

DIRECT GRADING & PAVING,  
L.L.C., a Nevada limited liability  
company,

Petitioner,

VS.

THE EIGHTH JUDICIAL  
DISTRICT COURT, in and for the  
County of Clark, State of Nevada,  
and THE HONORABLE ROB  
BARE, District Judge,

Respondents,

and

CENTURY COMMUNITIES OF  
NEVADA, L.L.C., a Nevada limited  
liability company,

Real Party in Interest.

Case No.

Electronically Filed  
Oct 14 2020 08:51 a.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

Dist. Court Case No.  
A-18-773139-C

Dept. No. XXXII

# PETITION

**From the Eighth Judicial District Court  
The Honorable Rob Bare, District Judge**

# PETITIONER'S APPENDIX VOLUME III

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# INDEX to APPENDIX

## DIRECT GRADING & PAVING, L.L.C. vs. CENTURY COMMUNITIES OF NEVADA, L.L.C.

Document	Date	Vol	Bates No.
Answer – Direct Grading & Paving, LLC’s and Melvin Westwood’s Answer to Century’s Answer to Complaint, Counterclaim, and Third-Party Complaint	03/05/2020	V	DIRECT001161-001172
Answer and Counterclaim – Answer to First Amended Complaint, Counterclaim, and Third-Party Complaint	05/18/2020	VI	DIRECT001293-001336
Answer to Amended Complaint – Arch Insurance Company’s Answer to First Amended Complaint	06/15/2020	VI	DIRECT001337-001343
Answer to Counterclaim – Counterdefendant Linda Middleton’s Answer to Counterclaim	02/13/2020	V	DIRECT001101-001110
Answer to Third Party Complaint	02/04/2020	V	DIRECT001098-001100
Answer to Third Party Complaint – Third-Party Defendant Scott Prokopchuk’s Amended Answer to Third-Party Complaint	02/14/2020	V	DIRECT001111-001120
Answer, Counterclaim, and Third-Party Complaint	10/30/2019	I	DIRECT000057-81
Appendix of Exhibits to Motion for Provisional Relief Under NRS 38.222 in Order to Expunge Liens and Release Bonds in Accordance with NRS 108.2275 and NRS 108.2421 and to Dismiss Direct’s Claims or, in the Alternative, Motion for the Appointment of a New Arbitrator Under NRS 38.226	11/13/2019	I-II	DIRECT000109-441
Brief – Briefing Concerning Discovery South Prior to Hearing on Century’s Motion for Sanctions and on Direct’s Motion for Reconsideration	09/17/2020	VI	DIRECT001351-001364

Complaint – Direct Grading & Paving’s Statement of Facts Constituting Lien and Complaint	04/19/2018	I	DIRECT000001-39
Errata to Motion for Provisional Relief Under NRS 38.222 in Order to Expunge Liens and Release Bonds in Accordance with NRS 108.2275 and NRS 108.2421 and to Dismiss Direct’s Claims or, in the Alternative, Motion for the Appointment of a New Arbitrator Under NRS 38.226	11/18/2019	II	DIRECT000442-444
Exhibit 3 to Opposition to Motion for Provisional Relief Under NRS 38.222 in Order to Expunge Liens and Release Bonds in Accordance with NRS 108.2275 and NRS 108.2421 and to Dismiss Direct’s Claims or, in the Alternative, Motion for the Appointment of a New Arbitrator Under NRS 38.226	12/03/2019	IV	DIRECT000895-899
Minute Order	03/18/2020	V	DIRECT001208
Minutes	09/25/2020	VI	DIRECT001377
Motion for Relief – Motion for Provisional Relief Under NRS 38.222 in Order to Expunge Liens and Release Bonds in Accordance with NRS 108.2275 and NRS 108.2421 and to Dismiss Direct’s Claims or, in the Alternative, Motion for the Appointment of a New Arbitrator Under NRS 38.226	11/13/2019	I	DIRECT000084-108
Motion for Sanctions – Century’s Motion for Sanctions Against Direct for: (1) Fraud upon the Court; (2) Falsification of Evidence; (3) Spoliation of Evidence; (4) Failure to Comply with Discovery Orders and Obligations; and (5) Discovery Abuses	02/18/2020	V	DIRECT001121-001151
Motion to Reconsider – Motion for Reconsideration Regarding Order on Motion for Provisional Relief Under NRS 38.222 in Order to Expunge Liens and Release Bonds in Accordance with NRS	03/05/2020	V	DIRECT001173-001184

108.2275 and NRS 108.2421 and to Dismiss Direct's Claims or, in the Alternative, Motion for the Appointment of a New Arbitrator Under NRS 38.226			
Notice of Entry of Order Regarding Defendants' Motion for Provisional Relief Under NRS 38.222 in Order to Expunge Liens and Release Bonds in Accordance with NRS 108.2275 and NRS 108.2421 and to Dismiss Direct's Claims or, in the Alternative, Motion for the Appointment of a New Arbitrator Under NRS 38.226	02/20/2020	V	DIRECT001152-001160
Notice of Entry of Stipulation and Order to Stay Proceedings	07/20/2018	I	DIRECT000046-49
Notice of Entry of Stipulation and Order to Stay Proceedings	03/07/2019	I	DIRECT000050-53
Opposition to Motion – Opposition to Century's Motion for Sanctions Against Direct for: (1) fraud Upon the Court; (2) Falsification of Evidence; (3) Spoilation of Evidence; (4) Failure to Comply with Discovery Orders and Obligations; and (5) Discovery Abuses	03/10/2020	V	DIRECT001185-001207
Opposition to Motion for Provisional Relief Under NRS 38.222 in Order to Expunge Liens and Release Bonds in Accordance with NRS 108.2275 and NRS 108.2421 and to Dismiss Direct's Claims or, in the Alternative, Motion for the Appointment of a New Arbitrator Under NRS 38.226	11/27/2019	II-IV	DIRECT000448-894
Opposition to Motion for Reconsideration Regarding Order on Motion for Provisional Relief under NRS 38.222 in Order to Expunge Liens and Release Bonds in Accordance with NRS 108.2275 and NRS 108.2421 and to Dismiss Directs Claims or, in the Alternative, Motion for the Appointment of a New Arbitrator Under NRS 38.266	03/23/2020	V	DIRECT001226-001236

Reply in Support of Century's Motion for Sanctions Against Direct for: (1) fraud Upon the Court; (2) Falsification of Evidence; (3) Spoilation of Evidence; (4) Failure to Comply with Discovery Orders and Obligations; and (5) Discovery Abuses	03/18/2020	V	DIRECT001209-1225
Reply in Support of Defendants Motion for Provisional Relief Under NRS 38.222 in Order to Expunge Liens and Release Bonds in Accordance with NRS 108.2275 and NRS 108.2421 and to Dismiss Directs Claims or, in the Alternative, Motion for the Appointment of a New Arbitrator Under NRS 38.226	01/03/2020	IV-V	DIRECT000900-001029
Reply in Support of Motion of Motion for Reconsideration Regarding Order on Motion for Provisional Relief Under NRS 38.222 in Order to Expunge Liens and Release Bonds in Accordance with NRS 108.2275 and NRS 108.2421 and to Dismiss Direct's Claims, or, in the Alternative, Motion for the Appointment of a New Arbitrator Under NRS 38.226	03/31/2020	V	DIRECT001237-001248
Response to Direct Grading & Paving, LLC's Briefing Concerning Discovery South Prior to the Hearing on Century's Motion for Sanctions and on Direct's Motion for Reconsideration	09/22/2020	VI	DIRECT001365-001376
Statement of Facts Constituting Lien – Direct Grading & Paving's First Amended Statement of Facts Constituting Lien and Complaint	04/03/2020	V-VI	DIRECT001249-1289
Status Report	06/20/2019	I	DIRECT000054-56
Status Report – The Parties Joint Status Update in Relation to Evidentiary Hearing on Century Communities Motion for Discovery Sanctions Against Direct for: (1) fraud Upon the Court; (2) Falsification of Evidence; (3) Spoilation of Evidence;	08/31/2020	VI	DIRECT001344-001350

(4) Failure to Comply with Discovery Orders and Obligations; and (5) Discovery Abuses			
Summons (Arch Insurance Company)	04/03/2020	VI	DIRECT001290-001292
Summons (Argonaut Insurance Company)	04/19/2018	I	DIRECT000040-42
Summons (Century Communities of Nevada, LLC)	04/19/2018	I	DIRECT000043-45
Summons (Linda Middleton)	01/28/2020	V	DIRECT001096-001097
Supplemental Brief and Authority in Support of Defendants Motion for Provisional Relief Under NRS 38.222 in Order to Expunge Liens and Release Bonds in Accordance with NRS 108.2275 and NRS 108.2421 and to Dismiss Directs Claims or, in the Alternative, Motion for the Appointment of a New Arbitrator under NRS 38.226	01/22/2020	V	DIRECT001030-001037
Supplemental Briefing in Support of Opposition to Motion for Provisional Relief Under NRS 38.222 in order to Expunge Liens and Release Bonds in Accordance with NRS 108.2275 and NRS 108.2421 and to Dismiss Direct's Claims or, in the Alternative, Motion for the Appointment of a New Arbitrator Under NRS 38.226	01/22/2020	V	DIRECT001038-001085
Third Party Summons (Scott Prokopchuk)	10/30/2019	I	DIRECT000082-83
Third Party Summons (Scott Prokopchuk)	11/21/2019	II	DIRECT000445-447
Transcript	01/24/2020	V	DIRECT001086-001095

## BORING LOG GENERAL NOTES

CONSISTENCY OF FINE-GRAINED SOILS			RELATIVE DENSITY OF COARSE-GRAINED SOILS	
Unconfined Compressive Strength, $Q_u$ , psf	Standard Penetration or N-Value (SS) Blows/Ft	Consistency	Standard Penetration (SPT) or N-Value (SS) Blows/Ft	Relative Density
$\leq 500$	$\leq 2$	Very Soft	0 - 3	Very Loose
500 - 1,000	2 - 5	Soft	4 - 9	Loose
1,001 - 2,000	4 - 7	Firm	10 - 29	Medium Dense
2,001 - 4,000	8 - 15	Stiff	30 - 49	Dense
4,001 - 8,000	17 - 32	Very Stiff	50+	Very Dense
$> 8,001$	32+	Hard		

SPT penetration test using 140 pound hammer, with 30 inch free fall on 2 inch outside diameter (1-3/8 ID) sampler  
 For ring sampler using 140 lb hammer, with a 30 inch free fall on 3 inch outside diameter (2-1/2 ID) sample,  
 use  $N\text{-value} \times 0.7$  to get Standard N-value  
 For fine grained soil consistency, thumb penetration used per ASTM D-2488

RELATIVE PROPORTIONS OF SAND AND GRAVEL		GRAIN SIZE TERMINOLOGY	
Descriptive Term of other constituents	Percent of Dry Weight	Major Component of Sample	Particle Size
Trace	$\leq 15$	Boulders	Over 12 inches
With	15 - 29	Cobbles	3 inches to 12 inches
Modifier	$> 30$	Gravel	#4 Sieve to 3 inches
		Sand	#200 Sieve to #4 Sieve
		Silt or Clay	Passing #200 Sieve

RELATIVE HARDNESS OF CEMENTED SOILS (CALICHE)	
Description	General Characteristics
Very Dense to Moderately Hard	Partially Cemented Granular Soil - Can be carved with a knife and broken with force by hand.
Very Stiff to Moderately Hard	Partially Cemented Fine-Grained Soil - Can be carved with a knife and broken with force by hand.
Moderately Hard	Moderate hammer blow required to break a sample
Hard	Heavy hammer blow required to break a sample
Very Hard	Repeated heavy hammer blow required to break a sample

DIRECT000501



# BORING LOG

PROJECT #: 11096-LVR6  
 PROJECT: Inspirada Villages 3 and 4  
 CLIENT: Inspirada Builders  
 LOCATION: 35.9400°, -115.1252°

LOGGED BY: S. Lopez  
 DRILL METHOD: Air Rotary  
 DRILLER: Mooney  
 DATE: 11/4/13  
 ELEVATION: 2636 ft

Depth (ft)	SAMPLES			USCS Symbol	BORING NUMBER: B-1	Consistency	LABORATORY TESTING			
	Sample Type	Blows / 6 in.	Soil Pattern				Water Content (%)	Dry Density (pcf)	Swell (%)	Other Testing
1	X			SM	(Disturbed Surficial Soils - Cut) Light Brown Silty SAND with Gravel, Cobbles, and Boulders; Slightly Moist	L			28	
2	X					MD				
3		50/4"				VD				
4										
5		50/6"								
6										
7										
8										
9										
10		15		GM	Brown Silty GRAVEL with Sand and Cobbles; Slightly Moist	VD				
11		28								
12		50/6"								
13										
14										
15		50/4"			Boring Ends at Approximately 15 Feet Depth No Groundwater Encountered					
16										
17										
18										
19										
20										



# BORING LOG

PROJECT #: 11096-LVR6  
 PROJECT: Inspirada Villages 3 and 4  
 CLIENT: Inspirada Builders  
 LOCATION: 35.9361°, -115.1254°

LOGGED BY: S. Lopez  
 DRILL METHOD: Air Rotary  
 DRILLER: Mooney  
 DATE: 11/4/13  
 ELEVATION: 2654 ft

Depth (ft)	SAMPLES			USCS Symbol	BORING NUMBER: B-3 MATERIAL DESCRIPTION AND COMMENTS	Consistency	LABORATORY TESTING			
	Sample Type	Blows / 6 in.	Soil Pattern				Water Content (%)	Dry Density (pcf)	Swell (%)	Other Testing
1				SM	(Disturbed Surficial Soils - Cut) Light Brown Silty SAND and Gravel, with Cobbles and Boulders; Slightly Moist	L				
2						MD				
3		50/1"			Tan Light Brown	VD				
4										
5		50/3"								
6										
7										
8				GM	Light Brown Silty GRAVEL with Sand and Cobbles; Slightly Moist	VD				
9										
10		50/1"		SM	Brown Silty SAND and Gravel with Cobbles; Slightly Moist	VD				
11										
12										
13										
14										
15		50/2"								
16					Boring Ends at Approximately 15 Feet Depth No Groundwater Encountered					
17										
18										
19										
20										

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**DIRECT000503**



# BORING LOG

PROJECT #: 11095-LVR6  
 PROJECT: Inspirada Villages 3 and 4  
 CLIENT: Inspirada Builders  
 LOCATION: 35.9345°, -115.1229°

LOGGED BY: S. Lopez  
 DRILL METHOD: Air Rotary  
 DRILLER: Mooney  
 DATE: 11/4/13  
 ELEVATION: 2670 ft

SAMPLES				USCS Symbol	BORING NUMBER: B-5	Consistency	LABORATORY TESTING			
Depth (ft)	Sample Type	Blows / 6 in.	Soil Pattern				Water Content (%)	Dry Density (pcf)	Swell (%)	Other Testing
MATERIAL DESCRIPTION AND COMMENTS										
1				SM	(Disturbed Surficial Soils - Cut) Light Brown Silty SAND and Gravel, with Cobbles and Boulders; Slightly Moist	L				
2					Brown	MD				
3		39		GM	Brown Silty GRAVEL with Sand; Slightly Moist	VD				
4		50/5"		SM	Brown Silty SAND and Gravel with Cobbles; Slightly Moist					
5										
6		15		PCEM	PARTIALLY CEMENTED Sand and Gravel with Cobbles	MR				
7										
8										
9										
10										
11		11								
12		50/4"								
13										
14				GM	Brown Silty GRAVEL with Sand; Slightly Moist	VD				
15		50/4"								
					Boring Ends at Approximately 15 Feet Depth No Groundwater Encountered					
16										
17										
18										
19										
20										

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**DIRECT000504**



# BORING LOG

PROJECT #: 11096-LVR6  
 PROJECT: Inspirada Villages 3 and 4  
 CLIENT: Inspirada Builders  
 LOCATION: 35.9356°, -115.1218°

LOGGED BY: S. Lopez  
 DRILL METHOD: Air Rotary  
 DRILLER: Mooney  
 DATE: 11/5/13  
 ELEVATION: 2667 ft

Depth (ft)	SAMPLES			USCS Symbol	BORING NUMBER: B-7 MATERIAL DESCRIPTION AND COMMENTS	Consistency	LABORATORY TESTING			
	Sample Type	Blows / 6 in.	Soil Pattern				Water Content (%)	Dry Density (pcf)	Swell (%)	Other Testing
1				SM	Brown Silty SAND and Gravel, with Cobbles and Boulders; Slightly Moist	L				
2						MD				
3		13				VD				
4		26								
5		44		PCEM	PARTIALLY CEMENTED Sand and Gravel with Cobbles	MH				
6		50/5"								
7				GM	Brown Silty GRAVEL with Sand and Cobbles; Slightly Moist	VD				
8				PCEM	PARTIALLY CEMENTED Sand and Gravel with Cobbles	MH				
9										
10		14		SM	Brown Silty SAND and Gravel, with Cobbles; Slightly Moist	VD				
11		27								
12		50/2"								
13				GM	Brown Silty GRAVEL with Sand and Cobbles; Slightly Moist	VD				
14				PCEM	PARTIALLY CEMENTED Sand and Gravel with Cobbles	MH				
15		50/1"								
16					Boring Ends at Approximately 15 Feet Depth No Groundwater Encountered					
17										
18										
19										
20										

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DIRECT000505



# BORING LOG

PROJECT #: 11096-LVR6  
 PROJECT: Inspirada Villages 3 and 4  
 CLIENT: Inspirada Builders  
 LOCATION: 35.9379°, -115.1215°

LOGGED BY: S. Lopez  
 DRILL METHOD: Air Rotary  
 DRILLER: Mooney  
 DATE: 11/5/13  
 ELEVATION: 2654 ft

Depth (ft)	SAMPLES			USCS Symbol	BORING NUMBER: B-9	Consistency	LABORATORY TESTING			
	Sample Type	Blows / 6 in.	Soil Pattern				Water Content (%)	Dry Density (pcf)	Swell (%)	Other Testing
1				SM	Brown Silty SAND and Gravel, with Cobbles and Boulders; Slightly Moist	L				
2										
3		50/2"		PCEM	PARTIALLY CEMENTED Sand and Gravel with Cobbles	MH				
4										
5		50/1"								
6				SM	Brown Silty SAND and Gravel, with Cobbles; Slightly Moist	VD				
7										
8										
9				PCEM	PARTIALLY CEMENTED Sand and Gravel with Cobbles	MH				
10		50/6"		SM	Brown Silty SAND and Gravel, with Cobbles; Slightly Moist	VD				
11				PCEM	PARTIALLY CEMENTED Sand and Gravel with Cobbles	MH				
12										
13				SM	Brown Silty SAND and Gravel, with Cobbles; Slightly Moist	VD				
14				GM	Brown Silty GRAVEL with Sand and Cobbles; Slightly Moist	VD				
15		50/0"								
16					Boring Ends at Approximately 15 Feet Depth No Groundwater Encountered					
17										
18										
19										
20										



# BORING LOG

PROJECT #: 11096-LVR6  
 PROJECT: Inspirada Villages 3 and 4  
 CLIENT: Inspirada Builders  
 LOCATION: 35.9403°, -115.1227°

LOGGED BY: S. Lopez  
 DRILL METHOD: Air Rotary  
 DRILLER: Mooney  
 DATE: 11/5/13  
 ELEVATION: 2637 ft

Depth (ft)	SAMPLES			USCS Symbol	BORING NUMBER: B-11	Consistency	LABORATORY TESTING			
	Sample Type	Blows / 6 in.	Soil Pattern				Water Content (%)	Dry Density (pcf)	Swell (%)	Other Testing
1				SM	Brown Silty SAND and Gravel, with Cobbles and Boulders; Slightly Moist	L				
2						MD				
3		50/2"				VD				
4										
5		50/1"								
6				PCEM	PARTIALLY CEMENTED Sand and Gravel with Cobbles	MH				
7				SM	Brown Silty SAND and Gravel, with Cobbles; Slightly Moist	VD				
8										
9				PCEM	PARTIALLY CEMENTED Sand and Gravel with Cobbles	MH				
10		50/1"								
11										
12										
13										
14										
15		50/0"								
16					Boring Ends at Approximately 15 Feet Depth No Groundwater Encountered					
17										
18										
19										
20										



# BORING LOG

PROJECT #: 11096-LVR6  
 PROJECT: Inspirada Villages 3 and 4  
 CLIENT: Inspirada Builders  
 LOCATION: 35.9366°, -115.1217°

LOGGED BY: S. Lopez  
 DRILL METHOD: Air Rotary  
 DRILLER: Mooney  
 DATE: 11/6/13  
 ELEVATION: 2662 ft.

Depth (ft)	SAMPLES			USCS Symbol	BORING NUMBER: B-13 MATERIAL DESCRIPTION AND COMMENTS	Consistency	LABORATORY TESTING			
	Sample Type	Blows / 6 in	Soil Pattern				Water Content (%)	Dry Density (pcf)	Swell (%)	Other Testing
1				SM	Brown Silty SAND and Gravel, with Cobbles and Boulders; Slightly Moist	L				
2				GM	Brown Silty GRAVEL with Sand and Cobbles; Slightly Moist	D				
3		50/6"		PCEM	PARTIALLY CEMENTED Sand and Gravel with Cobbles	MH				
4										
5		50/6"								
6										
7										
8										
9				SM	Brown Silty SAND and Gravel, with Cobbles; Slightly Moist	VD				
10		17								
11		45								
12		50/6"								
13										
14										
15		50/0"								
16					Boring Ends at Approximately 15 Feet Depth No Groundwater Encountered					
17										
18										
19										
20										



# BORING LOG

PROJECT #: 11096-LVR6

PROJECT: Inspirada Villages 3 and 4

CLIENT: Inspirada Builders

LOCATION: 35.9370°, -115.1240°

LOGGED BY: S. Lopez

DRILL METHOD: Air Rotary

DRILLER: Mooney

DATE: 11/6/13

ELEVATION: 2651 ft

Depth (ft)	SAMPLES			USCS Symbol	BORING NUMBER: B-15 MATERIAL DESCRIPTION AND COMMENTS	Consistency	LABORATORY TESTING			
	Sample Type	Blows / 6 in.	Soil Pattern				Water Content (%)	Dry Density (pcf)	Swell (%)	Other Testing
1				SM	Brown Silty SAND and Gravel, with Cobbles and Boulders; Slightly Moist	L				
2				PCEM	PARTIALLY CEMENTED Sand and Gravel with Cobbles	MH				
3		50/5"								
4										
5		17		SM	Brown Silty SAND and Gravel, with Cobbles; Slightly Moist	VD				
6		33								
7		43		PCEM	PARTIALLY CEMENTED Sand and Gravel with Cobbles	MH				
8										
9										
10		22		SM	Brown Silty SAND and Gravel, with Cobbles; Slightly Moist	VD				
11		50/4"								
12				GM	Brown Silty GRAVEL with Sand and Cobbles; Slightly Moist	VD				
13										
14				SM	Brown Silty SAND and Gravel, with Cobbles; Slightly Moist	VD				
15		50/6"								
16					Boring Ends at Approximately 15 Feet Depth No Groundwater Encountered					
17										
18										
19										
20										

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**DIRECT000509**



# BORING LOG

PROJECT #: 11096-LVR6  
 PROJECT: Inspirada Villages 3 and 4  
 CLIENT: Inspirada Builders  
 LOCATION: 35.9379° -115.1253°

LOGGED BY: S. Lopez  
 DRILL METHOD: Air Rotary  
 DRILLER: Mooney  
 DATE: 11/7/13  
 ELEVATION: 2646 ft

SAMPLES				USCS Symbol	BORING NUMBER: B-17	Consistency	LABORATORY TESTING			
Depth (ft)	Sample Type	Blows / 6 in	Soil Pattern				Water Content (%)	Dry Density (pcf)	Swell (%)	Other Testing
1		50/5"		SM	Brown Silty SAND with Gravel, Cobbles, and Boulders; Slightly Moist	L			30	
2				PCEM	PARTIALLY CEMENTED Sand and Gravel with Cobbles	MH				
3										
4		14 50/4"		GM	Brown Silty GRAVEL with Sand and Cobbles; Slightly Moist	VD				
5	SM			Brown Silty SAND and Gravel, with Cobbles; Slightly Moist	VD					
6	PCEM			PARTIALLY CEMENTED Sand and Gravel with Cobbles	MH					
7										
8										
9										
10										
11		25 50/3"		SM	Brown Silty SAND and Gravel, with Cobbles; Slightly Moist	VD				
12										
13										
14										
15		50/6"								
16					Boring Ends at Approximately 15 Feet Depth No Groundwater Encountered					
17										
18										
19										
20										



# BORING LOG

PROJECT #: 11096-LVR6  
 PROJECT: Inspirada Villages 3 and 4  
 CLIENT: Inspirada Builders  
 LOCATION: 35.9376°, -115.1224°

LOGGED BY: S. Lopez  
 DRILL METHOD: Air Rotary  
 DRILLER: Mooney  
 DATE: 11/7/13  
 ELEVATION: 2654 ft

Depth (ft)	SAMPLES			USCS Symbol	BORING NUMBER: B-19	Consistency	LABORATORY TESTING			
	Sample Type	Blows / 6 in.	Soil Pattern				Water Content (%)	Dry Density (pcf)	Swell (%)	Other Testing
1				SM	Brown Silty SAND and Gravel, with Cobbles and Boulders; Slightly Moist	LC				
2				PCEM	PARTIALLY CEMENTED Sand and Gravel with Cobbles	MH				
3		49								
4		50/2"								
5										
6		50/6"								
7				SM	Brown Silty SAND and Gravel, with Cobbles; Slightly Moist	VD				
8				GM	Brown Silty GRAVEL with Sand and Cobbles; Slightly Moist	VD				
9										
10		16		SM	Brown Silty SAND and Gravel, with Cobbles; Slightly Moist	VD				
11		34								
12		50/5"		PCEM	PARTIALLY CEMENTED Sand and Gravel with Cobbles	MH				
13										
14				GM	Brown Silty GRAVEL with Sand and Cobbles; Slightly Moist	VD				
15		50/0"								
16					Boring Ends at Approximately 15 Feet Depth No Groundwater Encountered					
17										
18										
19										
20										

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**DIRECT000511**



# BORING LOG

PROJECT #: 11096-LVR6  
 PROJECT: Inspirada Villages 3 and 4  
 CLIENT: Inspirada Builders  
 LOCATION: 35.9397°, -115.1202°

LOGGED BY: S. Lopez  
 DRILL METHOD: Air Rotary  
 DRILLER: Mooney  
 DATE: 11/7/13  
 ELEVATION: 2647 ft

Depth (ft)	SAMPLES			USCS Symbol	BORING NUMBER: B-21	Consistency	LABORATORY TESTING			
	Sample Type	Blows / 6 in.	Soil Pattern				Water Content (%)	Dry Density (pcf)	Swell (%)	Other Testing
					<b>MATERIAL DESCRIPTION AND COMMENTS</b>					
1				SM	Brown Silty SAND and Gravel, with Cobbles and Boulders; Slightly Moist	L				
2						MD				
3		35				VD				
4		50/2"		PCEM	PARTIALLY CEMENTED Sand and Gravel with Cobbles	MH				
5				SM	Brown Silty SAND and Gravel, with Cobbles; Slightly Moist	VD				
6		50/5"		PCEM	PARTIALLY CEMENTED Sand and Gravel with Cobbles	MH				
7										
8				SM	Brown Silty SAND and Gravel, with Cobbles; Slightly Moist	VD				
9										
10		50/2"		PCEM	PARTIALLY CEMENTED Sand and Gravel with Cobbles	MH				
11										
12										
13										
14										
15		50/1"								
16					Boring Ends at Approximately 15 Feet Depth No Groundwater Encountered					
17										
18										
19										
20										



# BORING LOG

PROJECT #: 11096-LVR6  
 PROJECT: Inspirada Villages 3 and 4  
 CLIENT: Inspirada Builders  
 LOCATION: 35.9377°, -115.1178°

LOGGED BY: S. Lopez  
 DRILL METHOD: Air Rotary  
 DRILLER: Mooney  
 DATE: 11/8/13  
 ELEVATION: 2663 ft

SAMPLES				USCS Symbol	BORING NUMBER: B-23	Consistency	LABORATORY TESTING				
Depth (ft)	Sample Type	Blows / 6 in	Soil Pattern				MATERIAL DESCRIPTION AND COMMENTS	Water Content (%)	Dry Density (pcf)	Swell (%)	Other Testing
1				FILL	Brown Silty SAND and Gravel, with Cobbles and Boulders; Slightly Moist	L					
2					MD						
3		26 40 43			VD						
4											
5				SM	Brown Silty SAND and Gravel, with Cobbles; Slightly Moist	VD					
6		22 37 42									
7											
8											
9											
10											
11		50/2"									
12											
13											
14											
15		27 50/4"									
16					Boring Ends at Approximately 15 Feet Depth No Groundwater Encountered						
17											
18											
19											
20											



# BORING LOG

PROJECT #: 11096-LVR6  
 PROJECT: Inspirada Villages 3 and 4  
 CLIENT: Inspirada Builders  
 LOCATION: 35.9324°, -115.1217°

LOGGED BY: S. Lopez  
 DRILL METHOD: Air Rotary  
 DRILLER: Mooney  
 DATE: 11/8/13  
 ELEVATION: 2687 ft

Depth (ft)	SAMPLES			USCS Symbol	BORING NUMBER: B-25 MATERIAL DESCRIPTION AND COMMENTS	Consistency	LABORATORY TESTING			
	Sample Type	Blows / 6 in	Soil Pattern				Water Content (%)	Dry Density (pcf)	Swell (%)	Other Testing
1	X			SM	Brown Silty SAND with Gravel, Cobbles, and Boulders; Slightly Moist	I			34	
2	X			PCEM	PARTIALLY CEMENTED Sand and Gravel with Cobbles	MH				
3		50/6"								
4				SM	Brown Silty SAND and Gravel, with Cobbles; Slightly Moist	VD				
5		37								
6		50/3"								
7										
8										
9										
10										
11		22 29 37								
12				PCEM	PARTIALLY CEMENTED Sand and Gravel with Cobbles	MH				
13				SM	Brown Silty SAND and Gravel, with Cobbles; Slightly Moist	VD				
14		27 35 33								
15					Boring Ends at Approximately 15 Feet Depth No Groundwater Encountered					
16										
17										
18										
19										
20										



# BORING LOG

PROJECT #: 11096-LVR6  
 PROJECT: Inspirada Villages 3 and 4  
 CLIENT: Inspirada Builders  
 LOCATION: 35.9328°, -115.1231°

LOGGED BY: S. Lopez  
 DRILL METHOD: Air Rotary  
 DRILLER: Mooney  
 DATE: 11/11/13  
 ELEVATION: 2685 ft

Depth (ft)	SAMPLES			USCS Symbol	BORING NUMBER: B-27	Consistency	LABORATORY TESTING			
	Sample Type	Blows / 6 in.	Soil Pattern				Water Content (%)	Dry Density (pcf)	Swell (%)	Other Testing
1	X	32	50/6"	SW-SM	Brown Well Graded SAND with Silt, Gravel, Cobbles, and Boulders; Slightly Moist	L			0.4	
2						MD				
3						VD				
4				PCEM	PARTIALLY CEMENTED Sand and Gravel with Cobbles	MH				
5				SM	Brown Silty SAND and Gravel, with Cobbles; Slightly Moist	VD				
6		19								
7		32								
8		37								
9				PCEM	PARTIALLY CEMENTED Sand and Gravel with Cobbles	MH				
10				SM	Brown Silty SAND and Gravel, with Cobbles; Slightly Moist	VD				
11		18								
12		50/6"								
13				PCEM	PARTIALLY CEMENTED Sand and Gravel with Cobbles	MH				
14				SM	Brown Silty SAND and Gravel, with Cobbles; Slightly Moist	VD				
15		27								
16		50/5"								
17					Boring Ends at Approximately 15 Feet Depth					
18					No Groundwater Encountered					
19										
20										

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**DIRECT000515**



# BORING LOG

PROJECT #: 11096-LVR6  
 PROJECT: Inspirada Villages 3 and 4  
 CLIENT: Inspirada Builders  
 LOCATION: 35.9325°, -115.1200°

LOGGED BY: S. Lopez  
 DRILL METHOD: Air Rotary  
 DRILLER: Mooney  
 DATE: 11/12/13  
 ELEVATION: 2690 ft

Depth (ft)	SAMPLES			USCS Symbol	BORING NUMBER: B-29 MATERIAL DESCRIPTION AND COMMENTS	Consistency	LABORATORY TESTING			
	Sample Type	Blows / 6 in.	Soil Pattern				Water Content (%)	Dry Density (pcf)	Swell (%)	Other Testing
1				SM	Light Brown Silty SAND and Gravel, with Cobbles and Boulders, Slightly Moist	L				
2						MD				
3		50/0"				VD				
4										
5		50/6"		PCEM	PARTIALLY CEMENTED Sand and Gravel with Cobbles	MH				
6										
7										
8										
9				GM	Brown Silty GRAVEL with Sand and Cobbles; Slightly Moist	VD				
10		27								
11		33		SM	Brown Silty SAND and Gravel, with Cobbles; Slightly Moist	VD				
12		50/2"								
13										
14		28								
15		50/5"								
16					Boring Ends at Approximately 15 Feet Depth No Groundwater Encountered					
17										
18										
19										
20										



# BORING LOG

PROJECT #: 11096-LVR6  
 PROJECT: Inspirada Villages 3 and 4  
 CLIENT: Inspirada Builders  
 LOCATION: 35.9307°, -115.1208°

LOGGED BY: S. Lopez  
 DRILL METHOD: Air Rotary  
 DRILLER: Mooney  
 DATE: 11/12/13  
 ELEVATION: 2701 ft

Depth (ft)	SAMPLES			USCS Symbol	BORING NUMBER: B-31 MATERIAL DESCRIPTION AND COMMENTS	Consistency	LABORATORY TESTING			
	Sample Type	Blows / 6 in.	Soil Pattern				Water Content (%)	Dry Density (pcf)	Swell (%)	Other Testing
1				SM	Brown Silty SAND and Gravel, with Cobbles and Boulders; Slightly Moist	EH				
2				PCEM	PARTIALLY CEMENTED Sand and Gravel with Cobbles	MH				
3		50/6"								
4				SM	Brown Silty SAND and Gravel, with Cobbles; Slightly Moist	VD				
5		50/1"								
6				PCEM	PARTIALLY CEMENTED Sand and Gravel with Cobbles	MH				
7				SM	Brown Silty SAND and Gravel, with Cobbles; Slightly Moist	VD				
8										
9				GM	Brown Silty GRAVEL with Sand and Cobbles; Slightly Moist	VD				
10		16								
11		35								
12		42								
13				SM	Brown Silty SAND and Gravel, with Cobbles; Slightly Moist	VD				
14										
15		50/4"								
16					Boring Ends at Approximately 15 Feet Depth No Groundwater Encountered					
17										
18										
19										
20										



# BORING LOG

PROJECT #: 11096-LVR6  
 PROJECT: Inspirada Villages 3 and 4  
 CLIENT: Inspirada Builders  
 LOCATION: 35.9303°, -115.1186°

LOGGED BY: S. Lopez  
 DRILL METHOD: Air Rotary  
 DRILLER: Mooney  
 DATE: 11/12/13  
 ELEVATION: 2711 ft

Depth (ft)	SAMPLES			USCS Symbol	BORING NUMBER: B-33 MATERIAL DESCRIPTION AND COMMENTS	Consistency	LABORATORY TESTING			
	Sample Type	Blows / 6 in.	Soil Pattern				Water Content (%)	Dry Density (pcf)	Swell (%)	Other Testing
1	X			GM	Brown Silty GRAVEL with Sand, Cobbles, and Boulders; Slightly Moist	L			0.1	
2				CEM	CEMENTED Sand and Gravel, with Cobbles	H				
3		23		SM	Brown Silty SAND and Gravel, with Cobbles; Slightly Moist	VD				
4		50/3"								
5										
6		29		PCEM	PARTIALLY CEMENTED Sand and Gravel with Cobbles	MH				
7		50/5"		SM	Brown Silty SAND and Gravel, with Cobbles; Slightly Moist	VD				
8										
9				PCEM	PARTIALLY CEMENTED Sand and Gravel with Cobbles	MH				
10				SM	Brown Silty SAND and Gravel, with Cobbles; Slightly Moist	VD				
11		27								
12		34								
13		17								
14										
15		24								
16		37								
17		36								
18					Boring Ends at Approximately 15 Feet Depth No Groundwater Encountered					
19										
20										



# BORING LOG

PROJECT #: 11096-LVR6  
 PROJECT: Inspirada Villages 3 and 4  
 CLIENT: Inspirada Builders  
 LOCATION: 35.9276°, -115.1181°

LOGGED BY: S. Lopez  
 DRILL METHOD: Air Rotary  
 DRILLER: Mooney  
 DATE: 11/13/13  
 ELEVATION: 2729 ft

Depth (ft)	SAMPLES		USCS Symbol	BORING NUMBER: B-35	Consistency	LABORATORY TESTING			
	Sample Type	Blows / 6 in.				Water Content (%)	Dry Density (pcf)	Swell (%)	Other Testing
1	X		SM	Brown Silty SAND with Gravel, Cobbles, and Boulders; Slightly Moist	L			1.3	
2			PCEM	PARTIALLY CEMENTED Sand and Gravel with Cobbles	MH				
3		50/6"							
4									
5		50/5"							
6									
7									
8									
9									
10		50/0"							
11									
12									
13									
14		22	SM	Brown Silty SAND and Gravel, with Cobbles and Boulders; Slightly Moist	VD				
15		50/4"							
16				Boring Ends at Approximately 15 Feet Depth No Groundwater Encountered					
17									
18									
19									
20									



# BORING LOG

PROJECT #: 11096-LVR6  
 PROJECT: Inspirada Villages 3 and 4  
 CLIENT: Inspirada Builders  
 LOCATION: 35.9326°, -115.1168°

LOGGED BY: S. Lopez  
 DRILL METHOD: Air Rotary  
 DRILLER: Mooney  
 DATE: 11/13/13  
 ELEVATION: 2693 ft

Depth (ft)	SAMPLES			BORING NUMBER: B-37	Consistency	LABORATORY TESTING			
	Sample Type	Blows / 6 in.	Soil Pattern	USCS Symbol		Water Content (%)	Dry Density (pcf)	Swell (%)	Other Testing
1	X			SW-SM	Brown Well Graded SAND with Silt, Gravel, Cobbles and Boulders; Slightly Moist	L			
2	X					D			
3		50/5"		PCSM	PARTIALLY CEMENTED Sand and Gravel, with Cobbles	MH			
4				SM	Brown Silty SAND and Gravel, with Cobbles; Slightly Moist	VD			
5		22							
6		26							
7		50/4"		PCSM	PARTIALLY CEMENTED Sand and Gravel, with Cobbles	MH			
8				SM	Brown Silty SAND and Gravel, with Cobbles; Slightly Moist	VD			
9									
10				GM	Brown Silty GRAVEL with Sand and Cobbles; Slightly Moist	VD			
11		29							
12		36							
13		44		CEM	CEMENTED Sand and Gravel, with Cobbles	H			
14				SM	Brown Silty SAND and Gravel, with Cobbles; Slightly Moist	VD			
15		29							
16		33							
17		35							
18									
19									
20									
Boring Ends at Approximately 15 Feet Depth No Groundwater Encountered									



# BORING LOG

PROJECT #: 11096-LVR6  
 PROJECT: Inspirada Villages 3 and 4  
 CLIENT: Inspirada Builders  
 LOCATION: 35.9306°, -115.1165°

LOGGED BY: S. Lopez  
 DRILL METHOD: Air Rotary  
 DRILLER: Mooney  
 DATE: 11/13/13  
 ELEVATION: 2712 ft

Depth (ft)	SAMPLES			USCS Symbol	BORING NUMBER: B-39	Consistency	LABORATORY TESTING			
	Sample Type	Blows / 6 in	Soil Pattern				Water Content (%)	Dry Density (pcf)	Swell (%)	Other Testing
1	X			SM	Light Brown Silty SAND with Gravel and Cobbles; Slightly Moist	L			10	
2				PCEM	PARTIALLY CEMENTED Sand and Gravel, with Cobbles	MH				
3		50/5"								
4				SM	Brown Silty SAND and Gravel, with Cobbles; Slightly Moist	VD				
5										
6		27 50/3"								
7				CEM	CEMENTED Sand and Gravel, with Cobbles	H				
8										
9				SM	Brown Silty SAND and Gravel, with Cobbles; Slightly Moist	VD				
10										
11		50/2"								
12										
13										
14										
15		17 50/1"								
16					Boring Ends at Approximately 15 Feet Depth No Groundwater Encountered					
17										
18										
19										
20										



# BORING LOG

PROJECT #: 11096-LVR6

PROJECT: Inspirada Villages 3 and 4

CLIENT: Inspirada Builders

LOCATION: 35.9278°, -115.1170°

LOGGED BY: S. Lopez

DRILL METHOD: Air Rotary

DRILLER: Mooney

DATE: 11/13/13

ELEVATION: 2731 ft

Depth (ft)	SAMPLES			USCS Symbol	BORING NUMBER: B-41 MATERIAL DESCRIPTION AND COMMENTS	Consistency	LABORATORY TESTING			
	Sample Type	Blows / 6 in	Soil Pattern				Water Content (%)	Dry Density (pcf)	Swell (%)	Other Testing
1				SM	Light Brown Silty SAND and Gravel, with Cobbles and Boulders; Slightly Moist	L				
2				PCEM	PARTIALLY CEMENTED Sand and Gravel, with Cobbles	MH				
3		50/5"								
4										
5		50/4"								
6				CEM	CEMENTED Sand and Gravel, with Cobbles	H				
7										
8										
9				PCEM	PARTIALLY CEMENTED Sand and Gravel, with Cobbles	MH				
10		50/1"								
11										
12										
13					Boring Ends at Approximately 15 Feet Depth No Groundwater Encountered					
14										
15		50/6"								
16										
17										
18										
19										
20										

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**DIRECT000522**



# BORING LOG

PROJECT #: 11096-LVR6  
 PROJECT: Inspirada Villages 3 and 4  
 CLIENT: Inspirada Builders  
 LOCATION: 35.9325°, -115.1146°

LOGGED BY: S. Lopez  
 DRILL METHOD: Air Rotary  
 DRILLER: Mooney  
 DATE: 11/14/13  
 ELEVATION: 2707 ft

Depth (ft)	SAMPLES			USCS Symbol	BORING NUMBER: B-43 MATERIAL DESCRIPTION AND COMMENTS	Consistency	LABORATORY TESTING			
	Sample Type	Blows / 6 in.	Soil Pattern				Water Content (%)	Dry Density (pcf)	Swell (%)	Other Testing
1				SM	(Disturbed Surficial Soils - Cut) Light Brown Silty SAND and Gravel, with Cobbles and Boulders; Slightly Moist	L				
2										
3		50/1"		PCEM	PARTIALLY CEMENTED Sand and Gravel, with Cobbles	MH				
4										
5		20		SM	Brown Silty SAND and Gravel, with Cobbles; Slightly Moist	VD				
6		50/2"								
7				PCEM	PARTIALLY CEMENTED Sand and Gravel, with Cobbles	MH				
8				SM	Brown Silty SAND and Gravel, with Cobbles; Slightly Moist	VD				
9										
10		50/5"		PCEM	PARTIALLY CEMENTED Sand and Gravel, with Cobbles	MH				
11										
12				SM	Brown Silty SAND and Gravel, with Cobbles; Slightly Moist	VD				
13										
14		27								
15		50/5"								
16					Boring Ends at Approximately 15 Feet Depth No Groundwater Encountered					
17										
18										
19										
20										



# BORING LOG

PROJECT #: 11096-LVR6  
 PROJECT: Inspirada Villages 3 and 4  
 CLIENT: Inspirada Builders  
 LOCATION: 35.9285°, -115.1139°

LOGGED BY: S. Lopez  
 DRILL METHOD: Air Rotary  
 DRILLER: Mooney  
 DATE: 11/15/13  
 ELEVATION: 2727 ft

Depth (ft)	SAMPLES			USCS Symbol	BORING NUMBER: B-45	Consistency	LABORATORY TESTING			
	Sample Type	Blows / 6 in	Soil Pattern				Water Content (%)	Dry Density (pcf)	Swell (%)	Other Testing
1	X			SM	(Disturbed Surficial Soils - Cut) Light Brown Silty SAND with Gravel, Cobbles, and Boulders; Slightly Moist	L			00	
2						MD				
3		50/1"				VD				
4				PCEM	PARTIALLY CEMENTED Sand and Gravel, with Cobbles	MH				
5		50/0"								
6										
7										
8										
9				SM	Brown Silty SAND and Gravel, with Cobbles; Slightly Moist	VD				
10		26								
11		34								
12		37								
13				PCEM	PARTIALLY CEMENTED Sand and Gravel, with Cobbles	MH				
14										
15		50/2"								
16					Boring Ends at Approximately 15 Feet Depth No Groundwater Encountered					
17										
18										
19										
20										



# BORING LOG

PROJECT #: 11096-LVR6  
 PROJECT: Inspirada Villages 3 and 4  
 CLIENT: Inspirada Builders  
 LOCATION: 35.9262°, -115.1152°

LOGGED BY: S. Lopez  
 DRILL METHOD: Air Rotary  
 DRILLER: Mooney  
 DATE: 11/15/13  
 ELEVATION: 2740 ft.

Depth (ft)	SAMPLES			USCS Symbol	BORING NUMBER: B-47	Consistency	LABORATORY TESTING			
	Sample Type	Blows / 6 in.	Soil Pattern				Water Content (%)	Dry Density (pcf)	Swell (%)	Other Testing
					<b>MATERIAL DESCRIPTION AND COMMENTS</b>					
1				SM	(Disturbed Surface) Soils - Cut) Brown Silty SAND and Gravel, with Cobbles and Boulders; Slightly Moist	L				
2				PCEM	PARTIALLY CEMENTED Sand and Gravel, with Cobbles	MH				
3		50/3"		SM	Brown Silty SAND and Gravel, with Cobbles; Slightly Moist	VD				
4										
5		50/2"								
6										
7				PCEM	PARTIALLY CEMENTED Sand and Gravel, with Cobbles	MH				
8				SM	Brown Silty SAND and Gravel, with Cobbles; Slightly Moist	VD				
9										
10		50/6"		PCEM	PARTIALLY CEMENTED Sand and Gravel, with Cobbles	MH				
11										
12				SM	Brown Silty SAND and Gravel, with Cobbles; Slightly Moist	VD				
13				PCEM	PARTIALLY CEMENTED Sand and Gravel, with Cobbles	MH				
14										
15		50/5"								
16					Boring Ends at Approximately 15 Feet Depth No Groundwater Encountered					
17										
18										
19										
20										



# BORING LOG

PROJECT #: 11096-LVR6  
 PROJECT: Inspirada Villages 3 and 4  
 CLIENT: Inspirada Builders  
 LOCATION: 35.9291°, -115.1130°

LOGGED BY: S. Lopez  
 DRILL METHOD: Air Rotary  
 DRILLER: Mooney  
 DATE: 11/15/13  
 ELEVATION: 2732 ft

Depth (ft)	SAMPLES			USCS Symbol	BORING NUMBER: B-49	Consistency	LABORATORY TESTING			
	Sample Type	Blows / 6 in.	Soil Pattern				Water Content (%)	Dry Density (pcf)	Swell (%)	Other Testing
					MATERIAL DESCRIPTION AND COMMENTS					
1				SM	(Disturbed Surficial Soils - Cut) Light Brown Silty SAND and Gravel, with Cobbles and Boulders; Slightly Moist	L				
2						MD				
3		22				VD				
4		37								
5		38								
6		19								
7		27								
8		34								
9										
10		50/4"								
11										
12				PCEM	PARTIALLY CEMENTED Sand and Gravel, with Cobbles	MH				
13										
14										
15		50/6"								
16					Boring Ends at Approximately 15 Feet Depth No Groundwater Encountered					
17										
18										
19										
20										



# BORING LOG

PROJECT #: 11096-LVR6  
 PROJECT: Inspirada Villages 3 and 4  
 CLIENT: Inspirada Builders  
 LOCATION: 35.9295°, -115.1122°

LOGGED BY: S. Lopez  
 DRILL METHOD: Air Rotary  
 DRILLER: Mooney  
 DATE: 11/15/13  
 ELEVATION: 2768 ft

SAMPLES				USCS Symbol	BORING NUMBER: B-51	Consistency	LABORATORY TESTING			
Depth (ft)	Sample Type	Blows / 6 in.	Soil Pattern				Water Content (%)	Dry Density (pcf)	Swell (%)	Other Testing
1				FILL	Light Brown Silty SAND with Gravel, Cobbles; Slightly Moist	L			0.9	
2						MD				
3	VD									
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16				Boring Ends at Approximately 15 Feet Depth No Groundwater Encountered						
17										
18										
19										
20										

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**DIRECT000527**



# BORING LOG

PROJECT #: 11096-LVR6  
 PROJECT: Inspirada Villages 3 and 4  
 CLIENT: Inspirada Builders  
 LOCATION: 35.9313°, -115.1140°

LOGGED BY: S. Lopez  
 DRILL METHOD: Air Rotary  
 DRILLER: Mooney  
 DATE: 11/15/13  
 ELEVATION: 2722 ft

SAMPLES				USCS Symbol	BORING NUMBER: B-53	Consistency	LABORATORY TESTING			
Depth (ft)	Sample Type	Blows / 6 in.	Soil Pattern				Water Content (%)	Dry Density (pcf)	Swell (%)	Other Testing
MATERIAL DESCRIPTION AND COMMENTS										
1				SM	(Disturbed Surficial Soils - Cut) Brown Silty SAND and Gravel, with Cobbles and Boulders; Slightly Moist	L				
2						MD				
3		50/1				VD				
4										
5		22								
6		37								
7		50/4								
8										
9										
10		22								
11		50/3								
12					Boring Ends at Approximately 11.5 Feet Depth Loss of Circulation No Groundwater Encountered					
13										
14										
15										
16										
17										
18										
19										
20										

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**DIRECT000528**



# BORING LOG

PROJECT #: 11096-LVR6

PROJECT: Inspirada Villages 3 and 4

CLIENT: Inspirada Builders

LOCATION: 35.9322°, -115.1179°

LOGGED BY: S. Lopez

DRILL METHOD: Air Rotary

DRILLER: Mooney

DATE: 11/18/13

ELEVATION: 2696 ft

Depth (ft)	SAMPLES			USCS Symbol	BORING NUMBER: B-55	Consistency	LABORATORY TESTING			
	Sample Type	Blows / 6 in	Soil Pattern				Water Content (%)	Dry Density (pcf)	Swell (%)	Other Testing
1	X			SM	Light Brown Silty SAND with Gravel, Cobbles and Boulders; Slightly Moist	L			1.3	
2						MD				
3		29				VD				
4		35								
5		31								
6		50/0"		PCEM	PARTIALLY CEMENTED Sand and Gravel, with Cobbles	MH				
7				SM	Brown Silty SAND and Gravel, with Cobbles; Slightly Moist	VD				
8				PCEM	PARTIALLY CEMENTED Sand and Gravel, with Cobbles	MH				
9										
10		15		SM	Brown Silty SAND and Gravel, with Cobbles; Slightly Moist	VD				
11		27								
12		32								
13										
14		18								
15		25								
16		33								
17					Boring Ends at Approximately 15 Feet Depth					
18					No Groundwater Encountered					
19										
20										



# BORING LOG

PROJECT #: 11096-LVR6  
 PROJECT: Inspirada Villages 3 and 4  
 CLIENT: Inspirada Builders  
 LOCATION: 35.9302°, -115.1206°

LOGGED BY: S. Lopez  
 DRILL METHOD: Air Rotary  
 DRILLER: Mooney  
 DATE: 11/19/13  
 ELEVATION: 2704 ft

SAMPLES				USCS Symbol	BORING NUMBER: B-57	Consistency	LABORATORY TESTING			
Depth (ft)	Sample Type	Blows / 6 in.	Soil Pattern				Water Content (%)	Dry Density (pcf)	Swell (%)	Other Testing
					MATERIAL DESCRIPTION AND COMMENTS					
1				SM	Brown Silty SAND and Gravel, with Cobbles and Boulders; Slightly Moist	L				
2						MD				
3		26				VD				
4		31								
5		28								
6		50/4"								
7										
8				PCEM	PARTIALLY CEMENTED Sand and Gravel, with Cobbles	MH				
9				SM	Brown Silty SAND and Gravel, with Cobbles; Slightly Moist	VD				
10		28								
11		33								
12		50/4"								
13				PCEM	PARTIALLY CEMENTED Sand and Gravel, with Cobbles	MH				
14				SM	Brown Silty SAND and Gravel, with Cobbles; Slightly Moist	VD				
15		50/0"			Boring Ends at Approximately 15 Feet Depth No Groundwater Encountered					
16										
17										
18										
19										
20										



# BORING LOG

PROJECT #: 11096-LVR6  
 PROJECT: Inspirada Villages 3 and 4  
 CLIENT: Inspirada Builders  
 LOCATION: 35.9275°, -115.1203°

LOGGED BY: S. Lopez  
 DRILL METHOD: Air Rotary  
 DRILLER: Mooney  
 DATE: 11/19/13  
 ELEVATION: 2729 ft

SAMPLES				USCS Symbol	BORING NUMBER: B-59	Consistency	LABORATORY TESTING				
Depth (ft)	Sample Type	Blows / 6 in.	Soil Pattern				Water Content (%)	Dry Density (pcf)	Swell (%)	Other Testing	
					MATERIAL DESCRIPTION AND COMMENTS						
1				SM	Light Brown Silty SAND and Gravel, with Cobbles and Boulders; Slightly Moist	L					
2						MD					
3		11									
4		12									
5		15									
6		21					VD				
7		50/5"									
8				PCEM	PARTIALLY CEMENTED Sand and Gravel, with Cobbles	MH					
9											
10											
11		25		SM	Brown Silty SAND and Gravel, with Cobbles; Slightly Moist	VD					
12		50/4"									
13											
14		21									
15		28									
16		31									
17					Boring Ends at Approximately 15 Feet Depth No Groundwater Encountered						
18											
19											
20											

6835 S. Escondido Street, Las Vegas, Nevada 89119 (702) 897-1424 Fax: (702) 897-2213

**DIRECT000531**



# BORING LOG

PROJECT #: 11096-LVR6  
 PROJECT: Inspirada Villages 3 and 4  
 CLIENT: Inspirada Builders  
 LOCATION: 35.9264° -115.1195°

LOGGED BY: S. Lopez  
 DRILL METHOD: Air Rotary  
 DRILLER: Mooney  
 DATE: 11/19/13  
 ELEVATION: 2734 ft


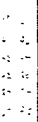
Depth (ft)	SAMPLES			USCS Symbol	BORING NUMBER: B-61 MATERIAL DESCRIPTION AND COMMENTS	Consistency	LABORATORY TESTING			
	Sample Type	Blows / 6 in.	Soil Pattern				Water Content (%)	Dry Density (pcf)	Swell (%)	Other Testing
1	X	26	50/4"	SM	Brown Silty SAND with Gravel, Cobbles, and Boulders; Slightly Moist	L			0.1	
2						MD				
3						VD				
4				PCEM	PARTIALLY CEMENTED Sand and Gravel, with Cobbles	MH				
5				SM	Brown Silty SAND and Gravel, with Cobbles; Slightly Moist	VD				
6				PCEM		MH				
7				SM		VD				
8										
9										
10										
11										
12										
13										
14										
15										
16					Boring Ends at Approximately 15 Feet Depth No Groundwater Encountered					
17										
18										
19										
20										



# BORING LOG

PROJECT #: 11096-LVR6  
 PROJECT: Inspirada Villages 3 and 4  
 CLIENT: Inspirada Builders  
 LOCATION: 35.9326°, -115.1134°

LOGGED BY: S. Lopez  
 DRILL METHOD: Air Rotary  
 DRILLER: Mooney  
 DATE: 11/19/13  
 ELEVATION: 2721 ft

SAMPLES				USCS Symbol	BORING NUMBER: B-63	Consistency	LABORATORY TESTING			
Depth (ft)	Sample Type	Blows / 6 in.	Soil Pattern				Water Content (%)	Dry Density (pcf)	Swell (%)	Other Testing
MATERIAL DESCRIPTION AND COMMENTS										
1		50/2"		SM	Light Brown Silty SAND with Gravel, Cobbles, and Boulders; Slightly Moist  Brown	L			15	
2						MD				
3						VD				
4										
5		17								
6		26								
7		29								
8					Boring Ends at Approximately 7.5 Feet Depth Loss of Circulation No Groundwater Encountered					
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										
20										



# BORING LOG

South Edge

South Edge, LLC

W.O. 5221-LV6

BORING NO: B-2X

DATE: 4/16/2004

Depth (ft)	SAMPLES		Soil Pattern	USCS Symbol	MATERIAL DESCRIPTION AND COMMENTS	Remarks
	Sample Type	Blows/6 inches				
0				SM	Brown Silty SAND with Gravel, Cobbles and Boulders, Slightly Moist	0'-0' 5' Loose
1				GM	Brown Silty Gravel with Sand, Cobbles and Boulders; Slightly Moist	0' 5'-10' Dense to Very Dense
2						
3						
4						
5						
6						
7						
8						
9						
10					End of Boring @ 10 feet	

## Legend:



Ring Sample



Bulk Sample


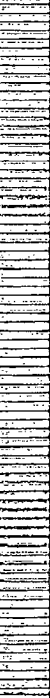






No Recovery



Water Table

	<b>BORING LOG</b>		W.O. 5221-LV6
	South Edge		BORING NO: B-4X
	South Edge, LLC		DATE: 4/16/2004

Depth (ft)	SAMPLES		Soil Pattern	USCS Symbol	MATERIAL DESCRIPTION AND COMMENTS	Remarks
	Sample Type	Blows/6 Inches				
0				SM	Brown Silty SAND with Gravel, Cobbles and Boulders; Slightly Moist	0'-1' Loose
1				GM	Brown Silty Gravel with Sand, Cobbles and Boulders; Slightly Moist	1'-4' Dense to Very Dense
2						
3						
4				POEM	PARTIALLY CEMENTED ALLUVIUM	4'-10' Very Dense to M. Hard
5						
6						
7						
8						
9						
10					End of Boring @ 10 feet	

<b>Legend:</b>	 Ring Sample	 Bulk Sample	 No Recovery	 Water Table
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# BORING LOG

South Edge

South Edge, LLC

W.O. 5221-LV6

BORING NO: B-6X

DATE: 4/16/2004

Depth (ft)	SAMPLES		Soil Pattern	USCS Symbol	MATERIAL DESCRIPTION AND COMMENTS	Remarks
	Sample Type	Blows/ 6 Inches				
0	X			SM	Brown Silty SAND with Gravel, Cobbles and Boulders, Slightly Moist	0'-1' Loose
1				PCEM	PARTIALLY CEMENTED ALLUVIUM occasionally lightly cemented	1'-10' Dense to Very Dense
2						
3						
4						
5						
6						
7						
8						
9						
10					End of Boring @ 10 feet	

Legend:



Ring Sample




Bulk Sample







No Recovery



Water Table

	TEST PIT LOG		W.O. 5221-LV6
			TEST PIT NO: TP-2
LEK, INC.	South Edge, LLC	DATE: 6/7/2005	

Depth (ft)	SAMPLES		Soil Pattern	USCS Symbol	MATERIAL DESCRIPTION AND COMMENTS	Remarks
	Sample Type	Blows/6 Inches				
1				SM	Silty SAND with Gravel and Cobbles, minor Boulders Slightly Moist	0'-1.5' Loose To Medium Dense
2				GM	Silty Gravel with Sand, Cobbles, and Boulders; Slightly Moist	1.5-10' Dense To Very Dense
3						
4						
5						
6						
7						
8						
9						
10					END OF TEST PIT @ 10 FEET	

Legend:	 Ring Sample	 Bulk Sample	 No Recovery	 Water Table
---------	---	---	---	---



# BORING LOG

W.O. #: 7529-LV6  
 PROJECT: Village 3 Infrastructure  
 CLIENT: South Edge, LLC  
 LOCATION: See Geomap

LOGGED BY: J Scheffner  
 DRILL METHOD: Air Rotary  
 DRILLER: Paul Mooney  
 DATE: 11/9/2006

Depth (ft)	SAMPLES			USCS Symbol	BORING NUMBER: B-2Y	Consistency	LABORATORY TESTING			
	Sample Type	Blows / 6 in.	Soil Pattern				Water Content (%)	Dry Density (pcf)	% Swell	Other Testing
1	X			SM	Light Brown Silty SAND with Gravel, Cobbles, and Boulders; Slightly Moist	L				
2				GM	Light Brown Silty GRAVEL with Sand, Cobbles, and Boulders; Slightly Moist	MD to D				
3										
4										
5	X									
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										
20					Bottom of Boring @ 20 Feet					



# BORING LOG

W.O. #: 7529-LV6  
 PROJECT: Village 3 Infrastructure  
 CLIENT: South Edge, LLC  
 LOCATION: See Geomap

LOGGED BY: Allsha Auch  
 DRILL METHOD: Air Rotary  
 DRILLER: Paul Mooney  
 DATE: 10/23/2006

SAMPLES				BORING NUMBER: B-4Y	Consistency	LABORATORY TESTING			
Depth (ft)	Sample Type	Blows / 6 in.	Soil Pattern			Water Content (%)	Dry Density (pcf)	% Swell	Other Testing
				USCS Symbol	MATERIAL DESCRIPTION AND COMMENTS				
1	X			SM	L				
2	X			CEM					
3	X								
4	X								
5	X								
6									
7	X				MH to H				
8	X								
9	X								
10	X								
11									
12									
13									
14	X								
15									
16									
17									
18									
19									
20									

Bottom of Boring @ 15 Feet



# BORING LOG

W.O. #: 7529-LV6  
 PROJECT: Village 3 Infrastructure  
 CLIENT: South Edge, LLC  
 LOCATION: See Geomap

LOGGED BY: Alisha Auch  
 DRILL METHOD: Air Rotary  
 DRILLER: Paul Mooney  
 DATE: 10/30/2006

Depth (ft)	SAMPLES			USCS Symbol	BORING NUMBER: B-6Y	Consistency	LABORATORY TESTING			
	Sample Type	Blows / 6 in	Soil Pattern				Water Content (%)	Dry Density (pcf)	% Swell	Other Testing
MATERIAL DESCRIPTION AND COMMENTS										
1	X			SM	Light Brown poorly-graded SAND with Silt, Gravel, Cobbles, Boulders; Slightly Moist	L				
2	X			PCEM	PARTIALLY CEMENTED; Sand and Gravel	VD to MH				
3	X									
4	X									
5	X				Intermittent layers of Cemented Sand and Gravel					
6										
7	X									
8	X									
9										
10										
11										
12										
13										
14	X									
15					Bottom of Boring @ 15 Feet					
16										
17										
18										
19										
20										



# BORING LOG

PROJECT #: 11360-LVR6  
 PROJECT: Inspirada 3-3  
 CLIENT: Pardee Homes  
 LOCATION: 35.9377, -115.1178

LOGGED BY: M Cardwell  
 DRILL METHOD: Air Rotary  
 DRILLER: Mooney  
 DATE: 8/8/13  
 ELEVATION: 2663ft

Depth (ft)	SAMPLES			USCS Symbol	BORING NUMBER: B-2Z	Consistency	LABORATORY TESTING			
	Sample Type	Blows / 6 in.	Soil Pattern				Water Content (%)	Dry Density (pcf)	Swell (%)	Other Testing
1	X	18		SP-SM	Light Brown Poorly Graded SAND with Silt and Gravel, Slightly Moist	MD			00	
2	X	27		GM	Light Brown to Brown Silty GRAVEL with Sand and Boulders, Slightly Moist	VD				
3	X	32								
4										
5	X	25								
6	X	36								
7		45								
8										
9										
10	X	33								
11	X	47								
12		50/5"								
13										
14	X	35								
15	X	42								
16		50/4"			Boring Ends at Approximately 15 Feet Depth No Groundwater Encountered					
17										
18										
19										
20										



# BORING LOG

PROJECT #: 11360-LVR6  
 PROJECT: Inspirada 3-3  
 CLIENT: Pardee Homes  
 LOCATION: 35.9368. -115.1190

LOGGED BY: M. Cardwell  
 DRILL METHOD: Air Rotary  
 DRILLER: Mooney  
 DATE: 8/8/13  
 ELEVATION: 2664ft

Depth (ft)	SAMPLES			USCS Symbol	BORING NUMBER: B-4Z	Consistency	LABORATORY TESTING			
	Sample Type	Blows / 6 in.	Soil Pattern				Water Content (%)	Dry Density (pcf)	Swell (%)	Other Testing
1	X			SM	Light Brown to Brown Silty SAND with Gravel and Cobbles, Slightly Moist	L MD				
2	X	16		GM	Brown Silty GRAVEL with Sand and Boulders, Slightly Moist	VD			0.8	
3	X	29								
4	X	35								
5	X	22								
6	X	31								
7		46								
8										
9										
10	X	35								
11	X	48								
12		50/5"								
13										
14	X	42								
15	X	47								
16		50/4"			Boring Ends at Approximately 15 Feet Depth					
17					No Groundwater Encountered					
18										
19										
20										



# BORING LOG

PROJECT #: 11350-LVR6  
 PROJECT: Inspirada 3-3  
 CLIENT: Garden Homes  
 LOCATION: 35.9341, -115.1188

LOGGED BY: M. Cardwell  
 DRILL METHOD: Air Rotary  
 DRILLER: Mooney  
 DATE: 8/8/13  
 ELEVATION: 2680ft

Depth (ft)	SAMPLES			UNSC Symbol	BORING NUMBER: B-6Z	Consistency	LABORATORY TESTING			
	Sample Type	Blows / 6 in.	Soil Profile				Water Content (%)	Dry Density (pcf)	Swelling (%)	Other Testing
1				SM	Light Brown Silty SAND with Gravel, Cobbles and Boulders, Slightly Moist	F				
2						MD			0.2	
3		17								
4		28		GM	Light Brown to Brown Silty GRAVEL with Sand and Boulders, Slightly Moist	VD				
5		32								
6										
7										
8		25								
9		34								
10		46								
11										
12										
13										
14		37								
15		48								
16		50/5"								
17										
18										
19										
20		38								
21		42								
22		50/5"								
23					Boring Ends at Approximately 15 Feet Depth No Groundwater Encountered					
24										
25										
26										
27										
28										
29										
30										



# BORING LOG

PROJECT #: 11360-LVR6  
 PROJECT: Inspirada 3-3  
 CLIENT: Pardee Homes  
 LOCATION: 35.9343, -115.1154

LOGGED BY: M Cardwell  
 DRILL METHOD: Air Rotary  
 DRILLER: Mooney  
 DATE: 8/8/13  
 ELEVATION: 2684ft

Depth (ft)	SAMPLES			USCS Symbol	BORING NUMBER: B-8Z	Consistency	LABORATORY TESTING			
	Sample Type	Blows / 6 in.	Soil Pattern				Water Content (%)	Dry Density (pcf)	Swell (%)	Other Testing
1	X			SM	Light Brown to Brown Silty SAND with Gravel, Cobbles and Boulders, Slightly Moist	L				
2	X	17				MD				
3	X	24								
4	X	33		GM	Brown Silty GRAVEL with Sand and Boulders, Slightly Moist	VD				
5	X	30								
6	X	42								
7		50/6"								
8										
9										
10	X	50/6"		PCGM	Brown PARTIALLY CEMENTED Sand and Gravel, Slightly Moist	MH				
11										
12										
13										
14	X	50/5"								
15					Boring Ends at Approximately 15 Feet Depth No Groundwater Encountered					
16										
17										
18										
19										
20										

## **APPENDIX C**

**DIRECT000545**

**LABORATORY TESTS RESULTS (11096-LVR6) (Cont)**

Sample Number	17635	17636	17647	17648	17649	17653
Sample Location	B-14	B-16	B-17	B-18	B-20	B-22
Depth	0-2'	0-2'	0-2'	0-2'	0-2'	0-2'
Test Methods Used	ASTM D2791 SM4500E	ASTM D2791 SM4500E	ASTM D2791 SM4500E	ASTM D2791 SM4500E	ASTM D2791 SM4500E	ASTM D2791 SM4500E
Sampling Method	ASTM D-75	ASTM D-75	ASTM D-75	ASTM D-75	ASTM D-75	ASTM D-75
Sample Type (Single or Composite)	Single Location	Single Location	Single Location	Single Location	Single Location	Single Location
Sampled By:	S. Lopez	S. Lopez	S. Lopez	S. Lopez	S. Lopez	S. Lopez
Classification of Reduced Soil Sample	Silty Sand with Gravel	Silty Sand with Gravel	Silty Sand with Gravel	Silty Sand with Gravel	Sand with Silt and Gravel	Silty Sand
% Passing #10 Sieve	57%	41%	53%	66%	61%	77%
In-place moisture content	Slightly Moist	Slightly Moist	Slightly Moist	Slightly Moist	Slightly Moist	Slightly Moist
Sodium (Percent)	0.00	0.00	0.00	0.00	0.00	0.00
Water Soluble Sulfate (SO <sub>4</sub> ) (Percent)	0.00	0.00	0.00	0.00	0.00	0.00
Total Available Water Soluble Sodium Sulfate (Na <sub>2</sub> SO <sub>4</sub> ) (Percent)	0.00	0.00	0.00	0.00	0.00	0.00

**DIRECT000546**

# LABORATORY TESTS RESULTS (11096-LVR6) (Cont)

Sample Number	17697	17698	17699	17700	17703	17713
Sample Location	B-35	B-37	B-39	B-40	B-45	B-48
Depth	0-2'	0-2'	0-2'	0-2'	0-2'	0-2'
Test Methods Used	ASTM D2791 SM4500E	ASTM D2791 SM4500E	ASTM D2791 SM4500E	ASTM D2791 SM4500E	ASTM D2791 SM4500E	ASTM D2791 SM4500E
Sampling Method	ASTM D-75	ASTM D-75	ASTM D-75	ASTM D-75	ASTM D-75	ASTM D-75
Sample Type (Single or Composite)	Single Location	Single Location	Single Location	Single Location	Single Location	Single Location
Sampled By	S. Lopez	S. Lopez	S. Lopez	S. Lopez	S. Lopez	S. Lopez
Classification of Reduced Soil Sample	Silty Sand with Gravel	Sand with Silt and Gravel	Silty Sand with Gravel	Silty Sand with Gravel	Silty Sand with Gravel	Silty Sand with Gravel
% Passing #10 Sieve	49%	49%	51%	59%	46%	60%
In-place moisture content	Slightly Moist	Slightly Moist	Slightly Moist	Slightly Moist	Slightly Moist	Slightly Moist
Sodium (Percent)	0.00	0.00	0.00	0.00	0.00	0.00
Water Soluble Sulfate (SO <sub>4</sub> ) (Percent)	0.00	0.00	0.00	0.00	0.01	0.39
Total Available Water Soluble Sodium Sulfate (Na <sub>2</sub> SO <sub>4</sub> ) (Percent)	0.00	0.00	0.00	0.00	0.00	0.00

DIRECT000547

# **LABORATORY TESTS RESULTS (11096-LVR6) (Cont)**

Sample Number	17759	17760	17761	43405	43404
Sample Location	B-61	B-62	B-63	B-2x	TP-1
Depth	0-2'	0-2'	0-2'	0-1'	1-2'
Test Methods Used	ASTM D2791 SM4500E	ASTM D2791 SM4500E	ASTM D2791 SM4500E	AWWA 4500 E AWWA 3500- Na D	AWWA 4500 E AWWA 3500- Na D
Sampling Method	ASTM D-75	ASTM D-75	ASTM D-75	ASTM D-75	ASTM D-75
Sample Type (Single or Composite)	Single Location	Single Location	Single Location	Single Location	Single Location
Sampled By:	S. Lopez	S. Lopez	S. Lopez	K. Mattechek	K. Mattechek
Classification of Reduced Soil Sample	Silty Sand with Gravel	Silty Sand with Gravel	Silty Sand with Gravel	Silty Sand	Silty Sand
% Passing #10 Sieve	67%	62%	50%	75%	37%
In-place moisture content	Slightly Moist	Slightly Moist	Slightly Moist	Slightly Moist	Slightly Moist
Sodium (Percent)	0.00	0.00	0.00	<0.01	<0.01
Water Soluble Sulfate (SO <sub>4</sub> ) (Percent)	0.01	0.00	0.00	0.05	0.04
Total Available Water Soluble Sodium Sulfate (Na <sub>2</sub> SO <sub>4</sub> ) (Percent)	0.00	0.00	0.00	<0.01	<0.01

**DIRECT000548**

## **LABORATORY TESTS RESULTS (11096-LVR6) (Cont)**

### **EXPANSION TESTS**

Swell tests were performed on remolded samples of soil. The samples were remolded at  $\pm 90$  percent of the material's maximum dry density and oven dried to below the materials shrinkage limit. All samples were then placed under a 60 pound per square foot surcharge, and inundated with water for at least 24 hours. The percent swell was then recorded as the amount of vertical rise compared to the original one-inch sample height.

<b>LOCATION</b>	<b>PERCENT SWELL</b>	<b>EXPANSION CLASSIFICATION</b>
B-1 @ 0-2'	2.8	LOW
B-4 @ 0-2'	0.6	LOW
B-6 @ 0-2'	0.6	LOW
B-8 @ 0-2'	1.1	LOW
B-10 @ 0-2'	1.2	LOW
B-12 @ 0-2'	3.0	LOW
B-14 @ 0-2'	3.6	LOW
B-16 @ 0-2'	1.4	LOW
B-17 @ 0-2'	3.0**	LOW
B-18 @ 0-2'	3.9	LOW
B-20 @ 0-2'	0.4	LOW
B-22 @ 0-2'	0.4	LOW
B-24 @ 0-2'	0.2	LOW
B-25 @ 0-2'	3.4	LOW
B-27 @ 0-2'	0.4	LOW
B-30 @ 0-2'	0.2	LOW
B-32 @ 0-2'	0.2	LOW
B-33 @ 0-2''	0.1	LOW
B-35 @ 0-2'	1.5	LOW
B-37 @ 0-2'	1.1	LOW

\*\*Sample contained 37% rock and test result of 4.7% was the result of swell test on soil portion only. Data was corrected to reflect swell potential of entire sample.

**DIRECT000549**



Geo Tek, Inc.  
6835 S. Escondido Street, Suite A  
Las Vegas, Nevada 89119-3828

Telephone: (702) 897 1424

Facsimile: (702) 897 2213

Report No: MAT:LNS13/17610

Issue No: 1

## Aggregate/Soil Test Report

Client: Inspirada Builders, LLC  
5655 Badura Ave  
Las Vegas  
NV 89118  
Project: 11096-LVR6  
INspirada Villages 3 and 4



This laboratory is accredited by AASHTO. The tests reported have been performed in accordance with the terms of accreditation.

Date of Issue: 11/7/2013  
Approved Signatory: Linda Coulter

### Sample Details

Sample ID: LNS13017610  
Field Sample ID:  
Date Sampled: 11/6/2013  
Source:  
Material: Eco  
Specification: Concrete Slabs  
Sampling Method:  
Location: B-1 10' 0" - 12'

### Particle Size Distribution

Method: ASTM C 136 - 06  
Drying by:

Sieve Size	% Passing	Limits
75 (No. 200)	100	
150 (No. 100)	99	
300 (No. 60)	97	
425 (No. 40)	96	
600 (No. 25)	94	
750 (No. 20)	93	
1060 (No. 15)	91	
1490 (No. 10)	89	
2000 (No. 75)	87	
2500 (No. 60)	85	
3000 (No. 50)	83	
3540 (No. 42.5)	81	
4250 (No. 35.5)	79	
4750 (No. 30)	76	
5400 (No. 26.5)	73	
6000 (No. 25)	70	
6750 (No. 22)	67	
7500 (No. 20)	64	
8400 (No. 18)	61	
9500 (No. 16)	58	
10600 (No. 14)	55	
11900 (No. 12.5)	52	
13500 (No. 11)	49	
15300 (No. 10)	46	
17300 (No. 9)	43	
19500 (No. 8)	40	
22000 (No. 7)	37	
24750 (No. 6)	34	
27750 (No. 5.5)	31	
31500 (No. 5)	28	
35500 (No. 4.75)	25	
40000 (No. 4.25)	22	
45000 (No. 3.75)	19	
50500 (No. 3.35)	16	
57500 (No. 3)	13	
65000 (No. 2.8)	10	
73500 (No. 2.5)	7	



Geo Tek, Inc.  
5835 S. Escondido Street, Suite A  
Las Vegas, Nevada 89118-3628

Telephone: (702) 897 1424

Fax: (702) 897 2215

## Aggregate/Soil Test Report

Report No: MAT-LNS13/17811  
Issue No: 1

Client: Inspirada Builders, LLC  
5655 Badura Ave  
Las Vegas  
NV 89118  
Project: 11096-LVR6  
INspirada Villages 3 and 4

This laboratory is accredited by AASHTO. The test(s) reported have been performed in accordance with the terms of accreditation.

**AASHTO**  
Accredited  
LN

Date of Issue: 11/7/2013  
Approved Signatory: Linda Coulter

### Sample Details

Sample ID: LNS13/17811  
Field Sample ID:  
Date Sampled: 11/04/2013  
Source:  
Material: Geo  
Specification: Generic Sieve  
Sampling Method:  
Location: B-4 @ 0' - 2'

### Particle Size Distribution

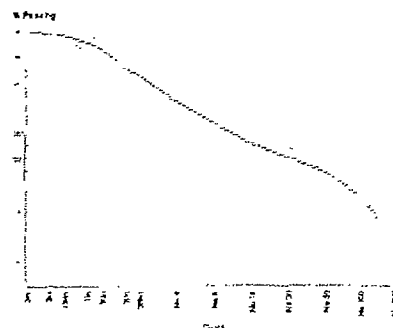
Method: ASTM C 136 - 06, ASTM C 117 - 04  
Drying by:

Sieve Size	% Passing	Limits
3in (75.0mm)	100	
2in (50.0mm)	98	
1 1/2in (37.5mm)	98	
1in (25.0mm)	95	
3/4in (19.0mm)	92	
1/2in (12.5mm)	85	
3/8in (9.5mm)	82	
No. 4 (4.75mm)	72	
No. 8 (2.36mm)	63	
No. 16 (1.18mm)	55	
No. 30 (600µm)	50	
No. 50 (300µm)	44	
No. 100 (150µm)	34	
No. 200 (75µm)	19	

### Other Test Results

Description	Method	Result	Limits
Group Symbol	ASTM D 2487 - 06	SM	
Group Name	Silty sand, slightly overconsolidated		
Swell (%)		0.00	
Sodium Na (%)		0.00	
Water Soluble Sulfate SO4 (%)		0.00	
Water Soluble Sodium Sulfate Na2SO4 (%)		0.00	
Liquid Limit	ASTM D 4318 - 05	N/A	
Method		Method B	
Plastic Limit		NP	
Plasticity Index		NP	
Sample history			
Material retained on 425µm (No. 40) (%)		0.0	

### Chart



### Comments

N/A

**DIRECT000551**



Page 10 of 10

163UM-Ng; 1

Date of Issue: 11/8/2013  
Approved Signatory: Linda Couller

## Page 171

**DIRECT000552**



Geo Tek, Inc.  
6835 S. Escondido Street, Suite A  
Las Vegas, Nevada 89119-3828

Telephone: (702) 897 1424

Facsimile: (702) 897 2213

## Aggregate/Soil Test Report

Report No: MAT-ENS13/17623

Page No: 1

Client: Inspirada Builders, LLC  
5655 Badura Ave  
Las Vegas  
NV 89118  
Project: 11096-LVR6  
Inspirada Villages 3 and 4



This laboratory is accredited by AASHTO. The test(s) reported have been performed in accordance with the AASHTO standards.

Date of Issue: 11/8/2013  
Approved Signatory: Linda Coulter

### Sample Details

Sample ID: LRS13M17623  
Field Sample ID:  
Date Sampled: 11/05/2013  
Source:  
Material: Gen  
Specification: Gen - 30.0  
Sampling Method:  
Location: B-S @ 0' - 2'

### Other Test Results

Description	Method	Result	Limits
Liquid Limit	ASTM D 4318 - 05	N/A	
Plastic Limit	Method E	11	
Plasticity Index		11	
Sample Moisture		0.0	
Moisture Content (%)		1.59	
Water Soluble Sulfate (SO <sub>4</sub> ) (%)		0.01	
Organic Content (%)		0.01	
Swell (%)		1.1	
Group Symbol	ASTM D 2487 - 06	SM	
Group Name		Silty sand with gravel	

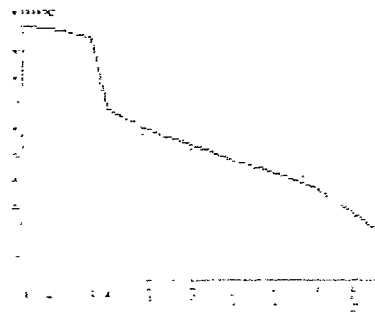
### Particle Size Distribution

Method: ASTM D 422 - 05, ASTM C 117 - 03

Drying by:

Sieve Size	% Passing	Limits
12.5mm (1/2")	100	
4.75mm (No. 40)	99	
2.5mm (No. 60)	98	
1.18mm (No. 150)	96	
600µm (No. 250)	95	
425µm (No. 35)	89	
300µm (No. 60)	59	
250µm (No. 60)	42	
150µm (No. 100)	36	
75µm (No. 200)	26	
425µm (No. 35)	16	

### Chart



### Comments

None



# Aggregate/Soil Test Report

Geo Tek, Inc.  
6835 S. Escondido Street, Suite A  
Las Vegas, Nevada 89119-3828

Telephone: (702) 897 1424

FAX: (702) 897 1424

Report No: MAT: LNS13/17624

Issue No: 1

Client: Inspirada Builders, LLC  
5655 Badura Ave  
Las Vegas  
NV 89118  
Project: 11096-LVR6  
INspirada Villages 3 and 4



This laboratory is accredited by AASHTO. The test(s) reported herein have been performed in accordance with its terms of accreditation.

*Linda Coulter*

Date of Issue: 11/8/2013  
Approved Signatory: Linda Coulter

## Sample Details

Sample ID: MAT: LNS13/17624  
Field Sample ID:  
Date Sampled: 11/05/2013  
Source:  
Material: C&G  
Specification: Compacted Subgrade  
Sampling Method:  
Location: B-10 @ 0'-2'

## Particle Size Distribution

Method: ASTM D 75-06, AASHTO M 75-06

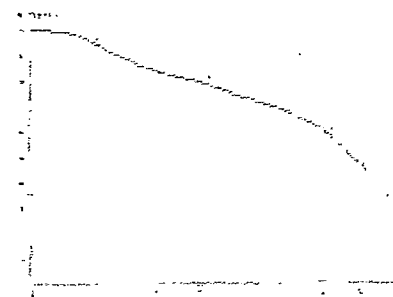
Drying by:

Sieve Size	% Passing	Limits
12.5mm (1/2")	100	
4.75mm (No. 40)	95	
2.5mm (No. 60)	85	
1.18mm (No. 150)	85	
600µm (No. 250)	84	
425µm (No. 35)	83	
300µm (No. 60)	78	
250µm (No. 60)	77	
200µm (No. 75)	68	
150µm (No. 100)	48	
75µm (No. 200)	25	

## Other Test Results

Description	Method	Result	Limits
Sodium Mx (%)	ASTM D 1544-06	0.00	
Water Soluble Sulfate (SO <sub>4</sub> ) (%)		0.00	
Water Insoluble Sulfate (SO <sub>4</sub> ) (%)		0.00	
Group Symbol	ASTM D 2487-06	GM	
Group Name		Silty sand with gravel	
Swell (%)		0.2	
Liquid Limit	ASTM D 4318-05, Method A	1.06	
Plasticity Index		0.0	
Flow Rate		NI	
Plasticity Index		NI	
Sample History			
Moisture Content (%)		0.0	

## Chart



## Comments

100

DIRECT000554



Geo Tek, Inc.  
6835 S. Escondido Street, Suite A  
Las Vegas, Nevada 89119-3828

Telephone (702) 697 1424

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Report No: MAT:LNS13/17634

Issue No 1

## Aggregate/Soil Test Report

Client: Inspirada Builders, LLC  
5655 Badura Ave  
Las Vegas  
NV 89118  
Project: 11096-LVR6  
Inspirada Villages 3 and 4



This laboratory is accredited by AASHTO. The test(s) reported have been performed in accordance with its terms of accreditation.

*Linda Coulter*

AASHTO  
Accredited  
LN

Date of Issue: 11/13/2013  
Approved Signatory: Linda Coulter

### Sample Details

Sample ID: LNS13/17634  
Field Sample ID:  
Date Sampled: 11/03/2013  
Source:  
Material: Geo  
Specification: Generic Sieve  
Sampling Method:  
Location: B-12 @ 0' - 2'

### Particle Size Distribution

Method: ASTM C 136 - 06, ASTM C 117 - 04

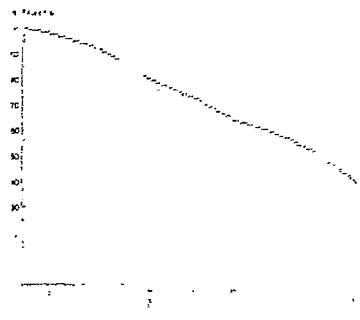
Drying by:

Sieve Size	% Passing	Limits
1 1/2 in (37.5mm)	100	
1 in (25.0mm)	95	
3/4 in (19.0mm)	85	
1/2 in (12.5mm)	70	
3/8 in (9.5mm)	50	
No 4 (4.75mm)	30	
No 8 (2.36mm)	15	
No 16 (1.18mm)	10	
No 30 (600µm)	5	
No 50 (300µm)	3	
No 100 (150µm)	1	
No 200 (75µm)	0	

### Other Test Results

Description	Method	Result	Limits
Swell (%)		0.0	
Liquid Limit	ASTM D 4318 - 05	N/A	
Method		Method B	
Plastic Limit		NP	
Plasticity Index		NP	
Sample history			
Material retained on 425µm		0.0	
Sodium Na (%)		0.00	
Water Soluble Sulfate SO4 (%)		0.00	
Water Soluble Sodium Sulfate Na2SO4 (%)		0.00	
Group Symbol	ASTM D 2487 - 06	SM	
Group Name		Very sand with silt	

### Chart



### Comments

**DIRECT000555**



Geo Tek, Inc.  
1000 S. Elgin Road, Suite 100  
Las Vegas, Nevada 89145-3800  
Telephone: (702) 734-1400  
Fax: (702) 734-1401

# Aggregate/Soil Test Report

Report No: MAT/LNS13/17636

Issue No: 1

Client: Inspirada Builders, LLC  
5655 Badura Ave  
Las Vegas  
NV 89118  
Project: 11096-LVR6  
Inspirada Villages 3 and 4

This laboratory is accredited by AASHTO. The test(s) reported have been performed in accordance with its terms of accreditation.



*Linda Coulter*

AASHTO  
Accredited  
LN

Date of Issue: 11/13/2013  
Approved Signatory: Linda Coulter

## Sample Details

Sample ID: LNS13/17636  
Field Sample ID:  
Date Sampled: 11/06/2013  
Source:  
Material: GCS  
Specification: General Sieve  
Sampling Method:  
Location: Lot 13, Unit 3

## Particle Size Distribution

Method: AASHTO M 2.2.1 (ASTM D 6913-11)

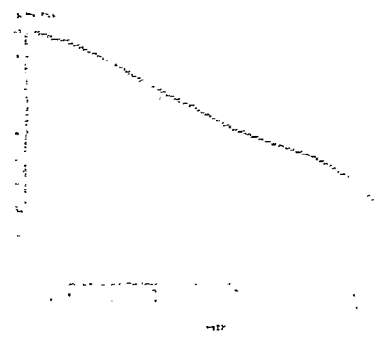
Drying by:

Sieve Size	% Passing	Limits
No. 10 (2.0mm)	100	
No. 20 (0.85mm)	95	
No. 40 (0.425mm)	85	
No. 60 (0.25mm)	75	
No. 80 (0.18mm)	65	
No. 100 (0.15mm)	55	
No. 150 (0.106mm)	45	
No. 200 (0.075mm)	35	

## Other Test Results

Description	Method	Result	Limit
Moisture content (%)	ASTM D 1556 - 15	4.1	
Method	Method B		
Shrinkage (%)		0.00	
Water Soluble Sulfate (%)		0.00	
Water-Soluble Sulfate (mg/100g)		0.00	
Group Symbol	ASTM D 2487 - 06	GM	
Group Name	Very sand with gravel		
Liquid Limit	ASTM D 4944 - 05	NA	
Plasticity Index	Method B	1.0	
Plasticity Index		1.0	
Sample History			
Material Description (Optional)			
Flow Chart		1.0	

## Chart



## Comments

NA

DIRECT000556



Geo Tek, Inc.  
6835 S. Escondido Street, Suite A  
Las Vegas, Nevada 89119-3828

Telephone (702) 897 1424

Facsimile (702) 897 2213

## Aggregate/Soil Test Report

Report No: MAT:LNS13/17636

Issue No: 1

Client: Inspirada Builders, LLC  
5655 Badura Ave  
Las Vegas  
NV 89118  
Project: 11096-LVR6  
Inspirada Villages 3 and 4



ALL TESTS PERFORMED IN ACCORDANCE WITH THE FOLLOWING STANDARDS:  
ASTM C 136 - 06, ASTM C 117 - 04

*John Doe*

APPROVED  
FOR THE  
LABORATORY

TESTED BY  
DATE

### Sample Details

Sample ID: LNS13/17636  
Field Sample ID:  
Date Sampled: 11/06/2013  
Source:  
Material: Geo  
Specification: Generic Sieve  
Sampling Method:  
Location: B-16 @ 0' - 2'

### Particle Size Distribution

Method: ASTM C 136 - 06, ASTM C 117 - 04

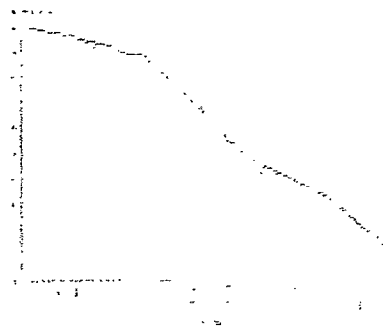
Drying by:

Sieve Size	% Passing	Limits
6in (150mm)	100	
3in (75.0mm)	97	
2 1/2in (63.0mm)	97	
2in (50.0mm)	95	
1 1/2in (37.5mm)	94	
1in (25.0mm)	92	
3/4in (19.0mm)	89	
1/2in (12.5mm)	88	
3/8in (9.5mm)	83	
No. 4 (4.75mm)	70	
No. 8 (2.36mm)	55	
No. 16 (1.18mm)	45	
No. 30 (600µm)	39	
No. 50 (300µm)	32	
No. 100 (150µm)	22	
No. 200 (75µm)	13	

### Other Test Results

Description	Method	Result	Limits
Liquid Limit	ASTM D 4318 - 05	N/A	
Method		Method B	
Plastic Limit		NP	
Plasticity Index		NP	
Sample history			
Material retained on 425µm (No. 100)		0.0	
Group Symbol	ASTM D 2487 - 06	SM	
Group Name		Silty sand with gravel	
Swelling			
Sodium Na (%)		0.00	
Water Soluble Sulfate SO4 (%)		0.00	
Water Soluble Sodium Sulfate Na2SO4		0.00	

### Chart



Comments:

**DIRECT000557**



Geo Tek, Inc  
6635 S. Escondido Street, Suite A  
Las Vegas, Nevada 89119-3826

Telephone (702) 897 1424

Facsimile (702) 897 2213

Report No: MAT:LNS13/17647

Issue No 1

## Aggregate/Soil Test Report

Client: Inspirada Builders, LLC  
5655 Badura Ave  
Las Vegas  
NV 89118  
Project: 11096-LVR6  
INspirada Villages 3 and 4

This laboratory is accredited by AASHTO. The test(s) reported have been performed in accordance with its  
**AAP**  
AASHTO Accredited LN  
Date of Issue 11/13/2013  
Approved Signatory Linda Coulter

### Sample Details

Sample ID: LNS13/17647  
Field Sample ID:  
Date Sampled: 11/07/2013  
Source:  
Material: Geo  
Specification: Generic Sieve  
Sampling Method:  
Location: B-17 @ 0' - 2'

### Particle Size Distribution

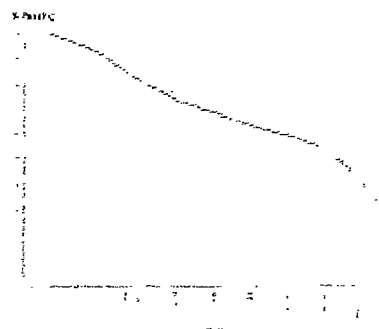
Method: AASHTO M 2.2.1  
Drying by:

Sieve Size	% Passing	Limits
2in (50.0mm)	100	
1 1/2in (37.5mm)	97	
1in (25.0mm)	94	
3/4in (19.0mm)	91	
1/2in (12.5mm)	85	
3/8in (9.5mm)	81	
No 4 (4.75mm)	73	
No 8 (2.36mm)	68	
No 16 (1.18mm)	63	
No 30 (600µm)	59	
No 50 (300µm)	54	
No 100 (150µm)	43	
No 200 (75µm)	28	

### Other Test Results

Description	Method	Result	Limits
Liquid Limit	ASTM D 4318 - C5	N/A	
Method		Method B	
Plastic Limit		NP	
Plasticity Index		NP	
Sample history			
Material retained on 425µm (No. 40)		0.0	
Group Symbol	ASTM D 2487 - C6	SP	
Group Name		Silty sand with gravel	
Sodium Na (%)		0.00	
Water Soluble Sulfate SO4 (%)		0.00	
Water Soluble Sodium Sulfate Na2SO4 (%)		0.00	
Swell (%)		4.7	

### Chart



### Comments

N/A



Geo Tek, Inc.  
6835 S. Escondido Street, Suite A  
Las Vegas, Nevada 89119-3828

Telephone (702) 897 1424

Facsimile (702) 897 2213

## Aggregate/Soil Test Report

Report No: MAT-LNS13/17648

Issue No: 1

Client: Inspirada Builders, LLC  
5655 Badura Ave  
Las Vegas  
NV 89118  
Project: 11096-LVR6  
INspirada Villages 3 and 4

This laboratory is accredited by AASHTO. The test(s) reported have been performed in accordance with the terms of accreditation.



*Linda Coulter*

Approved Signatory

Date of Issue: 11/13/2013  
Approved Signatory: Linda Coulter

### Sample Details

Sample ID: LNS13/17648  
Field Sample ID:  
Date Sampled: 11/07/2013  
Source:  
Material: Geo  
Specification: Generic Sieve  
Sampling Method:  
Location: B-18 @ 0' - 2'

### Particle Size Distribution

Method: ASTM C 136 - 06 ASTM C 117 - 04

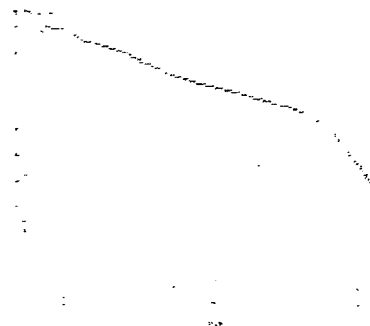
Drying by:

Sieve Size	% Passing	Limits
2in (50.0mm)	100	
1 1/2in (37.5mm)	99	
1in (25.0mm)	94	
3/4in (19.0mm)	93	
1/2in (12.5mm)	90	
3/8in (9.5mm)	87	
No 4 (4.75mm)	80	
No 8 (2.36mm)	76	
No 16 (1.18mm)	72	
No 30 (600µm)	68	
No 50 (300µm)	61	
No 100 (150µm)	46	
No 200 (75µm)	28	

### Other Test Results

Description	Method	Result	Limits
Swell (%)		3.9	
Sodium Na (%)		0.00	
Water Soluble Sulfate SO <sub>4</sub> (%)		0.00	
Water Soluble Sodium Sulfate Na <sub>2</sub> SO <sub>4</sub> (%)		0.00	
Liquid Limit	ASTM D 4318 - 05	N/A	
Method		Method B	
Plastic Limit		NP	
Plasticity Index		NP	
Sample history			
Material classification (No. 40) (%)		0.0	
Group Symbol	ASTM D 2487 - 06	SM	
Group Name		Silly sand with gravel	

### Chart



Comments:

N/A



Geo Tek, Inc.  
5835 S. Escondido Street Suite A  
Las Vegas, Nevada 89119-3828

Telephone (702) 897 1424

Facsimile (702) 897 2213

## Aggregate/Soil Test Report

Report No: MAT:LNS13/17649

Issue No: 1

Client: Inspirada Builders, LLC  
5655 Badura Ave  
Las Vegas  
NV 89118  
Project: 11096-LVR6  
INspirada Villages 3 and 4

The test results were calculated by AASHTO. The test results were performed in accordance with the AASHTO Test Method T 99.1.

**AASHTO**  
Approved Signatory

Date of Issue: 11/13/2013  
Approved Signatory: Linda Coulter

### Sample Details

Sample ID: LNS13/17649  
Field Sample ID:  
Date Sampled: 11/07/2013  
Source:  
Material: Geo  
Specification: Generic Sieve  
Sampling Method:  
Location: B-20 @ 0' - 2'

### Particle Size Distribution

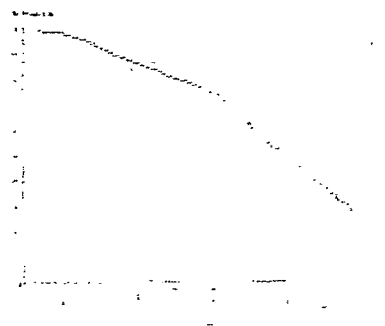
Method: AASHTO T 99.1  
Drying by:

Sieve Size	% Passing	Limits
3/4in (63.0mm)	100	
2in (50.0mm)	98	
1 1/2in (37.5mm)	98	
1in (25.0mm)	95	
3/4in (19.0mm)	92	
1/2in (12.5mm)	88	
3/8in (9.5mm)	86	
No 4 (4.75mm)	80	
No 8 (2.36mm)	74	
No 16 (1.18mm)	61	
No 30 (600µm)	49	
No 50 (300µm)	37	
No 100 (150µm)	26	
No 200 (75µm)	11	

### Other Test Results

Description	Method	Result	Limits
Swell (%)		0.4	
	ASTM D 2487 - 06		
Group Symbol		SP-SM	
Group Name		Ungraded sand with silt and gravel	
Liquid Limit	ASTM D 4318 - 05	N/A	
Method		Method B	
Plastic Limit		NP	
Plasticity Index		NP	
Sample history			
Material retained on 425µm (No. 40) (%)		0.0	
Sodium Na (%)	ASTM D 3900, 4302, 4502 & 2540C	0.00	
Water Soluble Sulfate SO4 (%)		0.00	
Water Soluble Sodium Sulfate Na2SO4 (%)		0.00	

### Chart



### Comments

None

DIRECT000560



Geo Tek, Inc.  
6835 S. Escondido Street, Suite A  
Las Vegas, Nevada 89119-3828

Telephone (702) 897 1424

Facsimile (702) 897 2213

## Aggregate/Soil Test Report

Report No: MAT:LNS13/17653

Issue No: 1

Client: Inspirada Builders, LLC  
5655 Badura Ave  
Las Vegas  
NV 89118  
Project: 11096-LVR6  
Inspirada Villages 3 and 4



1. This report was prepared by the American Association of Professional Engineers (AAPE) and is subject to the terms and conditions of the AAPE Code of Ethics and the AAPE Code of Professional Conduct.

*Handwritten signature*

AAPE  
1000 N. Las Vegas Blvd.  
Las Vegas, NV 89101

1000 N. Las Vegas Blvd.  
Las Vegas, NV 89101

### Sample Details

Sample ID: LNS13/17653  
Field Sample ID:  
Date Sampled: 11/08/2013  
Source:  
Material: Geo  
Specification: Generic Sieve  
Sampling Method:  
Location: B-22 @ 0' - 2'

### Particle Size Distribution

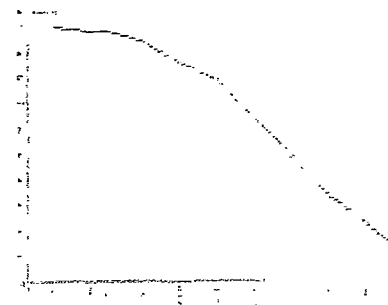
Method: ASTM C 136 - 06, ASTM C 117 - 04  
Drying by:

Sieve Size	% Passing	Limits
2in (50.0mm)	100	
1 1/2in (37.5mm)	100	
1in (25.0mm)	100	
3/4in (19.0mm)	100	
1/2in (12.5mm)	100	
3/8in (9.5mm)	100	
No 4 (4.75mm)	100	
No 8 (2.36mm)	100	
No 16 (1.18mm)	100	
No 30 (600µm)	100	
No 50 (300µm)	100	
No 100 (150µm)	100	
No 200 (75µm)	100	

### Other Test Results

Description	Method	Result	Limits
Sodium Na (%)		0.00	
Water Soluble Sulfate SO <sub>4</sub> (%)		0.00	
Water Soluble Sodium Sulfate Na <sub>2</sub> SO <sub>4</sub> (%)		0.00	
Swell (%)		0.4	
Group Symbol	ASTM D 2487 - 06	SM	
Group Name		Silly sand	
Liquid Limit	ASTM D 4318 - 05	N/A	
Method		Method B	
Plastic Limit		NP	
Plasticity Index		NP	
Sample history			
Material retained on 425µm (No. 40) (%)		0.0	

### Chart



### Comments



Geo Tek, Inc.  
5655 S. Escondido Street, Suite A  
Las Vegas, Nevada 89119-3526

Telephone: (702) 997 1424

Facsimile: (702) 997 1424

Report No: MAT:LNS13/17654

Issue No: 1

## Aggregate/Soil Test Report

Client: Inspirada Builders, LLC  
5655 Badura Ave  
Las Vegas  
NV 89118  
Project: 11096-LVR6  
Inspirada Villages 3 and 4



This laboratory is accredited by AASHTO. The test(s) reported have been performed in accordance with its terms of accreditation.

*Linda Coulter*

AASHTO  
Accredited  
LN

Date of Issue: 11/13/2013  
Approved Signatory: Linda Coulter

### Sample Details

Sample ID: LNS-V17654  
Field Sample ID:  
Date Sampled: 11/09/2013  
Source:  
Material: GSS  
Specification: GSS-1000  
Sampling Method:  
Location: E-24 (g) 0'-0"

### Particle Size Distribution

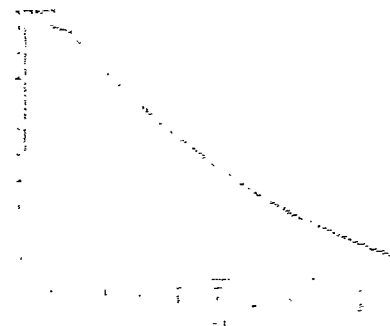
Method: AASHTO T 27  
Drying by:

Sieve Size	% Passing	Limits
20 (0.85 mm)	100	
40 (0.425 mm)	98	
60 (0.25 mm)	90	
100 (0.15 mm)	82	
200 (0.075 mm)	72	
425 (0.15 mm)	65	
600 (0.25 mm)	50	
850 (0.425 mm)	44	
1180 (0.6 mm)	34	
1600 (1.0 mm)	26	
2500 (1.5 mm)	19	
4250 (2.5 mm)	14	
7500 (4.75 mm)	9.4	

### Other Test Results

Description	Method	Result	Limits
Gravel %	ASTM D 2487 - 06	34.5%	
Gravel %	Well graded sand with gravel		
Gravel %	Method A	0.00	
Water Soluble Sulfate (WS)		0.00	
Water Soluble Sulfate (WS)		0.00	
Liquid Limit	ASTM D 4912 - 05	NA	
Plasticity	Method B		
Plasticity Index		NP	
Plasticity Index		NP	
Sample History			
Unconsolidated (25mm) (AASHTO)		0.0	
Swelling (%)		0.2	

### Chart



### Comments

11/13

DIRECT000562



Geo Tek, Inc.  
6835 S. Escondido Street, Suite A  
Las Vegas, Nevada 89119-3828

Telephone: (702) 897 1424

Facsimile: (702) 897 2213

## Aggregate/Soil Test Report

Report No: MAT:LNS13/17655

Issue No: 1

Client: Inspirada Builders, LLC  
5656 Badura Ave  
Las Vegas  
NV 89118  
Project: 11096-LVR6  
Inspirada Villages 3 and 4

This laboratory is accredited by AASHTO. The test(s) reported here have been performed in accordance with the terms of the accreditation.

**AASHTO**  
Accredited

Date of Issue: 11/13/2013  
Approved Signatory: Linda Coulter

### Sample Details

Sample ID: LNS13/17655  
Field Sample ID:  
Date Sampled: 11/08/2013  
Source:  
Material: Geo  
Specification: Generic Sieve  
Sampling Method:  
Location: B-25 @ 0' - 2'

### Particle Size Distribution

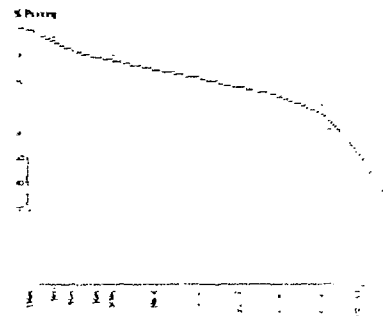
Method: ASTM C 136 - 06, ASTM C 117 - 04  
Drying by:

Sieve Size	% Passing	Limits
1 1/2 in (37.5mm)	100	
1 in (25.0mm)	95	
3/4 in (19.0mm)	92	
1/2 in (12.5mm)	89	
3/8 in (9.5mm)	88	
No. 4 (4.75mm)	84	
No. 8 (2.36mm)	81	
No. 16 (1.18mm)	77	
No. 30 (600µm)	74	
No. 50 (300µm)	67	
No. 100 (150µm)	52	
No. 200 (75µm)	31	

### Other Test Results

Description	Method	Result	Limits
Group Symbol	ASTM D 2487 - 06	SM	
Group Name		Silty sand with gravel	
Liquid Limit	ASTM D 4318 - 05	N/A	
Method		Method B	
Plastic Limit		NP	
Plasticity Index		NP	
Sample history			
Material retained on 425µm (No. 40) (%)		0.0	
Swell (%)		3.4	
Sodium As (%)		0.00	
Water Soluble Sulfate SO4 (%)		0.00	
Water Soluble Sodium Sulfate Na2SO4 (%)		0.00	

### Chart



### Comments

N/A

**DIRECT000563**



Geo Tek, Inc.  
6835 S. Escondido Street, Suite A  
Las Vegas, Nevada 89119-3828

Telephone (702) 897 1424

Facsimile (702) 897 2213

# Aggregate/Soil Test Report

Report No: MAT:LNS13/17660

Issue No 1

Client: Inspirada Builders, LLC  
5655 Badura Ave  
Las Vegas  
NV 89118  
Project: 11096-LVR6  
INspirada Villages 3 and 4

This laboratory is accredited by AASHTO. The test(s) reported have been performed in accordance with the AASHTO Method of Test.

**AAP**

AASHTO Accredited LN

Date of Issue: 11/13/2013  
Approved Signatory Linda Couller

## Sample Details

Sample ID: LNS13/17660  
Field Sample ID:  
Date Sampled: 11/11/2013  
Source:  
Material: Geo  
Specification: Generic Sieve  
Sampling Method:  
Location: B-27 @ 0' - 2'

## Particle Size Distribution

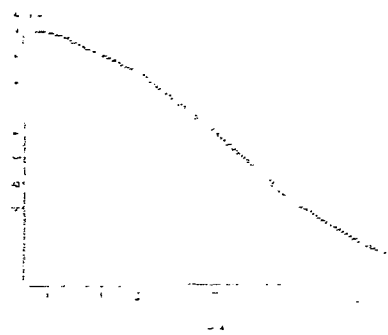
Method: ASTM C 136 - 06, ASTM C 117 - 04  
Drying by:

Sieve Size	% Passing	Limits
2 1/2 in (63.0mm)	100	
2 in (50.0mm)	99	
1 1/2 in (37.5mm)	97	
1 in (25.0mm)	93	
3/4 in (19.0mm)	90	
1/2 in (12.5mm)	86	
3/8 in (9.5mm)	83	
No 4 (4.75mm)	72	
No 8 (2.36mm)	60	
No 16 (1.18mm)	47	
No 30 (600µm)	34	
No 50 (300µm)	24	
No 100 (150µm)	17	
No 200 (75µm)	11	

## Other Test Results

Description	Method	Result	Limits
Swell (%)		0.4	
Liquid Limit	ASTM D 4318 - 05	N/A	
Method		Method B	
Plastic Limit		NP	
Plasticity Index		NP	
Sample history			
Material retained on 425µm (No. 40) sieve		0.0	
	ASTM D 2487 - 06		
Group Symbol		SW-SM	
Group Name		Well-graded sand with silt and gravel	
Sodium Na (%)		0.00	
Water Soluble Sulfate SO4 (%)		0.00	
Water Soluble Sodium Sulfate Na2SO4 (%)		0.00	

## Chart



## Comments

10/1/13

DIRECT000564



Geo Tek, Inc.  
6835 S. Escondido Street, Suite A  
Las Vegas, Nevada 89119-3828

Telephone: (702) 897 1424

Facsimile: (702) 897 2213

## Aggregate/Soil Test Report

Report No: MAT:LNS13/17674

Sample No: 1

Client: Inspirada Builders, LLC  
5655 Badura Ave  
Las Vegas  
NV 89118  
Project: 11096-LVR6  
Inspirada Villages 3 and 4



The information on this report was obtained from the test(s) performed by Geo Tek, Inc. and is not to be used for any other purpose without the written consent of Geo Tek, Inc.

Date of Issue: 11/18/2013  
Approved Signatory: Linda Coulter

### Sample Details

Sample ID: LNS13/17674  
Field Sample ID:  
Date Sampled: 11/12/2013  
Source:  
Material: Geo  
Specification: Generic Sieve  
Sampling Method:  
Location: B-30 @ 0' - 2'

### Particle Size Distribution

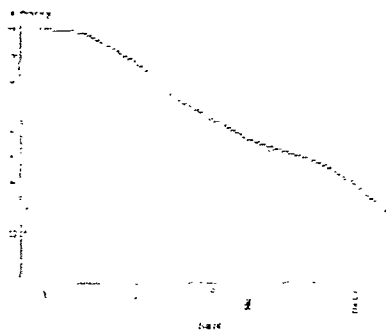
Method: ASTM C 136 - 06, ASTM C 117 - 04  
Drying by:

Sieve Size	% Passing	Limits
2in (50.0mm)	100	
1.5in (37.5mm)	99	
1in (25.0mm)	98	
0.75in (19.0mm)	95	
0.5in (12.5mm)	90	
0.3in (9.5mm)	87	
No. 4 (4.75mm)	73	
No. 8 (2.36mm)	64	
No. 16 (1.18mm)	56	
No. 30 (0.60mm)	51	
No. 50 (0.30mm)	46	
No. 100 (0.150mm)	35	
No. 200 (0.075mm)	20	

### Other Test Results

Description	Method	Result	Limits
Sodium Na (%)		0.00	
Water Soluble Sulfate SO <sub>4</sub> (%)		0.00	
Water Soluble Sodium Sulfate Na <sub>2</sub> SO <sub>4</sub> (%)		0.00	
Group Symbol	ASTM D 2487 - 06	SM	
Group Name	Silty sand with gravel		
Liquid Limit	ASTM D 4318 - 06	N/A	
Method		Method B	
Plastic Limit		NP	
Plasticity Index		NP	
Sample history			
Material retained on 4.75mm sieve (%)		0.0	
Swell (%)		0.0	

### Chart



### Comments

1/1/14

DIRECT000565



Geo Tek, Inc.  
6835 S. Escondido Street, Suite A  
Las Vegas, Nevada 89119-3828

Telephone: (702) 897 1424

Facsimile: (702) 897 2213

## Aggregate/Soil Test Report

Report No: MAT:LNS13/17675

Issue No: 1

Client: Inspirada Builders, LLC  
5555 Badura Ave  
Las Vegas  
NV 89118  
Project: 11096-LVR6  
INspirada Villages 3 and 4



This laboratory is accredited by AASHTO. The test(s) reported have been performed in accordance with its terms of accreditation.

AASHTO  
Accredited  
LN

Date of Issue: 11/18/2013  
Approved Signatory: Linda Coulter

### Sample Details

Sample ID: LNS13/17675  
Field Sample ID:  
Date Sampled: 11/12/2013  
Source:  
Material: Geo  
Specification: Generic Sieve  
Sampling Method:  
Location: B-32 @ 0' - 2'

### Particle Size Distribution

Method: ASTM C 136 - 06, ASTM C 117 - 04

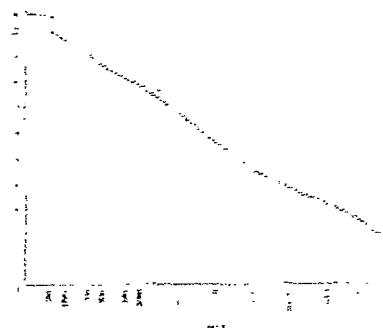
Drying by:

Sieve Size	% Passing	Limits
2in (50.0mm)	100	
1 1/2in (37.5mm)	100	
1in (25.0mm)	100	
3/4in (19.0mm)	100	
1/2in (12.5mm)	100	
3/8in (9.5mm)	100	
No. 4 (4.75mm)	100	
No. 8 (2.36mm)	100	
No. 16 (1.18mm)	100	
No. 30 (600µm)	100	
No. 50 (300µm)	100	
No. 100 (150µm)	100	
No. 200 (75µm)	100	

### Other Test Results

Description	Method	Result	Limits
Sodium Na (%)	ASTM C 143 - 06	0.00	
Water Soluble Sulfate SO <sub>4</sub> (%)		0.00	
Water Soluble Sodium Sulfate Na <sub>2</sub> SO <sub>4</sub> (%)		0.00	
Group Symbol	ASTM D 2487 - 06	SM	
Group Name		Silty sand with gravel	
Liquid Limit	ASTM C 4318 - 05	N/A	
Method		Method B	
Plastic Limit		NP	
Plasticity Index		NP	
Sample history			
Material retained on 425µm (No. 40) (%)		0.0	
Swelling (%)		0.2	

### Chart



### Comments

N/A



Geo Tek, Inc.  
6835 S. Escondido Street, Suite A  
Las Vegas, Nevada 89119-3826

Telephone: (702) 897 1424

Facsimile: (702) 897 2213

## Aggregate/Soil Test Report

Report No: MAT/LNS13/17676

Issue No: 1

Client: Inspirada Builders, LLC  
5655 Badura Ave  
Las Vegas  
NV  
Project: 11096-LVR6  
Inspirada Villages 3 and 4

ED116



AASHTO  
Accredited  
LN

This laboratory is accredited by AASHTO. The test(s) reported have been performed in accordance with its terms of accreditation.

Date of Issue: 11/18/2013  
Approved Signatory: Linda Couler

### Sample Details

Sample ID: LNS13/17676  
Field Sample ID:  
Date Sampled: 11/12/2013  
Solutes:  
Water Af: 300  
Specification: Section 7 Sieve  
Sampling Method:  
Location: B-35 5' 0" 1'

### Particle Size Distribution

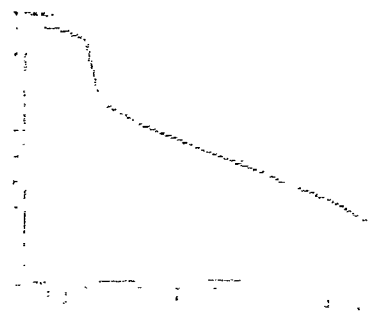
Method: ASTM D 1557 - 07  
Drying by:

Sieve Size	% Passing	Limits
4.75 (No. 40)	100	
7.5 (No. 20)	95	
15 (No. 10)	85	
30 (No. 5)	75	
60 (No. 2.5)	65	
75 (No. 2)	55	
106 (No. 1.5)	45	
150 (No. 1)	35	
200 (No. 75)	25	
250 (No. 60)	15	
300 (No. 50)	10	

### Other Test Results

Description	Method	Result	Limits
Swell (%)		0.0	
Sodium Sulfate (%)		0.0	
Water Soluble Sulfate (WS) (%)		0.0	
Free Sulfate Soluble Sulfate (%)		0.0	
Unit	ASTM D 4187 - 01	N/A	
Method		Method B	
Plastic Limit		NT	
Shrinkage Index		NP	
Sample Data			
Unit Weight (pcf)		140.0	
Group Symbol	ASTM D 4187 - 01	GM	
Group Name		Sub-Gravel with sand	

### Chart



### Comments

None

DIRECT000567



Geo Tek, Inc.  
5835 S. Escondido Street, Suite A  
Las Vegas, Nevada 89119-3826  
Telephone: (702) 897 1424

Report No. MAT:LNS13/17687

## Aggregate/Soil Test Report

Report No. MAT:LNS13/17687  
Issue No. 1

This laboratory is accredited by AASHTO. The tests reported have been performed in accordance with its terms of accreditation.

**AAP**

AASHTO  
Approved Signatory: Linda Coulter

Client: Inspirada Builders, LLC  
5855 Badura Ave  
Las Vegas  
NV  
89118

Project: 11096-LVR6  
INspirada Villages 3 and 4

**Sample Details**

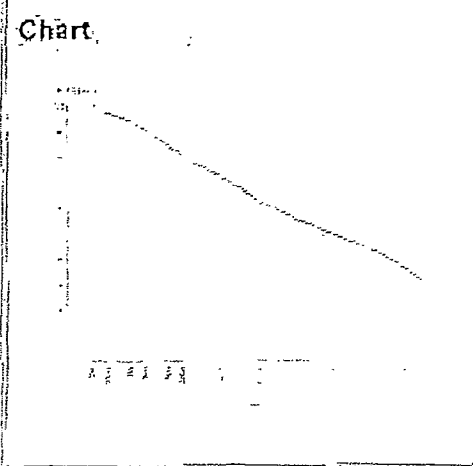
Sample ID: LNS13/17697  
Field Sample ID:  
Date Sampled: 11/13/2013  
Source:  
Material: Geo  
Specification: Generic Sieve  
Sampling Method:  
Location: B-35 @ 0' - 2'

**Particle Size Distribution**

Method: ASTM C 136 - 06, ASTM C 117 - 04  
Drying by:

Sieve Size	% Passing	Limits
2in (50.0mm)	100	
1 1/2in (37.5mm)	100	
1in (25.0mm)	100	
3/4in (19.0mm)	100	
1/2in (12.5mm)	100	
3/8in (9.5mm)	100	
No 4 (4.75mm)	100	
No 8 (2.36mm)	100	
No 16 (1.18mm)	100	
No 30 (600µm)	100	
No 50 (300µm)	100	
No 100 (150µm)	100	
No 200 (75µm)	100	

Other Test Results			
Description	Method	Result	Limits
Swelling (%)		1.5	
Sodium Na (%)		0.00	
Water Soluble Sulfate SO4 (%)		0.00	
Water Soluble Sodium Sulfate Na2SO4 (%)		0.00	
Group Symbol	ASTM D 2487 - 06	SM	
Group Name	Subgrade with gravel		
Liquid Limit	ASTM D 4318 - 03	NA	
Plastic Limit	Method B	NP	
Plasticity Index		NP	
Sample history			
Material retained on 425µm (No. 40) (%)		0.00	



**Comments**



Geo Tek, Inc.  
6835 S. Escalado Street, Suite A  
Las Vegas, Nevada 89119-3628

Telephone: (702) 897 1424

FAX: (702) 897 1424

## Aggregate/Soil Test Report

Report No: MAT:LNS13/17898

Issue No: 1

Client: Inspirada Builders, LLC  
5655 Badura Ave  
Las Vegas  
NV 89118  
Project: 11096-LVR6  
INspirada Villages 3 and 4



This laboratory is accredited by AASHTO. The test(s) reported have been performed in accordance with its test methods.

Date of Issue: 11/18/2013  
Approved Signatory: Linda Coulter

### Sample Details

Sample ID: LNS13/17698  
Field Sample ID:  
Date Sampled: 11/13/2013  
Source:  
Material: Geo  
Specification: Generic Sieve  
Sampling Method:  
Location: B-37 @ 0' - 2'

### Particle-Size Distribution

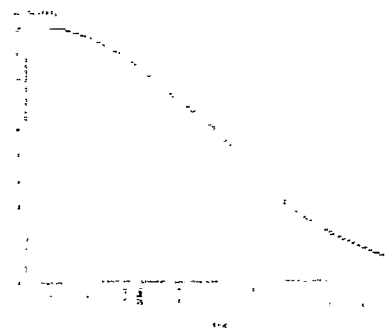
Method: ASTM C 136 - 06, ASTM C 117 - 04  
Drying by:

Sieve Size	% Passing	Limits
2in (50.0mm)	100	
1 1/2in (37.5mm)	99	
1in (25.0mm)	96	
3/4in (19.0mm)	93	
1/2in (12.5mm)	88	
3/8in (9.5mm)	84	
No. 4 (4.75mm)	71	
No. 8 (2.36mm)	59	
No. 16 (1.18mm)	42	
No. 30 (600µm)	28	
No. 50 (300µm)	19	
No. 100 (150µm)	13	
No. 200 (75µm)	8.4	

### Other Test Results

Description	Method	Result	Limits
Liquid Limit	ASTM D 4318 - 03	N/A	
Plastic Limit		N/A	
Shrinkage Index		N/A	
Sample History			
Moisture Content (w)		11.1	
Swell (%)		1.1	
Gravimetric Water Content (w)		0.00	
Water Soluble Solids (SS) (%)		0.00	
Water Soluble Solids (SS) (mg/g)		0.00	
Group Symbol	ASTM D 1585 - 03	SW-EM	
Grain Name	Well-graded sand with silty and clay		

### Chart



### Comments

N/A

DIRECT000569



Faxsimile: (702) 897 2213

Report No: MAT:LNS13/17699

Issue No: 1

This laboratory is accredited by AASHTO. The test(s) reported have been performed in accordance with its terms of accreditation.



Date of Issue: 11/18/2013  
Approved Signatory Linda Couller

### Sample Details

Sample ID:	LNS13/17699
Field Sample ID:	
Date Sampled:	11/13/2013
Source:	
Material:	Geo
Specification:	Generic Sieve
Sampling Method:	
Location:	B-39 @ 0' - 2'

### Particle Size Distribution

Method: ASTM C 138 - 06, ASTM C 117 - 04

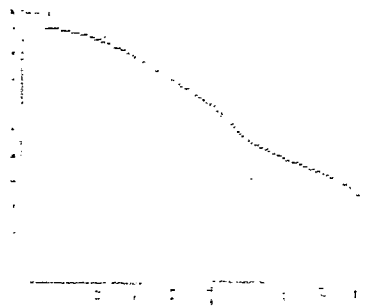
Drying by:

Sieve Size	% Passing	Limits
2in (50.0mm)	100	
1½in (37.5mm)	99	
1in (25.0mm)	97	
¾in (19.0mm)	95	
½in (12.5mm)	91	
3/8in (9.5mm)	88	
No. 4 (4.75mm)	79	
No. 8 (2.36mm)	69	
No. 16 (1.18mm)	55	
No. 30 (600µm)	48	
No. 50 (300µm)	42	
No. 100 (150µm)	35	
No. 200 (75µm)	24	

### Other Test Results

Description	Method	Result	Limits
Group Symbol	ASTM D 2487 - 06	SM	
Group Name	Grey Sand - 430 (max)		
Sodium Na (%)		0.00	
Water Soluble Sulfate SO4 (%)		0.00	
Water Soluble Sodium Sulfate Na2SO4 (%)		0.00	
Liquid Limit	ASTM D 4318 - 05	N/A	
Method		Method B	
Plastic Limit		NP	
Plasticity Index		NP	
Sample history			
Material used in design (s, d, f, w)		0.0	
Swell (%)		0.0	

### Chart



**Cōmmissionis**

N/A

**DIRECT000570**



Geo Tek, Inc.  
6835 S. Escondido Street, Suite A  
Las Vegas, Nevada 89118-3828

Telephone: (702) 897 1424

Fax: (702) 897 7001

# Aggregate/Soil Test Report

Report No: MAT-LNS13/17700

Issue No: 1

Client: Inspirada Builders, LLC  
5655 Badura Ave  
Las Vegas  
NV 89118  
Project: 11096-LVR6  
Inspirada Villages 3 and 4

This laboratory is accredited by AASHTO. The test(s) reported have been performed in accordance with its terms of accreditation.

**AAR**

AASHTO Accredited LN

Date of Issue: 11/18/2013  
Approved Signatory: Linda Coulter

## Sample Details

Sample ID: LNS13/17700  
Field Sample ID:  
Date Sampled: 11/13/2013  
Source:  
Material: Geo  
Specification: Generic Sieve  
Sampling Method:  
Location: B-40 @ 0' - 2'

## Particle Size Distribution

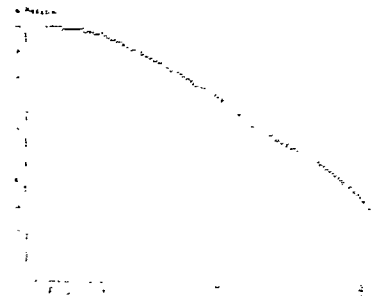
Method: ASTM C 136 - 06, ASTM C 117 - 04  
Drying by:

Sieve Size	% Passing	Limits
3/4" (19.0mm)	100	
1 1/2" (37.5mm)	99	
1" (25.0mm)	98	
3/4" (19.0mm)	96	
1/2" (12.5mm)	92	
3/8" (9.5mm)	89	
No. 4 (4.75mm)	81	
No. 8 (2.36mm)	72	
No. 16 (1.18mm)	60	
No. 30 (600µm)	52	
No. 50 (300µm)	43	
No. 100 (150µm)	32	
No. 200 (75µm)	16	

## Other Test Results

Description	Method	Result	Limits
Liquid Limit	ASTM D 4318 - 05	NA	
Method		Method B	
Plastic Limit		NP	
Plasticity Index		NP	
Sample history			
Material retained on 425µm sieve		0.0	
Group Symbol	ASTM D 2487 - 06	SM	
Group Name		Silty sand with gravel	
Swell (%)		0.5	
Sodium Na (%)		0.00	
Water Soluble Sulfate SO4 (%)		0.00	
Water Soluble Sodium Sulfate Na2SO4 (%)		0.00	

## Chart



## Comments

NA



Geo Tek, Inc.  
6635 S. Escondido Street, Suite A  
Las Vegas, Nevada 89119-3828

Telephone: (702) 897 1424

# Aggregate/Soil Test Report

Report No: MAT-LNS13/17703

Issue No: 1

Client: Inspirada Builders, LLC  
5655 Badura Ave  
Las Vegas  
NV 89118  
Project: 11096-LVR6  
Inspirada Villages 3 and 4



This laboratory is accredited by AASHTO. The test(s) reported have been performed in accordance with its terms of accreditation.

Date of Issue: 11/20/2013  
Approved Signatory: Linda Coulter

## Sample Details

Sample ID: LNS13/17703  
Field Sample ID:  
Date Sampled: 11/14/2013  
Source:  
Material: Geo  
Specification: Generic Sieve  
Sampling Method:  
Location: B-45 @ 0' - 2'

## Particle Size Distribution

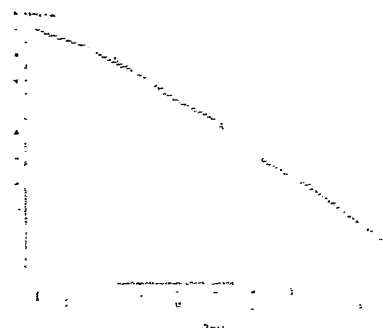
Method: ASTM C 136 - 06, ASTM C 117 - 04  
Drying by:

Sieve Size	% Passing	Limits
2 1/2 in (63.0mm)	100	
2 in (50.0mm)	98	
1 1/2 in (37.5mm)	96	
1 in (25.0mm)	93	
3/4 in (19.0mm)	89	
1/2 in (12.5mm)	85	
3/8 in (9.5mm)	82	
No. 4 (4.75mm)	72	
No. 8 (2.36mm)	64	
No. 16 (1.18mm)	51	
No. 30 (600µm)	42	
No. 50 (300µm)	33	
No. 100 (150µm)	23	
No. 200 (75µm)	14	

## Other Test Results

Description	Method	Result	Limits
Sodium Na (%)		0.00	
Water Soluble Sulfate SO4 (%)		0.01	
Water Soluble Sodium Sulfate Na2SO4 (%)		0.00	
Liquid Limit	ASTM D 4318 - 05	N/A	
Method	Method B		
Plastic Limit		NP	
Plasticity Index		NP	
Sample history			
Material retained on 425µm (No. 100) (%)		0.0	
Swell (%)		0.0	
Group Symbol	ASTM D 1557 - 05	SM	
Group Name		Silty sand with gravel	

## Chart



## Comments

None

DIRECT000572



Geo Tek, Inc.  
5835 S. Escondido Street, Suite A  
Las Vegas, Nevada 89119-3828  
Telephone: (702) 697 1424

# Aggregate/Soil Test Report

Report No: **MAT:LNS13/17713**  
Issue No 1

Client: Inspirada Builders, LLC  
5655 Badura Ave  
Las Vegas  
NV 89118  
Project: 11096-LVR6  
INspirada Villages 3 and 4

**AAP**  
AASHTO  
accredited  
Date of Issue: 11/20/2013  
Approved Signatory: Linda Coulter

**Sample Details**  
Sample ID: LNS13/17713  
Field Sample ID:  
Date Sampled: 11/19/2013  
Splices:  
Material: Geo  
Specification: Concrete Slabs  
Sampling Method:  
Location: B-42 @ E-2

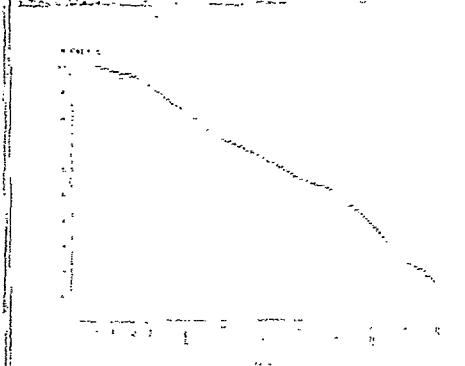
**Particle Size Distribution**  
Method: ASTM D 75-06  
Drying by:

Sieve Size	% Passing	Limits
2mm (No. 10)	100	
75um (No. 200)	98	
150um (No. 100)	98	
300um (No. 60)	92	
425um (No. 40)	88	
750um (No. 20)	81	
1.18mm (No. 150)	71	
2.0mm (No. 100)	64	
4.75mm (No. 40)	52	
9.5mm (No. 20)	50	
19mm (No. 10)	37	
37.5mm (No. 5)	21	
75mm (No. 2)	14	

## Other Test Results

Description	Method	Result	Units
Shrinkage	ASTM C 2457-05	0.0	%
Gravel Value	Shrinkage Limit Test	0.00	
Moisture Content (%)		0.00	
Water Soluble Sulfate (SS) (%)		0.00	
Water Soluble Sulfate (SS) (%)		0.00	
Liquid Limit	ASTM D 4318-05	N/A	
Method		Method B	
Plastic Limit		N/A	
Plasticity Index		N/A	
Sample History			
Moisture Content at 425um (No. 40) (%)		0.0	
Swamp (%)		1.3	

## Chart



## Comments

None



Geo Tek, Inc.  
6835 S. Escondido Street, Suite A  
Las Vegas, Nevada 89119-3828

Telephone: (702) 897 1424

Facsimile: (702) 897 2213

Report No: MAT:LNS13/17714

Issue No: 1

## Aggregate/Soil Test Report

Client: Inspirada Builders, LLC  
5655 Badura Ave  
Las Vegas  
NV 89118  
Project: 11096-LVR6  
Inspirada Villages 3 and 4

This laboratory is accredited by AASHTO. The test(s) reported have been performed in accordance with the terms of accreditation.

**AAP**

AASHTO Accredited LN

Date of Issue: 11/20/2013  
Approved Signatory: Linda Coulter

### Sample Details

Sample ID: LNS13/17714  
Field Sample ID:  
Date Sampled: 11/15/2013  
Source:  
Material: Geo  
Specification: Generic Sieve  
Sampling Method:  
Location: B-50 @ 0' - 2'

### Particle Size Distribution

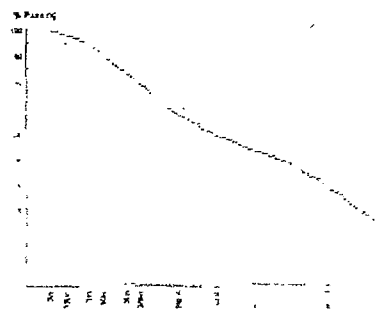
Method: ASTM C 136 - 06, ASTM C 117 - 04  
Drying by:

Sieve Size	% Passing	Limits
2in (50.0mm)	100	
1 1/2in (37.5mm)	98	
1in (25.0mm)	95	
3/4in (19.0mm)	90	
1/2in (12.5mm)	83	
3/8in (9.5mm)	79	
No. 4 (4.75mm)	67	
No. 8 (2.36mm)	59	
No. 16 (1.18mm)	53	
No. 30 (600µm)	48	
No. 50 (300µm)	39	
No. 100 (150µm)	29	
No. 200 (75µm)	19	

### Other Test Results

Description	Method	Result	Limits
Liquid Limit	ASTM D 4318 - 05	N/A	
Method		Method B	
Plastic Limit		NP	
Plasticity Index		NP	
Sample history			
Material retained on 425µm (No. 40) sieve		0.0	
Group Symbol	ASTM D 2487 - 06	SM	
Group Name		silty sand with gravel	
Sodium Na (%)		0.00	
Water Soluble Sulfate SO4 (%)		0.00	
Water Soluble Sodium Sulfate Na2SO4 (%)		0.00	
Swell (%)		1.5	

### Chart



### Comments

N/A

**DIRECT000574**



Geo Tek, Inc.  
6635 S. Escondido Street, Suite A  
Las Vegas, Nevada 89119-3828

Telephone: (702) 897 1424

Printed: 11/20/2013 10:12 AM

Report No: MAT-LS1317715  
Issue No: 1

## Aggregate/Soil Test Report

Client: Inspirada Builders, LLC  
5655 Badura Ave  
Las Vegas  
NV 89118  
Project: 11096-LVR6  
Inspirada Villages 3 and 4



AASHTO  
Accredited  
LN

Date of Issue: 11/20/2013  
Approved Signatory: Linda Couller

### Sample Details

Sample ID: LS1317715  
Field Sample ID:  
Date Sampled: 11/15/2013  
Source:  
Material: Geo  
Specification: Geotextile Sieve  
Sampling Method:  
Location: E-51 (S) (N) 2

### Particle Size Distribution

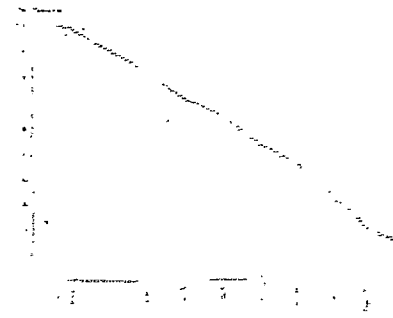
Method: ASTM D 1557 - 06  
Drying by:

Sieve Size	% Passing	Limits
No. 10 (2.0mm)	100	
No. 20 (0.85mm)	95	
No. 40 (0.425mm)	85	
No. 60 (0.25mm)	75	
No. 80 (0.18mm)	65	
No. 100 (0.15mm)	55	
No. 150 (0.106mm)	45	
No. 200 (0.075mm)	35	
No. 250 (0.06mm)	25	
No. 300 (0.05mm)	15	

### Other Test Results

Description	Method	Result	Limits
Unit: 1/2" (12.5mm)	ASTM D 4918 - 02	100	
Method	Method B		
Plastic Limit	100		
Plasticity Index	100		
Sample History			
Material tested on 11/15/2013			
Group Symbol	ASTM D 2487 - 06	GM	
Group Name	Silty sand with gravel		
Secum (%)	0.04		
Water Soluble Sulfate (SS) (%)	0.14		
Water Soluble Sulfate (SS) (%)	0.14		
Sulfate (%)	0.14		

### Chart



### Comments

100



Geo Tek, Inc.  
5835 S. Escondido Street, Suite A  
Las Vegas, Nevada 89119-3828

Telephone: (702) 897 1424

Facsimile: (702) 897 2213

Report No: MAT-LNS13/17716

Issue No 1

## Aggregate/Soil Test Report

Client: Inspirada Builders, LLC  
5655 Badura Ave  
Las Vegas  
NV 89118  
Project: 11096-LVR6  
Inspirada Villages 3 and 4



AASHTO  
Approved  
LN

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Date of Issue: 11/26/2013  
Approved Signatory: Linda Coulter

### Sample Details

Sample ID: LNS13/17716  
Field Sample ID:  
Date Sampled: 11/15/2013  
Source:  
Material: Geo  
Specification: Generic Sieve  
Sampling Method:  
Location: B-54 @ 0' - 2'

### Particle Size Distribution

Method: ASTM C 136 - 05, ASTM C 117 - 04

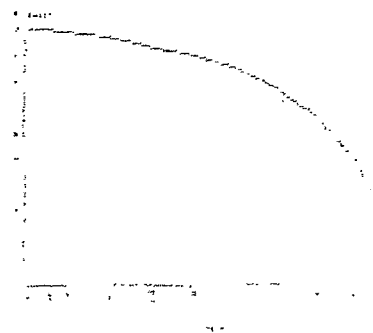
Drying by:

Sieve Size	% Passing	Limits
1 1/2 in (37.5mm)	100	
1 in (25.0mm)	100	
3/4 in (19.0mm)	99	
1/2 in (12.5mm)	98	
3/8 in (9.5mm)	97	
No. 4 (4.75mm)	93	
No. 8 (2.36mm)	90	
No. 16 (1.18mm)	85	
No. 30 (600µm)	77	
No. 50 (300µm)	66	
No. 100 (150µm)	50	
No. 200 (75µm)	26	

### Other Test Results

Description	Method	Result	Limits
Shrinkage (%)		0.6	
Liquid Limit	ASTM D 4318 - 05	N/A	
Method		Method B	
Plastic Limit		NP	
Plasticity Index		NP	
Sample History			
Water Absorption (4.25mm No. 40) (%)		0.0	
Shrinkage (%)		0.6	
Water Soluble Sulfate SO <sub>4</sub> (%)		0.00	
Water Soluble Sodium Sulfate Na <sub>2</sub> SO <sub>4</sub> (%)		0.00	
Water Soluble Chlorides (%)		0.00	
Group Symbol	ASTM D 2487 - 06	SM	
Group Name		Very sand	

### Chart



### Comments

NA



Geo Tek, Inc.  
6835 S. Escondido Street, Suite A  
Las Vegas, Nevada 89118-3828

Telephone: (702) 897 1424

Fax: (702) 897 1425

## Aggregate/Soil Test Report

Report No: MAT:LNS13/17741

Issue No: 1

Client: Inspirada Builders, LLC  
5655 Badura Ave  
Las Vegas  
NV 89118  
Project: 11096-LVR6  
Inspirada Villages 3 and 4



This laboratory is accredited by AASHTO. The test(s) reported have been performed in accordance with its terms of accreditation.

AASHTO  
Approved Signatory

Date of Issue: 11/21/2013  
Approved Signatory: Linda Coulter

### Sample Details

Sample ID: LNS13/17741  
Field Sample ID:  
Date Sampled: 11/18/2013  
Source: Geo  
Material: Generic Sieve  
Specification: Generic Sieve  
Sampling Method:  
Location: B-55 @ 0' - 2'

### Particle Size Distribution

Method: ASTM C 136 - 05, ASTM C 117 - 04

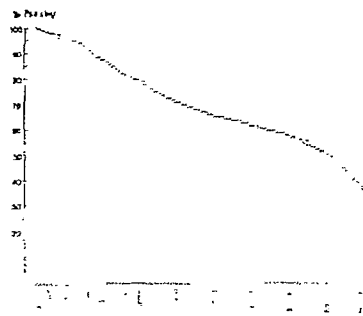
Drying by:

Sieve Size	% Passing	Limits
2 1/2 in (63.0mm)	100	
2 in (50.0mm)	98	
1 1/2 in (37.5mm)	97	
1 in (25.0mm)	92	
3/4 in (19.0mm)	88	
1/2 in (12.5mm)	82	
3/8 in (9.5mm)	79	
No 4 (4.75mm)	71	
No 8 (2.36mm)	66	
No 16 (1.18mm)	62	
No 30 (600µm)	58	
No 50 (300µm)	51	
No 100 (150µm)	38	
No 200 (75µm)	22	

### Other Test Results

Description	Method	Result	Limits
Liquid Limit	ASTM D 4318 - 05	N/A	
Method		Method B	
Plastic Limit		NP	
Plasticity Index		NP	
Sample history			
Moisture content, %		0.0	
Swell (%)		1.3	
Group Symbol	ASTM D 2487 - 06	SM	
Group Name		Silly sand with gravel	
Sodium Na (%)		0.00	
Water Soluble Sulfate SO4 (%)		0.00	
Water Soluble Sodium Sulfate Na2SO4 (%)		0.00	

### Chart



### Comments

N/A

DIRECT000577



Geo Tek, Inc.  
6835 S. Escondido Street, Suite A  
Las Vegas, Nevada 89119-3828

Telephone (702) 897 1424

Facsimile: (702) 897 2213

## Aggregate/Soil Test Report

Report No: MAT: LNS13/17757

Test No. \*

Client: Inspirada Builders, LLC  
5655 Badura Ave  
Las Vegas  
NV 89118  
Project: 11096-LVR6  
INspirada Villages 3 and 4

This laboratory is accredited by AASHTO. The test(s) reported have been performed in accordance with its terms of accreditation.



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Accredited  
LN

Date of Issue: 11/22/2013  
Approved Signatory: Linda Coulter

### Sample Details

Sample ID: LNS13/17757  
Field Sample ID:  
Date Sampled: 11/19/2013  
Source:  
Material: Geo  
Specification: Generic Sieve  
Sampling Method:  
Location: B-56 @ 0' - 2'

### Particle Size Distribution

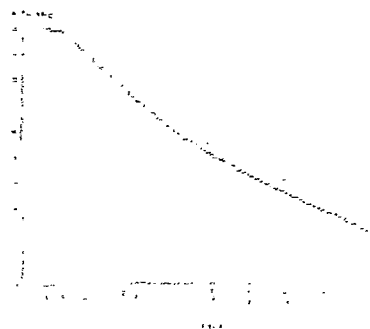
Method: ASTM C 136 - 06, ASTM C 117 - 04  
Drying by:

Sieve Size	% Passing	Limits
2in (50.0mm)	100	
1 1/2in (37.5mm)	99	
1in (25.0mm)	91	
3/4in (19.0mm)	86	
1/2in (12.5mm)	77	
3/8in (9.5mm)	72	
No. 4 (4.75mm)	60	
No. 8 (2.36mm)	50	
No. 16 (1.18mm)	42	
No. 30 (600µm)	35	
No. 50 (300µm)	28	
No. 100 (150µm)	22	
No. 200 (75µm)	13	

### Other Test Results

Description	Method	Result	Limits
Group Name	ASTM D 2487 - 06	SM	
Group Name		Silty sand with gravel	
Liquid Limit	ASTM D 2487 - 05	N/A	
Method		Method B	
Plastic Limit		NP	
Plasticity Index		NP	
Sample history			
Material retained on 425 µm sieve (%)		0.0	
Fineness Modulus		1.01	
Water Soluble Sulfate SO <sub>4</sub> (%)		0.00	
Water Soluble Sodium Sulfate Na <sub>2</sub> SO <sub>4</sub> (%)		0.00	

### Chart



### Comments

None

DIRECT000578



Geo Tek, Inc.  
6835 S. Escondido Street, Suite A  
Las Vegas, Nevada 89119-3828

Telephone: (702) 897 1424

Facsimile: (702) 897 2213

## Aggregate/Soil Test Report

Report No: MAT:LNS13/17758

Issue No: 1

Client: Inspirada Builders, LLC  
5655 Badura Ave  
Las Vegas  
NV 89118  
Project: 11096-LVR6  
Inspirada Villages 3 and 4

This laboratory is accredited by AASHTO. The test(s) reported have been performed in accordance with its terms of accreditation.

**AAP**

Date of Issue: 11/22/2013  
Approved Signatory: Linda Coulter

### Sample Details

Sample ID: LNS13/17758  
Field Sample ID:  
Date Sampled: 11/19/2013  
Source:  
Material: Geo  
Specification: Generic Sieve  
Sampling Method:  
Location: B-60 @ 0' - 2'

### Particle Size Distribution

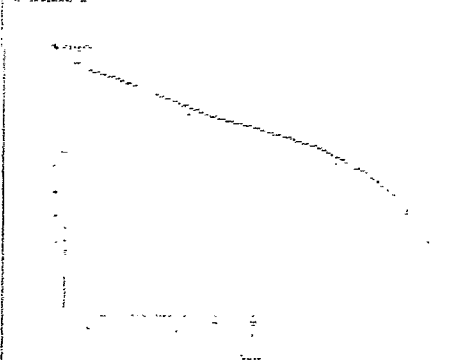
Method: ASTM C 136 - 06, ASTM C 117 - 04  
Drying by:

Sieve Size	% Passing	Limits
2 1/2 in (63.0mm)	100	
2 in (50.0mm)	97	
1 1/2 in (37.5mm)	95	
1 in (25.0mm)	92	
3/4 in (19.0mm)	90	
1/2 in (12.5mm)	86	
3/8 in (9.5mm)	84	
No. 4 (4.75mm)	78	
No. 8 (2.36mm)	74	
No. 16 (1.18mm)	70	
No. 30 (600µm)	65	
No. 50 (300µm)	57	
No. 100 (150µm)	46	
No. 200 (75µm)	28	

### Other Test Results

Description	Method	Result	Limits
Group Symbol	ASTM D 2487 - 06	SM	
Group Name	5.5 - sand with gravel		
Liquid Limit	ASTM D 4318 - 03	NP	
Method		Method B	
Plastic Limit		NP	
Plasticity Index		NP	
Sample history			
Material retained on 425µm (No. 40) (%)		0.0	
Sodium Na (%)		0.00	
Water Soluble Sulfate SO4 (%)		0.00	
Water Soluble Sodium Sulfate Na2SO4 (%)		0.00	
Swell (%)		2.5	

### Chart



### Comments

11/22/2013

**DIRECT000579**



Geo Tek, Inc.  
6835 S. Escondido Street, Suite A  
Las Vegas, Nevada 89119-3828

Telephone: (702) 897 1424

Facsimile: (702) 897 2213

## Aggregate/Soil Test Report

Report No: MAT:

ISSUE No: 1

Client: Inspirada Builders, LLC  
5655 Badura Ave  
Las Vegas  
NV 89118  
Project: 11096-LVR6  
Inspirada Villages 3 and 4



This laboratory is accredited by AASHTO. The test(s) reported have been performed in accordance with its terms of accreditation.

AASHTO  
accredited  
LN

Date of Issue: 11/22/2013  
Approved Signatory: Linda Coulter

### Sample Details

Sample ID:  
Field Sample ID:  
Date Sampled: 11/19/2013  
Source:  
Material: Geo  
Specification: Generic Sieve  
Sampling Method:  
Location: B-61 @ 0' - 2'

### Particle Size Distribution

Method: ASTM C 136 - 06, ASTM C 117 - 04

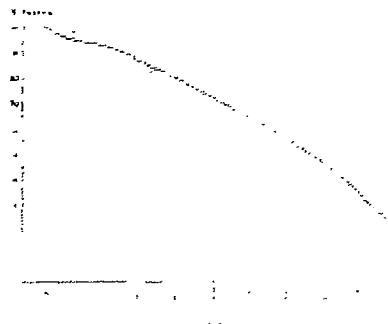
Drying by

Sieve Size	% Passing	Limits
2in (50.0mm)	100	
1 1/2in (37.5mm)	96	
1in (25.0mm)	94	
3/4in (19.0mm)	93	
1/2in (12.5mm)	90	
3/8in (9.5mm)	87	
No. 4 (4.75mm)	80	
No. 8 (2.36mm)	72	
No. 16 (1.18mm)	64	
No. 30 (600µm)	56	
No. 50 (300µm)	46	
No. 100 (150µm)	35	
No. 200 (75µm)	22	

### Other Test Results

Description	Method	Result	Limits
Swell (%)		0.1	
Liquid Limit	ASTM D 4318 - 05	N/A	
Method		Method B	
Plastic Limit		NP	
Plasticity Index		NP	
Sample history			
Material retained on 425µm (No. 40) (%)		0.0	
Sodium % (Na (%))		0.00	
Water Soluble Sulfate SO <sub>4</sub> (%)		0.00	
Water Soluble Sodium Sulfate Na <sub>2</sub> SO <sub>4</sub> (%)		0.00	
Group Symbol	ASTM D 2487 - 06	SM	
Group Name		Silt sand with fines	

### Chart



### Comments

DIRECT000580



Geo Tek, Inc.  
6835 S. Escondido Street, Suite A  
Las Vegas, Nevada 89119-3828

Telephone (702) 897 1424

Foundational and Soil Testing

## Aggregate/Soil Test Report

Report No: MAT:LNS13/17760

Issue No: 1

Client: Inspirada Builders, LLC  
5655 Badura Ave  
Las Vegas  
NV 89118  
Project: 11096-LVR6  
Inspira Villages 3 and 4

This laboratory is accredited by AASHTO. The tests reported have been performed in accordance with its terms of accreditation.

**AASHTO**  
Date of Issue: 11/22/2013  
Approved Signatory: Linda Coulter

### Sample Details

Sample ID: LNS13/17760  
Field Sample ID:  
Date Sampled: 11/19/2013  
Source:  
Material: Geo  
Specification: Generic Sieve  
Sampling Method:  
Location: B-62 @ 0' - 2'

### Particle Size Distribution

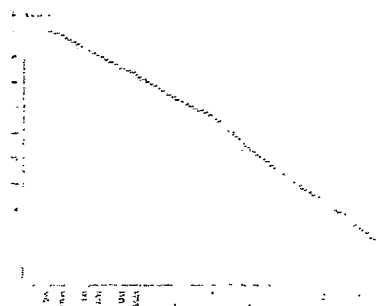
Method: ASTM C 136 - 06, ASTM C 117 - 04  
Drying by:

Sieve Size	% Passing	Limits
2in (50.0mm)	100	
1 1/2in (37.5mm)	100	
1in (25.0mm)	100	
3/4in (19.0mm)	100	
1/2in (12.5mm)	100	
3/8in (9.5mm)	100	
No. 4 (4.75mm)	100	
No. 8 (2.36mm)	100	
No. 16 (1.18mm)	100	
No. 30 (600µm)	100	
No. 50 (300µm)	100	
No. 100 (150µm)	100	
No. 200 (75µm)	100	

### Other Test Results

Description	Method	Result	Limits
Group Symbol	ASTM D 2487 - 06	SM	
Group Name	Silty sand with gravel		
Liquid Limit	ASTM D 4318 - 05	N/A	
Method	Method B		
Plastic Limit		NP	
Plasticity Index		NP	
Sample history			
Material retained on 425µm (No. 40) (%)		0.0	
Sodium Na (%)		0.00	
Water Soluble Sulfate SO <sub>4</sub> (%)		0.00	
Water Soluble Sodium Sulfate Na <sub>2</sub> SO <sub>4</sub> (%)		0.00	
Swell (%)		0.3	

### Chart



### Comments

None

**DIRECT000581**



Geo Tek, Inc.  
6835 S. Escondido Street, Suite A  
Las Vegas, Nevada 89119-3828

Telephone: (702) 897 1424

1 300000 1000 1000 1000

## Aggregate/Soil Test Report

Report No. MAT: LNS13/17761  
Lab No. 1

Client: Inspirada Builders, LLC  
5855 Badura Ave  
Las Vegas  
NV 89118  
Project: 11096-LVR6  
INspirada Villages 3 and 4

This laboratory is accredited by AASHTO. The (wall) reported have been performed in accordance with its terms of accreditation.  
**AAR**  
Date of issue: 11/22/2013  
Approved Signatory: Linda Coullier

### Sample Details

Sample ID: LNS13/17761  
Field Sample ID:  
Date Sampled: 11/19/2013  
Source:  
Material: Geo  
Specification: Generic Sieve  
Sampling Method:  
Location: B-63 @ 0' - 2'

### Particle Size Distribution

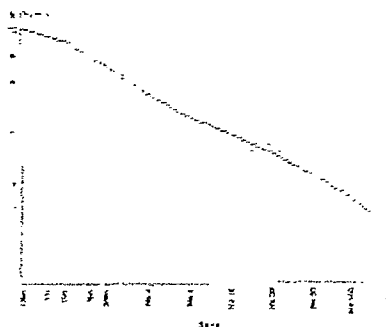
Method: ASTM C 136 - 05, ASTM C 117 - 04  
Drying by:

Sieve Size	% Passing	Limits
1 1/2 in (37.5 mm)	100	
1 in (25.0 mm)	97	
3/4 in (19.0 mm)	95	
1/2 in (12.5 mm)	89	
3/8 in (9.5 mm)	85	
No. 4 (4.75 mm)	74	
No. 8 (2.36 mm)	65	
No. 16 (1.18 mm)	58	
No. 30 (600 µm)	51	
No. 50 (300 µm)	42	
No. 100 (150 µm)	33	
No. 200 (75 µm)	22	

### Other Test Results

Description	Method	Result	Limits
Group Symbol	ASTM D 2487 - 06	SM	
Group Name	Subgrade Soil		
Sodium Na (%)	14-3300 4502 4502 4502	0.00	
Water Soluble Sulfate SO <sub>4</sub> (%)		0.00	
Water Soluble Sodium Sulfate Na <sub>2</sub> SO <sub>4</sub> (%)		0.00	
Liquid Limit	ASTM D 4318 - 05	N/A	
Method		Method B	
Plastic Limit		NP	
Plasticity Index		NP	
Sample history			
Material retained on 425 µm (No. 40) (%)		0.0	
Swell (%)		1.5	

### Chart



### Comments

N/A

DIRECT000582

## Atlas Consultants, Inc.

6000 S Eastern Avenue, Suite 100 • Las Vegas, Nevada 89119  
(702) 383-1199 • Fax (702) 383-4983



member of  
AMERICAN SOCIETY FOR  
TESTING MATERIALS

ACT LAB NO: 12254(b)

DATE: April 26, 2004

PROJECT NO: 5221

P.O.:

ANALYZED BY: Robert L. Summers

LAB ID: 43405

LV 600

### WATER SOLUBLE SALT ANALYSIS IN SOIL

1:5 (soil:water) Aqueous Extraction  
AWWA 3500-Na D, AWWA 4500 E

#### SOIL SIEVE SIZE = -10 MESH

Sample No.	Location	Depth (feet)	Sodium (Percent)	Water Soluble Sulfate (SO <sub>4</sub> ) (Percent)	Total Available Water Soluble Sodium Sulfate (Na <sub>2</sub> SO <sub>4</sub> ) (Percent)
GEO	B-2 X	0-1	<0.01	0.05	<0.01

LABORATORY MANAGER

Note: The results for each constituent denote the percentage of that analyte, at a 1:5 (soil:water) extraction ratio, which is present in the soil. Sodium was determined by flame photometry, sulfate turbidimetrically, and sodium sulfate by calculation.

**DIRECT000583**

**Atlas Consultants, Inc.**6000 S. Eastern Avenue, Suite 10J • Las Vegas, Nevada 89119  
(702) 383-1199 • Fax (702) 383-4983Member of  
AMERICAN SOCIETY FOR  
TESTING MATERIALS

ACT LAB NO: 12254(a)

DATE: April 26, 2004

PROJECT NO: 5221

P.O.:

ANALYZED BY: Robert L. Summers

LAB ID: 43404

LV 800

**WATER SOLUBLE SALT ANALYSIS IN SOIL**1:5 (soil:water) Aqueous Extraction  
AWWA 3500-Na D, AWWA 4500 E

SOIL SIEVE SIZE = -10 MESH

Sample No	Location	Depth (feet)	Sodium (Percent)	Water Soluble Sulfate (SO <sub>4</sub> ) (Percent)	Total Available Water Soluble Sodium Sulfate (Na <sub>2</sub> SO <sub>4</sub> ) (Percent)
GEO	TP-1	1-2	<0.01	0.04	<0.01

LABORATORY MANAGER

Notes: The results for each constituent denote the percentage of that analyte, at a 1:5 (soil:water) extraction ratio, which is present in the soil. Sulfate was determined by barium chromate, sulfate turbidimetrically and sodium sulfate by calculation.

**DIRECT000584**



Geo Tek, Inc.  
 6635 S. Escondido Street, Suite A  
 Las Vegas, Nevada 89119-3626  
 Telephone (702) 897 1424  
 Facsimile (702) 897 2213

## Material Test Report

Report No: MAT:86710  
 Issue No: 1

Client: SOUTH EDGE LLC  
 3425 CLIFFS SHADOWS PKWY, STE 250  
 LAS VEGAS NV 89129  
 United States of America  
 Project: 7528 - INSPIRADA VILLAGE 3

This laboratory is accredited by AASHTO. The tests reported hereon were performed in accordance with the requirements of the AASHTO Manual of Practice.  
  
 Approved by: [Signature]  
 Manager, Laboratory Services  
 Date of Issue: 11/3/2006  
 THIS DOCUMENT SHALL NOT BE REPRODUCED EXCEPT IN FULL

### Sample Details

Sample ID: 86710  
 Field Sample ID:  
 Date Sampled: 10/30/2006  
 Source:  
 Material: Geo  
 Specification: Generic Sieve  
 Sampling Method:  
 Location: 8-37 @ 0' - 1'

### Particle Size Distribution

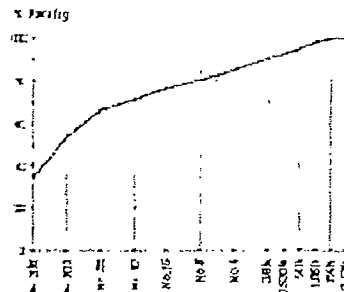
Method: ASTM C 136, ASTM C 117  
 Drying by:

Sieve Size	% Passing	Limits
2 1/2 in (53.0mm)	100	
1 1/2 in (37.5mm)	99	
1.06 in (26.5mm)	98	
3/4 in (19.0mm)	94	
0.530 in (13.2mm)	92	
3/8 in (9.5mm)	90	
No. 4 (4.75mm)	85	
No. 8 (2.36mm)	80	
No. 16 (1.18mm)	76	
No. 30 (600µm)	71	
No. 50 (300µm)	66	
No. 100 (150µm)	53	
No. 200 (75µm)	34	

### Other Test Results

Description	Method	Result	Limits
Liquid Limit (%)	ASTM D 4318	NC	
Plastic Limit (%)	Method	One Point	
Plasticity Index (%)		NO	
Sample History		NP	
Preparation			
Group Symbol	ASTM D 1586	SM	
Group Name		Silty sand with gravel	

### Chart



Comments  
 NO = Not Obtainable  
 NP = Non Plastic

DIRECT000585



Geo Tek, Inc.  
6335 S. Escondido Street, Suite A  
Las Vegas, Nevada 89119-3626

Telephone: (702) 897 1424

Facsimile: (702) 897 2213

## Material Test Report

Report No: MAT:85706

Issue No: 1

Client: SOUTH EDGE LLC  
3425 CLIFFS SHADOWS PKWY, STE 250  
LAS VEGAS NV 89129  
United States of America

Project: 7529 - INSPIRADA VILLAGE 3



ANY REPRODUCTION OR ALTERATION OF THIS REPORT WITHOUT THE WRITTEN PERMISSION OF GEO TEK, INC. IS STRICTLY PROHIBITED. THIS DOCUMENT SHALL NOT BE REPRODUCED EXCEPT IN FULL.

*Chad*

Approved: [Signature]  
Date of Issue: 1/13/2006

Approved: [Signature]  
Date of Issue: 1/13/2006

THIS DOCUMENT SHALL NOT BE REPRODUCED EXCEPT IN FULL.

### Sample Details

Sample ID: 88706  
Field Sample ID:  
Date Sampled: 10/30/2005  
Source:  
Material: Geo  
Specification: Generic Sieve  
Sampling Method:  
Location: B-6Y @ 0' - 1'

### Particle Size Distribution

Method: ASTM C 136, ASTM C 117

Drying by:

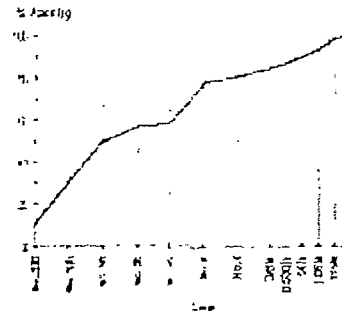
Sieve Size	% Passing	Limits
2 1/2" (63.5mm)	100	
1 1/2" (37.5mm)	95	
1 1/8" (31.5mm)	93	
3/4" (19.0mm)	89	
3/8" (9.5mm)	86	
No. 20 (75µm)	84	
No. 40 (37µm)	80	
No. 60 (250µm)	77	
No. 100 (150µm)	58	
No. 200 (75µm)	56	
No. 400 (37µm)	50	
No. 600 (250µm)	31	
No. 840 (175µm)	11	

### Other Test Results

Description	Method	Result	Limits
Liquid Limit (%)		N	
Plastic Limit (%)		NP	
Plasticity Index (%)		NP	
Sample History			
Preparation			

Preparation: Poorly graded sand with silt and gravel

### Chart



Comments  
NO = Not Obtainable  
NP = Not Plastic

DIRECT000586



**SilverState**  
Analytical Laboratories

## LABORATORY REPORT

DATE: August 15, 2013

REPORT NUMBER: 13-3576-4

CLIENT: GeoTek, Inc.  
6835 South Escondido Street, Suite A  
Las Vegas, NV 89119

PAGE: 1 of 1

CLIENT PROJECT: LVR600 11360 LVR6

CLIENT PO #:

Sampled By: Client  
Date Sampled: --  
Time Sampled: --  
Analyst: SW


Date Received: 08/15/13  
Time Received: 0835

Sample ID: 16790, B-1 @ 2-3'

ANALYSIS	Result	Units	Method
Sodium (Na)	0.00	%	ASTM D2791
Water Soluble Sulfate ( $\text{SO}_4$ )	0.00	%	SM4500B
Total Available Water Soluble Sodium Sulfate ( $\text{Na}_2\text{SO}_4$ )	0.00	%	Calculation

NOTES: The results for each constituent denote the percentage (%) for that particular element which is soluble in a 1:5 (solid to water) extraction ratio and corrected for dilution.

REVIEWED BY:

  
John S. Smith  
Laboratory Director

3638 E. Sunset Road, Suite 100, Las Vegas, NV 89120 • Tel: 702-873-4478 Fax: 702-873-7967  
4587 Longley Lane, No. 2, Reno, NV 89502 • Tel: 775-825-1127 Fax: 775-825-1167  
[www.ssalabs.com](http://www.ssalabs.com) or [www.envlrotechonline.com](http://www.envlrotechonline.com)

**DIRECT000587**



## LABORATORY REPORT

DATE: August 15, 2013

REPORT NUMBER: 13-3576-1

CLIENT: GeoTek, Inc.  
6835 South Escondido Street, Suite A  
Las Vegas, NV 89119

PAGE: 1 of 1

CLIENT PROJECT: LVR600 11360 LVR6

CLIENT PO #:

Sampled By: Client  
Date Sampled: --  
Time Sampled: --  
Analyst: SW

Date Received: 08/15/13  
Time Received: 0835


Sample ID: 16784, B-2 @ 0-2'

Z

Analysis	Result	Unit	Method
Sodium (Na)	0.00	%	ASTM D2791
Water Soluble Sulfate (SO <sub>4</sub> )	0.00	%	SM4500E
Total Available Water Soluble Sodium Sulfate (Na <sub>2</sub> SO <sub>4</sub> )	0.00	%	Calculation

NOTE: The results for each constituent denote the percentage (%) for that particular element which is soluble in a 1:5 (acid to sample) extraction solution corrected for dilution.

REVIEWED BY:

  
John Slough  
Laboratory Director

3638 E. Sunset Road, Suite 100, Las Vegas, NV 89120 - Tel: 702-873-4478 Fax: 702-873-7967  
4587 Longley Lane, No. 2, Reno, NV 89502 - Tel: 775-825-1127 Fax: 775-825-1167  
[www.ssalabs.com](http://www.ssalabs.com) or [www.envrotechonline.com](http://www.envrotechonline.com)

**DIRECT000588**



Geo Tek, Inc.  
6635 S. Escondido Street, Suite A  
Las Vegas, Nevada 89119-3526

Telephone: (702) 887 1424

Facsimile: (702) 887 1424

Report No: MAT:LNS13/16791

Issue No: 1

## Aggregate/Soil Test Report

Client: PARDEE HOMES  
650 WHITE DR #100  
LAS VEGAS  
NV 89119  
Project: 11360-LVR6  
INSPIRADA VILLAGE 3, POD 3



Approved by: [Signature]  
Date of Issue: 8/16/2013  
Approved Signatory: Linda Coulter

### Sample Details

Sample ID: LNS13/16791  
Field Sample ID:  
Date Sampled: 08/09/2013  
Source:  
Material: Geo  
Specification:  
Sampling Method:  
Location: B-4 @ 2' - 3'  
Z

### Particle Size Distribution

Method:  
Drying by:  
Date Tested:

Sieve Size	% Passing	Limits
------------	-----------	--------

### Other Test Results

Description	Method	Result	Limits
Sodium Na (%)		0.00	
Water Soluble Sulfate SO4 (%)		0.00	
Freeze Thaw Stability (ASTM C666)		0.00	
Swelling (%)		0.00	

Chart

Comments  
N/A

DIRECT000589



Безопасность детей и подростков

**TỔNG NƠI**

This laboratory is accredited by AASHTO. The test(s) reported have been performed in accordance with its



Date of Issue 8/16/2013

14

Approved Signatory Linda Coulter

Sample ID:	LMS121675a
Field Sample ID:	
Date Sampled:	08/09/2011
Source:	
Material:	Geo
Specification:	Generic Elev
Sampling Method:	
Location:	11 5 200 10 2

Method: air VC 28 CS 65th 7 17 04

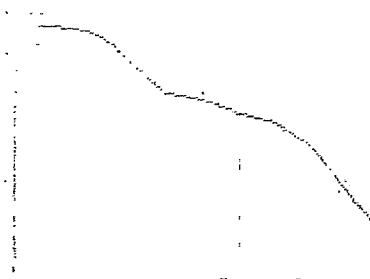
Method: air VC 25 24 25 27 17 14

Drying by...

Sieve Size	% Passing	Limit
20 (0.85mm)	100	100
40 (0.425mm)	99	95
60 (0.25mm)	98	90
100 (0.15mm)	93	85
200 (0.075mm)	87	75
400 (0.0425mm)	74	60
No. 600 (0.25mm)	71	55
No. 100 (0.15mm)	66	50
No. 200 (0.075mm)	62	45
No. 400 (0.0425mm)	52	35
No. 600 (0.25mm)	45	25
No. 800 (0.1875mm)	30	15

Description	Method	Result	Units
Group Symbol	ASTM F 7485	03	SH
Group Name		Sily sand with gravel	
Liquet Limit	ASTM D 4919	003	MPa
Method		Method B	
Plastic Limit			MP
Plasticity Index			IP
Sample Location			
Mass (wet) and Moisture Content	ASTM D 1555		MP

### Chart



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**DIRECT000590**



## LABORATORY REPORT

DATE: August 15, 2013

REPORT NUMBER: 13-3576-2

CLIENT: GeoTek, Inc.  
6835 South Escondido Street, Suite A  
Las Vegas, NV 89119

PAGE: 1 of 1

CLIENT PROJECT: LVR600 11360 LVR6

CLIENT PO #:

Sampled By: Client

Date Sampled: --

Time Sampled: --

Analyst: SW

Date Received: 08/15/13

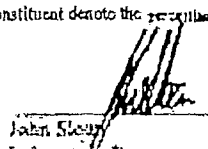
Time Received: 0835

Sample ID: 16787, B-6 @ 0-2'

Analysis	Result	Unit	Method
Sodium (Na)	0.00	%	ASTM D2791
Water Soluble Sulfate (SO <sub>4</sub> )	0.00	%	SM4500E
Total Available Water Soluble Sodium Sulfate (Na <sub>2</sub> SO <sub>4</sub> )	0.00	%	Calculation

NOTES: The results for each constituent denote the percentage (%) for that particular element which is soluble in a 1:3 (soil to water) extraction ratio and corrected for dilution.

REVIEWED BY:

  
John Slattery  
Laboratory Director

3638 E. Sunset Road, Suite 100, Las Vegas, NV 89120 - Tel: 702-873-4478 Fax: 702-873-7967

4687 Longley Lane, No. 2, Reno, NV 89502 - Tel: 775-825-1127 Fax: 775-825-1167

[www.ssalabs.com](http://www.ssalabs.com) or [www.environmentonline.com](http://www.environmentonline.com)

**DIRECT000591**



## LABORATORY REPORT

DATE: August 15, 2013

REPORT NUMBER: 13-3576-6

CLIENT: GeoTek, Inc.  
6835 South Escondido Street, Suite A  
Las Vegas, NV 89119

PAGE: 1 of 1

CLIENT PROJECT: LVR600 11360 LVR6

CLIENT PO #:

Sampled By: Client  
Date Sampled: -  
Time Sampled: -  
Analyst: SW

Date Received: 08/15/13  
Time Received: 0835

Sample ID: 16792, B-7 @ 5-6'

Analysis	Result	Unit	Method
Sodium ( $\text{Na}$ )	0.00	%	ASTM D2791
Water Soluble Sulfate ( $\text{SO}_4$ )	0.00	%	SM4500E
Total Available Water Soluble Sodium Sulfate ( $\text{Na}_2\text{SO}_4$ )	0.00	%	Calculation

NOTE: The results for each constituent denote the percentage (%) for that particular element which is soluble in a 1:5 (soil to water) extraction ratio and corrected for dilution.

REVIEWED BY:

  
John H. Smith  
Laboratory Director

3638 E. Sunset Road, Suite 100, Las Vegas, NV 89120 - Tel: 702-873-4478 Fax: 702-873-7867  
4587 Longley Lane, No. 2, Reno, NV 89502 - Tel: 775-825-1127 Fax: 775-825-1167  
[www.ssalabs.com](http://www.ssalabs.com) or [www.envlrotechonline.com](http://www.envlrotechonline.com)

**DIRECT000592**



Geo Tek, Inc.  
6635 S. Escondido Street, Suite A  
Las Vegas, Nevada 89119-3828

Telephone: (702) 897 1424

Facsimile: (702) 897 2113

## Aggregate/Soil Test Report

Report No: MAT/LNS13/16789

Issue No: 1

Client: PARDEE HOMES  
650 WHITE DR #100  
LAS VEGAS  
NV 89119  
Project: 11360-LVR6  
INSPIRADA VILLAGE 3, POD 3

AASHTO  
M 270-11  
Date of Issue: 8/16/2013  
Approved Signatory: Linda Coulter

### Sample Details

Sample ID: LNS13/16789  
Field Sample ID:  
Date Sampled: 08/09/2013  
Source:  
Material: Geo  
Specification: Generic Sieve  
Sampling Method:  
Location: B-9 @ 0' - 2'

### Particle Size Distribution

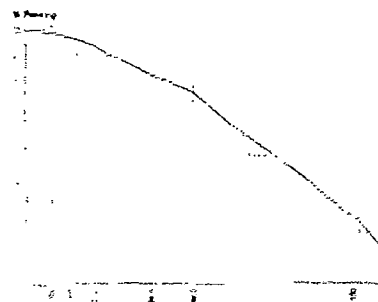
Method: ASTM C 136 - 06, ASTM C 117 - 04  
Drying by:

Sieve Size	% Passing	Limits
1 1/2 in (37.5mm)	100	
1 in (25.0mm)	99	
3/4 in (19.0mm)	97	
1/2 in (12.5mm)	94	
3/8 in (9.5mm)	90	
No. 4 (4.75mm)	82	
No. 8 (2.36mm)	75	
No. 16 (1.18mm)	61	
No. 30 (600µm)	50	
No. 50 (300µm)	38	
No. 100 (150µm)	26	
No. 200 (75µm)	12	

### Other Test Results

Description	Method	Result	Limits
Group Symbol	ASTM D 2487 - 06	SP-SM	
Group Name	Well-graded sand with sil. and gravel		
Section No. (%)		0.00	
Water Soluble Sulfate SO <sub>4</sub> (%)		0.00	
Water Soluble Sodium Sulfate Na <sub>2</sub> SO <sub>4</sub> (%)		0.00	
Liquid Limit	ASTM D 4318 - 05	N/A	
Method	Method B		
Plastic Limit		NP	
Plasticity Index		NP	
Sample history			
Moisture retained on #200 µm (No. 200 µm)		0.0	
Swell (%)		0.1	

### Chart



### Comments

N/A

## **APPENDIX D**

**DIRECT000594**

## **HOMEOWNER MAINTENANCE CRITERIA (Continued)**

Generally after flatwork construction is completed, landscape irrigation begins, utility lines are pressurized, and drainage systems are utilized presenting the potential for water to enter the dry subgrade soils and causing the soil to expand. Recommendations for exterior concrete flatwork design and construction can be provided upon request.

If, in the future, any additional improvements are planned for the site, recommendations concerning the geological or geotechnical aspects of design and construction of said improvements could be provided upon request, please contact a representative of GeoTek Residential LLC at (702) 897-1424 for appropriate geotechnical consultation. All trench excavations should be observed by a representative of this office. Trench spoil and any excess soils generated from trench excavations should be compacted to a minimum relative compaction of 90 percent if not removed from the site. This office should be notified in advance of any fill placement, grading, or trench backfilling after rough grading has been completed. This includes any grading, utility trench and retaining wall backfills.

### **Soil Corrosion**

Chemical testing was performed on soils representative of this project. Based on our experience in the area, the soil contains concentrations of water-soluble sulfates to be categorized as "severe" as defined by the International Building Code (IBC) Section 1904 and American Concrete Institute (ACI) Building Code Requirements for Structural Concrete (ACI 318). We recommend the use of sulfate resistant concrete (Type V cement with a minimum compressive strength (f'c) of 4500 psi and a maximum water-cementitious materials ratio of 0.45) for all concrete mixtures in contact with soil. All concrete should be designed, mixed, placed, finished, and cured in accordance with guidelines presented by the Portland Cement Association (PCA), the American Concrete Institute (ACI), and the International Building Code (IBC).

## **SOUTHERN NEVADA WATER AUTHORITY WATERING SCHEDULE**

All Southern Nevada water customers are assigned mandatory water groups. While in the summer, water customers may irrigate landscapes any day of the week, sprinkler irrigation is limited to assigned days during the other seasons.

In the spring and fall, sprinkler irrigation is allowed on three assigned days per week. In the winter, sprinkler irrigation is limited to one assigned day per week. Drip irrigation is allowed any day of the week as long as the frequency does not exceed three days a week in the spring and fall, and one day a week in the winter. Your watering group can be found on your water bill.

<b>WATERING GROUP</b>	<b>WINTER (NOVEMBER - FEBRUARY)</b>	<b>SPRING / FALL (MARCH - APRIL / SEPTEMBER - OCTOBER)</b>	<b>SUMMER (MAY - AUGUST)</b>
A	Monday	Monday, Wednesday, Friday	Any Day
B	Tuesday	Tuesday, Thursday, Saturday	Any Day
C	Wednesday	Monday, Wednesday, Friday	Any Day
D	Thursday	Tuesday, Thursday, Saturday	Any Day
E	Friday	Monday, Wednesday, Friday	Any Day
F	Saturday	Tuesday, Thursday, Saturday	Any Day

## **APPENDIX B**

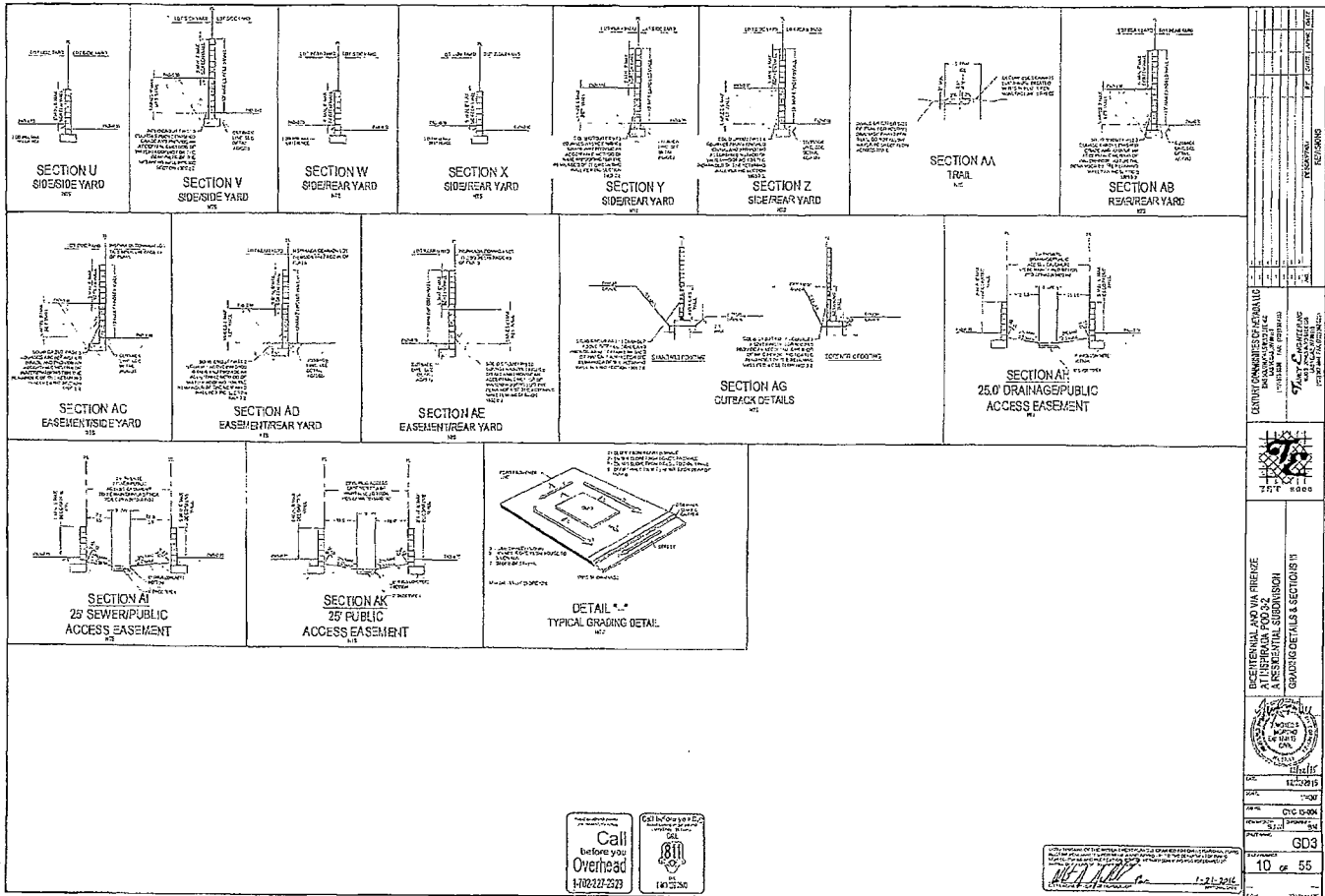
### **1. Civil Engineering Plan**











DIRECT000601

# INSPIRADA



**DIRECT000602**

**Michael Payne**

**1035 Thornfield lane, Las Vegas, Nevada 89123**

**Curriculum Vitae Prepared for:**

**Direct Grading and Paving**

**2222 W. Cheyenne Avenue**

**North Las Vegas, Nevada 89106**

**January 2019**

**Earthwork Experience:** During 26 years he has resided in Las Vegas Mr. Payne has worked in the Geotechnical field designing, conducting, and managing large and small earthwork projects. He was a project manager during the watershed expansion of the Las Vegas Valley overseeing earthwork projects that converted every type of terrain and geotechnical environment common to the Las Vegas Valley into commercial and residential developments. While working for GeoSoils, forerunner of GeoTek, Mr Payne designed and managed the development of virgin parcels south of Saint Rose Parkway, then Lake Mead Drive. Throughout his tenure in the Las Vegas area he has facilitated the development/redevelopment of over 12,000 acres.

**Education:** Bachelor of Science, Geophysics; Texas Tech University, Lubbock, Texas; December, 1984.

University of Texas, Austin, Petroleum Engineering Certificate, 1986 (one of 47 ever given),

Graduate Studies in Geo-Sciences and Education; University of Nevada Las Vegas, 2009 through 2014.

**Professional Registrations:** Certified Environmental Manager, Nevada 1993.

**EXPERIENCE:**

December 2018 through present: Independent Consulting for Selected Clients. Expert testimony and forensic work on a variety of development projects in Nevada and Nebraska. Projects include the assessment of mining claims from feasibility through development.

**Results:** Projects continue to development, other ongoing projects cannot be discussed until issues are resolved.

January 2015 to December 2018 Principal, DLC Consulting, Las Vegas, Nevada  
**Responsibilities:** Performing geotechnical and general geologic evaluations and assessments of proposed real-estate development projects and mining projects in Nevada, California, Utah, and Arizona. Also collected data and submitted development reports for distressed properties and structures with specific geotechnical concerns,

**Results:** Issues resolved on all sites and action taken based on data and recommendations contained in geotechnical assessment reports.

October 2011 to January 2015 Principal, Novus VI, Las Vegas, Nevada

**Responsibilities:** Worked on geotechnical/geologic development and feasibility assessments for renewable energy projects in Las Vegas, Paraguay, Costa Rica, and Central African Republic. Provided engineering and soils assessment for as well as access and operation development consulting. Managed the exploration and development of a new mine in Nevada including mapping,

**Responsibilities:** Full-Time Principal; Provide technical direction for redevelopment of environmentally distressed properties. Designed and managed remediation projects for reclamation of distressed properties. Identified and solved complex geologic and contaminant problems in projects with structural and infrastructure restrictions. Integrated construction needs with regulatory requirements to facilitate development through effective geotechnical and civil design. QC/QA for site operations, data collection, and entity reporting necessary for site development. Responsible for developing workplans/budgets/timelines for projects as well as training staff.

**Results:** Bringing sites with soils and groundwater issues to closure within defined timelines and projected costs, mitigated offsite liabilities. First company to redevelop contaminated commercial site to residential development. September 11, 2001 ended contract with out of state client.

April 2000 to June 2001: Grading Senior Project Manager, Terracon, Las Vegas, Nevada: 9377 Polaris Road, Las Vegas, Nevada. Supervisor:

**Responsibilities:** Full-Time Manager; Managing Managed QA/QC programs and technicians for all aspects of earthwork inspection – ICBO and Clark County. Oversaw final grading report production and submission of technical data to the Clark County Building Department.

**Results:** Removed Terracon from probation list for Clark County Earthwork inspectors.

March 1994-April 1999, Project Manager, GeoSoils/GeoTek, 6350 Escondido Road, Las Vegas, Nevada: Supervisor:

**Responsibilities:** Managed projects ranging from single family residences to large-scale residential, commercial, and infrastructure development. Managed many projects from Environmental Phase I analyses through construction; provided technical solutions for complex earthwork problems for large import projects with multiple sources. Work with contractors to reduce development costs. Managed Clark County QA/QC systems for all aspects of inspection and reporting necessary for Certificate Of Occupancy (CofO) on projects structures. Responsible for developing workplans, budgets/timelines for projects as well as training staff.

**Results:** Reduced development cost for client and contractor through import and earthwork changes, increased market share, instrumental in changes to City of Henderson Expansive materials utility backfill requirements. First to use onsite import as Type I. "Best project manager in the company" Tim Metcalfe- Managing Partner, GeoTek.

March 1993- March 1994 Nevada Groundwater Incorporated; 1035 Thornfield Lane, Las Vegas, Nevada: .

**Responsibilities:** Designed and managed environmental redevelopment projects for large residential and medium sized commercial developments. Provide clients with effective, cost effective options from investigation through construction by working with contractors to create and implement proposed engineering options. Worked with GeoSoils to facilitate the development of environmentally difficult projects for single family development.

**Results:** Recognized by clients and contractors for providing quality solutions which are timely and cost effective. Absorbed by GeoSoils in March 1995.

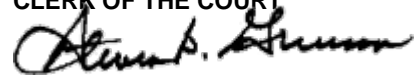
February, 2019

DLC Consulting BILLING SCHEDULE:

Michael Payne, Principal Scientist

Data acquisition:	\$100/hour
Data Review/Reduction:	\$145/hour
Report Production	\$145/hour
Testimony	\$245/hour*

\*Preparation for appearance/deposition at same rate



# EXHIBIT 2

**DIRECT000606**

Mel Westwood - 11/19/2018  
Direct Grading & Paving, LLC vs. Century Communities of Nevada, LLC, et al.

1 A P P E A R A N C E S:

2 For Plaintiff Direct Grading & Paving, LLC

3 RUSSELL G. GUBLER, ESQ.

Johnson & Gubler, P.C.

4 8831 West Sahara Avenue

Las Vegas, Nevada 89117

5 Email: rgubler@mjohnsonlaw.com

6

For Century Communities of Nevada, LLC

7

OLIVER J. PANCHERI, ESQ.

8 Santoro Whitmire

10100 West Charleston Boulevard, Suite 250

9 Las Vegas, Nevada 89135

Email: opancheri@santoronevada.com

10

11

12 ALSO PRESENT: CHRISTOPHER BAUGH - VIDEOGRAPHER

13

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**Mel Westwood - 11/19/2018**  
**Direct Grading & Paving, LLC vs. Century Communities of Nevada, LLC, et al.**

1	EXHIBIT	DESCRIPTION	PAGE
2			
3	34	12/11/15 email	82
4	35	2/1/18 email from scottpro53@hotmail.com	85
5	36	Email from Bruce Jorgensen	86
6	37 and 38	Email from Bruce Jorgensen and January 2017 emails between Scott Prokopchuk and Mel Westwood	87
7			
8	39	Order Granting in Part and Denying in Part Motion to Compel Discovery Responses	91
9			
10	40	Response to Century Communities of Nevada, LLC's Second Set of Requests for Production of Documents	94
11			
12	41	Email from Russell Gubler to Donald Williams	101
13			
14	42	DGP0001362 through DGP0001373	113
15	43 through 49	Load log sheets	130
16	50 and 51	Load log sheets	142
17	52 and 53	WERDCO000227 through WERDCO000228 and DIRECTTRUCK008690 through DIRECTTRUCK008692	143
18			
19	54	DGP000947 through DGP000950	167
20	55	Load logs and forms from Scott Prokopchuk	169
21			
22			
23		INFORMATION TO BE SUPPLIED PAGE LINE	
24		145 5	
25			

Mel Westwood - 11/19/2018  
Direct Grading & Paving, LLC vs. Century Communities of Nevada, LLC, et al.

1 (Witness sworn.)

2 MEL WESTWOOD,

3 having been first duly sworn, was examined and  
4 testified as follows:

5 EXAMINATION

6 BY MR. PANCHERI:

7 Q. All right. Mr. Westwood, we've met before. My  
8 name is Oliver Pancheri. I am an attorney for Century  
9 Communities. I, along with Nick Santoro, represent  
10 Century in this action as well as in the action that's  
11 filed in -- in state court.

12 Do you understand that?

13 A. Yes.

14 Q. And you're represented by counsel today?

15 A. Yes.

16 Q. And that's Mr. Gubler?

17 A. Yes.

18 Q. And you just took an oath. It's the same oath  
19 that you'd take -- you'd take in a court of law. The  
20 penalty of perjury attaches. So the number one  
21 instruction to you here today is to tell the truth.

22 Does that make sense?

23 A. Yes.

24 Q. Now, just a few admonitions before we get into  
25 the deposition.

Mel Westwood - 11/19/2018  
Direct Grading & Paving, LLC vs. Century Communities of Nevada, LLC, et al.

1           Q.    Right.  I'm just referring to internal meetings  
2   that Direct had regarding budgeting.  Did Mr. Prokopchuk  
3   attend those?

4           A.    No.

5           Q.    Did Mr. Prokopchuk have a Direct Grading email?

6           A.    No.

7           Q.    At some point did he get the email  
8   scott@directgrading.com?

9           A.    I believe after he left Century, he received an  
10   email for scott@directgrading, but I don't think it was  
11   ever utilized.

12          Q.    And what were the circumstances under which he  
13   got that email address?

14          A.    We already had an account with Office 365, and  
15   so it was easier to add him to that account.

16          Q.    Why were you adding him to the account, though?

17          A.    He was doing work for another company.

18          Q.    What company was he doing work for?

19          A.    DGP Holdings.

20          Q.    Is that another company that you own?

21          A.    That's correct.

22          Q.    And what does DGP Holdings do?

23          A.    They are a asset holding company, and they also  
24   have project coordination stuff, I guess you'd say.

25          Q.    And what does Mr. Prokopchuk do for DGP

1     that conversation with her; correct?

2           **A.     Yes.**

3           Q.     Okay.  So my question, again, is -- so if you  
4     had pulled the BLM documents, you asked her why she did  
5     that, did you ever ask her why she was signing  
6     paragraph -- or the declaration with paragraph 4 in it if  
7     paragraph 4 was not correct?

8           **A.     I believe -- I believe that Linda was referring**  
9     **to -- that the moneys paid to the BLM did not match**  
10    **invoice billing to Century Communities.  I believe that's**  
11    **where the difference was at.**

12          Q.     Okay.  Now, do you recall Ms. Middleton's  
13    testimony that she said that she told you that -- within  
14    a couple of days after she altered the documents, that  
15    she had altered the documents?

16          **A.     I remember her saying that, yes.**

17          Q.     Okay.  Do you disagree with that testimony?

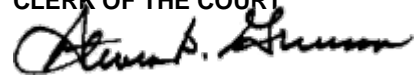
18          **A.     Yes.**

19          Q.     And why do you disagree with it?

20          **A.     I did not know about that altered document until**  
21    **it was brought to me by Matt and Russ's attention.**

22          Q.     Okay.  Do you know if she told anyone else at  
23    Direct about this prior to that time, prior to it being  
24    brought to your attention by Matt and Russ?

25          **A.     Not that I am aware of, no.**



# EXHIBIT 3

**DIRECT000612**

Linda Middleton - 11/14/2018  
Direct Grading & Paving, LLC vs. Century Communities of Nevada, LLC, et al.

1    A P P E A R A N C E S:

2    For Plaintiff Direct Grading & Paving, LLC

3            RUSSELL GUBLER, ESQ.  
4            Johnson Gubler, P.C.  
5            8831 West Sahara Avenue  
6            Las Vegas, Nevada 89117  
7            Email: rgubler@mjohnsonlaw.com

8    For Century Communities of Nevada, LLC

9            OLIVER J. PANCHERI, ESQ.  
10           Santoro Whitmire  
11           10100 West Charleston Boulevard, Suite 250  
12           Las Vegas, Nevada 89135  
13           Email: opancheri@santoronevada.com

14

15

16

17    ALSO PRESENT:    CHRISTOPHER BAUGH - VIDEOGRAPHER

18

19            MEL WESTWOOD

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1 P R O C E E D I N G S

2 THE VIDEOGRAPHER: Good morning. Today is  
3 November 14th, 2018. The time is approximately  
4 10:04 a.m. This begins the video deposition of Linda  
5 Middleton. We are located at Santoro Whitmire, 10100  
6 West Charleston Boulevard, Suite 250, Las Vegas, Nevada  
7 89135.

8 My name is Christopher Baugh, court videographer  
9 with Las Vegas Legal Video. This is the private  
10 arbitration before Donald Williams, Esquire, in the  
11 matter of Direct Grading & Paving, LLC, versus Century  
12 Communities of Nevada, LLC, et al. and all related  
13 matters. This video deposition has been requested by  
14 attorneys for the respondent/counterclaimant.

15 Will counsel and all present please state your  
16 appearances for the record.

17 MR. PANCHERI: Oliver Pancheri for Century  
18 Communities.

19 MR. GUBLER: Russ Gubler for Direct Grading &  
20 Paving.

21 MR. WESTWOOD: Mel Westwood, Direct Grading &  
22 Paving.

23 THE VIDEOGRAPHER: The deponent may now be sworn  
24 in by Lori Landers with Depo International.

25 (Witness sworn.)

1 counsel for Direct in this case?

2 **A. I have no knowledge of what was provided. I'm**  
3 **not sure, no.**

4 Q. Do you know when -- there was an IT provider,  
5 Holo, that came out and did some imaging of some  
6 computers at Direct. Do you know if they also imaged  
7 your telephone?

8 **A. They did, I believe, yes.**

9 Q. Okay. Now, is it your testimony that during the  
10 last couple of years the only computer you've utilized in  
11 connection with your work at Direct is your own personal  
12 computer?

13 MR. GUBLER: Objection. Misstates testimony.

14 **A. Well, it's the work computer.**

15 Q. Yeah. So let me ask it this way: So is it your  
16 testimony that the only computer you've utilized during  
17 the last couple years at Direct has been that particular  
18 desktop that you mentioned earlier?

19 **A. Yes.**

20 Q. Okay. Do you know, does Direct have a server  
21 on-site?

22 **A. They did when I first showed -- when I first**  
23 **came, yes.**

24 Q. And it was a physical server that was actually  
25 on-site?

1 my -- all the information, and I thought, perhaps, at  
2 first that I was missing a BLM document because they  
3 didn't tie, but I went ahead and sent them out and  
4 changed the document to make them tie because I know that  
5 the truck tickets were the accurate documents.

6 Q. Okay. Did you understand that that's what  
7 Mr. Westwood was directing you to do?

8 A. He didn't direct me to change anything. He just  
9 tried to tell me to gather all the information up and  
10 make sure I got it to the lawyer's office.

11 Q. Okay. But he also told you to make sure that  
12 the numbers would match?

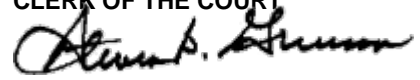
13 A. To make sure they -- just make sure they tied  
14 out.

15 Q. And is this accurate, though, that he told  
16 you -- this is looking at paragraph 3 of the declaration,  
17 that he asked you to make sure that the numbers matched  
18 before sending them to Direct's counsel?

19 A. I just tried to make them balanced. That's what  
20 I did.

21 Q. So my question, though, is is this accurate,  
22 that Mr. Westwood told you to make sure the numbers  
23 matched before sending them to Direct's counsel?

24 A. Well, he did tell me to make sure they balanced.  
25 That's what he told me.



# EXHIBIT 4

**DIRECT000617**

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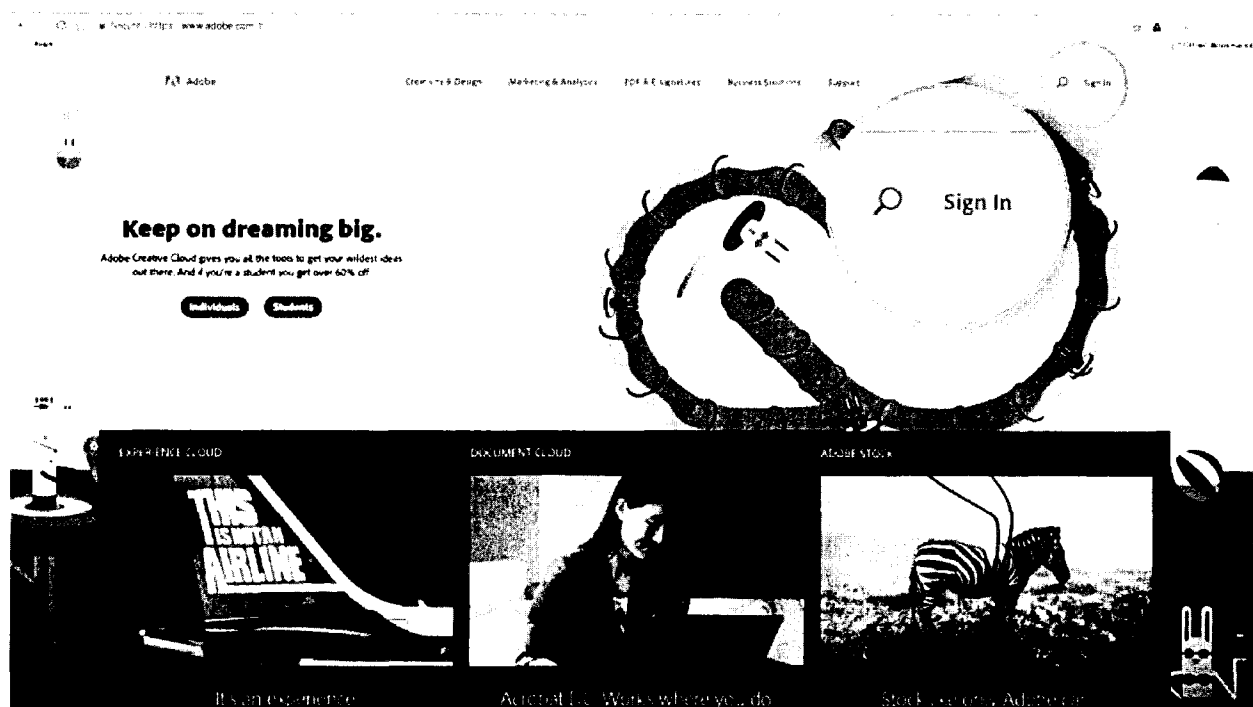
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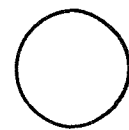
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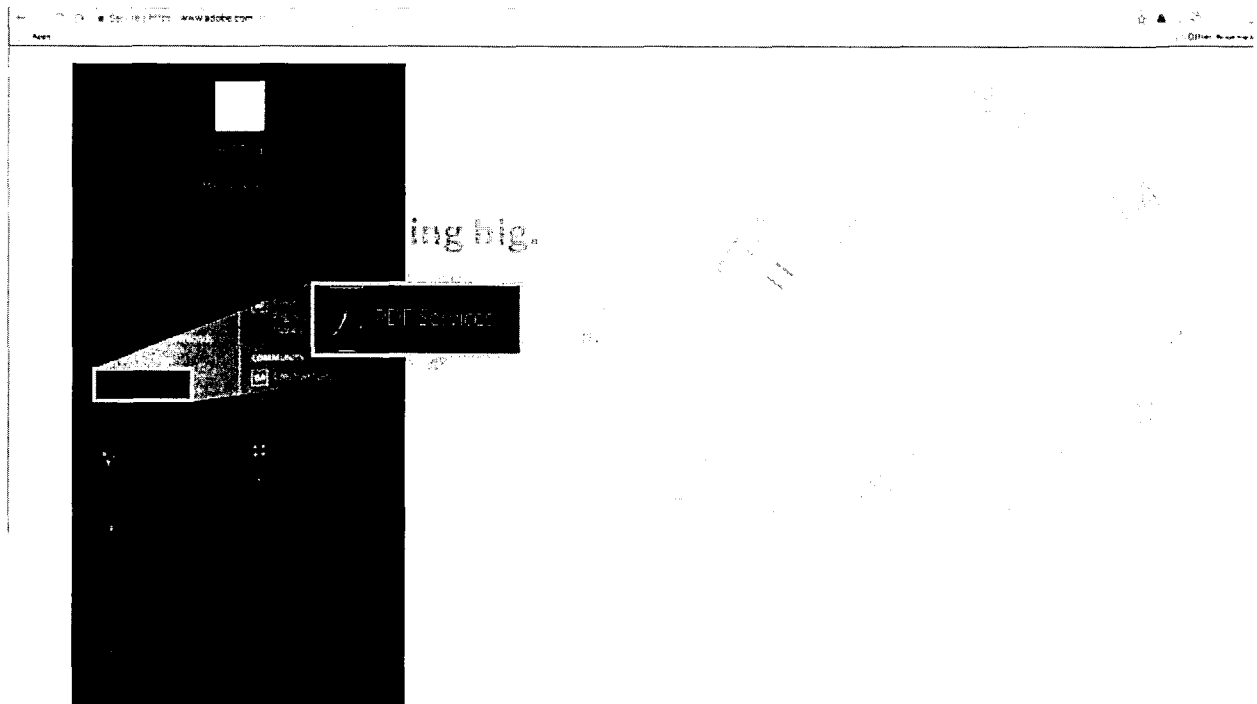


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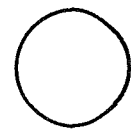
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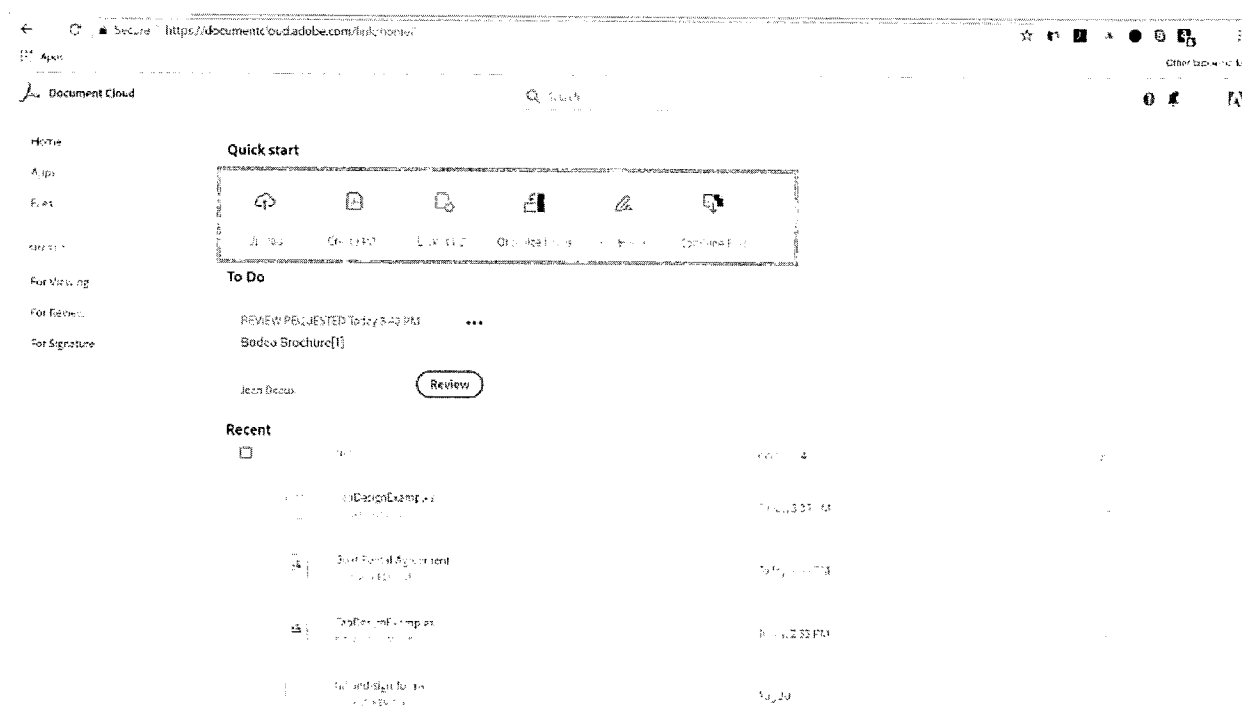




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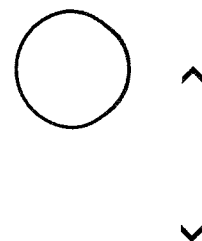
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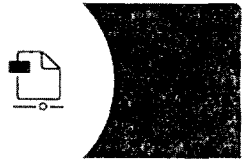


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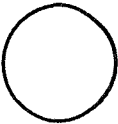
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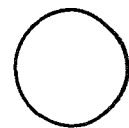
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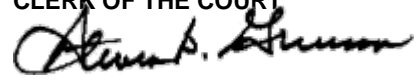
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# EXHIBIT 5

**DIRECT000624**

1 PRIVATE ARBITRATION BEFORE  
2 DONALD WILLIAMS, ESQ., ARBITRATOR  
3 DIRECT GRADING & PAVING, LLC, )  
4 a Nevada limited liability )  
5 company, )  
6 Claimant, )  
7 vs. )  
8 CENTURY COMMUNITIES OF )  
9 NEVADA, LLC, a Delaware )  
10 limited liability company; )  
11 DOES I through X; and ROE )  
12 CORPORATIONS I through X, )  
13 inclusive, )  
14 Respondent. )  
15 )  
16 CENTURY COMMUNITIES OF )  
17 NEVADA, LLC, a Delaware )  
18 limited liability company, )  
19 Counter-Claimant, )  
20 vs. )  
21 DIRECT GRADING & PAVING, LLC, )  
22 a Nevada limited liability )  
23 company; DOES I through X; )  
24 and ROE CORPORATIONS I )  
25 through X, inclusive, )  
Counter-Respondent. )  
)

17 Deposition of: Joseph Morgan  
18 Date: Tuesday, November 20, 2018  
19 Time: 2:03 p.m.  
20 Place: Mohave County Superior  
21 Courthouse  
22 2225 Trane Road  
23 Bullhead City, Arizona

23 Reported by: Diane S. Fayette, RPR, CRR  
24 Arizona Certified Court Reporter No.  
25 50037 and California Certified Court  
Reporter No. 6390

## A P P E A R A N C E S

For Claimant/Counter-Respondent Direct Grading &  
Paving, LLC:

Russell G. Gubler, Esq.

(Appearing via telephone)

JOHNSON & GUBLER, P.C

8831 West Sahara Avenue

Las Vegas, Nevada 89117

(702) 471-0065

rgubler@mjohnsonlaw.com

For Respondent/Counter-Claimant Century Communities  
of Nevada, LLC:

Oliver J. Pancheri, Esq.

(Appearing via telephone)

SANTORO WHITMIRE

10100 West Charleston Boulevard, Suite 250

Las Vegas, Nevada 89135

(702) 948-8771

opancheri@santoronevada.com

1 Pursuant to Notice the deposition of Joseph  
2 Morgan, called by Respondent/Counter-Claimant Century  
3 Communities of Nevada, LLC, was taken on Tuesday,  
4 November 20, 2018, at 2:03 p.m., at Mohave County  
5 Superior Courthouse, 2225 Trane Road, Bullhead City,  
6 Arizona, before Diane S. Fayette, a Registered  
7 Professional Reporter, Certified Realtime Reporter,  
8 Certified Court Reporter in Arizona, and Certified Court  
9 Reporter in California.

10  
11  
12 I N D E X

13		
14	Witness:	Page
15	JOSEPH MORGAN	
16	Examination by Mr. Pancheri	4
17		
18		
19		

20 E X H I B I T S

21	Exhibit 56	Email chain with attachments	4/48
22	Exhibit 57	Emails	4/50
23	Exhibit 58	Emails	4/51
24			
25			

1 BULLHEAD CITY, ARIZONA

2 NOVEMBER 20, 2018

3 2:03 P.M.

4 \* \* \* \*

5 (Exhibits Number 56, 57, and 58 were premarked  
6 for identification.)

7

8 JOSPEH MORGAN,

9 called as a witness on behalf of Respondent/

10 Counter-Claimant Century Communities of Nevada, LLC,

11 being first duly sworn by the Court Reporter, was

12 examined and testified as follows:

13 THE WITNESS: Yes.

14

15 EXAMINATION

16 BY MR. PANCHERI:

17 Q. All right. So, Mr. Morgan, why don't you  
18 state and spell your name for the record, please.

19 A. Joseph Bryan Morgan, J-o-s-e-p-h, B-r-y-a-n,  
20 M-o-r-g-a-n.

21 Q. Mr. Morgan, my name is Oliver Pancheri. I  
22 represent Century Communities in a dispute that's  
23 pending with Direct Grading and Mr. Mel Westwood.  
24 Ms. Linda Middleton is a party as well. And this is the  
25 time for your deposition.

1 screen and it says, "Do you want to upgrade?" and then  
2 if you click "okay," it will start upgrading your  
3 machine, and I think they did that once or twice, and I  
4 had to go backwards because they were like, "Whoa,  
5 what's this? I don't like this." So I can't  
6 remember --

7 Q. Okay.

8 A. -- if it ended at Windows 10, if they finally  
9 went with it, or if they're still on 7. I really -- I  
10 can't remember.

11 Q. Do you recall when -- so Windows 10 is an  
12 operating system --

13 A. Yeah.

14 Q. -- correct?

15 A. Yes.

16 Q. And Windows 7 is an operating system as  
17 well?

18 A. Yeah.

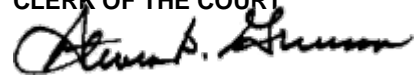
19 Q. Okay. And do you know -- would you happen to  
20 know what operating system was originally on Linda  
21 Middleton's computer?

22 A. I think it was 7.

23 Q. So it came with Windows 7?

24 A. Yeah.

25 Q. And it's your testimony that you think that --



# EXHIBIT 6

**DIRECT000630**

## **AFFIDAVIT OF SCOTT PROKOPCHUK**

I, Scott Prokopchuk, being duly sworn, state as follows:

1. I am over 18 years of age and have knowledge of the statements made herein, except for those statements made on information and belief, which I believe to be true.

2. In or about April, 2014, I became an employee of Century Communities when Century Communities acquired the assets of Dunhill Homes.

3. While an employee at Century Communities, I was the Manager of Land Development. As the Manager of Land Development, I oversaw the completion of the projects and reported to upper management at Century Communities, including Don Boettcher and Rick Barron.

4. Century Communities is a land developer and builder of residential homes in the Las Vegas valley.

5. When Century Communities was interested in developing a parcel of land for residential homes, I would typically obtain pricing from Subcontractors, discuss the pricing with upper management, including Don Boettcher and Rick Barron, and compare the pricing against the budget with the upper management, who then authorized me to process a contract with various Subcontractors. Ultimately, I would sign on a contract as to content and Don Boettcher or Rick Barron would execute a contract. I did not have authority to execute a contract. There may or may not have been competitive bids. I was very rarely asked by Century Communities to acquire competitive bids. Las Vegas was just recovering from a recession, and there were not many qualified contractors that could perform the work. Most Builders created established relationships with Subcontractors, so they would always have someone they could count on to be there on a timely basis, as well as hold their prices. Upper management's major concern was to stay within Century Communities budget. Often, I would be authorized to process a contract without getting a secondary bid, with the approval of the upper management. The project contracts were always approved as a group. I could not approve or execute a contract alone.

6. If change orders for a project were necessary, again, everything was discussed with upper management before it was even processed. Century Communities had many checks and balances in place for approval of any phase of its projects. The Subcontractor's would submit a proposed change order, after which, I would process a work agreement and have the Subcontractor sign. Ultimately, Don or Rick would need to approve any payment to a Subcontractor and the payment would be submitted to accounting for check processing.

7. Change orders had a different protocol than original contracts. I would obtain pricing, and obtain approval from upper management, including Don or Rick, for a Subcontractor to continue working on a project. If a change order was necessary, calls were made to Don or Rick. All change orders were discussed with one or both of them. The industry standard for Century was to keep the Subcontractor on the project and to allow the work in the

field to continue so as to be completed as soon as possible. Century Communities did not want a subcontractor to stop working.

8. This protocol for original contracts and change orders was followed with Direct Grading as well, who was a Subcontractor that Century and its predecessors had used for many years.

9. With respect to the Inspirada Project, Century Communities was in a rush to obtain material because it was losing time on this project. Rick Barron wanted 2,000 cubic yards a day and 10,000 cubic yards a week, on average. Century was trying to have the project completed timely and within budget. Direct helped to keep the project within budget by hauling in dirt at cost. After the first week, a price was determined on the amount it cost to haul the materials. Direct Grading did not mark up the price from the BLM, and Direct Grading communicated that cost to Century Communities. Century Communities did not know how much material it needed from the BLM property ultimately, because of the shrinkage factor. Nevertheless, the contract between Direct and the BLM was never a concern to Century Communities. Century Communities was very anxious to obtain the materials, and Century Communities would keep in-house logs and spreadsheets on the amount of dirt coming into the Inspirada property.

10. Change orders were handled on a weekly basis for the Inspirada project. Direct Grading would submit truck tickets and loader logs to Century Communities each week. After discussing the change order with Don or Rick, I would process a change order for the change order request. Century Communities required Direct Grading to submit back up before a change order could be processed. The change order draw schedule was itemized and would reference truck tickets and other back up. I held continuous meetings with upper management discussing these items. Direct Grading would sign the change order, after which I would process the approval, upon obtained approval from upper management, including Don or Rick. At least once a week, I would verify that the work had been completed, discuss the project with Don or Rick, process a change order, and submit it to Direct Grading. I did not have authority to approve, sign off or prepare a check. All I would verify was that the work had been completed. I am unaware of any fraudulent BLM invoicing. No checks were issued unless it was verified and approved by Don or Rick. The final check issuance approval process at Century required approval by Accounting and upper management.

11. Other than materials from the BLM, Direct excavated, loaded, and hauled approximately 40,000 yards, which Rick Barron had procured from KB Homes. However, this material was predominately rock. Additionally, Direct Grading hauled material from Rhodes Ranch for a few days. Ultimately, this material was determined to be more expensive because of the distance, and Century Communities determined that it preferred to have the material hauled from the BLM property.

12. In general, I held weekly schedule meetings. However, no matter the project or who was in charge, the schedules for all projects changed continuously. Many of the delays for projects were caused by required entitlements and permit approvals. Every Subcontractor had delays. Direct would do everything they could do to keep projects on track. Direct would work

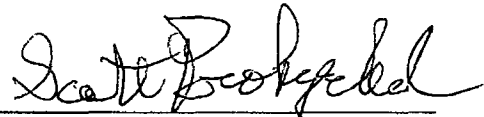
overtime and on weekends to help projects meet schedule requirements. Very rarely did other Subcontractors work overtime. If they did, they would charge time and a half, and require a change order issuance, I am not aware that Direct ever submitted change orders requests for working overtime or on weekends.

13. In or about January 2016, I began to perform consulting work for DGP Holdings, related to an element industrial park. I was not an employee of Direct Grading. However, so that I would not receive a 1099 tax form, I was paid through Direct Grading. I do not believe that I had a conflict of interest in working for DGP Holdings or receiving a payment from Direct Grading because I was working on an element industrial park, which had nothing to do with developing residential properties or anything remotely related to Century Communities. Further, I do not believe the work performed for the element industrial park affected, in any manner, my decision making for Century. Again, Century had multiple checks and balances that had to be approved by upper management, including Rick Barron or Don Boettcher. If anything, I demanded more from Direct Grading than other Subcontractors.

14. I never held an office at Direct Grading's place of business. If I was visiting, I would use someone else's office space, where I could plug in my laptop. I was never issued a cell phone by Direct Grading. I do not recall ever using the email "[PD@directgrading.com](mailto:PD@directgrading.com)". I further do not recall ever corresponding with Tim Wyatt about a desk at Direct Grading's place of business. I never attended budgeting meetings for Direct Grading. I may have attended a few internal scheduling meetings for Century projects, but I never attended them for other home builder's projects at Direct Grading.

Further, Affiant Saith Naught.

Dated this STH day of July, 2019.

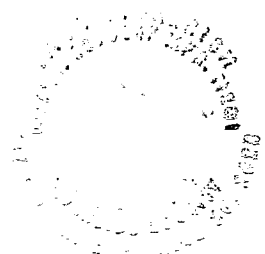
  
Scott Prokopchuk

SUBSCRIBED and SWORN to before me  
This \_\_\_\_ of July, 2019.

Notary Public in and for  
Said State and County

SEE ATTACHED  
CERTIFICATE

7/5/2019



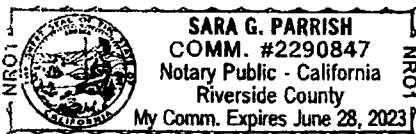
# California Jurat Loose Certificate

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

Subscribed and sworn to (or affirmed) before me on this 5TH day of JULY, 2019 by SCOTT DANIEL PROKOPCHUK proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



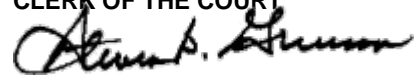
(Seal)

Signature Sara G. Parrish  
(Signature of Notary Public)

Document Title: AFFIDAVIT OF SCOTT PROKOPCHUK  
RE: CENTURY COMMUNITIES

**DIRECT000634**



A handwritten signature in black ink, appearing to read "Steven D. Grierson", is written over the printed name and title.

# EXHIBIT 7

**DIRECT000635**

A.	Project: FWY 40 Rough Grading	Owner/s:	Century Communities of Nevada, LLC.
B.	Scope of Work:	Exhibit A	
C.	Contract Amount/Schedule of Values/Draw Schedule:	Exhibit B	
D.	Material Schedule	Exhibit D	Applicable                      Not Applicable x
E.	Job Site Rules	Exhibit E	
F.	Subcontractor Contacts	Exhibit F	
G.	Contract Documents: All Work shall be in accordance with the following Contract Documents:		
	1. Civil Engineering Improvement Plans: TBD		
	2. Structural Engineering Plans: n/a		
	3. Dry Utility Provider Plan/s: n/a		
	4. Geo Technical Report/s: Geotechnical Evaluation for Rhodes Ranch Parcels 17, 20-3, 20-4 & 20-5 - Southeast Corner of Fort Apache & Windmill Lane, Clark County Nevada, by GeoTek Residential LLC, Project No. 10023-LV6 - dated 10-17-10.		
	5. MSA		
	6. PWA		
	7. Plans and Specifications		


PWA # RFWY1000-033

2. CONTRACTOR: CENTURY COMMUNITIES OF NEVADA, LLC.
3. LENDER:

- L. Subcontractor payment and performance bonds are (check one) ☐ required ☒ not required x
- M. No Other Agreements/Integration. This PWA and the documents incorporated by reference herein represent the entire agreement between the parties, and supersede all prior and contemporaneous agreements. This PWA may only be modified by mutual written agreement.

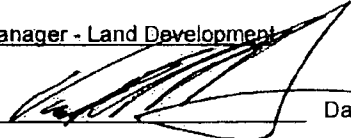
CONTRACTOR AND SUBCONTRACTOR CAREFULLY AND COMPLETELY READ THIS ENTIRE MASTER SUBCONTRACT AGREEMENT, UNDERSTAND THEIR RIGHTS AND OBLIGATIONS CONTAINED THEREIN, AND CERTIFY THAT THEY SIGN HAVING FULL AND COMPLETE AUTHORITY AFTER HAVING THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL.

CENTURY COMMUNITIES OF NEVADA, LLC.

By:  Date: 10/7/14

Printed Name: Scott Prokopchuk

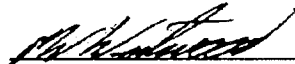
Its: Manager - Land Development

By:  Date: 10/7/14

Printed Name: Don Boettcher



Its: Division President

Direct Grading & Paving

By:  Date: 10-7-2014

Printed Name: Mel Westwood

Its: labor

Initials: Contractor  Subcontractor 


**DIRECT000637**

**Scope of Work**  
**Grading and Excavation**  
**Freeway 50 First 40 Acres by Century Communities**

The following is a general description of the work to be performed and methods to be used by Subcontractor. This is for clarification only and is not intended to be inclusive of all work to be performed under this Agreement. Any items not specifically described, which would normally be considered a part of this work, shall be so interpreted.

1. Subcontractor is responsible for calling in for line locations from local utility agencies. Any disturbance, disconnect or damage to any utility and/or irrigation lines caused by SUBCONTRACTOR shall be repaired or replaced by Subcontractor at Subcontractor's expense.
2. **This Contract Scope of Work is for the first 40 (forty) Acres of the overall 50 (fifty) acres.**
3. SUBCONTRACTOR shall schedule and be present for all inspections of SUBCONTRACTOR's work. SUBCONTRACTOR shall be liable for costs incurred for re-inspection of failed work.
4. Provide all barricades, trench plates, and required safeguards for pedestrian and/or vehicular traffic to insure that disruptions to such traffic are held to a minimum and coordinated with governing authorities.
5. Inspect existing survey control points, irons, stakes, swales, grading, benchmarks, property lines, etc. Any defects in existing work shall be immediately reported to the attention of the project manager.
6. Mass grade the entire project as identified on the approved grading plans, and subsequently finish grade the entire site to within the following specifications:
  - a. House pad grades - +/- 0.10 feet within design pad grade
  - b. Street grades -0.10 feet within design street sub-grade
  - c. Pads excavated 24 inches from finished blue top
7. Maintain pad grade and any deviations from pad grade shall be Subcontractor's responsibility to re-grade.
8. Use all legal and industry standard means necessary to grade the site to a completed and finished state suitable for other trades to continue the site development process. As per the plans, Subcontractor is to perform all grading functions including but not limited to:
  - a. Ripping, and/or rock hard-dig


Century Communities of Nevada LLC 

Direct Grading and Paving 


1 of 3

**DIRECT000638**

- b. Cut-backs for retaining walls
  - c. Import or export of material
  - d. Front setback cut-backs as directed by Century Communities Representative
9. Rock, caliche, ripping, and hard dig, is included as part of the contract total set forth in the Project Work Authorization included in this Agreement.
10. For character of soil, logs of borings, and general recommendations, refer to the soils report and any other related supplemental reports. A copy has been provided. Subcontractor is cautioned to make such independent investigations, as he deems necessary to satisfy himself as to all conditions, including subsurface conditions, under which he will perform the work.
11. All excavation material is considered unclassified material.
12. Any import material must be approved by the soils testing firm.
13. Filling, backfilling of retaining walls, excavation, over excavation and compaction if performed by SUBCONTRACTOR will be inspected by and shall be performed to meet the approval of the foundation and/or soils engineer. There will be no additional charges for work performed based on recommendations by the foundation and/or soils engineer.
14. Site grading involving construction of building pads and consisting of excavation and re-compaction of unsatisfactory soils and the already achieved final grade shall be performed in accordance with the soils report and as directed by the soils engineer. The excavation and re-compaction shall extend a minimum distance of five (5) feet beyond the furthest point of the slab, including driveways and block walls.
15. The foundation and/or soils engineer will advise the SUBCONTRACTOR on control of the moisture, limitation on use of various materials and methods of completion, all based on tests made during various stages of construction. If these tests indicate specified density is not being obtained, the material shall be re-compacted and retested. Costs of retesting shall be borne by the SUBCONTRACTOR.
16. OWNER shall pay for all testing and inspections of complete installation. The cost of all testing and inspections at material sources, and costs due to the retest of rejected work shall be borne by the SUBCONTRACTOR.
17. Keep excavations free from water until backfilling is complete. All water, including rainwater, encountered during the course of the excavation and substructure work shall be removed by the use of pumps, drains and other approved methods and delivered to an approved location.
18. Include all offsite and onsite sub-grade preparation and base material placement and compaction per the approved plans, specifications, soils reports and governmental agency requirements. All structural engineered fill requirements will be met as per soils report and approved by the soils engineer.

Century Communities of Nevada LLC 

2 of 3


Direct Grading and Paving 


**DIRECT000639**

19. Bring all areas to sub-grade, properly compacted, to pass in lieu of Type I and II, when possible, and to provide, place and compact Type II aggregate if necessary for curb, valley gutters and street areas. Valley gutters shall include hog-out.
20. SUBCONTRACTOR's work will be required to meet certification at completion of each individual phase of construction development. Certifications of horizontal and vertical elevations will be performed by Survey Engineers. Any corrective requirements will be corrected within 24 hours of notification.
21. Pumping areas – all areas identified to be “pumping”, will be over excavated, stabilized, and backfilled with compacted structural material at the direction of the soils engineer.
22. Erosion control – SUBCONTRACTOR shall take prudent action to protect the site against erosion and to repair any damage done to the site.
23. SUBCONTRACTOR shall use its best efforts for monitoring their portion of the Storm Water Pollution Prevention Plan to comply with Nevada EPA standards of the work area.
24. SUBCONTRACTOR is responsible for controlling dust conditions per Air Quality regulations as it pertains to its work. Any fines for non-compliance shall be the sole responsibility of the Subcontractor.
25. SUBCONTRACTOR shall make every effort possible to insure that the jobsite is constantly maintained in a safe and orderly condition.
26. SUBCONTRACTOR shall warranty all materials and workmanship for a minimum of one year (except where noted) from date of completion of work and/or for additional periods of time as required by governing agencies.
27. During the one-year SUBCONTRACTOR's warranty, Subcontractor has a period of 48 hours after notification by OWNER for response and corrective action. Subcontractor shall correct warranted work immediately.
28. Under no circumstances will any vehicle or equipment maintenance be permitted that could result in any type of oil spill or other contamination on the jobsite. Any contamination of the onsite area must be reported immediately to the proper authorities and handled in a proper manner.

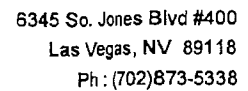
**This Project Work Authorization supersedes all prior proposals, Contracts, Change Orders, Purchase Orders, and Project Work Authorizations.**

Century Communities of Nevada LLC

  
3 of 3

Direct Grading and Paving 

**DIRECT000640**




**To:** Direct Grading & Paving  
2222 W. Cheyenne Avenue  
North Las Vegas, NV 89032

**Order #: RFWY1000-033**  
**Date: 10/7/2014**  
**Job: RFWY-1000 Freeway Property**

**Description:** FWY 40 Rough Grading

Total Contract Amount	Total Amt Invoiced	Total Amount Paid	Total Retainage	% Complete
\$1,210,170.57				

Job	Cost Code	Description	Amount	% Comp	Amt Invoiced	Balance To Draw	Completed
RFWY-1000	2-01-0100	mobilize	2,569.32			2,569.32	
RFWY-1000	2-01-0100	track out pads	517.37			517.37	
RFWY-1000	2-01-0100	normal excavation	100,193.55			100,193.55	
RFWY-1000	2-01-0100	over excavation	124,736.25			124,736.25	
RFWY-1000	2-01-0100	hard dig	867,793.68			867,793.68	
RFWY-1000	2-01-0100	pad finish	75,600.00			75,600.00	
RFWY-1000	2-01-0100	sub grade prep parking areas	38,760.40			38,760.40	


 Totals: 1,210,170.57  
 10/7/14  
 Century Communities of Nevada, LLC  
 Date  
 Work Completed  
 Date

0.00 1,210,170.57

*M. Waters* 10-7-2014

Direct Grading & Paving Date

## **Exhibit "E"** **Job Site Rules**

Attached to and made a part of the contract agreement is Century Communities "Job Site Rules".

Attached herein is a guideline for "Job Site Rules". These guidelines will be enforced by the project Superintendent.

It is the Trade's responsibility to read and adhere to those practices, which are applicable to their trade.

The following guidelines are to be adhered to at all times when on the Job site or within the boundaries of Century Communities property. Any infraction of these Rules could result in contract termination and/or cancellation from bidder list for future projects:

### **Project Access:**

1. Starting time is determined by Job Superintendent, Monday through Friday.
2. All Trades & their employees are to use the construction access location as designated by the Construction Manager.
3. Trade's employees working at any Century Communities Project must show proof of auto insurance to Security Guards or Project Manager upon demand while on job site. Any Trade or their employee not able to show insurance will not be allowed on the project.
4. Joy Riding is not to be permitted. Trades' employees are to report to the job site directly. It is the Trade's responsibility to direct their employees to the Job site.

### **Parking:**

1. Company vehicles are allowed near structure, for loading and unloading tools and material only.
2. All vehicles are to be parked away from structures so as not to interfere with access to same. No vehicle will be parked on or block a residents driveway or access. In the event we have too many vehicles parked in the streets, Trades' employees (non-essential vehicles) will be required to park at the construction access and carpool to job site.
3. Trades acknowledge that under no circumstance are any vehicles to be parked on the driveway. If Trade or any of his employees violate this rule and any damage occurs, including but not limited to oil stains, the Trade will be held liable for repair and/or replacement as required.

### **General:**

1. Consumption of Alcohol and/or Drugs **WILL NOT** be tolerated by anyone at the job site or within the project boundaries.
2. No Radios or tapes players of any kind including headset types are allowed on the project.
3. All accidents, no matter how minor, are to be reported to job superintendent.
4. Trades' employees should be ready and working at their starting time.
5. Standard Operating Procedure in an eight-hour shift is as follows:
6. Trades are responsible for the daily cleanup including employee's lunch trash. There shall be no eating in the Garages. A final and daily pickup time should begin 10 minutes before quitting time.
7. Trade understands that residents are living near the job site. No fighting or loud & abusive language will be tolerated.
8. No weapons are allowed on the job site or within the Project boundary. Your signature acknowledges that you have read, understand and agree to the terms and conditions of this exhibit.

### **SAFETY**

Trade shall provide a written safety program prior to beginning work at any Century Communities jobsite. Trade agrees to abide by any and all O.S.H.A. standards. Trade also agrees to attend all jobsite Safety Meetings to be held per Century Communities schedule. Trade further agrees to have a representative attend all weekly production meetings.

Century Communities 

Trade 

**DIRECT000642**

## BILLING PROCEDURES

### 1. BILLING CHECKLIST - The following items must be included in each payment request.

- a. Executed Draw Schedule provided by Century Communities. (A copy of the Draw Schedule with both Century Communities signature and Trade's signature from the original Project Work Authorization).
- b. Subcontractor's original invoice.
- c. Labor release signed by all of those who worked on the project. (No Copies).
- d. Conditional/unconditional material release from your suppliers. All Trades must use a Century Communities release form (see attached). If the release is conditional, all checks will be joint issued with the supplier until an unconditional release is provided. In the past, voucher companies have questioned releases because a fine black pen was used for the signatures. These signatures often resemble photocopies, which are not acceptable. To avoid delay in payment, please use a **blue ink pen** so that the originality of the signature is beyond question.


### 2. BILLING PROCEDURE - The following procedure must be followed to ensure proper payment.

- a. Executed Draw Schedule must be submitted with invoice and appropriate releases. ( A copy of the Draw Schedule with both Century Communities signature and Trade's signature from the original Project Work Authorization)
- b. All Billings/Change Orders must have Century Communities' Superintendent's signature and date as well as the Trade's signature on it prior to submission for payment. **SUPERINTENDENTS ARE NOT RESPONSIBLE FOR COORDINATING BILLING AND HAVE NO AUTHORITY TO AUTHORIZE WORK OR PAYMENT ON BEHALF OF CENTURY COMMUNITIES. THEY CAN ONLY ACKNOWLEDGE THAT WORK HAS BEEN COMPLETED.**
- c. Please bill retention separately upon completion of the work with unconditional releases attached. Retention is held up to thirty (30) days and is paid when approved by the Project Superintendent. Final approval for release of retention will be made by the Superintendent and Quality Control. Please staple your payment request documents together. This will help ensure that it will reach Century Communities accounting department intact. Submit paperwork to Century Communities at **6345 South Jones, Suite 400, Las Vegas, Nevada 89118.**
3. **Before processing a request for payment, the following items must be submitted to the Insurance Coordinator for Century Communities:**
  - a. A current Workers Compensation Certificate. (Must be original)
  - b. Proof of payment of Nevada Business Tax. (No faxes)
  - c. Proof of payment of State Unemployment Taxes. (No faxes)

## GENERAL INFORMATION

We process and file all information by property; therefore, it is necessary to note the address of each property (including lot/block and Phase) on all communication.

NOTE: All of the above must be satisfied. No payment will be made without the above information included in your payment request. There will be no exceptions. All releases and invoices must be originals (photocopies, carbons or faxes will not be accepted).

Century Communities 

Trade 

**DIRECT000643**

## PROPOSAL Rough

DATE: 4/28/2014  
 TO: Dunhill Homes  
 PLAN DATE: 3/21/2014  
 JOB NAME: Freeway 40  
 LOCATION: Muale & El Capitan



2222 W. Cheyenne Ave N. Las Vegas, NV 89032  
 Office: 702-636-5377 Fax: 702-636-5378  
 License # 0053234 Limit \$3,200,000.00

## DESCRIPTION:

MOBILIZE - ROUGH, TRACK OUT PADS, NORMAL EXCAVATION, OVER EXCAVATION, HARD DIG, PAD FINISH ( Residential ), SUB GRADE PREP PARKING AREAS

ITEM	DESCRIPTION	2-01-0100	QTY	UNIT	UNIT PRICE	TOTAL
R1	MOBILIZE - ROUGH		1	LS	\$ 2,569.32	\$ 2,569.32
R3	TRACK OUT PADS		1	EA	\$ 517.37	\$ 517.37
R6	NORMAL EXCAVATION		64,641	CY	\$ 1.55	\$ 100,193.55
R7	OVER EXCAVATION		80,475	CY	\$ 1.55	\$ 124,736.25
R8	HARD DIG		145,116	CY	\$ 5.98	\$ 867,793.68
R13	PAD FINISH ( Residential )		300	EA	\$ 252.00	\$ 75,600.00
R15	SUB GRADE PREP PARKING AREAS	✓	387,604	SF	\$ 0.10	\$ 38,760.40
Any additions to above quantities will be charged at unit price.						
Total Proposal:						\$ 1,210,170.57

## CONDITIONS

If Proposal is accepted, entire proposal including all conditions and exclusions must be made part of contract. Prices are based upon asphalt and fuel prices. Any increase in asphalt or fuel prices may necessitate a surcharge relative to increase. Direct Grading & Paving will not be responsible for utilities improperly marked or placed. No retention on excavation and grading. Retention on improvements is due 30 days after final billing. Payment shall be made as the work progresses in the amount equal to the value of work done, less the sum of any previous payments. The entire amount of the contract is to be paid within 30 days after completion. All materials are to be specified; no guarantee of material prices beyond 30 days. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above specifications. Owners are to carry necessary insurance. Our workers are fully covered by Workman's compensation Insurance.

## EXCLUSIONS

Engineering, testing, permits, barricades, flaggers, asphalt markings, and construction water. Security, if required, to be furnished by owner.

Acceptance of Proposal: The above prices specifications and conditions are satisfactory and are hereby accepted.

Direct Grading Paving is authorized to do the work as specified. Payments will be made outlined above.

**DON MAYHALL**

Direct Grading and Paving

(authorized signature)

Dunhill Homes

(authorized signature)

4/28/2014

Date

Date

DO CONTRACT TO  
 RFWY-1000

JDP  
 10/6/14

**DIRECT000644**

12-7-2014  
 NW

# DIRECT GRADING AND PAVING

3,750 <sup>100</sup>  
100-100  
100-100

PROJECT NAME:	FREEWAY 40 (ALL)
PROPOSAL SUBMITTED TO:	
PLAN DATE:	
PROJECT LOCATION:	
TYPE OF WORK	
BID DUE DATE	
SOILS: Y/N	
FILE NAME	64,641

ACREAGE: 1,890,814  
SUBSIDANCE:

Normal excavation	57,014	cut
Pad over-ex	975,000 <sup>975</sup>	SF
AC over-ex	387,404	SF

65,951	fill	15,940	bal	import	export
59,956 x 10%	depth		cut		
2'	depth		cut		

ROUGH GRADING PROPOSAL QUANTITY UNIT

FINISH GRADING PROPOSAL QUANTITY UNIT

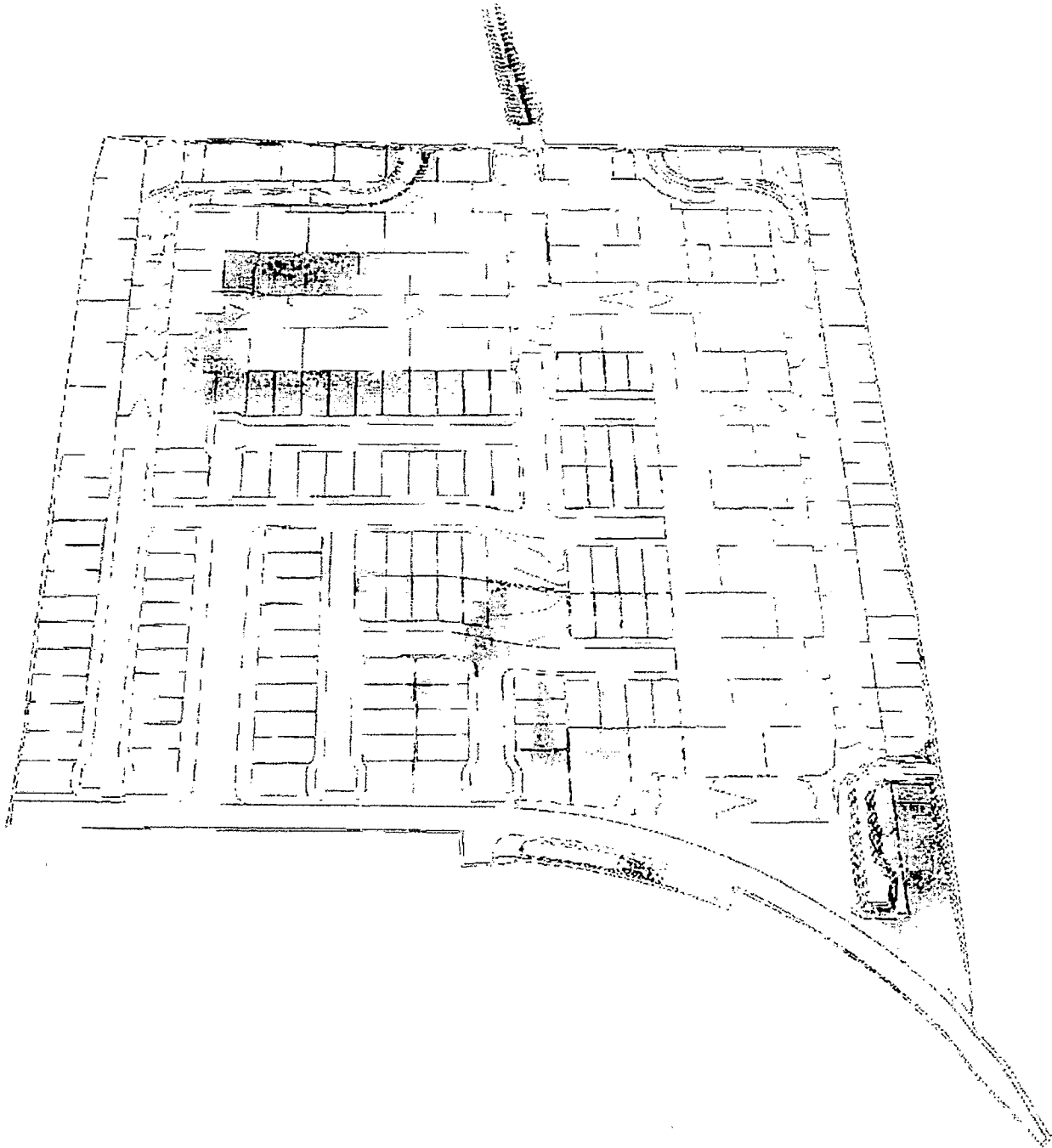
R1	MOBILIZE - ROUGH		EA	@
R2	CLEAR & GRUB		AC	
R3	TRACK OUT PADS		LS	
R4	SITE BALANCE		SF	
R5	FILL PREP		CY	
R6	NORMAL EXCAVATION	64,641	57,014	CY
R7	OVER EXCAVATION	80,475	42,222	CY
R8	HARD DIG		CY	
R9	IMPORT		CY	
R10	EXPORT		CY	
R11	RETAINING WALLS CUT BACKS		LF	
R12	RETAINING WALLS BACKFILL		LF	
R13	PAD FINISH ( Residential )		EA	
R14	PAD FINISH w/ TYPE II ( Comm )		SF	@
R15	SUB GRADE PREP STREETS		SF	
R16	CROSS GUTTER SUB PREP		SF	
R17	TRASH ENCLOSURES		EA	
R18	SIDEWALK SUB GRADE PREP		SF	
R19	BUS TURN OUT LANE		SF	
R20	GEOGRID/FABRIC		SF	
R21	RIP RAP (D50 = @ 1HK)		SF	
R22	DEMOLITION		SF	
R23	TRASH HAUL OFF		LD	
R24	GRADING MISC			

F1	MOBILIZE - FINISH		EA	
F2	SUB GRADE REPREP CURB		SF	
F3	CURB GRADE TYPE II	23,690	SF	@ 6"
F4	SUB GRADE REPREP ONSITE		SF	@
F5	SUB GRADE REPREP OFFSITE		SF	@
F6	TYPE II STREETS ONSITE A	331,104	SF	@ 4"
F6	TYPE II STREETS ONSITE B		SF	@
F7	TII MAULE	56,500	SF	@ 4"
F7	TII		SF	@
F7	TII		SF	@
F7	TII		SF	@
F8	SAW CUT/AC HAUL OFF	8559	SF	@ 3"
F9	ROTOMILL AC		SF	@
F10	A/C PAVING ONSITE A	331,104	SF	@ 2"
F10	A/C PAVING ONSITE B		SF	@
F11	A/C PAVE MAULE	56,500	SF	@ 3"
F11	A/C PAVE		SF	@
F11	A/C		SF	@
F11	A/C		SF	@
F12	BARRICADES		LS	
F13	AC MISC			

notes:

DIRECT000645

# FREEWAY 40





10-7-2017  
m

DIRECT000646

# **CENTURY COMMUNITIES OF NEVADA, LLC. PROJECT WORK AUTHORIZATION (LAND DEVELOPMENT)**

This Project Work Authorization ("PWA") is effective this 7th day of October, 2014, by and between CENTURY COMMUNITIES OF NEVADA, LLC., a Delaware limited liability company (Contractor) and Direct Grading & Paving (Subcontractor). All Work shall be performed in accordance with the terms and conditions set forth in the Master Subcontractor Agreement (MSA) between Contractor and Subcontractor dated 6/29/10, which is incorporated herein by reference. The following constitutes the construction services to be provided by Subcontractor to Contractor and specific information relating to the Work:

- |   |                                     |                             |                                     |                                     |                  |            |             |                                     |                                   |                                     |                           |                                     |                                |                                     |  |  |  |
|---|-------------------------------------|-----------------------------|-------------------------------------|-------------------------------------|------------------|------------|-------------|-------------------------------------|-----------------------------------|-------------------------------------|---------------------------|-------------------------------------|--------------------------------|-------------------------------------|--|--|--|
| <p>A. Project: FWY 40 Phase 1 Paving</p> <p>B. Scope of Work:</p> <p>C. Contract Amount/Schedule of Values/Draw Schedule:</p> <p>D. Material Schedule</p> <p>E. Job Site Rules</p> <p>F. Subcontractor Contacts</p> <p>G. Contract Documents: All Work shall be in accordance with the following Contract Documents:</p> <ol style="list-style-type: none"> <li>1. Civil Engineering Improvement Plans: TBD</li> <li>2. Structural Engineering Plans: n/a</li> <li>3. Dry Utility Provider Plan/s: n/a</li> <li>4. Geo Technical Report/s: Geotechnical Evaluation for Rhodes Ranch Parcels 17, 20-3, 20-4 &amp; 20-5 - Southeast Corner of Fort Apache &amp; Windmill Lane, Clark County Nevada, by GeoTek Residential LLC, Project No. 10023-LV6 - dated 10-17-10.</li> <li>5. MSA</li> <li>6. PWA</li> <li>7. Plans and Specifications</li> </ol> <p>NOTE: The Contract Documents <i>do not include</i> Contractor's bidding requirements, advertisement, invitation to bid, Instructions to Bidders, sample forms, bid addenda relating to bidding requirements or Subcontractor's proposal.</p> <p>H. Order of Precedence: In the event of any conflicts or inconsistencies that cannot be resolved by reading the Contract Documents as a whole, the provisions of the Contract Documents shall be controlling in accordance with the following order of precedence:</p> <ol style="list-style-type: none"> <li>1. Codes, ordinances and legislative acts</li> <li>2. Agency Standards and Specifications</li> <li>3. MSA</li> <li>4. PWA</li> <li>5. Civil /Structural Engineering Plans</li> </ol> <p>I. Contractor Information:</p> <p>Mailing Address: 6345 South Jones, Suite 400 Las Vegas, Nevada 89118</p> <p>Attention: Scott Prokopchuk</p> <p>Office Phone: (702) 873-5338 Office Fax: (702) 730-4303</p> <p>Nevada Contractor's License #: 0079090</p> <p>J. Subcontractor Required Information:</p> <p>Subcontractor Legal Name: Direct Grading &amp; Paving</p> <p>Street Address: 2222 W. Cheyenne Avenue</p> <p>Mailing Address: North Las Vegas, NV 89032</p> <p>Attention: Mel Westwood</p> <p>Telephone: (702) 636-5377 Fax: (702) 636-5378</p> <p>Email: mel@directgrading.com</p> <table border="0"> <tr> <td>Applicable Contractor's License #:</td> <td>0053234</td> <td>Applicable Business License</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>Federal Tax ID#:</td> <td>26-0020329</td> <td>Federal W-9</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>Auto Insurance Policy Certificate</td> <td><input checked="" type="checkbox"/></td> <td>Worker's Comp Certificate</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>Subcontractor's Safety Manuals</td> <td><input checked="" type="checkbox"/></td> <td></td> <td></td> </tr> </table> <p>K. Delay Liquidated Damages. Subcontractor shall complete its part of the Work in accordance with Work Schedule. In the event the Subcontractor does not complete its work timely which results in extending the completion date, Subcontractor shall pay Contractor's actual damages including any liquidated damages payable to Owner of \$ N/A per day beyond the original completion date as specified by the Work Schedule.</p> <p>K. Additional Insured Required for MSA Section 3.3 Insurance:</p> <ol style="list-style-type: none"> <li>1. OWNER: Century Communities of Nevada, LLC.</li> </ol> | Applicable Contractor's License #:  | 0053234                     | Applicable Business License         | <input checked="" type="checkbox"/> | Federal Tax ID#: | 26-0020329 | Federal W-9 | <input checked="" type="checkbox"/> | Auto Insurance Policy Certificate | <input checked="" type="checkbox"/> | Worker's Comp Certificate | <input checked="" type="checkbox"/> | Subcontractor's Safety Manuals | <input checked="" type="checkbox"/> |  |  | <p>Owner/s: Century Communities of Nevada, LLC.</p> <p>Exhibit A</p> <p>Exhibit B</p> <p>Exhibit D Applicable Not Applicable x</p> <p>Exhibit E</p> <p>Exhibit F</p> |
| Applicable Contractor's License #:  | 0053234                             | Applicable Business License | <input checked="" type="checkbox"/> |                                     |                  |            |             |                                     |                                   |                                     |                           |                                     |                                |                                     |  |  |  |
| Federal Tax ID#:  | 26-0020329                          | Federal W-9                 | <input checked="" type="checkbox"/> |                                     |                  |            |             |                                     |                                   |                                     |                           |                                     |                                |                                     |  |  |  |
| Auto Insurance Policy Certificate   | <input checked="" type="checkbox"/> | Worker's Comp Certificate   | <input checked="" type="checkbox"/> |                                     |                  |            |             |                                     |                                   |                                     |                           |                                     |                                |                                     |  |  |  |
| Subcontractor's Safety Manuals  | <input checked="" type="checkbox"/> |                             |                                     |                                     |                  |            |             |                                     |                                   |                                     |                           |                                     |                                |                                     |  |  |  |

Initials: Contractor  Subcontractor 

PWA # RFWY1000-034

2. CONTRACTOR: CENTURY COMMUNITIES OF NEVADA, LLC.
3. LENDER:

- L. Subcontractor payment and performance bonds are (check one) ☐ required ☒ not required x
- M. No Other Agreements/Integration. This PWA and the documents incorporated by reference herein represent the entire agreement between the parties, and supersede all prior and contemporaneous agreements. This PWA may only be modified by mutual written agreement.

CONTRACTOR AND SUBCONTRACTOR CAREFULLY AND COMPLETELY READ THIS ENTIRE MASTER SUBCONTRACT AGREEMENT, UNDERSTAND THEIR RIGHTS AND OBLIGATIONS CONTAINED THEREIN, AND CERTIFY THAT THEY SIGN HAVING FULL AND COMPLETE AUTHORITY AFTER HAVING THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL.

CENTURY COMMUNITIES OF NEVADA, LLC.

By: Scott Prokopchuk Date: 10/7/14

Printed Name: Scott Prokopchuk

Its: Manager - Land Development

By: Don Boettcher Date: 10/7/14

Printed Name: Don Boettcher

Its: Division President

Direct Grading & Paving

By: Mel Westwood Date: 10-7-2014

Printed Name: Mel Westwood

Its: Label


Initials: Contractor [Signature] Subcontractor [Signature]


**DIRECT000648**

**Scope of Work**  
**Paving**  
**Freeway 50 Phase 1 by Century Communities**

The following is a general description of the work to be performed and methods to be used by the SUBCONTRACTOR. This is for clarification only and is not intended to be inclusive of all work to be performed under this Agreement. Any items not specifically described, which would normally be considered a part of this work, shall be so interpreted.

- A. SUBCONTRACTOR shall be responsible for protecting all existing concrete curbs, gutters, valley gutters, sidewalks and utilities. SUBCONTRACTOR shall be responsible for the cost associated with all concrete removal and replacement required as a result of damage from grading and paving operations.
- B. SUBCONTRACTOR shall supply and install required material. All WORK is to be performed in accordance to all applicable Governing Agencies standards, as they pertain to the WORK performed.
- C. SUBCONTRACTOR shall submit certified asphalt mix designs for approval to the CENTURY COMMUNITIES FIELD REPRESENTATIVE prior to beginning of paving operations.
- D. SUBCONTRACTOR shall be responsible for directly coordinating all government inspections. All overtime inspections unless requested by CENTURY COMMUNITIES FIELD REPRESENTATIVE will be the responsibility of the SUBCONTRACTOR and the costs related to.
- E. SUBCONTRACTOR shall be responsible for inspecting the temporary protection installed by others for all sewer and storm drain openings prior to beginning grading operations. In the event a storm drain or sewer cover is removed during grading operations and material is allowed to enter a storm drain or sewer, SUBCONTRACTOR shall be responsible for cleaning out the soil at no cost to CENTURY COMMUNITIES.
- F. SUBCONTRACTOR shall haul all excess pavement offsite to an approved landfill within 8 hours following completion of work.
- G. Prior to release of retention, the SUBCONTRACTOR shall be required to perform (at a minimum) the following tests:
  - 1. WATER FLOOD TEST: SUBCONTRACTOR shall be required to perform a water flood test for the purpose of determining any ponding locations that do not meet governing agencies standards. SUBCONTRACTOR shall be responsible for providing the water truck, operator and supervision required to perform the water flood test. CENTURY COMMUNITIES will provide potable water for the test. SUBCONTRACTOR shall be responsible to convey the water to the testing locations. CENTURY COMMUNITIES'S FIELD REPRESENTATIVE must be present during the testing. The SUBCONTRACTOR shall be required to correct excessive ponding to the satisfaction of the CENTURY COMMUNITIES'S FIELD REPRESENTATIVE.
  - 2. ASPHALT THICKNESS and PROPERTIES: SUBCONTRACTOR shall be responsible for coring the asphalt for the purpose of determining conformance with the

Century Communities of Nevada LLC 

Direct Grading and Paving 

**DIRECT000649**

SPECIFICATIONS. Core locations are to follow all governing Government Agency guidelines. A representative from the SUBCONTRACTOR, inspecting agency, and CENTURY COMMUNITIES'S FIELD REPRESENTATIVE are to be present during the coring operations. All cores are to be immediately turned over to the soils engineer or Clark County Development Services for verification of asphalt thickness and properties. The SUBCONTRACTOR shall be required to correct any deficiencies in the asphalt thickness or properties from the results per the requirements set forth in the SPECIFICATIONS.

- H. SUBCONTRACTOR shall saw cut to a true, neat edge at all locations where matching into existing asphalt and coat exposed edge of asphalt.
- I. All workmanship and materials shall be in accordance with governing agencies, Nevada requirements, SPECIFICATIONS and details.
- J. SUBCONTRACTOR shall supply all Type I and/or Type II material. SUBCONTRACTOR shall submit certified material gradation designs for approval prior to beginning of paving operations as required or as requested. The PAVING SUBCONTRACTOR is responsible for all earth placed from the sub-base to the finished grade.
- K. Contract includes all offsite and onsite sub-grade preparation, base material placement and compaction per the approved plans, specifications, soils reports and governmental agency requirements.
- L. SUBCONTRACTOR shall provide saw-cutting, patching and any reworking of abutting surfaces, as required, insuring the new work joins and matches existing roadways.
- M. SUBCONTRACTOR shall protect freshly installed asphalt from adverse site and weather conditions. If asphalt is damaged due to SUBCONTRACTOR's neglect to protect his work, SUBCONTRACTOR shall replace damaged asphalt at SUBCONTRACTOR's expense.
- N. SUBCONTRACTOR shall install a surface-seal using a material approved by governmental agency. Paved surfaces must be thoroughly washed prior to the installation of the sealant.
- O. SUBCONTRACTOR agrees to warranty his work a period of one year beginning on the date of filing of Notice of Completion.
- P. Project Work Authorization includes Mobilization, Type II placed for all Onsite and Offsite curb, graded and compacted as required, Sub-grade Preparation for all Curb, Sub-grade Preparation for all Asphalt, 4" of Type II for all Interior Asphalt placed, 2" of Asphalt for all Interior areas as shown on approved Improvement Plans, 4" of Type II for all Asphalt placed on Maule, 3" of Asphalt for all areas on Offsite as shown on approved Improvement Plans, and all Asphalt cutting and removal as required for a complete job.
- Q. **This Project Work Authorization supersedes all prior proposals, Contracts, Change Orders, Purchase Orders, and Project Work Authorizations.**



6345 So. Jones Blvd #400  
Las Vegas, NV 89118  
Ph : (702)873-5338

### Draw Schedule

To: Direct Grading & Paving  
2222 W. Cheyenne Avenue  
North Las Vegas, NV 89032

Order #: RFWY1000-034  
Date: 10/7/2014  
Job: RFWY-1000 Freeway Property

Ship To:

Description: Phase 1 Paving

Total Contract Amount	Total Amt Invoiced	Total Amount Paid	Total Retainage	% Complete
\$430,323.19				

Job	Cost Code	Description	Amount	% Comp	Amt Invoiced	Balance To Draw	Completed
RFWY-1000	2-01-1300	mobilize	1,235.52			1,235.52	
RFWY-1000	2-01-1100	subgrade reprep curb	25,606.70			25,606.70	
RFWY-1000	2-01-1100	curb grade type II	33,519.50			33,519.50	
RFWY-1000	2-01-1300	subgrade reprep onsite	15,139.70			15,139.70	
RFWY-1000	2-11-1300	subgrade reprep offsite Maule	6,215.00			6,215.00	
RFWY-1000	2-01-1300	4" type II onsite	52,988.95			52,988.95	
RFWY-1000	2-11-1300	4" type II offsite Maule	19,775.00			19,775.00	
RFWY-1000	2-11-1300	sawcut ac haul off	4,536.27			4,536.27	
RFWY-1000	2-01-1300	2" ac paving onsite	175,256.55			175,256.55	
RFWY-1000	2-11-1300	3" ac paving offsite Maule	96,050.00			96,050.00	

*Satt Pahupel*  
Totals: 430,323.19  
10/7/14

Century Communities of Nevada, LLC

Date

Work Completed

Date

0.00 430,323.19

*M. W. [Signature]*  
Direct Grading & Paving

10-7-2014

Date

## BILLING PROCEDURES

### 1. BILLING CHECKLIST - The following items must be included in each payment request.

- a. Executed Draw Schedule provided by Century Communities. (A copy of the Draw Schedule with both Century Communities signature and Trade's signature from the original Project Work Authorization).
- b. Subcontractor's original invoice.
- c. Labor release signed by all of those who worked on the project. (No Copies).
- d. Conditional/unconditional material release from your suppliers. All Trades must use a Century Communities release form (see attached). If the release is conditional, all checks will be joint issued with the supplier until an unconditional release is provided. In the past, voucher companies have questioned releases because a fine black pen was used for the signatures. These signatures often resemble photocopies, which are not acceptable. To avoid delay in payment, please use a **blue ink pen** so that the originality of the signature is beyond question.

### 2. BILLING PROCEDURE – The following procedure must be followed to ensure proper payment.

- a. Executed Draw Schedule must be submitted with invoice and appropriate releases. ( A copy of the Draw Schedule with both Century Communities signature and Trade's signature from the original Project Work Authorization)
  - b. All Billings/Change Orders must have Century Communities' Superintendent's signature and date as well as the Trade's signature on it prior to submission for payment. **SUPERINTENDENTS ARE NOT RESPONSIBLE FOR COORDINATING BILLING AND HAVE NO AUTHORITY TO AUTHORIZE WORK OR PAYMENT ON BEHALF OF CENTURY COMMUNITIES. THEY CAN ONLY ACKNOWLEDGE THAT WORK HAS BEEN COMPLETED.**
  - c. Please bill retention separately upon completion of the work with unconditional releases attached. Retention is held up to thirty (30) days and is paid when approved by the Project Superintendent. Final approval for release of retention will be made by the Superintendent and Quality Control. Please staple your payment request documents together. This will help ensure that it will reach Century Communities accounting department intact. Submit paperwork to Century Communities at 6345 South Jones, Suite 400, Las Vegas, Nevada 89118.
3. Before processing a request for payment, the following items must be submitted to the Insurance Coordinator for Century Communities:
- a. A current Workers Compensation Certificate. (Must be original)
  - b. Proof of payment of Nevada Business Tax. (No faxes)
  - c. Proof of payment of State Unemployment Taxes. (No faxes)

## GENERAL INFORMATION

We process and file all information by property; therefore, it is necessary to note the address of each property (including lot/block and Phase) on all communication.

NOTE: All of the above must be satisfied. No payment will be made without the above information included in your payment request. There will be no exceptions. All releases and invoices must be originals (photocopies, carbons or faxes will not be accepted).

Century Communities



Trade



**DIRECT000652**

## PROPOSAL- Finish

DATE: 9/15/2014  
 TO: Century Communities  
 PLAN DATE: 9/12/2014  
 JOB NAME: Freeway 40 Phase 1  
 LOCATION: Muale & El Capitan



2222 W. Cheyenne Ave N. Las Vegas, NV 89032  
 Office: 702-636-5377 Fax: 702-636-5378  
 License # 0053234 Limit \$3,200,000.00

## DESCRIPTION:

MOBILIZE - FINISH, SUB GRADE REPREP CURB, CURB GRADE TYPE II, SUB GRADE REPREP ONSITE, SUB GRADE REPREP OFFSITE ( MUALE ), 4" TYPE II ONSITE, 4" TYPE II OFFSITE ( MUALE ), SAW CUT/AC HAUL OFF, 2" A/C PAVING ONSITE , 3" A/C PAVING OFFSITE ( MUALE )

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
F1	MOBILIZE - FINISH 2-01-1300	1	LS	\$ 1,235.52	\$ 1,235.52
F2	SUB GRADE REPREP CURB 2-01-1100	10,990	LF	\$ 2.33	\$ 25,606.70
F3	CURB GRADE TYPE II 2-01-1100	10,990	LF	\$ 3.05	\$ 33,519.50
F4	SUB GRADE REPREP ONSITE 2-01-1300	151,397	SF	\$ 0.10	\$ 15,139.70
F5 2-11-1300	SUB GRADE REPREP OFFSITE ( MUALE )	56,500	SF	\$ 0.11	\$ 6,215.00
F6 2-01-1300	4" TYPE II ONSITE	151,397	SF	\$ 0.35	\$ 52,988.95
F23 2-11-1300	4" TYPE II OFFSITE ( MUALE )	56,500	SF	\$ 0.35	\$ 19,775.00
F8 2-11-1300	SAW CUT/AC HAUL OFF	8,559	SF	\$ 0.53	\$ 4,536.27
F10 2-01-1300	2" A/C PAVING ONSITE	152,397	SF	\$ 1.15	\$ 175,256.55
F11 2-11-1300	3" A/C PAVING OFFSITE ( MUALE )	56,500	SF	\$ 1.70	\$ 96,050.00
Any additions to above quantities will be charged at unit price. Total Proposal:					\$ 430,323.19

## CONDITIONS

If Proposal is accepted, entire proposal including all conditions and exclusions must be made part of contract. Prices are based upon asphalt and fuel prices. Any increase in asphalt or fuel prices may necessitate a surcharge relative to increase. Direct Grading & Paving will not be responsible for utilities improperly marked or placed. No retention on excavation and grading. Retention on improvements is due 30 days after final billing. Payment shall be made as the work progresses in the amount equal to the value of work done, less the sum of any previous payments. The entire amount of the contract is to be paid within 30 days after completion. All materials are to be specified; no guarantee of material prices beyond 30 days. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above specifications. Owners are to carry necessary insurance. Our workers are fully covered by Workman's compensation insurance.

## EXCLUSIONS

Lime stabilization, Engineering, testing, permits, barricades, flaggers, asphalt markings, and construction water. Security, if required, to be furnished by owner.

Acceptance of Proposal: The above prices specifications and conditions are satisfactory and are hereby accepted.  
 Direct Grading Paving is authorized to do the work as specified. Payments will be made outlined above.

DON MAYHALL

Direct Grading and Paving (authorized Signature)

Century Communities (authorized Signature)

4/28/2014

Date

Date

DO CONTRACT TO  
 RFW4-1000

SDP "PHASE 1"  
 10/6/14

10-7-2014  
 MW

DIRECT000653

SOP

# **CENTURY COMMUNITIES OF NEVADA, LLC. PROJECT WORK AUTHORIZATION (LAND DEVELOPMENT)**

This Project Work Authorization ("PWA") is effective this 24th day of June, 2016, by and between CENTURY COMMUNITIES OF NEVADA, LLC, a Delaware limited liability company (Contractor) and Direct Grading and Paving (Subcontractor). All Work shall be performed in accordance with the terms and conditions set forth in the Master Subcontractor Agreement (MSA) between Contractor and Subcontractor dated 6/29/10, which is incorporated herein by reference. The following constitutes the construction services to be provided by Subcontractor to Contractor and specific information relating to the Work:

- |  |   |
|--|---|
| A. Project: Parkview Phase 2                         | Owner/s: Century Communities of Nevada, LLC.  |
| B. Scope of Work: Paving                             | Exhibit A                                     |
| C. Contract Amount/Schedule of Values/Draw Schedule: | Exhibit B                                     |
| D. Material Schedule                                 | Exhibit D      Applicable      Not Applicable |
| E. Job Site Rules                                    | Exhibit E                                     |
| F. Subcontractor Contacts                            | Exhibit F                                     |

G. Contract Documents: All Work shall be in accordance with the following Contract Documents:

1. Civil Engineering Improvement Plans:
2. Structural Engineering Plans:
3. Dry Utility Provider Plan/s:
4. Geo Technical Report/s: GeoTek Project No. 10023.50-LVRI
5. MSA
6. PWA
7. Plans and Specifications

NOTE: The Contract Documents *do not include* Contractor's bidding requirements, advertisement, invitation to bid, Instructions to Bidders, sample forms, bid addenda relating to bidding requirements or Subcontractor's proposal.

H. Order of Precedence: In the event of any conflicts or inconsistencies that cannot be resolved by reading the Contract Documents as a whole, the provisions of the Contract Documents shall be controlling in accordance with the following order of precedence:

1. Codes, ordinances and legislative acts
2. Agency Standards and Specifications
3. MSA
4. PWA
5. Civil /Structural Engineering Plans

I. Contractor Information:

Mailing Address: 6345 South Jones, Suite 400 Las Vegas, Nevada 89118  
 Attention: Scott Prokopchuk  
 Office Phone: (702) 873-5338 Office Fax: (702) 730-4303  
 Nevada Contractor's License #: 0079090

J. Subcontractor Required Information:

Subcontractor Legal Name: Direct Grading and Paving  
 Street Address: 2222 W. Cheyenne Avenue  
 Mailing Address: North Las Vegas, NV 89032  
 Attention: Mel Westwood  
 Telephone: (702) 636-5377 Fax: (702) 636 5378  
 Email: mel@directgrading.com  
 Applicable Contractor's License #: 0053234  
 Federal Tax ID#: 27-5119775  
 Auto Insurance Policy Certificate ☒  
 Subcontractor's Safety Manuals ☒

Applicable Business License ☒  
 Federal W-9 ☒  
 Worker's Comp Certificate ☒

J. Delay Liquidated Damages. Subcontractor shall complete its part of the Work in accordance with Work Schedule. In the event the Subcontractor does not complete its work timely which results in extending the completion date, Subcontractor shall pay Contractor's actual damages including any liquidated damages payable to Owner of \$ N/A per day beyond the original completion date as specified by the Work Schedule.

K. Additional Insured Required for MSA Section 3.3 Insurance:

1. OWNER: Century Communities of Nevada, LLC.
2. CONTRACTOR: CENTURY COMMUNITIES OF NEVADA, LLC
3. LENDER:

Initials: Contractor  Subcontractor 

PWA #RFWY1002-034

- L. Subcontractor payment and performance bonds are (check one) ☐ required ☒ not required x
- M. No Other Agreements/integration. This PWA and the documents incorporated by reference herein represent the entire agreement between the parties, and supersede all prior and contemporaneous agreements. This PWA may only be modified by mutual written agreement.

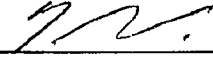
**CONTRACTOR AND SUBCONTRACTOR CAREFULLY AND COMPLETELY READ THIS ENTIRE MASTER SUBCONTRACT AGREEMENT, UNDERSTAND THEIR RIGHTS AND OBLIGATIONS CONTAINED THEREIN, AND CERTIFY THAT THEY SIGN HAVING FULL AND COMPLETE AUTHORITY AFTER HAVING THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL.**

CENTURY COMMUNITIES OF NEVADA, LLC,

By:  Date: 7/19/16

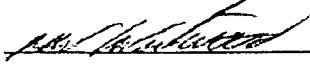
Printed Name: Scott Prokonchuk

Its: Manager - Land Development

By:  Date: 7/19/16

Printed Name: Rick Barron

Its: Vice President, Land

By:  Date: 7-27-16

Printed Name: Michael A. Steward

Its: member

Initials: Contractor  Subcontractor 

**DIRECT000655**

## **Scope of Work**

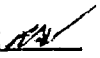
### **Paving**

#### **Freeway 50/Parkview Phase 2 by Century Communities of Nevada LLC**

The following is a general description of the work to be performed and methods to be used by the SUBCONTRACTOR. This is for clarification only and is not intended to be inclusive of all work to be performed under this Agreement. Any items not specifically described, which would normally be considered a part of this work, shall be so interpreted.

- A. SUBCONTRACTOR shall be responsible for protecting all existing concrete curbs, gutters, valley gutters, sidewalks and utilities. SUBCONTRACTOR shall be responsible for the cost associated with all concrete removal and replacement required as a result of damage from grading and paving operations.
- B. SUBCONTRACTOR shall supply and install required material. All WORK is to be performed in accordance to all applicable Governing Agencies standards, as they pertain to the WORK performed.
- C. SUBCONTRACTOR shall submit certified asphalt mix designs for approval to the CENTURY COMMUNITIES FIELD REPRESENTATIVE prior to beginning of paving operations.
- D. SUBCONTRACTOR shall be responsible for directly coordinating all government inspections. All overtime inspections unless requested by CENTURY COMMUNITIES FIELD REPRESENTATIVE will be the responsibility of the SUBCONTRACTOR and the costs related to.
- E. SUBCONTRACTOR shall be responsible for inspecting the temporary protection installed by others for all sewer and storm drain openings prior to beginning grading operations. In the event a storm drain or sewer cover is removed during grading operations and material is allowed to enter a storm drain or sewer, SUBCONTRACTOR shall be responsible for cleaning out the soil at no cost to CENTURY COMMUNITIES.
- F. SUBCONTRACTOR shall haul all excess pavement offsite to an approved landfill within 8 hours following completion of work.
- G. Prior to release of retention, the SUBCONTRACTOR shall be required to perform (at a minimum) the following tests:
  - 1. WATER FLOOD TEST: SUBCONTRACTOR shall be required to perform a water flood test for the purpose of determining any ponding locations that do not meet governing

Century Communities of Nevada LLC 

Direct Grading and Paving 

**DIRECT000656**

agencies standards. SUBCONTRACTOR shall be responsible for providing the water truck, operator and supervision required to perform the water flood test. CENTURY COMMUNITIES will provide potable water for the test. SUBCONTRACTOR shall be responsible to convey the water to the testing locations. CENTURY COMMUNITIES'S FIELD REPRESENTATIVE must be present during the testing. The SUBCONTRACTOR shall be required to correct excessive ponding to the satisfaction of the CENTURY COMMUNITIES'S FIELD REPRESENTATIVE.

2. ASPHALT THICKNESS and PROPERTIES: SUBCONTRACTOR shall be responsible for coring the asphalt for the purpose of determining conformance with the SPECIFICATIONS. Core locations are to follow all governing Government Agency guidelines. A representative from the SUBCONTRACTOR, inspecting agency, and CENTURY COMMUNITIES'S FIELD REPRESENTATIVE are to be present during the coring operations. All cores are to be immediately turned over to the soils engineer or Clark County Development Services for verification of asphalt thickness and properties. The SUBCONTRACTOR shall be required to correct any deficiencies in the asphalt thickness or properties from the results per the requirements set forth in the SPECIFICATIONS.
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- J. SUBCONTRACTOR shall supply all Type I and/or Type II material. SUBCONTRACTOR shall submit certified material gradation designs for approval prior to beginning of paving operations as required or as requested. The PAVING SUBCONTRACTOR is responsible for all earth placed from the sub-base to the finished grade.
- K. Contract includes all offsite and onsite sub-grade preparation, base material placement and compaction per the approved plans, specifications, soils reports and governmental agency requirements.
- L. SUBCONTRACTOR shall provide saw-cutting, patching and any reworking of abutting surfaces, as required, insuring the new work joins and matches existing roadways.
- M. SUBCONTRACTOR shall protect freshly installed asphalt from adverse site and weather conditions. If asphalt is damaged due to

Century Communities of Nevada LLC 

Direct Grading and Paving 

**DIRECT000657**

SUBCONTRACTOR's neglect to protect his work, SUBCONTRACTOR shall replace damaged asphalt at SUBCONTRACTOR's expense.

- N. SUBCONTRACTOR shall install a surface-seal using a material approved by governmental agency. Paved surfaces must be thoroughly washed prior to the installation of the sealant.
- O. SUBCONTRACTOR agrees to warranty his work a period of one year beginning on the date of filing of Notice of Completion.
- P. Project Work Authorization includes Mobilization, Type II placed for all Onsite and Offsite curb, graded and compacted as required, Sub-grade Preparation for all Curb, Sub-grade Preparation for all Asphalt, 4" of Type II for all Interior Asphalt placed, 2" of Asphalt for all Interior areas as shown on approved Improvement Plans. All Offsite Asphalt and Type II will be installed per GeoTek and Clark County Approved Sections. All Asphalt cutting and removal as required for a complete job.
- Q. **This Project Work Authorization supersedes all prior proposals, Contracts, Change Orders, Purchase Orders, and Project Work Authorizations.**

Century Communities of Nevada LLC 

Direct Grading and Paving 

**DIRECT000658**



5345 So. Jones Blvd #400  
Las Vegas, NV 89118  
Ph : (702)873-5338

### Draw Schedule

To: Direct Grading & Paving  
2222 W. Cheyenne Avenue  
North Las Vegas, NV 89032

Order #: RFWY1002-034  
Date: 6/24/2016  
Job: RFWY-1002 Parkview Phase 2

Ship To:

Description: Paving - Freeway 50 Ph. 2

Total Contract Amount	Total Amt Invoiced	Total Amount Paid	Total Retainage	% Complete
\$99,042.67				

Job	Cost Code	Description	Amount	% Comp	Amt Invoiced	Balance To Draw	Completed
RFWY-1002	2-01-1300	Mobilize - Finish	1,375.20			1,375.20	
RFWY-1002	2-01-1100	Sub Grade Reprep Curb	5,359.00			5,359.00	
RFWY-1002	2-01-1100	Curb Grade Type II	7,015.00			7,015.00	
RFWY-1002	2-01-1300	Sub Grade Reprep Onsite	5,160.00			5,160.00	
RFWY-1002	2-01-1300	4" Type II Onsite	19,608.00			19,608.00	
RFWY-1002	2-01-1300	Saw Cut/AC Haul Off	1,185.47			1,185.47	
RFWY-1002	2-01-1300	2" A/C Paving Onsite	59,340.00			59,340.00	

Totals: 99,042.67  
7/19/16  
Date  
Century Communities of Nevada, LLC  
Work Completed Date

0.00 99,042.67  
  
6-27-16  
Date  
Direct Grading & Paving

DIRECT000659

**Exhibit "E"**  
**Job Site Rules**

Attached to and made a part of the contract agreement is Century Communities "Job Site Rules".

Attached herein is a guideline for "Job Site Rules". These guidelines will be enforced by the project Superintendent.

It is the Trade's responsibility to read and adhere to those practices, which are applicable to their trade.

The following guidelines are to be adhered to at all times when on the Job site or within the boundaries of Century Communities property. Any infraction of these Rules could result in contract termination and/or cancellation from bidder list for future projects:

**Project Access:**

1. Starting time is determined by Job Superintendent, Monday through Friday.
2. All Trades & their employees are to use the construction access location as designated by the Construction Manager.
3. Trade's employees working at any Century Communities Project must show proof of auto insurance to Security Guards or Project Manager upon demand while on job site. Any Trade or their employee not able to show insurance will not be allowed on the project.
4. Joy Riding is not to be permitted. Trades' employees are to report to the job site directly. It is the Trade's responsibility to direct their employees to the Job site.

**Parking:**

1. Company vehicles are allowed near structure, for loading and unloading tools and material only.
2. All vehicles are to be parked away from structures so as not to interfere with access to same. No vehicle will be parked on or block a residents driveway or access. In the event we have too many vehicles parked in the streets, Trades' employees (non-essential vehicles) will be required to park at the construction access and carpool to job site.
3. Trades acknowledge that under no circumstance are any vehicles to be parked on the driveway. If Trade or any of his employees violate this rule and any damage occurs, including but not limited to oil stains, the Trade will be held liable for repair and/or replacement as required.

**General:**

1. Consumption of Alcohol and/or Drugs WILL NOT be tolerated by anyone at the job site or within the project boundaries.
2. No Radios or tapes players of any kind including headset types are allowed on the project.
3. All accidents, no matter how minor, are to be reported to job superintendent.
4. Trades' employees should be ready and working at their starting time.
5. Standard Operating Procedure in an eight-hour shift is as follows:
6. Trades are responsible for the daily cleanup including employee's lunch trash. There shall be no eating in the Garages. A final and daily pickup time should begin 10 minutes before quitting time.
7. Trade understands that residents are living near the job site. No fighting or loud & abusive language will be tolerated.
8. No weapons are allowed on the job site or within the Project boundary. Your signature acknowledges that you have read, understand and agree to the terms and conditions of this exhibit.

**SAFETY**

Trade shall provide a written safety program prior to beginning work at any Century Communities jobsite. Trade agrees to abide by any and all O.S.H.A. standards. Trade also agrees to attend all jobsite Safety Meetings to be held per Century Communities schedule. Trade further agrees to have a representative attend all weekly production meetings.

Initials: Contractor  Trade 

**DIRECT000660**

## BILLING PROCEDURES

### 1. BILLING CHECKLIST - The following items must be included in each payment request.

- a. Executed Draw Schedule provided by Century Communities. (A copy of the Draw Schedule with both Century Communities signature and Trade's signature from the original Project Work Authorization).
- b. Subcontractor's original invoice.
- c. Labor release signed by all of those who worked on the project. (No Copies).
- d. Conditional/unconditional material release from your suppliers. All Trades must use a Century Communities release form (see attached). If the release is conditional, all checks will be joint issued with the supplier until an unconditional release is provided. In the past, voucher companies have questioned releases because a fine black pen was used for the signatures. These signatures often resemble photocopies, which are not acceptable. To avoid delay in payment, please use a blue ink pen so that the originality of the signature is beyond question.

### 2. BILLING PROCEDURE - The following procedure must be followed to ensure proper payment.


- a. Executed Draw Schedule must be submitted with invoice and appropriate releases. ( A copy of the Draw Schedule with both Century Communities signature and Trade's signature from the original Project Work Authorization)
- b. All Billings/Change Orders must have Century Communities' Superintendent's signature and date as well as the Trade's signature on it prior to submission for payment. **SUPERINTENDENTS ARE NOT RESPONSIBLE FOR COORDINATING BILLING AND HAVE NO AUTHORITY TO AUTHORIZE WORK OR PAYMENT ON BEHALF OF DUNHILL HOMES. THEY CAN ONLY ACKNOWLEDGE THAT WORK HAS BEEN COMPLETED.**
- c. Please bill retention separately upon completion of the work with unconditional releases attached. Retention is held up to thirty (30) days and is paid when approved by the Project Superintendent. Final approval for release of retention will be made by the Superintendent and Quality Control. Please staple your payment request documents together. This will help ensure that it will reach Dunhill Homes' accounting department intact. Submit paperwork to Century Communities at 6345 South Jones, Suite 400, Las Vegas, Nevada 89118.
3. Before processing a request for payment, the following items must be submitted to the Insurance Coordinator for Century Communities:
  - a. A current Workers Compensation Certificate. (Must be original)
  - b. Proof of payment of Nevada Business Tax. (No faxes)
  - c. Proof of payment of State Unemployment Taxes. (No faxes)

## GENERAL INFORMATION

We process and file all information by property; therefore, it is necessary to note the address of each property (including lot/block and Phase) on all communication.

NOTE: All of the above must be satisfied. No payment will be made without the above information included in your payment request. There will be no exceptions. All releases and invoices must be originals (photocopies, carbons or faxes will not be accepted).

Century Communities



Trade 

**DIRECT000661**

## PROPOSAL- Finish

DATE: 6/21/2016  
 TO: Century Communities  
 PLAN DATE: 2/17/2016  
 JOB NAME: Freeway 50 phase 2  
 LOCATION: El Capitan & Maulie



2222 W. Cheyenne Ave N. Las Vegas, NV 89032  
 Office: 702-636-5377 Fax: 702-636-5378  
 License # 0053234 Limit \$3,200,000.00

## DESCRIPTION:

MOBILIZE - FINISH, SUB GRADE REPREP CURB, CURB GRADE TYPE II, SUB GRADE REPREP ONSITE, 4" TYPE II ONSITE, SAW CUT/AC HAUL OFF, 2" A/C PAVING ONSITE

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
F1	MOBILIZE - FINISH 2-01-1300	1	LS	\$ 1,375.20	\$ 1,375.20
F2	SUB GRADE REPREP CURB 2-01-1100	2,300	LF	\$ 2.33	\$ 5,359.00
F3	CURB GRADE TYPE II 2-01-1100	2,300	LF	\$ 3.05	\$ 7,015.00
F4	SUB GRADE REPREP ONSITE 2-01-1300	51,600	SF	\$ 0.10	\$ 5,160.00
F6	4" TYPE II ONSITE	51,600	SF	\$ 0.38	\$ 19,608.00
F8	SAW CUT/AC HAUL OFF	1	LS	\$ 1,185.47	\$ 1,185.47
F10	2" A/C PAVING ONSITE	51,600	SF	\$ 1.15	\$ 59,340.00
Any additions to above quantities will be charged at unit price. Total Proposal:					\$ 89,042.67

## CONDITIONS

If Proposal is accepted, entire proposal including all conditions and exclusions must be made part of contract. Prices are based upon asphalt and fuel prices. Any increase in asphalt or fuel prices may necessitate a surcharge relative to increase. Direct Grading & Paving will not be responsible for utilities improperly marked or placed. No retention on excavation and grading. Retention on improvements is due 30 days after final billing. Payment shall be made as the work progresses in the amount equal to the value of work done, less the sum of any previous payments. The entire amount of the contract is to be paid within 30 days after completion. All materials are to be specified; no guarantee of material prices beyond 30 days. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above specifications. Owners are to carry necessary insurance. Our workers are fully covered by Workman's compensation insurance.

## EXCLUSIONS

Lim stabilization, Engineering, testing, permits, barricades, flaggers, asphalt markings, and construction water Security, if required, to be furnished by owner.

Acceptance of Proposal: The above prices specifications and conditions are satisfactory and are hereby accepted.  
 Direct Grading Paving is authorized to do the work as specified. Payments will be made outlined above.

Don Mayhall

Direct Grading and Paving (authorized Signature)

Century Communities

(authorized Signature)

6/21/2016

Date

Date

DO CONTRACT TO  
 RFWY 1002.-034  
 SDP 6/23/16

PAVING 86,668.67

C+G 12,374

C+G -12,343  
 PAV + 6,900

- 5443

DIRECT000662

# **CENTURY COMMUNITIES OF NEVADA, LLC. PROJECT WORK AUTHORIZATION (LAND DEVELOPMENT)**

This Project Work Authorization ("PWA") is effective this 24th day of June, 2016, by and between CENTURY COMMUNITIES OF NEVADA, LLC, a Delaware limited liability company (Contractor) and Direct Grading and Paving (Subcontractor). All Work shall be performed in accordance with the terms and conditions set forth in the Master Subcontractor Agreement (MSA) between Contractor and Subcontractor dated 6/29/10, which is incorporated herein by reference. The following constitutes the construction services to be provided by Subcontractor to Contractor and specific information relating to the Work:

- |  |   |
|--|---|
| A. Project: Parkview Phase 3                         | Owner/s: Century Communities of Nevada, LLC.  |
| B. Scope of Work: Paving                             | Exhibit A                                     |
| C. Contract Amount/Schedule of Values/Draw Schedule: | Exhibit B                                     |
| D. Material Schedule                                 | Exhibit D      Applicable      Not Applicable |
| E. Job Site Rules                                    | Exhibit E                                     |
| F. Subcontractor Contacts                            | Exhibit F                                     |

G. Contract Documents: All Work shall be in accordance with the following Contract Documents:

1. Civil Engineering Improvement Plans:
2. Structural Engineering Plans:
3. Dry Utility Provider Plan/s:
4. Geo Technical Report/s: GeoTek Project No. 10023.50-LVRI
5. MSA
6. PWA
7. Plans and Specifications

NOTE: The Contract Documents *do not include* Contractor's bidding requirements, advertisement, invitation to bid, Instructions to Bidders, sample forms, bid addenda relating to bidding requirements or Subcontractor's proposal.

H. Order of Precedence: In the event of any conflicts or inconsistencies that cannot be resolved by reading the Contract Documents as a whole, the provisions of the Contract Documents shall be controlling in accordance with the following order of precedence:

1. Codes, ordinances and legislative acts
2. Agency Standards and Specifications
3. MSA
4. PWA
5. Civil /Structural Engineering Plans

I. Contractor Information:

Mailing Address: 6345 South Jones, Suite 400 Las Vegas, Nevada 89118  
 Attention: Scott Prokopchuk  
 Office Phone: (702) 873-5338 Office Fax: (702) 730-4303  
 Nevada Contractor's License #: 0079090

J. Subcontractor Required Information:

Subcontractor Legal Name: Direct Grading and Paving  
 Street Address: 2222 W. Cheyenne Avenue  
 Mailing Address: North Las Vegas, NV 89032  
 Attention: Mel Westwood  
 Telephone: (702) 636-5377 Fax: (702) 636 5378  
 Email: mel@directgrading.com  
 Applicable Contractor's License #: 0053234  
 Federal Tax ID#: 27-5119775  
 Auto Insurance Policy Certificate ☒  
 Subcontractor's Safety Manuals ☒

Applicable Business License	<input checked="" type="checkbox"/>
Federal W-9	<input checked="" type="checkbox"/>
Worker's Comp Certificate	<input checked="" type="checkbox"/>

J. Delay Liquidated Damages. Subcontractor shall complete its part of the Work in accordance with Work Schedule. In the event the Subcontractor does not complete its work timely which results in extending the completion date, Subcontractor shall pay Contractor's actual damages including any liquidated damages payable to Owner of \$ N/A per day beyond the original completion date as specified by the Work Schedule.

K. Additional Insured Required for MSA Section 3.3 Insurance:

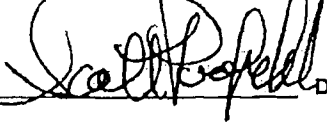
1. OWNER: Century Communities of Nevada, LLC.
2. CONTRACTOR: CENTURY COMMUNITIES OF NEVADA, LLC
3. LENDER:

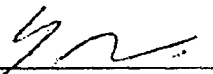
PWA #RFWY1003-030

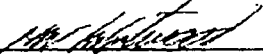
- L. Subcontractor payment and performance bonds are (check one)      required      not required x
- M. No Other Agreements/Integration. This PWA and the documents incorporated by reference herein represent the entire agreement between the parties, and supersede all prior and contemporaneous agreements. This PWA may only be modified by mutual written agreement.

**CONTRACTOR AND SUBCONTRACTOR CAREFULLY AND COMPLETELY READ THIS ENTIRE MASTER SUBCONTRACT AGREEMENT, UNDERSTAND THEIR RIGHTS AND OBLIGATIONS CONTAINED THEREIN, AND CERTIFY THAT THEY SIGN HAVING FULL AND COMPLETE AUTHORITY AFTER HAVING THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL.**

CENTURY COMMUNITIES OF NEVADA, LLC.

By:  Date: 7/19/16  
Printed Name: Scott Prokopchuk  
Its: Manager - Land Development

By:  Date: 7/19/16  
Printed Name: Rick Barron  
Its: Vice President, Land

By:  Date: 8-27-16  
Printed Name: Mark Westwood  
Its: Mark Westwood

Initials: Contractor  Subcontractor 

**DIRECT000664**

## **Scope of Work Paving**

### **Freeway 50/Parkview Phase 3 by Century Communities of Nevada LLC**

The following is a general description of the work to be performed and methods to be used by the SUBCONTRACTOR. This is for clarification only and is not intended to be inclusive of all work to be performed under this Agreement. Any items not specifically described, which would normally be considered a part of this work, shall be so interpreted.

- A. SUBCONTRACTOR shall be responsible for protecting all existing concrete curbs, gutters, valley gutters, sidewalks and utilities. SUBCONTRACTOR shall be responsible for the cost associated with all concrete removal and replacement required as a result of damage from grading and paving operations.
- B. SUBCONTRACTOR shall supply and install required material. All WORK is to be performed in accordance to all applicable Governing Agencies standards, as they pertain to the WORK performed.
- C. SUBCONTRACTOR shall submit certified asphalt mix designs for approval to the CENTURY COMMUNITIES FIELD REPRESENTATIVE prior to beginning of paving operations.
- D. SUBCONTRACTOR shall be responsible for directly coordinating all government inspections. All overtime inspections unless requested by CENTURY COMMUNITIES FIELD REPRESENTATIVE will be the responsibility of the SUBCONTRACTOR and the costs related to.
- E. SUBCONTRACTOR shall be responsible for inspecting the temporary protection installed by others for all sewer and storm drain openings prior to beginning grading operations. In the event a storm drain or sewer cover is removed during grading operations and material is allowed to enter a storm drain or sewer, SUBCONTRACTOR shall be responsible for cleaning out the soil at no cost to CENTURY COMMUNITIES.
- F. SUBCONTRACTOR shall haul all excess pavement offsite to an approved landfill within 8 hours following completion of work.
- G. Prior to release of retention, the SUBCONTRACTOR shall be required to perform (at a minimum) the following tests:
  - 1. WATER FLOOD TEST: SUBCONTRACTOR shall be required to perform a water flood test for the purpose of determining any ponding locations that do not meet governing

Century Communities of Nevada LLC 

Direct Grading and Paving 

**DIRECT000665**

agencies standards. SUBCONTRACTOR shall be responsible for providing the water truck, operator and supervision required to perform the water flood test. CENTURY COMMUNITIES will provide potable water for the test. SUBCONTRACTOR shall be responsible to convey the water to the testing locations. CENTURY COMMUNITIES'S FIELD REPRESENTATIVE must be present during the testing. The SUBCONTRACTOR shall be required to correct excessive ponding to the satisfaction of the CENTURY COMMUNITIES'S FIELD REPRESENTATIVE.

2. ASPHALT THICKNESS and PROPERTIES: SUBCONTRACTOR shall be responsible for coring the asphalt for the purpose of determining conformance with the SPECIFICATIONS. Core locations are to follow all governing Government Agency guidelines. A representative from the SUBCONTRACTOR, inspecting agency, and CENTURY COMMUNITIES'S FIELD REPRESENTATIVE are to be present during the coring operations. All cores are to be immediately turned over to the soils engineer or Clark County Development Services for verification of asphalt thickness and properties. The SUBCONTRACTOR shall be required to correct any deficiencies in the asphalt thickness or properties from the results per the requirements set forth in the SPECIFICATIONS.

- H. SUBCONTRACTOR shall saw cut to a true, neat edge at all locations where matching into existing asphalt and coat exposed edge of asphalt.
- I. All workmanship and materials shall be in accordance with governing agencies, Nevada requirements, SPECIFICATIONS and details.
- J. SUBCONTRACTOR shall supply all Type I and/or Type II material. SUBCONTRACTOR shall submit certified material gradation designs for approval prior to beginning of paving operations as required or as requested. The PAVING SUBCONTRACTOR is responsible for all earth placed from the sub-base to the finished grade.
- K. Contract includes all offsite and onsite sub-grade preparation, base material placement and compaction per the approved plans, specifications, soils reports and governmental agency requirements.
- L. SUBCONTRACTOR shall provide saw-cutting, patching and any reworking of abutting surfaces, as required, insuring the new work joins and matches existing roadways.
- M. SUBCONTRACTOR shall protect freshly installed asphalt from adverse site and weather conditions. If asphalt is damaged due to

Century Communities of Nevada LLC 


Direct Grading and Paving 

**DIRECT000666**

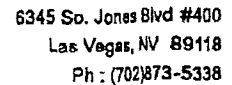
SUBCONTRACTOR's neglect to protect his work, SUBCONTRACTOR shall replace damaged asphalt at SUBCONTRACTOR's expense.

- N. SUBCONTRACTOR shall install a surface-seal using a material approved by governmental agency. Paved surfaces must be thoroughly washed prior to the installation of the sealant.
- O. SUBCONTRACTOR agrees to warranty his work a period of one year beginning on the date of filing of Notice of Completion.
- P. Project Work Authorization includes Mobilization, Type II placed for all Onsite and Offsite curb, graded and compacted as required, Sub-grade Preparation for all Curb, Sub-grade Preparation for all Asphalt, 4" of Type II for all Interior Asphalt placed, 2" of Asphalt for all Interior areas as shown on approved Improvement Plans. All Offsite Asphalt and Type II will be installed per GeoTek and Clark County Approved Sections. All Asphalt cutting and removal as required for a complete job.
- Q. **This Project Work Authorization supersedes all prior proposals, Contracts, Change Orders, Purchase Orders, and Project Work Authorizations.**

Century Communities of Nevada LLC 

Direct Grading and Paving 

**DIRECT000667**



**To:** Direct Grading & Paving  
2222 W. Cheyenne Avenue  
North Las Vegas, NV 89032

Order #: RFWY1003-030  
Date: 6/24/2016  
Job: RFWY-1003 Parkview Phase 3

**Description:** Paving - Freeway 50 Ph. 3

[illegible]

Date

**Exhibit "E"**  
**Job Site Rules**

Attached to and made a part of the contract agreement is Century Communities "Job Site Rules".

Attached herein is a guideline for "Job Site Rules". These guidelines will be enforced by the project Superintendent.

It is the Trade's responsibility to read and adhere to those practices, which are applicable to their trade.

The following guidelines are to be adhered to at all times when on the Job site or within the boundaries of Century Communities property. Any infraction of these Rules could result in contract termination and/or cancellation from bidder list for future projects:

**Project Access:**

1. Starting time is determined by Job Superintendent, Monday through Friday.
2. All Trades & their employees are to use the construction access location as designated by the Construction Manager.
3. Trade's employees working at any Century Communities Project must show proof of auto insurance to Security Guards or Project Manager upon demand while on job site. Any Trade or their employee not able to show insurance will not be allowed on the project.
4. Joy Riding is not to be permitted. Trades' employees are to report to the job site directly. It is the Trade's responsibility to direct their employees to the Job site.

**Parking:**

1. Company vehicles are allowed near structure, for loading and unloading tools and material only.
2. All vehicles are to be parked away from structures so as not to interfere with access to same. No vehicle will be parked on or block a residents driveway or access. In the event we have too many vehicles parked in the streets, Trades' employees (non-essential vehicles) will be required to park at the construction access and carpool to job site.
3. Trades acknowledge that under no circumstance are any vehicles to be parked on the driveway. If Trade or any of his employees violate this rule and any damage occurs, including but not limited to oil stains, the Trade will be held liable for repair and/or replacement as required.

**General:**

1. Consumption of Alcohol and/or Drugs **WILL NOT** be tolerated by anyone at the job site or within the project boundaries.
2. No Radios or tapes players of any kind including headset types are allowed on the project.
3. All accidents, no matter how minor, are to be reported to job superintendent.
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5. Standard Operating Procedure in an eight-hour shift is as follows:
6. Trades are responsible for the daily cleanup including employee's lunch trash. There shall be no eating in the Garages. A final and daily pickup time should begin 10 minutes before quitting time.
7. Trade understands that residents are living near the job site. No fighting or loud & abusive language will be tolerated.
8. No weapons are allowed on the job site or within the Project boundary. Your signature acknowledges that you have read, understand and agree to the terms and conditions of this exhibit.

**SAFETY**

Trade shall provide a written safety program prior to beginning work at any Century Communities jobsite. Trade agrees to abide by any and all O.S.H.A. standards. Trade also agrees to attend all jobsite Safety Meetings to be held per Century Communities schedule. Trade further agrees to have a representative attend all weekly production meetings.

Initials: Contractor

 Trade 

**DIRECT000669**

## BILLING PROCEDURES

### 1. BILLING CHECKLIST - The following items must be included in each payment request.

- a. Executed Draw Schedule provided by Century Communities. (A copy of the Draw Schedule with both Century Communities signature and Trade's signature from the original Project Work Authorization).
- b. Subcontractor's original invoice.
- c. Labor release signed by all of those who worked on the project. (No Copies).
- d. Conditional/unconditional material release from your suppliers. All Trades must use a Century Communities release form (see attached). If the release is conditional, all checks will be joint issued with the supplier until an unconditional release is provided. In the past, voucher companies have questioned releases because a fine black pen was used for the signatures. These signatures often resemble photocopies, which are not acceptable. To avoid delay in payment, please use a blue ink pen so that the originality of the signature is beyond question.

### 2. BILLING PROCEDURE - The following procedure must be followed to ensure proper payment.

- a. Executed Draw Schedule must be submitted with invoice and appropriate releases. ( A copy of the Draw Schedule with both Century Communities signature and Trade's signature from the original Project Work Authorization)
- b. All Billings/Change Orders must have Century Communities' Superintendent's signature and date as well as the Trade's signature on it prior to submission for payment. **SUPERINTENDENTS ARE NOT RESPONSIBLE FOR COORDINATING BILLING AND HAVE NO AUTHORITY TO AUTHORIZE WORK OR PAYMENT ON BEHALF OF DUNHILL HOMES. THEY CAN ONLY ACKNOWLEDGE THAT WORK HAS BEEN COMPLETED.**
- c. Please bill retention separately upon completion of the work with unconditional releases attached. Retention is held up to thirty (30) days and is paid when approved by the Project Superintendent. Final approval for release of retention will be made by the Superintendent and Quality Control. Please staple your payment request documents together. This will help ensure that it will reach Dunhill Homes' accounting department intact. Submit paperwork to Century Communities at 6345 South Jones, Suite 400, Las Vegas, Nevada 89118.
3. Before processing a request for payment, the following items must be submitted to the Insurance Coordinator for Century Communities:
  - a. A current Workers Compensation Certificate. (Must be original)
  - b. Proof of payment of Nevada Business Tax. (No faxes)
  - c. Proof of payment of State Unemployment Taxes. (No faxes)

## GENERAL INFORMATION

We process and file all information by property; therefore, it is necessary to note the address of each property (including lot/block and Phase) on all communication.

NOTE: All of the above must be satisfied. No payment will be made without the above information included in your payment request. There will be no exceptions. All releases and invoices must be originals (photocopies, carbons or faxes will not be accepted).

Century Communities



Trade



**DIRECT000670**

## PROPOSAL- Finish

DATE: 6/21/2016  
 TO: Century Communities  
 PLAN DATE: 2/17/2016  
 JOB NAME: Freeway 50 phase 3  
 LOCATION: El Capitan & Muale



2222 W. Cheyenne Ave N. Las Vegas, NV 89032  
 Office: 702-636-5377 Fax: 702-636-5378  
 License # 0053234 Limit \$3,200,000.00

## DESCRIPTION:

MOBILIZE - FINISH, SUB GRADE REPREP CURB, CURB GRADE TYPE II, SUB GRADE REPREP ONSITE, 4" TYPE II ONSITE, SAW CUT/AC HAUL OFF, 2" A/C PAVING ONSITE

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
F1	MOBILIZE - FINISH 2-01-1300	1	LS	\$ 1,375.20	\$ 1,375.20
F2	SUB GRADE REPREP CURB 2-01-1100	2,218	LF	\$ 2.33	\$ 5,163.28
F3	CURB GRADE TYPE II 2-01-1100	2,218	LF	\$ 3.05	\$ 6,758.80
F4	SUB GRADE REPREP ONSITE 2-01-1300	39,800	SF	\$ 0.10	\$ 3,980.00
F8	4" TYPE II ONSITE	39,800	SF	\$ 0.38	\$ 15,124.00
F8	SAW CUT/AC HAUL OFF	1	LS	\$ 1,185.47	\$ 1,185.47
F10	2" A/C PAVING ONSITE	39,800	SF	\$ 1.15	\$ 45,770.00
Any additions to above quantities will be charged at unit price. Total Proposal:					\$ 79,366.75

## CONDITIONS

If Proposal is accepted, entire proposal including all conditions and exclusions must be made part of contract. Prices are based upon asphalt and fuel prices. Any increase in asphalt or fuel prices may necessitate a surcharge relative to increase. Direct Grading & Paving will not be responsible for utilities improperly marked or placed. No retention on excavation and grading. Retention on improvements is due 30 days after final billing. Payment shall be made as the work progresses in the amount equal to the value of work done, less the sum of any previous payments. The entire amount of the contract is to be paid within 30 days after completion. All materials are to be specified; no guarantee of material prices beyond 30 days. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above specifications. Owners are to carry necessary insurance. Our workers are fully covered by Workman's compensation insurance.

## EXCLUSIONS

Lime stabilization, Engineering, testing, permits, barricades, flaggers, asphalt markings, and construction water. Security, if required, to be furnished by owner.

Acceptance of Proposal: The above prices specifications and conditions are satisfactory and are hereby accepted.  
 Direct Grading Paving is authorized to do the work as specified. Payments will be made outlined above.

Don Mayhall

Direct Grading and Paving

(authorized Signature)

Century Communities

(authorized Signature)

6/21/2016

Date

Date

DO CONTRACT TO  
 RFWY 1003-030  
 SDDP 6/23/16

C&G 11,922.08  
 PAVING 67,434.67

C&G - 2901  
 PAU - 14,085  
 - 16,986

DIRECT000671

PWA #RFWY1006-032

SDP

**CENTURY COMMUNITIES OF NEVADA, LLC. PROJECT WORK AUTHORIZATION  
(LAND DEVELOPMENT)**

This Project Work Authorization ("PWA") is effective this 24th day of June, 2016, by and between CENTURY COMMUNITIES OF NEVADA, LLC, a Delaware limited liability company (Contractor) and Direct Grading and Paving (Subcontractor). All Work shall be performed in accordance with the terms and conditions set forth in the Master Subcontractor Agreement (MSA) between Contractor and Subcontractor dated 6/29/10, which is incorporated herein by reference. The following constitutes the construction services to be provided by Subcontractor to Contractor and specific information relating to the Work:

- |   |   |
|---|---|
| A. Project: Parkview Phase 6 & 7  | Owner/s: Century Communities of Nevada, LLC.      |
| B. Scope of Work: Paving  | Exhibit A   |
| C. Contract Amount/Schedule of Values/Draw Schedule:  | Exhibit B   |
| D. Material Schedule  | Exhibit D    Applicable            Not Applicable |
| E. Job Site Rules   | Exhibit E   |
| F. Subcontractor Contacts   | Exhibit F   |
| G. Contract Documents: All Work shall be in accordance with the following Contract Documents: |   |

1. Civil Engineering Improvement Plans:
2. Structural Engineering Plans:
3. Dry Utility Provider Plan/s:
4. Geo Technical Report/s: GeoTek Project No. 10023.50-LVRI
5. MSA
6. PWA
7. Plans and Specifications

NOTE: The Contract Documents *do not include* Contractor's bidding requirements, advertisement, invitation to bid, Instructions to Bidders, sample forms, bid addenda relating to bidding requirements or Subcontractor's proposal.

- H. Order of Precedence: In the event of any conflicts or inconsistencies that cannot be resolved by reading the Contract Documents as a whole, the provisions of the Contract Documents shall be controlling in accordance with the following order of precedence:

1. Codes, ordinances and legislative acts
2. Agency Standards and Specifications
3. MSA
4. PWA
5. Civil /Structural Engineering Plans

- I. Contractor Information:

Mailing Address: 6345 South Jones, Suite 400 Las Vegas, Nevada 89118  
Attention: Scott Prokopchuk  
Office Phone: (702) 873-5338 Office Fax: (702) 730-4303  
Nevada Contractor's License #: 0079090

- J. Subcontractor Required Information:

Subcontractor Legal Name: Direct Grading and Paving  
Street Address: 2222 W. Cheyenne Avenue  
Mailing Address: North Las Vegas, NV 89032  
Attention: Mel Westwood  
Telephone: (702) 636-5377 Fax: (702) 636 5378  
Email: mel@directgrading.com  
Applicable Contractor's License #: 0053234  
Federal Tax ID#: 27-5119775  
Auto Insurance Policy Certificate ☒  
Subcontractor's Safety Manuals ☒

Applicable Business License ☒  
Federal W-9 ☒  
Worker's Comp Certificate ☒

- J. Delay Liquidated Damages. Subcontractor shall complete its part of the Work in accordance with Work Schedule. In the event the Subcontractor does not complete its work timely which results in extending the completion date, Subcontractor shall pay Contractor's actual damages including any liquidated damages payable to Owner of \$ N/A per day beyond the original completion date as specified by the Work Schedule.

- K. Additional Insured Required for MSA Section 3.3 Insurance:

1. OWNER: Century Communities of Nevada, LLC.
2. CONTRACTOR: CENTURY COMMUNITIES OF NEVADA, LLC
3. LENDER:

Initials: Contractor SDP Subcontractor MW

**DIRECT000672**

PWA #RFWY1006-032

- L. Subcontractor payment and performance bonds are (check one)      required      not required x
- M. No Other Agreements/Integration. This PWA and the documents incorporated by reference herein represent the entire agreement between the parties, and supersede all prior and contemporaneous agreements. This PWA may only be modified by mutual written agreement.

**CONTRACTOR AND SUBCONTRACTOR CAREFULLY AND COMPLETELY READ THIS ENTIRE MASTER SUBCONTRACT AGREEMENT, UNDERSTAND THEIR RIGHTS AND OBLIGATIONS CONTAINED THEREIN, AND CERTIFY THAT THEY SIGN HAVING FULL AND COMPLETE AUTHORITY AFTER HAVING THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL.**

CENTURY COMMUNITIES OF NEVADA, LLC.

By: Scott Prokopchuk Date: 9/15/16  
Printed Name: Scott Prokopchuk  
Its: Manager - Land Development


By: Mel Westwood Date: 11-27-16  
Printed Name: Mel Westwood  
Its: member

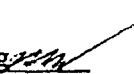
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name: Rick Barron  
Its: Vice President, Land

**Scope of Work**  
**Paving**  
**Freeway 50/Parkview Phase 6 and 7 by Century Communities of**  
**Nevada LLC**

The following is a general description of the work to be performed and methods to be used by the SUBCONTRACTOR. This is for clarification only and is not intended to be inclusive of all work to be performed under this Agreement. Any items not specifically described, which would normally be considered a part of this work, shall be so interpreted.

- A. SUBCONTRACTOR shall be responsible for protecting all existing concrete curbs, gutters, valley gutters, sidewalks and utilities. SUBCONTRACTOR shall be responsible for the cost associated with all concrete removal and replacement required as a result of damage from grading and paving operations.
- B. SUBCONTRACTOR shall supply and install required material. All WORK is to be performed in accordance to all applicable Governing Agencies standards, as they pertain to the WORK performed.
- C. SUBCONTRACTOR shall submit certified asphalt mix designs for approval to the CENTURY COMMUNITIES FIELD REPRESENTATIVE prior to beginning of paving operations.
- D. SUBCONTRACTOR shall be responsible for directly coordinating all government inspections. All overtime inspections unless requested by CENTURY COMMUNITIES FIELD REPRESENTATIVE will be the responsibility of the SUBCONTRACTOR and the costs related to.
- E. SUBCONTRACTOR shall be responsible for inspecting the temporary protection installed by others for all sewer and storm drain openings prior to beginning grading operations. In the event a storm drain or sewer cover is removed during grading operations and material is allowed to enter a storm drain or sewer, SUBCONTRACTOR shall be responsible for cleaning out the soil at no cost to CENTURY COMMUNITIES.
- F. SUBCONTRACTOR shall haul all excess pavement offsite to an approved landfill within 8 hours following completion of work.
- G. Prior to release of retention, the SUBCONTRACTOR shall be required to perform (at a minimum) the following tests:
  - 1. WATER FLOOD TEST: SUBCONTRACTOR shall be required to perform a water flood test for the purpose of

Century Communities of Nevada LLC 

Direct Grading and Paving 

**DIRECT000674**

determining any ponding locations that do not meet governing agencies standards. SUBCONTRACTOR shall be responsible for providing the water truck, operator and supervision required to perform the water flood test. CENTURY COMMUNITIES will provide potable water for the test. SUBCONTRACTOR shall be responsible to convey the water to the testing locations. CENTURY COMMUNITIES'S FIELD REPRESENTATIVE must be present during the testing. The SUBCONTRACTOR shall be required to correct excessive ponding to the satisfaction of the CENTURY COMMUNITIES'S FIELD REPRESENTATIVE.

2. ASPHALT THICKNESS and PROPERTIES: SUBCONTRACTOR shall be responsible for coring the asphalt for the purpose of determining conformance with the SPECIFICATIONS. Core locations are to follow all governing Government Agency guidelines. A representative from the SUBCONTRACTOR, inspecting agency, and CENTURY COMMUNITIES'S FIELD REPRESENTATIVE are to be present during the coring operations. All cores are to be immediately turned over to the soils engineer or Clark County Development Services for verification of asphalt thickness and properties. The SUBCONTRACTOR shall be required to correct any deficiencies in the asphalt thickness or properties from the results per the requirements set forth in the SPECIFICATIONS.
- H. SUBCONTRACTOR shall saw cut to a true, neat edge at all locations where matching into existing asphalt and coat exposed edge of asphalt.
- I. All workmanship and materials shall be in accordance with governing agencies, Nevada requirements, SPECIFICATIONS and details.
- J. SUBCONTRACTOR shall supply all Type I and/or Type II material. SUBCONTRACTOR shall submit certified material gradation designs for approval prior to beginning of paving operations as required or as requested. The PAVING SUBCONTRACTOR is responsible for all earth placed from the sub-base to the finished grade.
- K. Contract includes all offsite and onsite sub-grade preparation, base material placement and compaction per the approved plans, specifications, soils reports and governmental agency requirements.
- L. SUBCONTRACTOR shall provide saw-cutting, patching and any reworking of abutting surfaces, as required, insuring the new work joins and matches existing roadways.
- M. SUBCONTRACTOR shall protect freshly installed asphalt from adverse

Century Communities of Nevada LLC





Direct Grading and Paving 

**DIRECT000675**

site and weather conditions. If asphalt is damaged due to SUBCONTRACTOR's neglect to protect his work, SUBCONTRACTOR shall replace damaged asphalt at SUBCONTRACTOR's expense.

- N. SUBCONTRACTOR shall install a surface-seal using a material approved by governmental agency. Paved surfaces must be thoroughly washed prior to the installation of the sealant.
- O. SUBCONTRACTOR agrees to warranty his work a period of one year beginning on the date of filing of Notice of Completion.
- P. Project Work Authorization includes Mobilization, Type II placed for all Onsite and Offsite curb, graded and compacted as required, Sub-grade Preparation for all Curb, Sub-grade Preparation for all Asphalt, 4" of Type II for all Interior Asphalt placed, 2" of Asphalt for all Interior areas as shown on approved Improvement Plans. All Offsite Asphalt and Type II will be installed per GeoTek and Clark County Approved Sections. All Asphalt cutting and removal as required for a complete job.
- Q. **This Project Work Authorization supersedes all prior proposals, Contracts, Change Orders, Purchase Orders, and Project Work Authorizations.**

Century Communities of Nevada LLC 

Direct Grading and Paving 

**DIRECT000676**



6345 So. Jones Blvd #400  
Las Vegas, NV 89118  
Ph : (702)873-5338

## Draw Schedule

To: Direct Grading & Paving  
2222 W. Cheyenne Avenue  
North Las Vegas, NV 89032

Order #: RFWY1006-032  
Date: 6/24/2016  
Job: RFWY-1006 Parkview Phase 6

Ship To:

Description: Paving - Freeway Ph. 6 & 7

Total Contract Amount	Total Amt Invoiced	Total Amount Paid	Total Retainage	% Complete
\$253,247.60				

Job	Cost Code	Description	Amount	% Comp	Amt Invoiced	Balance To Draw	Completed
RFWY-1006	2-01-1300	Ph. 6 - Mobilize - Finish	1,375.20			1,375.20	
RFWY-1006	2-01-1100	Ph. 6 Sub Grade Reprep Curb	8,854.00			8,854.00	
RFWY-1006	2-01-1100	Ph. 6 Curb Grade Type II	11,590.00			11,590.00	
RFWY-1006	2-01-1300	Ph. 6 Sub Grade Reprep Onsite	6,690.00			6,690.00	
RFWY-1006	2-01-1300	Ph. 6 4" Type II Onsite	25,422.00			25,422.00	
RFWY-1006	2-01-1300	Ph. 6 Saw Cut/AC Haul Off	1,185.47			1,185.47	
RFWY-1006	2-01-1300	Ph. 6 2" A/C Paving Onsite	76,935.00			76,935.00	
RFWY-1006	2-01-1300	Ph. 7 Mobilize - Finish	1,375.20			1,375.20	
RFWY-1006	2-01-1100	Ph. 7 Sub Grade Reprep Curb	6,197.80			6,197.80	
RFWY-1006	2-01-1100	Ph. 7 Curb Grade Type II	8,113.00			8,113.00	
RFWY-1006	2-01-1300	Ph. 7 Sub Grade Reprep Onsite	4,699.30			4,699.30	
RFWY-1006	2-01-1300	Ph. 7 4" Type II Onsite	17,857.34			17,857.34	
RFWY-1006	2-01-1300	Ph. 7 Saw Cut/AC Haul Off	1,185.47			1,185.47	
RFWY-1006	2-01-1300	Ph. 7 3" A/C Paving Onsite	81,767.82			81,767.82	

*Scott Pooler*  
Totals: 253,247.60  
9/15/16  
Date

Century Communities of Nevada, LLC

Work Completed

0.00 253,247.60

*John [Signature]*  
6-27-2016  
Date  
Direct Grading & Paving

**DIRECT000677**

**Exhibit "E"**  
**Job Site Rules**

Attached to and made a part of the contract agreement is Century Communities "Job Site Rules".

Attached herein is a guideline for "Job Site Rules". These guidelines will be enforced by the project Superintendent.

It is the Trade's responsibility to read and adhere to those practices, which are applicable to their trade.

The following guidelines are to be adhered to at all times when on the Job site or within the boundaries of Century Communities property. Any infraction of these Rules could result in contract termination and/or cancellation from bidder list for future projects:

**Project Access:**

1. Starting time is determined by Job Superintendent, Monday through Friday.
2. All Trades & their employees are to use the construction access location as designated by the Construction Manager.
3. Trade's employees working at any Century Communities Project must show proof of auto insurance to Security Guards or Project Manager upon demand while on job site. Any Trade or their employee not able to show insurance will not be allowed on the project.
4. Joy Riding is not to be permitted. Trades' employees are to report to the job site directly. It is the Trade's responsibility to direct their employees to the Job site.

**Parking:**

1. Company vehicles are allowed near structure, for loading and unloading tools and material only.
2. All vehicles are to be parked away from structures so as not to interfere with access to same. No vehicle will be parked on or block a residents driveway or access. In the event we have too many vehicles parked in the streets, Trades' employees (non-essential vehicles) will be required to park at the construction access and carpool to job site.
3. Trades acknowledge that under no circumstance are any vehicles to be parked on the driveway. If Trade or any of his employees violate this rule and any damage occurs, including but not limited to oil stains, the Trade will be held liable for repair and/or replacement as required.

**General:**

1. Consumption of Alcohol and/or Drugs **WILL NOT** be tolerated by anyone at the job site or within the project boundaries.
2. No Radios or tapes players of any kind including headset types are allowed on the project.
3. All accidents, no matter how minor, are to be reported to job superintendent.
4. Trades' employees should be ready and working at their starting time.
5. Standard Operating Procedure in an eight-hour shift is as follows:
6. Trades are responsible for the daily cleanup including employee's lunch trash. There shall be no eating in the Garages. A final and daily pickup time should begin 10 minutes before quitting time.
7. Trade understands that residents are living near the job site. No fighting or loud & abusive language will be tolerated.
8. No weapons are allowed on the job site or within the Project boundary. Your signature acknowledges that you have read, understand and agree to the terms and conditions of this exhibit.

**SAFETY**

Trade shall provide a written safety program prior to beginning work at any Century Communities jobsite. Trade agrees to abide by any and all O.S.H.A. standards. Trade also agrees to attend all jobsite Safety Meetings to be held per Century Communities schedule. Trade further agrees to have a representative attend all weekly production meetings.

Initials: Contractor



Trade



**DIRECT000678**

## BILLING PROCEDURES

### 1. BILLING CHECKLIST - The following items must be included in each payment request.

- a. Executed Draw Schedule provided by Century Communities. (A copy of the Draw Schedule with both Century Communities signature and Trade's signature from the original Project Work Authorization).
- b. Subcontractor's original invoice.
- c. Labor release signed by all of those who worked on the project. (No Copies).
- d. Conditional/unconditional material release from your suppliers. All Trades must use a Century Communities release form (see attached). If the release is conditional, all checks will be joint issued with the supplier until an unconditional release is provided. In the past, voucher companies have questioned releases because a fine black pen was used for the signatures. These signatures often resemble photocopies, which are not acceptable. To avoid delay in payment, please use a blue ink pen so that the originality of the signature is beyond question.

### 2. BILLING PROCEDURE - The following procedure must be followed to ensure proper payment.

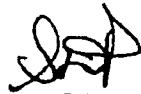
- a. Executed Draw Schedule must be submitted with invoice and appropriate releases. ( A copy of the Draw Schedule with both Century Communities signature and Trade's signature from the original Project Work Authorization)
- b. All Billings/Change Orders must have Century Communities' Superintendent's signature and date as well as the Trade's signature on it prior to submission for payment. **SUPERINTENDENTS ARE NOT RESPONSIBLE FOR COORDINATING BILLING AND HAVE NO AUTHORITY TO AUTHORIZE WORK OR PAYMENT ON BEHALF OF DUNHILL HOMES. THEY CAN ONLY ACKNOWLEDGE THAT WORK HAS BEEN COMPLETED.**
- c. Please bill retention separately upon completion of the work with unconditional releases attached. Retention is held up to thirty (30) days and is paid when approved by the Project Superintendent. Final approval for release of retention will be made by the Superintendent and Quality Control. Please staple your payment request documents together. This will help ensure that it will reach Dunhill Homes' accounting department intact. Submit paperwork to Century Communities at 6345 South Jones, Suite 400, Las Vegas, Nevada 89118.
3. Before processing a request for payment, the following items must be submitted to the Insurance Coordinator for Century Communities:
  - a. A current Workers Compensation Certificate. (Must be original)
  - b. Proof of payment of Nevada Business Tax. (No faxes)
  - c. Proof of payment of State Unemployment Taxes. (No faxes)

## GENERAL INFORMATION

- We process and file all information by property; therefore, it is necessary to note the address of each property (including lot/block and Phase) on all communication.

NOTE: All of the above must be satisfied. No payment will be made without the above information included in your payment request. There will be no exceptions. All releases and invoices must be originals (photocopies, carbons or faxes will not be accepted).

Century Communities



Trade



**DIRECT000679**

PROPOSAL- Finish

DATE: 6/21/2016  
 TO: Century Communities  
 PLAN DATE: 2/17/2016  
 JOB NAME: freeway 50 phase 6  
 LOCATION: Et Capitan 2 Muets



2222 W. Cheyenne Ave N. Las Vegas, NV 89032  
 Office: 702-636-6377 Fax: 702-636-6378  
 License # 0053234 Limit \$3,200,000.00

DESCRIPTION:  
 MOBILIZE - FINISH, SUB GRADE REPREP CURB, CURB GRADE TYPE II, SUB GRADE REPREP ONSITE, 4" TYPE II ONSITE, SAW CUT/AC HAUL OFF, 2" A/C PAVING ONSITE

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
F1	MOBILIZE - FINISH 2-01-1300	1	LS	\$ 1,375.20	\$ 1,375.20
F2	SUB GRADE REPREP CURB 2-01-1100	3,800	LF	\$ 2.33	\$ 8,854.00
F3	CURB GRADE TYPE II 2-01-1100	3,800	LF	\$ 3.05	\$ 11,590.00
F4	SUB GRADE REPREP ONSITE 2-01-1800	66,900	SF	\$ 0.10	\$ 6,690.00
F6	4" TYPE II ONSITE	66,900	SF	\$ 0.38	\$ 25,422.00
F8	SAW CUT/AC HAUL OFF	1	LS	\$ 1,185.47	\$ 1,185.47
F10	2" A/C PAVING ONSITE	66,900	SF	\$ 1.15	\$ 76,935.00
Any additions to above quantities will be charged at unit price. Total Proposal:					\$ 132,051.67

**CONDITIONS**

If Proposal is accepted, entire proposal including all conditions and exclusions must be made part of contract. Prices are based upon asphalt and fuel prices. Any increase in asphalt or fuel prices may necessitate a surcharge relative to increase. Direct Grading & Paving will not be responsible for utilities improperly marked or placed. No retention on excavation and grading. Retention on improvements is due 30 days after final billing. Payment shall be made as the work progresses in the amount equal to the value of work done, less the sum of any previous payments. The entire amount of the contract is to be paid within 30 days after completion. All materials are to be specified; no guarantee of material prices beyond 30 days. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above specifications. Owners are to carry necessary insurance. Our workers are fully covered by Workman's compensation insurance.

**EXCLUSIONS**

Lime stabilization, Engineering, testing, permits, barricades, flaggers, asphalt markings, and construction water. Security, if required, to be furnished by owner.

Acceptance of Proposal: The above prices specifications and conditions are satisfactory and are hereby accepted.  
 Direct Grading Paving is authorized to do the work as specified. Payments will be made outlined above.

Don Mayhall

Direct Grading and Paving

(authorized Signature)

Century Communities

(authorized Signature)

6/21/2016

Date

Date

TOTAL 7 6  
 G+G 34,754.80 14,310.80 C+G 29,444  
 PAU 218,492.80 106,885.13 PAU 111,607.67  
 DO CONTRACT DO CONTRACT TO  
 RFWY 1006-032  
 - 122,134 JAP 6/23/16  
 BOTH GO TO 2 PROPOSALS  
 RFWY 1006

**DIRECT000680**

## PROPOSAL- Finish

DATE: 6/21/2016  
 TO: Century Communities  
 PLAN DATE: 2/17/2016  
 JOB NAME: Freeway 50 phase 7  
 LOCATION: El Capitan & Monte



2222 W. Cheyenne Ave N. Las Vegas, NV 89032  
 Office: 702-636-5377 Fax: 702-636-5378  
 License # 0053234 Limit \$3,200,000.00

## DESCRIPTION:

MOBILIZE - FINISH, SUB GRADE REPREP CURB, CURB GRADE TYPE II, SUB GRADE REPREP ONSITE, 4" TYPE II ONSITE, SAW CUT/AC HAUL OFF, 3" A/C PAVING ONSITE ( MARTIN )

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
F1	MOBILIZE - FINISH 2-01-1300	1	LS	\$ 1,375.20	\$ 1,375.20
F2	SUB GRADE REPREP CURB 2-01-1100	2,860	LF	\$ 2.33	\$ 6,197.80
F3	CURB GRADE TYPE II 2-01-1100	2,860	LF	\$ 3.05	\$ 8,113.00
F4	SUB GRADE REPREP ONSITE 2-01-1300	46,993	SF	\$ 0.10	\$ 4,699.30
F6	4" TYPE II ONSITE	46,993	SF	\$ 0.38	\$ 17,857.34
F8	SAW CUT/AC HAUL OFF	1	LS	\$ 1,185.47	\$ 1,185.47
F10	3" A/C PAVING ONSITE ( MARTIN )	46,993	SF	\$ 1.74	\$ 81,767.82
Any additions to above quantities will be charged at unit price.					
Total Proposal:					\$ 121,195.93

## CONDITIONS

If Proposal is accepted, entire proposal including all conditions and exclusions must be made part of contract. Prices are based upon asphalt and fuel prices. Any increase in asphalt or fuel prices may necessitate a surcharge relative to increase. Direct Grading & Paving will not be responsible for utilities improperly marked or placed. No retention on excavation and grading. Retention on improvements is due 30 days after final billing. Payment shall be made as the work progresses in the amount equal to the value of work done, less the sum of any previous payments. The entire amount of the contract is to be paid within 30 days after completion. All materials are to be specified; no guarantee of material prices beyond 30 days. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above specifications. Owners are to carry necessary insurance. Our workers are fully covered by Workman's compensation insurance.

## EXCLUSIONS

Lime stabilization, Engineering, testing, permits, barricades, flaggers, asphalt markings, and construction water. Security, if required, to be furnished by owner.

Acceptance of Proposal: The above prices specifications and conditions are satisfactory and are hereby accepted.  
 Direct Grading Paving is authorized to do the work as specified. Payments will be made outlined above.

Don Mayhall

Direct Grading and Paving

(authorized Signature)

Century Communities

(authorized Signature)

6/21/2016

Date

Date

C & G 14,810.80  
 PAU 106,885.13

DIRECT000681

## PROPOSAL- Finish



2222 W. Cheyenne Ave N. Las Vegas, NV 89032  
Office: 702-636-5377 Fax: 702-636-5378  
License # 0053234 Limit \$3,200,000.00

DATE: 6/21/2016  
TO: Century Communities  
PLAN DATE: 2/17/2016  
JOB NAME: Freeway 50 phase 4  
LOCATION: El Capitan & Muale

**DESCRIPTION:**

MOBILIZE - FINISH, SUB GRADE REPREP CURB, CURB GRADE TYPE II, SUB GRADE REPREP ONSITE, 4" TYPE II ONSITE, SAW CUT/AC HAUL OFF, 2" A/C PAVING ONSITE

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
F1	MOBILIZE - FINISH	1	LS	\$ 1,375.20	\$ 1,375.20
F2	SUB GRADE REPREP CURB	1,750	LF	\$ 2.33	\$ 4,077.50
F3	CURB GRADE TYPE II	1,750	LF	\$ 3.05	\$ 5,337.50
F4	SUB GRADE REPREP ONSITE	29,200	SF	\$ 0.10	\$ 2,920.00
F6	4" TYPE II ONSITE	29,200	SF	\$ 0.38	\$ 11,096.00
F8	SAW CUT/AC HAUL OFF	1	LS	\$ 1,185.47	\$ 1,185.47
F10	2" A/C PAVING ONSITE	29,200	SF	\$ 1.15	\$ 33,580.00
Any additions to above quantities will be charged at unit price.				<b>Total Proposal:</b>	<b>\$ 59,571.67</b>

**CONDITIONS**

If Proposal is accepted, entire proposal including all conditions and exclusions must be made part of contract. Prices are based upon asphalt and fuel prices. Any increase in asphalt or fuel prices may necessitate a surcharge relative to increase. Direct Grading & Paving will not be responsible for utilities improperly marked or placed. No retention on excavation and grading. Retention on improvements is due 30 days after final billing. Payment shall be made as the work progresses in the amount equal to the value of work done, less the sum of any previous payments. The entire amount of the contract is to be paid within 30 days after completion. All materials are to be specified; no guarantee of material prices beyond 30 days. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above specifications. Owners are to carry necessary insurance. Our workers are fully covered by Workman's compensation Insurance.

**EXCLUSIONS**

Lime stabilization, Engineering, testing, permits, barricades, flaggers, asphalt markings, and construction water. Security, if required, to be furnished by owner.

Acceptance of Proposal: The above prices specifications and conditions are satisfactory and are hereby accepted.  
Direct Grading Paving is authorized to do the work as specified. Payments will be made outlined above.

**Don Mayhall**

Direct Grading and Paving (authorized Signature)

Century Communities (authorized Signature)

**6/21/2016**

Date

Date

**DIRECT000682**

**PROPOSAL- Change Order 7**

**PROPOSAL #** Change order request # 7  
**DATE:** 10/17/2016  
**TO:** Century Communities  
**PLAN DATE:** 3/21/2014  
**JOB NAME:** Freeway 40  
**LOCATION:** Muale & El Capitan



3741 Civic Center Drive Las Vegas, NV 89030  
 Office: 702-636-5377 Fax: 702-636-5378  
 License # 0053234 Limit \$3,200,000.00

**DESCRIPTION:**

Remove and replace asphalt patch Martin St. 5 X 10, Grade and pave asphalt raduis at corner Martin and Quarterhorse

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
Asphalt Patch	Remove and replace asphalt patch Martin St. 5 X 10	50	SF	\$ 4.00	\$ 200.00
Asphalt Radius	Grade and pave asphalt raduis at corner Martin and Quarterhorse	1,650	SF	\$ 4.00	\$ 6,600.00
Any additions to above quantities will be charged at unit price.					
<b>Total Proposal:</b>					<b>\$ 6,800.00</b>

**CONDITIONS**

If Proposal is accepted, entire proposal including all conditions and exclusions must be made part of contract. Prices are based upon asphalt and fuel prices. Any increase in asphalt or fuel prices may necessitate a surcharge relative to increase. Direct Grading & Paving will not be responsible for utilities improperly marked or placed. No retention on excavation and grading. Retention on improvements is due 30 days after final billing. Payment shall be made as the work progresses in the amount equal to the value of work done, less the sum of any previous payments. The entire amount of the contract is to be paid within 30 days after completion. All materials are to be specified; no guarantee of material prices beyond 30 days. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above specifications. Owners are to carry necessary insurance. Our workers are fully covered by Workman's compensation Insurance.

**EXCLUSIONS**

Lime stabilization, Engineering, testing, permits, barricades, flaggers, asphalt markings, and construction water. Security, if required, to be furnished by owner.

Acceptance of Proposal: The above prices specifications and conditions are satisfactory and are hereby accepted.  
 Direct Grading Paving is authorized to do the work as specified. Payments will be made outlined above.

**Mel Westwood**

Direct Grading and Paving (authorized Signature)

Century Co Century Communities (authorized Signature)

**10/31/2016**

Date

Date

**DIRECT000683**

## PROPOSAL- Change Order #5



3741 Civic Center Drive Las Vegas, NV 89030  
Office: 702-636-5377 Fax: 702-636-5378  
License # 0053234 Limit \$3,200,000.00

DATE: 10/25/2016  
TO: Century Communities  
PLAN DATE: NA  
JOB NAME: Lot G-1  
LOCATION: Lake Las Vegas

## DESCRIPTION:

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
CO 5	HAUL OFF OF EXCESS MATERIAL	40,000	CY	\$ 5.50	\$ 220,000.00

Any additions to above quantities will be charged at unit price.

Total Proposal: \$ 220,000.00

## \*\*\* NOTE \*\*\*

40,000 CY IS A FIELD ESTIMATE ONLY. ACTUAL YARDAGE WILL BE MEASURED AND BILLED OFF OF DAILY TRUCK TOTALS.  
TRUCK LOADS WILL BE MEASURED AT 15 CY PER LOAD

CONDITIONS

If Proposal is accepted, entire proposal including all conditions and exclusions must be made part of contract. Prices are based upon asphalt and fuel prices. Any increase in asphalt or fuel prices may necessitate a surcharge relative to increase. Direct Grading & Paving will not be responsible for utilities improperly marked or placed. No retention on excavation and grading. Retention on improvements is due 30 days after final billing. Payment shall be made as the work progresses in the amount equal to the value of work done, less the sum of any previous payments. The entire amount of the contract is to be paid within 30 days after completion. All materials are to be specified; no guarantee of material prices beyond 30 days. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above specifications. Owners are to carry necessary insurance. Our workers are fully covered by Workman's compensation Insurance.

EXCLUSIONS

Lime stabilization, Engineering, testing, permits, barricades, flaggers, asphalt markings, and construction water. Security, if required, to be furnished by owner.

Acceptance of Proposal: The above prices specifications and conditions are satisfactory and are hereby accepted.  
Direct Grading Paving is authorized to do the work as specified. Payments will be made outlined above.

**DON MAYHALL**

Direct Grading and Paving (authorized Signature)

Century Communities (authorized Signature)

10/25/2016

Date

Date

**DIRECT000684**

PWA # Lake1000-049&050



**CENTURY COMMUNITIES OF NEVADA, LLC. PROJECT WORK AUTHORIZATION  
(LAND DEVELOPMENT)**

This Project Work Authorization ("PWA") is effective this 28<sup>th</sup> day of August, 2015, by and between CENTURY COMMUNITIES OF NEVADA, LLC, a Delaware limited liability company (Contractor) and Direct Grading and Paving (Subcontractor). All Work shall be performed in accordance with the terms and conditions set forth in the Master Subcontractor Agreement (MSA) between Contractor and Subcontractor dated 6/29/10, which is incorporated herein by reference. The following constitutes the construction services to be provided by Subcontractor to Contractor and specific information relating to the Work:

- A. Project: **Lake Las Vegas** Owner/s: Century Communities of Nevada, LLC.
- B. Scope of Work: **Rough and Finish Grading** Exhibit A
- C. Contract Amount/Schedule of Values/Draw Schedule: Exhibit B
- D. Material Schedule Exhibit D Applicable Not Applicable x
- E. Job Site Rules Exhibit E
- F. Subcontractor Contacts Exhibit F
- G. Contract Documents: All Work shall be in accordance with the following Contract Documents:
1. Civil Engineering Improvement Plans: Slater Hanifan Group Lake Las Vegas
  2. Structural Engineering Plans: N/A
  3. Dry Utility Provider Plan/s: N/A
  4. Geo Technical Report/s: "Geotechnical Evaluation for Lake Las Vegas Parcel G-I, A 32.78 +/- acre Residential Development, southeast corner Lake Las Vegas Parkway and Grand Mediterra Blvd, Henderson, Nevada," By GeoTek Residential, LLC, Dated January 13, 2014, Project No. II607-LVR6
  5. MSA
  6. PWA
  7. Plans and Specifications
- NOTE: The Contract Documents *do not include* Contractor's bidding requirements, advertisement, invitation to bid, Instructions to Bidders, sample forms, bid addenda relating to bidding requirements or Subcontractor's proposal.
- H. Order of Precedence: In the event of any conflicts or inconsistencies that cannot be resolved by reading the Contract Documents as a whole, the provisions of the Contract Documents shall be controlling in accordance with the following order of precedence:
1. Codes, ordinances and legislative acts
  2. Agency Standards and Specifications
  3. MSA
  4. PWA
  5. Civil /Structural Engineering Plans
- I. Contractor Information:
- Mailing Address: 6345 South Jones, Suite 400 Las Vegas, Nevada 89118
- Attention: Scott Prokopchuk
- Office Phone: (702) 873-5338 Office Fax: (702) 730-4303
- Nevada Contractor's License #: 0079090
- J. Subcontractor Required Information:
- Subcontractor Legal Name: Direct Grading and Paving
- Street Address: 2222 W. Cheyenne Avenue
- Mailing Address: North Las Vegas, NV 89032
- Attention: Mel Westwood
- Telephone: (702) 636-5377 Fax: (702) 636 5378
- Email: mel@directgrading.com
- |                                    |                                     |                             |                                     |
|------------------------------------|-------------------------------------|-----------------------------|-------------------------------------|
| Applicable Contractor's License #: | 0053234                             | Applicable Business License | <input checked="" type="checkbox"/> |
| Federal Tax ID#:                   | 27-5119775                          | Federal W-9                 | <input checked="" type="checkbox"/> |
| Auto Insurance Policy Certificate  | <input checked="" type="checkbox"/> | Worker's Comp Certificate   | <input checked="" type="checkbox"/> |
| Subcontractor's Safety Manuals     | <input checked="" type="checkbox"/> |                             |                                     |
- J. Delay Liquidated Damages. Subcontractor shall complete its part of the Work in accordance with Work Schedule. In the event the Subcontractor does not complete its work timely which results in extending the completion date, Subcontractor shall pay Contractor's actual damages including any liquidated damages payable to Owner of \$ N/A per day beyond the original completion date as specified by the Work Schedule.
- K. Additional Insured Required for MSA Section 3.3 Insurance:
1. OWNER: Century Communities of Nevada, LLC.

PWA # Lake1000-049&050

2. CONTRACTOR: CENTURY COMMUNITIES OF NEVADA, LLC
3. LENDER:

- L. Subcontractor payment and performance bonds are (check one)      required      not required x
- M. No Other Agreements/Integration. This PWA and the documents incorporated by reference herein represent the entire agreement between the parties, and supersede all prior and contemporaneous agreements. This PWA may only be modified by mutual written agreement.

CONTRACTOR AND SUBCONTRACTOR CAREFULLY AND COMPLETELY READ THIS ENTIRE MASTER SUBCONTRACT AGREEMENT, UNDERSTAND THEIR RIGHTS AND OBLIGATIONS CONTAINED THEREIN, AND CERTIFY THAT THEY SIGN HAVING FULL AND COMPLETE AUTHORITY AFTER HAVING THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL.

CENTURY COMMUNITIES OF NEVADA, LLC.

By: Scott Prokopchuk Date: 9/3/15

Printed Name: Scott Prokopchuk

Its: Manager - Land Development

By: Don Boettcher Date: 9/3/15

Printed Name: Don Boettcher

Its: Division President

By: McL Westwood Date: 9-3-2015

Printed Name: McL Westwood

Its: Member


Initials: Contractor SDP Subcontractor MM


**DIRECT000686**

**Scope of Work**  
**Grading and Excavation**  
**Lake Las Vegas by Century Communities of Nevada LLC**

The following is a general description of the work to be performed and methods to be used by Subcontractor. This is for clarification only and is not intended to be inclusive of all work to be performed under this Agreement. Any items not specifically described, which would normally be considered a part of this work, shall be so interpreted.

1. Subcontractor is responsible for calling in for line locations from local utility agencies. Any disturbance, disconnect or damage to any utility and/or irrigation lines caused by SUBCONTRACTOR shall be repaired or replaced by Subcontractor at Subcontractor's expense.
2. SUBCONTRACTOR shall schedule and be present for all inspections of SUBCONTRACTOR's work. SUBCONTRACTOR shall be liable for costs incurred for re-inspection of failed work.
3. Provide all barricades, trench plates, and required safeguards for pedestrian and/or vehicular traffic to insure that disruptions to such traffic are held to a minimum and coordinated with governing authorities.
4. Inspect existing survey control points, irons, stakes, swales, grading, benchmarks, property lines, etc. Any defects in existing work shall be immediately reported to the attention of the project manager.
5. Mass grade the entire project as identified on the approved grading plans, and subsequently finish grade the entire site to within the following specifications:
  - a. House pad grades - +/- 0.10 feet within design pad grade
  - b. Street grades -0.10 feet within design street sub-grade
  - c. Pads excavated 24 inches from finished blue top
6. Maintain pad grade and any deviations from pad grade shall be Subcontractor's responsibility to re-grade.
7. Use all legal and industry standard means necessary to grade the site to a completed and finished state suitable for other trades to continue the site development process. As per the plans, Subcontractor is to perform all grading functions including but not limited to:
  - a. Ripping, and/or rock hard-dig
  - b. Cut-backs for retaining walls
  - c. Import or export of material
  - d. Front setback cut-backs as directed by Dunhill Home's Representative

Century Communities of Nevada LLC 

Direct Grading and Paving 

8. Rock, caliche, ripping, and hard dig, is included as part of the contract total set forth in the Project Work Authorization included in this Agreement.
9. For character of soil, logs of borings, and general recommendations, refer to the soils report and any other related supplemental reports. A copy has been provided. Subcontractor is cautioned to make such independent investigations, as he deems necessary to satisfy himself as to all conditions, including subsurface conditions, under which he will perform the work.
10. All excavation material is considered unclassified material.
11. Any import material must be approved by the soils testing firm.
12. Filling, backfilling of retaining walls, excavation, over excavation and compaction if performed by SUBCONTRACTOR will be inspected by and shall be performed to meet the approval of the foundation and/or soils engineer. There will be no additional charges for work performed based on recommendations by the foundation and/or soils engineer.
13. Site grading involving construction of building pads and consisting of excavation and re-compaction of unsatisfactory soils and the already achieved final grade shall be performed in accordance with the soils report and as directed by the soils engineer. The excavation and re-compaction shall extend a minimum distance of five (5) feet beyond the furthest point of the slab, including driveways and block walls.
14. The foundation and/or soils engineer will advise the SUBCONTRACTOR on control of the moisture, limitation on use of various materials and methods of completion, all based on tests made during various stages of construction. If these tests indicate specified density is not being obtained, the material shall be re-compacted and retested. Costs of retesting shall be borne by the SUBCONTRACTOR.
15. OWNER shall pay for all testing and inspections of complete installation. The cost of all testing and inspections at material sources, and costs due to the retest of rejected work shall be borne by the SUBCONTRACTOR.
16. Keep excavations free from water until backfilling is complete. All water, including rainwater, encountered during the course of the excavation and substructure work shall be removed by the use of pumps, drains and other approved methods and delivered to an approved location.
17. Include all offsite and onsite sub-grade preparation and base material placement and compaction per the approved plans, specifications, soils reports and governmental agency requirements. All structural engineered fill requirements will be met as per soils report and approved by the soils engineer.
18. Bring all areas to sub-grade, properly compacted, to pass in lieu of Type I and II, when possible, and to provide, place and compact Type II aggregate if necessary for curb, valley

Century Communities of Nevada LLC

2 of 3

Direct Grading and Paving

**DIRECT000688**


gutters and street areas. Valley gutters shall include hog-out and Type II.

19. SUBCONTRACTOR's work will be required to meet certification at completion of each individual phase of construction development. Certifications of horizontal and vertical elevations will be performed by Survey Engineers. Any corrective requirements will be corrected within 24 hours of notification.
20. Pumping areas – all areas identified to be “pumping”, will be over excavated, stabilized, and backfilled with compacted structural material at the direction of the soils engineer.
21. Erosion control – SUBCONTRACTOR shall take prudent action to protect the site against erosion and to repair any damage done to the site.
22. SUBCONTRACTOR shall use its best efforts for monitoring their portion of the Storm Water Pollution Prevention Plan to comply with Nevada EPA standards of the work area.
23. SUBCONTRACTOR is responsible for controlling dust conditions per Air Quality regulations as it pertains to its work. Any fines for non-compliance shall be the sole responsibility of the Subcontractor.
24. SUBCONTRACTOR shall make every effort possible to insure that the jobsite is constantly maintained in a safe and orderly condition.
25. SUBCONTRACTOR shall warranty all materials and workmanship for a minimum of one year (except where noted) from date of completion of work and/or for additional periods of time as required by governing agencies.
26. During the one-year SUBCONTRACTOR's warranty, Subcontractor has a period of 48 hours after notification by OWNER for response and corrective action. Subcontractor shall correct warranted work immediately.
27. Under no circumstances will any vehicle or equipment maintenance be permitted that could result in any type of oil spill or other contamination on the jobsite. Any contamination of the onsite area must be reported immediately to the proper authorities and handled in a proper manner.

**This Project Work Authorization supersedes all prior proposals, Contracts, Change Orders, Purchase Orders, and Project Work Authorizations.**

Century Communities of Nevada LLC 

3 of 3

Direct Grading and Paving 

**DIRECT000689**



6345 So. Jones Blvd #400  
Las Vegas, NV 89118  
Ph : (702)873-5338

## Draw Schedule

To: Direct Grading & Paving  
2222 W. Cheyenne Avenue  
North Las Vegas, NV 89032

Order #: LAKE1000-050  
Date: 8/28/2015  
Job: LAKE-1000 Lake Las Vegas

Ship To:

Description: Finish

Total Contract Amount	Total Amt Invoiced	Total Amount Paid	Total Retainage	% Complete
\$248,908.68				

Job	Cost Code	Description	Amount	% Comp	Amt Invoiced	Balance To Draw	Completed
LAKE-1000	2-01-1300	Mobilize-Finish	2,534.40			2,534.40	
LAKE-1000	2-01-1100	Sub Grade Reprep Curb	18,442.32			18,442.32	
LAKE-1000	2-01-1100	Curb Grade Type II	36,884.64			36,884.64	
LAKE-1000	2-01-1300	Sub grade reprep onsite	10,233.72			10,233.72	
LAKE-1000	2-01-1300	Sub grade reprep offsite	986.28			986.28	
LAKE-1000	2-01-1300	4.5" Type II Onsite	50,557.41			50,557.41	
LAKE-1000	2-01-1300	4.5" Type II Onsite(access rd)	1,536.00			1,536.00	
LAKE-1000	2-01-1300	4.5" Type II OffSite(Grand Med)	5,095.78			5,095.78	
LAKE-1000	2-01-1300	saw cut/ac haul off	5,506.73			5,506.73	
LAKE-1000	2-01-1300	2" a/c paving onsite	99,457.20			99,457.20	
LAKE-1000	2-01-1300	2" a/c pavingonsite(access rd)	2,880.00			2,880.00	
LAKE-1000	2-01-1300	3"a/cpaving onsite(Grand Med)	14,794.20			14,794.20	

Totals: 248,908.68  
9/3/15

0.00 248,908.68

Century Communities of Nevada, LLC

Date

Work Completed

Date

Direct Grading & Paving

9-3-2015  
Date



6345 So. Jones Blvd #400  
Las Vegas, NV 89118  
Ph : (702)873-5338

### Draw Schedule

To: Direct Grading & Paving  
2222 W. Cheyenne Avenue  
North Las Vegas, NV 89032

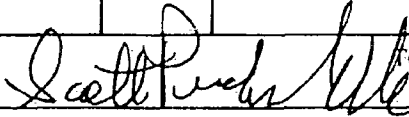
Order #: LAKE1000-049  
Date: 8/28/2015  
Job: LAKE-1000 Lake Las Vegas

Ship To:

Description: Rough Grading

Total Contract Amount	Total Amt Invoiced	Total Amount Paid	Total Retainage	% Complete
\$1,120,890.92				

Job	Cost Code	Description	Amount	% Comp	Amt Invoiced	Balance To Draw	Completed
LAKE-1000	2-01-0100	Mobilize-Rough	3,182.40			3,182.40	
LAKE-1000	2-01-0100	Normal Excavation	267,133.62			267,133.62	
LAKE-1000	2-01-0100	Over Excavation	96,232.42			96,232.42	
LAKE-1000	2-01-0100	Hard Dig	325,437.50			325,437.50	
LAKE-1000	2-01-0100	Channel Excavation	47,922.50			47,922.50	
LAKE-1000	2-01-0100	Import Placement	59,700.00			59,700.00	
LAKE-1000	2-01-0100	Slope Excavation	111,650.00			111,650.00	
LAKE-1000	2-01-0100	Slope Finish	72,000.00			72,000.00	
LAKE-1000	2-01-0100	Retaining wall cut back	53,650.00			53,650.00	
LAKE-1000	2-01-0100	Pad Finish	20,262.48			20,262.48	
LAKE-1000	2-01-0100	Sub Grade Prep Parking Areas	11,220.00			11,220.00	
LAKE-1000	2-01-0500	Rip Rap (D50=6"@12")	52,500.00			52,500.00	

  
Totals: 1,120,890.92  
9/3/15  
Century Communities of Nevada, LLC  
Date

0.00 1,120,890.92

Work Completed

Date

  
Direct Grading & Paving  
9-3-2015  
Date

DIRECT000691

**Exhibit "E"**  
**Job Site Rules**

Attached to and made a part of the contract agreement is Century Communities "Job Site Rules".

Attached herein is a guideline for "Job Site Rules". These guidelines will be enforced by the project Superintendent.

It is the Trade's responsibility to read and adhere to those practices, which are applicable to their trade.

The following guidelines are to be adhered to at all times when on the Job site or within the boundaries of Century Communities property. Any infraction of these Rules could result in contract termination and/or cancellation from bidder list for future projects:

**Project Access:**

1. Starting time is determined by Job Superintendent, Monday through Friday.
2. All Trades & their employees are to use the construction access location as designated by the Construction Manager.
3. Trade's employees working at any Century Communities Project must show proof of auto insurance to Security Guards or Project Manager upon demand while on job site. Any Trade or their employee not able to show insurance will not be allowed on the project.
4. Joy Riding is not to be permitted. Trades' employees are to report to the job site directly. It is the Trade's responsibility to direct their employees to the Job site.

**Parking:**

1. Company vehicles are allowed near structure, for loading and unloading tools and material only.
2. All vehicles are to be parked away from structures so as not to interfere with access to same. No vehicle will be parked on or block a residents driveway or access. In the event we have too many vehicles parked in the streets, Trades' employees (non-essential vehicles) will be required to park at the construction access and carpool to job site.
3. Trades acknowledge that under no circumstance are any vehicles to be parked on the driveway. If Trade or any of his employees violate this rule and any damage occurs, including but not limited to oil stains, the Trade will be held liable for repair and/or replacement as required.

**General:**

1. Consumption of Alcohol and/or Drugs **WILL NOT** be tolerated by anyone at the job site or within the project boundaries.
2. No Radios or tapes players of any kind including headset types are allowed on the project.
3. All accidents, no matter how minor, are to be reported to job superintendent.
4. Trades' employees should be ready and working at their starting time.
5. Standard Operating Procedure in an eight-hour shift is as follows:
6. Trades are responsible for the daily cleanup including employee's lunch trash. There shall be no eating in the Garages. A final and daily pickup time should begin 10 minutes before quitting time.
7. Trade understands that residents are living near the job site. No fighting or loud & abusive language will be tolerated.
8. No weapons are allowed on the job site or within the Project boundary. Your signature acknowledges that you have read, understand and agree to the terms and conditions of this exhibit.

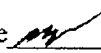
**SAFETY**

Trade shall provide a written safety program prior to beginning work at any Century Communities jobsite. Trade agrees to abide by any and all O.S.H.A. standards. Trade also agrees to attend all jobsite Safety Meetings to be held per Century Communities schedule. Trade further agrees to have a representative attend all weekly production meetings.

Initials: Contractor



Trade



**DIRECT000692**

## BILLING PROCEDURES

### 1. BILLING CHECKLIST - The following items must be included in each payment request.

- a. Executed Draw Schedule provided by Century Communities. (A copy of the Draw Schedule with both Century Communities signature and Trade's signature from the original Project Work Authorization).
- b. Subcontractor's original invoice.
- c. Labor release signed by all of those who worked on the project. (No Copies).
- d. Conditional/unconditional material release from your suppliers. All Trades must use a Century Communities release form (see attached). If the release is conditional, all checks will be joint issued with the supplier until an unconditional release is provided. In the past, voucher companies have questioned releases because a fine black pen was used for the signatures. These signatures often resemble photocopies, which are not acceptable. To avoid delay in payment, please use a blue ink pen so that the originality of the signature is beyond question.

### 2. BILLING PROCEDURE - The following procedure must be followed to ensure proper payment.

- a. Executed Draw Schedule must be submitted with invoice and appropriate releases. ( A copy of the Draw Schedule with both Century Communities signature and Trade's signature from the original Project Work Authorization)
  - b. All Billings/Change Orders must have Century Communities' Superintendent's signature and date as well as the Trade's signature on it prior to submission for payment. **SUPERINTENDENTS ARE NOT RESPONSIBLE FOR COORDINATING BILLING AND HAVE NO AUTHORITY TO AUTHORIZE WORK OR PAYMENT ON BEHALF OF DUNHILL HOMES. THEY CAN ONLY ACKNOWLEDGE THAT WORK HAS BEEN COMPLETED.**
  - c. Please bill retention separately upon completion of the work with unconditional releases attached. Retention is held up to thirty (30) days and is paid when approved by the Project Superintendent. Final approval for release of retention will be made by the Superintendent and Quality Control. Please staple your payment request documents together. This will help ensure that it will reach Dunhill Homes' accounting department intact. Submit paperwork to Century Communities at 6345 South Jones, Suite 400, Las Vegas, Nevada 89118.
3. Before processing a request for payment, the following items must be submitted to the Insurance Coordinator for Century Communities:
- a. A current Workers Compensation Certificate. (Must be original)
  - b. Proof of payment of Nevada Business Tax. (No faxes)
  - c. Proof of payment of State Unemployment Taxes. (No faxes)

## GENERAL INFORMATION

We process and file all information by property; therefore, it is necessary to note the address of each property (including lot/block and Phase) on all communication.

NOTE: All of the above must be satisfied. No payment will be made without the above information included in your payment request. There will be no exceptions. All releases and invoices must be originals (photocopies, carbons or faxes will not be accepted).

Century Communities



Trade



**DIRECT000693**

DO CONTRACT TO LAKE -1000 -049

SDP 8/27/15

PROPOSAL Rough

DATE: 8/24/2015  
TO: Century Communities  
PLAN DATE: 1/14/2015  
JOB NAME: Lot G-1  
LOCATION: Lake Las Vegas



2222 W. Cheyenne Ave N. Las Vegas, NV 89032  
Office: 702-636-5377 Fax: 702-636-5378  
License # 0053234 Limit \$3,200,000.00

**DESCRIPTION:**

MOBILIZE - ROUGH, NORMAL EXCAVATION, OVER EXCAVATION, HARD DIG, CHANNEL EXCAVATION, IMPORT PLACEMENT ( Material to be supplied by Century Communities ), SLOPE EXCAVATION, SLOPE FINISH, RETAINING WALL CUT BACK, PAD FINISH, SUB GRADE PREP PARKING AREAS

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
R1	MOBILIZE - ROUGH	1	EA	\$ 3,182.40	\$ 3,182.40
R6	NORMAL EXCAVATION	134,238	CY	\$ 1.99	\$ 267,133.62
R7	OVER EXCAVATION	48,358	CY	\$ 1.99	\$ 96,232.42
R8	HARD DIG	51,250	CY	\$ 6.35	\$ 325,437.50
R9	CHANNEL EXCAVATION	16,525	CY	\$ 2.90	\$ 47,922.50
R10	IMPORT PLACEMENT ( Material to be supplied by Century Communities )	30,000	CY	\$ 1.99	\$ 59,700.00
R11	SLOPE EXCAVATION	38,500	SF	\$ 2.90	\$ 111,650.00
R12	SLOPE FINISH	300,000	CY	\$ 0.24	\$ 72,000.00
R13	RETAINING WALL CUT BACK	18,500	CY	\$ 2.90	\$ 53,650.00
R14	PAD FINISH	49	EA	\$ 413.52	\$ 20,262.48
R15	SUB GRADE PREP PARKING AREAS	93,500	SF	\$ 0.12	\$ 11,220.00
R21	RIP RAP ( D50 = 6" @ 12" )	5,250	SF	\$ 10.00	\$ 52,500.00

Any additions to above quantities will be charged at unit price.

Total Proposal: \$ 1,120,890.92

**CONDITIONS**

If Proposal is accepted, entire proposal including all conditions and exclusions must be made part of contract. Prices are based upon asphalt and fuel prices. Any increase in asphalt or fuel prices may necessitate a surcharge relative to increase. Direct Grading & Paving will not be responsible for utilities improperly marked or placed. No retention on excavation and grading. Retention on improvements is due 30 days after final billing. Payment shall be made as the work progresses in the amount equal to the value of work done, less the sum of any previous payments. The entire amount of the contract is to be paid within 30 days after completion. All materials are to be specified; no guarantee of material prices beyond 30 days. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above specifications. Owners are to carry necessary insurance. Our workers are fully covered by Workman's compensation Insurance.

**EXCLUSIONS**

Engineering, testing, permits, barricades, flaggers, asphalt markings, and construction water. Security, if required, to be furnished by owner.

Acceptance of Proposal: The above prices specifications and conditions are satisfactory and are hereby accepted.

Direct Grading Paving is authorized to do the work as specified. Payments will be made outlined above.

Don Mayhall

Direct Grading and Paving (authorized signature)

Century Communities (authorized signature)

8/24/2015

Date

Date

DIRECT000694

DO CONTRACT TO LAKE-1000-050

PROPOSAL- Finish

DATE: 5/26/2015  
 TO: Century Communities  
 PLAN DATE: 1/14/2015  
 JOB NAME: Lot G-1  
 LOCATION: Lake Las Vegas



2222 W. Cheyenne Ave N. Las Vegas, NV 89032  
 Office: 702-636-5377 Fax: 702-636-5378  
 License # 0053234 Limit \$3,200,000.00

**DESCRIPTION:**

MOBILIZE - FINISH, SUB GRADE REPREP CURB, CURB GRADE TYPE II, SUB GRADE REPREP ONSITE, SUB GRADE REPREP OFFSITE, 4.5" TYPE II ONSITE, 4.5" TYPE II ONSITE ( Access Road ), 4.5" TYPE II OFFSITE ( Grand Mediterra ), SAW CUT/AC HAUL OFF, 2" A/C PAVING ONSITE, 2" A/C PAVING ONSITE ( Access Road ), 3" A/C PAVING ONSITE ( Grand Mediterra )

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
F1	MOBILIZE - FINISH 2-01-1300	1	EA	\$ 2,534.40	\$ 2,534.40
F2	SUB GRADE REPREP CURB 2-01-1100	7,176	LF	\$ 2.57	\$ 18,442.32
F3	CURB GRADE TYPE II 2-01-1100	7,176	LF	\$ 5.14	\$ 36,884.64
F4	SUB GRADE REPREP ONSITE 2-01-1300	85,281	SF	\$ 0.12	\$ 10,233.72
F5	SUB GRADE REPREP OFFSITE	8,219	SF	\$ 0.12	\$ 986.28
F6	4.5" TYPE II ONSITE	82,881	SF	\$ 0.61	\$ 50,557.41
F23	4.5" TYPE II ONSITE ( Access Road )	2,400	SF	\$ 0.64	\$ 1,536.00
F8	4.5" TYPE II OFFSITE ( Grand Mediterra )	8,219	SF	\$ 0.62	\$ 5,095.78
F9	SAW CUT/AC HAUL OFF	8,219	SF	\$ 0.67	\$ 5,506.73
F10	2" A/C PAVING ONSITE	82,881	SF	\$ 1.20	\$ 99,457.20
F11	2" A/C PAVING ONSITE ( Access Road )	2,400	SF	\$ 1.20	\$ 2,880.00
F12	3" A/C PAVING ONSITE ( Grand Mediterra ) ✓	8,219	SF	\$ 1.80	\$ 14,794.20
Total Proposal:					\$ 248,908.68

Any additions to above quantities will be charged at unit price.

Total Proposal:

\$ 248,908.68

**CONDITIONS**

If Proposal is accepted, entire proposal including all conditions and exclusions must be made part of contract. Prices are based upon asphalt and fuel prices. Any increase in asphalt or fuel prices may necessitate a surcharge relative to increase. Direct Grading & Paving will not be responsible for utilities improperly marked or placed. No retention on excavation and grading. Retention on improvements is due 30 days after final billing. Payment shall be made as the work progresses in the amount equal to the value of work done, less the sum of any previous payments. The entire amount of the contract is to be paid within 30 days after completion. All materials are to be specified; no guarantee of material prices beyond 30 days. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above specifications. Owners are to carry necessary insurance. Our workers are fully covered by Workman's compensation Insurance.

**EXCLUSIONS**

Lime stabilization, Engineering, testing, permits, barricades, flaggers, asphalt markings, and construction water. Security, if required, to be furnished by owner.

Acceptance of Proposal: The above prices specifications and conditions are satisfactory and are hereby accepted.  
 Direct Grading Paving is authorized to do the work as specified. Payments will be made outlined above.

**Don Mayhall**

Direct Grading and Paving

(authorized Signature)

Century Communities

(authorized Signature)

5/26/2015

Date

Date

**DIRECT000695**

DATE: 12/9/2016  
TO: Century Communities  
PLAN DATE: NA  
JOB NAME: Lot G-1  
LOCATION: Lake Las Vegas  
DESCRIPTION:



3741 Civic Center Drive Las Vegas, NV 89030  
Office: 702-636-5377 Fax: 702-636-5378  
License # 0053234 Limit \$3,200,000.00

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
CO 5	HAUL OFF OF EXCESS MATERIAL	12,990	CY	\$ 5.50	\$ 71,445.00

Any additions to above quantities will be charged at unit price.

\$ 71,445.00

\*\*\* NOTE \*\*\*\*

THIS CY TOTAL INCLUDES 866 LOADS @ 15CY PER LOAD DATED 11-11-16 THRU 12-1-16

SEE ATTACHED LOAD COUNT SHEETS

#### CONDITIONS

If Proposal is accepted, entire proposal including all conditions and exclusions must be made part of contract. Prices are based upon asphalt and fuel prices. Any increase in asphalt or fuel prices may necessitate a surcharge relative to increase. Direct Grading & Paving will not be responsible for utilities improperly marked or placed. No retention on excavation and grading. Retention on improvements is due 30 days after final billing. Payment shall be made as the work progresses in the amount equal to the value of work done, less the sum of any previous payments. The entire amount of the contract is to be paid within 30 days after completion. All materials are to be specified; no guarantee of material prices beyond 30 days. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above specifications. Owners are to carry necessary insurance. Our workers are fully covered by Workman's compensation Insurance.

#### EXCLUSIONS

Lime stabilization, Engineering, testing, permits, barricades, flaggers, asphalt markings, and construction water. Security, if required, to be furnished by owner.

Acceptance of Proposal: The above prices specifications and conditions are satisfactory and are hereby accepted.  
Direct Grading Paving is authorized to do the work as specified. Payments will be made outlined above.

**DON MAYHALL**

Direct Grading and Paving (authorized Signature)

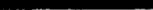
Century Communities (authorized Signature)

12/9/2016

Date

Date

**DIRECT000696**

The logo for Direct Grading & Paving is a black rectangular box with a white border. Inside the box, the word "DIRECT" is written in large, bold, white capital letters. Below it, the words "GRADING & PAVING" are written in smaller, white capital letters. To the right of the text is a large white arrow pointing to the right.

Bill To	
---------	--

Project
1518 - Parcel G

Item Code	Description	Quantity	Price Each	Amount
Channel Excavation	Channel Excavation	4,131.24828	2.90	1,980.62
Slope Repair	Slope Finish	55.885.41667	0.32209	8,000.00
Retaining Wall	Retaining Wall cut back	4,375.00612	3.06571	3,412.50
2222 W. Cheyenne North Las Vegas, NV 89032		<b>Total</b>		\$43,393.12

**DIRECT000697**



6345 So. Jones Blvd #400  
Las Vegas, NV 89118  
Ph : (702)873-5338

### Draw Schedule

To: Direct Grading & Paving  
2222 W. Cheyenne Avenue  
North Las Vegas, NV 89032

Order #: LAKE1000-049  
Date: 8/28/2015  
Job: LAKE-1000 Lake Las Vegas

Ship To:

Description: Rough Grading *INV# 2635*

Total Contract Amount	Total Amt Invoiced	Total Amount Paid	Total Retainage	% Complete
\$1,120,890.92	<i>433,931.12</i>			

Job	Cost Code	Description	Amount	% Comp	Amt Invoiced	Balance To Draw	Completed
LAKE-1000	2-01-0100	Mobilize-Rough	3,182.40			3,182.40	
LAKE-1000	2-01-0100	Normal Excavation	267,133.62			267,133.62	
LAKE-1000	2-01-0100	Over Excavation	96,232.42			96,232.42	
LAKE-1000	2-01-0100	Hard Dig	325,437.50			325,437.50	
LAKE-1000	2-01-0100	Channel Excavation	47,922.50	100	<i>11,980.62</i>	47,922.50	<i>47,922.50</i>
LAKE-1000	2-01-0100	Import Placement	59,700.00			59,700.00	
LAKE-1000	2-01-0100	Slope Excavation	111,650.00			111,650.00	
LAKE-1000	2-01-0100	Slope Finish	72,000.00	100	<i>18,000.00</i>	72,000.00	<i>72,000.00</i>
LAKE-1000	2-01-0100	Retaining wall cut back	53,650.00	100	<i>13,412.50</i>	53,650.00	<i>53,650.00</i>
LAKE-1000	2-01-0100	Pad Finish	20,262.48			20,262.48	
LAKE-1000	2-01-0100	Sub Grade Prep Parking Areas	11,220.00			11,220.00	
LAKE-1000	2-01-0500	Rip Rap (D50=6"@12")	52,500.00			52,500.00	

*Scott P. [Signature]*  
Totals: 1,120,890.92  
9/3/15  
Century Communities of Nevada, LLC  
Date  
Work Completed

0.00 1,120,890.92

*[Signature]*  
9-3-2015  
Direct Grading & Paving  
Date

**DIRECT000698**

**DIRECT GRADING AND PAVING  
CONDITIONAL WAIVER AND RELEASE  
UPON PROGRESS PAYMENT**

Property Name: Lake Las Vegas Parcel G

Property Number: LAKE8000-004

Undersigned's Customer: Century Communities

Invoice/Payment Application Number: 2635

Payment Amount: \$43,393.12

Upon receipt by the undersigned of a check in the above-referenced progress Payment Amount, payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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

Dated 12/15/2016

Direct Grading & Paving

By: Linda Middleton

Controller

**DIRECT000699**



### LABOR PAYMENT AFFIDAVIT

Property Name: Lake Las Vegas Parcel G

Property Location: SE Corner Lake Las Vegas Parkway & Grand Mediterra Blvd.

Undersigned's Customer: Century Communities

Payment Period Through: 12/10/16

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

SUBCONTRACTOR: DIRECT GRADING AND PAVING

BY: Linde Middleton

(Signature of Person Authorized to Sign for Subcontractor)

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

**IF YOU HAVE NOT BEEN PAID, DO NOT SIGN THIS AFFIDAVIT.**

The subcontractors and each of the undersigned indemnifies and agrees to defend all costs, losses, fees and expensed incurred by Direct Grading & Paving in the event that any representation or warranty or affirmation in this Labor Payment Affidavit is untrue.

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

LABORER'S NAME	DATE	LABORER'S SIGNATURE
WAYNE MORRISON	12.10.16	
BENJAMIN MARTINEZ	12.10.16	
JOSHUA CUSHING	12.10.16	
LEE BARRY	12.10.16	
Dustin Lounsbury	12.10.16	
Dustin Dreyer	12.10.16	
Richard Barry	12.10.16	

## OUT OF STOCK MATERIAL CERTIFICATION

**To:** Century Communities  
**Project:** Parcel G (Invoice #2635)  
**Project#:** LAKE8000-004  
**Period Ending:** December 10, 2016

The undersigned Subcontractor hereby certifies that the equipment, materials and supplies used on the above Improvement/Project were not purchased or acquire from a Materialman or Supplier, but were furnished by the Subcontractor, from his own supplies or warehouse. In addition, the undersigned warrants that all materials and labor placed by him in the aforesaid premises are free from any claims, liens or encumbrances and that payment has been made by the undersigned to all people working on this job entitled to compensation and to all Materialmen who may have supplied and/or delivered thereto.

DATED this 15th day of December, 2016

### MATERIAL OUT OF PAID STOCK

SUBCONTRACTOR  
DIRECT GRADING & PAVING

Linda Maddux

**By:**  
**Title:** Controller

**Address:**  
2222 W. Cheyenne Avenue  
North Las Vegas, NV 89032  
702-636-5377 Phone  
702-636-5378 Fax

This signer of this document swears under penalty of perjury that he/she is authorized to sign this certification

**DIRECT000701**

SEP

This Project Work Authorization ("PWA") is effective this 20th day of April, 2015, by and between CENTURY COMMUNITIES OF NEVADA, LLC., a Delaware limited liability company (Contractor) and Direct Grading & Paving (Subcontractor). All Work shall be performed in accordance with the terms and conditions set forth in the Master Subcontractor Agreement (MSA) between Contractor and Subcontractor dated 6/29/10, which is incorporated herein by reference. The following constitutes the construction services to be provided by Subcontractor to Contractor and specific information relating to the Work:

- 27-5119775

Initials: Contractor SDP Subcontractor AR

**DIRECT000702**

PWA # RR20100V-012 & 013

2. CONTRACTOR: CENTURY COMMUNITIES OF NEVADA, LLC.
3. LENDER:

- L. Subcontractor payment and performance bonds are (check one) ☐ required ☒ not required x
- M. No Other Agreements/Integration. This PWA and the documents incorporated by reference herein represent the entire agreement between the parties, and supersede all prior and contemporaneous agreements. This PWA may only be modified by mutual written agreement.

CONTRACTOR AND SUBCONTRACTOR CAREFULLY AND COMPLETELY READ THIS ENTIRE MASTER SUBCONTRACT AGREEMENT, UNDERSTAND THEIR RIGHTS AND OBLIGATIONS CONTAINED THEREIN, AND CERTIFY THAT THEY SIGN HAVING FULL AND COMPLETE AUTHORITY AFTER HAVING THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL.

CENTURY COMMUNITIES OF NEVADA, LLC.

Direct Grading & Paving

By: Scott Prokopchuk Date: 4/23/15  
~~6/26/14~~

Printed Name: Scott Prokopchuk

Its: Manager - Land Development

By: Diane Roney Date: 4/23/15

Printed Name: Diane Roney

Its: Controller

By: Don Boettcher Date:

Printed Name: Don Boettcher

Its: Division President

Initials: Contractor SOP Subcontractor DR

**DIRECT000703**

**Scope of Work**  
**Grading and Excavation**  
**Rhodes Ranch South Phase 5 by Century Communities of Nevada LLC**

The following is a general description of the work to be performed and methods to be used by Subcontractor. This is for clarification only and is not intended to be inclusive of all work to be performed under this Agreement. Any items not specifically described, which would normally be considered a part of this work, shall be so interpreted.

1. Subcontractor is responsible for calling in for line locations from local utility agencies. Any disturbance, disconnect or damage to any utility and/or irrigation lines caused by SUBCONTRACTOR shall be repaired or replaced by Subcontractor at Subcontractor's expense.
2. SUBCONTRACTOR shall schedule and be present for all inspections of SUBCONTRACTOR's work. SUBCONTRACTOR shall be liable for costs incurred for re-inspection of failed work.
3. Provide all barricades, trench plates, and required safeguards for pedestrian and/or vehicular traffic to insure that disruptions to such traffic are held to a minimum and coordinated with governing authorities.
4. Inspect existing survey control points, irons, stakes, swales, grading, benchmarks, property lines, etc. Any defects in existing work shall be immediately reported to the attention of the project manager.
5. Mass grade the entire project as identified on the approved grading plans, and subsequently finish grade the entire site to within the following specifications:
  - a. House pad grades - +/- 0.10 feet within design pad grade
  - b. Street grades -0.10 feet within design street sub-grade
  - c. Pads excavated 24 inches from finished blue top
6. Maintain pad grade and any deviations from pad grade shall be Subcontractor's responsibility to re-grade.
7. Use all legal and industry standard means necessary to grade the site to a completed and finished state suitable for other trades to continue the site development process. As per the plans, Subcontractor is to perform all grading functions including but not limited to:
  - a. Ripping, and/or rock hard-dig
  - b. Cut-backs for retaining walls
  - c. Import or export of material
  - d. Front setback cut-backs as directed by Dunhill Home's Representative

Century Communities of Nevada LLC



Direct Grading and Paving



8. Rock, caliche, ripping, and hard dig, is included as part of the contract total set forth in the Project Work Authorization included in this Agreement.
9. For character of soil, logs of borings, and general recommendations, refer to the soils report and any other related supplemental reports. A copy has been provided. Subcontractor is cautioned to make such independent investigations, as he deems necessary to satisfy himself as to all conditions, including subsurface conditions, under which he will perform the work.
10. All excavation material is considered unclassified material.
11. Any import material must be approved by the soils testing firm.
12. Filling, backfilling of retaining walls, excavation, over excavation and compaction if performed by SUBCONTRACTOR will be inspected by and shall be performed to meet the approval of the foundation and/or soils engineer. There will be no additional charges for work performed based on recommendations by the foundation and/or soils engineer.
13. Site grading involving construction of building pads and consisting of excavation and re-compaction of unsatisfactory soils and the already achieved final grade shall be performed in accordance with the soils report and as directed by the soils engineer. The excavation and re-compaction shall extend a minimum distance of five (5) feet beyond the furthest point of the slab, including driveways and block walls.
14. The foundation and/or soils engineer will advise the SUBCONTRACTOR on control of the moisture, limitation on use of various materials and methods of completion, all based on tests made during various stages of construction. If these tests indicate specified density is not being obtained, the material shall be re-compacted and retested. Costs of retesting shall be borne by the SUBCONTRACTOR.
15. OWNER shall pay for all testing and inspections of complete installation. The cost of all testing and inspections at material sources, and costs due to the retest of rejected work shall be borne by the SUBCONTRACTOR.
16. Keep excavations free from water until backfilling is complete. All water, including rainwater, encountered during the course of the excavation and substructure work shall be removed by the use of pumps, drains and other approved methods and delivered to an approved location.
17. Include all offsite and onsite sub-grade preparation and base material placement and compaction per the approved plans, specifications, soils reports and governmental agency requirements. All structural engineered fill requirements will be met as per soils report and approved by the soils engineer.
18. Bring all areas to sub-grade, properly compacted, to pass in lieu of Type I and II, when possible, and to provide, place and compact Type II aggregate if necessary for curb, valley

Century Communities of Nevada LLC

2 of 3

Direct Grading and Paving

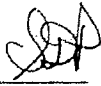
**DIRECT000705**

gutters and street areas. Valley gutters shall include hog-out and Type II.

19. SUBCONTRACTOR's work will be required to meet certification at completion of each individual phase of construction development. Certifications of horizontal and vertical elevations will be performed by Survey Engineers. Any corrective requirements will be corrected within 24 hours of notification.
20. Pumping areas – all areas identified to be “pumping”, will be over excavated, stabilized, and backfilled with compacted structural material at the direction of the soils engineer.
21. Erosion control – SUBCONTRACTOR shall take prudent action to protect the site against erosion and to repair any damage done to the site.
22. SUBCONTRACTOR shall use its best efforts for monitoring their portion of the Storm Water Pollution Prevention Plan to comply with Nevada EPA standards of the work area.
23. SUBCONTRACTOR is responsible for controlling dust conditions per Air Quality regulations as it pertains to its work. Any fines for non-compliance shall be the sole responsibility of the Subcontractor.
24. SUBCONTRACTOR shall make every effort possible to insure that the jobsite is constantly maintained in a safe and orderly condition.
25. SUBCONTRACTOR shall warranty all materials and workmanship for a minimum of one year (except where noted) from date of completion of work and/or for additional periods of time as required by governing agencies.
26. During the one-year SUBCONTRACTOR's warranty, Subcontractor has a period of 48 hours after notification by OWNER for response and corrective action. Subcontractor shall correct warranted work immediately.
27. Under no circumstances will any vehicle or equipment maintenance be permitted that could result in any type of oil spill or other contamination on the jobsite. Any contamination of the onsite area must be reported immediately to the proper authorities and handled in a proper manner.

**This Project Work Authorization supersedes all prior proposals, Contracts, Change Orders, Purchase Orders, and Project Work Authorizations.**

Century Communities of Nevada LLC

  
3 of 3

Direct Grading and Paving



**DIRECT000706**


## Scope of Work


### Paving

#### Rhodes Ranch South Phase 5 by Century Communities of Nevada LLC

The following is a general description of the work to be performed and methods to be used by the SUBCONTRACTOR. This is for clarification only and is not intended to be inclusive of all work to be performed under this Agreement. Any items not specifically described, which would normally be considered a part of this work, shall be so interpreted.

- A. SUBCONTRACTOR shall be responsible for protecting all existing concrete curbs, gutters, valley gutters, sidewalks and utilities. SUBCONTRACTOR shall be responsible for the cost associated with all concrete removal and replacement required as a result of damage from grading and paving operations.
- B. SUBCONTRACTOR shall supply and install required material. All WORK is to be performed in accordance to all applicable Governing Agencies standards, as they pertain to the WORK performed.
- C. SUBCONTRACTOR shall submit certified asphalt mix designs for approval to the CENTURY COMMUNITIES FIELD REPRESENTATIVE prior to beginning of paving operations.
- D. SUBCONTRACTOR shall be responsible for directly coordinating all government inspections. All overtime inspections unless requested by CENTURY COMMUNITIES FIELD REPRESENTATIVE will be the responsibility of the SUBCONTRACTOR and the costs related to.
- E. SUBCONTRACTOR shall be responsible for inspecting the temporary protection installed by others for all sewer and storm drain openings prior to beginning grading operations. In the event a storm drain or sewer cover is removed during grading operations and material is allowed to enter a storm drain or sewer, SUBCONTRACTOR shall be responsible for cleaning out the soil at no cost to CENTURY COMMUNITIES.
- F. SUBCONTRACTOR shall haul all excess pavement offsite to an approved landfill within 8 hours following completion of work.
- G. Prior to release of retention, the SUBCONTRACTOR shall be required to perform (at a minimum) the following tests:
  - 1. WATER FLOOD TEST: SUBCONTRACTOR shall be required to perform a water flood test for the purpose of determining any ponding locations that do not meet governing

Century Communities of Nevada LLC 

Direct Grading and Paving 

**DIRECT000707**

agencies standards. SUBCONTRACTOR shall be responsible for providing the water truck, operator and supervision required to perform the water flood test. CENTURY COMMUNITIES will provide potable water for the test. SUBCONTRACTOR shall be responsible to convey the water to the testing locations. CENTURY COMMUNITIES'S FIELD REPRESENTATIVE must be present during the testing. The SUBCONTRACTOR shall be required to correct excessive ponding to the satisfaction of the CENTURY COMMUNITIES'S FIELD REPRESENTATIVE.

2. ASPHALT THICKNESS and PROPERTIES: SUBCONTRACTOR shall be responsible for coring the asphalt for the purpose of determining conformance with the SPECIFICATIONS. Core locations are to follow all governing Government Agency guidelines. A representative from the SUBCONTRACTOR, inspecting agency, and CENTURY COMMUNITIES'S FIELD REPRESENTATIVE are to be present during the coring operations. All cores are to be immediately turned over to the soils engineer or Clark County Development Services for verification of asphalt thickness and properties. The SUBCONTRACTOR shall be required to correct any deficiencies in the asphalt thickness or properties from the results per the requirements set forth in the SPECIFICATIONS.

- H. SUBCONTRACTOR shall saw cut to a true, neat edge at all locations where matching into existing asphalt and coat exposed edge of asphalt.
- I. All workmanship and materials shall be in accordance with governing agencies, Nevada requirements, SPECIFICATIONS and details.
- J. SUBCONTRACTOR shall supply all Type I and/or Type II material. SUBCONTRACTOR shall submit certified material gradation designs for approval prior to beginning of paving operations as required or as requested. The PAVING SUBCONTRACTOR is responsible for all earth placed from the sub-base to the finished grade.
- K. Contract includes all offsite and onsite sub-grade preparation, base material placement and compaction per the approved plans, specifications, soils reports and governmental agency requirements.
- L. SUBCONTRACTOR shall provide saw-cutting, patching and any reworking of abutting surfaces, as required, insuring the new work joins and matches existing roadways.
- M. SUBCONTRACTOR shall protect freshly installed asphalt from adverse site and weather conditions. If asphalt is damaged due to

Century Communities of Nevada LLC



Direct Grading and Paving



**DIRECT000708**

SUBCONTRACTOR's neglect to protect his work, SUBCONTRACTOR shall replace damaged asphalt at SUBCONTRACTOR's expense.

- N. SUBCONTRACTOR shall install a surface-seal using a material approved by governmental agency. Paved surfaces must be thoroughly washed prior to the installation of the sealant.
- O. SUBCONTRACTOR agrees to warranty his work a period of one year beginning on the date of filing of Notice of Completion.
- P. Project Work Authorization includes Mobilization, Type II placed for all Onsite and Offsite curb, graded and compacted as required, Sub-grade Preparation for all Curb, Sub-grade Preparation for all Asphalt, 4" of Type II for all Interior Asphalt placed, 2" of Asphalt for all Interior areas as shown on approved Improvement Plans, 4" of Type II for all Asphalt placed on Hidden Mountain, 3" of Asphalt for all areas on Hidden Mountain as shown on approved Improvement Plans, and all Asphalt cutting and removal as required for a complete job.
- Q. **This Project Work Authorization supersedes all prior proposals, Contracts, Change Orders, Purchase Orders, and Project Work Authorizations.**

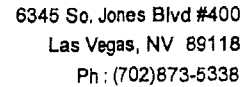
Century Communities of Nevada LLC



Direct Grading and Paving



**DIRECT000709**



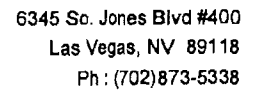
**To:** Direct Grading & Paving  
2222 W. Cheyenne Avenue  
North Las Vegas, NV 89032

**Date:** 4/20/2015

**Description:** Grading & Paving Contract

Job	Cost Code	Description	Amount	% Comp	Amt Invoiced	Balance To Draw	Completed
RR20-100V	2-01-0100	Normal Excavation	75,330.40			75,330.40	
RR20-100V	2-01-0100	Over Excavation	32,121.50			32,121.50	
RR20-100V	2-01-0100	Hard Dig	116,771.10			116,771.10	
RR20-100V	2-01-0100	Pad Finish (49 lots)	14,552.02			14,552.02	
RR20-100V	2-01-0100	Sub Grade Prep Parking Areas	6,216.00			6,216.00	

0.00 244,991.02  
*James T. [Signature]* 4/23/15  
 Direct Grading & Paving Date




**To:** Direct Grading & Paving  
2222 W. Cheyenne Avenue  
North Las Vegas, NV 89032

**Date:** 4/20/2015

**Ship To:**

Total Contract Amount	Total Amt Invoiced	Total Amount Paid	Total Retainage	% Complete
\$99,997.44				


 Totals: 99,997.44  
 4/23/15  
 Century Communities of Nevada, LLC  
 Date  
 Work Completed Date

Page 1 of 1

**DIRECT000711**

**Exhibit "E"**  
**Job Site Rules**

Attached to and made a part of the contract agreement is Century Communities "Job Site Rules".

Attached herein is a guideline for "Job Site Rules". These guidelines will be enforced by the project Superintendent.

It is the Trade's responsibility to read and adhere to those practices, which are applicable to their trade.

The following guidelines are to be adhered to at all times when on the Job site or within the boundaries of Century Communities property. Any infraction of these Rules could result in contract termination and/or cancellation from bidder list for future projects:

**Project Access:**

1. Starting time is determined by Job Superintendent, Monday through Friday.
2. All Trades & their employees are to use the construction access location as designated by the Construction Manager.
3. Trade's employees working at any Century Communities Project must show proof of auto insurance to Security Guards or Project Manager upon demand while on job site. Any Trade or their employee not able to show insurance will not be allowed on the project.
4. Joy Riding is not to be permitted. Trades' employees are to report to the job site directly. It is the Trade's responsibility to direct their employees to the Job site.

**Parking:**

1. Company vehicles are allowed near structure, for loading and unloading tools and material only.
2. All vehicles are to be parked away from structures so as not to interfere with access to same. No vehicle will be parked on or block a residents driveway or access. In the event we have too many vehicles parked in the streets, Trades' employees (non-essential vehicles) will be required to park at the construction access and carpool to job site.
3. Trades acknowledge that under no circumstance are any vehicles to be parked on the driveway. If Trade or any of his employees violate this rule and any damage occurs, including but not limited to oil stains, the Trade will be held liable for repair and/or replacement as required.

**General:**

1. Consumption of Alcohol and/or Drugs **WILL NOT** be tolerated by anyone at the job site or within the project boundaries.
2. No Radios or tapes players of any kind including headset types are allowed on the project.
3. All accidents, no matter how minor, are to be reported to job superintendent.
4. Trades' employees should be ready and working at their starting time.
5. Standard Operating Procedure in an eight-hour shift is as follows:
6. Trades are responsible for the daily cleanup including employee's lunch trash. There shall be no eating in the Garages. A final and daily pickup time should begin 10 minutes before quitting time.
7. Trade understands that residents are living near the job site. No fighting or loud & abusive language will be tolerated.
8. No weapons are allowed on the job site or within the Project boundary. Your signature acknowledges that you have read, understand and agree to the terms and conditions of this exhibit.

**SAFETY**

Trade shall provide a written safety program prior to beginning work at any Century Communities jobsite. Trade agrees to abide by any and all O.S.H.A. standards. Trade also agrees to attend all jobsite Safety Meetings to be held per Century Communities schedule. Trade further agrees to have a representative attend all weekly production meetings.

Initials: Contractor  Trade 

**DIRECT000712**

## BILLING PROCEDURES

### 1. BILLING CHECKLIST - The following items must be included in each payment request.

- a. Executed Draw Schedule provided by Century Communities. (A copy of the Draw Schedule with both Century Communities signature and Trade's signature from the original Project Work Authorization).
- b. Subcontractor's original invoice.
- c. Labor release signed by all of those who worked on the project. (No Copies).
- d. Conditional/unconditional material release from your suppliers. All Trades must use a Century Communities release form (see attached). If the release is conditional, all checks will be joint issued with the supplier until an unconditional release is provided. In the past, voucher companies have questioned releases because a fine black pen was used for the signatures. These signatures often resemble photocopies, which are not acceptable. To avoid delay in payment, please use a blue ink pen so that the originality of the signature is beyond question.

### 2. BILLING PROCEDURE – The following procedure must be followed to ensure proper payment.

- a. Executed Draw Schedule must be submitted with invoice and appropriate releases. ( A copy of the Draw Schedule with both Century Communities signature and Trade's signature from the original Project Work Authorization)
  - b. All Billings/Change Orders must have Century Communities' Superintendent's signature and date as well as the Trade's signature on it prior to submission for payment. **SUPERINTENDENTS ARE NOT RESPONSIBLE FOR COORDINATING BILLING AND HAVE NO AUTHORITY TO AUTHORIZE WORK OR PAYMENT ON BEHALF OF DUNHILL HOMES. THEY CAN ONLY ACKNOWLEDGE THAT WORK HAS BEEN COMPLETED.**
  - c. Please bill retention separately upon completion of the work with unconditional releases attached. Retention is held up to thirty (30) days and is paid when approved by the Project Superintendent. Final approval for release of retention will be made by the Superintendent and Quality Control. Please staple your payment request documents together. This will help ensure that it will reach Dunhill Homes' accounting department intact. Submit paperwork to Century Communities at 6345 South Jones, Suite 400, Las Vegas, Nevada 89118.
- ### 3. Before processing a request for payment, the following items must be submitted to the Insurance Coordinator for Century Communities:
- a. A current Workers Compensation Certificate. (Must be original)
  - b. Proof of payment of Nevada Business Tax. (No faxes)
  - c. Proof of payment of State Unemployment Taxes. (No faxes)

## GENERAL INFORMATION

We process and file all information by property; therefore, it is necessary to note the address of each property (including lot/block and Phase) on all communication.

NOTE: All of the above must be satisfied. No payment will be made without the above information included in your payment request. There will be no exceptions. All releases and invoices must be originals (photocopies, carbons or faxes will not be accepted).

Century Communities



Trade



**DIRECT000713**

## PROPOSAL Rough

DATE: 4/14/2015  
 TO: Century Communities  
 PLAN DATE: 1/21/2015  
 JOB NAME: Rhodes Ranch South Phase V  
 LOCATION: Rhodes Ranch



2222 W. Cheyenne Ave N. Las Vegas, NV 89032

Office: 702-636-5377 Fax: 702-636-5378

License # 0053234 Limit \$3,200,000.00

## DESCRIPTION:

, NORMAL EXCAVATION, OVER EXCAVATION, HARD DIG, EXPORT ( TO BE STOCKPILED ONSITE ) , PAD FINISH ( Residential ) , SUB GRADE PREP PARKING AREAS

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
R6	NORMAL EXCAVATION	44,312	CY	\$ 1.70	\$ 75,330.40
R7	OVER EXCAVATION	18,895	CY	\$ 1.70	\$ 32,121.50
R8	HARD DIG	18,895	CY	\$ 6.18	\$ 116,771.10
R10	EXPORT ( TO BE STOCKPILED ONSITE )	30,000	CY	NC	NC
R13	PAD FINISH ( Residential )	49	EA	\$ 296.98	\$ 14,552.02
R15	SUB GRADE PREP PARKING AREAS	44,400	SF	\$ 0.14	\$ 6,216.00

Any additions to above quantities will be charged at unit price.

Total Proposal:

\$ 244,991.02

2-01-0100

## CONDITIONS

If Proposal is accepted, entire proposal including all conditions and exclusions must be made part of contract. Prices are based upon asphalt and fuel prices. Any increase in asphalt or fuel prices may necessitate a surcharge relative to increase. Direct Grading & Paving will not be responsible for utilities improperly marked or placed. No retention on excavation and grading. Retention on improvements is due 30 days after final billing. Payment shall be made as the work progresses in the amount equal to the value of work done, less the sum of any previous payments. The entire amount of the contract is to be paid within 30 days after completion. All materials are to be specified; no guarantee of material prices beyond 30 days. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above specifications. Owners are to carry necessary insurance. Our workers are fully covered by Workman's compensation insurance.

## EXCLUSIONS

Engineering, testing, permits, barricades, flaggers, asphalt markings, and construction water. Security, if required, to be furnished by owner.

Acceptance of Proposal: The above prices specifications and conditions are satisfactory and are hereby accepted.

Direct Grading Paving is authorized to do the work as specified. Payments will be made outlined above.

Mel Westwood

Direct Grading and Paving

(authorized signature)

Century Communities

(authorized signature)

4/14/2015

Date

Date

DO CONTRACT TO  
 RR20-100V-012

SWP  
 4/14/15

DIRECT000714

## PROPOSAL- Finish

DATE: 4/14/2015  
 TO: Century Communities  
 PLAN DATE: 1/21/2015  
 JOB NAME: Rhodes Ranch South Phase V  
 LOCATION: Rhodes Ranch



2222 W. Cheyenne Ave N. Las Vegas, NV 89032  
 Office: 702-636-5377 Fax: 702-636-5378  
 License # 0053234 Limit \$3,200,000.00

## DESCRIPTION:

, SUB GRADE REPREP CURB, CURB GRADE TYPE II, SUB GRADE REPREP ONSITE, 4" TYPE II ONSITE, 2" A/C PAVING ONSITE, SAWCUT /AC HAUL OFF

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
F2	SUB GRADE REPREP CURB 2-01-1300	3,191	LF	\$ 2.59	\$ 8,264.69
F3	CURB GRADE TYPE II 2-01-1100	3,191	SF	\$ 2.00	\$ 6,382.00
F4	SUB GRADE REPREP ONSITE 2-01-1100	45,805	SF	\$ 0.12	\$ 5,496.60
F5	4" TYPE II ONSITE 2-01-1300	45,805	SF	\$ 0.43	\$ 19,696.15
F6	2" A/C PAVING ONSITE	45,805	SF	\$ 1.20	\$ 54,966.00
F10	SAWCUT /AC HAUL OFF ✓	23,600	SF	\$ 0.22	\$ 5,192.00
Total Proposal:					\$ 99,997.44

Any additions to above quantities will be charged at unit price.

## CONDITIONS

If Proposal is accepted, entire proposal including all conditions and exclusions must be made part of contract. Prices are based upon asphalt and fuel prices. Any increase in asphalt or fuel prices may necessitate a surcharge relative to increase. Direct Grading & Paving will not be responsible for utilities improperly marked or placed. No retention on excavation and grading. Retention on improvements is due 30 days after final billing. Payment shall be made as the work progresses in the amount equal to the value of work done, less the sum of any previous payments. The entire amount of the contract is to be paid within 30 days after completion. All materials are to be specified; no guarantee of material prices beyond 30 days. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above specifications. Owners are to carry necessary insurance. Our workers are fully covered by Workman's compensation Insurance.

## EXCLUSIONS

Lime stabilization, Engineering, testing, permits, barricades, flaggers, asphalt markings, and construction water. Security, if required, to be furnished by owner.

Acceptance of Proposal: The above prices specifications and conditions are satisfactory and are hereby accepted.  
 Direct Grading Paving is authorized to do the work as specified. Payments will be made outlined above.

**Mel Westwood**

Direct Grading and Paving (authorized Signature)

Century Communities (authorized Signature)

**4/14/2015**

Date

Date

**DIRECT000715**

PWA #INSP1000-056

SDP

**CENTURY COMMUNITIES OF NEVADA, LLC. PROJECT WORK AUTHORIZATION  
(LAND DEVELOPMENT)**

This Project Work Authorization ("PWA") is effective this 17<sup>th</sup> day of February, 2016, by and between CENTURY COMMUNITIES OF NEVADA, LLC, a Delaware limited liability company (Contractor) and Direct Grading and Paving (Subcontractor). All Work shall be performed in accordance with the terms and conditions set forth in the Master Subcontractor Agreement (MSA) between Contractor and Subcontractor dated 6/29/10, which is incorporated herein by reference. The following constitutes the construction services to be provided by Subcontractor to Contractor and specific information relating to the Work:

- |   |   |
|---|---|
| A. Project: Inspirada Pod 3-2   | Owner/s: Century Communities of Nevada, LLC.        |
| B. Scope of Work: Rough Grading   | Exhibit A   |
| C. Contract Amount/Schedule of Values/Draw Schedule:  | Exhibit B   |
| D. Material Schedule  | Exhibit D    Applicable            Not Applicable x |
| E. Job Site Rules   | Exhibit E   |
| F. Subcontractor Contacts   | Exhibit F   |
| G. Contract Documents: All Work shall be in accordance with the following Contract Documents: |   |

1. Civil Engineering Improvement Plans: Inspirada Pod 3-2 by SHG
2. Structural Engineering Plans: N/A
3. Dry Utility Provider Plan/s: N/A
4. Geo Technical Report/s: GeoTek Project No. II096-LVR6
5. MSA
6. PWA
7. Plans and Specifications

NOTE: The Contract Documents *do not include* Contractor's bidding requirements, advertisement, invitation to bid, Instructions to Bidders, sample forms, bid addenda relating to bidding requirements or Subcontractor's proposal.

- H. Order of Precedence: In the event of any conflicts or inconsistencies that cannot be resolved by reading the Contract Documents as a whole, the provisions of the Contract Documents shall be controlling in accordance with the following order of precedence:

1. Codes, ordinances and legislative acts
2. Agency Standards and Specifications
3. MSA
4. PWA
5. Civil /Structural Engineering Plans

- I. Contractor Information:

Mailing Address: 6345 South Jones, Suite 400 Las Vegas, Nevada 89118  
Attention: Scott Prokopchuk  
Office Phone: (702) 873-5338 Office Fax: (702) 730-4303  
Nevada Contractor's License #: 0079090

- J. Subcontractor Required Information:

Subcontractor Legal Name: Direct Grading and Paving  
Street Address: 2222 W. Cheyenne Avenue  
Mailing Address: North Las Vegas, NV 89032  
Attention: Mel Westwood  
Telephone: (702) 636-5377 Fax: (702) 636 5378  
Email: mel@directgrading.com  
Applicable Contractor's License #: 0053234  
Federal Tax ID#: 27-5119775  
Auto Insurance Policy Certificate ☒  
Subcontractor's Safety Manuals ☒

Applicable Business License ☒  
Federal W-9 ☒  
Worker's Comp Certificate ☒

- J. Delay Liquidated Damages. Subcontractor shall complete its part of the Work in accordance with Work Schedule. In the event the Subcontractor does not complete its work timely which results in extending the completion date, Subcontractor shall pay Contractor's actual damages including any liquidated damages payable to Owner of \$ N/A per day beyond the original completion date as specified by the Work Schedule.

- K. Additional Insured Required for MSA Section 3.3 Insurance:

1. OWNER: Century Communities of Nevada, LLC.
2. CONTRACTOR: CENTURY COMMUNITIES OF NEVADA, LLC
3. LENDER:

PWA #INSP1000-056

- L. Subcontractor payment and performance bonds are (check one)      required      not required ☒ x
- M. No Other Agreements/Integration. This PWA and the documents incorporated by reference herein represent the entire agreement between the parties, and supersede all prior and contemporaneous agreements. This PWA may only be modified by mutual written agreement.

CONTRACTOR AND SUBCONTRACTOR CAREFULLY AND COMPLETELY READ THIS ENTIRE MASTER SUBCONTRACT AGREEMENT, UNDERSTAND THEIR RIGHTS AND OBLIGATIONS CONTAINED THEREIN, AND CERTIFY THAT THEY SIGN HAVING FULL AND COMPLETE AUTHORITY AFTER HAVING THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL.

CENTURY COMMUNITIES OF NEVADA, LLC.

By: Scott Prokopchuk Date: 4/6/16

Printed Name: Scott Prokopchuk

Its: Manager - Land Development

By: [Signature] Date: 4/7/16

Printed Name: Don Buettcher Rick Barron

Its: Division President V.P. of Land

By: [Signature] Date: 2-23-2016

Printed Name: [Signature]

Its: member


Initials: Contractor [Signature] Subcontractor [Signature]


**DIRECT000717**

**Scope of Work**  
**Grading and Excavation**  
**Inspirada Pod 3-2 by Century Communities of Nevada LLC**

The following is a general description of the work to be performed and methods to be used by Subcontractor. This is for clarification only and is not intended to be inclusive of all work to be performed under this Agreement. Any items not specifically described, which would normally be considered a part of this work, shall be so interpreted.

1. Subcontractor is responsible for calling in for line locations from local utility agencies. Any disturbance, disconnect or damage to any utility and/or irrigation lines caused by SUBCONTRACTOR shall be repaired or replaced by Subcontractor at Subcontractor's expense.
2. SUBCONTRACTOR shall schedule and be present for all inspections of SUBCONTRACTOR's work. SUBCONTRACTOR shall be liable for costs incurred for re-inspection of failed work.
3. Provide all barricades, trench plates, and required safeguards for pedestrian and/or vehicular traffic to insure that disruptions to such traffic are held to a minimum and coordinated with governing authorities.
4. Inspect existing survey control points, irons, stakes, swales, grading, benchmarks, property lines, etc. Any defects in existing work shall be immediately reported to the attention of the project manager.
5. Mass grade the entire project as identified on the approved grading plans, and subsequently finish grade the entire site to within the following specifications:
  - a. House pad grades - +/- 0.10 feet within design pad grade
  - b. Street grades -0.10 feet within design street sub-grade
  - c. Pads excavated 24 inches from finished blue top
6. Maintain pad grade and any deviations from pad grade shall be Subcontractor's responsibility to re-grade.
7. Use all legal and industry standard means necessary to grade the site to a completed and finished state suitable for other trades to continue the site development process. As per the plans, Subcontractor is to perform all grading functions including but not limited to:
  - a. Ripping, and/or rock hard-dig
  - b. Cut-backs for retaining walls
  - c. Import or export of material
  - d. Front setback cut-backs as directed by Century Communities of Nevada Representative

Century Communities of Nevada LLC 

Direct Grading and Paving 

8. Rock, caliche, ripping, and hard dig, is included as part of the contract total set forth in the Project Work Authorization included in this Agreement.
9. For character of soil, logs of borings, and general recommendations, refer to the soils report and any other related supplemental reports. A copy has been provided. Subcontractor is cautioned to make such independent investigations, as he deems necessary to satisfy himself as to all conditions, including subsurface conditions, under which he will perform the work.
10. All excavation material is considered unclassified material.
11. Any import material must be approved by the soils testing firm.
12. Filling, backfilling of retaining walls, excavation, over excavation and compaction if performed by SUBCONTRACTOR will be inspected by and shall be performed to meet the approval of the foundation and/or soils engineer. There will be no additional charges for work performed based on recommendations by the foundation and/or soils engineer.
13. Site grading involving construction of building pads and consisting of excavation and re-compaction of unsatisfactory soils and the already achieved final grade shall be performed in accordance with the soils report and as directed by the soils engineer. The excavation and re-compaction shall extend a minimum distance of five (5) feet beyond the furthest point of the slab, including driveways and block walls.
14. The foundation and/or soils engineer will advise the SUBCONTRACTOR on control of the moisture, limitation on use of various materials and methods of completion, all based on tests made during various stages of construction. If these tests indicate specified density is not being obtained, the material shall be re-compacted and retested. Costs of retesting shall be borne by the SUBCONTRACTOR.
15. OWNER shall pay for all testing and inspections of complete installation. The cost of all testing and inspections at material sources, and costs due to the retest of rejected work shall be borne by the SUBCONTRACTOR.
16. Keep excavations free from water until backfilling is complete. All water, including rainwater, encountered during the course of the excavation and substructure work shall be removed by the use of pumps, drains and other approved methods and delivered to an approved location.
17. Include all offsite and onsite sub-grade preparation and base material placement and compaction per the approved plans, specifications, soils reports and governmental agency requirements. All structural engineered fill requirements will be met as per soils report and approved by the soils engineer.
18. Bring all areas to sub-grade, properly compacted, to pass in lieu of Type I and II, when possible, and to provide, place and compact Type II aggregate if necessary for curb, valley gutters and street areas. Valley gutters shall include hog-out and Type II.

Century Communities of Nevada LLC

2 of 3

Direct Grading and Paving

**DIRECT000719**

19. SUBCONTRACTOR's work will be required to meet certification at completion of each individual phase of construction development. Certifications of horizontal and vertical elevations will be performed by Survey Engineers. Any corrective requirements will be corrected within 24 hours of notification.
20. Pumping areas – all areas identified to be “pumping”, will be over excavated, stabilized, and backfilled with compacted structural material at the direction of the soils engineer.
21. Erosion control – SUBCONTRACTOR shall take prudent action to protect the site against erosion and to repair any damage done to the site.
22. SUBCONTRACTOR shall use its best efforts for monitoring their portion of the Storm Water Pollution Prevention Plan to comply with Nevada EPA standards of the work area.
23. SUBCONTRACTOR is responsible for controlling dust conditions per Air Quality regulations as it pertains to its work. Any fines for non-compliance shall be the sole responsibility of the Subcontractor.
24. SUBCONTRACTOR shall make every effort possible to insure that the jobsite is constantly maintained in a safe and orderly condition.
25. SUBCONTRACTOR shall warranty all materials and workmanship for a minimum of one year (except where noted) from date of completion of work and/or for additional periods of time as required by governing agencies.
26. During the one-year SUBCONTRACTOR's warranty, Subcontractor has a period of 48 hours after notification by OWNER for response and corrective action. Subcontractor shall correct warranted work immediately.
27. Under no circumstances will any vehicle or equipment maintenance be permitted that could result in any type of oil spill or other contamination on the jobsite. Any contamination of the onsite area must be reported immediately to the proper authorities and handled in a proper manner.

**This Project Work Authorization supersedes all prior proposals, Contracts, Change Orders, Purchase Orders, and Project Work Authorizations.**

Century Communities of Nevada LLC



3 of 3

Direct Grading and Paving



**DIRECT000720**



6345 So. Jones Blvd #400  
Las Vegas, NV 89118  
Ph : (702)873-5338

### Draw Schedule

To: Direct Grading & Paving  
2222 W. Cheyenne Avenue  
North Las Vegas, NV 89032

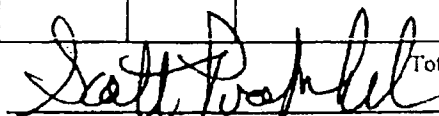
Order #: INSP1000-056  
Date: 2/15/2016  
Job: INSP-1000 Inspirada

Ship To:

Description: Rough Grading

Total Contract Amount	Total Amt Invoiced	Total Amount Paid	Total Retainage	% Complete
\$439,820.16				

Job	Cost Code	Description	Amount	% Comp	Amt Invoiced	Balance To Draw	Completed
INSP-1000	2-01-0100	Mobilize - Rough	2,908.80			2,908.80	
INSP-1000	2-01-0100	Track Out Pads	2,090.80			2,090.80	
INSP-1000	2-01-0100	Normal Excavation	43,020.00			43,020.00	
INSP-1000	2-01-0100	Import (placement only)	290,000.00			290,000.00	
INSP-1000	2-01-0100	PAD Finish (Residential)	58,190.16			58,190.16	
INSP-1000	2-01-0100	SUB Grade PREP Parking Areas	43,610.40			43,610.40	

  
Century Communities of Nevada, LLC  
Work Completed

Totals: 439,820.16  
4/6/16  
Date

0.00 439,820.16

  
Direct Grading & Paving  
Date

2-23-2016  
Date

**DIRECT000721**

**Exhibit "E"**  
**Job Site Rules**

Attached to and made a part of the contract agreement is Century Communities "Job Site Rules".

Attached herein is a guideline for "Job Site Rules". These guidelines will be enforced by the project Superintendent.

It is the Trade's responsibility to read and adhere to those practices, which are applicable to their trade.

The following guidelines are to be adhered to at all times when on the Job site or within the boundaries of Century Communities property. Any infraction of these Rules could result in contract termination and/or cancellation from bidder list for future projects:

**Project Access:**

1. Starting time is determined by Job Superintendent, Monday through Friday.
2. All Trades & their employees are to use the construction access location as designated by the Construction Manager.
3. Trade's employees working at any Century Communities Project must show proof of auto insurance to Security Guards or Project Manager upon demand while on job site. Any Trade or their employee not able to show insurance will not be allowed on the project.
4. Joy Riding is not to be permitted. Trades' employees are to report to the job site directly. It is the Trade's responsibility to direct their employees to the Job site.

**Parking:**

1. Company vehicles are allowed near structure, for loading and unloading tools and material only.
2. All vehicles are to be parked away from structures so as not to interfere with access to same. No vehicle will be parked on or block a residents driveway or access. In the event we have too many vehicles parked in the streets, Trades' employees (non-essential vehicles) will be required to park at the construction access and carpool to job site.
3. Trades acknowledge that under no circumstance are any vehicles to be parked on the driveway. If Trade or any of his employees violate this rule and any damage occurs, including but not limited to oil stains, the Trade will be held liable for repair and/or replacement as required.

**General:**

1. Consumption of Alcohol and/or Drugs **WILL NOT** be tolerated by anyone at the job site or within the project boundaries.
2. No Radios or tapes players of any kind including headset types are allowed on the project.
3. All accidents, no matter how minor, are to be reported to job superintendent.
4. Trades' employees should be ready and working at their starting time.
5. Standard Operating Procedure in an eight-hour shift is as follows:
6. Trades are responsible for the daily cleanup including employee's lunch trash. There shall be no eating in the Garages. A final and daily pickup time should begin 10 minutes before quitting time.
7. Trade understands that residents are living near the job site. No fighting or loud & abusive language will be tolerated.
8. No weapons are allowed on the job site or within the Project boundary. Your signature acknowledges that you have read, understand and agree to the terms and conditions of this exhibit.

**SAFETY**

Trade shall provide a written safety program prior to beginning work at any Century Communities jobsite. Trade agrees to abide by any and all O.S.H.A. standards. Trade also agrees to attend all jobsite Safety Meetings to be held per Century Communities schedule. Trade further agrees to have a representative attend all weekly production meetings.

Initials: Contractor



Trade



**DIRECT000722**

## BILLING PROCEDURES

### 1. BILLING CHECKLIST - The following items must be included in each payment request.

- a. Executed Draw Schedule provided by Century Communities. (A copy of the Draw Schedule with both Century Communities signature and Trade's signature from the original Project Work Authorization).
- b. Subcontractor's original invoice.
- c. Labor release signed by all of those who worked on the project. (No Copies).
- d. Conditional/unconditional material release from your suppliers. All Trades must use a Century Communities release form (see attached). If the release is conditional, all checks will be joint issued with the supplier until an unconditional release is provided. In the past, voucher companies have questioned releases because a fine black pen was used for the signatures. These signatures often resemble photocopies, which are not acceptable. To avoid delay in payment, please use a blue ink pen so that the originality of the signature is beyond question.

### 2. BILLING PROCEDURE - The following procedure must be followed to ensure proper payment.

- a. Executed Draw Schedule must be submitted with invoice and appropriate releases. ( A copy of the Draw Schedule with both Century Communities signature and Trade's signature from the original Project Work Authorization)
  - b. All Billings/Change Orders must have Century Communities' Superintendent's signature and date as well as the Trade's signature on it prior to submission for payment. **SUPERINTENDENTS ARE NOT RESPONSIBLE FOR COORDINATING BILLING AND HAVE NO AUTHORITY TO AUTHORIZE WORK OR PAYMENT ON BEHALF OF DUNHILL HOMES. THEY CAN ONLY ACKNOWLEDGE THAT WORK HAS BEEN COMPLETED.**
  - c. Please bill retention separately upon completion of the work with unconditional releases attached. Retention is held up to thirty (30) days and is paid when approved by the Project Superintendent. Final approval for release of retention will be made by the Superintendent and Quality Control. Please staple your payment request documents together. This will help ensure that it will reach Dunhill Homes' accounting department intact. Submit paperwork to Century Communities at 6345 South Jones, Suite 400, Las Vegas, Nevada 89118.
- ### 3. Before processing a request for payment, the following items must be submitted to the Insurance Coordinator for Century Communities:
- a. A current Workers Compensation Certificate. (Must be original)
  - b. Proof of payment of Nevada Business Tax. (No faxes)
  - c. Proof of payment of State Unemployment Taxes. (No faxes)

## GENERAL INFORMATION

We process and file all information by property; therefore, it is necessary to note the address of each property (including lot/block and Phase) on all communication.

NOTE: All of the above must be satisfied. No payment will be made without the above information included in your payment request. There will be no exceptions. All releases and invoices must be originals (photocopies, carbons or faxes will not be accepted).

Century Communities



Trade



**DIRECT000723**

PROPOSAL Rough

DATE: 2/11/2016  
 TO: Century Communities  
 PLAN DATE: 7/28/2015  
 JOB NAME: Inspirada Pod 3-2  
 LOCATION: Bicentennial & Via Firenze



2222 W. Cheyenne Ave N. Las Vegas, NV 89032  
 Office: 702-636-5377 Fax: 702-636-5378  
 License # 0053234 Limit \$3,200,000.00

*JSP*  
 2/12/16

DESCRIPTION:

MOBILIZE - ROUGH, TRACK OUT PADS, NORMAL EXCAVATION, IMPORT ( Placement only, material supplied by Century ), PAD FINISH ( Residential ), SUB GRADE PREP PARKING AREAS

*DO CONTRACT TO INSP-1000 2-01-0100*

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
R1	MOBILIZE - ROUGH	1	LS	\$ 2,908.80	\$ 2,908.80
R3	TRACK OUT PADS	2	EA	\$ 1,045.40	\$ 2,090.80
R6	NORMAL EXCAVATION	18,000	CY	\$ 2.39	\$ 43,020.00
R9	IMPORT ( Placement only, material supplied by Century )	145,000	CY	\$ 2.00	\$ 290,000.00
R13	PAD FINISH ( Residential )	168	CY	\$ 346.37	\$ 58,190.16
R15	SUB GRADE PREP PARKING AREAS	218,052	SF	\$ 0.20	\$ 43,610.40

Any additions to above quantities will be charged at unit price.

Total Proposal:

\$ 439,820.16

CONDITIONS

If Proposal is accepted, entire proposal including all conditions and exclusions must be made part of contract. Prices are based upon asphalt and fuel prices. Any increase in asphalt or fuel prices may necessitate a surcharge relative to increase. Direct Grading & Paving will not be responsible for utilities improperly marked or placed. No retention on excavation and grading. Retention on improvements is due 30 days after final billing. Payment shall be made as the work progresses in the amount equal to the value of work done, less the sum of any previous payments. The entire amount of the contract is to be paid within 30 days after completion. All materials are to be specified; no guarantee of material prices beyond 30 days. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above specifications. Owners are to carry necessary insurance. Our workers are fully covered by Workman's compensation Insurance.

EXCLUSIONS

Engineering, testing, permits, barricades, flaggers, asphalt markings, and construction water. Security, if required, to be furnished by owner.

Acceptance of Proposal: The above prices specifications and conditions are satisfactory and are hereby accepted.

Direct Grading Paving is authorized to do the work as specified. Payments will be made outlined above.

**DON MAYHALL**

Direct Grading and Paving (authorized signature)

Century Communities (authorized signature)

2/11/2016

Date

Date

**DIRECT000724**

PROPOSAL- Finish

DATE: 8/5/2015  
 TO: Century Communities  
 PLAN DATE: 7/28/2015  
 JOB NAME: Inspira Pod 3-2  
 LOCATION: Bicentennial & Via Firenze



2222 W. Cheyenne Ave N. Las Vegas, NV 89032  
 Office: 702-636-5377 Fax: 702-636-5378  
 License # 0053234 Limit \$3,200,000.00

DESCRIPTION:

MOBILIZE - FINISH, SUB GRADE REPREP CURB, CURB GRADE TYPE II, SUB GRADE REPREP ONSITE, 4" TYPE II ONSITE, 2" A/C PAVING ONSITE

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
F1	MOBILIZE - FINISH 2-01-1300	1	LLS	\$ 1,267.20	\$ 1,267.20
F2	SUB GRADE REPREP CURB 1100	13,316	LF	\$ 1.99	\$ 26,498.84
F3	CURB GRADE TYPE II 1100	13,316	LF	\$ 4.98	\$ 66,313.68
F4	SUB GRADE REPREP ONSITE 1300	218,052	SF	\$ 0.13	\$ 28,346.76
F6	4" TYPE II ONSITE 1300	218,052	SF	\$ 0.48	\$ 104,664.96
F10	2" A/C PAVING ONSITE 1300	218,052	SF	\$ 1.20	\$ 261,662.40
Any additions to above quantities will be charged at unit price. Total Proposal:					\$ 488,753.84

CONDITIONS

If Proposal is accepted, entire proposal including all conditions and exclusions must be made part of contract. Prices are based upon asphalt and fuel prices. Any increase in asphalt or fuel prices may necessitate a surcharge relative to increase. Direct Grading & Paving will not be responsible for utilities improperly marked or placed. No retention on excavation and grading. Retention on improvements is due 30 days after final billing. Payment shall be made as the work progresses in the amount equal to the value of work done, less the sum of any previous payments. The entire amount of the contract is to be paid within 30 days after completion. All materials are to be specified; no guarantee of material prices beyond 30 days. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above specifications. Owners are to carry necessary insurance. Our workers are fully covered by Workman's compensation insurance.

EXCLUSIONS

Lime stabilization, Engineering, testing, permits, barricades, flaggers, asphalt markings, and construction water. Security, if required, to be furnished by owner.

Acceptance of Proposal: The above prices specifications and conditions are satisfactory and are hereby accepted.  
 Direct Grading Paving is authorized to do the work as specified. Payments will be made outlined above.

92,812.52

DON MAYHALL

Direct Grading and Paving (authorized Signature)

Century Communities (authorized Signature)

8/5/2015

Date

Date

DO CONTRACT INSP 1000-  
 066

395,741.32

DIRECT000725

6345 So. Jones Blvd #400  
Las Vegas, NV 89118  
Ph: (702)873-5338

### ***Draw Schedule***

**To: Direct Grading & Paving  
2222 W. Cheyenne Avenue  
North Las Vegas, NV 89032**

**Order #: INSP1000-066**  
**Date: 4/7/2016**  
**Job: INSP-1000 Inspirada**

**Ship To:**

**Description:** Finish Grading

Total Contract Amount	Total Amt Invoiced	Total Amount Paid	Total Retainage	% Complete
\$488,753.84				

Job	Cost Code	Description	Amount	% Comp	Amt Invoiced	Balance To Draw	Completed
INSP-1000	2-01-1300	Mobilize - Finish	1,267.20			1,267.20	
INSP-1000	2-01-1100	Sub Grade Reprep Curb	26,498.84			26,498.84	
INSP-1000	2-01-1100	Curb Grade Type II	66,313.68			66,313.68	
INSP-1000	2-01-1300	Sub Grade Reprep Onsite	28,346.76			28,346.76	
INSP-1000	2-01-1300	4" Type II Onsite	104,664.96			104,664.96	
INSP-1000	2-01-1300	2" A/C Paving Onsite	261,662.40			261,662.40	

Totals: 488,753.84

0.00	488,753.84
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**Century Communities of Nevada, LLC**

Date

### Work Completed

Date \_\_\_\_\_

### Direct Grading & Paving

Date \_\_\_\_\_

**DIRECT000726**

227

This Project Work Authorization ("PWA") is effective this 31st day of March, 2016, by and between CENTURY COMMUNITIES OF NEVADA, LLC, a Delaware limited liability company (Contractor) and Direct Grading and Paving (Subcontractor). All Work shall be performed in accordance with the terms and conditions set forth in the Master Subcontractor Agreement (MSA) between Contractor and Subcontractor dated 6/29/10, which is incorporated herein by reference. The following constitutes the construction services to be provided by Subcontractor to Contractor and specific information relating to the Work:

- NOTE:** The Contract Documents *do not include* Contractor's bidding requirements, advertisement, invitation to bid, Instructions to Bidders, sample forms, bid addenda relating to bidding requirements or Subcontractor's proposal.

- Applicable Business License ☒  
Federal W-9 ☒  
Worker's Comp Certificate ☒

- K. Additional Insured Required for MSA Section 3.3 Insurance:
1. OWNER: Century Communities of Nevada, LLC.
  2. CONTRACTOR: CENTURY COMMUNITIES OF NEVADA, LLC
  3. LENDER:

Initials: Contractor JD Subcontractor MM

**DIRECT000727**

PWA # INSP1000-063&064

- L. Subcontractor payment and performance bonds are (check one) ☐ required ☒ not required x
- M. No Other Agreements/Integration. This PWA and the documents incorporated by reference herein represent the entire agreement between the parties, and supersede all prior and contemporaneous agreements. This PWA may only be modified by mutual written agreement.

CONTRACTOR AND SUBCONTRACTOR CAREFULLY AND COMPLETELY READ THIS ENTIRE MASTER SUBCONTRACT AGREEMENT, UNDERSTAND THEIR RIGHTS AND OBLIGATIONS CONTAINED THEREIN, AND CERTIFY THAT THEY SIGN HAVING FULL AND COMPLETE AUTHORITY AFTER HAVING THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL.

CENTURY COMMUNITIES OF NEVADA, LLC.

By:  Date: \_\_\_\_\_

Printed Name: Scott Prokopchuk

Its: Manager - Land Development

By:  Date: 4/11/16

Printed Name: Don Boettcher T.R. Barron

Its: Division President V.P.

By:  Date: 4-5-16

Printed Name: M. Westward

Its: member


# **SCOPE OF WORK**


## **Haul Off**

### **Inspirada by Century Communities of Nevada, LLC**

The following is a general description of the work to be performed and methods to be used by the SUBCONTRACTOR. This is for clarification only and is not intended to be inclusive of all work to be performed under this Agreement. Any items not specifically described, which would normally be considered a part of this work, shall be so interpreted.

- A. SUBCONTRACTOR shall be responsible for protecting all existing concrete curbs, gutters, valley gutters, sidewalks and utilities. SUBCONTRACTOR shall be responsible for the cost associated with all concrete removal and replacement and facilities damage as a result of damage from Trash Haul Off.
- B. All work is to be performed in accordance to all applicable Governing Agencies standards, as they pertain to the work performed.
- C. SUBCONTRACTOR shall be responsible for directly coordinating all government inspections.
- D. SUBCONTRACTOR shall be responsible for inspecting the temporary protection installed by others for all sewer and storm drain openings prior to beginning grading operations. In the event a storm drain or sewer cover is removed during grading operations and material is allowed to enter a storm drain or sewer, SUBCONTRACTOR shall be responsible for cleaning out the soil at no cost to RHODES HOMES.
- E. All workmanship and materials shall be in accordance with governing agencies, Nevada requirements, SPECIFICATIONS and details.
- F. SUBCONTRACTOR shall protect all existing facilities. If facilities are damaged due to SUBCONTRACTOR's neglect to protect his work, SUBCONTRACTOR shall replace damaged facilities at SUBCONTRACTOR's expense.
- G. **This Project Work Authorization supersedes all other prior proposals, Contracts, Change Orders, Purchase Orders, and Project Work Authorizations**

Century Communities of Nevada, LLC 

Direct Grading and Paving 

**DIRECT000729**

**Exhibit "E"**  
**Job Site Rules**

Attached to and made a part of the contract agreement is Century Communities "Job Site Rules".

Attached herein is a guideline for "Job Site Rules". These guidelines will be enforced by the project Superintendent.

It is the Trade's responsibility to read and adhere to those practices, which are applicable to their trade.

The following guidelines are to be adhered to at all times when on the Job site or within the boundaries of Century Communities property. Any infraction of these Rules could result in contract termination and/or cancellation from bidder list for future projects:

**Project Access:**

1. Starting time is determined by Job Superintendent, Monday through Friday.
2. All Trades & their employees are to use the construction access location as designated by the Construction Manager.
3. Trade's employees working at any Century Communities Project must show proof of auto insurance to Security Guards or Project Manager upon demand while on job site. Any Trade or their employee not able to show insurance will not be allowed on the project.
4. Joy Riding is not to be permitted. Trades' employees are to report to the job site directly. It is the Trade's responsibility to direct their employees to the Job site.

**Parking:**

1. Company vehicles are allowed near structure, for loading and unloading tools and material only.
2. All vehicles are to be parked away from structures so as not to interfere with access to same. No vehicle will be parked on or block a residents driveway or access. In the event we have too many vehicles parked in the streets, Trades' employees (non-essential vehicles) will be required to park at the construction access and carpool to job site.
3. Trades acknowledge that under no circumstance are any vehicles to be parked on the driveway. If Trade or any of his employees violate this rule and any damage occurs, including but not limited to oil stains, the Trade will be held liable for repair and/or replacement as required.

**General:**

1. Consumption of Alcohol and/or Drugs WILL NOT be tolerated by anyone at the job site or within the project boundaries.
2. No Radios or tapes players of any kind including headset types are allowed on the project.
3. All accidents, no matter how minor, are to be reported to job superintendent.
4. Trades' employees should be ready and working at their starting time.
5. Standard Operating Procedure in an eight-hour shift is as follows:
6. Trades are responsible for the daily cleanup including employee's lunch trash. There shall be no eating in the Garages. A final and daily pickup time should begin 10 minutes before quitting time.
7. Trade understands that residents are living near the job site. No fighting or loud & abusive language will be tolerated.
8. No weapons are allowed on the job site or within the Project boundary. Your signature acknowledges that you have read, understand and agree to the terms and conditions of this exhibit.

**SAFETY**

Trade shall provide a written safety program prior to beginning work at any Century Communities jobsite. Trade agrees to abide by any and all O.S.H.A. standards. Trade also agrees to attend all jobsite Safety Meetings to be held per Century Communities schedule. Trade further agrees to have a representative attend all weekly production meetings.

Initials: Contractor 

Trade 

**DIRECT000730**

## BILLING PROCEDURES

### 1. BILLING CHECKLIST - The following items must be included in each payment request.

- a. Executed Draw Schedule provided by Century Communities. (A copy of the Draw Schedule with both Century Communities signature and Trade's signature from the original Project Work Authorization).
- b. Subcontractor's original invoice.
- c. Labor release signed by all of those who worked on the project. (No Copies).
- d. Conditional/unconditional material release from your suppliers. All Trades must use a Century Communities release form (see attached). If the release is conditional, all checks will be joint issued with the supplier until an unconditional release is provided. In the past, voucher companies have questioned releases because a fine black pen was used for the signatures. These signatures often resemble photocopies, which are not acceptable. To avoid delay in payment, please use a blue ink pen so that the originality of the signature is beyond question.

### 2. BILLING PROCEDURE - The following procedure must be followed to ensure proper payment.

- a. Executed Draw Schedule must be submitted with invoice and appropriate releases. (A copy of the Draw Schedule with both Century Communities signature and Trade's signature from the original Project Work Authorization)
  - b. All Billings/Change Orders must have Century Communities' Superintendent's signature and date as well as the Trade's signature on it prior to submission for payment. **SUPERINTENDENTS ARE NOT RESPONSIBLE FOR COORDINATING BILLING AND HAVE NO AUTHORITY TO AUTHORIZE WORK OR PAYMENT ON BEHALF OF DUNHILL HOMES. THEY CAN ONLY ACKNOWLEDGE THAT WORK HAS BEEN COMPLETED.**
  - c. Please bill retention separately upon completion of the work with unconditional releases attached. Retention is held up to thirty (30) days and is paid when approved by the Project Superintendent. Final approval for release of retention will be made by the Superintendent and Quality Control. Please staple your payment request documents together. This will help ensure that it will reach Dunhill Homes' accounting department intact. Submit paperwork to Century Communities at 6345 South Jones, Suite 400, Las Vegas, Nevada 89118.
- ### 3. Before processing a request for payment, the following items must be submitted to the Insurance Coordinator for Century Communities:
- a. A current Workers Compensation Certificate. (Must be original)
  - b. Proof of payment of Nevada Business Tax. (No faxes)
  - c. Proof of payment of State Unemployment Taxes. (No faxes)

## GENERAL INFORMATION

We process and file all information by property; therefore, it is necessary to note the address of each property (including lot/block and Phase) on all communication.

NOTE: All of the above must be satisfied. No payment will be made without the above information included in your payment request. There will be no exceptions. All releases and invoices must be originals (photocopies, carbons or faxes will not be accepted).

Century Communities



Trade 

**DIRECT000731**

# SCOPE OF WORK


## Haul Off

### Inspirada by Century Communities of Nevada, LLC

The following is a general description of the work to be performed and methods to be used by the SUBCONTRACTOR. This is for clarification only and is not intended to be inclusive of all work to be performed under this Agreement. Any items not specifically described, which would normally be considered a part of this work, shall be so interpreted.

- A. SUBCONTRACTOR shall be responsible for protecting all existing concrete curbs, gutters, valley gutters, sidewalks and utilities. SUBCONTRACTOR shall be responsible for the cost associated with all concrete removal and replacement and facilities damage as a result of damage from Trash Haul Off.
- B. All work is to be performed in accordance to all applicable Governing Agencies standards, as they pertain to the work performed.
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- D. SUBCONTRACTOR shall be responsible for inspecting the temporary protection installed by others for all sewer and storm drain openings prior to beginning grading operations. In the event a storm drain or sewer cover is removed during grading operations and material is allowed to enter a storm drain or sewer, SUBCONTRACTOR shall be responsible for cleaning out the soil at no cost to RHODES HOMES.
- E. All workmanship and materials shall be in accordance with governing agencies, Nevada requirements, SPECIFICATIONS and details.
- F. SUBCONTRACTOR shall protect all existing facilities. If facilities are damaged due to SUBCONTRACTOR's neglect to protect his work, SUBCONTRACTOR shall replace damaged facilities at SUBCONTRACTOR's expense.
- G. This Project Work Authorization supersedes all other prior proposals, Contracts, Change Orders, Purchase Orders, and Project Work Authorizations

Century Communities of Nevada, LLC 

Direct Grading and Paving 

**DIRECT000732**

**Exhibit "E"**  
**Job Site Rules**

Attached to and made a part of the contract agreement is Century Communities "Job Site Rules".

Attached herein is a guideline for "Job Site Rules". These guidelines will be enforced by the project Superintendent.

It is the Trade's responsibility to read and adhere to those practices, which are applicable to their trade.

The following guidelines are to be adhered to at all times when on the Job site or within the boundaries of Century Communities property. Any infraction of these Rules could result in contract termination and/or cancellation from bidder list for future projects:

**Project Access:**

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3. Trade's employees working at any Century Communities Project must show proof of auto insurance to Security Guards or Project Manager upon demand while on job site. Any Trade or their employee not able to show insurance will not be allowed on the project.
4. Joy Riding is not to be permitted. Trades' employees are to report to the job site directly. It is the Trade's responsibility to direct their employees to the Job site.

**Parking:**

1. Company vehicles are allowed near structure, for loading and unloading tools and material only.
2. All vehicles are to be parked away from structures so as not to interfere with access to same. No vehicle will be parked on or block a residents driveway or access. In the event we have too many vehicles parked in the streets, Trades' employees (non-essential vehicles) will be required to park at the construction access and carpool to job site.
3. Trades acknowledge that under no circumstance are any vehicles to be parked on the driveway. If Trade or any of his employees violate this rule and any damage occurs, including but not limited to oil stains, the Trade will be held liable for repair and/or replacement as required.

**General:**

1. Consumption of Alcohol and/or Drugs WILL NOT be tolerated by anyone at the job site or within the project boundaries.
2. No Radios or tapes players of any kind including headset types are allowed on the project.
3. All accidents, no matter how minor, are to be reported to job superintendent.
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5. Standard Operating Procedure in an eight-hour shift is as follows:
6. Trades are responsible for the daily cleanup including employee's lunch trash. There shall be no eating in the Garages. A final and daily pickup time should begin 10 minutes before quitting time.
7. Trade understands that residents are living near the job site. No fighting or loud & abusive language will be tolerated.
8. No weapons are allowed on the job site or within the Project boundary. Your signature acknowledges that you have read, understand and agree to the terms and conditions of this exhibit.

**SAFETY**

Trade shall provide a written safety program prior to beginning work at any Century Communities jobsite. Trade agrees to abide by any and all O.S.H.A. standards. Trade also agrees to attend all jobsite Safety Meetings to be held per Century Communities schedule. Trade further agrees to have a representative attend all weekly production meetings.

Initials: Contractor 

Trade 

## BILLING PROCEDURES

1. **BILLING CHECKLIST - The following items must be included in each payment request.**
  - a. Executed Draw Schedule provided by Century Communities. (A copy of the Draw Schedule with both Century Communities signature and Trade's signature from the original Project Work Authorization).
  - b. Subcontractor's original invoice.
  - c. Labor release signed by all of those who worked on the project. (No Copies).
  - d. Conditional/unconditional material release from your suppliers. All Trades must use a Century Communities release form (see attached). If the release is conditional, all checks will be joint issued with the supplier until an unconditional release is provided. In the past, voucher companies have questioned releases because a fine black pen was used for the signatures. These signatures often resemble photocopies, which are not acceptable. To avoid delay in payment, please use a blue ink pen so that the originality of the signature is beyond question.
2. **BILLING PROCEDURE - The following procedure must be followed to ensure proper payment.**
  - a. Executed Draw Schedule must be submitted with invoice and appropriate releases. ( A copy of the Draw Schedule with both Century Communities signature and Trade's signature from the original Project Work Authorization)
  - b. All Billings/Change Orders must have Century Communities' Superintendent's signature and date as well as the Trade's signature on it prior to submission for payment. **SUPERINTENDENTS ARE NOT RESPONSIBLE FOR COORDINATING BILLING AND HAVE NO AUTHORITY TO AUTHORIZE WORK OR PAYMENT ON BEHALF OF DUNHILL HOMES. THEY CAN ONLY ACKNOWLEDGE THAT WORK HAS BEEN COMPLETED.**
  - c. Please bill retention separately upon completion of the work with unconditional releases attached. Retention is held up to thirty (30) days and is paid when approved by the Project Superintendent. Final approval for release of retention will be made by the Superintendent and Quality Control. Please staple your payment request documents together. This will help ensure that it will reach Dunhill Homes' accounting department intact. Submit paperwork to Century Communities at 6345 South Jones, Suite 400, Las Vegas, Nevada 89118.
3. **Before processing a request for payment, the following items must be submitted to the Insurance Coordinator for Century Communities:**
  - a. A current Workers Compensation Certificate. (Must be original)
  - b. Proof of payment of Nevada Business Tax. (No faxes)
  - c. Proof of payment of State Unemployment Taxes. (No faxes)

## GENERAL INFORMATION

We process and file all information by property; therefore, it is necessary to note the address of each property (including lot/block and Phase) on all communication.

NOTE: All of the above must be satisfied. No payment will be made without the above information included in your payment request. There will be no exceptions. All releases and invoices must be originals (photocopies, carbons or faxes will not be accepted).

Century Communities 

Trade 

**DIRECT000734**



6345 So. Jones Blvd #400  
Las Vegas, NV 89118  
Ph : (702)873-5338

### Draw Schedule

To: Direct Grading & Paving  
2222 W. Cheyenne Avenue  
North Las Vegas, NV 89032

Order #: INSP1000-063  
Date: 3/31/2016  
Job: INSP-1000 Inspirada

Ship To:

Description: Haul Off

Total Contract Amount	Total Amt Invoiced	Total Amount Paid	Total Retainage	% Complete
\$106,244.82				

Job	Cost Code	Description	Amount	% Comp	Amt Invoiced	Balance To Draw	Completed
INSP-1000	2-01-0200	Jan18-March12 BLM Fees	33,992.07			33,992.07	
INSP-1000	2-01-0200	Loading Cost	27,063.75			27,063.75	
INSP-1000	2-01-0200	Trucking Cost	41,679.00			41,679.00	
INSP-1000	2-01-0200	Sweeper Cost	3,510.00			3,510.00	

*Scott Proffitt*  
Totals 106,244.82  
Century Communities of Nevada, LLC  
Work Completed Date 4/7/16

0.00 106,244.82  
*Direct Grading & Paving*  
Date 4-5-2016

**PROPOSAL- BLM IMPORT CHANGE ORDER**

PROPOSAL # 1/18/2018- 3/12/2018  
 DATE: 3/28/2018  
 TO: Century Communities  
 PLAN DATE: 7/28/2015  
 JOB NAME: Inspira Pod 3-2  
 LOCATION: Bicentennial & Via Firenze



2222 W. Cheyenne Ave N. Las Vegas, NV 89032  
 Office: 702-636-6377 Fax: 702-636-6378  
 License # 0053234 Limit \$3,200,000.00

**DESCRIPTION:**  
 January 18 thru March 12 BLM fees , January 18 thru March 12 Loading cost , January 18 thru March 12 Trucking cost, January 18 thru March 12 Sweeper cost

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
CO 2 BLM	January 18 thru March 12 BLM fees	21,851	CY	\$ 1.57	\$ 33,992.07
CO 2 LOADING	January 18 thru March 12 Loading cost	21,851	CY	\$ 1.25	\$ 27,063.75
CO 2 TRUCKING	January 18 thru March 12 Trucking cost	7,878	CY	\$ 5.60	\$ 41,879.00
CO 2 SWEEPER	January 18 thru March 12 Sweeper cost	39	HR	\$ 80.00	\$ 3,510.00

Any additions to above quantities will be charged at unit price.

Total Proposal: \$ 106,244.82

**CONDITIONS**

If Proposal is accepted, entire proposal including all conditions and exclusions must be made part of contract. Prices are based upon asphalt and fuel prices. Any increase in asphalt or fuel prices may necessitate a surcharge relative to increases. Direct Grading & Paving will not be responsible for utilities improperly marked or placed. No retention on excavation and grading. Retention on improvements is due 30 days after final billing. Payment shall be made as the work progresses in the amount equal to the value of work done, less the sum of any previous payments. The entire amount of the contract is to be paid within 30 days after completion. All materials are to be specified; no guarantee of material prices beyond 30 days. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above specifications. Owners are to carry necessary insurance. Our workers are fully covered by Workman's compensation insurance.

**EXCLUSIONS**

Lim stabilization, Engineering, testing, permits, barricades, flaggers, asphalt markings, and construction water. Security, if required, to be furnished by owner.

Acceptance of Proposal: The above prices specifications and conditions are satisfactory and are hereby accepted.  
 Direct Grading Paving is authorized to do the work as specified. Payments will be made outlined above.

**Mel Westwood**

Direct Grading and Paving (authorized Signature)

Century Commr Century Communities (authorized Signature)

**3/28/2016**

Date

Date

*CONTRACT*  
 INSP1000 - 063

2-01-0200

*4-9-16*

**DIRECT000736**



8345 So. Jones Blvd #400  
Las Vegas, NV 89118  
Ph: (702)873-5338

### Draw Schedule

To: Direct Grading & Paving  
2222 W. Cheyenne Avenue  
North Las Vegas, NV 89032

Order #: INSP1000-064  
Date: 3/31/2016  
Job: INSP-1000 Inspirada

Ship To:

Description: Haul Off

Total Contract Amount	Total Amt Invoiced	Total Amount Paid	Total Retainage	% Complete
\$238,917.42				

Job	Cost Code	Description	Amount	% Comp	Amt Invoiced	Balance To Draw	Completed
INSP-1000	2-01-0200	March14-March26 BLM Fees	37,571.67			37,571.67	
INSP-1000	2-01-0200	Loading Cost	29,913.75			29,913.75	
INSP-1000	2-01-0200	Trucking Cost	169,992.00			169,992.00	
INSP-1000	2-01-0200	Sweeper Cost	1,440.00			1,440.00	

*Scott P. [Signature]*  
Totals: 238,917.42  
Century Communities of Nevada, LLC  
Work Completed Date 4/7/16

0.00 238,917.42

*[Signature]*  
Direct Grading & Paving Date 4-5-2016

DIRECT000737

PROPOSAL # 3-14-2016 thru 3-26-2016  
 DATE: 3/28/2016  
 TO: Century Communities  
 PLAN DATE: 7/28/2015  
 JOB NAME: Inspirada Pod 3-2  
 LOCATION: Bicentennial & Via Firenze

PROPOSAL- BLM IMPORT



2222 W. Cheyenne Ave N. Las Vegas, NV 89032  
 Office: 702-638-5377 Fax: 702-638-5378  
 License # 0053234 Limit \$3,200,000.00

DESCRIPTION:

March 14 thru March 26 BLM fees , March 14 thru March 26 Loading Cost , March 14 thru March 26 Trucking cost , March 14 thru March 26 Sweeper cost

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
CO 3 BLM -	March 14 thru March 26 BLM fees	23,931	CY	\$ 1.57	\$ 37,571.67
CO 3 LOADING -	March 14 thru March 26 Loading Cost	23,931	CY	\$ 1.25	\$ 29,913.75
CO 3 TRUCKING -	March 14 thru March 26 Trucking cost	21,249	CY	\$ 8.00	\$ 169,992.00
CO 3 SWEEPER -	March 14 thru March 26 Sweeper cost	16	HR	\$ 90.00	\$ 1,440.00
Any additions to above quantities will be charged at unit price. Total Proposal:					\$ 238,917.42

CONDITIONS

If Proposal is accepted, entire proposal including all conditions and exclusions must be made part of contract. Prices are based upon asphalt and fuel prices. Any increase in asphalt or fuel prices may necessitate a surcharge relative to increase. Direct Grading & Paving will not be responsible for utilities improperly marked or placed. No retention on excavation and grading. Retention on improvements is due 30 days after final billing. Payment shall be made as the work progresses in the amount equal to the value of work done, less the sum of any previous payments. The entire amount of the contract is to be paid within 30 days after completion. All materials are to be specified; no guarantee of material prices beyond 30 days. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above specifications. Owners are to carry necessary insurance. Our workers are fully covered by Workman's compensation insurance.

EXCLUSIONS

Line stabilization, Engineering, testing, permits, barricades, flaggers, asphalt markings, and construction water. Security, if required, to be furnished by owner.

Acceptance of Proposal: The above prices specifications and conditions are satisfactory and are hereby accepted.  
 Direct Grading Paving is authorized to do the work as specified. Payments will be made outlined above.

Mel Westwood

Direct Grading and Paving

(authorized Signature)

Century Comm Century Communities

(authorized Signature)

3/28/2016

Date

Date

Contract

INSPI000-064

2-01-0200

100/  
4.5-16

DIRECT000738

# Invoice

Date	Invoice #
4/13/2016	2551

<b>Bill To</b>
Century Communities 6345 S. Jones Suite 400 Las Vegas, NV 89118

Project
1519 - Inspirada

Item Code	Description	Quantity	Price Each	Amount
Change Order	BLM Fees - 03.28-04.02.16 (INSP1000-065)	11,763	1.57	18,467.91
Change Order	Loading Cost	11,763	1.25	14,703.75
Change Order	Trucking Cost	11,151	8.00	89,208.00
Change Order	Sweeper Cost	24	90.00	2,160.00

**2222 W. Cheyenne**  
**North Las Vegas, NV 89032**  
**Phone: 702-636-5377 Fax: 702-636-5378**

<b>Total</b>	\$124,539.66
--------------	--------------

**DIRECT000739**



6345 So. Jones Blvd #400  
Las Vegas, NV 89118  
Ph : (702)873-5338

## Draw Schedule

To: Direct Grading & Paving  
2222 W. Cheyenne Avenue  
North Las Vegas, NV 89032

Order #: INSP1000-065  
Date: 4/6/2016  
Job: INSP-1000 Inspirada

Ship To:

Description: BLM Haul Off Mar 28-Apr 2

Total Contract Amount	Total Amt Invoiced	Total Amount Paid	Total Retainage	% Complete
\$124,539.66	124,539.66			

Job	Cost Code	Description	Amount	% Comp	Amt Invoiced	Balance To Draw	Completed
INSP-1000	2-01-0200	BLM Fees	18,467.91	100	18,467.91	18,467.91	18,467.91
INSP-1000	2-01-0200	Loading Cost	14,703.75	100	14,703.75	14,703.75	14,703.75
INSP-1000	2-01-0200	Trucking Cost	89,208.00	100	89,208.00	89,208.00	89,208.00
INSP-1000	2-01-0200	Sweeper Cost	2,160.00	100	2,160.00	2,160.00	2,160.00

*[Signature]*  
Totals: 124,539.66  
Century Communities of Nevada, LLC  
Work Completed Date 4/7/16

0.00 124,539.66  
*[Signature]*  
Direct Grading & Paving Date 4-12-2016

**DIRECT000740**

PROPOSAL- BLM Import CO 4

PROPOSAL # 3-28-2016 thru 4-1-2016  
 DATE: 4/1/2016  
 TO: Century Communities  
 PLAN DATE: 7/28/2015  
 JOB NAME: Inspirada Pod 3-2  
 LOCATION: Bicentennial & Via Firenze



3741 Civic Center Drive Las Vegas, NV 89030  
 Office: 702-636-5377 Fax: 702-636-5378  
 License # 0053234 Limit \$3,200,000.00

DESCRIPTION:

March 28 thru April 2 BLM fees, March 28 thru April 2 Loading cost, March 28 thru April 2 Trucking cost, March 28 thru April 2 Sweeper cost

INSPI000-065 2-01-0200

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
CO 4 BLM	March 28 thru April 2 BLM fees	11,763	CY	\$ 1.57	\$ 18,467.91
CO 4 LOADING	March 28 thru April 2 Loading cost	11,763	CY	\$ 1.25	\$ 14,703.75
CO 4 TRUCKING	March 28 thru April 2 Trucking cost	11,151	CY	\$ 8.00	\$ 89,208.00
CO 4 SWEEPER	March 28 thru April 2 Sweeper cost	24	HR	\$ 90.00	\$ 2,160.00
Any additions to above quantities will be charged at unit price.				Total Proposal:	\$ 124,539.66

CONDITIONS

If Proposal is accepted, entire proposal including all conditions and exclusions must be made part of contract. Prices are based upon asphalt and fuel prices. Any increase in asphalt or fuel prices may necessitate a surcharge relative to increase. Direct Grading & Paving will not be responsible for utilities improperly marked or placed. No retention on excavation and grading. Retention on improvements is due 30 days after final billing. Payment shall be made as the work progresses in the amount equal to the value of work done, less the sum of any previous payments. The entire amount of the contract is to be paid within 30 days after completion. All materials are to be specified; no guarantee of material prices beyond 30 days. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above specifications. Owners are to carry necessary insurance. Our workers are fully covered by Workman's compensation insurance.

EXCLUSIONS

Lime stabilization, Engineering, testing, permits, barricades, flaggers, asphalt markings, and construction water. Security, if required, to be furnished by owner.

Acceptance of Proposal: The above prices specifications and conditions are satisfactory and are hereby accepted.  
 Direct Grading Paving is authorized to do the work as specified. Payments will be made outlined above.

Mel Westwood

Direct Grading and Paving (authorized Signature)

Century Communities (authorized Signature)

Date

Date

DIRECT000741

# Invoice

Date	Invoice #
5/20/2016	2559

<b>Bill To</b>
Century Communities 6345 S. Jones Suite 400 Las Vegas. NV 89118

Project
1519 - Inspirada

[illegible]

**DIRECT000742**



6345 So. Jones Blvd #400  
Las Vegas, NV 89118  
Ph : (702)873-5338

**Draw Schedule**

To: Direct Grading & Paving  
2222 W. Cheyenne Avenue  
North Las Vegas, NV 89032

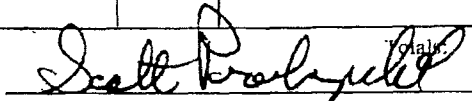
Order #: INSP1000-069  
Date: 4/21/2016  
Job: INSP-1000 Inspirada

Ship To:

Description: BLM Import

Total Contract Amount	Total Amt Invoiced	Total Amount Paid	Total Retainage	% Complete
\$131,579.46	131,579.46			

Job	Cost Code	Description	Amount	% Comp	Amt Invoiced	Balance To Draw	Completed
INSP-1000	2-01-0200	April 4-April 9 BLM Fees	18,609.21	100	18,609.21	18,609.21	18,609.21
INSP-1000	2-01-0200	Loading	14,816.25	100	14,816.25	14,816.25	14,816.25
INSP-1000	2-01-0200	Trucking	94,824.00	100	94,824.00	94,824.00	94,824.00
INSP-1000	2-01-0200	Sweeper	3,330.00	100	3,330.00	3,330.00	3,330.00


 Total 131,579.46      0.00      131,579.46  
 Date 4/22/16  
 Century Communities of Nevada, LLC  
 Work Completed      Date      Direct Grading & Paving      Date 5-9-2016



# Invoice

Date	Invoice #
5/20/2016	2560

<b>Bill To</b>
Century Communities 6345 S. Jones Suite 400 Las Vegas, NV 89118

<b>Project</b>
1519 - Inspirada

Item Code	Description	Quantity	Price Each	Amount
Change Order	April 11 - 16 BLM Fees	1	16,023.42	16,023.42
Change Order	Loading	1	12,757.50	12,757.50
Change Order	Trucking	1	81,648.00	81,648.00
Change Order	Sweeper	1	5,310.00	5,310.00
Change Order	April 18 - 23 BLM Fees	1	10,979.01	10,979.01
Change Order	Loading	1	8,741.25	8,741.25
Change Order	Trucking	1	55,944.00	55,944.00
Change Order	Sweeper	1	3,870.00	3,870.00
Change Order	April 25 - 30 BLM Fees	1	10,555.11	10,555.11
Change Order	Loading	1	8,403.75	8,403.75
Change Order	Trucking	1	53,784.00	53,784.00
Change Order	Sweeper	1	2,160.00	2,160.00
<b>Total</b>				\$270,176.04

2222 W. Cheyenne  
North Las Vegas, NV 89032  
Phone: 702-636-5377 Fax: 702-636-5378

**DIRECT000744**



6345 So. Jones Blvd #400  
Las Vegas, NV 89118  
Ph : (702)873-5338

## Draw Schedule

To: Direct Grading & Paving  
2222 W. Cheyenne Avenue  
North Las Vegas, NV 89032

Order #: INSP1000-056  
Date: 2/15/2016  
Job: INSP-1000 Inspirada

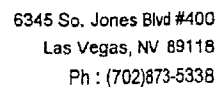
Ship To:

Description: Rough Grading

Total Contract Amount	Total Amt Invoiced	Total Amount Paid	Total Retainage	% Complete
\$812,103.66	\$ 502,747.56	\$ 502,747.56		114.31

Job	Cost Code	Description	Amount	% Comp	Amt Invoiced	Balance To Draw	Completed
INSP-1000	2-01-0100	Mobilize - Rough	2,908.80	100.00	2,908.80		
INSP-1000	2-01-0100	Track Out Pads	2,090.80	100.00	2,090.80		
INSP-1000	2-01-0100	Normal Excavation	43,020.00	100.00	43,020.00		
INSP-1000	2-01-0100	Import (placement only)	290,000.00	90.00	261,000.00	29,000.00	
INSP-1000	2-01-0100	PAD Finish (Residential)	58,190.16	90.00	52,371.14	5,819.02	
INSP-1000	2-01-0100	SUB Grade PREP Parking Areas	43,610.40	90.00	39,249.36	4,361.04	
INSP-1000	2-01-0200	CO#1 KB Haul-Trucked	26,652.96			26,652.96	
INSP-1000	2-01-0200	CO#1 KB Haul-Loaded Dirt	59,052.00			59,052.00	
INSP-1000	2-01-0200	CO#1 KB Haul-Sweeper	16,402.50			16,402.50	
INSP-1000	2-01-0200	Correct coding	-26,652.96			-26,652.96	
INSP-1000	2-01-0200	correct coding	-59,052.00			-59,052.00	
INSP-1000	2-01-0200	correct coding	-16,402.50			-16,402.50	
INSP-1000	2-01-0105	CO#1 KB Haul Trucked	26,652.96	100.00	26,652.96		
INSP-1000	2-01-0105	CO#1 KB Haul-Loaded Dirt	59,052.00	100.00	59,052.00		
INSP-1000	2-01-0105	CO#1 KB Haul-Sweeper	16,402.50	100.00	16,402.50		
INSP-1000	2-01-0200	CO #3 April 11-16 BLM	16,023.42	100	16,023.42	16,023.42	16023.42
INSP-1000	2-01-0200	CO #3 April 11-16 Loading	12,757.50	100	12,757.50	12,757.50	12757.50
INSP-1000	2-01-0200	CO #3 April 11-16 Trucking	81,648.00	100	81,648.00	81,648.00	81648.00
INSP-1000	2-01-0200	CO #3 April 11-16 Sweeper	5,310.00	100	5,310.00	5,310.00	5310.00
INSP-1000	2-01-0200	CO #3 April 18-23 BLM	10,979.01	100	10,979.01	10,979.01	10979.01
INSP-1000	2-01-0200	CO #3 April 18-23 Loading	8,741.25	100	8,741.25	8,741.25	8741.25
INSP-1000	2-01-0200	CO #3 April 18-23 Trucking	55,944.00	100	55,944.00	55,944.00	55944.00
INSP-1000	2-01-0200	CO #3 April 18-23 Sweeper	3,870.00	100	3,870.00	3,870.00	3870.00
INSP-1000	2-01-0200	CO #3 April 25-30 BLM	10,555.11	100	10,555.11	10,555.11	10555.11
INSP-1000	2-01-0200	CO #3 April 25-30 Loader	8,403.75	100	8,403.75	8,403.75	8403.75
INSP-1000	2-01-0200	CO #3 April 25-30 Trucking	53,784.00	100	53,784.00	53,784.00	53784.00

**DIRECT000745**




To: Direct Grading & Paving  
2222 W. Cheyenne Avenue  
North Las Vegas, NV 89032

Order #: INSP1000-056  
Date: 2/15/2016  
Job: INSP-1000 Inspirada

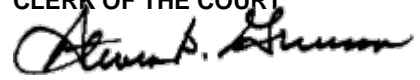
**Description:** Rough Grading

INSP-1000	2-01-0200	CO #3 April 25-30 Sweeper	2,160.00	100	2160 <sup>00</sup>	2,160.00	2160.00

		Totals:	812,103.66
Century Communities of Nevada, LLC		Date:	
Work Completed		Date:	

*[Signature]* 5-18-2016  
Direct Grading & Paving Date

**DIRECT000746**

A handwritten signature in black ink, appearing to read "Steven D. Grierson", is written over the printed name and title.

# EXHIBIT 8

**DIRECT000747**

---

**From:** mel@directgrading.com  
**Sent:** Tuesday, September 29, 2015 8:28 AM  
**To:** Taney Steve Dumovich  
**Cc:** Scott Prokopchuk  
**Subject:** Century Communities Horse and Jones

We need to have the Fissure staked 1st thing Thursday morning 10/01/2015  
Thank you

Mel Westwood  
Direct Grading  
(702) 303-3058

---

**From:** Scott Prokopchuk [Scott.Prokopchuk@centurycommunities.com]  
**Sent:** Tuesday, November 03, 2015 5:11 PM  
**To:** mel@directgrading.com; 'Dave Snyder (dave@freedomlv.com)'; Mando Del Toro (mando@envisionlasvegas.com); 'Shonda Decker (shonda@affordablestriping.com)'  
**Subject:** County Punchlist for Rhodes Ranch Parcel 43  
**Attachments:** RR 43 County Bond Exoneration Punch list.pdf

Please check all areas that pertain to your Scope. Make sure all are complete and E Mail me completion dates for Final Walk Scheduling.

Thanks,

*Scott Prokopchuk*

Manager of Land Development



6345 South Jones Boulevard  
Suite 400  
Las Vegas, Nevada 89118

Office (702) 873-5338  
Direct (702) 730-4330  
Fax (702) 730-4333  
Cell (702) 325-9518

[scott.prokopchuk@centurycommunities.com](mailto:scott.prokopchuk@centurycommunities.com)



# Department of Public Works

500 S Grand Central Pky • Box 554000 • Las Vegas NV 89155-4000  
(702) 455-6000 • Fax (702) 455-6040

Denis Cederburg, P.E., Director • E-Mail: dlc@ClarkCountyNV.gov

October 28, 2015

Century Communities of Nevada, L. L. C.  
6345 South Jones Boulevard, #400  
Las Vegas, Nevada 89118

## **RHODES RANCH PARCEL 43- PERMIT No. 14-14379**

At **WARM SPRINGS/DURANGO**, Inspector Steve Prusky conducted a pre-final inspection of the off-site improvements at the subject development.

The improvements listed must be corrected in accordance with the uniform standard specifications, standard drawings, and approved plans prior to our recommending acceptance.

The list will expire in 120 days after which an updated punch list is required.

It is your responsibility to contact this office for inspections while accomplishing the necessary improvements. You are also required to contact this office for a final inspection when all improvements are completed. Please contact Dispatch at 455-4610 for scheduling of inspections.

Sincerely,

 10/28/15  
**AMALIO "ART" ALVAREZ, Assistant Manager,**  
**Construction Management-Development Division**

AA:grs

**BOARD OF COUNTY COMMISSIONERS**  
STEVE SISOLAK, Chairman • LARRY BROWN, Vice Chairman  
SUSAN BRAGER • CHRIS GIUNCHIGLIANI • MARILYN KIRKPATRICK • MARY BETH SCOW • LAWRENCE WEEKLY  
DONALD G. BURNETTE, County Manager

**DIRECT000750**

**DGP0001275**