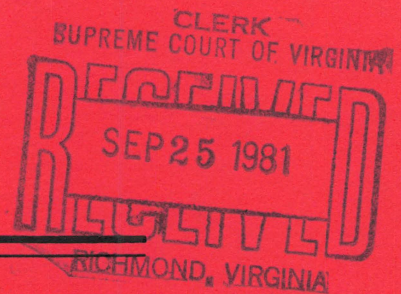


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IN THE

Supreme Court of Virginia

AT RICHMOND

RECORD NO. 801355

P. L. TRAVIS, JR. AND JACK D. LUDWIG, JR.

Appellants

v.

ROBERT L. BULIFANT, JR. AND CENTRAL
VALLEY CONSTRUCTION CO., INC.

Appellees

JOINT APPENDIX

John W. Pearsall, Esq.
McCaul, Grigsby and Pearsall
320 Mutual Building
Richmond, Virginia 23219

Counsel for Appellants

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Minor & Lemons, P.C.
~~412 Libbie Avenue~~
Richmond, Virginia 23226

8001 West Broad Street
Counsel for Appellee
Robert L. Bulifant, Jr.

Frederick T. Gray, Esq.
Williams, Mullen, Christian,
Pollard & Gray
Courthouse Square
Chesterfield, Virginia 23832

Counsel for Appellee
Central Valley Construction
Co., Inc.

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BILL FOR ACCOUNTING

P. L. Travis, Jr. [Travis] and Jack D. Ludwig, Jr. [Ludwig], Complainants, by this their Bill, seek a full accounting from Robert L. Bulifant, Jr. [Bulifant] to the partnership of B.L.T. Associates, pursuant to the Uniform Partnership Act, title 50 of the Code of Virginia, except where the applicability of any provision of the Uniform Partnership Act which may have been superceded by provisions of the agreement of partnership, showing unto the Court the following as the grounds, among others, for said relief:

1. By agreement dated July 9, 1970 and recorded July 13, 1970 in Book 5, pages 242 and 243 in the Clerk's Office of the Circuit Court of Chesterfield County, Bulifant and Ludwig formed a general partnership, said agreement being attached hereto as Exhibit A to be read as a part hereof.

2. Pursuant to said agreement of partnership, B.L.T. Associates acquired property and developed a shopping center at the intersection of U. S. Route 360 and Chippenham Parkway in Chesterfield County known as Chippenham Mall.

3. In a January 30, 1976 settlement of the charge by Travis and Ludwig that Bulifant had not contributed to the capital of the partnership the \$175,000 called for by said agreement, and upon the representation by Bulifant to Travis and Ludwig that the combination, of his cash contributions to the partnership capital and of a forgiveness then made by his corporation, Central Valley Construction Company, Inc., of \$74,869.98 which he represented that B.L.T. Associates owed to Central Valley Construction Company, Inc. on contract for the erection of the shopping center, amounted to \$110,000.00, the partnership agreement was amended effective January 1, 1975 as reflected on Exhibit B attached hereto.

4. The particular undertaking under the partnership agreement, to develop and operate Chippenham Mall, was terminated upon the partnership's recent loss of title thereto through foreclosure by the first mortgagee, leaving the partnership without assets with which to continue any business or undertaking.

5. Pursuant to said partnership agreement, Bulifant made all decisions regarding the partnership, the details and bases of many of which are unknown to Travis and Ludwig.

Wherefore Travis and Ludwig pray that Bulifant be required to account ⁱⁿ and detail to the partnership as provided by the Uniform Partnership Act of Virginia, except to the extent modified by said agreement of partnership, as to all his dealings, direct or indirect, with or for the partnership or with assets of the partnership.

P. L. TRAVIS, JR. and
JACK D. LUDWIG, JR.

By _____
Of Counsel

McCaul, Grigsby and Pearsall
P. O. Box 558
Richmond, Virginia
Counsel for P. L. Travis, Jr. and
Jack D. Ludwig, Jr.

*Recorded on July 13, 1970 in Book #5
Pages 242 and 243.*

EXH. NO. A

AGREEMENT OF PARTNERSHIP

OF

B.L.T. ASSOCIATES

THIS AGREEMENT, made this 9th day of July, 1970,
by and between ROBERT L. BULIFANT, JR., party of the first part,
hereinafter referred to as "Bulifant," P. L. TRAVIS, JR., party
of the second part, hereinafter referred to as "Travis," and
JACK D. LUDWIG, JR., party of the third part, hereinafter referred
to as "Ludwig."

WITNESSETH: That for and in consideration of the mutual
promises and other good and valuable consideration as set forth
herein, the parties hereto agree as follows:

- 1). That they will become and be partners in business for
the purpose and on the terms hereinafter set forth.
- 2). The firm name of the partnership shall be B.L.T. ASSOCIATE.
- 3). The partnership shall carry on the business of acquiring,
constructing, owning, managing, leasing, selling and otherwise
dealing in and with shopping centers and other real estate with
offices at 180 East Belt Boulevard, Richmond, Virginia.

4). Books of accounts of the transactions of said partnership shall be kept at the place of business and shall be at all times open to inspection by any partner. Each partner shall cause to be entered upon said books a just and true account of all his dealing, receipts and expenditures for or on account of said firm.

5). In the month of February in each year, a full and complete audit by a certified public accountant shall be taken and a complete statement of the condition of said partnership shall be made and an accounting between the said partners and/or their heirs and estates as the case may be shall be had.

6). It is expressly understood that in the event any partner renders services to the partnership which are not called for herein or compensation for which is not provided for herein, such partner shall be entitled to reasonable compensation for such services in accordance with then prevailing charges for like services.

7). No partner shall without the consent of a majority of the partners compromise or release any debt except upon full payment thereof or engage in any unusual transaction or use the firm's name or credit or property for other than partnership purposes, or on behalf of the partnership sign or endorse negotiable paper or become surety for third persons, or engage in any speculation or knowingly do any act by which the interest of said partnership shall be imperiled or prejudiced.

8). The earnings, profits and losses of the partnership shall be divided among all the parties as follows: Bulifant - 75%; Ludwig - 12.5%; and Travis - 12.5%.

9). The capital of said firm shall be a sum up to Two Hundred
4
Thousand Dollars (\$200,000.00), of which Ludwig will contribute.

12.5% and Bulifant is to contribute 87.5%; but in no event shall Ludwig contribute more than Twenty-five Thousand Dollars (\$25,000.00) and Bulifant more than One Hundred Seventy-five Thousand Dollars (\$175,000.00).

10). It is expressly understood and agreed that Travis Realty Company will be the rental agent for the Chippenham Mall Shopping Center in accordance with the terms of its standard rental agreement, a copy of which, initialled by the parties, is attached hereto, and made a part hereof the same as if written in full herein. It is expressly agreed that all decisions regarding this partnership shall be made or approved by the partner or partners holding the majority interest in this partnership.

11). It is further agreed that the partners hereto shall cause a checking account with a local bank to be opened in the firm name and that any of the parties hereto shall have the authority to sign checks and other instruments on behalf of the partnership. It is also agreed that all disbursements amounting to Ten Dollars (\$10.00) or more shall be paid by check drawn on the partnership account.

12). Any of said partners may retire from the said partnership at any time upon giving three months' notice in writing of his intention to do so to the remaining partners.

13). Upon withdrawal or other act (except death) of a partner which gives rise to dissolution of the partnership the remaining partners shall have the right to purchase on a pro rata basis the

interest of such partner in the business, assets and good will of the partnership by paying to him or his heirs or personal representative as the case may be, an amount equal to his interest in the partnership, which interest shall be calculated by multiplying the "total net value" as defined herein, by the percent of the partners interest. For the purposes of this agreement the phrase "total net value" shall mean the fair market value of the partnership as a going business as determined by an appraisal of three (3) independent appraisers one of whom shall be selected by the seller, one by the purchasers and the remaining appraiser being selected by the two previously selected, less the outstanding principal and interest due upon the date of dissolution on promissory notes secured by deeds of trust on partnership real estate plus all other indebtedness of said partnership at such time.

14). In the event of the death of one of the partners, the partnership will not be dissolved and the deceased partner's interest may be passed by will or intestate descent to his widow and/or children and shall be held by them upon the same terms and conditions as are set forth herein. In the event the widow and/or one or more of the deceased partner's children elects to sell his or her interest same may be sold to any or all of the aforescribed persons upon mutually agreeable terms. In the event the offered interest or any part thereof remains unsold after all members of said immediate family of the deceased partner have been given an opportunity to

purchase the unsold portion, and in all events before any interest or portion thereof is sold to persons other than the remaining partners except as provided in this paragraph to the contrary, same must be first offered to the said partners as provided in paragraph 12 above.

15). All offers of sale hereunder shall be in writing and mailed by certified or registered mail to the offeree(s) at the last known address. Likewise, all acceptances must be in writing and mailed to the last known address of the offeror by certified or registered mail within thirty (30) days of the date of receipt of the offer of sale. Any interest or portion thereof offered to the remaining partners must be on the same ratio as their respective interests. Any portion remaining unsold after being thus offered may be purchased by the remaining partners upon the terms as set forth herein, provided notice of the election to purchase as required herein is mailed within thirty (30) days of the expiration of the previous thirty (30) days.

In the event that the remaining partners fail to purchase all interest of the withdrawing partner, it is expressly understood and agreed that, at the election of the seller, the entire 100 percent interest of the partnership shall be sold on the open market to the best and highest bid, such best and highest bid to be determined by the holder or holders of the majority in

interest in this partnership, with due regard being given to all parties in interest, within four months of the partnership being offered for sale on the open market, whether said best and highest bid be by a third party or a partner or partners in this partnership. In no event shall the partnership be sold for an amount less than the "total net value" as determined in paragraph numbered 12 herein. It is further understood and agreed that all partners, in the event of the sale of the entire interest of this partnership, shall execute and deliver all necessary conveyances of such interest.

16). Any interest or portion of an interest remaining unsold after being offered hereunder may be sold to others provided said sale is consummated within six (6) months of the expiration of the periods of offer to partners as set forth herein.

17). The purchase price for any share purchased by a partner herein shall be payable in cash or at the election of the purchaser one-fourth in cash and the remainder in forty (40) equally consecutive quarterly payments including interest at the prime interest rate charged by commercial banks in the Richmond, Virginia, area at the time the sale is closed. The balance shall be evidenced by a negotiable deferred purchase money note and deed of trust or security interest prepared and recorded or filed at the expense of the purchaser on the purchaser's interest in said partnership. Settlement

of all sales hereunder shall be made within sixty (60) days of notice of acceptance and the first payment on the deferred portion, if any, shall be within ninety (90) days thereafter. Purchasers hereunder shall have the right to anticipate all payments. Upon settlement the retiring or withdrawing partner or his heirs or representative shall execute and deliver to the remaining partners all necessary conveyances of such interest.

18). It is understood that the parties are presently contemplating the purchase of lands on Hull Street Road (U. S. 360) in the City of Richmond, Virginia, and constructing thereon a shopping center to be called Chippenham Mall Shopping Center. The parties agree that Bulifant or a company of which he is a principal shall have the right to construct the improvements on said lands at a contract price which is equal to the lower of two bonded bids obtained from competitive construction companies.

19). Upon the final dissolution of said firm by lapse of time or otherwise, the said business shall be wound up, the debts paid, and the surplus divided between the partners in accordance with their interest therein.

20). This agreement is executed in triplicate counterparts, each of which shall have the standing and dignity of an original.

WITNESS the following signatures and seals:

Robert L. Bulifant, Jr. (SEAL)
Robert L. Bulifant, Jr.

Jack D. Ludwig Jr (SEAL)
Jack D. Ludwig, Jr.

P. L. Travis Jr (SEAL)
P. L. Travis, Jr.

STATE OF VIRGINIA

City of Richmond, to-wit:

I, the undersigned, a Notary Public in and for the City/
County of Richmond, State of Virginia, do hereby
certify that Robert L. Bulifant, Jr., whose name is signed to the
foregoing writing bearing date on the 8 day of July,
1970, has acknowledged the same before me in my City/County and
State aforesaid.

Given under my hand this 8 day of July, 1970.

My Commission Expires: 1-25-72.

Martine H. Alpha
Notary Public

STATE OF VIRGINIA

City of Richmond, to-wit:

I, the undersigned, a Notary Public in and for the City/
County of Richmond, State of Virginia, do certify
that Jack D. Ludwig, Jr., whose name is signed to the foregoing
writing bearing date on the 8 day of July, 1970,
has acknowledged the same before me in my City/County and State
aforesaid.

Given under my hand this 8 day of July, 1970.

My Commission Expires: 1-25-72.

Martha H. Alden
Notary Public

STATE OF VIRGINIA

City of Richmond, to-wit:

I, the undersigned, a Notary Public in and for the City/
County of Richmond, State of Virginia, do certify
that P. L. Travis, Jr., whose name is signed to the foregoing
writing bearing date on the 8 day of July, 1970,
has acknowledged the same before me in my City/County and State
aforesaid.

Given under my hand this 8 day of July, 1970,

My Commission Expires: 1-25-72.

Martha H. Alch
Notary Public

AGENCY AGREEMENT

THIS AGREEMENT, made this 8 day of July, 1970, between B.L. T. ASSOCIATES, herein called Owner, and TRAVIS REALTY COMPANY, a Virginia corporation, herein called Agent, provides:

Owner is the owner or is purchasing certain land located on Hull Street Road near its intersection with Chippenham Parkway in Richmond, Virginia, for the purpose of constructing a shopping center to be called Chippenham Mall Shopping Center. Agent is, among other things, engaged in the business of providing managerial services in respect to the leasing and operation of leasehold property. Owner desires to employ the Agent, and Agent desires to be employed, to manage the Shopping Center.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. Owner hereby appoints and employs Agent as the Owner's exclusive agent for the purpose of leasing and managing the Shopping Center, and Agent hereby accepts such appointment and agrees to serve in such capacity as herein provided.

2. Agent will, unless specifically requested not to do so by the Owner, conduct all negotiations with prospective tenants and concerning the renewal or extension of leases at their expiration. In this connection, Agent will arrange for all advertising

of available space in the Shopping Center and solicitation of prospective tenants.

3. Agent will collect when due all rentals accruing under leases of portions of the Shopping Center and will make monthly accountings to the Owner for all rentals so collected. Agent will promptly notify Owner of any default by a tenant in the Shopping Center and will take whatever action Owner may direct on account of any such default. Agent will accept complaints, requests for maintenance and repairs from tenants and communicate same to Owner.

4. The Agent shall have the authority on behalf of the Owner to purchase supplies and pay all bills therefore in connection with any services required to be furnished by the Owner. The Agent shall, however, secure the prior approval of the Owner on all expenditures in excess of One Hundred Dollars (\$100.00) for any one expenditure, except monthly or recurring operating charges and/or emergency repairs, in excess of the maximum, if in the opinion of the Agent such repairs are necessary to protect the property from damage or to maintain services to the tenants that are required in their leases.

5. Agent will furnish the necessary personnel to discharge its responsibilities hereunder, and Agent will pay all traveling and incidental expenses of its personnel incurred in the ordinary course of conducting its duties under this contract.

6. Agent will maintain complete and accurate records of all transactions affecting the Shopping Center and such records shall be available for inspection by the Owner or its representatives at all reasonable times. Owner may, at its expense, require an independent audit of such records at any time. Agent will, if requested to do so by Owner, furnish the Owner with a surety bond conditioned upon the faithful performance by the Agent of its duties hereunder and the due accounting of all monies received by it. Such bond shall be in a force and substance satisfactory to the Owner and the premium therefore shall be paid by the Owner and charged as an expense which the Agent may incur for the Owner's account.

7. At the time of each monthly accounting, the Agent will pay to the Owner all rentals collected during the previous accounting period less all disbursements made for the Owner's account, all expenses incurred by the Agent except those to be borne by the Agent as herein provided, and the Agent's compensation as hereinafter set forth.

8. Owner will pay to the Agent as compensation for its services a sum equal to five percent (5%) of all minimum rentals collected by Agent in respect to leases of the Shopping Center, and five percent (5%) of all rentals received in excess of the minimum rentals, including overage rentals based upon the sale of

products or services by tenants of the Shopping Center. Agent shall be entitled to deduct such compensation from payments made to the Owner on account of rentals collected. Agent shall be entitled to such compensation not only in respect to the original leases but also in respect to all renewals or extensions thereof and also in respect to any new leases made by the Owner with any of the original tenants of the Shopping Center, during the effective period of this agreement.

9. In the event the Owner elects to sell all or any part of the Shopping Center, or any improvements thereon, he shall notify Agent of his intention and Agent shall then become the exclusive sales agent for a period of four (4) months from the date of such notification by Owner. In the event that such a sale is effected by Agent, a commission of five percent (5%) shall be paid to the Agent as a consideration for effecting such a sale.

10. In the event of such sale of the Shopping Center or any portion thereof, Agent shall continue as exclusive leasing and managing representative hereunder and any such sale shall be made expressly subject to the terms of this Agreement.

11. This agreement shall continue for a period of Twenty (20) years from the date the first rent is payable by a tenant and thereafter as to then existing leases until the termination of each such existing lease or renewal or renewals thereof,

unless and until either party hereto shall notify the other at least ninety (90) days prior to the expiration of the twenty (20) year term or any extension thereof of a desire to terminate. *Phy*

12. This Agreement shall be binding upon the parties hereto and their successors and assigns and the undertakings of the Owner contained herein shall be regarded as covenants running with the land and binding upon subsequent owners thereof as if such owners had been made parties to this Agreement.

13. If requested to do so by the Owner, Agent will execute an agreement by which it subordinates its claim to compensation hereunder to the lien of any first mortgage now in existence or hereafter created with respect to the property in the Shopping Center.

14. The Agent shall be designated as one of the insureds in all public liability policies maintained by the Owner in respect to the Shopping Center.

WITNESS the following signatures and seals:

B.L.T. ASSOCIATES

By *R. L. Burkett Jr.* (SEAL)

By *J. D. Anderson* (SEAL)

By *P. L. Anderson II* (SEAL)

STATE OF VIRGINIA

City of Richmond, to-wit;

I, the undersigned, a Notary Public in and for the City/
County of Richmond, State of Virginia, do hereby
certify that Robert L. Bulifant, Jr., whose name is signed to the
foregoing writing bearing date on the 8 day of July,
1970, has acknowledged the same before me in my City/County and
State aforesaid.

Given under my hand this 8 day of July, 1970.

My Commission Expires: 1-25-72.

Martha H. Alston
Notary Public

STATE OF VIRGINIA

City of Richmond, to-wit:

I, the undersigned, a Notary Public in and for the City/
County of Richmond, State of Virginia, do certify
that Jack D. Ludwig, Jr., whose name is signed to the foregoing
writing bearing date on the 8 day of July, 1970,
has acknowledged the same before me in my City/County and State
aforesaid.

Given under my hand this 8 day of July, 1970.

My Commission Expires: 1-25-72.

Martha H. Alston
Notary Public

STATE OF VIRGINIA

City of Richmond, to-wit:

I, the undersigned, a Notary Public in and for the City/
County of Richmond, State of Virginia, do certify
that P. L. Travis, Jr., whose name is signed to the foregoing
writing bearing date on the 8 day of July, 1970
has acknowledged the same before me in my City/County and State
aforesaid.

Given under my hand this 8 day of July, 1970

My Commission Expires: 1-25-72

Martha H. Alston
Notary Public

STATE OF VIRGINIA

CITY OF RICHMOND, To-wit:

I, the undersigned, a Notary Public in and for the City
aforesaid do hereby certify that P. L. TRAVIS, JR and
Martha H. Alston whose names as President and
Secretary, respectively, of Travis Realty Company are signed to
the foregoing Agreement dated the 8 day of July, 1970, have
acknowledged the same before me in my City aforesaid this 8
day of July, 1970.

My Commission expires June 11, 1971

Elizabeth D. Clares
Notary Public

AMENDMENT TO PARTNERSHIP AGREEMENT

THIS AMENDMENT TO PARTNERSHIP AGREEMENT, made as of the 1st day of January, 1975, by and between ROBERT L. BULIFANT, JR. ("Bulifant"), P. L. TRAVIS, JR. ("Travis"), and JACK D. LUDWIG, JR. ("Ludwig") (the "Partners"), provides:

Recitals:

By Agreement of Partnership dated July 8, 1970 (the "Partnership Agreement"), the Partners organized a general partnership under the Virginia Uniform Partnership Act known as B.L.T. ASSOCIATES (the "Partnership") for the purpose of acquiring, constructing, owning, managing, leasing, selling and otherwise dealing in and with shopping centers and other real estate. The Partners now desire to effect certain amendments to the Partnership Agreement.

NOW, THEREFORE, in consideration of their mutual promises, the Partners agree as follows:

1. Effective January 1, 1975, the Partnership is hereby reorganized and reconstituted to reflect the agreed-upon interests of the Partners in the Partnership and, in furtherance thereof, the Partnership Agreement is hereby amended as follows:

1.01. Section 8). is hereby amended in its entirety to read as follows:

"8). The earnings, profits and losses of the partnership shall be divided among the partners as follows: Bulifant - 63%; Ludwig - 18.5%; and

Travis - 18.5%."

1.02. Section 9)' is hereby amended in its entirety to read as follows:

"9). The partners shall be deemed to have contributed to the capital of the partnership as follows: Bulifant - 63%; Ludwig - 18.5%; and Travis - 18.5%."

2. As amended hereby, the Partnership Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, each of the Partners has executed this Amendment to Partnership Agreement as of the date first above written.

_____(SEAL)
Robert L. Bulifant, Jr.

_____(SEAL)
P. L. Travis, Jr.

_____(SEAL)
Jack D. Ludwig, Jr.

RECEIVED

JUL 22 1977

McGuff, Grigsby
& Parnell

ANSWER

Comes now Robert L. Bulifant, Jr., by counsel, and as and for his Answer to the Bill of Accounting states as follows:

1. The respondent admits the allegations contained in paragraphs numbered 1, 2 and 3 of the Bill of Accounting filed herein.

2. The respondent neither admits nor denies the allegations contained in paragraph numbered 4 of the Bill of Accounting filed herein.

3. The respondent denies the allegations contained in paragraph numbered 5 of the Bill of Accounting filed herein.

4. The respondent states affirmatively that since accord and satisfaction was reached by the parties by an amendment to the original partnership agreement effective January 1, 1975, wherein the complainants received additional interest in the ownership of the partnership and certain bills of the partnership to Central Valley Construction Company, Inc., were cancelled, no need for an accounting, effective prior to January 1, 1975.

5. The respondent states affirmatively that since January 1, 1975, P. L. Travis, Jr. has had sole control of the partnership and has been acting as managing partner and has all records for the partnership and that he has available to him all information that the respondent could possibly furnish.

WHEREFORE, the respondent prays that the prayer of P.L. Travis, Jr., and Jack D. Ludwig be denied and this matter be dismissed with all costs in these proceedings being awarded to Robert L. Bulifant, Jr.

ROBERT L. BULIFANT, JR.

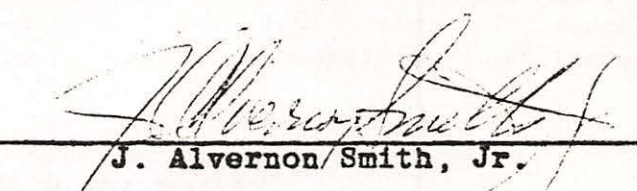
By: 

Counsel

J. Alvernon Smith, Jr.
PAUL, SMITH & BLANK
P. O. Box 8557
Richmond, VA 23226

CERTIFICATE

I certify that a true and exact copy of the foregoing Answer was sent to John W. Pearsall, of McCaul, Grigsby and Pearsall, P.O. Box 558, Richmond, Virginia, counsel of record for P. L. Travis, Jr., and Jack D. Ludwig, Jr., this 20th day of July, 1977.

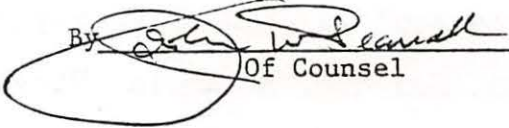

J. Alvernon Smith, Jr.

REQUEST FOR PRODUCTION OF DOCUMENTS

Come now the complainants, by counsel, pursuant to Rule 4:9, to request the defendant to produce all documents of the nature covered by said Rule which are in the possession or custody of the defendant or subject to his control by his request made as client, customer, patron, principal, agent, partner, stockholder, officer, director, business associate, depositor, borrower, endorser, or in any other capacity, that relate in any way to any dealing, direct or indirect, by him with or for the partnership or with the assets of the partnership, B.L.T. Associates.

The office of McCaul, Grigsby and Pearsall, 320 Mutual Building, Richmond, Virginia, 23219, within 21 days from the service hereof, are specified as a reasonable time and place for said production, and prompt xeroxing of desired materials is specified as the reasonable period and manner of making the inspection and performing the related acts contemplated by said rule.


P. L. TRAVIS, JR. and
JACK D. LUDWIG, JR.

By  Of Counsel

McCaul, Grigsby and Pearsall
P.O. Box 558
Richmond, Virginia 23204
Counsel for Complainants

CERTIFICATE OF SERVICE

I hereby certify that on July 25, 1977 I mailed a true copy of the foregoing Request for Production of Documents to J. Alvernon Smith, Jr., Esquire, P.O. Box 8557, Richmond, Virginia, 23226, counsel for the defendant.



RECEIVED

AUG 04 1977

McCaul, Grigsby,
& Pearsall

ANSWER TO REQUEST FOR
PRODUCTION OF DOCUMENTS

Comes now the defendant, by counsel and states as has been stated previously, that all records pertaining to B. L. T. Associates are in the possession of P. L. Travis, Jr., and the defendant has nothing to produce in respect to the Request for the Production of Documents.

ROBERT L. BULIFANT, JR.

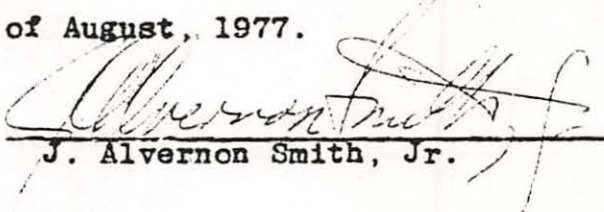
By: 

Of Counsel

J. Alvernon Smith, Jr.
PAUL, SMITH & BLANK
P. O. Box 8557
Richmond, VA 23226

CERTIFICATION

I hereby certify that a copy of the foregoing Answer to Request for Production of Documents was mailed to John W. Pearsall, Esquire, McCaul, Grigsby, and Pearsall, P. O. Box 558, Richmond, Virginia, this the 2nd day of August, 1977.


J. Alvernon Smith, Jr.

ORDER COMPELLING DISCOVERY

This cause came on this day to be heard pursuant to Notice of presentation by the complainants of a Motion to treat as evasive, incomplete, and a failure to answer, the purported answer of the defendant to the complainants' Request for Production of Documents, namely that all records are in the possession of P. L. Travis, Jr. and the defendant has nothing to produce in respect to the Request for Production of Documents.

And it not appearing to the Court that documents in the possession or custody of the defendant himself, or subject to his control by requests to others than P. L. Travis, Jr., made as client, customer, patron, principal, agent, partner, stockholder, officer, director, business associate, depositor, borrower, endorser, or in any other capacity, would be in the custody of P. L. Travis, Jr., the Court doth direct that on or before September 8, 1977 the defendant shall make the requested response as to all documents not in the possession of P. L. Travis, Jr., and should the defendant still contend that there are not in his possession or subject to his control any documents that relate in any way to any dealing, direct or indirect, by him with or for the partnership or with the assets of the partnership, B.L.T. Associates, he shall report the same to the Court by September 8, 1977.

August 22, 1977

ENTER: s/ D. W. Murphey
Judge

A COPY, TESTE:

Lewis H. Vaden, Clerk

By Margaret C. Foster
Deputy Clerk

PLAINTIFFS' INTERROGATORIES TO DEFENDANT

Pursuant to Rule 4:8 of the Rules of Court the plaintiffs herewith serve upon the defendant written Interrogatories to be answered separately and fully in writing under oath by Robert L. Bulifant, Jr.:

1. As to payments by BLT Associates [BLT] to Central Valley Construction Co. Inc. [Central Valley], on 5/9/73 of \$105,941.71, on 6/25/73 of \$20,000.00, on 9/12/73 of \$199,775.00, and on 12/14/73 of \$52,000.00; and as to the representation by Bulifant on January 30, 1976 that BLT still owed Central Valley at that time \$74,869.98:

a. Detail the precise terms of any contract between BLT and Central Valley that entitles Central Valley to such amounts from BLT, for an aggregate claimed by Central Valley against BLT of \$2,641,578.13, or/\$347,237.13 more than the aggregate of \$2,247,541.00 shown on the attached Exhibits A,B, and C as the last contract amounts approved by the architect for the respective jobs as of the indicated dates, plus \$46,800.00 estimated by the architect to complete the leased space [Exhibit D].

b. Detail, and attach supporting documentation of, the labor and materials or subcontracted work that Central Valley furnished for said payments in May, June, September, and December, of 1973 and for which a claim was still asserted in January, 1976,

clearly indicating that improvement which was being effected through every such furnishing of labor of materials or subcontractor performance.

P.L. TRAVIS, JR., and

JACK D. LUDWIG, JR.

By 
Of Counsel

McCaul, Grigsby and Pearsall
P. O. Box 558
Richmond, Virginia 23204
Counsel for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that on ^{Oct 1's} ~~July 25~~, 1977 I mailed a true copy of the foregoing Plaintiffs' Interrogatories to Defendant to J. Alvernon Smith, Jr., Esquire P.O. Box 8557, Richmond, Virginia 23226, counsel for the defendant.



AIA DOCUMENT G703

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

1111

Exhibit A

TO (Owner)

PERIOD FROM 11-1-72 TO 11-30-72

ARCHITECT'S PROJECT NO:

B. L. T. Associates
7148 Hull Street Road
Richmond, Virginia 23235

CONTRACTOR: Central Valley Construction

CONTRACT DATE:

In accordance with this Contract and the attached Application For Payment the Contractor is entitled to payment in the amount stipulated below. The present status of the account for this Contract is as follows:

		ADDITIONS \$	DEDUCTIONS \$
Change Orders approved in previous months by Owner — TOTAL			
Subsequent Change Orders			
Number	Approved (date)		
TOTALS			

Net change by Change Orders

ORIGINAL CONTRACT SUM. . \$ 1,081,000.00

CHANGE ORDERS

TOTAL ADDITIONS	\$ 3,260.00
-----------------	-------------

SUB TOTAL	\$ 1,084,260.00
-----------	-----------------

TOTAL DEDUCTIONS . . \$ -0-

CONTRACT SUM TO DATE . \$ 1,084,260.00

BALANCE TO FINISH	\$	-0-
-------------------	----	-----

TOTAL COMPLETED TO DATE \$ 1,084,260.00

MATERIALS STORED : : \$ -0-

TOTAL COMPLETED & STORED \$ 1,084,260.00

RETAINAGE -0-% -0-

TOTAL EARNED LESS

RETAINAGE \$ 1,084,260.00

LESS. PREVIOUS

CERTIFICATES : : : \$ 1,074,260.00

THIS CERTIFICATE \$ 10,000.00

Architect: Armstrong and Salomonsky, Ltd.

Бү:

Date: January 15, 1973

This Certificate is not negotiable. It is payable only to the payee named herein and its issuance, payment and acceptance are without prejudice to any rights of the Owner or Contractor under their Contract. If AIA DOCUMENT G702, APPLICATION FOR PAYMENT, or other application form containing satisfactory evidence of payment for Work previously completed DOES NOT ACCOMPANY THIS CERTIFICATE the Contractor shall first provide the equivalent certification by completing and executing the following:

State of: Virginia

County of: Richmond

The undersigned certifies that the Work covered by this Certificate for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid for Work for which previous Certificates for Payment were issued and payments received, and that the current payment shown herein is now due.

Subscribed and sworn to before me this

15th day of January 19 73

Notary Public:

My Commission expires: May 23, 191

Contractor: Central Valley Construction Company, Inc.

By: _____ Date: January 15, 1973

John M. Showalter

028 A

PROJECT: W. T. GRANT DEPARTMENT STORE
(name, address) U.S. Route 360 West, Elkhardt Rd. & Chippenham Pky.
Richmond, Virginia

TO (Owner)

B. L. T. Associates
7148 Hull Street Road
Richmond, Virginia 23235

DATE OF APPLICATION: January 15, 1973

APPLICATION NO: Nine (9) - FINAL

PERIOD FROM: 11-1-72 TO: 11-30-72

State of: Virginia
County of: Richmond

The undersigned certifies that the Work herein has been completed in accordance with the Contract Documents, that all amounts have been paid for items for which previous Certificates for Payment were issued and payments received, and that the current payment is now due.

Central Valley Construction Company, Inc.
Contractor
P. O. Box 8809, Richmond, Virginia 23225
Address

By John M. Showalter Jan. 15, 1973
Date

Subscribed and sworn to before me this
15th day of January, 1973.

Notary Public:

My Commission Expires: May 23, 1975

Application is made for Payment, as shown below, in connection with this Contract.

TOTAL COMPLETED TO DATE (F below)	<u>1,084,260.00</u>
STORED MATERIALS (see attached list)	<u>-0-</u>
TOTAL COMPLETED & STORED	<u>1,084,260.00</u>
RETAINAGE -0- %	<u>-0-</u>
TOTAL EARNED LESS RETAINAGE	<u>1,084,260.00</u>
LESS PREVIOUS PAYMENTS	<u>1,074,260.00</u>
CURRENT PAYMENT DUE	<u>10,000.00</u>

ITEM No. A	DESCRIPTION OF WORK B	SCHEDULED VALUE C	PREVIOUS APPLICATIONS D	THIS APPLICATION E	%	COMPLETED TO DATE F	BALANCE TO FINISH G
	<u>W. T. GRANT DEPT. STORE</u>						
1.	General Conditions	37,000.	37,000.	-0-	100	37,000.	-0-
2.	Concrete & Reinforcing	110,656.	110,656.	-0-	100	110,656.	-0-
3.	Masonry	94,000.	94,000.	-0-	100	94,000.	-0-
4.	Prestressed Concrete	9,104.	9,104.	-0-	100	9,104.	-0-
5.	Structural Steel, Joist, and Misc.	96,760.	96,760.	-0-	100	96,760.	-0-
6.	Insulrock Roof Deck	53,700.	53,700.	-0-	100	53,700.	-0-
7.	Roofing & Sheet Metal	51,850.	51,850.	-0-	100	51,850.	-0-
8.	Metal Doors & Frames	3,096.	3,096.	-0-	100	3,096.	-0-
9.	Overhead Doors	3,587.	3,587.	-0-	100	3,587.	-0-
10.	Special Doors	4,498.	4,498.	-0-	100	4,498.	-0-
11.	Carpentry & Millwork	28,406.	28,406.	-0-	100	28,406.	-0-
12.	Alum. Entrances, Glass and Glaze	16,200.	16,200.	-0-	100	16,200.	-0-
13.	Facia Panels	36,350.	36,350.	-0-	100	36,350.	-0-
14.	Drywall Constructions	25,875.	25,875.	-0-	100	25,875.	-0-
15.	Acoustic & Resilient	48,111.	48,111.	-0-	100	48,111.	-0-
	SUB TOTAL OR TOTAL	619,193.	619,193.	-0-		619,193.	-0-

O'ER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

□□□□

A DOCUMENT C702A

CONTINUATION SHEET
APPLICATION NUMBER:

[illegible]

028C

AIA DOCUMENT G703

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

TO (Owner)

CERTIFICATE NUMBER: Eight (8)

PERIOD FROM 10-31-72 TO 12-31-72

ARCHITECT'S PROJECT NO:

CONTRACTOR: Central Valley Construction

CONTRACT DATE:

B. L. T. Associates
7148 Hull Street Road
Richmond, Virginia 23235

In accordance with this Contract and the attached Application For Payment the Contractor is entitled to payment in the amount stipulated below. The present status of the account for this Contract is as follows:

		ADDITIONS \$	DEDUCTIONS \$
Change Orders approved in previous months by Owner — TOTAL			
Subsequent Change Orders			
Number	Approved (date)		
TOTALS			

Net change by Change Orders

ORIGINAL CONTRACT SUM . . .	\$ 260,400.00
CHANGE ORDERS	
TOTAL ADDITIONS . . .	\$ 57,684.00
SUB TOTAL	\$ 318,084.00
TOTAL DEDUCTIONS . . .	\$ 15,357.00
CONTRACT SUM TO DATE . .	\$ 302,727.00
BALANCE TO FINISH . . .	\$ 23,500.00
TOTAL COMPLETED TO DATE	\$ 279,227.00
MATERIALS STORED . . .	\$ -0-
TOTAL COMPLETED & STORED	\$ 279,227.00
RETAINAGE <u>10</u> %	27,922.70
TOTAL EARNED LESS	
RETAINAGE	\$ 251,304.30
LESS PREVIOUS	
CERTIFICATES	\$ 248,154.30
THIS CERTIFICATE	\$ 3,150.00

Architect: Armstrong and Salomonsky, Ltd.

By:

Date: January 15, 1973

This Certificate is not negotiable. It is payable only to the payee named herein and its issuance, payment and acceptance are without prejudice to any rights of the Owner or Contractor under their Contract. If AIA DOCUMENT G702, APPLICATION FOR PAYMENT, or other application form containing satisfactory evidence of payment for Work previously completed DOES NOT ACCOMPANY THIS CERTIFICATE, the Contractor shall first provide the equivalent certification by completing and executing the following:

State of: Virginia

Subscribed and sworn to before me this

COURT of: Richmond

15th day of January 19 73

The undersigned certifies that the Work covered by this Certificate for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid for Work for which previous Certificates for Payment were issued and payments received, and that the current payment shown herein is now due.

Notary Public:

My Commission expires: May 23, 1975

Contractor: Central Valley Construction Company, Inc.

By:

Date: January 15, 1973

John M. Showalter

028D

PROJECT: SITWORK - Chippenham Mall
 (name, address) U.S. Route 360 West, Elkhardt Rd. & Chippenham Pky.
Richmond, Virginia

Owner

B. L. T. Associates
7148 Hull Street Road
Richmond, Virginia 23235

DATE OF APPLICATION: January 15, 1973

APPLICATION NO: Eight (8)

PERIOD FROM: 10-31-72 TO: 12-31-72

State of: Virginia
 County of: Richmond

I, the undersigned certifies that the Work herein has been completed in accordance with the Contract Documents, that all amounts have been paid for items for which previous Certificates for Payment were issued and payments received, and that the current payment is now due.

Central Valley Construction Company, Inc.
 Contractor
P.O. Box 8809, Richmond, Virginia 23225
 Address

Witnessed by John M. Showalter Date Jan. 15, 1973

Subscribed and sworn to before me this
15th day of January, 19 73

Notary Public:

My Commission Expires: May 23, 1975

Application is made for Payment, as shown below, in connection with this Contract.

TOTAL COMPLETED TO DATE (F below)	<u>279,227.00</u>
STORED MATERIALS (see attached list)	<u>-0-</u>
TOTAL COMPLETED & STORED	<u>279,227.00</u>
RETAINAGE 10 %	<u>27,922.70</u>
TOTAL EARNED LESS RETAINAGE	<u>251,304.30</u>
LESS PREVIOUS PAYMENTS	<u>248,154.30</u>
CURRENT PAYMENT DUE	<u>3,150.00</u>

ITEM No. A	DESCRIPTION OF WORK B	SCHEDULED VALUE C	PREVIOUS APPLICATIONS D	THIS APPLICATION E	COMPLETED TO DATE F		BALANCE TO FINISH G
					%		
	<u>SITWORK</u>						
1.	Relocate House (Allowance)	7,500.	7,500.	-0-	100	7,500.	-0-
2.	Site Clear & Grade	39,400.	39,400.	-0-	100	39,400.	-0-
3.	Utilities, Storm & Sanitary	74,000.	74,000.	-0-	100	74,000.	-0-
4.	Concrete Walks, Curb, Gutter, Island	40,000.	26,500.	3,500.	75	30,000.	10,000.
5.	Paving & Markings	99,500.	86,000.	-0-	86	86,000.	13,500.
#1	C.O. Relocate House	+ 2,402.	+ 2,402.	-0-	100	+ 2,402.	-0-
#2	C.O. Site & Grade	+ 32,111.	+ 32,111.	-0-	100	+ 32,111.	-0-
#3	C.O. Utilities	- 7,357.	- 7,357.	-0-	100	- 7,357.	-0-
#4	C.O. Site & Grade	+ 19,191.	+ 19,191.	-0-	100	+ 19,191.	-0-
#5	C.O. Omit Islands & Curbs	- 8,000.	- 8,000.	-0-	100	- 8,000.	-0-
#6	C.O. Grade Change @ Curb	+ 3,980.	+ 3,980.	-0-	100	+ 3,980.	-0-
	<u>SUBTOTAL TOTAL</u>	<u>302,727.</u>	<u>275,727.</u>	<u>3,500.</u>		<u>279,227.</u>	<u>23,500.</u>

AIA DOCUMENT G703

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

□□□□

Exhibit C

PROJECT: SECTION NO. 2 - Lease Space
(name, address) SECTION NO. 3 - A & P Food Store
U.S. 360 West, Elkhardt Rd. and
Chippenham Parkway, Richmond, Va.

CERTIFICATE NUMBER: Nine (9)

PERIOD FROM 3-17-73 TO 4-30-73

ARCHITECT'S PROJECT NO:

CONTRACTOR: Central Valley Construction Co.

CONTRACT DATE:

B. L. T. Associates
7148 Hull Street Road
Richmond, Virginia 23235

In accordance with this Contract and the attached Application For Payment the Contractor is entitled to payment in the amount stipulated below. The present status of the account for this Contract is as follows:

		ADDITIONS \$	DEDUCTIONS \$
Change Orders approved in previous months by Owner — TOTAL			
Subsequent Change Orders			
Number	Approved (date)		
TOTALS			

Net change by Change Orders

ORIGINAL CONTRACT SUM	\$ 562,942.00
CHANGE ORDERS	
TOTAL ADDITIONS	\$ 297,612.00
SUB TOTAL	\$ 860,554.00
TOTAL DEDUCTIONS	\$ -0-
CONTRACT SUM TO DATE	\$ 860,554.00
BALANCE TO FINISH	\$ 4,100.00
TOTAL COMPLETED TO DATE	\$ 856,454.00
MATERIALS STORED	\$ -0-
TOTAL COMPLETED & STORED	\$ 856,454.00
RETAINAGE <u>10</u> %	\$ 85,645.40
TOTAL EARNED LESS	
RETAINAGE	\$ 770,808.60
LESS PREVIOUS	
CERTIFICATES	\$ 664,866.90
THIS CERTIFICATE	\$ 105,941.70

Architect: Armstrong and Salomonsky, Ltd.

By:

Date: May 7, 1973

This Certificate is not negotiable. It is payable only to the payee named herein and its issuance, payment and acceptance are without prejudice to any rights of the Owner or Contractor under their Contract. If AIA DOCUMENT G702, APPLICATION FOR PAYMENT, or other application form containing satisfactory evidence of payment for Work previously completed DOES NOT ACCOMPANY THIS CERTIFICATE, the Contractor shall first provide the equivalent certification by completing and executing the following:

State of: Virginia

City ~~County~~ of: Richmond

The undersigned certifies that the Work covered by this Certificate for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid for Work for which previous Certificates for Payment were issued and payments received, and that the current payment shown herein is now due.

Subscribed and sworn to before me this

7th day of May 19 73

Notary Public: Elizabeth G. Corrie

My Commission expires: May 23, 1975

Contractor: CENTRAL VALLEY CONSTRUCTION COMPANY, INC.

By: John M. Snowalter
John M. Snowalter

Date: May 7, 1973

028F

APPLICATION FOR PAYMENT

AIA DOCUMENT G702

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

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PROJECT: SECTION NO. 2 - LEASE SPACE
(name, address) SECTION NO. 3 - A & P FOOD STORE
U.S. 360 West, Elkhardt Rd. & Chippenham Pky.
TO (Owner) Richmond, Virginia

B. L. T. Associates
7148 Hull Street Road
Richmond, Virginia 23235

DATE OF APPLICATION: May 4, 1973

APPLICATION NO: Nine (9)

PERIOD FROM: 3-17-73 TO: 4-30-73

State of: Virginia
County of: Richmond

The undersigned certifies that the Work herein has been completed in accordance with the Contract Documents, that all amounts have been paid for items for which previous Certificates for Payment were issued and payments received, and that the current payment is now due.

Application is made for Payment, as shown below, in connection with this Contract.

TOTAL COMPLETED TO DATE (F below)	856,454.00
STORED MATERIALS (see attached list)	-0-
TOTAL COMPLETED & STORED	856,454.00
RETAINAGE 10 %	85,645.40
TOTAL EARNED LESS RETAINAGE	770,808.60
LESS PREVIOUS PAYMENTS	664,866.90
CURRENT PAYMENT DUE	105,941.70

Central Valley Construction Company, Inc.

Contractor
P. O. Box 8809, Richmond, Virginia 23225

Address
By John M. Showalter May 4, 1973
Date

Subscribed and sworn to before me this
4th day of May, 1973.

Notary Public: Elizabeth J. Clower
My Commission Expires: May 23, 1975

ITEM No. A	DESCRIPTION OF WORK B	SCHEDULED VALUE C	PREVIOUS APPLICATIONS D	THIS APPLICATION E	%	COMPLETED TO DATE F	BALANCE TO FINISH G
SECTION NO. 2 and 3							
1.	Concrete & Reinforcing	87,434.	83,934.	-0-	96	83,934.	3,500.
2.	Masonry	50,500.	50,500.	-0-	100	50,500.	-0-
3.	Structural Steel, Joist, Deck, Misc.	114,762.	114,762.	-0-	100	114,762.	-0-
4.	Roofing & Sheet Metal	55,826.	54,000.	1,826.	100	55,826.	-0-
5.	Metal Doors & Frames	2,744.	2,744.	-0-	100	2,744.	-0-
6.	Carpentry & Millwork	22,689.	22,689.	-0-	100	22,689.	-0-
7.	Alum. Entrances, Glass and Glaze	10,200.	10,200.	-0-	100	10,200.	-0-
8.	Facia Panels	45,000.	45,000.	-0-	100	45,000.	-0-
9.	Acoustic & Resilient	23,230.	23,230.	-0-	100	23,230.	-0-
10.	Painting & Decorating	5,100.	5,100.	-0-	100	5,100.	-0-
11.	Caulking	2,915.	2,915.	-0-	100	2,915.	-0-
12.	Finish Hardware	2,571.	2,571.	-0-	100	2,571.	-0-
13.	Plumbing, Heating & A/C	85,000.	85,000.	-0-	100	85,000.	-0-
14.	Electrical	45,000.	44,500.	500.	100	45,000.	-0-
15.	Toilet Partitions	475.	475.	-0-	100	475.	-0-
16.	Toilet Accessories	300.	300.	-0-	100	300.	-0-
SUB TOTAL 2,222,222		553,746.	547,920.	2,326.		550,246.	3,500.

1286

APPLICATION FOR PAYMENT

AIA DOCUMENT G702A

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

CONTINUATION SHEET
APPLICATION NUMBER:

ITEM No. A	DESCRIPTION OF WORK B	SCHEDULED VALUE C	PREVIOUS APPLICATIONS D	THIS APPLICATION E	%	COMPLETED TO DATE F	BALANCE TO FINISH G
	Sub Total Forward	553,746.	547,920.	2,326.		550,246.	3,500.
17.	Aluminum Soffitt	5,956.	2,456.	3,500.	100	5,956.	-0-
18.	Exterior Sign	500.	-0-	-0-	-0-	-0-	500.
19.	Louvers	410.	310.	-0-	75	310.	100.
20.	Special Doors	1,830.	1,830.	-0-	100	1,830.	-0-
21.	Fire Extinguishers	500.	500.	-0-	100	500.	-0-
#1	Change Order - Add	20,508.	20,508.	-0-	100	20,508.	-0-
#2	Change Order - Add	18,515.	18,515.	-0-	100	18,515.	-0-
#3	Change Order - Add	20,017.	20,017.	-0-	100	20,017.	-0-
#4	Change Order - Add	18,702.	18,702.	-0-	100	18,702.	-0-
#5	Change Order - Add	15,838.	15,838.	-0-	100	15,838.	-0-
#6	Change Order - Add	8,435.	8,435.	-0-	100	8,435.	-0-
#7	A & P Acoust. & Resil. Add	5,482.	5,482.	-0-	100	5,482.	-0-
#8*	Change Order - Add (Shell)	6,295.	6,295.	-0-	*	6,295.	*
#9	Change Order - Add	16,872.	16,872.	-0-	100	16,872.	-0-
#10	Change Order - Add	14,664.	14,664.	-0-	100	14,664.	-0-
#11*	Change Order - Add (Shell)	5,727.	5,727.	-0-	*	5,727.	*
#12	Change Order - Add	16,533.	16,533.	-0-	100	16,533.	-0-
#13	Change Order - Add	18,137.	18,137.	-0-	100	18,137.	-0-
#14	To C.O. *3 Acous.&Resil.Add	456.	-0-	456.	100	456.	-0-
#15*	Change Order - Add	31,196.	-0-	31,196.	*	31,196.	*
#16*	Change Order - Add	25,589.	-0-	25,589.	*	25,589.	*
#17*	Change Order - Add	8,675.	-0-	8,675.	*	8,675.	*
#18*	Change Order - Add	6,303.	-0-	6,303.	*	6,303.	*
#19*	Change Order - Add	11,382.	-0-	11,382.	*	11,382.	*
#20*	Change Order - Add	15,227.	-0-	15,227.	*	15,227.	*
#21*	Change Order - Add	6,846.	-0-	6,846.	*	6,846.	*
#22*	Change Order - Add	6,213.	-0-	6,213.	*	6,213.	*
	* INCOMPLETE PARTIAL BILLING						
	SYNOPSIS TOTAL	860,554.	738,741.	117,713.		856,454.	4,100.

TIFFANY HAYES ARMSTRONG & H. LOUIS SALOMONSKY, LTD.

ARCHITECTS • AMERICAN INSTITUTE OF ARCHITECTS • TEL. 703-643-5361
CARRINGTON ROW • 2311 EAST BROAD STREET • RICHMOND, VIRGINIA 23223

June 4, 1973

Mr. R. L. Bulifant, Jr.
Post Office Box 8809
Richmond, Virginia 23225

Re: Chippenham Mall

Dear Bob:

In response to your request for an estimate of the cost of completion of the remaining space at Chippenham Mall, I have made this determination:

1. To complete the spaces located adjacent to American Finance, between Sportsworld Footwear and Needles and Crafts, adjacent to C. J. Fashions and Abbey Carpets, and between the Grants store and the mall, would require approximately \$46,800.
2. The space between the Beauty Salon and the Yee Ann Restaurant is rented and, hence, not included in the above figure.
3. The above figure is based on the assumption that the space will be a commercial retail store with no special requirements.
4. The above figure may vary slightly depending on whether the space between Grants and the mall is rented as one store or two.

If you have any questions, please call me.

Sincerely yours,

ARMSTRONG AND SALOMONSKY, LTD.

Hask

Haskell C. Brown, Jr.

HCBjr./krd

cc: Mr. W. W. Browning, Jr.

CENTRAL VALLEY CONSTRUCTION CO., INC.
RECEIVED
JUN 5 1973

2531 MIDLOTHIAN TURNPIKE
RICHMOND, VA. 23225

W. W. Brown D

TIFFANY H. EY ARMSTRONG & H. LOUISA ALOMONSKY, LTD.
ARCHITECTS • AMERICAN INSTITUTE OF ARCHITECTS • TEL. 703-643-5361
CARRINGTON ROW • 2311 EAST BROAD STREET • RICHMOND, VIRGINIA 23223

June 4, 1973

Mr. R. L. Bulifant, Jr.
Post Office Box 8809
Richmond, Virginia 23225

Re: Chippenham Mall

Dear Bob:

In response to your request for an estimate of the cost of completion of the remaining space at Chippenham Mall, I have made this determination:

1. To complete the spaces located adjacent to American Finance, between Sportsworld Footwear and Needles and Crafts, adjacent to C. J. Fashions and Abbey Carpets, and between the Grants store and the mall, would require approximately \$46,800.
2. The space between the Beauty Salon and the Yee Ann Restaurant is rented and, hence, not included in the above figure.
3. The above figure is based on the assumption that the space will be a commercial retail store with no special requirements.
4. The above figure may vary slightly depending on whether the space between Grants and the mall is rented as one store or two.

If you have any questions, please call me.

Sincerely yours,

ARMSTRONG AND SALOMONSKY, LTD.

Hask

Haskell C. Brown, Jr.

HCBjr./krd

cc: Mr. W. W. Browning, Jr.

CENTRAL VALLEY CONSTRUCTION
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2331 MIDLOTHIAN TURNPIKE
RICHMOND, VA 23223

RECEIVED

NOV 4 1977

Michael, George
- 8 Pm

ANSWERS TO INTERROGATORIES PROPOUNDED

. For answer to interrogatories propounded, Robert L. Bulifant, Jr., states as follows:

1. \$74,869.98 is one-half of five percent overhead not paid.

a. Contract between B.L.T. and Central Valley was a cost-plus contract and the exhibits filed were for approval of the architect for the drawing of monies from the finance company and did not show the actual costs of the construction. \$46,800 referred to was the amount of money the architect recommended that the lending institution withhold for the completion of leased space.

b. The actual cost for the building of the shopping center in question was \$2,489,915.73. The actual cost does not include ten percent overhead and profit; overhead and profit is \$248,991.57. The total cost, including overhead and profit is \$2,738,907.30. Payments to date total \$2,538,541.53. Amount due Central Valley Construction Company is \$199,365.77. Ledger book showing entire expenditures has been previously furnished to counsel for plaintiffs for his detailed inspection; and receipts were offered to substantiate ledger; ledger book and receipts are still available for inspection by counsel at the office of Central Valley with proper notification of the desire to see said ledger again and records supporting ledger.

ROBERT L. BULIFANT, JR.

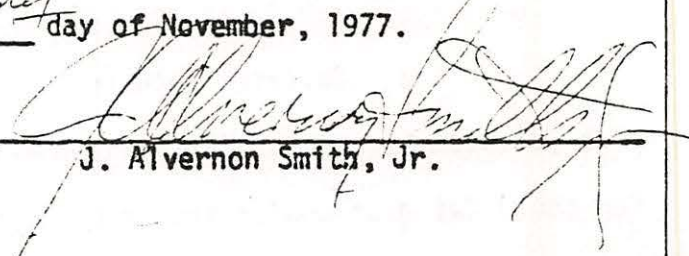
By


Counsel

J. Alvernon Smith, Jr.
PAUL, SMITH and BLANK
P. O. Box 8557
Richmond, VA 23226

C E R T I F I C A T E

I hereby certify that a true copy of the foregoing Answers to Interrogatories Propounded was mailed to John W. Pearsall, Esquire, of McCaul, Grigsby and Pearsall, 320 Mutual Building, P. O. Box 558, Richmond, Virginia 23204, on this 3rd day of November, 1977.


J. Alvernon Smith, Jr.

MOTION TO COMPEL DISCOVERY

Come now the plaintiffs, by Counsel, pursuant to Rule 4:12 of the Rules of Court for an Order compelling Robert L. Bulifant, Jr. to make Answers to the Interrogatories propounded to him by mailing October 10, 1977 as required by Rule 4:8 and upon hearing of this motion and this request, to require the party or attorney advising such conduct, or both of them, to pay to the plaintiffs the reasonable expenses incurred in obtaining the Order, including attorneys fees, inviting the attention of the Court to the following matters, among others, in support of these motions:

1. Rule 4:8 requires each interrogatory to be answered under oath by the party to whom directed.
2. In view of Exhibits A, B, and C attached hereto, it is obvious that the responses, that the contract between BLT and Central Valley was a cost plus contract, were made by one without knowledge of the relationships of the parties and must be treated as evasive and incomplete and a failure to answer.
3. Referring the plaintiffs to the ledger book of Central Valley Construction Company showing entire expenditures, and to receipts to substantiate such expenditures, is in no way responsive to the request for the basis upon which Central Valley claimed \$347,237.13 more than the aggregate of \$2,247,541.00 as the last contract amounts approved

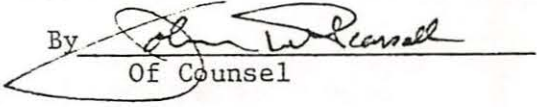
by the architect for the respective jobs as of the indicated dates, plus \$46,800.00 estimated by the architect to complete the leased space.

4. Referring the plaintiffs to such records of expenditures is in no way responsive to the request for the supporting documentation of the labor, materials or sub-contracted work furnished for the payments listed in the interrogatories and the request to indicate what improvement was being effected through every such furnishing of labor, materials or sub-contractor performance.

5. The lack of responsiveness of the Answers to Interrogatories would have been immediately apparent to anyone making the most casual inquiry into the relationship between BLT Associates and Central Valley Construction Company.

P. L. Travis, Jr. and

Jack D. Ludwig, Jr.

By 
Of Counsel

McCaul, Grigsby and Pearsall
P. O. Box 558
Richmond, Virginia 23204
Counsel for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing Motion to Compel Discovery was mailed to J. Alvernon Smith, Jr., of Paul, Smith and Blank, P. O. Box 8557, Richmond, Virginia, 23226, on this day, the 14th of November, 1977.

030A 
John W. Pearsall

This Agreement made 3/5th day of DECEMBER in the year Nineteen Hundred and Seventy-One by and between Central Calley Construction Company, Incorporated, hereinafter called the Contractor and B. L. T. Associates, hereinafter called the Owner, Witnesseth that the Contractor and the Owner for the consideration hereinafter named agree as follows:

Article 1. Scope of the Work

The Contractor shall furnish all of the materials and perform all of the work shown on the Drawings and described in the Specifications entitled W. T. Grants Department Store, Chippenham Mall, Richmond, Virginia, prepared by Armstrong and Salomonsky, Ltd., A.I.A. Architects, acting as and in these Contract Documents entitled the Architect for all phases of the work; and shall do everything required by the agreement, the General Conditions of the Contract, the Supplementary General Conditions, the Specifications and the Drawings, to construct on the site at U.S. Route 360 West, Elkhardt Road and Chippenham Parkway in Richmond, Virginia a new Building to be known as W. T. Grant Department Store. Limits of construction for this building to be 5' out side building line.

Article 2. Time of Completion

The work to be performed under this contract shall be commenced upon the signing of the Contract and the Contractor shall thereafter execute his work with diligence until completion.

Article 3. The Contract Sum

In full consideration and satisfaction of the performance of this Contract the Owner agrees to pay and the Contractor agrees to accept, the sum of: One Million Eighty One Thousand and No/100 Dollars (\$1,081,000.00).

Article 4. Progress Payments

The Owner shall make payments on account of the contract as provided therein as follows:

On or about the Tenth day of each month, Ninety per cent of the value, based on the Contract prices of labor and materials incorporated in the work and of materials suitably stored at the site or other approved locations up to the First Day of that month, as estimated by the Architect, less the aggregate of previous payments; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to 95 per cent of the Contract price upon recommendation of the Architect and pending acceptance for final payment as noted under Article 5 of the Contract.

The term "substantial Completion" as used in the agreement shall designate the building as shown on the drawings and as specified completed to a stage that will allow W. T. Grant Company to commence the installation of equipment and fixtures that are to be furnished by them.

Article 5. Acceptance and Final Payment

Final payment on this agreement shall be due sixty days after substantial completion of the work provided the work be then fully completed and the Contract fully performed. Upon receipt of written notice that the work is ready for Final Inspection and Acceptance, the Architect shall promptly make such inspection and when he finds the work acceptable under the Contract and the Contract fully performed he shall promptly issue a Final Certificate, over his own signature stating that the work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof, and that the entire balance found to be due the Contractor and noted in said Final Certificate, is due and payable.

Before issuance of Final Certificate the Contractor shall submit evidence satisfactory to the Architect that all payrolls, material bills and other indebtedness connected with the work have been paid.

If after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Architect so certifies, the Owner shall, upon Certificate of the Architect, and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing Final Payment, except that it shall not constitute a waiver of claims.

Article 6. The Contract Documents

The General Conditions of the Contract, the Supplementary General Conditions, the Specifications and the Drawings, together with this Agreement, for the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The following is an enumeration of the Specifications and Drawings prepared by Armstrong and Salomonsky, Ltd., Architects.

Specifications:

W. T. Grant Department Store - Dated October 26, 1970.

Sections: Contract Forms, Supplementary General Conditions; 1; 2A, 2B, 2C, 2D; 3A; 4A; 5A, 5B, 5C; 6A; 7A, 7B, 7C, 7D, 7E; 8A, 8B, 8C, 8D, 8E, 8F; 9A, 9B, 9C, 9D, 9E; 10A, 10B; ---- 13A, 13B; 14A, 14B; 15A, 15B; and 16.

Addendum No. 1 - dated September 28, 1971
Addendum No. 1-A - dated November 5, 1971
Addendum No. 2-A - dated November 16, 1971

Drawings:

W. T. Grant Department Store

<u>Sheet No.</u>	<u>Title</u>	<u>Date</u>
1	Site Plan	Rev. 11-4-71
2	Main Floor Plan	Rev. 11-15-71
3	Elevation	Rev. 12-13-71
4	Large Scale Details	Rev. 11-4-71
5	Layout Stock Room & Office	Rev. 11-15-71
6	Wall Sections	Rev. 11-15-71
7	Wall Sections	Rev. 11-9-70
8	Wall Sections	Rev. 11-4-71
9	Roof Plan	Rev. 11-9-70
S-1	Foundation Plan	Rev. 11-1-71
S-2	Foundation Details	Rev. 11-1-71
S-3	Framing Plan	Rev. 11-1-71
S-4	Framing Details	Rev. 11-1-71
S-5	Framing Details	Rev. 11-1-71
M-1	Floor Plan - HVAC	Rev. 12-13-71
P-1	Floor Plan - Plumbing	Rev. 11-4-71
P-2	Enlarged Plumbing Plan	Rev. 11-4-71
E-1	Electrical Schedule	Rev. 11-4-71
E-2	Floor Plan - Lighting	Rev. 11-4-71
E-3	Floor Plan - Power	Rev. 11-4-71
E-4	Part Plan "A" Power & Lighting	Rev. 11-4-71

IN WITNESS WHEREOF the Parties hereto have executed this Agreement, the date and year first above written.

CENTRAL VALLEY CONSTRUCTION COMPANY, INC.

Mary M. Bray (ATTEST) By: John M. Showalter (SEAL)
John M. Showalter
Assistant Vice President

B. L. T. ASSOCIATES

Elizabeth J. Clower (ATTEST)

By: Robert L. Bulifant Jr
Robert L. Bulifant, Jr.

Elizabeth J. Clower (ATTEST)

By: P. L. Travis Jr
P. L. Travis, Jr.

Elizabeth J. Clower (ATTEST)

By: J. D. Ludwig Jr
Jack D. Ludwig, Jr.

This Agreement made 28th day of JANUARY in the year Nineteen Hundred and Seventy-Two by and between Central Valley Construction Company, Incorporated, hereinafter called the Contractor and B. L. T. Associates, hereinafter called the Owner, Witnesseth that the Contractor and the Owner for the consideration hereinafter named agree as follows:

Article 1. Scope of the Work

The Contractor shall furnish all of the materials and perform all of the work shown on the Drawings and described in the Specifications entitled Section Two (further identified as "Lease Space") and Section Three (further identified as "A & P Food Store"), Chippenham Mall, Richmond, Virginia, prepared by Armstrong and Salomonsky, Ltd., A.I.A. Architects, acting as and in these Contract Documents entitled the Architect for all phases of the work; and shall do everything required by the agreement, the General Conditions of the Contract, the Supplementary General Conditions, the Specifications and the Drawings, to construct on the site at U. S. Route 360 West, Elkhardt Road and Chippenham Parkway in Richmond, Virginia new Buildings, one for Lease Space and one to be known as A & P Food Store. Limits of construction for These Buildings to be 5' out side building line.

Article 2. Time of Completion

The work to be performed under this contract shall be commenced upon the signing of the Contract and the Contractor shall thereafter execute his work with diligence until completion.

Article 3. The Contract Sum

In full consideration and satisfaction of the performance of this contract the Owner agrees to pay and the Contractor agrees to accept, the sum of:

Five hundred sixty two thousand nine hundred forty two \$562,942.00
and 09/100 dollars

The allowances included in the previous quoted Contract Sum are as follows:

Mechanical	(\$ 85,000.00)
Electrical	(\$ 45,000.00)

It is mutually agreed that should the total cost, including Contractors Overhead and Profit, be more or less than the figures so stated, for the two allowances previously shown, the Contract Sum will be adjusted accordingly.

Article 3.A Changes in the Work

For the purpose of this Contract, percentage due the Contractor for overhead and profit for Changes in the Work as set forth under sub-sub-paragraphs 12.1.3.1 and 12.1.3.3. of the General Conditions shall be limited to 15% of the cost due the Contractor and the percentage due the Sub-Contractor shall be limited to 20% of the cost to him.

Article 4. Progress Payments

The Owner shall make payments on account of the Contract as provided therein as follows:

On or about the Tenth day of each month, Ninety per cent of the value, based on the Contract prices of labor and materials incorporated in the work and of materials suitably stored at the site or other approved locations up to the First Day of that month, as estimated by the Architect, less the aggregate of previous payments; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to 95 per cent of the Contract price upon recommendation of the Architect and pending acceptance for final payment as noted under Article 5 of the Contract.

The term "Substantial Completion" as used in the agreement shall designate the buildings as shown on the drawings and as specified completed to a stage that, in the case of a Tenant in the Lease Space, will allow him to commence his work which would be performed under a separate contract by him and will allow A & P Food Store, to commence the installation of equipment and fixtures that are to be furnished by him.

Article 5. Acceptance and Final Payment

Final payment on this agreement shall be due sixty days after substantial completion of the work provided the work be then fully completed and the Contract fully performed. Upon receipt of written notice that the work is ready for Final Inspection and Acceptance, the Architect shall promptly make such inspection and when he finds the work acceptable under the Contract and the Contract fully performed he shall promptly issue a Final Certificate, over his own signature stating the work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof, and that the entire balance found to be due the Contractor and noted in said Final Certificate, is due and payable.

Before issuance of Final Certificate the Contractor shall submit evidence satisfactory to the Architect that all payrolls, material bills and other indebtedness connected with the work have been paid.

If after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Architect so certified, the Owner shall upon Certificate of the Architect, and without terminating the Contract, make payment of the balance due for the portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing Final Payment, except that it shall not constitute a waiver of claims.

Article 6. The Contract Documents

The General Conditions of the Contract, the Supplementary General Conditions, the Specifications and the Drawings, together with this Agreement, for the Contract, and they are as fully a part of the Contract as if thereto attached or herein repeated.

The following is an enumeration of the Specifications and Drawings prepared by Armstrong and Salomonsky, Ltd., Architects.

Specifications:

Section Two (Lease Space) - Dated December 3, 1971

Sections: Contract Forms; Supplementary General Conditions; 1; 2; 3, 3A; 4, 4A; 5, 5A, 5B, 5C; 6, 6A; 7, 7A, 7B, 7C; 8A, 8B, 8C, 8D, 8E; 9, 9A, 9B; - - - 15, 15A; 15B; and 16, 16A.

Addendum No. 1-A Dated January 3, 1972.

Drawings:

Section Two (Lease Space)

<u>Sheet No.</u>	<u>Title</u>	<u>Date</u>
1	Site Plan	Rev. 12-17-71
2	Partial Floor Plan	Rev. 12-17-71
3	Partial Floor Plan	12-17-71
4	Partial Floor Plan & Details	Rev. 12- 7-71
5	Elevations	12-17-71
6	Wall Sections	Rev. 12-17-71
7	Wall Sections	12-17-71
8	Roof Plan & Details	12-17-71
S-1	Partial Foundation Plan	12-17-71
S-2	Partial Foundation Plan	12-17-71
S-3	Partial Foundation Plan	12-17-71
S-4	Partial Roof Framing Plan	12-17-71
S-5	Partial Roof Framing Plan	12-17-71
S-6	Partial Roof Framing Plan & Details	12-17-71
S-7	Footing Details	12-17-71
S-8	Structural Steel Details	12-17-71

Specifications:

Section Three (A & P Food Store) - Dated December 16, 1971

Sections: Contract Forms; Supplementary General Conditions; 1; 2; 3, 3A; 4, 4A; 5, 5A, 5B, 5C; 6, 6A; 7, 7A, 7B, 7C; 8, 8A, 8B, 8C; 9, 9A, 9B, 9C; 10, 10A; - - - - - 15, 15A, 15B; and 16, 16A.

Drawings:

Section Three (A & P Food Store)

<u>Sheet No.</u>	<u>Title</u>	<u>Date</u>
1	Site Plan	12-17-71
2	Floor Plan	12-17-71
3	Elevations	12-17-71
4	Wall Sections	12-17-71
5	Roof Plan and Details	12-17-71
S-1	Foundation Plan	12-17-71
S-2	Roof Framing Plan	12-17-71
S-3	Footing Details and Notes	12-17-71
S-4	Structural Steel Details	12-17-71

In Witness Whereof the Parties hereto have executed this Agreement, the date and year first above written.

CENTRAL VALLEY CONSTRUCTION COMPANY, INC.

Mary M. Bray (ATTEST) By: John M. Showalter (SEAL)
John M. Showalter
Assistant Vice President

B. L. T. ASSOCIATES

Elizabeth J. Clower (ATTEST) By: Robert L. Bulifant, Jr.
Robert L. Bulifant, Jr.
Elizabeth J. Clower (ATTEST) By: R. L. Travis, Jr.
R. L. Travis, Jr.
Elizabeth J. Clower (ATTEST) By: Jack D. Ludwig, Jr.
Jack D. Ludwig, Jr.

Exhibit C

This Agreement made 28th day of JANUARY in the year
Nineteen Hundred and Seventy-Two by and between Central Valley Construction
Company, Incorporated, hereinafter called the Contractor and B. L. T.
Associates, hereinafter called the Owner, Witnesseth that the Contractor
and the Owner for the consideration hereinafter named agree as follows:

Article 1. Scope of the Work

The Contractor shall furnish all of the materials and perform all of the work as shown on the Drawings with Specifications noted thereon, as prepared by Wilbur Smith and Associates, Consulting Engineers, Richmond, Virginia, for Site Work, Chippenham Mall and further as shown on Sheet No. 1 and described in the Specifications, (Division-2, Site Work), entitled W. T. Grants Department Store, Chippenham Mall, Richmond, Virginia, prepared by Armstrong and Salomonsky, Ltd., A.I.A. Architects, acting as and in these Contract Documents entitled the Architect for all phases of the work; and shall do everything required by the Agreement, the General Conditions of the Contract, the Supplementary General Conditions, to complete in its entirety all of the Site Work, consisting of, Clearing and Grubbing, Stripping and Removal of Top Soil, necessary Cut and Fill to bring entire Site to proper Sub-Grade, Curbs, Walks and Islands, Asphalt Paving and Markings, ~~Chain Link Fence~~, Site Utilities and ~~Painting~~ ~~Lighting~~. All to be performed on the site at U.S. Route 360 West, Elkhardt Road and Chippenham Parkway in Richmond, Virginia, now identified as Chippenham Mall.

B. L. T. Associates
[Signature]

Article 2. Time of Completion

The work to be performed under this contract shall be commenced upon the signing of the Contract and the Contractor shall thereafter execute his work with diligence until completion.

Article 3. The Contract Sum

In full consideration and satisfaction of the performance of this contract the Owner agrees to pay and the Contractor agrees to accept, the sum of:

Two Hundred sixty thousand four hundred & no/100 \$ 260,400.00

Article 3.A Changes in the Work

For the purpose of the Contract, percentage due the Contractor for overhead and profit for Changes in the Work as set forth under the sub-sub-paragraphs 12.1.3.1 and 12.1.3.3 of the General Conditions shall be limited to 15% of the cost due the Contractor and the percentage due the Sub-Contractor shall be limited to 20% of the cost to him.

Article 4. Progress Payments

The Owner shall make payments on account of the Contract as provided therein as follows:

On or about the Tenth day of each month, Ninety per cent of the value, based on the Contract prices of labor and materials incorporated in the work and of materials suitably stored at the site or other approved locations up to the First Day of that month, as estimated by the Architect, less the aggregate of previous payments; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to 95 per cent of the Contract price upon recommendation of the Architect and pending acceptance for final payment as noted under Article 5 of the Contract.

The term "Substantial Completion" as used in the agreement will be at such time as designated by the Architect, primarily when all Curbs and Walks, Site Utilities and Paving are complete.

Article 5. Acceptance and Final Payment

Final payment on this agreement shall be due sixty days after substantial completion of the work provided the work be then fully completed and the Contract fully performed. Upon receipt of written notice that the work is ready for Final Inspection and Acceptance, the Architect shall promptly make such inspection and when he finds the work acceptable under the Contract and the Contract fully performed he shall promptly issue a Final Certificate over his own signature stating the work provided for in this contract has been completed and is accepted by him under the terms and conditions thereof, and that the entire balance found to be due the Contractor and noted in said Final Certificate, is due and payable.

Before issuance of Final Certificate the Contractor shall submit evidence satisfactory to the Architect that all payrolls, material bills and other indebtedness connected with the work have been paid.

If after the work has been substantially completed, full completion thereof if materially delayed through no fault of the Contractor, and the Architect so certified, the Owner shall, upon Certificate of the Architect, and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing Final Payment, except that it shall not constitute a waiver of claims.

Article 6. The Contract Documents

The General Conditions of the Contract, the Supplementary General Conditions, the Specifications and the Drawings, together with this Agreement, for the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.,

The following is an enumeration of the Drawings as prepared by Wilbur Smith and Associates, Consulting Engineers and the Specifications and Drawings as prepared by Armstrong and Salomonsky, Ltd., Architects.

Drawings as prepared by Wilbur Smith and Associates, Consulting Engineers.

<u>Sheet No.</u>	<u>Title</u>	<u>Date</u>
1	Title Sheet and Specifications	11-18-71
2	Site Plan	11-18-71
3	Plan - Profile	
4	Plan - Profile	

Specifications as prepared by Armstrong and Salomonsky, Ltd., Architects.

W. T. Grant Department Store - Dated October 26, 1970

Sections: Contract Forms, Supplementary General Conditions; Site Work - Division 2, 2A, 2B, 2C and 2D.

Addendum No. 1 - dated September 28, 1971

Addendum No. 1-A - dated November 5, 1971

Addendum No. 2-A - dated November 16, 1971

Drawings as prepared by Armstrong and Salomonsky, Ltd., Architects.

W. T. Grant Department Store

<u>Sheet No.</u>	<u>Title</u>	<u>Date</u>
1	Site Plan	Rev. 11-4-71

In Witness Whereof the Parties hereto have executed this Agreement, the date and year first above written.

CENTRAL VALLEY CONSTRUCTION COMPANY, INC.

Mary M. Bray (ATTEST)

By: John M. Showalter (SEAL)
John M. Showalter,
Assistant Vice President

B. L. T. ASSOCIATES

Elyahut J. Clowers (ATTEST)

By: Robert L. Bulifant Jr.
Robert L. Bulifant, Jr.

Elyahut J. Clowers (ATTEST)

By: P. L. Travis, Jr.
P. L. Travis, Jr.

Elyahut J. Clowers (ATTEST)

By: Jack D. Ludwig, Jr.
Jack D. Ludwig, Jr.

NO COPY

NO COPY

ORDER COMPELLING DISCOVERY

This matter came on this date to be heard on the Plaintiffs' Motion to Compel Discovery served by mailing November 14, 1977, and was argued by counsel.

And it appearing that it is proper so to do, the Defendant, ROBERT L. BULIFANT, JR., be and hereby is directed to make Answers to the Interrogatories propounded to him by mailing October 10, 1977 as required by Rule 4:8 by February 15, 1978.

ENTER:

2/2/78

Judge

AMENDMENT TO BILL FOR ACCOUNTING

For their Amendment to their Bill for Accounting heretofore filed against the Defendant, the Complainants make the following additional allegations of fact:

6. Through pursuit of discovery in this proceeding, the Complainants have developed as fact that beginning in June, 1973 the Defendant caused to be paid to his Corporation, Central Valley Construction Company, Inc., \$347,237.13 in excess of the obligation of the partnership to said Corporation for the erection of Chippenham Mall Shopping Center.

7. During this time the partnership was paying interest at an average rate of 13% per annum on money unnecessarily arranged by the Defendant to be borrowed by the partnership upon his representation to his partners that there was a cost overrun incurred by the partnership in the building of the Chippenham Mall Shopping Center.

8. Said overpayment of \$347,237.13 deprived the partnership of funds critically needed for survival following the bankruptcy of W. T. Grant Company as a major tenant of Chippenham Mall.

9. Said unnecessary partnership borrowing arranged by the Defendant rendered it impossible for this critical deficiency in funds to be remedied by the partnership's obtaining credit, other than by several moratoria negotiated from the first mortgagee by personal endorsement by the partners which temporarily postponed but ultimately aggravated the critical need for partnership funds until the substitute tenant arrangement, namely an antique center and flea market operation, could be developed to its full potential.

10. Abandoning the partnership in its struggle for survival, while actively concealing his staggering indebtedness thereto, the Defendant even participated in the opening of a competing antique center and flea market operation.

11. To avoid personal financial ruin as the inevitable became apparent, the individual partners had to arrange through sacrifice of assets and personal credit for the retirement of their unqualified guarantee of the unnecessary Three-hundred-odd-thousand-dollar second mortgage partnership borrowing arranged by the Defendant.

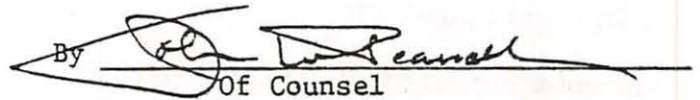
12. Thus financially disabled by the actions of the Defendant to pursue its purpose, the partnership was only able to negotiate a partial reduction in the personal obligations of the individual partners to the first mortgagee that had been given in consideration of the fruitless moratoria, in consideration of the partnership's dismissing a Chapter XI arrangement and permitting foreclosure by the first mortgagee to proceed.

13. The Defendant's wrongful actions thereby constituted the procuring cause both of the irretrievable loss of the fully-developed and valuable Chippenham Mall, developed at a cost of approximately \$3,000,000, and the accompanying residual obligations of the partnership that would have been retired through operations had they not been terminated by the Defendant-caused deficiency in funds.

14. These accompanying losses incident to termination of the Shopping Center operation included the resultant inability of the partnership to satisfy operating obligations of a yet unascertained amount, extensive litigation of questioned claims for lack of financial ability to fund a negotiated settlement, and the financial strain and cost incident to arranging settlement of the partners' personal liabilities to the first and second mortgagees as the only alternative to personal financial ruin.

WHEREFORE, as an addition to their Bill, each of the Complainants asks that the Defendant be required to reimburse him for the aggregate losses so imposed on him by the Defendant in the amount of \$900,000.00 each.

P. L. TRAVIS, JR. and
JACK D. LUDWIG, JR.

By  Of Counsel

MC CAUL, GRIGSBY AND PEARSALL
Post Office Box 558
Richmond, Virginia 23204

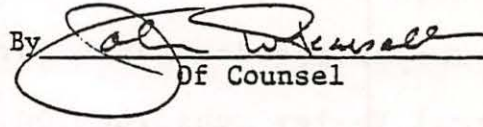
Counsel for P. L. Travis, Jr.
and Jack D. Ludwig, Jr.

REQUEST FOR ADMISSION

Pursuant to Rule 4:11, the Plaintiffs request the Defendant to make the following admissions:

1. There existed no contract between BLT Associates [BLT] and Central Valley Construction Co., Inc. [Central Valley] requiring BLT to pay Central Valley the \$20,000 that it paid on June 25, 1973.
2. There existed no contract between BLT and Central Valley requiring BLT to pay Central Valley the \$199,775 that it paid on 9/12/73.
3. There existed no contract between BLT and Central Valley requiring BLT to pay Central Valley the \$52,000 that it paid on 12/14/73.
4. There existed no contract between BLT and Central Valley supporting Robert L. Bulifant, Jr.'s claim that BLT thereafter owed Central Valley an additional \$74,869.98.

P. L. TRAVIS, JR. and
JACK D. LUDWIG, JR.

By  _____
Of Counsel

McCaul, Grigsby and Pearsall
Post Office Box 558
Richmond, Virginia 23204

Counsel for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing Request for Admissions was mailed to J. Alvernon Smith, Jr., Esquire, of Paul, Smith and Blank, P. O. Box 8557, Richmond, Virginia 23226 on this February 3, 1978.

ANSWERS TO INTERROGATORIES PROPOUNDED

For amended answers to interrogatories propounded, the defendant, Robert L. Bulifant, Jr., states as follows:

a. The contract that existed between B. L. T. and Central Valley Construction Company was an oral cost plus contract. Though there are writings that purport to be contracts, these writings were for the express purpose of securing commitments from a lending institution and in no way was intended to be the amount of the construction of the finished shopping center. It was understood by all partners in B. L. T. and by Central Valley Construction Company, Inc., that the costs of the shopping center in question was to be on a cost plus basis.

b. The cost for the construction of the finished shopping center for the Grant's Store were \$1,164,071.23; the site work costs were \$337,628.49; and the A & P and mall stores' cost of construction were \$988,216.01; and five percent (5%) overhead and profit for the entire job totalled \$124,495.78. The supporting documents for the costs are in the possession of Central Valley Construction, Inc., and are available to the plaintiffs at their request. Further, it is believed by the defendant that the plaintiffs have in their possession full documentary evidence of this.


Robert L. Bulifant, Jr.

Subscribed and sworn to this 15th day of February,
1978.

Rita K. Thompson
Notary Public

COMMISSIONED AS RITA FAY HUGHES

My commission expires: 4-7-80

C E R T I F I C A T E

I hereby certify that on today's date, a true copy of
the foregoing defendant's answers to interrogatories was hand-
delivered to the law office of McCaul, Grigsby and Pearsall,
320 Mutual Building, Richmond, Virginia,

J. Alvernon Smith, Jr.
2-15-78

Paul, Smith and Blank
P. O. Box 8557
Richmond, Virginia 23226

RECEIVED
FEB 23 1978

McCaul, Grigsby
& Pearsall

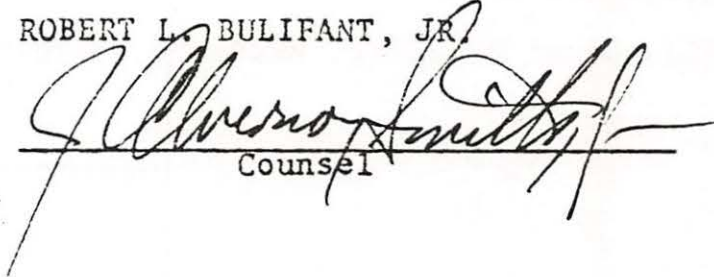
ANSWER TO REQUEST
FOR ADMISSIONS

For answer to Request for Admissions, the defendant states as follows:

1. Denies.
2. Denies.
3. Denies.
4. Denies.

ROBERT L. BULIFANT, JR.

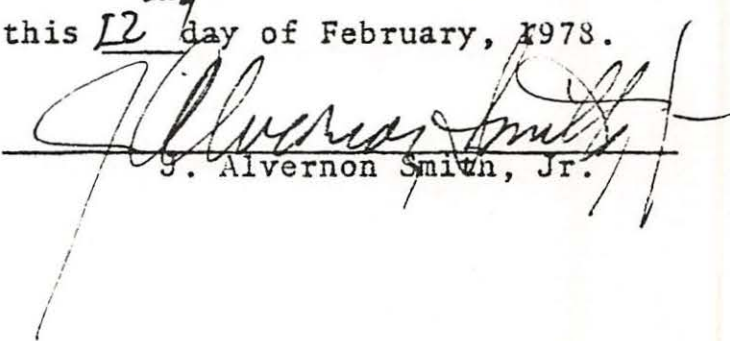
By


Counsel

J. Alvernon Smith, Jr.
Paul, Smith and Blank
P. O. Box 8557
Richmond, VA 23226

C E R T I F I C A T E

I hereby certify that a copy of the foregoing Answer to Request for Admissions has been mailed to John W. Pearsall, McCaul, Grigsby and Pearsall, 320 Mutual Building, P. O. Box 558, Richmond, Virginia 23204, counsel of record for the complainants or plaintiffs, this 12 day of February, 1978.


J. Alvernon Smith, Jr.

ANSWER TO AMENDMENT TO BILL
FOR ACCOUNTING

For answer to the Amendment to the Bill for Accounting, the defendant, by counsel, states the following:

1. The defendant denies the allegations contained in paragraphs numbered 6, 7, 8, 9, 10, 11, 12, 13 and 14, except that the defendant was working toward another flea market operation and offered the plaintiff, P. L. Travis, Jr., an opportunity to get into same if he so desired. This, however, occurred after the defendant was evicted from the partnership premises and was refused any right to the management of the partnership affairs.

2. The defendant states affirmatively that he was forcefully removed from the partnership premises and was not allowed to participate in the partnership in any way commencing in

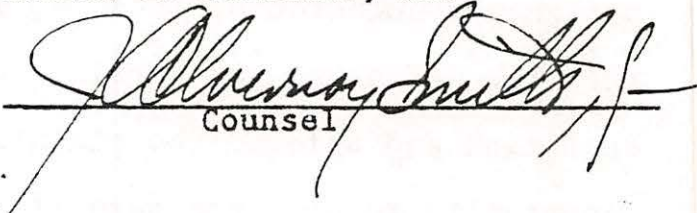
3. The defendant states affirmatively that nothing that he did at any time was wrong or without the approval of the complainants or plaintiffs, one of said complainants or plaintiffs being managing partner of the partnership, to wit, P. L. Travis, Jr., and that the loss of the shopping center resulted from the bankruptcy of the single largest tenant of the shopping center, W. T. Grant and Company.

WHEREFORE, the defendant prays that the Motion and prayer of the complainants or plaintiffs be denied; and that the defendant, Robert L. Bulifant, Jr., be dismissed with all

all costs of these proceedings being awarded to the defendant, and that he be granted such further relief as the defendant's case may merit and he will ever pray, etc.

ROBERT L. BULIFANT, JR.

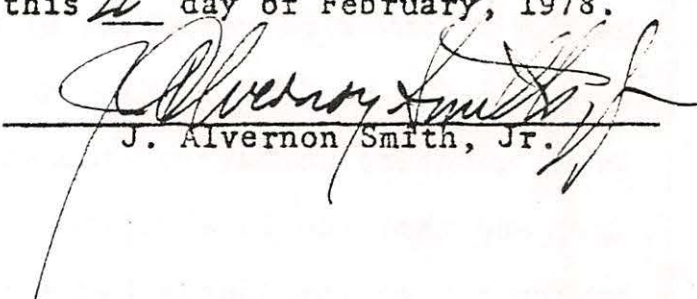
By


Counsel

J. Alvernon Smith, Jr.
Paul, Smith and Blank
P. O. Box 8557
Richmond, VA 23226

C E R T I F I C A T E

I hereby certify that a copy of the foregoing Answer to Amendment to Bill for Accounting was mailed to John W. Pearsall, McCaul, Grigsby and Pearsall, 320 Mutual Building, P. O. Box 558, Richmond, Virginia 23204; counsel for the complainants or plaintiffs, this 22nd day of February, 1978.


J. Alvernon Smith, Jr.

ORDER IMPOSING SANCTIONS

This cause came on this 28th day of March, 1978 to be heard on the Plaintiff's Motion made pursuant to Rule 4:12 of the Rules of Court to impose sanctions, and was argued by counsel.

On consideration thereof, the Court doth order and direct that:

1. The Defendant shall forthwith detail the precise terms of any contract supporting an aggregate claim by Central Valley of \$2,641,578.13; and

2. The Defendant shall forthwith state whether or not there is any balance owed by BLT Associates to Central Valley, and if so, the details and documentation of the work performed and improvements made giving rise to any such balance in addition to the \$346,644.98 heretofore claimed after certification of one hundred per cent completion and full payment, or provision for payment, for all work on the project.

ENTER: 4-26-78

DATED: March 28, 1978

Ernest P. Yates
Judge

Ben, Clerk

Jacqueline H. Gerald
Deputy Clerk

PLAINTIFFS' INTERROGATORIES TO DEFENDANT

Pursuant to Rule 4:8 of the Rules of Court the Plaintiffs herewith serve upon the Defendant written Interrogatories to be answered separately and fully in writing under oath by Robert L. Bulifant, Jr.:

1. State whether on December 31, 1971 Central Valley Construction Company, Inc. [Central Valley] was a wholly-owned subsidiary of R. L. Bulifant and Company, Inc., the stock of the latter company being held 50% by R. L. Bulifant and 50% by Robert L. Bulifant, Jr.

2. State whether BLT Associates [BLT] obtained sealed bids from Kayhoe Construction Corporation and from Century Construction Company, Inc. pursuant to the following provision of the BLT partnership agreement:

"The parties agree that Bulifant or a company of which he is a principal shall have the right to construct the improvements on said lands at a contract price which is equal to the lower of two bonded bids obtained from competitive construction companies."

3. State whether or not the December 31, 197¹/₈ writing reflecting a lump sum contract between BLT and Central Valley was in the amount of the bid of Century Construction Company, Inc. as the lower of the aforesaid two competitive bids.

4. State whether BLT and Central Valley signed two additional writings dated January 28, 1972, reflecting lump sum contracts for site work and for two additional buildings referred to as "Lease Space" and as "A & P Food Store".

5. State whether in obtaining from United Virginia Bank (UVB) its construction loan commitment, BLT supplied to UVB, as valid and operative documents, copies of: the BLT partnership agreement, in which the above option to build Chippenham Mall at the lower of two bonded bids from competitive construction companies was reserved to Bulifant or a company of

which he is a principal; the aforesaid three writings dated December 31, 1971, January 28, 1972 and January 28, 1972, respectively; and financial statements of Central Valley and of its relationship to Robert L. Bulifant, Jr.

6. State the occasion, the point in time, the parties participating, the substance of any agreement, and any memorandum or memorial whatsoever of any agreement, through which BLT entered into an oral, cost plus 5%, contract with Central Valley and agreed that the aforesaid three signed writings dated December 31, 1971, January 28, 1972 and January 28, 1972, respectively, were mere pretense not regarded by any party thereto as reflecting their mutual obligations.

7. State whether as to each of the three lump sum contracts [for erection of the W. T. Grant Store for \$1,081,000.00; for performance of site work for \$260,400; and for erection of two additional buildings sometimes referred to as Section 2-Lease Space and Section 3-A & P Food Store, for \$562,942], the lump sum amount of each thereafter was broken down into a schedule of assigned values for the various components or portions of the work required to be performed under each writing.

8. State whether the method of Central Valley's obtaining payment from BLT for its development of Chippenham Mall involved the following steps: Central Valley periodically as the work progressed certified under oath respective dollar amounts of each item on such schedule of values as having been completed in accordance with the contract documents; Armstrong and Salamonsky, Ltd., as the architecture firm for the project certified the entitlement of Central Valley, in accordance with the contract, to the payment so applied for; UVB forwarded a copy of such affidavit of Central Valley and certificate of the architects to Harry S. Cruickshank, AIA, to make a second and independent verification of Central Valley's affidavit of partial performance of its contract as the basis of its entitlement to the requested payment; and upon Mr. Cruickshank's verification, the amount requested by Central Valley was disbursed to BLT; and in turn to Central Valley.

9. State whether had BLT accepted the bid of Century Construction Company, Inc., comparable periodic payments as the work progressed for completion of scheduled items or portions of the work would have satisfied the construction contract to that extent.

10. State whether John M. Showalter periodically executed sworn certifications in the name of Central Valley of its partial performance of each respective contract as the work progressed on Chippenham Mall, solely as pretenses additional to the pretense of the lump sum writings, that were not intended by Central Valley to reflect as affirmed that "the work covered by this Certificate for Payment has been completed in accordance with the contract documents" [referring by "contract documents" to the aforesaid three writings dated December 31, 1971, January 28, 1972, and January 28, 1972, respectively, that incorporated by reference the plans and specifications.]

11. State whether John M. Showalter, as Assistant Vice President of Central Valley, had authority to make certifications of partial performance of a construction contract as a condition to application for payment.

12. Detail any circumstances that would have warranted Armstrong and Salamonsky as the architects for the project, UVB as the construction lender, and Harry S. Cruickshank as the independent architect verifying to the construction lender contract performance as a condition of construction disbursements, in treating the affidavits of Central Valley as mere pretenses, not reflecting that which Central Valley certified to them.

13. Detail any circumstances that would have prevented Armstrong and Salamonsky, UVB, and Harry S. Cruickshank from being justified in relying on Central Valley's periodic certifications of partial performance of its lump sum contracts.

14. State whether, for any item not covered in the lump sum contract for which payment was requested, Central Valley applied to the architects for a change order adding such amount to the lump sum contract, and only upon such procedure could any construction money be drawn for such additional item.

15. State whether Central Valley made affidavit to Lawyers Title Insurance Corporation [Lawyers Title] in June, 1973 that Central Valley had been paid in full for work already performed on Chippenham Mall.

16. State whether after giving such affidavit to Lawyers Title, Central Valley asserted as owed to it by BLT an additional \$347,237.13 over the total of the aforesaid lump sum amounts, and change orders and the escrow to complete the Leased Space.

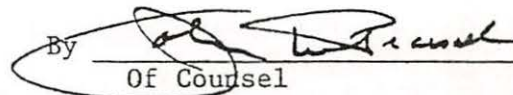
17. State whether Central Valley supplied to BLT any statement of labor, materials or subcontracted work furnished to BLT for said aggregate \$347,237.13 additionally claimed, or any statement of improvements on BLT property effected for said money claimed, or any documentation of costs incurred by Central Valley. If the answer is affirmative as to any portion of this interrogatory, furnish a copy of any writing supporting that answer.

18. Detail what labor, materials or subcontracted work were furnished to BLT and what improvements on BLT property were effected by Central Valley after June 15, 1973.

19. State whether the \$74,869.98 credit for contribution to BLT capital that was taken by Robert L. Bulifant, Jr. in adjusting the BLT partnership interest through an amendment effective January 1, 1975, for his cancellation of a \$74,869.98 balance that he represented to Messrs. Travis and Ludwig that BLT owed Central Valley, was accompanied or followed

by any payment of such amount by Robert L. Bulifant, Jr. to Central Valley for that corporation's inclusion in its job income for tax purposes.

P. L. TRAVIS, JR., and
JACK D. LUDWIG, JR.

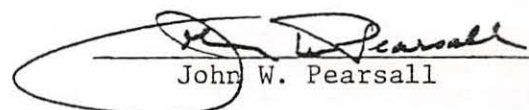
By 
Of Counsel

McCAUL, GRIGSBY AND PEARSALL
Post Office Box 558
Richmond, Virginia 23204

Counsel for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that on April 28, 1978 I mailed a true copy of the foregoing Plaintiffs' Interrogatories to Defendant to J. Alvernon Smith, Jr., Esquire, P. O. Box 8557, Richmond, Virginia 23226, counsel for the defendant.


John W. Pearsall

MAY 2 1978

McCaul, Grigsby,
& PearsallANSWER TO SANCTIONS IMPOSED

For answer to sanctions imposed, the defendant states as follows:

1. The difference in \$2,614,411.15, the amount of the cost of the shopping center involved, and \$2,641,578.13, is \$27,166.62, which is a payment made by B.L.T. and Associates to Central Valley Construction Company, which Central Valley Construction Company failed to give proper credit.. The payment for which credit was not given was in the amount of \$27,166.62, made on January 19, 1973.

2. B.L.T. and Associates is not indebted to Central Valley Construction Company in any amount.

Robert L. Bulifant, Jr. (seal)
ROBERT L. BULIFANT, JR.

STATE OF VIRGINIA:

CITY OF RICHMOND:

Subscribed and sworn and acknowledged to before me this 1st
day of May, 1978.

Rita N. Thompson
Notary Public

My commission expires: 4-7-80

COMMISSIONED AS RITA FAY HUGHES

C E R T I F I C A T E

I hereby certify that a copy of the foregoing Answer to Sanctions Imposed was mailed to John W. Pearsall, McCaul, Grigsby and Pearsall, 320 Mutual Building, P. O. Box 558, Richmond, Virginia 23204, counsel for the complainants, this 1st day of May, 1978.

J. Alvernon Smith, Jr.
J. Alvernon Smith, Jr.

PLAINTIFFS' INTERROGATORIES TO DEFENDANT

Pursuant to Rule 4:8 of the Rules of Court the Plaintiffs herewith serve upon the Defendant written Interrogatories to be answered separately and fully in writing under oath by Robert L. Bulifant, Jr.:

1. State why, under the alleged cost-plus contract, Central Valley had to make a special, itemized request to obtain the \$27,166.62 paid to it on January 19, 1973 [Ex. A, attached].

2. State whether other itemizations of costs incurred by Central Valley [other than in its seeking architect authorization of change-order additions to the lump-sum contracts] were furnished to BLT.

3. If the answer to Interrogatory 2 is in the affirmative, furnish copies thereof. If the answer is in the negative, explain what, other than instruction by Robert L. Bulifant, Jr., was the basis of BLT's payment to Central Valley of \$20,000 on June 25, 1973, \$199,775 on September 12, 1973, and \$52,000 on December 19, 1973.

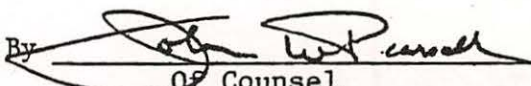
4. State the construction contract account between BLT and Central Valley after there was disbursed to it the \$199,775 proceeds from the secondary financing effected September 12, 1973 and \$52,000 from the proceeds received by BLT in release of the escrow required at permanent loan closing for lack of completion of the leased space.

5. State when and the circumstances under which Robert L. Bulifant, Jr. discovered the fact now admitted that Central Valley did not credit BLT with the \$27,166.62 paid January 19, 1973 as a payment on the construction contract account.

6. State whether between December 19, 1973, when this last disbursement to Central Valley was made, and January 1976, Central Valley sent any statement of account or any bill to BLT for the amount set out in response to Interrogatory 4, or for the \$74,869.62 that Robert L. Bulifant

said in January, 1976 that BLT still owed Central Valley. If the answer is in the affirmative, furnish a copy thereof.

P. L. TRAVIS, JR., and
JACK D. LUDWIG, JR.

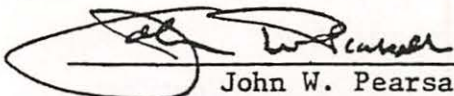
By  _____
Of Counsel

McCAUL, GRIGSBY AND PEARSALL
Post Office Box 558
Richmond, Virginia 23204

Counsel for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that on May ³/₂, 1978 I mailed a true copy of the foregoing Plaintiffs' Interrogatories to Defendant to J. Alvernon Smith, Jr., Esquire, P. O. Box 8557, Richmond, Virginia 23226, counsel for the Defendant.

 _____
John W. Pearsall

January 18, 1973

B. L. T. Associates
7148 Hull Street Road
Richmond, Virginia 23235

Re: W. T. Grant Department Store
Chippenham Mall
Request for Overtime Payment

Gentlemen:

During the time of construction for the above referenced project, we were authorized by you to go on overtime, as well as our sub-contractors in an effort to meet completion schedule as established by you.

Our breakdown for this overtime labor is as follows:

1. Central Valley Construction Company, Inc.	\$ 6,433.38
2. Hammond Masonry Corporation	300.57
3. J. B. Eurell Company	421.66
4. Jerold W. Evans Roofing, Inc.	793.01
5. Oliva & Lazzuri, Inc.	292.30
6. Ben Collier Electrical Contractor	14,791.02
7. C & T Mechanical Corporation	<u>2,841.03</u>
Total amount of overtime labor	\$ 25,872.97
CONTRACTORS OVERHEAD & PROFIT @ 5%	<u>1,293.65</u>

Trusting the above will meet with your approval and payment will be made in the amount shown, as our sub-contractors have been calling for monies due them. \$ 27,166

Yours very truly,

CENTRAL VALLEY CONSTRUCTION COMPANY, INC.

John M. Showalter
John M. Showalter

*Paid # 155
check
1-19-73*

JMS/ec

ANSWER TO INTERROGATORIES

For answer to interrogatories propounded and mailed on April 28, 1978, and received by defendant's counsel on May 1, 1978, the defendant states the following:

1. No.

2. Yes.

3. No such writing known

4. Yes, for purpose previously stated for construction loan.

5. Yes.

6. The occasion was when I signed the Travis Agency agreement giving him a five percent commission plus 12 1/2 percent interest in B. L. T., without monetary consideration. I would do the billing on a five percent fee since this would be one time only. I did not put it in writing. Also, I didn't think it was necessary as we had been dealing verbally for quite some time.

7. The defendant is unable to answer Question numbered 7 of the Interrogatories, but states that the project superintendent or manager of the job in question, John Showalter, would have to supply same.

8. See number 7.

9. No intent between parties in partnership to ever accept any outside bid.

10. Certificate signed by John Showalter.

11. Yes.

12. Unable to answer; answer must come from Armstrong and Salamonski, United Virginia Bank, and Harry Cruickschank.

13. See Number 12

14. Yes.

15. Yes.

16. Yes.

17, Yes, complainants have all such writings in their possession

18. Cost Book kept daily during construction and was available to complainants at all times. Further, counsel for defendant has offered Cost Book to counsel for complainants on numerous occasions and states that it is available now for inspection.

19. Not germane to case.

Robert L. Bulifant, Jr. (SEAL)
ROBERT L. BULIFANT, JR.

STATE OF VIRGINIA:

CITY OF RICHMOND:

Subscribed and sworn to before me this 19th day of May, 1978.

Rita H. Thompson
Notary Public

My commission expires: 4-7-80

COMMISSIONED AS RITA FAY HUGHES

C E R T I F I C A T E

I hereby certify that a copy of the foregoing Answer to Interrogatories was mailed to John W. Pearsall, McCaul, Grigsby and Pearsall, 320 Mutual Building, P. O. Box 558, Richmond, Virginia 23204, counsel of record for the complainants, this 19th day of May, 1978.

J. Alvernon Smith, Jr.
J. Alvernon Smith, Jr.

J. Alvernon Smith, Jr.
Paul, Smith and Blank
P. O. Box 8557
Richmond, Virginia 23226

Counsel for defendant

ANSWER TO INTERROGATORIES

For answer to interrogatories propounded and mailed on May 3, 1978, and received by defendant's counsel on May 4, 1978, the defendant states the following:

1. Subcontractors pushing for money and the additional costs was so that Grants would take over the lease six months earlier than they would have had not additional work been done.

2. All costs itemized.

3. Complainants have all writings requested

4. Question not understood

5. When information was supplied to counsel for defendant by counsel for complainants sometime in late 1977 or 1978.

6. No bills sent, matter settled between parties by change in partnership ownership and complete accord and satisfaction was obtained, effective January 1, 1975.

Robert L. Bulifant, Jr. (SEAL)
ROBERT L. BULIFANT, JR.

STATE OF VIRGINIA:

CITY OF RICHMOND:

Subscribed and sworn to before me this 19th day of May, 1978.

Rita H. Thompson
Notary Public

My commission expires: 4-7-80

COMMISSIONED AS RITA FAY HUGHES

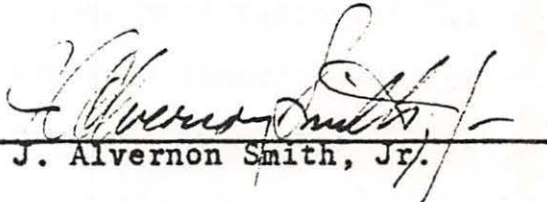
RECEIVED

MAY 22 1978

McCauley, Grigsby
& Pearsall

C E R T I F I C A T E

I hereby certify that a copy of the foregoing Answer to Interrogatories was mailed to John W. Pearsall, McCaul, Grigsby and Pearsall, 320 Mutual Building, P. O. Box 558, Richmond, Virginia 23204, counsel of record for the complainants, this 19th day of May, 1978.


J. Alvernon Smith, Jr.

J. Alvernon Smith, Jr.
Paul, Smith and Blank
P. O. Box 8557
Richmond, Virginia 23226

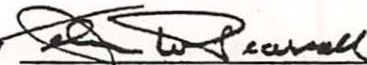
Counsel for defendant

MOTION TO IMPOSE SANCTIONS

Pursuant to Rules 4:8 and 4:12 of the Rules of Court, the Complainants move for an Order Imposing Sanctions appropriate to responses to repeated Interrogatories being inconsistent and evasive and incomplete and required to be treated as a failure to answer.

The Complainants do further move the Court to require the Defendant, or attorney advising such conduct, or both of them to pay the Complainants the reasonable expenses incurred in obtaining the Order including attorney's fees.

P. L. TRAVIS, JR. and
JACK D. LUDWIG, JR.


By 
Of Counsel

McCAUL, GRIGSBY AND PEARSALL
Post Office Box 558
Richmond, Virginia 23204

Counsel for Complainants

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Notice of Presentation of Motion and of Hearing was mailed to J. Alvernon Smith, Jr., Esquire, 1804 Staples Mill Road, Richmond, Virginia, 23230, counsel for the Defendant, this 22nd day of May, 1978.


John W. Pearsall

O R D E R

This matter came on again to be heard on the Complainants' Motion to Impose Sanctions, continued from June 15, 1978 to allow Defendant's attorney one week within which to produce the itemized cost-plus billings upon which the Defendant claims Central Valley was paid, and was argued by counsel.

Upon insistence by counsel for the Defendant that John M. Showalter and Elizabeth J. Clowes would testify under oath that the individual payments by BLT to Central Valley aggregating \$2,566,708.15 was against an itemized billing by Central Valley of its cost plus 5% equalling the amount of each payment, the Court doth direct that counsel for the Defendant shall forthwith file with the Court the affidavits of John M. Showalter and Elizabeth J. Clowes affirming this as fact.

Hearing on the Complainants' Motion to Impose Sanctions is continued until counsel for the Defendant shall have had a reasonable opportunity to file the aforesaid affidavits of payment of Central Valley against its itemized billings of cost plus 5%.

ENTER: 7-5-78

Ernest A. Pearsall
Judge

June 27, 1978

I ask for this:

John W. Pearsall
John W. Pearsall, p.q.

A COPY, TESTE:

Lewis H. Vaden, Clerk

By Reginald F. Gerald
Deputy Clerk

RECEIVED

JUL 6 1978

McCauley, Grigsby
& Pearsall

Seen:

J. Alvernon Smith, Jr.
J. Alvernon Smith, Jr., p.d.

AFFIDAVIT

John M. Showalter of Powhatan, Virginia having been duly sworn, states that he was Assistant Vice President of Central Valley Construction Co., Inc. until December 1976 and was Assistant Vice President during the entire negotiations and construction of Chippenham Mall Shopping Center for BLT Associates and that BLT Associates were billed for all work completed by Central Valley Construction Co., Inc. in the Chippenham Mall Shopping Center and states further that no payments were made by BLT Associates without having been billed, and that said billings were cost plus 5 per cent overhead and profit after payments from the lending institutions were exhausted, and in those billings the overhead and profit of 5 per cent were spread throughout the payment requested.


JOHN M. SHOWALTER

Sworn and subscribed to before me this 20th day of July, 1978.

My commission expires: 11/16/80


NOTARY PUBLIC

AFFIDAVIT

Elizabeth J. Clowes of Richmond, Virginia having been duly sworn, states that she is and has been the only bookkeeper in the Richmond office of Central Valley Construction Co., Inc. for 14 years and that BLT Associates were billed for all work completed by Central Valley Construction Co., Inc. in the Chippenham Mall Shopping Center and states further that no payments were made by BLT Associates without having been billed and that said billings were cost plus 5 per cent overhead and profit after payments from the lending institutions were exhausted and in those billings the overhead and profit of 5 per cent were spread throughout the payment requested.

Elizabeth J. Clowes
ELIZABETH J. CLOWES

Sworn and subscribed to before me this 19th day of July, 1978.

My commission expires: 6/27/82

Margaret C. Bennett
NOTARY PUBLIC

ORDER

This matter came on to be heard on August 15, 1978 upon the Complainants' request for reinstatement of the Order of July 20, 1978, upon the criticism by Complainants' counsel of the affidavits prepared by counsel for the Respondent to be executed by Mrs. Elizabeth Clowes [Clowes] and Mr. John M. Showalter [Showalter], the Court sua sponte determined that the depositions of Clowes and Showalter should be obtained as to their recollections as to billings by Central Valley and payments by BLT.

Accordingly, the Respondent is directed to proceed at once to take the depositions of Clowes and of Showalter as to their recollections as to billings by Central Valley and payments by BLT, and to file the same with the Court.

ENTER:

Nunc pro tunc

Judge

IN THE CIRCUIT COURT OF CHESTERFIELD COUNTY

Chancery No. 3320-77

thrust of such Affidavits was the oath of both Clowes and Showalter that Central Valley Construction Co., Inc. [Central Valley] billed BLT Associates [BLT] and was paid by BLT on billings of Central Valley's costs plus 5%. Extracts of the portions of their subsequent depositions pertinent to their recollections as to billings and payments have now been filed with the Court.

The thrust of the Clowes deposition of her recollection as to billings and payments was that:

1. She recalled no specific bill from Central Valley to BLT, nor any specific payment by BLT to Central Valley;

2. She did recall, from having repetitively engaged therein without presently recalling the specifics of any particular occasion, the routine that:

- (a) Showalter would rough out on AIA forms G702 and G703, [namely, applications by the general contractor for payment on lump sum contract and certification by the architect of the contractor's entitlement to such payment], periodic certifications by Central Valley of the progress of its performance in each category of each job, and she would type up such forms;

- (b) Showalter would sign under oath, before her as a notary, the certifications appearing on the Application for Payment and the Certificate for Payment, and forward it to the architect for the addition of his certification of the contractor's entitlement to the payment requested on the basis of the architect's verification of the contractor's certification of partial completion of the job contract.

[These applications and certificates, along with some of the transmittal letters and requests for change orders, were introduced as a group exhibit marked "N" during the examination of Showalter.]

(c) When a payment was received from BLT, she would verify that the amount of the check was in agreement with the payment requested, as shown on a copy of the related application for payment in Showalter's billing file applicable to Job #106 - Grant's Store, Job #106-A - Site work, or Job #107 - A&P and Leased Stores, as the case might be.

(d) Following such verification, she would enter the payment in the Cash Receipts and Billing Journal, which she previously had testified was maintained as an internal control bookkeeping record for subsequent posting therefrom to the appropriate revenue and expense accounts or asset and liability accounts in the General Ledger; she would extend the entry under the columnar headings: date, payor, bank depository, accounts receivable columns headed - job number, billing, retainage, credit, and under a final column, contract sales, making a marginal notation of the check amount where the check covered payments on more than one of the three jobs;

3. She verified that Exhibit B accurately reflected these entries in the Cash Receipts and Billing Journal applicable to these three jobs that were being done by Central Valley for BLT, and verified the

check amounts against the actual checks filed as Exhibit C;

4. The red check marks that she placed on Exhibit B opposite certain figures thereon reflected her verification during the course of her interrogation that each such red checked figure corresponded with a figure either on one of the AIA forms of application and certification for payment appearing in Exhibit N or with a figure appearing on Exhibits D or E.

Notably, this Exhibit B showed the absence of her entry of any billings, verified at the time of payment, other than those corresponding with Exhibit N, D and E.

Thus, exactly as the Plaintiffs predicted, the Clowes sworn testimony as to her recollections as to billings and payments do not support that claimed to have been suggested by the ambiguously framed Affidavit prepared for her signature. On the contrary, they in no way enlarge the evidence comprised in the only billing documentation that has been produced, showing only lump sum contract performance progress billings [Exhibit N], plus Exhibits D and E. While Exhibits D and E do request payment of Central Valley costs plus 5%, they do so as extras to the lump sum contracts, expressly recognizing that such lump sum contracts were the underlying basis of billing and payment for jobs 106, 106-A and 107.

The thrust of the Showalter deposition as to his recollection of billings and payments similarly was that:

1. He, too, recalled no specific bill from Central Valley to BLT, nor any specific payment by BLT to Central Valley.

2. He customarily roughed out for Clowes to type up the Application for Payment and Certificate for Payment [AIA forms G702 and G703] that are collectively filed as Exhibit N;

3. This Exhibit N also contains samples of his letters of transmission of these Applications and Certificates to the architect for the addition of his certification, and of his requests to the architect that he issue change orders to modify portions of these lump sum contracts;

4. He recalled no bill not so prepared;

5. The oaths printed over his signature appearing on each such Application and Certification were true;

6. That Exhibit O represented the architect's estimate of the cost at the time of permanent loan closing of bringing Job #107 to 100% completion;

7. It was he [Showalter] who executed the mechanic lien waiver on behalf of Central Valley and in the form of Exhibit P;

8. This constituted a true statement, submitted to Lawyers Title as a true statement.

Thus, exactly as the Plaintiffs predicted, the Showalter sworn testimony as to his recollections as to billings and payments do not support that claimed to have been suggested by the ambiguously framed Affidavit prepared for his signature. On the contrary, they in no way enlarge the evidence comprised in the only billing documentation that has been produced, namely Exhibits N, D and E.

In short, the cumulative and consistent evidence of lump sum contract billing has now been so reinforced as to be regarded as irrefutable.

The thrust of equally consistent prior statements of Mr. Robert L. Bulifant, Jr. [Bulifant] as to billings and payments, that are already before the Court is that:

1. Showalter had the authority to make application for payments as the work progressed under the three lump sum contracts dated December 21, 1971 and January 28, 1972 covering Jobs #106 - Grants, #106-A - Site Work, and #107 - A&P and Leased Stores.

2. Showalter had the authority to apply for change orders to be issued by the architects as to such contracts;

3. BLT submitted to United Virginia Bank, as the construction lender, as valid and operative documents: the partnership agreement that provided him the option to build Chippenham Mall at the lower of two bonded competitive bids; the three lump sum contracts [that for Grant's Store matching the lowest competitive bid]; and financial statements of Central Valley and a statement of its relationship to Robert L. Bulifant, Jr;

4. For any item not covered in any such lump sum contract for which payment from BLT was requested, Central Valley applied to the architect for a change order allowing such addition to that lump sum contract, and only upon such procedure could any construction money be drawn for such additional amount;

5. Central Valley made affidavit to Lawyer's Title Insurance Corporation in June of 1973 that Central Valley had been paid in full for the work that it had performed in Chippenham Mall.

Thus, despite repeated efforts by counsel for the Defendant, commencing with the Plaintiffs' filing on February 16, 1978 of their first Motion to Impose Sanctions, to suggest that at one time there existed a now-destroyed series of Central Valley billings submitting to BLT vouchers

of Central Valley's incurred costs, to which it added 5% for overhead and profit, as the method by which BLT paid Central Valley for Jobs 106, 106-A and 107, it should now be abundantly clear to the Court that no such billings ever existed; and that this is the reason BLT has no copies thereof and the reason Central Valley has been totally unable either to present any copies or to reconcile actual existing records with any such billing method ever having been employed.

The Plaintiff respectfully requests that accordingly the Court reinstate its Order Imposing Sanctions, vacated solely to enable the Defendant to produce the evidence that it is now clear he is totally unable to produce. Absolutely nothing suggests that Central Valley's method of billing and of being paid for Jobs #106, 106-A and 107 was to submit to BLT vouchers for its cost of performing these jobs and to request reimbursement of these costs plus 5% for overhead and profit. While Exhibits D and E, as the only two billings other than the AIA forms G702 and G703 requesting progress payments under the respective lump sum contracts, are framed as cost-plus-overhead reimbursement, they do not imply that this was the basic course of dealing between BLT and Central Valley. To the contrary, they clearly recognize such course of dealing as being pursuant to the lump sum contracts, requiring these special applications for overtime not authorized by such contracts and for extra work for the mechanical and electrical trades not included in said contracts. Had the course of dealing been on cost-plus, no such special or extraordinary requests would ever have arisen, as these reimbursements would have been routinely handled as any other item of cost. Being clearly the exception, they help to prove the rule was lump sum contract billing and payment.

Despite the foregoing sworn statements by the Defendant and by Clowes and Showalter, all fully corroborating all the documentary evidence, it is anticipated that the Defendant will renew his request that the Court accept the following interrogatory to him and his response as admissible evidence so as to establish an issue in fact:

"6. State the occasion, the point in time, the parties participating, the substance of any agreement, and any memorandum or memorial whatsoever of any agreement, through which BLT entered into an oral, cost plus 5% contract with Central Valley and agreed that the aforesaid three signed writings dated December 31, 1971, January 28, 1972 and January 28, 1972, respectively, were mere pretense not regarded by any party thereto as reflecting their mutual obligations.

"6. The occasion was when I signed the Travis agency agreement giving him a five per cent commission plus 12-1/2 per cent interest in BLT, without monetary consideration. I would do the billing on a five per cent fee since this would be one time only. I did not put it in writing. Also, I didn't think it was necessary as we had been dealing verbally for quite some time."

The Defendant has heretofore suggested that this flat contradiction of all sworn statements and documentary evidence is nonetheless admissible to create an issue of fact, as falling outside the procedural and substantive parol evidence rule, that proscribes the contradiction of the language of written agreements by parol evidence of prior or contemporaneous understandings. It was urged that this is admissible evidence of a parol agreement of the signators to the lump sum contracts that they would be treated as mere pretense. There is no need to review authorities to establish that testimony that the parties agreed that the writing they were signing was as between them a mere pretense is admissible

to contradict the writing. But argument that this well-established principle applies here is fatally flawed in two respects.

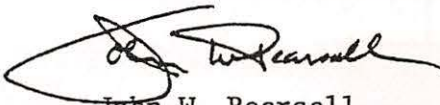
First, any testimony that the Shopping Center was agreed to be built on cost plus 5% flies in the teeth of the written partnership agreement that is not claimed to have been a mere pretense. Having affirmed that the written partnership agreement, that permitted Bulifant to build the Shopping Center at the lower of two bonded competitive bids, was and always has been a valid and operative agreement, that such competitive bids were taken pursuant to the partnership agreement, and that the Center was built pursuant to the partnership agreement, the Defendant can not be heard to contradict not only those sworn statements of his but also the written partnership agreement, so as to substitute therefor any oral cost plus agreement.

Secondly, the defendant does not intimate that all three signators to the partnership agreement [and later to the three lump sum contracts that were acted on by all parties strictly according to their tenor and intent] agreed to treat the lump sum contracts as mere pretense. At most the proffered testimony suggests that Bulifant reached such oral agreement with Travis at the same time he entered into the July 8, 1970 partnership agreement with Travis, giving him 12-1/2% interest without any capital contribution, which partnership agreement incorporated the agency agreement giving Travis 5% commission as rental agent for the Shopping Center to be built.

For testimony of anyone to be admitted to deny the protection of the parol evidence rule to the traditional sanctity of a written agreement, that testimony must quote the signators as agreeing before or at

the time of signing that the writing was to be a mere pretense. Manifestly, unless the proffered testimony, if believed, would establish their pretense, it has no relevancy or admissability to characterize the writing as pretensive. No testimony is proffered that all three partners agreed either that the written partnership agreement was mere pretense or that the three written lump sum contracts entered into and performed pursuant to the partnership agreement were mere pretense. The proffered testimony therefore can not escape the salutary proscription of the parol evidence rule.

Respectfully submitted,



John W. Pearsall

McCAUL, GRIGSBY AND PEARSALL
Post Office Box 558
Richmond, Virginia 23204
644-5491

Counsel for Complainants

DEC 22 1978

McCaul, Grigsby
& PearsallD. W. MURPHEY
JUDGE

12th Judicial Circuit
County of Chesterfield
City of Colonial Heights
JUDGES CHAMBERS
CHESTERFIELD, VIRGINIA 23832

ERNEST P. GATES
JUDGE

December 20, 1978

John W. Pearsall, Esquire
McCaul, Grigsby and Pearsall
P. O. Box 558
Richmond, Virginia 23204

J. Alvernon Smith, Jr., Esquire
Paul, Smith and Blank
P. O. Box 8557
Richmond, Virginia 23226

RE: Travis and Ludwig vs. Bulifant
Chancery #3320-77

Gentlemen:

The crucial issue in this case is whether a construction contract was cost plus or a lump sum. This is an issue of fact to be determined at the trial of the case on the merits. Counsel for the plaintiff has requested the imposition of sanctions for the failure of the defendant to comply with discovery. He contends that the defendant's evasive and incomplete answers should be treated as a failure to answer.

To impose sanctions under Rule 4:12 is discretionary with the Court. It should only be done in the rare case where conduct represents such flagrant bad faith and callous disregard of the party's obligation to disclose the facts requested. See Wilson vs. Volkswagon of America, Inc., 561 Fed. 2nd, 494. In the Wilson case, the Fourth Circuit Court of Appeals in reversing Judge Warriner upon entering default judgment of liability after finding that manufacturer had willfully failed to produce documents, said at page 503:

"The initial issue in the consideration of this appeal concerns the power of the Trial Court to grant default judgment under Rule 37 (b), Fed. R. Civ. P., and assuming it has such power, the scope of judicial review. The power to impose sanctions under Rule 37 (b) for failure, after court order in discovery proceedings to produce documents, is discretionary with the Trial Court. It is not, however, a discretion without bounds or limits but one to be exercised discreetly and never when it has been established that failure to comply has been due to inability, and not to

Page Two
John W. Pearsall, Esquire
J. Alvernon Smith, Jr. Esquire


wilfulness, bad faith, or any fault of [the non-complying party]. Particularly is the Court to act cautiously when the sanction imposed is that of default judgment, which is "the most severe in the spectrum of sanctions provided by statute or rule". In that situation the Trial Court's "range of discretion is more narrow" than when the Court is imposing other less severe sanctions. The reason for this narrower range of discretion is that the sanction of a default judgment, though "a rational method of enforcement of the discovery rules," in an appropriate case, represents in effect "an infringement upon a party's right to trial by jury under the seventh amendment", and runs counter to "sound public policy of deciding cases on their merits," and against depriving a party of his "fair day in court". Because of the importance of these constitutional and policy considerations, a leading text has stated that the exercise of the power should be confined to the "flagrant case" in which it is demonstrated that the failure to produce "materially affect[s] the substantial rights of the adverse party" and is "prejudicial to the presentation of his case."

If the Court imposes sanctions as requested by the plaintiff's Counsel, defendant will be denied to submit evidence that the contract was on a cost plus basis. This is unfair and Bulifant should have his fair day in Court.

I refuse to reinstate sanctions and direct that an Issue out of Chancery be had to determine whether the construction contract was cost plus or lump sum.

Counsel will prepare the proper order submitting it to opposing counsel for objection. Counsel should obtain a trial date for the Issue from my secretary.

Sincerely yours


Ernest P. Gates

EPG/sbh

RECEIVED

APR 20 1979

McCaull, Grigaly
& Pearrell

ORDER

Upon Motion of the complainants, by counsel, to impose sanctions on the defendant this matter came on to be heard on various occasions. Sanctions at one time being imposed by the Court, same, upon motion of the defendant for just cause shown was vacated..

UPON CONSIDERATION WHEREOF, the Court refuses to reinstate sanctions and further that an Issue out of Chancery is ordered to determine whether the construction contract in issue was cost plus or lump sum.

It is further ORDERED that counsel of record be provided with an attested copy of this order.

ENTER: 4 / 19 / 79

E. H. Vaden
Judge

We ask for this:

[Signature]
Counsel for Defendant

Seen, Objected and Excepted to:

[Signature]
Counsel for Complainants

A COPY, TESTE;

Lewis H. Vaden, Clerk

By Jacqueline H. Gerald
Deputy Clerk

V I R G I N I A :

IN THE CIRCUIT COURT OF THE COUNTY OF CHESTERFIELD

P. L. TRAVIS, JR.
and
JACK D. LUDWIG, JR.

vs.

Chancery No. 3320-77

ROBERT L. BULIFANT, JR.

Transcript of testimony and other incidents in
the above-styled case when heard on October 25, 1979,
before Honorable E. P. Gates, Judge, with a Jury.

APPEARANCES:

McCAUL, GRIGSBY & PEARSALL,
320 Mutual Bldg., Richmond, Va. 23219,
By: John W. Pearsall, Counsel for the Plaintiffs;

MINOR, FORB & BATZLI,
412 Libbie Ave., Richmond, Va. 23226,
By: James M. Minor, Jr., and Lee B. Ford,
Counsel for the Defendant.

CRANE - SNEAD & ASSOCIATES, INC.

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2a.

I N D E X

	<u>DIRECT</u>	<u>CROSS</u>	<u>REDIRECT</u>	<u>RECROSS</u>
Graham T. Jennings	12	19	--	--
George W. Farley	20	29	--	--
P. L. Travis, Jr.	36	58	89	104
Jack D. Ludwig, Jr.	108	112	113/118	117
James Alvernon Smith, Jr.	120	--	--	--
Kendall B. Paul	132	--	--	--
George W. Riegel	149	171	175	--

Motions ----- Page 177

Instructions ----- Page 183

Verdict ----- Page 198

Reported and dictated by NBL

Typed by>NNL

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PHONE 648-2801

G. T. Jennings - Direct

17.

1 made that writing?

2 A This, I believe, was for the information
3 to go onto a certificate of partnership that has to be
4 filled out and filed.

5 Q And is the other Xerox attached thereto
6 a copy of the certificate of partnership prepared in your
7 office on the basis of that information?

8 A I believe that it is.

9 MR. PEARSALL: I offer it.

10 MR. MINOR: No objection.

11 THE COURT: That will be received as
12 Plaintiffs' Exhibit No. 4.

13 Q Now, did the drafting of the partnership
14 agreement in your office going through multiple drafts in
15 which each draft was exchanged with Mr. Bulifant's attorney
16 result in an ultimate partnership agreement being signed?

17 A Yes, sir.

18 Q Who was Mr. Bulifant's attorney?

19 A Mr. Smith and Mr. Paul.

20 Q Of the firm of Smith, Paul & Blank?

21 A Yes, sir.

22 Q How do you know that a partnership agree-
23 ment was signed?

24 A Well, Mr. Smith, and Mr. Paul, and Mr.
25 Farley, and myself, and Mr. Bulifant, and Mr. Travis, and

G. T. Jennings - Direct

18.

1 Mr. Ludwig met at the Willow Oaks Country Club, I believe
2 it was on the night of July the 7th, and they went over a
3 draft of that agreement, and also a rental agreement or
4 agency agreement between Travis and the partnership, and
5 they signed it.

6 Q Did they also sign the certificate of
7 partnership at that time for recordation?

8 A I believe they did.

9 Q State whether or not it is your belief
10 that thereafter the partnership agreement after that sign-
11 ing was treated as the agreement between the parties and
12 acted upon?

13 MR. MINOR: Objection.

14 THE COURT: On what basis?

15 MR. MINOR: There is no foundation for
16 it. Hearsay. No foundation. It states an opinion
17 or belief.

18 MR. PEARSALL: I will go back and lay a
19 foundation, Your Honor.

20 THE COURT: All right.

21 Q I believe you stated earlier that you
22 represented Messrs. Travis and Ludwig in the negotiation
23 of the partnership agreement, and that after the partner-
24 ship agreement had been negotiated you represented the
25 partnership generally?

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G. T. Jennings - Direct/Cross

19.

1 A Yes, sir.

2 Q In certain areas?

3 A Yes, we did.

4 Q And the partnership that you represented
5 in certain areas was the partnership formed by that writing?

6 A Yes, sir.

7 MR. PEARSALL: Witness with you.

8
9 CROSS-EXAMINATION

10 BY MR. MINOR:

11 Q Mr. Jennings, in the certificate of
12 partnership, paragraph IV, it says the place of business
13 of the partnership shall be 180 East Belt Boulevard. Is
14 it East, or West?

15 A It's East.

16 Q East Belt Boulevard, Richmond, Virginia.
17 That was Mr. Travis' business office, was it not, sir?

18 A Yes, sir, I believe so.

19 Q And Mr. Travis was in the real estate
20 business at that office, wasn't he?

21 A Yes, sir.

22 Q And that was listed as the place of busi-
23 ness for the partnership of B.L.T. Associates, right?

24 A Yes, sir.

25 MR. MINOR: I have no further questions.

G. W. Farley - Direct

26.

Exhibit 9.

Q Will you state what this next letter is.

A This appears to be a copy of a letter to Graham Jennings, who was then my law partner, from Mr. Travis, with a carbon copy to Mr. Bulifant and Mr. Ludwig, involving a lease agreement, apparently a cover letter for a lease agreement with the W. T. Grant Company for the Chippenham Mall.

Q Did it go into anything else?

A Yes, it involves a request that the lease be reviewed prior to the next meeting on June the 16th at 7:30, and at that time they would also review the partnership agreement and the Grant lease, that's the W. T. Grant lease, I presume.

MR. PEARSALL: I ask that this be marked.

THE COURT: All right, that will be the next exhibit, Exhibit 10.

Q What is the next paper that I hand you?

A This appears to be a copy of a letter from Mr. Travis to Mr. J. Alvernon Smith, Jr., Graham T. Jennings, myself, Robert L. Bulifant, and Jack D. Ludwig, and stating that there would be a meeting of the B.L.T. Associates partnership on Tuesday, July the 7th, 1970, at 7:30 p.m. at Willow Oaks Country Club.

Q Did you attend that meeting?

G. W. Farley - Direct

27.

1 A Yes, I did.

2 MR. PEARSALL: I ask that this be marked
3 as an exhibit.

4 THE COURT: Eleven.

5 Q Who else was present at the meeting?

6 A As I recall, the people to whom it was
7 addressed, which would be Mr. Bulifant, Mr. Travis, Mr.
8 Ludwig, Mr. Smith, Mr. Jennings, and myself.

9 Q How about Mr. Paul?

10 A I am not sure, but I believe he was there
11 also.

12 Q Do you know whether any action was taken
13 relative to the partnership agreement at that meeting?

14 A The best of my recollection is that the
15 partnership agreement was signed at that meeting.

16 Q I hand you a copy of Exhibit A with the
17 bill of complaint which is the recorded copy of the partner-
18 ship agreement, and ask you whether or not that is the
19 agreement that was signed that night?

20 A To the best of my knowledge, it is, yes.

21 Q And is that true of the certificate of
22 partnership also?

23 A Yes.

24 Q And the agency agreement attached to the
25 partnership agreement?

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G. W. Farley - Direct

28.

1 A Yes, it was also signed, to the best of
2 my knowledge.

3 MR. PEARSALL: I will ask that all of
4 those be identified by the same exhibit number.

5 THE COURT: All right. Your next exhibit
6 is Plaintiffs' Exhibit No. 12.

7 Q What is the next paper that I hand you?

8 A This is a copy of a letter from Paul &
9 Smith, attorneys-at-law, apparently signed by Mr. J. Alvernon
10 Smith, to Mr. Bulifant, Mr. Travis, Mr. Ludwig, and it's
11 regarding B.L.T. Associates.

12 Q Is anybody indicated as getting a copy?

13 A A carbon copy was indicated to me.

14 Q It's a short letter, and will you read it,
15 please.

16 A In its entirety?

17 Q Yes.

18 A All right, sir. "Gentlemen, enclosed is
19 the partnership agreement and the agency agreement, which is
20 now a part of the partnership agreement. An addition has
21 been made to paragraph 11 as follows: of a desire to termi-
22 nate. Since this was added subsequent to the signing of
23 the agency contract, each of you should initial the other
24 two copies. By way of copy of this letter I am advising
25 George Farley of this addition. Should anyone have any

G. W. Farley - Direct

29.

1 questions regarding this, do not hesitate to contact me.

2 Sincerely, Paul & Smith, J. Alvernon Smith, Jr."

3 Q And was the requested initialing of the
4 change in the agency agreement in paragraph 11 made?

5 A I do not have an independent recollection
6 of it. My records would indicate that it was.

7 Q I ask that you have an opportunity to
8 look at the agency agreement that was attached to the
9 partnership agreement, which you said was signed that eve-
10 ning, and tell me whether or not the change in paragraph 11
11 of the agency agreement was in fact initialed?

12 A Yes.

13 MR. PEARSALL: I ask that the July 21st
14 letter be marked as an exhibit.

15 THE COURT: All right, it will be received
16 as Plaintiffs' Exhibit 13.

17 MR. PEARSALL: Witness with you.

18
19 CROSS-EXAMINATION

20 BY MR. MINOR:

21 Q Mr. Farley, there came a time after a
22 partnership agreement was executed that your firm and you
23 individually in that firm represented the partnership it-
24 self, did you not, sir, in various endeavors?

25 A That's correct. My involvement was rather

P. L. Travis - Direct

38.

1 interested in partaking in this venture?

2 A Yes, I did.

3 Q I hand you Xeroxes of two letters and ask
4 you what the letters are.

5 A Two letters dated April 2nd, 1970, one
6 addressed to Mr. John H. Martin, Jr., of N. W. Martin &
7 Brothers, and one addressed to Mr. R. L. Bulifant, Jr., of
8 R. L. Bulifant & Company.

9 Q What was the purpose of the letters in
10 general without reading them entirely.

11 A It was to introduce them to a proposal
12 to build a shopping center at the intersection that I pre-
13 viously mentioned, and that we had tentatively had an
14 approval from W. T. Grant to construct a store on that site.

15 Q Now, was this addressed to them as poten-
16 tial investors in the venture?

17 A Yes. These are two of several.

18 Q To whom else did you address the same
19 invitation?

20 A On this particular occasion to Mrs.
21 John H. Marks, Mr. Sam Kornblau of Grigg & Kornblau, Mr.
22 Joseph A. Maosha of Willow Lawn Cleaners, and Mr. R. L.
23 Bulifant of R. L. Bulifant & Company.

24 MR. PEARSALL: I ask that these be marked
25 as the next plaintiffs' exhibit.

P. L. Travis - Direct

39.

1 THE COURT: That will be marked as
2 Plaintiffs' Exhibit No. 14.

3 Q As a result of these letters to these
4 people did you develop any interest of anybody to go into
5 this venture of exercising the options on the land and
6 building a shopping center and owning it?

7 A Yes, sir.

8 Q And whose interest did you elicit?

9 A Well, Jack D. Ludwig, Jr., had already
10 indicated an interest in the project from previous conversa-
11 tions. This particular letter was addressed May the 14th,
12 1970, wherein I was writing to Mr. Bulifant and confirming
13 his interest in the venture.

14 Q Other than the underscoring that appears
15 on the letter, which obviously wasn't there at the time it
16 was sent, is this a copy of the letter that you sent out
17 at that time for that purpose?

18 A Yes, sir.

19 Q And you showed a copy to Mr. Ludwig?

20 A I sent a copy to Mr. Ludwig, yes.

21 Q Now, is Mr. Ludwig related to you in any
22 fashion?

23 A He's my son-in-law.

24 Q What was his participation going to be as
25 an investor?

P. L. Travis - Direct

40.

1 A He had invested \$25,000 in order to obtain
2 12-1/2 percent of the interest in the venture, which we
3 estimated we needed approximately \$200,000 to capitalize.

4 Q In this proposal were you going to be a
5 participant, that is own an interest?

6 A I was going to retain 12-1/2 percent
7 interest, and my services would be my investment.

8 Q And then you would continue as leasing
9 agent after the building was built, after the improvements
10 were built?

11 A That's true, yes, sir.

12 MR. PEARSALL: I ask that this be marked.

13 THE COURT: That will be Exhibit No. 15.

14 Q Your responsibility, as you stated, after
15 the center was built would be as rental agent on a commis-
16 sion basis, is that correct?

17 A That is true. That was part of my respon-
18 sibility and my part of the partnership.

19 Q What was your responsibility before the
20 center was actually built and you were able to collect
21 rents?

22 A To obtain leases, arrange for financing.
23 It wasn't my responsibility, but I did arrange for financing.

24 Q Did you have any responsibility relative
25 to construction?

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P. L. Travis - Direct

41.

1 A No, sir.

2 Q Who did?

3 A Well, Mr. Bulifant's company, Central
4 Valley Construction, was in the construction business, and
5 it seemed likely that he would be the one that would take
6 that responsibility.

7 Q And did he in fact take over responsibility
8 as far as the partnership for construction?

9 A Yes, sir, completely.

10 Q In the batch of letters that I have handed
11 up to you, was a copy of each of those letters sent to
12 Messrs. Ludwig and Bulifant?

13 A Yes, sir, each letter. Each letter was
14 not pertaining to the same subject, but a copy was sent to
15 each person.

16 Q And would you call off the dates of the
17 letters.

18 A Beginning with May the 20th, 1970.

19 Q The next date.

20 A May 25th.

21 Q The next date.

22 A May 27th. June 9th. June 17th. June
23 25th. June 25th. June 25th. June 29th. June 29th.

24 Q Without going into the content of each
25 letter, what was the purpose of sending a copy to Messrs.

P. L. Travis - Direct

42.

1 Bulifant and Ludwig?

2 A To keep them informed as to my progress
3 in making leases and obtaining tenants for the center.

4 MR. PEARSALL: I ask that it be marked
5 collectively as one exhibit.

6 THE COURT: That will be marked as Plain-
7 tiffs' Exhibit No. 16.

8 Q Now, what is the date and the purpose of
9 the next letter that I hand you?

10 A The date is May 25th, 1970, and it's
11 addressed to Mr. Bulifant, with a copy to Mr. Ludwig, and
12 it's three pages containing a breakdown of the various
13 parcels of land that were accumulated and the status of
14 each one as to price, the mortgage, the monthly payment,
15 and the balance due to settle, and it was five parcels of
16 land.

17 Q Did you account therein for the check
18 that Mr. Jennings said was received into his fiduciary or
19 his escrow fund for the benefit of the partnership?

20 A Included in this amount advanced by
21 partners was \$15,361.35 by Mr. Bulifant, and \$25,000 by Mr.
22 Ludwig.

23 Q And that \$15,000 was the check that Mr.
24 Jennings testified to?

25 A That's true.

P. L. Travis - Direct

43.

MR. PEARSALL: I ask that it be marked.

THE COURT: That will be Plaintiffs'

Exhibit No. 17.

Q What is the date and purpose of this letter?

A It was dated June the 12th, 1970, and it was addressed to Mr. Bulifant and Mr. Ludwig, and it was announcing from a newspaper article that I had received, and I sent them a copy, whereby the Bliley family had just purchased a \$180,000 piece of land, and that the purchase we were making was seemingly very good compared to this sale.

Q In other words, you were crowing a little bit to your prospective partners that you all had a good low base for your venture?

A That's true.

MR. PEARSALL: I ask that it be marked.

THE COURT: That will be Plaintiffs'

Exhibit No. 18.

Q State whether or not there came a time in the course of the partnership agreement being negotiated and going through several drafts reflecting those negotiations that it was agreed in the partnership agreement that you would continue as the leasing agent?

A Well, in every communication that I had

P. L. Travis - Direct

44.

1 with any proposed partner or proposed investor I stipulated
2 that that was a part of the arrangement, if we could work out
3 the details, that I would be the leasing manager for the
4 center.

5 Q Did there ever come a time that it was
6 necessary to reduce that agency agreement by which you would
7 be the leasing agent for the partnership to writing?

8 A Yes, sir, it was.

9 Q What was the purpose of the communication
10 that you now have in your hand?

11 A The letter is addressed to J. Alvernon
12 Smith, attorney--

13 Q For whom?

14 A Attorney for Mr. Bulifant, dated June the
15 30th, 1970, with a copy sent to Mr. Bulifant and Mr. Ludwig,
16 and it enclosed a copy of a typical agency agreement used
17 by the Toddsburg Land Corporation for Meadowdale Shopping
18 Center that we were planning to use for the Chippenham Mall
19 Shopping Center.

20 Q Now, was your agency agreement in fact
21 patterned after that?

22 A Yes, sir. Well, it was intended to. I
23 am not positive and I haven't compared it recently, but it
24 was intended to.

25 Q That was the basis of the agreement to

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45.

1 which you agreed and the rest of the parties agreed?

2 A That is true, yes, sir.

3 MR. PEARSALL: I ask that it be marked.

4 MR. MINOR: If Your Honor please, is there
5 a date that we can reference that in our notes?

6 THE COURT: January 30th, 1970. It's
7 Exhibit No. 19.

8 Q You have heard testimony by others that
9 the partnership agreement went through several drafts. Is
10 that your recollection of what happened?

11 A Yes, sir, it is.

12 Q Was a draft ultimately found to be satis-
13 factory to all the partners and their respective attorneys?

14 A Yes, sir, it was.

15 Q And was that draft executed?

16 A Yes, it was.

17 Q Do you recall the circumstances of that
18 draft being executed?

19 A We all met at the time designated in an
20 arrangement that I had made to get together.

21 Q Where was it that you were going to meet?

22 A At the Willow Oaks Country Club.

23 Q And who was included in that group?

24 A Mr. Bulifant, Mr. Ludwig, myself, and Mr.
25 Bulifant's attorneys and representatives, and my attorneys

P. L. Travis - Direct

46.

1 and representatives.

2 Q And those attorneys for Mr. Bulifant were
3 whom?

4 A Mr. J. Alvernon Smith, and I believe Mr.--

5 Q His partner?

6 A Yes.

7 Q Kendall Paul?

8 A Yes.

9 Q Who were your attorneys?

10 A Mr. Graham Jennings and Mr. George Farley.

11 Q I believe you have testified that at that
12 meeting a satisfactory draft of the partnership agreement
13 was executed by all the parties?

14 A That is true, yes, sir.

15 Q I hand you Plaintiffs' Exhibit No. 12 and
16 ask you if that is the agreement of partnership with the
17 agency agreement attached and the certificate of general
18 partnership.

19 MR. MINOR: Is that dated July the 8th?

20 MR. PEARSALL: That's July the 8th.

21 A Yes, it is.

22 Q And they are the papers that you say were
23 signed on the evening of July 7th at the Willow Oaks Country
24 Club?

25 A Yes, sir.

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47.

1 Q I hand you a paper and ask you what that
2 is?

3 A This is a letter dated July 8th to Mr.
4 J. Alvernon Smith, a copy to Mr. Bulifant and Mr. Ludwig,
5 that states, "Enclosed is original and two copies of executed
6 partnership agreement which has been duly acknowledged."

7 Q Who sent that letter?

8 A I sent the letter to Mr. Smith.

9 Q And who took the acknowledgement of the
10 signers?

11 A Mrs. Martha Alphin, that's my secretary.

12 Q And did she know the signatures of the
13 parties?

14 A Yes, she did.

15 Q And on that basis she was willing to take
16 the acknowledgements?

17 A Yes.

18 Q Did she change the date from the 7th to
19 the 8th?

20 A She acknowledged it on the 8th.

21 MR. PEARSALL: I ask that it be marked.

22 THE COURT: That will be Plaintiffs'

23 Exhibit 20.

24 Q Of what is the Xerox a copy that I have
25 just handed you?

P. L. Travis - Direct

48.

1 A It's a letter dated July 14th, 1970, from
2 Paul & Smith addressed to myself, P. L. Travis, which states:
3 "This acknowledges your letter of July the 8th."

4 Q Is that the letter transmitting the signed
5 partnership agreement?

6 A That's true, but I think he made one sug-
7 gestion, that before distribution of the partnership agree-
8 ment, he would like to have the agency agreement properly
9 executed so that it be attached and made a part of the
10 partnership agreement, and it was signed by J. Alvernon
11 Smith.

12 Q And he said that he did not have any of
13 the agency agreements and would like to have three executed
14 agreements?

15 MR. MINOR: He didn't say that. The
16 letter speaks for itself, and I object.

17 Q Well, will you read the last paragraph of
18 the letter.

19 A "I do not have any of the agency agree-
20 ments, and I would like to have the three executed agreements
21 plus at least one extra copy of the same for our records.

22 Q Now, that was the request addressed by
23 Mr. Smith to you?

24 A Right. I might mention that he struck
25 out J. Alvernon Smith and put Alvernon.

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49.

MR. PEARSALL: I ask that it be marked.

THE COURT: That will be Plaintiffs'

Exhibit No. 21.

Q Did you make any response to that request?

A On July 15th, 1970 I wrote to Mr. J. Alvernon Smith in reference to the letter of July 14th, and I enclosed an original and three copies of the agency agreement between B.L.T. Associates and Travis Realty Company covering Chippenham Mall Shopping Center.

Q And did you in fact include the enclosures that you said that you were sending?

A Yes, I did.

MR. PEARSALL: I ask that it be marked.

THE COURT: Plaintiffs' Exhibit No. 22.

Q Of what is the Xerox that I have just handed you?

A A letter dated July 14th, 1970 from the architectural firm of Armstrong & Salomonsky addressed to Mr. R. C. Bulifant, care of B.L.T. Associates, and it was a contract for the performance of certain architectural services by that firm.

Q Was it a proposal to the partnership to perform the architectural services for the shopping center?

A Yes, it was, and it had a place for acceptance.

Q And was it accepted?

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50.

1 A Yes, it was.

2 Q Accepted by what persons?

3 A By R. L. Bulifant, Jr., as partner, and
4 myself.

5 MR. PEARSALL: I would like to have it
6 marked.

7 THE COURT: Plaintiffs' Exhibit No. 23.

8 Q Did the firm of Armstrong & Salomonsky
9 prepare plans for the shopping center?

10 A Yes, they did.

11 Q They were the usual architectural drawings,
12 plans, and specifications?

13 A Yes, sir.

14 Q Against which bids could be taken?

15 A That's true, yes, sir.

16 Q Mr. Travis, I invite your attention to the
17 fact--

18 MR. MINOR: Would you refer to which
19 exhibit you are looking at.

20 MR. PEARSALL: Plaintiffs' Exhibit 12.

21 MR. MINOR: Thank you.

22 Q --that the partnership agreement as a
23 part of Plaintiffs' Exhibit No. 12, which is the partnership
24 agreement, and the agency agreement, and the certificate of
25 general partnership, has a paragraph 18, and I ask you to

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51.

1 read paragraph 18.

2 A "It is understood that the parties are
3 presently contemplating the purchase of lands on Hull Street
4 Road, U.S. Route 360, in the City of Richmond, Virginia, and
5 constructing thereon a shopping center to be called Chippen-
6 ham Mall Shopping Center. The parties agree that Bulifant
7 or a company of which he is a principal shall have the right
8 to construct the improvements on said lands at a contract
9 price which is equal to the lower of two bonded bids
10 obtained from competitive construction companies.

11 Q Now, pursuant to that were bonded bids
12 received from competitive construction companies?

13 A Yes, there were.

14 Q Do you recognize the papers that I've
15 handed up to you?

16 A Yes, sir.

17 Q What are they?

18 A They are copies of envelopes and bids
19 for the sealed-bid opening on a certain date, 2:00 p.m.
20 Eastern Standard Time, November 18th, 1971, of three con-
21 tracts on the W. T. Grant department store.

22 Q Who were the bidders?

23 A Central Valley Construction Company,
24 Century Construction Company, and Kayhoe Construction Corpo-
25 ration.

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52.

1 MR. PEARSALL: I ask that these be marked.

2 THE COURT: All right, sir, that will be
3 Plaintiffs' Exhibit No. 24.

4 Q Now, were these sealed bids opened?

5 A Yes, they were.

6 Q Do you recall, without reference to the
7 bids, they speak for themselves, but do you recall off the
8 top of your head which was the lowest bid?

9 A The lowest of the two outside bids was
10 Century Construction Company. I don't remember the amount,
11 but it seems like a million one hundred thousand, something
12 in that neighborhood.

13 Q Did B.L.T. Associates take any action
14 relative to letting a contract in relation to the outcome
15 of this bidding?

16 A Not at that bidding, but at a later date
17 there was a contract entered into.

18 Q Do you recognize the papers I have handed
19 to you?

20 A Yes, it is a contract dated December 31st,
21 1971 between Central Valley Construction Company as contrac-
22 tor, and B.L.T. Associates as owner for the construction of
23 the W. T. Grant store.

24 Q Now, how did the amount of that contract
25 relate to the lower of two competitive bids outside?

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53.

1 A Well, Central Valley's bid was approxi-
2 mately \$100,000 less than the lowest bid.

3 Q And how did this relate to the bid, the
4 lowest bid from outside?

5 A How did this contract relate to the other
6 lowest bid?

7 Q The amount of this contract relate to
8 the bids that were taken?

9 A It was lowest of the--

10 Q I'm not communicating with you very good,
11 so I will try again. How did the amount of this contract,
12 which you say was entered into-- Did you testify that it
13 was entered into?

14 A Yes, sir.

15 Q How did this contract in amount, that is
16 the amount-- Well, what was the amount of the contract?

17 A \$1,081,000.

18 Q How did that \$1,081,000 relate to the
19 bidding that was received, the lowest bid?

20 A It's approximately \$14,000 less, I think.

21 Q Was this amount of this contract equal
22 to, greater than, or exactly the same as any of the bids
23 received? Do you understand my question, Mr. Travis?

24 A Yes. I don't recall what the other bid
25 was.

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54.

1 THE COURT: Why don't we let him look at
2 the other bids.

3 Q Now, take your time. If I have confused
4 you by the form of my question, just take your time and
5 look at the bids and look at the contract and see how they
6 relate to each other, if they do.

7 A They are exactly the same.

8 THE COURT: Say what they are.

9 Q Is the contract the same price as--

10 A The lump sum for the bid from Century was
11 \$1,081,000. The lump-sum contract with Central Valley was
12 \$1,081,000.

13 MR. PEARSALL: Thank you. I ask that
14 they be marked.

15 THE COURT: They will be marked as
16 Plaintiffs' Exhibit No. 25.

17 Q Now, was the W. T. Grant store the only
18 thing that was built in the shopping center?

19 A No, sir.

20 Q Were any more competitive bids taken
21 for anything else in the shopping center?

22 A No, sir.

23 Q Were any contracts entered into for any
24 other building in the shopping center?

25 A Yes, sir.

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55.

Q What other contracts were entered into?

A The A&P store, and the satellite stores in between the two connecting buildings, and the site work. The site work being the parking area, lighting, and so forth.

Q Now, what portion of that remaining work was in a contract? Was it all lumped together in one contract?

A Well, there were two contracts, one was for the site work, and one was for the lump-sum contract for the A&P and the other satellite stores.

Q Will you be a little bit more explicit because you and I know what you are talking about, but the jury doesn't necessarily know what you are talking about by the "satellite stores." Now, describe to the jury what was embraced in the contract relating to the A&P and satellite stores.

A The contract for the A&P store included the connecting buildings between the A&P store and the W. T. Grant store, which is a strip of stores about two or three hundred feet in length that connected the two together.

Q Now, was that contract going to cover the full completion of those stores?

A No, sir.

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56.

1 Q What was it supposed to do as to those
2 stores?

3 A It was to cover the so-called shell part,
4 the roof, the walls, the floor, and the mechanical work.

5 Q Now, if you took no competitive bid for
6 that, how did you arrive at the contract?

7 A Well, we took the per-square-foot basis
8 that was used in arriving at the W. T. Grant store and
9 applied it to the square footage for the remainder of the
10 center. I don't recall what dollar-per-square-foot it
11 arrived to, but that's the basis that we used, that was
12 for the buildings. The site work--

13 Q Well, while we are on the buildings, let's
14 complete that statement. What is that that has been handed
15 to you?

16 MR. MINOR: Has it been marked as an
17 exhibit?

18 MR. PEARSALL: No.

19 A It's January the 28th, 1972.

20 Q And what does it purport to be?

21 A This is the contract covering the mechan-
22 ical, electrical, and it refers to the A&P store plans and
23 the satellite stores.

24 Q Are you saying that this is the contract
25 that was entered into relative to the A&P store and the

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57.

1 shell of the strip stores or connecting stores between the
2 A&P and W. T. Grant?

3 A Yes, sir.

4 Q And the amount of this contract was
5 arrived at on a per-square-foot basis comparable to the
6 bid for the Grant store, is that correct?

7 A That is true.

8 MR. PEARSALL: I ask that it be marked.

9 THE COURT: Plaintiffs' Exhibit No. 26.

10 Q What was the amount of that?

11 A The amount of this contract was \$562.942.

12 Q Now, I interrupted you as to your testi-
13 mony about the site work. Was there a separate contract
14 for the site work?

15 A Yes, there was.

16 Q Was any competitive bid taken for the
17 site work?

18 A No, sir.

19 Q How was the price arrived at for the site
20 work?

21 A Based on Mr. Bulifant's experience in the
22 past in building situations such as this. The partnership
23 relied on his judgment as to what would be fair and what
24 would not be fair.

25 Q And what percentage of the partnership

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1 did Mr. Bulifant own?

2 A Seventy-five percent.

3 Q What is that that has been handed to you?

4 A It's a contract dated January 28th, 1972
5 between Central Valley Construction Company and B.L.T.
6 Associates for the site work on this particular shopping
7 center in the amount of \$260,400.

8 Q Now, that was the contract between B.L.T.
9 Associates and Central Valley for doing the site work?

10 A Yes, sir.

11 MR. PEARSALL: I ask to have it marked.

12 THE COURT: That will be Plaintiffs' No. 27.

13 MR. PEARSALL: Witness with you.

14
15 CROSS-EXAMINATION

16 BY MR. MINOR:

17 Q Mr. Travis, you have been in the real
18 estate business for the past twenty-seven years, have you
19 not?

20 A I have been in the business nineteen years
21 for myself. I was an agent for the American Oil Company
22 for about eight years.

23 Q So, you have been nineteen years a self-
24 employed real estate broker?

25 A Yes, sir.

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1 Q And before that you had eight years as
2 a real estate agent for the American Oil Company?

3 A That is true.

4 Q Acquiring sites for their service stations?

5 A That is true.

6 Q So, you have been in the real estate busi-
7 ness or connected therewith for twenty-seven years, is that
8 correct?

9 A That is true, yes, sir.

10 Q And for the last fifteen years you have
11 been engaged in commercial real estate?

12 A That is true.

13 Q And in doing so you have been involved
14 in leasing office space and leasing out space in shopping
15 centers in this Metropolitan Richmond area?

16 A That is true.

17 Q Your involvement has been as the agent
18 for people who own property primarily in leasing out the
19 premises?

20 A Yes, sir.

21 Q Now, I believe you stated that the partner-
22 ship agreement was executed between the parties, and I be-
23 lieve Mr. Pearsall referred you to paragraph 18 of the part-
24 nership agreement, and you read that paragraph in which it
25 said, among other things: The parties agree that Bulifant

P. L. Travis - Cross

60.

1 or a company of which he is a principal shall have the right
2 to construct the improvements on said lands at a contract
3 price which is equal to the lower of two bonded bids obtained
4 from competitive construction companies, is that correct?

5 A That is true.

6 Q Now, you did not, however, receive competi-
7 tive bids on any portion of that shopping center except on
8 the Grant store itself, did you?

9 A That is true.

10 Q And as a matter of fact, where the contract
11 calls for bonded bids, neither of those other bids were
12 bonded, were they?

13 A I do not recall.

14 Q Well, sir, would you like to look at one
15 of the documents? I refer you to Plaintiffs' Exhibit 24,
16 and I refer you also to Century Construction's bid, and I
17 refer you to the first page of that bid, and I will ask you
18 to read what it says at the bottom.

19 A "Specifications did not require a perfor-
20 mance bond."

21 Q Then you did not require any bond of
22 either Century or Kayhoe despite the fact that the partner-
23 ship contract called for it, is that correct?

24 A That is correct. I did not seek the
25 bids myself.

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1 Q Let me ask you this. These bids were
2 opened in your office with you present, weren't they?

3 A That is true. For convenience.

4 Q And you didn't look at them?

5 A I looked at them, but I didn't request
6 them.

7 Q So, the first contract that was let, as
8 far as you are concerned, was received after two non-
9 bonded competitive bids were submitted, right?

10 A That is true.

11 Q Now, were representatives of Kayhoe and
12 Century present when those bids were opened?

13 A Yes, sir, they were.

14 Q Were you aware of the contents of the
15 partnership agreement wherein it said that Bulifant or a
16 company of which he is a principal shall have the right to
17 construct the improvements?

18 A Yes, sir.

19 Q Did you tell Kayhoe or Century that you
20 had that agreement with Mr. Bulifant?

21 A I had no reason to.

22 Q I asked you did you tell them that?

23 A No, sir, I didn't.

24 Q Then these folks submitted these bids
25 with no chance of getting the job, didn't they?

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P. L. Travis - Cross

62.

1 A I don't know, sir.

2 Q Well, sir, you knew that you had an
3 agreement--

4 MR. PEARSALL: Your Honor, I object to
5 his arguing with the witness. He said he didn't
6 procure the bids, he didn't have anything to do
7 with getting the bids.

8 MR. MINOR: Your Honor, I don't think I
9 am arguing with the witness, am I?

10 THE COURT: I believe you are.

11 MR. MINOR: All right, sir, you are cer-
12 tainly the one I have to abide by, so I will stop
13 it.

14 Q Now, in addition to the Grant store, the
15 site work was-- Well, when I say site work, site work means
16 the development of the land for putting the buildings on
17 it, doesn't it?

18 A Yes, sir, that is correct.

19 Q In addition to the Grant building and the
20 site work and the A&P, and the leased space adjoining it,
21 there was other work performed by Central Valley Construc-
22 tion on that property, was there not?

23 A Yes, they built the center.

24 Q As a matter of fact, they finished out all
25 of the strip stores all the way down the mall, didn't they?

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63.

- 1 A That is true.
- 2 Q And they were numbered in the teens,
- 3 weren't they?
- 4 A Pardon me?
- 5 Q How many stores were there?
- 6 A Approximately twenty.
- 7 Q And when you name that twenty, are you
- 8 talking about Grant's and the A&P in that twenty?
- 9 A They are included in the twenty.
- 10 Q So, there were eighteen more stores?
- 11 A That is true.
- 12 Q And not a single one of those stores was
- 13 finished out by Central Valley with any kind of competitive
- 14 bid, was it?
- 15 A None whatsoever.
- 16 Q Now, Mr. Travis, do you know George Riegel?
- 17 A Yes, sir.
- 18 Q George Riegel is a certified public accoun-
- 19 tant, isn't he?
- 20 A That is true.
- 21 Q And George Riegel has been your certified
- 22 public accountant for a number of years individually, hasn't
- 23 he?
- 24 A Yes, sir.
- 25 Q When did he first become your certified

1 JURY OUT

2 MR. MINOR: Your Honor, I object to a
3 motion for summary judgment at this stage of the
4 proceeding.

5 THE COURT: I understand that you object.

6 MR. MINOR: Well, if Your Honor please,
7 I don't even think it's proper for him to do it
8 at this stage of the proceeding.

9 THE COURT: Well, the question is the
10 admissibility of this letter, that's the only
11 thing I think that we should discuss now.

12 MR. MINOR: That's what I thought we were
13 talking about.

14 MR. PEARSALL: Judge, the admissibility
15 of this letter depends upon the posture of the
16 litigation, and without calling it a motion for
17 summary judgment then I will address the posture
18 of the litigation so as to give the foundation.

19 THE COURT: What is your objection to the
20 admissibility of this letter?

21 MR. PEARSALL: The objection to the admis-
22 sion of this evidence is that there is no evidence
23 admissible in this case except evidence that the
24 partnership agreement was pretensive because if the
25 partnership agreement was not pretensive and the

JURY OUT

position of the defendant is that at the time the agency agreement, which was integral with the partnership agreement, was signed, the agreement was made that there would be pretensive writings thereafter executed.

Now, to let the Court know that that is exactly what is the posture of the defendant, the interrogatory propounded on October 10th, 1977 and responded to on February 5th, 1978, the interrogatory was: "As to payments by B.L.T. Associates, to Central Valley on 5/9/73 of \$105,941, on 6/25/73 of \$20,000, on 9/12/73 of \$199,775, and on 12/14/73 of \$52,000; and as to the representation by Bulifant on January 30th, '76, that B.L.T. still owed Central Valley at that time \$74,000; detail," and this is the interrogatory, "detail the precise terms of any contract between B.L.T. and Central Valley that entitle Central Valley to such amounts from B.L.T., for an aggregate claimed by Central Valley against B.L.T. of two million six hundred forty-one odd thousand dollars or three hundred forty-seven odd thousand dollars more than the aggregate of \$2,247,541 shown on the attached exhibits A, B, and C, as the last contract amounts approved by

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the architect for the respective jobs as of the indicated dates, plus \$46,800 estimated by the architect to complete the leased space."

Now, there were attached as the exhibits A, B, and C, the architects approval of the contract amounts and the disbursements, plus D was a reserve estimated at \$46,800 to complete at the time of closing, and that was a reserve set aside, and the response to that was, the answer under oath of Mr. Bulifant was, "The contract that existed between B.L.T. and Central Valley Construction Company was an oral cost-plus contract, though there are writings that purport to be contracts, these writings were for the express purpose of securing commitments from a lending institution and in no way was intended to be the amount of the construction of the finished shopping center. It was understood by all partners in B.L.T. and by Central Valley Construction Company that the costs of the shopping center in question was to be on a cost-plus basis."

That was followed up by an interrogatory propounded on April 28th, 1978, which read, "State the occasion, the point in time, the parties par-

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icipating, the substance of any agreement, and any memorandum or memorial whatsoever of any agreement through which B.L.T. entered into an oral cost-plus-5% contract with Central Valley and agreed that the aforesaid three signed writings dated December 31st, '71, and January 28th, '72, and January 28th, '72, respectively, were pretenses not regarded by any party thereto as reflecting their mutual obligation."

The response to that interrogatory over the oath of Mr. Bulifant on May 19th, 1978, was, "The occasion was when I signed the Travis agency agreement giving him a 5% commission plus 12-1/2% interest in B.L.T. without monetary consideration; that I would do the billing on a 5% fee since this would be one time only. I did not put it in writing. Also, I didn't think it was necessary as we had been dealing verbally for quite some time."

So, he says under oath that the occasion for the cost-plus agreement was, "When I signed the Travis agency agreement giving him a 5% commission plus 12-1/2% interest in B.L.T."

Now, the evidence has already shown, and I was going to cap the evidence by then having Mr.

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Smith and Mr. Paul and the admission tie it up completely, the evidence has shown that the Travis agency agreement was signed at the same time as the partnership agreement, was part and parcel of the partnership agreement, and expressly made so by Mr. Alvernon Smith on behalf of Mr. Bulifant. And, the evidence has also shown that the partnership agreement, which would by the law of the substantive parol evidence rule, merge into it and encompass all prior discussions and all contemporaneous discussions, expressly provided not for cost-plus, but the exact opposite, lump-sum building at the lower of the two competitive bids.

So, you have got an answer to interrogatories under oath saying that the time I made it cost-plus was at the time I signed a contract that it would be lump-sum.

Now, I'm going to completely establish that that was the contract and that it was executed on that basis, and even the admission of Mr. Bulifant that the center was built on that basis.

Now, here we therefore have a position taken in the litigation that the contract that was entered into was contrary to the terms of the

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contract, "The only way that any evidence is admissible contrary to the terms of an integrated writing or memorial of agreement is if it's pretensive or if it's charged to have been procured by fraud. There is no charge of procurement by fraud in the context that the Court has already heard, so therefore the only way that the oral cost-plus contract could have existed at the time as the partnership agreement would be for the partnership agreement to be pretensive. But, we have got the admissions of the party that the partnership agreement was not pretensive.

We have got the bill for accounting saying, "By agreement, dated July 9th, 1970, recorded July 13th, 1970 in book 5, pages 242 and 243, in the Clerk's Office, Circuit Court of Chesterfield County, Bulifant and Travis and Ludwig formed a general partnership, said agreement being attached hereto as Exhibit A, to be read as a part hereof," and that is what has been introduced.

"Pursuant to said agreement of partnership B.L.T. Associates acquired property and developed a shopping center at the intersection of U.S. Route 360 and Chippenham Parkway in Chesterfield

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County known as Chippenham Mall."

Now, the answer of the defendant is that the respondent admits the allegation contained in these paragraphs. So, the respondent admits that the partnership agreement is viable and the center was developed pursuant to the agreement.

Additionally, under date of April 28th, 1978, interrogatory 2 was, "State whether B.L.T. Associates obtained sealed bids from Kayhoe Construction Corp. and Century Construction Company pursuant to the following provision of the B.L.T. partnership agreement: The parties agree that Bulifant or a company of which he is a principal shall have the right to construct the improvements on said lands at a contract price which is equal to the lower of two bonded bids obtained from competitive construction companies."

Now, the response to the interrogatory was yes. So, we have got the defendant in the posture of saying that the cost-plus occurred simultaneously with the partnership agreement, in direct contradiction of the terms of the partnership agreement, and therefore would be admissible as testimony to be considered solely if the partnership agreement were pretensive. But, he's

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1
2 already admitted that the partnership agreement
3 is not pretensive, he already admits that it's a
4 viable instrument and the thing was built accord-
5 ing to it, and the Court has heard the evidence.
6 So, therefore, there is nothing in the world pre-
7 tensive about the partnership agreement.

8 So, we have the defendant in a position
9 that the only evidence he can offer is evidence
10 that clearly is not admissible, and this was the
11 reason for my harangue of the Court at such great
12 length ahead of time about the lack of necessity
13 for the issue out of chancery.

14 Now, I didn't write a great big long
15 brief on the subject of inconsistent positions
16 because it was developed so fully in Michie's
17 Jurisprudence in sections 33, 34, and 35 of
18 Estoppel. I will just read some of the portions
19 of the headnotes that I have underscored. A
20 party cannot assume positions which are inconsis-
21 tent with each other and mutually contradictory.
22 A party to a contract cannot in the same breath
23 affirm and disaffirm. As a general rule, a party
24 is estopped from taking a position which is
25 inconsistent with one previously assumed in the

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course of the same action or other legal proceedings. Thus, a party to a suit may not assume inconsistent positions therein. A party will not be permitted to approbate and reprobate, in the language of the Scotch law, at the same time. A litigant must abide by his position taken and by issues made by him in the pleadings.

Now, if there's one case cited for that established law there must be one hundred, and it is clearly the law of Virginia. No litigant can successfully ask a court or jury to believe that he has not told the truth. His statements of fact and the necessary inferences therefrom are binding upon him. He cannot be heard to ask that his case be made stronger than he makes it where it depends upon facts within his own knowledge as to which he has testified and taken oath. I have added the words "and taken oath." An admission made during the course of judicial proceedings, whether it is direct or by inference from the position assumed, the relief sought or the defense set up will estop the one who makes it from subsequently asserting any claim inconsistent therewith. Furthermore, unlike others, a judicial admission is conclusive

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Accordingly, a plaintiff is bound by his own statements provided they are intelligently made. Therefore, under the rule, a party who has alleged in his pleading the existence of a fact or expressly admitted it in the facts agreed in the case, will not be permitted in that case to question the existence of such fact.

Now, there can't be any question about the doctrine of estoppel in litigation by virtue of a position taken, and here's one solemnly taken under oath that these writings were signed, to be sure, but they were pretensive. Yet, he has admitted that the agreement that they were to be pretensive was made simultaneously with the written agreement, which said just the opposite, and he's admitted that the written agreement, the partnership agreement, is viable, and he has admitted that the center was built according to it.

So, the only evidence that would be admissible under his posture in the litigation is evidence that is not admissible because it violates the parol evidence rule, and therefore since the only evidence that is admissible is evidence that the partnership agreement was pretensive, in other

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words that the partnership agreement did not mean what it said, and therefore it pretended to be according to lump-sum but actually was a side agreement, that being the only evidence that would be admissible, this evidence which is sought to be admissible now is certainly not binding on Ludwig because he's not privy to it in any way whatsoever. It is not binding on Bulifant as it's contrary to his oath that these writings were pretensive because this writing doesn't say that the contracts were pretensive, it says the contract was changed from a set figure to a cost-plus figure, cost plus 5% profit.

So, it's contrary to Mr. Bulifant's position. He can't impeach his own testimony by introducing evidence contrary to his testimony that it never did come into existence as an agreement, not that it was changed, but it never came into existence. It's not admissible against Mr. Ludwig. It's not admissible against Mr. Bulifant.

So, I respectfully submit that it doesn't actually constitute an admission as to Mr. Travis because it's entirely consistent with Mr. Travis' testimony.

1 JURY OUT

2 THE COURT: All right. Well, I don't
3 agree with you at all, Mr. Pearsall. I think that
4 this is admissible. If you want to put on the
5 record why you think it is, Mr. Minor, in order
6 that I don't make a mistake, you may do so. But,
7 to me, this doesn't come within the purview of
8 the parol evidence rule, particularly among the
9 parties. Now, whether or not it applies to
10 Ludwig, I think that is going to be something
11 else, whether the defendant can show that Ludwig
12 had knowledge of it because I do think this takes
13 it out of the parol evidence rule.

14 I will overrule your objection to the
15 admissibility of this letter. I think that this
16 is something that Mr. Travis should be examined
17 on, and I think it's within the purview of the
18 defendant to cross-examine on it.

19 MR. PEARSALL: Does the Court understand
20 the nature of my objection?

21 THE COURT: I understand your objection,
22 and I overrule it.

23 Now, let's go to lunch, and if you--

24 MR. MINOR: Your Honor, so that I can
25 understand one thing, do I understand that Mr.

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JURY PRESENT

BY MR. MINOR: (Continuing)

Q Mr. Travis, I show you a paper, and I represent to you that this is a copy of a paper which was obtained from the file of Riegel, Fulton & Lewis which was subpoenaed to this court, and this is a copy thereof, and I will ask you to look at it and I will ask you if that's your signature at the bottom of it?

A Yes, sir.

Q I ask you if that is your handwriting indicating March 25th, 1974?

A Yes, sir.

Q I would like for you to read to the jury the next-to-the-last paragraph and the last paragraph.

A Just those two paragraphs?

Q Yes, sir.

MR. PEARSALL: May it please the Court, if it's going to be read, I would like for the whole thing to be read.

THE COURT: Read it in its entirety.

Q Read the whole thing.

A It's a note on accountant's file paper, Riegel, Fulton & Lewis at 5500 Lakeside Avenue, Richmond, Virginia. "The original contract with Central Valley Construction for the construction of Chippenham Mall Shop-

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1 ping Center was as follows: Section 1, Grant's, \$1,081,000.
2 Sections 2 and 3, the A&P and the satellite stores, or con-
3 necting stores, \$562,948. Site work, \$260,400; for a total
4 of \$1,904,342. The actual payments to Central Valley Con-
5 struction Company for the whole construction amounted to
6 \$2,578,506.78; for an excess over contract of it looks like
7 \$674,164.78, which is a 26% differential. The contract was
8 changed from a set figure to a cost-plus-5%-profit.

9 "I understand the above and agree that
10 you are to use the cost figure of \$2,578,342 as the basis
11 of improvements to Chippenham Mall Shopping Center performed
12 by Central Valley Construction Company. Dated March 25th,
13 1974, signed by P. L. Travis, Jr."

14 MR. MINOR: Your Honor, I move its admis-
15 sion.

16 MR. PEARSALL: I object to the admission
17 for the reasons already stated out of the presence
18 of the jury.

19 THE COURT: I will receive it as Defen-
20 dant's Exhibit No. 2.

21 MR. MINOR: And I would like for the jury
22 to see it, Your Honor.

23 THE COURT: All right, sir, you may pass
24 that among the jurors, if you will, sir.

25 Q Mr. Travis, I show you a photocopy of a

P: L. Travis - Cross

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1 two-page document also obtained from the files of Riegel,
2 Fulton & Lewis under subpoena duces tecum, and I will ask
3 you if you have ever seen this document or a copy thereof?

4 A I only recall seeing the second page of
5 this document.

6 Q You don't recall the first page?

7 A I may have seen it, but I don't recall
8 seeing it.

9 Q You don't recall seeing it?

10 A No, sir.

11 Q But you do--

12 A I recall seeing the second page.

13 MR. MINOR: If Your Honor please, if view
14 of the witness saying he doesn't recall seeing the
15 first page, I reserve the right to offer that in
16 another way, and I will offer the second page.

17 MR. PEARSALL: I don't think that anything
18 more than the second page should come into evidence
19 through this witness.

20 MR. MINOR: That's what I am saying, I
21 don't intend to offer anything but the second page
22 at this time, that's what I meant to say.

23 MR. PEARSALL: I misunderstood you.

24 MR. MINOR: I reserve the right to offer
25 the first page through another witness.

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1 THE COURT: THE COURT: That will be Defendant's
2 Exhibit No. 3.

3 Q Now, I represent to you, Mr. Travis, that
4 this came from your file, and I will ask you if you have
5 ever seen this before?

6 MR. PEARSALL: May it please the Court,
7 I think that the record should state that it's
8 the files of B.L.T. Associates in his office, I
9 think that's what Mr. Minor intended to say.

10 MR. MINOR: Yes, sir. What I am saying
11 is that I got that under a request to produce
12 from Mr. Travis, and he's right, it came from the
13 file of B.L.T. Associates in Mr. Travis' office.

14 A Addressed to B.L.T. Associates.

15 Q Yes, sir. Did you ever see it?

16 A Yes, sir.

17 Q Down at the bottom of that, isn't that
18 your handwriting, pay by check No. 155?

19 A Yes, sir.

20 MR. MINOR: I would like to mark this as
21 the defendant's next exhibit.

22 THE COURT: That will be Defendant's
23 Exhibit No. 4.

24 Q Now, Mr. Travis, for your information I
25 am showing you a photocopy of a checkbook taken from your

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1 office, which I was told was the checkbook of B.L.T. Asso-
2 ciates, is that correct?

3 A That is correct.

4 Q Now, I point out to you the stub for
5 check No. 155, and I will ask you if that's not your hand-
6 writing?

7 A That is my handwriting.

8 Q Now, Mr. Travis, I show you the copy of
9 the entire checkbook, and I will ask you first if the check-
10 book for B.L.T. Associates was kept in your business office?

11 A Yes, sir.

12 Q And I will ask you if the entries therein
13 were made by either you, or Mrs. Joan Weeks, or Martha
14 Alpin, who were in your employ?

15 A Yes, sir.

16 MR. MINOR: Now, Your Honor, I ask that
17 this be introduced as the defendant's next exhibit.

18 THE COURT: That will be received as
19 Defendant's Exhibit No. 5.

20 Q Now, Mr. Travis, I don't believe you have
21 told us, and if you have I didn't remember it, if there is
22 any relationship between you and Mr. Ludwig besides being
23 partners in B.L.T. Associates?

24 A He's my son-in-law.

25 Q How long has Mr. Ludwig been married to

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1 your daughter?

2 A Approximately twelve years.

3 Q Now, you contacted Mr. Ludwig and got him
4 involved in this venture, did you not?

5 A He was the first one.

6 Q You contacted him, did you not?

7 A Yes, sir.

8 Q Now, when Mr. Ludwig was contacted by
9 you, where did he live?

10 A I believe he lived on Smithdeal Avenue.

11 Q Where was that located?

12 A In the City of Richmond.

13 Q So, he lived in the Richmond area?

14 A Yes, sir.

15 Q And you lived in the Richmond area at
16 that time?

17 A Yes, sir, it was the annexed area at the
18 time.

19 Q Now, when did you first contact Mr.
20 Ludwig, approximately?

21 A About this?

22 Q Yes, sir.

23 A Sometime in '69.

24 Q And along the line he became a partner
25 in B.L.T. Associates, didn't he?

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- 1 A Yes, sir.
- 2 Q And Mr. Ludwig put up \$25,000, didn't he?
- 3 A Yes, sir.
- 4 Q And sometime thereafter he moved from
- 5 the Smithdeal Avenue address, didn't he?
- 6 A Yes, sir.
- 7 Q And where did he move?
- 8 A Near Ashland.
- 9 Q Near Ashland, Virginia?
- 10 A Yes, sir.
- 11 Q Now, at the time that you signed this
- 12 partnership agreement for B.L.T. Associates he was an
- 13 excavating contractor, wasn't he?
- 14 A He was a heavy-equipment contractor.
- 15 Q Heavy-equipment contractor?
- 16 A Yes, sir.
- 17 Q And there came a time that he changed
- 18 occupations, didn't he?
- 19 A Yes, sir.
- 20 Q And he became a horse breeder, didn't he?
- 21 A Yes, sir.
- 22 Q When did he change from a heavy-equipment
- 23 contractor to a horse breeder?
- 24 A I don't recall.
- 25 Q Now, did Mr. Ludwig ever take an active

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1 part in the affairs of this partnership?

2 A No, sir.

3 Q I'm going to ask you if you kept him
4 advised of what was going on?

5 A Yes, sir, completely.

6 Q Kept him completely advised?

7 A Yes, sir.

8 Q And told him everything that you were
9 doing that affected the partnership?

10 A Yes, sir.

11 Q Did he ever object to anything that you
12 were doing for the partnership that you told him about?

13 A If he did, he didn't say so.

14 Q Now, when you signed this paper, this
15 paper was addressed to the certified public accountants
16 for B.L.T. Associates, wasn't it?

17 A Yes, sir.

18 Q And you were acting for that partnership
19 when you did that, weren't you?

20 A At the time, yes, sir.

21 MR. MINOR: I have no further questions.

22 MR. PEARSALL: May it please the Court,
23 without waiver of the objections made out of the
24 presence of the jury to inquiring beyond the limits
25 of evidence, which I have reviewed with the Court,

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1 and I don't want to make any further reference to
2 for fear of prejudicing the jury, I will have to
3 examine Mr. Travis in the area which has been
4 opened up by the opposition, but it's distinctly
5 without waiver.

6 THE COURT: I understand, and you may do
7 so.

8
9 REDIRECT EXAMINATION

10 BY MR. PEARSALL:

11 Q Mr. Travis, you have just told Mr. Minor
12 that you told Mr. Ludwig whatever you were doing for the
13 partnership. What was the area of your activity for the
14 partnership?

15 A As far as it pertained to leasing and
16 obtaining tenants for the shopping center.

17 Q And did you have any responsibility rela-
18 tive to construction?

19 A No, sir, none whatsoever.

20 Q Were you trying to do anything more than
21 to keep your two partners informed of the progress of your
22 efforts on behalf of the partnership in obtaining tenants?

23 A That is true.

24 Q That's all you were responsible to the
25 partnership for, and that's all that you said to your partners?

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1 A That's my responsibility, the leasing of
2 the center.

3 Q And that was the extent of your communica-
4 tions with your partners, what you were doing on behalf of
5 the partnership?

6 A That is true, yes, sir.

7 Q Now, following the entering into of the
8 three lump-sum contracts to which reference has been pre-
9 viously made, which I will for shorthand call the Grant
10 contract, the A&P contract, and leased-space contract,
11 and the site-work contract-- Well, you know what I mean
12 by those references, do you not?

13 A Yes, sir.

14 Q In the course of the performance of these
15 contracts did Central Valley get any interim pays or draws,
16 as the expression goes in the construction trade?

17 A Between the time that the contract was
18 signed?

19 Q No, in the course of erecting the shopping
20 center did Central Valley get paid periodically?

21 A Yes, sir, they did.

22 Q Now, detail for the jury exactly what
23 happened in the course of Central Valley's getting paid,
24 and the reason I ask you to detail that is that you say
25 you had nothing in the world to do with the construction,

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1 but you did have the checkbook?

2 A That is true.

3 Q Now, tell the jury here exactly what
4 would happen when any construction money was paid out to
5 Central Valley.

6 A Well, anytime that a so-called draw was
7 necessary from the work that had progressed, a voucher was
8 signed and furnished to us, or to B.L.T., by the architects,
9 Armstrong & Salomonsky, and also--

10 MR. MINOR: Excuse me, Your Honor, but
11 this witness has testified that he had no knowl-
12 edge of anything except the leasing, and I object
13 to this line of questioning, and it is also not
14 proper redirect.

15 MR. PEARSALL: May it please the Court,
16 he said he had no responsibility except for leasing,
17 but he did keep the checkbook in his office, and
18 on direct examination he listed what the checks
19 were and put in by this witness the checkbook that
20 was maintained in his office.

21 THE COURT: I think it's proper because
22 he has a right to explain why he was signing checks,
23 which was contrary to what he previously testified
24 to. I will overrule your objection. You may con-
25 tinue.

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1 Q Do you know where you were?

2 A Yes.

3 Q Well, continue.

4 A Well, when a voucher was furnished to us,
5 usually by Mr. Bulifant in hand, that we need a draw and
6 we need a check, he would furnish the B.L.T., so to speak,
7 office with a copy of this voucher that was signed by
8 Armstrong & Salomonsky and also signed by his superintendent,
9 Mr. Showalter most of the time, and B.L.T. issued a check
10 which required Mr. Bulifant's signature and my signature,
11 and the only part that I played in it was the countersigna-
12 ture of the check, I had to sign the check to make it col-
13 lectible, I guess.

14 Q I ask you if you recognize the nature of
15 the papers that were handed up to you just now?

16 A Yes, sir, these are vouchers, payment
17 vouchers.

18 Q Is this the type of thing you are talking
19 about?

20 A Yes, sir.

21 Q And are these copies of the vouchers that
22 came from the files of B.L.T. Associates?

23 A Yes, sir.

24 Q Signed under oath by Mr. Showalter on
25 behalf of Central Valley?

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1 A And notarized.

2 Q And signed under oath by Mr. Browning for
3 the architects?

4 A Or Mr. Salomonsky.

5 MR. PEARSALL: I ask that they be marked
6 as an exhibit.

7 THE COURT: That will be the next plain-
8 tiffs' exhibit, I believe that's 28.

9 MR. PEARSALL: May I approach the witness?

10 THE COURT: Yes, sir.

11 Q Now, I believe you testified previously
12 that there was no contract for the finishing of the stores,
13 that is the interior of the stores in the strip or connect-
14 ing portion?

15 A That is true, yes, sir.

16 Q Were they paid any money for doing that?

17 A Yes, sir.

18 Q And do you have any knowledge of how they
19 were paid money, whether the architect had anything to do
20 with the monies that they were paid?

21 A Well, if the architects had a voucher
22 there, it would be in that--

23 Q Well, I ask you to look through there and
24 see if there are in fact payments authorized by the change
25 orders as additions to the leased-space contract amount for

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1 the finishing of these stores?

2 A Would change orders be this type? I am
3 not sure because I never examined these papers other than
4 to issue a check as requested. So, I don't know whether
5 they are change orders or what they are, really.

6 Q So, the documents will have to speak for
7 themselves?

8 A Yes, sir.

9 Q Do you recall when the closing was had on
10 the permanent financing and the payout of the construction
11 financing of the shopping center?

12 A I believe it was June of 1973, but I am
13 not sure.

14 Q Now, I ask you to look at the check stubs,
15 check stub 303 to Central Valley for \$20,000 under the date
16 of 6/25/73, and was that after the closing?

17 A I'm not sure what day the closing was.
18 I think it was after the closing, but I am not sure.

19 Q And check No. 372 on September 12th, 1973,
20 which is Central Valley, for \$199,775?

21 A Yes, sir, I know that was after.

22 Q And check No. 418 to Central Valley for
23 \$52,000?

24 A Yes, sir.

25 Q And tell me whether you recall ever seeing

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1 any vouchers for those checks?

2 A No, sir.

3 Q Then why did you sign the checks?

4 A Because--

5 MR. MINOR: If Your Honor please, objec-
6 tion. Why he signed it is not the point. He did
7 sign it, that's the point, and I object to it.

8 MR. PEARSALL: If it please the Court,
9 he's opened up this line of interrogation.

10 THE COURT: I will overrule the objection.

11 A I signed it like I normally did, when
12 requested to sign it.

13 Q Now, Mr. Minor has exhibited to you a
14 writing which you said you signed at Mr. Riegel's request.

15 MR. MINOR: He didn't say that, Your Honor.
16 He didn't say that he signed that at Mr. Riegel's
17 request.

18 MR. PEARSALL: That's what I understood.

19 MR. MINOR: I didn't hear anything to
20 that effect.

21 Q Whose writing is this, other than your
22 signature?

23 A Mr. Riegel's writing.

24 Q And who produced it for your signature?

25 A Mr. Riegel.

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1 Q Did he just throw it on the floor and you
2 happened to pick it up, or did he ask you to sign it?

3 A He asked me to sign it because it was
4 necessary in order to produce the depreciation that was
5 required by the Internal Revenue Service.

6 Q Had you spoken to Mr. Riegel or answered
7 any questions of Mr. Riegel prior to his writing this up
8 for your signature?

9 A I don't recall, but I am sure I did.

10 Q Well, he's purporting to recite certain
11 facts as being within your knowledge and having you sign
12 it to record that those facts were in your knowledge, is
13 that the way you understood it?

14 A Yes, sir.

15 Q Now, in any conversation you ever had
16 with Mr. Riegel were you ever trying to suggest that these
17 lump-sum contracts, which you have testified previously were
18 signed and were paid out with this procedure, which we have
19 just gone through, were abandoned and a new agreement entered
20 into?

21 MR. MINOR: Your Honor, number one, it's
22 objectionable on two grounds, it's a perfectly
23 leading question, and it's contrary to a position
24 taken in the document. But, it's a leading ques-
25 tion for the main thing.

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1 THE COURT: It is a leading question, and
2 I sustain it on that basis.

3 MR. PEARSALL: I will withdraw the ques-
4 tion.

5 Q I invite your attention to the words, "The
6 contract was changed." What did you mean by, "The contract
7 was changed"?

8 MR. MINOR: Your Honor, the document
9 speaks for itself.

10 MR. PEARSALL: The witness has got a right
11 to explain his language.

12 THE COURT: I overrule your objection.

13 A What did I mean by that?

14 Q Yes. Did you mean that the lump-sum
15 contracts had been scrapped?

16 MR. MINOR: If Your Honor please, objec-
17 tion, leading question.

18 THE COURT: Sustained.

19 Q What did you mean by the word "changed"?

20 A I meant by the word "changed," that six
21 months after the closing we were in need of a basis to set
22 the depreciation for the shopping center, and this was the
23 only one, and I was the only partner there, so I signed the
24 statement to that effect.

25 Q Well, I don't understand your answer, so

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1 you are going to have to amplify it for my benefit. Now,
2 what was the contract that was recited as started out.

3 A The lump-sum contract.

4 Q Now, did the lump-sum contract that he's
5 totaled to \$1,904,000 cover all the work to be done in the
6 shopping center?

7 A No, sir.

8 Q Now, did you mean that those contracts
9 had been changed?

10 MR. MINOR: If Your Honor please, I object,
11 leading, perfectly leading.

12 Q How were they changed?

13 MR. MINOR: Your Honor--

14 THE COURT: Gentlemen, please have a seat.

15 MR. MINOR: Was my objection sustained,
16 or overruled?

17 THE COURT: Overruled.

18 Q Were those contracts for that lump-sum
19 amount of \$1,904,000 changed?

20 A They weren't changed.

21 Q Well, was anything in addition to those
22 contracts performed by Central Valley?

23 MR. MINOR: If Your Honor please, objec-
24 tion, leading question. He's leading the witness
25 all over the place, and I must make my objection

1 on the record.

2 THE COURT: I overrule your objection.

3 Q How did cost plus 5% profit come into your
4 conversation with Mr. Riegel?

5 MR. MINOR: There has been no mention that
6 any such conversation took place.

7 THE COURT: I overrule your objection.

8 Q Take the paper and put it in front of you,
9 and I am trying to ask you to state what was the sense of
10 this sentence right here at the time you signed it after it
11 was written down by Mr. Riegel?

12 MR. MINOR: Your Honor, what was the sense
13 of it is what this jury is impaneled for, and I
14 object to it.

15 THE COURT: He has a right to say to the
16 jury what his sense of it was, and it's up to the
17 jury to determine what the effect of that instru-
18 ment is.

19 MR. MINOR: Thank you, Your Honor.

20 THE COURT: It doesn't go to the admissi-
21 bility, it just goes to the weight of the evidence.

22 A I treated this instrument like I treated
23 everything that Mr. Riegel, my accountant for many years,
24 gave me. I relied on his confidence as well as I did Mr.
25 Bulifant for his confidence as far as the building of the

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1 center. There was no question in my mind about any intent
2 that the lump-sum contract was being changed to a cost-plus
3 contract because there was never in any conversation any
4 verbal or written or any agreement whatsoever that said
5 that this contract was changed from a lump-sum to a cost-
6 plus.

7 Q. What was done on cost-plus as far as the
8 center was concerned?

9 A I suppose finishing up the individual
10 stores as they were completed.

11 Q And you suppose that from what?

12 MR. MINOR: If Your Honor please, I
13 suggest that we are not supposed to be engaged
14 in supposing, and I object.

15 MR. PEARSALL: May it please the Court,
16 I am just trying to get the witness to explain
17 what was the sense he had behind something some-
18 body else wrote and he signed.

19 THE COURT: The witness may answer the
20 question.

21 A Again, I suppose because I had no other
22 reason to think otherwise, and I was requested to, it was
23 requested of me to sign it. I questioned why I had to sign
24 it, but it was part of his setting up the books for the
25 depreciation, and I saw nothing wrong with it.

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1 Q Let's go back for just a moment. Did you
2 know anything about the figure of \$2,578,000 that is men-
3 tioned in there?

4 A Yes, sir.

5 Q And how did you know that?

6 A Because I saw it on the paper, that's the
7 first knowledge that I had of it.

8 Q But outside of seeing it on the paper,
9 Mr. Travis, did you know anything about \$2,578,000 being
10 the reported cost of the center?

11 A No, sir. I wasn't surprised, but I didn't
12 know it.

13 Q Now, why weren't you surprised that it
14 was more than the lump-sum contracts?

15 A Because I knew there were some things
16 that had to be done on a cost-plus basis, on some basis.

17 Q Do you know whether the architects autho-
18 rized any extras?

19 A No, sir.

20 Q I hand you Defendant's Exhibit No. 4 and
21 ask you what that is?

22 A It's a letter dated January 18th, 1973
23 addressed to B.L.T. in reference to the Grant store.

24 Q What's the thrust of it, Mr. Travis?
25 Just take time to read it and decide what the thrust is,

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1 and then tell the jury.

2 A It looks like it's a bill for overtime.

3 Q And was it paid?

4 A It was paid, yes, sir.

5 Q And it was addressed directly to B.L.T.

6 Associates?

7 A Yes, sir.

8 Q By Central Valley?

9 A Yes, sir.

10 Q So, you know that in addition to the
11 lump-sum they paid the overtime, is that correct?

12 MR. MINOR: Your Honor, he's leading the
13 witness.

14 THE COURT: He is leading the witness.

15 MR. MINOR: Well, would the Court
16 respectfully admonish Mr. Pearsall not to lead
17 the witness?

18 THE COURT: Mr. Pearsall, please don't
19 lead your witness.

20 MR. PEARSALL: Yes, Your Honor.

21 Q In the latter stages of the construction,
22 the very latter stages of the construction, was the work
23 still being done under the lump-sum contracts?

24 MR. MINOR: If Your Honor please, objec-
25 tion, he's leading the witness.

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1 THE COURT: He is leading the witness,
2 that is a leading question, and I sustain your
3 objection.

4 MR. PEARSALL: Withdraw the question.

5 Q Do you have any idea what was meant by
6 that sentence when it was written down there?

7 A The last sentence?

8 Q No, the sentence that we are talking
9 about, Mr. Travis.

10 MR. MINOR: If Your Honor please, I think
11 that question has been previously asked several
12 different ways.

13 A You mean the contract was changed, is
14 that the sentence?

15 Q Yes.

16 A No, I don't know the reason for it being
17 there really except to set it up on the basis for tax
18 purposes, that's what it was meant for.

19 A JUROR: Judge, I can't hear too well.

20 THE COURT: Please speak a little louder,
21 Mr. Travis.

22 A The only reason I know that it was included
23 in there was that there had to be some basis for deprecia-
24 tion of buildings for the Internal Revenue, and that was the
25 only basis since the cost was more than the lump-sum contract.

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1 Q And that was your understanding of what
2 he was putting down, and that's what you were signing?

3 A Yes, that's absolutely the truth.

4 MR. PEARSALL: No further questions.

5
6 RECROSS-EXAMINATION

7 BY MR. MINOR:

8 Q I'm going to ask you about the language,
9 "The contract was changed from a set figure to cost-plus
10 5% profit." Do you have any difficulty understanding that
11 sentence?

12 A Not at all.

13 Q Did you have any difficulty when you
14 signed it?

15 A I will be perfectly frank with you, I
16 didn't even read it.

17 Q So, you signed this paper without even
18 reading it?

19 A With the confidence that I had in Mr.
20 Riegel and in Mr. Bulifant's knowledge of the center, I had
21 no reason to question anybody's integrity.

22 Q Did anybody force you to sign that?

23 A No, sir.

24 Q You are dealing with your accountant that
25 has been representing you for years, is that correct?

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1 A Absolutely.

2 Q Let me ask you this. Did you think you
3 were giving the Internal Revenue Service false information
4 when you signed that statement?

5 A No, sir, I was doing what I was requested
6 to do.

7 Q So, that statement was intended to be a
8 true statement, wasn't it?

9 A I wouldn't say that.

10 Q So, you are telling me on the one hand
11 that you didn't intend to give the IRS false information,
12 and on the other hand you wouldn't say that it was a true
13 statement, is that what you are saying?

14 A I wouldn't say either one.

15 Q Now, Mr. Travis, did anybody ever force
16 you to sign a check?

17 A No, sir.

18 Q Did anybody ever twist your arm to sign
19 a check?

20 A No, sir.

21 Q Did I understand you to say a few minutes
22 ago that every check that you issued was on a voucher?

23 MR. PEARSALL: I object, Your Honor, he
24 didn't say that.

25 MR. MINOR: I asked him if I understood

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1 him correctly.

2 A No, I didn't say that.

3 Q So, therefore checks were issued and you
4 signed them without a voucher, didn't you?

5 A Upon somebody's request.

6 Q Now, did your office keep the running
7 balance in the checkbook?

8 A Yes, sir.

9 Q You kept it up as you went along, didn't
10 you?

11 A Yes, sir.

12 Q You knew how much money was coming in,
13 didn't you?

14 A That is true.

15 Q You knew how much money was going out,
16 didn't you?

17 A Yes, sir.

18 Q And you knew how much money you had in
19 the account at any given time, didn't you?

20 A Yes, sir, and so did the other partners.

21 Q Let me ask you this. You knew that the
22 paperwriting between Central Valley and B.L.T. for the
23 Grant store was \$1,800,000, didn't you?

24 A Yes, sir.

25 Q And you knew that for the site work it

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1 was \$260,000, didn't you?

2 A Yes, sir.

3 Q And you knew for the A&P and the connect-
4 ing stores or leased space it was \$562,948, didn't you?

5 A That's true.

6 Q By simple arithmetic therefore that amounted
7 to \$1,904,000 and some change, didn't it?

8 A That is true.

9 Q Well, you signed this paper, didn't you,
10 showing that the cost figure was \$2,578,000, and you autho-
11 rized Mr. Riegel, the accountant, to use that figure,
12 didn't you, as the cost of the project?

13 A I authorized for the partnership, yes, sir,
14 I did.

15 MR. MINOR: I have no further questions.

16 MR. PEARSALL: I have no further questions.

17 THE COURT: You may step down, Mr. Travis.

18
19 WITNESS STOOD DOWN

20
21 MR. PEARSALL: Call Mr. Ludwig.

22 NOTE: The plaintiff, Mr. Ludwig, is sworn.
23
24
25

1
2 JACK D. LUDWIG, JR., a plaintiff herein,
3 called in his own behalf, first being duly sworn, testifies
4 and states:

5
6 DIRECT EXAMINATION

7 BY MR. PEARSALL:

8 Q Will you state your name, age, and occupa-
9 tion.

10 A Jack D. Ludwig, thirty-six years old,
11 horse trainer.

12 Q Mr. Ludwig, did you ever become a partner
13 in B.L.T. Associates?

14 A Yes, sir.

15 Q Do you ever recall signing a partnership
16 agreement?

17 A Yes, sir.

18 Q Do you recall the occasion?

19 A No, sir.

20 Q You don't recall anybody else being present?

21 A Yes, sir, I recall that, but I don't re-
22 member any details.

23 Q Do you have any idea who else was present?

24 A Mr. Travis and Mr. Bulifant, and I think
25 there were some attorneys there.

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1 Q Some attorneys?

2 A Yes, sir.

3 Q Did the attorneys represent you and Mr.
4 Travis exclusively, or for Mr. Bulifant?

5 A The attorneys were for all parties.

6 Q Mr. Ludwig, I hand you Plaintiffs' Exhibit
7 No. 12, the top portion of which is the certificate of
8 general partnership, and ask you if that's your signature?

9 A Yes, sir.

10 Q And another portion of which is the agree-
11 ment of partnership, and I ask you if that's your signature?

12 A Yes, sir.

13 Q And another portion of it is an agency
14 agreement, and I ask you if that's your signature?

15 A Yes, sir.

16 Q Now, were you expected to do anything about
17 building the shopping center or leasing the shopping center?

18 A No, sir.

19 Q Was your role simply that of an investor?

20 A Yes, sir, that's all.

21 Q Who was to attend to the leasing of the
22 shopping center, as far as you were concerned?

23 A Mr. Travis.

24 Q And who was to attend to the building of
25 the shopping center, as far as you were concerned?

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1 A I don't know about that.

2 Q Will you read paragraph 18 of the partner-
3 ship agreement and see if it refreshes your recollection to
4 any extent.

5 A "It is understood that the parties are
6 presently contemplating the purchase of lands on Hull Street
7 Road, U.S. 360, in the City of Richmond, Virginia, and con-
8 structing thereon a shopping center to be called Chippenham
9 Mall Shopping Center. The parties agree that Bulifant or a
10 company of which he is a principal shall have the right to
11 construct the improvements on said lands at a contract price
12 which is equal to the lower of two bonded bids obtained
13 from competitive construction companies."

14 Q Was that your understanding when you
15 signed the partnership agreement?

16 A Yes, sir.

17 Q At any subsequent time was there ever any
18 departure from that understanding, as far as you were con-
19 cerned?

20 A No, sir.

21 Q Did you ever in any way authorize or
22 indicate that anyone was authorized to make any change of
23 that?

24 MR. MINOR: If Your Honor please, objec-
25 tion, that's a leading question.

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1 THE COURT: Yes, it is. Mr. Pearsall,
2 you know how to ask those questions properly, and
3 try to do so, if you would.

4 MR. PEARSALL: This is about the fourth
5 witness on this particular thing, and I was trying
6 to move along, Your Honor.

7 Q State whether or not the subject of
8 departure from that arrangement was ever discussed in your
9 presence.

10 MR. MINOR: Your Honor, that-- Well, let
11 it go.

12 THE COURT: It is still a leading question.
13 Whenever you ask a question that suggests an answer,
14 then that's a leading question. Whenever you ask
15 a question that says: Do you want to answer yes
16 or no; that's a leading question, that gives you a
17 choice of alternatives. Now, try to ask a ques-
18 tion to comply with the rules of court.

19 MR. PEARSALL: I respectfully submit to
20 the Court that there isn't any way I can elicit
21 this information within the rules of the court, and
22 I will just leave it at that.

23 THE COURT: All right.

24 MR. PEARSALL: Witness with you.
25

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CROSS-EXAMINATION

BY MR. MINOR:

Q Mr. Ludwig, are you and Mr. Travis on good terms?

A Yes, sir.

Q You have been on good terms for the last several years?

A Yes, sir.

Q You have been on good terms since you entered into this partnership of B.L.T. Associates?

A Yes, sir.

Q Now, Mr. Ludwig, you are a horse breeder, are you not, sir? Or, is that the correct name, is that a correct designation?

A No, sir.

Q What is your occupation, sir?

A I train thoroughbred racehorses.

Q How long have you been a trainer of thoroughbred racehorses?

A Five years.

Q And you are out of the state a great deal, aren't you?

A Yes, sir.

Q And have been for the past number of years, haven't you?

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1 A Yes, sir.

2 Q And if I recall correctly, you told Mr.
3 Pearsall that your position in this matter was just an
4 investor, right?

5 A Yes, sir.

6 Q However, you relied on your father-in-law
7 to keep you posted and to look out for your interests in
8 the partnership, didn't you?

9 A Yes, sir.

10 Q And you authorized him to act in your
11 behalf when you were away, didn't you?

12 A Yes, sir.

13 Q And that would apply at any time it was
14 necessary to make a decision or conduct the business of
15 B.L.T. Associates, is that correct?

16 A Yes, sir.

17 MR. MINOR: I have no further questions.

18
19 REDIRECT EXAMINATION

20 BY MR. PEARSALL:

21 Q Did you ever authorize him to take any
22 action on your behalf?

23 MR. MINOR: If Your Honor please--

24 MR. PEARSALL: He opened it up, Judge.

25 MR. MINOR: Judge, he's impeaching his

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1 own witness now.

2 MR. PEARSALL: He opened it up.

3 THE COURT: He has a right to ask it. I
4 overrule your objection.

5 Q Did you ever authorize Mr. Travis to take
6 any action on your behalf?

7 A None, sir.

8 Q Are you aware of Mr. Travis ever having
9 taken any action on your behalf?

10 A No, sir.

11 Q Did you ever tell Mr. Bulifant that Mr.
12 Travis could take any action on your behalf?

13 MR. MINOR: Leading question. Objection.

14 MR. PEARSALL: May it please the Court,
15 he opened this very thing up here.

16 MR. MINOR: It doesn't make any difference
17 whether I opened it up or not, it's a leading ques-
18 tion.

19 THE COURT: It is a leading question.

20 MR. PEARSALL: May it please the Court,
21 I respectfully submit there is no way to bring the
22 consciousness of a witness to a particular event
23 unless you mention that event. Now, he asked him
24 a general blanket question whether he was authorized
25 to act for him or on his behalf, and I am trying to

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1 find out what time that was and what event he's
2 talking about.

3 THE COURT: But you can't lead your
4 witness.

5 MR. PEARSALL: May it please the Court,
6 I am not leading the witness, I am trying to find
7 out--

8 THE COURT: You asked him did he ever
9 tell Mr. Bulifant that Mr. Travis could take any
10 action on his behalf, and it implies a type of
11 answer.

12 MR. PEARSALL: I respectfully object to
13 the Court's ruling and I will rephrase the ques-
14 tion.

15 THE COURT: Yes, sir.

16
17 BY MR. PEARSALL: (Continuing)

18 Q This agreement or understanding between
19 you and your father-in-law upon which to your knowledge he
20 never acted, did you communicate that to anybody else?

21 A No, sir.

22 Q Did you ever have any discussion whatso-
23 ever with anybody else about your father-in-law acting on
24 your behalf?

25 A No, sir.

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1 Q What was the nature of the report which
2 your father-in-law made to you as to activities that he
3 engaged in on behalf of the partnership?

4 A He sent a lot of correspondence to me
5 about what was going on.

6 Q And was that basically the type of com-
7 munications you had?

8 A That, and he would call me occasionally.

9 Q And would he tell you about his activities
10 on behalf of the partnership?

11 A Would you explain that a little better,
12 please?

13 Q What was the activity of the partnership
14 that he was reporting to you insofar as you can recall it.

15 A At what stage of progress the shopping
16 center was at; leases; and I don't remember what else.

17 Q In any of those conversations was it ever
18 discussed that the basis of the shopping center being built
19 was changed?

20 A No, sir.

21 Q Or was contemplated being changed?

22 A No, sir.

23 MR. PEARSALL: That's all I have of this
24 witness, Your Honor. And, it is my understanding
25 that the horses to whom the witness has responsi-

J. D. Ludwig - Redirect

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1 bility are due to run tonight, so he's--

2 MR. MINOR: He may be excused, if Your
3 Honor please, but I've just one question, and then
4 I won't hold Mr. Ludwig any longer because I want
5 him to look after his horses.

6 MR. PEARSALL: I'm not talking about Mr.
7 Ludwig's horses, I'm talking about Mr. Ludwig's
8 obligations to people by whom he's retained, just
9 like I have the responsibility to my client.

10 MR. MINOR: Judge, I didn't mean anything
11 offensive in that remark, I was just trying to--

12 THE COURT: You all are doing very well,
13 I think the trial is going along very smoothly.

14
15 RECROSS-EXAMINATION

16 BY MR. MINOR:

17 Q Mr. Ludwig, let me ask you this. When
18 did you move from the State of Virginia, move your residence
19 from the State of Virginia?

20 A I am still a resident of the State of Vir-
21 ginia.

22 Q What is your residence?

23 A I live in two or three different places
24 during the year, but I consider Virginia my home.

25 Q Ashland, near Ashland?

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L. D. Ludwig - Recross

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1 A Yes, sir.

2 Q Now, when did you move from Richmond to
3 Ashland?

4 A I think it was 1970.

5 Q Well, is it safe to say that from the
6 inception of this partnership you relied upon, depended upon,
7 and turned over all of your affairs in connection with this
8 partnership to your father-in-law, P. L. Travis, Jr.?

9 A I don't know just how to answer that.

10 Q Well, did you rely upon him to look out
11 for your interests in this partnership from its inception?

12 A He advised me.

13 Q I just asked you a question. Did you rely
14 on him to look out for your interests in this partnership
15 from the beginning?

16 A Yes, sir.

17 Q And did you authorize him to act in your
18 behalf in connection with the partnership when you weren't
19 here?

20 A Yes, sir.

21 MR. MINOR: I have no other questions.

22
23 FURTHER REDIRECT EXAMINATION

24 BY MR. PEARSALL:

25 Q In what area did you authorize him to

L. D. Ludwig - Further Redirect

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1 act on your behalf?

2 A In no particular area.

3 Q Did he ever act on your behalf in any
4 particular area, to your knowledge?

5 A I don't think Mr. Travis made any major
6 decisions without consulting me.

7 Q And did he ever consult you about any
8 change in the basis on which the shopping center was to be
9 built?

10 MR. MINOR: Your Honor, that question has
11 been asked two or three times before?

12 THE COURT: You have already objected to
13 it as to the improper form.

14 A No.

15 Q Your answer is no?

16 A My answer is no.

17 MR. PEARSALL: That's all I have.

18 THE COURT: All right, sir, you may step
19 down. Thank you, Mr. Ludwig.

20
21 WITNESS STOOD DOWN

22
23 MR. PEARSALL: Call Mr. Smith.

24 NOTE: The witness is sworn.
25

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K. B. Paul - Direct

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Q Have I exhausted your full recollection
of anything that has to do with the formation of the
partnership?

A Yes, sir.

MR. PEARSALL: Witness with you.

MR. MINOR: No questions.

THE COURT: You may be excused.

WITNESS STOOD DOWN

MR. PEARSALL: May it please the Court,
I want to introduce in evidence and read to the
jury certain items, and I can use any device that
the Court wants me to use.

THE COURT: I think we had better let
the jury go out on this before you introduce those
because I have got some questions on those myself.

Lady and gentlemen, just step in the
jury room for just a few minutes, please.

NOTE: At this time, the jury leaves the
courtroom; whereupon the case continues in their
absence as follows:

JURY OUT

THE COURT: To my recollection you said
you were going to introduce the bills and the

JURY OUT

answer, and is that what you are going to do now?

MR. PEARSALL: I'm going to introduce certain paragraphs of the bill and the answer, and a certain interrogatory and the answer.

THE COURT: That's unusual to do that, and I am going to make sure--

MR. MINOR: If Your Honor please, the pleadings are certainly not evidence in the case.

THE COURT: No, sir, they are not evidence and they are not admissible into evidence.

MR. PEARSALL: May it please the Court, I understand that the pleadings may not be taken by the jury to the jury room, but it comes as quite a surprise to me, and it's contrary to my understanding of the law, that a formal statement in the form of an answer is not admissible in evidence.

THE COURT: There is a way to get it into evidence, but you just cannot introduce it yourself. I ought not have to tell you how to do it.

MR. PEARSALL: I could put Mr. Bulifant on the stand, who will say that he never saw it.

THE COURT: Then he's not bound by it. It's not admissible, is that your understanding?

1 JURY OUT

2 MR. MINOR: Absolutely, I know of no rule
3 whatsoever that says it is.

4 THE COURT: I think that it has too many
5 extraneous matters. That is only to frame the
6 issues, it's not to define the issues or say what
7 the issues are, and they can't be used in evidence.

8 MR. PEARSALL: I respectfully object and
9 except to the Court's ruling. I think it is con-
10 trary to the whole purpose of proof if you cannot
11 establish proof by an admission in an answer and
12 you have got to prove it despite the admission in
13 the answer. I don't know in what state the law
14 is, so I respectfully believe--

15 THE COURT: The only issue we have for
16 the jury is this one thing, and that has not been
17 admitted.

18 MR. PEARSALL: It has, Your Honor, and
19 that's what I am trying to invite the Court's
20 attention to.

21 THE COURT: All right.

22 MR. PEARSALL: Let me be precise in what
23 I am talking about so we won't be in the realm of
24 theory. The bill for accounting in paragraph 1
25 reads, "By agreement dated July 9th, 1970, and

1 JURY OUT

2 recorded July 13th, 1970 in book 5, pages 242 and
3 243, in the Clerk's Office of the Circuit Court
4 of Chesterfield County, Bulifant, Travis, and
5 Ludwig formed a general partnership, said agree-
6 ment being attached hereto as Exhibit A to be
7 read as a part hereof.

8 "Two, pursuant to said agreement of
9 partnership, B.L.T. Associates acquired property
10 and developed a shopping center at the intersection
11 of U.S. 360 and Chippenham Parkway in Chesterfield
12 County, known as Chippenham Mall."

13 The answer is, "The respondent admits
14 the allegations contained in paragraphs 1 and 2,"
15 which are the two that I have just read.

16 Now, if the defendant has admitted some-
17 thing, certainly I don't have to prove it. And,
18 if I don't have to prove it then how do I get to
19 the trier of fact the proof?

20 THE COURT: That's not the issue in this
21 case.

22 MR. PEARSALL: The issue, Your Honor, is
23 whether the shopping center was built pursuant to
24 the partnership agreement, or not, and it says here:
25 Pursuant to said partnership agreement it was built.

1 JURY OUT

2 THE COURT: Well, you are just playing
3 on words. Of course, it was built according to
4 the partnership agreement, but in addition to
5 that they contended that they changed the con-
6 tract and it's under a cost-plus basis, and that's
7 their sole defense.

8 MR. PEARSALL: I respectfully differ with
9 Your Honor on that.

10 THE COURT: I am not going to allow you
11 to introduce those pleadings.

12 MR. PEARSALL: But certainly the defen-
13 dant's answer to interrogatories under oath is
14 admissible.

15 MR. MINOR: Your Honor, that is objec-
16 tionable. First, we have got one issue here today,
17 and one issue only, and if the interrogatory and
18 the answer does not pertain to that issue, it's
19 not admissible. The second thing is, which is
20 more important, this party, Mr. Travis, cannot
21 raise himself above the position that he's got on
22 that stand right now, and that is that he's got a
23 statement in the record that the contract was
24 changed from a set figure to a cost-plus-5% profit,
25 and he's attempting to raise himself by his boot-

1 JURY OUT

2 straps, and he can't do that.

3 MR. PEARSALL: May it please the Court,
4 if the Court is impressed with any such argument
5 as that, then it certainly should not have allowed
6 this proceeding since we have the sworn statement
7 under oath by Mr. Bulifant that these writings
8 at the time of execution were intended to be pre-
9 tensive, and that that agreement that it would
10 be pretensive coincided with the signing of the
11 partnership agreement.

12 THE COURT: Go ahead and read it.

13 MR. PEARSALL: Whether it's germane or
14 not, the Court will determine that from this
15 language: "State whether B.L.T. Associates obtained
16 sealed bids from Kayhoe Construction Corporation
17 and Century Construction Corporation pursuant to
18 the following provision of the B.L.T. partnership
19 agreement: The parties agree that Bulifant or a
20 company of which he is a principal shall have the
21 right to construct the improvements on said lands
22 and at a contract price which is equal to the
23 lower of two bonded bids obtained from competitive
24 construction companies." The answer was, "Yes."

25 Now, certainly, Your Honor, that is

1 JURY OUT

2 germane to the issue we have here today, the
3 answer under oath that these sealed bids were
4 taken pursuant to this agreement.

5 THE COURT: I think that you can ask that
6 of Mr. Bulifant if he takes the stand when you
7 cross-examine him. I think that's the proper way
8 for that to go into evidence.

9 MR. PEARSALL: Well, may it please the
10 Court, the evidence, in order that my position be
11 on the record, without any disrespect to the Court,
12 it's my understanding of the rules that requests
13 for admission in interrogatories and other products
14 of discovery are not made a part of the trial unless
15 expressly so made, they are pretrial matters until
16 made a part of the trial.

17 THE COURT: Yes.

18 MR. PEARSALL: And the way you make them
19 a part of the trial is that you offer them, and
20 at the times you offer them you can do it in
21 multiple ways; You can either put a witness on
22 the stand and let him read the question or the
23 answer; or you can have any other two people play
24 the dummy roles. But, all in the world you have
25 to do is to offer into evidence the interrogatory

JURY OUT

and the answer, and that puts it in evidence.

THE COURT: What do you say about that, Mr. Minor? What do the rules say about the admissibility of interrogatories and admissions and other things into evidence?

MR. MINOR: If Your Honor please, rule 4:8 is headed "Interrogatories to Parties," and it says this, and under 4:8(b) "Scope, Use," "Interrogatories may relate to any matters which can be inquired into under rule 4:1(b), and the answers may be used to the extent permitted by the rules of evidence and for the purposes of rule 3:18."

Now, the first thing, of course, for the purpose of rule 3:18, that has to do with motions for summary judgment, so we certainly don't have that in here. But, Your Honor, I am saying to you that according to the rules of evidence they are not admissible in this case because the question and answers that he's reading are not relevant to the issue that we've got before us today. And, not only that, a party cannot raise himself up by his bootstraps, and he's got an admission in the record that this contract was changed, and now he's trying to extricate himself from that.

1 JURY OUT

2 MR. PEARSALL: May it please the Court,
3 it is certainly relevant as to how the shopping
4 center was built when it said that these bids were
5 taken pursuant to this contract agreement, and the
6 further testimony is that the contract was let
7 pursuant to that.

8 THE COURT: I will sustain the objection
9 and not permit it to be introduced. You note your
10 objection.

11 MR. MINOR: Your Honor, in order to be
12 fair about this matter, I would like to know
13 exactly what questions and answers Mr. Pearsall
14 is referring to, sir, so that I know that it's
15 not just a blanket request.

16 MR. PEARSALL: No, it is not a blanket
17 request, I read the interrogatory and I read the
18 answer.

19 MR. MINOR: May I look at it, please?

20 MR. PEARSALL: Yes.

21 THE COURT: I will permit you to do that
22 on cross-examination if Mr. Bulifant takes the
23 stand.

24 MR. MINOR: Your Honor, can I confer with
25 counsel for just a moment?

JURY OUT

THE COURT: Yes, sir.

MR. MINOR: If Your Honor please, I am going to withdraw my objection.

THE COURT: All right. Now you may introduce it. Now, is there anything else?

MR. MINOR: Your Honor, I would like a five-minute recess, if I can.

THE COURT: All right, we will take a five-minute recess.

NOTE: At this point a five-minute recess is taken; at the conclusion of which the case continues as follows:

MR. MINOR: If Your Honor please, I would like to state the position of the defendant with regard to the matter before us right now.

THE COURT: All right.

MR. MINOR: In trying to listen to counsel and the Court, and trying to read the interrogatory and the answer, I will confess that I was confused. The complainant, P. L. Travis, from the witness stand under oath stated that with regard to the partnership contract it was not complied with when

1 JURY OUT

2 the bids were received, and the record shows that
3 it wasn't because one of the bids states that it
4 was not under bond as the provision calls for.
5 So, to permit this pleading, this interrogatory
6 and this answer, to be filed by the complainant
7 would be to permit him to put into evidence
8 something that his client has already taken the
9 opposite position from on the witness stand. So,
10 therefore, I object to it.

11 THE COURT: Well, I sustain the objection.

12 MR. PEARSALL: I respectfully object and
13 except for the reason that what my witness said
14 on the stand is not inconsistent with this admis-
15 sion under oath, a statement under oath by Mr.
16 Bulifant. It was pursuant to the partnership
17 agreement that competitive bids were taken. The
18 contract was let by B.L.T. Associates to Central
19 Valley at the lower of the two other bids, and
20 that was pursuant to the contemplation of the
21 parties, and that was what was done, and this is
22 an admission under oath that that is what was done.

23 THE COURT: Are you referring to Massey
24 vs. Ferguson?

25 MR. MINOR: Yes, sir. Let me say one

JURY OUT

other thing. I beg to differ with Mr. Pearsall because that interrogatory and that section in that partnership agreement mentioned bonded, and the document is in the record saying it was not bonded, and the witness on the witness stand said that he couldn't recall whether they were bonded, or not, so therefore the evidence offered by the complainant in that regard is directly contrary to what he's trying to get in by this interrogatory.

MR. PEARSALL: Not directly contrary.

MR. MINOR: Excuse me. And, Your Honor, while I am on my feet, I would like to say that this is the same reason that I am objecting to the introduction of the pleadings.

MR. PEARSALL: May it please the Court, it is not directly contradictory, it's only slightly in variance and doesn't do essential harm to it, and I with all respect to the Court fail to understand how even the slightest inconsistency renders inadmissible evidence offered by my client, but yet the most flagrant inconsistency under oath is brushed to one side and all of this testimony that has been taken without waiver by me is deemed to be admissible.

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1 JURY OUT

2 THE COURT: I sustain his objection.

3 Now, do you have anything else?

4 MR. PEARSALL: Yes, Your Honor, I do have
5 other evidence.

6 THE COURT: All right, bring the jury
7 back in.

8 NOTE: At this point the jury returns to
9 the courtroom; whereupon the case continues as
10 follows:

11 JURY PRESENT

12 THE COURT: Call your next witness, Mr.
13 Pearsall.

14 MR. PEARSALL: Mr. George Riegel.

15 MR. MINOR: If Your Honor please, may
16 we approach the bench?

17 THE COURT: Yes.

18 NOTE: At this point a side-bar discus-
19 sion is had out of the hearing of the jury as
20 follows:

21 AT THE SIDE BAR

22 MR. MINOR: We filed an interrogatory
23 in this case calling for a list of witnesses, and
24 this man was not listed as a witness.

25 THE COURT: Well, I think in view of the

1 AT THE SIDE BAR

2 letter that has been introduced, it would be best
3 for him to come up and testify.

4 MR. PEARSALL: I didn't expect the letter
5 to come in.

6 THE COURT: I think his testifying would
7 be appropriate.

8 MR. MINOR: May it please the Court, we
9 did not know this, we are taken by surprise, and
10 we did not have the opportunity to depose him.
11 Further, Mr. Pearsall attempted to keep us from
12 getting the records by filing a motion to quash
13 the subpoena duces tecum issued in regard to his
14 records.

15 MR. PEARSALL: May it please the Court,
16 that is not true, all I asked to quash were the
17 personal returns of P. L. Travis.

18 THE COURT: I am going to permit him to
19 testify.

20 MR. MINOR: Note my objection. I also
21 want to inquire respectfully if Mr. Pearsall has
22 talked to this witness since the start of these
23 proceedings and since this document, that letter,
24 that paper was introduced in which Mr. Travis
25 signed saying that it had been changed from a set

1 AT THE SIDE BAR

2 figure to a cost-plus?

3 MR. PEARSALL: I called Mr. Riegel during
4 the luncheon adjournment and said: Mr. Riegel,
5 Judge Gates has let in a letter that I don't think
6 is admissible, but I am going to have to interro-
7 gate you about it, so come on down here.

8 MR. MINOR: Well, I object to that, he
9 shouldn't even have said that.

10 THE COURT: I am going to let him testify.

11 NOTE: At this point the side-bar discus-
12 sion is concluded; whereupon the case continues as
13 follows:

14 BEFORE THE JURY

15 NOTE: The witness is sworn.

16
17
18 GEORGE W. RIEGEL, a witness called by the
19 attorney for the plaintiffs, first being duly sworn, testi-
20 fies and states:

21
22 DIRECT EXAMINATION

23 BY MR. PEARSALL:

24 Q Mr. Riegel, do you have a copy of your
25 workpapers with you?

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1 A I have copies of some of them, yes, sir.

2 Q I place before you Defendant's Exhibit 2
3 and I ask you if you have ever seen that before?

4 A Yes, sir, I have.

5 Q Now, will you go to your workpapers and
6 derive for me the figure which you wrote down there as being
7 the-- I want to use the exact language, and I don't have a
8 copy of that. May I look over his shoulder?

9 A Yes.

10 Q You said the actual payments to Central
11 Valley Construction for the construction amounted to
12 \$2,578,506.78. Now, will you go to your papers and tell
13 me how you arrived at that figure, what you wrote down there
14 for Mr. Travis to sign.

15 A The payment to Central Valley Construc-
16 tion in the amount of \$2,566,708.15 plus \$27,166.62, and
17 there was a balance due on the statement of \$11,798.63.

18 Q Are you reading from a statement?

19 = A I am combining two statements, sir, these
20 two.

21 Q May I see what you are reading from?

22 MR. MINOR: Your Honor, may I see also
23 what they are referring to?

24 THE COURT: Yes.

25 Q Does the figure \$2,578,506.78 appear on

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1 this sheet of paper?

2 A It is on this sheet of paper, yes, sir.

3 Q Where did you get that sheet of paper from?

4 A I got that from Central Valley Construc-
5 tion.

6 Q And what does it purport to do?

7 A It purports to tell the total cost of the
8 contract.

9 Q Will you read to the jury what it does
10 say.

11 A It's addressed to B.L.T. Associates regard-
12 ing Chippenham Mall Shopping Center.

13 Q Did you get it from B.L.T. Associates, or
14 did you get it from Central Valley Construction?

15 A Central Valley Construction.

16 Q You went to Central Valley, or they sent
17 it to you?

18 A They sent it to me.

19 Q I believe it has "Send to Riegel" at the
20 top?

21 A Yes.

22 Q So, they sent it to you?

23 A Yes.

24 Q Now, if you will proceed to read what is
25 there.

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1 A Total cost to date, \$2,575,872.28.

2 Q Now, would you have any way of knowing
3 where that figure came from?

4 A There was a typed statement, it was a
5 typed invoice totaling \$2,575,872.28.

6 Q Do you have that?

7 A Yes, sir.

8 Q Now, is this the same?

9 A That is the same, yes, sir.

10 Q And this is from Central Valley?

11 A Yes, sir. Now, this was in the files of
12 B.L.T. Associates, I believe.

13 Q You don't know whether it was or not?

14 A I am not positive, I really am not.

15 MR. MINOR: Your Honor, this is his wit-
16 ness, and he said he believed that it was in that
17 file, and I am going to object to him leading the
18 witness.

19 THE COURT: Go ahead.

20 Q Does this figure of \$2,575,872.28 cor-
21 respond exactly with the beginning figure on the other
22 sheet you were reading?

23 A Yes.

24 Q And this purports to be a statement by
25 Central Valley--

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1 MR. MINOR: If Your Honor please, I object.
2 He has not said anything like that, he said that
3 statement came out of the file of B.L.T. Associates,
4 that's what he said.

5 Q Without my saying anything to you, you
6 tell me what you know about that sheet of paper.

7 A This is an invoice for the cost of Chip-
8 penham Mall Shopping Center as of June the 14th, '73.

9 Q Now, why do you say it is an invoice?

10 A Well, it has the total project cost on it.

11 Q Would you tell me whether all of those
12 costs on there are actual costs?

13 A They have an item on here; "Estimated cost
14 to complete the work in the vacant stores," and that totals
15 \$44,000.

16 Q So, it's an estimate in part, is it not?

17 A Yes, sir.

18 Q And it's not an invoice of expenditures
19 already made?

20 A No, sir.

21 Q And it's dated June 14th, 1973?

22 A Yes, sir.

23 Q And does it have work not billed and such
24 as that on there?

25 A It has work not billed by the subs, which

G. W. Riegel - Direct

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1 would be as far as Central Valley is concerned, and would be
2 work done that they had not been billed for, yes, sir.

3 Q So, it contains items taken from their
4 ledger of what they had actually spent, and then it adds
5 amounts that were in progress for which they hadn't been
6 billed?

7 A Yes.

8 Q Then it adds estimates to complete?

9 A Right, sir.

10 Q And he comes up with a final figure?

11 A Yes, sir.

12 Q Two-odd million dollars?

13 A Yes.

14 Q And that's the beginning figure on the
15 other?

16 A Yes, sir.

17 Q Did you take the trouble to verify whether
18 or not this \$2,575,872.28 had in fact been expended as of
19 June 14th, 1973?

20 A I went to Central Valley Construction's
21 records and got a total cost that they had on their sheets
22 as of some time. Well, March the 12th is the last date.

23 Q Of '74?

24 A Yes, sir.

25 Q After this June 14th of '73?

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155.

1 A Yes, sir.

2 Q Now, was the cost of what they had
3 expended equal to \$2,575,000?

4 A I am sorry, this cost includes a markup
5 of 5 percent.

6 Q Well, including the markup of 5 percent,
7 would it equal that?

8 A No, we have \$2,610,249.37.

9 Q So, the actual books of Central Valley
10 did not accord with this statement?

11 A They were more, yes, sir.

12 Q Now, would you continue from that begin-
13 ning figure which was not in accord with their books and
14 tell me what else was on the sheet by which you arrived at
15 \$2,578,506.78?

16 A The list says less 1 percent credit.

17 Q What does 1 percent credit mean? What did
18 it mean to you?

19 A I do not recall now. I have gone over
20 it since.

21 Q What does it mean?

22 A It means 1 percent of the cost figure
23 shown on this statement of June 14th, 1973.

24 Q Which was in part an estimate?

25 A Yes, sir.

G. W. Riegel - Direct

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1 Q So, it wasn't 5 percent, it was 4 percent?

2 A That's what it came to, yes, sir.

3 Q In other words, this statement that you
4 got from Central Valley in March of 1974 said that it was
5 less 1 percent credit?

6 A Yes, sir.

7 MR. MINOR: Objection, Your Honor, leading
8 question.

9 THE COURT: He's already answered it, so
10 whatever harm has been done, has been done. I
11 overrule your objection.

12 Q Now, when you wrote down the figure for
13 Mr. Travis to adopt--

14 MR. MINOR: If Your Honor please, there
15 has been no evidence in here to that effect.

16 Q Let's go back and lay the groundwork.
17 Mr. Riegel, did you review with Mr. Travis how you got the
18 \$2,578,000 figure? Did you take him through the exercise
19 of showing him the books and where you got your information
20 from?

21 A No, sir.

22 Q You did not?

23 A No, sir.

24 Q So, if that figure appeared on that state-
25 ment in your handwriting, you put it there, didn't you?

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1 A Yes, sir.

2 Q And Mr. Travis had no input into it what-
3 soever?

4 MR. MINOR: Your Honor, he's leading the
5 witness.

6 THE COURT: He is.

7 Q Now, when you wrote two million five hun-
8 dred seventy-eight odd thousand dollars as the amount that
9 had been spent, it didn't jibe with the books exactly, did
10 it?

11 MR. MINOR: Objection, leading question.

12 THE COURT: Sustained.

13 Q At the time that you wrote it down there,
14 did you tell Mr. Travis that there was involved in the
15 computation of that figure a 4 percent rather than a 5 per-
16 cent interest?

17 MR. MINOR: Objection, same grounds,
18 leading.

19 THE COURT: Sustained.

20 Q Did you show to Mr. Travis this sheet of
21 paper that showed a reduction of 1 percent?

22 MR. MINOR: Objection, leading question.

23 THE COURT: Sustained.

24 Q What did you show to Mr. Travis as the
25 basis for the \$2,573,000 figure?

C. W. Riegel - Direct

158.

1 MR. MINOR: Objection, presupposes that
2 he showed him anything, and he hasn't said that he
3 has.

4 Did you show him anything?

5 MR. MINOR: Objection, leading question.

6 THE COURT: Sustained.

7 Was the statement that you wrote down,
8 that the contract was changed from a set figure to a cost-
9 plus-5%-profit, consistent with the \$2,578,000 figure?

10 MR. MINOR: If Your Honor please, I object,
11 that's a leading question.

12 THE COURT: It is leading, Mr. Pearsall,
13 and I sustain the objection.

14 MR. PEARSALL: May it please the Court,
15 there is no such thing as a question that doesn't
16 suggest an answer of some type.

17 THE COURT: I disagree with you there.

18 In your comparison of the \$2,578,000
19 figure, which you wrote down, with the books, how much did
20 you find it off from the books?

21 MR. MINOR: Objection, Your Honor, what
22 books?

23 MR. PEARSALL: I think he stated that he
24 went to Central Valley's books and compared it
25 with their actual entries on the books.

G. W. Riegel - Direct

159.

1 THE COURT: With that explanation I think
2 the question is proper.

3 MR. MINOR: If Your Honor please, that is
4 a leading question also.

5 THE COURT: I am going to let him answer
6 that one.

7 A. \$7,210.37.

8 Q And that was after you had added back
9 \$27,000, was it not?

10 MR. MINOR: Your Honor, that's a leading
11 question.

12 THE COURT: It is a leading question. I
13 sustain the objection.

14 Q So that I don't lead you, Mr. Riegel,
15 suppose you make your statements complete enough, and when
16 I ask you what the figure was you give me the whole partic-
17 ulars because if I ask you anything that is within my knowl-
18 edge it's leading.

19 MR. MINOR: If Your Honor please, I object
20 to those remarks from counsel, they are uncalled for,
21 they cast reflections on the Court's ruling.

22 MR. PEARSALL: And I am respectfully object-
23 ing to the Court's ruling.

24 THE COURT: It casts a reflection on his
25 witness, that he's not happy with what he is saying.

G. W. Riegel - Direct

160.

1 Q I am asking you, Mr. Riegel, to tell me
2 what was the comparison that you made in full detail of the
3 \$2,578,000 figure, which you wrote down for Mr. Travis to
4 accept, and what was shown on the books.

5 MR. MINOR: Your Honor, I object.

6 THE COURT: I overrule your objection.

7 Q Did you understand the question?

8 A Yes, sir. The total difference was
9 \$34,377.09.

10 Q I want you to be more specific, Mr.
11 Riegel. I want you to tell me what you found on the books,
12 and how you came to a conclusion that there was or was not
13 a difference.

14 A All right, sir. I went to Central Valley
15 Construction's office to check their books. I followed
16 through on contract No. R-106, or job No. R-106, which
17 totaled \$1,161,247.28. Job No. R-106-A, and that was for
18 site work, totaled \$337,628.49. Job No. R-107, A&P and
19 leased space, and that was through March the 12th, 1974
20 was the last entry, totaled \$987,076.01. The total, per
21 Central Valley's books, was \$2,485,951.78. To that I added
22 5 percent, which is \$124,297.59.

23 Q May I interrupt you at that point. Why
24 would you add 5 percent if you were dealing with 4 percent?

25 A It was my understanding that it was 5 per-

G. W. Riegel - Direct

161.

1 cent add-on.

2 Q Did you still have that understanding after
3 you saw the invoice saying the discount of 1 percent?

4 MR. MINOR: If Your Honor please, I object
5 to it, it's a leading question.

6 THE COURT: I overrule your objection.

7 MR. MINOR: Further, Your Honor, it's
8 after that statement made by Mr. Travis.

9 THE COURT: I still overrule it.

10 A At this point I thought it was 5 percent,
11 and I did not take into consideration the 1 percent.

12 Q So, when you didn't take it into considera-
13 tion at this point, when you used that figure so derived in
14 the statement you wrote for Mr. Travis, you didn't take it
15 into consideration there then, did you?

16 A It was taken into consideration in the
17 statement for Mr. Travis, yes, sir, that's after deducting
18 the 1 percent. Well, I am sorry, the statement says 5 per-
19 cent, but the total amount takes into consideration the
20 1 percent.

21 Q But the figure you had him adopt was after--

22 MR. MINOR: If Your Honor please, I object,
23 he hasn't had Mr. Travis to adopt a thing, and Mr.
24 Riegel has not said it. Mr. Travis signed the thing
25 himself.

G. W. Riegel - Direct

162.

1 MR. PEARSALL: May it please the Court,
2 I took him back through that, he said that he
3 showed nothing to Mr. Travis, that he put this
4 figure down, he did it in his own handwriting, and
5 he had Mr. Travis sign it.

6 MR. MINOR: He didn't say he had Mr.
7 Travis to adopt a thing, and I object to that.

8 MR. PEARSALL: Well, you give me a better
9 word and I will use it.

10 MR. MINOR: The statement that the witness
11 made is the better word, it always is the better
12 word.

13 Q The figure that you wrote on the paper
14 that he signed was using 4 percent?

15 A Yes, sir.

16 Q And in this same paper you wrote 5 percent,
17 did you not?

18 A Yes, sir.

19 Q Now, would you explain to the jury why, if
20 you were writing it and presenting it to Mr. Travis to sign,
21 why you put in there that he signed for a figure that was
22 calculated as 4 percent and the explanation you gave was
23 5 percent?

24 A I overlooked the 1 percent discount or the
25 1 percent credit.

G. W. Riegel - Direct

163.

1 Q The correct way of doing it would have been
2 to have said that it was cost plus 4 percent, would it not?

3 A Yes, sir.

4 Q Now, you had gotten to the figure of
5 \$2,485,000 when I stopped you. Now, compute 4 percent and
6 add that to the \$2,485,00 figure shown by the books.

7 A I don't have the computation made, sir.

8 Q Could you take time enough to do it?
9 I will give you a piece of paper.

10 A Four percent of the \$2,485,951.78 figure
11 totals \$99,438.

12 Q Now, will you add that to the \$2,485,000
13 figure.

14 A It's \$2,585,389.

15 Q Which would be, under the theory of their
16 statement, all they would be entitled to, wouldn't it?

17 MR. MINOR: If Your Honor please, I object,
18 that's a leading question, I don't know what theory
19 he's talking about.

20 Q Well, did they submit to you a statement
21 in which they credited the account with 1 percent?

22 A Mr. Pearsall, that's taken off later.

23 Q Did they submit to you a statement credit-
24 ing the account with 1 percent?

25 MR. MINOR: Your Honor, I object. Let

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1 the witness answer the question before he goes to
2 the next question.

3 MR. PEARSALL: That's the same question,
4 Your Honor.

5 THE COURT: I overrule your objection.

6 A They gave me a statement giving a 1 percent
7 credit, yes, sir.

8 Q And that's where you got the \$2,578,000?

9 A Yes, sir.

10 Q And \$2,578,000 is more than they are
11 entitled to at 1 percent, isn't it?

12 MR. MINOR: If Your Honor please, I object.

13 THE COURT: I overrule your objection.

14 A Mr. Pearsall, the 1 percent is taken off
15 of the \$2,575,000 figure, so the 1 percent would be taken
16 off of this figure that I have here also.

17 Q Mr. Riegel, I am trying to find out from
18 you what you as a result of information you took from their
19 books and using their statement that they are crediting
20 with 1 percent, what you figured would be the amount of
21 money that they would be entitled to, and wasn't it
22 \$2,575,000?

23 A At 4 percent it would be \$2,585,389
24 figuring 4 percent.

25 Q And what figure did you have Mr. Travis

G. W. Riegel - Direct

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1 sign?

2 A \$2,573,506.78.

3 Q So, you had him sign for a different
4 figure from what the books showed?

5 A Yes, sir.

6 Q Now, why would you as an accountant have
7 Mr. Travis sign a paper that contains the inconsistency of
8 being calculated at 4 percent and being recited at 5 percent
9 and having a figure that didn't accord with the books that
10 the person who was asking for the money had, why would you
11 have Mr. Travis sign a paper that had those errors in it?

12 A The statement that I had Mr. Travis sign
13 was the total amount of the cost as submitted through a
14 statement to me from Central Valley Construction.

15 Q But when you went to compare that with
16 the books you found that their books didn't support it,
17 didn't you?

18 A I felt that it was verified close enough
19 at the time to support the bill. There were some variances,
20 yes.

21 Q Is there any difference between 4 percent
22 of a two-and-a-half-million-dollar arrangement and 5 percent
23 of a two-and-a-half-million-dollar arrangement?

24 A Yes, sir, 1 percent.

25 Q And that's a fairly substantial amount of

G. W. Riegel - Direct

166.

1 money, isn't it?

2 A Yes, sir, \$24,000.

3 Q Well, as a result of this exercise, Mr.
4 Riegel, what did you think the contract was, cost plus
5 5 percent or cost plus 4 percent?

6 MR. MINOR: Your Honor, I object, it's
7 not what he thinks.

8 THE COURT: I sustain the objection.

9 Q Did you write down that it was cost plus
10 5 percent?

11 A Yes, sir.

12 Q Did you ask Mr. Travis to sign that?

13 A Yes, sir.

14 Q And which did you think it was, cost plus
15 5 percent or cost plus 4 percent?

16 MR. MINOR: Your Honor please, I object.
17 What he thinks is not the point in this case.

18 THE COURT: I sustain the objection.

19 That's for the jury to resolve, that's the question
20 that is before the jury. I would be usurping the
21 function of the jury if I let him have that function.

22 Q But the thing you had Mr. Travis sign was
23 based upon a computation by B.L.T. Associates at 4 percent?

24 A Yes, sir.

25 Q And that was 4 percent on a figure which

G. W. Riegel - Direct

167.

1 did not accord with the books and which had some bills not
2 coming in and which had estimates?

3 MR. MINOR: Objection on two grounds,
4 repetitive, and perfectly leading.

5 THE COURT: Sustained.

6 Q Were you aware at the time that you wrote
7 this statement for Mr. Travis' signature that the lump-sum
8 contracts did not cover the entire project?

9 MR. MINOR: Your Honor please, objection,
10 leading, perfectly leading.

11 THE COURT: It is leading, Mr. Pearsall.

12 Q Did you know what the lump sum contracts
13 which you totaled at \$1,904,000 covered?

14 MR. MINOR: Objection, Your Honor, Mr.
15 Travis signed that statement, not Mr. Riegel.

16 MR. PEARSALL: May it please the Court,
17 I have the man who prepared the statement here and
18 I am trying to find out what was behind the state-
19 ment.

20 THE COURT: I overrule the objection.

21 A Yes, sir, I knew what the \$1,904,000 con-
22 sisted of.

23 Q Did you know whether there was included
24 in there any extras allowed by an architect?

25 A No, sir, they were the original contracts.

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G. W. Riegel - Direct

168.

1 Q So, that was exclusive of extras by the
2 architect?

3 A Yes.

4 Q Did that include the finishing of the
5 strip stores?

6 A No, sir.

7 Q Did that include the overtime request of
8 \$27,000?

9 A No, sir.

10 Q Were you aware of that?

11 A Yes.

12 Q So, in addressing the contract between the
13 original contracts and the \$2,578,000 figure which you wrote
14 down for him, you were not addressing other explanations of
15 the difference, were you?

16 A No, sir.

17 Q Did you write this down for his signature
18 the very day that you talked to him?

19 A If I didn't, it was a day before, Mr.
20 Pearsall.

21 Q You didn't talk to him earlier in your
22 audit and then come back at the conclusion of your audit?

23 A Yes, sir, I did.

24 Q I'm not sure what your answer is.

25 A You asked me if I wrote it down the date

G. W. Riegel - Direct

169.

1 that I signed it, and I said that if I didn't, it was a
2 couple days earlier.

3 Q I am talking about did you prepare it for
4 his signature at the time that you originally talked to
5 him?

6 A Not at the time that I originally talked
7 to him, no, sir.

8 Q So, you talked to him early in the audit?

9 A Yes.

10 Q And March 25th was late in the audit?

11 A Yes, sir.

12 Q So, late in the audit you wrote this
13 statement up and you handed it to him and he signed it?

14 A I went over it with him, sir.

15 Q Now, in going over it with him did you
16 derive the \$2,578,000 figure for him?

17 MR. MINOR: If Your Honor please, that's
18 already been answered.

19 MR. PEARSALL: I think it's been answered
20 also, Your Honor, but he was the one who said he
21 went over it, and I have got to find out what he
22 went over with him.

23 THE COURT: I overrule the objection.

24 Q How much did you go over it with him?

25 A Just the letter itself.

G. W. Riegel - Direct

170.

1 Q Did you tell him how you got the \$2,578,000
2 figure?

3 A No, sir.

4 Q Did you tell him about the 4 percent?

5 A No, sir.

6 Q Well, what you mean by going over it with
7 him is that you showed it to him and asked him to sign it?

8 A I reviewed it with him, sir.

9 Q What did you review with him?

10 MR. MINOR: If Your Honor please, I object,
11 he's impeaching his own witness now.

12 MR. PEARSALL: I am trying to find out
13 what the witness is saying by saying he reviewed it.

14 A All I will say is my writing is bad and
15 I went over it with him.

16 Q You interpreted your writing to him?

17 A Yes, sir.

18 Q I just didn't understand what you were
19 saying, Mr. Riegel. Are these the papers about which you
20 have been testifying?

21 A Yes, sir.

22 MR. PEARSALL: I ask that they be marked.

23 THE COURT: All right, sir, that will be
24 Plaintiffs' Exhibit No. 29.

25 MR. PEARSALL: Witness with you.

G. W. Riegel - Cross

171.

CROSS-EXAMINATION

BY MR. MINOR:

Q Mr. Riegel, are you a certified public accountant?

A Yes, sir.

Q And licensed by the Commonwealth of Virginia as a certified public accountant since what year, sir?

A Since 1952.

Q You have been a certified public accountant licensed in the state for the past twenty-seven years, haven't you, sir?

A Yes, sir.

Q And you have been actively engaged as a certified public accountant in the state for the past twenty-seven years, haven't you, sir?

A Yes, sir.

Q Mr. Riegel, how many years have you done accounting work for Mr. Travis himself and his wife?

A Fifteen years, sir.

Q Fifteen years you have been his certified public accountant?

A Yes, sir.

Q And there came a time that B.L.T. Associates, a partnership, asked you to examine the books and records of that company and prepare an audit?

G. W. Riegel - Cross

172.

1 A Yes, sir.

2 Q And you prepared an audit for the year
3 1973, didn't you, sir?

4 A Yes, sir.

5 Q And you prepared an unqualified certified
6 public accountant's audit for that year, didn't you?

7 A Yes, sir.

8 Q And you submitted a copy of that unquali-
9 fied certified public accountant's audit to every one of the
10 partners, didn't you?

11 A Yes, sir.

12 Q Now, Mr. Riegel, I am talking about
13 Defendant's Exhibit No. 2 now, and this is a copy which came
14 from your records which you kept for B.L.T. Associates,
15 didn't it?

16 A Yes, sir.

17 Q And this copy is in your handwriting,
18 isn't it, sir?

19 A Yes, sir.

20 Q And it's got at the top: Riegel, Fulton
21 & Lewis, and the address of your company below it, doesn't
22 it?

23 A Yes, sir.

24 Q And it's addressed to your company, and
25 there was a space made for Mr. Travis to sign it, right?

G. W. Riegel - Cross

173.

1 A Yes, sir.

2 Q And Mr. Travis signed this thing himself
3 and dated it himself, didn't he?

4 A Yes, sir.

5 Q And it says in there that the contract
6 was changed from a set figure to a cost-plus-5%-profit,
7 doesn't it?

8 A Yes, sir.

9 Q Did you see Mr. Travis sign this?

10 A Yes, sir.

11 Q And you went over it with him before he
12 signed it because your writing was so bad and you were
13 afraid he couldn't read it?

14 A Yes, sir.

15 Q So, you were satisfied by the time you
16 went over it with him that he could read it and he could
17 understand it, and you saw him sign it?

18 A Yes, sir.

19 Q Now, Mr. Riegel, I am looking at a state-
20 ment dated March 6th, 1974 to B.L.T. Associates. Did I
21 understand you to say that this came out of B.L.T.'s files,
22 or out of Central Valley's files?

23 A It came from Central Valley.

24 Q But the statement showing all of the
25 figures on it, a minute ago I was referring to a statement

G. W. Riegel - Cross

174.

1 dated March 6th, 1974, and for the record it's Plaintiffs'
2 Exhibit No. 29, that shows a 1 percent credit, doesn't it?

3 A Yes, sir.

4 Q Now, Mr. Riegel, that is a credit back,
5 isn't it?

6 A Yes, sir.

7 Q But in arriving at the total cost to date
8 of \$2,575,872.28, the 5 percent had been figured in that
9 first, hadn't it?

10 A Yes, sir.

11 Q So, that was the reason that you put in
12 there that the contract had been changed from a lump-sum to
13 a cost-plus-5%, right?

14 A It was my understanding that it was a
15 cost-plus-5% contract.

16 Q And you got that from Mr. Travis, didn't
17 you?

18 A Yes, sir, plus other ways. Now, I had
19 the 5 percent on this statement here, which was another way
20 of saying, okay, it was cost-plus-5%. I verified it with
21 Mr. Travis, yes, sir.

22 Q And Mr. Travis verified to you that the
23 contract had been changed from a lump-sum to a cost-plus-5%
24 contract?

25 A Yes, sir.

G. W. Riegel - Cross/Redirect

175.

1 Q And that was the reason you put that in
2 that statement and had him sign it?

3 A Yes, sir.

4 Q So that it would support your position
5 in preparing this unqualified audit?

6 A Yes, sir.

7 Q And that is standard accounting procedure
8 to do that, to support your figures, isn't it?

9 A Yes, sir.

10 MR. MINOR: Thank you. I have no further
11 questions, Your Honor.

12
13 REDIRECT EXAMINATION

14 BY MR. PEARSALL:

15 Q Mr. Riegel, is it standard accounting
16 procedure to have your client sign a statement for your
17 protection that contains errors in it that are contrary to
18 the client's interests.

19 MR. MINOR: Objection, Your Honor.

20 MR. PEARSALL: He asked the question.

21 MR. MINOR: Your Honor, this is his wit-
22 ness and that's a leading question, and he's
23 attempting to impeach his own witness.

24 THE COURT: Objection sustained.

25 MR. PEARSALL: No further questions.

1 JURY OUT

2 your client's position on that is.

3 MR. PEARSALL: I have got a right to advise
4 my client not to waive the privilege.

5 THE COURT: I understand.

6 MR. MINOR: I am talking about any attorney,
7 I am not just talking about Mr. Pearsall. I want to
8 be sure that we understand that, Your Honor.

9 THE COURT: Is the privilege still claimed?

10 MR. PEARSALL: The privilege is still
11 claimed.

12 THE COURT: All right, then it is not
13 necessary to call him.

14 MR. MINOR: And the defendant rests.

15 THE COURT: All right, sir. Now, do you
16 have any instructions?

17 MR. MINOR: Well, Your Honor, we want to
18 make a motion.

19 THE COURT: All right, make your motion.

20 MR. MINOR: We move to strike the com-
21 plainants' evidence. There is no way that reason-
22 able men could differ in this case. There is an
23 admission in the record by Mr. Travis which is
24 flat-out contradictory of his position in this case.
25 He has made a statement, signed and dated, that the

1 JURY OUT

2 contract was changed from a set figure to a cost-
3 plus-5%-profit, and he can't rise any higher than
4 that, and he is hung with that statement.

5 That is the position taken by us, and
6 his position is directly contrary to a statement
7 that he admits that he signed and is in the record,
8 and reasonable men could never differ as to what
9 the contract was in this case in view of the very
10 person alleging that it's a lump-sum contract has
11 a statement in the record that it was a cost-plus
12 contract.

13 So, Your Honor, I move to strike the
14 complainants' evidence and enter judgment in favor
15 of the defendant against both clients because Mr.
16 Ludwig is bound, totally and irrevocably, by the
17 evidence in this case as to the conduct of Mr.
18 Travis in his behalf.

19 MR. PEARSALL: May it please the Court--

20 THE COURT: Well, I will save you some
21 time. I am going to take the motion under advise-
22 ment and I will wait for the verdict of the jury
23 to be returned, and then I will reconsider it at
24 that time.

25 Now, do you have your instructions?

1 JURY OUT

2 Maybe we can dispose of them because it doesn't
3 look like to me that there is a whole lot we need
4 to instruct them on. Do you have all of yours,
5 Mr. Pearsall?

6 MR. PEARSALL: No, I didn't think we were
7 going to get that far.

8 MR. MINOR: If Your Honor please, we are
9 ready to go forward.

10 THE COURT: The only thing we need is
11 burden of proof?

12 MR. PEARSALL: We need a little bit more,
13 but let's see what he has done by the way of draft-
14 ing.

15 THE COURT: All right. Why don't we go
16 in my office and do this because it's cooler in
17 there.

18 NOTE: At this point the Court and counsel
19 meet in the Judge's chambers out of the presence
20 of the jury as follows:

21 IN CHAMBERS

22 THE COURT: Number one, Mr. Pearsall, do
23 you have any objection to that one?

24 MR. PEARSALL: May it please the Court,
25 part of our problem here is that we still have in

IN CHAMBERS

a state of limbo a principle that has a great deal of bearing on this case and which the Court I think has actually pushed to one side, and I don't think it can be and this instruction actually given, and that is that the defendant has taken a position of record under oath that these contracts were cost-plus by virtue of an oral agreement entered into at the time the partnership agreement was signed calling for a lump sum.

Now, in that context the defendant is trying to rise above his own sworn statement, and the Court has been repeatedly ruling that you can't rise above your own sworn statement, and he's made this sworn statement and it was the way we came into this litigation, and therefore the evidence of this statement on which they are trying to rely of Travis' is to apply to the goose a different sauce than you apply to the gander.

We have here, as to this issue out of chancery, not a burden on Travis and Ludwig, but a burden on the defendant to establish these writings, which have been abundantly proved, were in fact pretensive writings, and I don't mean that we haven't got the burden of proof in the overall

IN CHAMBERS

litigation, but this issue out of chancery arose out of the fact that you have these documents which are actually established as signed documents which were in full accord with a signed document which has been admitted to be a viable document.

THE COURT: But you have to prove every phase of your case by the preponderance of the evidence. I overrule your objection and I note your exception. Do you have any other objection? I understand your objection on that theory of the case, and you and I disagree on that, but I think this instruction properly sets forth the rule regarding the burden of proof.

MR. PEARSALL: Before you do that, Judge, let me address--

THE COURT: We will be here all night. You have expressed yourself, I know what your objection is, and I fully understand your objection.

MR. PEARSALL: Let me voice one other objection to you which will cause you to focus on something differently, and I won't then harangue you any further.

Judge, what this contract was, and you remember at the preamble, remember before we got

IN CHAMBERS

1
2 in the courtroom, when we were in here I objected
3 to the way it was phrased.

4 Now, the contract to be cost-plus has got
5 to be just as definite and precise and have an
6 occasion and have parties to make the agreement
7 as for anything else. This instruction doesn't
8 call for that. The cost-plus nature has got to
9 be proved just as definitely as the lump-sum, I
10 think.

11 THE COURT: I don't agree with that. I
12 think the burden of proof is to prove that there
13 is a contract.

14 MR. PEARSALL: But, Judge, there has got
15 to be some evidence of a change in the contract.

16 THE COURT: That is for them to discern.

17 MR. PEARSALL: But an instruction is not
18 given in the absence of evidence. Now, bear in
19 mind as to the only evidence that we have got that
20 it was cost-plus, the only evidence we have got
21 that it's cost-plus is the interrogatory response
22 which the Court won't allow me to read to the jury,
23 and this thing that Riegel had him sign.

24 Now, the cost-plus would have to bind the
25 entire partnership. 217 There is not the slightest

1 IN CHAMBERS

2 evidence in the world that Ludwig was in any way
3 privy--

4 THE COURT: That goes into this further
5 on. There is another instruction on that that
6 takes care of that. I am going to grant this
7 instruction. You can note your exception.

8 MR. PEARSALL: Don't you think, Judge,
9 that it ought to be in there that the cost-plus
10 should be as certain?

11 THE COURT: No. When you bring a suit
12 the plaintiff has to bear the burden of proof,
13 and one of the burdens of proof is that you had
14 a contract in writing for a fixed sum, and you have
15 got to prove it to their satisfaction.

16 Now, the next one about receiving all
17 the evidence is granted.

18 The next one, you don't need one about
19 communications between an attorney and his client,
20 none of those privileges have been brought out
21 before the jury.

22 MR. MINOR: Yes, Your Honor, they have.

23 THE COURT: Noway do they know that any-
24 thing like that has come up. I will refuse it if
25 you don't want to withdraw it.

IN CHAMBERS

MR. MINOR: You are the boss, as always.

THE COURT: Well, nothing about attorney-client communications has ever been brought up in this case before this jury.

MR. FORB: At one point, Your Honor, Mr. Pearsall earlier in the case, when either Mr. Jennings or Mr. Farley was on the stand, said in this case he wasn't going to let them testify and claimed the attorney-client privilege.

THE COURT: I think it would be misleading to the jury. I am going to overrule any objection.

MR. MINOR: Judge, I know you are tired, and I am too, but--

THE COURT: I'm trying to get through this, otherwise I will be glad to let the jury go. You can state your objection.

MR. MINOR: I just wanted to state my objection. Judge, the reason I have got that instruction there is that he claimed a privilege, Mr. Pearsall did, when Mr. Farley and Mr. Jennings were on the stand. Now, if he claims the privilege, then that instruction is perfectly sound and the jury has got a right to infer that.

THE COURT: I don't remember him claiming

IN CHAMBERS

any privilege.

MR. MINOR: Judge, you remember when he was looking through the papers that Mr. Farley had in his lap and he said: I am not going to let you look at these. He most certainly did claim the privilege there.

MR. PEARSALL: Judge, that would be too broad all the way around. In other words, there hasn't been any claiming of privilege before the jury as to anything except what was in the drafting files, and I didn't bring that out.

THE COURT: I think it would be misleading, and I will refuse that instruction.

Now, material evidence being proved by direct evidence, any objections to that one? That is granted.

Now, the next one, form of the verdict, you have got two forms, haven't you?

MR. MINOR: Yes, sir. They are in there in two different places.

THE COURT: All right, we will put them both together.

MR. PEARSALL: Well, it wasn't a lump-sum contract, but it was three lump-sum contracts.

IN CHAMBERS

THE COURT: Okay. Was three lump-sum contracts--

MR. PEARSALL: Was three lump-sum contracts, plus architect-approved additions.

MR. MINOR: Judge, that's what we had in the evidence, and if this is a finding verdict--

THE COURT: Some of them were cost-plus.

MR. MINOR: That's right.

THE COURT: There's no disagreement as to that. Three lump-sum contracts, and what else have you got?

MR. PEARSALL: Plus architectural allowances of extras because these things that are introduced in evidence show that there were architectural allowances of extras.

THE COURT: Lump-sum contracts which provided for extras?

MR. PEARSALL: Three lump-sum contracts plus architectural allowances of extras.

THE COURT: Okay, let's write that in.

MR. PEARSALL: Plus overtime allowances by B.L.T.

THE COURT: What else?

MR. PEARSALL: Plus completion of the

IN CHAMBERS

strip stores under architectural supervision.

MR. MINOR: Your Honor, how about Mr. Pearsall's 4 percent deal, the cost-plus-4%?

THE COURT: What's the last of that?

MR. PEARSALL: Plus completion of the strip stores under architectural supervision.

THE COURT: Is that all you want?

MR. PEARSALL: Yes.

THE COURT: Okay, I will grant those two. Then I will grant the one that I advised the jury about before the trial started.

MR. PEARSALL: This agency one you are not granting?

THE COURT: I might, I don't know.

MR. MINOR: We have got to get to that, that's the next one.

MR. PEARSALL: There is absolutely nothing in the evidence to indicate that Ludwig in any way ratified or confirmed this statement that Travis signed at the request of George Riegel, and there's absolutely nothing to indicate that there was any knowledge, approval, authority, or anything else from Ludwig for the construction contract to be modified, that Travis was handling the leasing, and

1 IN CHAMBERS

2 that Bulifant was handling the construction.

3 THE COURT: But this is not a suit by
4 the partnership against Central Valley, it's a
5 suit for accounting between partners.

6 MR. PEARSALL: But the issue is what was
7 the agreement. There is no indication whatsoever--

8 THE COURT: I am just saying this instruc-
9 tion is written as if it was a suit by the partner-
10 ship against Central Valley, and it says that a
11 partner is an agent of the partnership and the
12 acts and declarations of each member of the
13 partnership, et cetera, which refers to the common
14 partnership, but would that be binding on the
15 individual partners in an accounting between them-
16 selves?

17 MR. PEARSALL: What we are not doing,
18 Judge, is we are not having any contract evidenced
19 by the participants to the contract. You have got
20 the participants to the contract in the lump-sum
21 and for these other things, you have got that, but
22 you have got no participation whatsoever by Ludwig
23 in this thing that Travis signed at Riegel's
24 request, and no authority given.

25 THE COURT: Well, that's a thing for me

1 IN CHAMBERS

2 to determine later on.

3 MR. MINOR: That's right, that's the
4 point.

5 THE COURT: Whether or not there's a
6 liability for both unto Ludwig, and the question
7 is whether or not under the circumstances the
8 partnership is liable for a cost-plus contract.

9 MR. PEARSALL: But, the partnership
10 wasn't dealing with Bulifant here, the partner-
11 ship--

12 THE COURT: Well, I think the instruction
13 is right, and I am going to grant it.

14 MR. PEARSALL: Do you recognize that this
15 was not a dealing between the partnership and
16 Central Valley, this was nothing in the world
17 but Travis and George Riegel talking?

18 THE COURT: I understand, but as far as
19 this question of an issue out of chancery, I want
20 to know whether it's a cost-plus contract or whether
21 it's a fixed-sum contract.

22 MR. PEARSALL: But whether it is a cost-
23 plus or fixed-sum depends on what the partners
24 agreed to, and you have got no evidence of Mr.
25 Ludwig agreeing to this.

1 IN CHAMBERS

2 THE COURT: I think Ludwig has tacitly
3 allowed his approval or disapproval to everything
4 going on to be conducted by P. L. Travis, his
5 father-in-law, that's my opinion.

6 MR. MINOR: Judge, I suggest this, in
7 order that it be a complete statement of the evi-
8 dence, that it might state in there the admitted
9 action of Mr. Ludwig in acquiescing and leaving
10 the matters of the partnership up to his father-
11 in-law.

12 THE COURT: Well, I don't think that that
13 is necessary for the determination or the resolu-
14 tion of whether or not it is a contract on fixed-
15 sum or on cost-plus, but I think it is something
16 that I will consider later on if they come in and
17 say it is on a cost-plus basis is whether or not
18 Ludwig is bound by it.

19 MR. MINOR: All right, sir, I understand.

20 MR. PEARSALL: Judge, you are finding a
21 contract without any evidence of the contract,
22 without any evidence of dealings between the
23 parties. There isn't one scintilla of evidence
24 that Central Valley ever said to B.L.T. Associates
25 that it's cost-plus. All the evidence you have

IN CHAMBERS

got is what Riegel wrote down.

THE COURT: That's true, and he signed
and Travis signed it, and it says it's on a cost-
plus basis.

MR. MINOR: Mr. Pearsall overlooked
completely the statements in which 5 percent is
mentioned all the way through them.

THE COURT: Let's go to the next one.

MR. PEARSALL: But the statements are not
in there, Judge.

THE COURT: This next one is granted.

Now, the definition of the preponderance
of the evidence, you don't object to that, do you?

MR. PEARSALL: No.

MR. MINOR: Now you have got that instruc-
tion about the issue, Judge.

THE COURT: That will be the first one
that I give them. Then the second instruction is
the term preponderance of the evidence. Then the
third is you consider all the evidence in reaching
a verdict. Then the fourth one is that you can
use circumstantial evidence.

Now, the fifth one is the instruction here
where the Court instructs the jury that the burden

1 tions; whereupon at 6:12 p.m. the jury returns to
2 the courtroom and the case continues as follows:

3 THE COURT: All right, have you reached
4 a verdict?

5 MR. INCONSTANTI: Yes, Your Honor.

6 THE COURT: All right, let me see it.

7 "We the jury, on the issue joined, find
8 that the contract between B.L.T. Associates and
9 Central Valley Construction Company for the con-
10 struction of Chippenham Mall was three lump-sum
11 contracts, plus architectural allowances of extras,
12 plus overtime allowances by B.L.T., plus comple-
13 tion of the strip stores under architectural super-
14 vision," and each of the jurors have signed this
15 verdict.

16 Did you elect a foreman to preside over
17 your proceedings?

18 MR. BURLEIGH: Not officially, no.

19 THE COURT: Who did preside?

20 MR. INSONSTANTI: I did, Your Honor.

21 THE COURT: Would you all elect him foreman?

22 NOTE: At this point all the jurors respond
23 affirmatively.

24 THE COURT: All right, then would you
25 sign it as foreman, Mr. Inconstanti.

May 14, 1970

Mr. R. L. Bulifant, Jr.
R. L. Bulifant and Company
301 Petersburg Pike
Richmond, Virginia 23224

Re: Chippenham Mall Shopping Center Partnership

Dear Bob:

After our discussion recently concerning the possibility of your interest in the Chippenham Mall Shopping Center proposal, we have received more interest from Colonial Stores and Drug Fair for space which they desire within this center.

We have further discussed financing with various institutions with the latest proposal being received from Cameron-Brown where they will either furnish the necessary money on a straight mortgage or agree to purchase the land and lease back for a period of 45 years at 10% of a \$400,000.00 land value and in addition make a loan of \$2,000,000.00 at 9 3/4% interest constant for a period of 25 years plus 20% of the overage in excess of \$405,000.00 per year rental.

This proposal is in line with some others we have received and at this point we are not in any position to discuss commitments until a food store lease has been pinned down.

In our recent conversation it was my understanding you would be interested in any portion of this proposed center and in our discussion 75% equity was desired since 12 1/2% would be owned by J. D. Ludwig, Jr. and 12 1/2% by myself.

Under this plan your company would prepare all the necessary plans and furnish the buildings at a competitive cost to the partnership.

Travis Realty Company will continue as leasing agent for the center at a 6% commission of the rental income and handle all negotiations for tenants, etc.

Mr. Graham T. Jennings of Thomas Jennings and Farley is in the process of preparing a partnership agreement on a previous arrangement and upon receipt of same will furnish you with a draft to incorporate any changes you or I feel considered.

Mr. R. L. Bulifant, Jr.

Page 2

May 14, 1970

As you know there is still one parcel that needs settlement relatively soon and it may be well to go ahead and make the necessary arrangements to sell this property putting it in the name of the partnership which presently is in the name of LT Associates.

I will keep you advised of what is happening and furnish you with the draft of agreement upon receipt. In the meantime if I can be of assistance in any way or answer any questions, please feel free to call me.

Yours very truly,

TRAVIS REALTY COMPANY

P. L. Travis, Jr.

PLTjr/mha

cc: Mr. Jack D. Ludwig, Jr.

PAUL AND SMITH
ATTORNEYS AT LAW
1804 STAPLES MILL ROAD
RICHMOND, VIRGINIA 23230

TVI

AREA CODE 703
TELEPHONE 339-9271

KENDALL W. PAUL
J. ALVERNON SMITH, JR.
IRVING M. BLANK
J. PATRICK KEITH

July 14, 1970

Mr. P. L. Travis
180 East Belt Blvd.
Richmond, Virginia 23224

Dear P. L.:

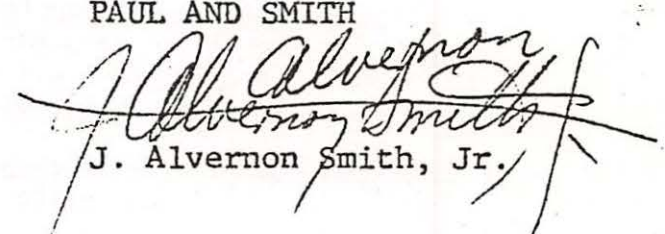
This acknowledges your letter of July 8, 1970,
with enclosures.

Before distributing the partnership agreements,
I would like to have the agency agreement properly exe-
cuted so that it can be attached to and made a part of
the partnership agreement.

I do not have any of the agency agreements, and I
would like to have the three executed agreements plus
at least one extra copy of same for our records.

Sincerely,

PAUL AND SMITH


J. Alvernon Smith, Jr.

JASjr:jmt

TIFFANY HALEY ARMSTRONG & H. LOUIS SALOMONSKY

ARCHITECTS • AMERICAN INSTITUTE OF ARCHITECTS • TEL. 703-643-5361
CARRINGTON ROW • 2311 EAST BROAD STREET • RICHMOND, VIRGINIA 23223

July 14, 1970

Mr. R. C. Bulifant
BCT Associates
P.O. Box 8809
Richmond, Virginia 23225

Re: Chippenham Mall
Route #360 and Chippenham

Dear Bob:

We propose to perform architectural services for the referenced job in accordance with the following outline.

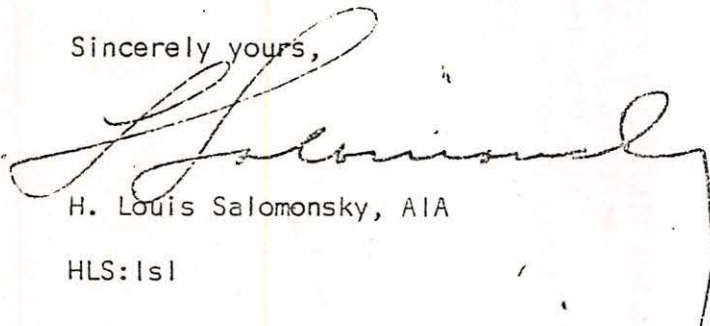
1. Fee for Grants: \$12,000.00 to \$15,000.00 depending on amount of changes required to be made to Parham Plaza on Denbigh Mall- Grants plans. Note changes to plans after signing of lease to be billed at hourly rate.
2. Fee for balance of shopping center: 2 1/2% of AIA cost of construction.
3. Fee for Grants is based on assumption that Armstrong and Salomonsky are architects for entire shopping center.
4. Cost of electrical, mechanical, and structural engineering is included in Grant's fee. The cost of electrical, mechanical, and structural engineering is not included in architects fee for balance of shopping center. The cost for engineering fees will be billed to owner at architects direct cost for same. Owner shall approve all consulting engineering fee agreements before allowing architect to proceed with retaining same.
5. Owner will be responsible for all site engineering. Architect will layout buildings on site.
6. No supervision is included in the architects 2 1/2% fee. The architect will give forty (40) hours of supervision at no charge to the owner at the direction and request of the owner.

Please Continue

7. The Architect will be paid monthly for the percentage of work completed.

If you concur with the terms of this letter, please sign and return one copy to us as authorization to begin work.

Sincerely yours,



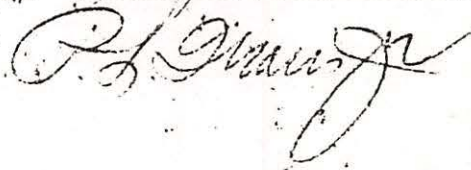
H. Louis Salomonsky, AIA

HLS:lsI

ACCEPTED BY: R.L. Bulifant Jr.
R. L. Bulifant

TITLE: Partner

DATE: July 20, 1970





PROPOSAL
Construction of Grant's Store
Chippengham Mall
Richmond, Virginia
REGISTERED VIRGINIA CONTRACTOR #5634, 1971

TO BASE PROPOSAL
~~ADD~~ DEDUCT 21000⁰⁰ PERCENT
Lee F. Kayhoe

Mr. P. L. Travis
Travis Realty Company
180 East Belt Boulevard
Richmond, Virginia 23224

Kayhoe construction corporation

7206 IMPALA DRIVE RICHMOND VIRGINIA 23228 (703) 266-9628

18 November 1971

Mr. P. L. Travis
Travis Realty Company
180 East Belt Boulevard
Richmond, Virginia 23224

Dear Mr. Travis:

The undersigned has reviewed the site, plans and specifications, and other documents for the construction of Grant's Store, Chippenham Mall, and proposes to furnish all necessary labor, materials, equipment, etc. to complete the work for the base lump sum of ONE MILLION ONE HUNDRED SIX THOUSAND FIFTEEN

DOLLARS (\$ 1,106,015.00), and which proposal ^{PR} includes the cost of Utilities to 5' outside the building with all site work brought to finish sub-grade by others. No connection fees included.

Alternates:

1. For walks shown at front and left side of building (including 6" concrete curbs) Add \$7259.00.
2. To furnish "Asbestile" as called for in Addenda 2-A Add \$464.00.
3. For additional equipment specified for incinerator installation over and above code requirements Add \$4,950.00.
4. For the costs of use of Insulrock roof-deck in lieu of metal deck Deduct \$1,545.00.
5. To change cap flashings, gravel stops, and curbing from 26-gage galvanized steel to Colorweld aluminum No Bid.
6. Masonry (Part 4)
 - A. To add brick facing to rear wall Add \$12,250.00.
 - B. To add brick facing to left wall Add \$ 4,400.00.

We acknowledge receipt of Addenda 1-E (3 pages), 1-M (4 pages), 1-A (3 pages), 2-A (1 page), and 2M, 2P, and 2E (1 page).

We would undertake the work under this proposal upon proper notice to proceed and to diligently prosecute the work to completion.

KAYHOE CONSTRUCTION CORPORATION

To Mr. P. L. Travis

Date 18 November 1971

Page 2

Registered as a Contractor under Chapter 8, Title 54, Code of Virginia, our certificate No. is 5634, 1971.

Respectfully submitted,

KAYHOE CONSTRUCTION CORPORATION


L. Roy Carroll
Vice President

LRC:HT

CENTURY

CENTURY CONSTRUCTION COMPANY, INC.
BOX 9096, RICHMOND, VIRGINIA 23225

Registered Virginia Contractors
License No. 7004, 1971.

BLT Corporation/Travis Realty
c/o Armstrong & Salomonsky
2311 East Broad
Richmond, Virginia

Bid: Construction of W. T. Grants Department Store
Chippenham Mall, Richmond, Virginia

Due: 2:00 P.M. EST, November 18, 1971

CENTURY

November 18, 1971

BLT Corporation/Travis Realty
c/o Armstrong & Salomonsky
2311 East Broad
Richmond, Virginia

Gentlemen:

We are pleased to submit the following estimate for construction of W. T. Grants Department Store, Chippenham Mall, Richmond, Virginia, in accordance with plans and specifications prepared by Armstrong & Salomonsky, Ltd., dated 10/26/70 with revised dated 11/4/71 including addendums 1-A, 1-M, 1-E (Nov. 5, 1971) and 2-A, 2-M, 2-P, 2-E (Nov. 16, 1971).

Lump Sum for BASE BID \$

\$ 1,081,000.00

ALTERNATES:

Masonry: #1 ADD \$ 12,180.00; #2 ADD \$ 3,800.00

Roof Deck: Insulrock in lieu of metal deck \$ 3,800.00 (DEDU

Flashing: Prefinished aluminum in lieu of galvanized steel ADD \$ 2,625.00

"Asbestile" Parapet Waterproofing in lieu of std. Cold Asp. Base ADD \$ 500.00

Incinerator (Addendum 1-A) ADD \$ 4,675.00

Concrete: Outside concrete which includes walk at front of building with its curb, slab at outdoor sales, and exterior slab at TBA ADD \$ 8,200.00

Roofing: If you exercise the option for a 20-year bond ADD \$ 1800.00 if use metal deck
3500.00 if use insulrock deck

The Specifications did not require a performance bond. If this is desired add \$ 7318.00 to our base bid, plus 0.65% to add alternates accepted.

Respectfully submitted, CENTURY CONSTRUCTION CO., INC.

Greene Hollowell
Greene Hollowell, President

Registered Virginia Contractors License No. 7004, 1971

COMMERCIAL INDUSTRIAL



237



Deduct \$17,000.⁰⁰ from the Base Bid
JTB

B-L-T- Corporation
c/o Travis Realty Corporation
P. L. Travis, President
180 East Belt Boulevard
Richmond, Virginia

PROPOSAL: W. T. Grants Department Store
Chippenham Mall at Intersection of Route 360 West
and Chippenham Parkway
Richmond, Virginia

PROPOSAL FORM

Date November 18, 1971

*Deduct \$17,000
at opening of
bids*

*964.3
W.T.G.*

B-L-T- Corporation
c/o Travis Realty Corporation
P. L. Travis, President
180 East Belt Boulevard
Richmond, Virginia

Proposal of Central Valley Construction Company, Inc. (hereinafter called "Bidder")
a corporation, organized and existing under the laws of the State of Virginia.

Pursuant to and in compliance with your "Invitation for Bids" and your "Instructions
to Bidders" relating thereto, the undersigned proposes to furnish all plant, labor,
materials, supplies, equipment and other facilities and things necessary for the
completion of - - W. T. Grants Department Store, Chippenham Mall at Intersection
of Route 360 West and Chippenham Parkway, Richmond, Virginia in accordance with
drawings and specifications as prepared by Armstrong and Salomonsky, Ltd., A.I.A.,
Architects, 2311 East Broad Street, Richmond, Virginia, for the sum of

(\$ 981,337.00).

ALTERNATE NO. 1

To add 8" block and 4" brick to rear wall in lieu of 12" painted block as described
in Specifications, Division 4A, Masonry, the undersigned agrees to ADD - - ~~deduct~~ .

(\$ 12,000.00).

ALTERNATE NO. 2

To add 8" of block and 4" brick to left wall (from Four Season's wall to rear of
building) in lieu of 12" painted block as described in Specifications, Division 4A,
Masonry, the undersigned agrees to ADD - - ~~deduct~~

(\$ 4,000.00).

ALTERNATE NO. 3

To provide 2" Flintkote Insulrock Roof Deck "C" factor of 0.20, in lieu of 1½ metal
deck and 1½ insulation with vapor barrier as described in Specifications, Division
7A, Insulation, the undersigned agrees to ~~deduct~~ - - DEDUCT

(\$ 3,000.00).

PROPOSAL FORM

ALTERNATE NO. 4

To provide all cap flashings, gravel stops and coping being furnished in pre-finished aluminum (equal to colorweld, standard color) in lieu of 26 guage galvanized steel as described in Division 7B-2.2 c, d and e, Built Up Roofing, Flashing and Expansion Joints, the undersigned agrees to ADD - - ~~XXXXXX~~

(\$ 1,250.00).

ALTERNATE NO. 5

To provide and install all equipment as specified as described in Division 13B, Incinerator, the undersigned agrees to ADD - - ~~XXXXXX~~

(\$ 4455.00).

ALTERNATE NO. 6

To provide Concrete Walks immediately out side building in accordance with Division 3A, Cast-in Place Concrete, the undersigned agrees to ADD - - ~~XXXXXX~~ . .

(\$ 3,800.00).

ALTERNATE NO. 7

To provide 3 - trowel coats "Asbestile" cement and 2 - layers #15 asbestos perforated finish felt behind parapet walls as specified in Sheel-9 of Architectural drawings and as set out in item-5 of Addendum No. 2-A, the undersigns agrees to ADD - -

~~XXXXXX~~
(\$ 1500.00).

We acknowledge receipt of the following Addenda:

Number 1-A Dated 11-5-71

Number 2-A Dated 11-16-71

Number _____ Dated _____

Registered as a Contractor under Title 54, Chapter 7, Code of Virginia, Certificate No. 7554, 1971.

CENTRAL VALLEY CONSTRUCTION COMPANY, INC.
(Name of General Contractor)

By: John M. Showalter
John M. Showalter, Assistant Vice President

FEDERAL INSURANCE COMPANY

CHUBB & SON INC., Manager



90 John Street, New York, N. Y. 10038

BID BOND

Bond No. B80449904

Amount \$ 6% of Bid

Know all Men by these Presents,

That we, Central Valley Construction Co., Inc.
P.O. Box 8809
Richmond, Virginia

(hereinafter called the "Principal"),
as Principal, and the FEDERAL INSURANCE COMPANY, of the City of New York, New York, a
corporation duly organized under the laws of the State of New Jersey, (hereinafter called the "Surety"), as
Surety, are held and firmly bound unto B. L. T. Corp. 180 E. Belt Blvd.,
Richmond, Virginia

(hereinafter called the "Obligee"),

in the sum of Six Per-Cent of Bid - - - - - Dollars
(\$ 6% of Bid), for the payment of which sum well and truly to be made, we, the said Principal and the
said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents.

Sealed with our seals and dated this 18th day of November,
A. D. nineteen hundred and seventy-one

WHEREAS, the Principal has submitted a bid, dated November 18th, 19 71,
for construction of W.T. Grants Department Store,
Chippenham Mall, Richmond, Virginia

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter
into a contract with the Obligee in accordance with such bid and give bond with good and sufficient surety for
the faithful performance of such contract, or in the event of the failure of the Principal to enter into such
contract and give such bond, if the Principal shall pay to the Obligee the difference, not to exceed the penalty
hereof, between the amount specified in said bid and the amount for which the Obligee may legally contract
with another party to perform the work covered by said bid, if the latter amount be in excess of the former,
then this obligation shall be null and void, otherwise to remain in full force and effect.

Central Valley Construction Co., Inc.

Principal

By John M. Shugart

FEDERAL INSURANCE COMPANY

By James W. [Signature]

And Attorney-in-Fact

POWER OF ATTORNEY

Know all Men by these Presents, That the FEDERAL INSURANCE COMPANY, 90 John Street, New York, New York, a New Jersey Corporation, has constituted and appointed, and does hereby constitute and appoint

Jas. A. Paul, James R. Bond
S. G. Stevens, James L. Lipsey
James A. Paul, Jr., Carter E. Talman,
Jr., T. Elwood Waters, Charles R.
Harris, Salem P. Wilson, Jr.
of
Richmond, Virginia

each its true and lawful Attorney-in-Fact to execute under such designation in its name and to affix its corporate seal to and deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to-wit:

1. Bonds and Undertakings (other than Fiduciary Bonds) filed in any suit, matter or proceeding in any Court, or filed with any Sheriff or Magistrate, for the doing or not doing of anything specified in such Bond or Undertaking, in which the penalty of the bond or undertaking does not exceed the sum of One Hundred Thousand Dollars (\$100,000.00)
2. Surety Bonds to the United States of America or any agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; License and Permit Bonds or other indemnity bonds under the laws, ordinances or regulations of any State, City, Town, Village, Board or other body or organization; public or private; bonds to Transportation Companies, Lost Instrument bonds, Lease bonds, Workmen's Compensation bonds, Miscellaneous Surety bonds and bonds on behalf of Notaries Public, Sheriffs, Deputy Sheriffs and similar public officials.
3. Bonds on behalf of contractors in connection with bids, proposals or contracts.

In Witness Whereof, the said FEDERAL INSURANCE COMPANY has, pursuant to its By-Laws, caused these presents to be signed by its Vice President and Assistant Secretary and its corporate seal to be hereto affixed this 1st day of January 1970.

FEDERAL INSURANCE COMPANY

By



Frederick C. Gardner
Frederick C. Gardner
Vice-President

Walter LaForge
Walter LaForge
Assistant Secretary

STATE OF NEW YORK

County of New York

ss.:

On this 1st day of January 1970, before me personally came Walter LaForge, to me known and by me known to be Assistant Secretary of the FEDERAL INSURANCE COMPANY, the corporation described in and which executed the foregoing Power of Attorney and the said Walter LaForge being by me duly sworn, did depose and say that he resides in the City of New York, in the State of New York; that he is Assistant Secretary of the FEDERAL INSURANCE COMPANY and knows the corporate seal thereof; that the seal affixed to the foregoing Power of Attorney is such corporate seal and was thereto affixed by authority of the By-Laws of said Company and that he signed said Power of Attorney as Assistant Secretary of said Company by like authority; that he is acquainted with Frederick C. Gardner and knows him to be Vice President of said Company, and that the signature of said Frederick C. Gardner subscribed to said Power of Attorney is in the genuine handwriting of said Frederick C. Gardner and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Acknowledged and Sworn to before me
on the date above written

Mary K. Bendick

Notary Public



MARY K. BENDICK
NOTARY Public, State of New York
No. 24-0237960
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1971

CITY AND COUNTY OF NEW YORK: ss. I, the undersigned, do hereby certify that

I, the undersigned, Assistant Secretary of the FEDERAL INSURANCE COMPANY, do hereby certify that the following is a true excerpt from the By-Laws of the said Company as adopted by its Board of Directors on March 11, 1953 and amended January 2, 1964 and that this By-Law is in full force and effect.

"ARTICLE XIX"

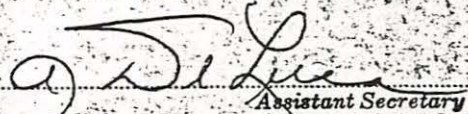
Section 2. All bonds, undertakings, contracts, powers of attorney, and other instruments other than as above, for and on behalf of the Company which it is authorized by law or its charter to execute, may and shall be executed in the name and on behalf of the Company either by the Chairman or the Vice-Chairman or the President or a Vice-President, jointly with the Secretary or an Assistant Secretary, under their respective designations, except that any one or more officers or attorneys-in-fact designated in any resolution of the Board of Directors or the Executive Committee, or in any power of attorney executed as provided for in this section, may execute any such bond, undertaking, or other obligation as provided in such resolution or power of attorney."

And I further certify that I have compared the foregoing copy of the POWER OF ATTORNEY with the original thereof and the same is a correct and true copy of the whole of said original Power of Attorney and that said Power of Attorney has not been revoked.

And I further certify that said FEDERAL INSURANCE COMPANY is duly licensed to transact fidelity and surety business in each of the States of the United States of America, Puerto Rico, and each of the Provinces of Canada with the exception of Prince Edward Island; and is also duly licensed to become sole surety on bonds, undertakings, etc., permitted or required by law.

Given under my hand and the seal of said Company at New York, N. Y., this 18th day of

November, 1971.


Assistant Secretary

This Agreement made 31st day of Dec in the year Nineteen Hundred and Seventy-One by and between Central Calley Construction Company, Incorporated, hereinafter called the Contractor and B. L. T. Associates, hereinafter called the Owner, Witnesseth that the Contractor and the Owner for the consideration hereinafter named agree as follows:

Article 1. Scope of the Work

The Contractor shall furnish all of the materials and perform all of the work shown on the Drawings and described in the Specifications entitled W. T. Grants Department Store, Chippenham Mall, Richmond, Virginia, prepared by Armstrong and Salomonsky, Ltd., A.I.A. Architects, acting as and in these Contract Documents entitled the Architect for all phases of the work; and shall do everything required by the agreement, the General Conditions of the Contract, the Supplementary General Conditions, the Specifications and the Drawings, to construct on the site at U.S. Route 360 West, Elkhardt Road and Chippenham Parkway in Richmond, Virginia a new Building to be known as W. T. Grant Department Store. Limits of construction for this building to be 5' out side building line.

Article 2. Time of Completion

The work to be performed under this contract shall be commenced upon the signing of the Contract and the Contractor shall thereafter execute his work with diligence until completion.

Article 3. The Contract Sum

In full consideration and satisfaction of the performance of this Contract the Owner agrees to pay and the Contractor agrees to accept, the sum of: One Million Eighty One Thousand and No/100 Dollars (\$1,081,000.00).

Article 4. Progress Payments

The Owner shall make payments on account of the contract as provided therein as follows:

On or about the Tenth day of each month, Ninety per cent of the value, based on the Contract prices of labor and materials incorporated in the work and of materials suitably stored at the site or other approved locations up to the First Day of that month, as estimated by the Architect, less the aggregate of previous payments; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to 95 per cent of the Contract price upon recommendation of the Architect and pending acceptance for final payment as noted under Article 5 of the Contract.

The term "substantial Completion" as used in the agreement shall designate the building as shown on the drawings and as specified completed to a stage that will allow W. T. Grant Company to commence the installation of equipment and fixtures that are to be furnished by them.

Article 5. Acceptance and Final Payment

Final payment on this agreement shall be due sixty days after substantial completion of the work provided the work be then fully completed and the Contract fully performed. Upon receipt of written notice that the work is ready for Final Inspection and Acceptance, the Architect shall promptly make such inspection and when he finds the work acceptable under the Contract and the Contract fully performed he shall promptly issue a Final Certificate, over his own signature stating that the work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof, and that the entire balance found to be due the Contractor and noted in said Final Certificate, is due and payable.

Before issuance of Final Certificate the Contractor shall submit evidence satisfactory to the Architect that all payrolls, material bills and other indebtedness connected with the work have been paid.

If after the work has been substantially completed, full completion thereof if materially delayed through no fault of the Contractor, and the Architect so certifies, the Owner shall, upon Certificate of the Architect, and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing Final Payment, except that it shall not constitute a waiver of claims.

Article 6. The Contract Documents

The General Conditions of the Contract, the Supplementary General Conditions, the Specifications and the Drawings, together with this Agreement, for the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The following is an enumeration of the Specifications and Drawings prepared by Armstrong and Salomonsky, Ltd., Architects.

Specifications:

W. T. Grant Department Store - Dated October 26, 1970.

Sections: Contract Forms, Supplementary General Conditions; 1; 2A, 2B, 2C, 2D; 3A; 4A; 5A, 5B, 5C; 6A; 7A, 7B, 7C, 7D, 7E; 8A, 8B, 8C, 8D, 8E, 8F; 9A, 9B, 9C, 9D, 9E; 10A, 10B; ---- 13A, 13B; 14A, 14B; 15A, 15B; and 16.

Addendum No. 1 - dated September 28, 1971
Addendum No. 1-A - dated November 5, 1971
Addendum No. 2-A - dated November 16, 1971

Drawings:

W. T. Grant Department Store

<u>Sheet No.</u>	<u>Title</u>	<u>Date</u>
1	Site Plan	Rev. 11-4-71
2	Main Floor Plan	Rev. 11-15-71
3	Elevation	Rev. 12-13-71
4	Large Scale Details	Rev. 11-4-71
5	Layout Stock Room & Office	Rev. 11-15-71
6	Wall Sections	Rev. 11-15-71
7	Wall Sections	Rev. 11-9-70
8	Wall Sections	Rev. 11-4-71
9	Roof Plan	Rev. 11-9-70
S-1	Foundation Plan	Rev. 11-1-71
S-2	Foundation Details	Rev. 11-1-71
S-3	Framing Plan	Rev. 11-1-71
S-4	Framing Details	Rev. 11-1-71
S-5	Framing Details	Rev. 11-1-71
M-1	Floor Plan - HVAC	Rev. 12-13-71
P-1	Floor Plan - Plumbing	Rev. 11-4-71
P-2	Enlarged Plumbing Plan	Rev. 11-4-71
E-1	Electrical Schedule	Rev. 11-4-71
E-2	Floor Plan - Lighting	Rev. 11-4-71
E-3	Floor Plan - Power	Rev. 11-4-71
E-4	Part Plan "A" Power & Lighting	Rev. 11-4-71

IN WITNESS WHEREOF the Parties hereto have executed this Agreement, the date and year first above written.

CENTRAL VALLEY CONSTRUCTION COMPANY, INC.

Elizabeth J. (Hewer) (ATTEST)

By: John M. Showalter (SEAL)
John M. Showalter
Assistant Vice President

B. L. T. ASSOCIATES

_____(ATTEST)

By: Robert L. Bulifant Jr.
Robert L. Bulifant, Jr.

_____(ATTEST)

By: P. L. Travis Jr.
P. L. Travis, Jr.

_____(ATTEST)

By: Jack D. Ludwig Jr.
Jack D. Ludwig, Jr.

#2-3

Full BLT

This Agreement made 28th day of January in the year Nineteen Hundred and Seventy-Two by and between Central Valley Construction Company, Incorporated, hereinafter called the Contractor and B. L. T. Associates, hereinafter called the Owner, Witnesseth that the Contractor and the Owner for the consideration hereinafter named agree as follows:

Article 1. Scope of the Work

The Contractor shall furnish all of the materials and perform all of the work shown on the Drawings and described in the Specifications entitled Section Two (further identified as "Lease Space") and Section Three (further identified as "A & P Food Store"), Chippenham Mall, Richmond, Virginia, prepared by Armstrong and Salomonsky, Ltd., A.I.A. Architects, acting as and in these Contract Documents entitled the Architect for all phases of the work; and shall do everything required by the agreement, the General Conditions of the Contract, the Supplementary General Conditions, the Specifications and the Drawings, to construct on the site at U. S. Route 360 West, Elkhardt Road and Chippenham Parkway in Richmond, Virginia new Buildings, one for Lease Space and one to be known as A & P Food Store. Limits of construction for These Buildings to be 5' out side building line.

Article 2. Time of Completion

The work to be performed under this contract shall be commenced upon the signing of the Contract and the Contractor shall thereafter execute his work with diligence until completion.

Article 3. The Contract Sum

In full consideration and satisfaction of the performance of this contract the Owner agrees to pay and the Contractor agrees to accept, the sum of:

Five hundred sixty two thousand nine hundred (\$562,942.00)
forty two and 0/100 dollars

The allowances included in the previous quoted Contract Sum are as follows:

Mechanical	(\$ 85,000.00)
Electrical	(\$ 45,000.00)

It is mutually agreed that should the total cost, including Contractors Overhead and Profit, be more or less than the figures so stated, for the two allowances previously shown, the Contract Sum will be adjusted accordingly.

Article 3.A Changes in the Work

For the purpose of this Contract, percentage due the Contractor for overhead and profit for Changes in the Work as set forth under sub-sub-paragraphs 12.1.3.1 and 12.1.3.3. of the General Conditions shall be limited to 15% of the cost due the Contractor and the percentage due the Sub-Contractor shall be limited to 20% of the cost to him.

Article 4. Progress Payments

The Owner shall make payments on account of the Contract as provided therein as follows:

On or about the Tenth day of each month, Ninety per cent of the value, based on the Contract prices of labor and materials incorporated in the work and of materials suitably stored at the site or other approved locations up to the First Day of that month, as estimated by the Architect, less the aggregate of previous payments; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to 95 per cent of the Contract price upon recommendation of the Architect and pending acceptance for final payment as noted under Article 5 of the Contract.

The term "Substantial Completion" as used in the agreement shall designate the buildings as shown on the drawings and as specified completed to a stage that, in the case of a Tennant in the Lease Space, will allow him to commence his work which would be performed under a separate contract by him and will allow A & P Food Store, to commence the installation of equipment and fixtures that are to be furnished by him.

Article 5. Acceptance and Final Payment

Final payment on this agreement shall be due sixty days after substantial completion of the work provided the work be then fully completed and the Contract fully performed. Upon receipt of written notice that the work is ready for Final Inspection and Acceptance, the Architect shall promptly make such inspection and when he finds the work acceptable under the Contract and the Contract fully performed he shall promptly issue a Final Certificate, over his own signature stating the work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof, and that the entire balance found to be due the Contractor and noted in said Final Certificate, is due and payable.

Before issuance of Final Certificate the Contractor shall submit evidence satisfactory to the Architect that all payrolls, material bills and other indebtedness connected with the work have been paid.

If after the work has been substantially completed, full completion thereof if materially delayed through no fault of the Contractor, and the Architect so certified, the Owner shall upon Certificate of the Architect, and without terminating the Contract, make payment of the balance due for the portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing Final Payment, except that it shall not constitute a waiver of claims.

Article 6. The Contract Documents

The General Conditions of the Contract, the Supplementary General Conditions, the Specifications and the Drawings, together with this Agreement, for the Contract, and they are as fully a part of the Contract as if thereto attached or herein repeated.

The following is an enumeration of the Specifications and Drawings prepared by Armstrong and Salomonsky, Ltd., Architects.

Specifications:

Section Two (Lease Space) - Dated December 3, 1971

Sections: Contract Forms; Supplementary General Conditions; 1; 2; 3, 3A; 4, 4A; 5, 5A, 5B, 5C; 6, 6A; 7, 7A, 7B, 7C; 8A, 8B, 8C, 8D, 8E; 9, 9A, 9B; - - - 15, 15A, 15B; and 16, 16A.

Addendum No. 1-A Dated January 3, 1972.

Drawings:

Section Two (Lease Space)

<u>Sheet No.</u>	<u>Title</u>	<u>Date</u>
1	Site Plan	Rev. 12-17-71
2	Partial Floor Plan	Rev. 12-17-71
3	Partial Floor Plan	12-17-71
4	Partial Floor Plan & Details	Rev. 12- 7-71
5	Elevations	12-17-71
6	Wall Sections	Rev. 12-17-71
7	Wall Sections	12-17-71
8	Roof Plan & Details	12-17-71
S-1	Partial Foundation Plan	12-17-71
S-2	Partial Foundation Plan	12-17-71
S-3	Partial Foundation Plan	12-17-71
S-4	Partial Roof Framing Plan	12-17-71
S-5	Partial Roof Framing Plan	12-17-71
S-6	Partial Roof Framing Plan & Details	12-17-71
S-7	Footing Details	12-17-71
S-8	Structural Steel Details	12-17-71

Specifications:

Section Three (A & P Food Store) - Dated December 16, 1971

Sections: Contract Forms; Supplementary General Conditions; 1; 2; 3, 3A; 4, 4A; 5, 5A, 5B, 5C; 6, 6A; 7, 7A, 7B, 7C; 8, 8A, 8B, 8C; 9, 9A, 9B, 9C; 10, 10A; - - - - 15, 15A, 15B; and 16, 16A.

Drawings:

Section Three (A & P Food Store)

<u>Sheet No.</u>	<u>Title</u>	<u>Date</u>
1	Site Plan	12-17-71
2	Floor Plan	12-17-71
3	Elevations	12-17-71
4	Wall Sections	12-17-71
5	Roof Plan and Details	12-17-71
S-1	Foundation Plan	12-17-71
S-2	Roof Framing Plan	12-17-71
S-3	Footing Details and Notes	12-17-71
S-4	Structural Steel Details	12-17-71

In Witness Whereof the Parties hereto have executed this Agreement, the date and year first above written.

CENTRAL VALLEY CONSTRUCTION COMPANY, INC.

Mary M. Bray (ATTEST) By: John M. Showalter (SEAL)
John M. Showalter
Assistant Vice President

B. L. T. ASSOCIATES

Elizabeth J. Clower (ATTEST) By: Robert L. Bulifant, Jr.
Robert L. Bulifant, Jr.
Elizabeth J. Clower (ATTEST) By: P. L. Travis, Jr.
P. L. Travis, Jr.
Elizabeth J. Clower (ATTEST) By: Jack D. Ludwig, Jr.
Jack D. Ludwig, Jr.

Total 1,904,542.00

SITE BLT Fall

This Agreement made 28th day of JANUARY in the year
Nineteen Hundred and Seventy-Two by and between Cental Valley Construction
Company, Incorporated, hereinafter called the Contractor and B. L. T.
Associates, hereinafter called the Owner, Witnesseth that the Contractor
and the Owner for the consideration hereinafter named agree as follows:

Article 1. Scope of the Work

The Contractor shall furnish all of the materials and perform all of the
work as shown on the Drawings with Specifications noted thereon, as pre-
pared by Wilbur Smith and Associates, Consulting Engineers, Richmond,
Virginia, for Site Work, Chippenham Mall and further as shown on Sheet
No. 1 and described in the Specifications, (Division-2, Site Work),
entitled W. T. Grants Department Store, Chippenham Mall, Richmond,
Virginia, prepared by Armstrong and Salomonsky, Ltd., A.I.A. Architects,
acting as and in these Contract Documents entitled the Architect for all
phases of the work; and shall do everything required by the Agreement,
the General Conditions of the Contract, the Supplementary General Conditions,
to complete in its entirety all of the Site Work, consisting of, Clearing
and Grubbing, Stripping and Removal of Top Soil, necessary Cut and Fill
to bring entire Site to proper Sub-Grade, Curbs, Walks and Islands, Asphalt
Paving and Markings, ~~Chain Link Fence~~, Site Utilities and ~~Painting Lot~~
~~Lighting~~. All to be performed on the site at U.S. Route 360 West, Elkhardt
Road and Chippenham Parkway in Richmond, Virginia, now identified as
Chippenham Mall.

E.L.B. Jr.
[Signature]

Article 2. Time of Completion

The work to be performed under this contract shall be commenced upon the
signing of the Contract and the Contractor shall thereafter execute his
work with diligence until completion.

Article 3. The Contract Sum

In full consideration and satisfaction of the performance of this contract
the Owner agrees to pay and the Contractor agrees to accept, the sum of:

Two Hundred sixty thousand four hundred & 00/100 \$ 269,400.00

Article 3.A Changes in the Work

For the purpose of the Contract, percentage due the Contractor for overhead
and profit for Changes in the Work as set forth under the sub-sub-paragraphs
12.1.3.1 and 12.1.3.3 of the General Conditions shall be limited to 15% of
the cost due the Contractor and the percentage due the Sub-Contractor shall
be limited to 20% of the cost to him.

Article 4. Progress Payments

The Owner shall make payments on account of the Contract as provided therein as follows:

On or about the Tenth day of each month, Ninety per cent of the value, based on the Contract prices of labor and materials incorporated in the work and of materials suitably stored at the site or other approved locations up to the First Day of that month, as estimated by the Architect, less the aggregate of previous payments; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to 95 per cent of the Contract price upon recommendation of the Architect and pending acceptance for final payment as noted under Article 5 of the Contract.

The term "Substantial Completion" as used in the agreement will be at such time as designated by the Architect, primarily when all Curbs and Walks, Site Utilities and Paving are complete.

Article 5. Acceptance and Final Payment

Final payment on this agreement shall be due sixty days after substantial completion of the work provided the work be then fully completed and the Contract fully performed. Upon receipt of written notice that the work is ready for Final Inspection and Acceptance, the Architect shall promptly make such inspection and when he finds the work acceptable under the Contract and the Contract fully performed he shall promptly issue a Final Certificate over his own signature stating the work provided for in this contract has been completed and is accepted by him under the terms and conditions thereof, and that the entire balance found to be due the Contractor and noted in said Final Certificate, is due and payable.

Before issuance of Final Certificate the Contractor shall submit evidence satisfactory to the Architect that all payrolls, material bills and other indebtedness connected with the work have been paid.

If after the work has been substantially completed, full completion thereof if materially delayed through no fault of the Contractor, and the Architect so certified, the Owner shall, upon Certificate of the Architect, and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing Final Payment, except that it shall not constitute a waiver of claims.

Article 6. The Contract Documents

The General Conditions of the Contract, the Supplementary General Conditions, the Specifications and the Drawings, together with this Agreement, for the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.,

The following is an enumeration of the Drawings as prepared by Wilbur Smith and Associates, Consulting Engineers and the Specifications and Drawings as prepared by Armstrong and Salomonsky, Ltd., Architects.

Drawings as prepared by Wilbur Smith and Associates, Consulting Engineers.

<u>Sheet No.</u>	<u>Title</u>	<u>Date</u>
1	Title Sheet and Specifications	11-18-71
2	Site Plan	11-18-71
3	Plan - Profile	
4	Plan - Profile	

Specifications as prepared by Armstrong and Salomonsky, Ltd., Architects.

W. T. Grant Department Store - Dated October 26, 1970

Sections: Contract Forms, Supplementary General Conditions; Site Work - Division 2, 2A, 2B, 2C and 2D.

Addendum No. 1 - dated September 28, 1971

Addendum No. 1-A - dated November 5, 1971

Addendum No. 2-A - dated November 16, 1971

Drawings as prepared by Armstrong and Salomonsky, Ltd., Architects.

W. T. Grant Department Store

<u>Sheet No.</u>	<u>Title</u>	<u>Date</u>
1	Site Plan	Rev. 11-4-71

In Witness Whereof the Parties hereto have executed this Agreement, the date and year first above written.

CENTRAL VALLEY CONSTRUCTION COMPANY, INC.

Mary M. Bray (ATTEST) By: John M. Showalter (SEAL)
John M. Showalter,
Assistant Vice President

B. L. T. ASSOCIATES

Elizabeth J. Clowers (ATTEST)

By: Robert L. Bulifant Jr.
Robert L. Bulifant, Jr.

Elizabeth J. Clowers (ATTEST)

By: P. L. Travis, Jr.
P. L. Travis, Jr.

Elizabeth J. Clowers (ATTEST)

By: Jack D. Ludwig, Jr.
Jack D. Ludwig, Jr.

APPLICATION FOR PAYMENT

AIA DOCUMENT G702

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

TT 28

PROJECT: SITWORK - Chippenham Mall
(name, address) U. S. Route 360 West, Elkhardt Rd., & Chippenham Pky.
Richmond, Virginia

TO (Owner)

☐ B. L. T. Associates
7148 Hull Street Road
Richmond, Virginia 23235

☐ DATE OF APPLICATION: March 23, 1972

APPLICATION NO: One (1)

☐ PERIOD FROM: 11-29-71 TO: 3-23-72

State of: Virginia
County of: Richmond

The undersigned certifies that the Work herein has been completed in accordance with the Contract Documents, that all amounts have been paid for items for which previous Certificates for Payment were issued and payments received, and that the current payment is now due.

CENTRAL VALLEY CONSTRUCTION COMPANY, INC.

Contractor

P. O. Box 8809, Richmond, Virginia 23225

Address

By John M. Stewart 3-23-72

Date

Subscribed and sworn to before me this

23rd day of March, 1972.

Notary Public: Elizabeth J. Claver

My Commission Expires: May 23, 1975

Application is made for Payment, as shown below, in connection with this Contract.

TOTAL COMPLETED TO DATE (F below)	<u>21,000.</u>
STORED MATERIALS (see attached list)	<u>-0-</u>
TOTAL COMPLETED & STORED	<u>21,000.</u>
RETAINAGE 10 %	<u>2,100.</u>
TOTAL EARNED LESS RETAINAGE	<u>18,900.</u>
LESS PREVIOUS PAYMENTS	<u>-0-</u>
CURRENT PAYMENT DUE	<u>18,900.</u>

ITEM No. A	DESCRIPTION OF WORK B	SCHEDULED VALUE C	PREVIOUS APPLICATIONS D	THIS APPLICATION E	%	COMPLETED TO DATE F	BALANCE TO FINISH G
	<u>SITWORK</u>						
1.	Relocate House (Allowance)	7,500.00	-0-	7,000.00	93	7,000.00	500.00
2.	Site Clear & Grade	39,400.00	-0-	14,000.00	35	14,000.00	25,400.00
3.	Utilities, Storm & Sanitary	74,000.00	-0-	-0-	0	-0-	74,000.00
4.	Concrete Walks, Curb, Gutter, Island	40,000.00	-0-	-0-	0	-0-	40,000.00
5.	Paving and Markings	99,500.00	-0-	-0-	0	-0-	99,500.00
	XXXXXX TOTAL	260,400.00	256 -0-	21,000.00		21,000.00	239,400.00

CERTIFICATE FOR PAYMENT

AIA DOCUMENT G703

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

☐
☐
☐
☐
☐

PL 3-24-72
CK#3

PROJECT: SITEWORK - Chippenham Mall
(name, address) U.S. Route 360 West, Elkhardt Rd.,
& Chippenham Pky.
TO (Owner) Richmond, Virginia
B.L.T. Associates
7148 Hull Street Road
Richmond, Virginia 23235

CERTIFICATE NUMBER: One (1)
PERIOD FROM 11-29-71 TO 3-23-72

ARCHITECT'S PROJECT NO:

CONTRACTOR: Central Valley Construction

CONTRACT DATE:

In accordance with this Contract and the attached Application For Payment the Contractor is entitled to payment in the amount stipulated below. The present status of the account for this Contract is as follows:

		ADDITIONS \$	DEDUCTIONS \$
Change Orders approved in previous months by Owner — TOTAL			
Subsequent Change Orders			
Number	Approved (date)		
TOTALS			

Net change by Change Orders

\$

ORIGINAL CONTRACT SUM . . \$ 260,400.00
CHANGE ORDERS
TOTAL ADDITIONS . . . \$ -
SUB TOTAL \$ -
TOTAL DEDUCTIONS . . . \$ -
CONTRACT SUM TO DATE . . \$ 260,400.00
BALANCE TO FINISH . . . \$ 239,400.00
TOTAL COMPLETED TO DATE \$ 21,000.00
MATERIALS STORED . . . \$ -
TOTAL COMPLETED & STORED \$ -
RETAINAGE 10 % 2,100.00
TOTAL EARNED LESS
RETAINAGE \$ 18,900.00
LESS PREVIOUS
CERTIFICATES \$ -
THIS CERTIFICATE \$ 18,900.00 ✓

3/24/72 CK#3

Architect: Armstrong and Salomonsky, Ltd.

By: William B. Brown

Date: 3-23-72

This Certificate is not negotiable. It is payable only to the payee named herein and its issuance, payment and acceptance are without prejudice to any rights of the Owner or Contractor under their Contract. If AIA DOCUMENT G702, APPLICATION FOR PAYMENT, or other application form containing satisfactory evidence of payment for Work previously completed DOES NOT ACCOMPANY THIS CERTIFICATE, the Contractor shall first provide the equivalent certification by completing and executing the following:

State of: Virginia

City of: Richmond

The undersigned certifies that the Work covered by this Certificate for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid for Work for which previous Certificates for Payment were issued and payments received, and that the current payment shown herein is now due.

Subscribed and sworn to before me this

23 day of March 19 72.

Notary Public: Elizabeth J. Clow

My Commission expires: May 23, 1971

Contractor: Central Valley Construction Company

By: John M. Schwallie

Date: March 23, 1972

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APPLICATION FOR PAYMENT

AIA DOCUMENT G702

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

☐
☐
☐
☐

PROJECT: SITEWORK - Chippenham Mall
(name, address) U. S. Route 360 West, Elkhardt Rd., & Chippenham Pky.
Richmond, Virginia

TO (Owner)

B. L. T. Associates
7148 Hull Street Road
Richmond, Virginia 23235

DATE OF APPLICATION: March 30, 1972

APPLICATION NO: 1-A

PERIOD FROM: 11-29-71 TO: 3-30-72

State of: Virginia

County of: Richmond

The undersigned certifies that the Work herein has been completed in accordance with the Contract Documents, that all amounts have been paid for items for which previous Certificates for Payment were issued and payments received, and that the current payment is now due.

CENTRAL VALLEY CONSTRUCTION COMPANY, INC.

Contractor

P. O. Box 8809, Richmond, Virginia 23225

Address

By John M. Showalter Date 3-30-72

Subscribed and sworn to before me this

30th day of March, 19 72

Application is made for Payment, as shown below, in connection with this Contract.

TOTAL COMPLETED TO DATE (F below)	<u>37,050.00</u>
STORED MATERIALS (see attached list)	<u>-0-</u>
TOTAL COMPLETED & STORED	<u>37,050.00</u>
RETAINAGE %	<u>3,705.00</u>
TOTAL EARNED LESS RETAINAGE	<u>33,345.00</u>
LESS PREVIOUS PAYMENTS	<u>18,900.00</u>
CURRENT PAYMENT DUE	<u>14,445.00</u>

Notary Public:

My Commission Expires: May 23, 1975

ITEM No. A	DESCRIPTION OF WORK B	SCHEDULED VALUE C	PREVIOUS APPLICATIONS D	THIS APPLICATION E	%	COMPLETED TO DATE F	BALANCE TO FINISH G
1.	Relocate House (Allowance)	7,500.00	7,000.00	500.00	100	7,500.00	-0-
2.	Site Clear and Grade	39,400.00	14,000.00	15,550.00	75	29,550.00	9,850.00
3.	Utilities, Storm & Sanitary	74,000.00	-0-	-0-	-0-	-0-	74,000.00
4.	Concrete Walks, Curb, Gutter Island	40,000.00	-0-	-0-	-0-	-0-	40,000.00
5.	Paving and Markings	99,500.00	-0-	-0-	-0-	-0-	99,500.00
XXXXXXXXXXXX TOTAL		260,400.00	21,000.00	16,050.00		37,050.00	223,350.00

CERTIFICATE FOR PAYMENT

AIA DOCUMENT G703

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

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*Paid # 101
4-1-72*

PROJECT: SITEWORK - Chippenham Mall
(name, address) U.S. Route 360 West, Elkhardt Rd.
& Chippenham Pky.
TO (Owner) Richmond, Virginia

CERTIFICATE NUMBER: 1-A

PERIOD FROM 11-29-71 TO 3-30-72

ARCHITECT'S PROJECT NO:

CONTRACTOR: Central Valley Construction

B.L.T. Associates
7148 Hull Street Road
Richmond, Virginia 23235

CONTRACT DATE:

In accordance with this Contract and the attached Application For Payment the Contractor is entitled to payment in the amount stipulated below. The present status of the account for this Contract is as follows:

		ADDITIONS \$	DEDUCTIONS \$
Change Orders approved in previous months by Owner — TOTAL			
Subsequent Change Orders			
Number	Approved (date)		
TOTALS			

Net change by Change Orders

\$

ORIGINAL CONTRACT SUM . . \$ 260,400.00
CHANGE ORDERS
TOTAL ADDITIONS . . . \$ -0-
SUB TOTAL \$ -0-
TOTAL DEDUCTIONS . . . \$ -0-
CONTRACT SUM TO DATE . . \$ 260,400.00
BALANCE TO FINISH . . . \$ 223,350.00
TOTAL COMPLETED TO DATE \$ 37,050.00
MATERIALS STORED . . . \$ -0-
TOTAL COMPLETED & STORED \$ -0-
RETAINAGE 10 % . . . 3,705.00
TOTAL EARNED LESS
RETAINAGE \$ 33,345.00
LESS PREVIOUS
CERTIFICATES \$ 18,900.00
THIS CERTIFICATE \$ 14,445.00 ✓

4/1/72 CR # 101

Architect: Armstrong and Salomonsky, Ltd.

By:

Date: 3-30-72

This Certificate is not negotiable. It is payable only to the payee named herein and its issuance, payment and acceptance are without prejudice to any rights of the Owner or Contractor under their Contract. If AIA DOCUMENT G702, APPLICATION FOR PAYMENT, or other application form containing satisfactory evidence of payment for Work previously completed DOES NOT ACCOMPANY THIS CERTIFICATE, the Contractor shall first provide the equivalent certification by completing and executing the following:

State of: Virginia

Subscribed and sworn to before me this

City of: Richmond

30th day of March 19 72.

The undersigned certifies that the Work covered by this Certificate for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid for Work for which previous Certificates for Payment were issued and payments received, and that the current payment shown herein is now due.

Notary Public: *Elizabeth J. Clarke*

My Commission expires: May 23, 1975

Contractor: Central Valley Construction Company, Inc.

By:

Date: March 30, 1972

John M. Showalter
John M. Showalter

259

APPLICATION FOR PAYMENT

AIA DOCUMENT G702

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

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PROJECT: SITWORK - Chippenham Mall
(name, address) U.S. Route 360 West, Elkhardt Rd. & Chippenham Pky.
Richmond, Virginia

TO (Owner)

B. L. T. Associates
7148 Hull Street Road
Richmond, Virginia 23235

DATE OF APPLICATION: June 1, 1972

APPLICATION NO: Two (2)

PERIOD FROM: 3-31-72 TO: 5-31-72

State of: Virginia

County of: Richmond

The undersigned certifies that the Work herein has been completed in accordance with the Contract Documents, that all amounts have been paid for items for which previous Certificates for Payment were issued and payments received, and that the current payment is now due.

Central Valley Construction Co., Inc.

Contractor

P. O. Box 8809, Richmond, Va. 23225

Address

By John M. Showalter Date June 1, 1972

Subscribed and sworn to before me this

1st day of June, 19 72.

Notary Public: Elizabeth J. Davis

My Commission Expires: May 23, 1972

Application is made for Payment, as shown below, in connection with this Contract.

TOTAL COMPLETED TO DATE (F below)	<u>41,850.00</u>
STORED MATERIALS (see attached list)	<u>-0-</u>
TOTAL COMPLETED & STORED	<u>41,850.00</u>
RETAINAGE 10 %	<u>4,185.00</u>
TOTAL EARNED LESS RETAINAGE	<u>37,665.00</u>
LESS PREVIOUS PAYMENTS	<u>33,345.00</u>
CURRENT PAYMENT DUE	<u>4,320.00</u>

ITEM No. A	DESCRIPTION OF WORK B	SCHEDULED VALUE C	PREVIOUS APPLICATIONS D	THIS APPLICATION E	%	COMPLETED TO DATE F	BALANCE TO FINISH G
	<u>SITWORK</u>						
1.	Relocate House (Allowance)	7,500.	7,500.	-0-	100	7,500.	-0-
2.	Site Clear & Grade	39,400.	29,550.	4,800.	87	34,350.	5,050.
3.	Utilities, Storm & Sanitary	74,000.	-0-	-0-	-0-	-0-	74,000.
4.	Concrete Walks, Curb Gutter, Island	40,000.	-0-	-0-	-0-	-0-	40,000.
5.	Paving & Markings	99,500.	-0-	-0-	-0-	-0-	99,500.
			260				
	XXXXXXXXXX TOTAL	260,400.	37,050.	4,800.		41,850.	218,550.

CERTIFICATE FOR PAYMENT

AIA DOCUMENT G703

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

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PROJECT: SITWORK - Chippenham Mall
(name, address) U.S. Route 360 West, Elkhardt Rd.
& Chippenham Pky.
TO (Owner) Richmond, Virginia

B.L.T. Associates
7148 Hull Street Road
Richmond, Virginia 23235

CERTIFICATE NUMBER: Two (2)

PERIOD FROM 3-31-72 TO 5-31-72

ARCHITECT'S PROJECT NO:

CONTRACTOR: Central Valley Construction

CONTRACT DATE:

In accordance with this Contract and the attached Application For Payment the Contractor is entitled to payment in the amount stipulated below. The present status of the account for this Contract is as follows:

		ADDITIONS \$	DEDUCTIONS \$
Change Orders approved in previous months by Owner — TOTAL			
Subsequent Change Orders			
Number	Approved (date)		
TOTALS			

Net change by Change Orders

\$

ORIGINAL CONTRACT SUM . . \$ 260,400.00
CHANGE ORDERS
TOTAL ADDITIONS . . . \$ -0-
SUB TOTAL \$ -0-
TOTAL DEDUCTIONS . . . \$ -0-
CONTRACT SUM TO DATE . . \$ 260,400.00
BALANCE TO FINISH . . . \$ 218,550.00
TOTAL COMPLETED TO DATE \$ 41,850.00
MATERIALS STORED . . . \$ -0-
TOTAL COMPLETED & STORED \$ -0-
RETAINAGE 10 % 4,185.00
TOTAL EARNED LESS
RETAINAGE \$ 37,665.00
LESS PREVIOUS
CERTIFICATES \$ 33,345.00
THIS CERTIFICATE \$ 4,320.00

Architect: Armstrong and Salomonsky, Ltd.

By: [Signature]

Date: June 1, 1972

This Certificate is not negotiable. It is payable only to the payee named herein and its issuance, payment and acceptance are without prejudice to any rights of the Owner or Contractor under their Contract. If AIA DOCUMENT G702, APPLICATION FOR PAYMENT, or other application form containing satisfactory evidence of payment for Work previously completed DOES NOT ACCOMPANY THIS CERTIFICATE, the Contractor shall first provide the equivalent certification by completing and executing the following:

State of: Virginia

City of: Richmond
City

The undersigned certifies that the Work covered by this Certificate for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid for Work for which previous Certificates for Payment were issued and payments received, and that the current payment shown herein is now due.

Subscribed and sworn to before me this

1st day of June 19 72

Notary Public: [Signature]

My Commission expires: May 23, 1975

Contractor: Central Valley Construction Company, Inc.

By: [Signature]
John M. Showalter

Date: June 1, 1972

AIA DOCUMENT G702

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

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TO (Owner)

B.L.T. Associates
7148 Hull Street Road
Richmond, Virginia 23235

APPLICATION NO: Three (3)

PERIOD FROM: 6-1-72 TO: 6-30-72

State of: Virginia
County of: Richmond

The undersigned certifies that the Work herein has been completed in accordance with the Contract Documents, that all amounts have been paid for items for which previous Certificates for Payment were issued and payments received, and that the current payment is now due.

CENTRAL VALLEY CONSTRUCTION COMPANY, INC.
Contractor
P. O. Box 8809, Richmond, Virginia 23225
Address

By John M. Showalter June 30, 1972
Date

Subscribed and sworn to before me this
30th day of June

Application is made for Payment, as shown below,
in connection with this Contract.

TOTAL COMPLETED TO DATE (F below)	87,350.00
STORED MATERIALS (see attached list)	-0-
TOTAL COMPLETED & STORED	87,350.00
RETAINAGE 10 %	8,735.00
TOTAL EARNED LESS RETAINAGE	78,615.00
LESS PREVIOUS PAYMENTS	37,665.00
CURRENT PAYMENT DUE	40,950.00

Notary Public:

My Commission Expires: May 23, 1975

[illegible]

APPLICATION FOR PAYMENT

AIA DOCUMENT G702

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT: SITEWORK - Chippenham Mall
(name, address) U.S. Route 360 West, Elkhardt Rd. & Chippenham Pky.
Richmond, Virginia

TO (Owner)

B. L. T. Associates
7148 Hull Street Road
Richmond, Virginia 23235

DATE OF APPLICATION: August 1, 1972

APPLICATION NO: Four (4)

PERIOD FROM: 6-30-72 TO: 7-31-72

State of: Virginia
County of: Richmond

The undersigned certifies that the Work herein has been completed in accordance with the Contract Documents, that all amounts have been paid for items for which previous Certificates for Payment were issued and payments received, and that the current payment is now due.

CENTRAL VALLEY CONSTRUCTION COMPANY, INC.
Contractor

P. O. Box 8809, Richmond, Virginia 23225

Address: John M. Showalter August 1, 1972
By John M. Showalter Date

Subscribed and sworn to before me this

1st day of August, 1972

Notary Public: Robert L. J. Brown

My Commission Expires: May 23, 1975

Application is made for Payment, as shown below, in connection with this Contract.

TOTAL COMPLETED TO DATE (F below)	121,850.00
STORED MATERIALS (see attached list)	-0-
TOTAL COMPLETED & STORED	121,850.00
RETAINAGE 10 %	12,185.00
TOTAL EARNED LESS RETAINAGE	109,665.00
LESS PREVIOUS PAYMENTS	78,615.00
CURRENT PAYMENT DUE	31,050.00

ITEM No. A	DESCRIPTION OF WORK B	SCHEDULED VALUE C	PREVIOUS APPLICATIONS D	THIS APPLICATION E	%	COMPLETED TO DATE F	BALANCE TO FINISH G
	<u>SITEWORK</u>						
1.	Relocate House (Allowance)	7,500.	7,500.	-0-	100	7,500.	-0-
2.	Site Clear & Grade	39,400.	38,350.	-0-	97	38,350.	1,050.
3.	Utilities, Store & Sanitary	74,000.	41,500.	32,500.	100	74,000.	-0-
4.	Concrete Walks, Curb, Gutter, Island	40,000.	-0-	2,000.	05	2,000.	38,000.
5.	Paving & Markings	99,500.	-0-	-0-	-0-	-0-	99,500.
	XXXXXXX TOTAL	260,400.	87,350.	34,500.		121,850.	138,550.

CERTIFICATE FOR PAYMENT

AIA DOCUMENT G703

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

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PROJECT: SITWORK - Chippenham Mall
(name, address) U.S. Route 360 West, Elkhardt Rd.
& Chippenham Parkway
Richmond, Virginia

CERTIFICATE NUMBER: Four (4)

PERIOD FROM 6-30-72 TO 7-31-72

TO (Owner)

B. L. T. Associates
7148 Hull Street Road
Richmond, Virginia 23235

ARCHITECT'S PROJECT NO:

CONTRACTOR: Central Valley Construction

CONTRACT DATE:

In accordance with this Contract and the attached Application For Payment the Contractor is entitled to payment in the amount stipulated below. The present status of the account for this Contract is as follows:

		ADDITIONS \$	DEDUCTIONS \$
Change Orders approved in previous months by Owner — TOTAL			
Subsequent Change Orders			
Number	Approved (date)		
TOTALS			

ORIGINAL CONTRACT SUM . . \$ 260,400.00
CHANGE ORDERS
TOTAL ADDITIONS . . . \$ -0-
SUB TOTAL \$ -0-
TOTAL DEDUCTIONS . . . \$ -0-
CONTRACT SUM TO DATE . . \$ 260,400.00
BALANCE TO FINISH . . \$ 138,550.00
TOTAL COMPLETED TO DATE \$ 121,850.00
MATERIALS STORED . . . \$ -0-
TOTAL COMPLETED & STORED \$ -0-
RETAINAGE 10 % 12,185.00
TOTAL EARNED LESS
RETAINAGE \$ 109,665.00
LESS PREVIOUS
CERTIFICATES \$ 78,615.00
THIS CERTIFICATE \$ 31,050.00

Net change by Change Orders \$

Architect: Armstrong and Salomonsky, Ltd.

By:

Date: August 1, 1972

This Certificate is not negotiable. It is payable only to the payee named herein and its issuance, payment and acceptance are without prejudice to any rights of the Owner or Contractor under their Contract. If AIA DOCUMENT G702, APPLICATION FOR PAYMENT, or other application form containing satisfactory evidence of payment for Work previously completed DOES NOT ACCOMPANY THIS CERTIFICATE, the Contractor shall first provide the equivalent certification by completing and executing the following:

State of: Virginia

City of: Richmond

The undersigned certifies that the Work covered by this Certificate for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid for Work for which previous Certificates for Payment were issued and payments received, and that the current payment shown herein is now due.

Subscribed and sworn to before me this

1st day of August 19 72 .

Notary Public: [Signature]

My Commission expires: May 23, 1975

Contractor: CENTRAL VALLEY CONSTRUCTION COMPANY, INC.

By:

Date: August 1, 1972

John M. Showalter

264

APPLICATION FOR PAYMENT

AIA DOCUMENT G702

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

PROJECT: SITEWORK - Chippenham Mall
(name, address) U.S. Route 360 West, Elkhardt Rd. & Chippenham Parkway
Richmond, Virginia

TO (Owner)

B. L. T. Associates
7148 Hull Street Road
Richmond, Virginia 23235

DATE OF APPLICATION: September 1, 1972

APPLICATION NO: Five (5)

PERIOD FROM: 8-1-72 TO: 8-31-72

State of: Virginia
County of: Richmond

The undersigned certifies that the Work herein has been completed in accordance with the Contract Documents, that all amounts have been paid for items for which previous Certificates for Payment were issued and payments received, and that the current payment is now due.

Central Valley Construction Company, Inc.
Contractor

P. O. Box 8809, Richmond, Virginia 23225
Address

By John M. Showalter Date 9-1-92

Subscribed and sworn to before me this

1st day of September, 19 72.

Notary Public: John M. Showalter

My Commission Expires: May 23, 1975

Application is made for Payment, as shown below, in connection with this Contract.

TOTAL COMPLETED TO DATE (F below)	<u>159,556.00</u>
STORED MATERIALS (see attached list)	<u>-0-</u>
TOTAL COMPLETED & STORED	<u>159,556.00</u>
RETAINAGE 10 %	<u>15,955.60</u>
TOTAL EARNED LESS RETAINAGE	<u>143,600.40</u>
LESS PREVIOUS PAYMENTS	<u>109,665.00</u>
CURRENT PAYMENT DUE	<u>33,935.40</u>

ITEM No. A	DESCRIPTION OF WORK B	SCHEDULED VALUE C	PREVIOUS APPLICATIONS D	THIS APPLICATION E	%	COMPLETED TO DATE F	BALANCE TO FINISH G
	<u>SITEWORK</u>						
1.	Relocate Housr (Allowance)	7,500.	7,500.	-0-	100	7,500.	-0-
2.	Site Clear and Grade	39,400.	38,350.	1,050.	100	39,400.	-0-
3.	Utilities, Storm & Sanitary	74,000.	74,000.	-0-	100	74,000.	-0-
4.	Concrete Walks, Curb Gutter, Island	40,000.	2,000.	9,500.	28	11,500.	28,500.
5.	Paving & Markings	99,500.	-0-	-0-	-0-	-0-	99,500.
#1	C.O. Relocate House	+ 2,402.	-0-	2,402.	100	2,402.	-0-
#2	C.O. Site & Grade (To Date)	+ 32,111.	-0-	32,111.	100	32,111.	-0-
#3	C.O. Utilities	- 7,357.	-0-	- 7,357.	100	- 7,357.	-0-
XXXXXXX TOTAL		287,556.	121,850.	37,706.		159,556.	128,000.

265

CERTIFICATE FOR PAYMENT

AIA DOCUMENT G703

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

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PROJECT: SITEWORK - Chippenham Mall
(name, address) U.S. Route 260 West, Elkhardt Rd.
& Chippenham Parkway
TO (Owner) Richmond, Virginia

CERTIFICATE NUMBER: Five (5)

PERIOD FROM 8-1-72 TO 8-31-72

ARCHITECT'S PROJECT NO:

CONTRACTOR: Central Valley Construction

B. L. T. Associates
7148 Hull Street Road
Richmond, Virginia 23235

CONTRACT DATE:

In accordance with this Contract and the attached Application For Payment the Contractor is entitled to payment in the amount stipulated below. The present status of the account for this Contract is as follows:

		ADDITIONS \$	DEDUCTIONS \$
Change Orders approved in previous months by Owner — TOTAL			
Subsequent Change Orders			
Number	Approved (date)		
TOTALS			

ORIGINAL CONTRACT SUM . . \$ 260,400.00
CHANGE ORDERS
TOTAL ADDITIONS . . . \$ 34,513.00
SUB TOTAL \$ 294,913.00
TOTAL DEDUCTIONS . . . \$ 7,357.00
CONTRACT SUM TO DATE . . \$ 287,556.00
BALANCE TO FINISH . . . \$ 128,000.00
TOTAL COMPLETED TO DATE \$ 159,556.00
MATERIALS STORED . . . \$ -0-
TOTAL COMPLETED & STORED \$ 159,556.00
RETAINAGE 10 % . . . \$ 15,955.60
TOTAL EARNED LESS
RETAINAGE \$ 143,600.40
LESS PREVIOUS
CERTIFICATES \$ 109,665.00
THIS CERTIFICATE \$ 33,935.40

Net change by Change Orders \$ _____

Architect: Armstrong and Balchowsky, Ltd.

By: [Signature]

Date: September 1, 1972

This Certificate is not negotiable. It is payable only to the payee named herein and its issuance, payment and acceptance are without prejudice to any rights of the Owner or Contractor under their Contract. If AIA DOCUMENT G702, APPLICATION FOR PAYMENT, or other application form containing satisfactory evidence of payment for Work previously completed DOES NOT ACCOMPANY THIS CERTIFICATE, the Contractor shall first provide the equivalent certification by completing and executing the following:

State of: Virginia

Subscribed and sworn to before me this

City ~~County~~ of: Richmond

1st day of September 19 72.

The undersigned certifies that the Work covered by this Certificate for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid for Work for which previous Certificates for Payment were issued and payments received, and that the current payment shown herein is now due.

Notary Public: [Signature]

My Commission expires: May 23, 1972

Contractor: CENTRAL VALLEY CONSTRUCTION COMPANY, INC.

By: [Signature]
John M. Showalter

Date: September 1, 1972

266

APPLICATION FOR PAYMENT

AIA DOCUMENT G702

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT: SITWORK - Chippenham Mall
(name, address) U.S. Route 360 West, Elkhartd Rd. & Chippenham Pky.
Richmond, Virginia

TO (Owner)

B. L. T. Associates
7148 Hull Street Road
Richmond, Virginia 23235

DATE OF APPLICATION: October 1, 1972

APPLICATION NO: Six (6)

PERIOD FROM: 9-1-72 TO: 9-30-92

State of: Virginia
County of: Richmond

The undersigned certifies that the Work herein has been completed in accordance with the Contract Documents, that all amounts have been paid for items for which previous Certificates for Payment were issued and payments received, and that the current payment is now due.

Central Valley Construction Company, Inc.
Contractor

P. O. Box 8809, Richmond, Virginia 23225

Address John M. Showalter Sept. 30, 1972
By John M. Showalter Date

Subscribed and sworn to before me this

30th day of September, 19 72.

Notary Public: E. Lyndell J. Clower

My Commission Expires: May 23, 1975

Application is made for Payment, as shown below, in connection with this Contract.

TOTAL COMPLETED TO DATE (F below)	<u>224,747.00</u>
STORED MATERIALS (see attached list)	<u>-0-</u>
TOTAL COMPLETED & STORED	<u>224,747.00</u>
RETAINAGE 10 %	<u>22,474.70</u>
TOTAL EARNED LESS RETAINAGE	<u>202,272.30</u>
LESS PREVIOUS PAYMENTS	<u>143,600.40</u>
CURRENT PAYMENT DUE	<u>58,671.90</u>

ITEM No. A	DESCRIPTION OF WORK B	SCHEDULED VALUE C	PREVIOUS APPLICATIONS D	THIS APPLICATION E	%	COMPLETED TO DATE F	BALANCE TO FINISH G
	<u>SITWORK</u>						
1.	Relocate House (Allowance)	7,500.	7,500.	-0-	100	7,500.	-0-
2.	Site Clear & Grade	39,400.	39,400.	-0-	100	39,400.	-0-
3.	Utilities, Storm&Sanitary	74,000.	74,000.	-0-	100	74,000.	-0-
4.	Concrete Walks, Curb, Gutter, Island	40,000.	11,500.	12,000.	58	23,500.	16,500.
5.	Paving & Markings	99,500.	-0-	42,000.	42	42,000.	57,500.
#1	C.O. Relocate House	+ 2,402.	2,402.	-0-	100	2,402.	-0-
#2	C.O. Site & Grade	+ 32,111.	32,111.	-0-	100	32,111.	-0-
#3	C.O. Utilities	- 7,357.	- 7,357.	-0-	100	- 7,357.	-0-
#4	C.O. Site&Grade (To Date)	+ 19,191.	-0-	19,191.	100	19,191.	-0-
#5	C.O. Omit Islands & Curbs	- 8,000.	-0-	- 8,000.	100	- 8,000.	-0-
				267			
	THE TOTAL FOR TOTAL	298,747.	159,556.	65,191.		224,747.	74,000.

AI4 DOCUMENT G703

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

TO (Owner)

SITEWORK - Chippenham Mall
U.S. Route 360 West, Elkhardt Rd.
& Chippenham Parkway
Richmond, Virginia.

CERTIFICATE NUMBER: Six (6)

PERIOD FROM 9-1-72 TO 9-30-72

ARCHITECT'S PROJECT NO:

CONTRACTOR:Central Valley Construction

B. L. T. Associates
7148 Hull Street Road
Richmond, Virginia 23235

CONTRACT DATE:

In accordance with this Contract and the attached Application For Payment the Contractor is entitled to payment in the amount stipulated below. The present status of the account for this Contract is as follows:

		ADDITIONS \$	DEDUCTIONS \$
Change Orders approved in previous months by Owner — TOTAL			
Subsequent Change Orders			
Number	Approved (date)		
TOTALS			

Net change by Change Orders \$_____

ORIGINAL CONTRACT SUM	\$ 260,400.00
CHANGE ORDERS	
TOTAL ADDITIONS	\$ 53,704.00
SUB TOTAL	\$ 314,104.00
TOTAL DEDUCTIONS	\$ 15,357.00
CONTRACT SUM TO DATE	\$ 298,747.00
BALANCE TO FINISH	\$ 74,000.00
TOTAL COMPLETED TO DATE	\$ 224,747.00
MATERIALS STORED	\$ -0-
TOTAL COMPLETED & STORED	\$ 224,747.00
RETAINAGE <u>10</u> %	22,474.70
TOTAL EARNED LESS	
RETAINAGE	\$ 202,272.30
LESS PREVIOUS	
CERTIFICATES	\$ 143,600.40
THIS CERTIFICATE	\$ 58,671.90

Architect: Armstrong and Salomonsky, Inc.

By:

Date: October 1, 1972

This Certificate is not negotiable. It is payable only to the payee named herein and its issuance, payment and acceptance are without prejudice to any rights of the Owner or Contractor under their Contract. If AIA DOCUMENT G702, APPLICATION FOR PAYMENT, or other application form containing satisfactory evidence of payment for Work previously completed DOES NOT ACCOMPANY THIS CERTIFICATE, the Contractor shall first provide the equivalent certification by completing and executing the following:

State of: Virginia

Subscribed and sworn to before me this

City ~~County~~ of: Richmond

30th day of September 19 72 .

The undersigned certifies that the Work covered by this Certificate for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid for Work for which previous Certificates for Payment were issued and payments received, and that the current payment shown herein is now due.

Notary Public: *Elizabeth J. Chowen*

My Commission expires: May 23, 1972

Contractor: CENTRAL VALLEY CONSTRUCTION COMPANY, INC.

By:

Date: September 30, 1972

John M. Showalter

268

APPLICATION FOR PAYMENT

AIA DOCUMENT G702

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

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PROJECT: SITWORK - Chippenham Mall
(name, address) U.S. Route 360 West, Elkhardt Rd. & Chippenham Pky.
Richmond, Virginia

TO (Owner)

B. L. T. Associates
7148 Hull Street Road
Richmond, Virginia 23235

DATE OF APPLICATION: November 1, 1972

APPLICATION NO: Seven (7)

PERIOD FROM: 10-1-72 TO: 10-31-72

State of: Virginia
County of: Richmond

The undersigned certifies that the Work herein has been completed in accordance with the Contract Documents, that all amounts have been paid for items for which previous Certificates for Payment were issued and payments received, and that the current payment is now due.

Central Valley Construction Company, Inc.
Contractor

P. O. Box 8809, Richmond, Virginia 23225

Address: John M. Showalter November 1, 1972
By John M. Showalter Date

Subscribed and sworn to before me this

1st day of November, 19 72.

Notary Public: E. Elizabeth J. Clower

My Commission Expires: May 23, 1975

Application is made for Payment, as shown below, in connection with this Contract.

TOTAL COMPLETED TO DATE (F below)	<u>275,727.00</u>
STORED MATERIALS (see attached list)	<u>-0-</u>
TOTAL COMPLETED & STORED	<u>275,727.00</u>
RETAINAGE 10 %	<u>27,572.70</u>
TOTAL EARNED LESS RETAINAGE	<u>248,154.30</u>
LESS PREVIOUS PAYMENTS	<u>202,272.30</u>
CURRENT PAYMENT DUE	<u>45,882.00</u>

ITEM No. A	DESCRIPTION OF WORK B	SCHEDULED VALUE C	PREVIOUS APPLICATIONS D	THIS APPLICATION E	%	COMPLETED TO DATE F	BALANCE TO FINISH G
	<u>SITWORK</u>						
1.	Relocate House (Allowance)	7,500.	7,500.	-0-	100	7,500.	-0-
2.	Site Clear & Grade	39,400.	39,400.	-0-	100	39,400.	-0-
3.	Utilities, Store & Sanitary	74,000.	74,000.	-0-	100	74,000.	-0-
4.	Concrete Walks, Curb, Gutter and Island	40,000.	23,500.	3,000.	66	26,500.	13,500.
5.	Paving & Markings	99,500.	42,000.	44,000.	86	86,000.	13,500.
#1	C.O. Relocate House	+ 2,402.	2,402.	-0-	100	2,402.	-0-
#2	C.O. Site & Grade	+ 32,111.	32,111.	-0-	100	32,111.	-0-
#3	C.O. Utilities	- 7,357.	- 7,357.	-0-	100	- 7,357.	-0-
#4	C.O. Site & Grade	+ 19,191.	+ 19,191.	-0-	100	+ 19,191.	-0-
#5	C.O. Omit Islands & Curbs	- 8,000.	- 8,000.	-0-	100	- 8,000.	-0-
#6	C.O. Grade Change @ Curb	+ 3,980.	-0-	3,980.	100	+ 3,980.	-0-
			269				
	Sub Total TOTAL	302,727.	224,747.	50,980.		275,727.	27,000.

CERTIFICATE FOR PAYMENT

AIA DOCUMENT G703

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

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687-

45,882.00

12,820.00

42.930

101,682

PROJECT: SITework - Chippenham Mall
U.S. Route 360 West, Elkhardt Rd.
(name, address) & Chippenham Parkway
Richmond, Virginia

CERTIFICATE NUMBER: Seven (7)

PERIOD FROM 10-1-72 TO 10-31-72

TO (Owner)

ARCHITECT'S PROJECT NO:

B. L. T. Associates
7148 Hull Street Road
Richmond, Virginia 23235

CONTRACTOR: Central Valley Construction Co

CONTRACT DATE:

In accordance with this Contract and the attached Application For Payment the Contractor is entitled to payment in the amount stipulated below. The present status of the account for this Contract is as follows:

		ADDITIONS \$	DEDUCTIONS \$
Change Orders approved in previous months by Owner — TOTAL			
Subsequent Change Orders			
Number	Approved (date)		
TOTALS			

ORIGINAL CONTRACT SUM . . \$ 260,400.00
CHANGE ORDERS
TOTAL ADDITIONS . . \$ 57,684.00
SUB TOTAL \$ 318,084.00
TOTAL DEDUCTIONS . . \$ 15,357.00
CONTRACT SUM TO DATE . . \$ 302,727.00
BALANCE TO FINISH . . \$ 27,000.00
TOTAL COMPLETED TO DATE \$ 275,727.00
MATERIALS STORED . . \$ -0-
TOTAL COMPLETED & STORED \$ 275,727.00
RETAINAGE 10% 27,572.70
TOTAL EARNED LESS
RETAINAGE \$ 248,154.30
LESS PREVIOUS
CERTIFICATES \$ 202,272.30
THIS CERTIFICATE \$ 45,882.00

Net change by Change Orders \$

Architect: Armstrong and Salomonsky, Ltd.

By:

Date: November 1, 1972

This Certificate is not negotiable. It is payable only to the payee named herein and its issuance, payment and acceptance are without prejudice to any rights of the Owner or Contractor under their Contract. If AIA DOCUMENT G702, APPLICATION FOR PAYMENT, or other application form containing satisfactory evidence of payment for Work previously completed DOES NOT ACCOMPANY THIS CERTIFICATE, the Contractor shall first provide the equivalent certification by completing and executing the following:

State of: Virginia

Subscribed and sworn to before me this

City of: Richmond

1st day of November 19 72 .

The undersigned certifies that the Work covered by this Certificate for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid for Work for which previous Certificates for Payment were issued and payments received, and that the current payment shown herein is now due.

Notary Public: Elizabeth J. Clouse

My Commission expires: May 23, 1975

Contractor: Central Valley Construction Company, Inc.

By:

Date: November 1, 1972

John M. Showalter

270

APPLICATION FOR PAYMENT

AIA DOCUMENT G702

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER



PROJECT: SITWORK - Chippenham Mall
(name, address) U.S. Route 360 West, Elkhardt Rd. & Chippenham Pky.
Richmond, Virginia

TO (Owner)

B. L. T. Associates
7148 Hull Street Road
Richmond, Virginia 23235

DATE OF APPLICATION: January 15, 1973

APPLICATION NO: Eight (8)

PERIOD FROM: 10-31-72 TO: 12-31-72

State of: Virginia
County of: Richmond

The undersigned certifies that the Work herein has been completed in accordance with the Contract Documents, that all amounts have been paid for items for which previous Certificates for Payment were issued and payments received, and that the current payment is now due.

Central Valley Construction Company, Inc.
Contractor
P. O. Box 8809, Richmond, Virginia 23225
Address

By John M. Showalter Jan. 15, 1973
Date

Subscribed and sworn to before me this
15th day of January, 1973.

Notary Public:

My Commission Expires: May 23, 1975

Application is made for Payment, as shown below, in connection with this Contract.

TOTAL COMPLETED TO DATE (F below)	<u>279,227.00</u>
STORED MATERIALS (see attached list)	<u>-0-</u>
TOTAL COMPLETED & STORED	<u>279,227.00</u>
RETAINAGE 10 %	<u>27,922.70</u>
TOTAL EARNED LESS RETAINAGE	<u>251,304.30</u>
LESS PREVIOUS PAYMENTS	<u>248,154.30</u>
CURRENT PAYMENT DUE	<u>3,150.00</u>

ITEM No. A	DESCRIPTION OF WORK B	SCHEDULED VALUE C	PREVIOUS APPLICATIONS D	THIS APPLICATION E	%	COMPLETED TO DATE F	BALANCE TO FINISH G
	<u>SITWORK</u>						
1.	Relocate House (Allowance)	7,500.	7,500.	-0-	100	7,500.	-0-
2.	Site Clear & Grade	39,400.	39,400.	-0-	100	39,400.	-0-
3.	Utilities, Storm & Sanitary	74,000.	74,000.	-0-	100	74,000.	-0-
4.	Concrete Walks, Curb, Gutter, Island	40,000.	26,500.	3,500.	75	30,000.	10,000.
5.	Paving & Markings	99,500.	86,000.	-0-	86	86,000.	13,500.
#1	C.O. Relocate House	+ 2,402.	+ 2,402.	-0-	100	+ 2,402.	-0-
#2	C.O. Site & Grade	+ 32,111.	+ 32,111.	-0-	100	+ 32,111.	-0-
#3	C.O. Utilities	- 7,357.	- 7,357.	-0-	100	- 7,357.	-0-
#4	C.O. Site & Grade	+ 19,191.	+ 19,191.	-0-	100	+ 19,191.	-0-
#5	C.O. Omit Islands & Curbs	- 8,000.	- 8,000.	-0-	100	- 8,000.	-0-
#6	C.O. Grade Change @ Curb	+ 3,980.	+ 3,980.	-0-	100	+ 3,980.	-0-
				271			
	Subtotal TOTAL	302,727.	275,727.	3,500.		279,227.	23,500.

CERTIFICATE FOR PAYMENT

AIA DOCUMENT G703

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

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PROJECT: SITEWORK - Chippenham Mall
(name, address) U.S. Route 360 West, Elkhardt Rd.
& Chippenham Parkway
Richmond, Virginia

CERTIFICATE NUMBER: Eight (8)

PERIOD FROM 10-31-72 TO 12-31-72

TO (Owner)

ARCHITECT'S PROJECT NO:

B. L. T. Associates
7148 Hull Street Road
Richmond, Virginia 23235

CONTRACTOR: Central Valley Construction Co.

CONTRACT DATE:

In accordance with this Contract and the attached Application For Payment the Contractor is entitled to payment in the amount stipulated below. The present status of the account for this Contract is as follows:

		ADDITIONS \$	DEDUCTIONS \$
Change Orders approved in previous months by Owner — TOTAL			
Subsequent Change Orders			
Number	Approved (date)		
TOTALS			

ORIGINAL CONTRACT SUM . . \$ 260,400.00
CHANGE ORDERS
TOTAL ADDITIONS . . . \$ 57,684.00
SUB TOTAL \$ 318,084.00
TOTAL DEDUCTIONS . . . \$ 15,357.00
CONTRACT SUM TO DATE . . \$ 302,727.00
BALANCE TO FINISH . . . \$ 23,500.00
TOTAL COMPLETED TO DATE \$ 279,227.00
MATERIALS STORED . . . \$ -0-
TOTAL COMPLETED & STORED \$ 279,227.00
RETAINAGE 10 % . . . 27,922.70
TOTAL EARNED LESS
RETAINAGE \$ 251,304.30
LESS PREVIOUS
CERTIFICATES \$ 248,154.30
THIS CERTIFICATE \$ 3,150.00

Net change by Change Orders

\$

Architect: Armstrong and Salomonsky, Ltd.

By: [Signature]

Date: January 15, 1973

This Certificate is not negotiable. It is payable only to the payee named herein and its issuance, payment and acceptance are without prejudice to any rights of the Owner or Contractor under their Contract. If AIA DOCUMENT G702, APPLICATION FOR PAYMENT, or other application form containing satisfactory evidence of payment for Work previously completed DOES NOT ACCOMPANY THIS CERTIFICATE, the Contractor shall first provide the equivalent certification by completing and executing the following:

State of: Virginia

Subscribed and sworn to before me this

County of: Richmond

15th day of January 19 73 .

The undersigned certifies that the Work covered by this Certificate for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid for Work for which previous Certificates for Payment were issued and payments received, and that the current payment shown herein is now due.

Notary Public: [Signature]

My Commission expires: May 23, 1975

Contractor: Central Valley Construction Company, Inc.

By: [Signature]
John M. Showalter

Date: January 15, 1973

272

APPLICATION FOR PAYMENT

AIA DOCUMENT G702

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

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PROJECT: W. T. GRANT DEPARTMENT STORE - Job No. R-106
(name, address) U.S. Route 360 West, Elkhardt Rd. & Chippenham Pky.
Richmond, Virginia

TO (Owner)

B. L. T. Associates
7148 Hull Street Road
Richmond, Virginia 23235

DATE OF APPLICATION: March 23, 1972

APPLICATION NO: One (1)

PERIOD FROM: 11-29-71 TO: 3-23-72

State of: Virginia
County of: Richmond

The undersigned certifies that the Work herein has been completed in accordance with the Contract Documents, that all amounts have been paid for items for which previous Certificates for Payment were issued and payments received, and that the current payment is now due.

CENTRAL VALLEY CONSTRUCTION CO., INC.

Contractor

P.O. Box 8809, Richmond, Virginia 23225

Address

By John M. Showalter Date 3-23-72

Subscribed and sworn to before me this

23rd day of March, 1972.

Notary Public

Elizabeth J. Claver

My Commission Expires: May 23, 1975

Application is made for Payment, as shown below, in connection with this Contract.

TOTAL COMPLETED TO DATE (F below)	<u>37,000.00</u>
STORED MATERIALS (see attached list)	<u>-0-</u>
TOTAL COMPLETED & STORED	<u>37,000.00</u>
RETAINAGE 10 %	<u>3,700.00</u>
TOTAL EARNED LESS RETAINAGE	<u>33,300.00</u>
LESS PREVIOUS PAYMENTS	<u>-0-</u>
CURRENT PAYMENT DUE	<u>33,300.00</u>

ITEM No. A	DESCRIPTION OF WORK B	SCHEDULED VALUE C	PREVIOUS APPLICATIONS D	THIS APPLICATION E	%	COMPLETED TO DATE F	BALANCE TO FINISH G
	<u>W. T. GRANT DEPT. STORE</u>						
1.	General Conditions	37,000.	-0-	10,000.	27	10,000.	27,000.
2.	Concrete & Reinforcing	110,656.	-0-	-0-	-0-	-0-	110,656.
3.	Masonry	94,000.	-0-	-0-	-0-	-0-	94,000.
4.	Prestressed Concrete	9,104.	-0-	-0-	-0-	-0-	9,104.
5.	Structural Steel, Joist, and Misc.	96,760.	-0-	27,000.	28	27,000.	69,760.
6.	Insulrock Roof Deck	53,700.	-0-	-0-	-0-	-0-	53,700.
7.	Roofing & Sheet Metal	51,850.	-0-	-0-	-0-	-0-	51,850.
8.	Metal Doors & Frames	3,096.	-0-	-0-	-0-	-0-	3,096.
9.	Overhead Doors	3,587.	-0-	-0-	-0-	-0-	3,587.
10.	Special Doors	4,498.	-0-	-0-	-0-	-0-	4,498.
11.	Carpentry & Millwork	28,406.	-0-	-0-	-0-	-0-	28,406.
12.	Alum. Entrances, Glass and Glaze	16,200.	-0-	-0-	-0-	-0-	16,200.
13.	Facia Panels	36,350.	-0-	-0-	-0-	-0-	36,350.
14.	Drywall Construction	25,875.	-0-	-0-	-0-	-0-	25,875.
15.	Acoustic & Resilient	48,111.	-0-	-0-	-0-	-0-	48,111.
				273			
	SUB TOTAL XXXXXX	619,193.	-0-	37,000.		37,000.	582,193.

APPLICATION FOR PAYMENT

AIA DOCUMENT G702A

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

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CONTINUATION SHEET
APPLICATION NUMBER:

ITEM No. A	DESCRIPTION OF WORK B	SCHEDULED VALUE C	PREVIOUS APPLICATIONS D	THIS APPLICATION E	%	COMPLETED TO DATE F	BALANCE TO FINISH G
	Sub Total Forward	619,193.	-0-	37,000.		37,000.	582,193.
16.	Tile, Marble & Terrazzo	12,169.	-0-	-0-	-0-	-0-	12,169.
17.	Painting & Decorating	12,700.	-0-	-0-	-0-	-0-	12,700.
18.	Caulking	1,405.	-0-	-0-	-0-	-0-	1,405.
19.	Finish Hardware	6,682.	-0-	-0-	-0-	-0-	6,682.
20.	Plumbing, Heating & A/C	199,000.	-0-	-0-	-0-	-0-	199,000.
21.	Electrical	147,600.	-0-	-0-	-0-	-0-	147,600.
22.	Toilet Partitions	1,500.	-0-	-0-	-0-	-0-	1,500.
23.	Toilet Accessories	2,594.	-0-	-0-	-0-	-0-	2,594.
24.	Insulation	2,448.	-0-	-0-	-0-	-0-	2,448.
25.	Automatic Door Operators	6,884.	-0-	-0-	-0-	-0-	6,884.
26.	Aluminum Soffit	1,500.	-0-	-0-	-0-	-0-	1,500.
27.	Sprinkler System	34,327.	-0-	-0-	-0-	-0-	34,327.
28.	Incinerator	10,898.	-0-	-0-	-0-	-0-	10,898.
29.	Auto-Lifts	3,500.	-0-	-0-	-0-	-0-	3,500.
30.	Store Room Shelving	15,000.	-0-	-0-	-0-	-0-	15,000.
31.	Miscellaneous	3,600.	-0-	-0-	-0-	-0-	3,600.
				274			
	SUB TOTAL TOTAL	1,081,000.	-0-	37,000.		37,000.	1,044,000.

CERTIFICATE FOR PAYMENT

AIA DOCUMENT G703

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

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Pl. 3/24/72
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PROJECT: W. T. GRANT DEPARTMENT STORE Job No. R-106
(name, address) U. S. Route 360 West, Elkhardt Rd. CERTIFICATE NUMBER: One (1)
& Chippenham Pky.
Richmond, Virginia

TO (Owner)

B. L. T. Associates
7148 Hull Street Road
Richmond, Virginia

PERIOD FROM 11-29-71 TO 3-23-72

ARCHITECT'S PROJECT NO:

CONTRACTOR: Central Valley Construction

CONTRACT DATE:

In accordance with this Contract and the attached Application For Payment the Contractor is entitled to payment in the amount stipulated below. The present status of the account for this Contract is as follows:

		ADDITIONS \$	DEDUCTIONS \$
Change Orders approved in previous months by Owner — TOTAL			
Subsequent Change Orders			
Number	Approved (date)		
TOTALS			

ORIGINAL CONTRACT SUM . \$1,081,000.

CHANGE ORDERS -

TOTAL ADDITIONS . \$

SUB TOTAL . \$ -

TOTAL DEDUCTIONS . \$ -

CONTRACT SUM TO DATE . \$1,081,000.

BALANCE TO FINISH . \$ -

TOTAL COMPLETED TO DATE \$ 37,000.

MATERIALS STORED . \$ -

TOTAL COMPLETED & STORED \$ 37,000.

RETAINAGE 10% 3,700.

TOTAL EARNED LESS

RETAINAGE . \$ 33,300.

LESS PREVIOUS

CERTIFICATES . \$ -

THIS CERTIFICATE . \$ 33,300.

Net change by Change Orders

\$

Architect: Armstrong and Salomonsky Ltd.

By:

Date: 3-23-1972

This Certificate is not negotiable. It is payable only to the payee named herein and its issuance, payment and acceptance are without prejudice to any rights of the Owner or Contractor under their Contract. If AIA DOCUMENT G702, APPLICATION FOR PAYMENT, or other application form containing satisfactory evidence of payment for Work previously completed DOES NOT ACCOMPANY THIS CERTIFICATE, the Contractor shall first provide the equivalent certification by completing and executing the following:

State of Virginia
County of: Richmond

Subscribed and sworn to before me this

23 day of March 1972.

Notary Public: Elizabeth J. Close

My Commission expires: May 23, 1973

The undersigned certifies that the Work covered by this Certificate for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid for Work for which previous Certificates for Payment were issued and payments received, and that the current payment shown herein is now due.

Contractor: Central Valley Construction Company

By:

Date: March 23, 1972

275

APPLICATION FOR PAYMENT

AIA DOCUMENT G702

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

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PROJECT: W. T. GRANT DEPARTMENT STORE
(name, address) U.S. Route 360 West, Elkhardt Rd. & Chippenham Pky
Richmond, Virginia

TO (Owner)

B. L. T. Associates
7148 Hull Street Road
Richmond, Virginia 23235

DATE OF APPLICATION: June 1, 1972

APPLICATION NO: Two (2)

PERIOD FROM: 3-24-72 TO: 5-31-72

State of: Virginia

County of: Richmond

The undersigned certifies that the Work herein has been completed in accordance with the Contract Documents, that all amounts have been paid for items for which previous Certificates for Payment were issued and payments received, and that the current payment is now due.

Central Valley Construction Co., Inc.

Contractor

P. O. Box 8809, Richmond, Va. 23225.

Address

June 1, 1972

By John M. Showalter

Date

Subscribed and sworn to before me this

1st day of June, 19 72.

Application is made for Payment, as shown below, in connection with this Contract.

TOTAL COMPLETED TO DATE (F below)	<u>178,200.00</u>
STORED MATERIALS (see attached list)	<u>-0-</u>
TOTAL COMPLETED & STORED	<u>178,200.00</u>
RETAINAGE 10 %	<u>17,820.00</u>
TOTAL EARNED LESS RETAINAGE	<u>160,380.00</u>
LESS PREVIOUS PAYMENTS	<u>33,300.00</u>
CURRENT PAYMENT DUE	<u>127,080.00</u>

Notary Public:

My Commission Expires: May 23, 1975

ITEM No. A	DESCRIPTION OF WORK B	SCHEDULED VALUE C	PREVIOUS APPLICATIONS D	THIS APPLICATION E	%	COMPLETED TO DATE F	BALANCE TO FINISH G
	<u>W. T. GRANT DEPT. STORE</u>						
1.	General Conditions	37,000.	10,000.	5,000.	40	15,000.	22,000.
2.	Concrete & Reinforcing	110,656.	-0-	26,000.	23	26,000.	84,656.
3.	Masonry	94,000.	-0-	28,000.	29	28,000.	66,000.
4.	Prestressed Concrete	9,104.	-0-	-0-	-0-	-0-	9,104.
5.	Structural Steel, Joist, and Misc.	96,760.	27,000.	58,000.	87	85,000.	11,760.
6.	Insulrock Roof Deck	53,700.	-0-	-0-	-0-	-0-	53,700.
7.	Roofing & Sheet Metal	51,850.	-0-	-0-	-0-	-0-	51,850.
8.	Metal Doors & Frames	3,096.	-0-	1,200.	38	1,200.	1,896.
9.	Overhead Doors	3,587.	-0-	-0-	-0-	-0-	3,587.
10.	Special Doors	4,498.	-0-	-0-	-0-	-0-	4,498.
11.	Carpentry & Millwork	28,406.	-0-	-0-	-0-	-0-	28,406.
12.	Alum. Entrances, Glass and Glaze	16,200.	-0-	-0-	-0-	-0-	16,200.
13.	Facia Panels	36,350.	-0-	-0-	-0-	-0-	36,350.
14.	Drywall Construction	25,875.	-0-	-0-	-0-	-0-	25,875.
15.	Acoustic & Resilient	48,111.	-0-	-0-	-0-	-0-	48,111.
			276				
	SUB TOTAL EXPENDITURE	619,193.	37,000.	118,200.		155,200.	463,993.

APPLICATION FOR PAYMENT

AIA DOCUMENT G702A

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

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CONTINUATION SHEET
APPLICATION NUMBER:

ITEM No. A	DESCRIPTION OF WORK B	SCHEDULED VALUE C	PREVIOUS APPLICATIONS D	THIS APPLICATION E	%	COMPLETED TO DATE F	BALANCE TO FINISH G
	Sub Totals Forward	619,193.	37,000.	118,200.		155,200.	463,993.
16.	Tile, Marble & Terrazzo	12,169.	-0-	-0-	-0-	-0-	12,169.
17.	Painting & Decorating	12,700.	-0-	-0-	-0-	-0-	12,700.
18.	Caulking	1,405.	-0-	-0-	-0-	-0-	1,405.
19.	Finish Hardware	6,682.	-0-	2,000.	30	2,000.	4,682.
20.	Plumbing, Heating & A/C	199,000.	-0-	15,000.	07	15,000.	184,000.
21.	Electrical	147,600.	-0-	6,000.	04	6,000.	141,600.
22.	Toilet Partitions	1,500.	-0-	-0-	-0-	-0-	1,500.
23.	Toilet Accessories	2,594.	-0-	-0-	-0-	-0-	2,594.
24.	Insulation	2,448.	-0-	-0-	-0-	-0-	2,448.
25.	Automatic Door Operators	6,884.	-0-	-0-	-0-	-0-	6,884.
26.	Aluminum Soffit	1,500.	-0-	-0-	-0-	-0-	1,500.
27.	Sprinkler System	34,327.	-0-	-0-	-0-	-0-	34,327.
28.	Incinerator	10,898.	-0-	-0-	-0-	-0-	10,898.
29.	Auto-Lifts	3,500.	-0-	-0-	-0-	-0-	3,500.
30.	Store Room Shelving	15,000.	-0-	-0-	-0-	-0-	15,000.
31.	Miscellaneous	3,600.	-0-	-0-	-0-	-0-	3,600.
	XXXXXXXXXX TOTAL	1,081,000.	37,000.	141,200.		178,200.	902,800.

277

CERTIFICATE FOR PAYMENT

AIA DOCUMENT G703

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

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PROJECT: W. T. GRANT DEPARTMENT STORE Job R-106
(name, address) U.S. Route 360, West Elkhardt Rd.
& Chippenham Pky.
Richmond, Virginia

CERTIFICATE NUMBER: Two (2)

PERIOD FROM 3-24-72 TO 5-31-72

TO (Owner) B. L. T. Associates
7148 Hull Street Road
Richmond, Virginia

ARCHITECT'S PROJECT NO:

CONTRACTOR: Central Valley Construction

CONTRACT DATE:

In accordance with this Contract and the attached Application For Payment the Contractor is entitled to payment in the amount stipulated below. The present status of the account for this Contract is as follows:

		ADDITIONS \$	DEDUCTIONS \$
Change Orders approved in previous months by Owner — TOTAL			
Subsequent Change Orders			
Number	Approved (date)		
TOTALS			

ORIGINAL CONTRACT SUM . . \$ 1,081,000.00

CHANGE ORDERS

TOTAL ADDITIONS . . . \$ -0-

SUB TOTAL \$ -0-

TOTAL DEDUCTIONS . . . \$ -0-

CONTRACT SUM TO DATE . . \$ 1,081,000.00

BALANCE TO FINISH . . . \$ 902,800.00

TOTAL COMPLETED TO DATE \$ 178,200.00

MATERIALS STORED . . . \$ -0-

TOTAL COMPLETED & STORED \$ 178,200.00

RETAINAGE 10 % 17,820.00

TOTAL EARNED LESS

RETAINAGE \$ 160,380.00

LESS PREVIOUS

CERTIFICATES \$ 33,300.00

THIS CERTIFICATE \$ 127,080.00

Net change by Change Orders \$

Architect: Armstrong and Salomonsky, Ltd.

By: *John M. Showalter*

Date: June 1, 1972

This Certificate is not negotiable. It is payable only to the payee named herein and its issuance, payment and acceptance are without prejudice to any rights of the Owner or Contractor under their Contract. If AIA DOCUMENT G702, APPLICATION FOR PAYMENT, or other application form containing satisfactory evidence of payment for Work previously completed DOES NOT ACCOMPANY THIS CERTIFICATE, the Contractor shall first provide the equivalent certification by completing and executing the following:

State of: Virginia
City
of: Richmond

Subscribed and sworn to before me this

1st day of June 19 72 .

Notary Public: *E. Elizabeth G. Brown*

My Commission expires: May 23, 1972

The undersigned certifies that the Work covered by this Certificate for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid for Work for which previous Certificates for Payment were issued and payments received, and that the current payment shown herein is now due.

Contractor: Central Valley Construction Co., Inc.

By: *John M. Showalter* Date: June 1, 1972

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APPLICATION FOR PAYMENT

AIA DOCUMENT G702

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

PROJECT: W. T. GRANT DEPARTMENT STORE
(name, address) U.S. Route 360 West, Elkhart Rd. & Chippenham Pky
Richmond, Virginia

TO (Owner)

B. L. T. Associates
7148 Hull Street Road
Richmond, Virginia 23235

DATE OF APPLICATION: June 30, 1972

APPLICATION NO: Three (3)

PERIOD FROM: 6-1-72 TO: 6-30-72

State of: Virginia
County of: Richmond

The undersigned certifies that the Work herein has been completed in accordance with the Contract Documents, that all amounts have been paid for items for which previous Certificates for Payment were issued and payments received, and that the current payment is now due.

CENTRAL VALLEY CONSTRUCTION COMPANY, INC.

Contractor

P. O. Box 8809, Richmond, Virginia 23225
Address

By John M. Showalter Date June 30, 1972

Subscribed and sworn to before me this

30th day of June, 19 72

Application is made for Payment, as shown below, in connection with this Contract.

TOTAL COMPLETED TO DATE (F below)	<u>512,200.00</u>
STORED MATERIALS (see attached list)	<u>-0-</u>
TOTAL COMPLETED & STORED	<u>512,200.00</u>
RETAINAGE 10 %	<u>51,220.00</u>
TOTAL EARNED LESS RETAINAGE	<u>460,980.00</u>
LESS PREVIOUS PAYMENTS	<u>160,380.00</u>
CURRENT PAYMENT DUE	<u>300,600.00</u> ✓

Notary Public:

My Commission Expires: May 23, 1975

ITEM No. A	DESCRIPTION OF WORK B	SCHEDULED VALUE C	PREVIOUS APPLICATIONS D	THIS APPLICATION E	%	COMPLETED TO DATE F	BALANCE TO FINISH G
	<u>W. T. GRANT DEPT. STORE</u>						
1.	General Conditions	37,000.	15,000.	5,000.	54	20,000.	17,000.
2.	Concrete & Reinforcing	110,656.	26,000.	79,000.	95	105,000.	5,656.
3.	Masonry	94,000.	28,000.	40,000.	72	68,000.	26,000.
4.	Prestressed Concrete	9,104.	-0-	-0-	-0-	-0-	9,104.
5.	Structural Steel, Joist, and Misc.	96,760.	85,000.	5,000.	93	90,000.	6,760.
6.	Insulrock Roof Deck	53,700.	-0-	36,000.	67	36,000.	17,700.
7.	Roofing & Sheet Metal	51,850.	-0-	17,000.	32	17,000.	34,850.
8.	Metal Doors & Frames	3,096.	1,200.	1,000.	71	2,200.	896.
9.	Overhead Doors	3,587.	-0-	-0-	-0-	-0-	3,587.
10.	Special Doors	4,498.	-0-	-0-	-0-	-0-	4,498.
11.	Carpentry & Millwork	28,406.	-0-	17,000.	60	17,000.	11,406.
12.	Alum. Entrances, Glass and Glaze	16,200.	-0-	-0-	-0-	-0-	16,200.
13.	Facia Panels	36,350.	-0-	-0-	-0-	-0-	36,350.
14.	Drywall Construction	25,875.	-0-	-0-	-0-	-0-	25,875.
15.	Acoustic & Resilient	48,111.	-0-	7,500.	15	7,500.	40,611.
				279			
	SUB TOTAL OR TOTAL	619,193.	155,200.	207,500.		362,700.	256,493.

APPLICATION FOR PAYMENT

AIA DOCUMENT G702A

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

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CONTINUATION SHEET
APPLICATION NUMBER:

ITEM No. A	DESCRIPTION OF WORK B	SCHEDULED VALUE C	PREVIOUS APPLICATIONS D	THIS APPLICATION E	%	COMPLETED TO DATE F	BALANCE TO FINISH G
	Sub Total Forward	619,193.	155,200.	207,500.		362,700.	256,493.
16.	Tile, Marble & Terrazzo	12,169.	-0-	1,500.	12	1,500.	10,669.
17.	Painting & Decorating	12,700.	-0-	-0-	-0-	-0-	12,700.
18.	Caulking	1,405.	-0-	-0-	-0-	-0-	1,405.
19.	Finish Hardware	6,682.	2,000.	-0-	30	2,000.	4,682.
20.	Plumbing, Heating & A/C	199,000.	15,000.	23,000.	19	38,000.	161,000.
21.	Electrical	147,600.	6,000.	85,000.	61	91,000.	56,600.
22.	Toilet Partitions	1,500.	-0-	-0-	-0-	-0-	1,500.
23.	Toilet Accessories	2,594.	-0-	-0-	-0-	-0-	2,594.
24.	Insulation	2,448.	-0-	-0-	-0-	-0-	2,448.
25.	Automatic Door Operators	6,884.	-0-	-0-	-0-	-0-	6,884.
26.	Aluminum Soffit	1,500.	-0-	-0-	-0-	-0-	1,500.
27.	Sprinkler System	34,327.	-0-	17,000.	49	17,000.	17,327.
28.	Incinerator	10,898.	-0-	-0-	-0-	-0-	10,898.
29.	Auto-Lifts	3,500.	-0-	-0-	-0-	-0-	3,500.
30.	Store Room Shelving	15,000.	-0-	-0-	-0-	-0-	15,000.
31.	Miscellaneous	3,600.	-0-	-0-	-0-	-0-	3,600.
				280			
	Sub Total TOTAL	1,081,000.	178,200.	334,000.		512,200.	568,800.

APPLICATION FOR PAYMENT

AIA DOCUMENT G702

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

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PROJECT: W. T. GRANT DEPARTMENT STORE
(name, address) U.S. Route 360 West, Elkhardt Rd. & Chippenham Pky.
Richmond, Virginia

TO (Owner)

B. L. T. Associates
7148 Hull Street Road
Richmond, Virginia 23235

DATE OF APPLICATION: August 1, 1972

APPLICATION NO: Four (4)

PERIOD FROM: 6-30-72 TO: 7-31-72

State of: Virginia
County of: Richmond

The undersigned certifies that the Work herein has been completed in accordance with the Contract Documents, that all amounts have been paid for items for which previous Certificates for Payment were issued and payments received, and that the current payment is now due.

Central Valley Construction Company, Inc.
Contractor
P. O. Box 8809, Richmond, Virginia 23225
Address

By John M. Showalter August 1, 1972
Date

Subscribed and sworn to before me this

1st day of August, 1972.

Notary Public:

My Commission Expires: May 23, 1975

Application is made for Payment, as shown below, in connection with this Contract.

TOTAL COMPLETED TO DATE (F below)	<u>869,502.00</u>
STORED MATERIALS (see attached list)	<u>-0-</u>
TOTAL COMPLETED & STORED	<u>869,502.00</u>
RETAINAGE 10 %	<u>86,950.20</u>
TOTAL EARNED LESS RETAINAGE	<u>782,551.80</u>
LESS PREVIOUS PAYMENTS	<u>460,980.00</u>
CURRENT PAYMENT DUE	<u>321,571.80</u> ✓

ITEM No. A	DESCRIPTION OF WORK B	SCHEDULED VALUE C	PREVIOUS APPLICATIONS D	THIS APPLICATION E	%	COMPLETED TO DATE F	BALANCE TO FINISH G
<u>W. T. GRANT DEPT. STORE</u>							
1.	General Conditions	37,000.	20,000.	6,000.	70	26,000.	11,000.
2.	Concrete & Reinforcing	110,656.	105,000.	3,000.	97	108,000.	2,656.
3.	Masonry	94,000.	68,000.	26,000.	100	94,000.	-0-
4.	Prestressed Concrete	9,104.	-0-	-0-	-0-	-0-	9,104.
5.	Structural Steel, Joist, and Misc.	96,760.	90,000.	5,760.	99	95,760.	1,000.
6.	Insulrock Roof Deck	53,700.	36,000.	17,700.	100	53,700.	-0-
7.	Roofing & Sheet Metal	51,850.	17,000.	25,000.	81	42,000.	9,850.
8.	Metal Doors & Frames	3,096.	2,200.	896.	100	3,096.	-0-
9.	Overhead Doors	3,587.	-0-	-0-	-0-	-0-	3,587.
10.	Special Doors	4,498.	-0-	4,498.	100	4,498.	-0-
11.	Carpentry & Millwork #9320	28,406.	17,000.	5,000.	77	22,000.	6,406.
12.	Alum. Entrances, Glass and Glaze	16,200.	-0-	-0-	-0-	-0-	16,200.
13.	Facia Panels	36,350.	-0-	-0-	-0-	-0-	36,350.
14.	Drywall Construction	25,875.	-0-	18,500.	71	18,500.	7,375.
15.	Acoustic & Resilient	48,111.	7,500.	37,200.	93	44,700.	3,411.
SUB TOTAL CONTRACT		619,193.	362,700.	149,554.	281	512,254.	106,939.

APPLICATION OR PAYMENT

AIA DOCUMENT G702A

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

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CONTINUATION SHEET
APPLICATION NUMBER:

ITEM No. A	DESCRIPTION OF WORK B	SCHEDULED VALUE C	PREVIOUS APPLICATIONS D	THIS APPLICATION E	%	COMPLETED TO DATE F	BALANCE TO FINISH G
	Sub Total Forward	619,193.	362,700.	149,554.		512,254.	106,939.
16.	Tile, Marble & Terrazzo	12,169.	1,500.	5,200 ✓	55	6,700.	5,469.
17.	Painting & Decorating	12,700.	-0-	2,500 ✓	19	2,500.	10,200.
18.	Caulking	1,405.	-0-	-0-	-0-	-0-	1,405.
19.	Finish Hardware	6,682.	2,000.	3,600 ✓	83	5,600.	1,082.
20.	Plumbing, Heating & A/C	199,000.	38,000.	150,000 ✓	94	188,000.	11,000.
21.	Electrical	147,600.	91,000.	25,000 ✓	78	116,000.	31,600.
22.	Toilet Partitions	1,500.	-0-	-0-	-0-	-0-	1,500.
23.	Toilet Accessories	2,594.	-0-	2,000 ✓	77	2,000.	594.
24.	Insulation	2,448.	-0-	2,448.	100	2,448	-0-
25.	Automatic Door Operators	6,884.	-0-	-0-	-0-	-0-	6,884.
26.	Aluminum Soffit	1,500.	-0-	-0-	-0-	-0-	1,500.
27.	Sprinkler System	34,327.	17,000.	13,500 ✓	89	30,500.	3,827.
28.	Incinerator	10,898.	-0-	-0-	-0-	-0-	10,898.
29.	Auto-Lifts	3,500.	-0-	2,500 ✓	71	2,500.	1,000.
30.	Store Room Shelving	15,000.	-0-	-0-	-0-	-0-	15,000.
31.	Miscellaneous	3,600.	-0-	1,000 ✓	28	1,000.	2,600.
				282			
	SECTION TOTAL TOTAL	1,081,000.	512,200.	357,302.		869,502.	211,498.

AIA DOCUMENT G703

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

W. T. GRANT DEPARTMENT STORE Job R-106

PROJECT: U.S. Route 360 West, Elkhardt Rd. CERTIFICATE NUMBER:
(name, address) Richmond, Virginia

PERIOD FROM 6-30-72 TO 7-31-72

TO (Owner)

ARCHITECT'S PROJECT NO:

B. L. T. Associates
7148 Hull Street Road
Richmond, Virginia 23235

CONTRACTOR: Central Valley Construction

CONTRACT DATE:

In accordance with this Contract and the attached Application For Payment the Contractor is entitled to payment in the amount stipulated below. The present status of the account for this Contract is as follows:

		ADDITIONS \$	DEDUCTIONS \$
Change Orders approved in previous months by Owner— TOTAL			
Subsequent Change Orders			
Number	Approved (date)		
TOTALS			

Net change by Change Orders

ORIGINAL CONTRACT SUM	\$ 1,081,000.00
CHANGE ORDERS	
TOTAL ADDITIONS	\$ -0-
SUB TOTAL	\$ -0-
TOTAL DEDUCTIONS	\$ -0-
CONTRACT SUM TO DATE	\$ 1,081,000.00
BALANCE TO FINISH	\$ 211,498.00
TOTAL COMPLETED TO DATE	\$ 869,502.00
MATERIALS STORED	\$ -0-
TOTAL COMPLETED & STORED	\$ 869,502.00
RETAINAGE <u>10</u> %	\$ 86,950.20
TOTAL EARNED LESS	
RETAINAGE	\$ 782,551.80
LESS PREVIOUS	
CERTIFICATES	\$ 460,980.00
THIS CERTIFICATE	\$ 321,571.80

Architect: Armstrong and Salomonsky, Ltd.

By:

Date: August 1, 1972

This Certificate is not negotiable. It is payable only to the payee named herein and its issuance, payment and acceptance are without prejudice to any rights of the Owner or Contractor under their Contract. If AIA DOCUMENT G702, APPLICATION FOR PAYMENT, or other application form containing satisfactory evidence of payment for Work previously completed DOES NOT ACCOMPANY THIS CERTIFICATE, the Contractor shall first provide the equivalent certification by completing and executing the following:

State of Virginia

Subscribed and sworn to before me this

Richmond

1st day of August 19 72 .

and certifies that the Work covered by this Certificate for Payment has been completed in accordance with the Contract Documents, and that no money has been paid for Work for which previous Certificates have been received, and that the current payment

Notary Public: *Richard J. Moore*

My Commission expires: May 23, 1972

VALLEY CONSTRUCTION COMPANY, INC.

Date: August 1, 1972

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APPLICATION FOR PAYMENT

AIA DOCUMENT G702

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT: W. T. GRANT DEPARTMENT STORE
(name, address) U. S. Route 360 West, Elkhardt Rd. & Chippenham Pky.
Richmond, Virginia

TO (Owner)

B. L. T. Associates
7148 Hull Street Road
Richmond, Virginia 23235

DATE OF APPLICATION: September 1, 1972
APPLICATION NO: Five (5)

PERIOD FROM: 8-1-72 TO: 8-31-72

State of: Virginia
County of: Richmond

The undersigned certifies that the Work herein has been completed in accordance with the Contract Documents, that all amounts have been paid for items for which previous Certificates for Payment were issued and payments received, and that the current payment is now due.

Central Valley Construction Co., Inc.
Contractor
P. O. Box 8809, Richmond, Virginia 23225
Address

By John M. Showalter 9-1-72
Date

Subscribed and sworn to before me this

1st day of September, 19 72.

Notary Public: Elizabeth J. Clower

My Commission Expires: May 23, 1975

Application is made for Payment, as shown below, in connection with this Contract.

TOTAL COMPLETED TO DATE (F below)	<u>1,023,502.00</u>
STORED MATERIALS (see attached list)	<u>-0-</u>
TOTAL COMPLETED & STORED	<u>1,023,502.00</u>
RETAINAGE 10 %	<u>102,350.20</u>
TOTAL EARNED LESS RETAINAGE	<u>921,151.80</u>
LESS PREVIOUS PAYMENTS	<u>782,551.80</u>
CURRENT PAYMENT DUE	<u>138,600.00</u>

ITEM No. A	DESCRIPTION OF WORK B	SCHEDULED VALUE C	PREVIOUS APPLICATIONS D	THIS APPLICATION E	%	COMPLETED TO DATE F	BALANCE TO FINISH G
	<u>W. T. GRANT DEPT. STORE</u>						
1.	General Conditions	37,000.	26,000.	6,000.	86	32,000.	5,000.
2.	Concrete & Reinforcing	110,656.	108,000.	2,656.	100	110,656.	-0-
3.	Masonry	94,000.	94,000.	-0-	100	94,000.	-0-
4.	Prestressed Concrete	9,104.	-0-	9,104.	100	9,104.	-0-
5.	Structural Steel, Joist, and Misc.	96,760.	95,760.	1,000.	100	96,760.	-0-
6.	Insulrock Roof Deck	53,700.	53,700.	-0-	100	53,700.	-0-
7.	Roofing & Sheet Metal	51,850.	42,000.	5,000.	90	47,000.	4,850.
8.	Metal Doors & Frames	3,096.	3,096.	-0-	100	3,096.	-0-
9.	Overhead Doors	3,587.	-0-	3,587.	100	3,587.	-0-
10.	Special Doors	4,498.	4,498.	-0-	100	4,498.	-0-
11.	Carpentry & Millwork	28,406.	22,000.	6,000.	98	28,000.	406.
12.	Alum. Entrances, Glass and Glaze	16,200.	-0-	8,000.	49	8,000.	8,200.
13.	Facia Panels	36,350.	-0-	28,000.	77	28,000.	8,350.
14.	Drywall Construction	25,875.	18,500.	7,375.	100	25,875.	-0-
15.	Acoustic & Resilient	48,111.	44,700.	3,411.	100	48,111.	-0-
			284				
	SUB TOTAL	619,193.	512,254.	80,133.		592,387.	26,806.

APPLICATION FOR PAYMENT

AIA DOCUMENT G702A

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

CONTINUATION SHEET
APPLICATION NUMBER:

ITEM No. A	DESCRIPTION OF WORK B	SCHEDULED VALUE C	PREVIOUS APPLICATIONS D	THIS APPLICATION E	COMPLETED TO DATE F		BALANCE TO FINISH G
					%		
	Sub Total Forward	619,193.	512,254.	80,133.		592,387.	26,806.
16.	Tile, Marble & Terrazzo	12,169.	6,700.	5,469.	100	12,169.	-0-
17.	Painting & Decorating	12,700.	2,500.	8,500.	86	11,000.	1,700.
18.	Caulking	1,405.	-0-	600.	42	600.	805.
19.	Finish Hardware	6,682.	5,600.	600.	92	6,200.	482.
20.	Plumbing, Heating & A/C	199,000.	188,000.	8,500.	98	196,500.	2,500.
21.	Electrical	147,600.	116,000.	18,500.	91	134,500.	13,100.
22.	Toilet Partitions	1,500.	-0-	1,500.	100	1,500.	-0-
23.	Toilet Accessories	2,594.	2,000.	300.	88	2,300.	294.
24.	Insulation	2,448.	2,448.	-0-	100	2,448.	-0-
25.	Automatic Door Operators	6,884.	-0-	-0-	-0-	-0-	6,884.
26.	Aluminum Soffit	1,500.	-0-	-0-	-0-	-0-	1,500.
27.	Sprinkler System	34,327.	30,500.	3,000.	97	33,500.	827.
28.	Incinerator	10,898.	-0-	10,898.	100	10,898.	-0-
29.	Auto-Lifts	3,500.	2,500.	-0-	71	2,500.	1,000.
30.	Store Room Shelving	15,000.	-0-	14,000.	93	14,000.	1,000.
31.	Miscellaneous	3,600.	1,000.	2,000.	83	3,000.	600.
	SUB TOTAL TOTAL	1,081,000.	869,502.	154,000.		1,023,502.	57,498.

285

CERTIFICATE FOR PAYMENT

- AIA DOCUMENT G703

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

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PROJECT: W. T. GRANT DEPARTMENT STORE JOB R-106
(name, address) U.S. Route 360 West, Elkhardt Rd.
Richmond, Virginia

CERTIFICATE NUMBER: Five (5)

PERIOD FROM 8-1-82 TO 8-31-72

TO (Owner)

B. L. T. Associates
7148 Hull Street Road
Richmond, Virginia 23235

ARCHITECT'S PROJECT NO:

CONTRACTOR: Central Valley Construction

CONTRACT DATE:

In accordance with this Contract and the attached Application For Payment the Contractor is entitled to payment in the amount stipulated below. The present status of the account for this Contract is as follows:

		ADDITIONS \$	DEDUCTIONS \$
Change Orders approved in previous months by Owner — TOTAL			
Subsequent Change Orders			
Number	Approved (date)		
TOTALS			

ORIGINAL CONTRACT SUM . . . \$ 1,081,000.00
CHANGE ORDERS
TOTAL ADDITIONS . . . \$ -0-
SUB TOTAL . . . \$ -0-
TOTAL DEDUCTIONS . . . \$ -0-
CONTRACT SUM TO DATE . . . \$ 1,081,000.00
BALANCE TO FINISH . . . \$ 57,498.00
TOTAL COMPLETED TO DATE \$ 1,023,502.00
MATERIALS STORED . . . \$ -0-
TOTAL COMPLETED & STORED \$ 1,023,502.00
RETAINAGE 10 % 102,350.20
TOTAL EARNED LESS
RETAINAGE \$ 921,151.80
LESS PREVIOUS
CERTIFICATES \$ 782,551.80
THIS CERTIFICATE \$ 138,600.00

Net change by Change Orders \$

Architect: Armstrong and Salomonsky, L.P.

By:

Date: September 1, 1972

This Certificate is not negotiable. It is payable only to the payee named herein and its issuance, payment and acceptance are without prejudice to any rights of the Owner or Contractor under their Contract. If AIA DOCUMENT G702, APPLICATION FOR PAYMENT, or other application form containing satisfactory evidence of payment for Work previously completed DOES NOT ACCOMPANY THIS CERTIFICATE, the Contractor shall first provide the equivalent certification by completing and executing the following:

State of: Virginia

Subscribed and sworn to before me this

City ~~xxx~~ of: Richmond

1st day of September 19 72.

The undersigned certifies that the Work covered by this Certificate for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid for Work for which previous Certificates for Payment were issued and payments received, and that the current payment shown herein is now due.

Notary Public: Elizabeth J. Clouse

My Commission expires: May 23, 1972

Contractor: CENTRAL VALLEY CONSTRUCTION COMPANY, INC.

By:

Date: September 1, 1972

John M. Showalter

286

APPLICATION FOR PAYMENT

AIA DOCUMENT G702

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT: W. T. GRANT DEPARTMENT STORE
(name, address) U.S. Route 360 West, Elkhardt Rd. & Chippenham Pky.
Richmond, Virginia

TO (Owner)

B. L. T. Associates
7148 Hull Street Road
Richmond, Virginia 23235

DATE OF APPLICATION: October 1, 1972

APPLICATION NO: Six (6)

PERIOD FROM: 9-1-72 TO: 9-30-72

State of: Virginia
County of: Richmond

The undersigned certifies that the Work herein has been completed in accordance with the Contract Documents, that all amounts have been paid for items for which previous Certificates for Payment were issued and payments received, and that the current payment is now due.

Central Valley Construction Company, Inc.
Contractor

P. O. Box 8809, Richmond, Virginia 23225

Address John M. Showalter Sept. 30, 1972
By John M. Showalter Date

Subscribed and sworn to before me this

30th day of September, 19 72.

Notary Public: E. L. Shultz, Jr.
My Commission Expires: May 23, 1975

Application is made for Payment, as shown below, in connection with this Contract.

TOTAL COMPLETED TO DATE (F below)	<u>1,069,960.00</u>
STORED MATERIALS (see attached list)	<u>-0-</u>
TOTAL COMPLETED & STORED	<u>1,069,960.00</u>
RETAINAGE 10 %	<u>106,996.00</u>
TOTAL EARNED LESS RETAINAGE	<u>962,964.00</u>
LESS PREVIOUS PAYMENTS	<u>921,151.80</u>
CURRENT PAYMENT DUE	<u>41,812.20</u>

ITEM No. A	DESCRIPTION OF WORK B	SCHEDULED VALUE C	PREVIOUS APPLICATIONS D	THIS APPLICATION E	%	COMPLETED TO DATE F	BALANCE TO FINISH G
	<u>W. T. GRANT DEPT. STORE</u>						
1.	General Conditions	37,000.	32,000.	5,000.	100	37,000.	-0-
2.	Concrete & Reinforcing	110,656.	110,656.	-0-	100	110,656.	-0-
3.	Masonry	94,000.	94,000.	-0-	100	94,000.	-0-
4.	Prestressed Concrete	9,104.	9,104.	-0-	100	9,104.	-0-
5.	Structural Steel, Joist and Misc.	96,760.	96,760.	-0-	100	96,760.	-0-
6.	Insulrock Roof Deck	53,700.	53,700.	-0-	100	53,700.	-0-
7.	Roofing & Sheet Metal	51,850.	47,000.	4,000.	98	51,000.	850.
8.	Metal Doors & Frames	3,096.	3,096.	-0-	100	3,096.	-0-
9.	Overhead Doors	3,587.	3,587.	-0-	100	3,587.	-0-
10.	Special Doors	4,498.	4,498.	-0-	100	4,498.	-0-
11.	Carpentry & Millwork	28,406.	28,000.	406.	100	28,406.	-0-
12.	Alum. Entrances, Glass and Glaze	16,200.	8,000.	8,200.	100	16,200.	-0-
13.	Facia Panels	36,350.	28,000.	6,000.	93	34,000.	2,350.
14.	Drywall Construction	25,875.	25,875.	-0-	100	25,875.	-0-
15.	Acoustic & Resilient	48,111.	48,111.	-0-	100	48,111.	-0-
	<u>SUB TOTAL OR TOTAL</u>	<u>619,193.</u>	<u>592,387.</u>	<u>23,606.</u>		<u>615,993.</u>	<u>3,200.</u>

APPLICATION FOR PAYMENT

AIA DOCUMENT G702A

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

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CONTINUATION SHEET
APPLICATION NUMBER:

ITEM No. A	DESCRIPTION OF WORK B	SCHEDULED VALUE C	PREVIOUS APPLICATIONS D	THIS APPLICATION E	COMPLETED TO DATE F		BALANCE TO FINISH G
					%		
	Sub Total Forward	619,193.	592,387.	23,606.		615,993.	3,200.
16.	Tile, Marble & Terrazzo	12,169.	12,169.	-0-	100	12,169.	-0-
17.	Painting & Decorating	12,700.	11,000.	1,700.	100	12,700.	-0-
18.	Caulking	1,405.	600.	805.	100	1,405.	-0-
19.	Finish Hardware	6,682.	6,200.	482.	100	6,682.	-0-
29.	Plumbing, Heating & A/C	199,000.	196,500.	2,000.	99	198,500.	500.
21.	Electrical	147,600.	134,500.	5,000.	95	139,500.	8,100.
22.	Toilet Partitions	1,500.	1,500.	-0-	100	1,500.	-0-
23.	Toilet Accessories	2,594.	2,300.	294.	100	2,594.	-0-
24.	Insulation	2,448.	2,448.	-0-	100	2,448.	-0-
25.	Automatic Door Operators	6,884.	-0-	6,884.	100	6,884.	-0-
26.	Aluminum Soffit	1,500.	-0-	-0-	-0-	-0-	1,500.
27.	Sprinkler System	34,327.	33,500.	827.	100	34,327.	-0-
28.	Incinerator	10,898.	10,898.	-0-	100	10,898.	-0-
29.	Auto-Lifts	3,500.	2,500.	-0-	71	2,500.	1,000.
30.	Store Room Shelving	15,000.	14,000.	1,000.	100	15,000.	-0-
31.	Miscellaneous	3,600.	3,000.	600.	100	3,600.	-0-
#1	C.O. 3" & 8" Water Service	+ 3,260.	-0-	3,260.	100	3,260.	-0-
	Sub Total TOTAL	1,084,260.	1,023,502.	46,458.		1,069,960.	14,300.

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CERTIFICATE FOR PAYMENT

AIA DOCUMENT G703

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

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PROJECT: W.T. GRANT DEPARTMENT STORE JOB R-106
U.S. Route 360 West, Elkhardt Rd.
(name, address) Richmond, Virginia

CERTIFICATE NUMBER: Six (6)

PERIOD FROM 9-1-72 TO 9-30-72

TO (Owner)

B. L. T. Associates
7148 Hull Street Road
Richmond, Virginia 23235

ARCHITECT'S PROJECT NO:

CONTRACTOR Central Valley Construction

CONTRACT DATE:

In accordance with this Contract and the attached Application For Payment the Contractor is entitled to payment in the amount stipulated below. The present status of the account for this Contract is as follows:

		ADDITIONS \$	DEDUCTIONS \$
Change Orders approved in previous months by Owner — TOTAL			
Subsequent Change Orders			
Number	Approved (date)		
TOTALS			

ORIGINAL CONTRACT SUM . . \$ 1,081,000.00
CHANGE ORDERS
TOTAL ADDITIONS . . . \$ 3,260.00
SUB TOTAL \$ 1,084,260.00
TOTAL DEDUCTIONS . . . \$ -0-
CONTRACT SUM TO DATE . . \$ 1,084,260.00
BALANCE TO FINISH . . . \$ 14,300.00
TOTAL COMPLETED TO DATE \$ 1,069,960.00
MATERIALS STORED . . . \$ -0-
TOTAL COMPLETED & STORED \$ 1,069,960.00
RETAINAGE 10 % 106,996.00
TOTAL EARNED LESS
RETAINAGE \$ 962,964.00
LESS PREVIOUS
CERTIFICATES \$ 921,151.80
THIS CERTIFICATE \$ 41,812.20

Net change by Change Orders \$ _____

Architect: Armstrong and Salomonsky, Ltd.

By: William Brown

Date: September 30, 1972

This Certificate is not negotiable. It is payable only to the payee named herein and its issuance, payment and acceptance are without prejudice to any rights of the Owner or Contractor under their Contract. If AIA DOCUMENT G702, APPLICATION FOR PAYMENT, or other application form containing satisfactory evidence of payment for Work previously completed DOES NOT ACCOMPANY THIS CERTIFICATE the Contractor shall first provide the equivalent certification by completing and executing the following:

State of: Virginia

Subscribed and sworn to before me this

City ~~XXXX~~ of: Richmond

30th day of September 19 72

The undersigned certifies that the Work covered by this Certificate for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid for Work for which previous Certificates for Payment were issued and payments received, and that the current payment shown herein is now due.

Notary Public: Elizabeth J. Crow

My Commission expires: May 23, 1975

Contractor: Central Valley Construction Company, Inc.

By: John M. Showalter

Date: September 30, 1972

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APPLICATION FOR PAYMENT

AIA DOCUMENT G702

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT: W. T. GRANT DEPARTMENT STORE
(name, address) U.S. Route 260 West, Elkhardt Rd. & Chippenham Pky.
Richmond, Virginia

TO (Owner)

B. L. T. Associates
7148 Hull Street Road
Richmond, Virginia 23235

DATE OF APPLICATION: November 1, 1972
APPLICATION NO: Seven (7)

PERIOD FROM: 10-1-72 TO: 10-31-72

State of: Virginia
County of: Richmond

The undersigned certifies that the Work herein has been completed in accordance with the Contract Documents, that all amounts have been paid for items for which previous Certificates for Payment were issued and payments received, and that the current payment is now due.

Central Valley Construction Company, Inc.

Contractor

P. O. Box 8809, Richmond, Virginia 23225

Address

By *John M. Showalter* November 1, 1972
John M. Showalter Date

Subscribed and sworn to before me this

1st day of November, 1972.

Notary Public:

Elyahut J. Clower

My Commission Expires:

May 23, 1975

Application is made for Payment, as shown below, in connection with this Contract.

TOTAL COMPLETED TO DATE (F below)	1,084,260.00
STORED MATERIALS (see attached list)	-0-
TOTAL COMPLETED & STORED	1,084,260.00
RETAINAGE 10 %	108,426.00
TOTAL EARNED LESS RETAINAGE	975,834.00
LESS PREVIOUS PAYMENTS	962,964.00
CURRENT PAYMENT DUE	12,870.00

ITEM No. A	DESCRIPTION OF WORK B	SCHEDULED VALUE C	PREVIOUS APPLICATIONS D	THIS APPLICATION E	%	COMPLETED TO DATE F	BALANCE TO FINISH G
	<u>W. T. GRANT DEPT. STORE</u>						
1.	General Conditions	37,000.	37,000.	-0-	100	37,000.	-0-
2.	Concrete & Reinforcing	110,656.	110,656.	-0-	100	110,656.	-0-
3.	Masonry	94,000.	94,000.	-0-	100	94,000.	-0-
4.	Prestressed Concrete	9,104.	9,104.	-0-	100	9,104.	-0-
5.	Structural Steel, Joist and Misc.	96,760.	96,760.	-0-	100	96,760.	-0-
6.	Insulrock Roof Deck	53,700.	53,700.	-0-	100	53,700.	-0-
7.	Roofing & Sheet Metal	51,850.	51,000.	850.	100	51,850.	-0-
8.	Metal Doors & Frames	3,096.	3,096.	-0-	100	3,096.	-0-
9.	Overhead Doors	3,587.	3,587.	-0-	100	3,587.	-0-
10.	Special Doors	4,498.	4,498.	-0-	100	4,498.	-0-
11.	Carpentry & Millwork	28,406.	28,406.	-0-	100	28,406.	-0-
12.	Alum Entrances, Glass and Glaze	16,200.	16,200.	-0-	100	16,200.	-0-
13.	Facia Panels	36,350.	34,000.	2,350.	100	36,350.	-0-
14.	Drywall Construction	25,875.	25,875.	-0-	100	25,875.	-0-
15.	Acoustic & Resilient	48,111.	48,111.	-0-	100	48,111.	-0-
				290			
	SUB TOTAL 2,350.00	619,193.	615,993.	3,200.		619,193.	-0-

APPLICATION FOR PAYMENT

AIA DOCUMENT G702A

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

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CONTINUATION SHEET
APPLICATION NUMBER:

ITEM No. A	DESCRIPTION OF WORK B	SCHEDULED VALUE C	PREVIOUS APPLICATIONS D	THIS APPLICATION E	COMPLETED TO DATE F		BALANCE TO FINISH G
					%		
	Sub Total Forward	619,193.	615,993.	3,200.	100	619,193.	-0-
16.	Tile, Marble & Terrazzo	12,169.	12,169.	-0-	100	12,169.	-0-
17.	Painting & Decorating	12,700.	12,700.	-0-	100	12,700.	-0-
18.	Caulking	1,405.	1,405.	-0-	100	1,405.	-0-
19.	Finish Hardware	6,682.	6,682.	-0-	100	6,682.	-0-
20.	Plumbing, Heating & A/C	199,000.	198,500.	500.	100	199,000.	-0-
21.	Electrical	147,600.	139,500.	8,100.	100	147,600.	-0-
22.	Toilet Partitions	1,500.	1,500.	-0-	100	1,500.	-0-
23.	Toilet Accessories	2,594.	2,594.	-0-	100	2,594.	-0-
24.	Insulation	2,448.	2,448.	-0-	100	2,448.	-0-
25.	Automatic Door Operators	6,884.	6,884.	-0-	100	6,884.	-0-
26.	Aluminum Soffitt	1,500.	-0-	1,500.	100	1,500.	-0-
27.	Sprinkler System	34,327.	34,327.	-0-	100	34,327.	-0-
28.	Incinerator	10,898.	10,898.	-0-	100	10,898.	-0-
29.	Auto-Lifts	3,500.	2,500.	1,000.	100	3,500.	-0-
30.	Store Room Shelving	15,000.	15,000.	-0-	100	15,000.	-0-
31.	Miscellaneous	3,600.	3,600.	-0-	100	3,600.	-0-
#1	C.O. 3" & 8" Water Service +	3,260.	3,260.	-0-	100	3,260.	-0-
Sub Total TOTAL		1,084,260.	1,069,960.	14,300.		1,084,260.	-0-

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AIA DOCUMENT G703

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

(name, address)

W. T. GRANT DEPARTMENT STORE JOB R-106

U.S. Route 360 West, Elkhardt Rd.
Richmond, Virginia

~~106~~
CERTIFICATE NUMBER: Seven (7)

PERIOD FROM 10-1-72 TO 10-31-72

TO (Owner)

ARCHITECT'S PROJECT NO:

B. L. T. Associates
7148 Hull Street Road
Richmond, Virginia 23235

CONTRACTOR: Central Valley Construction

CONTRACT DATE:

In accordance with this Contract and the attached Application For Payment the Contractor is entitled to payment in the amount stipulated below. The present status of the account for this Contract is as follows:

		ADDITIONS \$	DEDUCTIONS \$
Change Orders approved in previous months by Owner— TOTAL			
Subsequent Change Orders			
Number	Approved (date)		
TOTALS			

ORIGINAL CONTRACT SUM	\$ 1,081,000.00
CHANGE ORDERS	
TOTAL ADDITIONS	\$ 3,260.00
SUB TOTAL	\$ 1,084,260.00
TOTAL DEDUCTIONS	\$ -0-
CONTRACT SUM TO DATE	\$ 1,084,260.00
BALANCE TO FINISH	\$ -0-
TOTAL COMPLETED TO DATE	\$ 1,084,260.00
MATERIALS STORED	\$ -0-
TOTAL COMPLETED & STORED	\$ 1,084,260.00
RETAINAGE <u>10</u> %	108,426.00
TOTAL EARNED LESS	
RETAINAGE	\$ 975,834.00
LESS PREVIOUS	
CERTIFICATES	\$ 962,964.00
THIS CERTIFICATE	\$ 12,870.00

Net change by Change Orders

Architect:

~~Armstrong and Salomonsky, Ltd~~

By:

Date: November 1, 1972

This Certificate is not negotiable. It is payable only to the payee named herein and its issuance, payment and acceptance are without prejudice to any rights of the Owner or Contractor under their Contract. If AIA DOCUMENT G702, APPLICATION FOR PAYMENT, or other application form containing satisfactory evidence of payment for Work previously completed DOES NOT ACCOMPANY THIS CERTIFICATE, the Contractor shall first provide the equivalent certification by completing and executing the following:

State of: Virginia

Subscribed and sworn to before me this

~~NAME~~ of: Richmond

1st day of November 19 72.

The undersigned certifies that the Work covered by this Certificate for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid for Work for which previous Certificates for Payment were issued and payments received, and that the current payment shown herein is now due.

Notary Public: *Elyah J. House*

My Commission expires: May 23, 1975

Contractor:

CENTRAL VALLEY CONSTRUCTION COMPANY, INC.

By:

Date: November 1, 1972

John M. Showalter

APPLICATION FOR PAYMENT

AIA DOCUMENT G702

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

PROJECT: W. T. GRANT DEPARTMENT STORE
(name, address) U.S. Route 360 West, Elkhardt Rd. & Chippenham Pky.
Richmond, Virginia

TO (Owner)

B. L. T. Associates
7148 Hull Street Road
Richmond, Virginia 23235

DATE OF APPLICATION: December 4, 1972

APPLICATION NO: Eight 8

PERIOD FROM: 11-1-72 TO: 11-30-72

State of: Virginia

County of: Richmond

The undersigned certifies that the Work herein has been completed in accordance with the Contract Documents, that all amounts have been paid for items for which previous Certificates for Payment were issued and payments received, and that the current payment is now due.

Central Valley Construction Company, Inc.

Contractor

P. O. Box 8809, Richmond, Virginia 23225

Address

By John M. Showalter Date 12-4-72

Subscribed and sworn to before me this

4th day of December, 19 72

Notary Public:

Elizabeth J. Clouse

My Commission Expires:

May 23, 1975

Application is made for Payment, as shown below, in connection with this Contract.

TOTAL COMPLETED TO DATE (F below)	<u>1,084,260.00</u>
STORED MATERIALS (see attached list)	<u>-0-</u>
TOTAL COMPLETED & STORED	<u>1,084,260.00</u>
RETAINAGE - %	<u>10,000.00</u>
TOTAL EARNED LESS RETAINAGE	<u>1,074,260.00</u>
LESS PREVIOUS PAYMENTS	<u>975,834.00</u>
CURRENT PAYMENT DUE	<u>98,426.00</u>

ITEM No. A	DESCRIPTION OF WORK B	SCHEDULED VALUE C	PREVIOUS APPLICATIONS D	THIS APPLICATION E	%	COMPLETED TO DATE F	BALANCE TO FINISH G
	<u>W. T. GRANT DEPT. STORE</u>						
1.	General Conditions	37,000.	37,000.	-0-	100	37,000.	-0-
2.	Concrete & Reinforcing	110,656.	110,656.	-0-	100	110,656.	-0-
3.	Masonry	94,000.	94,000.	-0-	100	94,000.	-0-
4.	Prestressed Concrete	9,104.	9,104.	-0-	100	9,104.	-0-
5.	Structural Steel, Joist, and Misc.	96,760.	96,760.	-0-	100	96,760.	-0-
6.	Insulrock Roof Deck	53,700.	53,700.	-0-	100	53,700.	-0-
7.	Roofing & Sheet Metal	51,850.	51,850.	-0-	100	51,850.	-0-
8.	Metal Doors & Frames	3,096.	3,096.	-0-	100	3,096.	-0-
9.	Overhead Doors	3,587.	3,587.	-0-	100	3,587.	-0-
10.	Special Doors	4,498.	4,498.	-0-	100	4,498.	-0-
11.	Carpentry & Millwork	28,406.	28,406.	-0-	100	28,406.	-0-
12.	Alum. Entrances, Glass and Glaze	16,200.	16,200.	-0-	100	16,200.	-0-
13.	Facia Panels	36,350.	36,350.	-0-	100	36,350.	-0-
14.	Drywall Construction	25,875.	25,875.	-0-	100	25,875.	-0-
15.	Acoustic & Resilient	48,111.	48,111.	-0-	100	48,111.	-0-
	SUB TOTAL 28,100.00	619,193.	619,193.	-0-		619,193.	-0-

APPLICATION FOR PAYMENT

AIA DOCUMENT G702A

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

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CONTINUATION SHEET
APPLICATION NUMBER:

ITEM No. A	DESCRIPTION OF WORK B	SCHEDULED VALUE C	PREVIOUS APPLICATIONS D	THIS APPLICATION E	COMPLETED TO DATE F		BALANCE TO FINISH G
					%		
	Sub Total Forward	619,193.	619,193.	-0-	100	619,193.	-0-
16.	Tile, Marble & Terrazzo	12,169.	12,169.	-0-	100	12,169.	-0-
17.	Painting & Decorating	12,700.	12,700.	-0-	100	12,700.	-0-
18.	Caulking	1,405.	1,405.	-0-	100	1,405.	-0-
19.	Finish Hardware	6,682.	6,682.	-0-	100	6,682.	-0-
20.	Plumbing, Heating & A/C	199,000.	199,000.	-0-	100	199,000.	-0-
21.	Electrical	147,600.	147,600.	-0-	100	147,600.	-0-
22.	Toilet Partitions	1,500.	1,500.	-0-	100	1,500.	-0-
23.	Toilet Accessories	2,594.	2,594.	-0-	100	2,594.	-0-
24.	Insulation	2,448.	2,448.	-0-	100	2,448.	-0-
25.	Automatic Door Operators	6,884.	6,884.	-0-	100	6,884.	-0-
26.	Aluminum Soffit	1,500.	1,500.	-0-	100	1,500.	-0-
27.	Sprinkler System	34,327.	34,327.	-0-	100	34,327.	-0-
28.	Incinerator	10,898.	10,898.	-0-	100	10,898.	-0-
29.	Auto-Lifts	3,500.	3,500.	-0-	100	3,500.	-0-
30.	Store Room Shelving	15,000.	15,000.	-0-	100	15,000.	-0-
31.	Miscellaneous	3,600.	3,600.	-0-	100	3,600.	-0-
#1	C.O. 3" & 8" Water Service	+ 3,260.	+ 3,260.	-0-	100	+ 3,260.	-0-
GRAND TOTAL TOTAL		1,084,260.	1,084,260.	-0-		1,084,260.	-0-

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APPLICATION FOR PAYMENT

AIA DOCUMENT G702

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

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PROJECT: SECTION NO. 2 - LEASE SPACE
(name, address) SECTION NO. 3 - A & P FOOD STORE
U.S. 360 West, Elkhardt Rd. & Chippenham Pky.
TO (Owner) Richmond, Virginia

DATE OF APPLICATION: May 4, 1973

APPLICATION NO: Nine (9)

B. L. T. Associates
7148 Hull Street Road
Richmond, Virginia 23235

PERIOD FROM: 3-17-73 TO: 4-30-73

State of: Virginia
County of: Richmond

The undersigned certifies that the Work herein has been completed in accordance with the Contract Documents, that all amounts have been paid for items for which previous Certificates for Payment were issued and payments received, and that the current payment is now due.

Central Valley Construction Company, Inc.
Contractor

P. O. Box 8809, Richmond, Virginia 23225
Address

By *John M. Showalter* May 4, 1973
John M. Showalter Date

Subscribed and sworn to before me this

4th day of May, 1973.

Notary Public: *Elizabeth J. Oliver*

My Commission Expires: May 23, 1975

Application is made for Payment, as shown below, in connection with this Contract.

TOTAL COMPLETED TO DATE (F below)	856,454.00
STORED MATERIALS (see attached list)	-0-
TOTAL COMPLETED & STORED	856,454.00
RETAINAGE 10 %	85,645.40
TOTAL EARNED LESS RETAINAGE	770,808.60
LESS PREVIOUS PAYMENTS	664,866.90
CURRENT PAYMENT DUE	105,941.70

ITEM No. A	DESCRIPTION OF WORK B	SCHEDULED VALUE C	PREVIOUS APPLICATIONS D	THIS APPLICATION E	%	COMPLETED TO DATE F	BALANCE TO FINISH G
SECTION NO. 2 and 3							
1.	Concrete & Reinforcing	87,434.	83,934.	-0-	96	83,934.	3,500.
2.	Masonry	50,500.	50,500.	-0-	100	50,500.	-0-
3.	Structural Steel, Joist, Deck, Misc.	114,762.	114,762.	-0-	100	114,762.	-0-
4.	Roofing & Sheet Metal	55,826.	54,000.	1,826.	100	55,826.	-0-
5.	Metal Doors & Frames	2,744.	2,744.	-0-	100	2,744.	-0-
6.	Carpentry & Millwork	22,689.	22,689.	-0-	100	22,689.	-0-
7.	Alum. Entrances, Glass and Glaze	10,200.	10,200.	-0-	100	10,200.	-0-
8.	Facia Panels	45,000.	45,000.	-0-	100	45,000.	-0-
9.	Acoustic & Resilient	23,230.	23,230.	-0-	100	23,230.	-0-
10.	Painting & Decorating	5,100.	5,100.	-0-	100	5,100.	-0-
11.	Caulking	2,915.	2,915.	-0-	100	2,915.	-0-
12.	Finiah Hardware	2,571.	2,571.	-0-	100	2,571.	-0-
13.	Plumbing, Heating & A/C	25,000.	25,000.	-0-	100	25,000.	-0-
14.	Electric	12,000.	12,000.	-0-	100	12,000.	-0-
15.	Toilet Partitions	475.	475.	-0-	100	475.	-0-
16.	Toilet Accessories	300.	300.	-0-	100	300.	-0-
SUB TOTAL 222,200.00		553,746.	547,920.	2,326.		550,246.	3,500.

APPLICATION FOR PAYMENT

AIA DOCUMENT G702

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

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PROJECT: W. T. GRANT DEPARTMENT STORE
(name, address) U.S. Route 360 West, Elkhardt Rd. & Chippenham Pky.
Richmond, Virginia

TO (Owner)

B. L. T. Associates
7148 Hull Street Road
Richmond, Virginia 23235

DATE OF APPLICATION: January 15, 1973

APPLICATION NO: Nine (9) - FINAL

PERIOD FROM: 11-1-72 TO: 11-30-72

State of: Virginia
County of: Richmond

The undersigned certifies that the Work herein has been completed in accordance with the Contract Documents, that all amounts have been paid for items for which previous Certificates for Payment were issued and payments received, and that the current payment is now due.

Central Valley Construction Company, Inc.
Contractor
P. O. Box 8809, Richmond, Virginia 23225
Address

By John M. Showalter Jan. 15, 1973
Date

Subscribed and sworn to before me this
15th day of January, 1973.

Notary Public: Elizabeth J. Clouse
My Commission Expires: May 23, 1975

Application is made for Payment, as shown below, in connection with this Contract.

TOTAL COMPLETED TO DATE (F below)	<u>1,084,260.00</u>
STORED MATERIALS (see attached list)	<u>-0-</u>
TOTAL COMPLETED & STORED	<u>1,084,260.00</u>
RETAINAGE -0- %	<u>-0-</u>
TOTAL EARNED LESS RETAINAGE	<u>1,084,260.00</u>
LESS PREVIOUS PAYMENTS	<u>1,074,260.00</u>
CURRENT PAYMENT DUE	<u>10,000.00</u>

ITEM No. A	DESCRIPTION OF WORK B	SCHEDULED VALUE C	PREVIOUS APPLICATIONS D	THIS APPLICATION E	%	COMPLETED TO DATE F	BALANCE TO FINISH G
	<u>W. T. GRANT DEPT. STORE</u>						
1.	General Conditions	37,000.	37,000.	-0-	100	37,000.	-0-
2.	Concrete & Reinforcing	110,656.	110,656.	-0-	100	110,656.	-0-
3.	Masonry	94,000.	94,000.	-0-	100	94,000.	-0-
4.	Prestressed Concrete	9,104.	9,104.	-0-	100	9,104.	-0-
5.	Structural Steel, Joist, and Misc.	96,760.	96,760.	-0-	100	96,760.	-0-
6.	Insulrock Roof Deck	53,700.	53,700.	-0-	100	53,700.	-0-
7.	Roofing & Sheet Metal	51,850.	51,850.	-0-	100	51,850.	-0-
8.	Metal Doors & Frames	3,096.	3,096.	-0-	100	3,096.	-0-
9.	Overhead Doors	3,587.	3,587.	-0-	100	3,587.	-0-
10.	Special Doors	4,498.	4,498.	-0-	100	4,498.	-0-
11.	Carpentry & Millwork	28,406.	28,406.	-0-	100	28,406.	-0-
12.	Alum. Entrances, Glass and Glaze	16,200.	16,200.	-0-	100	16,200.	-0-
13.	Facia Panels	36,350.	36,350.	-0-	100	36,350.	-0-
14.	Drywall Constructions	25,875.	25,875.	-0-	100	25,875.	-0-
15.	Acoustic & Resilient	48,111.	48,111.	-0-	100	48,111.	-0-
	SUB TOTAL OR TOTAL	619,193.	619,193.	-0-		619,193.	-0-

AIA DOCUMENT G702A

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

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CERTIFICATE FOR PAYMENT

AIA DOCUMENT G703

 OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

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PROJECT: W. T. GRANT DEPARTMENT STORE JOB R-106
 (name, address) U.S. Route 360 West, Elkhardt Rd.
Richmond, Virginia

CERTIFICATE NUMBER: Nine (9) Final

PERIOD FROM 11-1-72 TO 11-30-72

TO (Owner) B. L. T. Associates
7148 Hull Street Road
Richmond, Virginia 23235

ARCHITECT'S PROJECT NO: _____

CONTRACTOR: Central Valley Construction

CONTRACT DATE: _____

In accordance with this Contract and the attached Application For Payment the Contractor is entitled to payment in the amount stipulated below. The present status of the account for this Contract is as follows:

		ADDITIONS \$	DEDUCTIONS \$
Change Orders approved in previous months by Owner — TOTAL			
Subsequent Change Orders			
Number	Approved (date)		
TOTALS			

Net change by Change Orders

\$

ORIGINAL CONTRACT SUM . . \$ 1,081,000.00

CHANGE ORDERS

TOTAL ADDITIONS . . . \$ 3,260.00

SUB TOTAL \$ 1,084,260.00

TOTAL DEDUCTIONS . . . \$ -0-

CONTRACT SUM TO DATE . . \$ 1,084,260.00

BALANCE TO FINISH . . . \$ -0-

TOTAL COMPLETED TO DATE \$ 1,084,260.00

MATERIALS STORED . . . \$ -0-

TOTAL COMPLETED & STORED \$ 1,084,260.00

RETAINAGE -0- % -0-

TOTAL EARNED LESS

RETAINAGE \$ 1,084,260.00

LESS PREVIOUS

CERTIFICATES \$ 1,074,260.00

THIS CERTIFICATE \$ 10,000.00

Architect: Armstrong and Salomonsky Ltd.By: William BrownDate: January 15, 1973

This Certificate is not negotiable. It is payable only to the payee named herein and its issuance, payment and acceptance are without prejudice to any rights of the Owner or Contractor under their Contract. If AIA DOCUMENT G702, APPLICATION FOR PAYMENT, or other application form containing satisfactory evidence of payment for Work previously completed DOES NOT ACCOMPANY THIS CERTIFICATE, the Contractor shall first provide the equivalent certification by completing and executing the following:

State of: Virginia

Subscribed and sworn to before me this

City ~~County~~ of: Richmond15th day of January 19 73.

The undersigned certifies that the Work covered by this Certificate for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid for Work for which previous Certificates for Payment were issued and payments received, and that the current payment shown herein is now due.

Notary Public: Elyshuk J. BrownMy Commission expires: May 23, 1975Contractor: Central Valley Construction Company, Inc.By: John M. ShowalterDate: January 15, 1973

298

APPLICATION FOR PAYMENT

AIA DOCUMENT G702

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

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PROJECT: SECTION NO. 2 - LEASE SPACE
(name, address) SECTION NO. 3 - A & P FOOD STORE
U.S. 360 West, Elkhart Rd. & Chippenham Pkwy.
TO (Owner) Richmond, Virginia

B. L. T. Associates
7148 Hull Street Road
Richmond, Virginia 23235

DATE OF APPLICATION: August 1, 1972

APPLICATION NO: One (1)

PERIOD FROM: 6-30-72 TO: 7-31-72

State of: Virginia
County of: Richmond

The undersigned certifies that the Work herein has been completed in accordance with the Contract Documents, that all amounts have been paid for items for which previous Certificates for Payment were issued and payments received, and that the current payment is now due.

Central Valley Construction Company, Inc.
Contractor
P. O. Box 8809, Richmond, Virginia 23225
Address

By *John M. Showalter* August 1, 1972
John M. Showalter Date

Subscribed and sworn to before me this

1st day of August, 1972.

Notary Public: *Clarence J. Clendenen*

My Commission Expires: May 23, 1975

Application is made for Payment, as shown below, in connection with this Contract.

TOTAL COMPLETED TO DATE (F below)	32,434.00
STORED MATERIALS (see attached list)	-0-
TOTAL COMPLETED & STORED	32,434.00
RETAINAGE 10 %	3,243.40
TOTAL EARNED LESS RETAINAGE	29,190.60
LESS PREVIOUS PAYMENTS	-0-
CURRENT PAYMENT DUE	29,190.60

ITEM No. A	DESCRIPTION OF WORK B	SCHEDULED VALUE C	PREVIOUS APPLICATIONS D	THIS APPLICATION E	%	COMPLETED TO DATE F	BALANCE TO FINISH G
SECTION NO. 2 AND 3							
1.	Concrete & Reinforcing	87,434.	-0-	2,434.	03	2,434.	95,000.
2.	Masonry	50,500.	-0-	3,500.	07	3,500.	47,000.
3.	Structural Steel, Joist, Deck, Misc.	114,762.	-0-	16,000.	14	16,000.	98,762.
4.	Roofing & Sheet Metal	55,826.	-0-	-0-	-0-	-0-	55,826.
5.	Metal Doors & Frames	2,744.	-0-	500.	18	500.	2,244.
6.	Carpentry & Millwork	22,689.	-0-	-0-	-0-	-0-	22,689.
7.	Alum. Entrances, Glass and Glaze	10,200.	-0-	-0-	-0-	-0-	10,200.
8.	Facia Panels	45,000.	-0-	-0-	-0-	-0-	45,000.
9.	Acoustic & Resilient	23,230.	-0-	-0-	-0-	-0-	23,230.
10.	Painting & Decorating	5,100.	-0-	-0-	-0-	-0-	5,100.
11.	Caulking	2,915.	-0-	-0-	-0-	-0-	2,915.
12.	Finish Hardware	2,571.	-0-	-0-	-0-	-0-	2,571.
13.	Plumbing, Heating & A/C	85,000.	-0-	1,000.	01	1,000.	84,000.
14.	Electrical	45,000.	-0-	9,000.	20	9,000.	36,000.
15.	Toilet Partitions	475.	-0-	-0-	-0-	-0-	475.
16.	Toilet Accessories	300.	-0-	-0-	-0-	-0-	300.
SUB TOTAL OR REVISION		553,746.	-0-	32,434.		32,434.	521,312.

APPLICATION FOR PAYMENT

AIA DOCUMENT G702A

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

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CONTINUATION SHEET
APPLICATION NUMBER:

ITEM No. A	DESCRIPTION OF WORK B	SCHEDULED VALUE C	PREVIOUS APPLICATIONS D	THIS APPLICATION E	%	COMPLETED TO DATE F	BALANCE TO FINISH G
	Sub Total Forward	553,746.	-0-	32,434.		43,434.	521,312.
17.	Aluminum Soffit	5,956.	-0-	-0-	-0-	-0-	5,956.
18.	Exterior Sign	500.	-0-	-0-	-0-	-0-	500.
19.	Louvers	410.	-0-	-0-	-0-	-0-	410.
20.	Special Doors	1,830.	-0-	-0-	-0-	-0-	1,830.
21.	Fire Extinguishers	500.	-0-	-0-	-0-	-0-	500.
***** TOTAL		562,442.	-0-	32,434.		32,434.	530,508.

300

CERTIFICATE FOR PAYMENT

AIA DOCUMENT G703

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

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PROJECT: SECTION NO. 2 - LEASE SPACE
(name, address) SECTION NO. 3 - A & P FOOD STORE
U.S. 360 West, Elkhardt Rd. &
Chippenham Pky., Richmond, Va.

TO (Owner)

B. L. T. Associates
7148 Hull Street Road
Richmond, Virginia 23235

CERTIFICATE NUMBER: One (1)

PERIOD FROM 6-30-72 TO 7-31-72

ARCHITECT'S PROJECT NO:

CONTRACTOR: Central Valley Construction

CONTRACT DATE:

In accordance with this Contract and the attached Application For Payment the Contractor is entitled to payment in the amount stipulated below. The present status of the account for this Contract is as follows:

		ADDITIONS \$	DEDUCTIONS \$
Change Orders approved in previous months by Owner — TOTAL			
Subsequent Change Orders			
Number	Approved (date)		
TOTALS			

Net change by Change Orders

\$

ORIGINAL CONTRACT SUM . . \$ 562,942.00
CHANGE ORDERS
TOTAL ADDITIONS . . \$ -0-
SUB TOTAL \$ -0-
TOTAL DEDUCTIONS . . \$ -0-
CONTRACT SUM TO DATE . . \$ 562,942.00
BALANCE TO FINISH . . \$ 530,508.00
TOTAL COMPLETED TO DATE \$ 32,434.00
MATERIALS STORED . . \$ -0-
TOTAL COMPLETED & STORED \$ -0-
RETAINAGE 10 % 3,243.40
TOTAL EARNED LESS
RETAINAGE \$ 29,190.60
LESS PREVIOUS
CERTIFICATES \$ -0-
THIS CERTIFICATE \$ 29,190.60

Architect: Armstrong and Salomonsky, Architects

By:

Date: August 1, 1972

This Certificate is not negotiable. It is payable only to the payee named herein and its issuance, payment and acceptance are without prejudice to any rights of the Owner or Contractor under their Contract. If AIA DOCUMENT G702, APPLICATION FOR PAYMENT, or other application form containing satisfactory evidence of payment for Work previously completed DOES NOT ACCOMPANY THIS CERTIFICATE, the Contractor shall first provide the equivalent certification by completing and executing the following:

State of: Virginia

Subscribed and sworn to before me this

City of: Richmond

1st day of August 19 72 .

The undersigned certifies that the Work covered by this Certificate for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid for Work for which previous Certificates for Payment were issued and payments received, and that the current payment shown herein is now due.

Notary Public: *E. J. [Signature]*

My Commission expires: May 23, 1975

Contractor: CENTRAL VALLEY CONSTRUCTION COMPANY, INC.

By: *John M. Showalter*
John M. Showalter

Date: August 1, 1972

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APPLICATION FOR PAYMENT

AIA DOCUMENT G702

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT: SECTION NO. 2 - LEASE SPACE
(name, address) SECTION NO. 3 - A & P FOOD STORE
U.S. 360 West, Elkhardt Rd. & Chippenham Pky.
TO (Owner) Richmond, Virginia

B. L. T. Associates
7148 Hull Street Road
Richmond, Virginia 23235

DATE OF APPLICATION: September 1, 1972
APPLICATION NO: Two (2)

PERIOD FROM: 8-1-72 TO: 8-31-72

State of: Virginia
County of: Richmond

The undersigned certifies that the Work herein has been completed in accordance with the Contract Documents, that all amounts have been paid for items for which previous Certificates for Payment were issued and payments received, and that the current payment is now due.

Central Valley Construction Company, Inc.
Contractor

P. O. Box 8809, Richmond, Virginia 23225
Address

By John M. Showalter Date 9-1-72

Subscribed and sworn to before me this

1st day of September, 19 72.

Notary Public: Elyse J. Claver

My Commission Expires: May 23, 1975

Application is made for Payment, as shown below, in connection with this Contract.

TOTAL COMPLETED TO DATE (F below)	<u>138,934.00</u>
STORED MATERIALS (see attached list)	<u>-0-</u>
TOTAL COMPLETED & STORED	<u>138,934.00</u>
RETAINAGE 10 %	<u>13,893.40</u>
TOTAL EARNED LESS RETAINAGE	<u>125,040.60</u>
LESS PREVIOUS PAYMENTS	<u>29,190.60</u>
CURRENT PAYMENT DUE	<u>95,850.00</u>

ITEM No. A	DESCRIPTION OF WORK B	SCHEDULED VALUE C	PREVIOUS APPLICATIONS D	THIS APPLICATION E	%	COMPLETED TO DATE F	BALANCE TO FINISH G
	<u>SECTION NO. 2 and 3</u>						
1.	Concrete & Reinforcing	87,434.	2,434.	3,500.	06	5,934.	81,500.
2.	Masonry	50,500.	3,500.	21,000.	48	24,500.	26,000.
3.	Structural Steel, Joist, Deck, Misc.	114,762.	16,000.	55,000.	62	71,000.	43,762.
4.	Roofing & Sheet Metal	55,826.	-0-	-0-	-0-	-0-	55,826.
5.	Metal Doors & Frames	2,744.	500.	2,000.	91	2,500.	244.
6.	Carpentry & Millwork	22,689.	-0-	-0-	-0-	-0-	22,689.
7.	Alum. Entrances, Glass and Glaze	10,200.	-0-	-0-	-0-	-0-	10,200.
8.	Facia Panels	45,000.	-0-	13,000.	28	13,000.	32,000.
9.	Acoustic & Resilient	23,230.	-0-	-0-	-0-	-0-	23,230.
10.	Painting & Decorating	5,100.	-0-	-0-	-0-	-0-	5,100.
11.	Caulking	2,915.	-0-	-0-	-0-	-0-	2,915.
12.	Finish Hardware	2,571.	-0-	1,500.	58	1,500.	1,071.
13.	Plumbing, Heating & A/C	85,000.	1,000.	7,000.	09	8,000.	77,000.
14.	Electrical	45,000.	9,000.	3,500.	27	12,500.	32,500.
15.	Toilet Partitions	475.	-0-	-0-	-0-	-0-	475.
16.	Toilet Accessories	300.	-0-	-0-	-0-	-0-	300.
	SUB TOTAL XXXXXX	553,746.	32,434.	106,500.		138,934.	414,812.

AIA DOCUMENT G702A

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

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AIA DOCUMENT G703

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

CERTIFICATE NUMBER: Two (2)

PERIOD FROM 8-1-72 TO 8-31-72

ARCHITECT'S PROJECT NO:

CONTRACTOR: Central Valley Construction

CONTRACT DATE:

In accordance with this Contract and the attached Application For Payment the Contractor is entitled to payment in the amount stipulated below. The present status of the account for this Contract is as follows:

		ADDITIONS \$	DEDUCTIONS \$
Change Orders approved in previous months by Owner — TOTAL			
Subsequent Change Orders			
Number	Approved (date)		
TOTALS			

Net change by Change Orders

ORIGINAL CONTRACT SUM	\$ 562,942.00
CHANGE ORDERS	
TOTAL ADDITIONS	\$ -0-
SUB TOTAL	\$ -0-
TOTAL DEDUCTIONS	\$ -0-
CONTRACT SUM TO DATE	\$ 562,942.00
BALANCE TO FINISH	\$ 424,008.00
TOTAL COMPLETED TO DATE	\$ 138,934.00
MATERIALS STORED	\$ -0-
TOTAL COMPLETED & STORED	\$ 138,934.00
RETAINAGE <u>10</u> %	13,893.40
TOTAL EARNED LESS	
RETAINAGE	\$ 125,040.60
LESS PREVIOUS	
CERTIFICATES	\$ 29,190.60
THIS CERTIFICATE	\$ 95,850.00

Architect: Armstrong and Salomonsky Ltd.

By:

Date: September 1, 1972

This Certificate is not negotiable. It is payable only to the payee named herein and its issuance, payment and acceptance are without prejudice to any rights of the Owner or Contractor under their Contract. If AIA DOCUMENT G702, APPLICATION FOR PAYMENT, or other application form containing satisfactory evidence of payment for Work previously completed DOES NOT ACCOMPANY THIS CERTIFICATE, the Contractor shall first provide the equivalent certification by completing and executing the following:

State of: Virginia

Subscribed and sworn to before me this

City ~~xxxxxx~~ of: Richmond

1st day of September 19 72.

The undersigned certifies that the Work covered by this Certificate for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid for Work for which previous Certificates for Payment were issued and payments received, and that the current payment shown herein is now due.

Notary Public: *Elyse J. Thomas*

My Commission expires: May 23, 1975

Contractor: CENTRAL VALLEY CONSTRUCTION COMPANY, INC.

By:

Date: September 1, 1972

APPLICATION FOR PAYMENT

AIA DOCUMENT G702

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT: SECTION NO. 2 - LEASE SPACE
(name, address) SECTION NO. 3 - A & P FOOD STORE
U. S. 360 West, Elkhardt Rd., & Chippenham Pky.
TO (Owner) Richmond, Virginia

R. L. T. Associates
7148 Hull Street Road
Richmond, Virginia 23235

DATE OF APPLICATION: October 1, 1972

APPLICATION NO: Three (3)

PERIOD FROM: 9-1-72 TO: 9-30-72

State of: Virginia
County of: Richmond

The undersigned certifies that the Work herein has been completed in accordance with the Contract Documents, that all amounts have been paid for items for which previous Certificates for Payment were issued and payments received, and that the current payment is now due.

Central Valley Construction Co., Inc.

Contractor
P. O. Box 8809, Richmond, Va. 23225

Address *John M. Showalter* 9-30-72

By John M. Showalter Date

Subscribed and sworn to before me this
30th day of Sept. , 1972

Notary Public: *Elizabeth J. Clower*
My Commission Expires: May 23, 1975

Application is made for Payment, as shown below, in connection with this Contract.

TOTAL COMPLETED TO DATE (F below)	195,284.00
STORED MATERIALS (see attached list)	-0-
TOTAL COMPLETED & STORED	195,284.00 195,284.00
RETAINAGE 10 %	19,528.40 19,528.40
TOTAL EARNED LESS RETAINAGE	175,755.60 175,755.60
LESS PREVIOUS PAYMENTS	125,040.60 125,040.60
CURRENT PAYMENT DUE	50,715.00 50,715.00

\$ 48,285.00

ITEM No. A	DESCRIPTION OF WORK B	SCHEDULED VALUE C	PREVIOUS APPLICATIONS D	THIS APPLICATION E	%	COMPLETED TO DATE F	BALANCE TO FINISH G
	<u>SECTION NO. 2 and 3</u>						
1.	Concrete & Reinforcing	87,434.00	5,934.	9,000.	17	14,934.	72,500.
2.	Masonry	50,500.00	24,500.	7,000.	62	31,500.	19,000.
3.	Structural Steel, Joist, Deck, Misc.	114,762.00	71,000.	14,500.	74	85,500.	29,262.
4.	Roofing, & Sheet Metal	55,826.00	-0-	6,000.	10	6,000.	49,826.
5.	Metal Doors & Frames	2,744.00	2,500.	-0-	91	2,500	244.
6.	Carpentry & Millwork	22,689.00	-0-	-0-	0	-0-	22,689.
7.	Alum. Entrances, Glass, and Glaze	10,200.00	-0-	-0-	0	-0-	10,200.
8.	Facia Panels	45,000.00	13,000.	13,500.	58	26,500.	18,500.
9.	Acoustic & Resilient	23,230.00	-0-	-0-	0	-0-	23,230.
10.	Painting & Decorating	5,100.00	-0-	-0-	0	-0-	5,100.
11.	Caulking	2,915.00	-0-	-0-	0	-0-	2,915.
12.	Finish Hardware	2,571.00	1,500.	650.	83	2,150.	421.
13.	Plumbing, Heating & A/C.	85,000.00	8,000.	3,000.	13	11,000.	74,000.
14.	Electrical	45,000.00	12,500.	2,700 33	33	15,200.	29,800.
15.	Toilet Partitions	475.00	-0-	-0-	0	-0-	475.
16.	Toilet Accessories	300.00	-0-	-0-	0	-0-	300.
	SUB TOTAL ON TOTAL	553,746.00	138,934.	56,350.		195,284.	358,462.
				305		195,284.	301,162.

APPLICATION FOR PAYMENT

AIA DOCUMENT G702A

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

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CONTINUATION SHEET
APPLICATION NUMBER:

ITEM No. A	DESCRIPTION OF WORK B	SCHEDULED VALUE C	PREVIOUS APPLICATIONS D	THIS APPLICATION E	%	COMPLETED TO DATE F	BALANCE TO FINISH G
	Sub Total Foward	553,746.00	138,934.	56,350.		195,284.	358,462.
17.	Aluminum Soffit	5,956.00	-0-	-0-	0	-0-	5,956.
18.	Exterior Sign	500.00	-0-	-0-	0	-0-	500.
19.	Louvers	410.00	-0-	-0-	0	-0-	410.
20.	Special Doors	1,830.00	-0-	-0-	0	-0-	1,830.
21.	Fire Exteinguishers	500.00	-0-	-0-	0	-0-	500.
XXXXXXXXXX TOTAL		562,942.00	138,934	56,350.		195,284.	367,658.

AIA DOCUMENT G703

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

PROJECT: SECTION NO. 2 - LEASE SPACE
(name, address) SECTION NO. 3 - A & P FOOD STORE
U.S. 360 West, Elkhardt Rd. and
Chippenham Pkwy., Richmond, Va.

TO (Owner)

B. L. T. Associates
7148 Hull Street Road
Richmond, Virginia 23235

CERTIFICATE NUMBER: Three (3)

PERIOD FROM 9-1-72 TO 9-30-72

ARCHITECT'S PROJECT NO:

CONTRACTOR: Central Valley Constructio

CONTRACT DATE:

In accordance with this Contract and the attached Application For Payment the Contractor is entitled to payment in the amount stipulated below. The present status of the account for this Contract is as follows:

		ADDITIONS \$	DEDUCTIONS \$
Change Orders approved in previous months by Owner— TOTAL			
Subsequent Change Orders			
Number	Approved (date)		
TOTALS			

Net change by Change Orders

ORIGINAL CONTRACT SUM	\$ 562,942.00
CHANGE ORDERS	
TOTAL ADDITIONS	\$ -0-
SUB TOTAL	\$ -0-
TOTAL DEDUCTIONS	\$ -0-
CONTRACT SUM TO DATE	\$ 562,942.00
BALANCE TO FINISH	\$ 367,658.00
TOTAL COMPLETED TO DATE	\$ 195,284.00
MATERIALS STORED	\$ -0-
TOTAL COMPLETED & STORED	\$ 195,284.00
RETAINAGE 10 %	19,528.40
TOTAL EARNED LESS	
RETAINAGE	\$ 175,755.60
LESS PREVIOUS	
CERTIFICATES	\$ 125,040.60
THIS CERTIFICATE	\$ 50,715.00

Architect: **Armstrong and Salomonsky, Ltd**

By:

Date: September 30, 1972

This Certificate is not negotiable. It is payable only to the payee named herein and its issuance, payment and acceptance are without prejudice to any rights of the Owner or Contractor under their Contract. If AIA DOCUMENT G702, APPLICATION FOR PAYMENT, or other application form containing satisfactory evidence of payment for Work previously completed DOES NOT ACCOMPANY THIS CERTIFICATE the Contractor shall first provide the equivalent certification by completing and executing the following:

State of: Virginia

Subscribed and sworn to before me this

City ~~County~~ of: Richmond

30th day of September 19 72

The undersigned certifies that the Work covered by this Certificate for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid for Work for which previous Certificates for Payment were issued and payments received, and that the current payment shown herein is now due.

Notary Public: *Elizabeth J. Clower*

My Commission expires: May 23, 1975

Contractor: Central Valley Construction Company, Inc.

By:

Date: September 30, 1972

307

APPLICATION FOR PAYMENT

AIA DOCUMENT G702

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

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PROJECT: SECTION NO. 2 - LEASE SPACE
(name, address) SECTION NO. 3 - A & P FOOD STORE
U.S. 360 West, Elkhart R. & Chippenham Pky.
TO (Owner) Richmond, Virginia

B. L. T. Associates
7148 Hull Street Road
Richmond, Virginia 23235

DATE OF APPLICATION: November 1, 1972

APPLICATION NO: Four (4)

PERIOD FROM: 10-1-72 TO: 10-31-72

State of: Virginia
County of: Richmond

The undersigned certifies that the Work herein has been completed in accordance with the Contract Documents, that all amounts have been paid for items for which previous Certificates for Payment were issued and payments received, and that the current payment is now due.

Central Valley Construction Company, Inc.
Contractor

P. O. Box 8809, Richmond, Virginia 23225

Address *John M. Showalter* November 1, 1972
By *John M. Showalter* Date

Subscribed and sworn to before me this

1st day of November, 1972

Notary Public: *Elizabeth J. Clouse*

My Commission Expires: May 23, 1975

Application is made for Payment, as shown below, in connection with this Contract.

TOTAL COMPLETED TO DATE (F below)	240,284.00
STORED MATERIALS (see attached list)	-0-
TOTAL COMPLETED & STORED	240,284.00
RETAINAGE 10 %	24,028.40
TOTAL EARNED LESS RETAINAGE	216,255.60
LESS PREVIOUS PAYMENTS	173,325.60
CURRENT PAYMENT DUE	42,930.00

ITEM No. A	DESCRIPTION OF WORK B	SCHEDULED VALUE C	PREVIOUS APPLICATIONS D	THIS APPLICATION E	%	COMPLETED TO DATE F	BALANCE TO FINISH G
	<u>SECTION NO. 2 and 3</u>						
1.	Concrete & Reinforcing	87,434.	14,934.	12,000.	30	26,934.	60,500.
2.	Masonry	50,500.	31,500.	12,500.	87	44,000.	6,500.
3.	Structural Steel, Joist, Deck, Misc.	114,762.	85,500.	6,500.	80	92,000.	22,762.
4.	Roofing & Sheetmetal	55,826.	6,000.	8,000.	25	14,000.	41,826.
5.	Metal Doors & Frames	2,744.	2,500.	-0-	91	2,500.	244.
6.	Carpentry & Millwork	22,689.	-0-	-0-	-0-	-0-	22,689.
7.	Alum. Entrances, Glass and Glaze	10,200.	-0-	-0-	-0-	-0-	10,200.
8.	Facia Panels	45,000.	26,500.	-0-	58	26,500.	18,500.
9.	Acoustic & Resilient	23,230.	-0-	-0-	-0-	-0-	23,230.
10.	Painting & Decorating	5,100.	-0-	-0-	-0-	-0-	5,100.
11.	Caulking	2,915.	-0-	-0-	-0-	-0-	2,915.
12.	Finish Hardware	2,571.	2,150.	-0-	83	2,150.	421.
13.	Plumbing, Heating & A/C	85,000.	11,000.	6,000.	20	17,000.	68,000.
14.	Electrical	45,000.	12,500.	2,700.	33	15,200.	29,800.
15.	Toilet Partitions	475.	-0-	-0-	-0-	-0-	475.
16.	Toilet Accessories	300.	-0-	-0-	-0-	-0-	300.
	SUB TOTAL OR TOTAL	553,746.	192,584.	47,700.		240,284.	313,462.

APPLICATION FOR PAYMENT

AIA DOCUMENT G702A

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

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CONTINUATION SHEET
APPLICATION NUMBER:

ITEM No. A	DESCRIPTION OF WORK B	SCHEDULED VALUE C	PREVIOUS APPLICATIONS D	THIS APPLICATION E	%	COMPLETED TO DATE F	BALANCE TO FINISH G
	Sub Total Forward	553,746.	192,584.	47,700.		240,284.	313,462.
17.	Aluminum Soffit	5,956.	-0-	-0-	-0-	-0-	5,956.
18.	Exterior Sign	500.	-0-	-0-	-0-	-0-	500.
19.	Louvers	410.	-0-	-0-	-0-	-0-	410.
20.	Special Doors	1,830.	-0-	-0-	-0-	-0-	1,830.
21.	Fire Extinguishers	500.	-0-	-0-	-0-	-0-	500.
XXXXXXXXXX TOTAL		562,942.	192,584.	47,700.		240,284.	322,658.

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AIA DOCUMENT G703

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

TO (Owner)

SECTION NO. 2 - LEASE SPACE
SECTION NO. 3 - A & P FOOD STORE
U.S. 360 West, Elkhardt Rd. and
Chippenham Pkwy., Richmond, Va.

CERTIFICATE NUMBER: Four (4)

PERIOD FROM 10-1-72 TO 10-31-72

ARCHITECT'S PROJECT NO:

CONTRACTOR: Central Valley Construction

CONTRACT DATE:

B. L. T. Associates
7148 Hull Street Road
Richmond, Virginia 23235

In accordance with this Contract and the attached Application For Payment the Contractor is entitled to payment in the amount stipulated below. The present status of the account for this Contract is as follows:

		ADDITIONS \$	DEDUCTIONS \$
Change Orders approved in previous months by Owner — TOTAL			
Subsequent Change Orders			
Number	Approved (date)		
TOTALS			

Net change by Change Orders

ORIGINAL CONTRACT SUM . . . \$	562,942.00
CHANGE ORDERS	
TOTAL ADDITIONS . . . \$	-0-
SUB TOTAL . . . \$	-0-
TOTAL DEDUCTIONS . . . \$	-0-
CONTRACT SUM TO DATE . . . \$	562,942.00
BALANCE TO FINISH . . . \$	322,658.00
TOTAL COMPLETED TO DATE \$	240,284.00
MATERIALS STORED . . . \$	-0-
TOTAL COMPLETED & STORED \$	240,284.00
RETAINAGE 10 %	24,028.40
TOTAL EARNED LESS	
RETAINAGE \$	216,255.60
LESS PREVIOUS	
CERTIFICATES \$	173,325.60
THIS CERTIFICATE \$	42,930.00

Architect: ~~Armstrong~~ and Salomonsky, Ltd.

By:

Date: November 1, 1972

This Certificate is not negotiable. It is payable only to the payee named herein and its issuance, payment and acceptance are without prejudice to any rights of the Owner or Contractor under their Contract. If AIA DOCUMENT G702, APPLICATION FOR PAYMENT, or other application form containing satisfactory evidence of payment for Work previously completed DOES NOT ACCOMPANY THIS CERTIFICATE, the Contractor shall first provide the equivalent certification by completing and executing the following:

State of: Virginia

Subscribed and sworn to before me this

City ~~XXXXXX~~ of: Richmond

1st day of November 19 72 .

The undersigned certifies that the Work covered by this Certificate for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid for Work for which previous Certificates for Payment were issued and payments received, and that the current payment shown herein is now due.

Notary Public: Elizabeth J. Clowe

My Commission expires: May 23, 1975

Contractor: Central Valley Construction Company, Inc.

By:

Date: November 1, 1972

John M. Showalter

310

APPLICATION FOR PAYMENT

AIA DOCUMENT G702

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT: SECTION NO. 2 - LEASE SPACE
(name, address) SECTION NO. 3 - A & P FOOD STORE
U.S. 360 West, Elkhardt Rd. & Chippenham Pkwy.
TO (Owner) Richmond, Virginia

B. L. T. Associates
7148 Hull Street Road
Richmond, Virginia 23235

DATE OF APPLICATION: December 7, 1972

APPLICATION NO: Five (5)

PERIOD FROM: 11-1-72 TO: 11-30-72

State of: Virginia

County of: Richmond

The undersigned certifies that the Work herein has been completed in accordance with the Contract Documents, that all amounts have been paid for items for which previous Certificates for Payment were issued and payments received, and that the current payment is now due.

Central Valley Construction Company, Inc.
Contractor

P. O. Box 8809, Richmond, Virginia 23225

Address

By John M. Showalter December 7, 1972
Date

Subscribed and sworn to before me this

7th day of December, 19 72.

Notary Public: May 23, 1975

My Commission Expires:

Application is made for Payment, as shown below, in connection with this Contract.

TOTAL COMPLETED TO DATE (F below)	<u>388,459.00</u>
STORED MATERIALS (see attached list)	<u>-0-</u>
TOTAL COMPLETED & STORED	<u>388,459.00</u>
RETAINAGE 10 %	<u>38,845.90</u>
TOTAL EARNED LESS RETAINAGE	<u>349,613.10</u>
LESS PREVIOUS PAYMENTS	<u>216,255.60</u>
CURRENT PAYMENT DUE	<u>133,357.50</u>

ITEM No. A	DESCRIPTION OF WORK B	SCHEDULED VALUE C	PREVIOUS APPLICATIONS D	THIS APPLICATION E	%	COMPLETED TO DATE F	BALANCE TO FINISH G
<u>SECTION NO. 2 and 3</u>							
1.	Concrete & Reinforcing	87,434.	26,934.	35,000.	70	61,934.	25,500.
2.	Masonry	50,500.	44,000.	6,000.	99	50,000.	500.
3.	Structural Steel, Joist, Deck, Misc.	114,762.	92,000.	18,000.	95	110,000.	4,762.
4.	Roofing & Sheetmetal	55,826.	14,000.	12,500.	47	26,500.	29,326.
5.	Metal Doors & Frames	2,744.	2,500.	-0-	91	2,500.	244.
6.	Carpentry & Millwork	22,689.	-0-	13,000.	57	13,000.	9,689.
7.	Alum. Entrances, Glass and Glaze	10,200.	-0-	-0-	0	-0-	10,200.
8.	Facia Panels	45,000.	26,500.	9,500.	80	36,000.	9,000.
9.	Acoustic & Resilient	23,230.	-0-	-0-	0	-0-	23,230.
10.	Painting & Decorating	5,100.	-0-	-0-	0	-0-	5,100.
11.	Caulking	2,915.	-0-	-0-	0	-0-	2,915.
12.	Finish Hardware	2,571.	2,150.	-0-	83	2,150.	421.
13.	Plumbing, Heating & A/C	85,000.	17,000.	13,000.	35	30,000.	55,000.
14.	Electrical	45,000.	15,200.	13,000.	62	28,200.	16,800.
15.	Toilet Partitions	475.	-0-	475.	100	475.	-0-
16.	Toilet Accessories	300.	-0-	-0-	0	-0-	300.
SUB TOTAL 388,459.00		553,746.	240,284.	120,475.		360,759.	192,987.

APPLICATION FOR PAYMENT

AIA DOCUMENT G702A

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

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CONTINUATION SHEET
APPLICATION NUMBER:

ITEM No. A	DESCRIPTION OF WORK B	SCHEDULED VALUE C	PREVIOUS APPLICATIONS D	THIS APPLICATION E	%	COMPLETED TO DATE F	BALANCE TO FINISH G
	Sub Totals Forward	533,746.	240,284.	120,475.		360,759.	192,987.
17.	Aluminum Soffit	5,956.	-0-	-0-	0	-0-	5,956
18.	Exterior Sign	500.	-0-	-0-	0	-0-	500.
19.	Louvers	410.	-0-	-0-	0	-0-	410.
20.	Special Doors	1,830.	-0-	-0-	0	-0-	1,830.
21.	Fire Extinguishers	500.	-0-	-0-	0	-0-	500.
#1.	C.O. Pasquale's to Date	17,000.	-0-	17,000.	0	17,000.	-0-
#2.	C.O. Beauty Salon to Date	10,700.	-0-	10,700.	0	10,700.	-0-
	Sub Totals TOTAL	590,642.	240,284.	148,175.		388,459.	202,183.

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AIA DOCUMENT G703

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

PROJECT: SECTION NO. 2 - LEASE SPACE
(name, address) SECTION NO. 3 - A & P FOOD STORE
U.S. 360 West, Elkhardt Rd. and
Chippenham Pkwy. Richmond, Va.

TO (Owner)

B. L. T. Associates
7148 Hull Street Road
Richmond, Virginia 23235

CERTIFICATE NUMBER: Five (5)

PERIOD FROM 11-1-72 TO 11-30-72

ARCHITECT'S PROJECT NO:

CONTRACTOR: Central Valley Construction

CONTRACT DATE:

In accordance with this Contract and the attached Application For Payment the Contractor is entitled to payment in the amount stipulated below. The present status of the account for this Contract is as follows:

		ADDITIONS \$	DEDUCTIONS \$
Change Orders approved in previous months by Owner — TOTAL			
Subsequent Change Orders			
Number	Approved (date)		
TOTALS			

Net change by Change Orders

ORIGINAL CONTRACT SUM	\$ 562,942.00
CHANGE ORDERS	
TOTAL ADDITIONS	\$ 27,700.00
SUB TOTAL	\$ 590,642.90
TOTAL DEDUCTIONS	\$ -0-
CONTRACT SUM TO DATE	\$ 590,642.00
BALANCE TO FINISH	\$ 202,183.00
TOTAL COMPLETED TO DATE	\$ 388,459.00
MATERIALS STORED	\$ -0-
TOTAL COMPLETED & STORED	\$ 388,459.00
RETAINAGE <u>10</u> %	<u>38,845.90</u>
TOTAL EARNED LESS	
RETAINAGE	\$ 349,613.10
LESS PREVIOUS	
CERTIFICATES	\$ 216,255.60
THIS CERTIFICATE	\$ <u>133,357.50</u>

$$\begin{array}{r} 98,426.22 \\ \hline 231,885.50 \end{array}$$

Architect: Armstrong and Salomonsky, Ltd.

By:

Date: December 7, 1972

This Certificate is not negotiable. It is payable only to the payee named herein and its issuance, payment and acceptance are without prejudice to any rights of the Owner or Contractor under their Contract. If AIA DOCUMENT G702, APPLICATION FOR PAYMENT, or other application form containing satisfactory evidence of payment for Work previously completed DOES NOT ACCOMPANY THIS CERTIFICATE, the Contractor shall first provide the equivalent certification by completing and executing the following:

State of: Virginia

Subscribed and sworn to before me this

City ~~County~~ of: Richmond

7th day of December 19 72.

The undersigned certifies that the Work covered by this Certificate for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid for Work for which previous Certificates for Payment were issued and payments received, and that the current payment shown herein is now due.

Notary Public: *Elizabeth J. Clarke*

My Commission expires: May 23, 1975

Contractor: Central Valley Construction Company, Inc.

By:

Date: December 7, 1972

John M. Showalter

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ICATION PAYMENT

DOCUMENT G702

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

PROJECT: SECTION NO. 2 - LEASE SPACE
(name, address) SECTION NO. 3 - A & P FOOD STORE
U.S. 360 West, Elkhardt Rd. & Chippenham Pky.

TO (Owner) Richmond, Virginia

B. L. T. Associates
7148 Hull Street Road
Richmond, Virginia 23235

DATE OF APPLICATION: January 15, 1973

APPLICATION NO: Six (6)

PERIOD FROM: 12-1-72 TO: 12-31-72

State of: Virginia

County of: Richmond

The undersigned certifies that the Work herein has been completed in accordance with the Contract Documents, that all amounts have been paid for items for which previous Certificates for Payment were issued and payments received, and that the current payment is now due.

Central Valley Construction Company, Inc.
Contractor
P. O. Box 8809, Richmond, Virginia 23225
Address

By John M. Showalter Date Jan. 15, 1973

Subscribed and sworn to before me this 15th day of January, 1973.

Notary Public:

My Commission Expires: May 23, 1975

Application is made for Payment, as shown below, in connection with this Contract.

TOTAL COMPLETED TO DATE (F below)	466,465.00
STORED MATERIALS (see attached list)	-0-
TOTAL COMPLETED & STORED	466,465.00
RETAINAGE 10 %	46,646.50
TOTAL EARNED LESS RETAINAGE	419,818.50
LESS PREVIOUS PAYMENTS	349,613.10
CURRENT PAYMENT DUE	70,205.40

ITEM No. A	DESCRIPTION OF WORK B	SCHEDULED VALUE C	PREVIOUS APPLICATIONS D	THIS APPLICATION E	%	COMPLETED TO DATE F	BALANCE TO FINISH G
SECTION NO. 2 and 3							
1.	Concrete & Reinforcing	87,434.	61,934.	-0-	70	61,934.	25,500.
2.	Masonry	50,500.	50,000.	500.	100	50,500.	-0-
3.	Structural Steel, Joist. Deck, Misc.	114,762.	110,000.	4,762.	100	114,762.	-0-
4.	Roofing & Sheet Metal	55,826.	26,500.	6,000.	58	32,500.	23,326.
5.	Metal Doors & Frames	2,744.	2,500.	244.	100	2,744.	-0-
6.	Carpentry & Millwork	22,689.	13,000.	7,500.	90	20,500.	2,189.
7.	Alum. Entrances, Glass and Glaze	10,200.	-0-	9,700.	95	9,700.	500.
8.	Facia Panels	45,000.	36,000.	7,500.	96	43,500.	1,500.
9.	Acoustic & Resilient	23,230.	-0-	6,000.	25	6,000.	17,230.
10.	Painting & Decorating	5,100.	-0-	-0-	-0-	-0-	5,100.
11.	Caulking	2,915.	-0-	1,500.	51	1,500.	1,415.
12.	Finish Hardware	2,571.	2,150.	200.	91	2,350.	221.
13.	Plumbing, Heating & A/C	85,000.	30,000.	20,000.	58	50,000.	35,000.
14.	Electrucak	45,000.	28,200.	12,600.	90	40,800.	4,200.
15.	Toilet Partitions	475.	475.	-0-	100	475.	-0-
16.	Toilet Accessories	300.	-0-	-0-	-0-	-0-	300.
SUB TOTAL		553,746.	360,759.	76,506.		437,265.	116,481.

OF VETER
ARCHITECT
CONTRACTOR
FIELD
OTHER

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AIA DOCUMENT G703

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

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TO (Owner)

B. L. T. Associates
7148 Hull Street Road
Richmond, Virginia 23235

PERIOD FROM 12-1-72 TO 12-31-72

ARCHITECT'S PROJECT NO:

CONTRACTOR: Central Valley Construction Co.

CONTRACT DATE:

In accordance with this Contract and the attached Application For Payment the Contractor is entitled to payment in the amount stipulated below. The present status of the account for this Contract is as follows:

		ADDITIONS \$	DEDUCTIONS \$
Change Orders approved in previous months by Owner — TOTAL			
Subsequent Change Orders			
Number	Approved (date)		
TOTALS			

Net change by Change Orders

ORIGINAL CONTRACT SUM . . .	\$ 562,942.00
CHANGE ORDERS	
TOTAL ADDITIONS . . .	\$ 27,700.00
SUB TOTAL	\$ 590,642.00
TOTAL DEDUCTIONS . . .	\$ -0-
CONTRACT SUM TO DATE . .	\$ 590,642.00
BALANCE TO FINISH . . .	\$ 124,177.00
TOTAL COMPLETED TO DATE	\$ 466,465.00
MATERIALS STORED . . .	\$ -0-
TOTAL COMPLETED & STORED	\$ 466,465.00
RETAINAGE <u>10</u> %	46,646.50
TOTAL EARNED LESS	
RETAINAGE	\$ 419,818.50
LESS PREVIOUS	
CERTIFICATES	\$ 349,613.10
THIS CERTIFICATE	\$ 70,205.40

Architect: Armstrong and Salomonsky, Ltd.

By:

Date: January 15, 1973

This Certificate is not negotiable. It is payable only to the payee named herein and its issuance, payment and acceptance are without prejudice to any rights of the Owner or Contractor under their Contract. If AIA DOCUMENT G702, APPLICATION FOR PAYMENT, or other application form containing satisfactory evidence of payment for Work previously completed DOES NOT ACCOMPANY THIS CERTIFICATE, the Contractor shall first provide the equivalent certification by completing and executing the following:

State of: Virginia

~~COUNTY~~ of: Richmond

The undersigned certifies that the Work covered by this Certificate for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid for Work for which previous Certificates for Payment were issued and payments received, and that the current payment shown herein is now due.

Subscribed and sworn to before me this

15th day of January 19 73 .

Notary Public:

My Commission expires: May 23, 1975

Contractor: Central Valley Construction Company, Inc.

By: _____ Date: January 15, 1973

John M. Showalter

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APPLICATION FOR PAYMENT

AIA DOCUMENT G702

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

PROJECT: SECTION NO. 2 - LEASE SPACE
(name, address) SECTION NO. 3 - A & P FOOD STORE
U.S. 360 West, Elkhardt Rd. & Chippenham Pky.

TO (Owner) Richmond, Virginia

B.L.T. Associates
7148 Hull Street Road
Richmond, Virginia 23235

DATE OF APPLICATION: February 12, 1973

APPLICATION NO: Seven (7)

PERIOD FROM: 1-1-73 TO: 1-31-73

State of: Virginia
County of: Richmond

The undersigned certifies that the Work herein has been completed in accordance with the Contract Documents, that all amounts have been paid for items for which previous Certificates for Payment were issued and payments received, and that the current payment is now due.

Central Valley Construction Company, Inc.
Contractor
P.O. Box 8809, Richmond, Virginia 23225
Address

By John M. Showalter Date Feb. 12, 1973

Subscribed and sworn to before me this
12th day of February, 19 73.

Notary Public:

My Commission Expires: May 23, 1975

Application is made for Payment, as shown below, in connection with this Contract.

TOTAL COMPLETED TO DATE (F below)	<u>632,747.00</u>
STORED MATERIALS (see attached list)	<u>-0-</u>
TOTAL COMPLETED & STORED	<u>632,747.00</u>
RETAINAGE 10 %	<u>63,274.70</u>
TOTAL EARNED LESS RETAINAGE	<u>569,472.30</u>
LESS PREVIOUS PAYMENTS	<u>419,818.50</u>
CURRENT PAYMENT DUE	<u>149,653.80</u>

ITEM No. A	DESCRIPTION OF WORK B	SCHEDULED VALUE C	PREVIOUS APPLICATIONS D	THIS APPLICATION E	%	COMPLETED TO DATE F	BALANCE TO FINISH G
	<u>SECTION NO. 2 and 3</u>						
1.	Concrete & Reinforcing	87,434.	61,934.	10,500.	83	72,434.	15,000.
2.	Masonry	50,500.	50,500.	-0-	100	50,500.	-0-
3.	Structural Steel, Joist, Deck, Misc.	114,762.	114,762.	-0-	100	114,762.	-0-
4.	Roofing & Sheetmetal	55,826.	32,500.	15,500.	86	48,000.	7,826.
5.	Metal Doors & Frames	2,744.	2,744.	-0-	100	2,744.	-0-
6.	Carpentry & Millwork	22,689.	20,500.	2,189.	100	22,689.	-0-
7.	Alum. Entrances, Glass and Glaze	10,200.	9,700.	500.	100	10,200.	-0-
8.	Facia Panels	45,000.	43,500.	1,500.	100	45,000.	-0-
9.	Acoustic & Resilient	23,230.	6,000.	16,230.	96	22,230.	1,000.
10.	Painting & Decorating	5,100.	-0-	1,600.	32	1,600.	3,500.
11.	Caulking	2,915.	1,500.	415.	66	1,915.	1,000.
12.	Finish Hardware	2,571.	2,350.	221.	100	2,571.	-0-
13.	Plumbing, Heating & A/C	85,000.	50,000.	35,000.	100	85,000.	-0-
14.	Electrical	45,000.	40,800.	2,500.	96	43,300.	1,700.
15.	Toilet Partitions	475.	475.	-0-	100	475.	-0-
16.	Toilet Accessories	300.	-0-	-0-	-0-	-0-	300.
	<u>SUB TOTAL XXXXXXXX</u>	<u>553,746.</u>	<u>437,265.</u>	<u>86,155</u>		<u>523,420.</u>	<u>30,326.</u>

APPLICATION FOR PAYMENT

AIA DOCUMENT G702A

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

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CONTINUATION SHEET
APPLICATION NUMBER:

ITEM No. A	DESCRIPTION OF WORK B	SCHEDULED VALUE C	PREVIOUS APPLICATIONS D	THIS APPLICATION E	%	COMPLETED TO DATE F	BALANCE TO FINISH G
	Sub Totals Forward	553,746.	437,265.	86,155.		523,420.	30,326.
17.	Aluminum Soffit	5,956.	-0-	-0-	-0-	-0-	5,956.
18.	Exterior Sign	500.	-0-	-0-	-0-	-0-	500.
19.	Louvers	410.	-0-	-0-	-0-	-0-	410.
20.	Special Doors	1,830.	1,500.	330.	100	1,830.	-0-
21.	Fire Extinguishers	500.	-0-	-0-	-0-	-0-	500.
#1	Change Order - Add	20,508.	17,000.	3,508.	100	20,508.	-0-
#2	Change Order - Add	18,515.	10,700.	7,815.	100	18,515.	-0-
#3	Change Order - Add	20,017.	-0-	20,017.	100	20,017.	-0-
#4	Change Order - Add	18,702.	-0-	18,702.	100	18,702.	-0-
#5	Change Order - Add	15,838.	-0-	15,838.	100	15,838.	-0-
#6	Change Order - Add	8,435.	-0-	8,435.	100	8,435.	-0-
#7	A & P Acoust. & Resil. Add	5,482.	-0-	5,482.	100	5,482.	-0-
XXXXXXXXXX TOTAL		670,439.	466,465.	166,282.		632,747.	37,692.

LEASE SPACE PASQUALES

C.O. #1

MASONRY	708.00
CARPENTRY & MILLWORK	2,477.00
ALUMINUM ENTRANCES, GLASS & GLAZE	1,685.00
DRYWALL	1,724.00
ACOUSTIC & RESILIENT TILE	1,642.00
QUARRY & CERAMIC TILE	1,825.00
PAINTING & DECORATING	1,565.00
FINISH HARDWARE & TOILET ACCESSORIES	275.00
PLUMBING, HEATING & A/C	1,058.00
ELECTRICAL	5,600.00
GENERAL CONDITIONS	742.00
	\$ 19,301.00
SALES TAX @ 4%	47.00
INSURANCE & TAXES ON LABOR @ 14%	183.00
	\$ 19,531.00
CONTRACTORS O/H & PROFIT @ 5%	319 977.00
TOTAL C.O. ADD (+)	\$ 20,508.00

LEASE SPACE BEAUTY SALON

C.O. #2

MASONRY

CARPENTRY & MILLWORK

ALUMINUM ENTRANCES, GLASS & GLAZE

DRYWALL

ACOUSTIC & RESILIENT TILE

QUARRY & CERAMIC TILE

PAINTING & DECORATING

FINISH HARDWARE & TOILET ACCESSORIES

PLUMBING, HEATING & A/C

ELECTRICAL

GENERAL CONDITIONS

SALES TAX @ 4%

INSURANCE & TAXES ON LABOR @ 14%

CONTRACTORS O/H & PROFIT @ 5%

TOTAL C.O. Add (+)

2,740.00

949.00

1,557.00

820.00

0.00

481.00

150.00

2,713.00

7,300.00

668.00

\$ 17,378.00

52.00

203.00

\$ 17,633.00

882.00

\$ 18,515.00

C.O. #3

13

LEASE SPACE SOUTHERN PAINT

\$

MASONRY

— 0 —

CARPENTRY & MILLWORK

2,213.00

ALUMINUM ENTRANCES, GLASS & GLAZE

1,473.00

DRYWALL

1,329.00

ACOUSTIC & RESILIENT TILE

1,040.00

QUARRY & CERAMIC TILE

— 0 —

PAINTING & DECORATING

458.00

FINISH HARDWARE & TOILET ACCESSORIES

100.00

PLUMBING, HEATING & A/C

4,515.00

ELECTRICAL

7,000.00

GENERAL CONDITIONS

725.00

\$

18,853.00

SALES TAX @ 4%

40.00

INSURANCE & TAXES ON LABOR @ 14%

171.00

\$

19,064.00

CONTRACTORS O/H & PROFIT @ 5%

953.00

TOTAL C.O. ADD (+)

321 \$

20,017.00

LEASE SPACE HIGHS ICE CREAM C.O. #4

MASONRY	— 0 —
CARPENTRY & MILLWORK	2,187.00
ALUMINUM ENTRANCES, GLASS & GLAZE	1,591.00
DRYWALL	970.00
ACOUSTIC & RESILIENT TILE	1,261.00
QUARRY & CERAMIC TILE	— 0 —
PAINTING & DECORATING	389.00
FINISH HARDWARE & TOILET ACCESSORIES	150.00
PLUMBING, HEATING & A/C	2,705.00
ELECTRICAL	7,700.00

GENERAL CONDITIONS	678.00
	\$ 17,631.00
SALES TAX @ 4%	39.00
INSURANCE & TAXES ON LABOR @ 14%	141.00
	\$ 17,811.00
CONTRACTORS O/H & PROFIT @ 5% ³²²	891.00
TOTAL C.O. Add (+)	\$ 18,702.00

C.O. #5

LEASE SPACE RITE AID DRUG STORE

MASONRY	- 0 -
CARPENTRY & MILLWORK	353.00
ALUMINUM ENTRANCES, GLASS & GLAZE	- 0 -
DRYWALL	223.00
ACOUSTIC & RESILIENT TILE	- 0 -
QUARRY & CERAMIC TILE	- 0 -
PAINTING & DECORATING	- 0 -
FINISH HARDWARE & TOILET ACCESSORIES	- 0 -
PLUMBING, HEATING & A/C	2,276.00
ELECTRICAL	11,600.00
GENERAL CONDITIONS	578.00
	\$ 15,030.00
SALES TAX @ 4%	5.00
INSURANCE & TAXES ON LABOR @ 14%	49.00
	\$ 15,084.00
CONTRACTORS O/S. & PROF. @ 5% 323	754.00
TOTAL C.O. ADD (+)	\$ 15,838.00

C.O. #6

LEASE SPACE HALL MARK CARD STORE

\$

MASONRY

— 0 —

CARPENTRY & MILLWORK

235.00

ALUMINUM ENTRANCES, GLASS & GLAZE

— 0 —

DRYWALL

200.00

ACOUSTIC & RESILIENT TILE

— 0 —

QUARRY & CERAMIC TILE

— 0 —

PAINTING & DECORATING

— 0 —

FINISH HARDWARE & TOILET ACCESSORIES

— 0 —

PLUMBING, HEATING & A/C

1,061.00

ELECTRICAL

6,200.00

GENERAL CONDITIONS

308.00

\$

8,004.00

SALES TAX @ 4%

4.00

INSURANCE & TRAVEL ON LABOR @ 14%

25.00

\$

8,033.00

CONTRACTOR'S O/H & PROFIT @ 5%

324

402.00

TOTAL COST

\$

8,435.00

CERTIFICATE FOR PAYMENT

AIA DOCUMENT G703

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

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PROJECT: SECTION NO. 2 - LEASE SPACE
SECTION NO. 3 - A & P FOOD STORE
(name, address) U.S. 360 West, Elkhardt Rd. and
Chippenham Pkwy., Richmond, Va.

CERTIFICATE NUMBER: Seven (7)

PERIOD FROM 1-1-73 TO 1-31-73

TO (Owner)

ARCHITECT'S PROJECT NO:

P. L. T. Associates
7148 Hull Street Road
Richmond, Virginia 23235

CONTRACTOR: Central Valley Construction Co.

CONTRACT DATE:

In accordance with this Contract and the attached Application For Payment the Contractor is entitled to payment in the amount stipulated below. The present status of the account for this Contract is as follows:

		ADDITIONS \$	DEDUCTIONS \$
Change Orders approved in previous months by Owner — TOTAL			
Subsequent Change Orders			
Number	Approved (date)		
TOTALS			

ORIGINAL CONTRACT SUM . . \$ 562,942.00
CHANGE ORDERS
TOTAL ADDITIONS . . . \$ 107,497.00
SUB TOTAL \$ 670,439.00
TOTAL DEDUCTIONS . . . \$ -0-
CONTRACT SUM TO DATE . . \$ 670,439.00
BALANCE TO FINISH . . . \$ 37,692.00
TOTAL COMPLETED TO DATE \$ 632,747.00
MATERIALS STORED . . . \$ -0-
TOTAL COMPLETED & STORED \$ 632,747.00
RETAINAGE 10% 63,274.70
TOTAL EARNED LESS
RETAINAGE \$ 569,472.30
LESS PREVIOUS
CERTIFICATES \$ 419,818.50
THIS CERTIFICATE \$ 149,653.80

Net change by Change Orders \$

Architect: Armstrong and Salomonsky, Ltd.

By:

Date: February 12, 1973

This Certificate is not negotiable. It is payable only to the payee named herein and its issuance, payment and acceptance are without prejudice to any rights of the Owner or Contractor under their Contract. If AIA DOCUMENT G702, APPLICATION FOR PAYMENT, or other application form containing satisfactory evidence of payment for Work previously completed DOES NOT ACCOMPANY THIS CERTIFICATE, the Contractor shall first provide the equivalent certification by completing and executing the following:

State of: Virginia

Subscribed and sworn to before me this

City of: Richmond

12th day of February 19 73.

The undersigned certifies that the Work covered by this Certificate for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid for Work for which previous Certificates for Payment were issued and payments received, and that the current payment shown herein is now due.

Notary Public:

My Commission expires: May 23, 1975

Contractor: Central Valley Construction Company, Inc.

By:

Date: February 12, 1973

John M. Showalter

325

APPLICATION FOR PAYMENT

AIA DOCUMENT G702

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

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PROJECT: SECTION NO. 2 - LEASE SPACE
(name, address) SECTION NO. 3 - A & P FOOD STORE
U.S. 360 West, Elkhardt Rd. & Chippenham Pky.

TO (Owner) Richmond, Virginia

B. L. T. Associates
7148 Hull Street Road
Richmond, Virginia 23235

DATE OF APPLICATION: March 19, 1973

APPLICATION NO: Eight (8)

PERIOD FROM: 2-1-73 TO: 3-16-73

State of: Virginia

County of: Richmond

The undersigned certifies that the Work herein has been completed in accordance with the Contract Documents, that all amounts have been paid for items for which previous Certificates for Payment were issued and payments received, and that the current payment is now due.

Central Valley Construction Company, Inc.

Contractor
P. O. Box 8809, Richmond, Virginia 23225

Address: *John M. Showalter* March 19, 1973

By *John M. Showalter* Date

Subscribed and sworn to before me this
19th day of March, 1973.

Notary Public: *Elyse L. G. Hume*
My Commission Expires: May 23, 1975

Application is made for Payment, as shown below, in connection with this Contract.

TOTAL COMPLETED TO DATE (F below)	738,741.00
STORED MATERIALS (see attached list)	-0-
TOTAL COMPLETED & STORED	738,741.00
RETAINAGE 10 %	73,874.10
TOTAL EARNED LESS RETAINAGE	664,866.90
LESS PREVIOUS PAYMENTS	569,472.30
CURRENT PAYMENT DUE	95,394.60

ITEM No. A	DESCRIPTION OF WORK B	SCHEDULED VALUE C	PREVIOUS APPLICATIONS D	THIS APPLICATION E	%	COMPLETED TO DATE F	BALANCE TO FINISH G
	SECTION NO. 2 and 3						
1.	Concrete & Reinforcing	87,434.	72,434.	11,500.	96	83,934.	3,500.
2.	Masonry	50,500.	50,500.	-0-	100	50,500.	-0-
3.	Structural Steel, Joist, Deck, Misc.	114,762.	114,762.	-0-	100	114,762.	-0-
4.	Roofing & Sheet Metal	55,826.	48,000.	6,000.	96	54,000.	1,826.
5.	Metal Doors & Frames	2,744.	2,744.	-0-	100	2,744.	-0-
6.	Carpentry & Millwork	22,689.	22,689.	-0-	100	22,689.	-0-
7.	Alum. Entrances, Glass, and Glaze	10,200.	10,200.	-0-	100	10,200.	-0-
8.	Facia Panels	45,000.	45,000.	-0-	100	45,000.	-0-
9.	Acoustic & Resilient	23,230.	22,230.	1,000.	100	23,230.	-0-
10.	Painting & Decorating	5,100.	1,600.	3,500.	100	5,100.	-0-
11.	Caulking	2,915.	1,915.	1,000.	100	2,915.	-0-
12.	Finish Hardware	2,571.	2,571.	-0-	100	2,571.	-0-
13.	Plumbing, Heating & A/C	85,000.	85,000.	-0-	100	85,000.	-0-
14.	Electrical	45,000.	43,300.	1,200.	99	44,500.	500.
15.	Toilet Partitions	475.	475.	-0-	100	475.	-0-
16.	Toilet Accessories	300.	-0-	300.	100	300.	-0-
	SUB TOTAL 100,000.00	553,746.	523,420.	24,500.		547,920.	5,826.

APPLICATION FOR PAYMENT

AIA DOCUMENT G702A

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

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CONTINUATION SHEET
APPLICATION NUMBER:

ITEM No. A	DESCRIPTION OF WORK B	SCHEDULED VALUE C	PREVIOUS APPLICATIONS D	THIS APPLICATION E	COMPLETED TO DATE F		BALANCE TO FINISH G
					%		
	Sub Total Foward	553,746.00	523,420.	24,500.		547,920.	5,826.
17.	Aluminum Soffitt	5,956.00	-0-	2,456.	41	2,456.	3,500.
18.	Exterior Sign	500.00	-0-	-0-	0	-0-	500.
19.	Louvers	410.00	-0-	310.	75	310.	100.
20.	Special Doors	1,830.00	1,830.	-0-	100	1,830.	-0-
21.	Fire Extinguishers	500.00	-0-	500.	100	500.	-0-
#1.	Change Order - Add	20,508.00	20,508.	-0-	100	20,508.	-0-
#2.	Change Order - Add	18,515.00	18,515.	-0-	100	18,515.	-0-
#3.	Change Order - Add	20,017.00	20,017.	-0-	100	20,017.	-0-
#4.	Change Order - Add	18,702.00	18,702.	-0-	100	18,702.	-0-
#5.	Change Order - Add	15,838.00	15,838.	-0-	100	15,838.	-0-
#6.	Change Order - Add	8,435.00	8,435.	-0-	100	8,435.	-0-
#7.	A & P Acoust.&Resil. - Add	5,482.00	5,482.	-0-	100	5,482.	-0-
* #8.	Change Order - Add (Shell)	6,295.00	-0-	6,295.	*	6,295.	-0-
#9.	Change Order - Add	16,872.00	-0-	16,872.	100	16,872.	-0-
#10.	Change Order Add	14,664.00	-0-	14,664.	100	14,664.	-0-
* #11.	Change Order Add (Shell)	5,727.00	-0-	5,727.	*	5,727.	-0-
#12.	Change Order Add (Shell)	16,533.00	-0-	16,533.	100	16,533.	-0-
#13.	Change Order Add (Shell)	18,137.00	-0-	18,137.	100	18,137.	-0-
	*Incomplete Partial Billing						
XXXXXXXXXXXXX TOTAL		748,667.00	632,747.	105,994.		738,741.	9,926.

LEASE SPACE

V-1

C.O.#8

MASONRY

CARPENTRY & MILLWORK

ALUMINUM ENTRANCES, GLASS & GLAZE

973

DRYWALL

ACOUSTIC & RESILIENT TILE

QUARRY & CERAMIC TILE

PAINTING & DECORATING

FINISH HARDWARE & TOILET ACCESSORIES

PLUMBING, HEATING & A/C

(4800)

5,322 -

ELECTRICAL

GENERAL CONDITIONS

\$

6,295.00

SALES TAX @ 4%

INSURANCE & TRAVEL ON LABOR @ 14%

\$

328

LEASE SPACE

AMERICAN FINANCE

C.O.#C

MASONRY

1155 -

CARPENTRY & MILLWORK

1,441 -

ALUMINUM ENTRANCES, GLASS & GLAZE

1,894 -

DRYWALL

625 -

ACOUSTIC & RESILIENT TILE

530 -

QUARRY & CERAMIC TILE

10 -

PAINTING & DECORATING

206 -

FINISH HARDWARE & TOILET ACCESSORIES

125 -

PLUMBING, HEATING & A/C

✓ 5323 -

ELECTRICAL

4,000 -

GENERAL CONDITIONS

612 -

\$

15,912 -

SALES TAX @ 4%

32 -

INSURANCE & TAXES ON LABOR @ 14%

125 -

\$

16,069 -

5%

803 -

329

16,872

LEASE SPACE SPORTS WORLD SHOES C.O. # 10

MASONRY	- 0 -
CARPENTRY & MILLWORK	1,472 -
ALUMINUM ENTRANCES, GLASS & GLAZE	1,123 -
DRYWALL	781 -
ACOUSTIC & RESILIENT TILE	786 -
QUARRY & CERAMIC TILE	- 0 -
PAINTING & DECORATING	369 -
FINISH HARDWARE & TOILET ACCESSORIES	125 -
PLUMBING, HEATING & A/C	4615 -
ELECTRICAL	4,000 -
GENERAL CONDITIONS	531 -

	\$	13,802
SALES TAX @ 4%		31 -
INSURANCE & TAXES ON LABOR @ 14%		132 -
	\$	13,965 -
330 5%		699 -
		14664 -

LEASE SPACE

V-2

C.O. # 1

MASONRY

CARPENTRY & MILLWORK

ALUMINUM ENTRANCES, GLASS & GLAZE

1.086

DRYWALL

ACOUSTIC & RESILIENT TILE

QUARRY & CERAMIC TILE

PAINTING & DECORATING

FINISH HARDWARE & TOILET ACCESSORIES

PLUMBING, HEATING & A/C

(4400) 4641 -

ELECTRICAL

GENERAL CONDITIONS

\$ 5,727.00

SALES TAX @ 4%

INSURANCE & TAXES ON LABOR @ 14%

\$

LEASE SPACE

CRAFT SHOP

C.O. #12

MASONRY

1400-

CARPENTRY & MILLWORK

1,428-

ALUMINUM ENTRANCES, GLASS & GLAZE

1989-

DRYWALL

625-

ACOUSTIC & RESILIENT TILE

497-

QUARRY & CERAMIC TILE

-0-

PAINTING & DECORATING

278-

FINISH HARDWARE & TOILET ACCESSORIES

125-

PLUMBING, HEATING, & A/C

4642-

ELECTRICAL

4,000-

GENERAL CONDITIONS

600-

\$

15,584

SALES TAX @ 4%

28-

INSURANCE & TRAVEL ON LABOR @ 14%

134-

\$

15,746

332

5%

787-

16,533-

LEASE SPACE

C. J FASHIONS

C.O.#1

MASONRY

600-

CARPENTRY & MILLWORK

1,470-

ALUMINUM ENTRANCES, GLASS & GLAZE

2656-

DRYWALL

750-

ACOUSTIC & RESILIENT TILE

838-

QUARRY B. CERAMIC TILE

-0-

PAINTING & DECORATING

299-

FINISH HARDWARE & TOILET ACCESSORIES

125-

PLUMBING, HEATING & A/C

5715-

ELECTRICAL

4,000-

GENERAL CONDITIONS

658-

\$

17,111

SALES TAX @ 4%

31-

INSURANCE & TAXES ON LABOR @ 14%

131-

\$

17,273-

5%

864-

333

18,137-

CERTIFICATE FOR PAYMENT

AIA DOCUMENT G703

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT: SECTION NO. 2 - LEASE SPACE
(name, address) SECTION NO. 3 - A. & P. FOOD STORE
U.S. 360 West, Elkhardt Rd. and
Chippenham Parkway, Richmond, Va.
TO (Owner)

CERTIFICATE NUMBER: Eight (8)

PERIOD FROM 2-1-73 TO 3-16-73

ARCHITECT'S PROJECT NO:

CONTRACTOR: Central Valley Construction Co.

B. L. T. Associates
7148 Hull Street Road
Richmond, Virginia 23235

CONTRACT DATE:

In accordance with this Contract and the attached Application For Payment the Contractor is entitled to payment in the amount stipulated below. The present status of the account for this Contract is as follows:

		ADDITIONS \$	DEDUCTIONS \$
Change Orders approved in previous months by Owner — TOTAL			
Subsequent Change Orders			
Number	Approved (date)		
TOTALS			

ORIGINAL CONTRACT SUM . . \$ 562,942.00
CHANGE ORDERS
TOTAL ADDITIONS . . . \$ 185,725.00
SUB TOTAL \$ 748,667.00
TOTAL DEDUCTIONS . . . \$ -0-
CONTRACT SUM TO DATE . . \$ 748,667.00
BALANCE TO FINISH . . . \$ 9,926.00
TOTAL COMPLETED TO DATE \$ 738,741.00
MATERIALS STORED . . . \$ -0-
TOTAL COMPLETED & STORED \$ 738,741.00
RETAINAGE 10 % . . . 73,874.10
TOTAL EARNED LESS
RETAINAGE \$ 664,866.90
LESS PREVIOUS
CERTIFICATES \$ 569,472.30
THIS CERTIFICATE \$ 95,394.60

Net change by Change Orders \$

Architect: Armstrong and Salomonsky, Ltd.

By: -

Date: March 19, 1973

This Certificate is not negotiable. It is payable only to the payee named herein and its issuance, payment and acceptance are without prejudice to any rights of the Owner or Contractor under their Contract. If AIA DOCUMENT G702, APPLICATION FOR PAYMENT, or other application form containing satisfactory evidence of payment for Work previously completed DOES NOT ACCOMPANY THIS CERTIFICATE, the Contractor shall first provide the equivalent certification by completing and executing the following:

State of: Virginia #192
City of: Richmond

Subscribed and sworn to before me this
19th day of March 19 73.

The undersigned certifies that the Work covered by this Certificate for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid for Work for which previous Certificates for Payment were issued and payments received, and that the current payment shown herein is now due.

Notary Public: Elizabeth J. Clow

My Commission expires: May 23, 1975

Contractor: CENTRAL VALLEY CONSTRUCTION COMPANY, INC.

By: John M. Showalter Date: March 19, 1973

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APPLICATION FOR PAYMENT

AIA DOCUMENT G702

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

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PROJECT: SECTION NO. 2 - LEASE SPACE
(name, address) SECTION NO. 3 - A & P FOOD STORE
U.S. 360 West, Elkhardt Rd. & Chippenham Pky.

TO (Owner) Richmond, Virginia

DATE OF APPLICATION: May 4, 1973

APPLICATION NO: Nine (9)

B. L. T. Associates
7148 Hull Street Road
Richmond, Virginia 23235

PERIOD FROM: 3-17-73 TO: 4-30-73

State of: Virginia
County of: Richmond

The undersigned certifies that the Work herein has been completed in accordance with the Contract Documents, that all amounts have been paid for items for which previous Certificates for Payment were issued and payments received, and that the current payment is now due.

Central Valley Construction Company, Inc.
Contractor

P. O. Box 8809, Richmond, Virginia 23225
Address

By *John M. Showalter* May 4, 1973
John M. Showalter Date

Subscribed and sworn to before me this

4th day of May, 1973.

Notary Public: *Elizabeth H. Cline*

My Commission Expires: May 23, 1975

Application is made for Payment, as shown below, in connection with this Contract.

TOTAL COMPLETED TO DATE (F below)	856,454.00
STORED MATERIALS (see attached list)	-0-
TOTAL COMPLETED & STORED	856,454.00
RETAINAGE 10 %	85,645.40
TOTAL EARNED LESS RETAINAGE	770,808.60
LESS PREVIOUS PAYMENTS	664,866.90
CURRENT PAYMENT DUE	105,941.70

ITEM No. A	DESCRIPTION OF WORK B	SCHEDULED VALUE C	PREVIOUS APPLICATIONS D	THIS APPLICATION E	%	COMPLETED TO DATE F	BALANCE TO FINISH G
	SECTION NO. 2 and 3						
1.	Concrete & Reinforcing	87,434.	83,934.	-0-	96	83,934.	3,500.
2.	Masonry	50,500.	50,500.	-0-	100	50,500.	-0-
3.	Structural Steel, Joist, Deck, Misc.	114,762.	114,762.	-0-	100	114,762.	-0-
4.	Roofing & Sheet Metal	55,826.	54,000.	1,826.	100	55,826.	-0-
5.	Metal Doors & Frames	2,744.	2,744.	-0-	100	2,744.	-0-
6.	Carpentry & Millwork	22,689.	22,689.	-0-	100	22,689.	-0-
7.	Alum. Entrances, Glass and Glaze	10,200.	10,200.	-0-	100	10,200.	-0-
8.	Facia Panels	45,000.	45,000.	-0-	100	45,000.	-0-
9.	Acoustic & Resilient	23,230.	23,230.	-0-	100	23,230.	-0-
10.	Painting & Decorating	5,100.	5,100.	-0-	100	5,100.	-0-
11.	Caulking	2,915.	2,915.	-0-	100	2,915.	-0-
12.	Finiah Hardware	2,571.	2,571.	-0-	100	2,571.	-0-
13.	Plumbing, Heating & A/C	25,000.	25,000.	-0-	100	25,000.	-0-
14.	Electric	12,000.	12,000.	-0-	100	12,000.	-0-
15.	Toilet Partitions	475.	475.	-0-	100	475.	-0-
16.	Toilet Accessories	300.	300.	-0-	100	300.	-0-
	SUB TOTAL 856,454.00	553,746.	547,920.	2,326.		550,246.	3,500.

APPLICATION FOR PAYMENT

AIA DOCUMENT G702A

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

☐
☐
☐
☐
☐

CONTINUATION SHEET
APPLICATION NUMBER:

ITEM No. A	DESCRIPTION OF WORK B	SCHEDULED VALUE C	PREVIOUS APPLICATIONS D	THIS APPLICATION E	COMPLETED TO DATE F		BALANCE TO FINISH G
					%		
	Sub Total Forward	553,746.	547,920.	2,326.		550,246.	3,500.
17.	Aluminum Soffitt	5,956.	2,456.	3,500.	100	5,956.	-0-
18.	Exterior Sign	500.	-0-	-0-	-0-	-0-	500.
19.	Louvers	410.	310.	-0-	75	310.	100.
20.	Special Doors	1,830.	1,830.	-0-	100	1,830.	-0-
21.	Fire Extinguishers	500.	500.	-0-	100	500.	-0-
#1	Change Order - Add	20,508.	20,508.	-0-	100	20,508.	-0-
#2	Change Order - Add	18,515.	18,515.	-0-	100	18,515.	-0-
#3	Change Order - Add	20,017.	20,017.	-0-	100	20,017.	-0-
#4	Change Order - Add	18,702.	18,702.	-0-	100	18,702.	-0-
#5	Change Order - Add	15,838.	15,838.	-0-	100	15,838.	-0-
#6	Change Order - Add	8,435.	8,435.	-0-	100	8,435.	-0-
#7	A & P Acoust. & Resil. Add	5,482.	5,482.	-0-	100	5,482.	-0-
#8*	Change Order - Add (Shell)	6,295.	6,295.	-0-	*	6,295.	*
#9	Change Order - Add	16,872.	16,872.	-0-	100	16,872.	-0-
#10	Change Order - Add	14,664.	14,664.	-0-	100	14,664.	-0-
#11*	Change Order - Add (Shell)	5,727.	5,727.	-0-	*	5,727.	*
#12	Change Order - Add	16,533.	16,533.	-0-	100	16,533.	-0-
#13	Change Order - Add	18,137.	18,137.	-0-	100	18,137.	-0-
#14	To C.O. *3 Acous.&Resil.Add	456.	-0-	456.	100	456.	-0-
#15*	Change Order - Add	31,196.	-0-	31,196.	*	31,196.	*
#16*	Change Order - Add	25,580.	-0-	25,580.	*	25,580.	*
#17*	Change Order - Add	8,675.	-0-	8,675.	*	8,675.	*
#18*	Change Order - Add	6,303.	-0-	6,303.	*	6,303.	*
#19*	Change Order - Add	11,382.	-0-	11,382.	*	11,382.	*
#20*	Change Order - Add	15,227.	-0-	15,227.	*	15,227.	*
#21*	Change Order - Add	6,846.	-0-	6,846.	*	6,846.	*
#22*	Change Order - Add	6,213.	-0-	6,213.	*	6,213.	*
* INCOMPLETE PARTIAL BILLING							
SUBTOTAL TOTAL		860,554.	738,741.	117,713.		856,454.	4,100.

336

50. #15

CO

LEASE SPACE FLAME BOLLERS

MASONRY

- 0 -

CARPENTRY & MILLWORK

3716-

ALUMINUM ENTRANCES, GLASS & GLAZE

1867-

DAYWALL

2,617-

ACOUSTIC & RESILIENT TILE

1,972-

CROWN & CERAMIC TILE

-

PAINTING & DECORATING

by TENANT

TOILET PARTITIONS

275-

FURNISH FURNITURE & TOILET ACCESSORIES

375

HOLLOW METAL DR & FRAME

210-

PLUMBING, HEATING, & ETC

8,500

ELECTRICAL

7,800-

GENERAL CONDITIONS

850-

SALES TAX @ 4%

117-

INSURANCE & TAXES ON LABOR @ 14%

411-

\$

29,710-

337 @ 5%

1486-

31,196-

50 #16

LEASE SPACE Allow Carpet

MASONRY — 0 —

CARPENTRY & MILLWORK 3118 —

ALUMINUM ENTRANCES, GLASS & GLAZE 1,934 —

Drywall 1,722 —

ACOUSTIC & RESILIENT TILE 1,272 —

QUARRY & CERAMIC TILE — 0 —

PAINTING & DECORATING by TENANT

FINISH HARDWARE & TOILET ACCESSORIES 250 —

HOLLOW METAL 508 —

PLUMBING, HEATING & A/C 7,400 —

ELECTRICAL 7,120 —

GENERAL CONDITIONS 700 —

\$ 24,024

SALES TAX @ 4% 30 —

INSURANCE & TAXES ON LABOR @ 14% 2,660 —

\$ 24,370 —

5% 1,219 —

338

25,589 —

LEASE SPACE MAYDAY Realty

7 S.O. #17

MASONRY	- 0 -
CARPENTRY & MILLWORK	835 -
ALUMINUM ENTRANCES, GLASS & GLAZE	1,420 -
DRYWALL	611 -
ACOUSTIC & RESILIENT TILE	375 -
QUARRY & CERAMIC TILE	- 0 -
PAINTING & DECORATING	300 -
FINISH HARDWARE & TOILET ACCESSORIES	125 -
PLUMBING, HEATING & A/C	2,500 -
ELECTRICAL	1,770 -
GENERAL CONDITIONS	239 -
	\$ 8,174
SALES TAX @ 4%	20 -
INSURANCE & TAXES ON LABOR @ 14%	63 -
	\$ 8,262 -
	5% 413 -
	8,675 -

LEASE SPACE PET SHOP

L.O. #12

MASONRY - 0 -

CARPENTRY & MILLWORK 1395

ALUMINUM ENTRANCES, GLASS & GLAZE 835 -

DRYWALL 862 -

ACOUSTIC & RESILIENT TILE

QUARRY & CERAMIC TILE 0 -

PAINTING & DECORATING

FINISH HARDWARE & TOILET ACCESSORIES 100 -

PLUMBING, HEATING & A/C 2,500

ELECTRICAL

GENERAL CONDITIONS 171 -

\$ 5863

SALES TAX @ 4% 23 -

INSURANCE & TAXES ON LABOR @ 14% 112 -

\$ 6003 -

340 5% 300 -

6303 -

CO

C.O. 19

LEASE SPACE COIN LAUNDRY

MASONRY

CARPENTRY & MILLWORK 1791 -

ALUMINUM ENTRANCES, GLASS & GLAZE 1798 -

DRYWALL 1,274 -

ACOUSTIC & RESILIENT TILE 1,019 -

QUARRY & CERAMIC TILE by TERMINAL

PAINTING & DECORATING

FINISH HARDWARE & TOILET ACCESSORIES

PLUMBING, HEATING & A/C 4,500

ELECTRICAL

GENERAL CONDITIONS 301 -

\$ 10,683 -

SALES TAX @ 4% 32 -

INSURANCE & TRAVEL ON LABOR @ 14% 142 -

\$ 10,857

341 50% 525 -

11,382 -

200.420

LEASE SPACE

YES ALL DETAIL

MASONRY

CARPENTRY & MILLWORK Partial 3414

ALUMINUM ENTRANCES, GLASS & GLAZE 2331

DRYWALL 2,806

ACOUSTIC & RESILIENT TILE

CROWN & CERAMIC TILE

PAINTING & DECORATING

FLOORING, HANDMADE - \$101.27 ACCESSORIES

PLUMBING, HEATING & A/C

5,200

ELECTRICAL

GENERAL CONDITIONS

SALES TAX @ 4% 56-

INSURANCE & TAXES ON LABOR @ 14% 202-

\$ 14,502

59,342

725-

15,227-

LEASE SPACE

V 3

O.C.O. #21

MASONRY

CARPENTRY & MILLWORK

830 -

ALUMINUM ENTRANCES, GLASS & GLAZE

DRYWALL

ACOUSTIC & RESILIENT TILE

QUARRY & CERAMIC TILE

PAINTING & DECORATING

FINISH HARDWARE & TOILET ACCESSORIES

PLUMBING, HEATING & A/C

5,500 -

ELECTRICAL

GENERAL CONDITIONS

190 -

\$

6520

SALES TAX @ 4%

INSURANCE & TRAVEL ON LABOR @ 14%

\$

6520 -

326 -

5%

6846 -

343

CO #22

LEASE SPACE

MASONRY

CARPENTRY & MILLWORK

1407

ALUMINUM ENTRANCES, GLASS & GLAZE

838-

DRYWALL

ACOUSTIC & RESILIENT TILE

CORNER & CERAMIC TILE

PAINTING & DECORATING

FLOORING, HANDWARE & TOILET ACCESSORIES

PLUMBING, HEATING & A/C

3,500-

ELECTRICAL

GENERAL CONDITIONS

\$

5917-

SALES TAX @ 4%

INSURANCE & TAXES ON LABOR @ 14%

\$

5917

5%

296

6212-

344

CERTIFICATE FOR PAYMENT

AIA DOCUMENT G703

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT: SECTION NO. 2 - Lease Space
(name, address) SECTION NO. 3 - A & P Food Store
U.S. 360 West, Elkhardt Rd. and
Chippenham Parkway, Richmond, Va.
TO (Owner)

CERTIFICATE NUMBER: Nine (9)

PERIOD FROM 3-17-73 TO 4-30-73

ARCHITECT'S PROJECT NO:

CONTRACTOR: Central Valley Construction

B. L. T. Associates
7148 Hull Street Road
Richmond, Virginia 23235

CONTRACT DATE:

In accordance with this Contract and the attached Application For Payment the Contractor is entitled to payment in the amount stipulated below. The present status of the account for this Contract is as follows:

		ADDITIONS \$	DEDUCTIONS \$
Change Orders approved in previous months by Owner — TOTAL			
Subsequent Change Orders			
Number	Approved (date)		
TOTALS			

ORIGINAL CONTRACT SUM . . \$ 562,942.00
CHANGE ORDERS
TOTAL ADDITIONS . . . \$ 297,612.00
SUB TOTAL \$ 860,554.00
TOTAL DEDUCTIONS . . . \$ -0-
CONTRACT SUM TO DATE . . \$ 860,554.00
BALANCE TO FINISH . . . \$ 4,100.00
TOTAL COMPLETED TO DATE \$ 856,454.00
MATERIALS STORED . . . \$ -0-
TOTAL COMPLETED & STORED \$ 856,454.00
RETAINAGE 10% . . . 85,645.40
TOTAL EARNED LESS
RETAINAGE \$ 770,808.60
LESS PREVIOUS
CERTIFICATES \$ 664,866.90
THIS CERTIFICATE \$ 105,941.70

Net change by Change Orders \$

Architect: Armstrong and Salomonsky, Ltd.

By: William H. Brown

Date: May 7, 1973

This Certificate is not negotiable. It is payable only to the payee named herein and its issuance, payment and acceptance are without prejudice to any rights of the Owner or Contractor under their Contract. If AIA DOCUMENT G702, APPLICATION FOR PAYMENT, or other application form containing satisfactory evidence of payment for Work previously completed DOES NOT ACCOMPANY THIS CERTIFICATE, the Contractor shall first provide the equivalent certification by completing and executing the following:

State of: Virginia

City ~~xxxx~~ of: Richmond

Subscribed and sworn to before me this

7th day of May 19 73 .

Notary Public: Elizabeth J. Clouse

My Commission expires: May 23, 1975

The undersigned certifies that the Work covered by this Certificate for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid for Work for which previous Certificates for Payment were issued and payments received, and that the current payment shown herein is now due.

Contractor: CENTRAL VALLEY CONSTRUCTION COMPANY, INC.

By: John M. Showalter
John M. Showalter

Date: May 7, 1973

345

Sen: W
Regal
CENTRAL VALLEY CONSTR

March 6, 1974

1129

B.L. T. Associates
360 West Shopping Center
Richmond, Virginia 23235

Re: Chippenham Mall Shopping Center
Richmond, Virginia

Total Cost to date	\$ 2,575,872.28
Less 1% Credit	<u>24,532.12</u>
	\$ 2,551,340.16
Less total payments to date	<u>2,539,541.53</u>
Balance due	\$ 11,798.63

Advances to
Subs paid on
ret item 11/9/73

+ 27,166.62
-
2578 vol. 7d

Job R-106-A	Site Work	\$	338,815.49	
Job R-106	W. T. Grant Dept. Store		1,147,963.48	
Job R-107	A & P Store and Lease Space		<u>877,641.41</u>	
	Total from Cost Book	\$	2,364,420.38	
Job R-107	Total amount to be billed from sub contractors to bring Purchase Orders to 100% complete. Work completed but not billed to date.	\$	10,373.40	
Job R-107	Additional roofing - Evans Roofing Co. work completed but not billed	\$	6,381.50	
Job R-107	Misc. Electrical work to be billed	\$	1,300.00	
Job R-107	Work completed, but not billed			
	Richmond Optical Co. = \$ 4,850.00			
	Yee Ann Restaurant = \$ 9,876.00			
	Laundry = \$ 8,500.00			
	Fish Store = \$ 3,100.00			
	Total =	\$	<u>26,326.00</u>	
		\$	2,408,801.28	
	Contractors Overhead & Profit @ 5%		<u>120,440.00</u>	
	Total Project Cost to date			\$ 2,529,241.28

Job R-107 Estimated cost to complete the work
in the Vacant Stores

V-1	=	\$	8,200.00
V-2	=		7,900.00
V-3	=		10,687.00
V-6	=		<u>17,624.00</u>
Total Estimated Cost		\$	44,411.00
5% Overhead & Profit			<u>2,220.00</u>
Total Estimated Cost			

\$ 46,631.00

TOTAL PROJECT COST

\$ 2,575,872.28

Re: J. F. Fenton & Lewis
JFW H L as per 17th

Richmond, Virginia

D-

The original Contract with Central Valley Construction
for the Construction of Chippendale Mall Shopping Center
were as follows:

Section #1. Gravel

1,081,000.00

Section #2 & 3. Asphalt & Concrete

562,948.00

Site Work

260,400.00

Total

1,904,348.00

The actual payments to Central Valley Construction
for the above Construction amounts to \$2,578,566.78 for
an excess over Contract of \$674,164.78. which is a
26% difference.

The Contract was changed from a set figure to
Cost plus 5% profit.

I understand the claim and agree that you are
to see the cost figure of \$2,578,342.00 as the basis
of payments to Chippendale Mall Shopping Center performed
by Central Valley Construction Co.

Date March 25, 1974

P. L. Smith Jr.

June 14, 1973

CHIPPENHAM MALL SHOPPING CENTER

	<u>TOTAL BILLING TO DATE</u>	<u>TOTAL PAYMENTS TO DATE</u>
R-106-A Site Work	\$ 279,227.00	\$ 251,304.30
R-106 W. T. Grant Dept. Store	\$ 1,084,260.00	\$ 1,084,260.00
R-106 W. T. Grant Dept. Store - Extras	\$ 6,393.63	\$ 6,393.63
R-107 A & P Store and Lease Space	<u>\$ 856,454.00</u>	<u>\$ 770,808.60</u>
Totals	\$ 2,226,334.63	\$ 2,112,766.53

January 18, 1973

B. L. T. Associates
7148 Hull Street Road
Richmond, Virginia 23235

Re: W. T. Grant Department Store
Chippenham Mall
Request for Overtime Payment

Gentlemen:

During the time of construction for the above referenced project, we were authorized by you to go on overtime, as well as our sub-contractors in an effort to meet completion schedule as established by you.

Our breakdown for this overtime labor is as follows:

1. Central Valley Construction Company, Inc.	\$ 6,433.38
2. Hammond Masonry Corporation	300.57
3. J. B. Eurell Company	421.66
4. Jerold W. Evans Roofing, Inc.	793.01
5. Oliva & Lazzuri, Inc.	292.30
6. Ben Collier Electrical Contractor	14,791.02
7. C & T Mechanical Corporation	<u>2,841.03</u>
Total amount of overtime labor	\$ 25,872.97
CONTRACTORS OVERHEAD & PROFIT @ 5%	<u>1,293.65</u>

Trusting the above will meet with your approval and payment will be made in the amount shown, as our sub-contractors have been calling for monies due them. \$ 27,166.62

Yours very truly,

CENTRAL VALLEY CONSTRUCTION COMPANY, INC.

John M. Showalter
John M. Showalter

*Paid
Check # 155
1-19-73*

JMS/ec

NO. 1 3-24 1972 BRO'T FOR'D (70,634 78)
 TO City of Lick 18,975.57 60,070.20 158,905 37
Const. Co.
 BAL. FOR'D 13,542 85
 DEPOSITS
 TOTAL 5,552 33
 AMOUNT THIS CHECK 1990 22
 BAL. FOR'D
 TOTAL 88,270 59
 AMOUNT THIS CHECK 14,445 00
 BALANCE 73,825 59

No. 102 ✓
April 1 1972
 TO First Fidelity Corp.
Palm Beach Fla.
 OR Fee on 2,700,000 Mortgage
351
 TOTAL 27,000 00
 AMOUNT THIS CHECK 20,000 00
 BALANCE 53,825 59

EXH. 5
 No. 103 ✓
April 1 1972
 TO Thomas Jennings & Farley
Services rendered thru 3/30/72
 OR Little Exams 2808.00
advanced last 2400.00
207.48
 TOTAL 53,825 59
 AMOUNT THIS CHECK 14,445 00

No. 119 ✓
6/14 1972
 TO Central Valley
Const. Co.
 FOR Second draw
 BAL. BRO'T FOR'D
 DEPOSITS
 TOTAL
 AMOUNT THIS CHECK 131,400 00
 BALANCE 12,229 68

No. 120 ✓
6/24 1972
 TO 7200 Corp.
 FOR Lat exchange
Waystaff & Hodgins
Forestdale
 TOTAL
 AMOUNT THIS CHECK 4500 00
 BALANCE 7729 68

No. 121 J
6/28 1972
 TO L. J. Waystaff
 FOR Forestdale Lat
Tables - 22.94
Recording - 22.50
 TOTAL
 AMOUNT THIS CHECK 115 44

No. 125

BAL.
BRO'T
FOR'D

818. 68

7-5
Harry S. Cruickshank

OR Inspection 6/6/72

DEPOSITS

341,550 00

TOTAL

AMOUNT THIS CHECK

50. 00

BALANCE

768. 68

7-10-72

No. 126

July 10, 1972
O. C. Smith, Building Co. 116OR Paid payment on
contract. Chippewa River Hall

TOTAL

AMOUNT THIS CHECK

341,550 00

BALANCE

768. 68

No. 127

7-12
O. M. Pullen & Co.OR 1970 & 71 Partnership
Returns

TOTAL

No. 131 DRAW 5/3/72

BAL.
BRO'T
FOR'D

813.39 46

Aug 4
TO Clinton & Zellerbach 116FOR 444 payment on
Chippewa River Hall

TOTAL

390,539. 99

AMOUNT THIS CHECK

281,512 76

BALANCE

8727. 59

No. 132

Sept 5
TO V. L. B. BankFOR Interest on
construction loan for
August 1972

TOTAL

5348 67

AMOUNT THIS CHECK

BALANCE

3378 92

No. 133

Sept 8
TO H. M. J. J. J. J. J.

FOR Legal services

TOTAL

No. 134

BAL.
BRO'T
FOR'D

3378

92

TO *Sept 11 1972*
*Central Valley Co. 100*FOR *Chippewa Mill*

TOTAL

AMOUNT THIS CHECK

BALANCE

3378

92

No. 135

TO *Sept 11 1972*
*Kenny's Hardware & Oil*FOR *up front on City*
residence at 17360 &
Chippewa

TOTAL

AMOUNT THIS CHECK

BALANCE

3178

92

No. 136

TO *Oct 11 1972*
*First National Bank*FOR *paid at 5/72*

TOTAL

No. 137

BAL.
BRO'T
FOR'D

2305.45

TO *Oct 11 1972*
*Central Valley Co.*FOR *Chippewa Mill*

TOTAL

AMOUNT THIS CHECK

BALANCE

2305.45

No. 138

TO *Oct 11 1972*
Theresa's Jewelry &
*Farley's Hardware*FOR *Legal Expenses*
Fin. Co.

TOTAL

AMOUNT THIS CHECK

BALANCE

1505.45

No. 139

TO *Nov 14 1972*
*Central Valley Co.*FOR *mail*

TOTAL

No. 140	BAL. BRO'T FOR'D	103,287.45
TO <i>Nov. 14 1972</i> <i>Central Valley Cont.</i>		
FOR		
TOTAL		
AMOUNT THIS CHECK		194,682.00
BALANCE		86,054.5
No. 141		
TO <i>Nov. 14 1972</i> <i>United Virginia Bank</i>		
FOR <i>Interest Aug 26 thru</i> <i>Sept 25th.</i>		
TOTAL		
AMOUNT THIS CHECK		7,457.27
BALANCE		1,648.18
354		283.50
No. 142		
TO <i>Nov. 14 1972</i> <i>Harry B. Chickens</i>		
FOR <i>Application on</i> <i>Chippinham for</i>		
TOTAL		

No. 143	B. BRO'T FOR'D	1381.68
TO <i>12-15 1972</i> <i>U. V. B.</i>		
FOR <i>Int. Loan 22,667.00</i> <i>155.83</i>		
TOTAL		
AMOUNT THIS CHECK		18,215.08
BALANCE		5010.77
No. 144		
TO <i>Dec 15 1972</i> <i>City of Richmond</i>		
FOR <i>Deposit on contract</i> <i>parcel of land. Rt 360</i> <i>Chippinham</i>		
TOTAL		
AMOUNT THIS CHECK		3000.00
BALANCE		3010.77
No. 145		
TO <i>Dec. 19 1972</i> <i>Central Valley Cont. Co.</i>		
FOR		
TOTAL		
		12/19/72
		231,783.50

No. 146	BAL. BRO'T FOR'D	3010. 77
Dec 22 1972		
TO Repco		
FOR Underground Service agreement deposit	DEPOSITS	146/12 500.00 ✓
TOTAL		
AMOUNT THIS CHECK	3493 00	
BALANCE	17 77	

No. 147		
Dec 27 1972		
TO W. Z. Grant Co.		
FOR Contribution towards cost of installing sign on front of bldg.	DEPOSITS	
TOTAL		
AMOUNT THIS CHECK	1000 00	
BALANCE	2982 23	

12-29-72 - Bank Chk. ok 12/31/72		
No. 148		
1-2-73		
Jan 2 1973		
TO Central Valley		
FOR Repayment of loan made 12/26/72	DEPOSITS	44,932. 88 ✓ 49,950 65 ✓ 6968. 00 ✓
TOTAL		

No. 149	BAL. BRO'T FOR'D	50,418 65
Jan 2 1973		
TO Central Valley Bank		
FOR Balance due on draw 10-1-72 to 10-31-72 (Oct 1, 1972)	DEPOSITS	
TOTAL		
AMOUNT THIS CHECK	7000 00	
BALANCE	43,418 65	

No. 150		
Jan 2 1973		
TO Harry E. Chickbank		
FOR Acquisition fee for Oct 4 & Nov 1, 1972	DEPOSITS	
Chippinham Hall	TOTAL	
AMOUNT THIS CHECK	100 00	
BALANCE	43,318 65	

No. 151		
Jan 2 1973		
TO Schindler's Disposal		
FOR Disposal fee for dumpster for trash	DEPOSITS	
TOTAL		

No. 155	BAL. BRO'T FOR'D	19,043 40
TO <i>Jan. 19 1973</i> <i>Central Valley Const. Co.</i>		
FOR <i>Over time various contractors W.T. Givett</i>	DEPOSITS	<i>Grant Rent</i> ✓ <i>17,787.96</i> ✓
<i>Chippenhams Mill B.C.</i>	TOTAL	✓
AMOUNT THIS CHECK		<i>27,166 62</i>
BALANCE		<i>9664.94</i>
No. 156		
TO <i>Jan 19 1973</i> <i>United Va. Bank</i>		
FOR <i>Interest</i>	DEPOSITS	
<i>Nov. 25 thru Dec 25</i>		
TOTAL		
AMOUNT THIS CHECK		<i>10,017 59</i>
BALANCE		<i>522.85</i> <i>352.85</i> <i>400.00</i> ✓ <i>47.15 ch.</i> <i>- 4.00 ch.</i> <i>43 15</i>
No. 157		
TO <i>Jan. 25 1973</i> <i>Central Valley</i>		
FOR <i>Draw on Chippenhams</i>	DEPOSITS	<i>587.92</i> ✓
<i>227 72 - Keynote Let - Feb</i>		
<i>1-25 U.S.</i>	TOTAL	<i>83,355.00</i> ✓

No. 167	BAL. BRO'T FOR'D	1506. 39
TO <i>2/19 1973</i> <i>Schneiders Disposal</i>		
FOR <i>Ch. Mall</i>	DEPOSITS	
<i>Large Cont. 191.94</i>		
<i>Small Cont. 1871</i>	TOTAL	
AMOUNT THIS CHECK		<i>210 65</i>
BALANCE		<i>1295 74</i>
No. 168		
TO <i>2/12 1973</i> <i>J.L. Haynes & Co.</i>		
FOR <i>Feb Lights</i>	DEPOSITS	
TOTAL		<i>1295 74</i>
AMOUNT THIS CHECK		<i>458 00</i>
BALANCE		<i>837 74</i>
No. 169		
TO <i>2/27/73</i> <i>Central Valley</i>		
FOR	DEPOSITS	<i>149,653 80</i>
TOTAL		

No. 191	BAL. BRO'T FOR'D	246 68
4-2	1923	
TO F. Pleasants		
FOR 3/31		
TOTAL		
AMOUNT THIS CHECK	118 00	
BALANCE	228 68	
No. 192	4-3-73	8102. 86
4-3-73		95,394. 60
4-5-73		1728 19
4-4	1923	
TO Central Valley		
FOR Draw		
TOTAL		
357	AMOUNT THIS CHECK	95,394. 60
BALANCE	10,059. 83	
No. 193		
4-9	1923	
TO W. C. Lowe		
FOR 3 hrs 4/2/73		
TOTAL		

No. 242	BAL. BRO'T FOR'D	
5-9	1923	
TO Almido		
FOR Sweeping		
TOTAL		
AMOUNT THIS CHECK	160 00	
BALANCE		
No. 243		
5-9	1923	
TO R. L. Bulfinch & Co.		
FOR Legal - Paul - Smith & Clark		
TOTAL		
AMOUNT THIS CHECK	107. 87	
BALANCE		
No. 244		
5-9	1923	
TO Central Valley		
FOR		
TOTAL		

No. 302

BAL.
BRO'T
FOR'DTO 6-25 1923
J. F. CraneFOR 6/23
12.30 - 6:30

DEPOSITS

TOTAL

AMOUNT THIS CHECK

✓ 36 00

BALANCE

No. 303

TO 6-25 1923
Central Valley Const.FOR On Acct.

DEPOSITS

TOTAL

AMOUNT THIS CHECK

✓ 20,000 00

BALANCE

No. 304

TO June 29 1923
Raymond A. Pomeroy Jr.
Trustee and for escrow Acct
FOR Escrow Acct for
Proetzman's note
10% interest until June

DEPOSITS

TOTAL

No. 347

BRO'T
FOR'DTO 8/8 1923
Central ValleyFOR maintenance Supr.

DEPOSITS

TOTAL

AMOUNT THIS CHECK

✓ 1596 00

BALANCE

No. 348

TO 8/8 1923
AlmidoFOR maint.

DEPOSITS

TOTAL

AMOUNT THIS CHECK

✓ 160 00

BALANCE

No. 349

TO 8/8 1923
W. J. Grant Co.FOR Supr.

DEPOSITS

TOTAL

No. 371

BAL.
BRO'T
FOR'D

9-12 1973

TO United Va. Bank

FOR

DEPOSITS

TOTAL

AMOUNT THIS CHECK

30,485.62

BALANCE

No. 372

9-12 1973

TO Central Valley

FOR

DEPOSITS

TOTAL

AMOUNT THIS CHECK

199,725.00

BALANCE

359

No. 373

9-12 1973

TO S.D.G. Inc.

FOR Elaine Powers Greutoge

Ans.

TOTAL

DEPOSITS

No. 374

BAL.
BRO'T
FOR'D

9/12 1973

TO W. J. Grant Co.

FOR

Maint.

DEPOSITS

TOTAL

AMOUNT THIS CHECK

70.00

BALANCE

No. 375

9-12 1973

TO Central Valley

FOR

Maint Super.

8/2/73 - 8/28/73

DEPOSITS

TOTAL

AMOUNT THIS CHECK

912.00

BALANCE

9-12-73 Dep.

291,609.00

No. 376

9-12 1973

TO Christian, Bartor,

FOR

Legal - 310,000 DT

DEPOSITS

TOTAL

No.

389

BRO'T
FORDTO Trans. Hally, C. 10/11 1923FOR 570 Comm on
30,552.63

DEPOSITS

TOTAL

AMOUNT THIS CHECK

1522.83

BALANCE

No.

390

TO Vepco 10/15 1923

FOR

DEPOSITS

TOTAL

AMOUNT THIS CHECK

1922.43

BALANCE

32,897.76

360

No.

391

TO Central Valley 10/16 1923FOR Maint. Supt.

DEPOSITS

TOTAL

9/4/23 - 9/25/23

No.

410

BRO'T
FORDTO Central Valley 12/12 1923FOR Maint Supt

DEPOSITS

TOTAL

AMOUNT THIS CHECK

456.00

BALANCE

No.

411

TO Pleasant Home 12/12 1923FOR Maint

DEPOSITS

TOTAL

AMOUNT THIS CHECK

79.25

BALANCE

No.

412

TO National Seal 12/12 1923FOR Maint

DEPOSITS

TOTAL

No. 416

BAL.
BRO'T
FOR'D12/12 1923
TO Southern Paint

FOR Paint

TOTAL

AMOUNT THIS CHECK

✓ 381 32

BALANCE

No. 417

12/12 1923
TO Trans Realty Co.

FOR 5% Com - on

TOTAL

AMOUNT THIS CHECK

✓ 1581 51

BALANCE

21,251 48

1071 88

59,625 48

855 24

No. 418 12-20-23

12/19 1923
TO Central Valley

FOR On account

TOTAL

✓ 52,000 00

ORDER

On October 25, 1979 the following issue out of Chancery was submitted to a jury impanelled for the purpose:

"Was the contract for the construction of the Chappenhall Mall Shopping Center a lump sum contract or a cost plus five percent (5%) contract."

The verdict returned by the jury was as follows:

"We the jury, on the issue joined, find that the contract between BLT Associates and Central Valley Construction Company for the construction of Chippenhall Mall was three lump sum contracts, plus architectural allowance of extras, plus overtime allowances by BLT, plus completion of the strip stores under architectural supervision."

The above verdict is received by the Court for the purpose for which directed to be obtained.

ENTER: 12/19/79

Judge

Seen:

John W. Pearsall, p.q.

James M. Minor, Jr. p.d.

RECEIVED

MAY 23 1980

William G. G.
& G.

ORDER

Pursuant to Pretrial Order entered herein on April 2, 1980, the parties came by counsel on May 16, 1980 to receive the decision of the Court, whether it accepted or rejected the advisory verdict of the jury impanelled on the Issue Out of Chancery in cause number 3320-77, and on the argument of counsel on pleas of the Statute of Limitations or Laches filed by Robert L. Bulifant, Jr. and Central Valley Construction Co., Inc.

On consideration whereof, the Court indicated its opinion that, in application of the Massie-Firmstone maxim as set out in the memorandum of Robert L. Bulifant, Jr., it should decline to follow the advisory verdict of the jury and that it should dismiss cause number 3320-77. The Court further indicated its opinion that the pleas of the Statute of Limitations or Laches filed in Chancery No. 4454-78 should be sustained.

On May 19, 1980, the Complainants in these consolidated matters filed their Motion to Reconsider, requesting accounting in specified areas of focus of their Bill for Accounting, to which Motion the Court directed the respective Respondents to file written comments within 21 days. Said comments by the Respondents and the Complainants' contra-comments are hereby made a part of the record.

On consideration whereof the Court doth adhere to its indicated opinion and doth Adjudge, Order and Decree that the Court will decline to follow the advisory verdict of the jury in Chancery No. 3320-77, and that said cause be, and the same is, hereby dismissed. 363

And the Court doth further Adjudge, Order and Decree that the Pleas of the Statute of Limitations or Laches filed in Chancery No. 4454-78 be, and the same are, hereby sustained, and that said cause be, and the same is, hereby dismissed.

To which actions of the Court the Complainants, by counsel, objected and excepted for the reasons stated on the attached separate sheet.

Pursuant to Rule 5:9 of the Rules of Court, the transcript of the depositions of Elizabeth J. Clowes and of John M. Showalter as to their recollections of the billings by Central Valley and the payments by BLT Associates, taken September 13, 1978 and filed with the Court September 20, 1978, and the exhibits therewith filed September 22, 1978; the transcript of the evidence taken at the Issue Out of Chancery on October 25, 1979 and filed along with exhibits on March 5, 1980; and the Memoranda of counsel directed to whether the Court should accept the advisory verdict of the jury in the Issue Out of Chancery, ^{and the} ~~transcript of the proceedings of the date~~ are hereby made a part of the record.

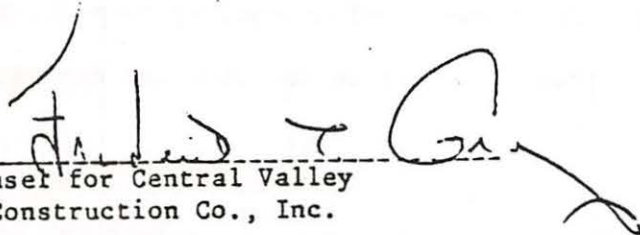
ENTER: 7-16-80

Ernest R. Bates
Judge

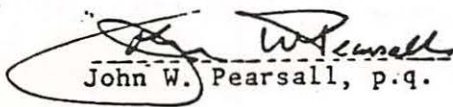
Spec. To the action of court

~~WE ASK FOR THIS:~~ ^{in putting the transcripts of depositions of Clowes and Showalter in the record and having the first Term's transcript of deposition in the record, to object.}

For Mr. Bulifant
Counsel for Robert L. Bulifant, Jr.

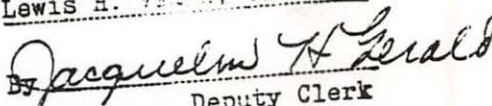

Counser for Central Valley
Construction Co., Inc.

SEEN AND OBJECTED TO for the reasons
stated on the attached separate sheet:


John W. Pearsall, p.q.

A COPY, PREPARED:

Lewis H. ... Clerk

By 
Deputy Clerk

COMPLAINANTS' OBJECTIONS TO FINAL ORDER

1. The Bill for Accounting is dismissed without the Court's ever requiring Robert L. Bulifant, Jr. to testify or to give any accounting whatsoever of "his dealings, direct or indirect, with or for the partnership or with the assets of the partnership," and particularly in the areas of focus of the Bill of Accounting listed in Complainants' Motion to Reconsider.

2. Although the principal area in which accounting was required was the payment Bulifant caused BLT to make Central Valley in excess of BLT's contract obligation to Central Valley, the Court apparently has determined that there was no overpayment, while refusing to determine either the the contract obligation of BLT to Central Valley or the payments or credits on said obligation, despite hopelessly conflicting pretrial discovery postures of Bulifant relating thereto.

3. The Court has required no accounting by Bulifant for \$27,166.62, by which the \$2,641,578.13 that Bulifant acknowledged had been paid or credited to Central Valley exceeded the \$2,614,411.51, that Bulifant claimed was owed Central Valley as its total expenditures plus five percent.

4. If, as indicated by one observation of the Court, it has determined that the contract obligation of BLT was precisely the payments received by Central Valley from BLT, there is no evidence before the Court that BLT received the \$74,869.98 which Bulifant admitted that on January 30, 1976 he represented that BLT owed to Central Valley. Unless the Court is shown that Central Valley received this payment, Bulifant is accountable therefor as he admitted that he took credit for this in adjustment of his capital account with his partners.

5. If the Court has determined that BLT's contract obligation was in precisely the amount of bills submitted by Central Valley to BLT, the Court has evidence only of bills for percentage of completion of the lump sum contracts and architect-approved extras, and the Court has received no evidence whatsoever that Central Valley ever rendered any bill for the \$20,000 paid Central Valley on 6/25/73, for the \$199,775 net proceeds of secondary financing arranged by Bulifant for BLT paid Central Valley on 9/12/73, for the \$52,000 escrowed with Lawyers Title at permanent loan closing paid Central Valley on 12/14/73, or for the \$74,869.98 for which Bulifant took credit in adjustment of his capital account with his partners in 1976.

6. If the Court determined that the 3/6/74 statement, furnished by Central Valley to Riegel after the project was completed and Riegel was setting up the depreciation schedules, representing the contract obligation of BLT, not only is this totally unsupported for the reasons developed in the Complainants' memoranda addressed to the Issue Out of Chancery, but it would fix the contract obligation at \$2,551,340.16, in sharp contrast to Bulifant's sworn statement in this litigation that BLT's contract obligation was \$2,614,411.51.

7. The factual issue of whether there was an overpayment by BLT to Central Valley is begged by equating the obligation to what the evidence showed were the bills sent, what was paid, what the 3/6/74 Central Valley statement furnished Riegel said, what was the sum of actual expenditures plus four percent, what was the sum of actual expenditures plus five percent, what Bulifant had taken oath was the obligation, or what Bulifant acknowledged was paid or credited to Central Valley. The issue so begged places the obligation in totally irreconcilable alternate amounts. Manifestly the Court in determining the issue of overpayment cannot start with a feeling that there was

none, but must determine the two components, namely the contract obligation and the payment.

8. For the reasons developed in detail in Complainants' memoranda addressed to disposition of the jury verdict in the Issue Out of Chancery, the Court's apparent conclusion, that Central Valley has received precisely what BLT owed, cannot be supported on the record.

9. For reasons fully developed in Complainants' memoranda addressed to the Issue Out of Chancery, the Massie-Firmstone maxim was ignored in permitting inquiry into the 3/25/74 file memorandum and was misapplied in treating it as dispositive of the issue of the nature of the contract against the Complainant.

10. Bulifant's contention for ignoring the lump sum contracts and the architect-approved extras thereto as the basis of BLT's dealings with Central Valley completely evaporated with his abandonment of his assertion that these writings were pretensive and his omission to contest the proof that they were entered into and performed precisely as contemplated by the partnership agreement.

11. There exists no basis for any inference that, having fully performed and having been paid for performing the lump sum contracts and architect-approved extras covering the entire project, Central Valley could have obtained BLT's agreement to pay an additional \$347,237.13.

12. A conclusion that BLT was billed and paid Central Valley its costs plus five percent is patently erroneous, when the only Central Valley billings were not so based.

13. It is error for the Court to resolve against the Complainants the factual issue of whether the Statute of Limitations was tolled by

concealment by Bulifant of the overpayment without the Complainants' being afforded the opportunity to expand on the evidence already in that shows inconsistent representations by Bulifant to his partners. Only segments of the dealings between BLT and Central Valley through Bulifant were revealed incidentally to the factual issue being tried of the nature of the contract between the parties. In the trial of this narrow issue it would have been inappropriate for the Complainants to put on their full case of concealment by Bulifant.

14. BLT could not be guilty of laches in proceeding against Central Valley for BLT's overpayment to it effected by Bulifant so long as Bulifant was denying the existence of and resisting the proof of such overpayment.

15. In summary, this Honorable Court is dismissing a Bill by two partners for an accounting from the third partner without requiring any accounting whatsoever from the third partner, and in the face of hopelessly conflicting postures taken by that third partner in pretrial discovery and in the face of the total irreconcilability of the evidence before the Court with any of the inconsistent explanations of his dealings with the partnership advanced by such third partner in pretrial discovery.

16. Further, this Honorable Court is sustaining against the partnership, dominated by the third partner making conflicting representations to his partners, pleas of the Statute of Limitations or Laches filed by the third partner and his construction company, which dealt through the third partner with the partnership, that he dominated and mislead and whose efforts at obtaining restitution he is still vigorously resisting.

ASSIGNMENTS OF ERROR AND QUESTIONS PRESENTED

- I -

The Trial Court abused its discretion in application of the Massie v. Firmstone maxim by allowing Bulifant to prevail through shifting to a litigating posture inconsistent with his sworn statements of record. It thereby ignored the Massie v. Firmstone maxim.

- II -

The Trial Court engaged in such abuse through treating as a judicial admission against Travis and Lucwig an argued inference which in no way constituted a judicial admission. It thereby misapplied the

