

1 **IN THE SUPREME COURT OF THE STATE OF NEVADA**

2 APCO CONSTRUCTION, INC., A
3 NEVADA CORPORATION; AND
4 SAFECO INSURANCE COMPANY
 OF AMERICA,

5 Appellants,

6 vs.

7 HELIX ELECTRIC OF NEVADA,
8 LLC, A NEVADA LIMITED
 LIABILITY COMPANY,

9 Respondent.

Case No. 80177

Electronically Filed
Mar 19 2021 06:11 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

10 **APPEAL**

11 from the Eighth Judicial District Court, Clark County
12 The Honorable ELIZABETH GOFF GONZALEZ, District Judge
 District Court Case No. A-16-730091-B

13 Joint Appendix
14 Volume XIII

15 John Randall Jefferies, Esq. (SBN 3512)
16 Christopher H. Byrd, Esq. (SBN 1633)
 Elizabeth J. Bassett (SBN 9013)
 FENNEMORE CRAIG, P.C.
17 300 South 4th Street, 14th Floor
 Las Vegas, Nevada 89101
18 Telephone: (702) 692-8000

19 *Attorneys for Appellants APCO Construction, Inc.*
 and Safeco Insurance Company of America

ALPHABETICAL TABLE OF CONTENTS TO JOINT APPENDIX

Vol.	Pages	Date	Document
IV	JA626- JA645	11/27/2018	APCO Construction, Inc. and Safeco Insurance Company of America's Motion to Continue Trial (Second Request)
VI	JA1007- JA1012	5/31/2019	APCO Construction, Inc.'s Trial Memorandum Pursuant to EDCR 7.27 re: Potential Evidentiary Issues
I	JA19- JA26	4/11/2017	APCO's Answer to Complaint
VI	JA803- JA912	3/29/2019	Appendix to Helix Electric of Nevada, LLC's Opposition to APCO Construction's and Safeco Insurance Company of America's Motion in Limine No. 3 to Preclude the Introduction of Evidence Related to Helix's Extended General Conditions and Motion in Limine No. 4 to Preclude any Evidence of Helix's Accounting Date or Job Cost Reports
VII	JA1044- JA1259	6/3/2019	Bench Trial Transcript, Day 1
VIII	JA1262- JA1504	6/4/2019	Bench Trial Transcript, Day 2
IX	JA1506- JA1638	6/5/2019	Bench Trial Transcript, Day 3
VI	JA1036- JA1041	6/3/2019	Clerk's Exhibit List
I	JA1- JA12	1/12/2016	Complaint
I	JA65	5/17/2017	Court Minutes
I	JA174- JA175	6/9/2017	Court Minutes
II	JA302	7/26/2017	Court Minutes
IV	JA646	11/28/2018	Court Minutes
IV	JA655	12/4/2018	Court Minutes

Vol.	Pages	Date	Document
V	JA779	3/4/2019	Court Minutes
VI	JA921	5/13/2019	Court Minutes
VI	JA922	5/14/2019	Court Minutes
VII	JA1042- JA1043	6/3/2019	Court Minutes
VII	JA1260- JA1261	6/4/2019	Court Minutes
VIII	JA1505	6/5/2019	Court Minutes
XVII	JA3484	6/21/2019	Court Minutes
XVII	JA3485	7/5/2019	Court Minutes
XX	JA4127	8/19/2019	Court Minutes
XXI	JA4196	9/30/2019	Court Minutes
XXI	JA4202	10/4/2019	Court Minutes
IV	JA647- JA654	11/29/2018	Declaration in Support of Omnibus Motion in Limine 1-2
I	JA56- JA64	5/10/2017	Defendant's Reply in Support of Motion to Dismiss Plaintiff's Claims against Bond and Countermotion for Fees and Costs of Motion
XVII	JA3401- JA3425	6/3/2019	Defendant's Trial Exhibit DX201
XVII	JA3426- JA3431	6/3/2019	Defendant's Trial Exhibit DX202
XVII	JA3432- JA3435	6/3/2019	Defendant's Trial Exhibit DX203
XVII	JA3436- JA3452	6/3/2019	Defendant's Trial Exhibit DX204
XVII	JA3453- JA3454	6/3/2019	Defendant's Trial Exhibit DX205
XVII	JA3455- JA3456	6/3/2019	Defendant's Trial Exhibit DX206
XVII	JA3457- JA3463	6/3/2019	Defendant's Trial Exhibit DX207
XVII	JA3464- JA3466	6/3/2019	Defendant's Trial Exhibit DX208

Vol.	Pages	Date	Document
XVII	JA3467- JA3472	6/3/2019	Defendant's Trial Exhibit DX209
XVII	JA3473- JA3477	6/3/2019	Defendant's Trial Exhibit DX210
XVII	JA3478- JA3479	6/3/2019	Defendant's Trial Exhibit DX211
XVII	JA3480- JA3481	6/3/2019	Defendant's Trial Exhibit DX212
XVII	JA3482- JA3483	6/3/2019	Defendant's Trial Exhibit DX213
XXI	JA4128- JA4194	9/12/2019	Defendants' Opposition to Motion for Attorneys' Fees, Costs and Interest
IV	JA611- JA625	11/21/2018	Defendants Reply in Support of Motion in Limine 1-2
XVIII	JA3676- JA3710	7/15/2019	Defendants' Motion for Clarification and/or Amendment to Findings of Fact and Conclusions of Law
I	JA66- JA173	5/23/2017	Defendants' Motion for Partial Summary Judgment
V	JA661- JA778	12/23/2018	Defendants' Motion In Limine No. 3 To Preclude The Introduction Of Evidence Related To Helix's Extended General Conditions And Motion In Limine No. 4 To Preclude Any Evidence Of Helix's Accounting Data Or Job Cost Reports
VI	JA929- JA954	5/22/2019	Defendants' Motion to Exclude the Testimony of Kurt Williams on Order Shortening Time
III	JA321- JA453	7/20/2018	Defendants' Omnibus Motion in Limine 1-2
XX	JA3881- JA4104	8/12/2019	Defendants' Opposition to Helix's Countermotion for Amendment to Findings of Fact and Conclusions of Law; and Reply in Support of Motion for Clarification and/or Amendment to Findings of Fact and Conclusions of Law

Vol.	Pages	Date	Document
VI	JA995- JA1006	5/31/2019	Defendants' Pre-Trial Memorandum
VI	JA1013- JA1035	5/31/2019	Defendants' Proposed Findings of Fact and Conclusions of Law
II	JA283- JA301	6/21/2017	Defendants' Reply in Support of Motion for Partial Summary Judgment
VI	JA913- JA920	4/8/2019	Defendants' Reply in Support of: Motion in Limine No. 3 to Preclude the Introduction of Evidence Related to Helix's Extended General Conditions and Motion in Limine No. 4
XXI	JA4203- JA4205	11/6/2019	Final Judgment
XVII	JA3486- JA3508	7/8/2019	Findings of Fact and Conclusions of Law
I	JA48- JA55	4/28/2017	Helix Electric of Nevada, LLC's Opposition to Safeco Insurance Company of America's (i) Motion to Dismiss, and (ii) Countermotion for Fees and Costs
XVIII	JA3711- JA3765	7/29/2019	Helix Electric of Nevada, LLC's (I) Opposition to APCO Construction, Inc.'s and Safe Insurance Company of America's Motion for Clarification and/or Amendment to Findings of Fact and Conclusions of Law; and (II) Countermotion for Amendment to Findings of Fact and Conclusions of Law
XVIII	JA3536- JA3675	7/12/2019	Helix Electric of Nevada, LLC's Memorandum of Costs and Disbursements
XIX	JA3766- JA3880	7/31/2019	Helix Electric of Nevada, LLC's Motion for Attorney's Fees, Costs and Interest
XX	JA4105- JA4126	8/15/2019	Helix Electric of Nevada, LLC's Reply in Support of Helix's Countermotion for Amendment to Findings of Facts and Conclusions of Law

Vol.	Pages	Date	Document
XXI	JA4165- JA4195	9/23/2019	Helix Electric of Nevada, LLC's Reply in Support of its Motion for Attorneys' Fees, Costs and Interest
XXI	JA4197- JA4201	10/1/2019	Helix Electric of Nevada, LLC's Supplement to its Motion for Attorneys' Fees, Costs and Interest
IV	JA656- JA660	12/14/2018	Helix Opposition to APCO Motion to Continue Trial
VI	JA955- JA972	5/24/2019	Joint Pre-Trial Memorandum
IX	JA1639- JA1642	6/3/2019	Joint Trial Exhibit JX001
X, XI	JA1643- JA1896	6/3/2019	Joint Trial Exhibit JX002
XI	JA1897- JA1899	6/3/2019	Joint Trial Exhibit JX003
XI, XII	JA1900- JA2171	6/3/2019	Joint Trial Exhibit JX004
XII, XIII	JA2172- JA2509	6/3/2019	Joint Trial Exhibit JX005
XIII	JA2510- JA2577	6/3/2019	Joint Trial Exhibit JX006
XIII	JA2578- JA2579	6/3/2019	Joint Trial Exhibit JX007
XIII	JA2580- JA2581	6/3/2019	Joint Trial Exhibit JX008
XIII	JA2582- JA2584	6/3/2019	Joint Trial Exhibit JX009
XIII	JA2585- JA2599	6/3/2019	Joint Trial Exhibit JX010
XIII	JA2600- JA2640	6/3/2019	Joint Trial Exhibit JX011
XIII	JA2641- JA2642	6/3/2019	Joint Trial Exhibit JX012
XIV	JA2643- JA2645	6/3/2019	Joint Trial Exhibit JX013

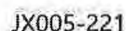
Vol.	Pages	Date	Document
XIV	JA2646- JA2652	6/3/2019	Joint Trial Exhibit JX014
XIV	JA2653- JA2665	6/3/2019	Joint Trial Exhibit JX015
XIV	JA2666- JA2672	6/3/2019	Joint Trial Exhibit JX016
XIV	JA2673- JA2674	6/3/2019	Joint Trial Exhibit JX017
XIV	JA2675- JA2677	6/3/2019	Joint Trial Exhibit JX018
XIV	JA2678- JA2681	6/3/2019	Joint Trial Exhibit JX019
XIV	JA2682- JA2686	6/3/2019	Joint Trial Exhibit JX020
XIV	JA2687- JA2697	6/3/2019	Joint Trial Exhibit JX021
XIV	JA2698- JA2701	6/3/2019	Joint Trial Exhibit JX022
XIV	JA2702- JA2707	6/3/2019	Joint Trial Exhibit JX023
XIV	JA2708- JA2713	6/3/2019	Joint Trial Exhibit JX024
XIV	JA2714- JA2728	6/3/2019	Joint Trial Exhibit JX025
XIV	JA2729- JA2738	6/3/2019	Joint Trial Exhibit JX026
XIV	JA2739- JA2743	6/3/2019	Joint Trial Exhibit JX027
XIV	JA2744- JA2745	6/3/2019	Joint Trial Exhibit JX028
XIV	JA2746- JA2749	6/3/2019	Joint Trial Exhibit JX029
XIV	JA2750- JA2777	6/3/2019	Joint Trial Exhibit JX030
XIV	JA2778- JA2779	6/3/2019	Joint Trial Exhibit JX031


Vol.	Pages	Date	Document
XIV	JA2780- JA2781	6/3/2019	Joint Trial Exhibit JX032
XIV	JA2782- JA2786	6/3/2019	Joint Trial Exhibit JX033
XIV	JA2787- JA2789	6/3/2019	Joint Trial Exhibit JX034
XIV	JA2790- JA2794	6/3/2019	Joint Trial Exhibit JX035
XIV	JA2795- JA2799	6/3/2019	Joint Trial Exhibit JX036
XIV	JA2800- JA2801	6/3/2019	Joint Trial Exhibit JX037
XIV	JA2802- JA2804	6/3/2019	Joint Trial Exhibit JX038
XIV	JA2805- JA2806	6/3/2019	Joint Trial Exhibit JX039
XIV	JA2807- JA2808	6/3/2019	Joint Trial Exhibit JX040
XIV	JA2809- JA2811	6/3/2019	Joint Trial Exhibit JX041
XIV	JA2812- JA2815	6/3/2019	Joint Trial Exhibit JX042
XIV	JA2816- JA2819	6/3/2019	Joint Trial Exhibit JX043
XIV	JA2820- JA2825	6/3/2019	Joint Trial Exhibit JX044
XIV	JA2826	6/3/2019	Joint Trial Exhibit JX045
XIV	JA2827- JA2829	6/3/2019	Joint Trial Exhibit JX046
XIV	JA2830- JA2833	6/3/2019	Joint Trial Exhibit JX047
XIV	JA2834- JA2835	6/3/2019	Joint Trial Exhibit JX048
XIV	JA2836- JA2845	6/3/2019	Joint Trial Exhibit JX049

Vol.	Pages	Date	Document
XIV, XV	JA2846- JA2954	6/3/2019	Joint Trial Exhibit JX050
XV, XVI	JA2955- JA3160	6/3/2019	Joint Trial Exhibit JX051
XVI	JA3161- JA3166	6/3/2019	Joint Trial Exhibit JX052
XVI	JA3167- JA3176	6/3/2019	Joint Trial Exhibit JX053
XVI	JA3177- JA3182	6/3/2019	Joint Trial Exhibit JX054
XVI	JA3183- JA3188	6/3/2019	Joint Trial Exhibit JX055
XVI	JA3189- JA3195	6/3/2019	Joint Trial Exhibit JX056
XVI	JA3196- JA3202	6/3/2019	Joint Trial Exhibit JX057
XVI	JA3203- JA3208	6/3/2019	Joint Trial Exhibit JX058
XVI	JA3209- JA3214	6/3/2019	Joint Trial Exhibit JX059
XVI	JA3215- JA3220	6/3/2019	Joint Trial Exhibit JX060
XVI	JA3221- JA3226	6/3/2019	Joint Trial Exhibit JX061
XVI	JA3227- JA3232	6/3/2019	Joint Trial Exhibit JX062
XVI	JA3233- JA3238	6/3/2019	Joint Trial Exhibit JX063
XVI	JA3239- JA3243	6/3/2019	Joint Trial Exhibit JX064
XVI	JA3244- JA3248	6/3/2019	Joint Trial Exhibit JX065
XVI	JA3249- JA3250	6/3/2019	Joint Trial Exhibit JX066
XVI	JA3251- JA3259	6/3/2019	Joint Trial Exhibit JX067

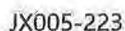
Vol.	Pages	Date	Document
XVI	JA3260- JA3272	6/3/2019	Joint Trial Exhibit JX068
XVI	JA3273- JA2389	6/3/2019	Joint Trial Exhibit JX069
XVI	JA3290- JA3298	6/3/2019	Joint Trial Exhibit JX070
XVI	JA3299- JA3312	6/3/2019	Joint Trial Exhibit JX071
XVI	JA3313- JA3320	6/3/2019	Joint Trial Exhibit JX072
XVI	JA3321- JA3328	6/3/2019	Joint Trial Exhibit JX073
XVI	JA3329- JA3336	6/3/2019	Joint Trial Exhibit JX074
XVI	JA3337- JA2245	6/3/2019	Joint Trial Exhibit JX075
XVI	JA3346- JA3353	6/3/2019	Joint Trial Exhibit JX076
XVI	JA3354- JA3364	6/3/2019	Joint Trial Exhibit JX077
XVI	JA3365- JA3366	6/3/2019	Joint Trial Exhibit JX078
XXI	JA4212- JA4251	12/6/2019	Notice of Appeal
V	JA780- JA781	3/19/2019	Notice of Departmental Sealing and/or Redacting Procedures
XXI	JA4206- JA4211	11/6/2019	Notice of Entry of Final Judgment
XVII	JA3509- JA3535	7/10/2019	Notice of Entry of Findings of Facts and Conclusions of Law and Order
II	JA314- JA320	9/7/2017	Notice of Entry Order Denying Motion for (i) Motion to Dismiss and (ii) Order for Fees and Costs
II	JA310- JA313	9/7/2017	Notice of Entry Order Denying Motion for Partial Summary Judgment

Vol.	Pages	Date	Document
V	JA782- JA802	3/29/2019	Opposition to APCO Construction's and Safeco Insurance Company of America's Motion in Limine No. 3 to Preclude the Introduction of Evidence Related to Helix's Extended General Conditions and Motion in Limine No. 4 to Preclude any Evidence of Helix's Accounting Date or Job Cost Reports
VI	JA973- JA994	5/31/2019	Opposition to APCO Construction's and Safeco Insurance Company of America's Motion to Exclude the Testimony of Kurt Williams
II	JA176- JA282	6/9/2017	Opposition to Motion for Summary Judgment
IV	JA454- JA610	11/20/2018	Opposition to Omnibus Motion in Limine 1-2
II	JA305- JA309	9/7/2017	Order Denying (i) Motion to Dismiss and (ii) Order for Fees and Costs
II	JA303- JA304	9/7/2017	Order Denying Motion for Partial Summary Judgment
XVI	JA3367- JA3372	6/3/2019	Plaintiff's Trial Exhibit PX101
XVI, XVII	JA3373- JA3400	6/3/2019	Plaintiff's Trial Exhibit PX102
I	JA13- JA15	1/19/2016	Proof of Service of Summons on Defendant APCO Construction, Inc.
I	JA16- JA18	1/20/2016	Proof of Service of Summons on Defendant Safeco Insurance Company of America
VI	JA923- JA928	5/16/2019	Safeco Insurance Company of America's Answer to Plaintiff's Complaint
I	JA27- JA47	4/11/2017	Safeco's Motion to Dismiss Plaintiff's Claims Against Bond and Countermotion for Fees and Costs of Motion

JA2393

Monday				DAILY JOB REPORT		Date 2-4-13	
Job No. 161113		Job Name and Location: Craig Ranch Park					
Weather - A.M. Sunny				Temperature - A.M. 39°		F	
Weather - P.M. Sunny				Temperature - P.M. 70°		F	
WORK FORCE (INCL. SUBCONTRACTORS)				LOCATION AND DESCRIPTION OF WORK PERFORMED			
Number	Craft	Hours	Name				
1838	JW	8	Ray Prietze	Pull wire to large picnic structure lights. Install breakers in MSLE and hot check circuits. Mandrel MS4 utility conduits. Install pvc in trenches dug to baseball Kiosk. Clean up job site trash. Grout Century link vaults + install plugs. Remove light pole so pole base can be raised. repaired conduit that broke when the base was raised.			
11670	APP 4	8	Cody Wright				
1730	JW	8	Mark Smith				
12079	JW	8	Charles Wooten				
12679	App 1	8	Omar Diaz				
Was there any shortage of tools or materials?				Yes	<input checked="" type="radio"/> No	If yes, explain:	
Were there any visitors on the job?				Yes	<input checked="" type="radio"/> No	If yes, who?	
Did you do any extra work?				Yes	<input checked="" type="radio"/> No	If yes, describe what it was, who for and total	
Manhours:							
Were there any accidents on the job?				Yes	<input checked="" type="radio"/> No	If yes, give complete details,	
including names of witnesses:							
Describe any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.:							
Hilti shots, old oil containers + gas cans left laying behind by other trades. Helix failed their safety inspection due to other trades negligence. Helix cleaned work area trash + debris left behind by other trades. Report these violations to Apco. 2 men - 1 hour each to remove pole, repair pipe + install + make up light pole. Also 1 hour of fork lift use.							
(If more space is needed, use the reverse side)				Foreman: 			
5/94				APCO000953			




JA2395

JA2396

DAILY JOB REPORT				Date 2-7-13
Thursday				
Job No. 161113	Job Name and Location: Craig Ranch Park			
Weather - A.M. Sunny	Temperature - A.M. 41°		F	
Weather - P.M. Sunny	Temperature - P.M. 66°		F	
WORK FORCE (INCL. SUBCONTRACTORS)			LOCATION AND DESCRIPTION OF WORK PERFORMED	
Number	Craft	Hours	Name	
1838	JW	8	Ray Priezel	Pull wire at ball fields.
11670	APP 4	8	Cody Wright	Make up pull boxes. Install
1730	JW	8	Mark Smith	pvc for score boards controls.
12079	JW	8	Charles Wooten	Mount transformer T-3 for
12679	App 1	8	Omar Diaz	plaza pedestal. Go to Rockway
				to rough in central plaza
				lights. Rough in skate park
				restroom. Home runs and
				back fill trench. Install Rammed
				pvc at skate park
Was there any shortage of tools or materials?			Yes <input type="radio"/> No <input checked="" type="radio"/>	If yes, explain:
Were there any visitors on the job?			Yes <input type="radio"/> No <input checked="" type="radio"/>	If yes, who?
Did you do any extra work?			Yes <input type="radio"/> No <input checked="" type="radio"/>	If yes, describe what it was, who for and total
Manhours:				
Were there any accidents on the job?			Yes <input type="radio"/> No <input checked="" type="radio"/>	If yes, give complete details.
including names of witnesses:				
Describe any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.:				
<p style="font-size: 1.2em;">Removed 3 light poles at Central tot lot for Apco. Pole bases were set too low. New wire + pipe needed. 2 men - 2 hrs each and fork lift for 1 hour.</p>				
(If more space is needed, use the reverse side)			Foreman	APCO000956



Monday				DAILY JOB REPORT		Date 2-11-13	
Job No. 161113		Job Name and Location: Craig Ranch Park					
Weather - A.M. Sunny, windy		Temperature - A.M. 34°				F	
Weather - P.M. Sunny, windy		Temperature - P.M. 54°				F	
WORK FORCE (INCL. SUBCONTRACTORS)				LOCATION AND DESCRIPTION OF WORK PERFORMED			
Number	Craft	Hours	Name				
1838	JW	8	Roy Prieze	Install pull boxes at skate			
11670	App 4	8	Cody Wright	park. Pull wire at skate			
1730	JW	8	Mark Smith	park. Mandrel cold side			
12079	JW	8	Charles Wooten	of NV energy underground.			
12679	App 1	8	Omar Diaz	Mandrel MS4 + MS6. Mandrel			
				inspection - passed - need collars.			
				Make up boxes at ball fields			
				Terminate panel BBR + contactor			
				enclosure located at ball fields			
				Install seal tite + strap flex at			
				Rose garden Trellis. Clean up			
				trash + material. Clean site truck.			
Was there any shortage of tools or materials?				Yes	<input checked="" type="radio"/> No	If yes, explain:	
Were there any visitors on the job?				Yes	<input checked="" type="radio"/> No	If yes, who?	
Did you do any extra work?				Yes	<input checked="" type="radio"/> No	If yes, describe what it was, who for and total	
Manhours:				Yes	<input checked="" type="radio"/> No	If yes, give complete details.	
Were there any accidents on the job?							
Including names of witnesses:							
Describe any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.: pull boxes before wire can be pulled. Need collars poured for utility							
(If more space is needed, use the reverse side)				Foreman: 		APCO000958	



DAILY JOB REPORT				Date
Tuesday				2-12-13
Job No.	16113			
Job Name and Location:	Craig Ranch Park			
Weather - A.M.	Sunny		Temperature - A.M.	36° F
Weather - P.M.	Sunny		Temperature - P.M.	57° F
WORK FORCE (INCL. SUBCONTRACTORS)			LOCATION AND DESCRIPTION OF WORK PERFORMED	
Number	Craft	Hours	Name	
1838	JW	8	Rav Prietzel	Terminate panel BBR + control
11670	App 4	8	Cody Wright	can. Mount disconnect for
1730	JW	8	Mark Smith	plaza restroom. Energize panel
12079	JW	8	Charles Wooten	+ hot check. Install receptacles
12679	App 1	8	Omar Diaz	in plaza restroom + hot check.
				Install pvc at skate park +
				blow in strings. Rough in
				score board controls + make
				up pull boxes. Repair pvc
				+ wire at central tot lot.
				Apco hit pvc + wire.
Was there any shortage of tools or materials?			Yes <input type="radio"/> No <input checked="" type="radio"/>	If yes, explain:
Were there any visitors on the job?			Yes <input type="radio"/> No <input checked="" type="radio"/>	If yes, who?
Did you do any extra work?			Yes <input type="radio"/> No <input checked="" type="radio"/>	If yes, describe what it was, who for and total
Manhours:			Yes <input type="radio"/> No <input checked="" type="radio"/>	If yes, give complete details.
Were there any accidents on the job?			Yes <input type="radio"/> No <input checked="" type="radio"/>	
Including names of witnesses:				
Describe any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.:				
<p style="font-size: 1.2em;">One man 8 hours to repair hit pvc + wire at central tot lot. 300' #10 wire, 30' pvc.</p>				
(If more space is needed, use the reverse side)			Foreman: APCO000959	

JA2400



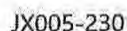
DAILY JOB REPORT				Date
Wednesday				2-13-13
Job No.	161113			
Job Name and Location:	Craig Ranch Park			
Weather - A.M.	Sunny		Temperature - A.M.	36° F
Weather - P.M.	Sunny		Temperature - P.M.	64° F

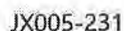
WORK FORCE (INCL. SUBCONTRACTORS)				LOCATION AND DESCRIPTION OF WORK PERFORMED
Number	Craft	Hours	Name	
1838	JW	8	Ray Prielzel	Blow strings in pvc at
11670	App 4	8	Cody Wright	skate park. Mount Plaza
1730	JW	8	Mark Smith	restroom disconnect, terminate
12079	JW	8	Charles Wooten	and energize panel. Pre-fab
12679	App 1	8	Omar Diaz	boxes for Rockway wall rough
				in. Repair pvc, wire + light
				fixture hit at Central Tot
				lot. Apco was aware of travel
				+ pipe. Canceled 9:00 AM sub
				meeting. Pre fab light fixtures
				for plaza restroom. Pull wire
				at MS4 for skate park.

Was there any shortage of tools or materials?	Yes	No	If yes, explain:
Were there any visitors on the job?	Yes	No	If yes, who?
Did you do any extra work?	Yes	No	If yes, describe what it was, who for and total
Manhours:	Yes	No	If yes, give complete details,
Were there any accidents on the job?			
including names of witnesses:			
Describe any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.:			
<div style="font-size: 1.2em; font-family: cursive;">One Man - 3 hrs, 60' pvc, 240' of #10 wire to repair damaged lighting unit.</div>			

(If more space is needed, use the reverse side)	Foreman: <div style="text-align: right; margin-top: 10px;">APCO000960</div>
---	---



JA2402

JA2403

DAILY JOB REPORT

Wednesday Date **2-20-13**

Job No. **161113** Job Name and Location: **Craig Ranch Park**

Weather - A.M. **Cloudy** Temperature - A.M. **37°** F

Weather - P.M. **Cloudy** Temperature - P.M. **55°** F

WORK FORCE (INCL. SUBCONTRACTORS)				LOCATION AND DESCRIPTION OF WORK PERFORMED
Number	Craft	Hours	Name	
1838	JW	8	Ray Prietzel	Pull wire in skate park
11670	APP 4	8	Cody Wright	branch runs. Install skate
1730	JW	8	Mark Smith	park Ramada lights, pipe
12079	JW	8	Charles Wooten	+ wire fixtures. Install inter
12679	APP 1	8	Omar Diaz	grounds for restroom panels
				label wires in Musco control
				panels. Energize picnic structure
				lights so slab can be poured
				Call Musco for light pole
				commissioning.

Was there any shortage of tools or materials? Yes No If yes, explain:

Were there any visitors on the job? Yes No If yes, who?

Did you do any extra work? Yes No If yes, describe what it was, who for and total

Manhours:

Were there any accidents on the job? Yes No If yes, give complete details, including names of witnesses:

Describe any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.:

Cut pvc + remove wire so light pole base can be raised, 1 man - 2 hrs to repair pvc + wire for Appco

(If more space is needed, use the reverse side)

Foreman:

APCO000964

JA2405



Date _____

ate 2-2-13

Thursday

Job No.

[illegible]

Job Name and Location:

Craig Ranch Park

Temperature - A.M.

$$36^\circ$$

54

Weather - A.M.

Sunny

Temperature - P.M.

57°

五

Weather - P.M.

Summary

[illegible]

Was there any shortage of tools or materials?

Yes

(No

If yes, explain:

Were there any visitors on the job?

Yes

No.

li yes, who?

Did you do any extra work?

Yes

(No)

If yes, describe what it was,
who for and total

Manhours:

Yes

No.

If yes, give complete details,

Were there any accidents on the job?

including names of witnesses:

Describe any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.:

(If more space is needed, use the reverse side)


Foreman:

APCO000965

JA2406




APCO000967

DAILY JOB REPORT				Date <u>2-26-13</u>
<u>Tuesday</u>				
Job No. <u>161113</u>	Job Name and Location: <u>Craig Ranch Park</u>			
Weather - A.M. <u>Sunny</u>	Temperature - A.M. <u>37°</u>		F	
Weather - P.M. <u>Sunny Windy</u>	Temperature - P.M. <u>61°</u>		F	
WORK FORCE (INCL. SUBCONTRACTORS)			LOCATION AND DESCRIPTION OF WORK PERFORMED	
Number	Craft	Hours	Name	
1838	99	8	Ray Prietzel	Move + clean up material
1730	10	8	Mark Smith	shelves. Call off Connex.
12079	10	8	Charles Wooten	Mount MPZ + lighting
12679	NV01	0	Omar Diaz	contractor in skate park restroom.
				Grout + clean up vaults - collars
				for vaults were poured. Install
				F7 sconce lights at small
				picnic structures. Send wire
				to prefab shop. Send tools
				back. Clean up trash +
				material.
Was there any shortage of tools or materials? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, explain:				
Were there any visitors on the job? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, who?				
Did you do any extra work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, describe what it was, who for and total				
Manhours:				
Were there any accidents on the job? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, give complete details, including names of witnesses:				
Describe any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.:				
<u>1 man. 3 hrs to clean up vaults</u> <u>Vaults were clean. Apco poured collars around vaults, excess</u> <u>concrete fell in vaults. Had to chip up concrete + clean vault.</u> <u>Fiber optic cable was concrete encased - had to carefully clean</u> <u>cable.</u>				
(If more space is needed, use the reverse side)			Foreman: 	
5/94				

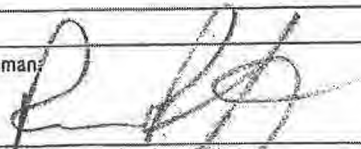
APCO000968

JA2409



Wednesday				DAILY JOB REPORT		Date 2-27-13	
Job No. 161113		Job Name and Location: Craig Ranch Park					
Weather - A.M. Sunny		Temperature - A.M. 37°				F	
Weather - P.M. Sunny		Temperature - P.M. 61°				F	
WORK FORCE (INCL. SUBCONTRACTORS)				LOCATION AND DESCRIPTION OF WORK PERFORMED			
Number	Craft	Hours	Name				
1838	99	8	Ray Prietzel	Install light fixtures at			
1730	10	8	Mark Smith	Small picnic structures. Mount			
12079	10	8	Charles Wooten	phone board at skate park			
12679	NV01	8	Omar Diaz	restroom. Install CT's in			
				MS4 + MS6 switchgear. Terminate			
				transformers in MS4. Rough			
				in conduit in precast walls			
				at Rockway. Clean up scrap			
				wire & send material to prefab			
				dept. Prefab lights for skate			
				park. Clean up office trailer.			
Was there any shortage of tools or materials?				Yes	<input checked="" type="radio"/> No	If yes, explain:	
Were there any visitors on the job?				Yes	<input checked="" type="radio"/> No	If yes, who?	
Did you do any extra work?				Yes	<input checked="" type="radio"/> No	If yes, describe what it was,	
Manhours:				who for and total			
Were there any accidents on the job?				Yes	<input checked="" type="radio"/> No	If yes, give complete details,	
Including names of witnesses:							
Describe any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.:							
Damaged crash cap on light pole base, located at small picnic structure - east side.							
(If more space is needed, use the reverse side)				Foreman: 			
5/94				APCO000969			



Thursday				DAILY JOB REPORT		Date 2-28-13	
Job No. 161113		Job Name and Location: Craig Ranch Park					
Weather - A.M. Sunny		Temperature - A.M. 43°				F	
Weather - P.M. Sunny		Temperature - P.M. 66°				F	
WORK FORCE (INCL. SUBCONTRACTORS)				LOCATION AND DESCRIPTION OF WORK PERFORMED			
Number	Craft	Hours	Name				
1838	99	8	Ray Prietzel	Pull wire to skate park			
1730	10	8	Mark Smith	Ramada's and terminate.			
12079	10	8	Charles Wooten	Terminate wires in lighting			
12679	NV01	8	Omar Diaz	control cabinet + Skate park			
				panel at restroom. Make up			
				skate park pull boxes. Trench			
				+ install pvc at scoreboards.			
				Install flags + risers at			
				pull boxes to avoid damage			
				+ being buried. Prefab light			
				fixtures.			
Was there any shortage of tools or materials?				Yes	<input checked="" type="radio"/> No	If yes, explain:	
Were there any visitors on the job?				Yes	<input checked="" type="radio"/> No	If yes, who?	
Did you do any extra work?				Yes	<input checked="" type="radio"/> No	If yes, describe what it was,	
Manhours:				who for and total			
Were there any accidents on the job?				Yes	<input checked="" type="radio"/> No	If yes, give complete details,	
Including names of witnesses:							
Describe any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.:							
<p>Damaged light pole base at east side picnic structure - new crash cap will have to be ordered. Inspection on Century link pull boxes for collars + plugs - inspection passed. Root needs to be installed at pump house before wire will be pulled to phone board.</p>							
(If more space is needed, use the reverse side)				Foreman: 			
5/94				APC0000970			

JA2411



| Date

3-1-13

Job No.

Friday

Job Name and Location:

7: Craig Ranch Park

Weather - A.M.

Sunny

Temperature - A.M.

4/0

F

Weather - P.M.

Summary

Temperature - P.M.

 7.5°

F

LOCATION AND DESCRIPTION OF WORK PERFORMED

[illegible]

Was there any shortage of tools or materials?

Yes

No

If yes, explain:

Were there any visitors on the job?

Yes

No

If yes, who?

Did you do any extra work?

Yes

No

If yes, describe what it was,
who for and total

Manhours:

Were there any accidents on the job?

Yes

No

If yes, give complete details.

including names of witnesses:

Describe any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.:

(If more space is needed, use the reverse side)


Foreman:

5/94

APCO000971

JA2412



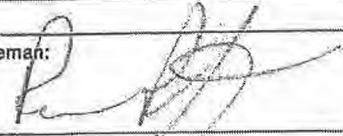
Monday		DAILY JOB REPORT		Date 3-4-13	
Job No. 161113		Job Name and Location: Craig Ranch Park			
Weather - A.M. Sunny; Windy		Temperature - A.M. 45°		F	
Weather - P.M. Sunny; Windy		Temperature - P.M. 73°		F	
WORK FORCE (INCL. SUBCONTRACTORS)				LOCATION AND DESCRIPTION OF WORK PERFORMED	
Number	Craft	Hours	Name		
1838	99	8	Ray Prietzel	Make up wires in skate park pull boxes. Install sconce lights at large picnic structures. Install pvc for score boards + adjust pull boxes to grade. Drive in ground rods and capweld #4 ground for score boards. Set pull box in rose garden. Commission Musco lights - all good + tested. Clean trucks, repaired tail lights + oil change truck 66.	
1730	10	8	Mark Smith		
12079	10	8	Charles Wooten		
12679	NV01	8	Omar Diaz		
Was there any shortage of tools or materials?				Yes <input type="radio"/> No <input checked="" type="radio"/>	If yes, explain:
Were there any visitors on the job?				Yes <input checked="" type="radio"/> No <input type="radio"/>	If yes, who? Gary's
Did you do any extra work?				Yes <input type="radio"/> No <input checked="" type="radio"/>	If yes, describe what it was, who for and total
Manhours:					
Were there any accidents on the job?				Yes <input type="radio"/> No <input checked="" type="radio"/>	If yes, give complete details,
Including names of witnesses:					
Describe any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.:					
Musco lights Commissioned - all passed.					
(If more space is needed, use the reverse side)				Foreman: 	

5/94

APCO000972

JA2413




DAILY JOB REPORT				Date
Tuesday				3-5-13
Job No. 161113		Job Name and Location: Craig Ranch Park		
Weather - A.M. Sunny		Temperature - A.M. 48°		F
Weather - P.M. Sunny		Temperature - P.M. 75°		F
WORK FORCE (INCL. SUBCONTRACTORS)				LOCATION AND DESCRIPTION OF WORK PERFORMED
Number	Craft	Hours	Name	
1838	99	8	Ray Prietzel	Make up pull box at skate park. Install lockable hand hole covers on light poles. Clean out fiber pull boxes and identify strings. Prefab Trellis lights for skate park. Clean up trucks.
1730	10	8	Mark Smith	
12079	10	8	Charles Wooten	
12679	NV01	8	Omar Diaz	
Was there any shortage of tools or materials?				Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, explain:
Were there any visitors on the job?				Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, who?
Did you do any extra work?				Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, describe what it was, who for and total
Manhours:				
Were there any accidents on the job?				Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, give complete details, including names of witnesses:
Describe any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.:				
(If more space is needed, use the reverse side)				Foreman: 

5/94

APCO000973

JA2414



DAILY JOB REPORT				Date
Wednesday				3-6-13
Job No.	Job Name and Location:			
161113	Craig Ranch Park			
Weather - A.M.	Sunny	Temperature - A.M.	46°	F
Weather - P.M.	Sunny	Temperature - P.M.	72°	F
WORK FORCE (INCL. SUBCONTRACTORS)				LOCATION AND DESCRIPTION OF WORK PERFORMED
Number	Craft	Hours	Name	
1838	99	8	Ray Prietzel	Install lockable hand hole
1730	10	8	Mark Smith	covers on light poles. Install
12079	10	8	Charles Wooten	pvc at scoreboard + cadweld
12679	NV01	8	Omar Diaz	grounds. Inspection on Switch
				gear + Picnic panels. Pull
				wire to water feature lights +
				set pull box. Attend 9:00am
				Sub meeting in Apco's trailer.
Was there any shortage of tools or materials?				Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, explain:
Were there any visitors on the job?				Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, who?
Did you do any extra work?				Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, describe what it was, who for and total
Manhours:				
Were there any accidents on the job?				Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, give complete details,
Including names of witnesses:				
Describe any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.:				
Inspections on gear + panels passed. Received tags for MS4 + MS6.				
(If more space is needed, use the reverse side)				Foreman:
				

5/94

APCO000974

JA2415



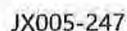
APCO000975

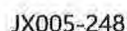
[illegible]

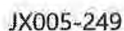
~~APCO0000976~~

[illegible]

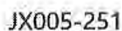
JA2418

JA2419

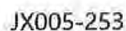
JA2420

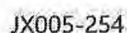
JA2421

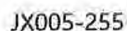
JA2422

JA2423

JA2424

JA2425


JA2426

JA2427

APCO000987

[illegible]

APCO000988

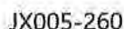
Wednesday				DAILY JOB REPORT		Date 3-27-13	
Job No. 161113		Job Name and Location: Craig Ranch Park					
Weather - A.M. Cloudy		Temperature - A.M. 55°				F	
Weather - P.M. Cloudy		Temperature - P.M. 82°				F	
WORK FORCE (INCL. SUBCONTRACTORS)				LOCATION AND DESCRIPTION OF WORK PERFORMED			
Number	Craft	Hours	Name				
1838	99	8	Ray Prietzel	lay out columns of bell fields			
12079	10	8	Charles Wooten	so holes can be torched. Rough			
12679	NVO1	8	Omar Diaz	in skate park restroom, install			
				pvc, ent, disconnect + wire.			
				Clean up trash. Receive			
				material, install labels on			
				gear + panel so pre fab restroom			
				lights,			
Was there any shortage of tools or materials?				Yes	<input checked="" type="radio"/> No	If yes, explain:	
Were there any visitors on the job?				Yes	<input checked="" type="radio"/> No	If yes, who?	
Did you do any extra work?				Yes	<input checked="" type="radio"/> No	If yes, describe what it was, who for and total	
Manhours:							
Were there any accidents on the job?				Yes	<input checked="" type="radio"/> No	If yes, give complete details,	
Including names of witnesses:							
Describe any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.:							
(If more space is needed, use the reverse side)				Foreman: 			


5/94

APCO000989

JA2430



JA2432

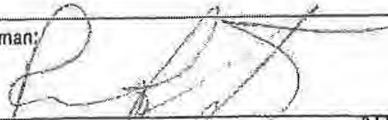
DAILY JOB REPORT				Date
Monday				
Job No. 161113	Job Name and Location: Craig Ranch Park			
Weather - A.M. Sunny, windy		Temperature - A.M. 54°		F
Weather - P.M. Sunny, windy		Temperature - P.M. 77°		F
WORK FORCE (INCL. SUBCONTRACTORS)				LOCATION AND DESCRIPTION OF WORK PERFORMED
Number	Craft	Hours	Name	
1838	99	8	Ray Prietzel	Monthly inspections on all tools, cords + ladders. Pull wire at ball fields, pipe + terminate wires. Mount Sconce lights at large picnic area. Trim out devices. Install pull boxes. Program time clocks. Pull wire and run conduit at skate park, restrooms. Clean up trash.
12079	10	8	Charles Wooten	
12679	NVO1	8	Omar Diaz	
Was there any shortage of tools or materials?				Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, explain:
Were there any visitors on the job?				Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, who?
Did you do any extra work?				Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, describe what it was, who for and total
Manhours:				
Were there any accidents on the job?				Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, give complete details, including names of witnesses:
Describe any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.:				
Need concrete pads poured for Rose garden pedestal and M51 housekeeping pads.				
(If more space is needed, use the reverse side)				Foreman: 

5/94

APCO000992

JA2433




DAILY JOB REPORT				Date
Wednesday				4-3-13
Job No.	161113			
Job Name and Location:	Craig Ranch Park			
Weather - A.M.	Sunny		Temperature - A.M.	61° F
Weather - P.M.	Sunny		Temperature - P.M.	87° F
WORK FORCE (INCL. SUBCONTRACTORS)				LOCATION AND DESCRIPTION OF WORK PERFORMED
Number	Craft	Hours	Name	
1838	99	8	Ray Prietzel	Pull wire for skate park
12079	10	8	Charles Wooten	Trellis lights. Attend sub
12679	NVO1	8	Omar Diaz	meeting. material take off
				for christmas tree lights.
				Install boxes for timer switches
				lay out trenches & level pull
				boxes at ball fields. Clean
				up trash
Was there any shortage of tools or materials?			Yes <input type="radio"/> No <input checked="" type="radio"/>	If yes, explain:
Were there any visitors on the job?			Yes <input type="radio"/> No <input checked="" type="radio"/>	If yes, who?
Did you do any extra work?			Yes <input type="radio"/> No <input checked="" type="radio"/>	If yes, describe what it was, who for and total
Manhours:				
Were there any accidents on the job?			Yes <input type="radio"/> No <input checked="" type="radio"/>	If yes, give complete details,
Including names of witnesses:				
Describe any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.:				
(If more space is needed, use the reverse side)			Foreman: 	
5/94			APCO000994	



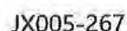
APCO000995


APC0000996

DAILY JOB REPORT				Date
Tuesday		4-9-13		
Job No.	161113	Job Name and Location: Craig Ranch Park		
Weather - A.M.	Windy, sunny	Temperature - A.M.	50°	F
Weather - P.M.	windy, sunny	Temperature - P.M.	70°	F
WORK FORCE (INCL. SUBCONTRACTORS)		LOCATION AND DESCRIPTION OF WORK PERFORMED		
Number	Craft	Hours	Name	
1838	99	8	Ray Prietzel	lay out walls at Rockway
12079	10	8	Charles Wooten	for Kiosk building, lay out
12679	NVO1	8	Omar Diaz	lights at Central plaza so
				holes can be cut in steel
				Trellis. Rockway will be
				ready for conduit install tomorrow
				morning. Move 6" 90° + risers
				closer to pole U13137.
				inspector not happy with the
				distance risers were originally
				installed. Install lights +
				seal tite at skate park
Was there any shortage of tools or materials?		Yes	<input checked="" type="radio"/> No	If yes, explain:
Were there any visitors on the job?		Yes	<input checked="" type="radio"/> No	If yes, who?
Did you do any extra work?		<input checked="" type="radio"/> Yes	No	If yes, describe what it was, who for and total
Manhours: 6		NV Energy work on Craig rd.		
Were there any accidents on the job?		Yes	<input checked="" type="radio"/> No	If yes, give complete details,
including names of witnesses:				
Describe any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.:				
(If more space is needed, use the reverse side)		Foreman: 		
5/94		APCO000997		

JA2438



JA2439

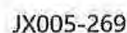
DAILY JOB REPORT				Date <u>4-11-13</u>
Thursday				
Job No. <u>161113</u>	Job Name and Location: <u>Craig Ranch Park</u>			
Weather - A.M. <u>Sunny</u>	Temperature - A.M. <u>61°</u>		F	
Weather - P.M. <u>Sunny</u>	Temperature - P.M. <u>82°</u>		F	
WORK FORCE (INCL. SUBCONTRACTORS)				LOCATION AND DESCRIPTION OF WORK PERFORMED
Number	Craft	Hours	Name	
<u>1838</u>	<u>99</u>	<u>8</u>	<u>Ray Prietzel</u>	<u>Rough in walls for Kiosk</u> <u>at Rockway. Install fixtures</u> <u>at skate park. lay out lights</u> <u>at Central plaza. Clean up</u> <u>trash. NV energy on site</u> <u>to pull wire to MS4+MS6.</u> <u>level pull boxes at garden</u> <u>area - concrete pour tomorrow.</u>
<u>12079</u>	<u>10</u>	<u>8</u>	<u>Charles Wooten</u>	
<u>12679</u>	<u>NVO1</u>	<u>8</u>	<u>Omar Diaz</u>	
Was there any shortage of tools or materials?				Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, explain:
Were there any visitors on the job?				Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, who?
Did you do any extra work?				Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, describe what it was, who for and total
Manhours:				
Were there any accidents on the job?				Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, give complete details,
Including names of witnesses:				
Describe any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.:				
<u>NV energy on site pulling wire to</u>				
<u>MS4 + MS6.</u>				
(If more space is needed, use the reverse side)				Foreman: 


5/94

APCO000999

JA2440



JA2441

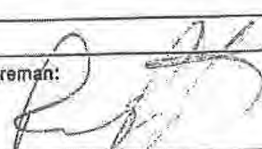
Monday				DAILY JOB REPORT		Date 4-14-13	
Job No. 161113		Job Name and Location: Craig Ranch Park					
Weather - A.M. Very windy, rain		Temperature - A.M. 52°				F	
Weather - P.M. windy, rain		Temperature - P.M. 66°				F	
WORK FORCE (INCL. SUBCONTRACTORS)				LOCATION AND DESCRIPTION OF WORK PERFORMED			
Number	Craft	Hours	Name				
1838	99	8	Ray Prietzel	High winds, repaired pvc at picnic structure. Sent crew home due to wind. Pre fab light fixtures, As built prints. Site walk with Tele/Data set for tomorrow. Talk with NV Energy about Craig road work. Straighten out 6" 90° + install FAs for final inspection.			
12079	10	1	Charles Watten				
12679	NVO1	1	Omar Diaz				
Was there any shortage of tools or materials?				Yes		No <input checked="" type="radio"/> If yes, explain:	
Were there any visitors on the job?				Yes		No <input checked="" type="radio"/> If yes, who?	
Did you do any extra work?				Yes		No <input checked="" type="radio"/> If yes, describe what it was, who for and total	
Manhours:							
Were there any accidents on the job?				Yes		No <input checked="" type="radio"/> If yes, give complete details, including names of witnesses:	
Describe any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.:							
High winds + rain, crew sent home							
(If more space is needed, use the reverse side)				Foreman: 			

5/94

APCO001001

JA2442



Monday				DAILY JOB REPORT		Date 4-15-13	
Job No. 161113		Job Name and Location: Craig Ranch Park					
Weather - A.M. Windy, Sunny				Temperature - A.M. 54°		F	
Weather - P.M. Windy, Sunny				Temperature - P.M. 82°		F	
WORK FORCE (INCL. SUBCONTRACTORS)				LOCATION AND DESCRIPTION OF WORK PERFORMED			
Number	Craft	Hours	Name				
1838	99	8	Ray Prietzel	Install lights at skate park. Mount transformer + service pedestal at Rose garden. Prefab covers + seal tile for central plaza. Energize + hot check service pedestal. Lay out columns at skate park. Receive material, level dull boxes in parking lots + Rose garden - Valley crest to install rock in planters.			
12079	10	8	Charles Wooten				
12679	NVO1	8	Omar Diaz				
Was there any shortage of tools or materials?				Yes		No <input checked="" type="radio"/> If yes, explain:	
Were there any visitors on the job?				Yes		No <input checked="" type="radio"/> If yes, who?	
Did you do any extra work?				Yes		No <input checked="" type="radio"/> If yes, describe what it was, who for and total	
Manhours:							
Were there any accidents on the job?				Yes		No <input checked="" type="radio"/> If yes, give complete details.	
Including names of witnesses:							
Describe any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.:							
(If more space is needed, use the reverse side)				Foreman: 			

5/94


APCO001002

JA2443



APCO001003

[illegible]

DAILY JOB REPORT				Date 4-17-13
Wednesday				
Job No. 161113	Job Name and Location: Craig Ranch Park			
Weather - A.M. Windy, Sunny	Temperature - A.M. 46°		F	
Weather - P.M. Windy, Sunny	Temperature - P.M. 64°		F	
WORK FORCE (INCL. SUBCONTRACTORS)			LOCATION AND DESCRIPTION OF WORK PERFORMED	
Number	Craft	Hours	Name	
1838	99	8	Ray Prietzel	Install skate park lights at Ramada's and restroom. Pull wire + terminate fixtures, layout trenches with valley crest for irrigation pedestals located at ball fields. As build prints for pedestal locations and addresses and draw up conduit run for holiday tree lights. Clean up trash.
12079	10	8	Charles Werten	
12679	NVO1	8	Omar Diaz	
Was there any shortage of tools or materials?				Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, explain:
Were there any visitors on the job?				Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, who?
Did you do any extra work?				Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, describe what it was, who for and total
Manhours:				
Were there any accidents on the job?				Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, give complete details,
including names of witnesses:				
Describe any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.:				
(If more space is needed, use the reverse side)			Foreman: 	
5/94			APCO001004	

JA2445



Thursday		DAILY JOB REPORT		Date 4-18-13	
Job No. 161113		Job Name and Location: Craig Ranch Park			
Weather - A.M. Sunny		Temperature - A.M. 50°		F	
Weather - P.M. Sunny		Temperature - P.M. 72°		F	

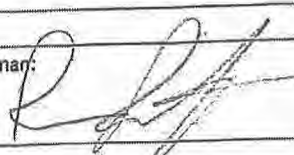
WORK FORCE (INCL. SUBCONTRACTORS)				LOCATION AND DESCRIPTION OF WORK PERFORMED
Number	Craft	Hours	Name	
1838	99	8	Ray Prietzel	lay out + trench at skate park. Install pvc + backfill. Install restroom lights, pull wire, terminate + lamp fixture. Rough in kiosk walls at Rockway precast. Install pvc in columns at ball fields for windmill lights. Clean up trash. Install grounds for rebar at rest rooms
12079	10	8	Charles Wooten	
12679	NVO1	8	Omar Diaz	

Was there any shortage of tools or materials?	Yes	(No)	If yes, explain:
Were there any visitors on the job?	Yes	(No)	If yes, who?
Did you do any extra work?	Yes	(No)	If yes, describe what it was, who for and total
Manhours:			
Were there any accidents on the job?	Yes	(No)	If yes, give complete details,
including names of witnesses:			
Describe any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.:			
<p style="font-size: 1.1em;">Phase one telephone conduit to existing kiosk can not be located. Walked site with Brett Miller of NLV and reviewed the issue. NLV to review this and inform us of any changes.</p>			

(If more space is needed, use the reverse side)	Foreman:
---	----------

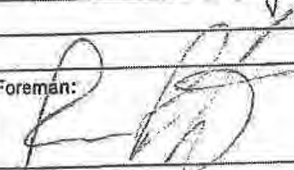
5/94
APCO001005



DAILY JOB REPORT				Date 4-19-13
Friday				
Job No. 161113	Job Name and Location: Craig Ranch Park			
Weather - A.M. Sunny	Temperature - A.M. 55°		F	
Weather - P.M. Sunny	Temperature - P.M. 79°		F	
WORK FORCE (INCL. SUBCONTRACTORS)			LOCATION AND DESCRIPTION OF WORK PERFORMED	
Number	Craft	Hours	Name	
1838	99	8	Ray Prietzel	Rough in Kiosk walls at Rockway precast. level pull boxes at ball fields, concrete forms to be installed soon. After installed in restrooms. Holes being cut out in Trellis at central plaza. Blow strings in conduits at skate park.
12079	10	8	Charles Wooten	
12679	NVO1	8	Omar Diaz	
Was there any shortage of tools or materials?				Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, explain:
Were there any visitors on the job?				Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, who?
Did you do any extra work?				Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, describe what it was, who for and total
Manhours:				
Were there any accidents on the job?				Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, give complete details,
Including names of witnesses:				
Describe any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.:				
(If more space is needed, use the reverse side)			Foreman: 	
5/94			APCO001006	


JA2447



DAILY JOB REPORT				Date 4-22-13
Monday				
Job No. 161113	Job Name and Location: Craig Ranch Park			
Weather - A.M. Sunny	Temperature - A.M. 61°		F	
Weather - P.M. Sunny	Temperature - P.M. 91°		F	
WORK FORCE (INCL. SUBCONTRACTORS)				LOCATION AND DESCRIPTION OF WORK PERFORMED
Number	Craft	Hours	Name	
1838	99	8	Rav Prietzel	Pull wire at Central plaza. for Trellis lights. Install over in Ramada columns at the skate park. Install Trellis lights at central plaza, terminate + lamp fixtures. Clean up trash. Hot check lights - all work.
12079	10	8	Charles Wooten	
12679	NVO1	6	Omar Diaz	
Was there any shortage of tools or materials? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, explain:				
Were there any visitors on the job? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, who?				
Did you do any extra work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, describe what it was, who for and total				
Manhours:				
Were there any accidents on the job? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, give complete details, including names of witnesses:				
Describe any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.:				
<p style="text-align: center;">Omar was 2 hrs late today.</p> <p>No fire watch at Central plaza, had to use our fire extinguisher to put out a fire on the iron workers welder. Fire was started by sparks from above welding and fire was around the gas bag of the welder. No injuries or damage done. Fire extinguisher will need to be recharged.</p>				
(If more space is needed, use the reverse side)			Foreman: 	
5/94			APCO001007	

JA2448



DAILY JOB REPORT				Date
Tuesday				4-23-13
Job No. 161113		Job Name and Location: Craig Ranch Park		
Weather - A.M. Sunny, windy		Temperature - A.M. 54°		F
Weather - P.M. Sunny, windy		Temperature - P.M. 79°		F
WORK FORCE (INCL. SUBCONTRACTORS)				LOCATION AND DESCRIPTION OF WORK PERFORMED
Number	Craft	Hours	Name	
1838	99	8	Ray Prietzel	Pull wire at skate park,
12079	10	8	Charles Wooten	Make up light fixture house
12679	NVO1	8	Omar Diaz	runs Musco poles and
				perfect branch circuits.
				Fix PIU conduit at Kiosk.
				Install receptacles in skate
				park. Make up wires in
				skate park pull boxes. Clean
				up trash.
Was there any shortage of tools or materials?				Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, explain:
Were there any visitors on the job?				Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, who?
Did you do any extra work?				Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, describe what it was, who for and total
Manhours:				
Were there any accidents on the job?				Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, give complete details.
Including names of witnesses:				
Describe any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.:				
(If more space is needed, use the reverse side)				Foreman: 

5/94

APCO001008

JA2449



APCO001009

Date 4-26-13

Friday

Job No. 161113	Job Name and Location: Craig Ranch Park
Weather - A.M. Sunny	Temperature - A.M. 63° F
Weather - P.M. Sunny	Temperature - P.M. 88° F

[illegible]


Was there any shortage of tools or materials?	Yes	<input checked="" type="radio"/> No	If yes, explain:
Were there any visitors on the job?	Yes	<input checked="" type="radio"/> No	If yes, who?
Did you do any extra work?	Yes	<input checked="" type="radio"/> No	If yes, describe what it was, who for and total
Manhours:			
Were there any accidents on the job?	Yes	<input checked="" type="radio"/> No	If yes, give complete details,
Including names of witnesses:			
Describe any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.:			

(If more space is needed, use the reverse side)

Foremán:

5/94

APCO001011

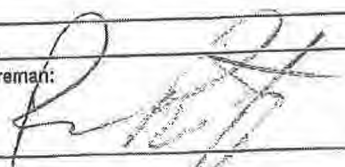
DAILY JOB REPORT				Date 4-30-13
Tuesday				
Job No. 161113	Job Name and Location: Craig Ranch Park			
Weather - A.M. Sunny		Temperature - A.M. 63°		F
Weather - P.M. Sunny		Temperature - P.M. 97°		F
WORK FORCE (INCL. SUBCONTRACTORS)				LOCATION AND DESCRIPTION OF WORK PERFORMED
Number	Craft	Hours	Name	
1838	99	8	Ray Prietzel	Pull wire in Kiosk + terminate wires. Install pvc in windmill columns and pull wire for lights. Pull in strings for telephones at Kiosk. Pull wire for volleyball court sprinklers. Clean up Trash.
12079	10	8	Charles Wosten	
12679	NVO1	8	Omar Diaz	
Was there any shortage of tools or materials? Yes <input type="radio"/> No <input checked="" type="radio"/>				If yes, explain:
Were there any visitors on the job? Yes <input type="radio"/> No <input checked="" type="radio"/>				If yes, who?
Did you do any extra work? Yes <input type="radio"/> No <input checked="" type="radio"/>				If yes, describe what it was, who for and total
Manhours:				
Were there any accidents on the job? Yes <input type="radio"/> No <input checked="" type="radio"/>				If yes, give complete details,
including names of witnesses:				
Describe any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.:				
Transformer for Skate park was installed by NV Energy. lock out, tag out installed.				
(If more space is needed, use the reverse side)				Foreman:  APCO001013

5/94

APCO001013

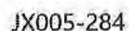
JA2454



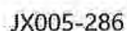
Wednesday				DAILY JOB REPORT		Date 5-1-13	
Job No. 161113		Job Name and Location: Craig Ranch Park					
Weather - A.M. Sunny		Temperature - A.M. 54°				F	
Weather - P.M. Sunny, windy		Temperature - P.M. 81°				F	
WORK FORCE (INCL. SUBCONTRACTORS)				LOCATION AND DESCRIPTION OF WORK PERFORMED			
Number	Craft	Hours	Name				
1838	99	8	Ray Prietzel	Receive light poles from Prefab shop. Set light poles and terminate. Hot check poles - all good. Pipe baseball plumbing chase. Mount light fixtures. Attend Apco sub meeting. Clean up trash.			
12079	10	8	Charles Wooten				
12679	NVO1	8	Omar Diaz				
Was there any shortage of tools or materials?				Yes	<input checked="" type="radio"/> No	If yes, explain:	
Were there any visitors on the job?				Yes	<input checked="" type="radio"/> No	If yes, who?	
Did you do any extra work?				Yes	<input checked="" type="radio"/> No	If yes, describe what it was, who for and total	
Manhours:							
Were there any accidents on the job?				Yes	<input checked="" type="radio"/> No	If yes, give complete details,	
Including names of witnesses:							
Describe any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.:							
(If more space is needed, use the reverse side)				Foreman: 			
5/94				APCO001014			

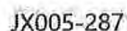
JA2455

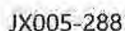


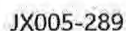
JA2456

JA2457

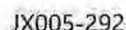
JA2458

JA2459

JA2460

JA2461

~~APC0001022~~

JA2464

Date 5-23-13

Job No. 161113

Job Name and Location:

Craig Ranch Park

Weather - A.M. Sunny

Sunny

Temperature - A.M.	
--------------------	--

6.30

F

Weather - P.M.

Summary

Temperature - P.M.

88

F

WORK FORCE (INCL. SUBCONTRACTORS)

LOCATION AND DESCRIPTION OF WORK PERFORMED

[illegible]

Was there any shortage of tools or materials?

Yes

No

If yes, explain:

Were there any visitors on the job?

Yes

No

If yes, who?

Did you do any extra work?

Yes

No

If yes, describe what it was,
who for and total

Were there any accidents on the job?

Yes

No

If yes, give complete details.

including names of witnesses:

Describe any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.:

(If more space is needed, use the reverse side)

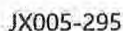
Foreman:

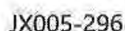
5/94

APCO001024

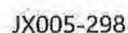
JA2465

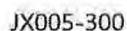


JA2467

JA2468

JA2469

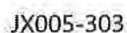
JA2470

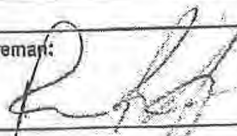
JA2472

~~APCO001032~~



JA2474

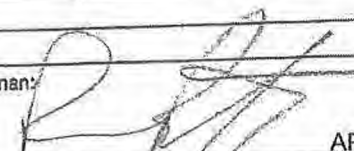
JA2475

Monday				DAILY JOB REPORT		Date 6-10-13	
Job No. 161113		Job Name and Location: Craig Ranch Park					
Weather - A.M. Sunny		Temperature - A.M. 73°				F	
Weather - P.M. Sunny, windy		Temperature - P.M. 100°				F	
WORK FORCE (INCL. SUBCONTRACTORS)				LOCATION AND DESCRIPTION OF WORK PERFORMED			
Number	Craft	Hours	Name				
1838	99	8	Ray Pietzel	Hot checked and fix new trail lights. Bad ballast and lamps in pole lights. level pull box by the pond. Box was run over by equipment. Ordered replacement ballasts for scene lights at picnic structures. Hot check pump house, outlets, lights + equipment are all good. Clean up trash.			
Was there any shortage of tools or materials?				Yes	<input checked="" type="radio"/> No	If yes, explain:	
Were there any visitors on the job?				Yes	<input checked="" type="radio"/> No	If yes, who?	
Did you do any extra work?				Yes	<input checked="" type="radio"/> No	If yes, describe what it was, who for and total	
Manhours:							
Were there any accidents on the job?				Yes	<input checked="" type="radio"/> No	If yes, give complete details, including names of witnesses:	
Describe any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.:				Pump house energized. Pumps can be turned on.			
(If more space is needed, use the reverse side)				Foreman: 			
5/94				APCO001035			

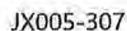
JA2476

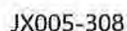


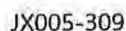
JA2477

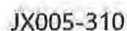
Wednesday		DAILY JOB REPORT		Date	6-12-13
Job No.	161113	Job Name and Location: Craig Ranch Park			
Weather - A.M.		Sunny	Temperature - A.M.		77° F
Weather - P.M.		Sunny, breezy	Temperature - P.M.		106° F
WORK FORCE (INCL. SUBCONTRACTORS)			LOCATION AND DESCRIPTION OF WORK PERFORMED		
Number	Craft	Hours	Name		
1838	99	8	Ray Pietzel	Trouble shoot pole lights.	
				Attend Apco sub meeting.	
				Haul material to Kiosk.	
				Meet with NLU about	
				locking panel covers and	
				park deficiencies. Prefab	
				source lights for Kiosk.	
Was there any shortage of tools or materials?			Yes	<input checked="" type="radio"/> No	If yes, explain:
Were there any visitors on the job?			Yes	<input checked="" type="radio"/> No	If yes, who?
Did you do any extra work?			Yes	<input checked="" type="radio"/> No	If yes, describe what it was, who for and total
Manhours:					
Were there any accidents on the job?			Yes	<input checked="" type="radio"/> No	If yes, give complete details,
including names of witnesses:					
Describe any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.:					
(If more space is needed, use the reverse side)			Foreman: 		
5/94			APCO001037		

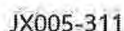


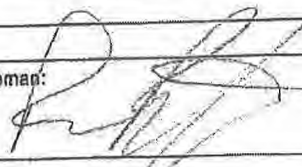
JA2479

JA2480

JA2481

JA2482

JA2483

DAILY JOB REPORT				Date
Thursday				6-20-13
Job No.	161113			
Job Name and Location:	Craig Ranch Park			
Weather - A.M.	Sunny		Temperature - A.M.	76° F
Weather - P.M.	Sunny		Temperature - P.M.	100° F
WORK FORCE (INCL. SUBCONTRACTORS)			LOCATION AND DESCRIPTION OF WORK PERFORMED	
Number	Craft	Hours	Name	
1838	99	8	Ray Pritzel	Blow strings in conduits.
				Install sleeves under side
				walks. Paint conduits at picnic
				structures. As-built update
				on Apco's blue prints. Get
				all manuals & drawings
				ready for turnover to NLV.
				Coordinate with plumber the
				cold water bond and trap
				primers, also water heater.
				Voltage at Kiosk. Received
				delivery of material.
Was there any shortage of tools or materials?			Yes <input type="radio"/> No <input checked="" type="radio"/>	If yes, explain:
Were there any visitors on the job?			Yes <input type="radio"/> No <input checked="" type="radio"/>	If yes, who?
Did you do any extra work?			Yes <input type="radio"/> No <input checked="" type="radio"/>	If yes, describe what it was, who for and total
Manhours:				
Were there any accidents on the job?			Yes <input type="radio"/> No <input checked="" type="radio"/>	If yes, give complete details,
Including names of witnesses:				
Describe any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.:				
(If more space is needed, use the reverse side)			Foreman: 	

5/94

APCO001043

JA2484



APCO001044

<div style="display: flex; justify-content: space-between;"> Monday DAILY JOB REPORT </div>		Date 6-24-13
Job No. 161113	Job Name and Location: Craig Ranch Park	
Weather - A.M. Cloudy	Temperature - A.M. 71°	F
Weather - P.M. Cloudy	Temperature - P.M. 77°	F

WORK FORCE (INCL. SUBCONTRACTORS)				LOCATION AND DESCRIPTION OF WORK PERFORMED
Number	Craft	Hours	Name	
1838	99	8	Ray Pietzel	Grind down pull box lids at skate park & grout. Lids did not fit properly in concrete slabs. Ground water pipe at pump house. Coordinate with plumber the trap primer locations and water heater voltage. Clean up trash.

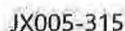
Was there any shortage of tools or materials?	Yes	No <input checked="" type="radio"/>	If yes, explain:
Were there any visitors on the job?	Yes	No <input checked="" type="radio"/>	If yes, who?
Did you do any extra work?	Yes	No <input checked="" type="radio"/>	If yes, describe what it was, who for and total
Manhours:			
Were there any accidents on the job?	Yes	No <input checked="" type="radio"/>	If yes, give complete details.
Including names of witnesses:			
Describe any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.:			
<div style="display: flex; justify-content: space-between;"> located at skate park. Still no power at MS4 gear </div>			

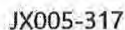
(If more space is needed, use the reverse side)	Foreman: [Signature]
---	---


APCO001045

JA2486



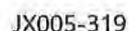
JA2487

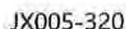
JA2489

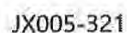
Friday				DAILY JOB REPORT	Date 6-28-13
Job No. 161113		Job Name and Location: Craig Ranch Park			
Weather - A.M. Sunny		Temperature - A.M. 88°		F	
Weather - P.M. Sunny		Temperature - P.M. 115°		F	
WORK FORCE (INCL. SUBCONTRACTORS)				LOCATION AND DESCRIPTION OF WORK PERFORMED	
Number	Craft	Hours	Name		
1838	99	8	Ray Pietzel	Haul wire from connex to existing Kiosk. Call off tools. Raise pull boxes - excess dirt spread out - new grade established, cleaned out pull boxes.	
Was there any shortage of tools or materials?				Yes	<input checked="" type="radio"/> No If yes, explain:
Were there any visitors on the job?				Yes	<input checked="" type="radio"/> No If yes, who?
Did you do any extra work?				Yes	<input checked="" type="radio"/> No If yes, describe what it was, who for and total
Manhours:					
Were there any accidents on the job?				Yes	<input checked="" type="radio"/> No If yes, give complete details.
Including names of witnesses:					
Describe any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.:					
Windmill structure not assembled yet. Pumps not started up. Mesh not installed in restrooms. Mechanical equipment not set.					
(If more space is needed, use the reverse side)				Foreman: 	
5/94				APCO001049	


JA2490



JA2491

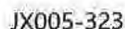
JA2492


JA2493

Friday				DAILY JOB REPORT		Date 7-5-13	
Job No. 161113		Job Name and Location: Craig Ranch Park					
Weather - A.M. Sunny		Temperature - A.M. 81°				F	
Weather - P.M. Sunny		Temperature - P.M. 110°				F	
WORK FORCE (INCL. SUBCONTRACTORS)				LOCATION AND DESCRIPTION OF WORK PERFORMED			
Number	Craft	Hours	Name				
1838	99	10	Ray Prietzel	Seal tile equipment in restrooms - fans + hand dryer pull wire - need equipment mounted.			
Was there any shortage of tools or materials?				Yes	<input checked="" type="radio"/> No	If yes, explain:	
Were there any visitors on the job?				Yes	<input checked="" type="radio"/> No	If yes, who?	
Did you do any extra work?				Yes	<input checked="" type="radio"/> No	If yes, describe what it was, who for and total	
Manhours:							
Were there any accidents on the job?				Yes	<input checked="" type="radio"/> No	If yes, give complete details, including names of witnesses:	
Describe any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.:							
(If more space is needed, use the reverse side)				Foreman: 			
5/94				APCO001053			

JA2494



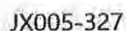
JA2495

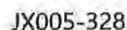
DAILY JOB REPORT				Date
Tuesday				7-9-13
Job No. 161113		Job Name and Location: Craig Ranch Park		
Weather - A.M. Sunny		Temperature - A.M. 82°		F
Weather - P.M. Sunny		Temperature - P.M. 109°		F
WORK FORCE (INCL. SUBCONTRACTORS)				LOCATION AND DESCRIPTION OF WORK PERFORMED
Number	Craft	Hours	Name	
1838	99	8	Ray Prietzel	Grading around site - raised pull boxes to grade. Tone out playground conduit + mark trenches. Run conduit + wire at pump house. level pedestal conduits for pad to be poured. Meet with centurylink at phone boards. Clean up trash.
Was there any shortage of tools or materials?				Yes No If yes, explain:
Were there any visitors on the job?				Yes No If yes, who?
Did you do any extra work?				Yes No If yes, describe what it was, who for and total
Manhours:				
Were there any accidents on the job?				Yes No If yes, give complete details.
Including names of witnesses:				
Describe any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.:				
Century link on site terminating wires at phone board in pump house. Crane on site to remove pump at irrigation pump house. Riser room not poured at Kiosk. MS4 still not hit.				
(If more space is needed, use the reverse side)				Foreman: 
5/94				APCO001055

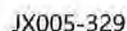
JA2496

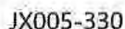



JA2497

JA2499

JA2500

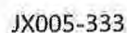
JA2501

JA2502

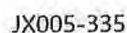
Friday				DAILY JOB REPORT		Date 7-19-13	
Job No. 161113		Job Name and Location: Craig Ranch Park					
Weather - A.M. Sunny		Temperature - A.M. 86°				F	
Weather - P.M. Sunny		Temperature - P.M. 108°				F	
WORK FORCE (INCL. SUBCONTRACTORS)				LOCATION AND DESCRIPTION OF WORK PERFORMED			
Number	Craft	Hours	Name				
1838	99	8	Ray Pietzel	Repair light at skate park. Install pedestal Meter seal at HS. lay out windmill structure lights. Install seal tire whip for equipment. Clean up trash			
Was there any shortage of tools or materials?				Yes		No <input checked="" type="radio"/>	
						If yes, explain:	
Were there any visitors on the job?				Yes		No <input checked="" type="radio"/>	
						If yes, who?	
Did you do any extra work?				Yes		No <input checked="" type="radio"/>	
Manhours:						If yes, describe what it was, who for and total	
Were there any accidents on the job?				Yes		No <input checked="" type="radio"/>	
Including names of witnesses:						If yes, give complete details,	
Describe any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.:							
(If more space is needed, use the reverse side)				Foreman: 		APCO001063	
5/94							

JA2504



JA2505

JA2506

JA2507

Thursday		DAILY JOB REPORT		Date 7-25-13	
Job No. 161113		Job Name and Location: Craig Ranch Park			
Weather - A.M. Sunny		Temperature - A.M. 81°		F	
Weather - P.M. Sunny		Temperature - P.M. 106°		F	

WORK FORCE (INCL. SUBCONTRACTORS)				LOCATION AND DESCRIPTION OF WORK PERFORMED
Number	Craft	Hours	Name	
1838	99	8	Ray Prietzel	Clean out Connex of all material + tools. Install entry sign fixture. Pipe + wire fixture and hotcheck. Watch concrete pour at skate park.

Was there any shortage of tools or materials?	Yes	<input checked="" type="radio"/> No	If yes, explain:
Were there any visitors on the job?	Yes	<input checked="" type="radio"/> No	If yes, who?
Did you do any extra work?	Yes	<input checked="" type="radio"/> No	If yes, describe what it was, who for and total
Manhours:			
Were there any accidents on the job?	Yes	<input checked="" type="radio"/> No	If yes, give complete details.
Including names of witnesses:			
Describe any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.:			
<div style="text-align: right; font-size: 1.1em;">Still no power at MS4. Pedestal pads not poured. Mechanical equipment not installed.</div>			

(If more space is needed, use the reverse side)	Foreman:
5/94	APCO001067

JA2508



Date 7-26-13

Friday	16/11/3	10
--------	---------	----

Craig Ranch Park

Белый

840

12

cloud

Temperature - P.M.

1048

F

LOCATION AND DESCRIPTION OF WORK PERFORMED

Was there any shortage of tools or materials?	Yes	<u>No</u>	If yes, explain:
Were there any visitors on the job?	Yes	<u>No</u>	If yes, who?
Did you do any extra work?	Yes	<u>No</u>	If yes, describe what it was, who for and total
Manhours:			
Were there any accidents on the job?	Yes	<u>No</u>	If yes, give complete details, including names of witnesses:
Describe any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.:			
No power at MS4			

Foreman:

~~APCO001068~~

JA2509



EXHIBIT

JX006

Date 7-29-13

Job No. 161113

Job Name and Location:

Craig Ranch Park

Weather - A.M. Sunny

Temperature - A.M.

73°

F

Weather - P.M. Sunny

Temperature - P.M.

100

F

WORK FORCE (INCL. SUBCONTRACTORS)

LOCATION AND DESCRIPTION OF WORK PERFORMED

Number	Craft	Hours	Name
1838	99	8	Ray Pietzel
			Trouble shoot 2 light pole
			North parking lot + South trail
			Replaced fuses. Hot checked.
			Install PIV conduit + string
			Drill out Trellis + columns
			for windmill lights. Clean up
			trash. Connex #4452 will
			be picked up tomorrow at
			2 pm.

Was there any shortage of tools or materials?

Yes

No

If yes, explain:

Were there any visitors on the job?

Yes

No

If yes, who?

Did you do any extra work?

Yes

No

If yes, describe what it was,
who for and total

Manhours:

Were there any accidents on the job?

Yes

No

If yes, give complete details.

Including names of witnesses:

Describe any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.:

others, interference by other contractors, etc.:

others, interference by other contractors, etc.:

Notified Security, Apco + North Las Vegas, that there were kids in the skate park using the facility.

(If more space is needed, use the reverse side)

Foreman:


man: 

5/94

HEL000659

JA2511



DAILY JOB REPORT				Date <u>7-30-13</u>
<u>Tuesday</u>				
Job No. <u>161113</u>	Job Name and Location: <u>Craig Ranch Park</u>			
Weather - A.M. <u>Sunny</u>	Temperature - A.M. <u>79°</u>		F	
Weather - P.M. <u>Sunny</u>	Temperature - P.M. <u>100°</u>		F	
WORK FORCE (INCL. SUBCONTRACTORS)			LOCATION AND DESCRIPTION OF WORK PERFORMED	
Number	Craft	Hours	Name	
1838	99	8	Ray Pietzel	Install lights on Trellis for windmill structure, Commission pump house pumps + Aeration system. One VFD, and the overloads for the aeration system are bad. Clean up trash.
Was there any shortage of tools or materials?				Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, explain:
Were there any visitors on the job?				Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, who?
Did you do any extra work?				Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, describe what it was, who for and total
Manhours:				
Were there any accidents on the job?				Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, give complete details, including names of witnesses:
Describe any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.:				
(If more space is needed, use the reverse side)			Foreman: 	

5/94

HEL000660

JA2512






Thursday		DAILY JOB REPORT		Date	8-1-13
Job No.	161113	Job Name and Location: Craig Ranch Park			
Weather - A.M.	Sunny	Temperature - A.M.	83°	F	
Weather - P.M.	Sunny	Temperature - P.M.	106°	F	

WORK FORCE (INCL. SUBCONTRACTORS)				LOCATION AND DESCRIPTION OF WORK PERFORMED
Number	Craft	Hours	Name	
1838	99	8	Ray Prietzel	Install light fixture in ciser room. Pipe into light fixture, pull wire and energize level light poles + adjust arms. Some poles were hit by equipment - leveled poles best as possible. Install new bulbs into secure holds.

Was there any shortage of tools or materials?	Yes	No	If yes, explain:
Were there any visitors on the job?	Yes	No	If yes, who?
Did you do any extra work?	Yes	No	If yes, describe what it was, who for and total
Manhours:			
Were there any accidents on the job?	Yes	No	If yes, give complete details, including names of witnesses:
Describe any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.:			
(If more space is needed, use the reverse side)	Foreman:		

5/94

DAILY JOB REPORT				Date
Friday		8-2-13		
Job No. 161113	Job Name and Location: Craig Ranch Park			
Weather - A.M. Sunny	Temperature - A.M. 79°		F	
Weather - P.M. Sunny	Temperature - P.M. 102°		F	
WORK FORCE (INCL. SUBCONTRACTORS)				LOCATION AND DESCRIPTION OF WORK PERFORMED
Number	Craft	Hours	Name	
1838	99	8	Ray Prietzel	<p>Repaired pvc at skate park. Repulled wire and terminated in pull boxes. - PVC hit by fencing specialist</p> <p>Repaired pvc at picnic structure and playground - hit by Valley crest. Light pole base hit by Apco near MS2. Repaired F3 light head near pond. Tree branches broke the light heads</p>
Was there any shortage of tools or materials?				Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, explain:
Were there any visitors on the job?				Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, who?
Did you do any extra work?				Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, describe what it was, who for and total
Manhours:				
Were there any accidents on the job?				Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, give complete details, including names of witnesses:
Describe any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.:				
<p>2 hrs + 150' wire at skate park.</p> <p>3 hrs to repair pvc by valley crest</p> <p>3 hrs to repair light head by pond - still need to hot check.</p>				
(If more space is needed, use the reverse side)				Foreman: 

5/94

HEL000663

JA2515



Date 8-6-13

Weather - A.M.

Job Name and Location:

Weather - P.M.

Temperature - A.M.

F

Temperature - P.M.

F

LOCATION AND DESCRIPTION OF WORK PERFORMED

Number

Craft

Hours

Name

1838

99

8

Ray Pietzel

Front tire on site truck
#66 is flat - called in for
repair. Energize all lighting
circuits for inspection.
Called in for ~~tool~~ pick up.
Parking lot + trail light inspection
approved by N.E.V. inspector - Dwight.
He will contact the traffic
division for final walk of
light poles.

Was there any shortage of tools or materials?

Yes

No

If yes, explain:

Were there any visitors on the job?

Yes

No

if yes, who?

Did you do any extra work?

Yes

No

If yes, describe what it was,
who for and total

Manhours:

Were there any accidents on the job?

Yes

No

If yes, give complete details,

Including names of witnesses:

Describe any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.:

Water leak in pump house - notified Apco + the plumber - leak repaired. Swamp cooler leaking water - notified plumber of leak.

(If more space is needed, use the reverse side)

Foreman

5/94

HELO00665

JA2517

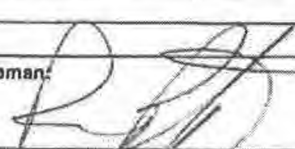






Friday		DAILY JOB REPORT		Date 8-9-13	
Job No. 161113		Job Name and Location: Craig Ranch Park			
Weather - A.M. Sunny		Temperature - A.M. 74°		F	
Weather - P.M. Sunny		Temperature - P.M. 101°		F	

WORK FORCE (INCL. SUBCONTRACTORS)				LOCATION AND DESCRIPTION OF WORK PERFORMED
Number	Craft	Hours	Name	
1838	99	8	Ray Pietzel	Install scone lights at the baseball Kiosk. Install water interactive playground + blow in strings. Clean up trash.

Was there any shortage of tools or materials?	Yes	<input checked="" type="radio"/> No	If yes, explain:
Were there any visitors on the job?	Yes	<input checked="" type="radio"/> No	If yes, who?
Did you do any extra work?	Yes	<input checked="" type="radio"/> No	If yes, describe what it was, who for and total
Manhours:			
Were there any accidents on the job?	Yes	<input checked="" type="radio"/> No	If yes, give complete details,
including names of witnesses:			
Describe any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.:			
(If more space is needed, use the reverse side)		Foreman: 	


HEL000668

JA2520



Wednesday		DAILY JOB REPORT		Date	8-14-13
Job No.	161113	Job Name and Location: Craig Ranch Park			
Weather - A.M.	Sunny	Temperature - A.M.	80°	F	
Weather - P.M.	Sunny	Temperature - P.M.	105°	F	

WORK FORCE (INCL. SUBCONTRACTORS)				LOCATION AND DESCRIPTION OF WORK PERFORMED
Number	Craft	Hours	Name	
1838	99	8	Ray Prietzel	Service pedestal pads poured. Install pvc + grc at skate park. Replace damaged hand hole cover at plaza light pole. Windmill structure being installed. Review change orders with NLV. Clean out plumbing chases + label skate park panel. Clean up trash.


Was there any shortage of tools or materials?	Yes	<input checked="" type="radio"/> No	If yes, explain:
Were there any visitors on the job?	Yes	<input checked="" type="radio"/> No	If yes, who?
Did you do any extra work?	Yes	<input checked="" type="radio"/> No	If yes, describe what it was, who for and total
Manhours:			
Were there any accidents on the job?	Yes	<input checked="" type="radio"/> No	If yes, give complete details.
Including names of witnesses:			
Describe any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.:			
Insufficient lighting to see pull boxes, valve boxes + conduit. Site grading going on at 5:00 AM.			
(If more space is needed, use the reverse side)	Foreman: 		









DAILY JOB REPORT				Date 8-21-13
Job No. 161113		Job Name and Location: Craig Ranch Park		
Weather - A.M. Sunny		Temperature - A.M. 81°		F
Weather - P.M. Sunny		Temperature - P.M. 106°		F
WORK FORCE (INCL. SUBCONTRACTORS)				LOCATION AND DESCRIPTION OF WORK PERFORMED
Number	Craft	Hours	Name	
1838	99	8	Ray Prietzel	<p>Raise pull boxes at south end of park. Pretak lights for windmill structure.</p> <p>Clean up lights in skate park restroom. Hang Museo polo signs in tennis courts. Still need cloth completed in court.</p> <p>Cleaned fixtures in skate park restroom. Final inspection on pump house - passed inspection. Cleaned up material & site truck.</p>
Was there any shortage of tools or materials?				Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, explain:
Were there any visitors on the job?				Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, who?
Did you do any extra work?				Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, describe what it was, who for and total
Manhours:				
Were there any accidents on the job?				Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, give complete details, including names of witnesses:
Describe any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.:				
Bring 40' of 1" pvc to volleyball court for court sprinklers.				
(If more space is needed, use the reverse side)				Foreman: 

HEL000676

JA2528



DAILY JOB REPORT				Date <u>8-23-13</u>
Friday				
Job No. <u>161113</u>	Job Name and Location: <u>Craig Ranch Park</u>			
Weather - A.M. <u>Sunny</u>		Temperature - A.M. <u>81°</u>		F
Weather - P.M. <u>Sunny</u>		Temperature - P.M. <u>102°</u>		F
WORK FORCE (INCL. SUBCONTRACTORS)				LOCATION AND DESCRIPTION OF WORK PERFORMED
Number	Craft	Hours	Name	
<u>1838</u>	<u>99</u>	<u>8</u>	<u>Ray Prietzel</u>	<u>Install conduit + wire for score boards. Energize score boards + hot check. Use + check wireless scoreboard controls.</u>
Was there any shortage of tools or materials?				Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, explain:
Were there any visitors on the job?				Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, who?
Did you do any extra work?				Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, describe what it was, who for and total
Manhours:				
Were there any accidents on the job?				Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, give complete details, including names of witnesses:
Describe any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.:				
<u>Perkins not installed at windmills. Can not complete work at windmills.</u>				
(If more space is needed, use the reverse side)				Foreman: <u>[Signature]</u>

5/94

HEL000678

JA2530



Monday		DAILY JOB REPORT		Date	8-26-13
Job No.	161113	Job Name and Location: Craig Ranch Park			
Weather - A.M.	Cloudy	Temperature - A.M.	73°	F	
Weather - P.M.	Cloudy	Temperature - P.M.	85°	F	

WORK FORCE (INCL. SUBCONTRACTORS)				LOCATION AND DESCRIPTION OF WORK PERFORMED
Number	Craft	Hours	Name	
1838	99	8	Ray Prietzel	Send tools back to the shop. Repair trail light - fuse blown, level lot, lot lights on shade structure, tighten lock rings. Straighten out & as build Holix blue prints. No decking at windmill. Cleaned up site trailer. Crash cap on light pole is damaged at the volleyball court, it will need replacement

Was there any shortage of tools or materials?	Yes	<input checked="" type="radio"/> No	If yes, explain:
Were there any visitors on the job?	Yes	<input checked="" type="radio"/> No	If yes, who?
Did you do any extra work?	Yes	<input checked="" type="radio"/> No	If yes, describe what it was, who for and total
Manhours:			
Were there any accidents on the job?	Yes	<input checked="" type="radio"/> No	If yes, give complete details, including names of witnesses:

Describe any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.:

Water leaks outside of baseball and skate park restrooms. Inspectors not called in for picnic structures

(If more space is needed, use the reverse side)

Foreman:



5/94

HEL000679

JA2531



DAILY JOB REPORT					
Date					
Tuesday					
Job No.	Job Name and Location:				
161113	Craig Ranch Park				
Weather - A.M.	Partly cloudy		Temperature - A.M.	70°	F
Weather - P.M.	Sunny		Temperature - P.M.	91°	F
WORK FORCE (INCL. SUBCONTRACTORS)			LOCATION AND DESCRIPTION OF WORK PERFORMED		
Number	Craft	Hours	Name		
1838	99	8	Ray Prietzel	Pre-fab boxes and conduit for windmill lights. Meet with Rockway to discuss pump lift stations. Lay out push buttons at volleyball courts. Struck up 1" pvc for controls. Tele/Data on site today.	
Was there any shortage of tools or materials?			Yes	No	If yes, explain:
Were there any visitors on the job?			Yes	No	If yes, who?
Did you do any extra work?			Yes	No	If yes, describe what it was,
Manhours:			who for and total		
Were there any accidents on the job?			Yes	No	If yes, give complete details,
Including names of witnesses:					
Describe any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.:					
Need ballast lights for Rose garden delivered. Inspections called in for tomorrow, at various structures.					
(If more space is needed, use the reverse side)			Foreman:		
5/94			[Signature]		









DAILY JOB REPORT

Date

7-4-13

Job No.

161113

Job Name and Location:

Craig Ranch Park

Weather - A.M.

cloudy

Temperature - A.M.

74°

F

Weather - P.M.

cloudy

Temperature - P.M.

92°

F

WORK FORCE (INCL. SUBCONTRACTORS)

LOCATION AND DESCRIPTION OF WORK PERFORMED

Number	Craft	Hours	Name
1838	99	10	Ray Pietzel

Install EC-1 disconnect.
Install and tie + wire.
Wire controls to H-H-1.
Concrete deck poured for
and fill. Get mudrugs
for Tele/Data trim.
TMA on site for delivery
and material pick up

Was there any shortage of tools or materials?

Yes

☒ No

If yes, explain:

Were there any visitors on the job?

Yes

☒ No

If yes, who?

Did you do any extra work?

Yes

☒ NoIf yes, describe what it was,
who for and total

Manhours:

Were there any accidents on the job?

Yes

☒ No

If yes, give complete details,

Including names of witnesses:

Describe any information which could be valuable in recovering costs via claims or protection against claims by
others, interference by other contractors, etc.:

Aeration pump still not
interlocked with water valves yet. Manual turn on
daily.

(If more space is needed, use the
reverse side)

Foreman:




5/94

HEL000685

JA2537




DAILY JOB REPORT				Date
Thursday				
Job No. 161113	Job Name and Location: Craig Ranch Park			
Weather - A.M. Sunny	Temperature - A.M. 81°		F	
Weather - P.M. Sunny	Temperature - P.M. 100°		F	
WORK FORCE (INCL. SUBCONTRACTORS)				LOCATION AND DESCRIPTION OF WORK PERFORMED
Number	Craft	Hours	Name	
1838	99	10	Ray Prietzel	Pipe haws run up to windmill structures. Pull wire and terminate driving and light fixtures. Hot check at crumple. Clean up trash. Send wire to postbox and receive telephone back boards.
Was there any shortage of tools or materials?				Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, explain:
Were there any visitors on the job?				Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, who?
Did you do any extra work?				Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, describe what it was, who for and total
Manhours:				
Were there any accidents on the job?				Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, give complete details, including names of witnesses:
Describe any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.:				
(If more space is needed, use the reverse side)			Foreman: 	

HEL000686

JA2538



Friday		DAILY JOB REPORT		Date 9-6-13	
Job No. 161113		Job Name and Location: Craig Ranch Park			
Weather - A.M. Sunny		Temperature - A.M. 77°		F	
Weather - P.M. Sunny		Temperature - P.M. 99°		F	
WORK FORCE (INCL. SUBCONTRACTORS)				LOCATION AND DESCRIPTION OF WORK PERFORMED	
Number	Craft	Hours	Name		
1838	99	10	Ray Prietzel	Mount ground bars + plywood back boards in plumbing chases. Mount studs in Tennis courts. Mount Panel lock at picnic shelter and wait for approval from NLV.	
Was there any shortage of tools or materials?				Yes	No <input checked="" type="radio"/>
Were there any visitors on the job?				Yes	No <input checked="" type="radio"/>
Did you do any extra work?				Yes	No <input checked="" type="radio"/>
Manhours:				If yes, describe what it was, who for and total	
Were there any accidents on the job?				Yes	No <input checked="" type="radio"/>
Including names of witnesses:				If yes, give complete details.	
Describes any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.:					
Installed + hand dryers in restrooms. Need mechanical equipment					
(If more space is needed, use the reverse side)				Foreman: 	
				5/94	

HEL000687

JA2539



HEL000688

JA2540



DAILY JOB REPORT

Date 9-9-13

Job No. 161113

Job Name and Location: Craig Ranch Park

Weather - A.M. Cloudy

Temperature - A.M. 73°

F

Weather - P.M. Cloudy

Temperature - P.M. 91°

F

WORK FORCE (INCL. SUBCONTRACTORS)

LOCATION AND DESCRIPTION OF WORK PERFORMED

Number	Craft	Hours	Name	
1838	99	8	Ray Prietzel	Install locks on dismount
				Mount ballards and hot seat
				Install pic at interactive
				playground for the children
				Empty trash can garbage.
				Place restroom partitions installed
				recycle bins, mirrors plates,
				fuel up site truck,
				Backway on site for pump
				lift station. Tele, data on
				site for termination

Was there any shortage of tools or materials?

Yes

☒ No

If yes, explain:

Were there any visitors on the job?

Yes

☒ No

If yes, who?

Did you do any extra work?

Yes

☒ NoIf yes, describe what it was,
who for and total

Manhours:

Were there any accidents on the job?

Yes

☒ No

If yes, give complete details.

Including names of witnesses:

Describe any information which could be valuable in recovering costs via claims or protection against claims by
others, interference by other contractors, etc.:

Need T-bar cooling installed in kiosk. Mechanical equipment not installed.

(If more space is needed, use the
reverse side)

Foreman:

5/94

HEL000689

JA2541



Tuesday		DAILY JOB REPORT		Date	9-10-13
Job No.	161113	Job Name and Location: Craig Ranch Park			
Weather - A.M.		Temperature - A.M.	75°	F	
Weather - P.M.	Cloudy	Temperature - P.M.	89°	F	

WORK FORCE (INCL. SUBCONTRACTORS)

LOCATION AND DESCRIPTION OF WORK PERFORMED

Number	Craft	Hours	Name
1838	99	8	Ray Prietzel

Inspection on parking lot lights. assessed. large picnic structure inspection. assessed. leveled light poles in parking lots. Backway needs to check pump for proper voltage. terminations light pole damaged near pump house.

Was there any shortage of tools or materials?	Yes	No	If yes, explain:
Were there any visitors on the job?	Yes	No	If yes, who?
Did you do any extra work?	Yes	No	If yes, describe what it was, who for and total
Manhours:			
Were there any accidents on the job?	Yes	No	If yes, give complete details, including names of witnesses:

Describe any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.:

at skate park restroom. Notified Area of water tank structure final inspection.

(If more space is needed, use the reverse side)

Foreman:

5/94

HEL000690

JA2542



Monday		DAILY JOB REPORT		Date 9-16-13	
Job No. 161113		Job Name and Location: Craig Ranch Park			
Weather - A.M. Sunny		Temperature - A.M. 77°		F	
Weather - P.M. Sunny		Temperature - P.M. 96°		F	

WORK FORCE (INCL. SUBCONTRACTORS)

Number	Craft	Hours	Name
1838	99	8	Ray Pietzel

LOCATION AND DESCRIPTION OF WORK PERFORMED

Repair broken pvc and damaged wire at large picnic structure. Pipe + wire damaged by landscapers. Rough in and install interactive playground equipment at the tree house. Batteries going bad on site truck. Clean up trash and hot check circuits.

Was there any shortage of tools or materials?	Yes	<input checked="" type="radio"/> No	If yes, explain:
Were there any visitors on the job?	Yes	<input checked="" type="radio"/> No	If yes, who?
Did you do any extra work?	Yes	<input checked="" type="radio"/> No	If yes, describe what it was,
Manhours:	who for and total		
Were there any accidents on the job?	Yes	<input checked="" type="radio"/> No	If yes, give complete details,
Including names of witnesses:			

Describe any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.:

4 hrs to repair wire + pipe. Touch pads need adjustment at playground, notified Apao and Evans recreation about the touch pad issue

(If more space is needed, use the reverse side)

Foreman:



5/94

HEL000694

JA2546



Tuesday		DAILY JOB REPORT	Date 9-17-13
Job No. 161113	Job Name and Location: Craig Ranch Park		
Weather - A.M. Sunny	Temperature - A.M. 78°	F	
Weather - P.M. Sunny	Temperature - P.M. 98°	F	

WORK FORCE (INCL. SUBCONTRACTORS)				LOCATION AND DESCRIPTION OF WORK PERFORMED
Number	Craft	Hours	Name	
1838	99	8	Ray Prietzel	Touch up paint on trail lights, level and adjust. Battery on site truck is dead, called in for new battery. Prefab conduit & wire for playground equipment. Replace bad ballast at picnic structure. Clean up trash.

Was there any shortage of tools or materials?	Yes	<input checked="" type="radio"/> No	If yes, explain:
Were there any visitors on the job?	Yes	<input checked="" type="radio"/> No	If yes, who?
Did you do any extra work?	Yes	<input checked="" type="radio"/> No	If yes, describe what it was, who for and total
Manhours:			
Were there any accidents on the job?	Yes	<input checked="" type="radio"/> No	If yes, give complete details, including names of witnesses:
Describe any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.:			
Pump lift station motor still not replaced			
(If more space is needed, use the reverse side)	Foreman:		

HEL000695

JA2547



Wednesday		DAILY JOB REPORT		Date	6-18-13
Job No.	161113	Job Name and Location: Craig Ranch Park			
Weather - A.M.	Sunny	Temperature - A.M.	78°	F	
Weather - P.M.	Sunny	Temperature - P.M.	98°	F	

WORK FORCE (INCL. SUBCONTRACTORS)

Number	Craft	Hours	Name
1838	99	8	Ray Prietzel

LOCATION AND DESCRIPTION OF WORK PERFORMED

Hook up touch key pads for interactive playground, pads were sent out wrong - fixed and installed per manyfold. Hot check at tree house fort. Wheel off and make material list for IT work for fiber mesh. Haul light pole bases to maintenance yard. Battery replaced in site truck.

Was there any shortage of tools or materials?	Yes	<input checked="" type="radio"/> No	If yes, explain:
Were there any visitors on the job?	Yes	<input checked="" type="radio"/> No	If yes, who?
Did you do any extra work?	Yes	<input checked="" type="radio"/> No	If yes, describe what it was, who for and total
Manhours:			
Were there any accidents on the job?	Yes	<input checked="" type="radio"/> No	If yes, give complete details, including names of witnesses:

Describe any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.:

not controlled properly. Turn on operation panel - manually - still

(If more space is needed, use the reverse side)

Foreman



5/94

HEL000696

JA2548



Thursday		DAILY JOB REPORT	Date 9-19-13
Job No. 161113	Job Name and Location: Craig Ranch Park		
Weather - A.M. Sunny, breezy	Temperature - A.M. 70°		F
Weather - P.M. Sunny	Temperature - P.M. 93°		F

WORK FORCE (INCL. SUBCONTRACTORS)
LOCATION AND DESCRIPTION OF WORK PERFORMED

Number	Craft	Hours	Name	Location and Description of Work Performed
1838	99	8	Ray Prietzel	Install conduit and devices for rattlesnake slide. Hot check - all good. Southwest Electrotech on site to install Arc Flash stickers on MS4+ MS6. level light poles - bases hit by equipment. New collar poured for NU energy vault - grader hit the collar.

Was there any shortage of tools or materials?	Yes <input type="radio"/> No <input checked="" type="radio"/>	If yes, explain:
Were there any visitors on the job?	Yes <input checked="" type="radio"/> No <input type="radio"/>	If yes, who?
Southwest Electrotech		
Did you do any extra work?	Yes <input type="radio"/> No <input checked="" type="radio"/>	If yes, describe what it was, who for and total
Manhours:		
Were there any accidents on the job?	Yes <input type="radio"/> No <input checked="" type="radio"/>	If yes, give complete details, including names of witnesses:

Describe any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.:

Interactive playgrounds complete - all touch pads and speakers work properly.

(If more space is needed, use the reverse side)

Foreman:

[Signature]

5/94

HEL000697

JA2549



Friday		DAILY JOB REPORT		Date 9-20-13	
Job No. 161113		Job Name and Location: Craig Ranch Park			
Weather - A.M. Sunny		Temperature - A.M. 70°		F	
Weather - P.M. Sunny		Temperature - P.M. 95°		F	

WORK FORCE (INCL. SUBCONTRACTORS)

Number	Craft	Hours	Name
1838	99	8	Ray Prietzel

LOCATION AND DESCRIPTION OF WORK PERFORMED

Install conduit + wire for
 HP-1 at baseball Kiosk.
 Hot check and install T-
 stat. Review IT fiber mesh
 work with PM. Haul material
 to maintenance yard. Clean
 up truck #66.

Was there any shortage of tools or materials?	Yes	<input checked="" type="radio"/> No	If yes, explain:
Were there any visitors on the job?	Yes	<input checked="" type="radio"/> No	If yes, who?
Did you do any extra work?	Yes	<input checked="" type="radio"/> No	If yes, describe what it was,
Manhours:	who for and total		
Were there any accidents on the job?	Yes	<input checked="" type="radio"/> No	If yes, give complete details,
including names of witnesses:			

Describe any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.:

Kiosk, Need T-bar ceiling installed in

(If more space is needed, use the reverse side)

Foreman:



5/94

HEL000698

JA2550



Monday		DAILY JOE RT		Date 9-23-13
Job No. 161113	Job Name and Location: Craig Ranch Park			
Weather - A.M. Sunny	Temperature - A.M. 68°		F	
Weather - P.M. Sunny	Temperature - P.M. 84°		F	

WORK FORCE (INCL. SUBCONTRACTORS)

Number	Craft	Hours	Name
1838	99	8	Ray Prietzel

LOCATION AND DESCRIPTION OF WORK PERFORMED

Pipe, wire and hot check
Exhaust fans in all restrooms
Repair light fixture in
community garden. Wheel off
fiber run for future IT
work. Cleaned up trash.

Was there any shortage of tools or materials?	Yes	<input checked="" type="radio"/> No	If yes, explain:
Were there any visitors on the job?	Yes	<input checked="" type="radio"/> No	If yes, who?
Did you do any extra work?	Yes	<input checked="" type="radio"/> No	If yes, describe what it was, who for and total
Manhours:			
Were there any accidents on the job?	Yes	<input checked="" type="radio"/> No	If yes, give complete details.
Including names of witnesses:			

Describe any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.:

T-stat for HP-1 + FC-1 - ready for start up. checked power - all good. Talk with the plumber - need

(If more space is needed, use the reverse side)

Foreman:

[Signature]

5/94

HEL000699

JA2551



[illegible]



Thursday DAILY JOB REPORT Date 9-26-13

Job No. 161113 Job Name and Location: Craig Ranch Park

Weather - A.M. Sunny Temperature - A.M. 54° F

Weather - P.M. Sunny Temperature - P.M. 74° F

WORK FORCE (INCL. SUBCONTRACTORS)

Number	Craft	Hours	Name
1838	99	8	Ray Prietzel

LOCATION AND DESCRIPTION OF WORK PERFORMED

Install fuse holders, crash caps + level light poles. Hot check poles, NV energy on site, install new locks for switch gear. Mount boxes on pedestals. Clean up trash.

Was there any shortage of tools or materials? Yes ☒ No If yes, explain:

Were there any visitors on the job? Yes ☒ No If yes, who?

Did you do any extra work? Yes ☒ No If yes, describe what it was, Manhours: who for and total

Were there any accidents on the job? Yes ☒ No If yes, give complete details, Including names of witnesses:

Describe any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.:

(If more space is needed, use the reverse side)

Foreman:

[Signature]

5/94

HEL000702

JA2554





[illegible]

HEL000704



Tuesday DAILY JOB REPORT Date *10-1-13*

Job No. *161113* Job Name and Location: *Craig Ranch Park*

Weather - A.M. *Sunny* Temperature - A.M. *63°* F

Weather - P.M. *Sunny* Temperature - P.M. *90°* F

WORK FORCE (INCL. SUBCONTRACTORS)

Number	Craft	Hours	Name
<i>1838</i>	<i>99</i>	<i>8</i>	<i>Ray Prietzel</i>

LOCATION AND DESCRIPTION OF WORK PERFORMED

*hot check large picnic structure
night light needed a new
lamp. pipe, pull wire & terminate
fertilization system in pump
house. Clean up trash in
pump house. Smog truck #66
Truck passed. Came in at
7:00pm for lighting walk
with NLV. All phase 2
lights were good.*

Was there any shortage of tools or materials? Yes ☒ No ☐ If yes, explain:

Were there any visitors on the job? Yes ☒ No ☐ If yes, who?

Did you do any extra work? Yes ☒ No ☐ If yes, describe what it was, who for and total

Manhours:

Were there any accidents on the job? Yes ☒ No ☐ If yes, give complete details.

Including names of witnesses:

Describe any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.:

final electrical on all buildings and trail lighting. Open inspections called in for

(If more space is needed, use the reverse side)

Foreman:

[Signature]

HEL000705

JA2557



[illegible]

HEL000706



[illegible]

HEL000707



Friday		DAILY JOB REPORT		Date	10-4-13
Job No.	161113	Job Name and Location: Craig Ranch Park			
Weather - A.M.	Sunny	Temperature - A.M.	50°	F	
Weather - P.M.	Sunny	Temperature - P.M.	73°	F	

WORK FORCE (INCL. SUBCONTRACTORS)

LOCATION AND DESCRIPTION OF WORK PERFORMED

Number	Craft	Hours	Name
1838	99	8	Ray Prietzel

Clean up buildings + truck
Pipe + wire at dump house
Clean up tele / old's trash.

Was there any shortage of tools or materials?

Yes

No

If yes, explain:

Were there any visitors on the job?

Yes

No

If yes, who?

Did you do any extra work?

Yes

No

If yes, describe what it was,

Manhours:

who for and total

Were there any accidents on the job?

Yes

No

If yes, give complete details,

Including names of witnesses:

Describe any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.:

Need change orders signed
so work can be completed for the grand opening.

(If more space is needed, use the reverse side)

Foreman:

'94

HEL000708

JA2560





Wednesday		DAILY JOB REPORT	Date 10-9-13
Job No. 161113	Job Name and Location: Craig Ranch Park		
Weather - A.M. Sunny	Temperature - A.M. 69°	F	
Weather - P.M. Sunny	Temperature - P.M. 82°	F	

WORK FORCE (INCL. SUBCONTRACTORS)				LOCATION AND DESCRIPTION OF WORK PERFORMED
Number	Craft	Hours	Name	
1838	99	8	Ray Prietzel	Pipe flow + tampers in Kick Pipe in antenna in pump house. Turn on aeration panel - still not tied into watertronic MCC panel. Walk the site with NLU traffic dept for punch list items. clean up pump house

Was there any shortage of tools or materials?	Yes	<input checked="" type="radio"/> No	If yes, explain:
Were there any visitors on the job?	Yes	<input checked="" type="radio"/> No	If yes, who?
Did you do any extra work?	Yes	<input checked="" type="radio"/> No	If yes, describe what it was, who for and total
Manhours:			
Were there any accidents on the job?	Yes	<input checked="" type="radio"/> No	If yes, give complete details,
Including names of witnesses:			
Describe any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.:			
(If more space is needed, use the reverse side)	Foreman:		

5/94

HEL000711

JA2563



[illegible]

Friday		DAILY JOB REPORT		Date	10-11-13
Job No.	161113	Job Name and Location: Craig Ranch Park			
Weather - A.M.	Sunny	Temperature - A.M.	52°	F	
Weather - P.M.	Sunny	Temperature - P.M.	72°	F	

WORK FORCE (INCL. SUBCONTRACTORS)

LOCATION AND DESCRIPTION OF WORK PERFORMED

Number	Craft	Hours	Name	
1838	99	8	Ray Pietzel	Work on central plaza change order. Install breakers, make up panel and pull wire. Clean up site.

Was there any shortage of tools or materials?	Yes	<input checked="" type="radio"/> No	If yes, explain:
Were there any visitors on the job?	Yes	<input checked="" type="radio"/> No	If yes, who?
Did you do any extra work?	Yes	<input checked="" type="radio"/> No	If yes, describe what it was, who for and total
Manhours:			
Were there any accidents on the job?	Yes	<input checked="" type="radio"/> No	If yes, give complete details, including names of witnesses:

Describe any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.:

(If more space is needed, use the reverse side)

Foreman:

[Signature]

5/94

HEL000713

JA2565



[illegible]





Friday

DAILY JOB REPORT

Date 10-18-13

Job No. 161113

Job Name and Location: Craig Ranch Park

Weather - A.M. Sunny

Temperature - A.M. 54° F

Weather - P.M. Sunny

Temperature - P.M. 76° F

WORK FORCE (INCL. SUBCONTRACTORS)

Number	Craft	Hours	Name
1838	99	8	Ray Pritzel

LOCATION AND DESCRIPTION OF WORK PERFORMED

Haul material to the shop

Clean up storage room.

Punch list & clean up

Pull wire to PIU, install outlet for panel.

Was there any shortage of tools or materials?

Yes

No

If yes, explain:

Were there any visitors on the job?

Yes

No

If yes, who?

Did you do any extra work?

Yes

No

If yes, describe what it was, who for and total

Manhours:

Were there any accidents on the job?

Yes

No

If yes, give complete details,

Including names of witnesses:

Describe any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.:

(If more space is needed, use the reverse side)

Foreman:

[Signature]

5/94

HEL000718

JA2570





Tuesday		DAILY JOB REPORT	Date
Job No. 161113	Job Name and Location: Craig Ranch Park		
Weather - A.M. Sunny	Temperature - A.M. 86°	F	
Weather - P.M. Sunny	Temperature - P.M. 81°	F	

WORK FORCE (INCL. SUBCONTRACTORS)				LOCATION AND DESCRIPTION OF WORK PERFORMED
Number	Craft	Hours	Name	
1838	99	8	Ray Pietzel	Change orders, clean up + punch lists, Review + walk punch list items with NLV and Apco.

Was there any shortage of tools or materials?	Yes	<input checked="" type="radio"/> No	If yes, explain:
Were there any visitors on the job?	Yes	<input checked="" type="radio"/> No	If yes, who?
Did you do any extra work?	Yes	<input checked="" type="radio"/> No	If yes, describe what it was, who for and total
Manhours:			
Were there any accidents on the job?	Yes	<input checked="" type="radio"/> No	If yes, give complete details.
Including names of witnesses:			
Describe any information which could be valuable in recovering costs via claims or protection against claims by others, interference by other contractors, etc.:			

(If more space is needed, use the reverse side)	Foreman:
---	----------



[illegible]

EXHIBIT

JX007

CITY OF NORTH LAS VEGAS

PERFORMANCE BOND

BOND NUMBER 024043470
DATE EXECUTED December 20, 2011

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NRS 683A.090. NOTE: INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

KNOW ALL MEN BY THESE PRESENTS, That we, the CONTRACTOR AND SURETY, are held and firmly bound unto the City of North Las Vegas, Nevada, hereinafter referred to as the City, in the penal sum of Twenty Eight Million, Five Hundred Twelve Thousand, Fifty-Four and No/100 Dollars (\$28,512,054.00) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the CONTRACTOR entered into a certain Contract with the City, to perform all Work required under the Bidding Schedule(s), Bid No. 1390, of the City's specifications, entitled CRAIG RANCH REGIONAL PARK - PHASE II.

NOW THEREFORE, if said CONTRACTOR shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions and agreements of said Contract during the original term of said Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, that any modifications in the Work to be done or the materials to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract release either said Contractor or said Surety, and notice of such modifications or extensions of the Contract is hereby waived by said Surety.

SIGNED this 20th day of Decemeber, 2011.

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

APCO Construction
(Principal Contractor)

Jay N. Smith, Secretary
(Authorized Representative and Title)

By: _____
(Signature)

Surety: Safeco Insurance Company of America

65561
(State of Nevada, License Number)

Tiffany Coronado / License No. 735000
(Managing General Agent)

By: *Tiffany Coronado*
(Signature)

HUB International Insurance Services
Address: 8925 W. Russell Road, Suite 220, Las Vegas, NV 89148

Telephone: (702)365-9800

ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT CIRCULAR 570, CURRENT REVISION) AND AS LISTED WITH A. M. BEST COMPANY WITH A RATING OF A OR BETTER.

CA-3

HEL000450

JA2579



EXHIBIT

JX008

CITY OF NORTH LAS VEGAS
LABOR AND MATERIAL PAYMENT BOND

BOND NUMBER 024043470
DATE EXECUTED December 20, 2011

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NRS 683A.090. NOTE: INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

KNOW ALL MEN BY THESE PRESENTS, That we, the CONTRACTOR AND SURETY, are held and firmly bound unto the City of North Las Vegas, Nevada, hereinafter referred to as the City, in the penal sum of *** for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

*** Twenty Eight Million, Five Hundred Twelve Thousand, Fifty-Four and No/100 Dollars (\$28,512,054.00)
THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the CONTRACTOR entered into a certain Contract with the City, to perform all Work required under the Bidding Schedule(s), Bid No. 1390, of the City's specifications, entitled CRAIG RANCH REGIONAL PARK - PHASE II.

NOW THEREFORE, if said CONTRACTOR, fails to pay for any materials, equipment, or other supplies, or for rental of same, used in connection with the performance of Work contracted to be done, or for amounts due under applicable State Law for any work or labor thereon, said Surety will pay for the same in an amount not exceeding the sum specified above and in the event suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond shall insure to the benefit of any persons, companies or corporations entitled to file claims under applicable State Law. This bond shall remain in effect until two (2) years after the date of final acceptance of the Work by the City Council.

PROVIDED, that any modifications in the Work to be done or the materials to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract release either said Contractor or said Surety, and notice of such modifications or extensions of the Contract is hereby waived by said Surety.

SIGNED this 20th day of December, 2011.

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

APCO Construction
(Principal Contractor)

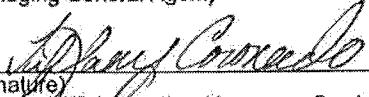
Jay N. Smith, Secretary
(Authorized Representative and Title)

By: _____
(Signature)

Surety: Safeco Insurance Company of America

65561
(State of Nevada, License Number)

Tiffany Coronado / License No: 735000
(Managing General Agent)

By: 
(Signature)
HUB International Insurance Services

Address: 8925 W. Russell Road, Suite 220, Las Vegas, NV 89148

Telephone: (702)365-9800

ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT CIRCULAR 570, CURRENT REVISION) AND AS LISTED WITH A. M. BEST COMPANY WITH A RATING OF A OR BETTER.

CA-4

HEL000451

JA2581



EXHIBIT

JX009

CITY OF NORTH LAS VEGAS

GUARANTEE BOND

BOND NUMBER 024043470
DATE EXECUTED December 20, 2011

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NRS 683A.090. NOTE: INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

GUARANTEE for

APCO Construction, 3840 N. Commerce Street, North Las Vegas, NV 89032

(Name and Address of Prime Contractor)

We hereby guarantee that the CRAIG RANCH REGIONAL PARK - PHASE II which we have constructed, has been completed in accordance with the Contract Documents, and that the Work as constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of the Work together with any other adjacent Work which may be damaged in so doing, that may prove to be defective in workmanship or materials within a period of one year from the date of final acceptance of the above-named Work by the City of North Las Vegas, State of Nevada, without expense whatsoever to the City of North Las Vegas, ordinary wear and unusual abuse or neglect are exempted.

In the event of our failure to comply with the above-mentioned conditions within five (5) days after being notified in writing by the City of North Las Vegas, Nevada, we collectively or separately do hereby authorize the City of North Las Vegas to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand.

SIGNED this 20th day of December, 2011.

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

APCO Construction

(Principal Contractor)

Jay N. Smith, Secretary

(Authorized Representative and Title)

By: _____
(Signature)

Surety: Safeco Insurance Company of America

65561

(State of Nevada, License Number)

Tiffany Coronado / License No: 735000

(Managing General Agent)

By: Tiffany Coronado
(Signature)

HUB International Insurance Services

Address: 8925 W. Russell Road, Suite 220, Las Vegas, NV 89148

Telephone: (702)365-9800

ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT CIRCULAR 570, CURRENT REVISION) AND AS LISTED WITH A. M. BEST COMPANY WITH A RATING OF A OR BETTER.

CA-5

HEL000452

JA2583



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

4735374

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

SAFECO INSURANCE COMPANY OF AMERICA
SEATTLE, WASHINGTON
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Safeco Insurance Company of America (the "Company"), a Washington stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint GREGORY K. PIKE, BERNHARD TRUJILLO, LAURA BRICHETTO, TIFFANY CORONADO, ALL OF THE CITY OF LAS VEGAS, STATE OF NEVADA

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding TWO HUNDRED FIFTY MILLION AND 00/100 DOLLARS (\$ 250,000,000.00) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE IV - Officers: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article IV, Section 12 of the By-laws, David M. Carey, Assistant Secretary of Safeco Insurance Company of America, is authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Safeco Insurance Company of America has been affixed thereto in Plymouth Meeting, Pennsylvania this 27th day of July 2011.



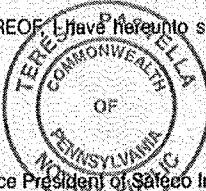
SAFECO INSURANCE COMPANY OF AMERICA

By David M. Carey
David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 27th day of July, 2011, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of Safeco Insurance Company of America; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Safeco Insurance Company of America thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Vice President of Safeco Insurance Company of America, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Officer specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article IV, Section 12 of the By-laws of Safeco Insurance Company of America.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Safeco Insurance Company of America at a meeting duly called and held on the 18th day of September, 2009.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 20th day of December, 2011.



By Gregory W. Davenport
Gregory W. Davenport, Vice President

HEL000453

JA2584

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Not valid for mortgage, currency rate, interest rate, bank deposit, letter of credit, residual value guarantees.



EXHIBIT

JX010



APCO Construction
3840 North Commerce Street
North Las Vegas NV 89032
(702) 734-0198

License: 0014563

Purchase Order

Order#: 183-009

Date: 03/15/2012

Billed To: Graybar Electric
7055 S. Decatur Blvd.
Las Vegas NV 89118

Project: Craig Ranch Phase 2 Project
PWP CL-2010-142
628 West Craig Road
North Las Vegas NV 89032

You are hereby requested to provide the following materials/services
to the above named project for the price listed below.

Ordered By: 0

Accepted By: _____ Date: _____

Part #	Description	Unit	Quantity	Price	Amount
	Complete Lighting & Fixture Package		1.00	2,248,480.00	2,248,480.00
				Subtotal:	2,248,480.00

Notes

Per terms and conditions of attached Graybar PO #1611XX-00XX Dated 01/18/12. Price includes all applicable taxes and delivery to jobsite.

Terms: All changes to quantity, specification or price must be approved in writing. All materials/services must be delivered to job site unless otherwise instructed in writing. Failure to deliver materials or services in a timely fashion will release contractor from any obligation to purchase implied by this order.

Subtotal:	2,248,480.00
Sales Tax:	0.00
Total Order	2,248,480.00

APCO001269

JA2586



PURCHASE ORDER

P.O. NO.: 1611XX-00XX

VENDOR: GRAYBAR ELECTRIC
7055 S. Decatur Blvd.
Las Vegas, NV

Phase Code:
Job Name: Craig Ranch Regional Park Phase II
Job Address:

Date: 12 Jan 12

Phone: (702) 876-9888
Fax: (702) 876-2949
Attn: Tom Ciccone

Job Phone: (702) 732-1188
Job Fax: (702) 732-4386
Attn: Kirk Williams

1. PURCHASE ORDER is issued for Light Fixture Package complete, ~~per plans and specs~~, including but not limited to, the attached Bill of Materials with all applicable freight charges, F.O.B. ~~jobsite~~ Shipping Point
2. HOLD FOR RELEASE/DELIVERY. After release, Helix Electric (HE) must be given 48 hours notification prior to delivery to jobsite or delivery may be refused at no additional cost to HE. Notify: Rick Clement (702) 580-2250
3. Vendor will immediately secure all catalog cuts, O & M manuals, certificates, instructions and any other literature required by the specifications for: and accessories provided herein.
4. COMPLETE Fixture & Lighting Control SUBMITTALS REQUIRED BY: 27 Jan 12
5. Unit prices ~~MUST~~ be provided prior to invoicing. Prices firm through project completion date. for Attached BOM only
6. If Buy America Act applies to this order, all articles, materials and supplies furnished per this Agreement must be manufactured in the U. S.
7. Provide lighting fixtures complete with lamps installed and all mounting hardware & accessories.
8. All gear, fixture and supplies are to be delivered on pallets, shrink wrapped, where possible.
9. Vendor to advise at time of notice for delivery if delivery requires any special equipment (forklift, crane, etc.) for unloading shipment.
10. Provide 10 copies of submittals & 1 Electronic
11. Vendor is responsible for obtaining plans and specifications for this project.

PAYMENT TERMS AND CONDITIONS:

- A. Invoices must be approved by HE Project Manager and received prior to the 25th of each month.
- B. Vendor invoices will be paid upon the receipt of payment and in accordance with Nevada law. GRAYBAR Standard Terms
- C. Unit Prices ~~MUST~~ be provided prior to invoicing otherwise invoices will be returned.
- D. Prices firm through project completion date. for Attached BOM only
- E. General Conditions pages one and two attached hereto are incorporated into purchase order.

Accepted AS NOTED AND INITIALED
THE TOTAL AMOUNT OF THE PURCHASE ORDER IS: \$2,248,480.00
(Including all applicable state and local sales taxes)

Helix Electric ("HE")

Important: Our purchase order number must appear on all invoices, packages, packing slips and so on. Notify HE immediately if you are not able to complete order by dates stated herein.

Kirk Williams
Project Manager

Date

Agreed and Acknowledged: GRAYBAR ELECTRIC

By: Tom Ciccone

Date

HELIIX ELECTRIC 3078 E. Sunset Rd., Ste. #9 Las Vegas, NV 89120 702-732-1188 License #0053810

APCO001270

JA2587



GENERAL CONDITIONS

1. This purchase order, when accepted by Seller, shall constitute a valid and binding contract that shall be governed by and construed according to the laws of the State of California. Any attempt to ~~accept this purchase order in a manner or on terms and conditions different from those set forth herein shall not operate as an acceptance.~~ *Accepted As Noted AND Initial*
2. All material and equipment furnished under this purchase order shall be guaranteed by Seller against defects, and Seller agrees to replace without charge to Purchaser said material and equipment, or remedy any defects latent or patent not due to ordinary wear and tear or due to improper use or maintenance, which may develop within one year from date of acceptance by the owner, or within the *Shipment* guarantee period set forth in applicable plans and specifications, whichever is longer.
3. All material and equipment furnished under this purchase order shall be subject to Purchaser's inspection and testing, and the approval of the owner, the owner's architects, engineers, or other parties designated by them, the Seller agrees to furnish promptly the required number of submittal data or samples for said approval. In the event approval is not obtained, Purchaser shall have the option to either (a) cancel the purchase order with no further liability to Purchaser or Seller, or (b) require Seller to furnish material and/or equipment of the type and in such a manner as to meet requirements of plans and specifications, at no further cost to Purchaser.
4. ~~All material and equipment furnished hereunder shall be in strict compliance with plans, specifications, and general conditions applicable to the contract of Purchaser with the owner or with another contractor, and Seller shall be bound thereby in the performance of this contract. Seller expressly warrants that all material and equipment covered by this purchase order shall conform to all specifications, drawings, samples or descriptions furnished or specified, and shall be of merchantable quality and fit for the particular purpose intended. Seller agrees to defend, indemnify, and save harmless Purchaser from any loss, including consequential damages, resulting from the defective or non-conforming condition of any material and/or equipment supplied by Seller hereunder, or from Seller's failure to deliver said material and/or equipment, or from Seller's delay in the delivery of said materials and/or equipment.~~
5. Risk of loss is upon Seller until conforming materials are delivered to and have been inspected, and approved by Purchaser, notwithstanding the manner in which the goods are shipped and the payment of transportation costs. Seller shall promptly notify Purchaser of any shipment made, and no shipment under reservation of rights is authorized. No shipment of non-conforming materials as an accommodation is authorized without Purchaser's prior written consent.
6. Seller hereby agrees to defend, indemnify and save harmless Purchaser from and against all claims, liability, loss, damage or expense, including attorney's fees by reason of any actual or alleged infringement of letters patent or any litigation based thereon covering any article purchased hereunder.
7. ~~Time of delivery is of the essence of this purchase order. Purchaser reserves the right to cancel without any cancellation charges, all or any part of this purchase order, if it is not filled within the specified time.~~ *Understood to be of Importance to Both Parties. Purchaser SHALL BEAR Cost Incurred By GRABAS For Any Cancellation When*
8. ~~Seller and Purchaser shall not be obligated to resolve disputes arising under this purchase order by arbitration, unless (a) the prime contract with the owner or Purchaser's subcontract with the general contractor has an arbitration provision and (b) a particular dispute between Purchaser and Seller involves issues of fact or law which Purchaser is required to arbitrate under the terms of the prime contract or under Purchaser's subcontract with the general contractor. If arbitration is required under the terms of this provision, the same arbitrators utilized to resolve the dispute between the owner and/or general contractor and Purchaser shall be utilized to resolve the dispute under this provision. If Purchaser and owner, general contractor and/or others arbitrate matters relating to this purchase order, Seller agrees to participate as necessary and shall be bound by the result of the arbitration to the same degree as Purchaser is bound thereby.~~ *Cancel*



9. If any action or proceeding at law or in equity is brought to enforce or interpret the provisions of this contract, the prevailing party, whether at arbitration, trial or on appeal, shall be entitled to reasonable attorneys' fees, costs and other necessary disbursements in addition to any other remedy to which it may be entitled.

10. Seller shall furnish all necessary lien waivers, affidavits or other documents required to keep the owner's premises free from liens or claims for liens, arising out of the furnishing of the material or equipment herein, as payments are made from time to time under this purchase order.

11. Seller expressly affirms that Seller conforms to all Public Acts which require that "Every contract to which this state is a party shall contain the following clause: The Contractor agrees and warrants that in the performance of the contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion or national origin in any manner prohibited by the laws of the United States, the state of California and furthermore agrees to provide the Civil Rights Commission (now the Commission of Human Rights and Opportunities) with such information requested by the Commission concerning the employment practices and procedures of the contractor as relate to the provision of this section."

12. All prior representations, conversations, or preliminary negotiations are deemed merged in this purchase order. This purchase order may not be modified, amended, changed or discharged unless the same is in writing and signed by Purchaser.

13. Seller agrees to accept the return of any unused materials that were supplied under this purchase order, and agrees to limit the restocking charge to an amount ~~not to exceed twenty-five percent of the invoiced price of the returned materials.~~ *Equal to RFR Damage Received From Manufacturer*

14. Purchaser is in compliance with the requirements of Executive Order 11246 as amended, relating to equal employment opportunity and non segregated facilities; Executive Order 11625 relating to minority business enterprise; Executive Order 11701 (CFR 60-250) relating to the employment of veterans; and the Rehabilitation Act of 1973 (41 CFR Part 60-741) relating to the employment of handicapped persons.

15. Acceptance of this purchase order will confirm your compliance with the above-mentioned provisions. ~~If you believe that you are exempt from any of these provisions, you must send us a letter stating the facts upon which you base your exemption claims.~~ *Accepted As Noted and Initialed*

HELIX ELECTRIC 3078 E. Sunset Rd., Ste. #9 Las Vegas, NV 89120 702-732-1188 License #0053810

APCO001272

JA2589



P.O. NO.: 1611XX-00XX

Page: 1

VENDOR: GRAYBAR ELECTRIC

BILL OF MATERIAL					
ITEM	QUANTITY	DESCRIPTION	PRICE	PER	TOTAL
1	53	<u>TYPE F1</u> Per attached Fixture schedule 17'-6" Pole			
2	7	<u>TYPE F2</u> Per attached Fixture schedule 17'-6" Pole			
3	8	<u>TYPE F2B</u> Per attached Fixture schedule 17'-6" Pole			
4	113	<u>TYPE F3</u> Per attached Fixture schedule 14' Pole			
5	9	<u>TYPE F3B</u> Per attached Fixture schedule 14' Pole			
6	8	<u>TYPE F4C</u> Per attached Fixture schedule 20' Pole			
7	1	<u>TYPE F4D</u> Per attached Fixture schedule 20' Pole			
8	63	<u>TYPE F6</u> Per attached Fixture schedule			
9	11	<u>TYPE F7</u> Per attached Fixture schedule			
10	41	<u>TYPE F8</u> Per attached Fixture schedule			
11	25	<u>TYPE F9</u> Per attached Fixture schedule			
12	32	<u>TYPE F15</u> Per attached Fixture schedule			
TOTAL =>					

HELIX ELECTRIC 3078 E. Sunset Rd., Ste. #9 Las Vegas, NV 89120 702-732-1188 License #0053810

APCO001273

JA2590



P.O. NO.: 1611XX-00XX

Page: 2

VENDOR: GRAYBAR ELECTRIC

BILL OF MATERIAL					
ITEM	QUANTITY	DESCRIPTION	PRICE	PER	TOTAL
13	1	<u>TYPE T1</u> Per attached Fixture schedule 50' Pole			
14	1	<u>TYPE T2</u> Per attached Fixture schedule 50' Pole			
15	1	<u>TYPE T3</u> Per attached Fixture schedule 50' Pole			
16	1	<u>TYPE T4</u> Per attached Fixture schedule 50' Pole			
17	1	<u>TYPE T5</u> Per attached Fixture Schedule 50' Pole			
18	1	<u>TYPE T6</u> Per attached Fixture schedule 50' Pole			
19	1	<u>TYPE T7</u> Per attached Fixture schedule 50' Pole			
20	1	<u>TYPE T8</u> Per attached Fixture schedule 50' Pole			
21	1	<u>TYPE P1</u> Per attached Fixture schedule 50' Pole			
22	1	<u>TYPE P2</u> Per attached Fixture schedule 50' Pole			

TOTAL ==>

HELIX ELECTRIC 3078 E. Sunset Rd., Ste. #9 Las Vegas, NV 89120 702-732-1188 License #0053810

APCO001274

JA2591



P.O. NO.: 1611XX-00XX

Page: 3

VENDOR: GRAYBAR ELECTRIC

BILL OF MATERIAL					
ITEM	QUANTITY	DESCRIPTION	PRICE	PER	TOTAL
23	1	<u>TYPE P3</u> Per attached Fixture schedule 50' Pole			
24	1	<u>TYPE P4</u> Per attached Fixture schedule 50' Pole			
25	1	<u>TYPE P5</u> Per attached Fixture schedule 50' Pole			
26	1	<u>TYPE P6</u> Per attached Fixture schedule 50' Pole			
27	1	<u>TYPE P7</u> Per attached Fixture schedule 50' Pole			
28	1	<u>TYPE A1</u> Per attached Fixture schedule 70' Pole			
29	1	<u>TYPE A2</u> Per attached Fixture schedule 70' Pole			
30	1	<u>TYPE A3</u> Per attached Fixture schedule 70' Pole			
31	1	<u>TYPE B1</u> Per attached Fixture schedule 80' Pole			
32	1	<u>TYPE B2</u> Per attached Fixture schedule 80' Pole			
33	1	<u>TYPE B3</u> Per attached Fixture schedule 80' Pole			

TOTAL =>

HELIX ELECTRIC 3078 E. Swisest Rd., Ste. #9 Las Vegas, NV 89120 702-732-1188 License #0053810

APCO001275

JA2592



P.O. NO.: 1611XX-00XX

Page: 4

VENDOR: GRAYBAR ELECTRIC

BILL OF MATERIAL					
ITEM	QUANTITY	DESCRIPTION	PRICE	PER	TOTAL
34	1	<u>TYPE B4</u> Per attached Fixture Schedule 80' Pole			
35	1	<u>TYPE C1</u> Per attached Fixture Schedule 80' Pole			
36	1	<u>TYPE C2</u> Per attached Fixture Schedule 70' Pole			
37	1	<u>TYPE C3</u> Per attached Fixture Schedule 70' Pole			
38	1	<u>TYPE C4</u> Per attached Fixture Schedule 60" Pole			
39	1	<u>TYPE SK1</u> Per attached Fixture Schedule 70' Pole			
40	1	<u>TYPE SK2</u> Per attached Fixture Schedule 70' Pole			
41	1	<u>TYPE SK3</u> Per attached Fixture Schedule 70' Pole			
42	1	<u>TYPE SK4</u> Per attached Fixture Schedule 70' Pole			
43	1	<u>TYPE SK5</u> Per attached Fixture Schedule 70' Pole			
44	1	<u>TYPE SK6</u> Per attached Fixture Schedule 70' Pole			

TOTAL =>

HELIX ELECTRIC 3078 E. Sunset Rd., Ste. #9 Las Vegas, NV 89120 702-732-1188 License #0053810

APCO001276

JA2593



BILL OF MATERIAL					
ITEM	QUANTITY	DESCRIPTION	PRICE	PER	TOTAL
45	4	<u>TYPE B1 Flood Light</u> Per attached Fixture Schedule			
46	20	<u>TYPE F1 Surface Mounted Fixture</u> Per attached Fixture Schedule			
47	18	<u>TYPE F1E</u> Per attached Fixture Schedule			
48	8	<u>TYPE F2 4' Strip</u> Per attached Fixture Schedule			
49	3	<u>TYPE F3 4' Strip</u> Per attached Fixture Schedule			
50	4	<u>TYPE F3E</u> Per attached Fixture Schedule			
51	7	<u>TYPE F4 Round Surface Mount</u> Per attached Fixture Schedule			
52	2	<u>TYPE F5 2'x4' Fluorescent</u> Per attached Fixture Schedule			
53	2	<u>TYPE F5E</u> Per attached Fixture Schedule			
54	1	<u>TYPE F7 Wall Mounted Wall Sconce</u> Per attached Fixture Schedule			
55	7	<u>TYPE F2E</u> Per attached Fixture Schedule			
56	12	<u>TYPE B2 6" Round HID Light</u> Per attached Fixture Schedule			
57	6	<u>Warning Lights</u>			
58	2	<u>TYPE F1 Parking Lot Fixture Head Only</u> Per attached Fixture Schedule			

TOTAL =>



BILL OF MATERIAL					
ITEM	QUANTITY	DESCRIPTION	PRICE	PER	TOTAL
		Alternate 2			
85	20	TYPE F12 Per attached Fixture Schedule			
86	33	TYPE 33 Per attached Fixture Schedule			
		Alternate 3			
87	9	TYPE F1 Per attached Fixture Schedule 17'-6" Pole			
88	13	TYPE F13 Per attached Fixture Schedule 17'-6" Pole			
89	10	TYPE F10 Per attached Fixture Schedule 14' Pole			
90	2	TYPE F4 Per attached Fixture Schedule 20' Pole			
91	10	TYPE F7 Per attached Fixture Schedule			
92	8	TYPE B2 Surface Mount			
		Alternate 4			
93	29	TYPE F1 Per attached Fixture Schedule 17'-6" Pole			
94	5	TYPE F2 Per attached Fixture Schedule 17'-6" Pole			
95	3	TYPE F2B Per attached Fixture Schedule 17'-6" Pole			
96	18	TYPE F3 Per attached Fixture Schedule 14' Pole			
97	28	TYPE F5 Bollard Light Per attached Fixture Schedule			
98	40	TYPE F6 Trellis Light Per attached Fixture Schedule			
TOTAL =>					



VENDOR: GRAYBAR ELECTRIC

Page #7

BILL OF MATERIAL					
ITEM	QUANTITY	DESCRIPTION	PRICE	PER	TOTAL
99	11	TYPE F2 Per attached Fixture Schedule 17'-6" Pole <i>ALT 2 & 3 Accepted</i>			
100	6	TYPE F3 Per attached Fixture Schedule 14' Pole			
TOTAL =>					

HELIX ELECTRIC 3078 E. Sunset Rd., Ste. #9 Las Vegas, NV 89120 702-732-1188 License #0053810

APCO001279

JA2596



VENDOR: GRAYBAR ELECTRIC

Page #8

BILL OF MATERIAL

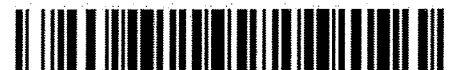
ITEM		PRICE	PER	TOTAL
6	Cans of touch up spray paint for all pole light and exterior fixtures			
1	Hold all for separate releases. Delivery included.			
1	ALL fixtures clearly marked with TYPE, Manu #, Helix, Job Name, and Job Number.			
1	All lay in fixtures to be factory whiped and lamped.			
1	Provide submittals, samples, warranty, drawings, etc for a complete lighting and lighting control system per the plans and specifications.			
1	All poles shall be cut to appropriate height.			
1	All hand holes will be 4" x 6 1/2".			
1	Rotate optics as shown on site plan and coordinate with pole manufactures (including sport lighting) that all hand holes are located to accommodate any future add ons.			
1	Verify finish and color with landscape architect and North Las Vegas parks and recreation.			
1	Sport Lights (All Types) to be provided complete per plans, specs, details, notes, fixture schedule. Sport Lights to include base and all required accessories. Sport Lights are a complete installation and directional aiming by MUSCO.			
	NOTES:			
1	Per Plans, Specs, Fixture Schedules, Details And Notes. GUARANTEED APPROVAL!!			
1	Fixtures based on above manufacturer/catalog number to include fixture schedule notes/remarks and specs.			
1	All fixtures to include lamps, brackets, bolts, arms, hardware, etc as required for a complete and functional lighting system.			
1	City of North Las Vegas Locking hand Holes Covers. The covers are to be manufactured by Precision Sheet Metal (702) 523-7646 Hand Hole Locks to meet CNLV Requirements One Lock and One Key Per Hand Hole are to be Provided			
1	All Base Cover and Anchor Bolts included			

TOTAL =>

HELIX ELECTRIC 3078 E. Sunset Rd., Ste. #9 Las Vegas, NV 89120 702-732-1188 License #0053810

APCO001280

JA2597



VENDOR: GRAYBAR ELECTRIC

Page #9

BILL OF MATERIAL

ITEM		PRICE	PER	TOTAL
	<u>Continued #59</u>			
	1 Spare Lamps as Required			
	1 Hold all for separate releases. Delivery Included.			
	1 ALL fixtures clearly marked with TYPE , Manu #, Helix, Job Name, and Job Number.			
	1 All lay in fixtures to be factory whiped and lamped.			
	1 Provide submittals, samples, warranty, drawings, etc for a complete lighting and lighting control system per the plans and specifications.			
	1 All poles shall be cut to appropriate height.			
	1 All hand holes will be 4" x 6 1/2".			
	1 Rotate optics as shown on site plan and coordinate with pole manufactures (including sport lighting) that all hand holes are located to accommodate any future add ons.			
	1 Verify finish and color with landscape architect and county parks and recreation.			
	1 Sport Lights (All Types P, BB, T) to be provided complete per plans, specs, details, notes, fixture schedule. Sport Lights to include base and all required accessories. Sport Lights are a complete installation and directional aiming by MUSCO.			
	1 Addendum 1&2 and alternates 2 thru 6			
59	1 BASE Bid	1550000		#####
60	1 Alternate 2	45000		45,000.00
61	1 Alternate 3	180000		180,000.00
62	1 Alternate 4	305000		305,000.00
63	ANY PRICE BREAKOUTS ARE FOR ACCOUNTING PURPOSES ONLY. THESE QUOTES ARE BASED ON ONE CONTINOUS SCHEDULE			
	SUB-TOTAL=>			#####
	SALES TAX	8.10%		168,480.00
	TOTAL =>			#####

HELIX ELECTRIC 3078 E. Sunset Rd., Ste. #9 Las Vegas, NV 89120 702-732-1188 License #0053810

APCO001281

JA2598



Ship To: **Graybar**
 FILE 57072
 LOS ANGELES CA 90074-7072

INVOICE

Invoice Questions Please Call
 702-876-9888

Invoice No: 963305580
 Invoice Date: 11/01/2012
 Account Number: JP8496530
 Account Name: APCO; CRAIG RANCH
 REG PARK PHASE II

335.001.002.00669
 APCO CONSTRUCTION
 3480 N. COMMERCE ST.
 NORTH LAS VEGAS NV 89032-8104

Ship to: APCO; CRAIG RANCH REG PARK PHASE
 II
 HELIX ELECTRIC
 628 W. CRAIG RD.
 NORTH LAS VEGAS NV 89032-3207

Page 1 of 1

Order No: 183-009					SO#:337979023		
Del. Doc. #:	PRO #	Routing	Date Shipped	Shipped From	F.O.B.	Rt. To	
0337979023			10/30/2012	FACTORY			
Quantity	Catalog # / Description				Unit Price / Unit	Amount	
1	LOT MATERIAL PER INV. #241083 MUSCO SPORTS LIGHTING				554368.80 / 1 #	554368.80	
	Consisting of:						
32	PRE-CAST CONCRETE BASES MUSCO SPORTS LIGHTING						
15	50' GALVANIZED STEEL POLES MUSCO SPORTS LIGHTING						
4	60' GALVANIZED STEEL POLES MUSCO SPORTS LIGHTING						
9	70' GALVANIZED STEEL POLES MUSCO SPORTS LIGHTING						
1	LOT) UL LISTED REMOTE ELECTRICAL MUSCO SPORTS LIGHTING						
1	LOT) POLE LENGTH WIRE HARNESSSES MUSCO SPORTS LIGHTING						
1	LOT) FACTORY-AIMED AND ASSEMBLED MUSCO SPORTS LIGHTING						
4	80' GALVANIZED STEEL POLES MUSCO SPORTS LIGHTING						
4	PUSH BUTTON CONTROL UNITS W/2-STROBES MUSCO SPORTS LIGHTING						
25	1P AUXILLARY MTG. BRKTS. FOR SECURITY MUSCO SPORTS LIGHTING						
1	DESIGN ASSIST FEE NEVADA SALES AGENCY						
2	UCL-SLA7(5)-2-WRZ ARCHITECTURAL AREA						
	Item/Type: F2						
5	UCL-SLA7(5)-2-WRZ ARCHITECTURAL AREA						
	Item/Type: F2						
1	UCL-SLA7(5)-2-WRZ ARCHITECTURAL AREA						
	Item/Type: F2						

APCO Construction
PO#
Vendor # 11563
Job # 193
Cost Code
Approved
PM
RN
Date

Identifies Non-Exempt Items That Are Taxed

Terms of Payment

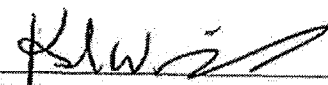
Net 30 Days

As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.

Sub Total	554368.80
Freight	0.00
Handling	0.00
Tax	44903.87
Total Due	599272.67

I, Kurk Williams, of Helix Electric approve payment for this invoice #963305580 in the amount of \$599,272.67. I verify that Helix Electric has received of all the material listed on this invoice and accepts responsibility as custodian of all the materials listed on said invoice.

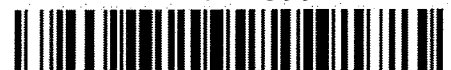
Dated this 30th day of January 2013


 Kurk Williams, Helix Electric

Subject to standard terms and conditions on the reverse side.

APCO001335

JA2599



EXHIBIT

JX011

SUBCONTRACT AGREEMENT

APCO CONSTRUCTION - CONTRACT No: 193-6 Cost Code: _____ CONTRACT Amount: \$ 2,380,085.20

PROJECT NO. : PWP# CL-2012-31 / Project No. 1398
DISCRIPTION: Craig Ranch Regional Park - Phase II
628 West Craig Road, NLV, NV 89032

OWNER: City of North Las Vegas
2250 Las Vegas Blvd. North
North Las Vegas, Nevada 89030

The above term 'Owner' as referenced in this subcontract agreement document shall mean the above entity or agent of the Owners as authorized representative.

ARCHITECT/ENGINEER:

Architect: SH Architecture - 7373 Peak Drive., Ste. 250, Las Vegas, NV 89128 (Tel.) 363-2222 (Fax) 363-6060; Mech.: MSA Engineering Consultants - 370 E. Windmill Lane Ste. 100, Las Vegas, NV 89123 (Tel.) 896-1100 (Fax) 896-1133; Structural Engineer: Mendenhall Smith - 3571 Red Rock Street, Ste. A, Las Vegas, NV 89103, (Tel.) 367-6725 (Fax) 367-2727; Civil / Landscape: Cardno WRG - 10649 Jeffreys St., Henderson, NV 89052 (Tel.) 990-9300 (Fax) 990-9305

THIS AGREEMENT is entered into in consideration of the commitments made the 26th day of October, 2011, between:

GENERAL CONTRACTOR

AND

SUBCONTRACTOR

APCO Construction
3840 North Commerce St.
North Las Vegas, NV 89032
P - (702) 734-0198 F - (702) 734-0396
License No. 0014563
Limit: Unlimited

Helix Electric
3078 E. Sunset Rd., Ste. 9
Las Vegas, NV 89120
P - (702) 732-1188 F - (702) 732-4386
License No. 0053810
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 and specifications as designed by Architect: SH Architecture - 7373 Peak Drive., Ste. 250, Las Vegas, NV 89128 (Tel.) 363-2222 (Fax) 363-6060; Mech.: MSA Engineering Consultants - 370 E. Windmill Lane Ste. 100, Las Vegas, NV 89123 (Tel.) 896-1100 (Fax) 896-1133; Structural Engineer: Mendenhall Smith - 3571 Red Rock Street, Ste. A, Las Vegas, NV 89103, (Tel.) 367-6725 (Fax) 367-2727; Civil / Landscape: Cardno WRG - 10649 Jeffreys St., Henderson, NV 89052 (Tel.) 990-9300 (Fax) 990-9305 as approved by City of North Las Vegas, 2266 Civic Center, North Las Vegas, NV 89030 and the Primary Contract between Owner and Contractor (hereinafter "the Prime Contract"), including all exhibits, and other documents attached thereto or made part hereof by reference to include but not limited to: Bid Documents, Owners Bid Instructions (ITB), Bid Addenda, Consultant Reports, Scope of Work, Schedule of Work, Contract General & Supplemental Conditions the Contract Documents and Plans & Specifications listed in Exhibit "A" subsequent modifications issued thereto. (All Contract Documents identified herein shall be hereinafter collectively referred to as the "Contract Documents").

Subcontractor UP

Page 1 of 18

APCO000439

JA2601



1.2 The Contract Documents are available in Contractor's office. Subcontractor acknowledges that it has carefully examined and fully understands the Contract Documents and site conditions. Additional 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.

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 APCO and 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 APCO/Owner and its agents have against Contractor in the Contract Documents or by law. Any and all decisions by the APCO/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 its scope 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, 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. If the work or material is found to be noncompliant and deemed unacceptable by the SIA, General Contractor or the Owner, the total cost of remedial repair, inclusive of testing, inspections and any additional, labor cost associated with remedial work by others, will be the sole responsibility of the subcontractor.

2.3 Subcontractor understands and agrees to the Scope of Work included in the Plans and Specifications requirements as it pertains to the Subcontractors work. Subcontractor will cooperate and participate in Partnering Meetings Sponsored by Owner.

3. Equal Opportunity Clause

During the performance of any contract, Subcontractor, unless exempt, agrees to comply with Executive Order 11246 (Equal Opportunity Clause); Executive Order 11701 (Job Openings for Veterans); 41 CFR 60-741 et. Seq., 41 CFR 60-250 (a) and 41 CFR 60-741.5 (Employment for Handicapped) as follows:

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.

Subcontractor UE

Page 2 of 18

APCO000440

JA2602



- 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.
- 3.3 If picketing arises at the jobsite and Contractor establishes a reserved gate for Subcontractor's use and access, it shall be the obligation of Subcontractor to continue the proper performance of its Work without interruption or delay. Subcontractor shall notify in writing and assign its employees, labors, subcontractors and suppliers to such gates or entrances as may be established for its use by the contractor and in accordance with such conditions and at such times as may be imposed by Contractor. Strict compliance with Contractor's gate usage procedures shall be required by Subcontractor, who shall be responsible for such gate usage by its employees, labors, subcontractors and suppliers, and their respective employees, labors, subcontractors and suppliers.
- 3.4 It is the Subcontractor's responsibility to maintain an adequate work force to complete the project on schedule. If the Subcontractor or his employees are the reason for work stoppage, the subcontractor will be responsible for any delay to the construction schedule and held liable for schedule correction, inclusive of overtime and monetary claims by other Subcontractors.

4. Contract Price and Payments

- 4.1 In consideration of the strict and complete and timely performance of all Subcontract Work, Contractor agrees to pay Subcontractor in the payment quantities and schedules as is more fully described in Exhibit "A": Subcontractor's Scope of Work.
- 4.2 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 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.
- 4.3 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, (1) originals, showing quantities of Subcontract work that has been satisfactorily completed in the preceding month, as well as backup material, by Schedule of Values, for same for submittal to the Owner. 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. Subcontractor will provide Unconditional Lien Releases upon receipt of payment of any monies provided the subcontractor, inclusive of deposits, fees or prior months billing. No checks will be issued or printed subject to delays in receipt of unconditional lien releases. All Unconditional Lien Releases shall be inclusive of sub-tier-contractors and suppliers.
- 4.4 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

Subcontractor W


Page 3 of 18

APCO000441

JA2603

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.

- 4.5 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. If the Owner requests proof of payment to a Sub-tier-contractor or supplier, the subcontractor obligated to provide same in a timely manner.
- 4.6 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.
- 4.7 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 un-discharged 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.
- 4.8 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.

Subcontractor 

Page 4 of 18

APCO000442

JA2604



- 4.9 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.

5. Liquidated Damages

- 5.1 Subcontractor acknowledges that liquidated damages are identified in the prime contract between the owner and contractor. If the owner exercises Liquidated Damages against contractor due to causes by the subcontractor, then contractor shall have recourse to collect those funds from any unpaid balances due subcontractor. If subcontractor's unpaid balance cannot satisfy the total amount of damages due, then Subcontractor agrees to interest of 1.5 % per month of the unpaid balance until paid in full.

6. Prosecution of Work

- 6.1 TIME IS OF THE ESSENCE OF THIS SUBCONTRACT.

6.1.1 Eight (8) 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 24"x36" including one (1) sepia & seven (7) 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. Any required re-submittals shall be submitted as required by contract documents from the Owner.

6.1.2 Final acceptance and approval of this Subcontract Agreement is contingent upon approval of Subcontractor's Submittals by the Owner/Architect/Engineer.

6.1.3 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.

- 6.2 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 project schedule and at a pace that will cause no delay in the progress of the Contractor's or other subcontractor's work.

- 6.3 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.

- 6.4 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 deducted from your next pay application.

Subcontractor UE

Page 5 of 18

APCO000443

JA2605



- 6.5 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.
- 6.6 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.
- 6.7 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.
- 6.8 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.
7. Changes and Claims
- 7.1 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 that stated in the contract documents in addition to the direct/actual on-site cost of the work, however, no profit and overhead markup on overtime shall be allowed.
- 7.2 Subcontractor, prior to the commencement of such changed or revised work, shall submit, (within 24 hours of request) to Contractor, written copies of the breakdown of 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.



7.3 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.

7.4 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.

8. Assignments

8.1 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.

9. Taxes

9.1 All applicable taxes, contributions, interest and/or penalties due under any federal, state, county 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.

9.2 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.

10. Default and Termination

10.1 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.

10.2 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.

Subcontractor UP

Page 7 of 18

APCO000445

JA2607



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 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.

- 10.3 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.

- 10.4 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.

Subcontractor CR

Page 8 of 18

APCO000446

JA2608



- 10.5 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.
- 10.6 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 for material en route, and any other necessary data or information that would minimize the cost of completion of the Subcontract work.

11. Termination for Convenience

- 11.1 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.
- 11.2 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.
- 11.3 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 Subcontract 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.

Subcontractor OR

Page 9 of 18

APCO000447

JA2609



H. Take any other action toward termination as directed by the General Contractor.

11.4 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.

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

- 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.

11.6 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.

11.7 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.

11.8 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.

11.9 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.

12 Bonds

12.1 Should the Contractor or project specifications require it, the Subcontractor shall execute a Labor and Material Bond and Faithful Performance Bond and Guaranty 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 and entities to the same extent as may be required of Contractor pursuant to the Prime Contract. The cost of the bonds shall be included in 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.

13 Indemnity and Insurance

Subcontractor 

Page 10 of 18

APCO000448

JA2610



13.1 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.
2. **Commercial Auto Coverage:** Auto liability limits of not less than \$1,000,000 each accident, Aggregate Limit - \$2,000,000, 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, Aggregate Limit - \$2,000,000; 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. Any deductible or self-insured retention must be declared on the Certificate and is subject to prior approval.

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 APCO Construction (its officers, employees and agents) 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."

6. **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, APCO Construction 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/Owner. (f) The Subcontractor's insurance shall be primary with respects to APCO Construction, its officers, employees and volunteers.

13.2 INDEMNIFICATION

Subcontractor UP

Page 11 of 18

APCO000449

JA2611



- 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.

14. **Warranty and Guarantee**

- 14.1 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 one year from the date Certificate of Occupancy is obtained for the project. Subcontractor shall require similar guarantees from all vendors and lower tier subcontractors.

15. **Patents**

- 15.1 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.

16. **Compliance with Regulations, Applicable Law and Safety**

- 16.1 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.
- 16.2 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 way diminish its indemnity or other liability as assumed under the Subcontract, nor shall it constitute an assumption of liability by Contractor. (See Section 5.8 for additional requirements)

Subcontractor UR

Page 12 of 18

APCO000450

JA2612



- 16.3 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.
- 16.4 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.
17. Damage to Work
- 17.1 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 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.
18. Inspection and Approvals
- 18.1 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.
- 18.2 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.
- 18.3 The Subcontractor shall keep on site; up to date "as-builts" and Daily Reports, and update/maintain them daily 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.
- 18.4 All of the material set forth in paragraph 18.3 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 specifically required to comply with at 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.

Subcontractor 

Page 13 of 18

APCO000451

JA2613



19. Arbitration – Contractor / Subcontractor

- 19.1 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.
- 19.2 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.
- 19.3 All arbitration and other legal proceedings instituted pursuant to this Section shall be conducted in the same County the work was performed, or at such other venue as Contractor and Subcontractor shall agree to in writing.
- 19.4 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.
- 19.5 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.
- 19.6 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.
- 19.7 This Agreement to arbitrate shall not apply to any claim of contrition 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.
- 19.8 In any dispute arising over the application of paragraph 19.7, all questions regarding the arbitration requirements of this section shall be decided by the appropriate court and not by arbitration.

20. Miscellaneous

- 20.1 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.
- 20.2 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.
- 20.3 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 illegality of any provisions, or parts thereof, shall not affect the enforceability of any other provisions of this Subcontract.
- 20.4 The Subcontract shall be construed and interpreted according to the laws of the State of Nevada.

Subcontractor USE

Page 14 of 18

APCO000452

JA2614



20.5 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.


20.6 All sections and headings are descriptive only and are not controlling.

20.7 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 assignees on the day and year first above written.

HELIX ELECTRIC

APCO CONSTRUCTION


Victor Fuchs, President
NAME / TITLE


Joe Pelan - Contract Manager
NAME / TITLE

DATED: APR 04 2012

DATED: 4/19/12

Subcontractor 

Page 15 of 18

APCO000453

JA2615



EXHIBIT 'A'
Subcontractor Scope of Work
APCO Contract No. 193-8

This Agreement includes the supply of all labor, materials, tools, equipment, lodging, fuel, supervision, management, permits and taxes necessary to complete all of the scope work listed below inclusive of but not limited to North Las Vegas Issued Bid Plans and Specifications dated February, 2010 including work reasonably anticipated to complete the below listed scope of work for the project including Addendas Number(s) 1 & 2. 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 a complete system including any unforeseen or unseen items, or as described herein, is included in the costs reflected below. No Additional Work Authorization (AWA's) or Charges Orders will be issued to Subcontractor unless the General Contractor or Owner revises the scope of work shown on the Contract Documents. The scope of work, as defined by the contract documents, will be performed to National Industry Standards under the observation of the Special Inspection Agency, SIA, as provided by the Owner. The SIA, Owner, Owner Representative, Building Department and Quality Assurance Agency Inspectors, QAA will be present on the job site during the installation of the scope of work listed below. The subcontractor will coordinate and cooperate with the Owner Representative and its agents, and the QAA as they perform quality assurance inspections as required by the Building & Safety Codes and Industry Standards.

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

ITEM #	DESCRIPTION	UNIT	QTY	PRICE	TOTAL
--------	-------------	------	-----	-------	-------

To furnish and install complete Electrical Package in accordance and with strict conformance with drawings, specifications and Addendums (1&2) at the time of Bid and throughout the duration of the Project including but not limited to:

Complete Set of Plans (dated 4/2011), Specifications (dated 10/2011) and Alternates 2-6

COMPLETE ELECTRICAL PACKAGE: \$2,356,520.00
(Excluding Trenching & Pole Bases)
BONDING @ (1%): \$23,565.20

The Contract total is (\$2,380,085.20) Two Million Three Hundred Eighty Thousand Eighty Five Dollars and Twenty Cents.

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 Bid alternate / option items of work as shown on your proposal at the stated alternate price during the course of construction. Schedule of Values is for payment purposes and does not reflect entire scope of work.

HELIX ELECTRIC

Victor Fuchs, President

NAME / TITLE

DATED: APR 04 2012

APCO CONSTRUCTION

Joe Pelan - Contract Manager

NAME / TITLE

DATED: 4/19/12

**** Helix Exhibit - Attached ****

Subcontractor

Page 16 of 18

APCO000454

JA2616



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.
- (b) The Contractor will provide an adequate temporary construction area for staging. Contractor shall not supply subcontractor with forklift or security of materials or power, telephone, water or sewer at subcontractor's project trailer.
- (c) The Contractor will provide reasonable access to all working areas.
- (d) The Subcontractor shall be responsible for the Daily rough cleaning of his work area and removing its debris from the job site and all work shall be left in a clean condition following his activities. The APCO project manager/superintendent 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 an accurate "Daily Work Report" (see attached Appendix 'C') prior to 10:00 a.m. the following day for all man power and 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. Certified Payroll Reports are due to APCO Construction no later than 5 calendar days after the end of the month.
- (g) Subcontractor is required to submit a Pay Request representing all work performed on the job site on a monthly basis. The Pay Request must be submitted no later than the 25th of the month for all work performed during that month. Subcontractor shall use a format similar to AIA G702 & G703, NO EXCEPTIONS.
- (h) The Subcontractor is required to attend weekly site progress meetings prepared to discuss its progress or lack thereof and to participate in the preparation of Monthly updates of the Project schedule until scope of work is complete.
- (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) Subcontractor shall at all times protect stored equipment, materials from: damage from weather, sun and is responsible to clean all mud, snow, etc from its materials prior to setting into its final position. Materials shall be stored off the ground and not in contact with the ground, and not in traffic areas subject to damage by vehicles or other construction activities.
- (k) APCO Construction cannot guarantee price stability and therefore cannot grant any additional monies to subcontractor due to escalation of price between bid/quote times and when materials/labor/shipping is actually purchased and/or incorporated into the project.
- (l) The Subcontractor shall provide drinking water for its own employees.
- (m) All applicable taxes, freight, shipping and land cargo insurance, etc. inclusive of unloading and handling related to the Subcontractor's scope of work is a part of the contract per the State of Nevada Revised Statutes.
- (n) The Subcontractor shall execute a Labor and Material Bond and Faithful Performance Bond and Guaranty Bond in an amount equal to 100% of the Subcontract Price.
- (o) NO Profit and Overhead markup on overtime shall be allowed unless contracted by Owner.

Subcontractor 125

Page 17 of 18

APCO000455

JA2617



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.

Date: APR 04 2012

Date President
Title

Subcontractor US

Page 18 of 18

APCO000456

JA2618





OCT. 26. 2011 11:49AM

NO. 5119 P. 1



Helix Electric
CONSTRUCTORS • ENGINEERS

Bid Proposal

October 26, 2011

VIA FAX (702) 734-0396

APCO
Attn: Max Holm
3432 N. 5th Street
North Las Vegas, NV 89032
(702) 734-0198

PROJECT: Craig Ranch Regional Park Phase II

Helix Electric is providing a proposal for the electrical section for the Phase II park improvements at Craig Ranch Regional Park per drawings by Cardno WRG dated 5/23/11 and 10/5/11. Electrical drawings by TJK and MSA dated 10/5/11 were used in preparation of this proposal. NV Energy and Century Link utility drawings were received. Addenda 1 and 2 were received. Specifications dated April 2011 were received. All information contained in the bid documents is subject to our proposal qualifications.

Inclusions:

- Div0-1 General requirements as pertains to this craft only
- 024116- structure demolition as pertains to this craft only
- 024216- selective electrical demolition
- 079005- joint sealers as pertains to this craft only
- 083100- access doors and panels as pertains to this craft only
- 131500- water feature construction as pertains to this craft only
- 225200- water feature mechanical system as pertains to this craft only
- 260001- basic electrical requirements
- 260503- equip wiring connects
- 260519- low voltage electrical power conductors and cables
- 260526- grounding and bonding
- 260529- hangers and supports
- 260533- raceways and boxes
- 260553- identification
- 260573- overcurrent protection device coordination study
- 262200- low voltage transformers
- 262413- switchboards
- 262416- panelboards
- 262716- electrical cabinets and enclosures
- 262726- wiring devices
- 262813- fuses
- 262819- enclosed switches
- 262916- enclosed contactors
- 265200- sports lighting
- 265600- exterior lighting
- 270533- conduit and back boxes for comm. Systems
- 271500- data/phone premise wiring system
- 328210- submersible lake recirculation pump electrical connections
- 328213- pump intake systems electrical connections
- 328400- irrigation system electrical connections
- 328426- lake recirculating water feature and transfer electrical connections
- 334713- lake/stream waterfall electrical connections

(CONTINUED)

3078 E. Sunset Rd., Suite 9 • Las Vegas, NV 89120 • Tel: (702) 732-1188 Fax: (702) 732-4386
Nevada License #0053818 • #0013392 • #0079455 • Arizona License #ROC231191 K-11 • Idaho License # 005886 • Montana License # 2412
New Mexico License #367103 • South Dakota License # EC 2703 • Utah License #7314771-5501 • Wyoming License #C-24040

APCO000457

JA2619



Helix Electric
 Craig Ranch Park
 October 26, 2011
 Page 2

Base Bid:	\$ 1,830,000
Light Fixtures	ADD \$ 1,675,000
Alternate 1:	\$ 1,600,000
Alternate 2:	\$ 100,000
Alternate 3:	\$ 300,000
Alternate 4:	\$ 600,000
Alternate 5:	\$ N/A
Alternate 6:	\$ 100,000

****Alternates include light fixtures**

Proposal Qualifications:

1. Wiring methods are typical for this type of construction and meet code requirements. This includes the use of MC cable, aluminum feeder conductors based on NEC sized conduit and conductors, die cast set screw fittings, underslab PVC conduits, embedded PVC conduits in above grade decks, PVC through-slab transitions, etc.
2. For any fixtures that are not specified, those fixtures are as selected by Helix Electric and subject to approval.
3. Exits and emergency lights are provided as shown on the electrical drawings. No provision is made for additional.
4. If any light fixtures, equipment, and materials are furnished by others they shall be provided to the jobsite complete with lamps, accessories, special mounting hardware, etc. All items shall be shipped fully assembled.
5. Any price breakouts are provided for accounting purposes only. This proposal is based on all parts performed under one continuous schedule.
6. Wages are based on prevailing rates.
7. This proposal is based on a 12 month schedule.
8. This proposal is based on work performed during regular business hours.
9. This proposal is valid for 60 days. Beyond that timeframe our price may be subject to cost escalation. Materials are priced based on copper at \$3.40 /lb.

Exclusions:

1. Utility Company fees.
2. Formed concrete (bollards, pole bases, housekeeping pads, etc.).
3. Sacking of pole bases.
4. Crashcops.
5. Temporary power and lighting.
6. Cutting, patching, and painting of any kind.
7. Hauling of trenching spoils.
8. Import of water for backfill operation.
9. Trenching requiring equipment larger than Case 680 backhoe.
10. Trenching in caliche, rock or blasting and any de-watering required.
11. Fixture safety and support wires.
12. Conduit and wiring for HVAC controls.
13. Dumpsters for trash.
14. Light fixtures not shown on the electrical drawings.
15. Payment and performance bonds.
16. Site surveying and staking.
17. Trench plates, traffic and pedestrian barriers.
18. Trenching
19. Concrete Encasement

Thank you for the opportunity to submit this proposal.

Sincerely,
 HELIX ELECTRIC

Darren Vanderford
 Vice President, Estimating
 DV/wr

3078 E. Sunset Rd., Suite 9 • Las Vegas, NV 89120 • Tel: (702) 732-1188 Fax: (702) 732-4386
 Nevada License #00533816 • #0073392 • #0073455 • Arizona License #ROC232191 K-11 • Idaho License # 065986 • Montana License # 2412
 New Mexico License #367103 • South Dakota License # EC 2703 • Utah License #7314771-5501 • Wyoming License #C-24940

APCO000458

JA2620





Nevada State Contractors Board

2230 Corporate Circle, Suite 200 Henderson NV 89074 (702) 486-1100 Fax: (702) 486-1150 NevadaHq@nscb.com (702) 486-1110
3670 Gateway Drive, Suite 100 Reno NV 89521 (775) 688-1141 Fax: (775) 688-1271 RenoHq@nscb.com (775) 688-1160
www.nscb.state.nv.us

License Search Details

Press "Previous Record" to view the previous record in the list.

Press "Next Record" to view the next record in the list.

Press "Search Results" to return to the search results list screen.

Press "New Search Criteria" to revise your existing search criteria or enter new search criteria.

Press "New Search" to select a different search.

License Number:
0053810

Current Date: 12/20/2011 04:30 PM (mm/dd/yyyy)

Business Primary Name: **HELIX ELECTRIC OF NEVADA LLC DBA** License **Unlimited**
Monetary Limit:

Fictitious Business Name: **HELIX ELECTRIC**

Business Address: **3078 E SUNSET RD STE 9**

LAS VEGAS, NV 89120

Phone Number: **(702)732-1188**

Status: **Active**

Status Date: **03/22/2010** (mm/dd/yyyy)

Origin Date: **05/16/2002** (mm/dd/yyyy)

Expiration Date: **05/31/2012** (mm/dd/yyyy)

Business Type: **Limited Liability Company**

Classification(s): **C-2 - ELECTRICAL CONTRACTING**

Principal Name	Relation Description
FUCHS, VICTOR	Manager Qualified Individual
JOHNSON, ROBERT DEAN	Employee Qualified Individual

Bonds

Bond Type: **Surety Bond**

Bond Number: **10370349**

Bond Agent: **STEVENS, LISA D**

Surety Company: **TRAVELERS CASUALTY & SURETY CO OF AMERICA**

Bond Amount: **\$50,000.00**

Effective Date: **05/01/2002** (mm/dd/yyyy)

<https://www.nvcontractorsboard.com/datamart/nvscbSearchDetails.do?anchor=e064222.0...> 12/20/2011

APCO000459

JA2621



Disciplinary Actions (during last 5 years)

Date: **04/28/2008** (mm/dd/yyyy)
Discipline Type: **Administrative Citation**
Citation Number: **720**
Number Of Complaints: **1** complaint is associated with this action.
Violation(s): **NRS 624.3011(1)(b) (1)Disregard or violation of building laws**
Action(s): **Fine Assessed**
Investigative Costs Assessed

The information contained on these pages are provided as a courtesy and may not reflect recent changes or updates. Neither the completeness nor accuracy is guaranteed. The Nevada State Contractors Board shall have no liability or responsibility for loss and damages arising from the information provided or retrieved from these pages.

Disciplinary Actions During Last 5 Years	Previous Record	Next Record
Disciplinary Actions Older Than 5 Years		Search Results
	New Search Criteria	New Search

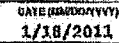
2011-12-20 4:30:14 PM

<https://www.nvcontractorsboard.com/datamart/nvscbSearchDetails.do?anchor=c064222,0...> 12/20/2011

APCO000460

JA2622





INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Valley Forge Ins Co	20800 ANV
INSURER B: Continental Insurance Co	38889 ANV
INSURER C: National Union Fire of PA	38445 ANV
INSURER D:	
INSURER E:	

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE TYPE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERAGE	COVERAGE
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deductible \$1,000 PD COMM. AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PER OCC <input type="checkbox"/> LOC	0024950098	6/1/2010	6/1/2011	EACH OCCURRENCE COMMERCIAL GENERAL LIABILITY MED EXP (Any one person) PERSONAL & AUTO INJURY GENERAL AGGREGATE PRODUCTS - COMM/PD AGG	\$ 1,000,000 \$ 100,000 \$ 5,000 \$ 1,000,000 \$ 2,000,000 \$ 2,000,000
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	0024950098	6/1/2010	6/1/2011	COMMERCIAL SINGLE LIMIT (Per accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ 1,000,000 \$ \$ \$
LIABILITY <input type="checkbox"/> ANY AUTO EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	0024950098	06/12/10	6/1/2011	AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY EACH OCCURRENCE AGGREGATE \$ \$ \$ \$	\$ \$5,000 AGG \$ 10,000,000 \$ \$ \$ \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROFESSIONAL/EXECUTIVE/ORGANIZATION EXCLUDED Statutory in NJ If yes, describe under SPECIAL PROVISIONS below	0024950098	6/1/2010	6/1/2011	<input type="checkbox"/> NO STATUTORY LIMITS <input type="checkbox"/> OTHER EA EACH ACCIDENT EA DISEASE - EA EMPLOYEE EA DISEASE - POLICY LIMIT	\$ \$ \$ \$
Other Owned Equipment Rented, Leased From Others	0024950098	6/1/2010	6/1/2011	Each Deductible \$100,000	\$352,000 \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Re: Evidence of Insuranc e 10 Day Notice of Cancellation Applies For Non Payment of Premium

IF SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER HOWEVER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER HANDS TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION ON LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

© 1988-2009 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD.

JA2624



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

EXAMPLE

ACORD 28 (2009/01)
INB028 (00001).01

APCO000463

JA2625



ADDITIONAL COVERAGES							
Ref #	Description Employee Benefits				Coverage Code EBLIA	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount 1,000	Deductible Type	Premium		
Ref #	Description Medical payments				Coverage Code MEDPM	Form No.	Edition Date
Limit 1 5,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description Underinsured motorist combined single limit				Coverage Code UNCSL	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description Uninsured motorist combined single limit				Coverage Code UMCSL	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		

OFADTLCV Copyright 2001, AMS Services, Inc.

APCO000464

JA2626



NOTATION AND CERTIFICATE FOR PAYMENT

GENERAL CONTRACTOR:	PROJECT:	APPLICATION NO.:	PAGE 1 OF 1
		PERIOD:	Distribution to:
		PROJECT NOS.:	<input type="checkbox"/> OWNER
			<input type="checkbox"/> ARCHITECT
			<input type="checkbox"/> CONTRACTOR
SUBCONTRACTOR:	VIA ARCHITECT:	CONTRACT DATE:	

NOT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

It is made for payment, as shown below, in transaction with the Contract. An abstract is attached.

FINAL CONTRACT SUM \$ _____

Change by Change Order \$ _____

PAID SUB TO DATE (Line 1 + 2) \$ _____

COMPLETED & STORED TO DATE \$ _____
(on schedule of values)

WAGE \$ _____
(% of completed work
sums D + E on G703)

% of Stored Material \$ _____
(sums F on G703)

Release (line 6a 6b or
d in column 1 on G703) \$ _____

EARNED LESS RETAINAGE \$ _____
(less Line 6 Total)

PREVIOUS CERTIFICATES FOR PAYMENT

(from prior Certificate) \$ _____

ENT PAYMENT DUE \$ _____

WORK TO FINISH, INCLUDING RETAINAGE

(less Line 6) \$ _____

SORT	SUMMARY	ADDITIONS	DEDUCTIONS
PROV	PROVED IN		
BY	BY OWNER	0	-
DATE	DATE	0	0
TOTALS		0	-
CHANGED BY	change order		-

The undersigned contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, and all amounts have been paid by the Contractor for Work for which previous Certificates for Payments were issued and payments requested from the Owner, and that actual payment shown herein is true.

CONTRACTOR

By _____ Date: _____

State of: Nevada
County of: Clark
Subscribed and sworn to before me this _____ day of _____ 2007

Notary Public:

My Commission Expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge and belief the quantity of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for, initial all figures on this application and on the Continuation sheet that are changed to conform to the amount certified)

ARCHITECT:

By _____ Date: _____

This Certificate is not negotiable. The amount certified is payable to the contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

APCO000465

JA2627



[illegible]



**LABOR PAYMENT AFFIDAVIT
MANO DE OBRA DE DECLARACIÓN JURADA DE PAGO**

Property Name _____
Nombre de la Propiedad _____
Property Location _____
Locación de la Propiedad _____
Undersigned's Customer _____
Firma del Cliente _____
Payment Period Through _____
Periodo de pago a través de _____

The undersigned subcontractor declares under penalty of perjury that the signatures appearing herein below constitute a complete list of all persons who have performed labor on behalf of the subcontractor for the project designated above during the specified period and whom the undersigned has paid for their labor performed on behalf of the subcontractor for said specified period, and provides the indemnity set forth below.

El subcontratista de abajo firmante declara bajo pena de perjurio que las firmas que aparecen en este documento a continuación constituyen una lista completa de todas las personas que han realizado trabajo en nombre del subcontratista para el proyecto designado anteriormente durante el período especificado y a quien el abajo firmante ha pagado por su trabajo realizado en nombre del subcontratista para dicho período especificado y proporciona la indemnización establecida a continuación.

SUBCONTRACTOR: _____
(Type or Print Name of Subcontractor)

SUBCONTRATISTA: _____
(Imprima o escriba el nombre del subcontratista)

BY: _____
(Signature of Person Authorized to Sign for Subcontractor)

FOR: _____
(Firma de la persona autorizada para firmar por el Subcontratista)

(Page 1 of 2)

3840 N. Commerce Street • North Las Vegas, Nevada 89032 • Phone: (702)734-0198 • Fax: (702)734-0396
E-Mail: apcoconstruction.com • Nevada Contractor's License: 0014563

APCO000467

JA2629



The undersigned persons performing labor for the subcontractor represent, warrant and affirm by signing this affidavit that each person has been paid in full for all labor supplied to the above designated project through the Payment Period. Each of the undersigned further represents warrants and affirms that there are no checks or other conditional instruments of payment that have not cleared the bank and payment has actually been received by each of the undersigned. **IF YOU HAVE NOT BEEN PAID, DO NOT SIGN THIS AFFIDAVIT.**

Las personas abajo firmantes que realizaron trabajo para el subcontratista, garantizan y afirman, mediante la firma de esta declaracion jurada que cada persona ha sido pagada en pleno por el trabajo suministrado a lo anterior, designado el proyecto a traves del periodo de pago. Cada uno de los firmantes ademas representa, garantiza y afirma que no hay cheques u otros instrumentos condicionales de pago que no se han desactivado por el Banco y que realmente han recibido pago cada uno de los firmantes. **NO FIRME ESTA DECLARACION JURADA, SI NO LE HAN PAGADO.**

The subcontractors and each of the undersigned indemnifies and agrees to defend for all costs, losses, fees and expenses incurred by Nevada Construction Services in the event that any representation or warranty or affirmation in this Labor Payment Affidavit is untrue.

Los subcontratistas y cada uno de los firmantes asegura y se compromete a defender todos los gastos, perdidas, honorarios y gastos por servicios de construccion de Nevada, en caso de que cualquier representacion, garantia o afirmacion de pago de trabajo sea falsa.

NOTICE: THIS DOCUMENT IS A REPRESENTATION AND WARRANTY BY YOU THAT YOU HAVE BEEN PAID. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT.

AVISO: ESTE DOCUMENTO ES UNA REPRESENTACION Y GARANTIA EN LA QUE USTED HA SIDO PAGADO. ESTE DOCUMENTO SERA ENFORZADO CONTRA USTED AL FIRMARLO.

LABORER'S NAME NOMBRE DEL TRABAJADOR	DATE FECHA	LABORER'S SIGNATURE FIRMA DEL TRABAJADOR

(Page 2 of 2)

3840 N. Commerce Street • North Las Vegas, Nevada 89032 • Phone: (702)734-0198 • Fax: (702)734-0396
E-Mail: apcoconstruction.com • Nevada Contractor's License: 0014563

APCO000468

JA2630





UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: _____
Property Location: _____
Undersigned's Customer: _____
Inv./Pmt Application No: _____
Payment Amount: _____

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

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

Dated: _____

By: _____

Its: _____

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

3840 N. Commerce Street • North Las Vegas, Nevada 89032 • Phone: (702)734-0198 • Fax: (702)734-0396
E-Mail: apcoconstruction.com • Nevada Contractor's License: 0014563

APCO000469

JA2631





UNCONDITIONAL WAIVER AND RELEASE
UPON FINAL PAYMENT

Property Name: _____
Property Location: _____
Undersigned's Customer: _____
Inv./Pmt Application No: _____
Payment Amount: _____
Amount of Disputed Claims: _____

The undersigned has been paid in full for all work, materials and equipment furnished to his Customer for the above described Property and does hereby waive and release 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, except for the payment of Disputed Claims, if any, noted above. The undersigned warrants that he either has already paid or will use the money received from the final 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: _____

By: _____

Its: _____

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it, even if you have not been paid. If you have not been paid, use a Conditional Release form.

3840 N. Commerce Street • North Las Vegas, Nevada 89032 • Phone: (702)734-0198 • Fax: (702)734-0396
E-Mail: apcoconstruction.com • Nevada Contractor's License: 0014563

APCO000470

JA2632





CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: _____
Property Location: _____
Undersigned's Customer: _____
Inv./Pmt Application No: _____
Payment Amount: _____

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, material men and suppliers for all work, materials or equipment that are the subject of the waiver and release.

Dated: _____

By: _____

Its: _____

3840 N. Commerce Street • North Las Vegas, Nevada 89032 • Phone: (702)734-0198 • Fax: (702)734-0396
E-Mail: apcoconstruction.com • Nevada Contractor's License: 0014563

APCO000471

JA2633





CONDITIONAL WAIVER AND RELEASE
UPON FINAL PAYMENT

Property Name: _____
Property Location: _____
Undersigned's Customer: _____
Inv./Pmt Application No: _____
Payment Amount: _____
Payment Period: _____
Amount of Disputed Claims: _____

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 the final payment to the undersigned for all work, materials or equipment furnished by the undersigned to the Property or to the Undersigned's Customer and does not cover payment for Disputed Claims, if any. 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 received from the final payment promptly to pay in full all laborers, subcontractors, material men and suppliers for all work, materials or equipment that are the subject of the waiver and release.

Dated: _____

By: _____

Its: _____

3840 N. Commerce Street • North Las Vegas, Nevada 89032 • Phone: (702)734-0198 • Fax: (702)734-0396
E-Mail: apcoconstruction.com • Nevada Contractor's License: D014563

APCO000472

JA2634



**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)
Helix Electric of Nevada, LLC

Business name/disregarded entity name, if different from above
Helix Electric

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Exempt payee

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) **S**

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
3078 E. Sunset Road, Suite 9

City, state, and ZIP code
Las Vegas, NV 89120

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								

Employer identification number								
3	6	-	4	4	8	5	6	7 2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here
Signature of U.S. person ▶

Date ▶

APR 04 2012

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.





Helix Electric
CONSTRUCTORS • ENGINEERS

**HELIX ELECTRIC EXHIBIT
TO THE SUBCONTRACT
BETWEEN APCO CONSTRUCTION AND
HELIX ELECTRIC OF NEVADA, LLC DBA HELIX ELECTRIC
FOR CRAIG RANCH REGIONAL PARK – PHASE II
HE JOB #161113**

The following terms will be added to or replace portions of the paragraphs in the Subcontract:

Subcontract Agreement Page 1 of 18	CONTRACT Amount: Delete: \$4,628,025.00 and Replace with: \$2,356,520.00
Contract Documents Page 2 of 18	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.
Contract Price and Payments Page 3 of 18	Section 4, Paragraph 4.2: 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."
Contract Price and Payments Page 3 of 18	Section 4, Paragraph 4.4: Delete (15), Replace with (10 Calendar Days).
Contract Price and Payments Page 4 of 18	Section 4, Paragraph 4.4: Add the following to the end of this section: "Per NRS Statutes."
Contract Price and Payments Page 4 of 18	Section 4, Paragraph 4.6: Revise as follows: Third line delete "...regardless of the source of said obligation." And replace with "...under the provisions of this Subcontract."
Prosecution of Work Page 5 of 18	Section 6: 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."
Prosecution of Work Page 5 of 18	Section 6, Paragraph 6.1: 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

3078 E. Sunset Rd., Suite 9 - Las Vegas, NV 89120 - Tel: (702) 732-1188 Fax: (702) 732-4386
Nevada License #0053810 - #0073392 - #0073455 - Arizona License #ROC232131 K-11 - Idaho License #005985 - Montana License #2412
New Mexico License #367103 - North Dakota License #41660 - South Dakota License #EC2703 - Utah License #7314771-5501 S200 - Wyoming License # C-24040

APCO000474

JA2636





Helix Electric
CONSTRUCTORS • ENGINEERS

**HELIX ELECTRIC EXHIBIT
TO THE SUBCONTRACT
BETWEEN APCO CONSTRUCTION AND
HELIX ELECTRIC OF NEVADA, LLC DBA HELIX ELECTRIC
FOR CRAIG RANCH REGIONAL PARK – PHASE II
HE JOB #161113**

Subcontractor, impending strikes or work stoppages by any trade and deterioration of the Owner's ability to pay for the Work on the Project."

Prosecution of
Work
Page 5 of 18

Section 6, Paragraph 6.4 Delete in its entirety and replace with following: "6.4 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."

Prosecution of
Work
Page 6 of 18

Section 6, Paragraph 6.6: 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 6.6: "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.

Changes and
Claims
Page 6 of 18

Section 7, Paragraph 7.2: 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 second line in Paragraph 7.2; and delete the text of Paragraph 7.2, starting with the words "less reasonable overhead . . ." in the fifth line, through the end of the paragraph.

Changes and
Claims
Page 7 of 18

Section 7, Paragraph 7.4: Delete in its entirety.

Changes and
Claims
Page 7 of 18

Section 7, 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."

Default and
Termination
Page 7 of 18

Section 10, Paragraph 10.4: Delete the second paragraph in its entirety.

3078 E. Sunset Rd., Suite 9 • Las Vegas, NV 89120 • Tel: (702) 732-1188 Fax: (702) 732-4386

Nevada License #0053819 • #0073392 • #0073455 • Arizona License #ROC332191 K-11 • Idaho License #005986 • Montana License #2412
New Mexico License #367103 • North Dakota License #41650 • South Dakota License #EC2703 • Utah License #7314771-5501 S200 • Wyoming License # C-24040

APCO000475

JA2637





Helix Electric
CONSTRUCTORS • ENGINEERS

**HELIX ELECTRIC EXHIBIT
TO THE SUBCONTRACT
BETWEEN APCO CONSTRUCTION AND
HELIX ELECTRIC OF NEVADA, LLC DBA HELIX ELECTRIC
FOR CRAIG RANCH REGIONAL PARK – PHASE II
HE JOB #161113**

Default and
Termination
Page 9 of 18

Section 10, 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 90 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."

Indemnity and
Insurance
Page 11 of 18

Section 13, Subparagraph 13.2(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 13.2(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 13.2(a), and add the words "or any third party" at the end of the last sentence in this subparagraph.

Indemnity and
Insurance
Page 12 of 18

Section 13, 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 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."

Damage to
Work
Page 13 of 18

Section 17, Paragraph 17.1: 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 17.1: "Notwithstanding anything contained in this Subcontract to the contrary, once Subcontractor has received final 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."

Arbitration
Page 14 of 18

Section 19, Delete Paragraph 19.1, 19.2, 19.4, 19.6, 19.7, and 19.8 and add the following new paragraph 19.1: "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

3078 E. Sunset Rd., Suite 9 • Las Vegas, NV 89120 • Tel: (702) 732-1188 Fax: (702) 732-4386

Nevada License #0053810 • #0072392 • #0073455 • Arizona License #ROC232191 K-11 • Idaho License #005986 • Montana License #2412
New Mexico License #367103 • North Dakota License #41660 • South Dakota License #EC2703 • Utah License #7314771-8501 5290 • Wyoming License # C-24040

APCO000476

JA2638





Helix Electric
CONSTRUCTORS • ENGINEERS

**HELIX ELECTRIC EXHIBIT
TO THE SUBCONTRACT
BETWEEN APCO CONSTRUCTION AND
HELIX ELECTRIC OF NEVADA, LLC DBA HELIX ELECTRIC
FOR CRAIG RANCH REGIONAL PARK – PHASE II
HE JOB #161113**

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.

Arbitration Page 14 of 18	Section 19, Paragraph 19.3: 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."
Miscellaneous Page 14 of 18	Section 20, Paragraph 20.1: Revise as follows: Change the word "Contractor's" in the first line, to the words "either party's" in both places where it appears.
Miscellaneous Page 15 of 18	Section 20, Paragraph 20.7: 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.
Exhibit A Page 16 of 18	Subcontractor Scope of work, 2nd and 3rd Lines Delete the following: "...including work reasonably anticipated..."
Exhibit A Page 16 of 18	Subcontractor Scope of Work, 5th and 6th Lines Delete the following: "...including any unforeseen or unseen items, or as described therein..."
Exhibit A Page 16 of 18	Subcontractor Scope of Work, 6th and 7th Lines Delete the following: "No additional Work Authorization (AWA's) or Change Orders's will be issued to Subcontractor unless the General Contractor or Owner revises the scope of work shown on the Contract Documents." Unless Contractor and Subcontractor agree as stated in Section 7 of this Exhibit.
Exhibit A Page 16 of 18	Subcontractor Scope of Work, COMPLETE ELECTRICAL PACKAGE: Delete "4,605,000.00" and Replace with "\$2,356,520.00"
Exhibit A Page 16 of 18	Subcontractor Scope of Work, BONDING: Delete "(.50%)" and Replace with "(1%)"

3078 E. Sunset Rd., Suite 9 • Las Vegas, NV 89120 • Tel: (702) 732-1188 Fax: (702) 732-4386

Nevada License #0053010 • #0073392 • #0073455 • Arizona License #ROC232191 K-11 • Idaho License #005985 • Montana License #2412
New Mexico License #367103 • North Dakota License #41660 • South Dakota License #EC2703 • Utah License #7314771-5601 S200 • Wyoming License # C-24040

APCO000477

JA2639



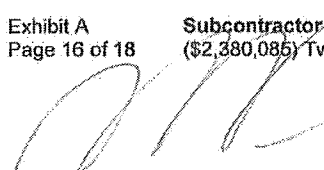


Helix Electric
CONSTRUCTORS • ENGINEERS

**HELIX ELECTRIC EXHIBIT
TO THE SUBCONTRACT
BETWEEN APCO CONSTRUCTION AND
HELIX ELECTRIC OF NEVADA, LLC DBA HELIX ELECTRIC
FOR CRAIG RANCH REGIONAL PARK – PHASE II
HE JOB #161113**

Exhibit A
Page 16 of 18

Subcontractor Scope of Work The Contract Total is, Revise to Read: "The Contract total is (\$2,380,085) Two Million Three Hundred Eighty Thousand Eighty Five Dollars and Zero Cents."



Victor Fuchs
President

APR 04 2012

By: 

Title: Contract Manager

Date: 4/19/12

3078 E. Sunset Rd., Suite 9 • Las Vegas, NV 89120 • Tel: (702) 732-1188 Fax: (702) 732-4386
Nevada License #0053810 • #0073392 • #0073455 • Arizona License #ROC232101 K-11 • Idaho License #005086 • Montana License #2412
New Mexico License #367103 • North Dakota License #41660 • South Dakota License #EC2703 • Utah License #7314771-5501 S200 • Wyoming License #C-24040

APCO000478

JA2640



EXHIBIT

JX012



Helix Electric

CONSTRUCTORS • ENGINEERS

January 28, 2013

Brian Bohn
Apco Construction
3432 N. 5th Street
North Las Vegas, Nevada 89032

Regarding: **Schedule delay/Extended overhead**
Craig Ranch Park Phase II

Dear Brian:

The original scheduled final completion date was January 9, 2013 for the above referenced project. The current scheduled completion date that Apco Construction has transmitted shows a current schedule completion date of August 3, 2013. Please accept this notice that Helix Electric reserves all rights to any and all additional cost incurred due to scheduled delays for this project.

Should you disagree with any of the above information, please notify Helix Electric in writing within the next 48 hours.

Please do not hesitate to call me if you have any questions.

Sincerely,

Kurk Williams
Project Manager

3078 E. Sunset Rd., Suite 9 • Las Vegas, NV 89120 • Tel: (702) 732-1188 Fax: (702) 737-7494

Nevada License #0053810 • #0073392 • #0073455

Arizona License #ROC232191 K-11 • Utah License #7314771-5501

HEL000456

JA2642

