
Third-Party Service Providers	Section 2.01

Exhibit B
Schedule of Values

Exhibit C
Existing Third-Party Service Providers

Accuracy Glass & Mirror, Inc.
CabineTec
Carpets N More
Cell Crete Corporation
Concrete Visions
Creative Home Theaters, Inc.
Dependable Glass & Mirror
Distinctive Marble
Executive Plastering
Gilbert & Associates
Granite Construction
Granite Plus
Helix Electric
Hi Tech Fabrication
Isulpro Projects
Interstate Plumbing & Air
Jeff Heitl Plumbing & Fire, LLC
Larry Methvin Installation
Las Vegas Pipeline
The Masonry Group Nevada, Inc.
Nevada Gypsum
Nevada Pre Fab Engineers
OTIS Technologies
PDM Glass & Mirror
Pools by Grube
PR Construction
Sierra Reinforcing
Sierra Waterproofing
Storm Water Programs
Sunset Steel Erectors
H.A. Fabrications
California Drafting
Silver State Fireplaces
Sliding Door Company
The Painting Company
ThyssenKrupp Elevator
Tri-City Drywall
WRG Design, Inc.
Whirlpool Corporation
Zitting Construction
Wholesale Door & Window
Steel Engineers Incorporated

Purchase Orders
Calico Construction Supply

H.D. Supply Waterworks
Ready Mix, Inc.

Vendors

Advance Office Supply
Alternative Office Systems
Design Space Modular Buildings
Holman's of Nevada, Inc.
JSS Jackpot Sanitation Services
Las Vegas Reprographics
Mercury LDO Reprographics
National Construction Rentals
National Construction Rentals
Republic Services
Sunstate Equipment
Temp Power Systems
Wireless Telecorp, Inc.

Exhibit D
Onsite Personnel Employed by General Contractor

**General Contractor staffing
to be paid at Developer's
Expense:**

<i>Position</i>	<i>Monthly Rate</i>	<i>% Allocated to Project</i>	<i>Monthly Rate to be Paid on Project</i>
Project Executive	Included	As reasonably required	
General Superintendent	\$15,600.00	100%	\$15,600.00
Project Superintendents	Base Salary Plus 35% Burden, plus Benefits	100%	Varies
Project Administrator/Accountant	\$8,493.00	60%	\$5,095.80
Safety Officer: 2.15 inspections per month			
	2.15 inspections x \$ 947.00 per month		\$2,036.00

1. All Benefits and the entire Burden are included in Monthly Rate for the General Superintendent and Project Administrator/Account.

2. For each Project Superintendent, the Benefits will include all benefits given to such Project Superintendent pursuant to such Project Superintendent's offer letter which may include, without limitation, vacation, holidays, vehicle allowance, cell phones, personal days, vehicle fuel, and insurance. Furthermore, such benefits shall be limited by the terms of such offer letter.

Exhibit E
Previously Completed Work*

Building 2

Concrete podium structure is complete
Rough electric is complete
Rough plumbing is complete
Rough HVAC is complete
Roof is 100% complete
Fire Sprinklers 100%
Windows are 100%
Drywall is 70%
Lath is 95% complete
Stucco is 50% complete
Elevator is 10% complete
Stairs are 45% complete
Insulation is complete
Interior doors and jambs are 10% complete
Ramp to garage is complete
Pony walls in court yard are 90%
Switchgear is in place

Building 3

Concrete podium structure is complete
Roof is 75%
Fire sprinkles are 70% complete
Windows are 95%
Dens glass is 95% complete
Elevator is 5% complete
Stairs are 45% complete
Interior doors and jambs have not started
Switchgear is in place
Ramp to garage is not complete
Garage for 2 & 3 is complete but concrete is unacceptable

Building 7

Concrete podium structure is complete
Garage is 95% complete but concrete is unacceptable
Generator is in place but not installed
1st through 7th framing complete
1st through 6th fire sprinklers rough are complete
1st through 5th HVAC rough is complete
1st through 6th plumbing rough is complete
1st through 3rd electrical rough is complete
Roof decking is not complete
9th floor deck is not complete
9th floor pools are not complete
Curtain wall clips are not complete

Curtain wall installation has not started
Drywall rips are 15% complete
Shafts are 45% complete
Elevator is not installed and I have not seen it onsite
Stairs are 55%
None of the patio pour backs have been poured

Building 8

Concrete podium structure is complete
Framing is complete
Windows are complete
Hollow metal door frames are installed
Lath is 60% complete
Brown coat is 50 % complete
Stairs are 95% complete
Tubs have been installed
Shower pans are at 50%
1st through 3rd drywall is complete on walls and lids but not the soffits
4th drywall (walls only) are 55% complete
1st floor drywall taping is 70% complete
1st through 3rd rough electric is complete
1st through 3rd rough plumbing is complete
1st through 3rd rough HVAC is complete
1st through 3rd rough low volt is complete
4th floor soffits have not been installed
Elevators have not started
Corridors drywall has not started
Shafts are 75% complete
HVAC compressors are in place on the roof
Curb wall on podium has been poured water proofing is not complete
Post for balcony rails have been installed
Flashing for patio deck pour has been installed
Switchgear is in place

Building 9

Framing is complete
Windows are complete
Hollow metal door frames are installed
Lath is 90% complete
Stucco is 60 % complete
Stairs are 95% complete
Tubs have been installed
Shower pans are at 50%
1st through 3rd drywall is complete on walls and lids but not the soffits
4th drywall (walls only) are 55% complete
1st floor drywall taping is 65% complete
1st through 3rd rough electric is complete
1st through 3rd rough plumbing is complete

1st through 3rd rough HVAC is complete
1st through 3rd rough low volt is complete
4th floor soffits have not been installed
Elevators have not started
Corridors drywall has not started
1st floor Corridor lid framing is 70% complete
HVAC compressors are in place on the roof
Curb wall on podium has been poured water proofing is not complete
Post for balcony rails have been installed
Flashing for patio deck pour has been installed
Switchgear is in place

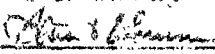
Other

Podium fix in buildings 8 & 9 is 60% complete
Civil infrastructure is 95% complete

*This Exhibit E is subject to modification within 24 hours of General Contractor's inspection of the Project Site which must take place within 72 hours of the Effective Date.

Exhibit F
Insurance Policies Provided by Developer

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CLERK OF THE COURT

JA002176

July 2, 2008

Randy Nickerl
APCO Construction
3432 N. 5th Street
Las Vegas, NV 89032

RE: NRS Section 624 Notice

Randy:

Pursuant to Section 624.609(3) of the Nevada Revised Statutes and Sections 5.05(d) and 5.05(f)(vii) of the General Construction Agreement for GMP, dated September 6, 2007 (the "Agreement"), between Gemstone Development West, Inc. ("Gemstone") and Asphalt Products Corporation ("APCO"), APCO is hereby given notice that Gemstone will withhold \$226,360.88 from the May Progress Payment (the "Withheld Amount") in addition to the 10% retainage that was already being withheld. The Withheld Amount represents the APCO Construction Contractor's Fee line-item from the May Progress Payment. Any capitalized terms that are not defined within this letter shall have the meaning ascribed to them in the Agreement.

The Withheld Amount is being withheld for the reasons set forth below:

A. Reference to the Agreement.

1. Pursuant to Section 5.05(d)(v) of the Agreement, Gemstone may refuse to approve all or a portion of any Application for Payment based on the existence of reasonable "evidence that the Work cannot be completed for the unpaid balance of the Contract Sum." Based on Gemstone's review of the subcontracts and the APCO budget, there is reasonable evidence that the work to be completed by APCO in connection with the Agreement cannot be completed for the unpaid balance of the Contract Sum. For example, the aggregate Phase I GMP is \$78,939,160¹. APCO has executed subcontracts representing \$73,598,471, has approximately \$2,500,000 of work left to contract, and has approximately \$500,000 in additional costs associated with the remedial foundation work necessary to correct the construction problems in the Buildings 8 and 9 podium. Consequently, APCO has merely \$2,340,689 to cover all of APCO's contingencies, General Conditions, and fees.

2. Pursuant to Section 5.05(d)(vii) of the Agreement, Gemstone may refuse to approve all or a portion of any Application for Payment based on reasonable "evidence that the Work will not be completed within a Completion Period and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay." Based on Gemstone's comparison of the

¹ For the sake of simplicity, the costs associated with potential change orders have not been added to the Phase I GMP figure or the corresponding expenses.



04592

APCO-TR-EX0212-0001
PLTF'S PROPOSED EXHIBIT
NO. 212
Case No. A571228

JA002177

Schedule and the progress of the work on the site, there is reasonable evidence that the Work will not be completed on Buildings 2, 3, 7, 8, and 9 within the Completion Period for such buildings and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay. Pursuant to the make-up schedule delivered by APCO to Gemstone, each of the following buildings will be delivered late by the number of days set forth next to such building:

Building Number	Days Behind
Building 2	64
Building 3	62
Building 7	170
Building 8	60
Building 9	58
Total:	414

Pursuant to Section 4.03(b) of the Agreement, the liquidated damages per day per building are equal to \$15,000. Consequently, pursuant to the make-up schedule provided by APCO to Gemstone, APCO will owe \$6,240,000 in liquidated damages. Assuming for the sake of analysis that 200 of the above delay days are excluded to arbitrarily take into consideration the potential for delays that were caused by design issues that actually affected the critical path, we would still have 214 delay days and the corresponding liquidated damages would be \$3,210,000.

3. Pursuant to Section 5.05(d)(ix) of the Agreement, Gemstone may refuse to approve all or a portion of any Application for Payment based on APCO's "failure to obtain and deliver a Certificate for Payment." Pursuant to Section 5.05(f)(vii)(A) of the Agreement, a Progress Payment shall be reduced by any amounts "for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the AIA General Conditions", and such conditions set forth that the architect can refuse to execute a Certificate of Payment if (a) the remaining work can't be completed for the remaining contract amount or (b) the work will not be completed punctually and the balance of the contract amount will not be enough to cover the liquidated damages. For the reasons set forth in Sections A(1) and (2) of this notice, based on the criteria set forth in Sections A(3)(a) and (b) of this notice and my conversations with the Architect, APCO will not be able to obtain and deliver a Certificate of Payment from the Architect.

B. Applicable Code, Law, or Regulation

1. Pursuant to NRS 624.301(3), a general contractor may be disciplined for a failure "in a material respect on the part of a licensee to complete any

construction project or operation for the price stated in the contract for the project or operation or any modification of the contract. As set forth above, APCO is in breach of this provision.

2. Pursuant to NRS 624.301 (4), a general contractor may be disciplined for a "willful failure or refusal without legal excuse on the part of a licensee as a contractor to prosecute a construction project or operation with reasonable diligence, thereby causing material injury to another." As set forth above, APCO is in breach of this provision.

3. Pursuant to NRS 624.301 (5), a general contractor may be disciplined for a "willful failure or refusal without legal excuse on the part of a licensee to comply with the terms of a construction contract or written warranty, thereby causing material injury to another." As set forth above, APCO is in breach of this provision.

4. Pursuant to NRS 624.3011, a general contractor may be disciplined for a "willful and prejudicial departure from or disregard of plans or specification in any material respect without the consent of the owner or his authorized representative and the person entitled to have the particular construction project or operation completed in accordance with the plans and specifications." The podium issues that have caused most of the delays on Buildings 8 and 9 stem from APCO's unilateral decision not to include the required stud rails prior to the podium concrete pour.

5. Pursuant to NRS 624.3017, the following acts are "unfair business practices and constitute cause for disciplinary action under NRS 624.300: 1. Workmanship which is not commensurate with standards of the trade in general or which is below the standards in the building or construction codes adopted by the city or county in which the work is performed ..." The podium issues that have caused most of the delays on Buildings 8 and 9 stem from APCO's unilateral decision not to include the required stud rails prior to the podium concrete pour. Furthermore, APCO's failure to manage the job pursuant to the Schedule and consistent failure to deliver an acceptable Recovery Plan also constitute a breach of the above provision.

C. Non-Relevance of Unapproved Change Orders

Any claims by APCO that the Contract Sum and the Schedule should be adjusted to incorporate any disputed Change Orders are without merit. To the extent that APCO has submitted Change Orders that have been rejected by Gemstone, a Claim now exists or will soon exist between the parties, and such Claim shall be resolved pursuant to Article XI of the Agreement. However, notwithstanding such Claim, Section 9.01 (a) of the Agreement expressly provides the following:

A "Change Order" is a written order signed by Developer and General Contractor, authorizing a change in the Work and/or

adjustment in the scope of the Project, the Contract Sum, or any Completion Period. Neither the Contract Sum nor any Completion Period can be changed without a validly executed Change Order.


Consequently, despite the disputed Change Orders that have been submitted by APCO, there will be no adjustment to the Contract Sum or any Completion Period until both APCO and Gemstone execute a given Change Order. Furthermore, NRS 624.610(d)(2), Gemstone has given written notice to APCO that the disputed Change Orders are not reasonable and must be resolved via the Agreement's dispute resolution procedures.

As a result, the cost overruns and liquidated damages set forth in Sections A(1) and (2) of this notice will not be adjusted to include any Change Orders until such time as such Change Orders are approved by Gemstone, if ever, or the underlying Claims are resolved via the Agreement's dispute resolution procedures. In short, Gemstone has the right to withhold the Withheld Amount from the May Progress Payment without regard to the disputed Change Orders.


Please feel free to contact me with any questions.

Sincerely,

Gemstone Development West, Inc.


Alexander Edelstein
Chief Executive Officer

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DOCUMENT ATTACHED IS A
TRUE AND CORRECT COPY
OF THE ORIGINAL ON FILE



CLERK OF THE COURT

JA002181

MaryJo Allen

From: Randy Nickerl
Sent: Friday, August 15, 2008 1:28 PM
To: JEFFERIES, RANDY; Lisa Lynn
Cc: Joe Pelan
Subject: RE: PLEASE READ !!!!! ManhattanWest-48 hour termination notice for breach to APCO

REDACTED

From: JEFFERIES, RANDY [mailto:RJEFFERI@FCLAW.com]
Sent: Friday, August 15, 2008 11:51 AM
To: Lisa Lynn
Cc: Randy Nickerl
Subject: RE: PLEASE READ !!!!! ManhattanWest-48 hour termination notice for breach to APCO

REDACTED

From: Lisa Lynn [mailto:llynn@apcoconstruction.com]
Sent: Friday, August 15, 2008 11:46 AM
To: JEFFERIES, RANDY
Subject: PLEASE READ !!!!! ManhattanWest-48 hour termination notice for breach to APCO

Thank You,

Lisa Lynn

APCO Construction
(702)736-1360
(702)734-3820 (fax)
llynn@apcoconstruction.com

From: Tri-City Drywall Inc [mailto:tricitydrywallinc@gmail.com]
Sent: Friday, August 15, 2008 11:36 AM
To: Lisa Lynn
Subject: Fwd: ManhattanWest-48 hour termination notice for breach to APCO

----- Forwarded message -----

From: Craig Colligan <CraigC@gemstonedev.com>
Date: Aug 15, 2008 10:27 AM
Subject: ManhattanWest-48 hour termination notice for breach to APCO
To: Andrew Rivera <arivera@helixelectric.com>, Dwayne Garrison <dgarrison@helixelectric.com>, "vincent.poolsbygrube@verdemail.com" <vincent.poolsbygrube@verdemail.com>, "accuracyglass@earthlink.net" <accuracyglass@earthlink.net>, "laura@cabinetec.com"

1



APCO-TR-EX0215-0001
PLTF'S PROPOSED EXHIBIT
NO. 215
Case No. A571228

JA002182

<laura@cabinetec.com>, "franka@carpetsnmore.com" <franka@carpetsnmore.com>, "lsmith@ccll-crete.com" <lsmith@ccll-crete.com>, "dependablel@lvcoxmail.com" <dependablel@lvcoxmail.com>, "randy@sundanceplastering.com" <randy@sundanceplastering.com>, "gabriel@distinctivemarble.com" <gabriel@distinctivemarble.com>, "stephanie.coughlin@hlinternational.net" <stephanie.coughlin@hlinternational.net>, "cbown@hi-techfabrication.com" <cbown@hi-techfabrication.com>, "jeffrey.lehman@masco.com" <jeffrey.lehman@masco.com>, "pauls@ipair.com" <pauls@ipair.com>, "lindaacs@ipair.com" <lindaacs@ipair.com>, "jeffheit2@yahoo.com" <jeffheit2@yahoo.com>, "lvpipeline@embarquemail.com" <lvpipeline@embarquemail.com>, "mmorrow3@themasontygroup.com" <mmorrow3@themasontygroup.com>, "rick@nvgypsum.com" <rick@nvgypsum.com>, "brianf@nevadaprefabengineers.com" <brianf@nevadaprefabengineers.com>, "pdm-ren@embarqmail.com" <pdm-ren@embarqmail.com>, "patricia.lang@otis.com" <patricia.lang@otis.com>, "TOM@sierrareinforcing.com" <TOM@sierrareinforcing.com>, "scott.butler@thyssenkrupp.com" <scott.butler@thyssenkrupp.com>, "tricitydrywallinc@gmail.com" <tricitydrywallinc@gmail.com>, "psycheliavterry@whirlpool.com" <psycheliavterry@whirlpool.com>, "royzitting@hotmail.com" <royzitting@hotmail.com>, "lremmert@readymixinc.com" <lremmert@readymixinc.com>

Cc: Alex Edelstein <AlexEd@gemstonedev.com>, Peter Smith <PeterS@gemstonedev.com>, Jennifer Griffith <JenniferG@gemstonedev.com>, Jill Gisondo <JillG@gemstonedev.com>, Steve Alexander <SteveA@gemstonedev.com>

To the ManhattanWest Subcontractors:

Earlier today, Gemstone Development West, Inc. ("Gemstone") the Developer, served upon APCO a 48 hour termination notice for breach. This termination covers all of APCO's involvement with ManhattanWest.

In the event that APCO does not cure all breaches to Gemstone's satisfaction during the cure period, Gemstone will proceed with a new general contractor. This GC has been selected and they are ready to go. We do not expect any delays or demobilizations in this event.

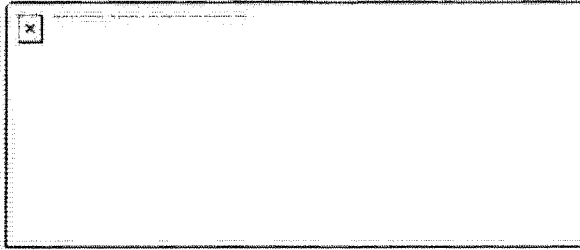
I and the rest of the Gemstone executive team, including Craig Colligan, VP of Construction, and Peter Smith, Chief Operating Officer are available to discuss any concerns you may have. Although Craig should be more than able to address any issue that may arise from this transition, I encourage you to email me at alex@gemstonedev.com if you'd like to "check in with the top"

If APCO does not cure all breaches, we will be providing **extensive additional information** on the transition to a new GC in 48 hours time.

Respectfully,

Alexander Edelstein

Chief Executive Officer



No virus found in this outgoing message.

Checked by AVG.

Version: 7.5.524 / Virus Database: 270.6.3/1613 - Release Date: 8/15/2008 5:58 AM

www.fennemorecraig.com

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CLERK OF THE COURT

JA002185

MaryJo Allen

From: Randy Nickerl
Sent: Monday, August 18, 2008 1:37 PM
To: JEFFERIES, RANDY
Subject: FW: Meeting with subs

REDACTED

-----Original Message-----

From: Peter Smith [mailto:PeterS@gemstonedev.com]
Sent: Monday, August 18, 2008 1:11 PM
To: Craig Colligan; Alex Edelstein; Brian Benson; Jim Barker; Randy Nickerl
Cc: Ryan Deyette; Sean Thueson
Subject: RE: Meeting with subs

Until I give written notice to the contrary, (a) Gemstone will not independently conduct any meetings with any subcontractors in connection with ongoing Phase I work and (b) any required meetings for ongoing Phase I work will be requested through APCO. If there are any existing questions, please contact me directly.

-----Original Message-----

From: Craig Colligan
Sent: Monday, August 18, 2008 12:10 PM
To: Alex Edelstein; Peter Smith
Subject: Fw: Meeting with subs

See below; any comments?

----- Original Message -----

From: Randy Nickerl <rnickerl@apcoconstruction.com>
To: Craig Colligan
Cc: Brian Benson <bbenson@apcoconstruction.com>; Jim Barker <jbarker@lasvegaspaving.com>
Sent: Mon Aug 18 12:05:07 2008
Subject: Meeting with subs

Craig,

The APCO Construction GMP and Grading Contracts are still in effect and as such Gemstone shall not meet with our subcontractors. Please read the contract and other correspondences closely. If APCO didn't (and APCO did) cure the breach, Gemstone must issue a seven day notice of termination. You are disrupting my ability to perform the work.



APCO-TR-EX0216-0001

PLTF'S PROPOSED EXHIBIT
NO. 216

Case No. A571228

JA002186

The Alex letter sent by you Friday was misleading and has caused confusion to my subcontractors. Do not communicate with them again. If Gemstone wants to talk to the subs regarding phase I, please request in writing for APCO set up a meeting. Please take the high road by making the request of a meeting with myself or Brian present.

Thank you,

Randy Nickerl

APCO Construction

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CLERK OF THE COURT

JA002188

Bob Johnson

From: Randy Nickerl [mickerl@apcoconstruction.com]
Sent: Friday, July 11, 2008 1:07 PM
To: Bob Johnson
Subject: MW subcontract admendment

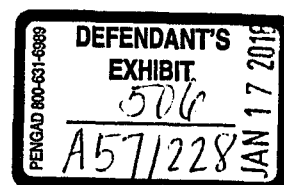
Attachments: 20080711124222016.pdf



2008071112422201
6.pdf (956 KB)...

Bob, I have gone through and done all I can, I think I left in tact for you.
Go ahead review/sign and get it back and we'll put this to rest.
Thanks

Randy Nickerl
APCO Construction



HELIX00579

**HELIX ELECTRIC EXHIBIT
TO THE STANDARD SUBCONTRACT AGREEMENT
BETWEEN ASPHALT PRODUCTS CORPORATION (APCO)
AND HELIX ELECTRIC OF NEVADA, LLC.
FOR THE MANHATTAN WEST CONDOMINIUMS, LAS VEGAS, NV
(APCO JOB #168/HE JOB #16713)**

Page 1

1. Section 1, Paragraph 1.3: Revise as follows: add the phrase "... except to the extent a particular obligation of the Subcontractor is set forth in this Subcontract" to the end of the first sentence; add the phrase "... with respect to the Work of this Subcontract" to the end of the second sentence; and delete the third sentence.
2. Section 3, Paragraph 3.2: Revise to read as follows: "In Consideration of the promises, covenants and agreements of Subcontractor herein contained, and the full, faithful and prompt performance of the work in accordance with the Contract Documents, Contractor agrees to pay, and Subcontractor agrees to receive and accept as full compensation for doing all Work and furnishing all materials and equipment contemplated and embraced in this Subcontract, ~~for all loss or damage arising from the execution of Subcontractors Work, for all risks or every description connected with the execution of Subcontractors Work, and for well and faithfully completing the Work and the whole thereof in the manner and according to the requirements and instructions of Contractor and Owner or Owner's agents in charge of the work, if any, payment in the amount of the Subcontract Price.~~"

C
3. Section 3, Paragraph 3.4: ~~Delete the 2nd and 3rd sentences in their entirety.~~

C
4. Section 3, Paragraph 3.5: Delete the last sentence ("Subcontractor herein agrees to assume the same risk that the Owner may become insolvent that Contractor has assumed by entering in to the Prime Contract with the Owner.")
5. Section 3, Paragraph 3.7: Revise as follows: Third line delete "...regardless of the source of said obligation." And replace with "...under the provisions of this Subcontract."
6. Section 3, Paragraph 3.7: Add the following: "Contractor agrees that before it may apply funds due Subcontractor to any alleged indebtedness of Subcontractor, Contractor shall first give Subcontractor written notice not later than ten days after the alleged indebtedness of Subcontractor was incurred."
7. Section 3, Paragraph 3.8: Add the following: "If retention is reduced on the project, same will be passed on to the Subcontractor."
8. Section 4: Add the following: "In the event the schedule as set forth above is changed by Contractor for whatever reason so that Subcontractor either is precluded from performing the work in accordance with said schedule and thereby suffers delay, or, is not allowed the number of calendar days to perform the work under such modified schedule and must

HELIX00580

**HELIX ELECTRIC EXHIBIT
TO THE STANDARD SUBCONTRACT AGREEMENT
BETWEEN ASPHALT PRODUCTS CORPORATION (APCO)
AND HELIX ELECTRIC OF NEVADA, LLC.
FOR THE MANHATTAN WEST CONDOMINIUMS, LAS VEGAS, NV
(APCO JOB #168/HE JOB #16713)**

Page 2

accelerate its performance, then Subcontractor shall be entitled to receive from Contractor payment representing the costs and damages sustained by Subcontractor for such delay or acceleration, providing said costs and damages are first paid to Contractor."

9. Section 4, Paragraph 4.1: Add the following new paragraph: "Contractor shall make available to Subcontractor in a prompt fashion, all information in its possession that affects Subcontractor's ability to meet its obligations under this Subcontract. Information that affects this Subcontract shall include, but not be limited to, information relating to such matters as delays, modifications to the Contractor's agreement with the Owner or other subcontracts that affect the work of the Subcontractor, impending strikes or work stoppages by any trade and deterioration of the Owner's ability to pay for the Work on the Project."
10. Section 4, Paragraph 4.3 Delete in its entirety and replace with following: "4.3 Subcontractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under this Subcontract, and shall regularly haul such waste materials and rubbish to trash receptacles provided by Contractor in convenient locations on the Project's premises. Subcontractor shall not be held responsible for unclean conditions caused by other contractors or subcontractors and shall not be subject to any charge by Contractor for trash removal or cleanup determined on a pro rata or similar basis."
11. Section 4, Paragraph 4.4: Delete the last sentence.
12. Section 4, Paragraph 4.5: Revise as follows: add the words "negligent or wrongful acts of the . . ." after the words "delays caused by" in the third line of Paragraph 4.5; then add the following to the end of Paragraph 4.5: "Further, in the event Contractor seeks to assess liquidated or other delay damages against Subcontractor, such an award of liquidated damages shall be assessed against Subcontractor only to the extent caused by Subcontractor, Subcontractor's employees and agents, sub-subcontractors or their agents or employees or other persons performing portions of the work under contract with Subcontractor, or any person or entity for whose acts the Subcontractor may be liable, and in no case for delays or causes arising outside the scope of this Subcontract. Contractor shall not assess liquidated damages against Subcontractor unless and until the Contractor gives written notification of intent and basis of determination of amounts and degree of responsibility Subcontractor and all other subcontractors. Such written notification must be given within a reasonable period of time after the occurrence for which the Contractor seeks to assess liquidated damages, not to exceed ten (10) days after the Contractor became knowledgeable of the alleged event causing the damage."
13. Section 5, Paragraph 5.2: Revise as follows: First line delete "24 hours" and replace with "5 days". add the words "Contractor's written" after the word "of" at the beginning of the

HELIX00581

**HELIX ELECTRIC EXHIBIT
TO THE STANDARD SUBCONTRACT AGREEMENT
BETWEEN ASPHALT PRODUCTS CORPORATION (APCO)
AND HELIX ELECTRIC OF NEVADA, LLC.
FOR THE MANHATTAN WEST CONDOMINIUMS, LAS VEGAS, NV
(APCO JOB #168/HE JOB #16713)**

Page 3

- ~~second line in Paragraph 5.2; and delete the text of Paragraph 5.2, starting with the words "and also, less professional," in the sixth line, through the end of the paragraph;~~ ②
14. Section 5, Paragraph 5.4: Delete the text of Paragraph 5.4 starting with the words "Subcontractor shall bear part," in the fourth line, through the end of the paragraph; ②
- ~~15. Section 5, Add the following new paragraph: "Notwithstanding any other provision of this Subcontract, the parties agree that at no time shall the value of additional labor and materials put in place by Subcontractor at the written direction of Contractor exceed \$15,000.00 without a fully executed, agreed upon change order modifying the Subcontract Price."~~ ②
16. Section 8, Paragraph 8.4: Delete the second paragraph in its entirety.
- ~~17. Section 8, Add the following new paragraph: "Subcontractor may terminate this Subcontract or its obligations under the Contract Documents, for the same reasons and under the same circumstances and procedures with respect to the Contractor as Contractor may terminate its agreement with respect to the Owner, or for nonpayment of amounts due under this Subcontract for 60 days or longer. In the event of such termination by the Subcontractor for any reason which is not the fault of the Subcontractor, its subcontractors or their agents or employees or other persons performing portions of the Work under contract with Subcontractor, Subcontractor shall be entitled to recover from Contractor payment for work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages, providing Contractor first received payment from Owner."~~ ②
18. Section 11, Subparagraph 11.1 (3) and (4). Delete in their entirety and replace with the following: "General Liability Insurance shall be provided by others via a Wrap Insurance Policy for all subcontractors on the project."
19. Section 11, Subparagraph 11.2(a): Revise as follows: delete the phrase "whether or not it is caused in part by an Indemnitee; provided, however, that the . . ." from the 11th line of subparagraph 11.2(a), and replace it with the following phrase: "but only to the extent such claims, etc. arise from the negligence or wrongful acts of Subcontractor, and . . ." delete the word "sole" after the words "due the . . ." in the last line of subparagraph 11.2(a), and add the words "or any third party" at the end of the last sentence in this subparagraph.
20. Section 11, Add the following new paragraph: "Notwithstanding the foregoing, the indemnification obligations of the Subcontractor under this Subcontract shall not extend to the liability of the Architect, the Architect's consultants, and agents and employees of any of

HELIX00582

**HELIX ELECTRIC EXHIBIT
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FOR THE MANHATTAN WEST CONDOMINIUMS, LAS VEGAS, NV
(APCO JOB #168/HE JOB #16713)**

Page 4

them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, authorization for extra work, designs or specifications, or (2) the giving of or failure to give directions or instructions by the Architect, the Architect's consultants, and agents and employees of any of them, provided such giving or failure to give is a proximate cause of the injury or damage."

21. Section 12, ~~Change to "One-Year"~~

22. Section 15, Paragraph 15.1: Add the following paragraphs to the end of Paragraph 15.1
~~"Notwithstanding anything contained in this Subcontract to the contrary, Subcontractor's risk and expense hereunder shall be limited to the amount of any claim not paid by the "Wrap-Up Insurance Program" provided by others."~~

"Notwithstanding anything contained in this Subcontract to the contrary, once Subcontractor has received payment for its Work in place, title to same shall pass to Owner and Subcontractor shall no longer be responsible for any damage or loss thereto so long as said damage is not caused by Subcontractor or anyone for whom Subcontractor is contractually responsible, and the Owner shall rely on the project's "all-risk" insurance policy to pay for any loss or damage to Subcontractor's work."

23. Section 17, Paragraph 17.3: Delete the phrase "arbitration and other" from the first line and add the following paragraph: "This Subcontract and any dispute resolution proceeding brought to enforce or interpret its provisions, shall be governed by the laws of the place where the Project is located."
24. Section 18, Paragraph 18.1: Revise as follows: Change the word "Contractor's" in the first line, to the words "either party's" in both places where it appears.
25. Section 18, Paragraph 18.7: Revise as following: add the words "and Subcontractor's, . . ." after the word "Contractor's . . ." at the beginning of the paragraph, and add the words "and Subcontractor . . ." after the word "Contractor" at the end of the first line.
26. Exhibit A: Subcontractor Scope of Work, Revise the third line as follows: "...Addenda/Delta Number(s) N/A through N/A Subcontractor acknowledges that he has performed his own take-off, site visit and..." (No addenda were received)
27. Exhibit A: Site and Building Electric and Low Voltage Complete, 5th Line, Revise the following: "...Redwine Engineering, Jordan & Skala Engineers, WRG Engineering, dated May 25, 2007..."

HELIX00583

**HELIX ELECTRIC EXHIBIT
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BETWEEN ASPHALT PRODUCTS CORPORATION (APCO)
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FOR THE MANHATTAN WEST CONDOMINIUMS, LAS VEGAS, NV
(APCO JOB #168/HE JOB #16713)**

Page 5

28. Exhibit A: Site and Building Electric and Low Voltage Complete, 5th and 6th Line, Delete the follow: "(See attached Project Drawing List)"
29. Exhibit A: Site and Building Electric and Low Voltage Complete, Add the following new section:
Qualifications:
- Proposal is based on utility metering for 4 story buildings, with building 7 using a tenant sub metering system. Meters shall be located in garage, with access provided similar to the Manhattan East project. All utility company conduits are provided stubbed to 6' outside of the building lines. Additional work is pending utility company drawing review. 4-story buildings to be type V construction with R-2 and S-2 occupancies. 9-story tower to be type II-B construction with R-2, S-2, and A-3 occupancies.
 - P • Fire alarm to minimum code, with separate systems for each building. *per plans*
 - P • This proposal is based on wiring methods typical for this type of construction including the use of Romex cable, MC cable, SER cable, aluminum feeders, die cast set screw fittings, PVC underslab conduits, PVC embedded conduits, PVC through-slab transitions, etc. *as code allows*
 - P • Light fixture counts are per 5-25-07 drawings. All light fixtures are as selected by Helix. *Per Plans*
 - P • HVAC connections are based on individual split systems for each living unit with roof or balcony mounted condensing units and fancoils in the closet ceilings *per plans*
 - P • Emergency lighting is via battery packs or bugeyes for buildings 2, 3, 8, and 9 with building 7 on emergency power system. *Per Plans*
 - All units include 40 amp electric oven, 120 volt dryer connection, and 120V power receptacle for gas water heater.
 - No owner allowances are included at this time.
 - The design is based on the notion that Helix and/or its subcontractor will have an opportunity to review and revise the report draft prior to it being issued to the AHJ.
 - Decorative and specialty lighting for condominium units are not defined and not shown in the bid documents, and nothing is included for these. We have made no allowances for soffit lighting, neon, etc in all building areas.
 - P • This proposal is based on type V construction with an R occupancy. Branch wiring is via Romex cable as allowed by code. *Our budget is based on the framer providing for us a direct wire path through any steel or iron wall studs" per plans.*
 - P • This proposal is based on the use of Romex cable as allowed by code. We assume the corridor ceiling assembly will allow for the use of Romex for branch wiring in the corridor" *per plans.*
 - A 2-hour rated enclosure must be provided for all emergency power feeders. All emergency power equipment including generators, panels, switchboards, transformers, etc must be enclosed in 2-hour rated rooms or enclosures.

HELIX00584

**HELIX ELECTRIC EXHIBIT
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FOR THE MANHATTAN WEST CONDOMINIUMS, LAS VEGAS, NV
(APCO JOB #168/HE JOB #16713)
Page 6**

- This proposal is based on all rooms as "non-ADA" rooms. No special or additional conduits, boxes, devices, etc are included to allow for provision to convert the condos to ADA compliance. It is assumed that it will be the responsibility of the individual owners to make their condos "compliant" via remodel after construction completion. Per the plans there are six ADA rooms identified, three in Building 7 and three for Buildings 8 & 9.
- This proposal is based on an OCIP or CCIP "wrap" scenario where general liability insurance is provided by others for all subcontractors on site. Helix Electric's exposure under the Wrap up Insurance Program deductible/SIR is limited to \$25,000 for a medium hazard trade contractor.
- Chases of sufficient size must be provided for conduit and cable feeds up the tower (building type 3). This proposal assumes electrical and telecom rooms stack from the ground floor to the roof.
- This proposal is based on drop ceilings provided in the tenant rooms across the kitchens, baths, laundry rooms, and hallways on the corridor side of each unit. Corridors and common areas to have drop ceilings also per plans.
- No allowances are included for connection to such specialty items as steam generators, wine coolers, specialty appliances such as subzero refrigerators.
- Proposal includes fire pump connection in 9-story building only.
- Pool connections are limited to power to pool panels only. All equipment to be provided and installed by pool subcontractor.
- Building type breakdowns are for budgeting purposes only, and are contingent upon award of all buildings in (1) contract, with all work performed by phase, with phase two starting eighteen months after the phase one start date of July 7, 2007.
- Budget is based upon Helix Electric having input in the selection and placement of electrical equipment and systems in order to maintain the project budget. This proposal is based on a design build scenario. Design fees are part of a separate proposal. *with Gen Stone*
- Any price breakouts are provided for accounting purposes only. This proposal is based on all parts performed under one continuous schedule.
- Wages are based on non-prevailing rates.
- ~~This proposal is based on a 20-month schedule.~~
- This proposal is based on work performed during normal business hours. *incl. split shifts if required*

30. Exhibit A: Site and Building Electric and Low Voltage Complete, Add the following new section:
Exclusions:

- Utility Company fees.
- Formed concrete (pipe barriers or bollards, pole bases, housekeeping pads, etc.).
- Sacking of pole bases.

**HELIX ELECTRIC EXHIBIT
TO THE STANDARD SUBCONTRACT AGREEMENT
BETWEEN ASPHALT PRODUCTS CORPORATION (APCO)
AND HELIX ELECTRIC OF NEVADA, LLC.
FOR THE MANHATTAN WEST CONDOMINIUMS, LAS VEGAS, NV
(APCO JOB #168/HE JOB #16713)**

Page 7

- Temporary power and lighting. *apco provides power at bldgs only*
- Cutting, patching, and painting of any kind.
- Offsite hauling of trenching spoils.
- Import of water for backfill operation.
- Fixture enclosures of any kind.
- Control wiring for HVAC, etc.
- Offsite Improvements not mentioned in this proposal.
- Landscape Lighting per 6/25 plans.
- Dumpsters for trash.
- Access panels.
- Bond costs.
- Surveying and staking.
- Emergency power for 4-story buildings.
- Duct detectors: furnish, install, and control wiring. *110V power included if required.*
- Traffic control, trench plates, traffic and pedestrian barriers.
- Fire rated enclosures for emergency power feeders and equipment.
- Connection to jacuzzi tubs. No allowance is made for these appliances in our service and feeder load calculations (assumed to be recalculated once condo owners make option selections)
- Lightning Protection system. *per plans*
- Fire stopping, putty pads, fire sealing. *Helix Electric did not bid fire stopping for either phase, a credit of \$15,000.00 has been offered in good faith for fire stopping on Phase 1, no dollars are offered for Phase 2.*
- Work associated with guardhouses (none shown)
- Electrical engineering and design fees.
- Linear LED lighting and cove lighting in building seven- not enough information to get pricing. *as shown on 5/25/07 dwp's.*
- All additional lighting and devices from design meetings on June 1, 2007 are excluded at this time.
- Door locking hardware for card access system (furnished and installed by others).

31. Special Conditions (a): Revise to read: "The Subcontractor shall be responsible for clean up of employees break & lunch trash on the job site."
32. Special Conditions, Item (g): *Delete in its entirety. billing due the 20th of month prior to end of month*
- 33.
- 34.
- 35.

HELIX00586

HELIX ELECTRIC EXHIBIT
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FOR THE MANHATTAN WEST CONDOMINIUMS, LAS VEGAS, NV
(APCO JOB #168/HE JOB #16713)
Page 8

35.

Victor Fuchs
President

By: _____
Title: Treasurer / Division Mgr
Date: 7-10-08

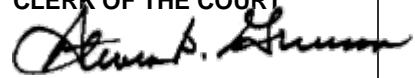
HELIX00587

CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE AND CORRECT COPY
OF THE ORIGINAL ON FILE



CLERK OF THE COURT

JA002198



1 **SAO**
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20 *Attorneys for Apco Construction, Inc.*

21 **DISTRICT COURT**

22 **CLARK COUNTY, NEVADA**

23 APCO CONSTRUCTION, a Nevada
24 corporation,

25 Plaintiff,

26 v.

27 GEMSTONE DEVELOPMENT WEST, INC., A
28 Nevada corporation,

Defendant.

Case No.: A571228

Dept. No.: XIII

Consolidated with:

A574391; A574792; A577623; A583289;
A587168; A580889; A584730; A589195;
A595552; A597089; A592826; A589677;
A596924; A584960; A608717; A608718; and
A590319

STIPULATION AND ORDER REGARDING
TRIAL EXHIBITS ADMITTED INTO
EVIDENCE

29 AND ALL RELATED MATTERS

30 Apco Construction, Inc. ("Apco"); Helix Electric of Nevada, LLC ("Helix"), and National
31 Wood Products, LLC, ("National Wood") by and through their attorneys of record, hereby submit

1 the following Stipulation regarding Trial Exhibits.

2 All of APCO's trial exhibits listed in **Exhibit 1** are stipulated into evidence, except where
3 objections have been noted in **Exhibit 1**. All of Helix's trial exhibits listed in **Exhibit 2** are
4 stipulated in to evidence. All of National Wood's trial exhibits listed in **Exhibit 3** are stipulated
5 into evidence.

6
7 DATED this 18th day of January, 2018.

8 **SPENCER FANE, LLP**

9 By: 

10 John H. Mowbray, Esq. (Bar No. 1140)
11 John Randall Jefferies, Esq. (Bar No.
12 3512)
13 Mary E. Bacon, Esq. (Bar No. 12686)
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17 Facsimile: (702) 408-3401
18 *Attorneys for Apco Construction, Inc.*

DATED this 18th day of January, 2018.

PEEL BRIMLEY

By: 

Eric Zimbleman, Esq. (Bar No. 9407)
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Henderson, Nevada 89074
Telephone: (702) 990-7272
Facsimile: (702) 990-7273
*Attorneys for Helix Electric of Nevada,
LLC and Helix Electric, Inc.*

16 DATED this ____ day of January, 2018.

17 **LAW OFFICES OF RICHARD L.
18 TOBLER, LTD.**

19 By: 

20 S. Judy Hirahara, Esq.
21 CADDEN & FULLER LLP
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25 Facsimile No.: (949) 450-0650
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ORDER

27 IT IS SO ORDERED this 18th day of January, 2018.

28 
DISTRICT COURT JUDGE

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Submitted by:

SPENCER FANE, LLP


By: 
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Exhibit 1

EXHIBIT LIST

CASE NO. A571228

TRIAL DATE: JANUARY 17, 2018

[CONSOLIDATED WITH A574391; A574792; A577623;
A583289; A587168; A58088L; A584730; A589195;
A595552; A597089; A592826; A589677; A596924;
A584960; A608717; A608718; AND A590319]

DEPT. NO.: XIII

JUDGE: MARK R. DENTON
COURT CLERK: MARWANDA KNIGHT
REPORTER: JENNIFER GEROLD

Plaintiff: APCO Construction

vs.

Defendant: Gemstone Development West, Inc., et al.

Counsel: Cody S. Mounteer;
J. Randall Jeffries

Counsel: Unrepresented.

Related Cases:

Plaintiff-in-Intervention: National Wood Products, Inc.
vs.

Defendant-in-Intervention: APCO Construction

Defendant-in-Intervention: Camco Pacific Construction
Company, Inc.

Counsel: Richard L. Tobler; John B. Taylor;
S. Judy Hirahara

Counsel: Cody Mounteer; J. Randall Jeffries

Counsel: Steven L. Morris

Counter Claimant: Camco Pacific Construction
Company, Inc.

vs.

Counter Defendant: National Wood Products, Inc.

TRIAL BEFORE COURT

PLAINTIFF APCO CONSTRUCTION'S EXHIBITS¹

Exhibit No.	Date	Exhibit Description	Bates No.	Date Offered	Objection	Date Admitted
		APCO GENERAL				
1	04/17/07	Grading Agreement between Gemstone and Apco	APCO033494- APCO033515			

¹ APCO reserves the right to use any exhibits it lists against any party, regardless of the party headings in the document.

Exhibit No.	Date	Exhibit Description	Bates No.	Date Offered	Objection	Date Admitted
2	09/06/07	Apco/Gemstone General Construction	ZBCI002099-002141			
3	10/15/07	Nevada/Gemstone Cost Plus/GMP Contract Disbursement Agreement	APCO033539-APCO033553			
4	06/30/08	Apco Pay Application No. 9 Submitted to Gemstone	APCO034867-APCO034954			
5	07/18/08	Letter from J. Barker to A. Edelstein re: Apco's Notice of Intent to Stop Work	ZBCI001151-ZBCI001154			
6	07/28/08	Letter from J. Barker to A. Edelstein re: Apco's Notice of Intent to Terminate Contract	SIERRA000128-SIERRA000129			
7	07/30/08	Letter from Scott Financial to Apco re: loan status	CAMCO-MW00042			
8	07/31/08	Apco Pay Application No. 10 as submitted to Owner	APCO035144-APCO035179			
9	07/31/08	Apco Pay Application No. 10 – NCS/Owner Approved with NCS Report for bank	04215-04313			
10	08/11/08	Letter from J. Barker to A. Edelstein re: Notice of Intent to Stop Work	NVPE000241-NVPE000246			
11	08/11/08	Email from a. Bergman to J. Olivares, et al. re: Pay Application No. 9 – NCS-Owner Approved with NCS Report for Bank	04333-04423			
12	08/12/08	Email from C. Colligan to subcontractors re: Gemstone's financing	NVPE000247-NVPE000248			
13	08/15/08	Letter from A. Edelstein to R. Nickerl re: Termination for Cause	12418-12431			
14	08/15/08	Letter from W. Gochnour to Sean Thueson re: response to Termination for Cause	APCO106381-APCO106388			
15	08/19/08	Letter from R. Nickerl to A. Edelstein re: 48 hour notice	APCO106389-APCO106391			
16	08/19/08	Email from J. Horning to A. Berman and J. Olivares re: joint cheks	12342			
17	08/20/08	Video – Roof Top/Common Corridor/Unit 455 (3:40-7:08 clip) -Drywall not complete (not even put on walls – shows bare framing and insulation) -Still needs clean up from framing sub	APCO0104410			

Exhibit No.	Date	Exhibit Description	Bates No.	Date Offered	Objection	Date Admitted
18	08/20/08	Video – Unit 462 (2:36 minutes) -Drywall not complete (taping of drywall not complete) -Lighting trim & fixtures not installed	APCO104416			
19	08/20/08	Video – 2 nd Floor/Common Corridor (2:56 minutes) -Drywall not complete (not even put on walls – shows bare framing and insulation exposed)	APCO104468			
20	08/20/08	Video – Unit 165 (2:44 minutes) -Drywall not complete -Lighting trim & fixtures not installed -No cabinets installed (APCO was billed and paid for installation of this unit)	APCO104471			
21	08/20/08	Video – Unit 161 (2:12 minutes) -Drywall not complete -Lighting trim & fixtures not installed -No cabinets installed (APCO billed and paid for installation of this unit)	APCO104478			
22	08/20/08	Video – Common Corridor (3:00) -Drywall not complete (not even put on walls-shows bare framing and insulation exposed)	APCO104490			
23	08/21/08	Apco Subcontractor Notice of Stopping Work and Letter from J. Barker to A. Edelstein re: Notice of Stopping Work & Notice of Intent to Terminate Contract	APCO106287-102288			
24	08/22/08	Letter from R. Nickerl to Clark County re: notification of APCO's withdrawal as General Contractor of Record	03932-03938			
25	08/25/08	Amended and Restated General Construction Agreement between Gemstone and Camco	CAMCO-MW01320-CAMCO-MW01361			
26	08/28/08	Email from J. Gisondo to subcontractors re: June checks	NVPE000254			
27	08/28/08	Letter from A. Edelstein to R. Nickerl re: June progress payment	12357-12412			

Exhibit No.	Date	Exhibit Description	Bates No.	Date Offered	Objection	Date Admitted
28	09/05/08	Letter from J. Barker to A. Edelstein re: Termination of Agreement for GMP	NVPE000255			
29	09/05/08	Email from J. Robbins to Subcontractors re: billing cut-off for August billing	NVPE000256			
30	10/20/08	Camco Pay Application No. 11 NCS-Owner Approved with NCS Draw Request	00372-00396			
31	10/30/08	Transmission of Apco's Pay Application No. 11 as Submitted to Owner	APCO035436-APCO035473			
32	11/20/08	Photo re: Building 8 & 9, Interior – Showing drywall still not completed and no electrical trim or fixture installed	APCO0102299			
33	11/20/08	Photo re: Building 8 & 9, Interior – Showing drywall still not completed	APCO0102300			
34	11/20/08	Photo re: Building 8 & 9, Interior – Showing drywall still not completed	APCO0102321			
35	11/20/08	Photo re: Building 8 & 9, Interior – Showing drywall still not completed and no electrical trim or fixtures installed	APCO0102328			
36	11/20/08	Photo re: Building 8 & 9, Interior – Showing drywall still not completed and no electrical trim or fixtures installed	APCO0102341			
37	11/20/08	Photo re: Building 8 & 9, Interior – Showing drywall still not completed and no electrical trim or fixtures installed	APCO0102345			
38	11/20/08	Photo re: Building 8 & 9, Interior – Showing drywall still not completed and no electrical trim or fixtures installed	APCO0102346			
39	12/15/08	Email from K. Costen to Subcontractors informing that Manhattan West Project no longer open	ZBCI001117			
40	12/22/08	Letter from D. Parry to Subcontractors re: funding withdrawn	APCO106398			
		*HELIX				
41		Demonstrative: Billing and Payments Status Summary	NONE			
42		Demonstrative: Materials Stored Billing Status Summary Sheet	NONE			

Exhibit No.	Date	Exhibit Description	Bates No.	Date Offered	Objection	Date Admitted
43		Demonstrative: Payments and Releases through August 2008 (Pay Applications No. 1-12)	VARIOUS			
44		Demonstrative: Helix Billing/Payment Chart for APCO for Manhattan West Phase 1 with Helix Correction	HELIX00400			
45	04/17/07	Subcontract Agreement between Apco and Helix	APCO039520-APCO039547			
46	05/31/08	Helix Pay Application No. 16713-008R1 with Proof of Payment	APCO039611-APCO039624			
47	06/30/08	Helix Pay Application No. 16713-009R1 with Proof of Payment	VARIOUS			
48	07/29/08	Email from R. Nickerl to B. Johnson re: Work Suspension Directive	HELIX00588			
49	07/31/08	Helix Pay Application No. 16713-010R2 with Proof of Payment	HELIX00339-HELIX00343			
50	07/31/08	Unconditional Waiver and Release re: Pay Application No. 8 w/copy of payment	HELIX00232-00233			
51	08/20/08	Photo re: Building 8 & 9, South – No exterior fixtures installed. Helix billed out at 90%.	APCO0102495			
52	08/20/08	Photo re: Building 8 & 9, North – No exterior fixtures installed. Helix billed out at 90%.	APCO0102498			
53	08/20/08	Photo re: Building 2 & 3, West – No exterior fixtures installed. Helix billed out at 90%.	APCO0102502			
54	08/20/08	Photo re: Building 2 & 3, East – No exterior fixtures installed. Helix billed out at 90%.	APCO0102504			
55	08/20/08	Photo re: Building 2 & 3, East – No exterior fixtures installed. Helix billed out at 90%.	APCO0102506			
56	08/20/08	Photo re: Building 8 & 9, North – No exterior fixtures installed. Helix billed out at 90%.	APCO0102507			
57	08/20/08	Photo re: Building 2 & 3, and 8 & 9, North – No exterior fixtures installed. Helix billed out at 90%	APCO0102508			
58	08/31/08	Helix Pay Application No. 16713-011R1 submitted to Owner	APCO035513-APCO035521			
59	08/31/08	Helix Pay Application No. 16713-011R1 given to Camco with Proof of Payment	VARIOUS			
60	08/31/08	Helix Retention Rolled to Camco	VARIOUS			
61	09/03/08	Unconditional Waiver and Release	HELIX00282-			

Exhibit No.	Date	Exhibit Description	Bates No.	Date Offered	Objection	Date Admitted
		re: all invoices through 06/30/08 w/proof of payment	HELIX00284			
62	09/05/08	Photo re: Building 8 & 9, South – No exterior fixtures installed. Helix billed out at 90%.	APCO0102516			
63	09/05/08	Photo re: Building 2 & 3, West – No exterior fixtures installed. Helix billed out at 90%.	APCO0102517			
64	09/05/08	Photo re: Building 2 & 3, West – No exterior fixtures installed. Helix billed out at 90%. Drywall not complete.	APCO102531			
65	09/05/08	Photo re: Building 2 & 3, South – No exterior fixtures installed. Helix billed out at 90%. Drywall not complete.	APCO0102532			
66	09/29/08	Letter of transmittal from Helix to Apco re: Helix Pay Application No. 16713-011R1	VARIOUS			
67	10/01/08	Photo re: Building 8 & 9, West – No exterior fixtures installed. Helix billed out at 90%.	APCO0102578			
68	10/01/08	Photo re: Building 8 & 9, West – No exterior fixtures installed. Helix billed out at 90%.	APCO0102579			
69	10/01/08	Photo re: Building 2 & 3, East – No exterior fixtures installed. Helix billed out at 90%.	APCO0102594			
70	10/01/08	Photo re: Building 8 & 9, South – No exterior fixtures installed. Helix billed out at 90%.	APCO0102625			
71	10/10/08	Photo re: Building 8 & 9, West – No exterior fixtures installed. Helix billed out at 90%.	APCO102627			
72	10/10/08	Photo re: Building 2 & 3, East – No exterior fixtures installed. Helix billed out at 90%.	APCO0102642			
73	10/17/08	Photo re: Building 8 & 9, West – No exterior fixtures installed. Helix billed out at 90%.	APCO0102655			
74	10/17/08	Photo re: Building 2 & 3, East – No exterior fixtures installed. Helix billed out at 90%.	APCO0102671			
75	10/27/08	Unconditional Release re: Pay Application No. 16713-011R1 w/proof of payment	HELIX00372- HELIX00377			
76	01/29/09	Amended Notice of Lien	APCO0103562- APCO0103576			
77	04/14/09	Helix Statement of Facts Constituting Notice of Lien and	NONE			

Exhibit No.	Date	Exhibit Description	Bates No.	Date Offered	Objection	Date Admitted
		Third-Party Complaint				
78	03/24/14	Helix Contract with Martin Harris re: Building 2 & 3	MHC3457-MHC3473			
79	04/16/14	Helix Contract with Martin Harris re: Building 8 & 9	MHC3401-MHC3418			
80	04/29/15	Martin Harris Subcontractor Change Order No. 00042	MHC5321			
81	08/31/16	Helix Initial Disclosure Statement	NONE			
		*ZITTING BROTHERS				
82		Contract Terms re: Retention	APCO044592-044608; APCO044620-044621			
83		Change Orders initialed	ZBCI002059-ZBCI002077			
84	04/17/07	Subcontract Agreement between Apco and Zitting; and Exhibit "B" to subcontract	APCO044592-APCO044624			
85	11/30/07-04/04/08	Lumber Entries	NONE			
86	12/12/07-04/11/08	Roy Zitting Daily Reports	VARIOUS			
87	03/26/08	Apco Change Order No. 00037	APCO035926			
88	04/18/08	Letter from J. Pelan to Zitting re: change order	APCO044771			
89	04/29/08	Apco Change Order No. 00001	APCO044588			
90	05/12/08	Email from R. Zitting to L. Lynn re: extras and work orders	APCO106337			
91	05/21/08	Email from J. Griffith to R. Nicklerl, et al. re: structural change order comments and dispositions	APCO106338-APCO106343			
92	05/30/08	Zitting Change Order with \$30 hourly rate	APCO106344-APCO106351			
93	05/30/08	Zitting Pay Application No. 503	VARIOUS			
94	05/31/08	Zitting Supplier Releases	APCO044637-APCO044642			
95	06/13/08	Check No. 13956 payable to Zitting (\$156,574.60) – Progress Payment No. 6	APCO044667-APCO044668			
96	06/24/08	Unconditional Lien Release re: Zitting	APCO044651			
97	06/25/08	Zitting Pay Application with Change Order billing rre: Change Order No. 1-4	APCO035128-APCO035136			
98	07/01/08-10/11/08	Zitting Job Costing	VARIOUS			

Exhibit No.	Date	Exhibit Description	Bates No.	Date Offered	Objection	Date Admitted
99	07/01/08-02/28/09	Zitting Job Costing After Billing 100%; and Zitting Change Orders	APCO106352-APCO106355			
100	07/28/08	Check No. 14392 payable to Zitting (\$27,973.80); – Progress Payment No. 7	APCO044643; and APCO044644			
101	07/30/08	Email from R. Nickerl to R. Zitting re: change orders	APCO106356-APCO106357			
102	08/07/08	Email from L. Lynn to J. Griffith, et al. re: Change Order No. 00011 “pending”	APCO106358-APCO106359			
103	08/08/08	Email from R. Zitting to R. Nickerl re: change orders adjusted to \$30 per hour	APCO106360			
104	08/08/08	Email from R. Zitting to R. Nickerl re: change orders adjusted to \$30 per hour with copies of change orders	APCO106361-APCO106380			
105	08/08/08	Ex. C to the Ratification – Zitting Quotes	ZBCI002098			
106	08/08/08	Unconditional Lien Release – Zitting (\$27,973.80)	APCO044636			
107	08/12/08	Email from C. Colligan to Subcontractors re: subcontractor concerns	NVPE000247- NVPE000248			
108	08/20/08	Photo of Video that contradicts claim for retention language	APCO0104410 (01)			
109	08/20/08	Photo of Video that contradicts claim for retention language	APCO0104410 (02)			
110	08/20/08	Photo of Video that contradicts claim for retention language	APCO0104412			
111	08/20/08	Photo of Video that contradicts claim for retention language	APCO0104441			
112	08/20/08	Photo of Video that contradicts claim for retention language	APCO0104490 (01)			
113	08/20/08	Photo of Video that contradicts claim for retention language	APCO0104490 (02)			
114	08/20/08	Photo of Video that contradicts claim for retention language	APCO0104490 (03)			
115	08/22/08	Progress Payment No. 9 Remitted to Zitting	APCO106189			
116	08/26/08	Ratification and Amendment of Subcontract Agreement between Buchele and Camco	09714-09717			
117	08/26/08	Exhibit C to the Ratification	ZBCI002098			
118	08/26/08	Q&A from Gemstone to subcontracts	APCO106392-APCO106394			
119	08/28/08	Check No. 528388 payable to Apco (\$33,847.55) – Progress Payment No. 8.1 and 8.2	APCO044625-APCO044627			

Exhibit No.	Date	Exhibit Description	Bates No.	Date Offered	Objection	Date Admitted
120	08/31/08	Tri-City Drywall Pay Application No. 7 to Apco as submitted to Owner. Show percentage complete for Zitting.	APCO035649- APCO035651			
121	09/15/08	Field Change Directive	ZBCI002082- ZBCI002086			
122	09/18/08	Conditional Lien Release – Zitting (\$33,847.55)	07930			
123	09/22/08	Email from N. Zitting to J. Olivares re: release from Wojan	07905			
124	10/09/08	Email from L. Lynn to R. Zitting, et al. re: Final Project Summary Statement	APCO106395- APCO106397			
125	11/20/08	Photo of Video that contradicts claim for retention language	APCO0102299			
126	11/20/08	Photo of Video that contradicts claim for retention language	ACPO0102300			
127	11/20/08	Photo of Video that contradicts claim for retention language	APCO0102301			
128	11/20/08	Photo of Video that contradicts claim for retention language	APCO0102321			
129	11/20/08	Photo of Video that contradicts claim for retention language	APCO0102329			
130	11/20/08	Photo of Video that contradicts claim for retention language	APCO0102341			
131	11/20/08	Photo of Video that contradicts claim for retention language	APCO0102345			
132	11/20/08	Photo of Video that contradicts claim for retention language	APCO0102346			
133	12/15/08	Zitting Change Request Log – Outstanding	ZBCI001178			
134	12/22/08	Letter from D. Parry to G. Hall re: project suspension	CAMCO- MW01979- CAMCO- MW01980			
135	12/23/08	Notice of Lien filed by Zitting against Apco	ZBCI001965- ZBCI001972			
136	01/30/09	Fax from Zitting to Apco re: remaining contract work with change orders	ZBCI002030- ZBCI002041			
137	03/09/09	Zitting Accounting Sheet - JC Entries by Job	ZBCI001734			
138	04/28/09	Memo from Scott Financial to Nevada State Contractor's Board re: explanation of project payment process	CAMCO- MW00029- CAMCO- MW00037			
139	04/30/09	Zitting's Complaint re: Foreclosure	NONE			
140	04/06/10	Zitting Aging Detail by Contract	ZBCI000120- ZBCI000121			

Exhibit No.	Date	Exhibit Description	Bates No.	Date Offered	Objection	Date Admitted
141	04/06/10	Statement of Account as of April 6, 2010	ZBCI000117-ZBCI000121			
142	04/07/10	Zitting Amended Notice of Lien	ZBCI001976-ZBCI001986			
143	09/01/16	Zitting's Initial Disclosure Statement	NONE			
144	02/08/17	Ziting's First Supplemental Disclosure	NONE			
145	06/30/17	Zitting's Second Supplemental Disclosure	NONE			
146	10/23/17	Apco's Second Amended Notice of Deposition re: PMK for Zitting	NONE			
		*NATIONAL WOOD/ CABINETEC				
147		Demonstrative: Payments & Releases	VARIOUS			
148		Invoices from CabineTec to Apco	NWP00001-NWP00002			
149	04/17/07	Subcontract Agreement between Apco and CabineTec	APCO036976-APCO036992			
150	08/05/08	CabineTec delivery ticket and invoices (signed by Apco)	NWP00133; NWP00235; NWP00214			
151	08/08/08	CabineTec Pay Application to Apco with proof of payment	VARIOUS			
152	08/11/08	Terms & Conditions modified by Apco, invoices and check payment	NWP00721-NWP00726			
153	08/31/08	Contract Agreement Progress Payment No. 2	APCO104865-104866			
154	09/22/08	Check No. 529407 (\$161,262) from NCS to Apco	APCO104867			
155	02/02/09	CabineTec Notice of Lien against Apco and Camco	APCO103366-APCO103368			
156	02/06/09	CabineTec' Statement of Facts Constituting Lien Claim and Complaint in Intervention	NONE			
157	09/30/16	National Wood's initial disclosure statement	NONE			
158	03/03/17	National Wood's first supplemental disclosure	NONE			
159	11/13/17	National Wood's second supplemental disclosure	NONE			
160		Documents provided for settlement	VARIOUS		NRS 48.105	
		*CAMCO				
161		Camco Buildings 8 & 9 Schedule Start Date 08/29/08	APCO104561-APCO104562			
162	08/25/08	Amended and Restated General Construction Agreement between	CAMCO-MW01320-			

Exhibit No.	Date	Exhibit Description	Bates No.	Date Offered	Objection	Date Admitted
		Gemstone and Camco	CAMCO-MW01361			
163	09/30/08	Camco Pay Application No. 12 to Gemstone	CAMCO-MW01249- CAMCO-MW01286			
164	12/16/08	Email from B. Scott to J. Olivares re: no further draws being approved	CAMCO-MW00036			
165	12/19/08	Letter from D. Parry to A. Edelstein re: Gemstone losing funding for project	CAMCO-MW02699			
166	12/22/08	Letter from D. Parry to G. Hall re: withdrawal of funding	CAMCO-MW01979- CAMCO-MW01980			
167	12/31/08	Camco Pay Application No. 15 to Gemston	CAMCO-MW01249- CAMCO-MW01288			
168	04/28/09	Memo from Scott Financial to Nevada State Contractor's Board re: payment process for project	CAMCO-MW02702- CAMCO-MW02704			
		**HELIX				
169		Helix Exhibit to Standard Subcontract Agreement with Camco	HELIX00882- HELIX00892			
170	08/26/08	Subcontract Agreement between Helix and Camco (unsigned)	HELIX00837- HELIX00892			
171	08/26/08	Work Order No. 100	HELIX00689- HELIX00692			
172	09/04/08	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	HELIX00893- HELIX00903			
173	09/30/08	Helix Pay Application No. 16713-012 to Camco with proof of payment	01933-01941; HELIX00657- HELIX00661			
174	10/06/08	Helix Change Order Request No. 28	HELIX00761			
175	10/29/08	Change Notice No. 41	HELIX00710- HELIX00712			
176	10/31/08	Helix Pay Application No. 16713-013 to Camco	01391-01399; HELIX00597- HELIX00606			
177	12/04/08	Helix Pay Application No. 16713-014 to Camco	HELIX00631- HELIX00640			

Exhibit No.	Date	Exhibit Description	Bates No.	Date Offered	Objection	Date Admitted
178	12/15/08	Camco's letter to Helix rejecting Pay Application No. 16713-015 with attached copy of Pay Application	HELIX00643- HELIX00656			
		**ZITTING BROTHERS				
179		Camco Schedule reflecting framing inspection not complete	CAMCO- MW02190- CAMCO- MW02194			
180	09/04/08- 10/08/08	Zitting's Change Order Requests and Field Change Directives to Camco	ZBCI002078- ZBCI002097			
181	11/18/08	Change Order No. 3 re: options at buildings 8 and 9	ZBCI000046			
		**NATIONAL WOOD/ CABINETEC				
182		Invoices from CabineTec to Camco	NWP00003- NWP00030			
183	08/26/08	Ratification and Amendment of Subcontract Agreement between CabineTec and Camco	NWP00609- NWP00612			
184	08/26/08	Ratification and Amendment of Subcontract Agreement between CabineTec and Camco (fully executed copy)	CAMCO- MW01648- CAMCO- MW01674			
185	10/24/08	CabineTec Pay Application No. 1024411-IN to Camco with NCS approved amount	01172-01213			
186	11/11/08	Email from A. Edelstein to L. Duckstein, et al. re: payment	NWP00705- NWP00708			
187	11/21/08	Email from A. Edelstein to J. Robbins, et al. re: CabineTec comfort letter/difference in billing amounts	NWP00700- NWP00703			
188	12/01/08	Email from A. Edelstein to R. Trickett re: December 5 th payment	NWP00699			
189	12/01/08	Letter from Scott Financial to L. Duckstein re: October Payment Application	CAMCO- MW00034			
190	12/15/08	Email from A. Adelstein to L. Duckstein re: funding cut-off	NWP00692- NWP00696			
		*BUCHELE				
191		Buchele Business License	APCO106322			
192		Buchele Contractor's License (reflecting out of business, prior to death)	APCO106323			
193		Buchele Obituary information	APCO106324			

Exhibit No.	Date	Exhibit Description	Bates No.	Date Offered	Objection	Date Admitted
194		Payment information from NV Construction Services on behalf of Camco	APCO106325-APCO106336			
195	06/05/08	Subcontract Agreement between Apco and Buchele	APCO036938-APCO036954			
196	06/30/08	Buchele Pay Application No. 1 to Apco with proof of payment	VARIOUS			
197	08/18/08	Buchele Pay Application No. 2 to Apco with proof of payment	VARIOUS			
198	08/26/08	Ratification and Amendment of Subcontract Agreement between Buchele and Camco	09714-09717			
199	09/29/08	Camco transmittal cover sheet to Buchele re: contract	CAMCO-MW01559			
200	09/30/08	Buchele Payment Request No. 2 to Camco with proof of payment	01682-01683; 01692			
201	10/21/08	Buchele Billing Statement No. 3 to Camco	BUCH0084-BUCH0086			
202	10/21/08	Buchle Pay Application No. 3 to Camco	01167-01171			
203	11/08/17	Buchele Billing Statement No. 4 to Camco	BUCH00104-BUCH00112			
204	12/22/08	Letter from D. Parry to T. Buchele re: funding withdrawn	BUCH00117-BUCH00118			
205	12/30/08	Buchele Notice of Lien	APCO106401-APCO106402			
206	06/01/09	Statement of Facts Constituting Lien on Behalf of Buchele	NONE			
207	05/03/10	Declaration of Thomas Buchele	BUCH00141-BUCH00143			
208	08/31/16	Buchele Initial Disclosure Statement	NONE			
		*GENERAL				
209	05/31/08	InsulPro Progress Payment No. 12	APCO103135-APCO103138			
210	06/30/08	Zitting Invoice NO. 73828	APCO104233-APCO			
211	06/30/08	Zitting Pay Application No. 509	ZBCI002037-ZBCI002038			
212	07/02/08	Letter from Edelstein to R. Nickerl re: NRS 624 Notic	04592-04595			
213	07/08/08	Letter from J. Barker to A. Edelstein re: NRS 624 Notice	04596-04599			
214	07/31/08	InsulPro Progress Payment No. 3.1	APCO10139-APCO103141			
215	08/15/08	Email from C. Colligan to subcontractors re: 48 hour termination notice	NONE			
216	08/18/08	Email from C. Colligan re:	NONE			

Exhibit No.	Date	Exhibit Description	Bates No.	Date Offered	Objection	Date Admitted
		meeting with subcontractors				
217	08/21/08	InsulPro Invoice No. 0008927P5	APCO103142- APCO103146			
218	08/31/08	Camco/Owner Pay Application No. 11 w/backup	CAMCO- MW00045- CAMCO-MW			
219	09/09/08	APCO Complaint against Gemstone	NONE		Improper use of pleading	
220	09/30/08	Camco/Owner Pay Application No. 12 w/backup	CAMCO- MW00249- CAMCO- MW00552			
221	10/31/08	Camco/Owner Pay Application No. 13 w/backup	CAMCO- MW00553- CAMCO- MW01005			
222	11/30/08	Camco/Owner Pay Application No. 14 w/backup	CAMCO- MW01006- CAMCO- MW01248			
223	12/08/08	APCO's First Amended Complaint	NONE		Improper use of pleading	
224	12/24/08	MASCO 15 day Notice of Intent to Lien	APCO103147- APCO103150			
225	12/31/08	Camco/Owner Pay Application No. 15	CAMCO- MW01249- CAMCO- MW01288			
226	01/15/09	Gemstone's Answer to APCO Complaint and Counterclaim	NONE		Improper use of pleading	
227	02/04/09	APCO's Reply to Gemstone's Counterclaim	NONE		Improper use of pleading	
228	03/16/09	APCO's Answer to Cabinetec's Statement of Facts	NONE		Improper use of pleading	
229	06/10/09	APCO's Answer to Zitting's Complaint	NONE		Improper use of pleading	
230	06/22/09	Gemstone's Answer to APCO's Cross-Claim Contained in its Answer to Steel's Amended Statement of Facts	NONE		Improper use of pleading	
231	06/24/09	Helix's Amended Statement of Facts	NONE		Improper use of pleading	
232	08/05/09	APCO's Answer to Helix's	NONE		Improper	

Exhibit No.	Date	Exhibit Description	Bates No.	Date Offered	Objection	Date Admitted
		Amended Statement of Facts			use of pleading	
233	01/26/10	Case Management Order	NONE		Improper use of pleading	
234	03/17/10	APCO's Initial Disclosure Statement	NONE		Improper use of discovery	
235	03/25/10	APCO's First Supplemental Disclosure Statement	NONE		Improper use of discovery	
236	04/12/10	APCO's Response to Zitting's Request for Admissions	NONE		Improper use of discovery	
237	04/29/10	APCO's Response to Zitting's Interrogatories	NONE		Improper use of discovery	
238	07/29/10	APCO's Third Supplemental Disclosure Statement	NONE		Improper use of discovery	
239	07/29/10	InsulPro's Response to APCO's Request for Admissions	NONE		Improper use of discovery	
240	09/27/10	APCO's Fourth Supplemental Disclosure Statement	NONE		Improper use of discovery	
241	12/14/10	Notice of Entry of Order Granting Scott Financial's Motion to Stay	NONE		Improper use of pleading	
242	11/30/12	Notice of Entry of Order Staying Case, Except for the Sale of the Property	NONE		Improper use of pleading	
243	04/23/13	Order Approving Sale of Property	NONE		Improper use of pleading	
244	11/24/15	Order Denying Rehearing	NONE		Improper use of pleading	
245	02/19/16	Order Denying En Banc Reconsideration	NONE		Improper use of pleading	
246	04/14/16	Order Releasing Sale Proceeds	NONE		Improper use of pleading	
247	06/06/16	APCO's Fifth Supplemental Disclosure Statement	NONE		Improper use of discovery	
248	08/08/16	Special Master Report, Recommendation and Order	NONE		Improper use of discovery	

Exhibit No.	Date	Exhibit Description	Bates No.	Date Offered	Objection	Date Admitted
249	08/31/16	APCO's Sixth Supplemental Disclosure Statement	NONE		Improper use of discovery	
250	09/22/16	Unitah Special Master Questionnaire	NONE		Improper use of discovery	
251	09/23/16	National Wood's Response to Special Master Questionnaire	NONE		Improper use of discovery	
252	02/14/17	Zitting Verification to Responses to APCO's First Set of Interrogatories	NONE		Improper use of discovery	
253	03/03/17	APCO's Answers to National Wood's Requests for Interrogatories	NONE		Improper use of discovery	
254	03/03/17	APCO's Answers to National Wood's Requests for Admissions	NONE		Improper use of discovery	
255	03/03/17	National Wood's Responses to APCO's First Set of Interrogatories	NONE		Improper use of discovery	
256	03/03/17	National Wood's Responses to APCO's First Set of Request for Production of Documents	NONE		Improper use of discovery	
257	03/14/17	Nevada State Contractor's Board Search re: Uintah Investments	NONE			
258	03/14/17	Nevada Secretary of State's Search re: Uintah Investments	NONE			
259	03/29/17	Helix PMK – Notice of Deposition	NONE		Improper use of discovery	
260	03/29/17	National Wood PMK – Notice of Deposition	NONE		Improper use of discovery	
261	03/29/17	Zitting PMK Notice of Deposition	NONE		Improper use of discovery	
262	05/08/17	Special Master Report Regarding Discovery Status	NONE		Improper use of discovery	
263	05/11/17	Amended Notice of Deposition re: APCO, and Request for Production of Documents	NONE		Improper use of discovery	
264	05/12/17	APCO's Answer to Zitting's First Requests for Interrogatories	NONE		Improper use of discovery	
265	05/12/17	APCO's Answer to Zitting's First Requests for Admissions	NONE		Improper use of discovery	

Exhibit No.	Date	Exhibit Description	Bates No.	Date Offered	Objection	Date Admitted
266	05/15/17	APCO's Answer to Helix's First Requests for Interrogatories	NONE		Improper use of discovery	
267	05/15/17	APCO's Response to Helix's First Set of Requests for Admissions	NONE		Improper use of discovery	
268	05/16/17	Helix PMK – Notice of Deposition	NONE		Improper use of discovery	
269	05/23/17	National Wood PMK – Notice of Deposition	NONE		Improper use of discovery	
270	06/02/17	APCO's Seventh Supplemental Disclosure Statement	NONE		Improper use of discovery	
271	06/05/17	APCO's Eighth Supplemental Disclosure Statement	NONE		Improper use of discovery	
272	06/05/17	APCO's PMK Deposition Transcript	NONE		Improper use of discovery	
273	06/07/17	Helix PMK - Amended Notice of Deposition	NONE		Improper use of discovery	
274	06/26/17	APCO's Motion for Summary Judgment re: NRS 108 Claim	NONE		Improper use of pleading	
275	06/30/17	APCO's Ninth Supplemental Disclosure Statement	NONE		Improper use of discovery	
276	07/17/17	APCO PMK Notice of Deposition	NONE		Improper use of discovery	
277	07/18/17	APCO PMK Deposition Transcript	NONE		Improper use of discovery	
278	07/19/17	APCO PMK Deposition Transcript	NONE		Improper use of discovery	
279	07/20/17	Helix PMK Deposition Transcript	NONE		Improper use of discovery	
280	07/31/17	Zitting Motion for Partial Summary Judgment Against APCO	NONE		Improper use of pleading	
281	08/21/17	APCO's Opposition to Zitting's Motion for Partial Summary Judgment	NONE		Improper use of pleading	
282	08/21/17	Mary Jo Allen Declaration in Support of APCO's Opposition to	NONE		Improper use of	

Exhibit No.	Date	Exhibit Description	Bates No.	Date Offered	Objection	Date Admitted
		Zitting's Motion for Partial Summary Judgment			pleading	
283	08/30/17	APCO's Tenth Supplemental Disclosure Statement	NONE		Improper use of discovery	
284	10/05/17	Transcript of Hearing re: All Pending Motions	NONE		Improper use of pleading	
285	10/16/17	M. Bacon email to E. Zimbelman	NONE			
286	10/17/17	E. Zimbelman email to M. Bacon	NONE			
287	10/17/17	M. Bacon email to E. Zimbelman	NONE			
288	10/18/17	National Wood PMK - Amended Notice of Deposition	NONE		Improper use of discovery	
289	10/18/17	Zitting PMK - Amended Notice of Deposition	NONE		Improper use of discovery	
290	10/20/17	National Wood PMK - Second Amended Notice of Deposition	NONE		Improper use of discovery	
291	10/23/17	Zitting PMK – Second Amended Notice of Deposition	NONE		Improper use of discovery	
292	10/26/17	Buchele PMK – Notice of Deposition	NONE		Improper use of discovery	
293	10/26/17	Order Reopening Discovery	NONE		Improper use of pleading	
294	10/27/17	National Wood PMK – Notice of Continued Notice of Deposition	NONE		Improper use of discovery	
295	10/30/17	Notice of Entry of Order re: Peel Brimley's Motion for Partial Summary Judgment	NONE		Improper use of pleading	
296	11/03/17	National Wood PMK – Third Amended Notice of Deposition	NONE		Improper use of discovery	
297	11/06/17	National Wood PMK – Notice of Vacating Notice of Deposition	NONE		Improper use of discovery	
298	11/07/17	APCO's Supplemental Answers to Helix's First Requests for Interrogatories	NONE		Improper use of discovery	
299	11/07/17	APCO's Supplemental Answers to Zitting's First Requests for Admissions	NONE		Improper use of discovery	
300	11/07/17	APCO's Supplemental Answers to	NONE		Improper	

Exhibit No.	Date	Exhibit Description	Bates No.	Date Offered	Objection	Date Admitted
		Zitting's First Request for Interrogatories			use of discovery	
301	11/08/17	APCO's Supplemental Answers to National Wood's Request for Interrogatories	NONE		Improper use of discovery	
302	11/08/17	APCO's Supplemental Response to Helix's First Set of Requests for Admissions	NONE		Improper use of discovery	
303	11/08/17	APCO's Supplemental Response to National Wood's Requests for Admissions	NONE		Improper use of discovery	
304	11/08/17	APCO's Supplemental Response to Zitting's First Requests for Admissions	NONE		Improper use of discovery	
305	11/27/17	APCO's Eleventh Supplemental Disclosure Statement	NONE		Improper use of discovery	
306	01/02/18	APCO's Court Docket	NONE		Improper use of pleading	
307		Demonstrative: Helix Overpayments Documentation	VARIOUS			
308		Zitting's Accounting Records	VARIOUS			
309		Zitting's Conditional Waivers	VARIOUS			
310	01/2008	Helix June 2008 Pay Application	07296; 07465-07476			
311		Demonstrative: Helix Billings Submitted to Owner by APCO	VARIOUS			
312	05/31/08	APCO/Owner Pay Application No. 8	04535-04548			
313	08/06/08	Letter from A. Edlstein to R. Nickerl re: NRS 624 Notice	NONE			
314	05/05/10	Declaration of Victor Fuchs in support of Helix's Motion for Partial Summary Judgement against Gemstone	NONE		Improper use of pleading	
315	12/10/13	Helix Bid Proposal re: The Gramercy Phase 1 Completion	MHC3512-MHC3516			
316	02/10/14	Gramercy Project Documents List/Drawing Log	MCH342-MHC3435			
317	04/10/14-10/20/14	Martin Harris Subcontractor Change Orders 00001-00013	MHC4892-MHC5000			
318	12/09/14-04/29/15	Martin Harris Subcontractor Change Orders 00014-00052	MHC5001-MHC5382			
319	12/09/14-04/29/15	Martin Harris Subcontractor Change Orders 00014-00052 continued	MHC5383-MHC3950			

Exhibit 2

HELIX TRIAL EXHIBITS

Exhibit No.	Description of Exhibit	Bates Begin	Bates End	Admitted	Authentic	Other Objection
HELIX-TR-EX-501	Payment Records - APCO	HELIX00008	HELIX00400			
HELIX-TR-EX-502	Change Order Records - APCO	HELIX00401	HELIX00463			
HELIX-TR-EX-503	Change Order No. 1	HELIX00568	HELIX000569			
HELIX-TR-EX-504	Electrical Design Proposal	HELIX00528	HELIX00530			
HELIX-TR-EX-505	Subcontract Agreement document (APCO)	APCO104915	APCO104940			
HELIX-TR-EX-506	July 7, 2011 Email and Contract revisions	HELIX00579	HELIX587			
HELIX-TR-EX-507	July 29, 2008 correspondence re: work suspension	HELIX00588	HELIX00589			
HELIX-TR-EX-508	Payment Application and Payment Records - Camco	HELIX00596	HELIX 00674			
HELIX-TR-EX-509	Work Directives, Change Notices and Change Order Requests	HELIX00675	HELIX00791			
HELIX-TR-EX-510	Contract documents - Camco	HELIX00792	HELIX00903			
HELIX-TR-EX-511	Helix First Day/Last Day records	HELIX00904	HELIX00907			
HELIX-TR-EX-512	Helix Lien Notice and Perfection Documents	HELIX00908	HELIX00983			
HELIX-TR-EX-513	Payment Application Records	APCO00034154	APCO00035521			
HELIX-TR-EX-514	Various Documents produced by APCO	APCO00039494	APCO39839			
HELIX-TR-EX-515	Progress Photos produced by APCO	APCO104492	APCO104562			
HELIX-TR-EX-516	Progress Photos and other documents produced by APCO	APCO106289	APCO106314			
HELIX-TR-EX-517	December 15, 2008 email from Edelstein	CAMCO-MW 00001				
HELIX-TR-EX-518	December 18, 2008 letter from Camco counsel	CAMCO-MW 00002				
HELIX-TR-EX-519	March 2, 2009 letter from Camco counsel	CAMCO-MW 00003	CAMCO-MW 00004			
HELIX-TR-EX-520	May 8, 2009 letter from Camco counsel	CAMCO-MW 00038	CAMCO-MW 00039			
HELIX-TR-EX-521	June 9, 2008 letter from Scott Financial	CAMCO-MW 00041				
HELIX-TR-EX-522	Camco billing records	CAMCO-MW 00045	CAMCO-MW 01288			
HELIX-TR-EX-523	Misc. Camco-produced billing documents re: Helix	CAMCO-MW 02068	CAMCO-MW02083			
HELIX-TR-EX-524	Martin Harris Contract 5 documents	MHC 3457	MHC 3462			
HELIX-TR-EX-525	Martin Harris Contract 6 documents	MHC 3401	MHC 3407			
HELIX-TR-EX-526	Deposition Transcript of Mary Jo Allen and Exhibits	n/a				
HELIX-TR-EX-527	Deposition Transcript of Brian Benson and Exhibits	n/a				
HELIX-TR-EX-528	Deposition Transcript of Dave Parry and Exhibits	n/a				
HELIX-TR-EX-529	APCO Responses to Helix's Interrogatories	n/a				
HELIX-TR-EX-530	APCO Responses to Helix's Requests for Production	n/a				
HELIX-TR-EX-531	APCO Responses to Helix's Requests for Admission	n/a				
HELIX-TR-EX-532	Camco Responses to Helix's Interrogatories					
HELIX-TR-EX-533	Camco Responses to Helix's Requests for Production	n/a				
HELIX-TR-EX-534	Camco Responses to Helix's Requests for Admission	n/a				
HELIX-TR-EX-535	Deposition Transcript of Andrew Rivera and Exhibits	n/a				
HELIX-TR-EX-536	RESERVED					
HELIX-TR-EX-537	RESERVED					
HELIX-TR-EX-538	RESERVED					

Exhibit 3

EXHIBIT LIST

CASE NO. A571228

TRIAL DATE: JANUARY 9, 2018

[Consolidated with A574391; A574792; A577623;
A583289; A587168; A580881; A584730; A589195;
A595552; A597089; A592826; A589677; A596924;
A584960; A608717; A608718; and A590319]

DEPT. NO.: XIII

JUDGE: MARK R. DENTON
COURT CLERK: MARWANDA KNIGHT
REPORTER: JENNIFER GEROLD

PLAINTIFF: APCO Construction

vs.

DEFENDANT: Gemstone Development West, Inc., et al.

COUNSEL: Cody S. Munteer;
J. Randall Jeffries

COUNSEL: Unrepresented.

RELATED CASES:

PLAINTIFF-IN-INTERVENTION: National Wood Products, Inc.
vs.

Defendant-in-Intervention: APCO Construction

Defendant-in-Intervention: Camco Pacific Construction
Company, Inc.

COUNSEL: Richard L. Tobler; John B. Taylor;
S. Judy Hirahara

COUNSEL: Cody Munteer; J. Randall Jeffries

COUNSEL: Steven L. Morris

COUNTER CLAIMANT: Camco Pacific Construction
Company, Inc.

vs.

COUNTER DEFENDANT: National Wood Products, Inc.

TRIAL BEFORE COURT

PLAINTIFF IN INTERVENTION, NATIONAL WOOD PRODUCTS, INC.'S EXHIBITS

EXHIBIT No.	DATE	EXHIBIT DESCRIPTION	DATE OFFERED	OBJECTION	DATE ADMITTED
3001	09/06/07	Manhattan West General Construction Agreement for GMP between Gemstone Development West, Inc. and Asphalt Products Corporation dba APCO Construction			

EXHIBIT NO.	DATE	EXHIBIT DESCRIPTION	DATE OFFERED	OBJECTION	DATE ADMITTED
3002	04/28/08	Subcontract Agreement between APCO Construction and Cabinetec, Inc.			
3003	07/31/08	Cabinetec's Invoice No. 1023635-IN to APCO for Building 8 Unit 152 Plan P-B4A			
3004	07/31/08	Cabinetec's Conditional Waiver & Release Upon Progress Payment for Invoice No. 1023635			
3005	07/31/08	Cabinetec's Invoice No. 1023636-IN to APCO for Building 8 Unit 153 Plan P-B3			
3006	07/31/08	Cabinetec's Conditional Waiver & Release Upon Progress Payment for Invoice No. 1023636			
3007	07/31/08	Cabinetec's Invoice No. 1023637-IN to APCO for Building 8 Unit 154 Plan P-B1			
3008	07/31/08	Cabinetec's Conditional Waiver & Release Upon Progress Payment for Invoice No. 1023637			
3009	07/31/08	Cabinetec's Invoice No. 1023638-IN to APCO for Building 8 Unit 155 Plan P-B5			
3010	07/31/08	Cabinetec's Conditional Waiver & Release Upon Progress Payment for Invoice No. 1023638			
3011	07/31/08	Cabinetec's Invoice No. 1023639-IN to APCO for Building 8 Unit 156 Plan P-B6			
3012	07/31/08	Cabinetec's Conditional Waiver & Release Upon Progress Payment for Invoice No. 1023639			

EXHIBIT NO.	DATE	EXHIBIT DESCRIPTION	DATE OFFERED	OBJECTION	DATE ADMITTED
3013	07/31/08	Cabinetec's Invoice No. 1023640-IN to APCO for Building 8 Unit 158 Plan P-A1			
3014	07/31/08	Cabinetec's Conditional Waiver & Release Upon Progress Payment for Invoice No. 1023640			
3015	07/31/08	Cabinetec's Invoice No. 1023641-IN to APCO for Building 8 Unit 160 Plan P-B4B			
3016	07/31/08	Cabinetec's Conditional Waiver & Release Upon Progress Payment for Invoice No. 1023641			
3017	07/31/08	Cabinetec's Invoice No. 1023642-IN to APCO for Building 8 Unit 161 Plan P-B3			
3018	07/31/08	Cabinetec's Conditional Waiver & Release Upon Progress Payment for Invoice No. 1023642			
3019	07/31/08	Cabinetec's Invoice No. 1023643-IN to APCO for Building 8 Unit 162 Plan P-B4B			
3020	07/31/08	Cabinetec's Conditional Waiver & Release Upon Progress Payment for Invoice No. 1023643			
3021	07/31/08	Cabinetec's Invoice No. 1023644-IN to APCO for Building 8 Unit 164 Plan P-B4ANSI			
3022	07/31/08	Cabinetec's Conditional Waiver & Release Upon Progress Payment for Invoice No. 1023644			
3023	07/31/08	Cabinetec's Invoice No. 1023645-IN to APCO for Building 8 Unit 166 Plan P-B6			

EXHIBIT NO.	DATE	EXHIBIT DESCRIPTION	DATE OFFERED	OBJECTION	DATE ADMITTED
3024	07/31/08	Cabinetec's Conditional Waiver & Release Upon Progress Payment for Invoice No. 1023645			
3025	07/31/08	Cabinetec's Invoice No. 1023646-IN to APCO for Building 8 Unit 167 Plan P-B5			
3026	07/31/08	Cabinetec's Conditional Waiver & Release Upon Progress Payment for Invoice No. 1023646			
3027	07/31/08	Cabinetec's Invoice No. 1023647-IN to APCO for Building 8 Unit 168 Plan P-B1			
3028	07/31/08	Cabinetec's Conditional Waiver & Release Upon Progress Payment for Invoice No. 1023647			
3029	07/31/08	Cabinetec's Invoice No. 1023648-IN to APCO for Building 8 Unit 168 Plan P-B3			
3030	07/31/08	Cabinetec's Conditional Waiver & Release Upon Progress Payment for Invoice No. 1023648			
3031	07/31/08	Cabinetec's Invoice No. 1023649-IN to APCO for Building 9 Unit 152 Plan P-B4S			
3032	07/31/08	Cabinetec's Conditional Waiver & Release Upon Progress Payment for Invoice No. 1023649			
3033	07/31/08	Cabinetec's Invoice No. 1023650-IN to APCO for Building 9 Unit 153 Plan P-B3			
3034	07/31/08	Cabinetec's Conditional Waiver & Release Upon Progress Payment for Invoice No. 1023650			

EXHIBIT No.	DATE	EXHIBIT DESCRIPTION	DATE OFFERED	OBJECTION	DATE ADMITTED
3035	07/31/08	Cabinetec's Invoice No. 1023651-IN to APCO for Building 9 Unit 154 Plan P-B1			
3036	07/31/08	Cabinetec's Conditional Waiver & Release Upon Progress Payment for Invoice No. 1023651			
3037	07/31/08	Cabinetec's Invoice No. 1023652-IN to APCO for Building 9 Unit 155 Plan P-B5			
3038	07/31/08	Cabinetec's Conditional Waiver & Release Upon Progress Payment for Invoice No. 1023652			
3039	07/31/08	Cabinetec's Invoice No. 1023653-IN to APCO for Building 9 Unit 156 Plan P-B6			
3040	07/31/08	Cabinetec's Conditional Waiver & Release Upon Progress Payment for Invoice No. 1023653			
3041	07/31/08	Cabinetec's Invoice No. 1023654-IN to APCO for Building 9 Unit 158 Plan P-A1			
3042	07/31/08	Cabinetec's Conditional Waiver & Release Upon Progress Payment for Invoice No. 1023654			
3043	07/31/08	Cabinetec's Invoice No. 1023655-IN to APCO for Building 9 Unit 160 Plan P-B4P			
3044	07/31/08	Cabinetec's Conditional Waiver & Release Upon Progress Payment for Invoice No. 1023655			
3045	07/31/08	Cabinetec's Invoice No. 1023656-IN to APCO for Building 9 Unit 161 Plan P-B3			

EXHIBIT No.	DATE	EXHIBIT DESCRIPTION	DATE OFFERED	OBJECTION	DATE ADMITTED
3046	07/31/08	Cabinetec's Conditional Waiver & Release Upon Progress Payment for Invoice No. 1023656			
3047	07/31/08	Cabinetec's Invoice No. 1023657-IN to APCO for Building 9 Unit 162 Plan P-B4B			
3048	07/31/08	Cabinetec's Conditional Waiver & Release Upon Progress Payment for Invoice No. 1023657			
3049	07/31/08	Cabinetec's Invoice No. 1023658-IN to APCO for Building 9 Unit 164 Plan P-B4A			
3050	07/31/08	Cabinetec's Conditional Waiver & Release Upon Progress Payment for Invoice No. 1023658			
3051	07/31/08	Cabinetec's Invoice No. 1023659-IN to APCO for Building 9 Unit 166 Plan P-B6			
3052	07/31/08	Cabinetec's Conditional Waiver & Release Upon Progress Payment for Invoice No. 1023659			
3053	07/31/08	Cabinetec's Invoice No. 1023660-IN to APCO for Building 9 Unit 167 Plan P-B5			
3054	07/31/08	Cabinetec's Conditional Waiver & Release Upon Progress Payment for Invoice No. 1023660			
3055	07/31/08	Cabinetec's Invoice No. 1023661-IN to APCO for Building 9 Unit 168 Plan P-B1			
3056	07/31/08	Cabinetec's Conditional Waiver & Release Upon Progress Payment for Invoice No. 1023661			

EXHIBIT No.	DATE	EXHIBIT DESCRIPTION	DATE OFFERED	OBJECTION	DATE ADMITTED
3057	07/31/08	Cabinetec's Invoice No. 1023662-IN to APCO for Building 9 Unit 169 Plan P-B3			
3058	07/31/08	Cabinetec's Conditional Waiver & Release Upon Progress Payment for Invoice No. 1023662			
3059	07/31/08	Cabinetec's Invoice No. 1023663-IN to APCO for Building 8 Unit 151 Plan P-S			
3060	07/31/08	Cabinetec's Conditional Waiver & Release Upon Progress Payment for Invoice No. 1023663			
3061	07/31/08	Cabinetec's Invoice No. 1023664-IN to APCO for Building 8 Unit 159 Plan P-C1			
3062	07/31/08	Cabinetec's Conditional Waiver & Release Upon Progress Payment for Invoice No. 1023664			
3063	07/31/08	Cabinetec's Invoice No. 1023665-IN to APCO for Building 8 Unit 163 Plan P-C1			
3064	07/31/08	Cabinetec's Conditional Waiver & Release Upon Progress Payment for Invoice No. 1023665			
3065	07/31/08	Cabinetec's Invoice No. 1023666-IN to APCO for Building 8 Unit 165 Plan P-C2			
3066	07/31/08	Cabinetec's Conditional Waiver & Release Upon Progress Payment for Invoice No. 1023666			
3067	07/31/08	Cabinetec's Invoice No. 1023667-IN to APCO for Building 8 Unit 177 Plan P-C2A			

EXHIBIT No.	DATE	EXHIBIT DESCRIPTION	DATE OFFERED	OBJECTION	DATE ADMITTED
3068	07/31/08	Cabinetec's Conditional Waiver & Release Upon Progress Payment for Invoice No. 1023667			
3069	07/31/08	Cabinetec's Invoice No. 1023668-IN to APCO for Building 8 Unit 187 Plan P-C2B			
3070	07/31/08	Cabinetec's Conditional Waiver & Release Upon Progress Payment for Invoice No. 1023668			
3071	07/31/08	Cabinetec's Invoice No. 1023669-IN to APCO for Building 9 Unit 151 Plan P-S			
3072	07/31/08	Cabinetec's Conditional Waiver & Release Upon Progress Payment for Invoice No. 1023669			
3073	07/31/08	Cabinetec's Invoice No. 1023670-IN to APCO for Building 9 Unit 159 Plan P-C1			
3074	07/31/08	Cabinetec's Conditional Waiver & Release Upon Progress Payment for Invoice No. 1023670			
3075	07/31/08	Cabinetec's Invoice No. 1023671-IN to APCO for Building 9 Unit 163 Plan P-C1			
3076	07/31/08	Cabinetec's Conditional Waiver & Release Upon Progress Payment for Invoice No. 1023671			
3077	07/31/08	Cabinetec's Invoice No. 1023672-IN to APCO for Building 9 Unit 165 Plan P-C2			
3078	07/31/08	Cabinetec's Conditional Waiver & Release Upon Progress Payment for Invoice No. 1023672			

EXHIBIT No.	DATE	EXHIBIT DESCRIPTION	DATE OFFERED	OBJECTION	DATE ADMITTED
3079	07/31/08	Cabinetec's Invoice No. 1023673-IN to APCO for Building 9 Unit 177 Plan P-C2A			
3080	07/31/08	Cabinetec's Conditional Waiver & Release Upon Progress Payment for Invoice No. 1023673			
3081	07/31/08	Cabinetec's Invoice No. 1023674-IN to APCO for Building 9 Unit 187 Plan P-C2B			
3082	07/31/08	Cabinetec's Conditional Waiver & Release Upon Progress Payment for Invoice No. 1023674			
3083	07/31/08	APCO worksheet of work performed by Cabinetec through 7/31/2008			
3084		APCO Subcontractor Summary July 2008 Application #10			
3085		APCO Line Item Consolidation July 2008 Application #10			
3086		APCO Subcontractor Payment Summary July 2008 Application #10			
3087	08/05/08	Gemstone's acknowledgement of receipt of cabinet delivery for Floor One of Building 8 and 9 to Manhattan West Job site and invoices on 08/01/08			
3088	08/05/08	APCO's acknowledgement of receipt of cabinet delivery for Floor One of Building 8 and 9 to Manhattan West Job site and invoices on 08/01/08			

EXHIBIT No.	DATE	EXHIBIT DESCRIPTION	DATE OFFERED	OBJECTION	DATE ADMITTED
3089	08/06/08	Letter Agreement between APCO and Cabinetec for storage of cabinets at Manhattan West job site.			
3090	08/08/08	Cabinetec's Statement of Account to APCO			
3091		Cabinetec's Statement of Invoices to APCO in the sum of \$88,545.00 for cabinets delivered on 08/01/08			
3092		Cabinetec's Statement of Invoices to APCO in the sum of \$90,675.00 for cabinets delivered on 08/01/08			
3093	08/21/08	Notice to all Manhatten (sic) West Subcontractors from APCO regarding APCO's Notice of Stopping Work and Notice of Intent to Terminate Contract for nonpayment			
3094	08/21/08	Letter to Alexander Edelstein, CEO, Gemstone Development, from James M. Barker, Corporate Counsel for APCO			
3095	08/25/08	Amended and Restated Manhattan West General Construction Agreement			
3096	08/26/08	Ratification and Amendment of Subcontract Agreement Cabinetec			
3097	09/11/08	Transmittal Coversheet from Gemstone to Cabinetec attaching Ratification to Subcontract Agreement revised 9/10/08			
3098	09/23/08	Email from Jennifer Olivares of Nevada Construction Services to Audrie Bergman, cc: Jim Horning; Jill Gisondo; Craig Colligan; Jennifer Griffith; Yfarren; Mary Jo Allen; Randy Nickerl Subject: Manhattan West July Checks			

EXHIBIT No.	DATE	EXHIBIT DESCRIPTION	DATE OFFERED	OBJECTION	DATE ADMITTED
3099	09/23/08	Joint check from Nevada Construction Services to APCO and Cabinetec			
3100		Nevada Construction Services Progress Payment #1 summary sheet			
3101		Manhattan West Contractor Pay Application #12 for September 2008			
3102	10/15/08	Nevada Construction Services Construction Progress Report for Manhattan West Condominiums			
3103	10/17/08	Cabinetec's Invoice No. 1023635RT to Camco for unpaid retention			
3104	10/17/08	Cabinetec's Conditional Waiver & Release Upon Progress Payment for Invoice No. 1023635RT to Camco for unpaid retention			
3105	10/24/08	Cabinetec's Invoice No. 1024411-IN to Camco for Building 7 Floor 2 All Units			
3106	10/24/08	Cabinetec's Conditional Waiver & Release Upon Progress Payment for Invoice No. 1024411			
3107	10/24/08	Cabinetec's Invoice No. 1024412-IN to Camco for Building 7 Floor 2			
3108	10/24/08	Cabinetec's Conditional Waiver & Release Upon Progress Payment for Invoice No. 1024412			
3109	10/24/08	Cabinetec's Invoice No. 1024413-IN to Camco for Building 7 Floor 3 All Units			
3110	10/24/08	Cabinetec's Conditional Waiver & Release Upon Progress Payment for Invoice No. 1024413			

EXHIBIT No.	DATE	EXHIBIT DESCRIPTION	DATE OFFERED	OBJECTION	DATE ADMITTED
3111	10/24/08	Cabinetec's Invoice No. 1024414-IN to Camco for Building 7 Floor 3			
3112	10/24/08	Cabinetec's Conditional Waiver & Release Upon Progress Payment for Invoice No. 1024414			
3113	10/24/08	Cabinetec's Invoice No. 1024415-IN to Camco for Building 7 Floor 4			
3114	10/24/08	Cabinetec's Conditional Waiver & Release Upon Progress Payment for Invoice No. 1024415			
3115	10/24/08	Cabinetec's Invoice No. 1024416-IN to Camco for Building 7 Floor 4			
3116	10/24/08	Cabinetec's Conditional Waiver & Release Upon Progress Payment for Invoice No. 1024416			
3117	10/24/08	Cabinetec's Invoice No. 1024417-IN to Camco for Building 8 Floor 4			
3118	10/24/08	Cabinetec's Conditional Waiver & Release Upon Progress Payment for Invoice No. 1024417			
3119	10/24/08	Cabinetec's Invoice No. 1024418-IN to Camco for Building 8 Floor 4			
3120	10/24/08	Cabinetec's Conditional Waiver & Release Upon Progress Payment for Invoice No. 1024418			
3121	10/24/08	Cabinetec's Invoice No. 1024419-IN to Camco for Building 9 Floor 4 All Units			
3122	10/24/08	Cabinetec's Conditional Waiver & Release Upon Progress Payment for Invoice No. 1024419			

EXHIBIT No.	DATE	EXHIBIT DESCRIPTION	DATE OFFERED	OBJECTION	DATE ADMITTED
3123	10/24/08	Cabinetec's Invoice No. 1024420-IN to Camco for Building 9 Floor 4			
3124	10/24/08	Cabinetec's Conditional Waiver & Release Upon Progress Payment for Invoice No. 1024420			
3125	10/24/08	Cabinetec's Invoice No. 1024421-IN to Camco for Building 8 Floor 2 All Units			
3126	10/24/08	Cabinetec's Conditional Waiver & Release Upon Progress Payment for Invoice No. 1024421			
3127	10/24/08	Cabinetec's Invoice No. 1024422-IN to Camco for Building 8 Floor 2			
3128	10/24/08	Cabinetec's Conditional Waiver & Release Upon Progress Payment for Invoice No. 1024422			
3129	10/24/08	Cabinetec's Invoice No. 1024423-IN to Camco for Building 8 Floor 2			
3130	10/24/08	Cabinetec's Conditional Waiver & Release Upon Progress Payment for Invoice No. 1024423			
3131	10/24/08	Cabinetec's Invoice No. 1024424-IN to Camco for Building 8 Floor 3			
3132	10/24/08	Cabinetec's Conditional Waiver & Release Upon Progress Payment for Invoice No. 1024424			
3133	10/24/08	Cabinetec's Invoice No. 1024425-IN to Camco for Building 9 Floor 3			
3134	10/24/08	Cabinetec's Conditional Waiver & Release Upon Progress Payment for Invoice No. 1024425			

EXHIBIT No.	DATE	EXHIBIT DESCRIPTION	DATE OFFERED	OBJECTION	DATE ADMITTED
3135	10/24/08	Cabinetec's Invoice No. 1024426-IN to Camco for Building 9 Floor 2			
3136	10/24/08	Cabinetec's Conditional Waiver & Release Upon Progress Payment for Invoice No. 1024426			
3137	10/24/08	Cabinetec's Invoice No. 1024427-IN to Camco for Building 8 Floor 3			
3138	10/24/08	Cabinetec's Conditional Waiver & Release Upon Progress Payment for Invoice No. 1024427			
3139	10/24/08	Cabinetec's Invoice No. 1024428-IN to Camco for Building 9 Floor 3			
3140	10/24/08	Cabinetec's Conditional Waiver & Release Upon Progress Payment for Invoice No. 1024428			
3141	10/27/08	Email from Janice Robbins of Gemstone to subcontractors, Camco representatives and Gemstone representatives Subject: Red Tag Alert			
3142	10/28/08	Email from Yvonne Farren of Camco to Jill Gisondo and Jennifer Griffith, cc: Janice Robbins, Craig Colligan and Audrie Bergman Subject: Oct Application 13 10 31 08			
3143	10/31/08	Contractor Pay Application #13			
3144	11/11/08	Email from Craig Colligan to Janice Robbins and Jennifer Griffith			
3145	11/11/08	Email from Janice Robbins of Gemstone to Craign Colligan and Jennifer Griffith			

EXHIBIT No.	DATE	EXHIBIT DESCRIPTION	DATE OFFERED	OBJECTION	DATE ADMITTED
3146	11/11/08	Email from Alex Edelstein, CEO of Gemstone, to Leo Duckstein and Rob Trickett of Cabinetec, cc: Jennifer Griffith, Janice Robbins, Craig Colligan Re: Cabinetec payment			
3147	11/12/08	Cabinetec's Invoice No. 1024529-IN to Camco for Building 7 Floor 5			
3148	11/12/08	Cabinetec's Conditional Waiver & Release Upon Progress Payment for Invoice No. 1024529			
3149	11/12/08	Cabinetec's Invoice No. 1024530-IN to Camco for Building 7 Floor 6			
3150	11/12/08	Cabinetec's Conditional Waiver & Release Upon Progress Payment for Invoice No. 1024530			
3151	11/12/08	Cabinetec's Invoice No. 1024532-IN to Camco for Building 7 Floor 6			
3152	11/12/08	Cabinetec's Conditional Waiver & Release Upon Progress Payment for Invoice No. 1024532			
3153	11/18/08	Email from Alex Edelstein, CEO of Gemstone, to Craig Colligan and Jennifer Griffith cc: Leo Duckstein Subject: Cabinetec Comfort Letter			
3154	11/18/08	Email from Craig Colligan to Alex Edelstein and Jennifer Griffith, cc: Leo Duckstein Subject: Cabinetec Comfort Letter			
3155	11/20/08	Email from Leo Duckstein to Alex Edelstein Subject: Cabinetec Comfort Letter			

EXHIBIT NO.	DATE	EXHIBIT DESCRIPTION	DATE OFFERED	OBJECTION	DATE ADMITTED
3156	11/20/08	Email from Alex Edelstein to Leo Duckstein and Janice Robbins cc: Craig Colligan Subject: Cabinetec Comfort Letter			
3157	11/21/08	Email from Janice Robbins to Alex Edelstein and Leo Duckstein, cc: Craig Colligan and Yvonne Farren Subject: Cabinetec Comfort Letter			
3158	11/21/08	Email from Alex Edelstein to Janice Robbins and Leo Duckstein cc: Craig Colligan and Yvonne Farren Subject: Cabinetec Comfort Letter			
3159	11/21/08	Email from Leo Duckstein to Alex Edelstein Subject: Cabinetec Comfort Letter			
3160	12/01/08	Email from Rob Trickett to Alex Edelstein cc: Leo Duckstein Subject: Cabinetec Dec 5th Payment			
3161	12/01/08	Email from Alex Edelstein to Rob Trickett cc: Leo Duckstein Subject RE: Cabinetec DEC 5th Payment			
3162	12/01/08	Letter from Brad J. Scott, President, Scott Financial Corporation to Leo Duckstein, Cabinetec, Inc.			
3163	12/03/08	Nevada Construction Services Construction Progress Report for Manhattan West Condominiums			
3164	12/08/08	Transmittal of one fully executed copy of Ratification and Amendment of Subcontract Agreement Cabinetec from Yvonne Farren of Camco to Laura Cox of Cabinetec			

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 37

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CHRONOLOGICAL APPENDIX OF EXHIBITS

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
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 (1) 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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
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 <i>Ex Parte</i> 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- JA000379	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- JA000418	7
11-06-17	Peel Brimley Lien Claimants' Motion in Limine Nos. 1-6	JA000419- JA000428	7

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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 <i>in Limine</i> Nos. 1-4	JA000534- JA000542	8
	Exhibit 1 – Notice of Entry of Order	JA000543- JA000549	8
	Exhibit 2 – Helix Electric of Nevada, LLC’s Amended Notice of 30(b)(6) Deposition of APCO Construction	JA000550 JA000558	8/9

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11-06-17	APCO Construction, Inc.’s Omnibus Motion <i>in Limine</i>	JA000590 JA000614	9
	Exhibit 1 – Second Amended Notice of taking NRCPP 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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
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	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
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11-14-17	APCO Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC's Motions in Limine Nos. 1-4	JA000929- JA000940	13/14
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	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
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	Exhibit 3 – Special Master Order Requiring Completion of Questionnaire	JA001056- JA001059	20
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	Exhibit 5 - Excerpts from the Deposition Transcript of David E. Parry taken June 20, 2017	JA001065 JA001132	20/21
11-15-17	APCO Construction, Inc.'s Reply in Support of its Omnibus Motion in Limine	JA001133 JA001148	21

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12-29-17	Notice of Entry of Order Granting in Part and Denying in Part Helix Electric of Nevada, LLC’s Motion in <i>Limine</i> 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 <i>Limine</i>	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
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<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
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	Exhibit 7 – Order Approving Sale of Property	JA001314- JA001376	25/26
	Exhibit 8 – Order Releasing Sale Proceeds from Court Controlled Escrow Account	JA001377- JA001380	26
	Exhibit 9 – Order Denying <i>En Banc</i> 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
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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
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	Exhibit 6 – Fast Glass Trial Exhibits	JA001640- JA001641	28
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	Trial Exhibit 2 – APCO/Gemstone General Construction Agreement (<i>Admitted</i>)	JA001826- JA001868	30
	Trial Exhibit 3 - Nevada Construction Services /Gemstone Cost Plus/GMP Contract Disbursement Agreement (<i>Admitted</i>)	JA001869- JA001884	30

¹ Filed January 31, 2018

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
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	Trial Exhibit 6 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work <i>(Admitted)</i>	JA001979- JA001980	32
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	Trial Exhibit 14 - Letter from W. Gochmour to Sean Thueson Re: [APCO's] Response to [Gemstone's] Termination for Cause <i>(Admitted)</i>	JA002002- JA002010	33
	Trial Exhibit 15 - Letter from R. Nickerl to A. Edelstein Re: 48-Hour Notices <i>(Admitted)</i>	JA002011- JA002013	33
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	APCO Related Exhibits:		
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<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
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	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

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

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	Trial Exhibit 510 - Unsigned Subcontract	JA003814- JA003927	61/62
	Trial Exhibit 512 - Helix's Lien Notice	JA003928- JA004034	62/63
	Trial Exhibit 522 - Camco Billing	JA004035- JA005281	63/64/65 /66/67/ 68/69/70/ 71/72 /73/74/75 /76/77
01-19-18	Order Denying APCO Construction's Motion for Reconsideration of Order Granting Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA005282- JA005283	78
01-18-18	Transcript – Bench Trial (Day 2)²	JA005284- JA005370	78
	Trial Exhibit 535 – Deposition Transcript of Andrew Rivera (Exhibit 99) (<i>Admitted</i>)	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 (<i>Admitted</i>)	JA005786- JA005801	80
	Trial Exhibit 314 - Declaration of Victor Fuchs in support of Helix's Motion for Partial Summary Judgment against Gemstone (<i>Admitted</i>)	JA005802- JA005804	80

² Filed January 31, 201879

³ Filed January 31, 2018

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 320 – June-August Billings—not paid to APCO (<i>Admitted</i>)	JA005805	80
	Trial Exhibit 321 – Overpayments to Cabinetec (<i>Admitted</i>)	JA005806-	80
	Trial Exhibit 536 – Lien math calculations (handwritten) (<i>Admitted</i>)	JA005807- JA005808	80
	Trial Exhibit 804 – Camco Correspondence (<i>Admitted</i>)	JA005809- JA005816	80
	Trial Exhibit 3176 – APCO Notice of Lien (<i>Admitted</i>)	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Exhibit 7B – Time Recap	JA006443- JA006474	88
	Exhibit 8 – Declaration of Cody S. Munteer, 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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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	90/91
	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 Munteer 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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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 <i>En Banc</i> 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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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 <i>in Limine</i>	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

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

ALPHABETICAL APPENDIX OF EXHIBITS

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

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		JA006442	
	Exhibit 7B – Time Recap	JA006443- JA006474	88
	Exhibit 8 – Declaration of Cody S. Mounter, 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

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

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

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

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

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	Exhibit 1 – Special Master Report Regarding Discovery Status	JA001149- JA001151	21
	Exhibit 2 – Notice of Taking NRCP Rule 30(b)(6) Deposition of the Person Most Knowledgeable for Zitting Brothers Construction, Inc.	JA001152- JA001160	21
06-29-18	APCO Construction, Inc.’s Reply in Support of its Motion for Attorney’s Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.	JA007198- JA007220	99
	Exhibit 1 – Invoice Summary by Matter Selection	JA007221- JA007222	99
	Exhibit 2 – Marquis Aurbach Coffing Invoice to APCO dated April 30, 2018	JA007223- JA007224	99
04-26-10	CAMCO and Fidelity’s Answer and CAMCO’s Counterclaim	JA000031- JA000041	1
11-14-17	Camco Pacific Construction Company, Inc.’s Opposition to Lien Claimants’ Motions in Limine Nos. 1-6	JA000898- JA000905	12
	Exhibit A – Nevada Construction Services Cost Plus GMP Contract Disbursement Agreement	JA000906- JA000907	12
	Exhibit B – Scott Financial Corporation’s April 28, 2009 letter to the Nevada State Contractor’s Board	JA000908- JA000915	2/13
	Exhibit C – E-mail from Alex Edelstein dated December 15, 2008 Re: Letter to Subs	JA000916- JA000917	13
	Exhibit D – Camco Pacific’s letter dated December 22, 2008	JA000918- JA000920	13
	Exhibit E – Order Approving Sale of Property	JA000921- JA000928	13
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06-15-18	Declaration of S. Judy Hirahara in support of National Woods's Opposition to APCO Construction's Motion for Attorneys' Fees and Costs	JA007121- JA007189	98
06-13-13	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 <i>in Limine</i> Nos. 1-4	JA000534- JA000542	8
	Exhibit 1 – Notice of Entry of Order	JA000543- JA000549	8
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	Exhibit 3 - Excerpts from Brian Benson Deposition Transcript taken June 5, 2017	JA000559 JA000574	9
	Exhibit 4 – Excerpts from Mary Jo Allen's Deposition Transcript taken July 18, 2017	JA000575- JA000589	9
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

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

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

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	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

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	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 Cabenotec 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

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	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

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	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 <i>En Banc</i> Reconsideration	JA006959- JA006963	96
	Exhibit 5 – Notice of Entry of Order Granting Peel Brimley Lien Claimants’ Motion for Partial Summary Judgment	JA006964- JA006978	96

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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 <i>in Limine</i>	JA007060- JA007088	97

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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 <i>in Limine</i>	JA001644- JA001647	28

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Exhibit 9 - Amended <i>nunc pro tunc</i> order regarding APCO Construction, Inc.'s Omnibus Motion <i>in Limine</i> No. 7	JA001648- JA001650	28
	Exhibit 10 - Order Granting in Part and Denying in part Helix Electric of Nevada, LLC's Motions <i>in Limine</i> 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 <i>in Limine</i>	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- JA001667	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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 <i>En Banc</i> 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
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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 <i>in Limine</i>	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
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 <i>in Limine</i> 1-4	JA001170- JA001177	22
12-29-17	Notice of Entry of Order Granting Peel Brimley Lien Claimants' Motion <i>in Limine</i> 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 <i>Ex Parte</i> 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- JA000379	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 <i>in Limine</i> Nos. 1-6	JA000419- JA000428	7
	Exhibit 1 – Notice of Entry of Order	JA000429	7

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		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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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:		

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	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	63/64/65/66/6 7/ 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

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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 162 - Amended and Restated General Construction Agreement between Gemstone and CAMCO (<i>Admitted</i>)	JA002147- JA002176	35/36
	Trial Exhibit 212 - Letter from Edelstein to R. Nickerl re: NRS 624 Notice (<i>Admitted</i>)	JA002177- JA002181	36
	Trial Exhibit 215 - Email from C. Colligan to Subcontractors re: 48-hour Termination Notice (<i>Admitted</i>)	JA002182- JA002185	36
	Trial Exhibit 216 - Email from C. Colligan re: Meeting with Subcontractors (<i>Admitted</i>)	JA002186- JA002188	36
	Trial Exhibit 506 – Email and Contract Revisions (<i>Admitted</i>)	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) (<i>Admitted</i>)	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 (<i>Admitted</i>)	JA005786- JA005801	80
	Trial Exhibit 314 - Declaration of Victor Fuchs in support of Helix’s Motion for Partial Summary Judgment against Gemstone (<i>Admitted</i>)	JA005802- JA005804	80
	Trial Exhibit 320 – June-August Billings—not paid to APCO (<i>Admitted</i>)	JA005805	80
	Trial Exhibit 321 – Overpayments to Cabinetec (<i>Admitted</i>)	JA005806-	80

⁶ Filed January 31, 201879

⁷ Filed January 31, 2018

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 536 – Lien math calculations (handwritten) (<i>Admitted</i>)	JA005807- JA005808	80
	Trial Exhibit 804 – Camco Correspondence (<i>Admitted</i>)	JA005809- JA005816	80
	Trial Exhibit 3176 – APCO Notice of Lien (<i>Admitted</i>)	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

EXHIBIT No.	DATE	EXHIBIT DESCRIPTION	DATE OFFERED	OBJECTION	DATE ADMITTED
3165	12/15/08	Email from Alex Edelstein to Leo Duckstein Subject: RE: Cabinetec Comfort Letter			
3166	12/15/08	Email from Janice Robbins of Gemstone to subcontractors, Camco representatives and Gemstone representatives Subject: Building Department Remaining Red Tag Notices Lifted			
3167	12/15/08	Email from Kenner Costen, Camco Pacific Site Safety Director, Subject: Closure Manhattan West Project			
3168	12/15/08	Email from Brad Scott to Anne Dwyer and Jennifer Olivares, cc: Alex Edelstein, Peter Smith, Jim Horning, parry@camcopacific.com Subject: FW: Manhattan West			
3169	12/16/08	Email from Brad Scott to Jennifer Olivares, cc: Margo Scott, Jason Ulmer, Patricia Curtis, Tim James Subject: ManhattanWest Status			
3170	12/18/08	Letter from Woodbury, Morris & Brown to Alexander Edelstein cc: Peter Smith and David Parry			
3171	01/12/09	Notice of Intent to Lien to Gemstone, APCO and Camco from Cabinetec			
3172	02/02/09	Notice of Lien Recorded with Clark County Recorder			
3173	02/06/09	Cabinetec, Inc.'s Statement of Facts Constituting Lien Claim and Complaint in Intervention			
3174	03/02/09	Letter from Woodbury, Morris & Brown to Alexander Edelstein cc: Gregory S. Gilbert, David Parry and Patricia Petersen			

EXHIBIT No.	DATE	EXHIBIT DESCRIPTION	DATE OFFERED	OBJECTION	DATE ADMITTED
3175	04/28/09	Letter from Brad Scott, President, Scott Financial Corporation to Nevada State Contractor's Board, with attachments			



July 30, 2008

Randy Nickerl
Division Manager
APCO Construction
3432 N. 5th Street
Las Vegas, NV 89032

RE: ManhattanWest Loan Status

Mr. Nickerl

This letter is being sent to you at the request of Peter Smith of Gemstone Development West, Inc. ("Gemstone") to clarify the current status of the funding for the ManhattanWest project.

The Scott Financial Corporation's \$156 million loan facility for the first phase of the ManhattanWest project is in good standing and none of the underlying loans are in default.

All payments owed to the subcontractors have been made punctually on a monthly basis pursuant to the draw requests submitted to Scott Financial Corporation by Gemstone. As was previously established at the closing of the underlying loans, the funding has been distributed through our standard voucher control company, Nevada Construction Services ("NCS").


The most recent construction draw request in the amount of \$5,195,069.25 was funded by NCS to APCO on July 23, 2008. The next draw request is currently at NCS for approval and will likely be funded next week.

I hope that this letter clarifies any existing questions you may have regarding this process.

Please feel free to contact me directly if you have any questions.

Sincerely,

Scott Financial Corporation


Brad Scott
President


Cc: Alex Loeisler
Peter Smith
Craig Coligan
Jim Horning

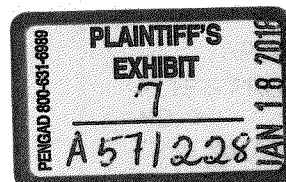
15010 Sundown Drive • Bismarck, North Dakota 58503
Office: 701-255-2215 • Fax: 701-223-7299
A licensed and bonded corporate finance company

CAMCO-MW 00042

CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE AND CORRECT COPY
OF THE ORIGINAL ON FILE

JA002243


CLERK OF THE COURT



7-TR-EX0007-0001
PROPOSED EXHIBIT

1228

APCO-00035144

APPCATION AND CERTIFICATE FOR PAYMENT

TO OWNER: Manhattan West
9121 W. Russell Rd.
Las Vegas, NV 89148

FROM CONTRACTOR: APCO Construction
3432 North 6th Street
N. Las Vegas, NV 89032

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 \$ 78,936,180.00

2. Net change by Change Orders \$ 3,029,890.41

3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 81,966,050.41

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 56,239,399.08

5. RETAINAGE a. 10% of completed work \$ 5,132,427.45
b. 5% of Site Work \$ 245,766.27

Total Retainage (line 5a 5b) 5,378,183.72

6. TOTAL EARNED LESS RETAINAGE \$ 50,861,215.36
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 form prior Certificate) \$ 44,553,728.17

8. CURRENT PAYMENT DUE \$ 6,307,487.19

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 31,105,835.05

CHANGE ORDER SUMMARY ADDITIONS DEDUCTIONS

PREVIOUS MONTHS BY OWNER	TOTAL CHARGES APPROVED IN
3,029,890.41	3,029,890.41
TOTALS	3,029,890.41
NET CHARGES by change order	3,029,890.41

PROJECT: Manhattan West Phase 1

VIA ARCHITECT: OZ Architects

OWNER DRAW NO: 9

APPLICATION NO: 10

PERIOD: 7/31/2008

PROJECT 168

CONTRACT DATE: 09/06/07

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐ NCS
☐ Pete Smith

CONTRACTOR

By: _____ Date: 8/19/2008

State of: Nevada

County of: Clark

Subscribed and sworn to before me this 18th day of August 2008

Notary Public: _____

My Commission expires: August 16, 2009

ARCHITECT

By: _____ Date: _____

OWNER

By: _____ Date: _____

Schedule of Values Phase 1 Manhattan West											
ITEM NO.	CIS CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATIONS	THIS PERIOD	MATERIALS STORED THIS PERIOD	TOTAL COMPLETED AND STORED	PERCENTAGE COMPLETE	BALANCE TO FINISH	CURRENT RETENTION WITHHELD	TOTAL RETENTION WITHHELD
1	2200	Utilization	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	2310	Site Water	647,000.00	636,720.00	-	-	636,720.00	98%	10,280.00	-	31,836.00
4	2610	Site Storm Sewer	511,000.00	500,760.00	-	-	500,760.00	98%	10,240.00	-	26,036.00
5	2520	Site Sanitary Sewer	515,000.00	504,460.00	-	-	504,460.00	97%	24,540.00	-	26,540.00
6	2200	Utilities	150,700.00	149,700.00	-	-	149,700.00	100%	-	-	7,350.00
OUT-OF-SITE IMPROVEMENTS											
7	2710	Stairs, Railed Ramp Asbestos Paving	222,750.00	-	-	-	-	0%	222,750.00	-	-
8	2710	Ordering Curb & Gutter Release	71,000.00	-	-	-	-	0%	71,000.00	-	-
9	2715	Grading Sidewalks Release	10,000.00	-	-	-	-	0%	10,000.00	-	-
10	2740	Asphalt Paving Phase 1	289,000.00	35,427.50	8,500.00	-	43,927.50	15%	243,672.50	850.00	4,192.50
11	2770	Curb and Gutter Phase 1	113,000.00	-	-	-	-	0%	113,000.00	-	-
12	2775	Edgewood Phase 1 (Release)	220,000.00	-	-	-	-	0%	220,000.00	-	-
13	2780	Black Pavement Phase 1 (Release)	221,844.00	-	-	-	-	0%	221,844.00	-	-
14	2870	Site Landscaping Phase 1 (Release)	100,000.00	-	-	-	-	0%	100,000.00	-	-
15	16000	Paint	460,000.00	-	-	-	-	0%	460,000.00	-	-
16	16000	Electrical Engineering	6,000.00	-	-	-	-	0%	6,000.00	-	-
17	16000	Electrical Installation	17,000.00	-	-	-	-	0%	17,000.00	-	-
18	18000	Excavated Office Trailer/Asphalt	4,800.00	-	-	-	-	0%	4,800.00	-	-
19	18000	Excavated Office Trailer/Asphalt	5,000.00	-	-	-	-	0%	5,000.00	-	-
20	19000	Electrical Permits	2,000.00	-	-	-	-	0%	2,000.00	-	-
21	19000	Electrical Standoffs	400.00	-	-	-	-	0%	400.00	-	-
22	16000	Electrical Schematic Coordination	4,800.00	-	-	-	-	0%	4,800.00	-	-
23	18000	Furnish Landscaping Lighting	157,000.00	-	-	-	-	0%	157,000.00	-	-
24	18000	Furnish Concrete Lighting	41,000.00	-	-	-	-	0%	41,000.00	-	-
25	16000	Furnish Signs Lighting	9,000.00	-	-	-	-	0%	9,000.00	-	-
26	19000	Furnish Parking Lot Pole Lighting	32,000.00	-	-	-	-	0%	32,000.00	-	-
27	19000	APCO Construction Conference Fee	149,000.00	3,433.42	565.22	-	4,398.64	3%	144,601.36	66.36	439.72
BUILDING #2											
28	2900	Landscaping	80,000.00	-	-	-	-	0%	80,000.00	-	-
29	3100	Refrigerating Steel Labor	329,800.00	329,800.00	-	-	329,800.00	100%	-	-	34,000.00
30	3100	Refrigerating Steel Material	506,612.50	506,612.50	-	-	506,612.50	100%	-	-	50,661.25
31	3200	Concrete Structural Explains	248,500.00	-	-	-	-	0%	248,500.00	-	-
32	3200	Concrete Floor Isolation	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				

45	6415	Sealer (Under)	15,000.00	1,693,400.30	205,998.91	78,548.00	49,340.00	2,177,967.22	16,000.00	0%	217,296.72
46	6416	Sealer (Under)	2,185,000.00	2,185,000.00	17,088.00	1,693,416	1,693,416	39,466.48	5,407.54	100%	1,999.25
47	6417	Sealer (Under)	25,000.00	34,200.00	-	-	-	1,999.25	3,420.00	100%	3,420.00
48	6418	Sealer (Under)	34,200.00	34,200.00	-	-	-	-	-	0%	-
49	6419	Sealer (Under)	57,280.00	-	236,002.80	-	-	20,800.28	97,290.00	0%	-
50	6420	Sealer (Under)	242,865.02	118,881.50	33,677.56	-	-	21,890.51	4,557.20	87%	21,890.51
51	6421	Sealer (Under)	174,450.00	-	128,662.80	-	-	12,662.80	3,367.78	87%	12,662.80
52	6422	Sealer (Under)	331,100.00	268,580.00	128,662.80	-	-	12,662.80	3,367.78	87%	12,662.80
53	6423	Sealer (Under)	222,873.00	270,000.00	32,635.30	-	-	3,000.00	7,265.50	89%	7,265.50
54	6424	Sealer (Under)	302,000.00	-	-	-	-	3,000.00	3,000.00	0%	-
55	6425	Sealer (Under)	302,000.00	-	-	-	-	3,000.00	3,000.00	0%	-
56	6426	Sealer (Under)	302,000.00	-	-	-	-	3,000.00	3,000.00	0%	-
57	6427	Sealer (Under)	302,000.00	-	-	-	-	3,000.00	3,000.00	0%	-
58	6428	Sealer (Under)	302,000.00	-	-	-	-	3,000.00	3,000.00	0%	-
59	6429	Sealer (Under)	302,000.00	-	-	-	-	3,000.00	3,000.00	0%	-
60	6430	Sealer (Under)	302,000.00	-	-	-	-	3,000.00	3,000.00	0%	-
61	6431	Sealer (Under)	302,000.00	-	-	-	-	3,000.00	3,000.00	0%	-
62	6432	Sealer (Under)	302,000.00	-	-	-	-	3,000.00	3,000.00	0%	-
63	6433	Sealer (Under)	302,000.00	-	-	-	-	3,000.00	3,000.00	0%	-
64	6434	Sealer (Under)	302,000.00	-	-	-	-	3,000.00	3,000.00	0%	-
65	6435	Sealer (Under)	302,000.00	-	-	-	-	3,000.00	3,000.00	0%	-
66	6436	Sealer (Under)	302,000.00	-	-	-	-	3,000.00	3,000.00	0%	-
67	6437	Sealer (Under)	302,000.00	-	-	-	-	3,000.00	3,000.00	0%	-
68	6438	Sealer (Under)	302,000.00	-	-	-	-	3,000.00	3,000.00	0%	-
69	6439	Sealer (Under)	302,000.00	-	-	-	-	3,000.00	3,000.00	0%	-
70	6440	Sealer (Under)	302,000.00	-	-	-	-	3,000.00	3,000.00	0%	-
71	6441	Sealer (Under)	302,000.00	-	-	-	-	3,000.00	3,000.00	0%	-
72	6442	Sealer (Under)	302,000.00	-	-	-	-	3,000.00	3,000.00	0%	-
73	6443	Sealer (Under)	302,000.00	-	-	-	-	3,000.00	3,000.00	0%	-
74	6444	Sealer (Under)	302,000.00	-	-	-	-	3,000.00	3,000.00	0%	-
75	6445	Sealer (Under)	302,000.00	-	-	-	-	3,000.00	3,000.00	0%	-
76	6446	Sealer (Under)	302,000.00	-	-	-	-	3,000.00	3,000.00	0%	-
77	6447	Sealer (Under)	302,000.00	-	-	-	-	3,000.00	3,000.00	0%	-
78	6448	Sealer (Under)	302,000.00	-	-	-	-	3,000.00	3,000.00	0%	-
79	6449	Sealer (Under)	302,000.00	-	-	-	-	3,000.00	3,000.00	0%	-
80	6450	Sealer (Under)	302,000.00	-	-	-	-	3,000.00	3,000.00	0%	-
81	6451	Sealer (Under)	302,000.00	-	-	-	-	3,000.00	3,000.00	0%	-
82	6452	Sealer (Under)	302,000.00	-	-	-	-	3,000.00	3,000.00	0%	-
83	6453	Sealer (Under)	302,000.00	-	-	-	-	3,000.00	3,000.00	0%	-
84	6454	Sealer (Under)	302,000.00	-	-	-	-	3,000.00	3,000.00	0%	-
85	6455	Sealer (Under)	302,000.00	-	-	-	-	3,000.00	3,000.00	0%	-
86	6456	Sealer (Under)	302,000.00	-	-	-	-	3,000.00	3,000.00	0%	-
87	6457	Sealer (Under)	302,000.00	-	-	-	-	3,000.00	3,000.00	0%	-
88	6458	Sealer (Under)	302,000.00	-	-	-	-	3,000.00	3,000.00	0%	-
89	6459	Sealer (Under)	302,000.00	-	-	-	-	3,000.00	3,000.00	0%	-
90	6460	Sealer (Under)	302,000.00	-	-	-	-	3,000.00	3,000.00	0%	-
91	6461	Sealer (Under)	302,000.00	-	-	-	-	3,000.00	3,000.00	0%	-
92	6462	Sealer (Under)	302,000.00	-	-	-	-	3,000.00	3,000.00	0%	-
93	6463	Sealer (Under)	302,000.00	-	-	-	-	3,000.00	3,000.00	0%	-
94	6464	Sealer (Under)	302,000.00	-	-	-	-	3,000.00	3,000.00	0%	-
95	6465	Sealer (Under)	302,000.00	-	-	-	-	3,000.00	3,000.00	0%	-
96	6466	Sealer (Under)	302,000.00	-	-	-	-	3,000.00	3,000.00	0%	-
97	6467	Sealer (Under)	302,000.00	-	-	-	-	3,000.00	3,000.00	0%	-
98	6468	Sealer (Under)	302,000.00	-	-	-	-	3,000.00	3,000.00	0%	-
99	6469	Sealer (Under)	302,000.00	-	-	-	-	3,000.00	3,000.00	0%	-
100	6470	Sealer (Under)	302,000.00	-	-	-	-	3,000.00	3,000.00	0%	-
101	6471	Sealer (Under)	302,000.00	-	-	-	-	3,000.00	3,000.00	0%	-
102	6472	Sealer (Under)	302,000.00	-	-	-	-	3,000.00	3,000.00	0%	-
103	6473	Sealer (Under)	302,000.00	-	-	-	-	3,000.00	3,000.00	0%	-
104	6474	Sealer (Under)	302,000.00	-	-	-	-	3,000.00	3,000.00	0%	-

BUILDING 3 - General									
Item	Quantity	Unit	Description	Material	Price	Amount	Rate	Amount	Rate
164	1600	Electrical Equipment				19,800.00			
165	1600	Electrical Materials							
166	1600	Electrical Cables							
167	1600	Electrical Pans							
168	1600	Electrical Panels							
169	1600	Electrical Switches							
170	1600	Electrical Boxes							
171	1600	Electrical Cables							
172	1600	Electrical Panels							
173	1600	Electrical Switches							
174	1600	Electrical Boxes							
175	1600	Electrical Cables							
176	1600	Electrical Panels							
177	1600	Electrical Switches							
178	1600	Electrical Boxes							
179	1600	Electrical Cables							
180	1600	Electrical Panels							
181	1600	Electrical Switches							
182	1600	Electrical Boxes							
183	1600	Electrical Cables							
184	1600	Electrical Panels							
185	1600	Electrical Switches							
186	1600	Electrical Boxes							
187	1600	Electrical Cables							
188	1600	Electrical Panels							
189	1600	Electrical Switches							
190	1600	Electrical Boxes							
191	1600	Electrical Cables							
192	1600	Electrical Panels							
193	1600	Electrical Switches							
194	1600	Electrical Boxes							
195	1600	Electrical Cables							
196	1600	Electrical Panels							
197	1600	Electrical Switches							
198	1600	Electrical Boxes							
199	1600	Electrical Cables							
200	1600	Electrical Panels							
201	1600	Electrical Switches							
202	1600	Electrical Boxes							
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210	1600	Electrical Boxes							
211	1600	Electrical Cables							
212	1600	Electrical Panels							
213	1600	Electrical Switches							
214	1600	Electrical Boxes							
215	1600	Electrical Cables							
216	1600	Electrical Panels							
217	1600	Electrical Switches							
218	1600	Electrical Boxes							
219	1600	Electrical Cables							
220	1600	Electrical Panels							
221	1600	Electrical Switches							

222	15020	HVAC Condenser Marleth	3,501.00	-	-	-	-	-	0%	3,501.00	-	-	-
223	15020	HVAC Set Condenser	940.45	-	-	-	-	-	0%	940.45	-	-	-
224	15020	HVAC Set Tm	940.45	-	-	-	-	-	0%	940.45	-	-	-
225	15020	HVAC Set Up	940.45	-	-	-	-	-	0%	940.45	-	-	-
226	15020	HVAC Pre-Rec-Lin Set Phn	14,007.50	7,003.75	-	-	-	-	75%	3,501.87	700.38	-	1,050.56
227	15020	HVAC FAU Marleth	11,203.00	-	-	-	-	-	100%	-	-	-	1,120.30
228	15020	HVAC Rough Duct	11,203.00	-	-	-	-	-	100%	-	-	-	1,120.30
229	15020	HVAC Condenser Marleth	11,203.00	2,241.30	-	-	-	-	0%	11,203.00	224.12	-	1,120.60
230	15020	HVAC Set Condenser	11,203.00	-	-	-	-	-	0%	11,203.00	-	-	-
231	15020	HVAC Set Tm	2,801.50	-	-	-	-	-	0%	2,801.50	-	-	-
232	15020	HVAC Set Up	2,801.50	-	-	-	-	-	0%	2,801.50	-	-	-
233	15020	HVAC Pre-Rec-Lin Set Phn	14,007.50	7,003.75	-	-	-	-	75%	3,501.87	700.38	-	1,050.56
234	15020	HVAC FAU Marleth	11,203.00	-	-	-	-	-	100%	-	-	-	1,120.30
235	15020	HVAC Rough Duct	11,203.00	-	-	-	-	-	100%	-	-	-	1,120.60
236	15020	HVAC Condenser Marleth	11,203.00	5,723.50	-	-	-	-	0%	11,203.00	572.38	-	1,120.60
237	15020	HVAC Set Condenser	11,203.00	-	-	-	-	-	0%	11,203.00	-	-	-
238	15020	HVAC Set Tm	2,801.50	-	-	-	-	-	0%	2,801.50	-	-	-
239	15020	HVAC Set Up	2,801.50	-	-	-	-	-	0%	2,801.50	-	-	-
240	15020	HVAC Pre-Rec-Lin Set Phn	14,007.50	7,003.75	-	-	-	-	75%	3,501.87	700.38	-	1,050.56
241	15020	HVAC FAU Marleth	11,203.00	-	-	-	-	-	100%	-	-	-	1,120.30
242	15020	HVAC Rough Duct	11,203.00	-	-	-	-	-	100%	-	-	-	1,120.60
243	15020	HVAC Condenser Marleth	11,203.00	11,203.00	-	-	-	-	0%	11,203.00	1,120.60	-	1,120.60
244	15020	HVAC Set Condenser	11,203.00	-	-	-	-	-	0%	11,203.00	-	-	-
245	15020	HVAC Set Tm	2,801.50	-	-	-	-	-	0%	2,801.50	-	-	-
246	15020	HVAC Set Up	2,801.50	-	-	-	-	-	0%	2,801.50	-	-	-
247	15020	HVAC Pre-Rec-Lin Set Phn	14,007.50	7,003.75	-	-	-	-	75%	3,501.87	700.38	-	1,050.56
248	15020	HVAC FAU Marleth	11,203.00	-	-	-	-	-	100%	-	-	-	1,120.30
249	15020	HVAC Rough Duct	11,203.00	-	-	-	-	-	100%	-	-	-	1,120.60
250	15020	HVAC Condenser Marleth	11,203.00	11,203.00	-	-	-	-	0%	11,203.00	1,120.60	-	1,120.60
251	15020	HVAC Set Condenser	11,203.00	-	-	-	-	-	0%	11,203.00	-	-	-
252	15020	HVAC Set Tm	2,801.50	-	-	-	-	-	0%	2,801.50	-	-	-
253	15020	HVAC Set Up	2,801.50	-	-	-	-	-	0%	2,801.50	-	-	-
254	15020	HVAC Pre-Rec-Lin Set Phn	14,007.50	7,003.75	-	-	-	-	75%	3,501.87	700.38	-	1,050.56
255	15020	HVAC FAU Marleth	11,203.00	-	-	-	-	-	100%	-	-	-	1,120.30
256	15020	HVAC Rough Duct	11,203.00	-	-	-	-	-	100%	-	-	-	1,120.60
257	15020	HVAC Condenser Marleth	11,203.00	11,203.00	-	-	-	-	0%	11,203.00	1,120.60	-	1,120.60
258	15020	HVAC Set Condenser	11,203.00	-	-	-	-	-	0%	11,203.00	-	-	-
259	15020	HVAC Set Tm	2,801.50	-	-	-	-	-	0%	2,801.50	-	-	-
260	15020	HVAC Set Up	2,801.50	-	-	-	-	-	0%	2,801.50	-	-	-
261	15020	HVAC Pre-Rec-Lin Set Phn	14,007.50	7,003.75	-	-	-	-	75%	3,501.87	700.38	-	1,050.56
262	15020	HVAC FAU Marleth	11,203.00	-	-	-	-	-	100%	-	-	-	1,120.30
263	15020	HVAC Rough Duct	11,203.00	-	-	-	-	-	100%	-	-	-	1,120.60
264	15020	HVAC Condenser Marleth	11,203.00	11,203.00	-	-	-	-	0%	11,203.00	1,120.60	-	1,120.60
265	15020	HVAC Set Condenser	11,203.00	-	-	-	-	-	0%	11,203.00	-	-	-
266	15020	HVAC Set Tm	2,801.50	-	-	-	-	-	0%	2,801.50	-	-	-
267	15020	HVAC Set Up	2,801.50	-	-	-	-	-	0%	2,801.50	-	-	-
268	15020	HVAC Pre-Rec-Lin Set Phn	14,007.50	7,003.75	-	-	-	-	75%	3,501.87	700.38	-	1,050.56
269	15020	HVAC FAU Marleth	11,203.00	-	-	-	-	-	100%	-	-	-	1,120.30
270	15020	HVAC Rough Duct	11,203.00	-	-	-	-	-	100%	-	-	-	1,120.60
271	15020	HVAC Condenser Marleth	11,203.00	11,203.00	-	-	-	-	0%	11,203.00	1,120.60	-	1,120.60
272	15020	HVAC Set Condenser	11,203.00	-	-	-	-	-	0%	11,203.00	-	-	-
273	15020	HVAC Set Tm	2,801.50	-	-	-	-	-	0%	2,801.50	-	-	-
274	15020	HVAC Set Up	2,801.50	-	-	-	-	-	0%	2,801.50	-	-	-

BUDGET CATEGORY	DESCRIPTION	QTY	UNIT	PRICE	TOTAL	PERCENT	REMARKS
275	15000 HVAC Pre-Check-Up Srt Piping	4,282.25		1,950.00	8,350.30	25%	
276	15000 HVAC Fan Materials	3,351.00		3,351.00	3,351.00	100%	
277	15000 HVAC Rough Duct	3,351.00		3,351.00	3,351.00	0%	
278	15000 HVAC Condenser Materials	3,351.00		3,351.00	3,351.00	0%	
279	15000 HVAC Srt Condensers	840.45		840.45	840.45	0%	
280	15000 HVAC Srt Ties	840.45		840.45	840.45	0%	
281	15000 HVAC Srt Scaffolds	840.45		840.45	840.45	0%	
282	15000 HVAC Pre-Check-Up Srt Piping	151,200.00		37,812.50	189,012.50	50%	
283	15000 HVAC Fan Materials	121,000.00		121,000.00	210,012.50	100%	
284	15000 HVAC Rough Duct	121,000.00		121,000.00	331,012.50	30%	
285	15000 HVAC Condenser Materials	121,000.00		121,000.00	452,012.50	25%	
286	15000 HVAC Srt Condensers	30,250.00		30,250.00	482,262.50	0%	
287	15000 HVAC Srt Ties	30,250.00		30,250.00	512,512.50	0%	
288	15000 HVAC Srt Scaffolds	30,250.00		30,250.00	542,762.50	0%	
289	15000 Plumbing Piping	10,173.00		9,985.54	20,158.54	98%	
290	15000 Plumbing Drainage and Backflow	52,200.00		52,200.00	72,367.54	98%	
291	15000 Plumbing UGS, Insulation Piping	32,207.00		31,992.85	104,360.39	98%	
292	15000 Plumbing UGS Storm Piping	37,378.00		36,928.44	141,288.83	98%	
293	15000 Plumbing Pre-Check-Up Services - Risk Protection	13,524.00		13,524.00	154,812.83	87%	
294	15000 Plumbing Backflow Water Services - Risk Protection	134,571.00		74,461.46	229,273.83	55%	
295	15000 Plumbing A/C Units & Vents	41,730.00		34,844.00	76,574.00	83%	
296	15000 Plumbing Drainage Counters	5,007.00		3,858.00	85,432.00	77%	
297	15000 Plumbing Shelves and Doors	3,707.00		3,032.00	88,464.00	82%	
298	15000 Plumbing A/C Storm Piping	5,287.00		3,172.00	91,636.00	60%	
299	15000 Plumbing A/C Domestic Water	65,999.00		26,399.00	118,035.00	40%	
300	15000 Plumbing A/C Gas Piping	12,000.00		7,400.00	125,435.00	62%	
301	15000 Plumbing Tubs & Hook-ups	10,654.00		1,065.40	126,500.40	10%	
302	15000 Plumbing Fixtures	19,118.00		1,911.80	128,412.20	10%	
303	15000 Plumbing Equipment	11,672.00		1,167.20	129,579.40	10%	
304	15000 Plumbing Condensate Piping	5,107.00		510.70	130,090.10	10%	
305	15000 Plumbing Drains	3,868.00		386.80	130,476.90	10%	
306	15000 Plumbing Manholes	750.00		75.00	130,551.90	10%	
307	15000 Plumbing Backflow Piping - Risk Protection	47,439.00		4,743.90	135,295.80	10%	
308	15000 Plumbing A/C Units & Vents	49,170.00		4,917.00	140,212.80	10%	
309	15000 Plumbing Drain Counters	5,207.00		520.70	140,733.50	10%	
310	15000 Plumbing Shelves and Doors	3,707.00		370.70	141,104.20	10%	
311	15000 Plumbing A/C Storm Piping	5,287.00		528.70	141,632.90	10%	
312	15000 Plumbing A/C Domestic Water	65,999.00		6,599.90	148,232.80	10%	
313	15000 Plumbing A/C Gas Piping	12,000.00		1,200.00	149,432.80	10%	
314	15000 Plumbing Tubs & Hook-ups	10,654.00		1,065.40	150,498.20	10%	
315	15000 Plumbing Fixtures	19,118.00		1,911.80	152,410.00	10%	
316	15000 Plumbing Equipment	11,672.00		1,167.20	153,577.20	10%	
317	15000 Plumbing Condensate Piping	5,107.00		510.70	154,087.90	10%	
318	15000 Plumbing Drains	3,868.00		386.80	154,474.70	10%	
319	15000 Plumbing Manholes	750.00		75.00	154,549.70	10%	
320	15000 Plumbing Backflow Piping - Risk Protection	47,439.00		4,743.90	159,293.60	10%	
321	15000 Plumbing A/C Units & Vents	49,170.00		4,917.00	164,210.60	10%	
322	15000 Plumbing Drain Counters	5,207.00		520.70	164,731.30	10%	
323	15000 Plumbing Shelves and Doors	3,707.00		370.70	165,102.00	10%	
324	15000 Plumbing A/C Storm Piping	5,287.00		528.70	165,630.70	10%	
325	15000 Plumbing A/C Domestic Water	65,999.00		6,599.90	172,230.60	10%	
326	15000 Plumbing A/C Gas Piping	12,000.00		1,200.00	173,430.60	10%	
327	15000 Plumbing Tubs & Hook-ups	10,654.00		1,065.40	174,496.00	10%	
328	15000 Plumbing Fixtures	19,118.00		1,911.80	176,407.80	10%	

BUILDING #	Category	Item	Unit	Quantity	Unit Price	Total Price	Material Price	Installation Price	Other Price	Subtotal	Percentage	Final Price
328	15010	Plumbing Exhaust Fan	1	11,672.00	-	11,672.00	-	-	-	11,672.00	10%	12,839.20
329	15010	Plumbing Condensate Piping	1	1,021.40	-	1,021.40	-	-	-	1,021.40	10%	1,123.54
330	15010	Plumbing Trenching	1	3,888.00	-	3,888.00	-	-	-	3,888.00	20%	4,665.60
331	15010	Plumbing Identification	1	750.00	-	750.00	-	-	-	750.00	5%	787.50
332	15010	Plumbing Installation - Fire Protection	1	750.00	-	750.00	-	-	-	750.00	5%	787.50
333	15010	Plumbing Installation - Fire Protection	1	750.00	-	750.00	-	-	-	750.00	5%	787.50
334	15010	Plumbing A/C White & Vent	1	43,720.00	-	43,720.00	-	-	-	43,720.00	70%	51,264.00
335	15010	Plumbing Drain / Condensate	1	6,207.00	-	6,207.00	-	-	-	6,207.00	50%	9,310.50
336	15010	Plumbing Exhaust Fan	1	3,407.00	-	3,407.00	-	-	-	3,407.00	50%	5,110.50
337	15010	Plumbing A/C Storm Piping	1	5,287.00	-	5,287.00	-	-	-	5,287.00	50%	7,930.50
338	15010	Plumbing A/C Storm Piping	1	5,287.00	-	5,287.00	-	-	-	5,287.00	50%	7,930.50
339	15010	Plumbing A/C Storm Piping	1	5,287.00	-	5,287.00	-	-	-	5,287.00	50%	7,930.50
340	15010	Plumbing A/C Storm Piping	1	5,287.00	-	5,287.00	-	-	-	5,287.00	50%	7,930.50
341	15010	Plumbing A/C Storm Piping	1	5,287.00	-	5,287.00	-	-	-	5,287.00	50%	7,930.50
342	15010	Plumbing A/C Storm Piping	1	5,287.00	-	5,287.00	-	-	-	5,287.00	50%	7,930.50
343	15010	Plumbing A/C Storm Piping	1	5,287.00	-	5,287.00	-	-	-	5,287.00	50%	7,930.50
344	15010	Plumbing A/C Storm Piping	1	5,287.00	-	5,287.00	-	-	-	5,287.00	50%	7,930.50
345	15010	Plumbing A/C Storm Piping	1	5,287.00	-	5,287.00	-	-	-	5,287.00	50%	7,930.50
346	15010	Plumbing A/C Storm Piping	1	5,287.00	-	5,287.00	-	-	-	5,287.00	50%	7,930.50
347	15010	Plumbing A/C Storm Piping	1	5,287.00	-	5,287.00	-	-	-	5,287.00	50%	7,930.50
348	15010	Plumbing A/C Storm Piping	1	5,287.00	-	5,287.00	-	-	-	5,287.00	50%	7,930.50
349	15010	Plumbing A/C Storm Piping	1	5,287.00	-	5,287.00	-	-	-	5,287.00	50%	7,930.50
350	15010	Plumbing A/C Storm Piping	1	5,287.00	-	5,287.00	-	-	-	5,287.00	50%	7,930.50
351	15010	Plumbing A/C Storm Piping	1	5,287.00	-	5,287.00	-	-	-	5,287.00	50%	7,930.50
352	15010	Plumbing A/C Storm Piping	1	5,287.00	-	5,287.00	-	-	-	5,287.00	50%	7,930.50
353	15010	Plumbing A/C Storm Piping	1	5,287.00	-	5,287.00	-	-	-	5,287.00	50%	7,930.50
354	15010	Plumbing A/C Storm Piping	1	5,287.00	-	5,287.00	-	-	-	5,287.00	50%	7,930.50
355	15010	Plumbing A/C Storm Piping	1	5,287.00	-	5,287.00	-	-	-	5,287.00	50%	7,930.50
356	15010	Plumbing A/C Storm Piping	1	5,287.00	-	5,287.00	-	-	-	5,287.00	50%	7,930.50
357	15010	Plumbing A/C Storm Piping	1	5,287.00	-	5,287.00	-	-	-	5,287.00	50%	7,930.50
358	15010	Plumbing A/C Storm Piping	1	5,287.00	-	5,287.00	-	-	-	5,287.00	50%	7,930.50
359	15010	Plumbing A/C Storm Piping	1	5,287.00	-	5,287.00	-	-	-	5,287.00	50%	7,930.50
360	15010	Plumbing A/C Storm Piping	1	5,287.00	-	5,287.00	-	-	-	5,287.00	50%	7,930.50
361	15010	Plumbing A/C Storm Piping	1	5,287.00	-	5,287.00	-	-	-	5,287.00	50%	7,930.50
362	15010	Plumbing A/C Storm Piping	1	5,287.00	-	5,287.00	-	-	-	5,287.00	50%	7,930.50
363	15010	Plumbing A/C Storm Piping	1	5,287.00	-	5,287.00	-	-	-	5,287.00	50%	7,930.50
364	15010	Plumbing A/C Storm Piping	1	5,287.00	-	5,287.00	-	-	-	5,287.00	50%	7,930.50
365	15010	Plumbing A/C Storm Piping	1	5,287.00	-	5,287.00	-	-	-	5,287.00	50%	7,930.50
366	15010	Plumbing A/C Storm Piping	1	5,287.00	-	5,287.00	-	-	-	5,287.00	50%	7,930.50
367	15010	Plumbing A/C Storm Piping	1	5,287.00	-	5,287.00	-	-	-	5,287.00	50%	7,930.50
368	15010	Plumbing A/C Storm Piping	1	5,287.00	-	5,287.00	-	-	-	5,287.00	50%	7,930.50
369	15010	Plumbing A/C Storm Piping	1	5,287.00	-	5,287.00	-	-	-	5,287.00	50%	7,930.50
370	15010	Plumbing A/C Storm Piping	1	5,287.00	-	5,287.00	-	-	-	5,287.00	50%	7,930.50
371	15010	Plumbing A/C Storm Piping	1	5,287.00	-	5,287.00	-	-	-	5,287.00	50%	7,930.50
372	15010	Plumbing A/C Storm Piping	1	5,287.00	-	5,287.00	-	-	-	5,287.00	50%	7,930.50
373	15010	Plumbing A/C Storm Piping	1	5,287.00	-	5,287.00	-	-	-	5,287.00	50%	7,930.50
374	15010	Plumbing A/C Storm Piping	1	5,287.00	-	5,287.00	-	-	-	5,287.00	50%	7,930.50
375	15010	Plumbing A/C Storm Piping	1	5,287.00	-	5,287.00	-	-	-	5,287.00	50%	7,930.50
376	15010	Plumbing A/C Storm Piping	1	5,287.00	-	5,287.00	-	-	-	5,287.00	50%	7,930.50
377	15010	Plumbing A/C Storm Piping	1	5,287.00	-	5,287.00	-	-	-	5,287.00	50%	7,930.50
378	15010	Plumbing A/C Storm Piping	1	5,287.00	-	5,287.00	-	-	-	5,287.00	50%	7,930.50
379	15010	Plumbing A/C Storm Piping	1	5,287.00	-	5,287.00	-	-	-	5,287.00	50%	7,930.50
380	15010	Plumbing A/C Storm Piping	1	5,287.00	-	5,287.00	-	-	-	5,287.00	50%	7,930.50
381	15010	Plumbing A/C Storm Piping	1	5,287.00	-	5,287.00	-	-	-	5,287.00	50%	7,930.50
382	15010	Plumbing A/C Storm Piping	1	5,287.00	-	5,287.00	-	-	-	5,287.00	50%	7,930.50
383	15010	Plumbing A/C Storm Piping	1	5,287.00	-	5,287.00	-	-	-	5,287.00	50%	7,930.50
384	15010	Plumbing A/C Storm Piping	1	5,287.00	-	5,287.00	-	-	-	5,287.00	50%	7,930.50
385	15010	Plumbing A/C Storm Piping	1	5,287.00	-	5,287.00	-	-	-	5,287.00	50%	7,930.50

812	4100	Heavy Duty	249,300.00	249,300.00	-	-	-	-	711.00	-	-	24,658.80	-	-	-	24,658.80
813	4100	Heavy Duty	310,700.00	310,700.00	-	-	-	-	-	-	-	-	-	-	-	-
814	4115	Gravel/Mud/Sand/Sprayer Parts	1,895.00	1,895.00	-	-	-	-	-	-	-	-	-	-	-	-
815	4115	Gravel/Mud/Sand/Sprayer Parts	51,243.72	51,243.72	-	-	-	-	-	-	-	-	-	-	-	-
816	8100	Franchise - 1st Level / Lumber, Hardw	199,015.00	199,015.00	-	-	-	-	-	-	-	-	-	-	-	-
817	8100	Franchise - 1st Level / Lumber, Hardw	245,918.00	245,918.00	-	-	-	-	-	-	-	-	-	-	-	-
818	8100	Franchise - 2nd Level / Lumber, Hardw	177,141.00	177,141.00	-	-	-	-	-	-	-	-	-	-	-	-
819	8100	Franchise - 2nd Level / Lumber, Hardw	228,547.00	228,547.00	-	-	-	-	-	-	-	-	-	-	-	-
820	8100	Franchise - 3rd Level / Lumber, Hardw	177,141.00	177,141.00	-	-	-	-	-	-	-	-	-	-	-	-
821	8100	Franchise - 3rd Level / Lumber, Hardw	228,547.00	228,547.00	-	-	-	-	-	-	-	-	-	-	-	-
822	8100	Franchise - 4th Level / Lumber, Hardw	162,032.00	162,032.00	-	-	-	-	-	-	-	-	-	-	-	-
823	8100	Franchise - 4th Level / Lumber, Hardw	146,541.00	146,541.00	-	-	-	-	-	-	-	-	-	-	-	-
824	8100	Franchise - 4th Level / Lumber, Hardw	61,648.00	61,648.00	-	-	-	-	-	-	-	-	-	-	-	-
825	8100	Franchise - 4th Level / Lumber, Hardw	173,580.00	173,580.00	-	-	-	-	-	-	-	-	-	-	-	-
826	8100	Franchise - 4th Level / Lumber, Hardw	900,000.00	900,000.00	-	-	-	-	-	-	-	-	-	-	-	-
827	7200	Mechanical - Pits/Covering	197,736.00	197,736.00	-	-	-	-	-	-	-	-	-	-	-	-
828	7100	Roofing	99,473.00	99,473.00	-	-	-	-	-	-	-	-	-	-	-	-
829	7100	Roofing	398,170.00	398,170.00	-	-	-	-	-	-	-	-	-	-	-	-
830	7100	Roofing	254,000.00	254,000.00	-	-	-	-	-	-	-	-	-	-	-	-
831	8500	Windows - Material Only	238,172.00	238,172.00	-	-	-	-	-	-	-	-	-	-	-	-
832	8500	Windows - Material Only	1,094,900.00	1,094,900.00	-	-	-	-	-	-	-	-	-	-	-	-
833	8500	Windows - Material Only	300,000.00	300,000.00	-	-	-	-	-	-	-	-	-	-	-	-
834	8500	Windows - Material Only	353,117.50	353,117.50	-	-	-	-	-	-	-	-	-	-	-	-
835	81000	Appliances (Refrigerator)	112,000.00	112,000.00	-	-	-	-	-	-	-	-	-	-	-	-
836	12000	Stoves	274,258.00	274,258.00	-	-	-	-	-	-	-	-	-	-	-	-
837	1500	Mechanical - Miscellaneous	72,500.00	72,500.00	-	-	-	-	-	-	-	-	-	-	-	-
838	1300	Mechanical - Miscellaneous	1,128.00	1,128.00	-	-	-	-	-	-	-	-	-	-	-	-
839	1310	Mechanical - Miscellaneous	1,737.15	1,737.15	-	-	-	-	-	-	-	-	-	-	-	-
840	1700	Mechanical - Miscellaneous	1,000.00	1,000.00	-	-	-	-	-	-	-	-	-	-	-	-
841	1500	HVAC - Fan Coil Unit	5,230.00	5,230.00	-	-	-	-	-	-	-	-	-	-	-	-
842	1500	HVAC - Fan Coil Unit	24,618.40	24,618.40	-	-	-	-	-	-	-	-	-	-	-	-
843	1500	HVAC - Fan Coil Unit	19,894.72	19,894.72	-	-	-	-	-	-	-	-	-	-	-	-
844	1500	HVAC - Fan Coil Unit	19,894.72	19,894.72	-	-	-	-	-	-	-	-	-	-	-	-
845	1500	HVAC - Fan Coil Unit	19,894.72	19,894.72	-	-	-	-	-	-	-	-	-	-	-	-
846	1500	HVAC - Fan Coil Unit	19,894.72	19,894.72	-	-	-	-	-	-	-	-	-	-	-	-
847	1500	HVAC - Fan Coil Unit	19,894.72	19,894.72	-	-	-	-	-	-	-	-	-	-	-	-
848	1500	HVAC - Fan Coil Unit	19,894.72	19,894.72	-	-	-	-	-	-	-	-	-	-	-	-
849	1500	HVAC - Fan Coil Unit	19,894.72	19,894.72	-	-	-	-	-	-	-	-	-	-	-	-
850	1500	HVAC - Fan Coil Unit	19,894.72	19,894.72	-	-	-	-	-	-	-	-	-	-	-	-
851	1500	HVAC - Fan Coil Unit	19,894.72	19,894.72	-	-	-	-	-	-	-	-	-	-	-	-
852	1500	HVAC - Fan Coil Unit	19,894.72	19,894.72	-	-	-	-	-	-	-	-	-	-	-	-
853	1500	HVAC - Fan Coil Unit	19,894.72	19,894.72	-	-	-	-	-	-	-	-	-	-	-	-
854	1500	HVAC - Fan Coil Unit	19,894.72	19,894.72	-	-	-	-	-	-	-	-	-	-	-	-
855	1500	HVAC - Fan Coil Unit	19,894.72	19,894.72	-	-	-	-	-	-	-	-	-	-	-	-
856	1500	HVAC - Fan Coil Unit	19,894.72	19,894.72	-	-	-	-	-	-	-	-	-	-	-	-
857	1500	HVAC - Fan Coil Unit	19,894.72	19,894.72	-	-	-	-	-	-	-	-	-	-	-	-
858	1500	HVAC - Fan Coil Unit	19,894.72	19,894.72	-	-	-	-	-	-	-	-	-	-	-	-
859	1500	HVAC - Fan Coil Unit	19,894.72	19,894.72	-	-	-	-	-	-	-	-	-	-	-	-
860	1500	HVAC - Fan Coil Unit	19,894.72	19,894.72	-	-	-	-	-	-	-	-	-	-	-	-
861	1500	HVAC - Fan Coil Unit	19,894.72	19,894.72	-	-	-	-	-	-	-	-	-	-	-	-
862	1500	HVAC - Fan Coil Unit	19,894.72	19,894.72	-	-	-	-	-	-	-	-	-	-	-	-
863	1500	HVAC - Fan Coil Unit	19,894.72	19,894.72	-	-	-	-	-	-	-	-	-	-	-	-
864	1500	HVAC - Fan Coil Unit	19,894.72	19,894.72	-	-	-	-	-	-	-	-	-	-	-	-
865	1500	HVAC - Fan Coil Unit	19,894.72	19,894.72	-	-	-	-	-	-	-	-	-	-	-	-
866	1500	HVAC - Fan Coil Unit	19,894.72	19,894.72	-	-	-	-	-	-	-	-	-	-	-	-
867	1500	HVAC - Fan Coil Unit	19,894.72	19,894.72	-	-	-	-	-	-	-	-	-	-	-	-
868	1500	HVAC - Fan Coil Unit	19,894.72	19,894.72	-	-	-	-	-	-	-	-	-	-	-	-
869	1500	HVAC - Fan Coil Unit	19,894.72	19,894.72	-	-	-	-	-	-	-	-	-	-	-	-

BUILDING 70 - CONTINUED												
ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT	TAX	TOTAL	DISCOUNT	NET	AMOUNT	TOTAL	
670	10000 HVAC Pre-Insulated for Sea Piche	21,888.87		18,444.44	8,508.66	-	-	-	-	9,337.77	930.67	2,538.11
671	10000 HVAC PDU Materials	25,351.13		25,351.13	-	-	-	-	-	-	-	2,538.11
672	10000 HVAC Supply Duct	25,351.13		-	12,875.57	-	-	-	-	-	-	1,207.36
673	10000 HVAC Condenser Materials	25,351.13		-	-	-	-	-	-	-	-	-
674	10000 HVAC Sea Condensers	5,337.78		-	-	-	-	-	-	-	-	-
675	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
676	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
677	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
678	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
679	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
680	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
681	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
682	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
683	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
684	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
685	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
686	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
687	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
688	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
689	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
690	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
691	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
692	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
693	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
694	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
695	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
696	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
697	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
698	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
699	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
700	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
701	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
702	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
703	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
704	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
705	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
706	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
707	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
708	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
709	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
710	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
711	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
712	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
713	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
714	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
715	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
716	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
717	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
718	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
719	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
720	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
721	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
722	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
723	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
724	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
725	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
726	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
727	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
728	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
729	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
730	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
731	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
732	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
733	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
734	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
735	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
736	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
737	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
738	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
739	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
740	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
741	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
742	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
743	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
744	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
745	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
746	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
747	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
748	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
749	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
750	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
751	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
752	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
753	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
754	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
755	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
756	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
757	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
758	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
759	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
760	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
761	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
762	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
763	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
764	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
765	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
766	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
767	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
768	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
769	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
770	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
771	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
772	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
773	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
774	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
775	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
776	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
777	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
778	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
779	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
780	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
781	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
782	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
783	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
784	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
785	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
786	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
787	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
788	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
789	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
790	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
791	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
792	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
793	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
794	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
795	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
796	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
797	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
798	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
799	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
800	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
801	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
802	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
803	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
804	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
805	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
806	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
807	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
808	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
809	10000 HVAC Sea Fan	5,337.78		-	-	-	-	-	-	-	-	-
810												



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 #10 (July 2008)
Payment Amount:	\$6,307,487.19

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: _____ APCO Construction _____

By: _____

Its: Division Manager/Treasurer _____

2500 N. Buffalo, Suite 140
Las Vegas, NV 89128
(702) 251-1150
FAX (702) 251-5918

DATE: 7-31-08
OWNER: Gemstone Development
LENDER: Scott Financial Corporation
PROJECT NAME: Manhattan West Phase 1 PROJECT #07-10-11Y-JO
PROJECT ADDRESS: Southeast Corner of Russell Road and Rocky Hill Street

WE WOULD LIKE TO REQUEST THE FOLLOWING FUNDS TO BE TRANSFERRED:

[illegible]

1. Contract more/less than original estimate.
2. All work completed, excess funds.
3. Approved Contract Change Order signed by Owner and Lender.
4. Other (please explain).

APCO CONSTRUCTION: _____ BY: _____
GEMSTONE DEVELOPMENT: _____ BY: _____
AGENT: NEVADA CONSTRUCTION SERVICES BY: _____
SCOTT FINANCIAL: _____ BY: _____

APCO-00035161

CIS BUDGET CHANGES JULY 2008

PHASE	DESCRIPTION	AS OF 6/30/08	Revised
2000 SITEWORK			
	2780 Unit Pavers	255,000.00	221,844.00
7000 THERMAL / MOISTURE PROTECTION			
	7720 Roof Hatches w/ladder	843,440.00	876,596.00

MANHATTAN WEST

SUB PYMT SUMMARY

APPLICATION #10

JULY 2008

SUBCONTRACTOR	GROSS BILLING	RET. AMT.	NET CHECK
ACCURACY GLASS AND MIRROR	\$ 271,651.58	\$ 70,750.00	\$ 200,901.58
ARCADIA, INC. - NV	\$ 426,040.00	\$ -	\$ 426,040.00
OLDCASTLE GLASS	\$ 9,808.42	\$ -	\$ 9,808.42
PREVIOUSLY PAID TO ACCURACY	\$ 100,000.00	\$ 10,000.00	\$ 90,000.00
TOTAL FOR ACCURACY GLASS	\$ 807,500.00	\$ 80,750.00	\$ 726,750.00
APCO CONSTRUCTION	\$ 467,096.97	\$ 68,468.87	\$ 398,628.10
WRG (JUNE PAYMENT)	\$ 5,000.00	\$ 250.00	\$ 4,750.00
WRG (JULY PAYMENT)	\$ 6,996.00	\$ 350.00	\$ 6,646.00
	\$ 479,092.97	\$ 69,068.87	\$ 410,024.10
BUCHELE, INC.	\$ 8,500.00	\$ 850.00	\$ 7,650.00
CABINETEC	\$ 179,180.00	\$ 17,918.00	\$ 161,262.00
CELL-CRETE FIREPROOFING	\$ 28,740.00	\$ 2,874.00	\$ 25,866.00
CREATIVE HOME THEATRE	\$ 27,860.81	\$ 2,786.00	\$ 25,074.81
DEPENDABLE GLASS AND MIRROR	\$ 54,450.00	\$ 5,445.00	\$ 49,005.00
DISTINCTIVE MARBLE	\$ 2,755.00	\$ 276.00	\$ 2,479.00
EXECUTIVE PLASTERING	\$ 502,497.80	\$ 50,250.00	\$ 452,247.80
HELIX ELECTRIC	\$ 566,950.00	\$ 56,695.00	\$ 510,255.00
HI-TECH FABRICATION	\$ 182,651.00	\$ -	\$ 182,651.00
INSULPRO PROJECTS	\$ 71,790.00	\$ 7,179.00	\$ 64,611.00
INTERSTATE PLUMBING AND AIR - HVAC	\$ 454,461.81	\$ 45,446.00	\$ 409,015.81
INTERSTATE PLUMBING AND AIR - PLUMB	\$ 331,987.77	\$ 33,199.00	\$ 298,788.77
JEFF HEIT PLUMBING AND FIRE	\$ 262,008.99	\$ 37,917.00	\$ 224,091.99
ADVANCE PYMT FOR PERMITS BY APCO	\$ 13,544.00		\$ 13,544.00
ADVANCE PYMT FOR PERMITS BY APCO	\$ 12,480.00		\$ 12,480.00
VIKING SUPPLY NET	\$ 85,951.24		\$ 85,951.24
HD SUPPLY WATERWORKS	\$ 3,215.18		\$ 3,215.18
FERGUSON FIRE & FABRICATION	\$ 1,972.59		\$ 1,972.59
TOTAL FOR JEFF HEIT PLUMBING	\$ 379,172.00	\$ 37,917.00	\$ 341,255.00
K & G CONSTRUCTION, INC.	\$ 258,250.00	\$ 25,825.00	\$ 232,425.00
NEVADA PREFAB ENGINEERS	\$ 768,534.63	\$ 76,853.00	\$ 691,681.63
NORTHSTAR CONCRETE	\$ 28,958.00	\$ -	\$ 28,958.00
OTIS ELEVATOR	\$ 150,256.00	\$ 15,026.00	\$ 135,230.00
PROFESSIONAL DOORS AND MILLWORKS	\$ 418,690.47	\$ 41,869.00	\$ 376,821.47
PRS (PROFESSIONAL ROOFING SERVICES)	\$ 304,602.95	\$ 43,690.00	\$ 260,912.95
ABC SUPPLY CO.	\$ 132,294.13		\$ 132,294.13
TOTAL FOR PRS	\$ 436,897.08	\$ 43,690.00	\$ 393,207.08
SIERRA WATERPROOFING	\$ 104,005.22	\$ 10,401.00	\$ 93,604.22
THYSSENKRUPP ELEVATOR	\$ 117,031.00	\$ 11,703.00	\$ 105,328.00
TRI-CITY DRYWALL	\$ 648,107.50	\$ 64,811.00	\$ 583,296.50
TOTAL OF ALL PAYMENTS:	\$ 7,008,319.06	\$ 700,831.87	\$ 6,307,487.19

APCO CONSTRUCTION	\$ 467,096.97	\$ 68,468.87	\$ 398,628.10
JOINT CHECK TO WRG (FOR JUNE 08)	\$ 5,000.00	\$ 250.00	\$ 4,750.00
JOINT CHECK TO WRG (FOR JULY 08)	\$ 6,996.00	\$ 350.00	\$ 6,646.00
PREVIOUSLY PAID TO ACCURACY	\$ 100,000.00	\$ 10,000.00	\$ 90,000.00
ADVANCE PYMT FOR PERMITS J HEIT	\$ 13,544.00		\$ 13,544.00
ADVANCE PYMT FOR PERMITS J HEIT	\$ 12,480.00		\$ 12,480.00
TOTAL FOR APCO	\$ 605,116.97	\$ 79,068.87	\$ 526,048.10

APCO-00035163

JA002263

**LINE ITEM BREAKDOWN
SUBCONTRACTOR SUMMARY**

3432 NORTH 5TH STREET
NORTH LAS VEGAS NV 890:
(702) 734-0198 PHONE
(702) 734-0396 FAX



MANHATTAN WEST

SUBCONTRACTOR

SUMMARY

APPLICATION #10

JULY 2008

SUBCONTRACTOR	GROSS BILLING
ACCURACY GLASS AND MIRROR	\$ 807,500.00
APCO CONSTRUCTION	\$ 479,092.97
BUCHELE, INC.	\$ 8,500.00
CABINETEC	\$ 179,180.00
CELL-CRETE FIREPROOFING	\$ 28,740.00
CREATIVE HOME THEATRE	\$ 27,860.81
DEPENDABLE GLASS AND MIRROR	\$ 54,450.00
DISTINCTIVE MARBLE	\$ 2,755.00
EXECUTIVE PLASTERING	\$ 502,497.80
HELIX ELECTRIC	\$ 566,950.00
HI-TECH FABRICATION	\$ 182,651.00
INSULPRO PROJECTS	\$ 71,790.00
INTERSTATE PLUMBING AND AIR	\$ 786,449.58
JEFF HEIT PLUMBING AND FIRE	\$ 379,172.00
K & G CONSTRUCTION, INC.	\$ 258,250.00
NEVADA PREFAB ENGINEERS	\$ 768,534.63
NORTHSTAR CONCRETE	\$ 28,958.00
OTIS ELEVATOR	\$ 150,256.00
PROFESSIONAL DOORS AND MILLWORKS	\$ 418,690.47
PRS (PROFESSIONAL ROOFING SERVICES)	\$ 436,897.08
SIERRA WATERPROOFING	\$ 104,005.22
THYSSENKRUPP ELEVATOR	\$ 117,031.00
TRI-CITY DRYWALL	\$ 648,107.50

TOTAL: \$ 7,008,319.06

APCO-00035165

LINE ITEM BREAKDOWN
(SORTED BY SUBCONTRACTORS
SEQUENTIALLY)

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 38

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CHRONOLOGICAL APPENDIX OF EXHIBITS

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
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 (1) 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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
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 <i>Ex Parte</i> 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- JA000379	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- JA000418	7
11-06-17	Peel Brimley Lien Claimants' Motion in Limine Nos. 1-6	JA000419- JA000428	7

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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 <i>in Limine</i> 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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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 <i>in Limine</i>	JA000590 JA000614	9
	Exhibit 1 – Second Amended Notice of taking NRCPP 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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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 <i>Limine</i> 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 <i>Limine</i> 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 <i>Limine</i>	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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 <i>En Banc</i> 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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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 <i>in Limine</i>	JA001644- JA001647	28

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Exhibit 9 - Amended <i>nunc pro tunc</i> order regarding APCO Construction, Inc.'s Omnibus Motion <i>in Limine</i> No. 7	JA001648- JA001650	28
	Exhibit 10 - Order Granting in Part and Denying in part Helix Electric of Nevada, LLC's Motions <i>in Limine</i> 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 <i>in Limine</i>	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 (<i>Admitted</i>)	JA001803- JA001825	30
	Trial Exhibit 2 – APCO/Gemstone General Construction Agreement (<i>Admitted</i>)	JA001826- JA001868	30
	Trial Exhibit 3 - Nevada Construction Services /Gemstone Cost Plus/GMP Contract Disbursement Agreement (<i>Admitted</i>)	JA001869- JA001884	30

¹ Filed January 31, 2018

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

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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

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

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

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

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	Trial Exhibit 510 - Unsigned Subcontract	JA003814- JA003927	61/62
	Trial Exhibit 512 - Helix's Lien Notice	JA003928- JA004034	62/63
	Trial Exhibit 522 - Camco Billing	JA004035- JA005281	63/64/65 /66/67/ 68/69/70/ 71/72 /73/74/75 /76/77
01-19-18	Order Denying APCO Construction's Motion for Reconsideration of Order Granting Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA005282- JA005283	78
01-18-18	Transcript – Bench Trial (Day 2)²	JA005284- JA005370	78
	Trial Exhibit 535 – Deposition Transcript of Andrew Rivera (Exhibit 99) (<i>Admitted</i>)	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 (<i>Admitted</i>)	JA005786- JA005801	80
	Trial Exhibit 314 - Declaration of Victor Fuchs in support of Helix's Motion for Partial Summary Judgment against Gemstone (<i>Admitted</i>)	JA005802- JA005804	80

² Filed January 31, 201879

³ Filed January 31, 2018

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 320 – June-August Billings—not paid to APCO (<i>Admitted</i>)	JA005805	80
	Trial Exhibit 321 – Overpayments to Cabinetec (<i>Admitted</i>)	JA005806-	80
	Trial Exhibit 536 – Lien math calculations (handwritten) (<i>Admitted</i>)	JA005807- JA005808	80
	Trial Exhibit 804 – Camco Correspondence (<i>Admitted</i>)	JA005809- JA005816	80
	Trial Exhibit 3176 – APCO Notice of Lien (<i>Admitted</i>)	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Exhibit 7B – Time Recap	JA006443- JA006474	88
	Exhibit 8 – Declaration of Cody S. Munteer, 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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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	90/91
	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 Munteer 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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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 <i>En Banc</i> 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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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 <i>in Limine</i>	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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
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	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

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

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

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

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

ALPHABETICAL APPENDIX OF EXHIBITS

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08-05-09	APCO's Answer to Helix's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA000016 – JA000030	1
05-08-18	APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.	JA006265- JA006284	85
	Exhibit 1 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA006285- JA006356	85/86
	Exhibit 2 – National Wood Products, Inc.'s Notice of Motion and Motion to Intervene and Memorandum of Points and Authorities in Support Thereof	JA006357- JA006369	86
	Exhibit 3 – Plaintiff in Intervention, National Wood Products, Inc.'s Findings of Fact and Conclusions of Law (Proposed)	JA006370- JA006385	86/87
	Exhibit 4 – Plaintiff in Intervention, National Wood Productions, Inc.'s Findings of Fact and Conclusions of Law Re Camco	JA006386- JA006398	87
	Exhibit 5 – Offer of Judgment to Helix Electric of Nevada, LLC	JA006399- JA006402	87
	Exhibit 6 – Offer of Judgment to Plaintiff in Intervention National Wood Products, Inc.	JA006403- JA006406	87
	Exhibit 7 – Declaration of John Randall Jefferies, Esq. in Support of APCO Construction, Inc.'s Motion for Attorney's Fees and Costs	JA006407- JA006411	87
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	Exhibit 7B – Time Recap	JA006443- JA006474	88
	Exhibit 8 – Declaration of Cody S. Mounter, 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

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

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	Exhibit 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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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
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	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

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

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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 <i>in Limine</i> 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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
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	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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 Cabenotec 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
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	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
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	Exhibit 10HH – APCO Construction’s Answer to HD Supply Waterworks’ Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008643- JA008657	112
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	Exhibit 5 - Excerpts from the Deposition Transcript of David E. Parry taken June 20, 2017	JA001065 JA001132	20/21
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03-23-18	Helix Electric of Nevada, LLC's Responses to APCO Construction's Post-Trial Brief	JA006173- JA006193	84
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	Exhibit 2 – Helix Trial Exhibits	JA001615- JA001616	28
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03-08-18	Letter to Judge Denton submitting APCO Construction, Inc.'s Proposed Findings of Fact and Conclusions of Law	JA005986- JA006058	8/821
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	Exhibit 7 – Order Approving Sale of Property	JA001314- JA001376	25/26
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	Exhibit 10 – Order Granting Peel Brimley Lien Claimants’ Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA001386- JA001392	26
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	Exhibit 13 – Appellant’s Opening Brief (Padilla v. Big D)	JA001436- JA001469	26
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09-28-18	Notice of Entry of Order (1) Granting APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs (2) Granting APCO Construction, Inc.'s Memorandum of Costs in Part (3) Granting Helix Electric of Nevada, LLC's Motion to Retax in Part and Denying in Part (4) Granting Plaintiff in Intervention National Wood Products, LLC's Motion to Retax in Part and Denying in Part and (5) Granting National Wood Products, Inc.'s Motion to File a Surreply	JA007281- JA007299	100
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01-19-18	Order Denying APCO Construction's Motion for Reconsideration of Order Granting Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA005282- JA005283	78
07-12-19	Order Dismissing Appeal (Case No. 76276)	JA007332- JA007334	101
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08-02-17	Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements and <i>Ex Parte</i> Application for Order Shortening Time	JA000328- JA000342	6
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	Exhibit 2 – Camco Pacific Construction Company, Inc.'s Responses to Helix Electric of Nevada, LLC's Interrogatories	JA000380- JA000392	6
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	Exhibit 2 – Amended Notices of 30(b)(6) Deposition of Camco Pacific Construction Company, Inc. from Cactus Rose Construction, Inc., Fast Glass, Inc.’s, Heinaman Contract Glazing, Inc. and Helix Electric of Nevada, LLC’s	JA000436- JA000472	7/8
	Exhibit 3 – Excerpt from David E. Parry’s Deposition Transcript taken June 20, 2017	JA000473 JA00489	8
	Exhibit 4 – Cactus Rose Construction, Inc.’s First Set of Request for Admissions to Camco Pacific Construction	JA00490 JA000500	8
	Exhibit 5 – Fast Glass, Inc.’s First Set of Request for Admissions to Camco Pacific Construction	JA000501- JA000511	8
	Exhibit 6 – Heinaman Contract Glazing, Inc.’s First Set of Request for Admissions to Camco Pacific Construction	JA000512- JA000522	8
	Exhibit 7 – Helix Electric of Nevada, LLC’s First Set of Request for Admissions to Camco Pacific Construction	JA000523- JA000533	8
09-28-17	Peel Brimley Lien Claimants’ Reply to Oppositions to Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA000413- JA00418	7
01-09-18	Peel Brimley Lien Claimants’ Opposition to APCO Construction’s Motion for Reconsideration of Order Granting Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA001552- JA001560	27
06-18-18	Plaintiff in Intervention National Wood Products, Inc.’s Joinder to Helix Electric of Nevada, LLC’s Opposition	JA007190- JA007192	99

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07-19-18	Plaintiff-in-Intervention National Wood Products, Inc.'s Surreply to APCO Construction's Reply to Plaintiff-in-Intervention National Wood Products, Inc.'s Opposition to Motion for Attorney's Fees and Costs	JA007246- JA007261	100
01-10-18	Reply in Support of Motion for Reconsideration of Court's Order Granting Peel Brimley Lien Claimants' Partial Motion for Summary Judgment to Preclude Defenses Based on Pay-if-Paid Provisions on an Order Shortening Time	JA001561- JA001573	27
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	APCO Related Exhibits:		
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	Trial Exhibit 8 - APCO Pay Application No. 10 as submitted to Owner	JA002244- JA002282	37/38
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	Trial Exhibit 20 – Video (Construction Project)	JA002288	N/A
	Trial Exhibit 21 – Video (Construction Project)	JA002289	N/A
	Trial Exhibit 22 – Video (Construction Project)	JA002290	N/A
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	Trial Exhibit 32 and 125 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixture installed)	JA002307- JA002308	39
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	Trial Exhibit 66 - Letter of transmittal from Helix to APCO re: Helix Pay Application No. 16713-011R1	JA002424- JA002433	43
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	Trial Exhibit 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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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:		

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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	63/64/65/66/6 7/ 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

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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 162 - Amended and Restated General Construction Agreement between Gemstone and CAMCO (<i>Admitted</i>)	JA002147- JA002176	35/36
	Trial Exhibit 212 - Letter from Edelstein to R. Nickerl re: NRS 624 Notice (<i>Admitted</i>)	JA002177- JA002181	36
	Trial Exhibit 215 - Email from C. Colligan to Subcontractors re: 48-hour Termination Notice (<i>Admitted</i>)	JA002182- JA002185	36
	Trial Exhibit 216 - Email from C. Colligan re: Meeting with Subcontractors (<i>Admitted</i>)	JA002186- JA002188	36
	Trial Exhibit 506 – Email and Contract Revisions (<i>Admitted</i>)	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) (<i>Admitted</i>)	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 (<i>Admitted</i>)	JA005786- JA005801	80
	Trial Exhibit 314 - Declaration of Victor Fuchs in support of Helix’s Motion for Partial Summary Judgment against Gemstone (<i>Admitted</i>)	JA005802- JA005804	80
	Trial Exhibit 320 – June-August Billings—not paid to APCO (<i>Admitted</i>)	JA005805	80
	Trial Exhibit 321 – Overpayments to Cabinetec (<i>Admitted</i>)	JA005806-	80

⁶ Filed January 31, 201879

⁷ Filed January 31, 2018

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 536 – Lien math calculations (handwritten) (<i>Admitted</i>)	JA005807- JA005808	80
	Trial Exhibit 804 – Camco Correspondence (<i>Admitted</i>)	JA005809- JA005816	80
	Trial Exhibit 3176 – APCO Notice of Lien (<i>Admitted</i>)	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

3432 NORTH 5TH STREET
 NORTH LAS VEGAS NV 89032
 (702) 734-0198 PHONE
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**MANHATTAN WEST
 APPLICATION #10**

**: ITEM CONSOLIDATION
 JULY 2008**

SUBCONTRACTOR	AMOUNT	LINE
Buche, Inc.	\$ 8,500.00	10
APCO Construction	\$ 565.25	27
APCO Construction	\$ 10,200.00	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
Hi-Tech Fabrication, Inc.	\$ 78,568.00	47
Nevada Prefab Engineers	\$ 205,996.91	47
Professional Doors & Millworks	\$ 19,592.46	48
Professional Roofing Services (PRS)	\$ 238,002.80	51
Sierra Waterproofing	\$ 33,677.56	52
Executive Plastering	\$ 126,662.80	53
Tri-City Drywall	\$ 30,000.00	56
Interstate Plumbing and Air	\$ 9,362.50	65
Interstate Plumbing and Air	\$ 5,992.00	66
Interstate Plumbing and Air	\$ 8,988.00	67
Interstate Plumbing and Air	\$ 10,804.00	79
Interstate Plumbing and Air	\$ 1,033.08	80
Interstate Plumbing and Air	\$ 4,565.80	81
Interstate Plumbing and Air	\$ 7,876.60	82
Interstate Plumbing and Air	\$ 816.40	83
Jeff Heit Plumbing	\$ 75,970.00	86
Helix Electric	\$ 3,000.00	93
Helix Electric	\$ 7,500.00	96
Helix Electric	\$ 17,500.00	102
APCO Construction	\$ 61,280.34	104
APCO Construction	\$ 6,927.50	106
APCO Construction	\$ 8,000.00	112
Northstar Concrete	\$ 7,000.00	112
APCO Construction	\$ 9,158.00	116
Northstar Concrete	\$ 14,958.00	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
Hi-Tech Fabrication, Inc.	\$ 63,640.00	124
Nevada Prefab Engineers	\$ 116,820.80	124
Professional Doors & Millworks	\$ 19,581.33	125

SUBCONTRACTOR	AMOUNT	LINE
Professional Roofing Services (PRS)	\$ 189,430.80	128
Sierra Waterproofing	\$ 68,377.13	129
Dependable Glass and Mirror	\$ 54,450.00	132
Tri-City Drywall	\$ 70,000.00	133
Interstate Plumbing and Air	\$ 5,992.00	143
Interstate Plumbing and Air	\$ 10,804.00	156
Interstate Plumbing and Air	\$ 2,582.70	157
Interstate Plumbing and Air	\$ 4,565.80	158
Interstate Plumbing and Air	\$ 7,876.60	159
Interstate Plumbing and Air	\$ 816.40	160
Jeff Heit Plumbing	\$ 231,850.00	163
Helix Electric	\$ 3,000.00	170
Helix Electric	\$ 7,500.00	172
Helix Electric	\$ 10,000.00	173
Helix Electric	\$ 10,000.00	174
Helix Electric	\$ 13,000.00	175
Helix Electric	\$ 5,000.00	176
Helix Electric	\$ 5,000.00	177
Helix Electric	\$ 5,000.00	178
Helix Electric	\$ 5,000.00	179
APCO Construction	\$ 65,285.12	181
APCO Construction	\$ 8,000.00	198
Northstar Concrete	\$ 7,000.00	198
Hi-Tech Fabrication, Inc.	\$ 40,443.00	201
Nevada Prefab Engineers	\$ 375,765.20	201
Professional Doors & Millworks	\$ 155,434.19	203
Cell-Crete Fireproofing	\$ 28,740.00	204
Sierra Waterproofing	\$ 1,950.53	207
Accuracy Glass and Mirror	\$ 807,500.00	208
Tri-City Drywall	\$ 213,975.00	209
Otis Elevator	\$ 150,256.00	213
Interstate Plumbing and Air	\$ 2,101.13	219
Interstate Plumbing and Air	\$ 672.36	221
Interstate Plumbing and Air	\$ 7,003.75	226
Interstate Plumbing and Air	\$ 2,241.20	228
Interstate Plumbing and Air	\$ 7,003.75	233
Interstate Plumbing and Air	\$ 6,723.60	235
Interstate Plumbing and Air	\$ 7,003.75	240
Interstate Plumbing and Air	\$ 11,206.00	242
Interstate Plumbing and Air	\$ 7,003.75	247
Interstate Plumbing and Air	\$ 11,206.00	249
Interstate Plumbing and Air	\$ 11,206.00	256
Interstate Plumbing and Air	\$ 2,801.50	263
Interstate Plumbing and Air	\$ 45,375.00	282
Interstate Plumbing and Air	\$ 60,500.00	284
Interstate Plumbing and Air	\$ 30,250.00	285
Interstate Plumbing and Air	\$ 4,373.00	295

SUBCONTRACTOR	AMOUNT	LINE
Interstate Plumbing and Air	\$ 310.35	296
Interstate Plumbing and Air	\$ 1,057.40	298
Interstate Plumbing and Air	\$ 19,799.70	299
Interstate Plumbing and Air	\$ 3,608.70	300
Interstate Plumbing and Air	\$ 1,068.40	301
Interstate Plumbing and Air	\$ 1,911.80	302
Interstate Plumbing and Air	\$ 1,167.20	303
Interstate Plumbing and Air	\$ 1,021.40	304
Interstate Plumbing and Air	\$ 386.80	305
Interstate Plumbing and Air	\$ 753.80	307
Interstate Plumbing and Air	\$ 8,746.00	308
Interstate Plumbing and Air	\$ 1,241.40	309
Interstate Plumbing and Air	\$ 370.70	310
Interstate Plumbing and Air	\$ 1,057.40	311
Interstate Plumbing and Air	\$ 13,199.80	312
Interstate Plumbing and Air	\$ 4,811.60	313
Interstate Plumbing and Air	\$ 4,273.60	314
Interstate Plumbing and Air	\$ 1,911.80	315
Interstate Plumbing and Air	\$ 1,167.20	316
Interstate Plumbing and Air	\$ 1,021.40	317
Interstate Plumbing and Air	\$ 773.60	318
Interstate Plumbing and Air	\$ 753.80	320
Interstate Plumbing and Air	\$ 8,746.00	321
Interstate Plumbing and Air	\$ 1,241.40	322
Interstate Plumbing and Air	\$ 370.70	323
Interstate Plumbing and Air	\$ 1,057.40	324
Interstate Plumbing and Air	\$ 13,199.80	325
Interstate Plumbing and Air	\$ 3,608.70	326
Interstate Plumbing and Air	\$ 2,136.80	327
Interstate Plumbing and Air	\$ 1,911.80	328
Interstate Plumbing and Air	\$ 1,167.20	329
Interstate Plumbing and Air	\$ 1,021.40	330
Interstate Plumbing and Air	\$ 773.60	331
Interstate Plumbing and Air	\$ 753.80	333
Interstate Plumbing and Air	\$ 4,373.00	334
Interstate Plumbing and Air	\$ 1,241.40	335
Interstate Plumbing and Air	\$ 370.70	336
Interstate Plumbing and Air	\$ 1,586.10	337
Interstate Plumbing and Air	\$ 19,799.70	338
Interstate Plumbing and Air	\$ 4,811.60	339
Interstate Plumbing and Air	\$ 1,068.40	340
Interstate Plumbing and Air	\$ 1,911.80	341
Interstate Plumbing and Air	\$ 1,167.20	342
Interstate Plumbing and Air	\$ 1,021.40	343
Interstate Plumbing and Air	\$ 773.60	344
Interstate Plumbing and Air	\$ 753.80	346
Interstate Plumbing and Air	\$ 4,373.00	347

SUBCONTRACTOR	AMOUNT	LINE
Interstate Plumbing and Air	\$ 620.70	348
Interstate Plumbing and Air	\$ 370.70	349
Interstate Plumbing and Air	\$ 793.05	350
Interstate Plumbing and Air	\$ 6,599.90	351
Interstate Plumbing and Air	\$ 2,405.80	352
Interstate Plumbing and Air	\$ 1,068.40	353
Interstate Plumbing and Air	\$ 955.90	354
Interstate Plumbing and Air	\$ 1,167.20	355
Interstate Plumbing and Air	\$ 1,021.40	356
Interstate Plumbing and Air	\$ 386.80	357
Interstate Plumbing and Air	\$ 753.80	359
Interstate Plumbing and Air	\$ 4,373.00	360
Interstate Plumbing and Air	\$ 1,241.40	361
Interstate Plumbing and Air	\$ 370.70	362
Interstate Plumbing and Air	\$ 528.70	363
Interstate Plumbing and Air	\$ 6,599.90	364
Jeff Heit Plumbing	\$ 28,167.00	372
Interstate Plumbing and Air	\$ 741.40	375
Jeff Heit Plumbing	\$ 28,167.00	385
Helix Electric	\$ 44,000.00	419
Helix Electric	\$ 120,000.00	420
Creative Home Theatre	\$ 13,872.00	421
Helix Electric	\$ 5,000.00	421
Helix Electric	\$ 29,000.00	427
Helix Electric	\$ 38,550.00	429
Helix Electric	\$ 28,650.00	431
Helix Electric	\$ 18,750.00	433
Helix Electric	\$ 18,750.00	435
Helix Electric	\$ 18,750.00	437
Helix Electric	\$ 9,000.00	441
APCO Construction	\$ 171,971.90	443
APCO Construction	\$ 139.50	445
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
Distinctive Marble	\$ 865.00	460
Nevada Prefab Engineers	\$ 18,668.00	461
CabineTec	\$ 88,545.00	472
Professional Doors & Millworks	\$ 145,538.81	472
Insulpro Projects	\$ 31,305.00	473
Professional Roofing Services (PRS)	\$ 3,154.76	474
Executive Plastering	\$ 137,042.50	476
Tri-City Drywall	\$ 116,500.00	478
Interstate Plumbing and Air	\$ 19,694.72	490
Interstate Plumbing and Air	\$ 4,923.68	492
Interstate Plumbing and Air	\$ 19,694.72	497

SUBCONTRACTOR	AMOUNT	LINE
Interstate Plumbing and Air	\$ 4,923.68	499
Interstate Plumbing and Air	\$ 19,694.72	504
Interstate Plumbing and Air	\$ 4,923.68	506
Interstate Plumbing and Air	\$ 3,704.00	534
Interstate Plumbing and Air	\$ 8,326.95	547
Interstate Plumbing and Air	\$ 3,195.00	548
Interstate Plumbing and Air	\$ 506.00	552
Interstate Plumbing and Air	\$ 3,704.00	558
Interstate Plumbing and Air	\$ 3,195.00	560
Interstate Plumbing and Air	\$ 3,426.40	562
Interstate Plumbing and Air	\$ 2,530.00	564
Jeff Heit Plumbing	\$ 15,018.00	564
Interstate Plumbing and Air	\$ 1,553.55	569
Interstate Plumbing and Air	\$ 7,408.00	570
Interstate Plumbing and Air	\$ 3,993.75	572
Interstate Plumbing and Air	\$ 428.30	574
Interstate Plumbing and Air	\$ 506.00	576
Helix Electric	\$ 5,000.00	579
Helix Electric	\$ 45,000.00	584
Helix Electric	\$ 8,000.00	585
Helix Electric	\$ 10,000.00	586
Helix Electric	\$ 3,500.00	589
Helix Electric	\$ 3,500.00	591
APCO Construction	\$ 56,646.94	597
APCO Construction	\$ 139.50	599
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
Distinctive Marble	\$ 1,890.00	614
Nevada Prefab Engineers	\$ 51,283.72	615
CabineTec	\$ 90,635.00	626
Professional Doors & Millworks	\$ 78,543.68	626
Insulpro Projects	\$ 40,485.00	627
Professional Roofing Services (PRS)	\$ 6,308.72	628
Executive Plastering	\$ 238,792.50	630
Tri-City Drywall	\$ 217,632.50	632
ThyssenKrupp Elevator	\$ 117,031.00	636
Interstate Plumbing and Air	\$ 14,771.04	644
Interstate Plumbing and Air	\$ 984.74	646
Interstate Plumbing and Air	\$ 19,694.72	651
Interstate Plumbing and Air	\$ 984.74	653
Interstate Plumbing and Air	\$ 19,694.72	658
Interstate Plumbing and Air	\$ 984.74	660
Interstate Plumbing and Air	\$ 984.74	667
Interstate Plumbing and Air	\$ 9,506.66	670
Interstate Plumbing and Air	\$ 12,675.57	672

SUBCONTRACTOR	AMOUNT	LINE
Interstate Plumbing and Air	\$ 1,852.00	688
Interstate Plumbing and Air	\$ 4,792.50	690
Interstate Plumbing and Air	\$ 1,012.00	694
Interstate Plumbing and Air	\$ 932.13	699
Interstate Plumbing and Air	\$ 11,102.60	701
Interstate Plumbing and Air	\$ 1,597.50	702
Interstate Plumbing and Air	\$ 923.80	709
Interstate Plumbing and Air	\$ 3,966.55	710
Interstate Plumbing and Air	\$ 1,553.55	711
Interstate Plumbing and Air	\$ 3,704.00	712
Interstate Plumbing and Air	\$ 6,390.00	714
Interstate Plumbing and Air	\$ 1,713.20	716
Interstate Plumbing and Air	\$ 1,012.00	718
Interstate Plumbing and Air	\$ 2,192.79	719
Interstate Plumbing and Air	\$ 216.98	720
Interstate Plumbing and Air	\$ 554.28	721
Interstate Plumbing and Air	\$ 2,379.93	722
Interstate Plumbing and Air	\$ 932.13	723
Interstate Plumbing and Air	\$ 1,852.00	724
Interstate Plumbing and Air	\$ 3,195.00	726
Interstate Plumbing and Air	\$ 856.60	728
Interstate Plumbing and Air	\$ 1,012.00	730
Helix Electric	\$ 4,000.00	734
Helix Electric	\$ 45,000.00	738
Helix Electric	\$ 4,000.00	739
Helix Electric	\$ 10,000.00	740
Helix Electric	\$ 3,500.00	743
Helix Electric	\$ 3,500.00	745
APCO Construction	\$ 76,507.71	751
APCO Construction	\$ 574.38	787
Interstate Plumbing and Air	\$ 10,913.45	787
APCO Construction	\$ 2,462.08	788
Interstate Plumbing and Air	\$ 46,779.20	788
APCO Construction	\$ 1,234.75	803
Creative Home Theatre	\$ 13,988.81	803

TOTAL: \$ 7,008,319.06

LINE ITEM BREAKDOWN
(SORTED BY SUBCONTRACTORS
ALPHABETICALLY)

3432 NORTH 5TH STREET
 NORTH LAS VEGAS NV 89032
 (702) 734-0198 PHONE
 (702) 734-0396 FAX



MANHATTAN WEST
APPLICATION #10

: ITEM CONSOLIDATION
JULY 2008

SUBCONTRACTOR	AMOUNT	LINE ITEM
Accuracy Glass and Mirror	\$ 807,500.00	208
APCO Construction	\$ 565.25	27
APCO Construction	\$ 10,200.00	29
APCO Construction	\$ 61,280.34	104
APCO Construction	\$ 6,927.50	106
APCO Construction	\$ 8,000.00	112
APCO Construction	\$ 9,158.00	116
APCO Construction	\$ 65,285.12	181
APCO Construction	\$ 8,000.00	198
APCO Construction	\$ 171,971.90	443
APCO Construction	\$ 139.50	445
APCO Construction	\$ 56,646.94	597
APCO Construction	\$ 139.50	599
APCO Construction	\$ 76,507.71	751
APCO Construction	\$ 574.38	787
APCO Construction	\$ 2,462.08	788
APCO Construction	\$ 1,234.75	803
Buchele, Inc.	\$ 8,500.00	10
CabineTec	\$ 88,545.00	472
CabineTec	\$ 90,635.00	626
Cell-Crete Fireproofing	\$ 28,740.00	204
Creative Home Theatre	\$ 13,872.00	421
Creative Home Theatre	\$ 13,988.81	803
Dependable Glass and Mirror	\$ 54,450.00	132
Distinctive Marble	\$ 865.00	460
Distinctive Marble	\$ 1,890.00	614
Executive Plastering	\$ 126,662.80	53
Executive Plastering	\$ 137,042.50	476
Executive Plastering	\$ 238,792.50	630
Helix Electric	\$ 3,000.00	93
Helix Electric	\$ 7,500.00	96
Helix Electric	\$ 17,500.00	102
Helix Electric	\$ 3,000.00	170
Helix Electric	\$ 7,500.00	172
Helix Electric	\$ 10,000.00	173
Helix Electric	\$ 10,000.00	174

SUBCONTRACTOR	AMOUNT	LINE ITEM
Helix Electric	\$ 13,000.00	175
Helix Electric	\$ 5,000.00	176
Helix Electric	\$ 5,000.00	177
Helix Electric	\$ 5,000.00	178
Helix Electric	\$ 5,000.00	179
Helix Electric	\$ 44,000.00	419
Helix Electric	\$ 120,000.00	420
Helix Electric	\$ 5,000.00	421
Helix Electric	\$ 29,000.00	427
Helix Electric	\$ 38,550.00	429
Helix Electric	\$ 28,650.00	431
Helix Electric	\$ 18,750.00	433
Helix Electric	\$ 18,750.00	435
Helix Electric	\$ 18,750.00	437
Helix Electric	\$ 9,000.00	441
Helix Electric	\$ 5,000.00	579
Helix Electric	\$ 45,000.00	584
Helix Electric	\$ 8,000.00	585
Helix Electric	\$ 10,000.00	586
Helix Electric	\$ 3,500.00	589
Helix Electric	\$ 3,500.00	591
Helix Electric	\$ 4,000.00	734
Helix Electric	\$ 45,000.00	738
Helix Electric	\$ 4,000.00	739
Helix Electric	\$ 10,000.00	740
Helix Electric	\$ 3,500.00	743
Helix Electric	\$ 3,500.00	745
Hi-Tech Fabrication, Inc.	\$ 78,568.00	47
Hi-Tech Fabrication, Inc.	\$ 63,640.00	124
Hi-Tech Fabrication, Inc.	\$ 40,443.00	201
Insulpro Projects	\$ 31,305.00	473
Insulpro Projects	\$ 40,485.00	627
Interstate Plumbing and Air	\$ 9,362.50	65
Interstate Plumbing and Air	\$ 5,992.00	66
Interstate Plumbing and Air	\$ 8,988.00	67
Interstate Plumbing and Air	\$ 10,804.00	79
Interstate Plumbing and Air	\$ 1,033.08	80
Interstate Plumbing and Air	\$ 4,565.80	81
Interstate Plumbing and Air	\$ 7,876.60	82
Interstate Plumbing and Air	\$ 816.40	83
Interstate Plumbing and Air	\$ 5,992.00	143
Interstate Plumbing and Air	\$ 10,804.00	156
Interstate Plumbing and Air	\$ 2,582.70	157
Interstate Plumbing and Air	\$ 4,565.80	158

SUBCONTRACTOR	AMOUNT	LINE ITEM
Interstate Plumbing and Air	\$ 7,876.60	159
Interstate Plumbing and Air	\$ 816.40	160
Interstate Plumbing and Air	\$ 2,101.13	219
Interstate Plumbing and Air	\$ 672.36	221
Interstate Plumbing and Air	\$ 7,003.75	226
Interstate Plumbing and Air	\$ 2,241.20	228
Interstate Plumbing and Air	\$ 7,003.75	233
Interstate Plumbing and Air	\$ 6,723.60	235
Interstate Plumbing and Air	\$ 7,003.75	240
Interstate Plumbing and Air	\$ 11,206.00	242
Interstate Plumbing and Air	\$ 7,003.75	247
Interstate Plumbing and Air	\$ 11,206.00	249
Interstate Plumbing and Air	\$ 11,206.00	256
Interstate Plumbing and Air	\$ 2,801.50	263
Interstate Plumbing and Air	\$ 45,375.00	282
Interstate Plumbing and Air	\$ 60,500.00	284
Interstate Plumbing and Air	\$ 30,250.00	285
Interstate Plumbing and Air	\$ 4,373.00	295
Interstate Plumbing and Air	\$ 310.35	296
Interstate Plumbing and Air	\$ 1,057.40	298
Interstate Plumbing and Air	\$ 19,799.70	299
Interstate Plumbing and Air	\$ 3,608.70	300
Interstate Plumbing and Air	\$ 1,068.40	301
Interstate Plumbing and Air	\$ 1,911.80	302
Interstate Plumbing and Air	\$ 1,167.20	303
Interstate Plumbing and Air	\$ 1,021.40	304
Interstate Plumbing and Air	\$ 386.80	305
Interstate Plumbing and Air	\$ 753.80	307
Interstate Plumbing and Air	\$ 8,746.00	308
Interstate Plumbing and Air	\$ 1,241.40	309
Interstate Plumbing and Air	\$ 370.70	310
Interstate Plumbing and Air	\$ 1,057.40	311
Interstate Plumbing and Air	\$ 13,199.80	312
Interstate Plumbing and Air	\$ 4,811.60	313
Interstate Plumbing and Air	\$ 4,273.60	314
Interstate Plumbing and Air	\$ 1,911.80	315
Interstate Plumbing and Air	\$ 1,167.20	316
Interstate Plumbing and Air	\$ 1,021.40	317
Interstate Plumbing and Air	\$ 773.60	318
Interstate Plumbing and Air	\$ 753.80	320
Interstate Plumbing and Air	\$ 8,746.00	321
Interstate Plumbing and Air	\$ 1,241.40	322
Interstate Plumbing and Air	\$ 370.70	323
Interstate Plumbing and Air	\$ 1,057.40	324

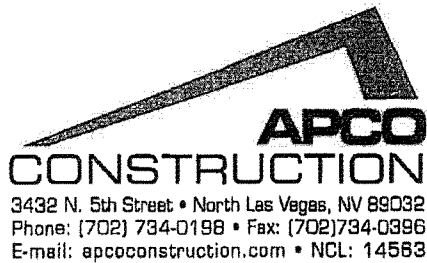
SUBCONTRACTOR	AMOUNT	LINE ITEM
Interstate Plumbing and Air	\$ 13,199.80	325
Interstate Plumbing and Air	\$ 3,608.70	326
Interstate Plumbing and Air	\$ 2,136.80	327
Interstate Plumbing and Air	\$ 1,911.80	328
Interstate Plumbing and Air	\$ 1,167.20	329
Interstate Plumbing and Air	\$ 1,021.40	330
Interstate Plumbing and Air	\$ 773.60	331
Interstate Plumbing and Air	\$ 753.80	333
Interstate Plumbing and Air	\$ 4,373.00	334
Interstate Plumbing and Air	\$ 1,241.40	335
Interstate Plumbing and Air	\$ 370.70	336
Interstate Plumbing and Air	\$ 1,586.10	337
Interstate Plumbing and Air	\$ 19,799.70	338
Interstate Plumbing and Air	\$ 4,811.60	339
Interstate Plumbing and Air	\$ 1,068.40	340
Interstate Plumbing and Air	\$ 1,911.80	341
Interstate Plumbing and Air	\$ 1,167.20	342
Interstate Plumbing and Air	\$ 1,021.40	343
Interstate Plumbing and Air	\$ 773.60	344
Interstate Plumbing and Air	\$ 753.80	346
Interstate Plumbing and Air	\$ 4,373.00	347
Interstate Plumbing and Air	\$ 620.70	348
Interstate Plumbing and Air	\$ 370.70	349
Interstate Plumbing and Air	\$ 793.05	350
Interstate Plumbing and Air	\$ 6,599.90	351
Interstate Plumbing and Air	\$ 2,405.80	352
Interstate Plumbing and Air	\$ 1,068.40	353
Interstate Plumbing and Air	\$ 955.90	354
Interstate Plumbing and Air	\$ 1,167.20	355
Interstate Plumbing and Air	\$ 1,021.40	356
Interstate Plumbing and Air	\$ 386.80	357
Interstate Plumbing and Air	\$ 753.80	359
Interstate Plumbing and Air	\$ 4,373.00	360
Interstate Plumbing and Air	\$ 1,241.40	361
Interstate Plumbing and Air	\$ 370.70	362
Interstate Plumbing and Air	\$ 528.70	363
Interstate Plumbing and Air	\$ 6,599.90	364
Interstate Plumbing and Air	\$ 741.40	375
Interstate Plumbing and Air	\$ 19,694.72	490
Interstate Plumbing and Air	\$ 4,923.68	492
Interstate Plumbing and Air	\$ 19,694.72	497
Interstate Plumbing and Air	\$ 4,923.68	499
Interstate Plumbing and Air	\$ 19,694.72	504
Interstate Plumbing and Air	\$ 4,923.68	506

SUBCONTRACTOR	AMOUNT	LINE ITEM
Interstate Plumbing and Air	\$ 3,704.00	534
Interstate Plumbing and Air	\$ 8,326.95	547
Interstate Plumbing and Air	\$ 3,195.00	548
Interstate Plumbing and Air	\$ 506.00	552
Interstate Plumbing and Air	\$ 3,704.00	558
Interstate Plumbing and Air	\$ 3,195.00	560
Interstate Plumbing and Air	\$ 3,426.40	562
Interstate Plumbing and Air	\$ 2,530.00	564
Interstate Plumbing and Air	\$ 1,553.55	569
Interstate Plumbing and Air	\$ 7,408.00	570
Interstate Plumbing and Air	\$ 3,993.75	572
Interstate Plumbing and Air	\$ 428.30	574
Interstate Plumbing and Air	\$ 506.00	576
Interstate Plumbing and Air	\$ 14,771.04	644
Interstate Plumbing and Air	\$ 984.74	646
Interstate Plumbing and Air	\$ 19,694.72	651
Interstate Plumbing and Air	\$ 984.74	653
Interstate Plumbing and Air	\$ 19,694.72	658
Interstate Plumbing and Air	\$ 984.74	660
Interstate Plumbing and Air	\$ 984.74	667
Interstate Plumbing and Air	\$ 9,506.66	670
Interstate Plumbing and Air	\$ 12,675.57	672
Interstate Plumbing and Air	\$ 1,852.00	688
Interstate Plumbing and Air	\$ 4,792.50	690
Interstate Plumbing and Air	\$ 1,012.00	694
Interstate Plumbing and Air	\$ 932.13	699
Interstate Plumbing and Air	\$ 11,102.60	701
Interstate Plumbing and Air	\$ 1,597.50	702
Interstate Plumbing and Air	\$ 923.80	709
Interstate Plumbing and Air	\$ 3,966.55	710
Interstate Plumbing and Air	\$ 1,553.55	711
Interstate Plumbing and Air	\$ 3,704.00	712
Interstate Plumbing and Air	\$ 6,390.00	714
Interstate Plumbing and Air	\$ 1,713.20	716
Interstate Plumbing and Air	\$ 1,012.00	718
Interstate Plumbing and Air	\$ 2,192.79	719
Interstate Plumbing and Air	\$ 216.98	720
Interstate Plumbing and Air	\$ 554.28	721
Interstate Plumbing and Air	\$ 2,379.93	722
Interstate Plumbing and Air	\$ 932.13	723
Interstate Plumbing and Air	\$ 1,852.00	724
Interstate Plumbing and Air	\$ 3,195.00	726
Interstate Plumbing and Air	\$ 856.60	728
Interstate Plumbing and Air	\$ 1,012.00	730

SUBCONTRACTOR	AMOUNT	LINE ITEM
Interstate Plumbing and Air	\$ 10,913.45	787
Interstate Plumbing and Air	\$ 46,779.20	788
Jeff Heit Plumbing	\$ 75,970.00	86
Jeff Heit Plumbing	\$ 231,850.00	163
Jeff Heit Plumbing	\$ 28,167.00	372
Jeff Heit Plumbing	\$ 28,167.00	385
Jeff Heit Plumbing	\$ 15,018.00	564
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
Nevada Prefab Engineers	\$ 205,996.91	47
Nevada Prefab Engineers	\$ 116,820.80	124
Nevada Prefab Engineers	\$ 375,765.20	201
Nevada Prefab Engineers	\$ 18,668.00	461
Nevada Prefab Engineers	\$ 51,283.72	615
Northstar Concrete	\$ 7,000.00	112
Northstar Concrete	\$ 14,958.00	116
Northstar Concrete	\$ 7,000.00	198
Otis Elevator	\$ 150,256.00	213
Professional Doors & Millworks	\$ 19,592.46	48
Professional Doors & Millworks	\$ 19,581.33	125
Professional Doors & Millworks	\$ 155,434.19	203
Professional Doors & Millworks	\$ 145,538.81	472
Professional Doors & Millworks	\$ 78,543.68	626
Professional Roofing Services (PRS)	\$ 238,002.80	51
Professional Roofing Services (PRS)	\$ 189,430.80	128
Professional Roofing Services (PRS)	\$ 3,154.76	474
Professional Roofing Services (PRS)	\$ 6,308.72	628
Sierra Waterproofing	\$ 33,677.56	52
Sierra Waterproofing	\$ 68,377.13	129
Sierra Waterproofing	\$ 1,950.53	207

SUBCONTRACTOR	AMOUNT	LINE ITEM
ThyssenKrupp Elevator	\$ 117,031.00	636
Tri-City Drywall	\$ 30,000.00	56
Tri-City Drywall	\$ 70,000.00	133
Tri-City Drywall	\$ 213,975.00	209
Tri-City Drywall	\$ 116,500.00	478
Tri-City Drywall	\$ 217,632.50	632

TOTAL: \$ 7,008,319.06



INVOICE

CUSTOMER: APCO Construction
ADDRESS: 3432 N. 5th Street
North Las Vegas, NV 89032

LOAN DRAW #: 9
INVOICE #: 10
DATE: 7/31/2008

PROJECT: ManhattanWest Phase I

DESCRIPTION	LINE	TOTAL
Contractor Fee (Overhead & Profit)		
On and Off Site Improvements	27	\$ 565.25
Building #2	104	\$ 61,280.34
Building #3	181	\$ 65,285.12
Building #7	443	\$ 171,971.90
Building #8	597	\$ 56,646.94
Building #9	751	\$ 76,507.71
Work Self-Performed		
Reinforcing Steel	29	\$ 10,200.00
Reinforcing Steel	106	\$ 6,927.50
Concrete Place and Finish Slab on Grade	112	\$ 8,000.00
Concrete Form and Place Upper Deck	116	\$ 9,158.00
Concrete Place 9th floor/Roof	198	\$ 8,000.00
Reinforcing Steel	445	\$ 139.50
Reinforcing Steel	599	\$ 139.50
Building Change Order		
BUILDING CO 00012.3 HVAC Thru Delta 5 B8/B9	787	\$ 574.38
BUILDING CO 00013.3 HVAC Changes Thru Delta 5 B2/3	788	\$ 2,462.08
BUILDING CO 00047 Building 8 & 9 Low Voltage	803	\$ 1,234.75
SUBTOTAL:		\$ 479,092.97
TOTAL DUE:		\$ 479,092.97

COMMENTS: If there are any questions please contact Randy Nickerl at (702) 734-0198

JA002281

APCO-00035179

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OF THE ORIGINAL ON FILE

John A. Brennan
JA002282

CLERK OF THE COURT

Brian Fisher

From: Craig Colligan [CraigC@gemstonedev.com]
Sent: Tuesday, August 12, 2008 5:26 PM
To: Andrew Rivera; vincent.poolsbygrube@verdemail.com; accuracyglass@earthlink.net; laura@cabinetec.com; franka@carpetsnmore.com; lsmith@cell-crete.com; dependable1@lvcoxmail.com; randy@sundanceplastering.com; gabriel@distinctivemarble.com; stephanie.coughlin@hlinternational.net; Dwayne Garrison; cbown@hi-techfabrication.com; jeffrey.lehman@masco.com; pauls@ipair.com; lindacs@ipair.com; jeffheitt2@yahoo.com; lvpipeline@embarquemail.com; mmorrow3@themasontygroup.com; rick@nvgypsum.com; brianf@nevadaprefabengineers.com; pdm-rcn@embarquemail.com; patricia.lang@otis.com; TOM@sierrareinforcing.com; scott.butler@thyssenkrupp.com; tricitydrywallinc@gmail.com; psycheliavterry@whirlpool.com; royzitting@hotmail.com; lremmert@readymixinc.com
Cc: Peter Smith; Jennifer Griffith; Jill Gisondo; Steve Alexander
Subject: Manhattan West project /Gemstone's financing
Attachments: SFC Letter APCO 7 30 08.pdf

August 12, 2008

Subcontractors

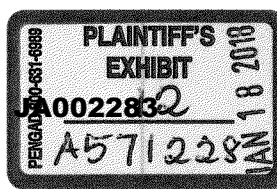
Manhattan West Project

RE: Subcontractor Concerns

Attention Subcontractors:

In light of the recent work stoppage at the Manhattan West site, it has come to our attention that several of the subcontractors for the Manhattan West project are under the impression that Gemstone Development West, Inc. ("Gemstone") is in default of, or is otherwise having trouble with, the financing for the Manhattan West project. In contrast, the recent work stoppage was actually the result of an ongoing dispute between Gemstone and its general contractor and had nothing to do with Gemstone's financing for the project.

As the attached letter from Gemstone's lender demonstrates, there are no issues related to the funding of the Manhattan West project, and Gemstone has the necessary funding to pay any amounts owed to the subcontractors by Gemstone. To our knowledge, the only delayed payments to subcontractors are in connection with certain change orders that are still being verified and negotiated by the relevant parties. Gemstone is working diligently to resolve any outstanding disputes related to the change orders and is dedicated to paying any change orders for which it is actually responsible.



In short, despite some annoying p, Gemstone's financing is not in jeopardy, work will continue at full speed, and Manhattan West will be completed as soon as possible.

Please feel free to contact me directly if you have any questions.

Gemstone Development West, Inc.

Craig Colligan

Vice President of Construction

Craig Colligan
Vice President of Construction
Gemstone Development



**Residences
Offices
Shops**

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Las Vegas, NV 89148
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F (702) 614-0669
www.groupgemstone.com
www.manhattanlv.com
www.manhattanwest.com

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Version: 7.5.524 / Virus Database: 270.6.0/1604 - Release Date: 8/11/2008 5:50 AM

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OF THE ORIGINAL ON FILE

[Signature]
CLERK OF THE COURT

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