

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 06:17 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 XVII

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

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IV	JA454- JA610	11/20/2018	Opposition to Omnibus Motion in Limine 1-2
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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

2010 ABC Excellence in Construction Eagle Award Winner

From: Kurk Williams
Sent: Monday, May 12, 2014 5:52 PM
To: Victor Fuchs
Subject: FW: Craig Park

Victor,

Did you and Joe ever talk?

We really need to get this taken care of please.

Thanks,

Kurk Williams
Project Manager
Helix Electric
3078 E. Sunset Rd. Suite #9
Las Vegas, NV 89120
Main (702) 732-1188
Fax (702) 732-4386
Cell (702) 580-2251
kwilliams@helixelectric.com

From: Victor Fuchs
Sent: Tuesday, May 06, 2014 5:24 PM
To: Joe Pelan
Cc: Kurk Williams
Subject: Re: Craig Park

Joe our commitment was to talk today.....

Victor Fuchs
President
Helix Electric

3078 E. Sunset Rd. Suite 9
Las Vegas NV 89120
vfuchs@helixelectric.com
Main Phone (702)732-1188
Direct Line(702)697-8203
Fax (702)699-5743

On Apr 25, 2014, at 5:15 PM, "Victor Fuchs" <vfuchs@helixelectric.com> wrote:

<meeting.ics>



Steve Headley

From: Joe Pelan <jpelan@apcoconstruction.com>
Sent: Friday, April 25, 2014 7:17 AM
To: Victor Fuchs
Subject: Re: Craig Ranch Park - Retention

I know, I have been addressing the rest of the issues. I am down to Helix and one other. I am out of town. I haven't forgot you guys. Can I buy you lunch Tuesday?

Sent from my iPhone

On Apr 24, 2014, at 6:37 PM, "Victor Fuchs" <vfuchs@helixelectric.com> wrote:

Joe,

Another week went by.... We need to get this resolved!!!!

It is imperative that we speak tomorrow...

Victor Fuchs
President
Helix Electric

3078 E. Sunset Rd. Suite 9
Las Vegas NV 89120
vfuchs@helixelectric.com
Main Phone (702)732-1188
Direct Line(702)697-8203
Fax (702)699-5743

<image003.jpg>

2011 ABC Excellence in Construction Eagle Award Winner

2010 ABC Excellence in Construction Eagle Award Winner

From: Kurk Williams
Sent: Thursday, April 24, 2014 3:06 PM
To: Victor Fuchs
Cc: Bob Johnson
Subject: RE: Craig Ranch Park - Retention



Victor,

Any word back from Joe?

Kurk Williams

Project Manager

Helix Electric

3078 E. Sunset Rd. Suite #9

Las Vegas, NV 89120

Main (702) 732-1188

Fax (702) 732-4386

Cell (702) 580-2251

kwilliams@helixelectric.com

From: Victor Fuchs
Sent: Tuesday, April 22, 2014 8:39 AM
To: Joe Pelan
Cc: Kurk Williams
Subject: Re: Craig Ranch Park - Retention

Joe u were to call me Monday?....

Victor Fuchs
President
Helix Electric

3078 E. Sunset Rd. Suite 9
Las Vegas NV 89120
vfuchs@helixelectric.com
Main Phone (702)732-1188
Direct Line(702)697-8203
Fax (702)699-5743

On Apr 16, 2014, at 11:47 AM, "Joe Pelan" <jpelan@apcoconstruction.com> wrote:



Steve Headley

From: Joe Pelan <jpelan@apcoconstruction.com>
Sent: Wednesday, April 16, 2014 11:48 AM
To: Kurk Williams
Cc: Victor Fuchs
Subject: RE: Craig Ranch Park - Retention

Kurk, Helix is the only firm holding up the release of retention just so you know. I can't sign the final release with a pending claim. I will talk to Victor tomorrow. Thanks

From: Kurk Williams [mailto:kwilliams@helixelectric.com]
Sent: Wednesday, April 16, 2014 10:48 AM
To: Joe Pelan; Mary Jo Allen
Cc: Eddie Bennett; Bob Johnson; Victor Fuchs
Subject: FW: Craig Ranch Park - Retention

Good afternoon Joe/Mary Jo,

Can either one of you please update me in regards to the release of retention for Craig Ranch Park?

As of the end of this month, we will have been off this project for 6 months and I don't know of any reason why we shouldn't be able to get a check by the end of April. If there is anything needed from Helix, please let me know ASAP.

Please update me by the end of this week as to when we can expect retention payment.

Thanks,

Kurk Williams
Project Manager
Helix Electric
3078 E. Sunset Rd. Suite #9
Las Vegas, NV 89120
Main (702) 732-1188
Fax (702) 732-4386
Cell (702) 580-2251
kwilliams@helixelectric.com

From: Eddie Bennett
Sent: Wednesday, April 09, 2014 9:37 AM
To: Kurk Williams
Subject: FW: Craig Ranch Park - Retention

FYI

Have a Wonderful Day,

Eddie Bennett
Project Assistant

Helix Electric



Steve Headley

From: Joe Pelan <jpelan@apcoconstruction.com>
Sent: Wednesday, April 16, 2014 11:43 AM
To: Victor Fuchs
Subject: RE: Craig Ranch Park - Retention

I will call you in the am.

From: Victor Fuchs [mailto:vfuchs@helixelectric.com]
Sent: Wednesday, April 16, 2014 10:56 AM
To: Kurk Williams; Joe Pelan
Cc: Joe Pelan; Mary Jo Allen; Eddie Bennett; Bob Johnson
Subject: Re: Craig Ranch Park - Retention

Joe,

I need to know by Friday what's the plan otherwise we will have to proceed w the claim! Please get back to me ASAP!

Thanks,

Victor Fuchs
President
Helix Electric

3078 E. Sunset Rd. Suite 9
Las Vegas NV 89120
vfuchs@helixelectric.com
Main Phone (702)732-1188
Direct Line (702)697-8203
Fax (702)699-5743

On Apr 16, 2014, at 1:48 PM, "Kurk Williams" <kwilliams@helixelectric.com> wrote:

Good afternoon Joe/Mary Jo,

Can either one of you please update me in regards to the release of retention for Craig Ranch Park?

As of the end of this month, we will have been off this project for 6 months and I don't know of any reason why we shouldn't be able to get a check by the end of April. If there is anything needed from Helix, please let me know ASAP.

Please update me by the end of this week as to when we can expect retention payment.

Thanks,

Kurk Williams
Project Manager
Helix Electric
3078 E. Sunset Rd. Suite #9



Las Vegas, NV 89120
Main (702) 732-1188
Fax (702) 732-4386
Cell (702) 580-2251
kwilliams@helixelectric.com

From: Eddie Bennett
Sent: Wednesday, April 09, 2014 9:37 AM
To: Kurk Williams
Subject: FW: Craig Ranch Park - Retention

FYI

Have a Wonderful Day,

Eddie Bennett
Project Assistant

Helix Electric
3078 E Sunset Road Suite 9
Las Vegas, NV 89120

Direct 702-697-8227
Fax 702-732-4386

From: Mary Jo Allen [<mailto:mallen@apcoconstruction.com>]
Sent: Wednesday, April 09, 2014 9:35 AM
To: Eddie Bennett
Subject: RE: Craig Ranch Park - Retention

Not yet.

From: Eddie Bennett [<mailto:ebennett@helixelectric.com>]
Sent: Wednesday, April 09, 2014 9:02 AM
To: Mary Jo Allen
Cc: Kurk Williams
Subject: RE: Craig Ranch Park - Retention

Good Morning,

Has retention been released yet?

Have a Wonderful Day,

Eddie Bennett
Project Assistant

Helix Electric
3078 E Sunset Road Suite 9
Las Vegas, NV 89120

Direct 702-697-8227



Fax 702-732-4386

From: Mary Jo Allen [<mailto:mallen@apcoconstruction.com>]
Sent: Monday, March 24, 2014 2:42 PM
To: Eddie Bennett
Subject: RE: Craig Ranch Park - Retention

Not yet, still waiting.

From: Eddie Bennett [<mailto:ebennett@helixelectric.com>]
Sent: Monday, March 24, 2014 2:33 PM
To: Mary Jo Allen
Cc: Kurk Williams
Subject: Craig Ranch Park - Retention

Hi Mary Jo,

Have you heard anything about the retention being released?

Have a Wonderful Day,

Eddie Bennett
Project Assistant

Helix Electric
3078 E Sunset Road Suite 9
Las Vegas, NV 89120

Direct 702-697-8227
Fax 702-732-4386



Steve Headley

From: Joe Pelan <jpelan@apcoconstruction.com>
Sent: Tuesday, January 28, 2014 10:42 AM
To: Victor Fuchs; Bob Johnson
Subject: Craig Ranch

Gentlemen, I have scheduled a meeting with Randy DuVall at the City of North Las Vegas to discuss the remaining change order issues on Feb 4th at 9am. If needed I will call you between 9:30 and 10.



EXHIBIT

DX201

Q: Pritzel worked by himself for May through November 2013

**HELIX ELECTRIC LABOR COSTS PER CERTIFIED PAYROLL REPORTS
CRAIG RANCH PARK PHASE II**

Report #	W/E	Employee	Base Rate	Fringe	Total Rate	Hrs Worked	Job Gross Total Amt.	Report Total
1	01/29/12	Clement, Richard	60.81	1.35	62.16	40.00	2,486.40	
1	01/29/12	Pennell, Trevor	45.28	11.00	56.28	32.00	1,800.96	
							4,287.36	4,287.36
2	02/05/12	Non Performance						
3	02/12/12	Non Performance						
4	02/19/12	Non Performance						
5	02/26/12	Clement, Richard	60.81	1.35	62.16	40.00	2,486.40	
5	02/26/12	Pennell, Trevor	45.28	11.00	56.28	40.00	2,251.20	
							4,737.60	4,737.60
6	03/04/12	Clement, Richard	60.81	1.35	62.16	20.00	1,243.20	
6	03/04/12	Prietzl, Rainer	45.28	11.00	56.28	40.00	2,251.20	
6	03/04/12	Pennell, Trevor	45.28	11.00	56.28	20.00	1,125.60	
6	03/04/12	Satterfield, Jeffry	45.28	11.00	56.28	20.00	1,125.60	
6	03/04/12	Wright, Cody	38.26	7.33	45.59	40.00	1,823.60	
							7,569.20	7,569.20
7	03/11/12	Clement, Richard	60.81	1.35	62.16	40.00	2,486.40	
7	03/11/12	Prietzl, Rainer	45.28	11.00	56.28	20.00	1,125.60	
7	03/11/12	Pennell, Trevor	45.28	11.00	56.28	40.00	2,251.20	
7	03/11/12	Satterfield, Jeffry	45.28	11.00	56.28	16.00	900.48	
7	03/11/12	Wright, Cody	38.26	7.33	45.59	32.00	1,458.88	
							8,222.56	8,222.56
8	03/18/12	Prietzl, Rainer	45.28	11.00	56.28	32.00	1,800.96	
8	03/18/12	Wright, Cody	38.26	7.33	45.59	32.00	1,458.88	
							3,259.84	3,259.84
9	03/25/12	Prietzl, Rainer	45.28	11.00	56.28	40.00	2,251.20	
9	03/25/12	Wright, Cody	38.26	7.33	45.59	8.00	364.72	
							2,615.92	2,615.92
10	04/01/12	Prietzl, Rainer	45.28	11.00	56.28	40.00	2,251.20	
10	04/01/12	Wright, Cody	38.26	7.33	45.59	40.00	1,823.60	
							4,074.80	4,074.80
11	04/08/12	Prietzl, Rainer	45.28	11.00	56.28	40.00	2,251.20	
11	04/08/12	Wright, Cody	38.26	7.33	45.59	40.00	1,823.60	
							4,074.80	4,074.80

week 13 they are together

APCO001282

JA 3402

**HELIX ELECTRIC LABOR COSTS PER CERTIFIED PAYROLL REPORTS
CRAIG RANCH PARK PHASE II**

Report #	W/E	Employee	Base Rate	Fringe	Total Rate	Hrs Worked	Job Gross Total Amt.	Report Total
12	04/15/12	Prietzal, Rainer	45.28	11.00	56.28	40.00	2,251.20	
12	04/15/12	Wright, Cody	38.26	7.33	45.59	40.00	1,823.60	
							4,074.80	4,074.80
13	04/22/12	Clement, Richard	60.81	1.35	62.16	40.00	2,486.40	
13	04/22/12	Prietzal, Rainer	45.28	11.00	56.28	40.00	2,251.20	
13	04/22/12	DeWeber, Nathan	47.95	8.33	56.28	16.00	900.48	
13	04/22/12	Wright, Cody	38.26	7.33	45.59	32.00	1,458.88	
							7,096.96	7,096.96
14	04/29/12	Clement, Richard	60.81	1.35	62.16	40.00	2,486.40	
14	04/29/12	Prietzal, Rainer	45.28	11.00	56.28	40.00	2,251.20	
14	04/29/12	Wright, Cody	38.26	7.33	45.59	31.50	1,436.09	
14	04/29/12	Wright, Cody	57.39	7.33	64.72	0.50	32.36	
							6,206.05	6,206.05
15	05/06/12	Clement, Richard	60.81	1.35	62.16	40.00	2,486.40	
15	05/06/12	Prietzal, Rainer	45.28	11.00	56.28	40.00	2,251.20	
15	05/06/12	Pennell, Trevor	45.28	11.00	56.28	24.00	1,350.72	
15	05/06/12	Wright, Cody	38.26	7.33	45.59	40.00	1,823.60	
							7,911.92	7,911.92
16	05/13/12	Clement, Richard	60.81	1.35	62.16	40.00	2,486.40	
16	05/13/12	Prietzal, Rainer	45.28	11.00	56.28	40.00	2,251.20	
16	05/13/12	Pennell, Trevor	45.28	11.00	56.28	24.00	1,350.72	
16	05/13/12	Wright, Cody	38.26	7.33	45.59	32.00	1,458.88	
							7,547.20	7,547.20
17	05/20/12	Clement, Richard	60.81	1.35	62.16	40.00	2,486.40	
17	05/20/12	Prietzal, Rainer	45.28	11.00	56.28	40.00	2,251.20	
17	05/20/12	Wright, Cody	38.26	7.33	45.59	40.00	1,823.60	
							6,561.20	6,561.20
18	05/27/12	Clement, Richard	60.81	1.35	62.16	40.00	2,486.40	
18	05/27/12	Prietzal, Rainer	45.28	11.00	56.28	40.00	2,251.20	
18	05/27/12	DeWeber, Nathan	39.51	8.33	47.84	40.00	1,913.60	
18	05/27/12	Satterfield, Jeffry	45.28	11.00	56.28	40.00	2,251.20	
18	05/27/12	Wright, Cody	38.26	7.33	45.59	40.00	1,823.60	
							10,726.00	10,726.00
19	06/03/12	Prietzal, Rainer	45.28	11.00	56.28	40.00	2,251.20	
19	06/03/12	DeWeber, Nathan	47.95	8.33	56.28	40.00	2,251.20	
19	06/03/12	Satterfield, Jeffry	45.28	11.00	56.28	40.00	2,251.20	

*per week
6 to
P. 1285*

**HELIX ELECTRIC LABOR COSTS PER CERTIFIED PAYROLL REPORTS
CRAIG RANCH PARK PHASE II**

Report #	W/E	Employee	Base Rate	Fringe	Total Rate	Hrs Worked	Job Gross Total Amt.	Report Total
19	06/03/12	Wright, Cody	38.26	7.33	45.59	40.00	1,823.60	
							8,577.20	8,577.20
20	06/10/12	Clement, Richard	60.81	1.35	62.16	40.00	2,486.40	
20	06/10/12	Prietzl, Rainer	45.28	11.00	56.28	40.00	2,251.20	
20	06/10/12	DeWeber, Nathan	39.51	8.33	47.84	40.00	1,913.60	
20	06/10/12	Satterfield, Jeffry	45.28	11.00	56.28	40.00	2,251.20	
20	06/10/12	Wright, Cody	38.26	7.33	45.59	40.00	1,823.60	
							10,726.00	10,726.00
21	06/17/12	Prietzl, Rainer	49.81	11.00	60.81	40.00	2,432.40	
21	06/17/12	Sanchez, Everardo	45.28	11.00	56.28	16.00	900.48	
21	06/17/12	Bravo, Gilberto	45.28	11.00	56.28	8.00	450.24	
21	06/17/12	DeWeber, Nathan	39.51	8.33	47.84	18.50	885.04	
21	06/17/12	Satterfield, Jeffry	45.28	11.00	56.28	28.00	1,575.84	
21	06/17/12	Wright, Cody	38.26	7.33	45.59	40.00	1,823.60	
21	06/17/12	Kracht, Garrett	45.28	11.00	56.28	40.00	2,251.20	
							10,318.80	10,318.80
22	06/24/12	Prietzl, Rainer	45.28	11.00	56.28	40.00	2,251.20	
22	06/24/12	Wright, Cody	38.26	7.33	45.59	40.00	1,823.60	
22	06/24/12	Kracht, Garrett	45.28	11.00	56.28	24.00	1,350.72	
							5,425.52	5,425.52
23	07/01/12	Prietzl, Rainer	45.28	11.00	56.28	40.00	2,251.20	
23	07/01/12	Wright, Cody	39.51	8.33	47.84	40.00	1,913.60	
23	07/01/12	Kracht, Garrett	45.28	11.00	56.28	32.00	1,800.96	
							5,965.76	5,965.76
24	07/08/12	Prietzl, Rainer	45.28	11.00	56.28	32.00	1,800.96	
24	07/08/12	Wright, Cody	39.51	8.33	47.84	32.00	1,530.88	
24	07/08/12	Kracht, Garrett	45.28	11.00	56.28	32.00	1,800.96	
							5,132.80	5,132.80
25	07/15/12	Prietzl, Rainer	45.28	11.00	56.28	40.00	2,251.20	
25	07/15/12	Wright, Cody	39.51	8.33	47.84	40.00	1,913.60	
							4,164.80	4,164.80
26	07/22/12	Smith, Mark	45.28	11.00	56.28	40.00	2,251.20	
26	07/22/12	Prietzl, Rainer	45.28	11.00	56.28	40.00	2,251.20	
26	07/22/12	Wright, Cody	39.51	8.33	47.84	40.00	1,913.60	
26	07/22/12	Lopez, Richard	45.28	11.00	56.28	40.00	2,251.20	
26	07/22/12	Wooten, Jr., Charles	45.28	11.00	56.28	40.00	2,251.20	

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JA3404

**HELIX ELECTRIC LABOR COSTS PER CERTIFIED PAYROLL REPORTS
CRAIG RANCH PARK PHASE II**

Report #	W/E	Employee	Base Rate	Fringe	Total Rate	Hrs Worked	Job Gross Total Amt.	Report Total
							10,918.40	10,918.40
27	07/29/12	Smith, Mark	45.28	11.00	56.28	40.00	2,251.20	
27	07/29/12	Prietz, Rainer	45.28	11.00	56.28	40.00	2,251.20	
27	07/29/12	Wright, Cody	39.51	8.33	47.84	40.00	1,913.60	
27	07/29/12	Lopez, Richard	34.04	10.00	44.04	40.00	1,761.60	
27	07/29/12	Wooten, Jr., Charles	45.28	11.00	56.28	40.00	2,251.20	
							10,428.80	10,428.80
28	08/05/12	Smith, Mark	45.28	11.00	56.28	40.00	2,251.20	
28	08/05/12	Prietz, Rainer	49.81	11.00	60.81	40.00	2,432.40	
28	08/05/12	Wright, Cody	39.51	8.33	47.84	22.00	1,052.48	
28	08/05/12	Lopez, Richard	34.04	10.00	44.04	40.00	1,761.60	
28	08/05/12	Wooten, Jr., Charles	45.28	11.00	56.28	40.00	2,251.20	
							9,748.88	9,748.88
29	08/12/12	Smith, Mark	45.28	11.00	56.28	40.00	2,251.20	
29	08/12/12	Prietz, Rainer	45.28	11.00	56.28	40.00	2,251.20	
29	08/12/12	Wright, Cody	39.51	8.33	47.84	40.00	1,913.60	
29	08/12/12	Lopez, Richard	34.04	10.00	44.04	40.00	1,761.60	
29	08/12/12	Wooten, Jr., Charles	45.28	11.00	56.28	40.00	2,251.20	
							10,428.80	10,428.80
30	08/19/12	Smith, Mark	45.28	11.00	56.28	40.00	2,251.20	
30	08/19/12	Prietz, Rainer	49.81	11.00	60.81	40.00	2,432.40	
30	08/19/12	Wright, Cody	39.51	8.33	47.84	32.00	1,530.88	
30	08/19/12	Lopez, Richard	34.04	10.00	44.04	40.00	1,761.60	
30	08/19/12	Wooten, Jr., Charles	45.28	11.00	56.28	40.00	2,251.20	
							10,227.28	10,227.28
31	08/26/12	Smith, Mark	45.28	11.00	56.28	40.00	2,251.20	
31	08/26/12	Prietz, Rainer	49.81	11.00	60.81	40.00	2,432.40	
31	08/26/12	Wright, Cody	39.51	8.33	47.84	40.00	1,913.60	
31	08/26/12	Zigler, Keith	24.37	4.33	28.70	40.00	1,148.00	
31	08/26/12	Wooten, Jr., Charles	45.28	11.00	56.28	40.00	2,251.20	
							9,996.40	9,996.40
32	09/02/12	Smith, Mark	45.28	11.00	56.28	32.00	1,800.96	
32	09/02/12	Prietz, Rainer	49.81	11.00	60.81	40.00	2,432.40	
32	09/02/12	Wright, Cody	39.51	8.33	47.84	24.00	1,148.16	
32	09/02/12	Wright, Cody	47.95	8.33	56.28	16.00	900.48	
32	09/02/12	Zigler, Keith	24.37	4.33	28.70	40.00	1,148.00	
32	09/02/12	Wooten, Jr., Charles	45.28	11.00	56.28	32.00	1,800.96	
							9,230.96	9,230.96

Highest rate paid why the difference?

**HELIX ELECTRIC LABOR COSTS PER CERTIFIED PAYROLL REPORTS
CRAIG RANCH PARK PHASE II**

Report #	W/E	Employee	Base Rate	Fringe	Total Rate	Hrs Worked	Job Gross Total Amt.	Report Total
33	09/09/12	Smith, Mark	45.28	11.00	56.28	32.00	1,800.96	
33	09/09/12	Prietzal, Rainer	49.81	11.00	60.81	32.00	1,945.92	
33	09/09/12	Satterfield, Jeffry	45.28	11.00	56.28	32.00	1,800.96	
33	09/09/12	Wright, Cody	39.51	8.33	47.84	32.00	1,530.88	
33	09/09/12	Zigler, Keith	24.37	4.33	28.70	14.50	416.15	
33	09/09/12	Wooten, Jr., Charles	45.28	11.00	56.28	32.00	1,800.96	
							9,295.83	9,295.83
34	09/16/12	Smith, Mark	45.28	11.00	56.28	40.00	2,251.20	
34	09/16/12	Prietzal, Rainer	49.81	11.00	60.81	40.00	2,432.40	
34	09/16/12	Satterfield, Jeffry	45.28	11.00	56.28	40.00	2,251.20	
34	09/16/12	Wright, Cody	47.95	8.33	56.28	4.00	225.12	
34	09/16/12	Wright, Cody	39.51	8.33	47.84	36.00	1,722.24	
34	09/16/12	Diaz, Omar	24.37	4.33	28.70	40.00	1,148.00	
34	09/16/12	Zigler, Keith	24.37	4.33	28.70	4.00	114.80	
34	09/16/12	Wooten, Jr., Charles	45.28	11.00	56.28	40.00	2,251.20	
							12,396.16	12,396.16
35	09/26/12	Smith, Mark	45.28	11.00	56.28	40.00	2,251.20	
35	09/26/12	Prietzal, Rainer	49.81	11.00	60.81	40.00	2,432.40	
35	09/26/12	Satterfield, Jeffry	45.28	11.00	56.28	32.00	1,800.96	
35	09/26/12	Wright, Cody	39.51	8.33	47.84	40.00	1,913.60	
35	09/26/12	Diaz, Omar	24.37	4.33	28.70	40.00	1,148.00	
35	09/26/12	Wooten, Jr., Charles	45.28	11.00	56.28	40.00	2,251.20	
							11,797.36	11,797.36
36	09/30/12	Clement, Richard	60.81	1.35	62.16	40.00	2,486.40	
36	09/30/12	Smith, Mark	45.28	11.00	56.28	40.00	2,251.20	
36	09/30/12	Prietzal, Rainer	45.28	11.00	56.28	40.00	2,251.20	
36	09/30/12	Satterfield, Jeffry	45.28	11.00	56.28	16.00	900.48	
36	09/30/12	Wright, Cody	39.51	8.33	47.84	40.00	1,913.60	
36	09/30/12	Diaz, Omar	24.37	4.33	28.70	40.00	1,148.00	
36	09/30/12	Wooten, Jr., Charles	45.28	11.00	56.28	40.00	2,251.20	
							13,202.08	13,202.08
37	10/07/12	Clement, Richard	60.81	1.35	62.16	40.00	2,486.40	
37	10/07/12	Smith, Mark	45.28	11.00	56.28	40.00	2,251.20	
37	10/07/12	Prietzal, Rainer	45.28	11.00	56.28	40.00	2,251.20	
37	10/07/12	Satterfield, Jeffry	45.28	11.00	56.28	32.00	1,800.96	
37	10/07/12	Wright, Cody	39.51	8.33	47.84	40.00	1,913.60	
37	10/07/12	Diaz, Omar	24.37	4.33	28.70	40.00	1,148.00	
37	10/07/12	Wooten, Jr., Charles	45.28	11.00	56.28	40.00	2,251.20	
							14,102.56	14,102.56
38	10/14/12	Smith, Mark	45.28	11.00	56.28	20.00	1,125.60	
38	10/14/12	Prietzal, Rainer	49.81	11.00	60.81	40.00	2,432.40	

APCO001286

JA3406

**HELIX ELECTRIC LABOR COSTS PER CERTIFIED PAYROLL REPORTS
CRAIG RANCH PARK PHASE II**

Report #	W/E	Employee	Base Rate	Fringe	Total Rate	Hrs Worked	Job Gross Total Amt.	Report Total
38	10/14/12	Wright, Cody	39.51	8.33	47.84	20.00	956.80	
38	10/14/12	Diaz, Omar	24.37	4.33	28.70	20.00	574.00	
38	10/14/12	Wooten, Jr., Charles	45.28	11.00	56.28	20.00	1,125.60	
							6,214.40	6,214.40
39	10/21/12	Prietzl, Rainer	45.28	11.00	56.28	40.00	2,251.20	
39	10/21/12	Wright, Cody	47.95	8.33	56.28	40.00	2,251.20	
39	10/21/12	Diaz, Omar	24.37	4.33	28.70	40.00	1,148.00	
							5,650.40	5,650.40
40	10/28/12	Smith, Mark	45.28	11.00	56.28	24.00	1,350.72	
40	10/28/12	Prietzl, Rainer	45.28	11.00	56.28	40.00	2,251.20	
40	10/28/12	Wright, Cody	56.28	8.33	64.61	32.00	2,067.52	
40	10/28/12	Diaz, Omar	24.37	4.33	28.70	32.00	918.40	
40	10/28/12	Wooten, Jr., Charles	45.28	11.00	56.28	24.00	1,350.72	
							7,938.56	7,938.56
41	11/04/12	Smith, Mark	45.28	11.00	56.28	40.00	2,251.20	
41	11/04/12	Prietzl, Rainer	49.81	11.00	60.81	40.00	2,432.40	
41	11/04/12	Wright, Cody	39.51	8.33	47.84	40.00	1,913.60	
41	11/04/12	Diaz, Omar	24.37	4.33	28.70	40.00	1,148.00	
41	11/04/12	Wooten, Jr., Charles	45.28	11.00	56.28	32.00	1,800.96	
							9,546.16	9,546.16
42	11/11/12	Smith, Mark	45.13	11.00	56.13	40.00	2,245.20	
42	11/11/12	Prietzl, Rainer	49.66	11.00	60.66	40.00	2,426.40	
42	11/11/12	Wright, Cody	39.51	8.33	47.84	40.00	1,913.60	
42	11/11/12	Diaz, Omar	24.37	4.33	28.70	40.00	1,148.00	
42	11/11/12	Wooten, Jr., Charles	45.13	11.00	56.13	40.00	2,245.20	
							9,978.40	9,978.40
43	11/18/12	Smith, Mark	45.13	11.15	56.28	32.00	1,800.96	
43	11/18/12	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40	
43	11/18/12	Wright, Cody	39.51	8.33	47.84	16.00	765.44	
43	11/18/12	Kadugyed, John	45.13	11.15	56.28	30.00	1,688.40	
43	11/18/12	Kadugyed, John	67.70	11.15	78.85	2.00	157.70	
43	11/18/12	Diaz, Omar	24.37	4.33	28.70	32.00	918.40	
43	11/18/12	Wooten, Jr., Charles	45.13	11.15	56.28	32.00	1,800.96	
							9,564.26	9,564.26
44	11/25/12	Smith, Mark	45.13	11.15	56.28	30.00	1,688.40	
44	11/25/12	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40	
44	11/25/12	Noone, John	45.13	11.15	56.28	16.00	900.48	
44	11/25/12	Wedmore, Jonathan	33.63	6.33	39.96	24.00	959.04	
44	11/25/12	Satterfield, Jeffry	45.13	11.15	56.28	30.00	1,688.40	

APCO001287

JA3407

**HELIX ELECTRIC LABOR COSTS PER CERTIFIED PAYROLL REPORTS
CRAIG RANCH PARK PHASE II**

Report #	W/E	Employee	Base Rate	Fringe	Total Rate	Hrs Worked	Job Gross Total Amt.	Report Total
44	11/25/12	Wright, Cody	39.51	8.33	47.84	22.00	1,052.48	
44	11/25/12	Wright, Cody	47.95	8.33	56.28	8.00	450.24	
44	11/25/12	Diaz, Omar	24.37	4.33	28.70	24.00	688.80	
44	11/25/12	Wooten, Jr., Charles	45.13	11.15	56.28	30.00	1,688.40	
							11,548.64	11,548.64
45	12/02/12	Smith, Mark	45.13	11.15	56.28	40.00	2,251.20	
45	12/02/12	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40	
45	12/02/12	Noone, John	45.13	11.15	56.28	40.00	2,251.20	
45	12/02/12	Wedmore, Jonathan	33.63	6.33	39.96	40.00	1,598.40	
45	12/02/12	Wright, Cody	47.95	8.33	56.28	40.00	2,251.20	
45	12/02/12	Diaz, Omar	24.37	4.33	28.70	40.00	1,148.00	
45	12/02/12	Wooten, Jr., Charles	45.13	11.15	56.28	40.00	2,251.20	
							14,183.60	14,183.60
46	12/09/12	Smith, Mark	45.13	11.15	56.28	40.00	2,251.20	
46	12/09/12	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40	
46	12/09/12	Noone, John	45.13	11.15	56.28	40.00	2,251.20	
46	12/09/12	Wedmore, Jonathan	33.63	6.33	39.96	40.00	1,598.40	
46	12/09/12	Wright, Cody	47.95	8.33	56.28	40.00	2,251.20	
46	12/09/12	Diaz, Omar	24.37	4.33	28.70	40.00	1,148.00	
46	12/09/12	Wooten, Jr., Charles	45.13	11.15	56.28	40.00	2,251.20	
							14,183.60	14,183.60
47	12/16/12	Smith, Mark	45.13	11.15	56.28	32.00	1,800.96	
47	12/16/12	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40	
47	12/16/12	Noone, John	45.13	11.15	56.28	24.00	1,350.72	
47	12/16/12	Wedmore, Jonathan	49.95	6.33	56.28	8.00	450.24	
47	12/16/12	Wedmore, Jonathan	33.63	6.33	39.96	24.00	959.04	
47	12/16/12	Wright, Cody	47.95	8.33	56.28	32.00	1,800.96	
47	12/16/12	Diaz, Omar	24.37	4.33	28.70	32.00	918.40	
47	12/16/12	Wooten, Jr., Charles	45.13	11.15	56.28	32.00	1,800.96	
							11,513.68	11,513.68
48	12/23/12	Smith, Mark	45.13	11.15	56.28	40.00	2,251.20	
48	12/23/12	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40	
48	12/23/12	Wright, Cody	39.51	8.33	47.84	40.00	1,913.60	
48	12/23/12	Diaz, Omar	24.37	4.33	28.70	40.00	1,148.00	
48	12/23/12	Wooten, Jr., Charles	45.13	11.15	56.28	40.00	2,251.20	
							9,996.40	9,996.40
49	12/30/12	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40	
							2,432.40	2,432.40
50	01/06/13	Smith, Mark	45.13	11.15	56.28	24.00	1,350.72	

APCO001288

JA3408

**HELIX ELECTRIC LABOR COSTS PER CERTIFIED PAYROLL REPORTS
CRAIG RANCH PARK PHASE II**

Report #	W/E	Employee	Base Rate	Fringe	Total Rate	Hrs Worked	Job Gross Total Amt.	Report Total
50	01/06/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40	
50	01/06/13	Wright, Cody	39.51	8.33	47.84	24.00	1,148.16	
50	01/06/13	Diaz, Omar	24.37	4.33	28.70	24.00	688.80	
50	01/06/13	Wooten, Jr., Charles	45.13	11.15	56.28	24.00	1,350.72	
							6,970.80	6,970.80
51	01/13/13	Smith, Mark	45.13	11.15	56.28	40.00	2,251.20	
51	01/13/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40	
51	01/13/13	Wright, Cody	39.51	8.33	47.84	40.00	1,913.60	
51	01/13/13	Diaz, Omar	24.37	4.33	28.70	40.00	1,148.00	
51	01/13/13	Wooten, Jr., Charles	45.13	11.15	56.28	40.00	2,251.20	
							9,996.40	9,996.40
52	01/20/13	Smith, Mark	45.13	11.15	56.28	40.00	2,251.20	
52	01/20/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40	
52	01/20/13	Wright, Cody	39.51	8.33	47.84	40.00	1,913.60	
52	01/20/13	Diaz, Omar	24.37	4.33	28.70	32.00	918.40	
52	01/20/13	Wooten, Jr., Charles	45.13	11.15	56.28	40.00	2,251.20	
							9,766.80	9,766.80
53	01/27/13	Clement, Richard	60.81	1.50	62.31	32.00	1,993.92	
53	01/27/13	Smith, Mark	45.13	11.15	56.28	32.00	1,800.96	
53	01/27/13	Prietzl, Rainer	45.13	11.15	56.28	40.00	2,251.20	
53	01/27/13	Wright, Cody	39.51	8.33	47.84	32.00	1,530.88	
53	01/27/13	Diaz, Omar	26.69	4.83	31.52	32.00	1,008.64	
53	01/27/13	Wooten, Jr., Charles	45.13	11.15	56.28	32.00	1,800.96	
							10,386.56	10,386.56
54	02/03/13	Smith, Mark	45.13	11.15	56.28	40.00	2,251.20	
54	02/03/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40	
54	02/03/13	Wright, Cody	45.13	11.15	56.28	40.00	2,251.20	
54	02/03/13	Diaz, Omar	26.69	4.83	31.52	40.00	1,260.80	
54	02/03/13	Wooten, Jr., Charles	45.13	11.15	56.28	40.00	2,251.20	
							10,446.80	10,446.80
55	02/10/13	Smith, Mark	45.13	11.15	56.28	40.00	2,251.20	
55	02/10/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40	
55	02/10/13	Wright, Cody	45.13	11.15	56.28	40.00	2,251.20	
55	02/10/13	Diaz, Omar	26.69	4.83	31.52	40.00	1,260.80	
55	02/10/13	Wooten, Jr., Charles	45.13	11.15	56.28	40.00	2,251.20	
							10,446.80	10,446.80
56	02/17/13	Smith, Mark	45.13	11.15	56.28	40.00	2,251.20	

**HELIX ELECTRIC LABOR COSTS PER CERTIFIED PAYROLL REPORTS
CRAIG RANCH PARK PHASE II**

Report #	W/E	Employee	Base Rate	Fringe	Total Rate	Hrs Worked	Job Gross Total Amt.	Report Total
56	02/17/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40	
56	02/17/13	Wright, Cody	45.13	11.15	56.28	40.00	2,251.20	
56	02/17/13	Diaz, Omar	26.69	4.83	31.52	40.00	1,260.80	
56	02/17/13	Wooten, Jr., Charles	45.13	11.15	56.28	40.00	2,251.20	
							10,446.80	10,446.80
57	02/24/13	Smith, Mark	45.13	11.15	56.28	32.00	1,800.96	
57	02/24/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40	
57	02/24/13	Wright, Cody	45.13	11.15	56.28	24.00	1,350.72	
57	02/24/13	Diaz, Omar	26.69	4.83	31.52	32.00	1,008.64	
57	02/24/13	Wooten, Jr., Charles	45.13	11.15	56.28	32.00	1,800.96	
							8,393.68	8,393.68
58	03/03/13	Smith, Mark	45.13	11.15	56.28	40.00	2,251.20	
58	03/03/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40	
58	03/03/13	Diaz, Omar	26.69	4.83	31.52	16.00	504.32	
58	03/03/13	Wooten, Jr., Charles	45.13	11.15	56.28	40.00	2,251.20	
							7,439.12	7,439.12
59	03/10/13	Smith, Mark	45.13	11.15	56.28	40.00	2,251.20	
59	03/10/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40	
59	03/10/13	Diaz, Omar	26.66	4.86	31.52	40.00	1,260.80	
59	03/10/13	Wooten, Jr., Charles	45.13	11.15	56.28	40.00	2,251.20	
							8,195.60	8,195.60
60	03/17/13	Smith, Mark	45.13	11.15	56.28	18.00	1,013.04	
60	03/17/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40	
60	03/17/13	Diaz, Omar	26.66	4.86	31.52	40.00	1,260.80	
60	03/17/13	Wooten, Jr., Charles	45.13	11.15	56.28	40.00	2,251.20	
							6,957.44	6,957.44
61	03/24/13	Smith, Mark	45.13	11.15	56.28	40.00	2,251.20	
61	03/24/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40	
61	03/24/13	Diaz, Omar	26.66	4.86	31.52	40.00	1,260.80	
61	03/24/13	Wooten, Jr., Charles	45.13	11.15	56.28	40.00	2,251.20	
							8,195.60	8,195.60
62	03/31/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40	
62	03/31/13	Diaz, Omar	26.66	4.86	31.52	40.00	1,260.80	
62	03/31/13	Wooten, Jr., Charles	45.13	11.15	56.28	40.00	2,251.20	
							5,944.40	5,944.40
63	04/07/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40	
63	04/07/13	Diaz, Omar	26.66	4.86	31.52	38.00	1,197.76	

APCO001290

JA3410

**HELIX ELECTRIC LABOR COSTS PER CERTIFIED PAYROLL REPORTS
CRAIG RANCH PARK PHASE II**

Report #	W/E	Employee	Base Rate	Fringe	Total Rate	Hrs Worked	Job Gross Total Amt.	Report Total
63	04/07/13	Wooten, Jr., Charles	45.13	11.15	56.28	40.00	2,251.20	
							5,881.36	5,881.36
64	04/14/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40	
64	04/14/13	Diaz, Omar	26.66	4.86	31.52	33.00	1,040.16	
64	04/14/13	Wooten, Jr., Charles	45.13	11.15	56.28	33.00	1,857.24	
							5,329.80	5,329.80
65	04/21/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40	
65	04/21/13	Diaz, Omar	26.66	4.86	31.52	40.00	1,260.80	
65	04/21/13	Wooten, Jr., Charles	45.13	11.15	56.28	40.00	2,251.20	
							5,944.40	5,944.40
66	04/28/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40	
66	04/28/13	Diaz, Omar	26.66	4.86	31.52	38.00	1,197.76	
66	04/28/13	Wooten, Jr., Charles	45.13	11.15	56.28	40.00	2,251.20	
							5,881.36	5,881.36
67	05/05/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40	
67	05/05/13	Diaz, Omar	26.66	4.86	31.52	40.00	1,260.80	
67	05/05/13	Wooten, Jr., Charles	45.13	11.15	56.28	40.00	2,251.20	
							5,944.40	5,944.40
68	05/12/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40	
							2,432.40	2,432.40
69	05/19/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40	
							2,432.40	2,432.40
70	05/26/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40	
							2,432.40	2,432.40
71	06/02/13	Smith, Mark	30.78	27.95	58.73	1.00	58.73	
71	06/02/13	Smith, Mark	40.00	11.15	51.15	6.00	306.90	
71	06/02/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40	
71	06/02/13	Wright, Cody	45.13	11.15	56.28	6.00	337.68	
							3,135.71	3,135.71
72	06/09/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40	
							2,432.40	2,432.40

APCO001291

JA3411

**HELIX ELECTRIC LABOR COSTS PER CERTIFIED PAYROLL REPORTS
CRAIG RANCH PARK PHASE II**

Report #	W/E	Employee	Base Rate	Fringe	Total Rate	Hrs Worked	Job Gross Total Amt.	Report Total
73	06/16/13	Prietzal, Rainer	49.66	11.15	60.81	40.00	2,432.40	
							2,432.40	2,432.40
74	06/23/13	Prietzal, Rainer	49.66	11.15	60.81	40.00	2,432.40	
							2,432.40	2,432.40
75	06/30/13	Prietzal, Rainer	49.66	11.15	60.81	40.00	2,432.40	
							2,432.40	2,432.40
76	07/07/13	Prietzal, Rainer	45.13	11.15	56.28	40.00	2,251.20	
							2,251.20	2,251.20
77	07/14/13	Prietzal, Rainer	49.66	11.15	60.81	40.00	2,432.40	
							2,432.40	2,432.40
78	07/21/13	Prietzal, Rainer	49.66	11.15	60.81	40.00	2,432.40	
							2,432.40	2,432.40
79	07/28/13	Prietzal, Rainer	49.66	11.15	60.81	40.00	2,432.40	
							2,432.40	2,432.40
80	08/04/13	Prietzal, Rainer	49.66	11.15	60.81	40.00	2,432.40	
							2,432.40	2,432.40
81	08/11/13	Prietzal, Rainer	45.13	11.15	56.28	40.00	2,251.20	
							2,251.20	2,251.20
82	08/18/13	Prietzal, Rainer	49.66	11.15	60.81	40.00	2,432.40	
							2,432.40	2,432.40
83	08/25/13	Prietzal, Rainer	45.13	11.15	56.28	40.00	2,251.20	
							2,251.20	2,251.20
84	09/01/13	Prietzal, Rainer	49.66	11.15	60.81	40.00	2,432.40	
							2,432.40	2,432.40
85	09/08/13	Prietzal, Rainer	49.66	11.15	60.81	40.00	2,432.40	
							2,432.40	2,432.40

why the difference - payment based on the work in the field - NOT supervisory rate.

Q: That increase times 40 weeks (week 54 - 94) = \$6,448.

\$161.20⁰² / per week diff even if was the supervisor increase
APCO001292
JA3412

**HELIX ELECTRIC LABOR COSTS PER CERTIFIED PAYROLL REPORTS
CRAIG RANCH PARK PHASE II**

Report #	W/E	Employee	Base Rate	Fringe	Total Rate	Hrs Worked	Job Gross Total Amt.	Report Total
86	09/15/13	Prietzal, Rainer	49.66	11.15	60.81	40.00	2,432.40	
							2,432.40	2,432.40
87	09/22/13	Prietzal, Rainer	49.66	11.15	60.81	40.00	2,432.40	
							2,432.40	2,432.40
88	09/29/13	Prietzal, Rainer	49.66	11.15	60.81	40.00	2,432.40	
							2,432.40	2,432.40
89	10/06/13	Prietzal, Rainer	49.66	11.15	60.81	40.00	2,432.40	
							2,432.40	2,432.40
90	10/13/13	Prietzal, Rainer	49.66	11.15	60.81	40.00	2,432.40	
							2,432.40	2,432.40
91	10/20/13	Prietzal, Rainer	49.66	11.15	60.81	40.00	2,432.40	
							2,432.40	2,432.40
92	10/27/13	Prietzal, Rainer	49.66	11.15	60.81	40.00	2,432.40	
							2,432.40	2,432.40
93	11/03/13	Prietzal, Rainer	49.66	11.15	60.81	8.00	486.48	
							486.48	486.48
94	11/10/13	Prietzal, Rainer	49.31	11.50	60.81	8.00	486.48	
							486.48	486.48
95	11/10/13	Non Performance						
96	11/24/13	Non Performance						
							588,311.89	588,311.89

Q: Was Prietzal supervising himself?
Q: Total Labor was \$588,311
- See next

RANDY'S WORK PRODUCT
HELIX ELECTRIC LABOR COSTS PER CERTIFIED PAYROLL REPORTS
CRAIG RANCH PARK PHASE II

Report #	W/E	Employee	Base Rate	Fringe	Total Rate	Hrs Worked	Job Gross Total Amt.	Report Total	Bates #APCO000
1	01/29/12	Clement, Richard	60.81	1.35	62.16	40.00	2,486.40		480
1	01/29/12	Pennell, Trevor	45.28	11.00	56.28	32.00	1,800.96		
							4,287.36	4,287.36	
2	02/05/12	Non Performance							
3	02/12/12	Non Performance							
4	02/19/12	Non Performance							
5	02/26/12	Clement, Richard	60.81	1.35	62.16	40.00	2,486.40		485
5	02/26/12	Pennell, Trevor	45.28	11.00	56.28	40.00	2,251.20		
							4,737.60	4,737.60	
6	03/04/12	Clement, Richard	60.81	1.35	62.16	20.00	1,243.20		487
6	03/04/12	Prietzl, Rainer	45.28	11.00	56.28	40.00	2,251.20		487
6	03/04/12	Pennell, Trevor	45.28	11.00	56.28	20.00	1,125.60		
6	03/04/12	Satterfield, Jeffry	45.28	11.00	56.28	20.00	1,125.60		
6	03/04/12	Wright, Cody	38.26	7.33	45.59	40.00	1,823.60		
							7,569.20	7,569.20	
7	03/11/12	Clement, Richard	60.81	1.35	62.16	40.00	2,486.40		491
7	03/11/12	Prietzl, Rainer	45.28	11.00	56.28	20.00	1,125.60		491
7	03/11/12	Pennell, Trevor	45.28	11.00	56.28	40.00	2,251.20		
7	03/11/12	Satterfield, Jeffry	45.28	11.00	56.28	16.00	900.48		
7	03/11/12	Wright, Cody	38.26	7.33	45.59	32.00	1,458.88		
							8,222.56	8,222.56	
8	03/18/12	Prietzl, Rainer	45.28	11.00	56.28	32.00	1,800.96		494
8	03/18/12	Wright, Cody	38.26	7.33	45.59	32.00	1,458.88		
							3,259.84	3,259.84	
9	03/25/12	Prietzl, Rainer	45.28	11.00	56.28	40.00	2,251.20		496
9	03/25/12	Wright, Cody	38.26	7.33	45.59	8.00	364.72		
							2,615.92	2,615.92	
10	04/01/12	Prietzl, Rainer	45.28	11.00	56.28	40.00	2,251.20		498
10	04/01/12	Wright, Cody	38.26	7.33	45.59	40.00	1,823.60		
							4,074.80	4,074.80	
11	04/08/12	Prietzl, Rainer	45.28	11.00	56.28	40.00	2,251.20		500
11	04/08/12	Wright, Cody	38.26	7.33	45.59	40.00	1,823.60		
							4,074.80	4,074.80	

APCO001282
JA3414

**HELIX ELECTRIC LABOR COSTS PER CERTIFIED PAYROLL REPORTS
CRAIG RANCH PARK PHASE II**

Report #	W/E	Employee	Base Rate	Fringe	Total Rate	Hrs Worked	Job Gross Total Amt.	Report Total	Bates #APCO000
12	04/15/12	Prietzal, Rainer	45.28	11.00	56.28	40.00	2,251.20		502
12	04/15/12	Wright, Cody	38.26	7.33	45.59	40.00	1,823.60		
							4,074.80	4,074.80	
13	04/22/12	Clement, Richard	60.81	1.35	62.16	40.00	2,486.40		504
13	04/22/12	Prietzal, Rainer	45.28	11.00	56.28	40.00	2,251.20		504
13	04/22/12	DeWeber, Nathan	47.95	8.33	56.28	16.00	900.48		
13	04/22/12	Wright, Cody	38.26	7.33	45.59	32.00	1,458.88		
							7,096.96	7,096.96	
14	04/29/12	Clement, Richard	60.81	1.35	62.16	40.00	2,486.40		508
14	04/29/12	Prietzal, Rainer	45.28	11.00	56.28	40.00	2,251.20		508
14	04/29/12	Wright, Cody	38.26	7.33	45.59	31.50	1,436.09		
14	04/29/12	Wright, Cody	57.39	7.33	64.72	0.50	32.36		
							6,206.05	6,206.05	
15	05/06/12	Clement, Richard	60.81	1.35	62.16	40.00	2,486.40		510
15	05/06/12	Prietzal, Rainer	45.28	11.00	56.28	40.00	2,251.20		510
15	05/06/12	Pennell, Trevor	45.28	11.00	56.28	24.00	1,350.72		
15	05/06/12	Wright, Cody	38.26	7.33	45.59	40.00	1,823.60		
							7,911.92	7,911.92	
16	05/13/12	Clement, Richard	60.81	1.35	62.16	40.00	2,486.40		513
16	05/13/12	Prietzal, Rainer	45.28	11.00	56.28	40.00	2,251.20		513
16	05/13/12	Pennell, Trevor	45.28	11.00	56.28	24.00	1,350.72		
16	05/13/12	Wright, Cody	38.26	7.33	45.59	32.00	1,458.88		
							7,547.20	7,547.20	
17	05/20/12	Clement, Richard	60.81	1.35	62.16	40.00	2,486.40		516
17	05/20/12	Prietzal, Rainer	45.28	11.00	56.28	40.00	2,251.20		516
17	05/20/12	Wright, Cody	38.26	7.33	45.59	40.00	1,823.60		
							6,561.20	6,561.20	
18	05/27/12	Clement, Richard	60.81	1.35	62.16	40.00	2,486.40		518
18	05/27/12	Prietzal, Rainer	45.28	11.00	56.28	40.00	2,251.20		518
18	05/27/12	DeWeber, Nathan	39.51	8.33	47.84	40.00	1,913.60		
18	05/27/12	Satterfield, Jeffry	45.28	11.00	56.28	40.00	2,251.20		
18	05/27/12	Wright, Cody	38.26	7.33	45.59	40.00	1,823.60		
							10,726.00	10,726.00	
19	06/03/12	Prietzal, Rainer	45.28	11.00	56.28	40.00	2,251.20		521
19	06/03/12	DeWeber, Nathan	47.95	8.33	56.28	40.00	2,251.20		
19	06/03/12	Satterfield, Jeffry	45.28	11.00	56.28	40.00	2,251.20		

APCO001283

JA3415

**HELIX ELECTRIC LABOR COSTS PER CERTIFIED PAYROLL REPORTS
CRAIG RANCH PARK PHASE II**

Report #	W/E	Employee	Base Rate	Fringe	Total Rate	Hrs Worked	Job Gross Total Amt.	Report Total	Bates #APCO000
19	06/03/12	Wright, Cody	38.26	7.33	45.59	40.00	1,823.60		
							8,577.20	8,577.20	
20	06/10/12	Clement, Richard	60.81	1.35	62.16	40.00	2,486.40		525
20	06/10/12	Prietzl, Rainer	45.28	11.00	56.28	40.00	2,251.20		525
20	06/10/12	DeWeber, Nathan	39.51	8.33	47.84	40.00	1,913.60		
20	06/10/12	Satterfield, Jeffry	45.28	11.00	56.28	40.00	2,251.20		
20	06/10/12	Wright, Cody	38.26	7.33	45.59	40.00	1,823.60		
							10,726.00	10,726.00	
21	06/17/12	Prietzl, Rainer	49.81	11.00	60.81	40.00	2,432.40		528
21	06/17/12	Sanchez, Everardo	45.28	11.00	56.28	16.00	900.48		
21	06/17/12	Bravo, Gilberto	45.28	11.00	56.28	8.00	450.24		
21	06/17/12	DeWeber, Nathan	39.51	8.33	47.84	18.50	885.04		
21	06/17/12	Satterfield, Jeffry	45.28	11.00	56.28	28.00	1,575.84		
21	06/17/12	Wright, Cody	38.26	7.33	45.59	40.00	1,823.60		
21	06/17/12	Kracht, Garrett	45.28	11.00	56.28	40.00	2,251.20		
							10,318.80	10,318.80	
22	06/24/12	Prietzl, Rainer	45.28	11.00	56.28	40.00	2,251.20		532
22	06/24/12	Wright, Cody	38.26	7.33	45.59	40.00	1,823.60		
22	06/24/12	Kracht, Garrett	45.28	11.00	56.28	24.00	1,350.72		
							5,425.52	5,425.52	
23	07/01/12	Prietzl, Rainer	45.28	11.00	56.28	40.00	2,251.20		534
23	07/01/12	Wright, Cody	39.51	8.33	47.84	40.00	1,913.60		
23	07/01/12	Kracht, Garrett	45.28	11.00	56.28	32.00	1,800.96		
							5,965.76	5,965.76	
24	07/08/12	Prietzl, Rainer	45.28	11.00	56.28	32.00	1,800.96		536
24	07/08/12	Wright, Cody	39.51	8.33	47.84	32.00	1,530.88		
24	07/08/12	Kracht, Garrett	45.28	11.00	56.28	32.00	1,800.96		
							5,132.80	5,132.80	
25	07/15/12	Prietzl, Rainer	45.28	11.00	56.28	40.00	2,251.20		539
25	07/15/12	Wright, Cody	39.51	8.33	47.84	40.00	1,913.60		
							4,164.80	4,164.80	
26	07/22/12	Smith, Mark	45.28	11.00	56.28	40.00	2,251.20		
26	07/22/12	Prietzl, Rainer	45.28	11.00	56.28	40.00	2,251.20		541
26	07/22/12	Wright, Cody	39.51	8.33	47.84	40.00	1,913.60		
26	07/22/12	Lopez, Richard	45.28	11.00	56.28	40.00	2,251.20		
26	07/22/12	Wooten, Jr., Charles	45.28	11.00	56.28	40.00	2,251.20		

APCO001284

JA3416

**HELIX ELECTRIC LABOR COSTS PER CERTIFIED PAYROLL REPORTS
CRAIG RANCH PARK PHASE II**

Report #	W/E	Employee	Base Rate	Fringe	Total Rate	Hrs Worked	Job Gross Total Amt.	Report Total	Bates #APCO000
							10,918.40	10,918.40	
27	07/29/12	Smith, Mark	45.28	11.00	56.28	40.00	2,251.20		
27	07/29/12	Prietzl, Rainer	45.28	11.00	56.28	40.00	2,251.20		544
27	07/29/12	Wright, Cody	39.51	8.33	47.84	40.00	1,913.60		
27	07/29/12	Lopez, Richard	34.04	10.00	44.04	40.00	1,761.60		
27	07/29/12	Wooten, Jr., Charles	45.28	11.00	56.28	40.00	2,251.20		
							10,428.80	10,428.80	
28	08/05/12	Smith, Mark	45.28	11.00	56.28	40.00	2,251.20		
28	08/05/12	Prietzl, Rainer	49.81	11.00	60.81	40.00	2,432.40		547
28	08/05/12	Wright, Cody	39.51	8.33	47.84	22.00	1,052.48		
28	08/05/12	Lopez, Richard	34.04	10.00	44.04	40.00	1,761.60		
28	08/05/12	Wooten, Jr., Charles	45.28	11.00	56.28	40.00	2,251.20		
							9,748.88	9,748.88	
29	08/12/12	Smith, Mark	45.28	11.00	56.28	40.00	2,251.20		
29	08/12/12	Prietzl, Rainer	45.28	11.00	56.28	40.00	2,251.20		550
29	08/12/12	Wright, Cody	39.51	8.33	47.84	40.00	1,913.60		
29	08/12/12	Lopez, Richard	34.04	10.00	44.04	40.00	1,761.60		
29	08/12/12	Wooten, Jr., Charles	45.28	11.00	56.28	40.00	2,251.20		
							10,428.80	10,428.80	
30	08/19/12	Smith, Mark	45.28	11.00	56.28	40.00	2,251.20		
30	08/19/12	Prietzl, Rainer	49.81	11.00	60.81	40.00	2,432.40		553
30	08/19/12	Wright, Cody	39.51	8.33	47.84	32.00	1,530.88		
30	08/19/12	Lopez, Richard	34.04	10.00	44.04	40.00	1,761.60		
30	08/19/12	Wooten, Jr., Charles	45.28	11.00	56.28	40.00	2,251.20		
							10,227.28	10,227.28	
31	08/26/12	Smith, Mark	45.28	11.00	56.28	40.00	2,251.20		
31	08/26/12	Prietzl, Rainer	49.81	11.00	60.81	40.00	2,432.40		556
31	08/26/12	Wright, Cody	39.51	8.33	47.84	40.00	1,913.60		
31	08/26/12	Zigler, Keith	24.37	4.33	28.70	40.00	1,148.00		
31	08/26/12	Wooten, Jr., Charles	45.28	11.00	56.28	40.00	2,251.20		
							9,996.40	9,996.40	
32	09/02/12	Smith, Mark	45.28	11.00	56.28	32.00	1,800.96		
32	09/02/12	Prietzl, Rainer	49.81	11.00	60.81	40.00	2,432.40		559
32	09/02/12	Wright, Cody	39.51	8.33	47.84	24.00	1,148.16		
32	09/02/12	Wright, Cody	47.95	8.33	56.28	16.00	900.48		
32	09/02/12	Zigler, Keith	24.37	4.33	28.70	40.00	1,148.00		
32	09/02/12	Wooten, Jr., Charles	45.28	11.00	56.28	32.00	1,800.96		
							9,230.96	9,230.96	

APCO001285

JA3417

**HELIX ELECTRIC LABOR COSTS PER CERTIFIED PAYROLL REPORTS
CRAIG RANCH PARK PHASE II**

Report #	W/E	Employee	Base Rate	Fringe	Total Rate	Hrs Worked	Job Gross Total Amt.	Report Total	Bates #APCO000
33	09/09/12	Smith, Mark	45.28	11.00	56.28	32.00	1,800.96		
33	09/09/12	Prietzl, Rainer	49.81	11.00	60.81	32.00	1,945.92		563
33	09/09/12	Satterfield, Jeffry	45.28	11.00	56.28	32.00	1,800.96		
33	09/09/12	Wright, Cody	39.51	8.33	47.84	32.00	1,530.88		
33	09/09/12	Zigler, Keith	24.37	4.33	28.70	14.50	416.15		
33	09/09/12	Wooten, Jr., Charles	45.28	11.00	56.28	32.00	1,800.96		
							9,295.83	9,295.83	
34	09/16/12	Smith, Mark	45.28	11.00	56.28	40.00	2,251.20		
34	09/16/12	Prietzl, Rainer	49.81	11.00	60.81	40.00	2,432.40		566
34	09/16/12	Satterfield, Jeffry	45.28	11.00	56.28	40.00	2,251.20		
34	09/16/12	Wright, Cody	47.95	8.33	56.28	4.00	225.12		
34	09/16/12	Wright, Cody	39.51	8.33	47.84	36.00	1,722.24		
34	09/16/12	Diaz, Omar	24.37	4.33	28.70	40.00	1,148.00		
34	09/16/12	Zigler, Keith	24.37	4.33	28.70	4.00	114.80		
34	09/16/12	Wooten, Jr., Charles	45.28	11.00	56.28	40.00	2,251.20		
							12,396.16	12,396.16	
35	09/26/12	Smith, Mark	45.28	11.00	56.28	40.00	2,251.20		
35	09/26/12	Prietzl, Rainer	49.81	11.00	60.81	40.00	2,432.40		570
35	09/26/12	Satterfield, Jeffry	45.28	11.00	56.28	32.00	1,800.96		
35	09/26/12	Wright, Cody	39.51	8.33	47.84	40.00	1,913.60		
35	09/26/12	Diaz, Omar	24.37	4.33	28.70	40.00	1,148.00		
35	09/26/12	Wooten, Jr., Charles	45.28	11.00	56.28	40.00	2,251.20		
							11,797.36	11,797.36	
36	09/30/12	Clement, Richard	60.81	1.35	62.16	40.00	2,486.40		573
36	09/30/12	Smith, Mark	45.28	11.00	56.28	40.00	2,251.20		
36	09/30/12	Prietzl, Rainer	45.28	11.00	56.28	40.00	2,251.20		573
36	09/30/12	Satterfield, Jeffry	45.28	11.00	56.28	16.00	900.48		
36	09/30/12	Wright, Cody	39.51	8.33	47.84	40.00	1,913.60		
36	09/30/12	Diaz, Omar	24.37	4.33	28.70	40.00	1,148.00		
36	09/30/12	Wooten, Jr., Charles	45.28	11.00	56.28	40.00	2,251.20		
							13,202.08	13,202.08	
37	10/07/12	Clement, Richard	60.81	1.35	62.16	40.00	2,486.40		577
37	10/07/12	Smith, Mark	45.28	11.00	56.28	40.00	2,251.20		
37	10/07/12	Prietzl, Rainer	45.28	11.00	56.28	40.00	2,251.20		577
37	10/07/12	Satterfield, Jeffry	45.28	11.00	56.28	32.00	1,800.96		
37	10/07/12	Wright, Cody	39.51	8.33	47.84	40.00	1,913.60		
37	10/07/12	Diaz, Omar	24.37	4.33	28.70	40.00	1,148.00		
37	10/07/12	Wooten, Jr., Charles	45.28	11.00	56.28	40.00	2,251.20		
							14,102.56	14,102.56	
38	10/14/12	Smith, Mark	45.28	11.00	56.28	20.00	1,125.60		
38	10/14/12	Prietzl, Rainer	49.81	11.00	60.81	40.00	2,432.40		581

APCO001286

JA3418

**HELIX ELECTRIC LABOR COSTS PER CERTIFIED PAYROLL REPORTS
CRAIG RANCH PARK PHASE II**

Report #	W/E	Employee	Base Rate	Fringe	Total Rate	Hrs Worked	Job Gross Total Amt.	Report Total	Bates #APCO000
38	10/14/12	Wright, Cody	39.51	8.33	47.84	20.00	956.80		
38	10/14/12	Diaz, Omar	24.37	4.33	28.70	20.00	574.00		
38	10/14/12	Wooten, Jr., Charles	45.28	11.00	56.28	20.00	1,125.60		
							6,214.40	6,214.40	
39	10/21/12	Prietzl, Rainer	45.28	11.00	56.28	40.00	2,251.20		584
39	10/21/12	Wright, Cody	47.95	8.33	56.28	40.00	2,251.20		
39	10/21/12	Diaz, Omar	24.37	4.33	28.70	40.00	1,148.00		
							5,650.40	5,650.40	
40	10/28/12	Smith, Mark	45.28	11.00	56.28	24.00	1,350.72		
40	10/28/12	Prietzl, Rainer	45.28	11.00	56.28	40.00	2,251.20		587
40	10/28/12	Wright, Cody	56.28	8.33	64.61	32.00	2,067.52		
40	10/28/12	Diaz, Omar	24.37	4.33	28.70	32.00	918.40		
40	10/28/12	Wooten, Jr., Charles	45.28	11.00	56.28	24.00	1,350.72		
							7,938.56	7,938.56	
41	11/04/12	Smith, Mark	45.28	11.00	56.28	40.00	2,251.20		
41	11/04/12	Prietzl, Rainer	49.81	11.00	60.81	40.00	2,432.40		593
41	11/04/12	Wright, Cody	39.51	8.33	47.84	40.00	1,913.60		
41	11/04/12	Diaz, Omar	24.37	4.33	28.70	40.00	1,148.00		
41	11/04/12	Wooten, Jr., Charles	45.28	11.00	56.28	32.00	1,800.96		
							9,546.16	9,546.16	
42	11/11/12	Smith, Mark	45.13	11.00	56.13	40.00	2,245.20		
42	11/11/12	Prietzl, Rainer	49.66	11.00	60.66	40.00	2,426.40		596
42	11/11/12	Wright, Cody	39.51	8.33	47.84	40.00	1,913.60		
42	11/11/12	Diaz, Omar	24.37	4.33	28.70	40.00	1,148.00		
42	11/11/12	Wooten, Jr., Charles	45.13	11.00	56.13	40.00	2,245.20		
							9,978.40	9,978.40	
43	11/18/12	Smith, Mark	45.13	11.15	56.28	32.00	1,800.96		
43	11/18/12	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40		Missing
43	11/18/12	Wright, Cody	39.51	8.33	47.84	16.00	765.44		
43	11/18/12	Kadugyed, John	45.13	11.15	56.28	30.00	1,688.40		
43	11/18/12	Kadugyed, John	67.70	11.15	78.85	2.00	157.70		
43	11/18/12	Diaz, Omar	24.37	4.33	28.70	32.00	918.40		
43	11/18/12	Wooten, Jr., Charles	45.13	11.15	56.28	32.00	1,800.96		
							9,564.26	9,564.26	
44	11/25/12	Smith, Mark	45.13	11.15	56.28	30.00	1,688.40		
44	11/25/12	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40		602
44	11/25/12	Noone, John	45.13	11.15	56.28	16.00	900.48		
44	11/25/12	Wedmore, Jonathan	33.63	6.33	39.96	24.00	959.04		
44	11/25/12	Satterfield, Jeffry	45.13	11.15	56.28	30.00	1,688.40		

APCO001287

JA3419

**HELIX ELECTRIC LABOR COSTS PER CERTIFIED PAYROLL REPORTS
CRAIG RANCH PARK PHASE II**

Report #	W/E	Employee	Base Rate	Fringe	Total Rate	Hrs Worked	Job Gross Total Amt.	Report Total	Bates #APCO000
44	11/25/12	Wright, Cody	39.51	8.33	47.84	22.00	1,052.48		
44	11/25/12	Wright, Cody	47.95	8.33	56.28	8.00	450.24		
44	11/25/12	Diaz, Omar	24.37	4.33	28.70	24.00	688.80		
44	11/25/12	Wooten, Jr., Charles	45.13	11.15	56.28	30.00	1,688.40		
							11,548.64	11,548.64	
45	12/02/12	Smith, Mark	45.13	11.15	56.28	40.00	2,251.20		
45	12/02/12	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40		607
45	12/02/12	Noone, John	45.13	11.15	56.28	40.00	2,251.20		
45	12/02/12	Wedmore, Jonathan	33.63	6.33	39.96	40.00	1,598.40		
45	12/02/12	Wright, Cody	47.95	8.33	56.28	40.00	2,251.20		
45	12/02/12	Diaz, Omar	24.37	4.33	28.70	40.00	1,148.00		
45	12/02/12	Wooten, Jr., Charles	45.13	11.15	56.28	40.00	2,251.20		
							14,183.60	14,183.60	
46	12/09/12	Smith, Mark	45.13	11.15	56.28	40.00	2,251.20		
46	12/09/12	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40		612
46	12/09/12	Noone, John	45.13	11.15	56.28	40.00	2,251.20		
46	12/09/12	Wedmore, Jonathan	33.63	6.33	39.96	40.00	1,598.40		
46	12/09/12	Wright, Cody	47.95	8.33	56.28	40.00	2,251.20		
46	12/09/12	Diaz, Omar	24.37	4.33	28.70	40.00	1,148.00		
46	12/09/12	Wooten, Jr., Charles	45.13	11.15	56.28	40.00	2,251.20		
							14,183.60	14,183.60	
47	12/16/12	Smith, Mark	45.13	11.15	56.28	32.00	1,800.96		
47	12/16/12	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40		616
47	12/16/12	Noone, John	45.13	11.15	56.28	24.00	1,350.72		
47	12/16/12	Wedmore, Jonathan	49.95	6.33	56.28	8.00	450.24		
47	12/16/12	Wedmore, Jonathan	33.63	6.33	39.96	24.00	959.04		
47	12/16/12	Wright, Cody	47.95	8.33	56.28	32.00	1,800.96		
47	12/16/12	Diaz, Omar	24.37	4.33	28.70	32.00	918.40		
47	12/16/12	Wooten, Jr., Charles	45.13	11.15	56.28	32.00	1,800.96		
							11,513.68	11,513.68	
48	12/23/12	Smith, Mark	45.13	11.15	56.28	40.00	2,251.20		
48	12/23/12	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40		621
48	12/23/12	Wright, Cody	39.51	8.33	47.84	40.00	1,913.60		
48	12/23/12	Diaz, Omar	24.37	4.33	28.70	40.00	1,148.00		
48	12/23/12	Wooten, Jr., Charles	45.13	11.15	56.28	40.00	2,251.20		
							9,996.40	9,996.40	
49	12/30/12	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40		625
							2,432.40	2,432.40	
50	01/06/13	Smith, Mark	45.13	11.15	56.28	24.00	1,350.72		

APCO001288

JA3420

**HELIX ELECTRIC LABOR COSTS PER CERTIFIED PAYROLL REPORTS
CRAIG RANCH PARK PHASE II**

Report #	W/E	Employee	Base Rate	Fringe	Total Rate	Hrs Worked	Job Gross Total Amt.	Report Total	Bates #APCO000
50	01/06/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40		627
50	01/06/13	Wright, Cody	39.51	8.33	47.84	24.00	1,148.16		
50	01/06/13	Diaz, Omar	24.37	4.33	28.70	24.00	688.80		
50	01/06/13	Wooten, Jr., Charles	45.13	11.15	56.28	24.00	1,350.72		
							6,970.80	6,970.80	
51	01/13/13	Smith, Mark	45.13	11.15	56.28	40.00	2,251.20		
51	01/13/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40		630
51	01/13/13	Wright, Cody	39.51	8.33	47.84	40.00	1,913.60		
51	01/13/13	Diaz, Omar	24.37	4.33	28.70	40.00	1,148.00		
51	01/13/13	Wooten, Jr., Charles	45.13	11.15	56.28	40.00	2,251.20		
							9,996.40	9,996.40	
52	01/20/13	Smith, Mark	45.13	11.15	56.28	40.00	2,251.20		
52	01/20/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40		633
52	01/20/13	Wright, Cody	39.51	8.33	47.84	40.00	1,913.60		
52	01/20/13	Diaz, Omar	24.37	4.33	28.70	32.00	918.40		
52	01/20/13	Wooten, Jr., Charles	45.13	11.15	56.28	40.00	2,251.20		
							9,766.80	9,766.80	
53	01/27/13	Clement, Richard	60.81	1.50	62.31	32.00	1,993.92		636
53	01/27/13	Smith, Mark	45.13	11.15	56.28	32.00	1,800.96		
53	01/27/13	Prietzl, Rainer	45.13	11.15	56.28	40.00	2,251.20		636
53	01/27/13	Wright, Cody	39.51	8.33	47.84	32.00	1,530.88		
53	01/27/13	Diaz, Omar	26.69	4.83	31.52	32.00	1,008.64		
53	01/27/13	Wooten, Jr., Charles	45.13	11.15	56.28	32.00	1,800.96		
							10,386.56	10,386.56	
54	02/03/13	Smith, Mark	45.13	11.15	56.28	40.00	2,251.20		
54	02/03/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40		639
54	02/03/13	Wright, Cody	45.13	11.15	56.28	40.00	2,251.20		
54	02/03/13	Diaz, Omar	26.69	4.83	31.52	40.00	1,260.80		
54	02/03/13	Wooten, Jr., Charles	45.13	11.15	56.28	40.00	2,251.20		
							10,446.80	10,446.80	
55	02/10/13	Smith, Mark	45.13	11.15	56.28	40.00	2,251.20		
55	02/10/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40		Missing
55	02/10/13	Wright, Cody	45.13	11.15	56.28	40.00	2,251.20		
55	02/10/13	Diaz, Omar	26.69	4.83	31.52	40.00	1,260.80		
55	02/10/13	Wooten, Jr., Charles	45.13	11.15	56.28	40.00	2,251.20		
							10,446.80	10,446.80	
56	02/17/13	Smith, Mark	45.13	11.15	56.28	40.00	2,251.20		

APCO001289

JA3421

**HELIX ELECTRIC LABOR COSTS PER CERTIFIED PAYROLL REPORTS
CRAIG RANCH PARK PHASE II**

Report #	W/E	Employee	Base Rate	Fringe	Total Rate	Hrs Worked	Job Gross Total Amt.	Report Total	Bates #APCO000
56	02/17/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40		644
56	02/17/13	Wright, Cody	45.13	11.15	56.28	40.00	2,251.20		
56	02/17/13	Diaz, Omar	26.69	4.83	31.52	40.00	1,260.80		
56	02/17/13	Wooten, Jr., Charles	45.13	11.15	56.28	40.00	2,251.20		
							10,446.80	10,446.80	
57	02/24/13	Smith, Mark	45.13	11.15	56.28	32.00	1,800.96		
57	02/24/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40		647
57	02/24/13	Wright, Cody	45.13	11.15	56.28	24.00	1,350.72		
57	02/24/13	Diaz, Omar	26.69	4.83	31.52	32.00	1,008.64		
57	02/24/13	Wooten, Jr., Charles	45.13	11.15	56.28	32.00	1,800.96		
							8,393.68	8,393.68	
58	03/03/13	Smith, Mark	45.13	11.15	56.28	40.00	2,251.20		
58	03/03/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40		650
58	03/03/13	Diaz, Omar	26.69	4.83	31.52	16.00	504.32		
58	03/03/13	Wooten, Jr., Charles	45.13	11.15	56.28	40.00	2,251.20		
							7,439.12	7,439.12	
59	03/10/13	Smith, Mark	45.13	11.15	56.28	40.00	2,251.20		
59	03/10/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40		653
59	03/10/13	Diaz, Omar	26.66	4.86	31.52	40.00	1,260.80		
59	03/10/13	Wooten, Jr., Charles	45.13	11.15	56.28	40.00	2,251.20		
							8,195.60	8,195.60	
60	03/17/13	Smith, Mark	45.13	11.15	56.28	18.00	1,013.04		
60	03/17/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40		657
60	03/17/13	Diaz, Omar	26.66	4.86	31.52	40.00	1,260.80		
60	03/17/13	Wooten, Jr., Charles	45.13	11.15	56.28	40.00	2,251.20		
							6,957.44	6,957.44	
61	03/24/13	Smith, Mark	45.13	11.15	56.28	40.00	2,251.20		
61	03/24/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40		659
61	03/24/13	Diaz, Omar	26.66	4.86	31.52	40.00	1,260.80		
61	03/24/13	Wooten, Jr., Charles	45.13	11.15	56.28	40.00	2,251.20		
							8,195.60	8,195.60	
62	03/31/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40		662
62	03/31/13	Diaz, Omar	26.66	4.86	31.52	40.00	1,260.80		
62	03/31/13	Wooten, Jr., Charles	45.13	11.15	56.28	40.00	2,251.20		
							5,944.40	5,944.40	
63	04/07/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40		
63	04/07/13	Diaz, Omar	26.66	4.86	31.52	38.00	1,197.76		664

APCO001290

JA3422

**HELIX ELECTRIC LABOR COSTS PER CERTIFIED PAYROLL REPORTS
CRAIG RANCH PARK PHASE II**

Report #	W/E	Employee	Base Rate	Fringe	Total Rate	Hrs Worked	Job Gross Total Amt.	Report Total	Bates #APCO000
63	04/07/13	Wooten, Jr., Charles	45.13	11.15	56.28	40.00	2,251.20		
							5,881.36	5,881.36	
64	04/14/13	Prietzal, Rainer	49.66	11.15	60.81	40.00	2,432.40		666
64	04/14/13	Diaz, Omar	26.66	4.86	31.52	33.00	1,040.16		
64	04/14/13	Wooten, Jr., Charles	45.13	11.15	56.28	33.00	1,857.24		
							5,329.80	5,329.80	
65	04/21/13	Prietzal, Rainer	49.66	11.15	60.81	40.00	2,432.40		668
65	04/21/13	Diaz, Omar	26.66	4.86	31.52	40.00	1,260.80		
65	04/21/13	Wooten, Jr., Charles	45.13	11.15	56.28	40.00	2,251.20		
							5,944.40	5,944.40	
66	04/28/13	Prietzal, Rainer	49.66	11.15	60.81	40.00	2,432.40		670
66	04/28/13	Diaz, Omar	26.66	4.86	31.52	38.00	1,197.76		
66	04/28/13	Wooten, Jr., Charles	45.13	11.15	56.28	40.00	2,251.20		
							5,881.36	5,881.36	
67	05/05/13	Prietzal, Rainer	49.66	11.15	60.81	40.00	2,432.40		672
67	05/05/13	Diaz, Omar	26.66	4.86	31.52	40.00	1,260.80		
67	05/05/13	Wooten, Jr., Charles	45.13	11.15	56.28	40.00	2,251.20		
							5,944.40	5,944.40	
68	05/12/13	Prietzal, Rainer	49.66	11.15	60.81	40.00	2,432.40		674
							2,432.40	2,432.40	
69	05/19/13	Prietzal, Rainer	49.66	11.15	60.81	40.00	2,432.40		676
							2,432.40	2,432.40	
70	05/26/13	Prietzal, Rainer	49.66	11.15	60.81	40.00	2,432.40		678
							2,432.40	2,432.40	
71	06/02/13	Smith, Mark	30.78	27.95	58.73	1.00	58.73		
71	06/02/13	Smith, Mark	40.00	11.15	51.15	6.00	306.90		
71	06/02/13	Prietzal, Rainer	49.66	11.15	60.81	40.00	2,432.40		680
71	06/02/13	Wright, Cody	45.13	11.15	56.28	6.00	337.68		
							3,135.71	3,135.71	
72	06/09/13	Prietzal, Rainer	49.66	11.15	60.81	40.00	2,432.40		684
							2,432.40	2,432.40	

APCO001291
JA3423

**HELIX ELECTRIC LABOR COSTS PER CERTIFIED PAYROLL REPORTS
CRAIG RANCH PARK PHASE II**

Report #	W/E	Employee	Base Rate	Fringe	Total Rate	Hrs Worked	Job Gross Total Amt.	Report Total	Bates #APCO000
73	06/16/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40		686
							2,432.40	2,432.40	
74	06/23/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40		688
							2,432.40	2,432.40	
75	06/30/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40		690
							2,432.40	2,432.40	
76	07/07/13	Prietzl, Rainer	45.13	11.15	56.28	40.00	2,251.20		692
							2,251.20	2,251.20	
77	07/14/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40		694
							2,432.40	2,432.40	
78	07/21/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40		696
							2,432.40	2,432.40	
79	07/28/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40		698
							2,432.40	2,432.40	
80	08/04/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40		700
							2,432.40	2,432.40	
81	08/11/13	Prietzl, Rainer	45.13	11.15	56.28	40.00	2,251.20		702
							2,251.20	2,251.20	
82	08/18/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40		704
							2,432.40	2,432.40	
83	08/25/13	Prietzl, Rainer	45.13	11.15	56.28	40.00	2,251.20		706
							2,251.20	2,251.20	
84	09/01/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40		708
							2,432.40	2,432.40	
85	09/08/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40		710
							2,432.40	2,432.40	

APCO001292
JA3424

**HELIX ELECTRIC LABOR COSTS PER CERTIFIED PAYROLL REPORTS
CRAIG RANCH PARK PHASE II**

Report #	W/E	Employee	Base Rate	Fringe	Total Rate	Hrs Worked	Job Gross Total Amt.	Report Total	Bates #APC0000
86	09/15/13	Prietzal, Rainer	49.66	11.15	60.81	40.00	2,432.40		712
							2,432.40	2,432.40	
87	09/22/13	Prietzal, Rainer	49.66	11.15	60.81	40.00	2,432.40		714
							2,432.40	2,432.40	
88	09/29/13	Prietzal, Rainer	49.66	11.15	60.81	40.00	2,432.40		716
							2,432.40	2,432.40	
89	10/06/13	Prietzal, Rainer	49.66	11.15	60.81	40.00	2,432.40		718
							2,432.40	2,432.40	
90	10/13/13	Prietzal, Rainer	49.66	11.15	60.81	40.00	2,432.40		720
							2,432.40	2,432.40	
91	10/20/13	Prietzal, Rainer	49.66	11.15	60.81	40.00	2,432.40		722
							2,432.40	2,432.40	
92	10/27/13	Prietzal, Rainer	49.66	11.15	60.81	40.00	2,432.40		724
							2,432.40	2,432.40	
93	11/03/13	Prietzal, Rainer	49.66	11.15	60.81	8.00	486.48		726
							486.48	486.48	
94	11/10/13	Prietzal, Rainer	49.31	11.50	60.81	8.00	486.48		728
							486.48	486.48	
95	11/10/13	Non Performance							
96	11/24/13	Non Performance							
							588,311.89	588,311.89	

EXHIBIT

DX202

HELIX ELECTRIC LABOR COSTS PER CERTIFIED PAYROLL REPORTS

CRAIG RANCH PARK PHASE II

FEBRUARY 2013 - NOVEMBER 2013

Report #	W/E	Employee	Base Rate	Fringe	Total Rate	Hrs Worked	Job Gross Total Amt.	Report Total
54	02/03/13	Smith, Mark	45.13	11.15	56.28	40.00	2,251.20	
54	02/03/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40	
54	02/03/13	Wright, Cody	45.13	11.15	56.28	40.00	2,251.20	
54	02/03/13	Diaz, Omar	26.69	4.83	31.52	40.00	1,260.80	
54	02/03/13	Wooten, Jr., Charles	45.13	11.15	56.28	40.00	2,251.20	
							10,446.80	10,446.80
55	02/10/13	Smith, Mark	45.13	11.15	56.28	40.00	2,251.20	
55	02/10/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40	
55	02/10/13	Wright, Cody	45.13	11.15	56.28	40.00	2,251.20	
55	02/10/13	Diaz, Omar	26.69	4.83	31.52	40.00	1,260.80	
55	02/10/13	Wooten, Jr., Charles	45.13	11.15	56.28	40.00	2,251.20	
							10,446.80	10,446.80
56	02/17/13	Smith, Mark	45.13	11.15	56.28	40.00	2,251.20	
56	02/17/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40	
56	02/17/13	Wright, Cody	45.13	11.15	56.28	40.00	2,251.20	
56	02/17/13	Diaz, Omar	26.69	4.83	31.52	40.00	1,260.80	
56	02/17/13	Wooten, Jr., Charles	45.13	11.15	56.28	40.00	2,251.20	
							10,446.80	10,446.80
57	02/24/13	Smith, Mark	45.13	11.15	56.28	32.00	1,800.96	
57	02/24/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40	
57	02/24/13	Wright, Cody	45.13	11.15	56.28	24.00	1,350.72	
57	02/24/13	Diaz, Omar	26.69	4.83	31.52	32.00	1,008.64	
57	02/24/13	Wooten, Jr., Charles	45.13	11.15	56.28	32.00	1,800.96	
							8,393.68	8,393.68
58	03/03/13	Smith, Mark	45.13	11.15	56.28	40.00	2,251.20	
58	03/03/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40	
58	03/03/13	Diaz, Omar	26.69	4.83	31.52	16.00	504.32	
58	03/03/13	Wooten, Jr., Charles	45.13	11.15	56.28	40.00	2,251.20	
							7,439.12	7,439.12
59	03/10/13	Smith, Mark	45.13	11.15	56.28	40.00	2,251.20	
59	03/10/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40	
59	03/10/13	Diaz, Omar	26.66	4.86	31.52	40.00	1,260.80	
59	03/10/13	Wooten, Jr., Charles	45.13	11.15	56.28	40.00	2,251.20	

APCO001294

JA3427

HELIX ELECTRIC LABOR COSTS PER CERTIFIED PAYROLL REPORTS
CRAIG RANCH PARK PHASE II
FEBRUARY 2013 - NOVEMBER 2013

Report #	W/E	Employee	Base Rate	Fringe	Total Rate	Hrs Worked	Job Gross Total Amt.	Report Total
							8,195.60	8,195.60
60	03/17/13	Smith, Mark	45.13	11.15	56.28	18.00	1,013.04	
60	03/17/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40	
60	03/17/13	Diaz, Omar	26.66	4.86	31.52	40.00	1,260.80	
60	03/17/13	Wooten, Jr., Charles	45.13	11.15	56.28	40.00	2,251.20	
							6,957.44	6,957.44
61	03/24/13	Smith, Mark	45.13	11.15	56.28	40.00	2,251.20	
61	03/24/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40	
61	03/24/13	Diaz, Omar	26.66	4.86	31.52	40.00	1,260.80	
61	03/24/13	Wooten, Jr., Charles	45.13	11.15	56.28	40.00	2,251.20	
							8,195.60	8,195.60
62	03/31/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40	
62	03/31/13	Diaz, Omar	26.66	4.86	31.52	40.00	1,260.80	
62	03/31/13	Wooten, Jr., Charles	45.13	11.15	56.28	40.00	2,251.20	
							5,944.40	5,944.40
63	04/07/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40	
63	04/07/13	Diaz, Omar	26.66	4.86	31.52	38.00	1,197.76	
63	04/07/13	Wooten, Jr., Charles	45.13	11.15	56.28	40.00	2,251.20	
							5,881.36	5,881.36
64	04/14/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40	
64	04/14/13	Diaz, Omar	26.66	4.86	31.52	33.00	1,040.16	
64	04/14/13	Wooten, Jr., Charles	45.13	11.15	56.28	33.00	1,857.24	
							5,329.80	5,329.80
65	04/21/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40	
65	04/21/13	Diaz, Omar	26.66	4.86	31.52	40.00	1,260.80	
65	04/21/13	Wooten, Jr., Charles	45.13	11.15	56.28	40.00	2,251.20	
							5,944.40	5,944.40
66	04/28/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40	
66	04/28/13	Diaz, Omar	26.66	4.86	31.52	38.00	1,197.76	
66	04/28/13	Wooten, Jr., Charles	45.13	11.15	56.28	40.00	2,251.20	

APCO001295

JA3428

HELIX ELECTRIC LABOR COSTS PER CERTIFIED PAYROLL REPORTS
CRAIG RANCH PARK PHASE II
FEBRUARY 2013 - NOVEMBER 2013

Report #	W/E	Employee	Base Rate	Fringe	Total Rate	Hrs Worked	Job Gross Total Amt.	Report Total
							5,881.36	5,881.36
67	05/05/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40	
67	05/05/13	Diaz, Omar	26.66	4.86	31.52	40.00	1,260.80	
67	05/05/13	Wooten, Jr., Charles	45.13	11.15	56.28	40.00	2,251.20	
							5,944.40	5,944.40
68	05/12/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40	
							2,432.40	2,432.40
69	05/19/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40	
							2,432.40	2,432.40
70	05/26/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40	
							2,432.40	2,432.40
71	06/02/13	Smith, Mark	30.78	27.95	58.73	1.00	58.73	
71	06/02/13	Smith, Mark	40.00	11.15	51.15	6.00	306.90	
71	06/02/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40	
71	06/02/13	Wright, Cody	45.13	11.15	56.28	6.00	337.68	
							3,135.71	3,135.71
72	06/09/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40	
							2,432.40	2,432.40
73	06/16/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40	
							2,432.40	2,432.40
74	06/23/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40	
							2,432.40	2,432.40
75	06/30/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40	
							2,432.40	2,432.40

**HELIX ELECTRIC LABOR COSTS PER CERTIFIED PAYROLL REPORTS
CRAIG RANCH PARK PHASE II
FEBRUARY 2013 - NOVEMBER 2013**

Report #	W/E	Employee	Base Rate	Fringe	Total Rate	Hrs Worked	Job Gross Total Amt.	Report Total
76	07/07/13	Prietzl, Rainer	45.13	11.15	56.28	40.00	2,251.20	
							2,251.20	2,251.20
77	07/14/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40	
							2,432.40	2,432.40
78	07/21/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40	
							2,432.40	2,432.40
79	07/28/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40	
							2,432.40	2,432.40
80	08/04/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40	
							2,432.40	2,432.40
81	08/11/13	Prietzl, Rainer	45.13	11.15	56.28	40.00	2,251.20	
							2,251.20	2,251.20
82	08/18/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40	
							2,432.40	2,432.40
83	08/25/13	Prietzl, Rainer	45.13	11.15	56.28	40.00	2,251.20	
							2,251.20	2,251.20
84	09/01/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40	
							2,432.40	2,432.40
85	09/08/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40	
							2,432.40	2,432.40
86	09/15/13	Prietzl, Rainer	49.66	11.15	60.81	40.00	2,432.40	
							2,432.40	2,432.40

APCO001297

JA3430

**HELIX ELECTRIC LABOR COSTS PER CERTIFIED PAYROLL REPORTS
CRAIG RANCH PARK PHASE II
FEBRUARY 2013 - NOVEMBER 2013**

Report #	W/E	Employee	Base Rate	Fringe	Total Rate	Hrs Worked	Job Gross Total Amt.	Report Total
87	09/22/13	Prietzal, Rainer	49.66	11.15	60.81	40.00	2,432.40	
							2,432.40	2,432.40
88	09/29/13	Prietzal, Rainer	49.66	11.15	60.81	40.00	2,432.40	
							2,432.40	2,432.40
89	10/06/13	Prietzal, Rainer	49.66	11.15	60.81	40.00	2,432.40	
							2,432.40	2,432.40
90	10/13/13	Prietzal, Rainer	49.66	11.15	60.81	40.00	2,432.40	
							2,432.40	2,432.40
91	10/20/13	Prietzal, Rainer	49.66	11.15	60.81	40.00	2,432.40	
							2,432.40	2,432.40
92	10/27/13	Prietzal, Rainer	49.66	11.15	60.81	40.00	2,432.40	
							2,432.40	2,432.40
93	11/03/13	Prietzal, Rainer	49.66	11.15	60.81	8.00	486.48	
							486.48	486.48
94	11/10/13	Prietzal, Rainer	49.31	11.50	60.81	8.00	486.48	
							486.48	486.48
95	11/10/13	Non Performance						
96	11/24/13	Non Performance						
							167,390.23	167,390.23

Ask John or William

Q: 6C's represented % 4.5 of the original \$2,380,085

Q: Is it reasonable to change

Labor 2017

EXHIBIT

DX203

**HELIX ELECTRIC CERTIFIED PAYROLL
SUMMARY OF HOURS AND GROSS PAY & FRINGE BENEFITS
RICHARD CLEMENT & RAINER PRIETZEL**

Certified P/R #	Week Ending	Richard Clement Total Hours	Richard Clement Gross Pay & Fringes	Rainer Prietzel Total Hours	Rainer Prietzel Gross Pay & Fringes
1	01/29/12	40	2,486.40		
2	02/05/12	Non-Performance			
3	02/12/12	Non-Performance			
4	02/19/12	Non-Performance			
5	02/26/12	40	2,486.40		
6	03/04/12	20	1,243.20	40	2,251.20
7	03/11/12	40	2,486.40	20	1,125.60
8	03/18/12			32	1,800.96
9	03/25/12			40	2,251.20
10	04/01/12			40	2,251.20
11	04/08/12			40	2,251.20
12	04/15/12			40	2,251.20
13	04/22/12	40	2,486.40	40	2,251.20
14	04/29/12	40	2,486.40	40	2,251.20
15	05/06/12	40	2,486.40	40	2,251.20
16	05/13/12	40	2,486.40	40	2,251.20
17	05/20/12	40	2,486.40	40	2,251.20
18	05/27/12	40	2,486.40	40	2,251.20
19	06/03/12			40	2,251.20
20	06/10/12	40	2,486.40	40	2,251.20
21	06/17/12			40	2,432.40
22	06/24/12			40	2,251.20
23	07/01/12			40	2,251.20
24	07/08/12			32	1,800.96
25	07/15/12			40	2,251.20
26	07/22/12			40	2,251.20
27	07/29/12			40	2,251.20
28	08/05/12			40	2,432.40
29	08/12/12			40	2,251.20
30	08/19/12			40	2,432.40
31	08/26/12			40	2,432.40
32	09/02/12			40	2,432.40
33	09/09/12			32	1,945.92
34	09/16/12			40	2,432.40
35	09/26/12			40	2,432.40
36	09/30/12	40	2,486.40	40	2,251.20
37	10/07/12	40	2,486.40	40	2,251.20

**HELIX ELECTRIC CERTIFIED PAYROLL
SUMMARY OF HOURS AND GROSS PAY & FRINGE BENEFITS
RICHARD CLEMENT & RAINER PRIETZEL**

Certified P/R #	Week Ending	Richard Clement Total Hours	Richard Clement Gross Pay & Fringes	Rainer Prietzel Total Hours	Rainer Prietzel Gross Pay & Fringes
38	10/14/12			40	2,432.40
39	10/21/12			40	2,251.20
40	10/28/12			40	2,251.20
41	11/04/12			40	2,432.40
42	11/11/12			40	2,426.40
43	11/18/12			40	2,432.40
44	11/25/12			40	2,432.40
45	12/02/12			40	2,432.40
46	12/09/12			40	2,432.40
47	12/16/12			40	2,432.40
48	12/23/12			40	2,432.40
49	12/30/12			40	2,432.40
	Subtotal 2012	500	31,080.00	1,716	99,795.84
50	01/06/13			40	2,432.40
51	01/13/13			40	2,432.40
52	01/20/13			40	2,432.40
53	01/27/13	32	1,993.92	40	2,251.20
54	02/03/13			40	2,432.40
55	02/10/13			40	2,432.40
56	02/17/13			40	2,432.40
57	02/24/13			40	2,432.40
58	03/03/13			40	2,432.40
59	03/10/13			40	2,432.40
60	03/17/13			40	2,432.40
61	03/24/13			40	2,432.40
62	03/31/13			40	2,432.40
63	04/07/13			40	2,432.40
64	04/14/13			40	2,432.40
65	04/21/13			40	2,432.40
66	04/28/13			40	2,432.40
67	05/05/13			40	2,432.40
68	05/12/13			40	2,432.40
69	05/19/13			40	2,432.40
70	05/26/13			40	2,432.40
71	06/02/13			40	2,432.40
72	06/09/13			40	2,432.40

10 months

**HELIX ELECTRIC CERTIFIED PAYROLL
SUMMARY OF HOURS AND GROSS PAY & FRINGE BENEFITS
RICHARD CLEMENT & RAINER PRIETZEL**

Certified P/R #	Week Ending	Richard Clement Total Hours	Richard Clement Gross Pay & Fringes	Rainer Prietzel Total Hours	Rainer Prietzel Gross Pay & Fringes
73	06/16/13			40	2,432.40
74	06/23/13			40	2,432.40
75	06/30/13			40	2,432.40
76	07/07/13			40	2,251.20
77	07/14/13			40	2,432.40
78	07/21/13			40	2,432.40
79	07/28/13			40	2,432.40
80	08/04/13			40	2,432.40
81	08/11/13			40	2,251.20
82	08/18/13			40	2,432.40
83	08/25/13			40	2,251.20
84	09/01/13			40	2,432.40
85	09/08/13			40	2,432.40
86	09/15/13			40	2,432.40
87	09/22/13			40	2,432.40
88	09/29/13			40	2,432.40
89	10/06/13			40	2,432.40
90	10/13/13			40	2,432.40
91	10/20/13			40	2,432.40
92	10/27/13			40	2,432.40
93	11/03/13			8	486.48
94	11/10/13			8	486.48
95	11/17/13	Non-Performance			
96	11/24/13	Non-Performance FINAL			
	Subtotal 2013	32	1,993.92	1,736	104,841.36
	Grand Total 2012-2013	532	33,073.92	3,452	204,637.20

10 months

Full 13 months. - That is what they paid for supervision for the whole first year.

EXHIBIT

DX204

HELIX ELECTRIC SIGN IN LOG & CERTIFIED PAYROLL HOURS
01/23/2012 (First Certified Payroll) - 11/06/2013 (Last Date Certified Payroll)

Date	Kirk Williams Project Mgr. Sign In	Juan Barajas Project Eng. Sign In	Richard Clement Superintendent Sign In	Richard Clement's Hours From Certified P/R	Rainer Prietzel Sign In	Rainer Prietzel's Hours from Certified P/R
1/23/2012				8		
1/24/2012				8		
1/25/2012				8		
1/26/2012				8		
1/27/2012				8		
1/28/2012						
1/29/2012						
1/30/2012						
1/31/2012						
2/1/2012						
2/2/2012						
2/3/2012						
2/4/2012						
2/5/2012						
2/6/2012						
2/7/2012						
2/8/2012						
2/9/2012						
2/10/2012						
2/11/2012						
2/12/2012						
2/13/2012						
2/14/2012						
2/15/2012						
2/16/2012						
2/17/2012						
2/18/2012						
2/19/2012						
2/20/2012				8		
2/21/2012				8		
2/22/2012				8		
2/23/2012				8		
2/24/2012				8		
2/25/2012						
2/26/2012						
2/27/2012				8		8
2/28/2012				8		8
2/29/2012				4	X	8
3/1/2012					X	8
3/2/2012					X	8
3/3/2012						

Submitted

HELIX ELECTRIC SIGN IN LOG & CERTIFIED PAYROLL HOURS
01/23/2012 (First Certified Payroll) - 11/06/2013 (Last Date Certified Payroll)

Date	Kurk Williams Project Mgr. Sign In	Juan Barajas Project Eng. Sign In	Richard Clement Superintendent Sign In	Richard Clement's Hours From Certified P/R	Rainer Prietzel Sign In	Rainer Prietzel's Hours from Certified P/R
3/4/2012						
3/5/2012				8	X	8
3/6/2012				8	X	8
3/7/2012				8	X	4
3/8/2012				8		
3/9/2012				8		
3/10/2012						
3/11/2012						
3/12/2012					X	
3/13/2012					X	8
3/14/2012					X	8
3/15/2012					X	8
3/16/2012						8
3/17/2012						
3/18/2012						
3/19/2012					X	8
3/20/2012					X	8
3/21/2012					X	8
3/22/2012						8
3/23/2012					X	8
3/24/2012						
3/25/2012						
3/26/2012					X	8
3/27/2012					X	8
3/28/2012					X	8
3/29/2012					X	8
3/30/2012					X	8
3/31/2012						
4/1/2012						
4/2/2012					X	8
4/3/2012					X	8
4/4/2012						8
4/5/2012						8
4/6/2012						8
4/7/2012						
4/8/2012						
4/9/2012					X	8
4/10/2012					X	8
4/11/2012						8
4/12/2012						8
4/13/2012					X	8
4/14/2012						

HELIX ELECTRIC SIGN IN LOG & CERTIFIED PAYROLL HOURS
01/23/2012 (First Certified Payroll) - 11/06/2013 (Last Date Certified Payroll)

Date	Kirk Williams Project Mgr. Sign In	Juan Barajas Project Eng. Sign In	Richard Clement Superintendent Sign In	Richard Clement's Hours From Certified P/R	Rainer Prietzel Sign In	Rainer Prietzel's Hours from Certified P/R
4/15/2012						
4/16/2012				8	X	8
4/17/2012				8	X	8
4/18/2012				8	X	8
4/19/2012				8	X	8
4/20/2012				8		8
4/21/2012						
4/22/2012						
4/23/2012				8	X	8
4/24/2012				8	X	8
4/25/2012				8	X	8
4/26/2012				8	X	8
4/27/2012				8	X	8
4/28/2012						
4/29/2012						
4/30/2012				8	X	8
5/1/2012				8	X	8
5/2/2012				8	X	8
5/3/2012				8	X	8
5/4/2012				8	X	8
5/5/2012						
5/6/2012						
5/7/2012				8	X	8
5/8/2012				8	X	8
5/9/2012				8	X	8
5/10/2012				8		8
5/11/2012				8	X	8
5/12/2012						
5/13/2012						
5/14/2012				8	X	8
5/15/2012				8	X	8
5/16/2012				8	X	8
5/17/2012				8	X	8
5/18/2012				8	X	8
5/19/2012						
5/20/2012						
5/21/2012				8	X	8
5/22/2012				8		8
5/23/2012				8	X	8
5/24/2012				8	X	8
5/25/2012				8	X	8
5/26/2012						

HELIX ELECTRIC SIGN IN LOG & CERTIFIED PAYROLL HOURS
01/23/2012 (First Certified Payroll) - 11/06/2013 (Last Date Certified Payroll)

Date	Kurk Williams Project Mgr. Sign In	Juan Barajas Project Eng. Sign In	Richard Clement Superintendent Sign In	Richard Clement's Hours From Certified P/R	Rainer Prietzel Sign In	Rainer Prietzel's Hours from Certified P/R
5/27/2012						
5/28/2012						
5/29/2012					X	10
5/30/2012					X	10
5/31/2012					X	10
6/1/2012					X	10
6/2/2012						
6/3/2012						
6/4/2012				8	X	8
6/5/2012				8	X	8
6/6/2012				8		8
6/7/2012				8	X	8
6/8/2012				8		8
6/9/2012						
6/10/2012						
6/11/2012						8
6/12/2012					X	8
6/13/2012					X	8
6/14/2012					X	8
6/15/2012						8
6/16/2012						
6/17/2012						
6/18/2012						8
6/19/2012					X	8
6/20/2012					X	8
6/21/2012						8
6/22/2012					X	8
6/23/2012						
6/24/2012						
6/25/2012						8
6/26/2012					X	8
6/27/2012						8
6/28/2012						8
6/29/2012						8
6/30/2012						
7/1/2012						
7/2/2012					X	8
7/3/2012					X	8
7/4/2012						
7/5/2012						8
7/6/2012						8
7/7/2012						

HELIX ELECTRIC SIGN IN LOG & CERTIFIED PAYROLL HOURS
01/23/2012 (First Certified Payroll) - 11/06/2013 (Last Date Certified Payroll)

Date	Kurk Williams Project Mgr. Sign In	Juan Barajas Project Eng. Sign In	Richard Clement Superintendent Sign In	Richard Clement's Hours From Certified P/R	Rainer Prietzel Sign In	Rainer Prietzel's Hours from Certified P/R
7/8/2012						
7/9/2012						8
7/10/2012						8
7/11/2012						8
7/12/2012						8
7/13/2012						8
7/14/2012						
7/15/2012						
7/16/2012						8
7/17/2012						8
7/18/2012						8
7/19/2012						8
7/20/2012						8
7/21/2012						
7/22/2012						
7/23/2012					X	8
7/24/2012						8
7/25/2012						8
7/26/2012						8
7/27/2012						8
7/28/2012						
7/29/2012						
7/30/2012						8
7/31/2012						8
8/1/2012						8
8/2/2012						8
8/3/2012						8
8/4/2012						
8/5/2012						
8/6/2012					X	8
8/7/2012						8
8/8/2012						8
8/9/2012						8
8/10/2012						8
8/11/2012						
8/12/2012						
8/13/2012						8
8/14/2012					X	8
8/15/2012						8
8/16/2012						8
8/17/2012						8
8/18/2012						

HELIX ELECTRIC SIGN IN LOG & CERTIFIED PAYROLL HOURS
01/23/2012 (First Certified Payroll) - 11/06/2013 (Last Date Certified Payroll)

Date	Kurk Williams Project Mgr. Sign In	Juan Barajas Project Eng. Sign In	Richard Clement Superintendent Sign In	Richard Clement's Hours From Certified P/R	Rainer Prietzel Sign In	Rainer Prietzel's Hours from Certified P/R
8/19/2012						
8/20/2012						8
8/21/2012						8
8/22/2012					X	8
8/23/2012					X	8
8/24/2012					X	8
8/25/2012						
8/26/2012						
8/27/2012					X	8
8/28/2012					X	8
8/29/2012						8
8/30/2012					X	8
8/31/2012					X	8
9/1/2012						
9/2/2012						
9/3/2012						
9/4/2012						8
9/5/2012						8
9/6/2012						8
9/7/2012						8
9/8/2012						
9/9/2012						
9/10/2012						8
9/11/2012					X	8
9/12/2012					X	8
9/13/2012						8
9/14/2012						8
9/15/2012						
9/16/2012						
9/17/2012					X	8
9/18/2012			X		X	8
9/19/2012					X	8
9/20/2012					X	8
9/21/2012					X	8
9/22/2012						
9/23/2012						
9/24/2012				8	X	8
9/25/2012				8	X	8
9/26/2012				8		8
9/27/2012				8	X	8
9/28/2012				8	X	8
9/29/2012						

HELIX ELECTRIC SIGN IN LOG & CERTIFIED PAYROLL HOURS
01/23/2012 (First Certified Payroll) - 11/06/2013 (Last Date Certified Payroll)

Date	Kurk Williams Project Mgr. Sign In	Juan Barajas Project Eng. Sign In	Richard Clement Superintendent Sign In	Richard Clement's Hours From Certified P/R	Rainer Prietzel Sign In	Rainer Prietzel's Hours from Certified P/R
9/30/2012						
10/1/2012			X	8	X	8
10/2/2012				8	X	8
10/3/2012				8	X	8
10/4/2012				8		8
10/5/2012				8	X	8
10/6/2012						
10/7/2012						
10/8/2012						8
10/9/2012					X	8
10/10/2012					X	8
10/11/2012					X	8
10/12/2012						8
10/13/2012						
10/14/2012						
10/15/2012					X	8
10/16/2012					X	8
10/17/2012						8
10/18/2012						8
10/19/2012						8
10/20/2012						
10/21/2012						
10/22/2012						10
10/23/2012					X	10
10/24/2012						10
10/25/2012						10
10/26/2012						
10/27/2012						
10/28/2012						
10/29/2012						8
10/30/2012						8
10/31/2012					X	8
11/1/2012						8
11/2/2012					X	8
11/3/2012						
11/4/2012						
11/5/2012					X	8
11/6/2012						8
11/7/2012					X	8
11/8/2012					X	8
11/9/2012					X	8
11/10/2012						

HELIX ELECTRIC SIGN IN LOG & CERTIFIED PAYROLL HOURS
01/23/2012 (First Certified Payroll) - 11/06/2013 (Last Date Certified Payroll)

Date	Kurk Williams Project Mgr. Sign In	Juan Barajas Project Eng. Sign In	Richard Clement Superintendent Sign In	Richard Clement's Hours From Certified P/R	Rainer Prietzel Sign In	Rainer Prietzel's Hours from Certified P/R
11/11/2012						
11/12/2012						
11/13/2012					X	10
11/14/2012					X	10
11/15/2012					X	10
11/16/2012						10
11/17/2012						
11/18/2012						
11/19/2012					X	8
11/20/2012					X	8
11/21/2012					X	8
11/22/2012						
11/23/2012						8
11/24/2012						8
11/25/2012						
11/26/2012					X	8
11/27/2012						8
11/28/2012					X	8
11/29/2012					X	8
11/30/2012					X	8
12/1/2012						
12/2/2012						
12/3/2012					X	8
12/4/2012					X	8
12/5/2012					X	8
12/6/2012					X	8
12/7/2012					X	8
12/8/2012						
12/9/2012						
12/10/2012					X	8
12/11/2012						8
12/12/2012					X	8
12/13/2012					X	8
12/14/2012					X	8
12/15/2012						
12/16/2012						
12/17/2012					X	8
12/18/2012					X	8
12/19/2012					X	8
12/20/2012					X	8
12/21/2012						8
12/22/2012						

HELIX ELECTRIC SIGN IN LOG & CERTIFIED PAYROLL HOURS
01/23/2012 (First Certified Payroll) - 11/06/2013 (Last Date Certified Payroll)

Date	Kurk Williams Project Mgr. Sign In	Juan Barajas Project Eng. Sign In	Richard Clement Superintendent Sign In	Richard Clement's Hours From Certified P/R	Rainer Prietzel Sign In	Rainer Prietzel's Hours from Certified P/R
12/23/2012						
12/24/2012						8
12/25/2012						
12/26/2012						8
12/27/2012						8
12/28/2012						8
12/29/2012						8
12/30/2012						
Subtotal 2012				500		1,716
12/31/2012						8
1/1/2013						8
1/2/2013					X	8
1/3/2013					X	8
1/4/2013					X	8
1/5/2013						
1/6/2013						
1/7/2013					X	8
1/8/2013					X	8
1/9/2013					X	8
1/10/2013					X	8
1/11/2013					X	8
1/12/2013						
1/13/2013						
1/14/2013					X	8
1/15/2013						8
1/16/2013					X	8
1/17/2013					X	8
1/18/2013					X	8
1/19/2013						
1/20/2013						
1/21/2013						8
1/22/2013				8	X	8
1/23/2013				8	X	8
1/24/2013				8		8
1/25/2013				8	X	8
1/26/2013						
1/27/2013						
1/28/2013						8
1/29/2013						8
1/30/2013					X	8
1/31/2013					X	8

HELIX ELECTRIC SIGN IN LOG & CERTIFIED PAYROLL HOURS
01/23/2012 (First Certified Payroll) - 11/06/2013 (Last Date Certified Payroll)

Date	Kurk Williams Project Mgr. Sign In	Juan Barajas Project Eng. Sign In	Richard Clement Superintendent Sign In	Richard Clement's Hours From Certified P/R	Rainer Prietzel Sign In	Rainer Prietzel's Hours from Certified P/R
2/1/2013					X	8
2/2/2013						
2/3/2013						
2/4/2013					X	8
2/5/2013					X	8
2/6/2013					X	8
2/7/2013					X	8
2/8/2013					X	8
2/9/2013						
2/10/2013						
2/11/2013					X	8
2/12/2013					X	8
2/13/2013					X	8
2/14/2013					X	8
2/15/2013						8
2/16/2013						
2/17/2013						
2/18/2013						8
2/19/2013					X	8
2/20/2013					X	8
2/21/2013					X	8
2/22/2013					X	8
2/23/2013						
2/24/2013						
2/25/2013					X	8
2/26/2013					X	8
2/27/2013					X	8
2/28/2013					X	8
3/1/2013					X	8
3/2/2013						
3/3/2013						
3/4/2013					X	8
3/5/2013						8
3/6/2013					X	8
3/7/2013						8
3/8/2013					X	8
3/9/2013						
3/10/2013						
3/11/2013					X	8
3/12/2013					X	8
3/13/2013					X	8
3/14/2013					X	8

HELIX ELECTRIC SIGN IN LOG & CERTIFIED PAYROLL HOURS
01/23/2012 (First Certified Payroll) - 11/06/2013 (Last Date Certified Payroll)

Date	Kurk Williams Project Mgr. Sign In	Juan Barajas Project Eng. Sign In	Richard Clement Superintendent Sign In	Richard Clement's Hours From Certified P/R	Rainer Prietzel Sign In	Rainer Prietzel's Hours from Certified P/R
3/15/2013					X	8
3/16/2013						
3/17/2013						
3/18/2013					X	8
3/19/2013						8
3/20/2013						8
3/21/2013					X	8
3/22/2013					X	8
3/23/2013						
3/24/2013						
3/25/2013					X	8
3/26/2013					X	8
3/27/2013					X	8
3/28/2013					X	8
3/29/2013					X	8
3/30/2013						
3/31/2013						
4/1/2013					X	8
4/2/2013					X	8
4/3/2013						8
4/4/2013					X	8
4/5/2013						8
4/6/2013						
4/7/2013						
4/8/2013					X	8
4/9/2013					X	8
4/10/2013					X	8
4/11/2013					X	8
4/12/2013						8
4/13/2013						
4/14/2013						
4/15/2013					X	8
4/16/2013					X	8
4/17/2013					X	8
4/18/2013					X	8
4/19/2013					X	8
4/20/2013						
4/21/2013						
4/22/2013					X	8
4/23/2013					X	8
4/24/2013					X	8
4/25/2013					X	8

HELIX ELECTRIC SIGN IN LOG & CERTIFIED PAYROLL HOURS
01/23/2012 (First Certified Payroll) - 11/06/2013 (Last Date Certified Payroll)

Date	Kurk Williams Project Mgr. Sign In	Juan Barajas Project Eng. Sign In	Richard Clement Superintendent Sign In	Richard Clement's Hours From Certified P/R	Rainer Prietzel Sign In	Rainer Prietzel's Hours from Certified P/R
4/26/2013					X	8
4/27/2013						
4/28/2013						
4/29/2013					X	8
4/30/2013					X	8
5/1/2013					X	8
5/2/2013					X	8
5/3/2013					X	8
5/4/2013						
5/5/2013						
5/6/2013					X	8
5/7/2013					X	8
5/8/2013					X	8
5/9/2013					X	8
5/10/2013						8
5/11/2013						
5/12/2013						
5/13/2013						8
5/14/2013						8
5/15/2013						8
5/16/2013						8
5/17/2013						8
5/18/2013						
5/19/2013						
5/20/2013					X	8
5/21/2013					X	8
5/22/2013					X	8
5/23/2013					X	8
5/24/2013					X	8
5/25/2013						
5/26/2013						
5/27/2013						8
5/28/2013					X	8
5/29/2013					X	8
5/30/2013					X	8
5/31/2013						8
6/1/2013						
6/2/2013						
6/3/2013					X	8
6/4/2013						8
6/5/2013					X	8
6/6/2013					X	8

HELIX ELECTRIC SIGN IN LOG & CERTIFIED PAYROLL HOURS
01/23/2012 (First Certified Payroll) - 11/06/2013 (Last Date Certified Payroll)

Date	Kurk Williams Project Mgr. Sign In	Juan Barajas Project Eng. Sign In	Richard Clement Superintendent Sign In	Richard Clement's Hours From Certified P/R	Rainer Prietzel Sign In	Rainer Prietzel's Hours from Certified P/R
6/7/2013					X	8
6/8/2013						
6/9/2013						
6/10/2013					X	8
6/11/2013					X	8
6/12/2013					X	8
6/13/2013					X	8
6/14/2013						8
6/15/2013						
6/16/2013						
6/17/2013					X	8
6/18/2013					X	8
6/19/2013					X	8
6/20/2013					X	8
6/21/2013						8
6/22/2013					X	
6/23/2013						
6/24/2013						8
6/25/2013					X	8
6/26/2013						8
6/27/2013						8
6/28/2013						8
6/29/2013						
6/30/2013						
7/1/2013					X	10
7/2/2013					X	10
7/3/2013						10
7/4/2013						
7/5/2013					X	10
7/6/2013						
7/7/2013						
7/8/2013					X	8
7/9/2013					X	8
7/10/2013					X	8
7/11/2013					X	8
7/12/2013					X	8
7/13/2013						
7/14/2013						
7/15/2013						8
7/16/2013					X	8
7/17/2013					X	8
7/18/2013					X	8

HELIX ELECTRIC SIGN IN LOG & CERTIFIED PAYROLL HOURS
01/23/2012 (First Certified Payroll) - 11/06/2013 (Last Date Certified Payroll)

Date	Kirk Williams Project Mgr. Sign In	Juan Barajas Project Eng. Sign In	Richard Clement Superintendent Sign In	Richard Clement's Hours From Certified P/R	Rainer Prietzel Sign In	Rainer Prietzel's Hours from Certified P/R
7/19/2013					X	8
7/20/2013						
7/21/2013						
7/22/2013					X	8
7/23/2013						8
7/24/2013					X	8
7/25/2013						8
7/26/2013						8
7/27/2013						
7/28/2013						
7/29/2013					X	8
7/30/2013					X	8
7/31/2013					X	8
8/1/2013						8
8/2/2013						8
8/3/2013						
8/4/2013						
8/5/2013					X	8
8/6/2013					X	8
8/7/2013						8
8/8/2013						8
8/9/2013						8
8/10/2013						
8/11/2013						
8/12/2013					X	8
8/13/2013						8
8/14/2013					X	8
8/15/2013					X	8
8/16/2013						8
8/17/2013						
8/18/2013						
8/19/2013						8
8/20/2013						8
8/21/2013					X	8
8/22/2013					X	8
8/23/2013						8
8/24/2013						
8/25/2013						
8/26/2013					X	8
8/27/2013					X	8
8/28/2013						8
8/29/2013						8

HELIX ELECTRIC SIGN IN LOG & CERTIFIED PAYROLL HOURS
01/23/2012 (First Certified Payroll) - 11/06/2013 (Last Date Certified Payroll)

Date	Kurk Williams Project Mgr. Sign In	Juan Barajas Project Eng. Sign In	Richard Clement Superintendent Sign In	Richard Clement's Hours From Certified P/R	Rainer Prietzel Sign In	Rainer Prietzel's Hours from Certified P/R
8/30/2013					X	8
8/31/2013						
9/1/2013						
9/2/2013						
9/3/2013					X	10
9/4/2013					X	10
9/5/2013					X	10
9/6/2013					X	10
9/7/2013						
9/8/2013						
9/9/2013					X	8
9/10/2013					X	8
9/11/2013					X	8
9/12/2013					X	8
9/13/2013					X	8
9/14/2013						
9/15/2013						
9/16/2013					X	8
9/17/2013					X	8
9/18/2013					X	8
9/19/2013					X	8
9/20/2013						8
9/21/2013						
9/22/2013					X	
9/23/2013						8
9/24/2013						8
9/25/2013					X	8
9/26/2013						8
9/27/2013						8
9/28/2013						
9/29/2013						
9/30/2013					X	8
10/1/2013					X	8
10/2/2013					X	8
10/3/2013					X	8
10/4/2013					X	8
10/5/2013						
10/6/2013						
10/7/2013					X	8
10/8/2013					X	8
10/9/2013						8
10/10/2013					X	8

HELIX ELECTRIC SIGN IN LOG & CERTIFIED PAYROLL HOURS
01/23/2012 (First Certified Payroll) - 11/06/2013 (Last Date Certified Payroll)

Date	Kirk Williams Project Mgr. Sign In	Juan Barajas Project Eng. Sign In	Richard Clement Superintendent Sign In	Richard Clement's Hours From Certified P/R	Rainer Prietzel Sign In	Rainer Prietzel's Hours from Certified P/R
10/11/2013						8
10/12/2013						
10/13/2013						
10/14/2013						8
10/15/2013						8
10/16/2013						8
10/17/2013						8
10/18/2013						8
10/19/2013						
10/20/2013						
10/21/2013						8
10/22/2013						8
10/23/2013						8
10/24/2013						8
10/25/2013						8
10/26/2013						
10/27/2013						
10/28/2013						
10/29/2013						8
10/30/2013						
10/31/2013						
11/1/2013						
11/2/2013						
11/3/2013						
11/4/2013						
11/5/2013						
11/6/2013						8
Subtotal 2013				32		1,736
Grand Total				532		3,452

EXHIBIT

DX205

HELIX BILLED AMOUNTS FOR GENERAL CONDITIONS VS COMPARISON TO HELIX PARTIAL JOB COST

	January 13 Helix Bill	Actual Costs from Helix Jan 13 Job Cost	February 13 Helix Bill	Actual Costs from Helix Feb 13 Job Cost	March 13 Helix Bill	Actual Costs from Helix Mar 13 Job Cost	April 13 Helix Bill	Actual Costs from Helix Apr 13 Job Cost	May 13 Helix Bill	Actual Costs from Helix May 13 Job Cost
Project Manager	2,600.00	4,663.71	5,200.00	2,930.51	5,200.00	705.54	5,200.00	651.28	6,500.00	651.28
Project Engineer		85.24	901.90		901.90		901.90	418.91	901.90	
Superintendent	2,800.00		5,600.00		5,600.00		5,600.00		7,000.00	
Site Truck (s)	302.50		505.00		440.00		440.00		165.00	
Project Fuel	457.14		1,239.11	831.15	680.66	1,126.46	603.70	618.78	256.19	548.82
Site Trailer	110.00		220.00		220.00		220.00		220.00	
Wire Trailer (s)	55.00		110.00		110.00		110.00		55.00	
Storage Conex (s)	110.00		220.00		110.00		110.00		110.00	
Forklifts			3,329.48	3,026.80	3,426.32	3,114.85				
Bob Johnson Removed Forklift for March 2013 in His Email to Joe Helin					(3,426.32)	(3,114.85)				
Small Tools	379.02	630.55	655.09	644.44	501.40	597.63	414.16	376.51	292.96	216.38
Rainer Prielzel Stated Sm Tools off Project 6/30/13 in His Deposition										
Total	6,813.66	5,379.50	17,980.58	7,432.90	13,763.96	2,429.63	13,599.76	2,065.48	15,501.05	1,416.48

	June 13 Helix Bill	Actual Costs from Helix June 13 Job Cost	July 13 Helix Bill	Actual Costs from Helix July 13 Job Cost	Aug 13 Helix Bill	Actual Costs from Helix Aug 13 Job Cost	Sept 13 Helix Bill	Actual Costs from Helix Sept 13 Job Cost	Oct 13 Helix Bill	Actual Costs from Helix Oct 13 Job Cost	Total Helix Bill	Actual Total Costs from Helix Job Cost
Project Manager	5,200.00	4,829.98	6,500.00	4,992.72	5,200.00	1,845.11	5,200.00	1,410.95	6,500.00	1,242.71	53,300.00	23,923.79
Project Engineer	901.90		901.90	1,430.46	901.90	2,875.03	512.12	828.10	640.15	219.45	7,465.57	5,857.19
Superintendent	5,600.00		7,000.00		5,600.00		5,600.00		7,000.00		57,400.00	-
Site Truck (s)	165.00		165.00		165.00		165.00				2,512.50	-
Project Fuel	353.32	232.90	373.79	321.20	298.14	339.81	293.44	272.04		268.76	4,555.49	4,559.92
Site Trailer	220.00		220.00		220.00						1,650.00	-
Wire Trailer (s)	110.00										550.00	-
Storage Conex (s)	174.77		110.00								944.77	-
Forklifts											6,755.80	6,141.65
Bob Johnson Removed Forklift for March 2013											(9,426.32)	(9,114.85)
Small Tools		208.83	214.52	155.30	166.83	151.66	174.77	198.62	218.52	158.93	3,017.27	3,338.85
Rainer Prielzel Stated Sm Tools off Project 6/30/13			(214.52)	(155.30)	(166.83)	(151.66)	(174.77)	(198.62)	(218.52)	(158.93)	(774.64)	(664.51)
Total	12,724.99	5,271.71	15,270.69	6,744.38	12,385.04	5,059.95	11,770.56	2,511.09	14,140.15	1,730.92	133,950.44	40,042.04

Actual Costs on Job Cost Reports Less Credit for Forklift & Small Tools 40,042.04

Helix Claimed Costs for 10 Months of GC's as Given 40,042.04

EXHIBIT

DX206

**HELIX BILLED AMTS. FOR GENERAL CONDITIONS VS COMPARISON TO HELIX PARTIAL JOB ACCOUNTING PROVIDED IN 2016 & 2019
MAY 2013 - OCTOBER 2013**

	May 13 Helix Bill	Actual Costs from Helix May 13 Job Cost	June 13 Helix Bill	Actual Costs from Helix June 13 Job Cost	July 13 Helix Bill	Actual Costs from Helix July 13 Job Cost	Aug 13 Helix Bill	Actual Costs from Helix Aug 13 Job Cost	Sept 13 Helix Bill	Actual Costs from Helix Sept 13 Job Cost	Oct 13 Helix Bill	Actual Costs from Helix Oct 13 Job Cost	Total Helix Bill	Actual Total Costs from Helix Job Cost
Project Manager	6,500.00	651.28	5,200.00	4,829.98	6,500.00	4,992.72	5,200.00	1,845.11	5,200.00	1,410.95	6,500.00	1,242.71	35,100.00	14,972.75
Project Engineer	901.90		901.90		901.90	1,430.46	901.90	2,875.03	512.12	828.10	640.15	219.45	4,759.87	5,353.04
Superintendent	7,000.00		5,600.00		7,000.00		5,600.00		5,600.00		7,000.00		37,800.00	-
Site Truck (s)	165.00		165.00		165.00		165.00		165.00				825.00	-
Project Fuel	256.19	548.82	353.32	232.90	373.79	321.20	298.14	339.81	293.44	272.04		268.76	1,574.88	1,983.53
Site Trailer	220.00		220.00		220.00		220.00						880.00	-
Wire Trailer (s)	55.00		110.00										165.00	-
Storage Conex (s)	110.00		174.77		110.00								394.77	-
Forklifts													-	-
Small Tools	292.96	216.38		208.83	214.52	155.30	166.83	151.66	174.77	198.62	218.52	158.93	1,067.60	1,089.72
Total	15,501.05	1,416.48	12,724.99	5,271.71	15,485.21	6,899.68	12,551.87	5,211.61	11,945.33	2,709.71	14,358.67	1,889.85	82,567.12	23,399.04

Actual Amounts on Job Cost Reports Less Credit for Small Tools	23,399.04
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APCO001336



EXHIBIT

DX207

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

1 **Marquis Aurbach Coffing**
2 Avece M. Higbee, Esq.
3 Nevada Bar No. 3739
4 Cody S. Mounteer, Esq.
5 Nevada Bar No. 11220
6 10001 Park Run Drive
7 Las Vegas, Nevada 89145
8 Telephone: (702) 382-0711
9 Facsimile: (702) 382-5816
10 ahigbee@maclaw.com
11 cmounteer@maclaw.com
12 Attorneys for Defendants

DISTRICT COURT
CLARK COUNTY, NEVADA

HELIX ELECTRIC OF NEVADA, LLC, a
Nevada limited liability company,

Plaintiff,

Case No.: A-16-730091-C
Dept. No.: XVII

vs.

(IN ARBITRATION)

APCO CONSTRUCTION, a Nevada
corporation; SAFECO INSURANCE
COMPANY OF AMERICA; DOES I through X;
and BOE BONDING COMPANIES, I through
X,

Defendants.

**DEFENDANTS FIRST REQUEST FOR PRODUCTION OF DOCUMENTS AND
THINGS TO HELIX ELECTRIC OF NEVADA**

TO: Cary Domina, Esq. of Peel Brimley LLP, Attorney for HELIX ELECTRIC OF
NEVADA,

In accordance with NRCP 34, APCO Construction and Safeco Insurance Company of
America, by and through their attorneys, Marquis Aurbach Coffing, hereby requests that PEEL
BRIMLEY LLP respond in writing and under oath, and serve upon the undersigned counsel for
Defendants, within thirty (30) days of the date of service thereof, its' responses to the Requests
for Production of Documents and Things set forth below.

...

...

...

INSTRUCTIONS AND DEFINITIONS

The following Instructions shall apply to each request:

1. The answer to each request for production shall include all knowledge as is within your possession, custody or control and/or in the possession, custody or control of your attorneys, agents, employees, investigators, and others acting on your behalf or under your direction or control and others associated with you.

2. You are required to disclose any matter or information, not privileged, which is relevant to the subject matters involved in this pending litigation, whether it relates to the claim or defenses of the parties seeking discovery or the claim or defense of any other party, including the existence, description, nature, custody, condition, and location of any books, documents, or other tangible things and the identity and location of persons having knowledge of any discoverable matter. The information sought need not be admissible at the trial to be required for disclosure.

3. When you are asked to identify a person, you must state that person's full name, present or last known address, present or last known position and business affiliation, and relationship of this person to you. If this person is a corporation, you shall set forth the State of its incorporation.

4. **Procedure for Claiming Limitation on Discovery:** If you contend that any document, communication or information which is requested is privileged or otherwise subject to protection, you shall make the claim expressly and shall describe the nature of the documents, communications or things not produced or disclosed in a manner that, without revealing information itself privileged or protected, will enable other parties to this litigation to assess the applicability of the privilege or protection.

The following Definitions shall apply to each request:

1. **"Person"** as used herein, or its plural or any synonym thereof, is intended to and shall mean any natural person or legal entity, including but not limited to any corporation, partnership, business trust, agency, joint venture, association, estate, trust, receiver, syndicate or any other group or combination acting as a unit or acting as a form of a legal entity,

1 governmental agency (whether Federal, State, local, or any agency of the government of a
2 foreign country), or any other entity.

3 2. "You" and "Your" used herein, its plural, or any synonym thereof, is intended to
4 and shall embrace and include, in addition to the party or parties to whom this Request for
5 Production of Documents is addressed, and, in addition, the counsel for such party or parties, all
6 agents, servants, employees, representatives, officers, directors, shareholders, and others who are
7 in possession of or who may obtain information for or on behalf of the party or parties to whom
8 this Request for Production of Documents is addressed.

9 3. "Document" and "writing," as used herein, shall refer to any information
10 recorded on any tangible medium of expression, including all written, recorded or graphic
11 records of every kind or description however produced or reproduced whether in the form of a
12 draft, in final, original or reproduction, signed or unsigned, and regardless of whether approved,
13 sent, received, redrafted or executed, including but not limited to written communications,
14 letters, telegrams, correspondence, memoranda, notes, facsimiles, records, business records,
15 video recordings, photographs or films, microfiche or microfilms, tape or sound recordings,
16 transcripts or recordings, contracts, agreements, notations of telephone conversations or personal
17 conversations, diaries, calendars, desk calendars, reports, work sheets, computer records,
18 summaries, schedules, drawings, charts, graphs, blueprints, mylars, ozalids, minutes, forecasts,
19 appraisals, studies, computer programs or data, data compilations of any type or kind or material
20 similar to any of the foregoing however dominated and to whomever addressed. "Document"
21 shall not exclude exact duplicates when originals are available, but shall include all copies made
22 different from originals by virtue of any writings, notations, symbols, charters, impressions or
23 any marks thereon, or other graphic, symbolic, recorded or written material of any nature
24 whatsoever, along with all other data compilations from which information can be obtained and
25 all drafts and preliminary drafts thereof.

26 4. "Project" as used herein shall refer to the Craig Ranch Regional Park Phase II
27 project located in Clark County, Nevada.

28 ...

REQUESTS

REQUEST NO. 1:

Please produce and identify all Agreements between You and APCO for any work you conducted at the Project.

REQUEST NO. 2:

Please produce and identify all documents that evidence work on the Project You assert You were not paid for.

REQUEST NO. 3:

Please produce and identify all documents where You demanded payment from APCO for any purported outstanding balance due.

REQUEST NO. 4:

Please produce and identify all accounting documents, including, but not limited to, all receipts, invoices and other related documents You claim support the damages asserted through Your causes of action.

REQUEST NO. 5:

Please produce and identify all documents that support Your allegation that APCO benefitted, or received payment, as a result of Your Work conducted at the Property.

REQUEST NO. 6:

Please produce and identify any documents that evidence the last day You performed the labor on the Project You assert You were not paid for.

REQUEST NO. 7:

Please produce and identify any documents that evidence the last day You furnished materials for the Project You assert You were not paid for.

REQUEST NO. 8:

Please produce all documents used in preparing the answers to the interrogatories concurrently served herewith, and identify the particular responsive interrogatory.

...

...

1 **REQUEST NO. 9:**

2 Please produce and identify all Your insurance policies, bonds, etc. that may be available
3 to pay any portion of fees or judgment resulting against You from this action should You not be
4 deemed a prevailing party under the APCO Agreement.

5 **REQUEST NO. 10:**

6 Please produce and identify any documents demonstrating Mr. Prietzel was qualified to
7 act as a Superintendent during Your work on the Project.

8 **REQUEST NO. 11:**

9 Please produce and identify all documents demonstrating the work You assert you were
10 not paid for was not a part of the original scope under the Agreement.

11 Dated this 28th day of December, 2016.

12 MARQUIS AURBACH COFFING

13
14 By 

15 Avece M. Higbee, Esq.
16 Nevada Bar No. 3739
17 Cody S. Mounteer, Esq.
18 Nevada Bar No. 11220
19 10001 Park Run Drive
20 Las Vegas, Nevada 89145
21 Attorney(s) for Defendants
22
23
24
25
26
27
28

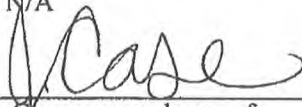
MARQUIS AURBACH COFFING
10001 Park Run Drive
Las Vegas, Nevada 89145
(702) 382-0711 FAX: (702) 382-5816

CERTIFICATE OF SERVICE

I hereby certify that the foregoing **DEFENDANTS FIRST REQUEST FOR PRODUCTION OF DOCUMENTS AND THINGS TO HELIX ELECTRIC OF NEVADA** was submitted electronically for service with the Eighth Judicial District Court on the 20 day of December, 2016. Electronic service of the foregoing document shall be made in accordance with the E-Service List as follows:¹

Richard L. Peel, Esq.
Cary B. Domina, Esq.
Peel Brimley, LLP
3333 E. Serene Avenue, Suite 200
Henderson, Nevada 89074-6571
Email: aarmstrong@peelbrimley.com
Email: cdomina@peelbrimley.com
Email: rjeffrey@peelbrimley.com
Attorneys for Plaintiff

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

N/A


J. Case, an employee of
Marquis Aurbach Coffing

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

EXHIBIT

DX208

AFFIDAVIT OF JOEMEL LLAMADO

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

I, Jomel Llamado, being first duly sworn, depose and state:

1. I am over 18 years of age, a resident of the State of Nevada, and competent to testify to matters contained in this Affidavit, which are based upon my personal knowledge, except as to those matters that are based upon my information and belief. Pursuant to NRS § 53.045, I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

2. I was the Project Manager for the City of North Las Vegas on the Craig Ranch Regional Park – Phase II Project.

3. The project started on 1/11/2012 and I was present daily on the project until Project Substantial completion.

4. I personally reviewed the Project Daily Reports, Sign-In Sheets and had weekly meetings with the the Contractor, APCO Construction.

5. I personally inspected the work in the field on a daily basis.

6. APCO submitted invoices from Helix Electric for extended general conditions.

7. I personally rejected those requests because they had no merit.

8. Helix did not provide any sign-in sheets or daily reports that would have substantiated the invoices.

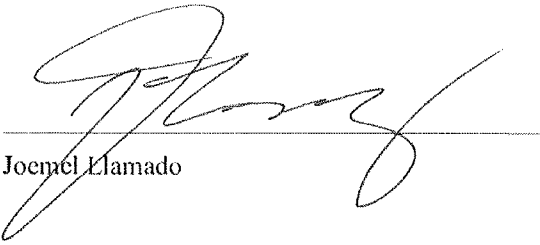
9. Helix Electric had several months to file any claim it thought was warranted once I rejected its invoices Per Specification Section GC-6.3.2.

APCO000057

JA3465

10. To my knowledge Helix Electric took no further action and the Project was closed and accepted by City Council on 7/2/2014 with no outstanding issues.

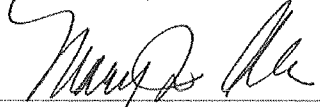
Dated this 7th day of September, 2017.


Joemel Llamado

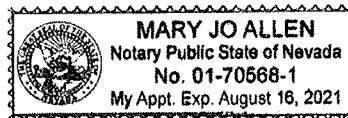
STATE OF NEVADA)
)
COUNTY OF CLARK)

On this day personally appeared, before me **Joemel Llamado**, known to me to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal on this 7th day of September, 2017.



Notary Public



APCO000058

JA3466

EXHIBIT

DX209

MARQUIS AURBACH COFFING

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

1 **Marquis Aurbach Coffing**
2 Avece M. Higbee, Esq.
3 Nevada Bar No. 3739
4 Cody S. Mounter, Esq.
5 Nevada Bar No. 11220
6 Kathleen A. Wilde, Esq.
7 Nevada Bar No. 12522
8 10001 Park Run Drive
9 Las Vegas, Nevada 89145
10 Telephone: (702) 382-0711
11 Facsimile: (702) 382-5816
12 ahigbee@maclaw.com
13 cmounter@maclaw.com
14 kwilde@maclaw.com
15 *Attorneys for Defendants*

DISTRICT COURT
CLARK COUNTY, NEVADA

11 HELIX ELECTRIC OF NEVADA, LLC, a
12 Nevada limited liability company,

13 Plaintiff,

14 vs.

15 APCO CONSTRUCTION, a Nevada
16 corporation; SAFECO INSURANCE
17 COMPANY OF AMERICA; DOES I through X;
18 and BOE BONDING COMPANIES, I through
19 X,

20 Defendants.

Case No.: A-16-730091-C
Dept. No.: XVII

**DEFENDANTS' SECOND REQUEST FOR PRODUCTION OF DOCUMENTS AND
THINGS TO HELIX ELECTRIC OF NEVADA, LLC**

21 TO: Cary Domina, Esq., of Peel Brimley LLP, Attorney for HELIX ELECTRIC OF
22 NEVADA

23 In accordance with NRCP 34, Defendants, APCO Construction and Safeco Insurance
24 Company of America (collectively "Defendants"), by and through their attorneys, Marquis
25 Aurbach Coffing, hereby requests that Plaintiff, Helix Electric of Nevada, LLC ("Plaintiff")
26 respond in writing and under oath, and serve upon the undersigned counsel for Defendants,
27 within thirty (30) days of the date of service thereof, their responses to Defendants' Second
28 Requests for Production of Documents and Things set forth below.

INSTRUCTIONS AND DEFINITIONS

The following Instructions shall apply to each request:

1. The answer to each request for production shall include all knowledge as is within your possession, custody or control and/or in the possession, custody or control of your attorneys, agents, employees, investigators, and others acting on your behalf or under your direction or control and others associated with you.

2. You are required to disclose any matter or information, not privileged, which is relevant to the subject matters involved in this pending litigation, whether it relates to the claim or defenses of the parties seeking discovery or the claim or defense of any other party, including the existence, description, nature, custody, condition, and location of any books, documents, or other tangible things and the identity and location of persons having knowledge of any discoverable matter. The information sought need not be admissible at the trial to be required for disclosure.

3. When you are asked to identify a person, you must state that person's full name, present or last known address, present or last known position and business affiliation, and relationship of this person to you. If this person is a corporation, you shall set forth the State of its incorporation.

4. **Procedure for Claiming Limitation on Discovery:** If you contend that any document, communication or information which is requested is privileged or otherwise subject to protection, you shall make the claim expressly and shall describe the nature of the documents, communications or things not produced or disclosed in a manner that, without revealing information itself privileged or protected, will enable other parties to this litigation to assess the applicability of the privilege or protection.

The following Definitions shall apply to each request:

1. "Person" as used herein, or its plural or any synonym thereof, is intended to and shall mean any natural person or legal entity, including but not limited to any corporation, partnership, business trust, agency, joint venture, association, estate, trust, receiver, syndicate or any other group or combination acting as a unit or acting as a form of a legal entity,

1 governmental agency (whether Federal, State, local, or any agency of the government of a
2 foreign country), or any other entity.

3 2. "You" used herein, its plural, or any synonym thereof, is intended to and shall
4 embrace and include, in addition to the party or parties to whom this Request for Production of
5 Documents is addressed, and, in addition, the counsel for such party or parties, all agents,
6 servants, employees, representatives, officers, directors, shareholders, and others who are in
7 possession of or who may obtain information for or on behalf of the party or parties to whom this
8 Request for Production of Documents is addressed.

9 3. "Document" and "writing," as used herein, shall refer to any information recorded
10 on any tangible medium of expression, including all written, recorded or graphic records of every
11 kind or description however produced or reproduced whether in the form of a draft, in final,
12 original or reproduction, signed or unsigned, and regardless of whether approved, sent, received,
13 redrafted or executed, including but not limited to written communications, letters, telegrams,
14 correspondence, memoranda, notes, facsimiles, records, business records, video recordings,
15 photographs or films, microfiche or microfilms, tape or sound recordings, transcripts or
16 recordings, contracts, agreements, notations of telephone conversations or personal
17 conversations, diaries, calendars, desk calendars, reports, work sheets, computer records,
18 summaries, schedules, drawings, charts, graphs, blueprints, mylars, ozalids, minutes, forecasts,
19 appraisals, studies, computer programs or data, data compilations of any type or kind or material
20 similar to any of the foregoing however dominated and to whomever addressed. "Document"
21 shall not exclude exact duplicates when originals are available, but shall include all copies made
22 different from originals by virtue of any writings, notations, symbols, charters, impressions or
23 any marks thereon, or other graphic, symbolic, recorded or written material of any nature
24 whatsoever, along with all other data compilations from which information can be obtained and
25 all drafts and preliminary drafts thereof.

26 ///

27 ///

28 ///

MARQUIS AURBACH COFFING

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

REQUESTS

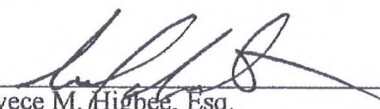
REQUEST NO. 12:

Please produce and identify all of Helix's accounting documents for the Craig Ranch Park, e.g., bids, invoices, payment requests, submissions, requests for payment, checks, lien releases, etc..

Dated this 13th day of October, 2017.

MARQUIS AURBACH COFFING

By



Avece M. Higbee, Esq.
Nevada Bar No. 3739
Cody S. Munteer, Esq.
Nevada Bar No. 11220
Kathleen A. Wilde, Esq.
Nevada Bar No. 12522
10001 Park Run Drive
Las Vegas, Nevada 89145
Attorneys for Defendants

CERTIFICATE OF SERVICE

I hereby certify that the foregoing **DEFENDANTS' SECOND REQUEST FOR PRODUCTION OF DOCUMENTS AND THINGS TO HELIX ELECTRIC OF NEVADA,**

LLC was submitted electronically for service with the Eighth Judicial District Court on the 13th day of October, 2017. Electronic service of the foregoing document shall be made in accordance with the E-Service List as follows:¹

Peel Brimley LLP

Contact

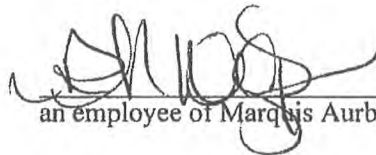
Amanda Armstrong
Cary B. Domina
Rosey Jeffrey
Terri Hansen

Email

aarmstrong@peelbrimley.com
cdomina@peelbrimley.com
rjeffrey@peelbrimley.com
thansen@peelbrimley.com

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

N/A



an employee of Marquis Aurbach Coffing

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

EXHIBIT

DX210

1 **NOT**
2 SPENCER FANE LLP
3 John Randall Jefferies, Esq. (Bar No. 3512)
4 Mary E. Bacon, Esq. (Bar No. 12686)
5 300 S. Fourth Street, Suite 950
6 Las Vegas, NV 89101
7 Telephone: (702) 408-3411
8 Facsimile: (702) 408-3401
9 E-mail: RJJefferies@spencerfane.com
10 MBacon@spencerfane.com
11 Attorneys for Apco Construction, Inc.

12 **DISTRICT COURT**
13 **CLARK COUNTY, NEVADA**

14 HELIX ELECTRIC OF NEVADA, LLC, a
15 Nevada limited liability company,

16 Plaintiff,

17 vs.

18 APCO CONSTRUCTION, a Nevada
19 corporation; SAFECO INSURANCE
20 COMPANY OF AMERICA; DOES I through X;
21 and BOE BONDING COMPANIES, I through
22 X,

23 Defendants.

Case No.: A-16-730091-C
Dept. No.: XVII

**FOURTH AMENDED NOTICE OF
TAKING NRCP RULE 30(B)(6)
DEPOSITION OF PERSON MOST
KNOWLEDGEABLE FOR HELIX
ELECTRIC OF NEVADA LLC**

DATE: NOVEMBER 28, 2018

TIME: 11 A.M.

24 PLEASE TAKE NOTICE that pursuant to Rule 30(b)(6) of the Nevada Rules of Civil
25 Procedure, Defendant, APCO Construction, Inc. by and through its attorneys, Spencer Fane, will
26 take the deposition of Helix Electric of Nevada LLC upon oral examination on **Wednesday,**
27 **November 28, 2018 at 11 A.M.** before a Notary Public, or before some other officer authorized
28 by law to administer oaths.

The deposition will take place at Spencer Fane, LLP. 300 S. Fourth Street, Suite 950. Las Vegas, NV 89101.

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

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

Dated this 22nd day of October, 2018.

SPENCER FANE

By: Mary E. Bacon
 John Randall Jefferies, Esq. (Bar No. 3512)
 Mary E. Bacon, Esq. (Bar No. 12686)
 300 S. Fourth Street, Suite 950
 Las Vegas, NV 89101
 Telephone: (702) 408-3411
 Facsimile: (702) 408-3401
Attorneys for Apco Construction, Inc.

1 EXHIBIT A

2 RULE 30. DEPOSITIONS BY ORAL EXAMINATION

3 (b) Notice of Examination: General Requirements; Special Notice; Method of Production of
4 Documents and Things; Deposition of Organization; Deposition by Telephone.

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














[As amended; effective January 1, 2005.]

9 TOPICS

- 10 1. Your claims and facts as alleged against APCO;
- 11 2. Documents that you have disclosed in support of your claims against APCO;
- 12 3. Your assertion that APCO is liable for any portions of your general and/or bond
13 claims;
- 14 4. The payment process, payment details, scope of payments, parties involved, and
15 standard practices of payment, including, but not limited to, all payment applications, approvals,
16 amounts, checks, and releases;
- 17 5. Each fact related to your contract agreement with APCO in regard to the Craig
18 Ranch ("Project") at issue in this matter, including, but not limited to original contact(s), change
19 orders, and ratification agreement(s);
- 20 6. Each fact related to your scope of work at the Project; and
- 21 7. Your claimed damages against APCO, more specific, but not limited to, your
22 assertions of damages as they relate to Helix's general extended conditions.
- 23
- 24
- 25
- 26
- 27
- 28

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that I am an employee of SPENCER FANE LLP and that a copy of the
3 foregoing **FOURTH AMENDED NOTICE OF TAKING NRCP RULE 30(b)(6)**
4 **DEPOSITION OF person most knowledgeable for HELIX ELECTRIC OF NEVADA LLC**
5 was served by electronic transmission through the E-Filing system pursuant to NEFCR 9, NRCP
6 5(b) and EDCR 7.26 or by mailing a copy to their last known address, first class mail, postage
7 prepaid for non-registered users, on this 22nd day of October, 2018, as follows:

8
9 "Avece M. Higbee, Esq." . (ahigbee@maclaw.com)  
10 "Cody Mounteer, Esq." . (cmounteer@marquisaurbach.com)  
11 Amanda Armstrong . (aarmstrong@peelbrimley.com)  
12 Cary B. Domina . (cdomina@peelbrimley.com)  
13 Jennifer Case (jcase@maclaw.com)  
14 Penny Williams . (pwilliams@maclaw.com)  
15 Rosey Jeffrey . (rjeffrey@peelbrimley.com)  
16 Terri Hansen . (thansen@peelbrimley.com)  

17 /s/Adam Miller
18 An employee of Spencer Fane LLP
19
20
21
22
23
24
25
26
27
28

EXHIBIT

DX211

**HELIX ELECTRIC - CRAIG RANCH PARK PHASE II
PAYMENTS & RELEASE DATES**

PAYMENT #	BILLING PERIOD THRU DATE	TOTAL PAYMENT AMOUNT	CHANGE ORDER PAYMENTS	CHECK DATE	DATE RELEASE SIGNED BY HELIX	% COMPLETED
1	02/29/12	53,437.00		05/07/12	05/09/12	
2	03/31/12	59,375.00		05/18/12	06/06/12	
3	04/30/12	89,086.00		06/05/12	06/20/12	
4	05/31/12	182,162.00		06/28/12	07/16/12	
5	06/30/12	358,449.20		08/13/12	08/17/12	
6	07/31/12	206,625.00		09/14/12	09/24/12	
7	08/31/12	247,712.00		10/24/12	10/25/12	
8	09/30/12	140,125.00		12/03/12	12/11/12	
9	10/31/12	147,250.00		01/03/13	01/10/13	
10	11/30/12	215,175.00		01/22/13	01/30/13	
11	12/31/12	121,125.00		02/15/13	02/28/13	83%
12	01/31/13	69,350.00		03/19/13	03/22/13	86%
2012 Progress Payments		1,889,871.20				
13	02/28/13	49,875.00		05/02/13	05/08/13	
14	03/31/13	68,115.00		05/30/13	06/05/13	
15	04/30/13	42,000.00		06/14/13	06/26/13	
16	05/31/13	51,700.00	9,620.00	08/05/13	08/08/13	95%
17	06/30/13	21,800.00		09/11/13	09/16/13	
18	07/31/13	34,100.00		11/05/13	11/07/13	
19	08/31/13	54,098.50	42,598.50	11/05/13	11/07/13	
20	10/31/13	75,875.19	38,335.19	01/14/14	01/17/14	
21	10/31/13	2,260.03	2,260.03	02/27/14	03/07/14	
2013 Progress Payments		399,823.72	92,813.72			
22 Ret.	10/31/13	105,679.00		10/21/14		Retention
Grand Total		2,395,373.92				

Admitted
APCO001337

JA3479



EXHIBIT

DX212

SUMMARY OF HELIX ELECTRIC ACCOUNTING REPORT DATED 05/23/2019

Cost Code	Cost Code Name	Office Labor	Office GC's	Bonuses	Field Labor Amount	Field Materials	Field Equipment	Field Subcontractors	Total
15154	Demolition				17,047.30				17,047.30
15300	Site Underground Conduit				250,609.00	170,603.97			421,212.97
15500	Site Lighting				25,643.31			3,257.50	28,900.81
15502	Parking Lot Lights				44,467.65				44,467.65
16109	Conduits				8,779.66	18,755.26			27,534.92
16110	Conduits 1 1/4" Smaller				26,261.91	38,839.78			65,101.69
16120	Fabrication				14,932.43				14,932.43
16200	Conductors-Feeder Cables				128,065.53	171,481.08			299,546.61
16250	Conductors-Branch				87,473.74	119,131.34			206,605.08
16300	Equipment Distribution				30,976.45	112,191.88			143,168.33
16350	Equipment Hook Up				6,017.30				6,017.30
16400	Utility Power Devices, Recept				3,028.93	735.47			3,764.40
16500	Interior Lighting/Unit Fixture				28,444.09	71,895.52			100,339.61
17850	Communication System							26,898.04	26,898.04
88010	Permits, Bonds, Insurance		18,270.00						18,270.00
88040	Field Office Trailer & Supplies		3,457.79						3,457.79
88050	Field Engineering	16,947.48							16,947.48
88060	Sm Tool Allocation						9,735.50		9,735.50
88063	Consumables					9,475.83			9,475.83
88065	Helix Owned Equip Rental						17,739.88		17,739.88
88066	Vendor Equipment Rental						22,966.62		22,966.62
88070	Travel & Substance		327.46						327.46
88075	Fuel & Repair Service		13,542.67						13,542.67
88085	Bonuses			31,206.48					31,206.48
88088	General Superintendant	3,124.07							3,124.07
88099	Driver & Warehouse				11,915.36				11,915.36
88105	Project Manager	36,711.50							36,711.50
89001	NV Energy				14,372.87	6,053.60			20,426.47
89002	Change Order							2,000.00	2,000.00
98000	Legal		287.50						287.50
	TOTALS	56,783.05	35,885.42	31,206.48	698,035.53	719,163.73	50,442.00	32,155.54	1,623,671.75

APCO001338

JA3481



EXHIBIT

DX213

From: Cary Domina <cdomina@peelbrimley.com>
Sent: Monday, November 12, 2018 11:35 AM
To: Bacon, Mary
Subject: RE: APCO/ Helix - Moving Date of APCO MIL and Scheduling Helix PMK Deposition

Mary:

Sorry for the delay in responding to your email below. I have now had a chance to speak with the folks at Helix regarding the "Project Monthly Equipment List" Ray Preitzel referred to during his deposition. This was an internal document produced by Helix's purchasing department to identify and inventory the Helix owned equipment on any given project at any given time. This list would include trucks and large tools that were assigned to the Project and would be sent to the project superintendent on a monthly basis. The superintendent would use the list to manage the equipment on the Project so he knew the whereabouts of all equipment for which he was responsible, but it was never used as a job costing function. As such, the List is generally not kept in Helix's project file as the superintendent discards the report each time it is updated. Helix has checked its job archives, but unfortunately, none of these monthly lists were archived, which is not surprising since they are normally not kept by the superintendent once the equipment is removed from the Project and accounted for. Helix also checked with its purchasing department to see if these reports could be re-generated, but unfortunately, they were generated on a program that is no longer utilized by Helix and therefore, the reports cannot be duplicated as that data was not carried over into the new program.

Sincerely,

Cary B. Domina, Esq.
PARTNER



NEVADA OFFICE: 3333 E. Serene Avenue - Suite 200 - Henderson - Nevada - 89074
NEVADA OFFICE PHONE: (702) 990-7272
NEVADA OFFICE FAX: (702) 990-7273

WASHINGTON OFFICE: 1215 Fourth Avenue - Suite 1235 - Seattle - Washington - 98161
WASHINGTON OFFICE PHONE: (206) 770-3339
WASHINGTON OFFICE FAX: (206) 770-3490

cdomina@peelbrimley.com
MOBILE: (702) 806-4744
URL www.peelbrimley.com



(Attorneys licensed to practice in: Nevada • Washington • California • Utah • Arizona • Hawaii • North Dakota • US Court of Federal Claims)



**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Business Court Matters

COURT MINUTES

June 21, 2019

A-16-730091-B Helix Electric of Nevada LLC, Plaintiff(s)
vs.
APCO Construction, Defendant(s)

June 21, 2019 3:00 AM Status Check

HEARD BY: Gonzalez, Elizabeth

COURTROOM: Chambers

COURT CLERK: Dulce Romea

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- COURT ORDERED, status check CONTINUED two weeks.

CONTINUED TO : 7/5/2019 (CHAMBERS)

CLERK'S NOTE: This Minute Order was electronically served by Courtroom Clerk, Nicole McDevitt, to all registered parties for Odyssey File & Serve. /nm 6/21/2019

A-16-730091-B Helix Electric of Nevada LLC, Plaintiff(s)
vs.
APCO Construction, Defendant(s)

July 05, 2019 03:00 AM Status Check: Court's Decision

HEARD BY: Gonzalez, Elizabeth COURTROOM: Chambers

COURT CLERK: Romea, Dulce

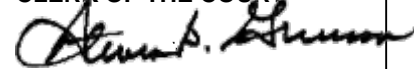
RECORDER:

REPORTER:

PARTIES PRESENT:

JOURNAL ENTRIES

See Findings of Fact and Conclusions of Law filed 7/8/19.



1 FFCL

2
3 **DISTRICT COURT**

4 **CLARK COUNTY, NEVADA**

5
6 HELIX ELECTRIC OF NEVADA, LLC, a
Nevada limited liability company,

7 Plaintiff,

8 v.

9
10 APCO CONSTRUCTION, a Nevada
corporation; SAFECO INSURANCE
11 COMPANY OF AMERICA; DOES I through
12 X; and BOE BONDING COMPANIES, I
through X,

13 Defendants.

Case No.: A-16-730091-C

Dept.: XI

14
15 ***FINDINGS OF FACT AND CONCLUSIONS OF LAW***

16 This matter having come on for non-jury trial before the Honorable Elizabeth Gonzalez
17 beginning on June 3, 2019, and continuing day to day, until its completion on June 5, 2019;
18 Plaintiff, HELIX ELECTRIC OF NEVADA, LLC ("Helix"), was represented by and through its
19 counsel, Cary B. Domina, Esq. and Ronald J. Cox, Esq. of the law firm of Peel Brimley LLP, and
20 Defendants, APCO CONSTRUCTION ("APCO") and SAFECO INSURANCE COMPANY OF
21 AMERICA ("Safeco"), were represented by and through their counsel, Randy Jefferies, Esq. of
22 Fennemore Craig; the Court having read and considered the pleadings filed by the parties; having
23 reviewed the evidence admitted during the trial; having heard and carefully considered the
24 testimony of the witnesses called to testify; having considered the oral and written arguments of
25 counsel, and with the intent of rendering a decision on all remaining claims before the Court,

RECEIVED

JUL 08 2019

CLERK OF THE COURT

23
JA3486

1 pursuant to NRCP 52(a) and 58;¹ the Court makes the following findings of fact and conclusions
2 of law:

3
4 FINDINGS OF FACT

5 1. In July 2011, APCO submitted a bid for the Craig Ranch Regional Park – Phase II
6 - Project No. 10294 (“Project”) to the City of North Las Vegas (“CNLV”). At that time, the
7 anticipated Project duration was approximately 550 calendar days.

8 2. Helix submitted a bid of approximately \$4,600,000 to APCO for the electrical
9 work required on the Project. Helix’s estimate assumed a Project duration of 550 days.

10 3. CNLV canceled the original solicitation and ultimately requested a second round
11 of bids in October 2011. Among other things, CNLV changed the duration of the Project from 18
12 months to 12 months.

13 4. On or about October 26, 2011, APCO submitted its second bid to CNLV for the
14 Project with a 12-month schedule.

15 5. CNLV issued its notice to proceed to APCO on January 11, 2012. APCO started
16 work on the Project on approximately January 16, 2012.

17 6. Helix mobilized its equipment and started work full time on or about February 20,
18 2012.

19 7. In the spring of 2012, APCO entered into a construction agreement (the “Prime
20 Contract”) with the CNLV in which APCO agreed to serve as the general contractor on the
21 Project.

22 8. Section 6.3.2 the General Conditions of the Prime Contract which are incorporated
23 into the Subcontract, states in part:

24
25
26
27 ¹ In the pretrial statement, the parties have stipulated that the Contract time was extended from January 2013
28 into November 2013 through no fault of either APCO or Helix.

1 [a]ll other claims notices for extra work shall be filed in writing to the Construction
2 Manager prior to the commencement of such work. Written notices shall use the words
3 "Notice of Potential Claim." Such Notice of Potential Claim shall state the circumstances
4 and all reasons for the claim, but need not state the amount.

5 9. After receiving the notice of proposed award, APCO agreed to contract terms with
6 Helix subject to certain specially negotiated terms modifying the form subcontract ("Helix
7 Addendum").

8 10. As part of the negotiation, APCO agreed to purchase certain materials totaling
9 \$2,248,248 as specified by Helix, which was to be removed from Helix's original proposed scope
10 and pricing.

11 11. Helix entered into an agreement with APCO to provide certain electrical related
12 labor, materials and equipment (the "Work") to the Project for the lump sum amount of
13 \$2,356,520.

14 12. On or about April 19, 2012, APCO and Helix entered into a formal subcontract for
15 the electrical work required on the Project (the "Subcontract").

16 13. Helix's Daily Reports, Certified Pay Roll Records and the Project Sign-in Sheets
17 establish that Helix started performing work for the Project as early as January 23, 2012, and
18 mobilized on the Project on or about February 28, 2012.

19 14. Pursuant to Exhibit "A" of the Subcontract, Helix was required to supply "all
20 labor, materials, tools, equipment, hoisting, forklift, supervision, management, permits and taxes
21 necessary to complete all of the scope of work" for the 'complete electrical package' for the
22 Project.
23

24 15. Section 6.5 contains a "no damage for delay" provision.

25
26 If Subcontractor shall be delayed in the performance of the Work by any act or neglect of
27 the Owner or Architect, or by agents or representatives of either, or by changes ordered in
28 the Work, or by fire, unavoidable casualties, national emergency, or by any cause other
that [SIC] the intentional Interference of Contractor, Subcontractor shall be entitled, as
Subcontractor's exclusive remedy, to an extension of time reasonably necessary to

1 compensate for the time lost due to the delay, but only if Subcontractor shall notify
2 Contractor in writing within twenty four (24) hours after such occurrences, and only if
3 Contractor shall be granted such time extension by Owner.

4 This clause was not modified by the Helix Addendum.

5 16. Section 6.7 of the Subcontract provided in pertinent part:

6 Contractor shall not be liable to Subcontractor for delays caused by reason of fire or other
7 casualty, or on account of riots, strikes, labor trouble, terrorism, acts of God, cataclysmic
8 event, or by reason of any other event or cause beyond Contractor's control, or
9 contributed to by Subcontractor.

10 Section 6.7 was not modified by the Helix Addendum.

11 17. The Parties Contract requires proof of actual cost increase. Section 7.1—which
12 was unchanged by the Helix Addendum—provides:

13 Contractor may order or direct changes, additions, deletions or other revisions in the
14 Subcontract work without invalidating the Subcontract. No changes, additions, deletions,
15 or other revisions to the Subcontract shall be valid unless made in writing. Subcontractor
16 markup shall be limited to that stated in the contract documents in addition to the
17 direct/actual on-site cost of the work, however, no profit and overhead markup on
18 overtime shall be allowed.

19 18. Section 7.2 as modified by the Helix Addendum, provided:

20 Subcontractor, prior to the commencement of such changed or revised work, shall submit,
21 (within 5 days of Contractor's written request) to Contractor, written copies of the
22 breakdown of cost or credit proposal, including work schedule revisions, for changes,
23 additions, deletions, or other revisions in a manner consistent with the Contract
24 Documents. Contractor shall not be liable to Subcontractor for a greater sum, or
25 additional time extensions, than Contractor obtains from Owner for such additional work.

26 19. The parties negotiated additional language that was included in Section 6 by the
27 Helix Addendum:

28 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.

20. Section 4.4 of the Subcontract—as amended by the Helix Addendum provides:

1 Progress payments will be made by Contractor to Subcontractor within 10 calendar days
2 after Contractor actually receives payment for Subcontractor's work from Owner. The
3 progress payment to Subcontractor shall be one hundred percent (100%) of the value of
4 Subcontract work completed (less 10% retention) during the preceding month as
5 determined by the Owner, less such other amounts as Contractor shall determine as being
6 properly withheld as allowed under this Article or as provided elsewhere in this
7 Subcontract. The estimates of Owner as to the amount of Work completed by
8 Subcontractor shall be binding upon Contractor and Subcontractor and shall conclusively
9 establish the amount of Work performed by Subcontractor. As a condition precedent to
10 receiving partial payments from Contractor for Work performed, Subcontractor shall
11 execute and deliver to Contractor, with its application for payment, a full and complete
12 release (Forms attached) of all claims and causes of action Subcontractor may have
13 against Contractor and Owner through the date of the execution of said release, save and
14 except those claims specifically listed on said release and described in a manner sufficient
15 for Contractor to identify such claim or claims with certainty. Upon the request of
16 Contractor, Subcontractor shall provide an Unconditional Waiver of Release in form
17 required by Contractor for any previous payment made to Subcontractor. Any payments
18 to Subcontractor shall be conditioned upon receipt of the actual payments by Contractor
19 from Owner. Subcontractor herein agrees to assume the same risk that the Owner may
20 become insolvent that Contractor has assumed by entering into the Prime Contract with
21 the Owner per NRS Statutes.

22 21. The Subcontract also incorporated the Prime Contract, which included the claim
23 procedures set forth in the Contract.

24 22. Helix assigned Kurk Williams as its Project Manager. Williams never signed in
25 using APCO's sign in sheets that were maintained at the Project site. By his own admission,
26 Williams' time devoted to the Project was not accurately tracked in Helix's certified payroll
27 reports, only Helix's job cost report.

28 23. Richard Clement was Helix's Project Superintendent. Clement was on site
occasionally and signed in with APCO at the Project twice during 2012.

24 24. Clement did not work on the Project between June 11, 2012 and September 26,
25 2012. Clement only worked two weeks on the Project from September 27, 2012 to October 7,
26 2012. Clement did not work on the Project from October 8, 2012 through January 20, 2013. In
27 all of 2013, which was the extended Project time, Clement only worked 32 hours during the week
28 ending January 27, 2013.

1 25. In late January 2013, Helix assigned Clement to another project and designated
2 Rainer Prietzel, Helix's Foreman to oversee work in the field, as the new Project Superintendent
3 and foreman.

4 26. According to the Labor Commissioner, and OSHA regulations, Helix must always
5 have a project superintendent on site at all times during the Project.
6

7 27. From January 2013 to May 2013, Helix typically had a three to five man crew on
8 the Project.

9 28. In early May 2013, with the exception of a few days, Prietzel was the only Helix
10 employee on the Project, and he split his time as the Project Superintendent and self-performing
11 contract and change order work on the Project.

12 29. Prietzel remained the Project Superintendent until the end of the Project in mid-
13 October 2013.
14

15 30. Helix's original line item for its general conditions, as reflected in its pay
16 application, was \$108,040 on a Subcontract price of \$2,380,085, which represents 4.5%.

17 31. The Project encountered significant delays and was not substantially completed
18 until October 25, 2013, thus resulting in Helix claiming approximately, \$138,000 in additional
19 extended overhead costs.

20 32. The project was never abandoned by CNLV.
21

22 33. Prior to the original project completion date passing, on January 9, 2013, APCO
23 submitted its first request for an extension of time to CNLV. APCO submitted its Time Impact
24 Analysis #1 ("TIA #1") to CNLV where it sought extended general conditions and home office
25 overhead of \$418,059 (\$266,229 for general conditions and \$151,830 for home office overhead).

26 34. Helix first notified APCO in writing that it would be asserting a claim for extended
27 overhead costs on January 28, 2013 and reserved its rights to submit a claim for "all additional
28

1 costs incurred due to scheduled delays for this project” (the “Claim”).

2 35. As of May 9, 2013, CNLV had not made a decision on APCO’s TIA #1.

3 36. On May 9, 2013, APCO submitted a revised Time Impact Analysis (“TIA #2”) to
4 CNLV seeking an additional five (5) months of compensation for general conditions and home
5 office overhead, among other claims, for a total delay claim of nine (9) months.
6

7 37. As part of TIA #2, APCO submitted Change Order Request No. 39.1 to CNLV
8 seeking compensation of \$752,499 for its extended general conditions and home office overhead
9 (\$479,205 for general conditions and \$273,294 for home office overhead).

10 38. This represented approximately seventy percent (70%) of APCO’s \$1,090,066.50
11 total claim against CNLV for the 9-month delay to the Project.
12

13 39. APCO’s claim did not include any amounts for its subcontractors, and APCO
14 acknowledges that as a company policy, it does not include its subcontractors’ claims with its
15 own claims.

16 40. Through no fault of APCO, Helix did not take delivery of various light poles and
17 related equipment until approximately January 30, 2013.

18 41. On June 19, 2013, APCO and Helix exchanged emails regarding various Project
19 issues, including Helix’s delay rates. APCO confirmed that if Helix submitted a request for
20 compensation that it would be forwarded to CNLV.
21

22 42. On June 19, 2013 Helix provided a supplemental notice of claim but did not
23 provide any back up to support its daily rates or the impacts alleged to be attributed to the delay.
24 At that time, Helix still only had Prietzel working on site.

25 43. On June 21, 2013 Helix and APCO exchanged emails related to the support for
26 Helix’s claimed costs, with APCO noting that a project manager was considered home office
27 overhead. Helix indicated that its job cost reports would reflect the actual costs for the extended
28

1 overhead.

2 44. In June 2013, Helix realized the Project was still several months away from being
3 completed. According to Helix's June 19 letter entitled "Extended overhead cost", Helix's cost
4 for extended overhead was \$640/day.

5 45. The \$640/day cost is comprised of (1) \$260 for the Project Manager; (2) \$280 for
6 the Superintendent; (3) \$25 for the site trailer; (4) \$5 for the Connex box; (5) \$25 for the forklift;
7 and (6) \$45 for the truck.

8 46. The email that accompanied Helix's June 19, 2013 letter advised APCO that to
9 date, Helix's Claim totaled \$72,960, but that Helix's Claim would increase for each day the
10 Project continued past the original completion date.

11 47. Also on June 19, 2013, APCO informed Helix, by way of an email, that it "is in
12 the process of presenting CNLV with a Time Impact Analysis containing facts as to why the
13 additional costs should be paid." APCO had submitted TIA #2 to CNLV on May 9, 2013, six
14 weeks prior to this email.

15 48. In the email, APCO further advised Helix that "[o]nce we fight the battle, and
16 hopefully come out successfully, this will open the door for Helix...to present their case for the
17 same."

18 49. While APCO notified Helix that it would forward to CNLV any letter Helix
19 provided regarding its claim for extended overhead costs, APCO did not inform Helix that it
20 needed Helix's Claim immediately so it could include it with APCO's claim to CNLV. Indeed,
21 according to APCO, it would first "fight that battle, and hopefully come out successfully..."
22 which would only then "open the door for Helix...to present their case..."

23 50. On August 27, 2013, despite the fact that the Project was still ongoing, Helix
24 furnished APCO with its first invoice for its Claim in the amount of \$102,400, which constituted
25
26
27
28

1 32 weeks of extended overhead costs incurred between January 13, 2013, and August 30, 2013
2 (or 160 business days).

3 51. Helix's invoice identified an extended overhead cost of \$640/day for 32 weeks,
4 which had been provided to APCO in June 2013.

5 52. From May 6, 2013 through November 6, 2013, Prietzel was the only Helix person
6 on site. Prietzel confirmed that during that time period he was either working on completing
7 original Subcontract work for which Helix would be paid or change order work that was
8 acknowledged and paid by APCO and CNLV.

9 53. During construction, CNLV made changes or otherwise caused issues that
10 impacted Helix. In those instances, Helix submitted a request for additional compensation and
11 CNLV issued APCO change orders that compensated Helix for the related impacts. During the
12 extended Contract time, CNLV issued eleven change orders that resulted in additional
13 compensation to Helix through the Subcontract. Helix's pricing for the change orders included a
14 10% markup on materials and a 15% markup on labor to cover Helix's overhead.

15 54. APCO submitted Change Order Request No. 68 ("COR 68") to CNLV on
16 September 9, 2013, requesting compensation for Helix's Claim.

17 55. On September 16, 2013, CNLV rejected the COR 68 stating, "This COR is
18 REJECTED. The City of North Las Vegas does not have a contract with Helix Electric."

19 56. CNLV stated that it did not reject COR 68 for lack of backup or untimeliness.

20 57. The Construction Manager for CNLV during the Project, Joemel Llamado,
21 testified that the only reason he rejected Helix's Claim was because CNLV did not have a
22 contract with Helix. APCO should have included Helix's Claim in its own claim to CNLV since
23 Helix's Subcontract was with APCO, not CNLV.

24 58. Llamado did not look at the merits of the Claim because the Claim should have
25
26
27
28

1 been included with APCO's claim.

2 59. APCO informed Helix that CNLV rejected COR 68 because of lack of backup
3 documentation.

4 60. On October 2, 2013, CNLV issued its decision on APCO's request for additional
5 time and compensation. CNLV determined that the time period from January 11, 2013 to May
6 10, 2013 was an excusable but not compensable delay. APCO was not charged liquidated
7 damages, but also was not provided compensation from January thru May 10, 2013. CNLV did
8 confirm that it would pay APCO \$560,724.16 for the delay from May 10, 2013 to October 25,
9 2013. APCO accepted that determination on or about October 10, 2013.

10 61. On October 3, 2013, APCO sent Helix a letter requesting additional back-up
11 documentation for the Claim so it could resubmit the Claim to CNLV.

12 62. That letter states in relevant part:

13
14 Attached is your invoice of August 27, 2013 in the amount of \$102,400. At this time
15 APCO has not received any back-up documentation to undo the previous formal rejection
16 made by the City of North Las Vegas. If you want APCO to re-submit your request,
17 please provide appropriate back-up for review.

18 63. On October 2, 2013, CNLV and APCO entered into a settlement agreement
19 through which CNLV agreed to pay APCO \$560,724.16 for its claim submitted under TIA #2,
20 including APCO's claim for added overhead and general conditions it incurred as a result of the
21 nine-month delay to the Project.

22 64. According to that settlement agreement, APCO agreed to "forgo any claims for
23 delays, disruptions, general conditions and overtime costs associated with the weekend work
24 previously performed...and for any other claim, present or future, that may occur on the project.

25 65. APCO did not notify Helix that it had entered into this settlement agreement.

26 66. Llamado's position was that the settlement agreement resolved any and all claims
27 between CNLV and APCO for the nine-month delay to the Project, including any claims APCO's
28

1 subcontractors might have.²

2 67. Pursuant to this settlement agreement, CNLV issued Change Order No. 50 to
3 APCO and agreed to pay APCO \$560,724.16 for the added overhead and general conditions it
4 incurred as a result of the extended project completion date.

5 68. On October 3, 2013, APCO transmitted to Helix CNLV's rejection of its invoice
6 for extended overhead.

7
8 69. Near the end of the Project in October 2013, Pelan, notified Helix, that Helix could
9 not include the Claim for extended overhead in Helix's pay application for retention because
10 CNLV would not release the retention on the Project if there were outstanding Claims on the
11 Project.

12 70. In compliance with Pelan's instructions, on October 18, 2013, Helix submitted its
13 Pay Application for Retention only in the amount of \$105,677.01 and identified it as Pay
14 Application No. 161113-002 (the "Retention Pay App").

15
16 71. On October 18, 2013, Helix submitted its pay application for the time period up
17 through October 30, 2013. At that time, Helix billed its general conditions line item at 100%.

18 72. On October 18, 2013, Helix submitted its pay application for the release of
19 retention. As with prior pay applications, Helix enclosed a conditional waiver. The release was
20 conditioned on APCO issuing a final payment in the amount of \$105,677.01 and expressly
21 confirmed that there were "zero" claims outstanding. Helix signed and provided that release to
22 APCO after receiving CNLV's rejection of its extended overhead invoice.

23
24 73. Helix also provided to APCO a "Conditional Waiver and Release Upon Final
25 Payment" (the "Conditional Waiver") for the Retention Pay App only (i.e. Pay App No. 161113-

26
27 ² Joe Pelan, the Contract Manager for APCO, disagreed with this position, but APCO and Helix did not test it
28 through the claims process provided in the Prime Contract.

1 002).

2 74. Helix indicated in the Conditional Waiver that there was no "Disputed Claim
3 Amount" relating to the Retention Pay App.

4 75. Helix takes the position that the Conditional Waiver was not intended to release
5 Helix's Claim.

6 76. The evidence presented at trial of the circumstances surrounding the execution of
7 the Conditional Waiver do not support Helix's waiver of the Claim.

8 77. It took APCO more than a year to pay Helix for its Retention Pay App, during
9 which time, Helix made it clear to APCO that it would continue pursuing its Claim.

10 78. Between October 2013 and the end of October 2014 when APCO finally paid
11 Helix its retention, APCO forwarded Helix's Claim to CNLV on two separate occasions and
12 received multiple written notices from Helix that it maintained its Claim against APCO.

13 79. The project was substantially completed on October 25, 2013.

14 80. On October 31, 2013, in order to account for certain overhead items that were
15 omitted from the original Claim, Helix: (i) increased its Claim from \$102,400 to \$111,847; (ii)
16 resubmitted its Invoice to APCO; and (iii) provided additional backup information and
17 documents. Included with the revised invoice was a monthly breakdown of Helix's Claim from
18 January to August, which included the following categories of damages: (1) Project Manager; (2)
19 Project Engineer; (3) Superintendent; (4) Site trucks; (5) Project Fuel; (6) Site Trailer; (7) Wire
20 Trailer; (8) Office supplies; (9) Storage Connex boxes; (10) forklifts; (11) small tools; and (12)
21 consumables. According to the summary of the Claim, Helix charged the Project 4-hours a day
22 for its Project Manager, Kurk Williams at \$65/hour, and 4-hours a day for its Superintendent, Ray
23 Prietzel at \$70/day.

24 81. On or about November 5, 2013, three weeks after APCO received Helix's
25
26
27
28

1 Retention Pay App and Conditional Waiver, APCO submitted a revised COR 68 (68.1) to CNLV
2 seeking a total of \$111,847 for Helix's Claim.

3 82. Had APCO believed Helix's Conditional Waiver for the Retention Pay App
4 (received on October 18, 2013) waived any and all claims Helix had on the Project, including its
5 Claim for extended overhead, APCO would not have submitted revised COR 68.1 to CNLV three
6 weeks after receiving Helix's Conditional Waiver.
7

8 83. On November 18, 2013, CNLV again rejected the Change Order Request stating,
9 "This is the 2nd COR for Helix Electric's extended overhead submittal. The 1st one was submitted
10 on Sept. 9, 2013 and Rejected on Sept. 16, 2013. This submittal dated Nov. 5, 2013 is
11 REJECTED on Nov. 13, 2013."

12 84. Llamado's second rejection had nothing to do with lack of backup documents or
13 untimeliness and was rejected simply because APCO should have included Helix's Claim under
14 its own claim to CNLV.
15

16 85. By this time, APCO had already settled with CNLV to receive payment for its own
17 extended overhead costs, and in doing so, waived and released any further claims against CNLV,
18 including Helix's Claim.
19

20 86. As Helix had previously informed APCO it would, on or about November 13,
21 2013, Helix submitted to APCO another invoice including backup in the amount of \$26,304
22 accounting for the extended overhead costs for September and October ("COR 93").

23 87. APCO confirmed to Helix's Kurk Williams that there would be no APCO
24 approval unless and until CNLV approved Helix's request.

25 88. CNLV rejected COR 93.

26 89. By submitting COR 93 to CNLV on November 13, 2013, APCO once again
27 acknowledged that it knew Helix's Conditional Waiver submitted on October 18, 2013 related to
28

1 the Retention Pay App only, and did not waive Helix's Claim for extended overhead.

2 90. If APCO believed the Conditional Waiver released Helix's Claim, APCO would
3 not have continued to submit Helix's Claim to CNLV.

4 91. On January 28, 2014, APCO sent Helix's Victor Fuchs and Bob Johnson an email
5 confirming that he was meeting with CNLV to discuss the remaining change order issues on
6 February 4, 2014. Pelan testified that, CNLV advised APCO that it was rejecting Helix's claim
7 because it had no merit and Helix only had one person on the Project while completing Helix's
8 contract work in 2013. Pelan reported CNLV's position to Helix.³

9 92. The Subcontract incorporated APCO's prime contract with CNLV in Section 1.1,
10 which sets forth CNLV's claims procedure for requests for payment that are escalated to claims.
11 Helix did not request that APCO initiate these proceedings on its behalf regarding the claim for
12 extended overhead.

13 93. On March 31, 2014, CNLV and APCO agreed that there would be no further
14 COR's submitted on the Project.

15 94. On April 16, 2014, Helix's Victor Fuchs threatened to convert the outstanding
16 issues into a claim if Helix's retention was not released per its pay application and release that
17 were submitted on October 18, 2013.

18 95. APCO admitted that on June 10, 2014, it received final retention from CNLV.

19 96. However, because APCO had not paid Helix its Retention or its Claim, Helix sent
20 APCO another demand for payment on September 26, 2014, seeking payment for both its
21 Retention and the Claim.

22 97. CNLV issued the formal notice of completion of the project on July 8, 2014.

23 ³ While the Court finds Pelan's testimony on this issue credible, the testimony of Llamado
24 differs.
25
26
27
28

1 98. On October 21, 2014, APCO issued check number 1473 in the amount of
2 \$105,679, which represented final payment of Helix's retention, in accordance with the October
3 18, 2013 retention billing and related final release.⁴

4 99. On October 29, 2014, APCO sent Helix an email requesting that it sign a new
5 Conditional Waiver and Release Upon Final Payment which included Helix's Retention only, but
6 did not include any disputed amount for the Claim.
7

8 100. Attached to that email was a copy of the Retention Check APCO informed Helix it
9 could pickup once it received the new executed Conditional Release.

10 101. Upon receiving the new Conditional Waiver and before picking up the Retention
11 Check, Helix notified APCO that it was not going to sign the new Conditional Waiver without
12 reserving a right to its Claim.
13

14 102. APCO invited Helix to revise the new Conditional Waiver as it saw fit, and Helix
15 provided an unsigned copy of it seeking full payment of the Claim and the Retention for a total
16 amount of \$243,830.

17 103. APCO declined to pay the Claim, and after additional discussions between Helix
18 and APCO, it was decided that Helix would exchange for the Retention Check an Unconditional
19 Waiver and Release Upon Final Payment seeking payment of \$105,679 for Retention, and
20 reserving as its Disputed Claim, \$138,151.
21

22 104. As part of the "Disputed Claim" field, Helix referenced additional correspondence
23 which it had incorporated into the Unconditional Waiver and Release.

24 105. Helix included a letter dated October 30, 2014 clarifying that while it was
25 demanding its retention payment, it was also seeking payment for its Claim in the amount of
26

27 ⁴ Because of this lengthy delay in payment, Helix is entitled to interest on the retention amount under NRS
28 338.

1 \$138,151 for which it also provided a final invoice.

2 106. In one such email, Helix writes, "Joe, please accept this email as a 30 day
3 extension of time for the execution of [the] promissory note attached...In good faith we [are]
4 extending this time per your request, so you can come up with an arrangement to repay the
5 outstanding amount that is past due."
6

7 107. APCO never executed the Promissory Note or paid Helix its Claim.

8 108. On October 29, 2014, APCO tendered the check and another signed release for
9 final payment. That release mirrored the one that Helix submitted in October 2013.

10 109. On October 29, 2014, Helix's Victor Fuchs sent an email to Pelan stating: "this is
11 not going to work." Pelan responded that same day stating: "Victor, make changes for me to
12 approve. Thanks."
13

14 110. On October 18, 2013, the Senior Vice President of Helix, Robert D. Johnson,
15 signed a "Conditional Waiver and Release Upon Final Payment".

16 111. Helix received the funds on October 29, 2014.

17 112. On October 30, 2014, the day after negotiating the final payment check, Helix
18 tendered a signed final lien release that purported to reserve Helix's extended overhead invoices
19 in the amount of \$138,151.
20

21 113. Helix has established how certain of its costs increased due to the extended time
22 on the Project given its demobilization and reduction in crew size. Prietzel was the only person
23 on site after May 6, 2013 and he was completing base Subcontract work and change order work
24 that was paid by CNLV.

25 114. After weighing the testimony of the witnesses and a review of the admitted
26 documents, the Court finds, that the delay was not so unreasonable to amount to abandonment
27
28

1 and that therefore the provision limiting damages after a delay does not permit the recovery of
2 extended general conditions.

3 115. Since CNLV determined that the delays through May 13, 2013 were not
4 compensable, the only time period that APCO recovered payment for its delay costs was May 13,
5 2013 through October 13, 2013. During that same compensable time period, Helix's reasonable
6 costs totaled \$43,992.39.⁵ Although Helix was earning revenue and being paid during the time
7 period for the Work and certain approved change orders, APCO by its settlement with CNLV,
8 impaired Helix's ability to pursue the Claim.
9

10 116. Helix has supported its claim for certain additional costs. As Prietzel was paid for
11 his time on site under the approved change orders the claimed expense for acting as a
12 superintendent (supervising only himself) is not appropriate.
13

14 117. After weighing the testimony of the witnesses and a review of the admitted
15 documents, the Court finds, Helix has established that it suffered damages as a result of the delay
16 in project completion in the amount of \$43,992.39.

17 118. If any findings of fact are properly conclusions of law, they shall be treated as if
18 appropriately identified and designated.
19

20 CONCLUSIONS OF LAW

- 21 1. The Subcontract was a valid contract between Helix and APCO.

22
23 ⁵ The Court has utilized the summary used as D5 during the trial with the deletion of the line item
"Superintendent". Those totals for the compensable months with that modification are:

24 May 13	\$8501.05
25 June 13	\$7124.90
26 July 13	\$8270.69
27 August 13	\$6785.04
28 September 13	\$6170.56
October 13	\$7140.15
TOTAL	\$43992.39

1 2. The Court finds that the Conditional Waiver Helix submitted to APCO on or about
2 October 2013 did not constitute a waiver of Helix's Claim.

3 3. APCO's own conduct establishes that it knew Helix was not waiving its Claim as
4 it continued to submit Helix's Claim to CNLV after receiving the Conditional Waiver.

5 4. Helix provided sufficient evidence establishing that it incurred damages as a result
6 of the Project schedule extending nine months past its original completion date.

7 5. APCO had a duty to include Helix's Claim in its own claim to CNLV or otherwise
8 preserve the Claim when it settled, which it failed to do.

9 6. APCO's internal policy and decision to keep Helix's Claim separate from its own
10 claim impaired Helix's ability to pursue the Claim.

11 7. When APCO entered into the settlement agreement with CNLV on October 3,
12 2013 without Helix's knowledge, CNLV took the position that APCO waived and released any
13 and all claims arising from the nine month Project delay, including Helix's Claim.

14 8. In every contract, there is an implied covenant of good faith and fair dealing.

15 9. APCO's impairment of Helix's Claim constitutes a breach of the covenant of good
16 faith and fair dealing implied in the Subcontract.

17 10. APCO breached the covenant of good faith and fair dealing when it, without
18 notifying Helix, settled its claim with CNLV for extended general conditions, impairing Helix
19 from pursuing any pass-through claims to CNLV for its Claim, but continued to submit Helix's
20 Claim to CNLV knowing that CNLV rejected it because it had no contractual privity with Helix,
21 and now APCO had released any and all claims against CNLV.

22 11. Helix is entitled to judgment against APCO under its claim for Breach of Implied
23 Covenant of Good Faith and Fair Dealing and its damages are the damages it has established for
24

1 in the amount of \$43,992.39.⁶

2 12. Because the Project was a public works project, it was governed under NRS
3 Chapter 338.

4 13. Under NRS 338.490, a conditional waiver and release can only release payments
5 for work which is the subject of the payment application to which the wavier and release
6 corresponds.
7

8 14. The Conditional Waiver Helix provided APCO on October 18, 2013, was for
9 retention only and expressly referred to the Retention Pay App (Pay Application No. 161113-022)
10 which sought retention only.

11 15. The Retention Pay App did not include Helix's Claim.

12 16. Therefore, because by statute, the Conditional Waiver can only release work that is
13 the subject of the Retention Pay App, it did not constitute a waiver and release of Helix's Claim.
14

15 17. NRS 338.565 states in relevant part:

16 If a contractor makes payment to a subcontractor or supplier more
17 than 10 days after the occurrence of any of the following acts or
18 omissions: (a) the contractor fails to pay his or her subcontractor or
19 supplier in accordance with the provisions of subsection 1 of NRS
20 338.550...the contractor shall pay to the subcontractor or supplier,
21 in addition to the entire amount of the progress bill or the retainage
22 bill or any portion thereof, interest from the 10th day on the amount
23 delayed, at a rate equal to the lowest daily prime rate...plus 2
24 percent, until payment is made to the subcontractor or supplier.

25 18. NRS 338.550(1) required APCO to pay Helix its retention within 10 days of
26 receiving its retention payment from CNLV.
27

28 ⁶ The Court has not awarded separate damages for the breach of contract claim as those would be duplicative of this award.

1 19. APCO admits it received its retention payment from CNLV on June 10, 2014, yet
2 it did not pay Helix its retention until October 30, 2014, more than four months later and in
3 violation of NRS 338.550(1).

4 20. APCO was required to pay Helix its retention amount of \$105,677.01, in addition
5 to interest at the rate of prime plus 2 percent from June 10, 2014 through October 30, 2014.
6 APCO failed to do so.

7 21. After providing APCO with the Conditional Waiver, Helix incurred additional
8 damages that could not be waived by way of the Conditional Waiver (i.e. the interest on its
9 wrongfully withheld retention).

10 22. On June 10, 2014, APCO received final retention from CNLV.

11 23. APCO failed to pay Helix its retention in the amount of \$105,679 until October 29,
12 2014.

13 24. Pursuant to NRS 338.550(1), APCO was required to pay Helix its retention no
14 later than June 21, 2014.

15 25. As a result of APCO's failure, and pursuant to NRS 338.565(1), APCO is required
16 to pay Helix interest on \$105,677.01 from June 22, 2014 through October 28, 2014, at a rate of
17 5.25% for a total of \$1,960.85.

18 26. Even if the pay-if-paid clause was enforceable, APCO cannot rely upon it to shield
19 itself from liability to Helix when its decision to submit Helix's Claim separately from its claim
20 led to CNLV rejecting Helix's Claim, and APCO's settlement with CNLV forever barred APCO
21 from receiving payment from CNLV for Helix's Claim.

22 27. To the extent the delays were caused by CNLV, APCO is still liable to Helix since
23 it impaired those claims in contradiction to NRS 624.628(3)(c) by entering into a settlement
24 agreement with CNLV on October 2, 2013.

1 28. Because this Court has found APCO breached the Subcontract and breached the
2 covenant of good faith and fair dealing, Helix is entitled to judgment against Safeco and the
3 Payment Bond as well.

4 29. NRS 339.025(1)(b) provides the following:

5
6 1. Before any contract,..., exceeding \$100,000 for any project
7 for the new construction, repair or reconstruction of any public
8 building or other public work or public improvement of any
9 contracting body is awarded to any contractor, the contractor shall
furnish to the contracting body the following bonds which become
binding upon the award of the contract to the contractor;

10 a.

11 b. A payment bond in an amount to be fixed by the
12 contracting body, but not less than 50 percent of the contract
13 amount, conditioned upon the faithful performance of the
14 contract in accordance with the plans, specifications and
15 conditions of the contract. The bond must be solely for the
protection of claimants supplying labor or materials to the
contractor to whom the contract was awarded, or to any of his
or her subcontractors, in the prosecution of the work provided
for in such contract.

16 30. NRS 339.035(1) provides:

17 ...any claimant who has performed labor or furnished material in
18 the prosecution of the work provided for in any contract for which
19 a payment bond has been given pursuant to the provisions of
20 subsection 1 of NRS 339.025, and who has not been paid in full
21 before the expiration of 90 days after the date on which the
22 claimant performed the last of such labor or furnished the last of
23 such materials for which the claimant claims payment, may bring
an action on such payment bond in his or her own name to recover
any amount due the claimant for such labor or material, and may
prosecute such action to final judgment and have execution on the
judgment.

24 31. SAFECO issued a Labor and Material Payment Bond, Bond No. 024043470,
25 wherein APCO is the principal and SAFECO is the surety.

26 32. Helix provided Work to the Project and remains unpaid for the same.

27 33. Therefore, Helix is a claimant against the Bond and may execute a judgment
28

1 against the same.

2 34. Section 20.5 of the Subcontract provides that “ [i]n the event either party employs
3 an attorney to institute a lawsuit or to demand arbitration for any cause arising out of the
4 Subcontract Work or the Subcontract, or any of the Contract Documents, the prevailing party
5 shall be entitled to all costs, attorney’s fees and any other reasonable expenses incurred therein.”
6

7 35. This provision was not modified by the Helix Addendum.

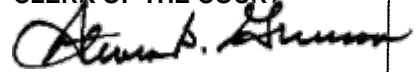
8 36. The Court finds that Helix is the prevailing party and is entitled to an award of its
9 attorneys’ fees and costs.

10 37. If any conclusions of law are properly findings of fact, they shall be treated as if
11 appropriately identified and designated.

12 Based upon the foregoing Findings of Fact and Conclusions of Law **IT IS HEREBY**
13 **ORDERED, ADJUDGED AND DECREED** as follows:
14

- 15 1. **IT IS HEREBY ORDERED** that, as to Plaintiff’s Claim for Breach of Contract
16 against APCO, this Court finds in favor of Plaintiff but as the Claim was impaired
17 awards damages under the Breach of the Implied Covenant of Good Faith and
18 Fair Dealing, rather than awarding duplicative damages;
- 19 2. **IT IS FURTHER ORDERED** that, as to Plaintiff’s Claim for Breach of the
20 Implied Covenant of Good Faith and Fair Dealing against APCO, this Court finds
21 in favor of Plaintiff and awards damages in the amount of \$43,992.39 together
22 with interest as provided by law and taxable costs of suit;
- 23 3. **IT IS FURTHER ORDERED** that, as to Plaintiff’s Claim for violations of NRS
24 338 against APCO, this Court finds in favor of Plaintiff in the amount of
25 \$1,960.85;⁷
26
27

28 ⁷ These damages are in addition to those awarded under the claim of Breach of the Implied Covenant of Good



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16 *Attorneys for Plaintiff*
17 *HELIX ELECTRIC OF NEVADA, LLC*

18 **DISTRICT COURT**
19 **CLARK COUNTY, NEVADA**

20 HELIX ELECTRIC OF NEVADA, LLC, a
21 Nevada limited liability company,

22 Plaintiff,

23 vs.

24 APCO CONSTRUCTION, a Nevada corporation;
25 SAFECO INSURANCE COMPANY OF
26 AMERICA; DOES I through X; and BOE
27 BONDING COMPANIES I through X,

28 Defendants.

CASE NO. : A-16-730091-C
DEPT. NO. : XI

**NOTICE OF ENTRY OF FINDINGS
OF FACT AND CONCLUSIONS OF
LAW AND ORDER**

///

///

///

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**NOTICE OF ENTRY OF FINDINGS
OF FACT AND CONCLUSIONS OF LAW AND ORDER**

PLEASE TAKE NOTICE that the **FINDINGS OF FACT AND CONCLUSIONS OF
LAW AND ORDER** was filed on **July 8, 2019**, a copy of which is attached as Exhibit 1.

Dated this 10th day of July, 2019.

PEEL BRIMLEY LLP



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CERTIFICATE OF SERVICE

Pursuant to Nev. R. Civ. P. 5(b), I certify that I am an employee of **PEEL BRIMLEY, LLP**, and that on this 10th day of July, 2019, I caused the above and foregoing document, **NOTICE OF ENTRY OF FINDINGS OF FACT AND CONCLUSIONS OF LAW AND ORDER**, to be served as follows:

- ☐ by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada; and/or
- ☒ pursuant to NEFCR 9, upon all registered parties via the Court's electronic filing system;
- ☐ pursuant to EDCR 7.26, to be sent **via facsimile**;
- ☐ to be hand-delivered; and/or
- ☐ other _____

to the attorney(s) and/or party(ies) listed below at the address and/or facsimile number indicated below:

Attorneys for APCO Construction and Safeco Insurance Co.

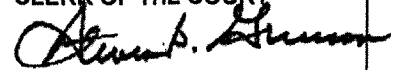
John Randall Jefferies, Esq. (rjefferies@fclaw.com)

Brandi M. Planet, Esq. (bplanet@fclaw.com)



An employee of **PEEL BRIMLEY, LLP**

EXHIBIT 1



1 FFCL

2
3 DISTRICT COURT

4 CLARK COUNTY, NEVADA

5 HELIX ELECTRIC OF NEVADA, LLC, a
6 Nevada limited liability company,

7 Plaintiff,

8 v.

9
10 APCO CONSTRUCTION, a Nevada
11 corporation; SAFECO INSURANCE
12 COMPANY OF AMERICA; DOES I through
13 X; and BOE BONDING COMPANIES, I
14 through X,

15 Defendants.

Case No.: A-16-730091-C

Dept.: XI

16 **FINDINGS OF FACT AND CONCLUSIONS OF LAW**

17 This matter having come on for non-jury trial before the Honorable Elizabeth Gonzalez
18 beginning on June 3, 2019, and continuing day to day, until its completion on June 5, 2019;
19 Plaintiff, HELIX ELECTRIC OF NEVADA, LLC ("Helix"), was represented by and through its
20 counsel, Cary B. Domina, Esq. and Ronald J. Cox, Esq. of the law firm of Peel Brimley LLP, and
21 Defendants, APCO CONSTRUCTION ("APCO") and SAFECO INSURANCE COMPANY OF
22 AMERICA ("Safeco"), were represented by and through their counsel, Randy Jefferies, Esq. of
23 Fennemore Craig; the Court having read and considered the pleadings filed by the parties; having
24 reviewed the evidence admitted during the trial; having heard and carefully considered the
25 testimony of the witnesses called to testify; having considered the oral and written arguments of
26 counsel, and with the intent of rendering a decision on all remaining claims before the Court,

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JUL 08 2019

CLERK OF THE COURT

JA3513

23

1 pursuant to NRCP 52(a) and 58;¹ the Court makes the following findings of fact and conclusions
2 of law:

3
4 FINDINGS OF FACT

5 1. In July 2011, APCO submitted a bid for the Craig Ranch Regional Park – Phase II
6 - Project No. 10294 (“Project”) to the City of North Las Vegas (“CNLV”). At that time, the
7 anticipated Project duration was approximately 550 calendar days.

8 2. Helix submitted a bid of approximately \$4,600,000 to APCO for the electrical
9 work required on the Project. Helix’s estimate assumed a Project duration of 550 days.

10 3. CNLV canceled the original solicitation and ultimately requested a second round
11 of bids in October 2011. Among other things, CNLV changed the duration of the Project from 18
12 months to 12 months.

13 4. On or about October 26, 2011, APCO submitted its second bid to CNLV for the
14 Project with a 12-month schedule.

15 5. CNLV issued its notice to proceed to APCO on January 11, 2012. APCO started
16 work on the Project on approximately January 16, 2012.

17 6. Helix mobilized its equipment and started work full time on or about February 20,
18 2012.

19 7. In the spring of 2012, APCO entered into a construction agreement (the “Prime
20 Contract”) with the CNLV in which APCO agreed to serve as the general contractor on the
21 Project.

22 8. Section 6.3.2 the General Conditions of the Prime Contract which are incorporated
23 into the Subcontract, states in part:

24
25
26
27 ¹ In the pretrial statement, the parties have stipulated that the Contract time was extended from January 2013
28 into November 2013 through no fault of either APCO or Helix.

1 [a]ll other claims notices for extra work shall be filed in writing to the Construction
2 Manager prior to the commencement of such work. Written notices shall use the words
3 "Notice of Potential Claim." Such Notice of Potential Claim shall state the circumstances
4 and all reasons for the claim, but need not state the amount.

5 9. After receiving the notice of proposed award, APCO agreed to contract terms with
6 Helix subject to certain specially negotiated terms modifying the form subcontract ("Helix
7 Addendum").

8 10. As part of the negotiation, APCO agreed to purchase certain materials totaling
9 \$2,248,248 as specified by Helix, which was to be removed from Helix's original proposed scope
10 and pricing.

11 11. Helix entered into an agreement with APCO to provide certain electrical related
12 labor, materials and equipment (the "Work") to the Project for the lump sum amount of
13 \$2,356,520.

14 12. On or about April 19, 2012, APCO and Helix entered into a formal subcontract for
15 the electrical work required on the Project (the "Subcontract").

16 13. Helix's Daily Reports, Certified Pay Roll Records and the Project Sign-in Sheets
17 establish that Helix started performing work for the Project as early as January 23, 2012, and
18 mobilized on the Project on or about February 28, 2012.

19 14. Pursuant to Exhibit "A" of the Subcontract, Helix was required to supply "all
20 labor, materials, tools, equipment, hoisting, forklift, supervision, management, permits and taxes
21 necessary to complete all of the scope of work" for the 'complete electrical package' for the
22 Project.
23

24 15. Section 6.5 contains a "no damage for delay" provision.

25 If Subcontractor shall be delayed in the performance of the Work by any act or neglect of
26 the Owner or Architect, or by agents or representatives of either, or by changes ordered in
27 the Work, or by fire, unavoidable casualties, national emergency, or by any cause other
28 that [SIC] the intentional Interference of Contractor, Subcontractor shall be entitled, as
Subcontractor's exclusive remedy, to an extension of time reasonably necessary to

1 compensate for the time lost due to the delay, but only if Subcontractor shall notify
2 Contractor in writing within twenty four (24) hours after such occurrences, and only if
3 Contractor shall be granted such time extension by Owner.

4 This clause was not modified by the Helix Addendum.

5 16. Section 6.7 of the Subcontract provided in pertinent part:

6 Contractor shall not be liable to Subcontractor for delays caused by reason of fire or other
7 casualty, or on account of riots, strikes, labor trouble, terrorism, acts of God, cataclysmic
8 event, or by reason of any other event or cause beyond Contractor's control, or
9 contributed to by Subcontractor.

10 Section 6.7 was not modified by the Helix Addendum.

11 17. The Parties Contract requires proof of actual cost increase. Section 7.1—which
12 was unchanged by the Helix Addendum—provides:

13 Contractor may order or direct changes, additions, deletions or other revisions in the
14 Subcontract work without invalidating the Subcontract. No changes, additions, deletions,
15 or other revisions to the Subcontract shall be valid unless made in writing. Subcontractor
16 markup shall be limited to that stated in the contract documents in addition to the
17 direct/actual on-site cost of the work, however, no profit and overhead markup on
18 overtime shall be allowed.

19 18. Section 7.2 as modified by the Helix Addendum, provided:

20 Subcontractor, prior to the commencement of such changed or revised work, shall submit,
21 (within 5 days of Contractor's written request) to Contractor, written copies of the
22 breakdown of cost or credit proposal, including work schedule revisions, for changes,
23 additions, deletions, or other revisions in a manner consistent with the Contract
24 Documents. Contractor shall not be liable to Subcontractor for a greater sum, or
25 additional time extensions, than Contractor obtains from Owner for such additional work.

26 19. The parties negotiated additional language that was included in Section 6 by the
27 Helix Addendum:

28 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.

20. Section 4.4 of the Subcontract—as amended by the Helix Addendum provides:

1 Progress payments will be made by Contractor to Subcontractor within 10 calendar days
2 after Contractor actually receives payment for Subcontractor's work from Owner. The
3 progress payment to Subcontractor shall be one hundred percent (100%) of the value of
4 Subcontract work completed (less 10% retention) during the preceding month as
5 determined by the Owner, less such other amounts as Contractor shall determine as being
6 properly withheld as allowed under this Article or as provided elsewhere in this
7 Subcontract. The estimates of Owner as to the amount of Work completed by
8 Subcontractor shall be binding upon Contractor and Subcontractor and shall conclusively
9 establish the amount of Work performed by Subcontractor. As a condition precedent to
10 receiving partial payments from Contractor for Work performed, Subcontractor shall
11 execute and deliver to Contractor, with its application for payment, a full and complete
12 release (Forms attached) of all claims and causes of action Subcontractor may have
13 against Contractor and Owner through the date of the execution of said release, save and
14 except those claims specifically listed on said release and described in a manner sufficient
15 for Contractor to identify such claim or claims with certainty. Upon the request of
16 Contractor, Subcontractor shall provide an Unconditional Waiver of Release in form
17 required by Contractor for any previous payment made to Subcontractor. Any payments
18 to Subcontractor shall be conditioned upon receipt of the actual payments by Contractor
19 from Owner. Subcontractor herein agrees to assume the same risk that the Owner may
20 become insolvent that Contractor has assumed by entering into the Prime Contract with
21 the Owner per NRS Statutes.

22 21. The Subcontract also incorporated the Prime Contract, which included the claim
23 procedures set forth in the Contract.

24 22. Helix assigned Kurk Williams as its Project Manager. Williams never signed in
25 using APCO's sign in sheets that were maintained at the Project site. By his own admission,
26 Williams' time devoted to the Project was not accurately tracked in Helix's certified payroll
27 reports, only Helix's job cost report.

28 23. Richard Clement was Helix's Project Superintendent. Clement was on site
occasionally and signed in with APCO at the Project twice during 2012.

24 24. Clement did not work on the Project between June 11, 2012 and September 26,
25 2012. Clement only worked two weeks on the Project from September 27, 2012 to October 7,
26 2012. Clement did not work on the Project from October 8, 2012 through January 20, 2013. In
27 all of 2013, which was the extended Project time, Clement only worked 32 hours during the week
28 ending January 27, 2013.

1 25. In late January 2013, Helix assigned Clement to another project and designated
2 Rainer Prietzel, Helix's Foreman to oversee work in the field, as the new Project Superintendent
3 and foreman.

4 26. According to the Labor Commissioner, and OSHA regulations, Helix must always
5 have a project superintendent on site at all times during the Project.
6

7 27. From January 2013 to May 2013, Helix typically had a three to five man crew on
8 the Project.

9 28. In early May 2013, with the exception of a few days, Prietzel was the only Helix
10 employee on the Project, and he split his time as the Project Superintendent and self-performing
11 contract and change order work on the Project.

12 29. Prietzel remained the Project Superintendent until the end of the Project in mid-
13 October 2013.
14

15 30. Helix's original line item for its general conditions, as reflected in its pay
16 application, was \$108,040 on a Subcontract price of \$2,380,085, which represents 4.5%.

17 31. The Project encountered significant delays and was not substantially completed
18 until October 25, 2013, thus resulting in Helix claiming approximately, \$138,000 in additional
19 extended overhead costs.
20

21 32. The project was never abandoned by CNLV.

22 33. Prior to the original project completion date passing, on January 9, 2013, APCO
23 submitted its first request for an extension of time to CNLV. APCO submitted its Time Impact
24 Analysis #1 ("TIA #1") to CNLV where it sought extended general conditions and home office
25 overhead of \$418,059 (\$266,229 for general conditions and \$151,830 for home office overhead).

26 34. Helix first notified APCO in writing that it would be asserting a claim for extended
27 overhead costs on January 28, 2013 and reserved its rights to submit a claim for "all additional
28

1 costs incurred due to scheduled delays for this project" (the "Claim").

2 35. As of May 9, 2013, CNLV had not made a decision on APCO's TIA #1.

3 36. On May 9, 2013, APCO submitted a revised Time Impact Analysis ("TIA #2") to
4 CNLV seeking an additional five (5) months of compensation for general conditions and home
5 office overhead, among other claims, for a total delay claim of nine (9) months.
6

7 37. As part of TIA #2, APCO submitted Change Order Request No. 39.1 to CNLV
8 seeking compensation of \$752,499 for its extended general conditions and home office overhead
9 (\$479,205 for general conditions and \$273,294 for home office overhead).

10 38. This represented approximately seventy percent (70%) of APCO's \$1,090,066.50
11 total claim against CNLV for the 9-month delay to the Project.
12

13 39. APCO's claim did not include any amounts for its subcontractors, and APCO
14 acknowledges that as a company policy, it does not include its subcontractors' claims with its
15 own claims.

16 40. Through no fault of APCO, Helix did not take delivery of various light poles and
17 related equipment until approximately January 30, 2013.

18 41. On June 19, 2013, APCO and Helix exchanged emails regarding various Project
19 issues, including Helix's delay rates. APCO confirmed that if Helix submitted a request for
20 compensation that it would be forwarded to CNLV.
21

22 42. On June 19, 2013 Helix provided a supplemental notice of claim but did not
23 provide any back up to support its daily rates or the impacts alleged to be attributed to the delay.
24 At that time, Helix still only had Prietzel working on site.

25 43. On June 21, 2013 Helix and APCO exchanged emails related to the support for
26 Helix's claimed costs, with APCO noting that a project manager was considered home office
27 overhead. Helix indicated that its job cost reports would reflect the actual costs for the extended
28

1 overhead.

2 44. In June 2013, Helix realized the Project was still several months away from being
3 completed. According to Helix's June 19 letter entitled "Extended overhead cost", Helix's cost
4 for extended overhead was \$640/day.

5 45. The \$640/day cost is comprised of (1) \$260 for the Project Manager; (2) \$280 for
6 the Superintendent; (3) \$25 for the site trailer; (4) \$5 for the Connex box; (5) \$25 for the forklift;
7 and (6) \$45 for the truck.

8 46. The email that accompanied Helix's June 19, 2013 letter advised APCO that to
9 date, Helix's Claim totaled \$72,960, but that Helix's Claim would increase for each day the
10 Project continued past the original completion date.

11 47. Also on June 19, 2013, APCO informed Helix, by way of an email, that it "is in
12 the process of presenting CNLV with a Time Impact Analysis containing facts as to why the
13 additional costs should be paid." APCO had submitted TIA #2 to CNLV on May 9, 2013, six
14 weeks prior to this email.

15 48. In the email, APCO further advised Helix that "[o]nce we fight the battle, and
16 hopefully come out successfully, this will open the door for Helix...to present their case for the
17 same."

18 49. While APCO notified Helix that it would forward to CNLV any letter Helix
19 provided regarding its claim for extended overhead costs, APCO did not inform Helix that it
20 needed Helix's Claim immediately so it could include it with APCO's claim to CNLV. Indeed,
21 according to APCO, it would first "fight that battle, and hopefully come out successfully..."
22 which would only then "open the door for Helix...to present their case..."

23 50. On August 27, 2013, despite the fact that the Project was still ongoing, Helix
24 furnished APCO with its first invoice for its Claim in the amount of \$102,400, which constituted
25
26
27
28

1 32 weeks of extended overhead costs incurred between January 13, 2013, and August 30, 2013
2 (or 160 business days).

3 51. Helix's invoice identified an extended overhead cost of \$640/day for 32 weeks,
4 which had been provided to APCO in June 2013.

5 52. From May 6, 2013 through November 6, 2013, Prietzel was the only Helix person
6 on site. Prietzel confirmed that during that time period he was either working on completing
7 original Subcontract work for which Helix would be paid or change order work that was
8 acknowledged and paid by APCO and CNLV.
9

10 53. During construction, CNLV made changes or otherwise caused issues that
11 impacted Helix. In those instances, Helix submitted a request for additional compensation and
12 CNLV issued APCO change orders that compensated Helix for the related impacts. During the
13 extended Contract time, CNLV issued eleven change orders that resulted in additional
14 compensation to Helix through the Subcontract. Helix's pricing for the change orders included a
15 10% markup on materials and a 15% markup on labor to cover Helix's overhead.
16

17 54. APCO submitted Change Order Request No. 68 ("COR 68") to CNLV on
18 September 9, 2013, requesting compensation for Helix's Claim.

19 55. On September 16, 2013, CNLV rejected the COR 68 stating, "This COR is
20 REJECTED. The City of North Las Vegas does not have a contract with Helix Electric."
21

22 56. CNLV stated that it did not reject COR 68 for lack of backup or untimeliness.

23 57. The Construction Manager for CNLV during the Project, Joemel Llamado,
24 testified that the only reason he rejected Helix's Claim was because CNLV did not have a
25 contract with Helix. APCO should have included Helix's Claim in its own claim to CNLV since
26 Helix's Subcontract was with APCO, not CNLV.
27

28 58. Llamado did not look at the merits of the Claim because the Claim should have

1 been included with APCO's claim.

2 59. APCO informed Helix that CNLV rejected COR 68 because of lack of backup
3 documentation.

4 60. On October 2, 2013, CNLV issued its decision on APCO's request for additional
5 time and compensation. CNLV determined that the time period from January 11, 2013 to May
6 10, 2013 was an excusable but not compensable delay. APCO was not charged liquidated
7 damages, but also was not provided compensation from January thru May 10, 2013. CNLV did
8 confirm that it would pay APCO \$560,724.16 for the delay from May 10, 2013 to October 25,
9 2013. APCO accepted that determination on or about October 10, 2013.

10 61. On October 3, 2013, APCO sent Helix a letter requesting additional back-up
11 documentation for the Claim so it could resubmit the Claim to CNLV.

12 62. That letter states in relevant part:

13
14 Attached is your invoice of August 27, 2013 in the amount of \$102,400. At this time
15 APCO has not received any back-up documentation to undo the previous formal rejection
16 made by the City of North Las Vegas. If you want APCO to re-submit your request,
17 please provide appropriate back-up for review.

18 63. On October 2, 2013, CNLV and APCO entered into a settlement agreement
19 through which CNLV agreed to pay APCO \$560,724.16 for its claim submitted under TIA #2,
20 including APCO's claim for added overhead and general conditions it incurred as a result of the
21 nine-month delay to the Project.

22 64. According to that settlement agreement, APCO agreed to "forgo any claims for
23 delays, disruptions, general conditions and overtime costs associated with the weekend work
24 previously performed...and for any other claim, present or future, that may occur on the project.

25 65. APCO did not notify Helix that it had entered into this settlement agreement.

26 66. Llamado's position was that the settlement agreement resolved any and all claims
27 between CNLV and APCO for the nine-month delay to the Project, including any claims APCO's
28

1 subcontractors might have.²

2 67. Pursuant to this settlement agreement, CNLV issued Change Order No. 50 to
3 APCO and agreed to pay APCO \$560,724.16 for the added overhead and general conditions it
4 incurred as a result of the extended project completion date.

5 68. On October 3, 2013, APCO transmitted to Helix CNLV's rejection of its invoice
6 for extended overhead.

7
8 69. Near the end of the Project in October 2013, Pelan, notified Helix, that Helix could
9 not include the Claim for extended overhead in Helix's pay application for retention because
10 CNLV would not release the retention on the Project if there were outstanding Claims on the
11 Project.

12 70. In compliance with Pelan's instructions, on October 18, 2013, Helix submitted its
13 Pay Application for Retention only in the amount of \$105,677.01 and identified it as Pay
14 Application No. 161113-002 (the "Retention Pay App").

15
16 71. On October 18, 2013, Helix submitted its pay application for the time period up
17 through October 30, 2013. At that time, Helix billed its general conditions line item at 100%.

18 72. On October 18, 2013, Helix submitted its pay application for the release of
19 retention. As with prior pay applications, Helix enclosed a conditional waiver. The release was
20 conditioned on APCO issuing a final payment in the amount of \$105,677.01 and expressly
21 confirmed that there were "zero" claims outstanding. Helix signed and provided that release to
22 APCO after receiving CNLV's rejection of its extended overhead invoice.

23
24 73. Helix also provided to APCO a "Conditional Waiver and Release Upon Final
25 Payment" (the "Conditional Waiver") for the Retention Pay App only (i.e. Pay App No. 161113-

26
27 ² Joe Pelan, the Contract Manager for APCO, disagreed with this position, but APCO and Helix did not test it
28 through the claims process provided in the Prime Contract.

1 002).

2 74. Helix indicated in the Conditional Waiver that there was no "Disputed Claim
3 Amount" relating to the Retention Pay App.

4 75. Helix takes the position that the Conditional Waiver was not intended to release
5 Helix's Claim.

6 76. The evidence presented at trial of the circumstances surrounding the execution of
7 the Conditional Waiver do not support Helix's waiver of the Claim.

8 77. It took APCO more than a year to pay Helix for its Retention Pay App, during
9 which time, Helix made it clear to APCO that it would continue pursuing its Claim.

10 78. Between October 2013 and the end of October 2014 when APCO finally paid
11 Helix its retention, APCO forwarded Helix's Claim to CNLV on two separate occasions and
12 received multiple written notices from Helix that it maintained its Claim against APCO.

13 79. The project was substantially completed on October 25, 2013.

14 80. On October 31, 2013, in order to account for certain overhead items that were
15 omitted from the original Claim, Helix: (i) increased its Claim from \$102,400 to \$111,847; (ii)
16 resubmitted its Invoice to APCO; and (iii) provided additional backup information and
17 documents. Included with the revised invoice was a monthly breakdown of Helix's Claim from
18 January to August, which included the following categories of damages: (1) Project Manager; (2)
19 Project Engineer; (3) Superintendent; (4) Site trucks; (5) Project Fuel; (6) Site Trailer; (7) Wire
20 Trailer; (8) Office supplies; (9) Storage Connex boxes; (10) forklifts; (11) small tools; and (12)
21 consumables. According to the summary of the Claim, Helix charged the Project 4-hours a day
22 for its Project Manager, Kurk Williams at \$65/hour, and 4-hours a day for its Superintendent, Ray
23 Prietzel at \$70/day.

24 81. On or about November 5, 2013, three weeks after APCO received Helix's
25
26
27
28

1 Retention Pay App and Conditional Waiver, APCO submitted a revised COR 68 (68.1) to CNLV
2 seeking a total of \$111,847 for Helix's Claim.

3 82. Had APCO believed Helix's Conditional Waiver for the Retention Pay App
4 (received on October 18, 2013) waived any and all claims Helix had on the Project, including its
5 Claim for extended overhead, APCO would not have submitted revised COR 68.1 to CNLV three
6 weeks after receiving Helix's Conditional Waiver.

7
8 83. On November 18, 2013, CNLV again rejected the Change Order Request stating,
9 "This is the 2nd COR for Helix Electric's extended overhead submittal. The 1st one was submitted
10 on Sept. 9, 2013 and Rejected on Sept. 16, 2013. This submittal dated Nov. 5, 2013 is
11 REJECTED on Nov. 13, 2013."

12 84. Llamado's second rejection had nothing to do with lack of backup documents or
13 untimeliness and was rejected simply because APCO should have included Helix's Claim under
14 its own claim to CNLV.

15
16 85. By this time, APCO had already settled with CNLV to receive payment for its own
17 extended overhead costs, and in doing so, waived and released any further claims against CNLV,
18 including Helix's Claim.

19 86. As Helix had previously informed APCO it would, on or about November 13,
20 2013, Helix submitted to APCO another invoice including backup in the amount of \$26,304
21 accounting for the extended overhead costs for September and October ("COR 93").

22
23 87. APCO confirmed to Helix's Kurk Williams that there would be no APCO
24 approval unless and until CNLV approved Helix's request.

25 88. CNLV rejected COR 93.

26 89. By submitting COR 93 to CNLV on November 13, 2013, APCO once again
27 acknowledged that it knew Helix's Conditional Waiver submitted on October 18, 2013 related to
28

1 the Retention Pay App only, and did not waive Helix's Claim for extended overhead.

2 90. If APCO believed the Conditional Waiver released Helix's Claim, APCO would
3 not have continued to submit Helix's Claim to CNLV.

4 91. On January 28, 2014, APCO sent Helix's Victor Fuchs and Bob Johnson an email
5 confirming that he was meeting with CNLV to discuss the remaining change order issues on
6 February 4, 2014. Pelan testified that, CNLV advised APCO that it was rejecting Helix's claim
7 because it had no merit and Helix only had one person on the Project while completing Helix's
8 contract work in 2013. Pelan reported CNLV's position to Helix.³

9 92. The Subcontract incorporated APCO's prime contract with CNLV in Section 1.1,
10 which sets forth CNLV's claims procedure for requests for payment that are escalated to claims.
11 Helix did not request that APCO initiate these proceedings on its behalf regarding the claim for
12 extended overhead.
13

14 93. On March 31, 2014, CNLV and APCO agreed that there would be no further
15 COR's submitted on the Project.
16

17 94. On April 16, 2014, Helix's Victor Fuchs threatened to convert the outstanding
18 issues into a claim if Helix's retention was not released per its pay application and release that
19 were submitted on October 18, 2013.
20

21 95. APCO admitted that on June 10, 2014, it received final retention from CNLV.

22 96. However, because APCO had not paid Helix its Retention or its Claim, Helix sent
23 APCO another demand for payment on September 26, 2014, seeking payment for both its
24 Retention and the Claim.

25 97. CNLV issued the formal notice of completion of the project on July 8, 2014.
26

27 ³ While the Court finds Pelan's testimony on this issue credible, the testimony of Llamado
28 differs.

1 98. On October 21, 2014, APCO issued check number 1473 in the amount of
2 \$105,679, which represented final payment of Helix's retention, in accordance with the October
3 18, 2013 retention billing and related final release.⁴

4 99. On October 29, 2014, APCO sent Helix an email requesting that it sign a new
5 Conditional Waiver and Release Upon Final Payment which included Helix's Retention only, but
6 did not include any disputed amount for the Claim.
7

8 100. Attached to that email was a copy of the Retention Check APCO informed Helix it
9 could pickup once it received the new executed Conditional Release.

10 101. Upon receiving the new Conditional Waiver and before picking up the Retention
11 Check, Helix notified APCO that it was not going to sign the new Conditional Waiver without
12 reserving a right to its Claim.
13

14 102. APCO invited Helix to revise the new Conditional Waiver as it saw fit, and Helix
15 provided an unsigned copy of it seeking full payment of the Claim and the Retention for a total
16 amount of \$243,830.

17 103. APCO declined to pay the Claim, and after additional discussions between Helix
18 and APCO, it was decided that Helix would exchange for the Retention Check an Unconditional
19 Waiver and Release Upon Final Payment seeking payment of \$105,679 for Retention, and
20 reserving as its Disputed Claim, \$138,151.
21

22 104. As part of the "Disputed Claim" field, Helix referenced additional correspondence
23 which it had incorporated into the Unconditional Waiver and Release.

24 105. Helix included a letter dated October 30, 2014 clarifying that while it was
25 demanding its retention payment, it was also seeking payment for its Claim in the amount of
26

27 ⁴ Because of this lengthy delay in payment, Helix is entitled to interest on the retention amount under NRS
28 338.

1 \$138,151 for which it also provided a final invoice.

2 106. In one such email, Helix writes, "Joe, please accept this email as a 30 day
3 extension of time for the execution of [the] promissory note attached...In good faith we [are]
4 extending this time per your request, so you can come up with an arrangement to repay the
5 outstanding amount that is past due."
6

7 107. APCO never executed the Promissory Note or paid Helix its Claim.

8 108. On October 29, 2014, APCO tendered the check and another signed release for
9 final payment. That release mirrored the one that Helix submitted in October 2013.

10 109. On October 29, 2014, Helix's Victor Fuchs sent an email to Pelan stating: "this is
11 not going to work." Pelan responded that same day stating: "Victor, make changes for me to
12 approve. Thanks."
13

14 110. On October 18, 2013, the Senior Vice President of Helix, Robert D. Johnson,
15 signed a "Conditional Waiver and Release Upon Final Payment".

16 111. Helix received the funds on October 29, 2014.

17 112. On October 30, 2014, the day after negotiating the final payment check, Helix
18 tendered a signed final lien release that purported to reserve Helix's extended overhead invoices
19 in the amount of \$138,151.
20

21 113. Helix has established how certain of its costs increased due to the extended time
22 on the Project given its demobilization and reduction in crew size. Prietzel was the only person
23 on site after May 6, 2013 and he was completing base Subcontract work and change order work
24 that was paid by CNLV.

25 114. After weighing the testimony of the witnesses and a review of the admitted
26 documents, the Court finds, that the delay was not so unreasonable to amount to abandonment
27
28

1 and that therefore the provision limiting damages after a delay does not permit the recovery of
2 extended general conditions.

3 115. Since CNLV determined that the delays through May 13, 2013 were not
4 compensable, the only time period that APCO recovered payment for its delay costs was May 13,
5 2013 through October 13, 2013. During that same compensable time period, Helix's reasonable
6 costs totaled \$43,992.39.⁵ Although Helix was earning revenue and being paid during the time
7 period for the Work and certain approved change orders, APCO by its settlement with CNLV,
8 impaired Helix's ability to pursue the Claim.
9

10 116. Helix has supported its claim for certain additional costs. As Prietzel was paid for
11 his time on site under the approved change orders the claimed expense for acting as a
12 superintendent (supervising only himself) is not appropriate.
13

14 117. After weighing the testimony of the witnesses and a review of the admitted
15 documents, the Court finds, Helix has established that it suffered damages as a result of the delay
16 in project completion in the amount of \$43,992.39.

17 118. If any findings of fact are properly conclusions of law, they shall be treated as if
18 appropriately identified and designated.
19

20 CONCLUSIONS OF LAW

21 1. The Subcontract was a valid contract between Helix and APCO.
22

23 ⁵ The Court has utilized the summary used as D5 during the trial with the deletion of the line item
24 "Superintendent". Those totals for the compensable months with that modification are:

May 13	\$8501.05
June 13	\$7124.90
July 13	\$8270.69
August 13	\$6785.04
September 13	\$6170.56
October 13	\$7140.15
TOTAL	\$43992.39

1 2. The Court finds that the Conditional Waiver Helix submitted to APCO on or about
2 October 2013 did not constitute a waiver of Helix's Claim.

3 3. APCO's own conduct establishes that it knew Helix was not waiving its Claim as
4 it continued to submit Helix's Claim to CNLV after receiving the Conditional Waiver.

5 4. Helix provided sufficient evidence establishing that it incurred damages as a result
6 of the Project schedule extending nine months past its original completion date.

7 5. APCO had a duty to include Helix's Claim in its own claim to CNLV or otherwise
8 preserve the Claim when it settled, which it failed to do.

9 6. APCO's internal policy and decision to keep Helix's Claim separate from its own
10 claim impaired Helix's ability to pursue the Claim.

11 7. When APCO entered into the settlement agreement with CNLV on October 3,
12 2013 without Helix's knowledge, CNLV took the position that APCO waived and released any
13 and all claims arising from the nine month Project delay, including Helix's Claim.

14 8. In every contract, there is an implied covenant of good faith and fair dealing.

15 9. APCO's impairment of Helix's Claim constitutes a breach of the covenant of good
16 faith and fair dealing implied in the Subcontract.

17 10. APCO breached the covenant of good faith and fair dealing when it, without
18 notifying Helix, settled its claim with CNLV for extended general conditions, impairing Helix
19 from pursuing any pass-through claims to CNLV for its Claim, but continued to submit Helix's
20 Claim to CNLV knowing that CNLV rejected it because it had no contractual privity with Helix,
21 and now APCO had released any and all claims against CNLV.

22 11. Helix is entitled to judgment against APCO under its claim for Breach of Implied
23 Covenant of Good Faith and Fair Dealing and its damages are the damages it has established for
24

1 in the amount of \$43,992.39.⁶

2 12. Because the Project was a public works project, it was governed under NRS
3 Chapter 338.

4 13. Under NRS 338.490, a conditional waiver and release can only release payments
5 for work which is the subject of the payment application to which the wavier and release
6 corresponds.
7

8 14. The Conditional Waiver Helix provided APCO on October 18, 2013, was for
9 retention only and expressly referred to the Retention Pay App (Pay Application No. 161113-022)
10 which sought retention only.

11 15. The Retention Pay App did not include Helix's Claim.

12 16. Therefore, because by statute, the Conditional Waiver can only release work that is
13 the subject of the Retention Pay App, it did not constitute a waiver and release of Helix's Claim.
14

15 17. NRS 338.565 states in relevant part:

16 If a contractor makes payment to a subcontractor or supplier more
17 than 10 days after the occurrence of any of the following acts or
18 omissions: (a) the contractor fails to pay his or her subcontractor or
19 supplier in accordance with the provisions of subsection 1 of NRS
20 338.550...the contractor shall pay to the subcontractor or supplier,
21 in addition to the entire amount of the progress bill or the retainage
22 bill or any portion thereof, interest from the 10th day on the amount
23 delayed, at a rate equal to the lowest daily prime rate...plus 2
24 percent, until payment is made to the subcontractor or supplier.

25 18. NRS 338.550(1) required APCO to pay Helix its retention within 10 days of
26 receiving its retention payment from CNLV.
27

28 ⁶ The Court has not awarded separate damages for the breach of contract claim as those would be duplicative of this award.

1 19. APCO admits it received its retention payment from CNLV on June 10, 2014, yet
2 it did not pay Helix its retention until October 30, 2014, more than four months later and in
3 violation of NRS 338.550(1).

4 20. APCO was required to pay Helix its retention amount of \$105,677.01, in addition
5 to interest at the rate of prime plus 2 percent from June 10, 2014 through October 30, 2014.
6 APCO failed to do so.

7 21. After providing APCO with the Conditional Waiver, Helix incurred additional
8 damages that could not be waived by way of the Conditional Waiver (i.e. the interest on its
9 wrongfully withheld retention).

10 22. On June 10, 2014, APCO received final retention from CNLV.

11 23. APCO failed to pay Helix its retention in the amount of \$105,679 until October 29,
12 2014.

13 24. Pursuant to NRS 338.550(1), APCO was required to pay Helix its retention no
14 later than June 21, 2014.

15 25. As a result of APCO's failure, and pursuant to NRS 338.565(1), APCO is required
16 to pay Helix interest on \$105,677.01 from June 22, 2014 through October 28, 2014, at a rate of
17 5.25% for a total of \$1,960.85.

18 26. Even if the pay-if-paid clause was enforceable, APCO cannot rely upon it to shield
19 itself from liability to Helix when its decision to submit Helix's Claim separately from its claim
20 led to CNLV rejecting Helix's Claim, and APCO's settlement with CNLV forever barred APCO
21 from receiving payment from CNLV for Helix's Claim.

22 27. To the extent the delays were caused by CNLV, APCO is still liable to Helix since
23 it impaired those claims in contradiction to NRS 624.628(3)(c) by entering into a settlement
24 agreement with CNLV on October 2, 2013.

1 28. Because this Court has found APCO breached the Subcontract and breached the
2 covenant of good faith and fair dealing, Helix is entitled to judgment against Safeco and the
3 Payment Bond as well.

4 29. NRS 339.025(1)(b) provides the following:

5
6 1. Before any contract,..., exceeding \$100,000 for any project
7 for the new construction, repair or reconstruction of any public
8 building or other public work or public improvement of any
9 contracting body is awarded to any contractor, the contractor shall
furnish to the contracting body the following bonds which become
binding upon the award of the contract to the contractor;

10 a.

11 b. A payment bond in an amount to be fixed by the
12 contracting body, but not less than 50 percent of the contract
13 amount, conditioned upon the faithful performance of the
14 contract in accordance with the plans, specifications and
15 conditions of the contract. The bond must be solely for the
protection of claimants supplying labor or materials to the
contractor to whom the contract was awarded, or to any of his
or her subcontractors, in the prosecution of the work provided
for in such contract.

16 30. NRS 339.035(1) provides:

17 ...any claimant who has performed labor or furnished material in
18 the prosecution of the work provided for in any contract for which
19 a payment bond has been given pursuant to the provisions of
20 subsection 1 of NRS 339.025, and who has not been paid in full
21 before the expiration of 90 days after the date on which the
22 claimant performed the last of such labor or furnished the last of
23 such materials for which the claimant claims payment, may bring
an action on such payment bond in his or her own name to recover
any amount due the claimant for such labor or material, and may
prosecute such action to final judgment and have execution on the
judgment.

24 31. SAFECO issued a Labor and Material Payment Bond, Bond No. 024043470,
25 wherein APCO is the principal and SAFECO is the surety.

26 32. Helix provided Work to the Project and remains unpaid for the same.

27 33. Therefore, Helix is a claimant against the Bond and may execute a judgment
28

1 against the same.

2 34. Section 20.5 of the Subcontract provides that "[i]n the event either party employs
3 an attorney to institute a lawsuit or to demand arbitration for any cause arising out of the
4 Subcontract Work or the Subcontract, or any of the Contract Documents, the prevailing party
5 shall be entitled to all costs, attorney's fees and any other reasonable expenses incurred therein."
6

7 35. This provision was not modified by the Helix Addendum.

8 36. The Court finds that Helix is the prevailing party and is entitled to an award of its
9 attorneys' fees and costs.

10 37. If any conclusions of law are properly findings of fact, they shall be treated as if
11 appropriately identified and designated.

12 Based upon the foregoing Findings of Fact and Conclusions of Law **IT IS HEREBY**
13 **ORDERED, ADJUDGED AND DECREED** as follows:
14

15 1. **IT IS HEREBY ORDERED** that, as to Plaintiff's Claim for Breach of Contract
16 against APCO, this Court finds in favor of Plaintiff but as the Claim was impaired
17 awards damages under the Breach of the Implied Covenant of Good Faith and
18 Fair Dealing, rather than awarding duplicative damages;

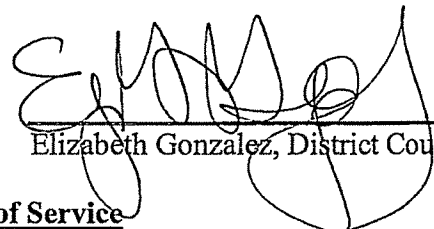
19 2. **IT IS FURTHER ORDERED** that, as to Plaintiff's Claim for Breach of the
20 Implied Covenant of Good Faith and Fair Dealing against APCO, this Court finds
21 in favor of Plaintiff and awards damages in the amount of \$43,992.39 together
22 with interest as provided by law and taxable costs of suit;

23 3. **IT IS FURTHER ORDERED** that, as to Plaintiff's Claim for violations of NRS
24 338 against APCO, this Court finds in favor of Plaintiff in the amount of
25 \$1,960.85;⁷
26
27

28 ⁷ These damages are in addition to those awarded under the claim of Breach of the Implied Covenant of Good

- 1 4. **IT IS FURTHER ORDERED** that, given the Court's findings against APCO,
2 the Court finds in favor of Plaintiff and against Safeco and the Bond;
3 5. **IT IS FURTHER ORDERED** that this Court will address any issues of
4 attorneys' fees through motions that may be filed with the Court.
5 6. Any claim not otherwise disposed of by this decision is dismissed.
6

7 DATED this 8th day of July, 2019.
8

9 
10 Elizabeth Gonzalez, District Court Judge
11

12 **Certificate of Service**

13 I hereby certify that on the date filed, a copy of the foregoing Scheduling Order and
14 Order Setting Civil Jury Trial, Pre-Trial and Calendar Call was electronically served, pursuant to
15 N.E.F.C.R. Rule 9, to all registered parties in the Eighth Judicial District Court Electronic Filing
16 Program.
17

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19 Dan Kutinac
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28 Faith and Fair Dealing.