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Navigating Default

Charles W. Surasky, Senior Counsel, Smith, Currie & Hancock LLP

ConsensusDocs 200, the Standard Agreement and General Conditions Between Owner and Constructor, in Article 11 gives the owner the right to first give notice to cure a default and, if the default is not cured, to terminate for default. Article 10 gives the owner the option to require a performance bond with a penal sum equal to 100% of the contract price. If the parties are using CD 200 and the owner requires a performance bond, the bond will likely be the ConsensusDocs 260 Performance Bond. This article will discuss the interplay between CD 200's default provisions and the requirements of the CD 260 performance bond. An interplay to which both owners and contractors should pay special heed.

First from the owner's perspective. Any owner that elects to require and pay for a performance bond should in any potential default situation look first to the notice requirements of the bond. CD 260 imposes four conditions that must be met to initiate an action on the bond. First, the owner must have performed its obligations pursuant to the contract. Second, upon making demand on the bond, the owner shall make any unpaid contract balance available to the surety for completion of the work. Third, the contractor must be in default pursuant to the contract. Fourth, the owner must declare the contractor to be in default. If an owner fails to follow these steps carefully, a surety may raise the defense of failure of condition precedent. At the same time, the owner must comply with the requirements of CD 200 Article 11 or it cannot meet the first condition to invoking the bond.

CD 200 Article 11 appears to require an owner to give the contractor notice two times before it can declare the contractor to be in default. I say appears because CD 200 does not specifically provide for a declaration of default. In ¶ 11.2, it states that a contractor who has failed to perform as described may be deemed in default. Subparagraph 11.2.1 requires an owner who deems the contractor to be in default to give the contractor written notice and allow the contractor seven days to cure the default. If the default is not cured the owner must give a second notice allowing a further three days to cure. This second notice is to be given to the contractor and, if applicable, to the surety and *may* include that the owner intends to terminate for default absent appropriate corrective action. There is no provision for a simple declaration of default.

This disconnect in terminology is probably not significant. It would negate the purpose of ¶ 11.2.1's notice provisions if the owner were able to declare default and invoke the performance bond while the contractor still had an opportunity to cure. For the same reason, the requirement to provide the surety with a copy of the second, three-day cure notice should be read as a supplemental notice requirement, not a declaration of default or an invocation of the bond. The crucial point for the owner comes at the close of the second cure period.

If the contractor fails to cure the default by the end of the second notice period, the owner may terminate the contract for default, but it is not obligated to do so. In fact, to do so would be self-defeating. Instead, it is at this point, having met its obligations under ¶ 11.2.1, that the owner should switch its attention from CD 200 to CD 260 and carefully follow steps two through four described above. If the contractor is truly in default, this should allow the owner to make a successful claim on its performance bond.

But what if the contractor is not in default? Certainly, not every contractor who receives a notice to cure will agree that it is in default. The contractor may feel that whatever problems the project is experiencing arise from the owner's failure to recognize legitimate changes or other impediments entitling the contractor to additional time and money. In such a situation the contractor's first reaction will probably be to dispute the declaration of default. This is entirely appropriate, but the contractor *must* remember to include the surety in its response. A truly savvy contractor will talk to its surety before it makes any response to an Article 11 cure notice. Why? Because ultimately the surety can do far more damage to the contractor than the owner.

To obtain a performance bond, most contractors must sign a general agreement to indemnify the surety against any losses the surety incurs on the bond. Typically, these indemnity agreements give the surety wide discretion to deal with an owner declaration of default and give the contractor very little recourse to challenge the surety's actions. For example, a contractor may be required to indemnify a surety for curing a default even if it is later determined that the contractor was not in default.

Because the surety has the ability to spend the contractor's money without recourse, it is extremely important in any default situation for the contractor to get the surety on its side from the outset. A good way to start this process is to contact the surety's claims handling representative and involve the surety's representative in drafting the contractor's response to the owner's cure notice. The more information the contractor can provide the surety supporting its position, the better. Once the contractor has the surety on its side, the provisions of both CD 200 Article 11 and CD 260 provide many potential defenses as do Articles 4 and 8 of CD 200. In summary, for both owners and contractors the key to successfully dealing with a default situation is to be thoroughly familiar with the relevant contract documents and, even more importantly, to understand how the various parts of the contract, bond, and general indemnity agreement interact.

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AIA or ConsensusDocs Contracts: Which Standard Construction Contracts are Best for Your Project?

Brian Perlberg, Executive Director & Senior Counsel, ConsensusDocs

Success on a construction project can rise or fall on the contract you choose. Remember, financial solvency often depends on it. If just one contract out of 10 goes bad, this might lead to a general contractor shutting its doors. I'm often asked why should I choose ConsensusDocs over American Institute of Architects (AIA) standard construction contract documents? While many express dissatisfaction with AIA contracts to me, they often say it's the devil they know (and make extensive changes). This article points out the fundamental differences between ConsensusDocs versus AIA contracts and how make a few word changes might not address the fundamental differences.

Mission

The American Institute of Architect's (AIA's) mission includes "to organize and unite" and "promote" the architectural profession. The AIA's contracts show a bias towards architects. AIA contracts give architects a disproportionate share of decision-making authority without the same level of responsibility.

ConsensusDocs' goal is to write fair contacts that advance better project results. Fairness stems from neutralizing bias by giving all the stakeholders to the A/E/C industry an equal voice to the drafting table.

Communications

Historically, AIA contract documents funnel all communications through the architect. The AIA A201 General Conditions is for a contract between an owner and contractor, and yet the most prevalent word is architect. When coupled with an AIA agreement, the word architect appears 400 times. Historically, the owner and contractor were NOT supposed to communicate directly with one another, but ONLY through the architect. Thankfully this obstacle has finally been removed in 2017, but the basic structure remains.

ConsensusDocs emphasizes positive and direct party communications. Parties are encouraged to speak directly to one another, early and often in the project to facilitate a positive relationship. Electronic communications are recognized as an effective means of communication in notice provisions as well as for use in project administration though documents such as the ConsensusDocs Electronic Communications Protocol.

Role of the Owner, Passive Check-Payer or Decider

AIA documents demote the owner into a passive project role. An owner's main function is to do one thing – write checks. Beyond that, the message in the AIA B101 Owner/Architect agreement and AIA A201 General Conditions Document, is the architect knows best. And owners need protection from the contractor, who should be kept at arms-length.

ConsensusDocs gives Owners an active role. After all, an Owner has the most to gain or lose in the success of the construction project, which ultimately is the Owner's capital asset. An Owner may delegate its authority to an outside architect, such as approving change orders, but decision-making authority defaults to the owner. All decision making doesn't default to the

architect. Keep in mind that an owner might have an internal construction manager or hire a construction manager externally, which would certainly change the equation.

Project Financial Information and Sharing Information

ConsensusDocs allows a builder to request and receive project financial information before and during construction. ConsensusDocs provide the industry's only standard questionnaire and guidelines to help ask reasonable questions about project financing.

AIA restricts access to receive financial information once the project commences. Under AIA, the default for commencement of the project is the date of contract signing, which is before dirt is even moved. Thereafter, a contractor must show a reason (as determined by the architect) to receive financial information. The consequences for not receiving reasonably requested information is not clear because new AIA language in this section is vague.

Writing Style

The ConsensusDocs are written from the perspective that good legal writing is simply good writing. Contract language with a clear and concise language helps the parties understand, administer, and interpret the contract. One distinguishing feature in ConsensusDocs is the integration of the general terms and conditions and the agreement into one document. This avoids the two documents from conflicting and avoids confusion. Provisions are written so that the responsibilities and obligations, such as indemnification, are reciprocal on both parties in a consistent fashion. What is good for the goose should be good for the gander.

Over ConsensusDocs' 10-year history a great deal of effort has been made to refine the language and make sure it is consistent in style and even placement throughout the family of 100+ contract documents. ConsensusDocs comprehensively revises its documents once every 5 years but also allow the flexibility for discrete revisions typically based on changes to caselaw or the insurance market. Timely updates keep users from being out of date and exposed.

AIA contract documents are updated once every ten years. Given their long history, AIA's substance and language style is slower to change. The substantive terms are not always consistent when comparing an architect's responsibilities and a contractor's. An architect's services are at times aspirational or silent in regard to clear consequences for not performing completely or in a timely fashion. Conversely, obligations falling on the contractor come with hard deadlines and broad consequences, especially when such obligations coordinate with an architect's responsibility. One examples is a contractor's obligations to provide a submittal schedule, and unclear consequences for not processing submittals in a timely fashion.

Caselaw and Litigation

AIA has published contract documents since 1888. AIA documents, old and new revisions, generate a great deal of caselaw and decisions interpreting the language in the documents. There are entire caselaw books devoted to the cases generated by litigated projects using the AIA contract documents. AIA touts the number and frequency of projects that end up in litigation using their documents.

ConsensusDocs has been around for over 10 years. Billions of dollars have been put in place using the documents. Not one reported case has been generated using ConsensusDocs. ConsensusDocs touts the infrequency of projects that fall into litigation using their documents.

Dispute Mitigation vs Dispute Escalation

AIA's first line of disputes is through an initial decision maker (IDM), which defaults to the architect. Architects are not trained to serve in a quasi-judicial role, but the AIA contracts thrust an architect in the role of judge, jury, and executioner, even if they are not interested in many small decisions monitoring contract administration. According to the AIA, the architect serves as the IDM on almost all projects. And even if the architect isn't the IDM, architects retain authority to make certain decisions regarding design intent. Moreover, the IDM process is complex with technical timing requirements to finalize IDM decisions that have important consequences that might get easily overlooked by some parties.

ConsensusDocs utilizes an innovative tier approach that requires the parties to talk with each other at the project and senior project level to mitigate claims before they are escalated to a formal claim. ConsensusDocs also employs innovative dispute mitigation techniques in calling out options for a project neutral or a dispute review board (DRB) which have proven to be effective on projects that can afford to carry the cost. ConsensusDocs even publishes two standard DRB agreements to implement DRBs.

Design Documents

The AIA B101 Owner/Architect Agreement strongly protects architects' interests in their intellectual property in design documents. If there are any disputes or potential disputes between the architect and the owner, the architect can stop the project in its tracks from advancing, unless and until full payment for services are rendered and a blanket waiver favoring the architect is given. Protecting an architect's IP rights takes precedence over advancing a project forward. AIA forbids an owner from using design documents on a future project, even renovations, unless the architect is involved.

An architect is "entitled to rely on, and not be responsible for the accuracy, completeness, and timeliness of services and information furnished by Owner." The owner may not rely upon the design professionals provided information in a reciprocal manner. An owner's protection rests upon the architect's standard of care, which is a different and lower standard. Commenters have cautioned owners from basing their Owner/Architect agreement on an AIA document because AIA's mission is to protect and promote the architectural professional. The view that AIA documents are owner-friendly is considered a myth.

ConsensusDocs 240 Owner/Design Professional Agreement takes a balanced approach regarding a design professional's IP rights and an owner's need to build or renovate a project. An owner is allowed to continue a project if there is a dispute between the owner and architect provided payment for services performed have been paid. An architect retains their claim rights. Additionally, there is an option (although it is not the default) for an Owner and architect to mutually agree for an Owner to use the design documents for future projects along with a waiver of claims to the architect, if the architect is not involved in that future work.

The ConsensusDocs architect agreements provide the owner with construction phase design documents that are sufficient "to bid and build the work." Reciprocally, the design professional may rely upon the design services provided by others. Unbuildable design documents are the equivalent of pretty pictures. ConsensusDocs provides owners a balanced architectural agreement that isn't written by an architectural association.

Conclusion

Now with a 10-year track record, ConsensusDocs provides an industry-wide developed and endorsed choice for standard design and construction contracts. ConsensusDocs takes a plain English and fair to all parties' approach. ConsensusDocs encourages direct party communications to build positive collaboration. Owners gain more control and an active say in their projects. Constructors are viewed as problem solvers rather than problem makers. AIA provides a more traditional approach that gives architects more control. Architects make most

decisions and protect owners from potential contractors' abuses. AIA contracts' long history and usage is well known with a history of litigation and caselaw. As successful projects trend toward collaboration, your contracts should reflect the business relationships you want to build so you can build better.

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Parties Striking a Contract Provision May Find Themselves Bound to a Provision Not Bargained For

Jane Fox Lehman, Associate, Pepper Hamilton LLP

Parties negotiating a contract commonly indicate that they reject a proposed provision by striking through it. But merely striking a provision can create a contractual gap, which could alter a party's expected performance — and enforcement — of the contract.

Most states have enacted a version of the Uniform Commercial Code (UCC), which provides a number of "gap fillers," including provisions for price, time for payment and place of delivery. Some states have also added gap fillers that provide for prejudgment interest and the recovery of attorney's fees and court costs in the event of a dispute.

If a party negotiating a contract strikes a term and creates a contractual gap for which the law provides a gap filler, it may find itself bound by a term for which it did not bargain. A general contractor created this exact scenario by striking the prejudgment interest provision from a draft subcontract in G&G Mechanical Constructors, Inc. v. Jeff City Industry, Inc., No. WD80840, 2018 Mo. App. LEXIS 271 (Mo. Ct. App. Mar. 20, 2018).

G&G involved a project in Columbia, Missouri on which Jeff City Industry, Inc. (JCI) was the general contractor and G&G Mechanical Constructors, Inc. was a subcontractor. The draft subcontract stated that overdue payments "shall bear interest at the annual rate of 18% or the highest rate allowed by law, if lower. Retainage shall not be held out of payment." JCI struck through this provision, wrote "5% Retiange [sic]" in the margin, initialed it, and sent it to G&G. G&G also initialed the revision.

When JCI failed to pay G&G for its work, G&G sued JCI for breach of contract, unjust enrichment and violation of Missouri's Prompt Pay Act. A jury returned a verdict against JCI, and the trial court entered a judgment against it. The judgment included prejudgment interest at a rate of 9 percent pursuant to Missouri Revised Statute section 408.020.

JCI appealed the prejudgment interest award, contending that G&G failed to satisfy its burden to prove entitlement to interest pursuant to the statute. The Missouri Court of Appeals upheld the award. It found that section 408.020 entitles a creditor to interest at a rate of 9 percent unless otherwise agreed upon by the parties. The burden was on JCI, the party seeking to avoid application of section 408.020, to establish that the parties agreed to an alternative arrangement.

JCI argued that the mutual striking of the interest provision constituted an agreement that no interest would be paid. G&G countered that the striking did nothing more than remove the interest provision from the draft subcontract, leaving the final subcontract silent on the issue.

The court applied general rules of contract construction to resolve the conflict. It explained that the primary rule is to ascertain and give effect to the parties' intent. If a contract is unambiguous, the parties' intent is to be discerned from the plain and ordinary meaning of the contract language. If it is ambiguous, extrinsic evidence may be considered.

The court held that it could not consider the stricken interest provision because it was extrinsic evidence. "The rationale," it explained, "is that the writing excised from the agreement, whether by way of striking, erasing, or simply transferring the agreement to a new piece of paper without the stricken language, is not part of the agreement between the parties."

Absent the stricken provision, the court held that the subcontract was silent on the interest issue. The subcontract thus unambiguously expressed that the parties had no agreement on the issue. In Missouri, when the parties have not reached an agreement on an interest rate, the creditor is entitled to interest at the rate designated by section 408.020. The appellate court held that because JCI and G&G failed to reach an express agreement in writing regarding a different interest rate, the trial court properly awarded G&G prejudgment interest pursuant to section 408.020.

G&G should serve as a cautionary tale for contracting parties. By striking a provision from a draft contract, a party might find itself bound by a provision for which it did not bargain. Negotiating parties would be well-advised to seek counsel's advice before simply striking a provision. Experienced construction counsel can identify when a strike would create a gap and recommend an alternative provision that best protects the party's interests.

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Employers in the Construction Industry should be aware that their pre-hire Trade Collective Bargaining Agreements Subject to Section 8(f) of the National Labor Relations Act could be Converted to a Section 9(a) Contract Simply Based on the Wording of the Recognition Language in the Agreement

Aaron C. Schlesinger, Partner, Peckar & Abramson

Section 8(f) of the National Labor Relations Act covers collective bargaining agreements in the construction industry. Under such agreements, employers can agree to be bound and terminate collective bargaining agreements without employee input, an election or authorization card count. These agreements are known as pre-hire agreements. In practically all other industries, union recognitional status as collective bargaining representative

of the employer's employees is governed by Section 9(a) of the Act. In order for a Union to obtain recognition under Section 9(a), it must either file a petition showing support of 30% of the proposed bargaining unit via employee executed authorization cards and win an election of 51% of the employees in the proposed bargaining unit who actually vote, or by reaching an agreement with the employer that the union possesses employee executed authorization cards from 51% of the proposed bargaining unit, which has been confirmed by a neutral arbitrator pursuant to a card count.

In the case, Colorado Fire Sprinkler Inc., 364 NLRB No. 55 (2016), the Board upheld its prior holdings wherein certain language contained in the recognition clause of an 8(f) construction industry collective bargaining agreement can convert the agreement to a 9(a) agreement even if no petition with election or card count is undertaken. More specifically, the Board held that clear and unequivocal contract language can establish a Section 9(a) relationship in the construction industry without resorting to the election or card count process to determine a union's majority status as required by that section.

Pursuant to this standard, a recognition agreement or contract provision will be independently sufficient to establish a union's 9(a) representation status where the language unequivocally indicates that: (1) the union requested recognition as the majority or 9(a) representative of the unit employees; (2) the employer recognized the union as the majority or 9(a) bargaining representative; and (3) the employer's recognition was based on the union's having shown, or having offered to show, evidence of its majority support.

According to the Board, the following recognition language in a collective bargaining agreement could create such a conversion:

> The Employer hereby freely and unequivocally acknowledges that it has verified that the Union's status as the exclusive bargaining representative of its employees pursuant to Section 9(a) of the National Labor Relations Act, as amended, for the purpose of establishing wages, hours, and working conditions for all journeyman sprinkler fitters, apprentices and unindentured apprentice applicants in the employ of the Employer, and that the Union has offered to provide the Employer with confirmation of its support of a majority of the employees.

In light of the foregoing, employers in the construction industry should review the wording of the recognitional language in all collective bargaining agreements that they intend to be party to. This includes all agreements negotiated by a multiemployer bargaining association that the employer is a member. The failure to ensure that proper recognitional language is placed in the collective bargaining agreement could negate an employer's ability to terminate and be free of the union as it is currently able to do pursuant to a Section 8(f) agreement.

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When Force Majeure Is For Sure: The Business Of Constructing In Disaster-Prone Areas

Stephen T. Miller, Partner, and Tiffany C. Raush, Associate, Jones Walker LLP

One could have predicted in early 2017 that at least some portion of the Gulf Coast would be struck by a hurricane that year. The reality is that constructing in Texas, Louisiana, Mississippi, Alabama, or Florida in July, August, or September carries with it the very real risk that your construction site will be struck by a hurricane or tropical storm. The 2017 Atlantic hurricane season saw 17 named storms with more than $200 billion in damages. Three of those named storms—Harvey, Irma, and Maria—made the 2017 Atlantic hurricane season the costliest ever on record.

Of course, thankfully, not every year will be such a record-setter. But constructing along the Gulf Coast, or any area similarly "disaster-prone," carries with it unique considerations. Construction contracts almost universally include "force majeure" provisions that apply in the event of a hurricane. But force majeure provisions typically only buy the contractor some time. Moreover, such provisions are breeding grounds for disputes. For example, most force majeure clauses include hurricanes as qualifying events, but recall that "Hurricane Harvey" did most of its damage as a tropical storm. "Tropical storm" may not be included in the force majeure definition in your contract. Second, most contracts will require timely "notice" of the qualifying event, which can be difficult to do when you are in the midst of disaster recovery. Third, contracts and case law will often require a demonstration that the contractor acted to mitigate the effect of the force majeure event. *See also In re S. Scrap Material Co., L.L.C.*, 713 F. Supp. 2d 568 (E.D. La. 2010) (noting that Hurricane Katrina was an "Act of God" but "[o]ne invoking Act of God as a defense must prove not only that the weather was heavy but also that it 'took reasonable precautions under the circumstances as known or reasonably to be anticipated.'"). That sounds reasonable. But mitigation efforts at the height of a disaster are often easily criticized after-the-fact when time and circumstance allow for more analysis and reflection. Finally, the contractor must be able to show that the force majeure event *caused* the delay at issue. But often the contractor is moving so quickly—as are the sub-contractors, suppliers, laborers, insurance companies, *etc.*—to deal with the disaster at hand, that detailed meeting minutes, confirming emails, and contemporaneous reports are simply not possible to document all the ways the force majeure event is affecting the time line of the construction project.

Contractors along the Gulf Coast cannot simply hope for the best when constructing during hurricane season. Nor can they expect to rely on insurance and a force majeure provision should the worst happen. Instead, contractors should be fully prepared with a disaster action and recovery plan before signing a contract. Indeed, owners in the Gulf Coast region—particularly in populated, industrial, burgeoning cities like Houston, and particularly following Harvey—are coming to expect their contractors on major projects to have detailed and thorough disaster contingency plans in place.

What's In Your Disaster Action Plan?

Your disaster preparedness and recovery action plan depends on the disaster and the construction project. It should cover pre-construction disaster planning such as identifying roles and responsibilities in the event of a disaster, identifying potential off-site quarters in the event of a local evacuation order, creating an emergency call list, among other items. This stage—*i.e.*, before a storm is barreling down on your project—is a good time to consider potential labor and supply shortages that typically result after hurricanes. For example, demand for construction supplies and services sky-rocketed after Hurricane Harvey. Thomasnet.com, an online sourcing and supplier selection platform, analyzed searches for particular products and supplies before and after Harvey. The below tables summarize some of the results, including 1,200% increase in searches for doors, 1,700% increase in searches for steel buildings, and 4,600% increase in searches for trucking services. *See* https://blog.thomasnet.com/thomasnet-trends-hurricane-harvey.

TABLE 1

Thomasnet.com Category	Activity Increase
Steel Buildings	▲ 1,700%
Doors	▲ 1,200%
Concrete, Masonry & Stone	▲ 1,100%
Engineered Wood Products	▲ 700%
Clay Bricks	▲ 500%
Drywall	▲ 400%
Plywood	▲ 400%
Drywall Contractors	▲ 300%
Wall Panels	▲ 150%

TABLE 2

Thomasnet.com Category	Activity Increase
Communication Systems	▲ 10,000%
Hospital Beds	▲ 7,000%
Trucking Services	▲ 4,600%
Two-Way Communication Systems	▲ 2,500%
Transformers	▲ 1,750%
Utility Trailers	▲ 1,200%
Valve Repair/Reconditioning Services	▲ 1,100%
Diesel Generators	▲ 800%
Gas Generators	▲ 500%
Uninterruptible Power Supplies	▲ 300%

Identifying potential suppliers, labor sources, and transportation that may be available to you ahead of time could make a huge difference in your recovery ***and*** your bottom line. Remember that most force majeure clauses will not allow you to recover increased costs if the cost of materials suddenly surges after the storm. *See*, *e.g.*, *S&B/Bibb Hines Pb3 Joint Venture v. Progress Energy Fla., Inc.*, 365 Fed. Appx. 202 (11th Cir. 2010) (denying contractor's $40 million claim after four hurricanes struck the Gulf Coast resulting in a shortage of materials and a corresponding increase in the costs of construction for the contractor). If you are a large contractor, consider whether you have projects in other locations that could spare materials at cost until prices come down. Alternatively, consider mitigating the risk by through agreements with construction companies in other locations that may be willing to "come to your aid" should you be impacted (knowing that, as part of the risk-sharing arrangement, you would be willing to reciprocate).

Your disaster action plan should also cover what to do when a storm has been predicted, when it is occurring, and after it has passed. There is plenty of hurricane-preparedness advice out there, but one we like as a starting point is Allianz's *The Calm Before the Storm: Construction Site Hurricane Protection*. The 33-page booklet available online includes useful information, suggestions, checklists, and forms for contractors working in hurricane-prone areas.

The point is this: as the heart of hurricane season approaches in the Gulf Coast, do not be lulled into a false sense of security that (1) a storm probably won't happen or (2) that a force majeure or similar contract provision will provide adequate protection. In the Gulf Coast, hurricanes and tropical storms are a factor and force majeure provisions are better left as a last resort.

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Upcoming Webinar: Managing Prequalification Can Be Overwhelming, But It Doesn't Have to Be

Tuesday, June 26th at 2:00pm

For a subcontractor, prequalification requires countless hours of tracking down information and preparing paperwork. Maintaining relationships with multiple GCs who have unique requirements only increases the burden. But, what if you could eliminate the prequalification headache, saving time and effort?

Jim Wilson from Kahua will demo time saving strategies on how subcontractors can streamline prequalification using Kahua's Qualify app and ConsensusDocs prequalification forms. Click here to register for this free webinar:
https://attendee.gotowebinar.com/register/4065185149786149379

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