BUILDING CO 00014	$ -	$ 10,984	$ -	$ -	$ -	$ -	$ -	$ -	$ -	#DIV/0!	0.00%
BUILDING CO 00015	$ -	$ 10,641	$ -	$ -	$ -	$ -	$ -	$ -	$ -	#DIV/0!	0.00%
BUILDING CO 00016	$ -	$ 17,757	$ -	$ -	$ -	$ -	$ -	$ -	$ -	#DIV/0!	0.00%
BUILDING CO 00018	$ -	$ 2,625	$ -	$ -	$ -	$ -	$ -	$ -	$ -	#DIV/0!	0.00%
BUILDING CO 00020	$ -	$ 23,578	$ -	$ -	$ -	$ -	$ -	$ -	$ -	#DIV/0!	0.00%
BUILDING CO 00021	$ -	$ 9,784	$ -	$ -	$ -	$ -	$ -	$ -	$ -	#DIV/0!	0.00%
BUILDING CO 00023 rev to 65	$ -	$ 10,500	$ 12,093	$ -	$ -	$ -	$ 12,093	$ 1,209.30	$ 1,209.38	100.00%	100.00%
BUILDING CO 00025	$ -	$ 73,395	$ -	$ -	$ -	$ -	$ -	$ -	$ -	#DIV/0!	0.00%
BUILDING CO 00026	$ -	$ 127,908	$ -	$ -	$ -	$ -	$ -	$ -	$ -	#DIV/0!	0.00%
BUILDING CO 00027	$ -	$ 127,908	$ -	$ -	$ -	$ -	$ -	$ -	$ -	#DIV/0!	0.00%
BUILDING CO 00028	$ -	$ 490,735	$ -	$ -	$ -	$ -	$ -	$ -	$ -	#DIV/0!	0.00%
BUILDING CO 00029.2	$ -	$ 44,499	$ 45,180	$ -	$ -	$ -	$ 27,096	$ 2,709.61	$ 20,773.67	60.00%	60.00%
BUILDING CO 00032.2	$ -	$ 47,064	$ 43,803	$ -	$ -	$ -	$ 26,282	$ 2,628.20	$ 20,149.51	60.00%	60.00%
BUILDING CO 00033.3	$ -	$ 44,018	$ 54,100	$ -	$ -	$ -	$ 13,525	$ 1,352.51	$ 41,927.88	25.00%	25.00%
BUILDING CO 00034.1	$ -	$ 42,545	$ 64,963	$ -	$ -	$ -	$ 16,241	$ 1,624.08	$ 50,346.60	25.00%	25.00%
BUILDING CO 00036.1	$ -	$ 57,860	$ 56,444	$ -	$ -	$ -	$ 33,866	$ 3,386.64	$ 25,964.04	60.00%	60.00%
BUILDING CO 00037.1	$ -	$ 19,526	$ 18,009	$ -	$ -	$ -	$ 18,009	$ 1,800.90	$ 1,800.90	100.00%	100.00%
BUILDING CO 00038.1	$ -	$ 17,233	$ 21,921	$ -	$ -	$ -	$ -	$ -	$ 21,921.30	0.00%	0.00%
BUILDING CO 00039.1	$ -	$ 16,581	$ 16,581	$ -	$ -	$ -	$ -	$ -	$ 16,580.70	0.00%	0.00%
BUILDING CO 00042.1	$ -	$ 99,728	$ 96,723	$ -	$ -	$ -	$ 24,181	$ 2,418.08	$ 74,980.18	25.00%	25.00%
BUILDING CO 00043.2	$ -	$ 190,594	$ 99,740	$ -	$ -	$ -	$ 24,935	$ 2,493.50	$ 77,298.00	25.00%	25.00%
BUILDING CO 00047	$ -	$ 60,894	$ 60,894	$ 15,223.56	$ 1,522.36	$ 13,701.20	$ 15,224	$ 1,522.36	$ 47,193.03	25.00%	25.00%
BUILDING CO 00049	$ -	$ 18,662	$ 18,662	$ -	$ -	$ -	$ -	$ -	$ 18,662.09	0.00%	0.00%
BUILDING CO 00050	$ -	$ 26,536	$ 26,536	$ -	$ -	$ -	$ -	$ -	$ 26,536.38	0.00%	0.00%
BUILDING CO 00052	$ -	$ 19,741	$ 19,741	$ -	$ -	$ -	$ -	$ -	$ 19,740.58	0.00%	0.00%
SUBTOTAL BUILDING CHANGE ORDERS	$ -	$ 4,073,797	$ 1,020,250	$ 75,952.67	$ 7,595.27	$ 68,357.40	$ 373,622	$ 37,362.17	$ 683,990.20	38.82%	38.82%
GRAND TOTAL OF COSTS	$ 78,936,160	$ 4,616,674	$ 80,601,286	$ 7,008,319	$ 700,832	$ 6,307,487	$ 55,378,937	$ 5,292,138	$ 30,414,487	68.79%	68.53%

Items highlighted in this shade are soft costs shown for reference only and are not used in calculating overall percentage complete (only hard costs used for calculating overall percentage complete). Percentages observed for these line items will match draw request percentages.

Document C: Contractor Costs Detail

Gemstone Development West, Inc.
ManhattanWest Condominiums

General Contractor Cost Detail-APCO

PHASE	DESCRIPTION	BUDGET	CONST.DRAW JULY Invoices	EXPENSES YEAR TO DATE	% OF BUDGET	REMAINING BUDGET
General Conditions						
1000	GENERAL CONDITIONS					
1000	APCO Contractor Fee	$ 4,996,086.00	$ 432,257.26	$ 3,225,614.25	64.56%	$ 1,770,471.75
1310	General Conditions	$ 7,095.00		$ 5,452.53	76.85%	$ 1,642.47
1330	Submittals	$ 4,500.00		$ 3,872.07	86.05%	$ 627.93
1500	Mobilization	$ 50,000.00		$ 47,500.00	95.00%	$ 2,500.00
1780	Closeout Documents	$ 4,000.00		$ -	0.00%	$ 4,000.00
	TOTAL BUDGET AMOUNT	$ 5,061,681.00	$ 432,257.26	$ 3,282,438.85	64.85%	$ 1,779,242.15
Site Improvements						
2000	SITEWORK					
2200	Site Prep & Mass Excavation	$ 2,754,700.00		$ 2,914,650.00	105.81%	$ (159,950.00)
2300	Mass Excavation	$ -		$ -	#DIV/0!	$ -
2510	Site Water	$ 647,000.00		$ 476,770.00	73.69%	$ 170,230.00
2530	Site Sanitary Sewer	$ 615,000.00		$ 590,400.00	96.00%	$ 24,600.00
2580	Site electric	$ -		$ -	#DIV/0!	$
2600	Storm Sewer	$ 511,000.00		$ 500,780.00	98.00%	$ 10,220.00
2740	Asphaltic concrete Paving	$ 512,350.00	$ 8,500.00	$ 43,927.50	8.57%	$ 468,422.50
2750	Concrete Paving and Approaches	$ -		$ -	#DIV/0!	$ -
2770	Curbs and Gutters	$ 190,020.00		$ -	0.00%	$ 190,020.00
2775	Sidewalks	$ 230,000.00		$ -	0.00%	$ 230,000.00
2780	Unit Pavers	$ 221,844.00		$ -	0.00%	$ 221,844.00
2800	Irrigation System	$ -		$ -	#DIV/0!	$ -
2820	Fencing	$ -		$ -	#DIV/0!	$ -
2870	Site furnishings	$ 100,000.00		$ -	0.00%	$ 100,000.00
2900	Landscaping	$ 345,000.00		$ -	0.00%	$ 345,000.00
	TOTAL BUDGET AMOUNT	$ 6,126,914.00	$ 8,500.00	$ 4,526,527.50	73.88%	$ 1,600,386.50
Clubhouse/Pool/Pool House/ Guard House						
18000	ALLOWANCES					
18000	Pools	$ 460,000.00		$ -	0.00%	$ 460,000.00
	TOTAL BUDGET AMOUNT	$ 460,000.00	$ -	$ -	0.00%	$ 460,000.00
Framing Contract						
6100	Rough Framing	$ 3,610,000.00		$ 3,609,996.98	100.00%	$ 3.02
	TOTAL BUDGET AMOUNT	$ 3,610,000.00	$ -	$ 3,609,996.98	100.00%	$ 3.02
Condo Construction						
3000	CONCRETE					
3300	Cast in Place Concrete	$ 9,277,108.00	$ 54,116.00	$ 8,979,940.50	96.80%	$ 297,167.50
3450	Precast Concrete	$ 1,000,000.00	$ 258,250.00	$ 516,500.00	51.65%	$ 483,500.00
4000	MASONRY					
4100	CMU	$ 1,531,800.00		$ 583,509.00	38.09%	$ 948,291.00
5000	METALS					
5100	Structural Steel	$ 13,656,981.50	$ 968,592.13	$ 13,072,063.21	95.72%	$ 584,918.29
5500	Miscellaneous Metals (Incl)	$ -		$ -	#DIV/0!	$ -
6000	CARPENTRY					
6200	Millwork	$ 1,900,000.00	$ 597,870.47	$ 647,068.72	34.06%	$ 1,252,931.28
6400	Architectural Woodwork	$ -		$ -	#DIV/0!	$ -
7000	THERMAL / MOISTURE PROTECTION					
7100	Waterproofing	$ 557,293.00	$ 104,005.22	$ 440,713.00	79.08%	$ 116,580.00
7220	Insulation	$ 359,840.00	$ 71,790.00	$ 156,060.00	43.37%	$ 203,780.00
7240	EFIS/Stucco	$ 1,455,600.00	$ 502,497.80	$ 580,807.80	39.90%	$ 874,792.20
7530	EPDM Roofing 60 mil	$ -		$ -	#DIV/0!	$ -
7650	Flashing	$ -		$ -	#DIV/0!	$ -
7720	Roof Hatches w/ladder	$ 876,596.00	$ 436,897.08	$ 736,599.28	84.03%	$ 139,996.72
7810	Sprayed on Fireproofing	$ 260,000.00	$ 28,740.00	$ 240,840.00	92.63%	$ 19,160.00
7900	Caulking and Sealants	$ -		$ -	#DIV/0!	$ -
8000	DOORS & WINDOWS					
8100	HM doors and Frames	$ -		$ -	#DIV/0!	$ -
8200	Wood Doors and Frames	$ -		$ -	#DIV/0!	$ -
8310	Access Panels	$ -		$ -	#DIV/0!	$ -
8360	Overhead Doors	$ -		$ -	#DIV/0!	$ -
8400	Storefront	$ 183,000.00	$ 54,450.00	$ 127,115.00	69.46%	$ 55,885.00
8560	Vinyl Windows	$ 1,052,375.00		$ 992,844.00	94.34%	$ 59,531.00

PHASE	DESCRIPTION	BUDGET	CONST.DRAW 9 JULY Invoices	EXPENSES YEAR TO DATE	% OF BUDGET	REMAINING BUDGET
8700	Door Hardware	$ -		$ -	#DIV/0!	$ -
8800	Glass and glazing	$ 5,100,000.00	$ 807,500.00	$ 952,500.00	18.68%	$ 4,147,500.00
9000	FINISHES					
6415	Granite	$ 332,000.00	$ 2,755.00	$ 16,545.00	4.98%	$ 315,455.00
9200	LGMF and Drywall	$ 4,332,100.50	$ 648,107.50	$ 2,547,857.50	58.81%	$ 1,784,243.00
9250	GWB w/light guage metal framing	$ -		$ -	#DIV/0!	$ -
9300	Ceramic Tile	$ -		$ -	#DIV/0!	$ -
9520	ACT	$ -		$ -	#DIV/0!	$ -
9600	Flooring	$ 1,650,000.00		$ -	0.00%	$ 1,650,000.00
9680	Carpet	$ -		$ -	#DIV/0!	$ -
9720	Wallcovering @22.00 sy.	$ -		$ -	#DIV/0!	$ -
9900	Painting	$ 1,111,236.00		$ -	0.00%	$ 1,111,236.00
10000	SPECIALTIES					
10180	Toilet Partitions	$ -		$ -	#DIV/0!	$ -
10440	Interior Signage	$ -		$ -	#DIV/0!	$ -
10520	Fire extinguishers and Cabinets	$ -		$ -	#DIV/0!	$ -
10550	Mail Boxes	$ -		$ -	#DIV/0!	$ -
10800	Bathroom Accessories	$ -		$ -	#DIV/0!	$ -
11000	EQUIPMENT					
11000	APPLIANCES	$ 336,000.00		$ -	0.00%	$ 336,000.00
14000	CONVEYING SYSTEMS					
14200	HYDRAULIC ELEVATORS	$ 1,729,979.00	$ 267,287.00	$ 1,119,871.32	64.73%	$ 610,107.68
15000	MECHANICAL					
15000	FIRE PROTECTION	$ -		$ -	#DIV/0!	$ -
15010	PLUMBING	$ 8,272,200.00	$ 711,159.77	$ 5,372,550.83	64.95%	$ 2,899,649.17
15020	H.V.A.C.	$ 2,395,100.00	$ 396,769.16	$ 1,324,884.04	55.32%	$ 1,070,215.96
16000	ELECTRICAL					
16000	ELECTRICAL	$ 6,310,356.00	$ 580,822.00	$ 4,745,557.00	75.20%	$ 1,564,799.00
	TOTAL BUDGET AMOUNT	$ 63,679,686.00	$ 6,491,609.13	$ 43,153,829.20	67.77%	$ 20,525,738.80
	SUBTOTAL OF GENERAL CONTRACTOR COSTS	$ 78,938,160.00	$ 6,932,366.39	$ 54,572,789.53	0.00%	$ 24,365,370.47
	Unit Upgrade Expenses					
16000	Building CO 00029 Electrical Options B8	$ 45,160.16		$ 27,096.10	60.00%	$ 18,064.06
16000	Building CO 00032 Electrical Options B9	$ 43,803.27		$ 26,281.96	60.00%	$ 17,521.31
15010	Building CO 00033 Plumbing Options B9	$ 54,100.49		$ 13,525.12	25.00%	$ 40,575.37
15010	Building CO 00034 Plumbing Options B8	$ 64,963.36		$ 16,240.84	25.00%	$ 48,722.52
6100	Building CO 00037 B8 & B9 Option Changes	$ 18,009.00		$ 18,009.00	100.00%	$ -
5100	Building CO 00038.1 Cable Hand Rail Opt B8 & B9	$ 21,921.30		$ -	0.00%	$ 21,921.30
11000	Building CO 00039.1 Building 8 & 9 Fireplaces	$ 16,580.70		$ -	0.00%	$ 16,580.70
16000	Building CO 00047 Building 8 & 9 Low Voltage	$ 60,894.23	$ 15,223.56	$ 15,223.56	25.00%	$ 45,670.67
6200	Building CO 00049 Building 8 & 9 Closet Organizers	$ 18,662.09		$ -	0.00%	$ 18,662.09
16000	Building CO 00050 Building 8 & 9 Electrical Upgrades	$ 26,536.38		$ -	0.00%	$ 26,536.38
10800	Building CO 00052 Building 8 & 9 Shower Doors & Mirrors	$ 19,740.58		$ -	0.00%	$ 19,740.58
	TOTAL BUDGET AMOUNT	$ 390,371.56	$ 15,223.56	$ 116,376.58	#DIV/0!	$ 273,994.98
	TOTAL GC COSTS INCLUDING UPGRADES	$ 79,328,531.56	$ 6,947,589.95	$ 54,689,166.11	0.00%	$ 24,639,365.45
	Approved Change Orders (Approved AIA 702)					
2530	Grading CO 00001 - Bioxide Chem Feed & Stor Tank	$ 59,308.20		$ 53,377.40		$ 5,930.80
2510	Grading CO 00002 - Fire Hydrant Permits	$ 446.78		$ 446.78		$ -
2530	Grading CO 00003 - Revisions Utility Sheets 11/14/07	$ 88,338.72		$ 70,670.98		$ 17,667.74
2200	Grading CO 00004 - Encroachment Permit	$ 452.81		$ 452.81		$ -
2530	Grading CO 00005 - WRG Plans 11-01-07	$ 394,330.13		$ 307,577.50		$ 86,752.63
7810	Building CO 00001 Additional Fireproofing B7	$ 13,628.00		$ 13,628.00		$ -
15020	Building CO 00012 HVAC Thru Delta 5 B8	$ 22,975.67	$ 11,487.83	$ 17,231.75		$ 5,743.92
15020	Building CO 00013.1 HVAC Thru Delta 5 B2/3	$ 328,275.17	$ 49,241.28	$ 131,310.07		$ 196,965.10
4100	Building CO 00023 Masonry Delta 5 B8/9	$ 12,093.00		$ 12,093.00		$ -
16000	Building CO 00036 Electrical C2 Split B8/9	$ 56,444.00		$ 33,866.40		$ 22,577.60
16000	Building CO 00042 Electrical Changes Delta 3	$ 96,723.00		$ 24,180.75		$ 72,542.25
16000	Building CO 00043 Electrical Changes Delta 5	$ 99,740.00		$ 24,935.00		$ 74,805.00
						$ -
	TOTAL BUDGET AMOUNT	$ 1,172,755.48	$ 60,729.11	$ 689,770.44	#DIV/0!	$ 482,985.04
	GRAND TOTAL OF GENERAL CONTRACTOR COSTS	$ 80,501,287.04	$ 7,008,319.06	$ 55,378,936.55	68.79%	$ 25,122,350.49
	TOTAL RETENTION		$ (700,631.91)	$ (5,292,137.39)	#DIV/0!	$ 5,292,137.39
	NET CASH ADVANCES	$ 80,501,287.04	$ 6,307,487.15	$ 50,086,799.16		$ 30,414,487.88

04315

NEVADA CONSTRUCTION SERVICES

October 20, 2008

Scott Financial Corporation
15010 Sundown Drive
Bismarck, ND 58503
Attn: Brad J. Scott

RE: DRAW REQUEST ON THE FOLLOWING PROJECT:

****MANHATTANWEST CONDOS PHASE I**	**Gross**	**$4,991,752.48**
NCS PROJECT# 07-10-11Y-JO	**Retention**	**$470,719.24**
Senior Construction Draw #10	**Net**	**$4,521,033.24**

Less funds returned to SFC that were not disbursed by NCS **$1,375,440.75**
(Please see attached document and detail on document C)

****Please request additional funding of $3,145,592.49**

****Please note: NCS will need the full net amount of $4,521,033.24 sent by wire to fund the current draw request.**

Please find enclosed the most recent draw request and inspection report for your review. In addition, any pending reallocations are attached for your review. NCS accepts that these reallocations are approved when this draw is funded.

The amount of the draw has been approved for payment as the work completed meets or exceeds the amount requested.

Please make note of the available construction loan balances and notify us immediately of any discrepancies.

If you have any questions, please do not hesitate to give our office a call.

Sincerely,

Jennifer Olivares
Disbursement Agent

2500 N. Buffalo, Suite 140 • Las Vegas, NV 89128
Office (702) 251-1150 • Fax (702) 251-5918

160 Country Estates Circle, Suite 3 • Reno, NV 89511
Office (775) 324-7733 • Fax (775) 324-5212

ManhattanWest

Apco June Payment

Reason		Amount
Reimbursement for Containment Solutions/Las Vegas Pipeline	$	15,000.00
Reimbursement for Enco Southwest/Las Vegas Pipeline	$	29,923.00
Apco self-performed work	$	45,124.65
Apco Contractor Fees	$	330,187.81
Advance to Accuracy Glass from Apco Contractor Fees	$	(90,000.00)
Total remaining to disburse to Apco for June	**$**	**330,235.46**

Apco July Payment

Reason		Amount
Reimbursement for Accuracy advance in June	$	90,000.00
Apco self-performed work	$	38,308.05
Apco Contractor Fees	$	371,716.05
Payment to WRG from Apco Contractor Fees	$	(11,396.00)
Total remaining to disburse to Apco for July	**$**	**488,628.10**

Other funds remaining

		Amount
June Jeff Heit - check on hold per Owner	$	306,461.20
July Jeff Heit - check on hold per Owner	$	224,091.99
July Jeff Heit/Apco reimbursement - check on hold per Owner	$	26,024.00
Total funds on hold	**$**	**556,577.19**

TOTAL FUNDS WIRED BACK TO SFC	**$**	**1,375,440.75**

NEVADA CONSTRUCTION SERVICES

October 8, 2008

Scott Financial Corporation
15010 Sundown Drive
Bismarck, ND 58503
Attn: Brad J. Scott

RE: DRAW REQUEST ON THE FOLLOWING PROJECT:

****MANHATTANWEST CONDOS PHASE I**	**Gross**	**$4,991,752.48**
NCS PROJECT# 07-10-11Y-JO	**Retention**	**$470,719.24**
Senior Construction Draw #10	**Net**	**$4,521,033.24**

>>Please fund $4,521,033.24

Please find enclosed the most recent draw request and inspection report for your review. In addition, any pending reallocations are attached for your review. NCS accepts that these reallocations are approved when this draw is funded.

The amount of the draw has been approved for payment as the work completed meets or exceeds the amount requested.

Please make note of the available construction loan balances and notify us immediately of any discrepancies.

If you have any questions, please do not hesitate to give our office a call.

Sincerely,

Jennifer Olivares
Disbursement Agent

2500 N. Buffalo, Suite 140 • Las Vegas, NV 89128
Office (702) 251-1150 • Fax (702) 251-5918

160 Country Estates Circle, Suite 3 • Reno, NV 89511
Office (775) 324-7733 • Fax (775) 324-5212

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: Manhattan West
9121 W. Russell Rd.
Las Vegas, NV 89148

PROJECT: Manhattan West Phase 1

OWNER DRAW NO: 10
APPLICATION NO: 11
PERIOD: 8/31/2008
PROJECT 168
CONTRACT DATE: 08/15/08

Distribution to:
- OWNER
- ARCHITECT
- CONTRACTOR
- NCS
- Pete Smith

FROM CONTRACTOR: Gatrico Pacific Construction
2925 E. Patrick Lane, Suite G
Las Vegas, Nevada 89120

VIA ARCHITECT: OZ Architects

CONTRACT FOR: Manhattan West Phase 1

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation sheet is attached.

1. ORIGINAL CONTRACT SUM	$	78,938,160.00
2. Net change by Change Orders	$	2,677,059.22
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	$	81,615,219.22
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	58,843,561.12
5. RETAINAGE:		
a. 10 % of completed work (Buildings)	$ 5,337,982.74	
b. 5 % of Site Work	$ 273,186.75	
Total Retainage (lines 5a+5b)		5,611,169.49
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	53,232,391.63
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		[illegible]
8. CURRENT PAYMENT DUE	$	4,521,133.24
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 28,382,827.59	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
TOTAL CHANGES APPROVED IN PREVIOUS MONTHS BY OWNER	1,563,126.22	
Total approved this Month	1,113,933.00	
TOTALS	2,677,059.22	
NET CHANGES by change order		2,677,059.22

2,677,059.22

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

CONTRACTOR
By: [signature] Date: 10/6/08

State of: Nevada
County of: Clark
Subscribed and sworn to before me this day of 2008

Notary Public: [signature]
My Commission expires: 11-5-11

Notary Public - State of Nevada
County of Clark
YVONNE D Fatma
My Appointment Expires
September 5, 201[illegible]
No: 93-[illegible]-1

ARCHITECT FOR THE FIRM
By: [signature] Date: 10/7/08

OWNER
By: [signature] Date: 10/6/08

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE OF

TO OWNER: Manhattan West
9121 W. Russell Rd.
Las Vegas, NV 89148

PROJECT: Manhattan West Phase 1

OWNER DRAW NO: 10
APPLICATION NO: 11
PERIOD: 8/31/2008
PROJECT: 188
CONTRACT DATE: 08/15/08

Distribution to:
- [x] OWNER
- [x] ARCHITECT
- [x] CONTRACTOR
- [x] RCS
- [x] Pete Smith

FROM CONTRACTOR: Calico Pacific Construction
2928 E. Patrick Lane, Suite G
Las Vegas, Nevada 89120

VIA ARCHITECT: GZ Architects

CONTRACT FOR: Manhattan West Phase 1

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM ..... $ 78,938,180.00
2. Net change by Change Orders ..... $ 2,877,059.22
3. CONTRACT SUM TO DATE (Line 1 +/- 2) ..... $ 81,815,239.22 A
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... $ 58,843,581.12 C
5. RETAINAGE
   a. 10 % of completed work (Buildings) $ 5,287,982.74
   b. 5 % of Site Work $ 273,186.75
   Total Retainage (Line 5a+5b) ..... 5,611,169.49 F
6. TOTAL EARNED LESS RETAINAGE ..... $ 53,232,391.63 I
   (Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
8. CURRENT PAYMENT DUE ..... $ 4,621,033.24 U
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) $ 28,582,847.59

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
TOTAL CHANGES APPROVED IN PREVIOUS MONTHS BY OWNER	1,[illegible]	-
Total approved this Month	1,[illegible]	-
TOTALS	2,877,059.22	-
NET CHANGES by Change Order	2,877,059.22	

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

CONTRACTOR:
By: [signature] Date: 10/6/08

State of: Nevada
County of: Clark
Subscribed and sworn to before me this ___ day of ___ 2008

Notary Public: [signature]
My Commission expires: 11-5-11

Notary Public - State of Nevada
County of Clark
YVONNE D. RAMIREZ
My Appointment Expires
November 5, 2011

ARCHITECT
By: ___ Date: ___

OWNER
By: [signature] Date: 10/6/08

2,877,059.22

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT,
containing Contractor's signed certification, is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use column I on contracts where retainage for less than ... apply

Schedule of Values Phase 1 Manhasset West

Owner Loan No.: 19
Billing Number: 11
Period: 8/31/2005

A.1	A.2	B	C	D	E	F	G	H	I	J	K	L
				WORK COMPLETED		MATERIALS STORED						
ITEM NO.	CIS CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATIONS	THIS PERIOD	THIS PERIOD	CURRENT TOTAL STORED	TOTAL COMPLETED AND STORED	PERCENTAGE COMPLETE	BALANCE TO FINISH	CURRENT RETENTION WITHHELD	TOTAL RETENTION WITHHELD
ONSITE:												
1	2200	Mobilization	45,000.00	45,000.00	-	-	-	45,000.00	100%	-	-	2,250.00
2	2200	Site Preparation and Mass Excavation	2,858,000.00	2,388,800.00	-	-	-	2,858,000.00	100%	-	-	137,890.00
3	2310	Site Water	647,000.00	636,120.00	(139,150.00) (2)	-	-	497,370.00	77%	149,430.00	(6,957.50)	24,874.50
4	2000	Site Sanp Sewer	511,000.00	500,780.00	-	-	-	500,780.00	98%	10,220.00	-	25,039.00
5	2330	Site Sanitary Sewer	615,000.00	599,400.00	(349,200.00) (3)	-	62,250.00	250,200.00	41%	364,800.00	(17,010.00)	12,510.00
6	2200	Irrigation	154,700.00	154,700.00	-	-	-	154,700.00	100%	-	-	7,735.00
OFF & ON-SITE IMPROVEMENTS												
7	2740	Grading	222,750.00	-	135,000.00 (4)	-	-	135,000.00	61%	87,750.00	13,500.00	13,500.00
8	2770	Offsite Curb & Gutter Repair	77,000.00	-	-	-	-	-	0%	77,000.00	-	-
9	2775	Offsite Sidewalks Repair	50,000.00	-	-	-	-	-	0%	50,000.00	-	-
10	2740	Asphalt Paving Phase 1	289,500.00	43,927.50	-	-	-	43,927.50	15%	245,572.50	-	4,392.75
11	2770	Curb and Gutter Phase 1	113,000.00	-	-	-	-	-	0%	113,000.00	-	-
12	2775	Sidewalks Phase 1 (Budget)	320,000.00	-	-	-	-	-	0%	320,000.00	-	-
13	2740	Brick Pavers Phase 1 (Budget)	221,844.00	-	-	-	-	-	0%	221,844.00	-	-
14	2870	Site Lighting Phase 1 (Budget)	100,000.00	-	-	-	-	-	0%	100,000.00	-	-
15	16000	Pools	460,000.00	-	25,000.00 (5)	-	-	25,000.00	5%	435,000.00	2,500.00	2,500.00
16	16000	Electrical Engineering	6,200.00	-	-	-	-	-	0%	6,200.00	-	-
17	16000	Electrical Mobilization	-	-	-	-	-	-	0%	-	-	-
18	16000	Electrical Office Trailer/Admin.	4,000.00	-	1,000.00 (10)	-	-	1,000.00	21%	3,000.00	100.00	100.00
19	16000	Electrical Proj Engineer, CAD, Proj Asstnt	3,000.00	-	1,000.00 (10)	-	-	1,000.00	33%	2,000.00	100.00	100.00
20	16000	Electrical Permits	2,000.00	-	-	-	-	-	0%	2,000.00	-	-
21	16000	Electrical Submittals	400.00	400.00	-	-	-	400.00	100%	-	-	40.00
22	16000	Electrical Supervision/Coordination	4,000.00	-	-	-	-	-	0%	4,000.00	-	-
23	16000	Furnish Landscape Lighting	157,000.00	-	-	-	-	-	0%	157,000.00	-	-
24	16000	Furnish Courtyard Lighting	40,000.00	-	-	-	-	-	0%	40,000.00	-	-
25	16000	Furnish Sports Lighting	8,000.00	-	-	-	-	-	0%	8,000.00	-	-
26	16000	Furnish Parking Lot Pole Lighting	32,000.00	-	-	-	-	-	0%	32,000.00	-	-
27	1000	Contractor Fee	149,943.00	3,833.42	13,348.00 (1)	-	-	17,180.41	11%	132,762.59	1,331.79	1,718.04
UNCOMPLETE:												
28	2900	Landscaping	90,000.00	-	-	-	-	-	0%	90,000.00	-	-
29	5400	Reinforcing Steel Labor	348,000.00	303,508.77	-	-	-	303,508.77	87%	38,491.23	-	30,350.88
30	5400	Reinforcing Steel Material	506,812.50	506,812.50	-	-	-	506,812.50	100%	-	-	50,681.25
31	3300	Concrete Separate Footings	248,500.00	248,500.00	-	-	-	248,500.00	100%	-	-	24,850.00
32	3300	Concrete Pier footings	200,000.00	200,000.00	-	-	-	200,000.00	100%	-	-	20,000.00
33	3300	Concrete Form and Place Lower Walls	300,000.00	300,000.00	-	-	-	300,000.00	100%	-	-	30,000.00
34	3300	Concrete Form and Place Lower Columns	85,000.00	85,000.00	-	-	-	85,000.00	100%	-	-	8,500.00
35	3300	Concrete Place and Finish Slab on Grade	130,000.00	130,000.00	-	-	-	130,000.00	100%	-	-	13,000.00
36	3300	Concrete Form and Place Mid Deck	450,000.00	450,000.00	-	-	-	450,000.00	100%	-	-	45,000.00
37	3300	Concrete Form and Place Mid Walls	300,000.00	300,000.00	-	-	-	300,000.00	100%	-	-	30,000.00
38	3300	Concrete Form and Place Mid Columns	85,000.00	85,000.00	-	-	-	85,000.00	100%	-	-	8,500.00
39	3300	Concrete Form and Place Upper Deck	475,000.00	475,180.50	-	-	-	475,180.50	100%	719.50	-	47,518.05
40	3450	Precast Concrete (Budget) 1st Floor	25,000.00	12,700.00	-	-	6,350.00	12,700.00	51%	12,300.00	-	1,270.00
41	3450	Precast Concrete (Budget) 2nd Floor	25,000.00	12,700.00	-	-	6,350.00	12,700.00	51%	12,300.00	-	1,270.00
42	3450	Precast Concrete (Budget) 3rd Floor	25,000.00	12,700.00	-	-	6,350.00	12,700.00	51%	12,300.00	-	1,270.00
43	3450	Precast Concrete (Budget) 4th Floor	25,000.00	12,700.00	-	-	6,350.00	12,700.00	51%	12,300.00	-	1,270.00
44	4100	Masonry CMU	32,100.00	28,890.00	3,210.00 (6)	-	-	32,100.00	100%	-	321.00	3,210.00
45	4100	Masonry Thin Brick Veneer	151,200.00	-	-	-	-	-	0%	151,200.00	-	-

BUILDING #3 Continued....

46	6415	Granite (Budget)	16,000.00	-	-	-	-	-	-	0%	16,000.00	-	-
47	6100	Rough Carpentry (Budget)	2,186,000.00	2,177,997.21	8,522.79	7 -	46,500.00	2,184,500.00	100%	410.00	662.29		218,899.00
48	6200	Finish Carpentry (Budget)	43,429.00	19,582.46	7,716.43	8 -	1,803.46	27,307.89	63%	16,121.11	771.54		2,730.79
49	7010	Waterproofing	34,208.00	34,208.00	-	-	-	34,208.00	100%	-	-		3,420.80
50	7220	Insulation	57,290.00	-	-	-		-	0%	57,290.00	-		-
51	7720	Roofing	243,660.00	238,002.80	-	-	-	238,002.80	98%	4,657.20	-		23,800.29
52	7160	Waterproofing	174,490.00	152,558.40	-	-	-	152,558.40	87%	21,931.61	-		15,255.83
53	7240	Stucco	327,100.00	126,802.80	143,863.00	10 -	-	272,225.80	83%	58,774.20	14,588.30		27,222.58
54	8540	Windows	279,875.00	269,500.00	-	-	-	269,500.00	97%	7,375.00	-		26,950.00
55	8400	Storefront Doors	81,200.00	72,565.00	-	-	-	72,565.00	78%	18,635.00	-		7,256.50
56	8550	LGHP and Drywall	302,000.00	300,000.00	-	-	-	300,000.00	99%	2,000.00	-		30,000.00
57	9600	Flooring	300,000.00	-	-	-	-	-	0%	300,000.00	-		-
58	9680	Painting	83,000.00	-	-	-	-	-	0%	83,000.00	-		-
59	14200	Elevators	309,992.00	183,438.00	27,109.50	13 -	291,876.00	210,547.50	68%	98,014.00	2,718.96		21,054.75
60	1000	Mechanical Mobilization	3,750.00	3,750.00	-	-	-	3,750.00	100%	-	-		375.00
61	1330	Mechanical Submittals	337.50	205.50	-	-	-	205.50	61%	132.00	-		20.55
62	1310	Mechanical General Conditions	532.12	361.94	-	-	-	361.94	68%	170.18	-		36.18
63	1780	Mechanical Close-out Documents	300.00	-	-	-	-	-	0%	300.00	-		-
64	15000	HVAC Permit	1,200.00	1,200.00	-	-	-	1,200.00	100%	-	-		120.00
65	15000	HVAC Pre-Rough-Line Set Piping	37,450.00	28,087.50	9,362.50	15 -	-	37,450.00	100%	-	938.25		3,745.00
66	15000	HVAC Equipment - FSD Materials	29,990.00	5,992.00	16,479.00	-	-	22,470.00	75%	7,490.00	1,047.90		2,247.00
67	15000	HVAC Rough Duct	29,990.00	8,993.00	5,992.00	16 -	-	14,985.00	50%	14,995.00	599.20		1,498.50
68	15000	HVAC Set Equipment	29,990.00	-	-	-	-	-	0%	29,990.00	-		-
69	15000	HVAC Set Trim	7,490.00	-	-	-	-	-	0%	7,490.00	-		-
70	15000	HVAC FSD - DD Testing	7,490.00	-	-	-	-	-	0%	7,490.00	-		-
71	15000	HVAC Start-Up	7,490.00	-	-	-	-	-	0%	7,490.00	-		-
72	15010	Plumbing Permit	2,870.00	2,841.30	-	-	-	2,841.30	99%	28.70	-		284.13
73	15010	Plumbing Excavation and Backfill	48,992.00	48,992.00	-	-	-	48,992.00	99%	469.62	-		4,850.21
74	15010	Plumbing UG Sanitary Piping	24,859.00	24,891.50	-	-	-	24,891.50	99%	348.50	-		2,489.15
75	15010	Plumbing UG Storm Piping	83,311.00	82,477.89	-	-	-	82,477.89	99%	833.11	-		8,247.79
76	15010	Plumbing Pre-Cast Structures	29,575.00	29,278.25	-	-	-	29,278.25	99%	296.75	-		2,927.83
77	15010	Plumbing Building Water Service	3,215.00	3,182.85	-	-	-	3,182.85	99%	32.15	-		318.29
78	15010	Plumbing Sleeves and Inserts	7,880.00	7,583.40	-	-	-	7,583.40	96%	76.60	-		758.34
79	15010	Plumbing A/G Waste & Vent	54,020.00	45,817.00	2,701.00	14 -	-	48,518.00	90%	5,502.00	270.10		4,851.80
80	15010	Plumbing Drains / Cleaners	26,527.00	25,599.73	-	-	-	25,599.73	96%	927.27	-		2,559.97
81	15010	Plumbing A/G Storm Piping	45,639.00	36,526.40	4,563.80	-	-	41,092.20	90%	4,546.80	456.56		4,109.22
82	15010	Plumbing A/G Domestic Water	79,786.00	29,143.42	23,629.80	-	-	52,773.22	67%	26,912.78	2,362.98		5,277.32
83	15010	Plumbing Testing	8,194.00	1,786.06	1,632.80	-	-	3,418.86	42%	4,775.12	163.28		342.89
84	15010	Plumbing Fixtures	44,532.00	-	-	-	-	-	0%	44,532.00	-		-
85	15010	Plumbing Equipment	38,160.00	3,400.80	5,232.00	14 -	784.80	8,632.80	23%	17,527.20	523.20		863.28
86	15010	Plumbing Installation - Plastics - Fire Protection	488,500.00	270,134.81	-	-	48,404.80	270,134.81	56%	218,365.19	-		27,013.48
87	16000	Electrical Engineering	16,800.00	-	-	-	-	-	0%	16,800.00	-		-
88	16000	Electrical Mobilization	-	-	-	-	-	-	0%	-	-		-
89	16000	Electrical Office Trailer/Admin.	14,400.00	8,130.00	5,000.00	16 -	-	13,130.00	91%	1,261.00	500.00		1,313.00
90	16000	Electrical Proj Engineer, CAD, Proj Assistant	8,000.00	5,818.75	1,500.00	-	-	5,818.75	73%	2,181.25	150.00		581.88
91	16000	Electrical Permits	7,800.00	4,375.00	-	-	-	4,375.00	56%	3,425.00	-		437.50
92	16000	Electrical Submittals	1,200.00	1,200.00	-	-	-	1,200.00	100%	-	-		120.00
93	16000	Electrical Supervision/Planning/Coordination	14,400.00	10,650.00	2,400.00	-	-	13,050.00	91%	1,350.00	240.00		1,305.00
94	16000	Electrical Light Fixture Package	66,500.00	58,950.00	-	-	-	58,950.00	89%	6,550.00	-		5,895.00
95	16000	Electrical Distribution Package	25,000.00	22,500.00	2,500.00	-	-	25,000.00	100%	-	250.00		2,500.00
96	16000	Low Voltage Systems (FA, CCTV, CA, etc.)	50,000.00	37,500.00	2,500.00	-	-	40,000.00	80%	10,000.00	250.00		4,000.00
97	16000	Electrical 3rd Sublevel Garage UG and Deck	200,000.00	190,000.00	-	-	-	190,000.00	95%	10,000.00	-		19,000.00
98	16000	Electrical 1st Sublevel Garage UG and Deck	255,000.00	242,500.00	-	-	-	242,500.00	95%	12,500.00	-		24,250.00
99	16000	Electrical 1st Floor Rough and Trim	25,000.00	17,500.00	5,000.00	-	-	22,500.00	90%	2,500.00	500.00		2,250.00
100	16000	Electrical 2nd Floor Rough and Trim	25,000.00	17,500.00	5,000.00	-	-	22,500.00	90%	2,500.00	500.00		2,250.00
101	16000	Electrical 3rd Floor Rough and Trim	25,000.00	17,500.00	5,000.00	-	-	22,500.00	90%	2,500.00	500.00		2,250.00
102	16000	Electrical 4th Floor Rough and Trim	25,000.00	17,500.00	5,000.00	16 -	-	22,500.00	90%	2,500.00	500.00		2,250.00
103	16000	Electrical Roof Plan	2,500.00	-	-	-	-	-	0%	2,500.00	-		-
104	1000	Contractor Fee	768,413.00	456,715.19	10,918.14	17 -	-	466,634.33	61%	292,778.67	1,091.81		46,663.43

BUILDING #3

105	2900	Landscaping	80,000.00	-	-	-	-	-	0%	80,000.00	-	$	-
106	3100	Reinforcing Steel Labor	384,250.00	353,322.50	-	-	-	353,322.50	92%	10,927.50	-	$	33,332.25
107	3100	Reinforcing Steel Material	508,812.50	508,812.50	-	-	-	508,812.50	100%	-	-	$	58,881.25
108	3300	Concrete Footings Footings	248,500.00	248,500.00	-	-	-	248,500.00	100%	-	-	$	24,850.00
109	3300	Concrete Place Footings	200,000.00	200,000.00	-	-	-	200,000.00	100%	-	-	$	20,000.00
110	3300	Concrete Form and Place Lower Walls	300,000.00	300,000.00	-	-	-	300,000.00	100%	-	-	$	30,000.00
111	3300	Concrete Form and Place Lower Columns	85,000.00	85,000.00	-	-	-	85,000.00	100%	-	-	$	8,500.00
112	3300	Concrete Place and Finish Slab on Grade	120,000.00	112,000.00	-	-	-	112,000.00	93%	18,000.00	-	$	11,200.00
113	3300	Concrete Form and Place Mid Deck	450,000.00	450,000.00	-	-	-	450,000.00	100%	-	-	$	45,000.00
114	3300	Concrete Form and Place Mid Walls	300,000.00	300,000.00	-	-	-	300,000.00	100%	-	-	$	30,000.00
115	3300	Concrete Form and Place Mid Columns	85,000.00	85,000.00	-	-	-	85,000.00	100%	-	-	$	8,500.00
116	3300	Concrete Form and Place Upper Deck	602,900.00	583,742.00	-	-	-	583,742.00	96%	8,158.00	-	$	58,374.20
117	3450	Precast Concrete (Budget) 1st floor	25,000.00	12,700.00	-	-	6,350.00	12,700.00	51%	12,300.00	-	$	1,270.00
118	3450	Precast Concrete (Budget) 2nd Floor	25,000.00	12,700.00	-	-	6,350.00	12,700.00	51%	12,300.00	-	$	1,270.00
119	3450	Precast Concrete (Budget) 3rd Floor	25,000.00	12,700.00	-	-	6,350.00	12,700.00	51%	12,300.00	-	$	1,270.00
120	3450	Precast Concrete (Budget) 4th Floor	25,000.00	12,700.00	-	-	6,350.00	12,700.00	51%	12,300.00	-	$	1,270.00
121	4100	Masonry CMU	32,140.00	16,000.00	16,000.00	6 -	-	32,140.00	100%	-	1,606.00	$	3,214.00
122	4100	Masonry Thin Brick Veneer	151,290.00	-	-	-	-	-	0%	151,290.00	-	$	-
123	6415	Granite (Budget)	16,000.00	-	-	-	-	-	0%	16,000.00	-	$	-
124	5100	Steel	2,120,000.00	2,079,225.43	3,667.00	8 -	198,398.80	2,079,225.43	98%	40,774.57	208.70	$	207,922.54
125	6200	Finish Carpentry (Budget)	43,429.00	18,681.33	7,715.39	9 -	1,842.33	27,298.72	63%	16,132.28	771.54	$	2,729.87
126	7510	Fireproofing	34,260.00	34,260.00	-	-	-	34,260.00	100%	-	-	$	3,426.00
127	7200	Insulation	57,280.00	-	-	-	-	-	0%	57,280.00	-	$	-
128	7730	Roofing	242,000.00	185,430.80	-	-	-	185,430.80	76%	53,429.20	-	$	18,543.08
129	7100	Waterproofing	174,480.00	131,691.34	-	-	69,377.13	131,691.34	75%	42,788.66	-	$	13,169.13
130	7240	Stucco	331,100.00	-	19,999.42	10 -	-	19,999.42	6%	312,100.58	1,999.94	$	1,999.94
131	8000	Windows	269,800.00	248,900.00	-	-	248,900.00	248,900.00	92%	20,900.00	-	$	24,890.00
132	8400	Storefront Doors	81,000.00	54,450.00	-	-	-	54,450.00	67%	37,050.00	-	$	5,445.00
133	6200	LGMF and Drywall	302,000.00	170,500.00	60,000.00	12 -	-	250,500.00	83%	51,500.00	6,000.00	$	25,050.00
134	9000	Painting	300,000.00	-	-	-	-	-	0%	300,000.00	-	$	-
135	9000	Painting	85,000.00	-	-	-	-	-	0%	85,000.00	-	$	-
136	14200	Elevators	308,562.00	234,198.32	27,109.84	13 -	177,788.00	261,298.32	87%	45,263.18	2,710.98	$	26,129.83
137	1500	Mechanical Mobilization	3,750.00	3,750.00	-	-	-	3,750.00	100%	-	-	$	375.00
138	1320	Mechanical Submittals	337.50	205.00	-	-	-	205.00	61%	132.50	-	$	20.50
139	1310	Mechanical Current Conditions	532.13	361.94	-	-	-	361.94	68%	170.19	-	$	36.19
140	1780	Mechanical Close-out Documents	300.00	-	-	-	-	-	0%	300.00	-	$	-
141	15020	HVAC Permit	1,200.00	1,200.00	-	-	-	1,200.00	100%	-	-	$	120.00
142	15020	HVAC Pre-Rough-Ups Set Piping	37,450.00	-	14,980.00	15 -	-	14,980.00	40%	22,470.00	1,498.00	$	1,498.00
143	15020	HVAC Equipment - FBO Materials	29,980.00	5,992.00	-	-	-	5,992.00	20%	23,988.00	-	$	599.20
144	15020	HVAC Rough Duct	29,980.00	-	-	-	-	-	0%	29,980.00	-	$	-
145	15020	HVAC Set Equipment	29,980.00	-	-	-	-	-	0%	29,980.00	-	$	-
146	15020	HVAC Set Trim	7,490.00	-	-	-	-	-	0%	7,490.00	-	$	-
147	15020	HVAC FBO - DD Testing	7,490.00	-	-	-	-	-	0%	7,490.00	-	$	-
148	15020	HVAC Start-Up	7,490.00	-	-	-	-	-	0%	7,490.00	-	$	-
149	15010	Plumbing Permit	2,570.00	2,041.30	-	-	-	2,041.30	80%	28.70	-	$	204.13
150	15010	Plumbing Excavation and Backfill	48,902.00	48,902.00	-	-	-	48,902.00	99%	490.82	-	$	4,890.21
151	15010	Plumbing U/G Sanitary Piping	24,690.00	24,601.50	-	-	-	24,601.50	99%	268.50	-	$	2,460.15
152	15010	Plumbing U/G Storm Piping	63,311.00	62,477.89	-	-	-	62,477.89	99%	833.11	-	$	6,247.79
153	15010	Plumbing Pre-Cast Structures	29,678.00	29,661.50	-	-	-	29,661.50	99%	583.50	-	$	2,966.15
154	15010	Plumbing Building Water Service	3,215.00	3,182.85	-	-	-	3,182.85	99%	32.15	-	$	318.29
155	15010	Plumbing Sleeves and Inserts	7,868.00	7,582.40	-	-	-	7,582.40	96%	285.60	-	$	758.24
156	15010	Plumbing A/G Waste & Vent	54,620.00	32,412.00	-	-	-	32,412.00	60%	21,808.00	-	$	3,241.20
157	15010	Plumbing Drains / Carriers	25,827.00	24,535.65	-	-	-	24,535.65	95%	1,291.35	-	$	2,453.57
158	15010	Plumbing A/G Storm Piping	45,659.00	20,548.10	-	-	-	20,548.10	45%	25,111.90	-	$	2,054.81
159	15010	Plumbing A/G Domestic Water	78,768.00	19,691.50	-	-	-	19,691.50	25%	59,074.50	-	$	1,969.15
160	15010	Plumbing Testing	8,164.00	1,632.80	-	-	-	1,632.80	20%	6,531.20	-	$	163.28
161	15010	Plumbing Fixtures	44,632.00	-	-	-	-	-	0%	44,632.00	-	$	-
162	15010	Plumbing Equipment	26,160.00	3,138.20	-	-	523.20	3,138.20	12%	23,020.80	-	$	313.82
163	15010	Plumbing Insulation - Piping - Fire Protection	488,500.00	25,295.34	-	-	24,004.88	25,295.34	5%	461,204.66	-	$	2,529.53

184	16000	Electrical Engineering	18,600.00	-	-	-	-	-	0%	18,600.00	-	$	-
185	16000	Electrical Mobilization	-	-	-	-	-	-	0%	-	-	$	-
146	16000	Electrical Office Trailer/Admin.	14,400.00	3,138.00	1,000.00	-	-	4,138.00	29%	10,261.00	100.00	$	413.80
147	16000	Electrical Prel Engineer, CAD, Assistant	9,000.00	6,513.75	1,560.00	-	-	8,516.75	72%	2,481.25	156.00	$	851.68
188	16000	Electrical Permits	7,800.00	4,375.00	-	-	-	4,375.00	56%	3,425.00	-	$	437.50
189	16000	Electrical Submittals	1,200.00	1,200.00	-	-	-	1,200.00	100%	-	-	$	120.00
170	16000	Electrical Supervision/Planning/Coordination	14,400.00	10,650.00	2,400.00	-	-	13,050.00	91%	1,350.00	240.00	$	1,305.00
171	16000	Electrical Light Fixture Package	65,600.00	58,650.00	-	-	-	58,650.00	90%	6,950.00	-	$	5,865.00
172	16000	Electrical Distribution Package	25,000.00	22,500.00	-	-	-	22,500.00	90%	2,500.00	-	$	2,250.00
173	16000	Low Voltage Systems (FA, CCTV, OA, etc.)	50,000.00	20,000.00	5,000.00	-	-	25,000.00	50%	25,000.00	500.00	$	2,500.00
174	16000	Electrical 2nd Sublevel Garage UG and Deck	200,000.00	190,000.00	-	-	-	190,000.00	95%	10,000.00	-	$	19,000.00
175	16000	Electrical 1st Sublevel Garage UG and Deck	255,000.00	242,500.00	-	-	-	242,500.00	95%	12,500.00	-	$	24,250.00
176	16000	Electrical 1st Floor Rough and Trim	25,000.00	5,000.00	5,000.00	-	-	10,000.00	40%	15,000.00	500.00	$	1,000.00
177	16000	Electrical 2nd Floor Rough and Trim	25,000.00	5,000.00	5,000.00	-	-	10,000.00	40%	15,000.00	500.00	$	1,000.00
178	16000	Electrical 3rd Floor Rough and Trim	25,000.00	5,000.00	5,000.00	-	-	10,000.00	40%	15,000.00	500.00	$	1,000.00
179	16000	Electrical 4th Floor Rough and Trim	25,000.00	5,000.00	5,000.00	-	-	10,000.00	40%	15,000.00	500.00	$	1,000.00
180	16000	Electrical Roof Plan	2,500.00	-	-	-	-	-	0%	2,500.00	-	$	-
181	1000	Contractor Fee	748,413.00	398,031.43	18,444.81	-	-	400,476.24	53%	348,936.56	1,544.48	$	40,047.60
2400 Drilling 22													
182	3000	Landscaping	48,000.00	-	-	-	-	-	0%	48,000.00	-		-
183	3100	Reinforcing Steel Labor	220,000.00	217,800.00	-	-	-	217,800.00	99%	2,200.00	-		21,780.00
184	3100	Reinforcing Steel Material	281,821.00	281,821.00	-	-	-	281,821.00	100%	-	-		28,182.10
185	3300	Concrete Footing Footings	250,000.00	250,000.00	-	-	-	250,000.00	100%	-	-		25,000.00
186	3300	Concrete Pours Footings	250,000.00	250,000.00	-	-	-	250,000.00	100%	-	-		25,000.00
187	3300	Concrete Form and Place Walls	543,746.00	543,746.00	-	-	-	543,746.00	100%	-	-		54,374.60
188	3300	Concrete Form and Place Columns	120,000.00	120,000.00	-	-	-	120,000.00	100%	-	-		12,000.00
189	3300	Concrete Pours Slab on Grade	150,000.00	145,000.00	-	-	-	145,000.00	97%	5,000.00	-		14,500.00
190	3300	Concrete Form and Place Deck	362,477.00	362,477.00	-	-	-	362,477.00	100%	-	-		36,247.70
191	3300	Concrete Pours 2nd Floor	46,300.00	45,837.00	-	-	-	45,837.00	99%	463.00	-		4,583.70
192	3300	Concrete Pours 3rd floor	30,000.00	28,500.00	-	-	-	28,500.00	95%	1,500.00	-		2,850.00
193	3300	Concrete Pours 4th Floor	30,000.00	28,500.00	-	-	-	28,500.00	95%	1,500.00	-		2,850.00
194	3300	Concrete Pours 5th Floor	30,000.00	28,500.00	-	-	-	28,500.00	95%	1,500.00	-		2,850.00
195	3300	Concrete Pours 6th Floor	30,000.00	28,500.00	-	-	-	28,500.00	95%	1,500.00	-		2,850.00
196	3300	Concrete Pours 7th Floor	30,000.00	28,500.00	-	-	-	28,500.00	95%	1,500.00	-		2,850.00
197	3300	Concrete Pours 8th floor	30,000.00	28,500.00	-	-	-	28,500.00	95%	1,500.00	-		2,850.00
198	3300	Concrete Pours 9th floor/Roof	30,000.00	7,000.00	-	-	-	7,000.00	23%	23,000.00	-		700.00
199	4100	Masonry CMU	45,200.00	40,680.00	4,520.00	-	-	45,200.00	100%	-	452.00		4,520.00
200	5415	Grating (Budget)	100,000.00	-	-	-	-	-	0%	100,000.00	-		-
201	5100	Steel	5,698,979.00	5,335,534.35	-	-	617,866.69	5,335,534.35	94%	363,444.65	-		532,653.44
202	5400	Miscellaneous Steel	3,461.00	-	-	-	-	-	0%	3,461.00	-		-
203	5200	Finish Carpentry (Budget)	650,000.00	155,434.18	3,454.50	38,884.00	121,129.19	193,704.29	30%	454,315.71	4,035.61		19,370.43
204	7010	Waterproofing	191,000.00	172,449.00	-	-	-	172,449.00	90%	18,551.00	-		17,244.90
205	7220	Insulation	61,000.00	-	7,502.00	-	-	7,502.00	12%	54,178.00	750.20		750.20
206	7720	Roofing	75,400.00	-	-	-	-	-	0%	75,400.00	-		-
207	7160	Waterproofing	90,443.00	64,122.71	-	-	-	64,122.71	71%	26,320.29	-		6,412.27
208	8000	Glass and Glazing	5,100,000.00	948,672.85	126,000.00	1,794,308.00	691,000.00	2,912,980.85	57%	2,187,119.15	103,420.00		291,298.09
209	9200	LGMP and Drywall	1,620,000.00	799,725.50	52,575.00	-	-	841,400.00	52%	778,600.00	5,257.50		84,140.00
210	9000	Flooring	460,000.00	-	-	-	-	-	0%	460,000.00	-		-
211	9300	Painting	235,000.00	-	-	-	-	-	0%	235,000.00	-		-
212	11000	Appliances (Budget)	112,000.00	-	-	-	-	-	0%	112,000.00	-		-
213	14200	Elevators	687,863.00	329,357.00	-	-	180,258.00	330,357.00	57%	348,648.00	-		33,035.70
214	1000	Mechanical Mobilization	17,500.00	17,500.00	-	-	-	17,500.00	100%	-	-		1,750.00
215	1330	Mechanical Submittals	1,575.00	1,212.57	-	-	-	1,212.57	77%	362.43	-		121.21
216	1310	Mechanical Consent Certificate	2,463.25	2,316.57	-	-	-	2,316.57	93%	146.68	-		231.66
217	1700	Mechanical Close-out Documents	1,400.00	-	-	-	-	-	0%	1,400.00	-		-
		[redacted]											
218	15030	HVAC Permit	10,493.00	10,493.00	-	-	-	10,493.00	100%	-	-		1,049.30
219	15020	HVAC Pre-Rough-Ins Set Piping	4,262.25	3,161.69	638.34	-	-	3,782.03	89%	480.22	63.83		378.20
220	15020	HVAC FAU Materials	3,361.80	3,361.80	-	-	-	3,361.80	100%	-	-		336.18
221	15030	HVAC Rough Duct	3,361.80	3,361.80	-	-	-	3,361.80	100%	-	-		336.18

222	15020	HVAC Condenser Materials	3,381.80	-	3,381.80	15	-	-	3,381.80	100%	-	338.18	338.18
223	15020	HVAC Set Condensers	848.45	-	-	-	-	-	-	0%	848.45	-	-
224	15020	HVAC Set Trim	848.45	-	-	-	-	-	-	0%	848.45	-	-
225	15020	HVAC Start-Up	848.45	-	-	-	-	-	-	0%	848.45	-	-
226	15020	HVAC Pre-Rough-Line Set Piping	14,007.50	10,505.63	2,101.13	15	-	-	12,606.75	90%	1,400.74	210.11	1,260.66
227	15020	HVAC FAU Materials	11,203.00	11,203.00	-	-	-	-	11,203.00	100%	-	-	1,120.30
228	15020	HVAC Rough Duct	11,208.00	11,208.00	-	-	-	-	11,208.00	100%	-	-	1,120.80
229	15020	HVAC Condenser Materials	11,208.00	-	11,208.00	15	-	-	11,208.00	100%	-	1,120.80	1,120.80
230	15020	HVAC Set Condensers	2,801.50	-	-	-	-	-	-	0%	2,801.50	-	-
231	15020	HVAC Set Trim	2,801.50	-	-	-	-	-	-	0%	2,801.50	-	-
232	15020	HVAC Start-Up	2,801.50	-	-	-	-	-	-	0%	2,801.50	-	-
233	15020	HVAC Pre-Rough-Line Set Piping	14,007.50	10,505.63	2,101.13	15	-	-	12,606.75	90%	1,400.74	210.11	1,260.66
234	15020	HVAC FAU Materials	11,203.00	11,203.00	-	-	-	-	11,203.00	100%	-	-	1,120.30
235	15020	HVAC Rough Duct	11,208.00	11,208.00	-	-	-	-	11,208.00	100%	-	-	1,120.80
236	15020	HVAC Condenser Materials	11,208.00	-	11,208.00	15	-	-	11,208.00	100%	-	1,120.80	1,120.80
237	15020	HVAC Set Condensers	2,801.50	-	-	-	-	-	-	0%	2,801.50	-	-
238	15020	HVAC Set Trim	2,801.50	-	-	-	-	-	-	0%	2,801.50	-	-
239	15020	HVAC Start-Up	2,801.50	-	-	-	-	-	-	0%	2,801.50	-	-
240	15020	HVAC Pre-Rough-Line Set Piping	14,007.50	10,505.63	2,101.13	15	-	-	12,606.75	90%	1,400.74	210.11	1,260.66
241	15020	HVAC FAU Materials	11,203.00	11,203.00	-	-	-	-	11,203.00	100%	-	-	1,120.30
242	15020	HVAC Rough Duct	11,208.00	11,208.00	-	-	-	-	11,208.00	100%	-	-	1,120.80
243	15020	HVAC Condenser Materials	11,208.00	-	-	-	-	-	-	0%	11,208.00	-	-
244	15020	HVAC Set Condensers	2,801.50	-	-	-	-	-	-	0%	2,801.50	-	-
245	15020	HVAC Set Trim	2,801.50	-	-	-	-	-	-	0%	2,801.50	-	-
246	15020	HVAC Start-Up	2,801.50	-	-	-	-	-	-	0%	2,801.50	-	-
247	15020	HVAC Pre-Rough-Line Set Piping	14,007.50	10,505.63	2,101.13	15	-	-	12,606.75	90%	1,400.74	210.11	1,260.66
248	15020	HVAC FAU Materials	11,203.00	11,203.00	-	-	-	-	11,203.00	100%	-	-	1,120.30
249	15020	HVAC Rough Duct	11,208.00	11,208.00	-	-	-	-	11,208.00	100%	-	-	1,120.80
250	15020	HVAC Condenser Materials	11,208.00	-	-	-	-	-	-	0%	11,208.00	-	-
251	15020	HVAC Set Condensers	2,801.50	-	-	-	-	-	-	0%	2,801.50	-	-
252	15020	HVAC Set Trim	2,801.50	-	-	-	-	-	-	0%	2,801.50	-	-
253	15020	HVAC Start-Up	2,801.50	-	-	-	-	-	-	0%	2,801.50	-	-
254	15020	HVAC Pre-Rough-Line Set Piping	14,007.50	3,501.88	8,104.38	15	-	-	12,606.75	90%	1,400.74	910.48	1,260.68
255	15020	HVAC FAU Materials	11,203.00	11,203.00	-	-	-	-	11,203.00	100%	-	-	1,120.30
256	15020	HVAC Rough Duct	11,208.00	11,208.00	-	-	-	-	11,208.00	100%	-	-	1,120.80
257	15020	HVAC Condenser Materials	11,208.00	-	-	-	-	-	-	0%	11,208.00	-	-
258	15020	HVAC Set Condensers	2,801.50	-	-	-	-	-	-	0%	2,801.50	-	-
259	15020	HVAC Set Trim	2,801.50	-	-	-	-	-	-	0%	2,801.50	-	-
260	15020	HVAC Start-Up	2,801.50	-	-	-	-	-	-	0%	2,801.50	-	-
261	15020	HVAC Pre-Rough-Line Set Piping	14,007.50	3,501.88	7,003.75	15	-	-	10,505.63	75%	3,501.87	700.38	1,050.56
262	15020	HVAC FAU Materials	11,203.00	11,203.00	-	-	-	-	11,203.00	100%	-	-	1,120.30
263	15020	HVAC Rough Duct	11,208.00	2,801.50	8,404.50	15	-	-	11,206.00	100%	-	840.45	1,120.80
264	15020	HVAC Condenser Materials	11,208.00	-	-	-	-	-	-	0%	11,208.00	-	-
265	15020	HVAC Set Condensers	2,801.50	-	-	-	-	-	-	0%	2,801.50	-	-
266	15020	HVAC Set Trim	2,801.50	-	-	-	-	-	-	0%	2,801.50	-	-
267	15020	HVAC Start-Up	2,801.50	-	-	-	-	-	-	0%	2,801.50	-	-
268	15020	HVAC Pre-Rough-Line Set Piping	14,007.50	3,501.88	7,003.75	15	-	-	10,505.63	75%	3,501.87	700.38	1,050.56
269	15020	HVAC FAU Materials	11,203.00	11,203.00	-	-	-	-	11,203.00	100%	-	-	1,120.30
270	15020	HVAC Rough Duct	11,208.00	-	5,603.00	15	-	-	5,603.00	50%	5,603.00	560.30	560.30
271	15020	HVAC Condenser Materials	11,208.00	-	-	-	-	-	-	0%	11,208.00	-	-
272	15020	HVAC Set Condensers	2,801.50	-	-	-	-	-	-	0%	2,801.50	-	-
273	15020	HVAC Set Trim	2,801.50	-	-	-	-	-	-	0%	2,801.50	-	-
274	15020	HVAC Start-Up	2,801.50	-	-	-	-	-	-	0%	2,801.50	-	-

275	15020	HVAC Pre-Rough-Ups Set Piping	4,222.25	1,030.56	2,191.13	15	-	-	3,191.69	75%	1,032.56	219.11	318.17
276	15020	HVAC FAU Materials	3,381.60	3,381.60	-		-	-	3,381.60	100%	-	-	338.16
277	15020	HVAC Rough Duct	3,381.60	-	840.45	15	-	-	840.45	25%	2,541.15	84.05	84.05
278	15020	HVAC Condenser Materials	3,381.60	-	-		-	-	-	0%	3,381.60	-	-
279	15020	HVAC Set Condensers	840.45	-	-		-	-	-	0%	840.45	-	-
280	15020	HVAC Set Trim	840.45	-	-		-	-	-	0%	840.45	-	-
281	15020	HVAC Start-Up	840.45	-	-		-	-	-	0%	840.45	-	-
282	15020	HVAC Pre-Rough-Ups Set Piping	191,250.00	53,167.50	48,023.50	15	-	-	191,250.00	100%	-	5,805.25	19,125.00
283	15020	HVAC FAU Materials	121,000.00	121,000.00	-		-	-	121,000.00	100%	-	-	12,100.00
284	15020	HVAC Rough Duct	121,000.00	60,500.00	48,400.00	15	-	-	108,900.00	90%	12,100.00	4,840.00	10,890.00
285	15020	HVAC Condenser Materials	121,000.00	30,250.00	-		-	-	30,250.00	25%	90,750.00	-	3,025.00
286	15020	HVAC Set Condensers	30,250.00	-	-		-	-	-	0%	30,250.00	-	-
287	15020	HVAC Set Trim	30,250.00	-	-		-	-	-	0%	30,250.00	-	-
288	15020	HVAC Start-Up	30,250.00	-	-		-	-	-	0%	30,250.00	-	-
289	15010	Plumbing Permit	10,173.00	9,969.54	-		-	-	9,969.54	98%	203.46	-	996.95
290	15010	Plumbing Excavation and Backfill	53,200.00	52,136.00	-		-	-	52,136.00	98%	1,064.00	-	5,213.60
291	15010	Plumbing UG Sanitary Piping	32,207.00	31,562.86	-		-	-	31,562.86	98%	644.14	-	3,156.29
292	15010	Plumbing UG Storm Piping	37,278.00	36,528.48	-		-	-	36,528.48	98%	747.52	-	3,652.85
293	15010	Plumbing Pre-Cast Structures	13,524.00	13,253.52	-		-	-	13,253.52	98%	270.48	-	1,325.35
294	15010	Plumbing Building Water Service - Fire Protection	129,571.00	74,461.46	-		-	78,206.00	74,461.46	58%	54,109.54	-	7,446.15
295	15010	Plumbing A/G Waste & Vent	43,730.00	38,357.00	-		-	-	38,357.00	90%	4,373.00	-	3,835.70
296	15010	Plumbing Drains / Carriers	6,207.00	5,686.83	-		-	-	5,686.83	92%	310.36	-	568.67
297	15010	Plumbing Sleeves and Inserts	3,707.00	3,632.86	-		-	-	3,632.86	98%	74.14	-	363.29
298	15010	Plumbing A/G Storm Piping	5,287.00	4,228.80	528.70	14	-	-	4,758.20	90%	528.70	52.87	475.83
299	15010	Plumbing A/G Domestic Water	65,999.00	46,199.30	13,199.80		-	-	59,399.10	90%	6,599.90	1,319.98	5,939.91
300	15010	Plumbing A/G Gas Piping	12,029.00	8,814.80	2,403.80	14	-	-	8,438.30	70%	3,590.70	240.38	842.83
301	15010	Plumbing Tubs & Hook-ups	10,984.00	1,098.40	-		-	-	1,098.40	10%	9,885.60	-	109.84
302	15010	Plumbing Fixtures	18,118.00	1,811.80	-		-	-	1,811.80	10%	17,306.20	-	181.18
303	15010	Plumbing Equipment	11,672.00	2,334.40	1,167.20	14	-	-	3,501.60	30%	8,170.40	116.72	350.16
304	15010	Plumbing Condensate Piping	5,107.00	1,021.40	-		-	-	1,021.40	20%	4,085.60	-	102.14
305	15010	Plumbing Testing	3,969.00	987.00	-		-	-	987.00	25%	2,981.00	-	98.70
306	15010	Plumbing Identification	750.00	-	-		-	-	-	0%	750.00	-	-
307	15010	Plumbing Insulation - Piping - Fire Protection	47,103.00	9,420.60	1,126.70	14	-	-	9,420.60	20%	37,682.40	113.07	942.06
308	15010	Plumbing A/G Waste & Vent	43,730.00	34,984.00	4,373.00	14	-	-	39,357.00	90%	4,373.00	437.30	3,935.70
309	15010	Plumbing Drains / Carriers	6,207.00	4,966.60	620.70		-	-	5,587.30	90%	620.70	62.07	558.63
310	15010	Plumbing Sleeves and Inserts	3,707.00	3,336.30	185.35		-	-	3,521.65	95%	185.35	18.54	352.17
311	15010	Plumbing A/G Storm Piping	5,287.00	1,850.45	1,056.10		-	-	2,906.55	55%	2,380.45	189.81	343.09
312	15010	Plumbing A/G Domestic Water	65,999.00	39,599.40	13,199.80		-	-	52,799.20	80%	13,199.80	1,319.98	5,279.92
313	15010	Plumbing A/G Gas Piping	12,029.00	4,811.60	2,403.80		-	-	7,215.40	60%	4,811.60	240.38	721.74
314	15010	Plumbing Tubs & Hook-ups	10,984.00	4,273.60	-		-	-	4,273.60	40%	6,710.40	-	427.36
315	15010	Plumbing Fixtures	18,118.00	1,811.80	-		-	-	1,811.80	10%	17,306.20	-	181.18
316	15010	Plumbing Equipment	11,672.00	1,167.20	-		-	-	1,167.20	10%	10,504.80	-	116.72
317	15010	Plumbing Condensate Piping	5,107.00	1,021.40	510.70		-	-	1,532.10	30%	3,574.90	51.07	153.21
318	15010	Plumbing Testing	3,969.00	773.80	1,160.40	14	-	-	1,934.00	50%	1,934.00	116.04	193.40
319	15010	Plumbing Identification	750.00	-	-		-	-	-	0%	750.00	-	-
320	15010	Plumbing Insulation - Piping - Fire Protection	47,103.00	8,298.80	-		-	-	8,298.80	18%	38,804.20	-	829.88
321	15010	Plumbing A/G Waste & Vent	43,730.00	34,984.00	4,373.00	14	-	-	39,357.00	90%	4,373.00	437.30	3,935.70
322	15010	Plumbing Drains / Carriers	6,207.00	4,966.60	620.70		-	-	5,587.30	90%	620.70	62.07	558.63
323	15010	Plumbing Sleeves and Inserts	3,707.00	3,336.30	185.35		-	-	3,521.65	95%	185.35	18.54	352.17
324	15010	Plumbing A/G Storm Piping	5,287.00	2,114.80	2,114.80		-	-	4,229.60	80%	1,057.40	211.48	422.96
325	15010	Plumbing A/G Domestic Water	65,999.00	39,599.40	13,199.80		-	-	52,799.20	80%	13,199.80	1,319.98	5,279.92
326	15010	Plumbing A/G Gas Piping	12,029.00	3,608.70	3,608.70	14	-	-	7,217.40	60%	4,811.60	360.87	721.74
327	15010	Plumbing Tubs & Hook-ups	10,984.00	2,196.80	-		-	-	2,196.80	20%	8,787.20	-	219.68
328	15010	Plumbing Fixtures	18,118.00	1,811.80	-		-	-	1,811.80	10%	17,306.20	-	181.18

329	15010	Plumbing Equipment	11,872.00	1,187.20	-	-	-	1,187.20	10%	10,504.80	-	118.72
330	15010	Plumbing Condensate Piping	5,107.00	1,021.40	-	-	-	1,021.40	20%	4,085.60	-	102.14
331	15010	Plumbing Testing	3,898.00	773.60	1,160.40	-	-	1,934.00	50%	1,934.00	116.04	193.40
332	15010	Plumbing Identification	750.00	-	-	-	-	-	0%	750.00	-	-
333	15010	Plumbing Insulation - Piping - Fire Protection	47,103.00	9,296.80	1,130.70	-	-	8,429.80	20%	37,673.50	113.07	842.98
334	15010	Plumbing A/G Waste & Vent	43,730.00	20,811.00	4,373.00	-	-	24,984.00	60%	8,746.00	437.30	2,498.40
335	15010	Plumbing Drains / Cleanouts	8,207.00	3,103.50	1,862.10	-	-	4,965.60	60%	3,241.40	186.21	496.56
336	15010	Plumbing Sleeves and Inserts	3,707.00	3,336.30	185.35	-	-	3,521.65	95%	185.35	18.54	352.17
337	15010	Plumbing A/G Storm Piping	8,287.00	2,114.80	1,057.40	-	-	3,172.20	40%	5,114.80	105.74	317.22
338	15010	Plumbing A/G Domestic Water	65,999.00	32,999.50	13,199.80	-	-	46,199.30	70%	19,799.70	1,319.98	4,619.93
339	15010	Plumbing A/G Gas Piping	12,029.00	8,014.50	2,405.80	-	-	8,420.30	70%	3,608.70	240.58	842.03
340	15010	Plumbing Tube & Hook-ups	10,694.00	1,069.40	-	-	-	1,069.40	10%	9,625.60	-	106.94
341	15010	Plumbing Fixtures	19,118.00	1,911.80	-	-	-	1,911.80	10%	17,206.20	-	191.18
342	15010	Plumbing Equipment	11,872.00	1,187.20	-	-	-	1,187.20	10%	10,504.80	-	118.72
343	15010	Plumbing Condensate Piping	5,107.00	1,021.40	-	-	-	1,021.40	20%	4,085.60	-	102.14
344	15010	Plumbing Testing	3,868.00	773.60	1,160.40	-	-	1,934.00	50%	1,934.00	116.04	193.40
345	15010	Plumbing Identification	750.00	-	-	-	-	-	0%	750.00	-	-
346	15010	Plumbing Insulation - Piping - Fire Protection	47,103.00	8,296.80	1,130.70	-	-	9,428.80	20%	37,673.50	113.07	842.98
347	15010	Plumbing A/G Waste & Vent	43,730.00	13,118.00	8,746.00	-	-	21,865.00	50%	21,865.00	874.60	2,186.50
348	15010	Plumbing Drains / Cleanouts	8,207.00	4,965.60	620.70	-	-	5,586.30	60%	2,620.70	62.07	558.63
349	15010	Plumbing Sleeves and Inserts	3,707.00	3,336.30	185.35	-	-	3,521.65	95%	185.35	18.54	352.17
350	15010	Plumbing A/G Storm Piping	8,287.00	1,321.75	1,058.10	-	-	2,379.85	29%	5,907.15	158.81	237.98
351	15010	Plumbing A/G Domestic Water	65,999.00	16,499.70	19,799.70	-	-	36,299.40	55%	29,699.60	1,979.97	3,629.93
352	15010	Plumbing A/G Gas Piping	12,029.00	2,405.80	3,608.70	-	-	6,014.50	50%	6,014.50	360.87	601.45
353	15010	Plumbing Tube & Hook-ups	10,694.00	1,069.40	-	-	-	1,069.40	10%	9,625.60	-	106.94
354	15010	Plumbing Fixtures	19,118.00	955.90	-	-	-	955.90	5%	18,162.10	-	95.59
355	15010	Plumbing Equipment	11,872.00	1,187.20	-	-	-	1,187.20	10%	10,504.80	-	118.72
356	15010	Plumbing Condensate Piping	5,107.00	1,021.40	-	-	-	1,021.40	20%	4,085.60	-	102.14
357	15010	Plumbing Testing	3,868.00	386.80	1,547.20	-	-	1,934.00	50%	1,934.00	154.72	193.40
358	15010	Plumbing Identification	750.00	-	-	-	-	-	0%	750.00	-	-
359	15010	Plumbing Insulation - Piping - Fire Protection	47,103.00	753.60	1,130.70	-	-	1,884.30	4%	46,218.50	113.07	188.43
360	15010	Plumbing A/G Waste & Vent	43,730.00	4,373.00	8,746.00	-	-	13,119.00	30%	30,611.00	874.60	1,311.90
361	15010	Plumbing Drains / Cleanouts	8,207.00	3,724.20	1,241.40	-	-	4,965.60	60%	3,241.40	124.14	496.56
362	15010	Plumbing Sleeves and Inserts	3,707.00	2,964.60	370.70	-	-	3,335.30	90%	370.70	37.07	333.53
363	15010	Plumbing A/G Storm Piping	8,287.00	528.70	1,586.10	-	-	2,114.80	40%	6,172.20	158.61	211.48
364	15010	Plumbing A/G Domestic Water	65,999.00	13,199.80	19,799.70	-	-	32,999.50	50%	32,999.50	1,979.97	3,299.95
365	15010	Plumbing A/G Gas Piping	12,029.00	-	3,608.70	-	-	3,608.70	30%	8,420.30	360.87	360.87
366	15010	Plumbing Tube & Hook-ups	10,694.00	-	-	-	-	-	0%	10,694.00	-	-
367	15010	Plumbing Fixtures	19,118.00	-	-	-	-	-	0%	19,118.00	-	-
368	15010	Plumbing Equipment	11,872.00	-	-	-	-	-	0%	11,872.00	-	-
369	15010	Plumbing Condensate Piping	5,107.00	-	-	-	-	-	0%	5,107.00	-	-
370	15010	Plumbing Testing	3,868.00	-	386.80	-	-	386.80	10%	3,481.20	38.68	38.68
371	15010	Plumbing Identification	750.00	-	-	-	-	-	0%	750.00	-	-
372	15010	Plumbing Insulation - Piping - Fire Protection	47,103.00	-	376.80	-	-	376.80	1%	46,726.10	37.68	37.68
373	15010	Plumbing A/G Waste & Vent	43,730.00	-	4,373.00	-	-	4,373.00	10%	39,357.00	437.30	437.30
374	15010	Plumbing Drains / Cleanouts	8,207.00	-	1,862.10	-	-	1,862.10	30%	6,344.90	186.21	186.21
375	15010	Plumbing Sleeves and Inserts	3,707.00	2,964.60	370.70	-	-	3,335.30	90%	370.70	37.07	333.53
376	15010	Plumbing A/G Storm Piping	8,287.00	-	528.70	-	-	528.70	10%	7,758.30	52.87	52.87
377	15010	Plumbing A/G Domestic Water	65,999.00	-	6,599.90	-	-	6,599.90	10%	59,399.10	659.99	659.99
378	15010	Plumbing A/G Gas Piping	12,029.00	-	1,202.90	-	-	1,202.90	10%	10,826.10	120.29	120.29
379	15010	Plumbing Tube & Hook-ups	10,694.00	-	-	-	-	-	0%	10,694.00	-	-
380	15010	Plumbing Fixtures	19,118.00	-	-	-	-	-	0%	19,118.00	-	-
381	15010	Plumbing Equipment	11,872.00	-	-	-	-	-	0%	11,872.00	-	-
382	15010	Plumbing Condensate Piping	5,107.00	-	-	-	-	-	0%	5,107.00	-	-
383	15010	Plumbing Testing	3,868.00	-	386.80	-	-	386.80	10%	3,481.20	38.68	38.68
384	15010	Plumbing Identification	750.00	-	-	-	-	-	0%	750.00	-	-
385	15010	Plumbing Insulation - Piping - Fire Protection	47,103.00	-	376.80	-	-	376.80	1%	46,726.10	37.68	37.68

386	15010	Plumbing A/G Waste & Vent	43,739.00	-	-	-	-	-	0%	43,739.00	-	-
387	15010	Plumbing Drains / Cleanos	6,207.00	-	-	-	-	-	0%	6,207.00	-	-
388	15010	Plumbing Sleeves and Inserts	3,707.00	-	-	-	-	-	0%	3,707.00	-	-
389	15010	Plumbing A/G Storm Piping	5,287.00	-	-	-	-	-	0%	5,287.00	-	-
390	15010	Plumbing A/G Domestic Water	65,999.00	-	-	-	-	-	0%	65,999.00	-	-
391	15010	Plumbing A/G Gas Piping	12,629.00	-	-	-	-	-	0%	12,629.00	-	-
392	15010	Plumbing Tube & Hook-ups	10,884.00	-	-	-	-	-	0%	10,884.00	-	-
393	15010	Plumbing Fixtures	19,119.00	-	-	-	-	-	0%	19,119.00	-	-
394	15010	Plumbing Equipment	11,672.00	-	-	-	-	-	0%	11,672.00	-	-
395	15010	Plumbing Condensate Piping	6,107.00	-	-	-	-	-	0%	6,107.00	-	-
396	15010	Plumbing Testing	3,868.00	-	-	-	-	-	0%	3,868.00	-	-
397	15010	Plumbing Identification	750.00	-	-	-	-	-	0%	750.00	-	-
398	15010	Plumbing Insulation - Piping - Fire Protection	47,103.00	-	-	-	-	-	0%	47,103.00	-	-
					-							
399	15010	Plumbing A/G Waste & Vent	43,739.00	-	-	-	-	-	0%	43,739.00	-	-
400	15010	Plumbing Drains / Cleanos	6,207.00	-	-	-	-	-	0%	6,207.00	-	-
401	15010	Plumbing Sleeves and Inserts	3,707.00	-	-	-	-	-	0%	3,707.00	-	-
402	15010	Plumbing A/G Storm Piping	5,287.00	-	-	-	-	-	0%	5,287.00	-	-
403	15010	Plumbing A/G Domestic Water	65,999.00	-	-	-	-	-	0%	65,999.00	-	-
404	15010	Plumbing A/G Gas Piping	12,629.00	-	-	-	-	-	0%	12,629.00	-	-
405	15010	Plumbing Tube & Hook-ups	10,884.00	-	-	-	-	-	0%	10,884.00	-	-
406	15010	Plumbing Fixtures	19,119.00	-	-	-	-	-	0%	19,119.00	-	-
407	15010	Plumbing Equipment	11,672.00	-	-	-	-	-	0%	11,672.00	-	-
408	15010	Plumbing Condensate Piping	6,107.00	-	-	-	-	-	0%	6,107.00	-	-
409	15010	Plumbing Testing	3,868.00	-	-	-	-	-	0%	3,868.00	-	-
410	15010	Plumbing Identification	750.00	-	-	-	-	-	0%	750.00	-	-
411	15010	Plumbing Insulation - Piping - Fire Protection	47,103.00	-	-	-	-	-	0%	47,103.00	-	-
412	16000	Electrical Engineering	52,700.00	39,506.40	-	-	-	39,506.40	75%	13,193.60	-	3,950.64
413	16000	Electrical Mobilization	29,325.00	29,325.00	-	-	-	29,325.00	100%	-	-	2,932.50
414	16000	Electrical Office Trailer/Rents.	40,820.00	19,916.00	1,000.00	-	-	19,916.00	48%	22,904.00	100.00	1,991.60
415	16000	Electrical Prel Engineer, CAD, Proj Assistant	29,500.00	29,957.50	1,500.00	-	-	29,957.50	101%	(457.50)	150.00	2,995.75
416	16000	Electrical Permits	22,108.00	17,388.00	-	-	-	17,388.00	79%	4,720.00	-	1,739.00
417	16000	Electrical Schedule	3,400.00	3,400.00	-	-	-	3,400.00	100%	-	-	340.00
418	16000	Electrical Supervision/Planning/Coordination	40,800.00	36,720.00	2,400.00	-	-	36,720.00	77%	1,800.00	240.00	3,672.00
419	16000	Electrical Light Fixture Package	141,000.00	92,250.00	-	-	-	92,250.00	65%	48,750.00	-	9,225.00
420	16000	Electrical Distribution Package	229,500.00	164,025.00	34,000.00	-	38,000.00	162,025.00	69%	33,000.00	3,400.00	16,202.50
421	16000	Electrical Low Voltage Systems (FA, CCTV, CA, etc.)	60,000.00	23,872.00	10,000.00	-	-	23,872.00	54%	16,128.00	1,000.00	3,387.20
422	16000	Electrical Generator	100,000.00	95,000.00	-	-	-	95,000.00	95%	5,000.00	-	9,500.00
423	16000	Electrical Underslab Bench Conduit & Wire	68,000.00	64,600.00	-	-	-	64,600.00	95%	3,400.00	-	6,450.00
424	16000	Electrical Garage & 1st floor dock cards/Rules	330,000.00	313,500.00	-	-	-	313,500.00	95%	16,500.00	-	31,350.00
425	16000	Electrical 1st Floor Rough Walls/Ceilings	95,000.00	47,750.00	-	-	-	47,750.00	50%	47,750.00	-	4,775.00
426	16000	Electrical 1st Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
427	16000	Electrical 2nd Floor Rough Walls/Ceilings	95,500.00	76,750.00	4,500.00	-	900.00	81,250.00	85%	14,250.00	450.00	8,125.00
428	16000	Electrical 2nd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
429	16000	Electrical 3rd Floor Rough Walls/Ceilings	95,500.00	76,750.00	4,500.00	-	1,800.00	81,250.00	85%	14,250.00	450.00	8,125.00
430	16000	Electrical 3rd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
431	16000	Electrical 4th Floor Rough Walls/Ceilings	95,500.00	66,500.00	14,400.00	-	1,800.00	81,250.00	85%	14,250.00	1,440.00	8,125.00
432	16000	Electrical 4th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
433	16000	Electrical 5th Floor Rough Walls/Ceilings	95,500.00	47,750.00	33,500.00	-	11,000.00	81,250.00	85%	14,250.00	3,350.00	8,125.00
434	16000	Electrical 5th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
435	16000	Electrical 6th Floor Rough Walls/Ceilings	95,500.00	47,750.00	-	-	11,000.00	47,750.00	50%	47,750.00	-	4,775.00
436	16000	Electrical 6th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
437	16000	Electrical 7th Floor Rough Walls/Ceilings	95,500.00	47,750.00	-	-	11,000.00	47,750.00	50%	47,750.00	-	4,775.00
438	16000	Electrical 7th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
439	16000	Electrical 8th Floor Rough Walls/Ceilings	95,500.00	26,000.00	14,750.00	-	11,000.00	47,750.00	50%	47,750.00	1,475.00	4,775.00
440	16000	Electrical 8th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
441	16000	Electrical 9th Floor Rough Walls/Ceilings	95,500.00	29,000.00	14,750.00	-	20,000.00	47,750.00	50%	47,750.00	1,475.00	4,775.00
442	16000	Electrical 9th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
443	1000	Contractor Fee	1,398,747.00	698,432.31	98,880.15	-	-	716,222.46	46%	682,724.54	5,859.02	71,602.25

444	2900	Landscaping	50,000.00	-	-	-	-	-	0%	50,000.00	-	-
445	5100	Painting Steel Labor	210,000.00	209,881.50	-	-	-	209,881.50	100%	136.50	-	20,986.05
446	5100	Painting Steel Material	419,122.75	369,122.75	-	-	-	369,122.75	88%	50,000.00	-	36,912.39
447	3300	Concrete Baseplate Pedings	127,500.00	127,500.00		-	-	127,500.00	100%	-	-	12,750.00
448	3300	Concrete Place footings	160,000.00	160,000.00		-	-	160,000.00	100%	-	-	16,000.00
449	3300	Concrete Form and Place Walls	300,000.00	300,000.00		-	-	300,000.00	100%	-	-	30,000.00
450	3300	Concrete Form and Place Columns	90,000.00	90,000.00		-	-	90,000.00	100%	-	-	9,000.00
451	3300	Concrete Place Slab on Grade	160,000.00	156,800.00		-	-	156,800.00	98%	3,200.00	-	15,680.00
452	3300	Concrete Form and Place Deck	360,000.00	360,000.00		-	-	360,000.00	100%	-	-	36,000.00
453	3300	Lt. Weight concrete (Budget)	148,862.50	20,800.00			-	20,800.00	14%	128,062.50	-	2,080.00
454	3450	Precast Concrete 1st Floor (Budget)	100,000.00	51,862.50		-	25,931.25	51,862.50	52%	48,137.50	-	5,186.25
455	3450	Precast Concrete 2nd Floor (Budget)	100,000.00	51,862.50		-	25,931.25	51,862.50	52%	48,137.50	-	5,186.25
456	3450	Precast Concrete 3rd Floor (Budget)	100,000.00	51,862.50			25,931.25	51,862.50	52%	48,137.50	-	5,186.25
457	3450	Precast Concrete 4th Floor (Budget)	100,000.00	51,862.50			25,931.25	51,862.50	52%	48,137.50	-	5,186.25
458	4100	Masonry CMU	248,300.00	248,300.00		-	-	248,300.00	100%	-	-	24,830.00
459	4100	Masonry Thin Brick Veneer	316,700.00	-		-		-	0%	316,700.00	-	
460	5415	Grating / Mesh / Shower Pans	100,000.00	3,140.00		-	-	3,140.00	3%	96,860.00	-	314.00
461	5100	Miscellaneous Steel	91,000.00	18,868.00		-	-	18,868.00	21%	72,132.00	-	1,886.80
462	6100	Wood Framing - 1st Level / Labor, Equipt.	198,015.00	198,015.00	-	-	-	198,015.00	100%	-	-	19,801.50
463	6100	Wood Framing - 1st Level / Lumber, Hardware	245,918.00	245,918.00		-	-	245,918.00	100%	-	-	24,591.80
464	6100	Wood Framing - 2nd Level / Labor, Equipt.	177,141.00	177,141.00		-	-	177,141.00	100%	-	-	17,714.10
465	6100	Wood Framing - 2nd Level / Lumber, Hardware	229,547.00	229,547.00		-	-	229,547.00	100%	-	-	22,954.70
466	6100	Wood Framing - 3rd Level / Labor, Equipt.	177,141.00	177,138.00	-	-	-	177,138.00	100%	3.00	-	17,713.80
467	6100	Wood Framing - 3rd Level / Lumber, Hardware	228,038.00	228,038.00	-	-	-	228,038.00	100%	-	-	22,803.80
468	6100	Wood Framing - 4th Level / Labor, Equipt.	162,032.00	162,032.00	-	-	-	162,032.00	100%	-	-	16,203.20
469	6100	Wood Framing - 4th Level / Lumber, Hardware	146,841.00	146,841.00	-		-	146,841.00	100%		-	14,684.10
470	6100	Wood Framing - Roof Level / Labor, Equipt.	61,848.00	61,848.00	-	-	-	61,848.00	100%	-	-	6,184.80
471	6100	Wood Framing - Roof Level / Lumber, Trusses	179,590.00	179,590.00	-	-	-	179,590.00	100%	-	-	17,959.00
472	6200	Finish Carpentry (Budget)	581,371.00	243,418.81	2,458.84	8 9,537.40 / 8	173,883.35	230,164.75	43%	331,008.25	814.59	20,086.48
473	7220	Insulation - Fire Caulking	91,800.00	73,440.00	18,360.00	9 -	-	91,800.00	100%	-	1,836.00	9,180.00
474	7221	Roofing	167,729.00	153,003.86	-	-	-	153,003.86	87%	4,732.14	-	15,300.39
475	7100	Waterproofing	58,476.00	46,188.73	-	10 -	-	46,188.73	79%	12,287.27	-	4,618.87
476	7240	Stucco	395,700.00	156,620.00	117,468.00	10 -	-	274,088.00	69%	122,612.00	11,746.80	27,408.80
477	8580	Windows	354,008.00	238,172.00	-	12 -	-	238,172.00	94%	15,836.00	-	23,817.20
478	8220	Drywall -Complete	1,034,050.00	804,000.00	130,000.00	12 -	-	734,000.00	78%	320,050.00	13,000.00	73,400.00
479	9900	Painting	300,000.00	-	-		-	-	0%	300,000.00	-	-
480	9900	Paving	353,116.50	-	-	-	-	-	0%	353,116.50	-	-
481	11000	Appliances(Budget)	112,000.00	-	-	-	-	-	0%	112,000.00	-	-
482	14200	Elevators	274,928.00	182,358.00	-	-	182,358.00	182,358.00	70%	92,570.00	-	18,235.80
483	1500	Mechanical Mobilization	12,000.00	12,000.00	-	-	-	12,000.00	99%	800.00	-	1,200.00
484	1330	Mechanical Submittals	1,125.00	1,125.00	-	-	-	1,125.00	100%	-	-	112.50
485	1310	Mechanical General Conditions	1,773.75	1,208.15	-	-	-	1,208.15	68%	565.60	-	120.82
486	1790	Mechanical Close-out Documents	1,000.00	-	-	-	-	-	0%	1,000.00	-	-
487	15020	HVAC Permit	5,250.00	5,250.00	-	-	-	5,250.00	100%	-	-	525.00
488	15030	HVAC Pre-Rough-Ins Set Piping	24,618.40	24,618.40	-	-	-	24,618.40	100%	-	-	2,461.84
489	15020	HVAC FAU Materials	19,894.72	19,894.72	-	-	-	19,894.72	100%	-	-	1,989.47
490	15020	HVAC Rough Out	19,894.72	19,894.72	-	-	-	19,894.72	100%	-	-	1,989.47
491	15020	HVAC Condenser Materials	19,894.72	19,894.72	-	-	19,894.72	19,894.72	100%	-	-	1,989.47
492	15020	HVAC Set Condensers	4,923.88	4,923.88	-	-	-	4,923.88	100%	-	-	492.37
493	15020	HVAC Set Trim	4,923.88	-	-	-	-	-	0%	4,923.88	-	-
494	15020	HVAC Start-Up	4,923.88	-	-	-	-	-	0%	4,923.88	-	-
495	15020	HVAC Pre-Rough-Ins Set Piping	24,618.40	24,618.40	-	-	-	24,618.40	100%	-	-	2,461.84
496	15020	HVAC FAU Materials	19,894.72	19,894.72	-	-	-	19,894.72	100%	-	-	1,989.47
497	15020	HVAC Rough Out	19,894.72	19,894.72	-	-	-	19,894.72	100%	-	-	1,989.47
498	15020	HVAC Condenser Materials	19,894.72	19,894.72	-	-	19,894.72	19,894.72	100%	-	-	1,989.47
499	15020	HVAC Set Condensers	4,923.88	4,923.88	-	-	-	4,923.88	100%	-	-	492.37
500	15020	HVAC Set Trim	4,923.88	-	-	-	-	-	0%	4,923.88	-	-
501	15020	HVAC Start-Up	4,923.88	-	-	-	-	-	0%	4,923.88	-	-

BUILDING (B) Continued...

		[redacted]										
502	15020	HVAC Pre-Rough-Line Set Piping	24,818.40	24,818.40	-	-	-	24,818.40	100%	-	-	2,481.84
503	15020	HVAC FAU Materials	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
504	15020	HVAC Rough Duct	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
505	15020	HVAC Condenser Materials	19,694.72	19,694.72	-	-	19,694.72	19,694.72	100%	-	-	1,969.47
506	15020	HVAC Set Condensers	4,923.68	4,923.68	-	-	-	4,923.68	100%	-	-	492.37
507	15020	HVAC Set Trim	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
508	15020	HVAC Start-Up	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
		[redacted]										
509	15020	HVAC Pre-Rough-Line Set Piping	24,818.40	24,818.40	-	-	-	24,818.40	100%	-	-	2,481.84
510	15020	HVAC FAU Materials	19,694.72	19,694.72	-	16	-	19,694.72	100%	-	-	1,969.47
511	15020	HVAC Rough Duct	19,694.72	-	4,923.68	16	-	4,923.68	25%	14,771.04	492.37	492.37
512	15020	HVAC Condenser Materials	19,694.72	19,694.72	-	16	19,694.72	19,694.72	100%	-	-	1,969.47
513	15020	HVAC Set Condensers	4,923.68	-	4,923.68	16	-	4,923.68	100%	-	492.37	492.37
514	15020	HVAC Set Trim	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
515	15020	HVAC Start-Up	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
		[redacted]										
516	15020	HVAC Pre-Rough-Line Set Piping	31,688.87	-	31,688.87	16	-	31,688.87	100%	-	3,168.89	3,168.89
517	15020	HVAC FAU Materials	25,351.13	25,351.13	-	16	-	25,351.13	100%	-	-	2,535.11
518	15020	HVAC Rough Duct	25,351.13	-	19,013.35	16	-	19,013.35	75%	6,337.78	1,901.34	1,901.34
519	15020	HVAC Condenser Materials	25,351.13	-	-	-	-	-	0%	25,351.13	-	-
520	15020	HVAC Set Condensers	6,337.78	-	-	-	-	-	0%	6,337.78	-	-
521	15020	HVAC Set Trim	6,337.78	-	-	-	-	-	0%	6,337.78	-	-
522	15020	HVAC Start-Up	6,337.78	-	-	-	-	-	0%	6,337.78	-	-
		[redacted]										
523	15010	Plumbing Permit	8,335.00	8,384.30	-	-	-	8,384.30	99%	170.70	-	838.43
524	15010	Plumbing Excavation and Backfill	62,400.00	61,152.00	-	-	-	61,152.00	98%	1,248.00	-	6,115.20
525	15010	Plumbing U/G Sanitary Piping	23,631.00	28,416.30	-	-	-	28,416.30	98%	578.70	-	2,841.63
526	15010	Plumbing U/G Storm Piping	8,285.00	8,158.30	-	-	-	8,158.30	98%	126.70	-	815.83
527	15010	Plumbing Pre-Cast Structure - Preparation	84,128.00	8,945.44	-	-	-	8,945.44	11%	75,182.56	-	894.54
		[redacted]										
528	15010	Plumbing A/G Waste & Vent	73,083.00	71,631.14	-	-	-	71,631.14	98%	1,451.86	-	7,163.11
529	15010	Plumbing Drains / Cleanouts	7,232.50	7,087.87	-	-	-	7,087.87	98%	144.63	-	708.79
530	15010	Plumbing Sleeves and Inserts	55,961.00	54,843.74	-	-	-	54,843.74	98%	1,118.26	-	5,484.37
531	15010	Plumbing A/G Storm Piping	16,476.00	16,108.48	-	-	-	16,108.48	98%	368.52	-	1,610.85
532	15010	Plumbing A/G Domestic Water	79,331.00	77,744.38	-	-	-	77,744.38	98%	1,586.62	-	7,774.44
533	15010	Plumbing A/G Gas Piping	31,071.00	30,449.58	-	-	-	30,449.58	98%	621.42	-	3,044.96
534	15010	Plumbing Tube & Hook-ups	37,040.00	36,168.00	-	-	-	36,168.00	98%	1,872.00	-	3,318.80
535	15010	Plumbing Fixtures	68,513.00	13,878.25	13,878.25	14	-	27,756.50	50%	40,756.50	1,387.83	2,775.65
536	15010	Plumbing Equipment	15,675.00	9,585.00	3,195.00	14	-	12,780.00	80%	2,895.00	319.50	1,278.00
537	15010	Plumbing Compressor Piping	5,584.00	5,472.32	-	14	-	5,472.32	98%	111.68	-	547.23
538	15010	Plumbing Testing	8,586.00	7,788.40	428.30	14	-	8,137.78	95%	448.22	42.83	813.77
539	15010	Plumbing Identification	2,112.00	-	-	-	-	-	0%	2,112.00	-	-
540	15010	Plumbing Insulation - Piping - Fire Protection	97,625.00	87,400.00	-	-	-	87,400.00	89%	10,225.00	-	8,740.00
		[redacted]										
541	15010	Plumbing A/G Waste & Vent	73,083.00	71,631.14	-	-	-	71,631.14	98%	1,451.86	-	7,163.11
542	15010	Plumbing Drains / Cleanouts	7,232.50	7,087.87	-	-	-	7,087.87	98%	144.63	-	708.79
543	15010	Plumbing A/G Storm Piping	16,476.00	16,108.48	-	-	-	16,108.48	98%	368.52	-	1,610.85
544	15010	Plumbing A/G Domestic Water	79,331.00	77,744.38	-	-	-	77,744.38	98%	1,586.62	-	7,774.44
545	15010	Plumbing A/G Gas Piping	31,071.00	30,449.58	-	-	-	30,449.58	98%	621.42	-	3,044.96
546	15010	Plumbing Tube & Hook-ups	37,040.00	33,336.00	-	-	-	33,336.00	90%	3,704.00	-	3,333.60
547	15010	Plumbing Fixtures	68,513.00	8,556.25	13,878.25	14	-	22,434.50	40%	33,267.50	1,387.83	2,243.45
548	15010	Plumbing Equipment	15,675.00	11,182.50	1,957.50	14	-	12,140.00	80%	3,195.00	195.75	1,214.00
549	15010	Plumbing Compressor Piping	5,584.00	5,472.32	-	-	-	5,472.32	98%	111.68	-	547.23
550	15010	Plumbing Testing	8,586.00	7,788.40	-	-	-	7,788.40	91%	797.60	-	778.84
551	15010	Plumbing Identification	2,112.00	-	-	-	-	-	0%	2,112.00	-	-
552	15010	Plumbing Insulation - Piping - Fire Protection	97,625.00	82,595.00	-	-	-	82,595.00	85%	15,030.00	-	8,259.50

BUILDING 49 Continued												
553	15010	Plumbing A/G Waste & Vent	73,083.00	69,428.35	-	-	-	69,428.35	95%	3,654.65	-	5,343.94
554	15010	Plumbing Drains / Cleanys	7,232.50	7,087.85	-	-	-	7,087.85	98%	144.65	-	708.79
555	15010	Plumbing A/G Stack Piping	18,476.00	17,952.38	-	-	-	17,952.30	95%	523.63	-	1,795.22
556	15010	Plumbing A/G Domestic Water	79,331.00	75,394.45	-	-	-	75,394.45	95%	3,936.55	-	7,536.45
557	15010	Plumbing A/G Gas Piping	31,071.00	27,863.90	-	-	-	27,863.90	90%	3,187.10	-	2,786.39
558	15010	Plumbing Tubs & Hook-ups	37,040.00	29,632.00	-	-	-	29,632.00	80%	7,408.00	-	2,963.20
559	15010	Plumbing Fixtures	84,513.00	5,551.30	72,205.30	-	-	27,756.60	33%	27,756.60	2,220.53	2,775.65
560	15010	Plumbing Equipment	19,975.00	11,152.80	1,297.30	-	-	12,750.60	66%	3,185.00	158.75	1,275.06
561	15010	Plumbing Condensate Piping	5,594.00	5,023.60	-	-	-	5,023.60	90%	526.40	-	502.36
562	15010	Plumbing Testing	5,685.00	5,152.80	-	-	-	5,152.80	90%	1,713.20	-	515.28
563	15010	Plumbing Ventilation	2,112.00	-	-	-	-	-	0%	2,112.00	-	-
564	15010	Plumbing Insulation - Plumbing - Fire Protection	97,620.00	72,471.00	-	-	-	72,471.00	74%	25,149.00	-	7,247.10
565	15010	Plumbing A/G Waste & Vent	73,083.00	71,631.14	-	-	-	71,631.14	98%	1,451.86	-	7,163.11
566	15010	Plumbing Drains / Cleanys	7,232.50	7,087.85	-	-	-	7,087.85	98%	144.65	-	708.79
567	15010	Plumbing A/G Stack Piping	18,476.00	17,952.38	-	-	-	17,952.20	95%	523.80	-	1,795.22
568	15010	Plumbing A/G Domestic Water	79,331.00	75,394.45	-	-	-	75,394.45	95%	3,936.55	-	7,534.45
569	15010	Plumbing A/G Gas Piping	31,071.00	29,517.45	-	-	-	29,517.45	95%	1,553.55	-	2,951.75
570	15010	Plumbing Tubs & Hook-ups	37,040.00	29,632.00	-	-	-	29,632.00	80%	7,408.00	-	2,963.20
571	15010	Plumbing Fixtures	55,513.00	5,551.30	5,551.30	-	-	11,102.60	20%	44,410.40	555.13	1,110.26
572	15010	Plumbing Equipment	16,975.00	7,987.50	-	-	-	7,987.50	50%	7,987.50	-	798.75
573	15010	Plumbing Condensate Piping	5,594.00	5,472.32	-	-	-	5,472.32	98%	111.68	-	547.23
574	15010	Plumbing Testing	5,685.00	5,137.70	-	-	-	5,137.70	90%	428.30	-	513.77
575	15010	Plumbing Ventilation	2,112.00	-	-	-	-	-	0%	2,112.00	-	-
576	15010	Plumbing Insulation - Plumbing - Fire Protection	97,620.00	17,495.20	-	-	-	17,495.20	18%	80,124.80	-	1,749.52
577	16000	Electrical Engineering	29,490.00	22,098.80	-	-	-	22,098.80	75%	7,393.20	-	2,209.88
578	16000	Electrical Mobilization	15,840.00	15,840.00	-	-	-	15,840.00	100%	-	-	1,584.00
579	16000	Electrical Office Trailer/Utrin.	22,800.00	12,453.00	1,000.00	-	-	13,453.00	59%	9,347.00	100.00	1,345.30
580	16000	Electrical Proj Engineer, CAD, Proj Assistant	14,250.00	12,735.00	1,500.00	-	-	14,235.00	100%	15.00	150.00	1,423.50
581	16000	Electrical Permits	12,250.00	6,830.00	-	-	-	6,830.00	56%	5,420.00	-	683.00
582	16000	Electrical Submittals	1,900.00	1,900.00	-	-	-	1,900.00	100%	-	-	190.00
583	16000	Electrical Supervision/Planning/Coordination	22,800.00	16,800.00	2,400.00	-	-	19,200.00	84%	3,600.00	240.00	1,920.00
584	16000	Electrical Light Fixture Package	108,000.00	98,136.00	7,264.00	-	-	105,400.00	100%	-	756.40	10,600.00
585	16000	Electrical Duplication Package	83,000.00	78,500.00	-	-	-	78,500.00	95%	4,500.00	-	7,850.00
586	16000	Electrical Low Voltage Systems (FA, CCTV, CA, etc.)	83,825.00	62,744.00	10,000.00	-	-	72,744.00	77%	21,184.00	1,000.00	7,274.40
587	16000	Electrical Underslab Branch Conduit & Wire	85,000.00	78,500.00	-	-	-	78,500.00	92%	6,500.00	-	7,850.00
588	16000	Electrical Garage & 1st floor deck conduit/wire	400,000.00	380,000.00	-	-	-	380,000.00	95%	20,000.00	-	38,000.00
589	16000	Electrical 1st Floor Rough Walls/Ceilings	75,000.00	71,250.00	-	-	-	71,250.00	95%	3,750.00	-	7,125.00
590	16000	Electrical 1st Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
591	16000	Electrical 2nd Floor Rough Walls/Ceilings	75,000.00	71,250.00	-	-	-	71,250.00	95%	3,750.00	-	7,125.00
592	16000	Electrical 2nd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
593	16000	Electrical 3rd Floor Rough Walls/Ceilings	75,000.00	67,750.00	3,500.00	-	-	71,250.00	95%	3,750.00	350.00	7,125.00
594	16000	Electrical 3rd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
595	16000	Electrical 4th Floor Rough Walls/Ceilings	75,000.00	67,750.00	3,500.00	-	-	71,250.00	95%	3,750.00	350.00	7,125.00
596	16000	Electrical 4th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
597	1000	Computer Fee	874,315.50	499,135.40	23,864.14	-	-	503,949.54	58%	370,374.46	2,389.51	50,394.95
BUILDING 50												
598	2880	Landscaping	60,000.00	-	-	-	-	-	0%	60,000.00	-	-
599	5100	Reinforcing Steel Labor	310,000.00	309,880.50	-	-	-	309,880.50	100%	119.50	-	30,988.05
600	5100	Reinforcing Steel Material	419,122.75	419,122.75	-	-	-	419,122.75	100%	-	-	41,912.28
601	3300	Concrete Concrete Footings	127,500.00	127,500.00	-	-	-	127,500.00	100%	-	-	12,750.00
602	3300	Concrete Piers footings	160,000.00	160,000.00	-	-	-	160,000.00	100%	-	-	16,000.00
603	3300	Concrete Form and Pour Walls	300,000.00	300,000.00	-	-	-	300,000.00	100%	-	-	30,000.00
604	3300	Concrete Form and Pour Columns	80,000.00	80,000.00	-	-	-	80,000.00	100%	-	-	8,000.00
605	3300	Concrete Pour Slab on Grade	100,000.00	100,000.00	-	-	-	100,000.00	100%	-	-	10,000.00
606	3300	Concrete Form and Pour Deck	300,000.00	300,000.00	-	-	-	300,000.00	100%	-	-	30,000.00
607	3300	LL Weight concrete (Budget)	148,862.50	20,000.00	-	-	-	20,000.00	14%	128,862.50	-	2,000.00
608	3450	Precast Concrete 1st Floor (Budget)	100,000.00	51,862.50	-	-	25,831.25	51,862.50	52%	48,137.50	-	5,186.25
609	3450	Precast Concrete 2nd Floor (Budget)	100,000.00	51,862.50	-	-	25,831.25	51,862.50	52%	48,137.50	-	5,186.25
610	3450	Precast Concrete 3rd Floor (Budget)	100,000.00	51,862.50	-	-	25,831.25	51,862.50	52%	48,137.50	-	5,186.25
611	3450	Precast Concrete 4th Floor (Budget)	100,000.00	51,862.50	-	-	25,831.25	51,862.50	52%	48,137.50	-	5,186.25

612	4100	Masonry CMU	248,300.00	248,589.90	711.00	12	-	-	248,300.00	100%	-	711.10	24,830.00
613	4100	Masonry Thin Brick Veneer	310,708.00	-	138,872.00	12	48,180.00	14	-	93%	148,338.00	18,437.20	18,437.20
614	5415	Cradle / Metals / Shower Pans	100,000.00	13,400.00	-			-	13,400.00	13%	86,600.00	-	1,340.00
615	5100	Miscellaneous Steel	91,000.00	51,283.72	-			-	51,283.72	56%	39,716.28	-	5,128.37
616	6100	Framing - 1st Level / Labor, Equipt.	198,016.00	198,016.00	-	-	-	-	198,016.00	100%	-	-	19,801.60
617	6100	Framing - 1st Level / Lumber, Hardware	248,918.00	248,918.00	-	-	-	-	248,918.00	100%	-	-	24,891.80
618	6100	Framing - 2nd Level / Labor, Equipt.	177,141.00	177,141.00	-	-			177,141.00	100%	-	-	17,714.10
619	6100	Framing - 2nd Level / Lumber, Hardware	229,547.00	229,547.00	-	-	-	-	229,547.00	100%	-	-	22,954.70
620	6100	Framing - 3rd Level / Labor, Equipt.	177,141.00	177,141.00	-	-	-	-	177,141.00	100%	-	-	17,714.10
621	6100	Framing - 3rd Level / Lumber, Hardware	229,039.00	229,039.00	-	-	-	-	229,039.00	100%	-	-	22,903.90
622	6100	Framing - 4th Level / Labor, Equipt.	162,032.00	162,032.00	-	-	-	-	162,032.00	100%	-	-	16,203.20
623	6100	Framing - 4th Level / Lumber, Hardware	148,941.00	148,941.00	-	-	-	-	148,941.00	100%	-	-	14,894.10
624	6100	Framing - Roof Level / Labor, Equipt.	61,846.00	61,846.00	-	-	-	-	61,846.00	100%	-	-	6,184.60
625	6100	Framing - Roof Level / Lumber, Trusses	179,580.00	179,580.00	-	-	-	-	179,580.00	100%	-	-	17,958.00
626	6200	Finish Carpentry (Budget)	581,571.00	210,041.93	2,459.94	9	5,887.40	6 137,852.57	218,187.87	38%	363,383.13	814.58	21,818.79
627	7220	Insulation - Fire Caulking	91,000.00	92,020.00	9,180.00	9	-	-	91,000.00	100%	-	918.00	9,180.00
628	7220	Roofing	167,736.00	166,160.82	-	-	-	167,281.84	166,160.82	99%	1,576.18	-	13,816.08
629	7120	Waterproofing	58,479.00	46,169.73	-	-	-	-	46,169.73	79%	13,309.27	-	4,616.97
630	7240	Stucco	396,700.00	297,525.00	-	-	-	-	297,525.00	75%	99,175.00	-	29,752.50
631	6300	Windows - Metal/ Only	254,000.00	236,172.00	-	-	6,172.00	-	236,172.00	94%	15,828.00	-	23,617.20
632	6300	Drywall -Complete	1,054,000.00	809,132.50	125,000.00	12	-	900,000.00	810,132.50	77%	243,867.50	12,500.00	81,013.25
633	8800	Flashing	300,000.00	-	-	-	-	-	-	0%	300,000.00	-	-
634	8800	Painting	383,117.00	-	-	-	-	-	-	0%	383,117.00	-	-
635	11000	Appliances(Budget)	112,000.00	-	-	-	-	-	-	0%	112,000.00	-	-
636	14200	Elevators	274,020.00	188,531.00	-	-	188,531.00	188,531.00	188,531.00	69%	85,489.00	-	18,853.10
637	1800	Mechanical Mobilization	12,000.00	10,000.00	-	-	-	-	10,000.00	84%	2,000.00	-	1,000.00
638	1330	Mechanical Submittals	1,125.00	1,125.00	-	-	-	-	1,125.00	100%	-	-	112.50
639	1310	Mechanical General Conditions	1,773.75	1,206.15	-	-	-	-	1,206.15	68%	567.60	-	120.62
640	1700	Mechanical Close-out Documents	1,000.00	-	-	-	-	-	-	0%	1,000.00	-	-
641	15020	HVAC Permit	5,250.00	5,250.00	-	-	-	-	5,250.00	100%	-	-	525.00
642	15020	HVAC Pre-Rough-Line Set Piping	24,818.40	24,818.40	-	-	-	-	24,818.40	100%	-	-	2,481.84
643	15020	HVAC FAU Materials	19,634.72	19,634.72	-	-	-	-	19,634.72	100%	-	-	1,963.47
644	15020	HVAC Rough Duct	19,634.72	19,634.72	-	-	-	-	19,634.72	100%	-	-	1,963.47
645	15020	HVAC Condenser Materials	19,634.72	19,634.72	-	-	-	-	19,634.72	100%	-	-	1,963.47
646	15020	HVAC Set Condensers	4,923.68	4,923.68	-	-	-	-	4,923.68	100%	-	-	492.37
647	15020	HVAC Set Trim	4,923.68	-	-	-	-	-	-	0%	4,923.68	-	-
648	15020	HVAC Start-Up	4,923.68	-	-	-	-	-	-	0%	4,923.68	-	-
649	15020	HVAC Pre-Rough-Line Set Piping	24,818.40	24,818.40	-	-	-	-	24,818.40	100%	-	-	2,481.84
650	15020	HVAC FAU Materials	19,634.72	19,634.72	-	-	-	-	19,634.72	100%	-	-	1,963.47
651	15020	HVAC Rough Duct	19,634.72	19,634.72	-	-	-	-	19,634.72	100%	-	-	1,963.47
652	15020	HVAC Condenser Materials	19,634.72	19,634.72	-	-	-	-	19,634.72	100%	-	-	1,963.47
653	15020	HVAC Set Condensers	4,923.68	4,923.68	-	-	-	-	4,923.68	100%	-	-	492.37
654	15020	HVAC Set Trim	4,923.68	-	-	-	-	-	-	0%	4,923.68	-	-
655	15020	HVAC Start-Up	4,923.68	-	-	-	-	-	-	0%	4,923.68	-	-
656	15020	HVAC Pre-Rough-Line Set Piping	24,818.40	24,818.40	-	-	-	-	24,818.40	100%	-	-	2,481.84
657	15020	HVAC FAU Materials	19,634.72	19,634.72	-	-	-	-	19,634.72	100%	-	-	1,963.47
658	15020	HVAC Rough Duct	19,634.72	-	9,847.36	15	-	-	9,847.36	50%	9,847.36	984.74	984.74
659	15020	HVAC Condenser Materials	19,634.72	19,634.72	-	-	-	-	19,634.72	100%	-	-	1,963.47
660	15020	HVAC Set Condensers	4,923.68	4,923.68	-	-	-	-	4,923.68	100%	-	-	492.37
661	15020	HVAC Set Trim	4,923.68	-	-	-	-	-	-	0%	4,923.68	-	-
662	15020	HVAC Start-Up	4,923.68	-	-	-	-	-	-	0%	4,923.68	-	-
663	15020	HVAC Pre-Rough-Line Set Piping	24,818.40	24,818.40	-	-	-	-	24,818.40	100%	-	-	2,481.84
664	15020	HVAC FAU Materials	19,634.72	19,634.72	-	-	-	-	19,634.72	100%	-	-	1,963.47
665	15020	HVAC Rough Duct	19,634.72	-	9,847.36	15	-	-	9,847.36	50%	9,847.36	984.74	984.74
666	15020	HVAC Condenser Materials	19,634.72	19,634.72	-	-	-	-	19,634.72	100%	-	-	1,963.47
667	15020	HVAC Set Condensers	4,923.68	4,923.68	-	-	-	-	4,923.68	100%	-	-	492.37
668	15020	HVAC Set Trim	4,923.68	-	-	-	-	-	-	0%	4,923.68	-	-
669	15020	HVAC Start-Up	4,923.68	-	-	-	-	-	-	0%	4,923.68	-	-

BUILDING 99 Continued...

670	15020	HVAC Pre-Rough-Line Set Piping	31,888.87	25,351.13	6,337.77	15	-	-	31,688.87	100%	-	633.78	3,168.89
671	15020	HVAC FAU Materials	25,351.13	25,351.13	-	-	-	-	25,351.13	100%	-	-	2,535.11
672	15020	HVAC Rough Duct	31,351.13	12,675.67	10,140.45	15	-	-	22,816.02	90%	2,535.11	1,014.06	2,281.60
673	15020	HVAC Condensor Materials	25,351.13	-	6,337.78	15	-	-	6,337.78	25%	19,013.36	633.78	633.78
674	15020	HVAC Set Condensers	6,337.78	-	-	-	-	-	-	0%	6,337.78	-	-
675	15020	HVAC Set Tubs	6,337.78	-	-	-	-	-	-	0%	6,337.78	-	-
676	15020	HVAC Start-Up	6,337.78	-	-	-	-	-	-	0%	6,337.78	-	-
677	15010	Plumbing Payroll	8,575.00	8,394.30	-	-	-	-	8,394.30	98%	179.70	-	839.43
678	15010	Plumbing Sewer(In and Back)	62,400.00	61,152.00	-	-	-	-	61,152.00	98%	1,248.00	-	6,115.20
679	15010	Plumbing UG Gallery Piping	25,938.00	23,419.30	-	-	-	-	23,419.30	90%	518.76	-	2,341.93
680	15010	Plumbing UG Storm Piping	6,285.00	6,159.30	-	-	-	-	6,159.30	98%	125.70	-	615.93
681	15010	Plumbing Pre-Cast Structures - Fragmentation	84,128.00	8,945.44	-	-	-	-	8,945.44	11%	75,182.56	-	894.54
682	15010	Plumbing A/G Waste & Vent	73,083.00	71,631.14			-	-	71,631.14	98%	1,451.86	-	7,163.11
683	15010	Plumbing Drains / Centers	7,232.99	7,087.87	-		-	-	7,087.87	98%	144.83	-	708.79
684	15010	Plumbing Sleeves and Inserts	56,963.00	54,843.74	-		-	-	54,843.74	96%	1,119.26	-	5,484.37
685	15010	Plumbing A/G Storm Piping	16,478.00	16,108.48			-	-	16,108.48	98%	369.52	-	1,610.85
686	15010	Plumbing A/G Domestic Water	78,331.00	77,744.38			-	-	77,744.38	99%	1,586.62	-	7,774.44
687	15010	Plumbing A/G Gas Piping	31,071.00	30,449.58	-		-	-	30,449.58	98%	621.42	-	3,044.96
688	15010	Plumbing Tubs & Hook-ups	37,040.00	33,336.00	-		-	-	33,336.00	90%	3,704.00	-	3,333.60
689	15010	Plumbing Fixtures	66,513.00	11,102.80	16,653.80	15	-	-	27,756.50	50%	27,756.50	1,665.38	2,775.65
690	15010	Plumbing Equipment	15,875.00	12,790.00	1,587.80	15	-	-	14,377.50	90%	1,587.00	158.75	1,437.78
691	15010	Plumbing Condensate Piping	9,584.00	8,472.22	-		-	-	8,472.22	88%	111.88	-	847.23
692	15010	Plumbing Testing	8,568.00	8,137.70	-		-	-	8,137.70	95%	428.30	-	813.77
693	15010	Plumbing Identification	2,112.00	-	-		-	-	-	0%	2,112.00	-	-
694	15010	Plumbing Insulation - Freeze - Fire Protection	87,620.00	87,089.00	-		-	-	87,089.00	99%	8,631.00	-	8,708.90
695	15010	Plumbing A/G Waste & Vent	73,083.00	71,631.14	-		-	-	71,631.14	98%	1,451.86	-	7,163.11
696	15010	Plumbing Drains / Centers	7,232.99	7,087.87	-		-	-	7,087.87	98%	144.84	-	708.79
697	15010	Plumbing A/G Storm Piping	16,478.00	16,108.48	-		-	-	16,108.48	98%	369.52	-	1,610.85
698	15010	Plumbing A/G Domestic Water	78,331.00	77,744.38	-		-	-	77,744.38	99%	1,586.62	-	7,774.44
699	15010	Plumbing A/G Gas Piping	31,071.00	30,449.58	-		-	-	30,449.58	98%	621.42	-	3,044.96
700	15010	Plumbing Tubs & Hook-ups	37,040.00	33,336.00	-		-	-	33,336.00	90%	3,704.00	-	3,333.60
701	15010	Plumbing Fixtures	66,513.00	11,102.80	16,653.80	15	-	-	27,756.50	50%	27,756.50	1,665.38	2,775.65
702	15010	Plumbing Equipment	15,875.00	9,585.00	3,195.00	15	-	-	12,780.00	80%	3,195.00	319.50	1,278.00
703	15010	Plumbing Condensate Piping	9,584.00	8,472.22	-		-	-	8,472.22	88%	111.88	-	847.23
704	15010	Plumbing Testing	8,568.00	8,137.70	-		-	-	8,137.70	95%	428.30	-	813.77
705	15010	Plumbing Identification	2,112.00	-	-		-	-	-	0%	2,112.00	-	-
706	15010	Plumbing Insulation - Freeze - Fire Protection	87,620.00	86,986.00	-		-	-	86,986.00	99%	8,634.00	-	8,698.60
707	15010	Plumbing A/G Waste & Vent	73,083.00	71,631.14	-		-	-	71,631.14	98%	1,451.86	-	7,163.11
708	15010	Plumbing Drains / Centers	7,232.99	6,870.86	-		-	-	6,870.86	95%	361.92	-	687.09
709	15010	Plumbing A/G Storm Piping	16,478.00	17,032.20	-		-	-	17,032.20	95%	823.80	-	1,703.22
710	15010	Plumbing A/G Domestic Water	78,331.00	75,364.45	-		-	-	75,364.45	95%	3,966.55	-	7,536.45
711	15010	Plumbing A/G Gas Piping	31,071.00	29,517.45	-		-	-	29,517.45	95%	1,553.55	-	2,951.75
712	15010	Plumbing Tubs & Hook-ups	37,040.00	33,336.00	-		-	-	33,336.00	90%	3,704.00	-	3,333.60
713	15010	Plumbing Fixtures	66,513.00	11,102.80	11,102.80	14	-	-	22,205.20	40%	33,307.80	1,110.38	2,220.52
714	15010	Plumbing Equipment	15,875.00	8,788.25	2,398.25		-	-	11,182.50	70%	4,792.50	239.63	1,118.25
715	15010	Plumbing Condensate Piping	9,584.00	9,472.22	-		-	-	9,472.22	99%	111.88	-	947.22
716	15010	Plumbing Testing	8,568.00	8,137.70	-		-	-	8,137.70	95%	428.30	-	813.77
717	15010	Plumbing Identification	2,112.00	-	-		-	-	-	0%	2,112.00	-	-
718	15010	Plumbing Insulation - Freeze - Fire Protection	87,620.00	83,483.00	608.00	14	-	-	83,968.00	95%	13,651.00	58.80	8,398.80

BUILDING 87 Continued...

719	15010	Plumbing A/G Waste & Vent	73,083.00	71,631.14	-		-	-	71,631.14	98%	1,451.86	-	7,163.11
720	15010	Plumbing Drains / Cleanouts	7,232.00	7,087.36	-		-	-	7,087.36	98%	144.64	-	708.73
721	15010	Plumbing A/G Storm Piping	18,476.00	18,108.48	-		-	-	18,108.48	98%	367.52	-	1,810.85
722	15010	Plumbing A/G Domestic Water	79,331.00	77,744.38	-		-	-	77,744.38	98%	1,586.62	-	7,774.44
723	15010	Plumbing A/G Gas Piping	31,291.00	30,669.53	1,593.96		-	-	30,449.68	99%	621.43	189.38	3,044.96
724	15010	Plumbing Tubs & Hook-ups	37,040.00	36,188.00	-		-	-	36,188.00	97%	1,852.00	-	3,618.80
725	15010	Plumbing Fixtures	55,513.00	11,162.00	6,351.30		-	-	10,852.89	20%	38,898.10	309.13	1,085.30
726	15010	Plumbing Equipment	16,875.00	7,867.50	798.75		-	-	8,766.25	52%	7,108.75	79.88	876.63
727	15010	Plumbing Condensate Piping	6,584.00	6,472.32	-		-	-	6,472.32	98%	111.68	-	647.23
728	15010	Plumbing Testing	8,666.00	7,796.40	428.30		-	-	8,137.70	93%	428.30	42.83	813.77
729	15010	Plumbing Sterilization	2,112.00	-	-		-	-	-	0%	2,112.00	-	-
730	15010	Plumbing Insulation - Plumbing - Fire Protection	87,620.00	80,594.00	508.00		-	-	80,594.00	92%	7,026.00	50.80	8,059.40
731	16000	Electrical Engineering	29,490.00	22,086.80	-		-	-	22,086.80	75%	7,403.20	-	2,208.68
732	16000	Electrical Mobilization	15,840.00	15,840.00	-		-	-	15,840.00	100%	-	-	1,584.00
733	16000	Electrical Office Trailer/Admin	23,800.00	13,463.00	1,800.00		-	-	13,463.00	56%	9,337.00	180.00	1,346.30
734	16000	Electrical Proj Engineer, CAD, Proj Assistant	14,250.00	12,735.00	1,800.00		-	-	14,235.00	100%	15.00	180.00	1,423.50
735	16000	Electrical Permits	12,396.00	6,930.00	-		-	-	6,930.00	56%	5,430.00	-	693.00
736	16000	Electrical Subpoenas	1,800.00	1,800.00	-		-	-	1,800.00	100%	-	-	180.00
737	16000	Electrical Supervision/Planning/Coordination	32,800.00	31,500.00	1,300.00		-	-	32,800.00	100%	-	130.00	3,280.00
738	16000	Electrical Light Fixture Package	108,000.00	96,426.00	7,584.00		-	-	108,000.00	100%	-	758.40	10,800.00
739	16000	Electrical Distribution Package	83,000.00	79,000.00	-		-	-	79,000.00	95%	4,000.00	-	7,900.00
740	16000	Electrical Low Voltage Systems (FA, CCTV, CA, etc.)	93,828.00	62,344.00	10,800.00		-	-	72,744.00	77%	21,184.00	1,080.00	7,274.40
741	16000	Electrical Underslab Stench Conduit & Wire	85,000.00	75,500.00	-		-	-	75,500.00	89%	9,500.00	-	7,550.00
742	16000	Electrical Garage & 1st floor dwh-conduit/wire	400,000.00	360,000.00	-		-	-	360,000.00	90%	40,000.00	-	36,000.00
743	16000	Electrical 1st Floor Rough Walls/Ceilings	75,000.00	71,250.00	-		-	-	71,250.00	95%	3,750.00	-	7,125.00
744	16000	Electrical 1st Floor Device and Fixture Trim	10,000.00	-	-		-	-	-	0%	10,000.00	-	-
745	16000	Electrical 2nd Floor Rough Walls/Ceilings	75,000.00	71,250.00	-		-	-	71,250.00	95%	3,750.00	-	7,125.00
746	16000	Electrical 2nd Floor Device and Fixture Trim	10,000.00	-	-		-	-	-	0%	10,000.00	-	-
747	16000	Electrical 3rd Floor Rough Walls/Ceilings	75,000.00	67,750.00	3,500.00		-	-	71,250.00	95%	3,750.00	350.00	7,125.00
748	16000	Electrical 3rd Floor Device and Fixture Trim	10,000.00	-	-		-	-	-	0%	10,000.00	-	-
749	16000	Electrical 4th Floor Rough Walls/Ceilings	75,000.00	67,750.00	3,500.00		-	-	71,250.00	95%	3,750.00	350.00	7,125.00
750	16000	Electrical 4th Floor Device and Fixture Trim	10,000.00	-	-		-	-	-	0%	10,000.00	-	-
751	1600	Contractor Fee	874,318.00	466,954.87	21,077.86		-	-	817,962.83	88%	356,723.17	2,107.79	51,799.38
752	2530	GRADING CO 00001 - Mobile Chem Feed & Stor Tank	38,208.30	80,836.69	-		-	80,836.69	80,836.69	98%	6,472.60	-	3,841.78
753	2530	GRADING CO 00002 - Fire Hydrant Permits	448.78	448.78	-		-	-	448.78	100%	-	-	22.34
754	2530	GRADING CO 00003 - Replaces Utility Sheets 11/14/07	66,336.72	67,347.78	14,836.42		-	-	84,174.16	99%	4,784.84	841.32	4,208.71
755	2300	GRADING CO 00004 - Encroachment Permit	452.91	452.91	-		-	-	452.91	100%	-	-	22.64
756	2530	GRADING CO 00006.1 - WRG Plans 11-01-07	394,336.13	282,839.95	33,780.73		-	-	328,736.84	83%	67,599.45	1,689.05	16,336.83
757	2530	GRADING CO (LV PIPELINE CO 6)	308,891.00	-	308,891.00		-	-	308,891.00	100%	-	15,409.55	15,409.56
758	2530	GRADING CO (LV PIPELINE CO 8)	34,235.00	-	34,235.00		-	-	34,235.00	0%	-	1,711.75	1,711.76
759	2530	GRADING CO (LV PIPELINE CO 7)	206,824.00	-	187,380.00		-	-	187,380.00	92%	11,444.00	9,669.00	9,669.00
760	2530	GRADING CO (LV PIPELINE CO 10)	436,017.00	-	331,372.00		-	-	331,372.00	75%	104,644.00	16,568.60	16,568.60
761	2530	GRADING CO (LV PIPELINE CO 11)	28,572.00	-	28,572.00		-	-	28,572.00	100%	-	1,428.60	1,428.60
762	2530	GRADING CO (LV PIPELINE CO 12)	88,125.00	-	88,125.00		-	-	88,125.00	100%	-	4,406.25	4,406.25
763	2530	GRADING CO (LV PIPELINE CO 13)	10,169.00	-	10,169.00		-	-	10,169.00	100%	-	508.45	508.45
764	2530		-	-	-		-	-	-	0%	-	-	-
765	2530		-	-	-		-	-	-	0%	-	-	-
766	2910	BUILDING CO 00001.1 Additional Plumbing B7	13,837.86	12,979.86	-		-	-	12,979.86	94%	848.00	-	1,297.98
767	6100	BUILDING CO 00002 Addl. Reinforcing Bottom Mat B7	-	-	-		-	-	-	#DIV/0!	-	-	-
768	2300	BUILDING CO 00005 Area Walls B6 and B8	-	-	-		-	-	-	#DIV/0!	-	-	-
769	6100	BUILDING CO 00009 Top Mat Rebar B7	-	-	-		-	-	-	#DIV/0!	-	-	-
770	6100	BUILDING CO 00007 Structural Steel Changes B7	-	-	-		-	-	-	#DIV/0!	-	-	-
771	3300	BUILDING CO 00008 Concrete Change 4k psi to 6k B7	-	-	-		-	-	-	#DIV/0!	-	-	-
772	16000	BUILDING CO 00011 Wood Framing Changes B8/9	-	-	-		-	-	-	#DIV/0!	-	-	-
773	8100	BUILDING CO 00012.3 HVAC Thru Delta 6 B8/B9	22,873.87	16,376.17	6,743.00		-	-	23,113.17	99%	862.30	674.30	2,311.32
774	15030	BUILDING CO 00013.3 HVAC Changes Thru Delta 6 B2/O	329,279.17	124,744.56	113,869.90		-	-	238,614.46	73%	89,800.72	11,386.99	23,861.45

789	15029	BUILDING CO 00014 Add'l Rebar Laps Added All Bldgs	-	-	-	-	-	-	#DIV/0!	-	-	-
790	6160	BUILDING CO 00018 Post Reinforcing Redesign B7	-	-	-	-	-	-	#DIV/0!	-	-	-
791	6160	BUILDING CO 00020 Change in Lap Splices	-	-	-	-	-	-	#DIV/0!	-	-	-

BUILDING CHANGE ORDERS Continued....

782	5100	BUILDING CO 00021 Rebar Changes B7	-	-	-	-	-	-	#DIV/0!	-	-	-
783	5100	BUILDING CO 00022.2 Electrical Options B6	46,180.19	27,064.10	17,136.00	-	-	44,233.10	96%	928.09	1,713.80	4,423.21
784	5100	BUILDING CO 00022.2 Electrical Options B3	43,803.27	25,251.98	18,536.00	-	-	43,317.98	89%	585.31	1,853.60	4,331.80
785	5100	BUILDING CO 00023.3 Plumbing Options B9	34,100.49	13,525.12	-	-	-	13,525.12	39%	40,575.37	-	1,352.51
786	4100	BUILDING CO 00034.2 Plumbing Options B6	64,993.38	15,883.08	-	-	-	15,883.08	24%	49,598.30	-	1,588.31
787	16000	BUILDING CO 00036.1 Electrical C2 Split B8/9	56,443.80	33,866.40	-	-	-	33,866.40	60%	22,577.40	-	3,386.64
788	15010	BUILDING CO 00037.1 B8 & B9 Option Changes	18,009.00	18,009.00	-	-	-	18,009.00	100%	-	-	1,800.90
789	15010	BUILDING CO 00038.1 Cycle Head Rail Out B6 & B3	21,821.30	-	-	-	-	-	0%	21,821.30	-	-
800	15010	BUILDING CO 00039.1 Building 8 & 9 Fireplaces	16,560.70	-	-	-	-	-	0%	16,560.70	-	-
801	16000	BUILDING CO 00042.1 Electrical Changes Delta 3	98,722.85	24,180.75	22,000.00	-	-	46,180.75	46%	52,542.10	2,200.00	4,618.08
802	16000	BUILDING CO 00043.2 Electrical Changes Delta 5	99,739.00	24,935.00	49,000.00	-	-	73,935.00	74%	25,804.56	4,900.00	7,393.50
803	15010	BUILDING CO 00047 Building 8 & 9 Low Voltage	60,894.23	13,312.55	-	-	-	13,312.55	22%	47,581.68	-	1,331.26
804	15010	BUILDING CO 00049 Building 8 & 9 Closet Organizers	18,652.08	-	-	-	-	-	0%	18,652.08	-	-
805	15000	BUILDING CO 00050 Building 7 Electrical Upgrades	28,538.38	-	-	-	-	-	0%	28,538.38	-	-
806	6100	BUILDING CO 00052 Bldg 8 & 9 Shower Doors & Mirrors	19,740.58	-	-	-	-	-	0%	19,740.58	-	-
807	5100	BUILDING CO 00055 Masonry C2 Split B8/9	12,993.09	12,993.09	-	-	-	12,993.09	100%	-	-	1,299.31
808	11000	0	-	-	-	-	-	-	0%	-	-	-
809	16000	0	-	-	-	-	-	-	0%	-	-	-
810	16000	0	-	-	-	-	-	-	0%	-	-	-
811	16000	0	-	-	-	-	-	-	0%	-	-	-
812	6200	0	-	-	-	-	-	-	0%	-	-	-
813	16000	0	-	-	-	-	-	-	0%	-	-	-
814	16000	0	-	-	-	-	-	-	0%	-	-	-
815	16000	0	-	-	-	-	-	-	0%	-	-	-
816	16000	0	-	-	-	-	-	-	0%	-	-	-
817	4100	0	-	-	-	-	-	-	0%	-	-	-
818	7610	0	-	-	-	-	-	-	0%	-	-	-
819	7610	0	-	-	-	-	-	-	0%	-	-	-
820	16000	0	-	-	-	-	-	-	0%	-	-	-
821	16000	0	-	-	-	-	-	-	0%	-	-	-
822	16000	0	-	-	-	-	-	-	0%	-	-	-
823	16000	0	-	-	-	-	-	-	0%	-	-	-
		TOTAL CONTRACT PHASE 1:	51,815,219.22	53,861,999.84	3,108,578.00	1,990,777.40	4,225,912.99	58,243,994.12	72%	23,771,992.10	470,719.19	5,611,289.49

A S 4991752.48 C I F

[redacted]

EXHIBIT 8

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: MANHATTAN WEST

Property Location: RUSSEL RD

Undersigned's Customer: APCO CONSTRUCTION

Invoice/Payment Application Number:

Payment Amount: $18450.00

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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

Dated: 7/14/08

ZITTING BROTHERS CONSTRUCTION
(Company Name)

By: [signature]

Its: [signature]

CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: MANHATTAN WEST

Property Location: RUSSEL RD. LAS VEGAS

Undersigned's Customer: APCO CONSTRUCTION

Invoice/Payment Application Number: 73828

Payment Amount: $180231.35

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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Dated: 6/30/08

Zitting Bro's
(Company Name)

By: [illegible]

Its: Office Manager

APCO
CONSTRUCTION
3432 N. 5th Street • North Las Vegas, NV 89032
Phone: (702) 734-0198 • Fax: (702)734-0396
E-mail: apcoconstruction.com • NCL: 14563

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name:	Manhattan West
Property Location:	Russell Road & I-215, Las Vegas, Nevada
Undersigned's Customer:	APCO Construction
Inv./Pmt Application No:	Payment Application #7 (May 2008)
Payment Amount:	$27,973.80

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

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

Dated: 05/05/08

Zitting Brothers Construction Inc.

Signature: Sam Z

Print: Sam Zitting

Title: pres.

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

APCO
CONSTRUCTION
3432 N. 5th Street • North Las Vegas, NV 89032
Phone: (702) 734-0198 • Fax: (702)734-0396
E-mail: apcoconstruction.com • NCL: 14563

UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name:	Manhattan West Buildings 8+9
Property Location:	Russell Road & I-215, Las Vegas, Nevada
Undersigned's Customer:	Zitting Bros.
Inv./Pmt Application No:	May 2008 Invoices
Payment Amount:	Paid In Full through May 31, 2008

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

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

Dated: 8/20/08

Stock Building Supply

Signature: Greg Wall

Print: Greg Wall

Title: Asst. Mgr. Cedar City, UT

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

APCO00044637

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: MANHATTAN WEST

Property Location: RUSSELL RD

Undersigned's Customer: APCO CONSTRUCTION

Invoice/Payment Application Number:

Payment Amount: $27971.00

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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

Dated: 6/12/08

ZITTING BROTHERS CONSTRUCTION
(Company Name)

By: [signature]

Its: [signature]

APCO CONSTRUCTION
3432 N. 5th Street • North Las Vegas, NV 89032
Phone: (702) 734-0198 • Fax: (702)734-0396
E-mail: apcoconstruction.com • NCL: 14563

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name:	Manhattan West
Property Location:	Russell Road & I-215, Las Vegas, Nevada
Undersigned's Customer:	APCO Construction
Inv./Pmt Application No:	Payment Application #6 (April 2008)
Payment Amount:	$156,574.60

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

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

Dated: 6/24/08

Zitting Brothers Construction Inc.

Signature: [signature]

Print: Natalie Zitting

Title: Mgr

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

APCO00044651

APCO000446 74

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name:	MANHATTAN WEST
Property Location:	LAS VEGAS NV
Undersigned's Customer:	APCO CONSTRUCTION
Invoice/Payment Application Number:	502
Payment Amount:	$156,574.24

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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

Dated: 4/21/08

ZITTING BROTHERS CONSTRUCTION
(Company Name)

By: [signature]

Its: Office Manager

APCO
CONSTRUCTION
3432 N. 5th Street • North Las Vegas, NV 89032
Phone: (702) 734-0198 • Fax: (702)734-0396
E-mail: apcoconstruction.com • NCL: 14563

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name:	Manhattan West
Property Location:	Russell Road & I-215, Las Vegas, Nevada
Undersigned's Customer:	APCO Construction
Inv./Pmt Application No:	Payment Application #5 (Mar. 2008)
Payment Amount:	$424,688.70

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

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

Dated: 5/21/08

Zitting Brothers Construction Inc.

Signature: [signature]

Print: Natalie Zitting

Title: Office Manager

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

APCO00044675

CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name:	MANHATTAN WEST
Property Location:	RUSSEL RD, LAS VEGAS
Undersigned's Customer:	APCO CONSTRUCTION
Invoice/Payment Application Number:	502
Payment Amount:	$424,689.03

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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

Dated: 4/8/08

ZITTING BROTHERS CONSTRUCTION
(Company Name)

By: D Zitting

Its: Office Manager

APCO
CONSTRUCTION
3432 N. 5th Street • North Las Vegas, NV 89032
Phone: (702) 734-0198 • Fax: (702)734-0396
E-mail: apcoconstruction.com • NCL: 14563

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name:	Manhattan West
Property Location:	Russell Road & I-215, Las Vegas, Nevada
Undersigned's Customer:	APCO Construction
Inv./Pmt Application No:	Payment Application #4 (Feb. 2008)
Payment Amount:	$495,604.60

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

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

Dated: 4/23/08

Zitting Brothers Construction Inc.

Signature:

Print: Roy Zitting

Title: owner

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

APCO00044684

ZITTING BROTHERS CONSTRUTION, INC.
CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property/Project Name:	MANHATTAN WEST
Property Location:	RUSSEL RD
Undersigned's Customer:	APCO CONSTRUCTION
Invoice/Payment Application Number:	4
Payment Amount:	$495,604.44

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien right under U.C.A. §38-1, any private bond right under U.C.A. §14, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials or equipment furnished by the undersigned to the Property/Project or to Zitting Brothers Construction, Inc., the Owner or any other person or entity that does or may claim an interest in the project or property which are the subject of the Invoice or Payment Application, and does not cover any retention withheld. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials or equipment that are the subject of this waiver and release. The undersigned shall indemnify and hold harmless Zitting Brothers Construction, Inc., the Owner or any other person or entity that does or may claim an interest in the project and or property from any and all losses, fines, suits, damages, expenses, claims, demands and actions of any kind resulting from the undersigned's failure to pay in full all its/his/her laborers, subcontractors, materialmen and suppliers for all work, materials or equipment that were supplied or used on the project/property through the date of this waiver and release.

Dated: 2/19/08

ZITTING BROTHERS CONSTRUCTION
(Company Name)

By: N Zitting

Its: OFFICE MANAGER

APCO00044698

APCO
CONSTRUCTION
3432 N. 5th Street • North Las Vegas, NV 89032
Phone: (702) 734-0198 • Fax: (702)734-0396
E-mail: apcoconstruction.com • NCL: 14563

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name:	Manhattan West
Property Location:	Russell Road & I-215, Las Vegas, Nevada
Undersigned's Customer:	APCO Construction
Inv./Pmt Application No:	Payment Application #003 (Jan. 2008)
Payment Amount:	$408,225.70

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

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

Dated: 3/18/08

Zitting Brothers Construction Inc.

Signature: N Zitting

Print: Natalie Zitting

Title: Office Manager

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

APCO00044699

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: MANHATTAN WEST

Property Location: WEST LAS VEGAS

Undersigned's Customer: APCO CONSTRUCTION

Invoice/Payment Application Number:

Payment Amount: $408,225.33

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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

Dated: 1/20/08

ZITTING BROTHERS CONSTRUCTION
(Company Name)

By:

Its:

APCO
CONSTRUCTION
3432 N. 5th Street • North Las Vegas, NV 89032
Phone: (702) 734-0198 • Fax: (702)734-0396
E-mail: apcoconstruction.com • NCL: 14563

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name:	Manhattan West
Property Location:	Russell Road & I-215, Las Vegas, Nevada
Undersigned's Customer:	APCO Construction
Inv./Pmt Application No:	Payment Application #002 (Dec. 2007)
Payment Amount:	$567,148.60

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

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

Dated: 2-29-08

Zitting Brothers Construction Inc.

Signature: William Z

Print: William Zitting

Title: V.P.

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

APCO00044714

APCO CONSTRUCTION
3432 N. 5th Street • North Las Vegas, NV 89032
Phone: (702) 734-0198 • Fax: (702)734-0396
E-mail: apcoconstruction.com • NCL: 14563

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name:	Manhattan West
Property Location:	Russell Road & I-215, Las Vegas, Nevada
Undersigned's Customer:	APCO Construction
Inv./Pmt Application No:	Payment Application #001.1 (Nov. 2007)
Payment Amount:	$368,785.00

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

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

Dated: 02/07/08

Zitting Brothers Construction Inc.

Signature: Sam Z

Print: Sam Zitting

Title: pres.

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

APCO00044728

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name:	MANHATTAN WEST
Property Location:	9121 WEST RUSSELL RD, LAS VEGAS
Undersigned's Customer:	APCO CONSTRUCTION
Invoice/Payment Application Number:	73663
Payment Amount:	$368,785.00

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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

Dated: 2/12/08

ZITTING BROTHERS CONSTRUCTION
(Company Name)

By: Natalie Zitting

Its: Office Manager

APCO
CONSTRUCTION
3432 N. 5th Street • North Las Vegas, NV 89032
Phone: (702) 734-0198 • Fax: (702)734-0396
E-mail: apcoconstruction.com • NCL: 14563

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name:	Manhattan West
Property Location:	Russell Road & I-215, Las Vegas, Nevada
Undersigned's Customer:	APCO Construction
Inv./Pmt Application No:	Payment Application #001 (Partial)
Payment Amount:	$800,000.00

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

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

Dated: 02/01/08

Zitting Brothers Construction Inc.

Signature: Sam Z

Print: Sam Zitting

Title: pres.

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

APCO00044744

CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name:	Manhattan West
Property Location:	3432 North 5th street Las Vegas
Undersigned's Customer:	APCO construction
Invoice/Payment Application Number:	1
Payment Amount:	$800,000

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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

Dated: 1/28/08

Zitting Brothers Construction
(Company Name)

By: Sam

Its: Sam Zitting - President

WOOD FRAMING L1 LABOR/EQUIP	$ 199,015		$ 199,015	$ -	$ -	$ -	$ 199,015	$ 19,901.50	$ 19,901.50	100.00%	100.00%
WOOD FRAMING L1 MATERIAL	$ 245,918		$ 245,918	$ -	$ -	$ -	$ 245,918	$ 24,591.80	$ 24,591.80	100.00%	100.00%
WOOD FRAMING L2 LABOR/EQUIP	$ 177,141		$ 177,141	$ -	$ -	$ -	$ 177,141	$ 17,714.10	$ 17,714.10	100.00%	100.00%
WOOD FRAMING L2 MATERIAL	$ 229,547		$ 229,547	$ -	$ -	$ -	$ 229,547	$ 22,954.70	$ 22,954.70	100.00%	100.00%
WOOD FRAMING L3 LABOR/EQUIP	$ 177,141		$ 177,141	$ -	$ -	$ -	$ 177,138	$ 17,713.80	$ 17,716.80	100.00%	100.00%
WOOD FRAMING L3 MATERIAL	$ 226,039		$ 226,039	$ -	$ -	$ -	$ 226,039	$ 22,603.90	$ 22,603.90	100.00%	100.00%
WOOD FRAMING L4 LABOR/EQUIP	$ 162,032		$ 162,032	$ -	$ -	$ -	$ 162,032	$ 16,203.20	$ 16,203.20	100.00%	100.00%
WOOD FRAMING L4 MATERIAL	$ 146,941		$ 146,941	$ -	$ -	$ -	$ 146,941	$ 14,694.10	$ 14,694.10	100.00%	100.00%
WOOD FRAMING RF LABOR/EQUIP	$ 61,646		$ 61,646	$ -	$ -	$ -	$ 61,646	$ 6,164.60	$ 6,164.60	100.00%	100.00%
WOOD FRAMING RF MATERIAL	$ 179,580		$ 179,580	$ -	$ -	$ -	$ 179,580	$ 17,958.00	$ 17,958.00	100.00%	100.00%
FINISH CARPENTRY	$ 600,000		$ 600,000	$ 234,083.81	$ 23,408.38	$ 210,675.43	$ 242,419	$ 24,241.88	$ 381,823.07	40.40%	10.00%
INSULATION	$ 91,800		$ 91,800	$ 31,305.00	$ 3,130.50	$ 28,174.50	$ 73,440	$ 7,344.00	$ 25,704.00	80.00%	80.00%
ROOFING	$ 220,020		$ 157,738	$ 3,154.76	$ 315.48	$ 2,839.28	$ 153,006	$ 15,300.59	$ 20,032.73	97.00%	100.00%
WATERPROOFING	$ 123,860		$ 58,475	$ -	$ -	$ -	$ 46,170	$ 4,618.97	$ 17,922.24	77.63%	90.00%
STUCCO	$ 398,700		$ 398,700	$ 137,042.50	$ 13,704.25	$ 123,338.25	$ 156,620	$ 15,662.00	$ 255,742.00	39.48%	50.00%
WINDOWS	$ 254,000		$ 254,000	$ -	$ -	$ -	$ 238,172	$ 23,817.20	$ 39,645.20	93.77%	99.00%
DRYWALL	$ 900,000		$ 1,054,050	$ 116,500.00	$ 11,650.00	$ 104,850.00	$ 604,000	$ 60,400.00	$ 510,450.00	57.30%	70.00%
FLOORING	$ 300,000		$ 300,000	$ -	$ -	$ -	$ -	$ -	$ 300,000.00	0.00%	0.00%
PAINTING	$ 785,000		$ 353,119	$ -	$ -	$ -	$ -	$ -	$ 353,118.50	0.00%	0.00%
APPLIANCES	$ 112,000		$ 112,000	$ -	$ -	$ -	$ -	$ -	$ 112,000.00	0.00%	0.00%
ELEVATORS	$ 274,926		$ 274,926	$ -	$ -	$ -	$ 192,356	$ 19,235.60	$ 101,805.60	69.97%	0.00%
MECH. MOBILIZATION	$ 12,500		$ 12,500	$ -	$ -	$ -	$ 12,000	$ 1,200.00	$ 1,700.00	96.00%	96.00%
MECH. SUBMITTALS	$ 1,125		$ 1,125	$ -	$ -	$ -	$ 1,125	$ 112.50	$ 112.50	100.00%	100.00%
MECH. GENERAL CONDITIONS	$ 1,774		$ 1,774	$ -	$ -	$ -	$ 1,206	$ 120.62	$ 688.22	68.00%	68.00%
MECH. CLOSEOUT DOCUMENTS	$ 1,000		$ 1,000	$ -	$ -	$ -	$ -	$ -	$ 1,000.00	0.00%	0.00%
HVAC FIRST FLOOR											
PERMIT	$ 5,250		$ 5,250	$ -	$ -	$ -	$ 5,250	$ 525.00	$ 525.00	100.00%	100.00%
PRE-ROCK/LINE SET PIPING	$ 24,618		$ 24,618	$ -	$ -	$ -	$ 24,618	$ 2,461.84	$ 2,461.84	100.00%	100.00%
FAU MATERIALS	$ 19,695		$ 19,695	$ -	$ -	$ -	$ 19,695	$ 1,969.47	$ 1,969.47	100.00%	100.00%
ROUGH DUCT	$ 19,695		$ 19,695	$ 19,694.72	$ 1,969.47	$ 17,725.25	$ 19,695	$ 1,969.47	$ 1,969.47	100.00%	100.00%
CONDENSER MATERIALS	$ 19,695		$ 19,695	$ -	$ -	$ -	$ 19,695	$ 1,969.47	$ 1,969.47	100.00%	100.00%
SET CONDENSERS	$ 4,924		$ 4,924	$ 4,923.68	$ 492.37	$ 4,431.31	$ 4,924	$ 492.37	$ 492.37	100.00%	100.00%
SET TRIM	$ 4,924		$ 4,924	$ -	$ -	$ -	$ -	$ -	$ 4,923.68	0.00%	0.00%
START UP	$ 4,924		$ 4,924	$ -	$ -	$ -	$ -	$ -	$ 4,923.68	0.00%	0.00%
HVAC SECOND FLOOR											
PRE-ROCK/LINE SET PIPING	$ 24,618		$ 24,618	$ -	$ -	$ -	$ 24,618	$ 2,461.84	$ 2,461.84	100.00%	100.00%
FAU MATERIALS	$ 19,695		$ 19,695	$ -	$ -	$ -	$ 19,695	$ 1,969.47	$ 1,969.47	100.00%	100.00%
ROUGH DUCT	$ 19,695		$ 19,695	$ 19,694.72	$ 1,969.47	$ 17,725.25	$ 19,695	$ 1,969.47	$ 1,969.47	100.00%	100.00%
CONDENSER MATERIALS	$ 19,695		$ 19,695	$ -	$ -	$ -	$ 19,695	$ 1,969.47	$ 1,969.47	100.00%	100.00%
SET CONDENSERS	$ 4,924		$ 4,924	$ 4,923.68	$ 492.37	$ 4,431.31	$ 4,924	$ 492.37	$ 492.37	100.00%	100.00%
SET TRIM	$ 4,924		$ 4,924	$ -	$ -	$ -	$ -	$ -	$ 4,923.68	0.00%	0.00%
START UP	$ 4,924		$ 4,924	$ -	$ -	$ -	$ -	$ -	$ 4,923.68	0.00%	0.00%
HVAC THIRD FLOOR											
PRE-ROCK/LINE SET PIPING	$ 24,618		$ 24,618	$ -	$ -	$ -	$ 24,618	$ 2,461.84	$ 2,461.84	100.00%	100.00%
FAU MATERIALS	$ 19,695		$ 19,695	$ -	$ -	$ -	$ 19,695	$ 1,969.47	$ 1,969.47	100.00%	100.00%
ROUGH DUCT	$ 19,695		$ 19,695	$ 19,694.72	$ 1,969.47	$ 17,725.25	$ 19,695	$ 1,969.47	$ 1,969.47	100.00%	100.00%
CONDENSER MATERIALS	$ 19,695		$ 19,695	$ -	$ -	$ -	$ 19,695	$ 1,969.47	$ 1,969.47	100.00%	100.00%
SET CONDENSERS	$ 4,924		$ 4,924	$ 4,923.68	$ 492.37	$ 4,431.31	$ 4,924	$ 492.37	$ 492.37	100.00%	100.00%
SET TRIM	$ 4,924		$ 4,924	$ -	$ -	$ -	$ -	$ -	$ 4,923.68	0.00%	0.00%
START UP	$ 4,924		$ 4,924	$ -	$ -	$ -	$ -	$ -	$ 4,923.68	0.00%	0.00%
HVAC FOURTH FLOOR											
PRE-ROCK/LINE SET PIPING	$ 24,618		$ 24,618	$ -	$ -	$ -	$ 24,618	$ 2,461.84	$ 2,461.84	100.00%	100.00%
FAU MATERIALS	$ 19,695		$ 19,695	$ -	$ -	$ -	$ 19,695	$ 1,969.47	$ 1,969.47	100.00%	100.00%
ROUGH DUCT	$ 19,695		$ 19,695	$ -	$ -	$ -	$ -	$ -	$ 19,694.72	0.00%	0.00%
CONDENSER MATERIALS	$ 19,695		$ 19,695	$ -	$ -	$ -	$ 19,695	$ 1,969.47	$ 1,969.47	100.00%	100.00%
SET CONDENSERS	$ 4,924		$ 4,924	$ -	$ -	$ -	$ -	$ -	$ 4,923.68	0.00%	90.00%

WOOD FRAMING L1 LABOR/EQUIP	$ 199,015		$ 199,015	$ -	$ -	$ -	$ 199,015	$ 19,901.50	$ 19,901.50	100.00%	100.00%
WOOD FRAMING L1 MATERIAL	$ 245,918		$ 245,918	$ -	$ -	$ -	$ 245,918	$ 24,591.80	$ 24,591.80	100.00%	100.00%
WOOD FRAMING L2 LABOR/EQUIP	$ 177,141		$ 177,141	$ -	$ -	$ -	$ 177,141	$ 17,714.10	$ 17,714.10	100.00%	100.00%
WOOD FRAMING L2 MATERIAL	$ 229,547		$ 229,547	$ -	$ -	$ -	$ 229,547	$ 22,954.70	$ 22,954.70	100.00%	100.00%
WOOD FRAMING L3 LABOR/EQUIP	$ 177,141		$ 177,141	$ -	$ -	$ -	$ 177,141	$ 17,714.10	$ 17,714.10	100.00%	100.00%
WOOD FRAMING L3 MATERIAL	$ 226,039		$ 226,039	$ -	$ -	$ -	$ 226,039	$ 22,603.90	$ 22,603.90	100.00%	100.00%
WOOD FRAMING L4 LABOR/EQUIP	$ 162,032		$ 162,032	$ -	$ -	$ -	$ 162,032	$ 16,203.20	$ 16,203.20	100.00%	100.00%
WOOD FRAMING L4 MATERIAL	$ 146,941		$ 146,941	$ -	$ -	$ -	$ 146,941	$ 14,694.10	$ 14,694.10	100.00%	100.00%
WOOD FRAMING RF LABOR/EQUIP	$ 61,646		$ 61,646	$ -	$ -	$ -	$ 61,646	$ 6,164.60	$ 6,164.60	100.00%	100.00%
WOOD FRAMING RF MATERIAL	$ 179,580		$ 179,580	$ -	$ -	$ -	$ 179,580	$ 17,958.00	$ 17,958.00	100.00%	100.00%
FINISH CARPENTRY	$ 600,000		$ 600,000	$ 169,178.68	$ 16,917.87	$ 152,260.81	$ 210,042	$ 21,004.19	$ 410,962.26	35.01%	10.00%
INSULATION	$ 91,800		$ 91,800	$ 40,485.00	$ 4,048.50	$ 36,436.50	$ 82,620	$ 8,262.00	$ 17,442.00	90.00%	99.00%
ROOFING	$ 220,020		$ 157,738	$ 6,308.72	$ 630.87	$ 5,677.85	$ 158,160	$ 15,815.98	$ 17,194.16	99.00%	100.00%
WATERPROOFING	$ 123,800		$ 59,475	$ -	$ -	$ -	$ 46,170	$ 4,616.97	$ 17,922.24	77.63%	90.00%
STUCCO	$ 396,700		$ 396,700	$ 238,792.50	$ 23,879.25	$ 214,913.25	$ 297,525	$ 29,752.50	$ 128,927.50	75.00%	75.00%
WINDOWS	$ 254,000		$ 254,000	$ -	$ -	$ -	$ 238,172	$ 23,817.20	$ 39,645.20	93.77%	99.00%
DRYWALL	$ 900,000		$ 1,054,050	$ 217,632.50	$ 21,763.25	$ 195,869.25	$ 685,133	$ 68,513.25	$ 437,430.75	65.00%	75.00%
FLOORING	$ 300,000		$ 300,000	$ -	$ -	$ -	$ -	$ -	$ 300,000.00	0.00%	0.00%
PAINTING	$ 765,000		$ 353,118	$ -	$ -	$ -	$ -	$ -	$ 353,117.50	0.00%	0.00%
APPLIANCES	$ 112,000		$ 112,000	$ -	$ -	$ -	$ -	$ -	$ 112,000.00	0.00%	0.00%
ELEVATORS	$ 274,926		$ 274,926	$ 117,031.00	$ 11,703.10	$ 105,327.90	$ 189,531	$ 18,953.10	$ 104,348.10	68.94%	0.00%
MECH. MOBILIZATION	$ 12,500		$ 12,500	$ -	$ -	$ -	$ 10,500	$ 1,050.00	$ 3,050.00	84.00%	84.00%
MECH. SUBMITTALS	$ 1,125		$ 1,125	$ -	$ -	$ -	$ 1,125	$ 112.50	$ 112.50	100.00%	100.00%
MECH. GENERAL CONDITIONS	$ 1,774		$ 1,774	$ -	$ -	$ -	$ 1,206	$ 120.62	$ 688.22	68.00%	68.00%
MECH. CLOSEOUT DOCUMENTS	$ 1,000		$ 1,000	$ -	$ -	$ -	$ -	$ -	$ 1,000.00	0.00%	0.00%
HVAC FIRST FLOOR											
PERMIT	$ 5,250		$ 5,250	$ -	$ -	$ -	$ 5,250	$ 525.00	$ 525.00	100.00%	100.00%
PRE-ROCK/LINE SET PIPING	$ 24,618		$ 24,618	$ -	$ -	$ -	$ 24,618	$ 2,461.84	$ 2,461.84	100.00%	100.00%
FAU MATERIALS	$ 19,695		$ 19,695	$ -	$ -	$ -	$ 19,695	$ 1,969.47	$ 1,969.47	100.00%	100.00%
ROUGH DUCT	$ 19,695		$ 19,695	$ 14,771.04	$ 1,477.10	$ 13,293.94	$ 19,695	$ 1,969.47	$ 1,969.47	100.00%	100.00%
CONDENSER MATERIALS	$ 19,695		$ 19,695	$ -	$ -	$ -	$ 19,695	$ 1,969.47	$ 1,969.47	100.00%	100.00%
SET CONDENSERS	$ 4,924		$ 4,924	$ 984.74	$ 98.47	$ 886.27	$ 4,924	$ 492.37	$ 492.37	100.00%	100.00%
SET TRIM	$ 4,924		$ 4,924	$ -	$ -	$ -	$ -	$ -	$ 4,923.68	0.00%	0.00%
START UP	$ 4,924		$ 4,924	$ -	$ -	$ -	$	$ -	$ 4,923.68	0.00%	0.00%
HVAC SECOND FLOOR											
PRE-ROCK/LINE SET PIPING	$ 24,618		$ 24,618	$ -	$ -	$ -	$ 24,618	$ 2,461.84	$ 2,461.84	100.00%	100.00%
FAU MATERIALS	$ 19,695		$ 19,695	$ -	$ -	$ -	$ 19,695	$ 1,969.47	$ 1,969.47	100.00%	100.00%
ROUGH DUCT	$ 19,695		$ 19,695	$ 19,694.72	$ 1,969.47	$ 17,725.25	$ 19,695	$ 1,969.47	$ 1,969.47	100.00%	100.00%
CONDENSER MATERIALS	$ 19,695		$ 19,695	$ -	$ -	$ -	$ 19,695	$ 1,969.47	$ 1,969.47	100.00%	100.00%
SET CONDENSERS	$ 4,924		$ 4,924	$ 984.74	$ 98.47	$ 886.27	$ 4,924	$ 492.37	$ 492.37	100.00%	100.00%
SET TRIM	$ 4,924		$ 4,924	$ -	$ -	$ -	$ -	$ -	$ 4,923.68	0.00%	0.00%
START UP	$ 4,924		$ 4,924	$ -	$ -	$ -	$ -	$ -	$ 4,923.68	0.00%	0.00%
HVAC THIRD FLOOR											
PRE-ROCK/LINE SET PIPING	$ 24,618		$ 24,618	$ -	$ -	$ -	$ 24,618	$ 2,461.84	$ 2,461.84	100.00%	100.00%
FAU MATERIALS	$ 19,695		$ 19,695	$ -	$ -	$ -	$ 19,695	$ 1,969.47	$ 1,969.47	100.00%	100.00%
ROUGH DUCT	$ 19,695		$ 19,695	$ 19,694.72	$ 1,969.47	$ 17,725.25	$ 19,695	$ 1,969.47	$ 1,969.47	100.00%	100.00%
CONDENSER MATERIALS	$ 19,695		$ 19,695	$ -	$ -	$ -	$ 19,695	$ 1,969.47	$ 1,969.47	100.00%	100.00%
SET CONDENSERS	$ 4,924		$ 4,924	$ 984.74	$ 98.47	$ 886.27	$ 4,924	$ 492.37	$ 492.37	100.00%	100.00%
SET TRIM	$ 4,924		$ 4,924	$ -	$ -	$ -	$ -	$ -	$ 4,923.68	0.00%	0.00%
START UP	$ 4,924		$ 4,924	$ -	$ -	$ -	$ -	$ -	$ 4,923.68	0.00%	0.00%
HVAC FOURTH FLOOR											
PRE-ROCK/LINE SET PIPING	$ 24,618		$ 24,618	$ -	$ -	$ -	$ 24,618	$ 2,461.84	$ 2,461.84	100.00%	100.00%
FAU MATERIALS	$ 19,695		$ 19,695	$ -	$ -	$ -	$ 19,695	$ 1,969.47	$ 1,969.47	100.00%	100.00%
ROUGH DUCT	$ 19,695		$ 19,695	$ -	$ -	$ -	$ -	$ -	$ 19,694.72	0.00%	100.00%
CONDENSER MATERIALS	$ 19,695		$ 19,695	$ -	$ -	$ -	$ 19,695	$ 1,969.47	$ 1,969.47	100.00%	100.00%
SET CONDENSERS	$ 4,924		$ 4,924	$ 984.74	$ 98.47	$ 886.27	$ 4,924	$ 492.37	$ 492.37	100.00%	100.00%

NEVADA CONSTRUCTION SERVICES
2500 North Buffalo Drive
Suite 140
Las Vegas, Nevada 89143

CONSTRUCTION PROGRESS REPORT

Project Name: Manhattan West Condominiums **Date:** 9/4/2008
Project Address: Las Vegas, NV

Site Visit No.: 10 **Date:** 9/4/2008
ManhattanWest Senior Construction Draw No.: 9
Contractor Pay Application No.: 10 **Date:** 7/31/2008
For The Period: 7/1/2008 to 7/31/2008

FUNDING STATEMENT

This analysis is based on a review of the documentation provided, conditions of the project observed on the date of the field inspection and/or verbal communications. See attached schedule of values, percentages of completion, loan budget line item comments and photographs.
The work and progress appear to be adequate and sufficient and Nevada Construction Services recommends funding ManhattanWest Senior Construction Draw # 9 (Contractor Pay Application #10), dated, July 31, 2008, for the amount approved by the borrower of $6,307,487.13.

EXECUTIVE SUMMARY

Building 2 has the first, second and third level concrete slabs poured, the concrete elevator/stair shaft walls complete, the fireproofing complete for the third level, the perimeter framing and exterior drywall complete, the window frames and glass near completion, the common area HVAC, plumbing, electrical and fire sprinkler rough-ins in progress, the common area partition wall framing near complete, the common area drywall hung and the taping substantially complete, the roofing complete, the rooftop units' curbs installed and the stucco finish coat in progress. Building 3 has the first, second and third level concrete slabs poured, the concrete elevator/stair shaft walls poured, the fireproofing complete for the third level, the roofing substantially complete, the perimeter steel stud framing and exterior drywall complete, the aluminum window frames and glass near completion, the stucco lath in progress, the common area steel stud framing and drywall started. Building 7 has the first and second level concrete poured, the structural steel erection near completion, the fireproofing complete through the eighth level, the partition wall framing in progress through the ninth level, all rough-ins in progress through the eighth level and the drywall hanging started. Building 9 has the roofing complete, the stucco lath substantially complete, the stucco scratch, brown and finish coats in progress at varying stages of completion in different sections, the concealed rough-ins complete, the wall drywall hung and the taping and ceiling drywall hanging in progress. Building 8 has the roofing substantially complete, the exterior drywall hung, the stucco in progress, the concealed rough-ins complete and the drywall hanging and taping in progress.

Conformance to Original Specifications Statement: All work completed as of date of inspection appears to conform to current plans, specifications and addenda.

Keith Schleichardt
Inspector

A. Budget

- The project appears to be within the contract budget.
  -
- The project should be completed within the contract budget.
  -
- Pay Applications (Draw Request)
  - The amounts requested are consistent with the value and types of completed construction work in place.
  - Materials stored on site are stored in protected and secure environment to prevent any damage or loss.
  - Materials stored off site are/are not stored in accordance with contract documents requirements.
    - Not applicable at this time.
- Project Changes
  - The proposed change orders should not adversely impact the budget.
  - The costs of the proposed change orders appear to be fair and reasonable.
  - The budget set aside (contingency) for changes appears adequate.
  -

B. Schedule

- The revised project schedule has been submitted to the owner for approval
  - this statement is assuming the pending change orders revising the contract amount and duration are approved
- The project should be completed by the revised schedule.
  - the project should be completed by the pending change orders adjusted time allowances
- Project Changes
  - The proposed changes should not adversely impact the schedule.
    - the proposed change orders request additional contract duration for delays
  - The time requests for proposed changes appear reasonable.
- Recent Milestones and Activities
  - Buildings 2, 8 & 9 stucco in progress; Building 3 stucco lath started
- Upcoming Milestones and Activities
  - Completion of Building 7 structural steel erection
  - Exterior stucco on Buildings 2, 8 and 9
- Project Documentation
  - The contractor is updating (revising) the project schedule accurately and on a regular basis.

C. Quality

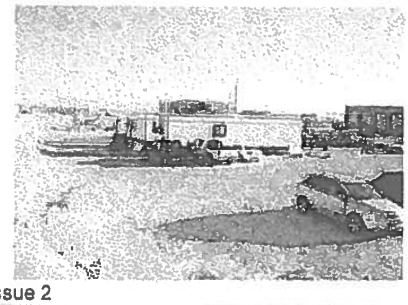
- In-place construction work
  - The quality of the work in place construction work appears to be in compliance with the project plans and specifications.
  -
- Contractor-Subcontractor Coordination
  - The project is sufficiently manned.
  - The Contractor/Subcontractor job site coordination meetings are being held.
  - Sufficient pre-work instructions are being given to the job site subcontractors, by the A/E and/or CM.
  -
- Project Inspections
  - All required code, quality assurance, manufacturers', A/E and CM inspections are being performed. These inspections have been within codes and guidelines required.
  - The project milestones/critical interfaces/systems integration events and activities have been identified. The required/necessary inspections have been coordinated with same.
  -
- Project Changes
  - The proposed changes appear to be consistent with the scope and nature of the project.
  - The proposed changes should not adversely impact the quality of the project.
  -
- Project Documentation
  - The project's record drawings are being regularly updated.
  - All addenda, change documentation, RFIs, ASIs, etc. are being regularly posted into the project's working and record set of plans and specifications.
  - The project's closeout documentation and instructions are adequate to ensure an efficient closeout.

D. Issues

Issues which could adversely impact either the baseline budget, schedule or quality, if they are not resolved properly, are described discussed and evaluated below. Where helpful or useful, photos accompany the text.

- There were no adverse effect issues noted during this inspection.

- Issue 1
  - Identification: Owner / Developer has dicharged and replaced the original General Contractor
  - Impact: None apparent at this time
  - Resolution: New General Contractor has mobilized and assumed project General Contractor responsibilities

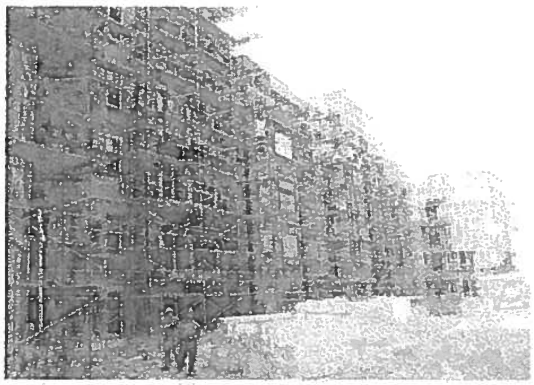


- Issue 2
  - Identification:
  - Impact:
  - Resolution:

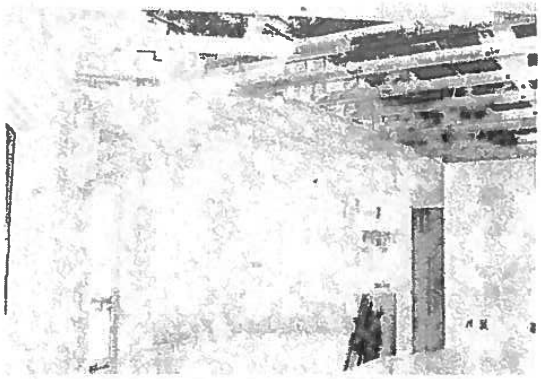
- Issue 3
  - Identification:
  - Impact:
  - Resolution:

Project Photos

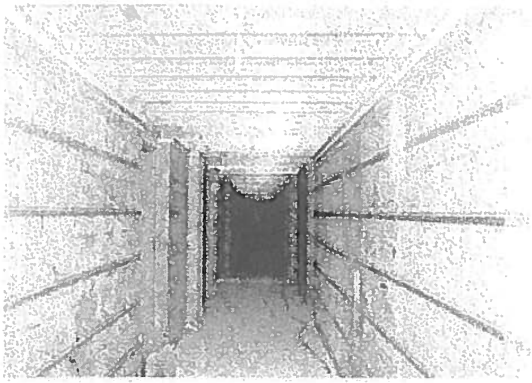
Building 9 south elevation - stucco scratch, brown and finish in progress



Building 9 north elevation

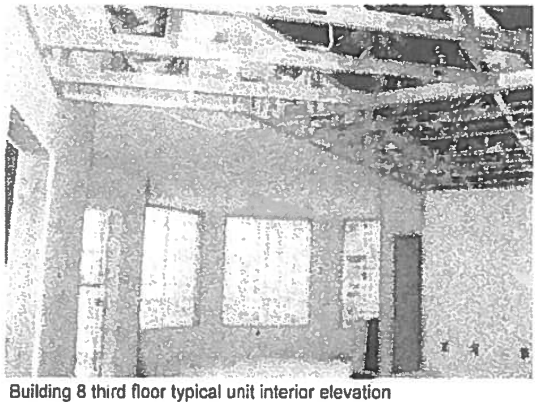


Building 9 second floor typical un t interior elevation



Building 8 second floor corridor interior elevation

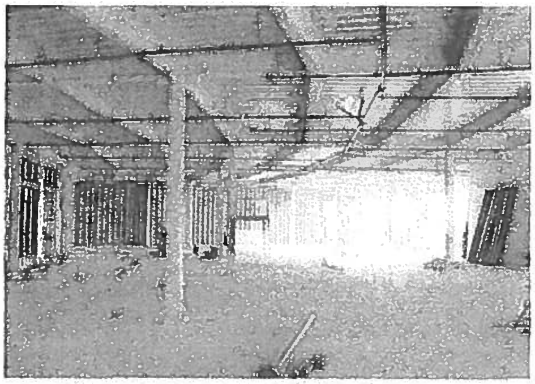
Building #8 north elevation



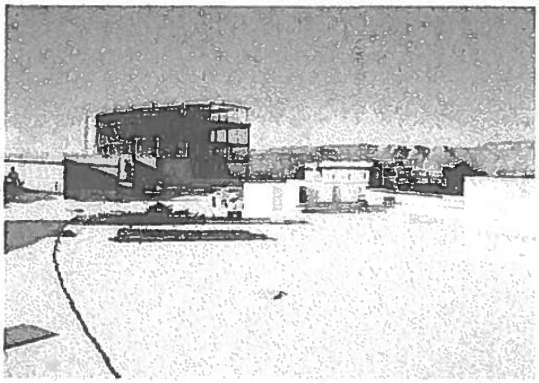
Building 8 third floor typical unit interior elevation

Project Photos

Building #2 west elevation - stucco lath and stucco scratch, brown and finish in progress



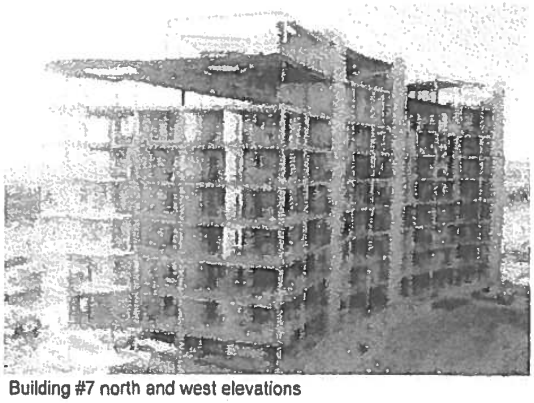
Building 3 first floor south half interior elevation



Building 3 roof - membrane roofing substantially complete, screen and parapit walls' stucco lath in progress

Building 3 west elevation

Building 7 east elevation



Building #7 north and west elevations

Budget Line Item Comments

Loan Budget Line Item	Comment
GRADING	
MOBILIZATION	Substantially complete
SITE PREP/MASS EXCAVATION	Substantially complete
SITE WATER	Substantially complete
SITE STORM SEWER	Substantially complete
SITE SANITARY SEWER	Substantially complete
INSURANCE	As progress requires/justifies
ON/OFFSITE IMPROVEMENTS	
OFFSITES RUSSELL PAVING	Not started
OFFSITES RUSSELL CURB/GUT	Not started
OFFSITES SIDEWALKS RUSSEL	Not started
ASPHALT PAVING PHASE I	Not started
CURB/GUTTER PHASE 1	In progress
SIDEWALKS PHASE 1	Not started
BRICK PAVERS PHASE 1	Not started
SITE FURNISHINGS PHASE 1	Not started
POOLS	Not started
ELECTRICAL ENGINEERING	As progress requires/justifies
MOBILIZATION	As progress requires/justifies
OFFICE TRAILER/ADMIN 24 Mos	As progress requires/justifies
PRJT. ENG, CAD, PRJT. ASST.	As progress requires/justifies
ELECTRICAL PERMITS	As progress requires/justifies
SUBMITTALS	As progress requires/justifies
SUPERVISION/PLANNING/COOR	As progress requires/justifies
FURNISH LANDSCAPE LIGHTING	Not started
FURNISH COURTYARD LIGHTIN	Not started
FURNISH SPORTS LIGHTING	Not started
FURNISH PARKING POLE LIGHT	Not started
APCO CONTRACTOR FEE	As progress requires/justifies

BUILDING 2	
LANDSCAPING	Not started
REINFORCING STEEL LABOR	Complete
REINFORCING STEEL MATERIAL	Complete
EXCAVATE FOOTINGS	Complete
PLACE FOOTINGS	Complete
FORM/PLACE LOWER WALLS	Complete
FORM/PLACE LOWER COLUMNS	Complete
PLACE/FINISH SLAB ON GRADE	Complete
FORM/PLACE MID DECK	Complete
FORM/PLACE MID WALLS	Complete
FORM/PLACE MID COLUMNS	Complete
FORM/PLACE UPPER DECK	Complete
PRECAST FLOOR 1	In progress
PRECAST FLOOR 2	In progress
PRECAST FLOOR 3	In progress
PRECAST FLOOR 4	In progress
MASONRY CMU	Substantially complete
THIN BRICK VENEER	Not started
GRANITE	Not started
STEEL	Complete
FINISH CARPENTRY	Not started
FIREPROOFING	Complete
INSULATION	Substantially complete
ROOFING	Substantially complete
WATERPROOFING	Substantially complete
STUCCO	Brown and finish in progress at varying areas of the exterior
WINDOWS	Frames installed; glass in progress and near completion
STOREFRONT DOORS	In progress
LGMF/DRYWALL	Exterior board complete; Interior board near completion, with common area drywall taping near completion
FLOORING	Not started
PAINTING	Not started
ELEVATORS	Not started
MECH. MOBILIZATION	As progress requires/justifies
MECH. SUBMITTALS	As progress requires/justifies
MECH. GENERAL CONDITIONS	As progress requires/justifies
MECH. CLOSEOUT DOCUMENTS	As progress requires/justifies
HVAC PERMIT	As progress requires/justifies
HVAC PRE-ROCK/LINE SET PIPI	Substantially complete
HVAC EQUIP/FSD MATERIALS	In progress
HVAC ROUGH DUCT	In progress
HVAC SET EQUIPMENT	Not started
HVAC SET TRIM	Not started
HVAC FSD - DD TESTING	Not started
HVAC START UP	Not started

PLUMBING PERMIT	As progress requires/justifies
EXCAVATION/BACKFILL	Substantially complete
U/G SANITARY PIPING	Substantially complete
U/G STORM PIPING	Substantially complete
PRECAST STRUCTURES	Not started
BLDG. WATER SERVICE	Substantially complete
SLEEVES/INSERTS	Substantially complete
A/G WASTE & VENT	Substantially complete
DRAINS/CARRIERS	Substantially complete
A/G STORM PIPING	Substantially complete
A/G DOMESTIC WATER	Substantially complete
PLUMBING TESTING	In progress
PLUMBING FIXTURES	Not started
PLUMBING EQUIPMENT	In progress
PLBG. INSULATION - FIRESTOP	Substantially complete
ELECTRICAL ENGINEERING	As progress requires/justifies
ELECTRICAL MOBILIZATION	As progress requires/justifies
OFFICE TRAILER/ADMIN 24 Mos	As progress requires/justifies
PRJT. ENG, CAD, PRJT. ASST.	As progress requires/justifies
ELECTRICAL PERMITS	As progress requires/justifies
SUBMITTALS	As progress requires/justifies
SUPERVISION/PLANNING/COOR	As progress requires/justifies
LIGHT FIXTURE PACKAGE	Stored
DISTRIBUTION PACKAGE	Rough-in substantially complete
LOW VOLT SYS FA, CCTV, CA	Rough-in substantially complete
2nd SUBLEVEL GAR UG & DECK	Substantially complete
1st SUBLEVEL GAR UG & DECK	Substantially complete
1st FLOOR ROUGH & TRIM	In progress
2nd FLOOR ROUGH & TRIM	In progress
3rd FLOOR ROUGH & TRIM	In progress
4th FLOOR ROUGH & TRIM	In progress
ROOF PLAN	In progress
APCO CONTRACTOR FEE	As progress requires/justifies

BUILDING 3	
LANDSCAPING	Not started
REINFORCING STEEL LABOR	Substantially complete
REINFORCING STEEL MATERIAL	Substantially complete
EXCAVATE FOOTINGS	Complete
PLACE FOOTINGS	Complete
FORM/PLACE LOWER WALLS	Complete
FORM/PLACE LOWER COLUMNS	Complete
PLACE/FINISH SLAB ON GRADE	Complete
FORM/PLACE MID DECK	Complete
FORM/PLACE MID WALLS	Complete
FORM/PLACE MID COLUMNS	Complete
FORM/PLACE UPPER DECK	Complete
PRECAST FLOOR 1	Not started
PRECAST FLOOR 2	Not started
PRECAST FLOOR 3	Not started
PRECAST FLOOR 4	Not started
MASONRY CMU	Not started
THIN BRICK VENEER	Not started
GRANITE	Not started
STEEL	Complete
FINISH CARPENTRY	Not started
FIREPROOFING	Complete
INSULATION	In progress
ROOFING	Substantially complete
WATERPROOFING	Below grade perimeter walls substantially complete; backfilling in progress
STUCCO	Lath started
WINDOWS	Frames substantially complete and glass in progress; additional materials stored and in progress
STOREFRONT DOORS	Frames substantially complete and glass in progress; additional materials stored and in progress
LGMF/DRYWALL	In progress
FLOORING	Not started
PAINTING	Not started
ELEVATORS	Not started
MECH. MOBILIZATION	As progress requires/justifies
MECH. SUBMITTALS	As progress requires/justifies
MECH. GENERAL CONDITIONS	As progress requires/justifies
MECH. CLOSEOUT DOCUMENTS	As progress requires/justifies
HVAC PERMIT	As progress requires/justifies
HVAC PRE-ROCK/LINE SET PIPI	In progress
HVAC EQUIP/FSD MATERIALS	In progress
HVAC ROUGH DUCT	In progress
HVAC SET EQUIPMENT	Not started
HVAC SET TRIM	Not started
HVAC FSD - DD TESTING	Not started
HVAC START UP	Not started

PLUMBING PERMIT	As progress requires/justifies
EXCAVATION/BACKFILL	Substantially complete
U/G SANITARY PIPING	Substantially complete
U/G STORM PIPING	Substantially complete
PRECAST STRUCTURES	Not started
BLDG. WATER SERVICE	Substantially complete
SLEEVES/INSERTS	Substantially complete
A/G WASTE & VENT	In progress
DRAINS/CARRIERS	In progress
A/G STORM PIPING	Substantially complete
A/G DOMESTIC WATER	In progress
PLUMBING TESTING	In progress
PLUMBING FIXTURES	Not started
PLUMBING EQUIPMENT	In progress
INSULATION - FIRESTOP	In progress
ELECTRICAL ENGINEERING	As progress requires/justifies
ELECTRICAL MOBILIZATION	As progress requires/justifies
OFFICE TRAILER/ADMIN 24 Mos	As progress requires/justifies
PRJT. ENG, CAD, PRJT. ASST.	As progress requires/justifies
ELECTRICAL PERMITS	As progress requires/justifies
SUBMITTALS	As progress requires/justifies
SUPERVISION/PLANNING/COOR	As progress requires/justifies
LIGHT FIXTURE PACKAGE	Stored on site
DISTRIBUTION PACKAGE	Rough-In In progress
LOW VOLT SYS FA, CCTV, CA	Rough-In In progress
2nd SUBLEVEL GAR UG & DECK	Substantially complete
1st SUBLEVEL GAR UG & DECK	Substantially complete
1st FLOOR ROUGH & TRIM	In progress
2nd FLOOR ROUGH & TRIM	In progress
3rd FLOOR ROUGH & TRIM	In progress
4th FLOOR ROUGH & TRIM	Not started
ROOF PLAN	Not started
APCO CONTRACTOR FEE	As progress requires/justifies

BUILDING 7	
LANDSCAPE	Not started
REINFORCING STEEL LABOR	Complete through the ninth level and tenth level in progress
REINFORCING STEEL MATERIAL	Complete through the ninth level and tenth level in progress
EXCAVATE FOOTINGS	Substantially complete
PLACE FOOTINGS	Substantially complete
FORM/PLACE WALLS	Substantially complete
FORM/PLACE COLUMNS	Substantially complete
PLACE SLAB ON GRADE	Substantially complete
FORM/PLACE DECK	Substantially complete
PLACE 2ND FLOOR	Substantially complete
PLACE 3RD FLOOR	Substantially complete
PLACE 4TH FLOOR	Substantially complete
PLACE 5TH FLOOR	Substantially complete
PLACE 6TH FLOOR	Substantially complete
PLACE 7TH FLOOR	Substantially complete
PLACE 8TH FLOOR	Substantially complete
PLACE 9TH FLOOR/ROOF	Substantially complete
MASONRY CMU	Not started
GRANITE	Not started
STEEL	Near completion - roof trusses and decking in progress
MISC. STEEL	Fabricated steel stairs, landings, railings stored on site; installation in progress
FINISH CARPENTRY	Not started
FIREPROOFING	Complete through the ninth level; tenth in progress
INSULATION	Not started
ROOFING	Not started
WATERPROOFING	Below grade perimeter walls substantially complete and backfilled
GLASS/GLAZING	Draw for deposit/stored/fabricated materials?
LGMF/DRYWALL	Framing in progress through ninth floor; fire seperation drywall and taping in progress on second, third and fourth floors
FLOORING	Not started
PAINTING	Not started
APPLIANCES	Not started
ELEVATORS	Not started
MECH. MOBILIZATION	As progress requires/justifies
MECH. SUBMITTALS	As progress requires/justifies
MECH. GENERAL CONDITIONS	As progress requires/justifies
MECH. CLOSEOUT DOCUMENTS	As progress requires/justifies
HVAC FIRST FLOOR	
PERMIT	As progress requires/justifies
PRE-ROCK/LINE SET PIPING	In progress
FAU MATERIALS	In progress
ROUGH DUCT	In progress
CONDENSER MATERIALS	Not started
SET CONDENSERS	Not started
SET TRIM	Not started
START UP	Not started

HVAC SECOND FLOOR	
PRE-ROCK/LINE SET PIPING	In progress
FAU MATERIALS	In progress
ROUGH DUCT	In progress
CONDENSER MATERIALS	Not started
SET CONDENSERS	Not started
SET TRIM	Not started
START UP	Not started
HVAC THIRD FLOOR	
PRE-ROCK/LINE SET PIPING	In progress
FAU MATERIALS	In progress
ROUGH DUCT	In progress
CONDENSER MATERIALS	Not started
SET CONDENSERS	Not started
SET TRIM	Not started
START UP	Not started
HVAC FOURTH FLOOR	
PRE-ROCK/LINE SET PIPING	In progress
FAU MATERIALS	In progress
ROUGH DUCT	In progress
CONDENSER MATERIALS	Not started
SET CONDENSERS	Not started
SET TRIM	Not started
START UP	Not started
HVAC FIFTH FLOOR	
PRE-ROCK/LINE SET PIPING	In progress
FAU MATERIALS	In progress
ROUGH DUCT	In progress
CONDENSER MATERIALS	Not started
SET CONDENSERS	Not started
SET TRIM	Not started
START UP	Not started
HVAC SIXTH FLOOR	
PRE-ROCK/LINE SET PIPING	In progress
FAU MATERIALS	In progress
ROUGH DUCT	In progress
CONDENSER MATERIALS	Not started
SET CONDENSERS	Not started
SET TRIM	Not started
START UP	Not started
HVAC SEVENTH FLOOR	
PRE-ROCK/LINE SET PIPING	In progress
FAU MATERIALS	In progress
ROUGH DUCT	In progress
CONDENSER MATERIALS	Not started
SET CONDENSERS	Not started
SET TRIM	Not started
START UP	Not started

HVAC EIGHTH FLOOR	
PRE-ROCK/LINE SET PIPING	In progress
FAU MATERIALS	In progress
ROUGH DUCT	In progress
CONDENSER MATERIALS	Not started
SET CONDENSERS	Not started
SET TRIM	Not started
START UP	Not started
HVAC NINTH FLOOR	
PRE-ROCK/LINE SET PIPING	In progress
FAU MATERIALS	In progress
ROUGH DUCT	In progress
CONDENSER MATERIALS	Not started
SET CONDENSERS	Not started
SET TRIM	Not started
START UP	Not started
HVAC COMMON AREA/ROOF	
PRE-ROCK/LINE SET PIPING	In progress
FAU-RTU MATERIALS	In progress
ROUGH DUCT	In progress
RTU MATERIALS	Deposit/stored/fabricatation
SET EQUIPMENT	Not started
SET TRIM	Not started
START UP	Not started
PLUMBING BELOW PODIUM	
PERMIT	As progress requires/justifies
EXCAVATION/BACKFILL	Substantially complete
U/G SANITARY PIPING	Substantially complete
U/G STORM PIPING	Substantially complete
PRECAST STRUCTURES	Not started
BLDG. WATER SERVICE	Substantially complete
PLUMBING FIRST FLOOR	
A/G WASTE & VENT	In progress
DRAINS/CARRIERS	In progress
SLEEVES/INSERTS	Substantially complete
A/G STORM PIPING	In progress
A/G DOMESTIC WATER	In progress
A/G GAS PIPING	In progress
TUBS & HOOKUPS	In progress
PLUMBING FIXTURES	In progress
PLUMBING EQUIPMENT	Not started
CONDENSATE PIPING	Not started
PLUMBING TESTING	Not started
PLUMBING IDENTIFICATION	Not started
INSULATION - FIRESTOP	In progress

PLUMBING SECOND FLOOR	
A/G WASTE & VENT	In progress
DRAINS/CARRIERS	In progress
SLEEVES/INSERTS	Substantially complete
A/G STORM PIPING	In progress
A/G DOMESTIC WATER	In progress
A/G GAS PIPING	In progress
TUBS & HOOKUPS	In progress
PLUMBING FIXTURES	In progress
PLUMBING EQUIPMENT	Not started
CONDENSATE PIPING	Not started
PLUMBING TESTING	Not started
PLUMBING IDENTIFICATION	Not started
INSULATION - FIRESTOP	In progress
PLUMBING THIRD FLOOR	
A/G WASTE & VENT	In progress
DRAINS/CARRIERS	In progress
SLEEVES/INSERTS	Substantially complete
A/G STORM PIPING	In progress
A/G DOMESTIC WATER	In progress
A/G GAS PIPING	In progress
TUBS & HOOKUPS	In progress
PLUMBING FIXTURES	In progress
PLUMBING EQUIPMENT	Not started
CONDENSATE PIPING	Not started
PLUMBING TESTING	Not started
PLUMBING IDENTIFICATION	Not started
INSULATION - FIRESTOP	In progress
PLUMBING FOURTH FLOOR	
A/G WASTE & VENT	In progress
DRAINS/CARRIERS	In progress
SLEEVES/INSERTS	Substantially complete
A/G STORM PIPING	In progress
A/G DOMESTIC WATER	In progress
A/G GAS PIPING	In progress
TUBS & HOOKUPS	In progress
PLUMBING FIXTURES	In progress
PLUMBING EQUIPMENT	Not started
CONDENSATE PIPING	Not started
PLUMBING TESTING	Not started
PLUMBING IDENTIFICATION	Not started
INSULATION - FIRESTOP	In progress

PLUMBING FIFTH FLOOR	
A/G WASTE & VENT	In progress
DRAINS/CARRIERS	In progress
SLEEVES/INSERTS	Substantially complete
A/G STORM PIPING	In progress
A/G DOMESTIC WATER	In progress
A/G GAS PIPING	In progress
TUBS & HOOKUPS	In progress
PLUMBING FIXTURES	In progress
PLUMBING EQUIPMENT	Not started
CONDENSATE PIPING	Not started
PLUMBING TESTING	Not started
PLUMBING IDENTIFICATION	Not started
INSULATION - FIRESTOP	In progress
PLUMBING SIXTH FLOOR	
A/G WASTE & VENT	In progress
DRAINS/CARRIERS	In progress
SLEEVES/INSERTS	Substantially complete
A/G STORM PIPING	In progress
A/G DOMESTIC WATER	In progress
A/G GAS PIPING	In progress
TUBS & HOOKUPS	In progress
PLUMBING FIXTURES	In progress
PLUMBING EQUIPMENT	Not started
CONDENSATE PIPING	Not started
PLUMBING TESTING	Not started
PLUMBING IDENTIFICATION	Not started
INSULATION - FIRESTOP	In progress
PLUMBING SEVENTH FLOOR	
A/G WASTE & VENT	In progress
DRAINS/CARRIERS	In progress
SLEEVES/INSERTS	Substantially complete
A/G STORM PIPING	In progress
A/G DOMESTIC WATER	In progress
A/G GAS PIPING	In progress
TUBS & HOOKUPS	In progress
PLUMBING FIXTURES	In progress
PLUMBING EQUIPMENT	Not started
CONDENSATE PIPING	Not started
PLUMBING TESTING	Not started
PLUMBING IDENTIFICATION	Not started
INSULATION - FIRESTOP	In progress
PLUMBING EIGHTH FLOOR	
A/G WASTE & VENT	In progress
DRAINS/CARRIERS	In progress
SLEEVES/INSERTS	Substantially complete
A/G STORM PIPING	In progress
A/G DOMESTIC WATER	In progress
A/G GAS PIPING	In progress
TUBS & HOOKUPS	In progress
PLUMBING FIXTURES	In progress
PLUMBING EQUIPMENT	Not started
CONDENSATE PIPING	Not started
PLUMBING TESTING	Not started
PLUMBING IDENTIFICATION	Not started
INSULATION - FIRESTOP	In progress

PLUMBING NINTH FLOOR	
A/G WASTE & VENT	In progress
DRAINS/CARRIERS	In progress
SLEEVES/INSERTS	Substantially complete
A/G STORM PIPING	In progress
A/G DOMESTIC WATER	Not started
A/G GAS PIPING	Not started
TUBS & HOOKUPS	Not started
PLUMBING FIXTURES	Not started
PLUMBING EQUIPMENT	Not started
CONDENSATE PIPING	Not started
PLUMBING TESTING	Not started
PLUMBING IDENTIFICATION	Not started
INSULATION - FIRESTOP	Not started
ELECTRICAL	
ELECTRICAL ENGINEERING	As progress requires/justifies
ELECTRICAL MOBILIZATION	As progress requires/justifies
OFFICE TRAILER/ADMIN 24 Mos	As progress requires/justifies
PRJT. ENG, CAD, PRJT. ASST.	As progress requires/justifies
ELECTRICAL PERMITS	As progress requires/justifies
SUBMITTALS	As progress requires/justifies
SUPERVISION/PLANNING/COOR	As progress requires/justifies
LIGHT FIXTURE PACKAGE	Stored on site
DISTRIBUTION PACKAGE	Rough-in in progress
LOW VOLT SYS FA, CCTV, CA	Rough-in in progress
GENERATOR	Not started
UNDERSLAB BRANCH CONDUIT	Substantially complete
GARAGE & 1st FLR CONDUIT &	Substantially complete
1st FLR RGH WALLS/CEILINGS	In progress
1st FLR DEVICE & FIXTURE TRIM	Not started
2nd FLR RGH WALLS/CEILINGS	In progress
2nd FLR DEVICE & FIXTURE TRI	Not started
3rd FLR RGH WALLS/CEILINGS	In progress
3rd FLR DEVICE & FIXTURE TRIM	Not started
4th FLR RGH WALLS/CEILINGS	In progress
4th FLR DEVICE & FIXTURE TRIM	Not started
5th FLR RGH WALLS/CEILINGS	In progress
5th FLR DEVICE & FIXTURE TRIM	Not started
6th FLR RGH WALLS/CEILINGS	In progress
6th FLR DEVICE & FIXTURE TRIM	Not started
7th FLR RGH WALLS/CEILINGS	In progress
7th FLR DEVICE & FIXTURE TRIM	Not started
8th FLR RGH WALLS/CEILINGS	In progress
8th FLR DEVICE & FIXTURE TRIM	Not started
9th FLR RGH WALLS/CEILINGS	Not started
9th FLR DEVICE & FIXTURE TRIM	Not started
APCO CONTRACTOR FEE	As progress requires/justifies

BUILDING 8	
LANDSCAPING	Not started
REINFORCING STEEL LABOR	Complete
REINFORCING STEEL MATERIAL	Complete
EXCAVATE FOOTINGS	Complete
PLACE FOOTINGS	Complete
FORM/PLACE WALLS	Complete
FORM/PLACE COLUMNS	Complete
PLACE SLAB ON GRADE	Complete
FORM/PLACE DECK	Complete
LTWEIGHT CONCRETE	Not started
PRECAST FLOOR 1	Not started
PRECAST FLOOR 2	Not started
PRECAST FLOOR 3	Not started
PRECAST FLOOR 4	Not started
MASONRY CMU	Not started
THIN BRICK VENEER	Not started
GRANITE	Not started
MISC. STEEL	Not started
WOOD FRAMING L1 LABOR/EQU	Complete
WOOD FRAMING L1 MATERIAL	Complete
WOOD FRAMING L2 LABOR/EQU	Complete
WOOD FRAMING L2 MATERIAL	Complete
WOOD FRAMING L3 LABOR/EQU	Complete
WOOD FRAMING L3 MATERIAL	Complete
WOOD FRAMING L4 LABOR/EQU	Complete
WOOD FRAMING L4 MATERIAL	Complete
WOOD FRAMING RF LABOR/EQU	Complete
WOOD FRAMING RF MATERIAL	Complete
FINISH CARPENTRY	Not started
INSULATION	Substantially complete
ROOFING	Substantially complete
WATERPROOFING	Below grade perimeter walls substantially complete and backfilled
STUCCO	Scratch and brown coat in progress
WINDOWS	Substantially complete
DRYWALL	Wall and ceiling drywall hanging in progress
FLOORING	Not started
PAINTING	Not started
APPLIANCES	Not started
ELEVATORS	Not started
MECH. MOBILIZATION	As progress requires/justifies
MECH. SUBMITTALS	As progress requires/justifies
MECH. GENERAL CONDITIONS	As progress requires/justifies
MECH. CLOSEOUT DOCUMENTS	As progress requires/justifies

HVAC FIRST FLOOR	
PERMIT	As progress requires/justifies
PRE-ROCK/LINE SET PIPING	Substantially complete
FAU MATERIALS	Not started
ROUGH DUCT	In progress
CONDENSER MATERIALS	Rooftop units substantially installed
SET CONDENSERS	Rooftop units substantially installed
SET TRIM	Not started
START UP	Not started
HVAC SECOND FLOOR	
PRE-ROCK/LINE SET PIPING	Substantially complete
FAU MATERIALS	Not started
ROUGH DUCT	In progress
CONDENSER MATERIALS	Rooftop units substantially installed
SET CONDENSERS	Rooftop units substantially installed
SET TRIM	Not started
START UP	Not started
HVAC THIRD FLOOR	
PRE-ROCK/LINE SET PIPING	Substantially complete
FAU MATERIALS	Not started
ROUGH DUCT	In progress
CONDENSER MATERIALS	Rooftop units substantially installed
SET CONDENSERS	Rooftop units substantially installed
SET TRIM	Not started
START UP	Not started
HVAC FOURTH FLOOR	
PRE-ROCK/LINE SET PIPING	Substantially complete
FAU MATERIALS	Not started
ROUGH DUCT	In progress
CONDENSER MATERIALS	Rooftop units substantially installed
SET CONDENSERS	Rooftop units substantially installed
SET TRIM	Not started
START UP	Not started
HVAC COMMON AREA/ROOF	
PRE-ROCK/LINE SET PIPING	In progress
FAU MATERIALS	Not started
ROUGH DUCT	In progress
RTU MATERIALS	In progress
SET EQUIPMENT	In progress
SET TRIM	Not started
START UP	Not started

PLUMBING BELOW PODIUM	
PERMIT	As progress requires/justifies
EXCAVATION/BACKFILL	Substantially complete
U/G SANITARY PIPING	Substantially complete
U/G STORM PIPING	Substantially complete
PRECAST STRUCTURES	Not started
PLUMBING FIRST FLOOR	
A/G WASTE & VENT	Substantially complete
DRAINS/CARRIERS	Substantially complete
SLEEVES/INSERTS	Substantially complete
A/G STORM PIPING	Substantially complete
A/G DOMESTIC WATER	Substantially complete
A/G GAS PIPING	Substantially complete
TUBS & HOOKUPS	Substantially complete
PLUMBING FIXTURES	Not started
PLUMBING EQUIPMENT	Not started
CONDENSATE PIPING	Substantially complete
PLUMBING TESTING	In progress
PLUMBING IDENTIFICATION	Not started
INSULATION - FIRESTOP	In progress
PLUMBING SECOND FLOOR	
A/G WASTE & VENT	Substantially complete
DRAINS/CARRIERS	Substantially complete
A/G STORM PIPING	Substantially complete
A/G DOMESTIC WATER	Substantially complete
A/G GAS PIPING	Substantially complete
TUBS & HOOKUPS	Substantially complete
PLUMBING FIXTURES	Not started
PLUMBING EQUIPMENT	Not started
CONDENSATE PIPING	Substantially complete
PLUMBING TESTING	In progress
PLUMBING IDENTIFICATION	Not started
INSULATION - FIRESTOP	In progress
PLUMBING THIRD FLOOR	
A/G WASTE & VENT	Substantially complete
DRAINS/CARRIERS	Substantially complete
A/G STORM PIPING	Substantially complete
A/G DOMESTIC WATER	Substantially complete
A/G GAS PIPING	Substantially complete
TUBS & HOOKUPS	Substantially complete
PLUMBING FIXTURES	Not started
PLUMBING EQUIPMENT	Not started
CONDENSATE PIPING	Substantially complete
PLUMBING TESTING	In progress
PLUMBING IDENTIFICATION	Not started
INSULATION - FIRESTOP	In progress

PLUMBING FOURTH FLOOR	
A/G WASTE & VENT	Substantially complete
DRAINS/CARRIERS	Substantially complete
A/G STORM PIPING	Substantially complete
A/G DOMESTIC WATER	Substantially complete
A/G GAS PIPING	Substantially complete
TUBS & HOOKUPS	Substantially complete
PLUMBING FIXTURES	Not started
PLUMBING EQUIPMENT	Not started
CONDENSATE PIPING	Substantially complete
PLUMBING TESTING	In progress
PLUMBING IDENTIFICATION	Not started
INSULATION - FIRESTOP	In progress
ELECTRICAL	
ELECTRICAL ENGINEERING	As progress requires/justifies
ELECTRICAL MOBILIZATION	As progress requires/justifies
OFFICE TRAILER/ADMIN 24 Mos	As progress requires/justifies
PRJT. ENG, CAD, PRJT. ASST.	As progress requires/justifies
ELECTRICAL PERMITS	As progress requires/justifies
SUBMITTALS	As progress requires/justifies
SUPERVISION/PLANNING/COOR	As progress requires/justifies
LIGHT FIXTURE PACKAGE	In progress
DISTRIBUTION PACKAGE	Rough-ins complete
LOW VOLT SYS FA, CCTV, CA	Rough-ins complete
UNDERSLAB BRANCH CONDUIT	Substantially complete
GARAGE & 1st FLR CONDUIT &	Substantially complete
1st FLR RGH WALLS/CEILINGS	Complete
1st FLR DEVICE & FIXTURE TRIM	Not started
2nd FLR RGH WALLS/CEILINGS	Complete
2nd FLR DEVICE & FIXTURE TRI	Not started
3rd FLR RGH WALLS/CEILINGS	Complete
3rd FLR DEVICE & FIXTURE TRIM	Not started
4th FLR RGH WALLS/CEILINGS	Complete
4th FLR DEVICE & FIXTURE TRIM	Not started
APCO CONTRACTOR FEE	As progress requires/justifies

BUILDING 9	
LANDSCAPING	Not started
REINFORCING STEEL LABOR	Complete
REINFORCING STEEL MATERIAL	Complete
EXCAVATE FOOTINGS	Complete
PLACE FOOTINGS	Complete
FORM/PLACE WALLS	Complete
FORM/PLACE COLUMNS	Complete
PLACE SLAB ON GRADE	Complete
FORM/PLACE DECK	Complete
LTWT CONCRETE	Not started
PRECAST FLOOR 1	Not started
PRECAST FLOOR 2	Not started
PRECAST FLOOR 3	Not started
PRECAST FLOOR 4	Not started
MASONRY CMU	Not started
THIN BRICK VENEER	Not started
GRANITE	Not started
MISC. STEEL	Not started
WOOD FRAMING L1 LABOR/EQU	Complete
WOOD FRAMING L1 MATERIAL	Complete
WOOD FRAMING L2 LABOR/EQU	Complete
WOOD FRAMING L2 MATERIAL	Complete
WOOD FRAMING L3 LABOR/EQU	Complete
WOOD FRAMING L3 MATERIAL	Complete
WOOD FRAMING L4 LABOR/EQU	Complete
WOOD FRAMING L4 MATERIAL	Complete
WOOD FRAMING RF LABOR/EQU	Complete
WOOD FRAMING RF MATERIAL	Complete
FINISH CARPENTRY	Not started
INSULATION	Substantially complete
ROOFING	Substantially complete
WATERPROOFING	Below grade perimeter walls substantially complete and backfilled
STUCCO	Scratch and brown coat in progress
WINDOWS	Substantially complete
DRYWALL	Wall and ceiling drywall hanging in progress
FLOORING	Not started
PAINTING	Not started
APPLIANCES	Not started
ELEVATORS	Not started
MECH. MOBILIZATION	As progress requires/justifies
MECH. SUBMITTALS	As progress requires/justifies
MECH. GENERAL CONDITIONS	As progress requires/justifies
MECH. CLOSEOUT DOCUMENTS	As progress requires/justifies

HVAC FIRST FLOOR	
PERMIT	As progress requires/justifies
PRE-ROCK/LINE SET PIPING	Substantially complete
FAU MATERIALS	Not started
ROUGH DUCT	In progress
CONDENSER MATERIALS	Rooftop units substantially installed
SET CONDENSERS	Rooftop units substantially installed
SET TRIM	Not started
START UP	Not started
HVAC SECOND FLOOR	
PRE-ROCK/LINE SET PIPING	Substantially complete
FAU MATERIALS	Not started
ROUGH DUCT	In progress
CONDENSER MATERIALS	Rooftop units substantially installed
SET CONDENSERS	Rooftop units substantially installed
SET TRIM	Not started
START UP	Not started
HVAC THIRD FLOOR	
PRE-ROCK/LINE SET PIPING	Substantially complete
FAU MATERIALS	Not started
ROUGH DUCT	In progress
CONDENSER MATERIALS	Rooftop units substantially installed
SET CONDENSERS	Rooftop units substantially installed
SET TRIM	Not started
START UP	Not started
HVAC FOURTH FLOOR	
PRE-ROCK/LINE SET PIPING	Substantially complete
FAU MATERIALS	Not started
ROUGH DUCT	In progress
CONDENSER MATERIALS	Rooftop units substantially installed
SET CONDENSERS	Rooftop units substantially installed
SET TRIM	Not started
START UP	Not started
HVAC COMMON AREA/ROOF	
PRE-ROCK/LINE SET PIPING	In progress
FAU-RTU MATERIALS	Not started
ROUGH DUCT	In progress
RTU MATERIALS	In progress
SET EQUIPMENT	In progress
SET TRIM	Not started
START UP	Not started

PLUMBING BELOW PODIUM	
PERMIT	As progress requires/justifies
EXCAVATION/BACKFILL	Substantially complete
U/G SANITARY PIPING	Substantially complete
U/G STORM PIPING	Substantially complete
PRECAST STRUCTURES	Not started
PLUMBING FIRST FLOOR	
A/G WASTE & VENT	Substantially complete
DRAINS/CARRIERS	Substantially complete
SLEEVES/INSERTS	Substantially complete
A/G STORM PIPING	Substantially complete
A/G DOMESTIC WATER	Substantially complete
A/G GAS PIPING	Substantially complete
TUBS & HOOKUPS	Substantially complete
PLUMBING FIXTURES	Not started
PLUMBING EQUIPMENT	Not started
CONDENSATE PIPING	Substantially complete
PLUMBING TESTING	In progress
PLUMBING IDENTIFICATION	Not started
INSULATION - FIRESTOP	In progress
PLUMBING SECOND FLOOR	
A/G WASTE & VENT	Substantially complete
DRAINS/CARRIERS	Substantially complete
A/G STORM PIPING	Substantially complete
A/G DOMESTIC WATER	Substantially complete
A/G GAS PIPING	Substantially complete
TUBS & HOOKUPS	Substantially complete
PLUMBING FIXTURES	Not started
PLUMBING EQUIPMENT	Not started
CONDENSATE PIPING	Substantially complete
PLUMBING TESTING	In progress
PLUMBING IDENTIFICATION	Not started
INSULATION - FIRESTOP	In progress
PLUMBING THIRD FLOOR	
A/G WASTE & VENT	Substantially complete
DRAINS/CARRIERS	Substantially complete
A/G STORM PIPING	Substantially complete
A/G DOMESTIC WATER	Substantially complete
A/G GAS PIPING	Substantially complete
TUBS & HOOKUPS	Substantially complete
PLUMBING FIXTURES	Not started
PLUMBING EQUIPMENT	Not started
CONDENSATE PIPING	Substantially complete
PLUMBING TESTING	In progress
PLUMBING IDENTIFICATION	Not started
INSULATION - FIRESTOP	In progress

PLUMBING FOURTH FLOOR	
A/G WASTE & VENT	Substantially complete
DRAINS/CARRIERS	Substantially complete
A/G STORM PIPING	Substantially complete
A/G DOMESTIC WATER	Substantially complete
A/G GAS PIPING	Substantially complete
TUBS & HOOKUPS	Substantially complete
PLUMBING FIXTURES	Not started
PLUMBING EQUIPMENT	Not started
CONDENSATE PIPING	Substantially complete
PLUMBING TESTING	In progress
PLUMBING IDENTIFICATION	Not started
INSULATION - FIRESTOP	In progress
ELECTRICAL	
ELECTRICAL ENGINEERING	As progress requires/justifies
ELECTRICAL MOBILIZATION	As progress requires/justifies
OFFICE TRAILER/ADMIN 24 Mos	As progress requires/justifies
PRJT. ENG, CAD, PRJT. ASST.	As progress requires/justifies
ELECTRICAL PERMITS	As progress requires/justifies
SUBMITTALS	As progress requires/justifies
SUPERVISION/PLANNING/COOR	As progress requires/justifies
LIGHT FIXTURE PACKAGE	In progress
DISTRIBUTION PACKAGE	Rough-ins complete
LOW VOLT SYS FA, CCTV, CA	Rough-ins complete
UNDERSLAB BRANCH CONDUIT	Substantially complete
GARAGE & 1st FLR CONDUIT &	Substantially complete
1st FLR RGH WALLS/CEILINGS	Complete
1st FLR DEVICE & FIXTURE TRIM	Not started
2nd FLR RGH WALLS/CEILINGS	Complete
2nd FLR DEVICE & FIXTURE TRI	Not started
3rd FLR RGH WALLS/CEILINGS	Complete
3rd FLR DEVICE & FIXTURE TRIM	Not started
4th FLR RGH WALLS/CEILINGS	Complete
4th FLR DEVICE & FIXTURE TRIM	Not started
APCO CONTRACTOR FEE	As progress requires/justifies

NCS Loan Budget Item Status/Activity

Loan Budget Item	Original Loan Budget Amount	APCO Request Change Order Amount	Revised Budget Amount	Borrower's Requested Gross This Draw	Retention Withheld This Draw	Borrower's Requested Net This Draw	Borrower's Requested Gross To Date	Retention Withheld To Date	Line Item Balance Remaining Including Retention	Total Percentage Requested	Inspection Percentage Observed
GRADING											
MOBILIZATION	$ 45,000	$ -	$ 45,000	$ -	$ -	$ -	$ 45,000	$ 2,250.00	$ 2,250.00	100.00%	100.00%
SITE PREP/MASS EXCAVATION	$ 2,559,000	$ -	$ 2,559,000	$ -	$ -	$ -	$ 2,559,000	$ 127,950.00	$ 127,950.00	100.00%	100.00%
SITE WATER	$ 647,000	$ -	$ 647,000	$ -	$ -	$ -	$ 636,720	$ 31,836.00	$ 42,116.00	98.41%	99.00%
SITE STORM SEWER	$ 511,000	$ -	$ 511,000	$ -	$ -	$ -	$ 500,760	$ 25,039.00	$ 35,259.00	98.00%	100.00%
SITE SANITARY SEWER	$ 615,000	$ -	$ 615,000	$ -	$ -	$ -	$ 590,400	$ 29,520.00	$ 54,120.00	96.00%	99.00%
INSURANCE	$ 150,700	$ -	$ 150,700	$ -	$ -	$ -	$ 150,700	$ 7,535.00	$ 7,535.00	100.00%	100.00%
SUBTOTAL GRADING	$ 4,527,700	$ -	$ 4,527,700	$ -	$ -	$ -	$ 4,482,600	$ 224,130.00	$ 269,230.00	99.00%	99.71%
ON/OFFSITE IMPROVEMENTS											
OFFSITES RUSSELL PAVING	$ 222,750		$ 222,750	$ -	$ -	$ -	$ -	$ -	$ 222,750.00	0.00%	0.00%
OFFSITES RUSSELL CURB/GUTTER	$ 92,000		$ 77,000	$ -	$ -	$ -	$ -	$ -	$ 77,000.00	0.00%	0.00%
OFFSITES SIDEWALKS RUSSELL	$ 210,000		$ 10,000	$ -	$ -	$ -	$ -	$ -	$ 10,000.00	0.00%	0.00%
ASPHALT PAVING PHASE I	$ 289,600		$ 289,600	$ 8,500.00	$ 850.00	$ 7,650.00	$ 43,928	$ 4,392.75	$ 250,065.25	15.17%	20.00%
CURB/GUTTER PHASE 1	$ 113,020		$ 113,020	$ -	$ -	$ -	$ -	$ -	$ 113,020.00	0.00%	0.00%
SIDEWALKS PHASE 1	$ 220,000		$ 220,000	$ -	$ -	$ -	$ -	$ -	$ 220,000.00	0.00%	0.00%
BRICK PAVERS PHASE 1	$ 255,000		$ 221,844	$ -	$ -	$ -	$ -	$ -	$ 221,844.00	0.00%	0.00%
SITE FURNISHINGS PHASE 1	$ 100,000		$ 100,000	$ -	$ -	$ -	$ -	$ -	$ 100,000.00	0.00%	0.00%
POOLS	$ 460,000		$ 460,000	$ -	$ -	$ -	$ -	$ -	$ 460,000.00	0.00%	0.00%
ELECTRICAL ENGINEERING	$ 6,200		$ 6,200	$ -	$ -	$ -	$ -	$ -	$ 6,200.00	0.00%	0.00%
MOBILIZATION	$ 6,800		$ -	$ -	$ -	$ -	$ -	$ -	$ -		
OFFICE TRAILER/ADMIN 24 Mos.	$ 4,800		$ 4,800	$ -	$ -	$ -	$ -	$ -	$ 4,800.00	0.00%	0.00%
PRJT. ENG, CAD, PRJT. ASST.	$ 3,000		$ 3,000	$ -	$ -	$ -	$ -	$ -	$ 3,000.00	0.00%	0.00%
ELECTRICAL PERMITS	$ 2,600		$ 2,600	$ -	$ -	$ -	$ -	$ -	$ 2,600.00	0.00%	0.00%
SUBMITTALS	$ 400		$ 400	$ -	$ -	$ -	$ 400	$ 40.00	$ 40.00	100.00%	100.00%
SUPERVISION/PLANNING/COOR	$ 4,800		$ 4,800	$ -	$ -	$ -	$ -	$ -	$ 4,800.00	0.00%	0.00%
FURNISH LANDSCAPE LIGHTING	$ 157,000		$ 157,000	$ -	$ -	$ -	$ -	$ -	$ 157,000.00	0.00%	0.00%
FURNISH COURTYARD LIGHTING	$ 40,000		$ 40,000	$ -	$ -	$ -	$ -	$ -	$ 40,000.00	0.00%	0.00%
FURNISH SPORTS LIGHTING	$ 6,000		$ 6,000	$ -	$ -	$ -	$ -	$ -	$ 6,000.00	0.00%	0.00%
FURNISH PARKING POLE LIGHT	$ 32,000		$ 32,000	$ -	$ -	$ -	$ -	$ -	$ 32,000.00	0.00%	0.00%
APCO CONTRACTOR FEE	$ 149,883		$ 149,883	$ 565.25	$ 56.53	$ 508.72	$ 4,399	$ 439.87	$ 145,924.20	2.93%	2.93%
SUBTOTAL ON/OFFSITES	$ 2,375,853	$ -	$ 2,120,897	$ 9,065.25	$ 906.53	$ 8,158.72	$ 48,726	$ 4,872.62	$ 2,077,043.45	2.30%	2.97%
BUILDING 2											
LANDSCAPING	$ 90,000		$ 90,000	$ -	$ -	$ -	$ -	$ -	$ 90,000.00	0.00%	0.00%
REINFORCING STEEL LABOR	$ 300,000		$ 340,000	$ 10,200.00	$ 1,020.00	$ 9,180.00	$ 340,000	$ 34,000.00	$ 34,000.00	100.00%	100.00%
REINFORCING STEEL MATERIAL	$ 360,000		$ 506,613	$ -	$ -	$ -	$ 506,613	$ 50,661.25	$ 50,661.25	100.00%	100.00%
EXCAVATE FOOTINGS	$ 248,500		$ 248,500	$ -	$ -	$ -	$ 248,500	$ 24,850.00	$ 24,850.00	100.00%	100.00%
PLACE FOOTINGS	$ 200,000		$ 200,000	$ -	$ -	$ -	$ 200,000	$ 20,000.00	$ 20,000.00	100.00%	100.00%
FORM/PLACE LOWER WALLS	$ 300,000		$ 300,000	$ -	$ -	$ -	$ 300,000	$ 30,000.00	$ 30,000.00	100.00%	100.00%
FORM/PLACE LOWER COLUMNS	$ 85,000		$ 85,000	$ -	$ -	$ -	$ 85,000	$ 8,500.00	$ 8,500.00	100.00%	100.00%
PLACE/FINISH SLAB ON GRADE	$ 130,000		$ 130,000	$ -	$ -	$ -	$ 130,000	$ 13,000.00	$ 13,000.00	100.00%	100.00%
FORM/PLACE MID DECK	$ 450,000		$ 450,000	$ -	$ -	$ -	$ 450,000	$ 45,000.00	$ 45,000.00	100.00%	100.00%
FORM/PLACE MID WALLS	$ 300,000		$ 300,000	$ -	$ -	$ -	$ 300,000	$ 30,000.00	$ 30,000.00	100.00%	100.00%
FORM/PLACE MID COLUMNS	$ 85,000		$ 85,000	$ -	$ -	$ -	$ 85,000	$ 8,500.00	$ 8,500.00	100.00%	100.00%
FORM/PLACE UPPER DECK	$ 450,000		$ 475,900	$ -	$ -	$ -	$ 475,181	$ 47,518.05	$ 48,237.55	99.85%	100.00%
PRECAST FLOOR 1	$ 25,000		$ 25,000	$ 6,350.00	$ 635.00	$ 5,715.00	$ 12,700	$ 1,270.00	$ 13,570.00	50.80%	50.00%
PRECAST FLOOR 2	$ 25,000		$ 25,000	$ 6,350.00	$ 635.00	$ 5,715.00	$ 12,700	$ 1,270.00	$ 13,570.00	50.80%	50.00%
PRECAST FLOOR 3	$ 25,000		$ 25,000	$ 6,350.00	$ 635.00	$ 5,715.00	$ 12,700	$ 1,270.00	$ 13,570.00	50.80%	50.00%
PRECAST FLOOR 4	$ 25,000		$ 25,000	$ 6,350.00	$ 635.00	$ 5,715.00	$ 12,700	$ 1,270.00	$ 13,570.00	50.80%	50.00%

MASONRY CMU	$ 32,100		$ 32,100	$ -	$ -	$ -	$ 28,890	$ 2,889.00	$ 6,099.00	90.00%	90.00%
THIN BRICK VENEER	$ 151,200		$ 151,200	$ -	$ -	$ -	$ -	$ -	$ 151,200.00	0.00%	0.00%
GRANITE	$ 16,000		$ 16,000	$ -	$ -	$ -	$ -	$ -	$ 16,000.00	0.00%	0.00%
STEEL	$ 2,120,000		$ 2,185,000	$ 284,564.91	$ 28,456.49	$ 256,108.42	$ 2,177,967	$ 217,796.72	$ 224,829.51	99.68%	100.00%
FINISH CARPENTRY	$ 25,000		$ 25,000	$ 19,592.46	$ 1,959.25	$ 17,633.21	$ 19,592	$ 1,959.25	$ 7,366.79	78.37%	80.00%
FIREPROOFING	$ 32,000		$ 34,200	$ -	$ -	$ -	$ 34,200	$ 3,420.00	$ 3,420.00	100.00%	100.00%
INSULATION	$ 57,280		$ 57,280	$ -	$ -	$ -	$ -	$ -	$ 57,280.00	0.00%	0.00%
ROOFING	$ 164,000		$ 242,860	$ 238,002.80	$ 23,800.28	$ 214,202.52	$ 238,003	$ 23,800.28	$ 28,657.48	98.00%	100.00%
WATERPROOFING	$ 173,400		$ 174,450	$ 33,677.56	$ 3,367.76	$ 30,309.80	$ 152,559	$ 15,255.95	$ 37,146.46	87.45%	90.00%
STUCCO	$ 331,100		$ 331,100	$ 126,662.80	$ 12,666.28	$ 113,996.52	$ 126,663	$ 12,666.28	$ 217,103.48	38.26%	80.00%
WINDOWS	$ 119,400		$ 275,875	$ -	$ -	$ -	$ 268,500	$ 26,850.00	$ 34,225.00	97.33%	99.00%
STOREFRONT DOORS	$ 34,100		$ 91,500	$ -	$ -	$ -	$ 72,665	$ 7,266.50	$ 26,101.50	79.42%	80.00%
LGMF/DRYWALL	$ 1,938,046		$ 302,000	$ 30,000.00	$ 3,000.00	$ 27,000.00	$ 300,000	$ 30,000.00	$ 32,000.00	99.34%	99.00%
FLOORING	$ 300,000		$ 300,000	$ -	$ -	$ -	$ -	$ -	$ 300,000.00	0.00%	0.00%
PAINTING	$ 85,000		$ 85,000	$ -	$ -	$ -	$ -	$ -	$ 85,000.00	0.00%	0.00%
ELEVATORS	$ 306,562		$ 306,562	$ -	$ -	$ -	$ 183,438	$ 18,343.80	$ 141,467.80	59.84%	0.00%
MECH. MOBILIZATION	$ 3,750		$ 3,750	$ -	$ -	$ -	$ 3,750	$ 375.00	$ 375.00	100.00%	100.00%
MECH. SUBMITTALS	$ 338		$ 338	$ -	$ -	$ -	$ 205	$ 20.50	$ 153.00	60.74%	60.74%
MECH. GENERAL CONDITIONS	$ 532		$ 532	$ -	$ -	$ -	$ 362	$ 36.18	$ 206.48	68.00%	68.00%
MECH. CLOSEOUT DOCUMENTS	$ 300		$ 300	$ -	$ -	$ -	$ -	$ -	$ 300.00	0.00%	0.00%
HVAC PERMIT	$ 1,200		$ 1,200	$ -	$ -	$ -	$ 1,200	$ 120.00	$ 120.00	100.00%	100.00%
HVAC PRE-ROCK/LINE SET PIPING	$ 37,450		$ 37,450	$ 9,362.50	$ 936.25	$ 8,426.25	$ 28,088	$ 2,808.75	$ 12,171.25	75.00%	80.00%
HVAC EQUIP/FSD MATERIALS	$ 29,960		$ 29,960	$ 5,992.00	$ 599.20	$ 5,392.80	$ 5,992	$ 599.20	$ 24,567.20	20.00%	20.00%
HVAC ROUGH DUCT	$ 29,960		$ 29,960	$ 8,988.00	$ 898.80	$ 8,089.20	$ 8,988	$ 898.80	$ 21,870.80	30.00%	50.00%
HVAC SET EQUIPMENT	$ 29,960		$ 29,960	$ -	$ -	$ -	$ -	$ -	$ 29,960.00	0.00%	0.00%
HVAC SET TRIM	$ 7,490		$ 7,490	$ -	$ -	$ -	$ -	$ -	$ 7,490.00	0.00%	0.00%
HVAC FSD - DD TESTING	$ 7,490		$ 7,490	$ -	$ -	$ -	$ -	$ -	$ 7,490.00	0.00%	0.00%
HVAC START UP	$ 7,490		$ 7,490	$ -	$ -	$ -	$ -	$ -	$ 7,490.00	0.00%	0.00%
PLUMBING PERMIT	$ 2,870		$ 2,870	$ -	$ -	$ -	$ 2,841	$ 284.13	$ 312.83	99.00%	100.00%
EXCAVATION/BACKFILL	$ 48,992		$ 48,992	$ -	$ -	$ -	$ 48,502	$ 4,850.21	$ 5,340.13	99.00%	100.00%
U/G SANITARY PIPING	$ 24,850		$ 24,850	$ -	$ -	$ -	$ 24,602	$ 2,460.15	$ 2,708.65	99.00%	100.00%
U/G STORM PIPING	$ 83,311		$ 83,311	$ -	$ -	$ -	$ 82,478	$ 8,247.79	$ 9,080.90	99.00%	100.00%
PRECAST STRUCTURES	$ 29,675		$ 29,675	$ -	$ -	$ -	$ 29,378	$ 2,937.83	$ 3,234.58	99.00%	100.00%
BLDG. WATER SERVICE	$ 3,215		$ 3,215	$ -	$ -	$ -	$ 3,183	$ 318.29	$ 350.44	99.00%	100.00%
SLEEVES/INSERTS	$ 7,660		$ 7,660	$ -	$ -	$ -	$ 7,583	$ 758.34	$ 834.94	99.00%	100.00%
A/G WASTE & VENT	$ 54,020		$ 54,020	$ 10,804.00	$ 1,080.40	$ 9,723.60	$ 45,917	$ 4,591.70	$ 12,694.70	85.00%	95.00%
DRAINS/CARRIERS	$ 25,827		$ 25,827	$ 1,033.08	$ 103.31	$ 929.77	$ 25,569	$ 2,556.87	$ 2,815.14	99.00%	99.00%
A/G STORM PIPING	$ 45,658		$ 45,658	$ 4,565.80	$ 456.58	$ 4,109.22	$ 36,526	$ 3,652.64	$ 12,784.24	80.00%	95.00%
A/G DOMESTIC WATER	$ 78,766		$ 78,766	$ 7,876.60	$ 787.66	$ 7,088.94	$ 29,143	$ 2,914.34	$ 52,536.92	37.00%	95.00%
PLUMBING TESTING	$ 8,164		$ 8,164	$ 816.40	$ 81.64	$ 734.76	$ 1,796	$ 179.61	$ 6,547.53	22.00%	22.00%
PLUMBING FIXTURES	$ 44,532		$ 44,532	$ -	$ -	$ -	$ -	$ -	$ 44,532.00	0.00%	0.00%
PLUMBING EQUIPMENT	$ 26,160		$ 26,160	$ -	$ -	$ -	$ 3,401	$ 340.08	$ 23,099.28	13.00%	13.00%
PLBG. INSULATION - FIRESTOP	$ 11,500		$ 486,500	$ 75,970.00	$ 7,597.00	$ 68,373.00	$ 330,300	$ 33,029.97	$ 189,230.29	67.89%	90.00%
ELECTRICAL ENGINEERING	$ 18,600		$ 18,600	$ -	$ -	$ -	$ -	$ -	$ 18,600.00	0.00%	0.00%
ELECTRICAL MOBILIZATION	$ 20,400		$ -	$ -	$ -	$ -	$ -	$ -	$ -		
OFFICE TRAILER/ADMIN 24 Mos.	$ 14,400		$ 14,400	$ -	$ -	$ -	$ 8,139	$ 813.90	$ 7,074.90	56.52%	56.52%
PRJT. ENG, CAD, PRJT. ASST.	$ 9,000		$ 9,000	$ -	$ -	$ -	$ 5,019	$ 501.88	$ 4,483.13	55.76%	55.76%
ELECTRICAL PERMITS	$ 7,800		$ 7,800	$ -	$ -	$ -	$ 4,375	$ 437.50	$ 3,862.50	56.09%	56.09%
SUBMITTALS	$ 1,200		$ 1,200	$ -	$ -	$ -	$ 1,200	$ 120.00	$ 120.00	100.00%	100.00%
SUPERVISION/PLANNING/COOR	$ 14,400		$ 14,400	$ 3,000.00	$ 300.00	$ 2,700.00	$ 10,650	$ 1,065.00	$ 4,815.00	73.96%	73.96%
LIGHT FIXTURE PACKAGE	$ 65,500		$ 65,500	$ -	$ -	$ -	$ 58,950	$ 5,895.00	$ 12,445.00	90.00%	0.00%
DISTRIBUTION PACKAGE	$ 25,000		$ 25,000	$ -	$ -	$ -	$ 22,500	$ 2,250.00	$ 4,750.00	90.00%	90.00%
LOW VOLT SYS FA, CCTV, CA	$ 50,000		$ 50,000	$ 7,500.00	$ 750.00	$ 6,750.00	$ 37,500	$ 3,750.00	$ 16,250.00	75.00%	75.00%
2nd SUBLEVEL GAR UG & DECK	$ 200,000		$ 200,000	$ -	$ -	$ -	$ 190,000	$ 19,000.00	$ 29,000.00	95.00%	100.00%
1st SUBLEVEL GAR UG & DECK	$ 200,000		$ 255,000	$ -	$ -	$ -	$ 242,500	$ 24,250.00	$ 36,750.00	95.10%	100.00%
1st FLOOR ROUGH & TRIM	$ 25,000		$ 25,000	$ -	$ -	$ -	$ 17,500	$ 1,750.00	$ 9,250.00	70.00%	75.00%

2nd FLOOR ROUGH & TRIM	$ 25,000		$ 25,000	$ -	$ -	$ -	$ 17,500	$ 1,750.00	$ 9,250.00	70.00%	758.00%
3rd FLOOR ROUGH & TRIM	$ 25,000		$ 25,000	$ -	$ -	$ -	$ 17,500	$ 1,750.00	$ 9,250.00	70.00%	75.00%
4th FLOOR ROUGH & TRIM	$ 25,000		$ 25,000	$ 17,500.00	$ 1,750.00	$ 15,750.00	$ 17,500	$ 1,750.00	$ 9,250.00	70.00%	75.00%
ROOF PLAN	$ 2,500		$ 2,500	$ -	$ -	$ -	$ -	$ -	$ 2,500.00	0.00%	0.00%
APCO CONTRACTOR FEE	$ 749,413		$ 749,413	$ 61,280.34	$ 6,128.03	$ 55,152.31	$ 572,634	$ 57,263.44	$ 234,042.08	76.41%	76.41%
SUBTOTAL BUILDING 2	$ 11,113,021	$ -	$ 10,560,072	$ 982,789.25	$ 98,278.93	$ 884,510.33	$ 8,716,842	$ 871,684.18	$ 2,714,914.71	82.55%	88.24%
BUILDING 3											
LANDSCAPING	$ 90,000		$ 90,000	$ -	$ -	$ -	$ -	$ -	$ 90,000.00	0.00%	0.00%
REINFORCING STEEL LABOR	$ 300,000		$ 364,250	$ 6,927.50	$ 692.75	$ 6,234.75	$ 360,250	$ 36,025.00	$ 40,025.00	98.90%	100.00%
REINFORCING STEEL MATERIAL	$ 360,000		$ 506,613	$ -	$ -	$ -	$ 506,613	$ 50,661.25	$ 50,661.25	100.00%	100.00%
EXCAVATE FOOTINGS	$ 248,500		$ 248,500	$ -	$ -	$ -	$ 248,500	$ 24,850.00	$ 24,850.00	100.00%	100.00%
PLACE FOOTINGS	$ 200,000		$ 200,000	$ -	$ -	$ -	$ 200,000	$ 20,000.00	$ 20,000.00	100.00%	100.00%
FORM/PLACE LOWER WALLS	$ 300,000		$ 300,000	$ -	$ -	$ -	$ 300,000	$ 30,000.00	$ 30,000.00	100.00%	100.00%
FORM/PLACE LOWER COLUMNS	$ 85,000		$ 85,000	$ -	$ -	$ -	$ 85,000	$ 8,500.00	$ 8,500.00	100.00%	100.00%
PLACE/FINISH SLAB ON GRADE	$ 130,000		$ 130,000	$ 15,000.00	$ 1,500.00	$ 13,500.00	$ 120,000	$ 12,000.00	$ 22,000.00	92.31%	100.00%
FORM/PLACE MID DECK	$ 450,000		$ 450,000	$ -	$ -	$ -	$ 450,000	$ 45,000.00	$ 45,000.00	100.00%	100.00%
FORM/PLACE MID WALLS	$ 300,000		$ 300,000	$ -	$ -	$ -	$ 300,000	$ 30,000.00	$ 30,000.00	100.00%	100.00%
FORM/PLACE MID COLUMNS	$ 85,000		$ 85,000	$ -	$ -	$ -	$ 85,000	$ 8,500.00	$ 8,500.00	100.00%	100.00%
FORM/PLACE UPPER DECK	$ 450,000		$ 602,900	$ 24,116.00	$ 2,411.60	$ 21,704.40	$ 602,900	$ 60,290.00	$ 60,290.00	100.00%	100.00%
PRECAST FLOOR 1	$ 25,000		$ 25,000	$ 6,350.00	$ 635.00	$ 5,715.00	$ 12,700	$ 1,270.00	$ 13,570.00	50.80%	50.00%
PRECAST FLOOR 2	$ 25,000		$ 25,000	$ 6,350.00	$ 635.00	$ 5,715.00	$ 12,700	$ 1,270.00	$ 13,570.00	50.80%	50.00%
PRECAST FLOOR 3	$ 25,000		$ 25,000	$ 6,350.00	$ 635.00	$ 5,715.00	$ 12,700	$ 1,270.00	$ 13,570.00	50.80%	50.00%
PRECAST FLOOR 4	$ 25,000		$ 25,000	$ 6,350.00	$ 635.00	$ 5,715.00	$ 12,700	$ 1,270.00	$ 13,570.00	50.80%	50.00%
MASONRY CMU	$ 32,100		$ 32,100	$ -	$ -	$ -	$ 16,050	$ 1,605.00	$ 17,655.00	50.00%	90.00%
THIN BRICK VENEER	$ 151,200		$ 151,200	$ -	$ -	$ -	$ -	$ -	$ 151,200.00	0.00%	0.00%
GRANITE	$ 16,000		$ 16,000	$ -	$ -	$ -	$ -	$ -	$ 16,000.00	0.00%	0.00%
STEEL	$ 2,120,000		$ 2,120,000	$ 180,460.80	$ 18,046.08	$ 162,414.72	$ 2,076,268	$ 207,626.84	$ 251,358.41	97.94%	100.00%
FINISH CARPENTRY	$ 25,000		$ 25,000	$ 19,581.33	$ 1,958.13	$ 17,623.20	$ 19,581	$ 1,958.13	$ 7,376.80	78.33%	80.00%
FIREPROOFING	$ 32,000		$ 34,200	$ -	$ -	$ -	$ 34,200	$ 3,420.00	$ 3,420.00	100.00%	100.00%
INSULATION	$ 57,280		$ 57,280	$ -	$ -	$ -	$ -	$ -	$ 57,280.00	0.00%	40.00%
ROOFING	$ 164,000		$ 242,860	$ 189,430.80	$ 18,943.08	$ 170,487.72	$ 189,431	$ 18,943.08	$ 72,372.28	78.00%	90.00%
WATERPROOFING	$ 173,400		$ 174,450	$ 68,377.13	$ 6,837.71	$ 61,539.42	$ 131,691	$ 13,169.13	$ 55,927.79	75.49%	90.00%
STUCCO	$ 331,100		$ 331,100	$ -	$ -	$ -	$ -	$ -	$ 331,100.00	0.00%	2.00%
WINDOWS	$ 119,400		$ 268,500	$ -	$ -	$ -	$ 248,000	$ 24,800.00	$ 45,300.00	92.36%	90.00%
STOREFRONT DOORS	$ 34,100		$ 91,500	$ 54,450.00	$ 5,445.00	$ 49,005.00	$ 54,450	$ 5,445.00	$ 42,495.00	59.51%	60.00%
LGMF/DRYWALL	$ 1,938,046		$ 302,000	$ 70,000.00	$ 7,000.00	$ 63,000.00	$ 170,000	$ 17,000.00	$ 149,000.00	56.29%	40.00%
FLOORING	$ 300,000		$ 300,000	$ -	$ -	$ -	$ -	$ -	$ 300,000.00	0.00%	0.00%
PAINTING	$ 85,000		$ 85,000	$ -	$ -	$ -	$ -	$ -	$ 85,000.00	0.00%	0.00%
ELEVATORS	$ 306,562		$ 306,562	$ -	$ -	$ -	$ 234,189	$ 23,418.93	$ 95,791.61	76.39%	0.00%
MECH. MOBILIZATION	$ 3,750		$ 3,750	$ -	$ -	$ -	$ 3,750	$ 375.00	$ 375.00	100.00%	100.00%
MECH. SUBMITTALS	$ 338		$ 338	$ -	$ -	$ -	$ 205	$ 20.50	$ 153.00	60.74%	60.74%
MECH. GENERAL CONDITIONS	$ 532		$ 532	$ -	$ -	$ -	$ 362	$ 36.18	$ 206.47	68.00%	68.00%
MECH. CLOSEOUT DOCUMENTS	$ 300		$ 300	$ -	$ -	$ -	$ -	$ -	$ 300.00	0.00%	0.00%
HVAC PERMIT	$ 1,200		$ 1,200	$ -	$ -	$ -	$ 1,200	$ 120.00	$ 120.00	100.00%	100.00%
HVAC PRE-ROCK/LINE SET PIPING	$ 37,450		$ 37,450	$ -	$ -	$ -	$ -	$ -	$ 37,450.00	0.00%	10.00%
HVAC EQUIP/FSD MATERIALS	$ 29,960		$ 29,960	$ 5,992.00	$ 599.20	$ 5,392.80	$ 5,992	$ 599.20	$ 24,567.20	20.00%	20.00%
HVAC ROUGH DUCT	$ 29,960		$ 29,960	$ -	$ -	$ -	$ -	$ -	$ 29,960.00	0.00%	10.00%
HVAC SET EQUIPMENT	$ 29,960		$ 29,960	$ -	$ -	$ -	$ -	$ -	$ 29,960.00	0.00%	0.00%
HVAC SET TRIM	$ 7,490		$ 7,490	$ -	$ -	$ -	$ -	$ -	$ 7,490.00	0.00%	0.00%
HVAC FSD - DD TESTING	$ 7,490		$ 7,490	$ -	$ -	$ -	$ -	$ -	$ 7,490.00	0.00%	0.00%
HVAC START UP	$ 7,490		$ 7,490	$ -	$ -	$ -	$ -	$ -	$ 7,490.00	0.00%	0.00%
PLUMBING PERMIT	$ 2,870		$ 2,870	$ -	$ -	$ -	$ 2,841	$ 284.13	$ 312.83	99.00%	100.00%
EXCAVATION/BACKFILL	$ 48,992		$ 48,992	$ -	$ -	$ -	$ 48,502	$ 4,850.21	$ 5,340.13	99.00%	100.00%
U/G SANITARY PIPING	$ 24,850		$ 24,850	$ -	$ -	$ -	$ 24,602	$ 2,460.15	$ 2,708.65	99.00%	100.00%
U/G STORM PIPING	$ 83,311		$ 83,311	$ -	$	$	$ 82,478	$ 8,247.79	$ 9,080.90	99.00%	100.00%

PRECAST STRUCTURES	$ 29,675		$ 29,675	$ -	$ -	$ -	$ 29,082	$ 2,908.15	$ 3,501.65	98.00%	100.00%
BLDG. WATER SERVICE	$ 3,215		$ 3,215	$ -	$ -	$ -	$ 3,183	$ 318.29	$ 350.44	99.00%	100.00%
SLEEVES/INSERTS	$ 7,660		$ 7,660	$ -	$ -	$ -	$ 7,583	$ 758.34	$ 834.94	99.00%	100.00%
A/G WASTE & VENT	$ 54,020		$ 54,020	$ 10,804.00	$ 1,080.40	$ 9,723.60	$ 32,412	$ 3,241.20	$ 24,849.20	60.00%	60.00%
DRAINS/CARRIERS	$ 25,827		$ 25,827	$ 2,582.70	$ 258.27	$ 2,324.43	$ 24,536	$ 2,453.57	$ 3,744.92	95.00%	95.00%
A/G STORM PIPING	$ 45,658		$ 45,658	$ 4,565.80	$ 456.58	$ 4,109.22	$ 20,546	$ 2,054.61	$ 27,166.51	45.00%	40.00%
A/G DOMESTIC WATER	$ 78,766		$ 78,766	$ 7,876.60	$ 787.66	$ 7,088.94	$ 19,692	$ 1,969.15	$ 61,043.65	25.00%	40.00%
PLUMBING TESTING	$ 8,164		$ 8,164	$ 816.40	$ 81.64	$ 734.76	$ 1,633	$ 163.28	$ 6,694.48	20.00%	20.00%
PLUMBING FIXTURES	$ 44,532		$ 44,532	$ -	$ -	$ -	$ -	$ -	$ 44,532.00	0.00%	0.00%
PLUMBING EQUIPMENT	$ 26,160		$ 26,160	$ -	$ -	$ -	$ 3,139	$ 313.92	$ 23,334.72	12.00%	12.00%
INSULATION - FIRESTOP	$ 11,500		$ 486,500	$ 231,850.00	$ 23,185.00	$ 208,665.00	$ 329,150	$ 32,914.97	$ 190,285.29	67.68%	20.00%
ELECTRICAL ENGINEERING	$ 18,600		$ 18,600	$ -	$ -	$ -	$ -	$ -	$ 18,600.00	0.00%	0.00%
ELECTRICAL MOBILIZATION	$ 20,400		$ -	$ -	$ -	$ -	$ -	$ -	$ -		
OFFICE TRAILER/ADMIN 24 Mos.	$ 14,400		$ 14,400	$ -	$ -	$ -	$ 3,139	$ 313.90	$ 11,574.90	21.80%	21.80%
PRJT. ENG, CAD, PRJT. ASST.	$ 9,000		$ 9,000	$ -	$ -	$ -	$ 5,019	$ 501.88	$ 4,483.13	55.76%	55.76%
ELECTRICAL PERMITS	$ 7,800		$ 7,800	$ -	$ -	$ -	$ 4,375	$ 437.50	$ 3,862.50	56.09%	56.09%
SUBMITTALS	$ 1,200		$ 1,200	$ -	$ -	$ -	$ 1,200	$ 120.00	$ 120.00	100.00%	100.00%
SUPERVISION/PLANNING/COOR	$ 14,400		$ 14,400	$ 3,000.00	$ 300.00	$ 2,700.00	$ 10,850	$ 1,085.00	$ 4,815.00	73.96%	73.96%
LIGHT FIXTURE PACKAGE	$ 65,500		$ 65,500	$ -	$ -	$ -	$ 58,950	$ 5,895.00	$ 12,445.00	90.00%	0.00%
DISTRIBUTION PACKAGE	$ 25,000		$ 25,000	$ 7,500.00	$ 750.00	$ 6,750.00	$ 22,500	$ 2,250.00	$ 4,750.00	90.00%	90.00%
LOW VOLT SYS FA, CCTV, CA	$ 50,000		$ 50,000	$ 10,000.00	$ 1,000.00	$ 9,000.00	$ 20,000	$ 2,000.00	$ 32,000.00	40.00%	40.00%
2nd SUBLEVEL GAR UG & DECK	$ 200,000		$ 200,000	$ 10,000.00	$ 1,000.00	$ 9,000.00	$ 190,000	$ 19,000.00	$ 29,000.00	95.00%	100.00%
1st SUBLEVEL GAR UG & DECK	$ 200,000		$ 255,000	$ 13,000.00	$ 1,300.00	$ 11,700.00	$ 242,500	$ 24,250.00	$ 38,750.00	95.10%	100.00%
1st FLOOR ROUGH & TRIM	$ 25,000		$ 25,000	$ 5,000.00	$ 500.00	$ 4,500.00	$ 5,000	$ 500.00	$ 20,500.00	20.00%	20.00%
2nd FLOOR ROUGH & TRIM	$ 25,000		$ 25,000	$ 5,000.00	$ 500.00	$ 4,500.00	$ 5,000	$ 500.00	$ 20,500.00	20.00%	20.00%
3rd FLOOR ROUGH & TRIM	$ 25,000		$ 25,000	$ 5,000.00	$ 500.00	$ 4,500.00	$ 5,000	$ 500.00	$ 20,500.00	20.00%	20.00%
4th FLOOR ROUGH & TRIM	$ 25,000		$ 25,000	$ 5,000.00	$ 500.00	$ 4,500.00	$ 5,000	$ 500.00	$ 20,500.00	20.00%	20.00%
ROOF PLAN	$ 2,500		$ 2,500	$ -	$ -	$ -	$ -	$ -	$ 2,500.00	0.00%	0.00%
APCO CONTRACTOR FEE	$ 749,413		$ 749,413	$ 65,285.12	$ 6,528.51	$ 58,756.61	$ 540,052	$ 54,005.16	$ 263,368.61	72.06%	72.06%
SUBTOTAL BUILDING 3	$ 11,113,021	$ -	$ 10,638,947	$ 1,047,016.18	$ 104,701.62	$ 942,314.56	$ 8,242,194	$ 824,219.44	$ 3,220,972.26	77.47%	73.68%
BUILDING 7											
LANDSCAPE	$ 45,000		$ 45,000	$ -	$ -	$ -	$ -	$ -	$ 45,000.00	0.00%	0.00%
REINFORCING STEEL LABOR	$ 200,000		$ 220,000	$ -	$ -	$ -	$ 217,800	$ 21,780.00	$ 23,980.00	99.00%	100.00%
REINFORCING STEEL MATERIAL	$ 200,000		$ 281,821	$ -	$ -	$ -	$ 281,821	$ 28,182.10	$ 28,182.10	100.00%	100.00%
EXCAVATE FOOTINGS	$ 250,000		$ 250,000	$ -	$ -	$ -	$ 250,000	$ 25,000.00	$ 25,000.00	100.00%	100.00%
PLACE FOOTINGS	$ 250,000		$ 250,000	$ -	$ -	$ -	$ 250,000	$ 25,000.00	$ 25,000.00	100.00%	100.00%
FORM/PLACE WALLS	$ 443,000		$ 543,746	$ -	$ -	$ -	$ 543,746	$ 54,374.60	$ 54,374.60	100.00%	100.00%
FORM/PLACE COLUMNS	$ 120,000		$ 120,000	$ -	$ -	$ -	$ 120,000	$ 12,000.00	$ 12,000.00	100.00%	100.00%
PLACE SLAB ON GRADE	$ 150,000		$ 150,000	$ -	$ -	$ -	$ 145,000	$ 14,500.00	$ 19,500.00	96.67%	100.00%
FORM/PLACE DECK	$ 350,000		$ 382,477	$ -	$ -	$ -	$ 382,477	$ 38,247.70	$ 38,247.70	100.00%	100.00%
PLACE 2ND FLOOR	$ 30,000		$ 46,300	$ -	$ -	$ -	$ 45,837	$ 4,583.70	$ 5,048.70	99.00%	100.00%
PLACE 3RD FLOOR	$ 30,000		$ 30,000	$ -	$ -	$ -	$ 28,500	$ 2,850.00	$ 4,350.00	95.00%	100.00%
PLACE 4TH FLOOR	$ 30,000		$ 30,000	$ -	$ -	$ -	$ 28,500	$ 2,850.00	$ 4,350.00	95.00%	100.00%
PLACE 5TH FLOOR	$ 30,000		$ 30,000	$ -	$ -	$ -	$ 28,500	$ 2,850.00	$ 4,350.00	95.00%	100.00%
PLACE 6TH FLOOR	$ 30,000		$ 30,000	$ -	$ -	$ -	$ 28,500	$ 2,850.00	$ 4,350.00	95.00%	100.00%
PLACE 7TH FLOOR	$ 30,000		$ 30,000	$ -	$ -	$ -	$ 28,500	$ 2,850.00	$ 4,350.00	95.00%	100.00%
PLACE 8TH FLOOR	$ 30,000		$ 30,000	$ -	$ -	$ -	$ 28,500	$ 2,850.00	$ 4,350.00	95.00%	100.00%
PLACE 9TH FLOOR/ROOF	$ 30,000		$ 30,000	$ 15,000.00	$ 1,500.00	$ 13,500.00	$ 15,000	$ 1,500.00	$ 16,500.00	50.00%	100.00%
MASONRY CMU	$ 45,200		$ 45,200	$ -	$ -	$ -	$ 40,680	$ 4,068.00	$ 8,588.00	90.00%	100.00%
GRANITE	$ 100,000		$ 100,000	$ -	$ -	$ -	$ -	$ -	$ 100,000.00	0.00%	0.00%
STEEL	$ 3,460,000		$ 5,689,979	$ 416,208.20	$ 41,620.82	$ 374,587.38	$ 5,326,534	$ 532,653.44	$ 896,098.09	93.61%	95.00%
MISC. STEEL	$ 2,461		$ 2,461	$ -	$ -	$ -	$ -	$ -	$ 2,461.00	0.00%	0.00%
FINISH CARPENTRY	$ 650,000		$ 650,000	$ 155,434.19	$ 15,543.42	$ 139,890.77	$ 155,434	$ 15,543.42	$ 510,109.23	23.91%	25.00%
FIREPROOFING	$ 196,000		$ 191,600	$ 28,740.00	$ 2,874.00	$ 25,866.00	$ 172,440	$ 17,244.00	$ 36,404.00	90.00%	90.00%
INSULATION	$ 61,680		$ 61,680	$ -	$ -	$ -	$ -	$ -	$ 61,680.00	0.00%	0.00%

ROOFING	$ 75,400		$ 75,400	$ -	$ -	$ -	$ -	$ -	$ 75,400.00	0.00%	0.00%
WATERPROOFING	$ 180,000		$ 89,443	$ 1,950.53	$ 195.05	$ 1,755.48	$ 64,123	$ 6,412.27	$ 31,732.56	71.69%	100.00%
GLASS/GLAZING	$ 5,100,000		$ 5,100,000	$ 807,500.00	$ 80,750.00	$ 726,750.00	$ 952,500	$ 95,250.00	$ 4,242,750.00	18.68%	3.00%
LGMF/DRYWALL	$ 3,400,000		$ 1,620,001	$ 213,975.00	$ 21,397.50	$ 192,577.50	$ 788,725	$ 78,872.50	$ 910,148.00	48.69%	50.00%
FLOORING	$ 450,000		$ 450,000	$ -	$ -	$ -	$ -	$ -	$ 450,000.00	0.00%	0.00%
PAINTING	$ 520,000		$ 235,000	$ -	$ -	$ -	$ -	$ -	$ 235,000.00	0.00%	0.00%
APPLIANCES	$ 112,000		$ 112,000	$ -	$ -	$ -	$ -	$ -	$ 112,000.00	0.00%	0.00%
ELEVATORS	$ 280,000		$ 567,003	$ 150,256.00	$ 15,025.60	$ 135,230.40	$ 320,357	$ 32,035.70	$ 278,681.70	56.50%	0.00%
MECH. MOBILIZATION	$ 17,500		$ 17,500	$ -	$ -	$ -	$ 17,500	$ 1,750.00	$ 1,750.00	100.00%	100.00%
MECH. SUBMITTALS	$ 1,575		$ 1,575	$ -	$ -	$ -	$ 1,212	$ 121.21	$ 484.14	78.96%	78.96%
MECH. GENERAL CONDITIONS	$ 2,483		$ 2,483	$ -	$ -	$ -	$ 2,317	$ 231.66	$ 398.34	93.29%	93.29%
MECH. CLOSEOUT DOCUMENTS	$ 1,400		$ 1,400	$ -	$ -	$ -	$ -	$ -	$ 1,400.00	0.00%	0.00%
HVAC FIRST FLOOR											
PERMIT	$ 10,493		$ 10,493	$ -	$ -	$ -	$ 10,493	$ 1,049.30	$ 1,049.30	100.00%	100.00%
PRE-ROCK/LINE SET PIPING	$ 4,202		$ 4,202	$ 2,101.13	$ 210.11	$ 1,891.02	$ 3,152	$ 315.17	$ 1,365.73	75.00%	75.00%
FAU MATERIALS	$ 3,362		$ 3,362	$ -	$ -	$ -	$ 3,362	$ 336.18	$ 336.18	100.00%	100.00%
ROUGH DUCT	$ 3,362		$ 3,362	$ 672.36	$ 67.24	$ 605.12	$ 3,362	$ 336.18	$ 336.18	100.00%	100.00%
CONDENSER MATERIALS	$ 3,362		$ 3,362	$ -	$ -	$ -	$ -	$ -	$ 3,361.80	0.00%	0.00%
SET CONDENSERS	$ 840		$ 840	$ -	$ -	$ -	$ -	$ -	$ 840.45	0.00%	0.00%
SET TRIM	$ 840		$ 840	$ -	$ -	$ -	$ -	$ -	$ 840.45	0.00%	0.00%
START UP	$ 840		$ 840	$ -	$ -	$ -	$ -	$ -	$ 840.45	0.00%	0.00%
HVAC SECOND FLOOR											
PRE-ROCK/LINE SET PIPING	$ 14,008		$ 14,008	$ 7,003.75	$ 700.38	$ 6,303.38	$ 10,506	$ 1,050.56	$ 4,552.43	75.00%	75.00%
FAU MATERIALS	$ 11,203		$ 11,203	$ -	$ -	$ -	$ 11,203	$ 1,120.30	$ 1,120.30	100.00%	100.00%
ROUGH DUCT	$ 11,206		$ 11,206	$ 2,241.20	$ 224.12	$ 2,017.08	$ 11,206	$ 1,120.60	$ 1,120.60	100.00%	100.00%
CONDENSER MATERIALS	$ 11,206		$ 11,206	$ -	$ -	$ -	$ -	$ -	$ 11,206.00	0.00%	0.00%
SET CONDENSERS	$ 2,802		$ 2,802	$ -	$ -	$ -	$ -	$ -	$ 2,801.50	0.00%	0.00%
SET TRIM	$ 2,802		$ 2,802	$ -	$ -	$ -	$ -	$ -	$ 2,801.50	0.00%	0.00%
START UP	$ 2,802		$ 2,802	$ -	$ -	$ -	$ -	$ -	$ 2,801.50	0.00%	0.00%
HVAC THIRD FLOOR											
PRE-ROCK/LINE SET PIPING	$ 14,008		$ 14,008	$ 7,003.75	$ 700.38	$ 6,303.38	$ 10,506	$ 1,050.56	$ 4,552.43	75.00%	75.00%
FAU MATERIALS	$ 11,203		$ 11,203	$ -	$ -	$ -	$ 11,203	$ 1,120.30	$ 1,120.30	100.00%	100.00%
ROUGH DUCT	$ 11,206		$ 11,206	$ 6,723.60	$ 672.36	$ 6,051.24	$ 11,206	$ 1,120.60	$ 1,120.60	100.00%	100.00%
CONDENSER MATERIALS	$ 11,206		$ 11,206	$ -	$ -	$ -	$ -	$ -	$ 11,206.00	0.00%	0.00%
SET CONDENSERS	$ 2,802		$ 2,802	$ -	$ -	$ -	$ -	$ -	$ 2,801.50	0.00%	0.00%
SET TRIM	$ 2,802		$ 2,802	$ -	$ -	$ -	$ -	$ -	$ 2,801.50	0.00%	0.00%
START UP	$ 2,802		$ 2,802	$ -	$ -	$ -	$ -	$ -	$ 2,801.50	0.00%	0.00%
HVAC FOURTH FLOOR											
PRE-ROCK/LINE SET PIPING	$ 14,008		$ 14,008	$ 7,003.75	$ 700.38	$ 6,303.38	$ 10,506	$ 1,050.56	$ 4,552.43	75.00%	75.00%
FAU MATERIALS	$ 11,203		$ 11,203	$ -	$ -	$ -	$ 11,203	$ 1,120.30	$ 1,120.30	100.00%	100.00%
ROUGH DUCT	$ 11,206		$ 11,206	$ 11,206.00	$ 1,120.60	$ 10,085.40	$ 11,206	$ 1,120.60	$ 1,120.60	100.00%	100.00%
CONDENSER MATERIALS	$ 11,206		$ 11,206	$ -	$ -	$ -	$ -	$ -	$ 11,206.00	0.00%	0.00%
SET CONDENSERS	$ 2,802		$ 2,802	$ -	$ -	$ -	$ -	$ -	$ 2,801.50	0.00%	0.00%
SET TRIM	$ 2,802		$ 2,802	$ -	$ -	$ -	$ -	$ -	$ 2,801.50	0.00%	0.00%
START UP	$ 2,802		$ 2,802	$ -	$ -	$ -	$ -	$ -	$ 2,801.50	0.00%	0.00%
HVAC FIFTH FLOOR											
PRE-ROCK/LINE SET PIPING	$ 14,008		$ 14,008	$ 7,003.75	$ 700.38	$ 6,303.38	$ 10,506	$ 1,050.56	$ 4,552.43	75.00%	75.00%
FAU MATERIALS	$ 11,203		$ 11,203	$ -	$ -	$ -	$ 11,203	$ 1,120.30	$ 1,120.30	100.00%	100.00%
ROUGH DUCT	$ 11,206		$ 11,206	$ 11,206.00	$ 1,120.60	$ 10,085.40	$ 11,206	$ 1,120.60	$ 1,120.60	100.00%	100.00%
CONDENSER MATERIALS	$ 11,206		$ 11,206	$ -	$ -	$ -	$ -	$ -	$ 11,206.00	0.00%	0.00%
SET CONDENSERS	$ 2,802		$ 2,802	$ -	$ -	$ -	$ -	$ -	$ 2,801.50	0.00%	0.00%
SET TRIM	$ 2,802		$ 2,802	$ -	$ -	$ -	$ -	$ -	$ 2,801.50	0.00%	0.00%
START UP	$ 2,802		$ 2,802	$ -	$ -	$ -	$ -	$ -	$ 2,801.50	0.00%	0.00%
HVAC SIXTH FLOOR											
PRE-ROCK/LINE SET PIPING	$ 14,008		$ 14,008	$ -	$ -	$ -	$ 3,502	$ 350.19	$ 10,855.81	25.00%	25.00%
FAU MATERIALS	$ 11,203		$ 11,203	$ -	$ -	$ -	$ 11,203	$ 1,120.30	$ 1,120.30	100.00%	100.00%

ROUGH DUCT	$ 11,206		$ 11,206	$ 11,206.00	$ 1,120.60	$ 10,085.40	$ 11,206	$ 1,120.60	$ 1,120.60	100.00%	100.00%
CONDENSER MATERIALS	$ 11,206		$ 11,206	$ -	$ -	$ -	$ -	$ -	$ 11,206.00	0.00%	0.00%
SET CONDENSERS	$ 2,802		$ 2,802	$ -	$ -	$ -	$ -	$ -	$ 2,801.50	0.00%	0.00%
SET TRIM	$ 2,802		$ 2,802	$ -	$ -	$ -	$ -	$ -	$ 2,801.50	0.00%	0.00%
START UP	$ 2,802		$ 2,802	$ -	$ -	$ -	$ -	$ -	$ 2,801.50	0.00%	0.00%
HVAC SEVENTH FLOOR											
PRE-ROCK/LINE SET PIPING	$ 14,008		$ 14,008	$ -	$ -	$ -	$ 3,502	$ 350.19	$ 10,855.81	25.00%	25.00%
FAU MATERIALS	$ 11,203		$ 11,203	$ -	$ -	$ -	$ 11,203	$ 1,120.30	$ 1,120.30	100.00%	100.00%
ROUGH DUCT	$ 11,206		$ 11,206	$ 2,801.50	$ 280.15	$ 2,521.35	$ 2,802	$ 280.15	$ 8,884.85	25.00%	25.00%
CONDENSER MATERIALS	$ 11,206		$ 11,206	$ -	$ -	$ -	$ -	$ -	$ 11,206.00	0.00%	0.00%
SET CONDENSERS	$ 2,802		$ 2,802	$ -	$ -	$ -	$ -	$ -	$ 2,801.50	0.00%	0.00%
SET TRIM	$ 2,802		$ 2,802	$ -	$ -	$ -	$ -	$ -	$ 2,801.50	0.00%	0.00%
START UP	$ 2,802		$ 2,802	$ -	$ -	$ -	$ -	$ -	$ 2,801.50	0.00%	0.00%
HVAC EIGHTH FLOOR											
PRE-ROCK/LINE SET PIPING	$ 14,008		$ 14,008	$ -	$ -	$ -	$ 3,502	$ 350.19	$ 10,855.81	25.00%	25.00%
FAU MATERIALS	$ 11,203		$ 11,203	$ -	$ -	$ -	$ 11,203	$ 1,120.30	$ 1,120.30	100.00%	100.00%
ROUGH DUCT	$ 11,206		$ 11,206	$ -	$ -	$ -	$ -	$ -	$ 11,206.00	0.00%	0.00%
CONDENSER MATERIALS	$ 11,206		$ 11,206	$ -	$ -	$ -	$ -	$ -	$ 11,206.00	0.00%	0.00%
SET CONDENSERS	$ 2,802		$ 2,802	$ -	$ -	$ -	$ -	$ -	$ 2,801.50	0.00%	0.00%
SET TRIM	$ 2,802		$ 2,802	$ -	$ -	$ -	$ -	$ -	$ 2,801.50	0.00%	0.00%
START UP	$ 2,802		$ 2,802	$ -	$ -	$ -	$ -	$ -	$ 2,801.50	0.00%	0.00%
HVAC NINTH FLOOR											
PRE-ROCK/LINE SET PIPING	$ 4,202		$ 4,202	$ -	$ -	$ -	$ 1,051	$ 105.06	$ 3,256.75	25.00%	25.00%
FAU MATERIALS	$ 3,362		$ 3,362	$ -	$ -	$ -	$ 3,362	$ 336.18	$ 336.18	100.00%	100.00%
ROUGH DUCT	$ 3,362		$ 3,362	$ -	$ -	$ -	$ -	$ -	$ 3,361.80	0.00%	0.00%
CONDENSER MATERIALS	$ 3,362		$ 3,362	$ -	$ -	$ -	$ -	$ -	$ 3,361.80	0.00%	0.00%
SET CONDENSERS	$ 840		$ 840	$ -	$ -	$ -	$ -	$ -	$ 840.45	0.00%	0.00%
SET TRIM	$ 840		$ 840	$ -	$ -	$ -	$ -	$ -	$ 840.45	0.00%	0.00%
START UP	$ 840		$ 840	$ -	$ -	$ -	$ -	$ -	$ 840.45	0.00%	0.00%
HVAC COMMON AREA/ROOF											
PRE-ROCK/LINE SET PIPING	$ 151,250		$ 151,250	$ 45,375.00	$ 4,537.50	$ 40,837.50	$ 83,188	$ 8,318.75	$ 76,381.25	55.00%	50.00%
FAU-RTU MATERIALS	$ 121,000		$ 121,000	$ -	$ -	$ -	$ 121,000	$ 12,100.00	$ 12,100.00	100.00%	100.00%
ROUGH DUCT	$ 121,000		$ 121,000	$ 60,500.00	$ 6,050.00	$ 54,450.00	$ 60,500	$ 6,050.00	$ 66,550.00	50.00%	50.00%
RTU MATERIALS	$ 121,000		$ 121,000	$ 30,250.00	$ 3,025.00	$ 27,225.00	$ 30,250	$ 3,025.00	$ 93,775.00	25.00%	0.00%
SET EQUIPMENT	$ 30,250		$ 30,250	$ -	$ -	$ -	$ -	$ -	$ 30,250.00	0.00%	0.00%
SET TRIM	$ 30,250		$ 30,250	$ -	$ -	$ -	$ -	$ -	$ 30,250.00	0.00%	0.00%
START UP	$ 30,250		$ 30,250	$ -	$ -	$ -	$ -	$ -	$ 30,250.00	0.00%	0.00%
PLUMBING BELOW PODIUM											
PERMIT	$ 10,173		$ 10,173	$ -	$ -	$ -	$ 9,970	$ 996.95	$ 1,200.41	98.00%	98.00%
EXCAVATION/BACKFILL	$ 53,200		$ 53,200	$ -	$ -	$ -	$ 52,136	$ 5,213.60	$ 6,277.60	98.00%	100.00%
U/G SANITARY PIPING	$ 32,207		$ 32,207	$ -	$ -	$ -	$ 31,583	$ 3,158.29	$ 3,800.43	98.00%	100.00%
U/G STORM PIPING	$ 37,376		$ 37,376	$ -	$ -	$ -	$ 36,628	$ 3,662.85	$ 4,410.37	98.00%	100.00%
PRECAST STRUCTURES	$ 13,524		$ 13,524	$ -	$ -	$ -	$ 13,254	$ 1,325.35	$ 1,595.83	98.00%	100.00%
BLDG. WATER SERVICE	$ 3,577		$ 128,571	$ -	$ -	$ -	$ 74,461	$ 7,446.15	$ 81,555.69	57.91%	100.00%
PLUMBING FIRST FLOOR											
A/G WASTE & VENT	$ 43,730		$ 43,730	$ 4,373.00	$ 437.30	$ 3,935.70	$ 39,357	$ 3,935.70	$ 8,308.70	90.00%	99.00%
DRAINS/CARRIERS	$ 6,207		$ 6,207	$ 310.35	$ 31.04	$ 279.32	$ 5,897	$ 589.67	$ 900.02	95.00%	99.00%
SLEEVES/INSERTS	$ 3,707		$ 3,707	$ -	$ -	$ -	$ 3,633	$ 363.29	$ 437.43	98.00%	99.00%
A/G STORM PIPING	$ 5,287		$ 5,287	$ 1,057.40	$ 105.74	$ 951.66	$ 4,230	$ 422.96	$ 1,480.36	80.00%	99.00%
A/G DOMESTIC WATER	$ 65,999		$ 65,999	$ 19,799.70	$ 1,979.97	$ 17,819.73	$ 46,199	$ 4,619.93	$ 24,419.63	70.00%	90.00%
A/G GAS PIPING	$ 12,029		$ 12,029	$ 3,608.70	$ 360.87	$ 3,247.83	$ 6,015	$ 601.45	$ 6,615.95	50.00%	90.00%
TUBS & HOOKUPS	$ 10,684		$ 10,684	$ 1,068.40	$ 106.84	$ 961.56	$ 1,068	$ 106.84	$ 9,722.44	10.00%	10.00%
PLUMBING FIXTURES	$ 19,118		$ 19,118	$ 1,911.80	$ 191.18	$ 1,720.62	$ 1,912	$ 191.18	$ 17,397.38	10.00%	10.00%
PLUMBING EQUIPMENT	$ 11,672		$ 11,672	$ 1,167.20	$ 116.72	$ 1,050.48	$ 2,334	$ 233.44	$ 9,571.04	20.00%	20.00%
CONDENSATE PIPING	$ 5,107		$ 5,107	$ 1,021.40	$ 102.14	$ 919.26	$ 1,021	$ 102.14	$ 4,187.74	20.00%	20.00%
PLUMBING TESTING	$ 3,868		$ 3,868	$ 386.80	$ 38.68	$ 348.12	$ 967	$ 96.70	$ 2,997.70	25.00%	25.00%

PLUMBING IDENTIFICATION	$ 750		$ 750	$ -	$ -	$ -	$ -	$ -	$ 750.00	0.00%	0.00%
INSULATION - FIRESTOP	$ 3,769		$ 47,103	$ 753.80	$ 75.38	$ 678.42	$ 28,921	$ 2,892.08	$ 21,074.28	61.40%	90.00%
PLUMBING SECOND FLOOR											
A/G WASTE & VENT	$ 43,730		$ 43,730	$ 8,746.00	$ 874.60	$ 7,871.40	$ 34,984	$ 3,498.40	$ 12,244.40	80.00%	90.00%
DRAINS/CARRIERS	$ 6,207		$ 6,207	$ 1,241.40	$ 124.14	$ 1,117.26	$ 4,966	$ 496.56	$ 1,737.96	80.00%	90.00%
SLEEVES/INSERTS	$ 3,707		$ 3,707	$ 370.70	$ 37.07	$ 333.63	$ 3,336	$ 333.63	$ 704.33	90.00%	90.00%
A/G STORM PIPING	$ 5,287		$ 5,287	$ 1,057.40	$ 105.74	$ 951.66	$ 1,850	$ 185.05	$ 3,621.60	35.00%	90.00%
A/G DOMESTIC WATER	$ 65,999		$ 65,999	$ 13,199.80	$ 1,319.98	$ 11,879.82	$ 39,599	$ 3,959.94	$ 30,359.54	60.00%	90.00%
A/G GAS PIPING	$ 12,029		$ 12,029	$ 4,811.60	$ 481.16	$ 4,330.44	$ 4,812	$ 481.16	$ 7,898.56	40.00%	90.00%
TUBS & HOOKUPS	$ 10,684		$ 10,684	$ 4,273.60	$ 427.36	$ 3,846.24	$ 4,274	$ 427.36	$ 6,837.76	40.00%	10.00%
PLUMBING FIXTURES	$ 19,118		$ 19,118	$ 1,911.80	$ 191.18	$ 1,720.62	$ 1,912	$ 191.18	$ 17,397.38	10.00%	10.00%
PLUMBING EQUIPMENT	$ 11,672		$ 11,672	$ 1,167.20	$ 116.72	$ 1,050.48	$ 1,167	$ 116.72	$ 10,621.52	10.00%	20.00%
CONDENSATE PIPING	$ 5,107		$ 5,107	$ 1,021.40	$ 102.14	$ 919.26	$ 1,021	$ 102.14	$ 4,187.74	20.00%	20.00%
PLUMBING TESTING	$ 3,868		$ 3,868	$ 773.60	$ 77.36	$ 696.24	$ 774	$ 77.36	$ 3,171.76	20.00%	25.00%
PLUMBING IDENTIFICATION	$ 750		$ 750	$ -	$ -	$ -	$ -	$ -	$ 750.00	0.00%	0.00%
INSULATION - FIRESTOP	$ 3,769		$ 47,103	$ 753.80	$ 75.38	$ 678.42	$ 28,921	$ 2,892.08	$ 21,074.28	61.40%	90.00%
PLUMBING THIRD FLOOR											
A/G WASTE & VENT	$ 43,730		$ 43,730	$ 8,746.00	$ 874.60	$ 7,871.40	$ 34,984	$ 3,498.40	$ 12,244.40	80.00%	90.00%
DRAINS/CARRIERS	$ 6,207		$ 6,207	$ 1,241.40	$ 124.14	$ 1,117.26	$ 4,966	$ 496.56	$ 1,737.96	80.00%	90.00%
SLEEVES/INSERTS	$ 3,707		$ 3,707	$ 370.70	$ 37.07	$ 333.63	$ 3,336	$ 333.63	$ 704.33	90.00%	90.00%
A/G STORM PIPING	$ 5,287		$ 5,287	$ 1,057.40	$ 105.74	$ 951.66	$ 2,115	$ 211.48	$ 3,383.68	40.00%	90.00%
A/G DOMESTIC WATER	$ 65,999		$ 65,999	$ 13,199.80	$ 1,319.98	$ 11,879.82	$ 39,599	$ 3,959.94	$ 30,359.54	60.00%	90.00%
A/G GAS PIPING	$ 12,029		$ 12,029	$ 3,608.70	$ 360.87	$ 3,247.83	$ 3,609	$ 360.87	$ 8,781.17	30.00%	60.00%
TUBS & HOOKUPS	$ 10,684		$ 10,684	$ 2,136.80	$ 213.68	$ 1,923.12	$ 2,137	$ 213.68	$ 8,760.88	20.00%	20.00%
PLUMBING FIXTURES	$ 19,118		$ 19,118	$ 1,911.80	$ 191.18	$ 1,720.62	$ 1,912	$ 191.18	$ 17,397.38	10.00%	10.00%
PLUMBING EQUIPMENT	$ 11,672		$ 11,672	$ 1,167.20	$ 116.72	$ 1,050.48	$ 1,167	$ 116.72	$ 10,621.52	10.00%	10.00%
CONDENSATE PIPING	$ 5,107		$ 5,107	$ 1,021.40	$ 102.14	$ 919.26	$ 1,021	$ 102.14	$ 4,187.74	20.00%	20.00%
PLUMBING TESTING	$ 3,868		$ 3,868	$ 773.60	$ 77.36	$ 696.24	$ 774	$ 77.36	$ 3,171.76	20.00%	20.00%
PLUMBING IDENTIFICATION	$ 750		$ 750	$ -	$ -	$ -	$ -	$ -	$ 750.00	0.00%	0.00%
INSULATION - FIRESTOP	$ 3,769		$ 47,103	$ 753.80	$ 75.38	$ 678.42	$ 28,921	$ 2,892.08	$ 21,074.28	61.40%	90.00%
PLUMBING FOURTH FLOOR											
A/G WASTE & VENT	$ 43,730		$ 43,730	$ 4,373.00	$ 437.30	$ 3,935.70	$ 30,611	$ 3,061.10	$ 16,180.10	70.00%	90.00%
DRAINS/CARRIERS	$ 6,207		$ 6,207	$ 1,241.40	$ 124.14	$ 1,117.26	$ 3,104	$ 310.35	$ 3,413.85	50.00%	90.00%
SLEEVES/INSERTS	$ 3,707		$ 3,707	$ 370.70	$ 37.07	$ 333.63	$ 3,336	$ 333.63	$ 704.33	90.00%	100.00%
A/G STORM PIPING	$ 5,287		$ 5,287	$ 1,586.10	$ 158.61	$ 1,427.49	$ 2,115	$ 211.48	$ 3,383.68	40.00%	90.00%
A/G DOMESTIC WATER	$ 65,999		$ 65,999	$ 19,799.70	$ 1,979.97	$ 17,819.73	$ 33,000	$ 3,299.95	$ 38,299.45	50.00%	90.00%
A/G GAS PIPING	$ 12,029		$ 12,029	$ 4,811.60	$ 481.16	$ 4,330.44	$ 6,015	$ 601.45	$ 6,615.95	50.00%	60.00%
TUBS & HOOKUPS	$ 10,684		$ 10,684	$ 1,068.40	$ 106.84	$ 961.56	$ 1,068	$ 106.84	$ 9,722.44	10.00%	10.00%
PLUMBING FIXTURES	$ 19,118		$ 19,118	$ 1,911.80	$ 191.18	$ 1,720.62	$ 1,912	$ 191.18	$ 17,397.38	10.00%	10.00%
PLUMBING EQUIPMENT	$ 11,672		$ 11,672	$ 1,167.20	$ 116.72	$ 1,050.48	$ 1,167	$ 116.72	$ 10,621.52	10.00%	10.00%
CONDENSATE PIPING	$ 5,107		$ 5,107	$ 1,021.40	$ 102.14	$ 919.26	$ 1,021	$ 102.14	$ 4,187.74	20.00%	20.00%
PLUMBING TESTING	$ 3,868		$ 3,868	$ 773.60	$ 77.36	$ 696.24	$ 774	$ 77.36	$ 3,171.76	20.00%	20.00%
PLUMBING IDENTIFICATION	$ 750		$ 750	$ -	$ -	$ -	$ -	$ -	$ 750.00	0.00%	0.00%
INSULATION - FIRESTOP	$ 3,769		$ 47,103	$ 753.80	$ 75.38	$ 678.42	$ 28,921	$ 2,892.08	$ 21,074.28	61.40%	90.00%
PLUMBING FIFTH FLOOR											
A/G WASTE & VENT	$ 43,730		$ 43,730	$ 4,373.00	$ 437.30	$ 3,935.70	$ 13,119	$ 1,311.90	$ 31,922.90	30.00%	80.00%
DRAINS/CARRIERS	$ 6,207		$ 6,207	$ 620.70	$ 62.07	$ 558.63	$ 4,966	$ 496.56	$ 1,737.96	80.00%	80.00%
SLEEVES/INSERTS	$ 3,707		$ 3,707	$ 370.70	$ 37.07	$ 333.63	$ 3,336	$ 333.63	$ 704.33	90.00%	100.00%
A/G STORM PIPING	$ 5,287		$ 5,287	$ 793.05	$ 79.31	$ 713.75	$ 1,322	$ 132.18	$ 4,097.43	25.00%	80.00%
A/G DOMESTIC WATER	$ 65,999		$ 65,999	$ 6,599.90	$ 659.99	$ 5,939.91	$ 16,500	$ 1,649.98	$ 51,149.23	25.00%	50.00%
A/G GAS PIPING	$ 12,029		$ 12,029	$ 2,405.80	$ 240.58	$ 2,165.22	$ 2,406	$ 240.58	$ 9,883.78	20.00%	40.00%
TUBS & HOOKUPS	$ 10,684		$ 10,684	$ 1,068.40	$ 106.84	$ 961.56	$ 1,068	$ 106.84	$ 9,722.44	10.00%	10.00%
PLUMBING FIXTURES	$ 19,118		$ 19,118	$ 955.90	$ 95.59	$ 860.31	$ 956	$ 95.59	$ 18,257.69	5.00%	5.00%
PLUMBING EQUIPMENT	$ 11,672		$ 11,672	$ 1,167.20	$ 116.72	$ 1,050.48	$ 1,167	$ 116.72	$ 10,621.52	10.00%	10.00%
CONDENSATE PIPING	$ 5,107		$ 5,107	$ 1,021.40	$ 102.14	$ 919.26	$ 1,021	$ 102.14	$ 4,187.74	20.00%	20.00%
PLUMBING TESTING	$ 3,868		$ 3,868	$ 386.80	$ 38.68	$ 348.12	$ 387	$ 38.68	$ 3,519.88	10.00%	10.00%

PLUMBING IDENTIFICATION	$ 750		$ 750	$ -	$ -	$ -	$ -	$ -	$ 750.00	0.00%	0.00%
INSULATION - FIRESTOP	$ 3,769		$ 47,103	$ 753.80	$ 75.38	$ 678.42	$ 28,921	$ 2,892.08	$ 21,074.28	61.40%	75.00%
PLUMBING SIXTH FLOOR											
A/G WASTE & VENT	$ 43,730		$ 43,730	$ 4,373.00	$ 437.30	$ 3,935.70	$ 4,373	$ 437.30	$ 39,794.30	10.00%	80.00%
DRAINS/CARRIERS	$ 6,207		$ 6,207	$ 1,241.40	$ 124.14	$ 1,117.26	$ 3,724	$ 372.42	$ 2,855.22	60.00%	80.00%
SLEEVES/INSERTS	$ 3,707		$ 3,707	$ 370.70	$ 37.07	$ 333.63	$ 2,966	$ 296.56	$ 1,037.96	80.00%	100.00%
A/G STORM PIPING	$ 5,287		$ 5,287	$ 528.70	$ 52.87	$ 475.83	$ 529	$ 52.87	$ 4,811.17	10.00%	50.00%
A/G DOMESTIC WATER	$ 65,999		$ 65,999	$ 6,599.90	$ 659.99	$ 5,939.91	$ 13,200	$ 1,319.98	$ 54,119.18	20.00%	50.00%
A/G GAS PIPING	$ 12,029		$ 12,029	$ -	$ -	$ -	$ -	$ -	$ 12,029.00	0.00%	20.00%
TUBS & HOOKUPS	$ 10,684		$ 10,684	$ -	$ -	$ -	$ -	$ -	$ 10,684.00	0.00%	0.00%
PLUMBING FIXTURES	$ 19,118		$ 19,118	$ -	$ -	$ -	$ -	$ -	$ 19,118.00	0.00%	0.00%
PLUMBING EQUIPMENT	$ 11,672		$ 11,672	$ -	$ -	$ -	$ -	$ -	$ 11,672.00	0.00%	0.00%
CONDENSATE PIPING	$ 5,107		$ 5,107	$ -	$ -	$ -	$ -	$ -	$ 5,107.00	0.00%	0.00%
PLUMBING TESTING	$ 3,868		$ 3,868	$ -	$ -	$ -	$ -	$ -	$ 3,868.00	0.00%	0.00%
PLUMBING IDENTIFICATION	$ 750		$ 750	$ -	$ -	$ -	$ -	$ -	$ 750.00	0.00%	0.00%
INSULATION - FIRESTOP	$ 3,769		$ 47,103	$ 28,167.00	$ 2,816.70	$ 25,350.30	$ 28,167	$ 2,816.70	$ 21,752.70	59.80%	60.00%
PLUMBING SEVENTH FLOOR											
A/G WASTE & VENT	$ 43,730		$ 43,730	$ -	$ -	$ -	$ -	$ -	$ 43,730.00	0.00%	20.00%
DRAINS/CARRIERS	$ 6,207		$ 6,207	$ -	$ -	$ -	$ -	$ -	$ 6,207.00	0.00%	20.00%
SLEEVES/INSERTS	$ 3,707		$ 3,707	$ 741.40	$ 74.14	$ 667.26	$ 2,966	$ 296.56	$ 1,037.96	80.00%	100.00%
A/G STORM PIPING	$ 5,287		$ 5,287	$ -	$ -	$ -	$ -	$ -	$ 5,287.00	0.00%	10.00%
A/G DOMESTIC WATER	$ 65,999		$ 65,999	$ -	$ -	$ -	$ -	$ -	$ 65,999.00	0.00%	10.00%
A/G GAS PIPING	$ 12,029		$ 12,029	$ -	$ -	$ -	$ -	$ -	$ 12,029.00	0.00%	0.00%
TUBS & HOOKUPS	$ 10,684		$ 10,684	$ -	$ -	$ -	$ -	$ -	$ 10,684.00	0.00%	0.00%
PLUMBING FIXTURES	$ 19,118		$ 19,118	$ -	$ -	$ -	$ -	$ -	$ 19,118.00	0.00%	0.00%
PLUMBING EQUIPMENT	$ 11,672		$ 11,672	$ -	$ -	$ -	$ -	$ -	$ 11,672.00	0.00%	0.00%
CONDENSATE PIPING	$ 5,107		$ 5,107	$ -	$ -	$ -	$ -	$ -	$ 5,107.00	0.00%	0.00%
PLUMBING TESTING	$ 3,868		$ 3,868	$ -	$ -	$ -	$ -	$ -	$ 3,868.00	0.00%	0.00%
PLUMBING IDENTIFICATION	$ 750		$ 750	$ -	$ -	$ -	$ -	$ -	$ 750.00	0.00%	0.00%
INSULATION - FIRESTOP	$ 3,769		$ 47,103	$ 28,167.00	$ 2,816.70	$ 25,350.30	$ 28,167	$ 2,816.70	$ 21,752.70	59.80%	60.00%
PLUMBING EIGHTH FLOOR											
A/G WASTE & VENT	$ 43,730		$ 43,730	$ -	$ -	$ -	$ -	$ -	$ 43,730.00	0.00%	25.00%
DRAINS/CARRIERS	$ 6,207		$ 6,207	$ -	$ -	$ -	$ -	$ -	$ 6,207.00	0.00%	25.00%
SLEEVES/INSERTS	$ 3,707		$ 3,707	$ -	$ -	$ -	$ -	$ -	$ 3,707.00	0.00%	100.00%
A/G STORM PIPING	$ 5,287		$ 5,287	$ -	$ -	$ -	$ -	$ -	$ 5,287.00	0.00%	0.00%
A/G DOMESTIC WATER	$ 65,999		$ 65,999	$ -	$ -	$ -	$ -	$ -	$ 65,999.00	0.00%	0.00%
A/G GAS PIPING	$ 12,029		$ 12,029	$ -	$ -	$ -	$ -	$ -	$ 12,029.00	0.00%	0.00%
TUBS & HOOKUPS	$ 10,684		$ 10,684	$ -	$ -	$ -	$ -	$ -	$ 10,684.00	0.00%	0.00%
PLUMBING FIXTURES	$ 19,118		$ 19,118	$ -	$ -	$ -	$ -	$ -	$ 19,118.00	0.00%	0.00%
PLUMBING EQUIPMENT	$ 11,672		$ 11,672	$ -	$ -	$ -	$ -	$ -	$ 11,672.00	0.00%	0.00%
CONDENSATE PIPING	$ 5,107		$ 5,107	$ -	$ -	$ -	$ -	$ -	$ 5,107.00	0.00%	0.00%
PLUMBING TESTING	$ 3,868		$ 3,868	$ -	$ -	$ -	$ -	$ -	$ 3,868.00	0.00%	0.00%
PLUMBING IDENTIFICATION	$ 750		$ 750	$ -	$ -	$ -	$ -	$ -	$ 750.00	0.00%	0.00%
INSULATION - FIRESTOP	$ 3,769		$ 47,103	$ -	$ -	$ -	$ -	$ -	$ 47,103.00	0.00%	0.00%
PLUMBING NINTH FLOOR											
A/G WASTE & VENT	$ 43,730		$ 43,730	$ -	$ -	$ -	$ -	$ -	$ 43,730.00	0.00%	0.00%
DRAINS/CARRIERS	$ 6,207		$ 6,207	$ -	$ -	$	$ -	$ -	$ 6,207.00	0.00%	0.00%
SLEEVES/INSERTS	$ 3,707		$ 3,707	$ -	$ -	$ -	$ -	$ -	$ 3,707.00	0.00%	100.00%
A/G STORM PIPING	$ 5,287		$ 5,287	$ -	$ -	$ -	$ -	$ -	$ 5,287.00	0.00%	0.00%
A/G DOMESTIC WATER	$ 65,999		$ 65,999	$ -	$ -	$ -	$ -	$ -	$ 65,999.00	0.00%	0.00%
A/G GAS PIPING	$ 12,029		$ 12,029	$ -	$ -	$ -	$ -	$ -	$ 12,029.00	0.00%	0.00%
TUBS & HOOKUPS	$ 10,684		$ 10,684	$ -	$ -	$ -	$ -	$ -	$ 10,684.00	0.00%	0.00%
PLUMBING FIXTURES	$ 19,118		$ 19,118	$ -	$ -	$ -	$ -	$	$ 19,118.00	0.00%	0.00%
PLUMBING EQUIPMENT	$ 11,672		$ 11,672	$ -	$ -	$ -	$ -	$	$ 11,672.00	0.00%	0.00%
CONDENSATE PIPING	$ 5,107		$ 5,107	$ -	$ -	$ -	$ -	$ -	$ 5,107.00	0.00%	0.00%
PLUMBING TESTING	$ 3,868		$ 3,868	$ -	$ -	$ -	$ -	$ -	$ 3,868.00	0.00%	0.00%

PLUMBING IDENTIFICATION	$ 750		$ 750	$ -	$ -	$ -	$ -	$ -	$ 750.00	0.00%	0.00%
INSULATION - FIRESTOP	$ 3,769		$ 47,103	$ -	$ -	$ -	$ -	$ -	$ 47,103.00	0.00%	0.00%
ELECTRICAL											
ELECTRICAL ENGINEERING	$ 52,700		$ 52,700	$ -	$ -	$ -	$ 39,506	$ 3,950.64	$ 17,144.24	74.96%	74.96%
ELECTRICAL MOBILIZATION	$ 57,800		$ 28,320	$ -	$ -	$ -	$ 28,320	$ 2,832.00	$ 2,832.00	100.00%	100.00%
OFFICE TRAILER/ADMIN 24 Mos.	$ 40,800		$ 40,800	$ -	$ -	$ -	$ 18,916	$ 1,891.60	$ 23,775.60	46.36%	46.36%
PRJT. ENG, CAD, PRJT. ASST.	$ 25,500		$ 25,500	$ -	$ -	$ -	$ 24,368	$ 2,436.75	$ 3,569.25	95.56%	95.56%
ELECTRICAL PERMITS	$ 22,100		$ 22,100	$ -	$ -	$ -	$ 17,390	$ 1,739.00	$ 6,449.00	78.69%	78.69%
SUBMITTALS	$ 3,400		$ 3,400	$ -	$ -	$ -	$ 3,400	$ 340.00	$ 340.00	100.00%	100.00%
SUPERVISION/PLANNING/COOR	$ 40,800		$ 40,800	$ -	$ -	$ -	$ 36,500	$ 3,650.00	$ 7,950.00	89.46%	89.46%
LIGHT FIXTURE PACKAGE	$ 141,000		$ 141,000	$ 44,000.00	$ 4,400.00	$ 39,600.00	$ 92,250	$ 9,225.00	$ 57,975.00	65.43%	65.00%
DISTRIBUTION PACKAGE	$ 225,000		$ 225,000	$ 120,000.00	$ 12,000.00	$ 108,000.00	$ 158,000	$ 15,800.00	$ 82,800.00	70.22%	75.00%
LOW VOLT SYS FA, CCTV, CA	$ 50,000		$ 50,000	$ 18,872.00	$ 1,887.20	$ 16,984.80	$ 23,872	$ 2,387.20	$ 28,515.20	47.74%	60.00%
GENERATOR	$ 100,000		$ 100,000	$ -	$ -	$ -	$ 95,000	$ 9,500.00	$ 14,500.00	95.00%	100.00%
UNDERSLAB BRANCH CONDUIT	$ 68,000		$ 68,000	$ -	$ -	$ -	$ 64,500	$ 6,450.00	$ 9,950.00	94.85%	100.00%
GARAGE & 1st FLR CONDUIT &	$ 330,000		$ 330,000	$ -	$ -	$ -	$ 313,500	$ 31,350.00	$ 47,850.00	95.00%	100.00%
1st FLR RGH WALLS/CEILINGS	$ 95,500		$ 95,500	$ -	$ -	$ -	$ 47,750	$ 4,775.00	$ 52,525.00	50.00%	80.00%
1st FLR DEVICE & FIXTURE TRIM	$ 10,000		$ 10,000	$ -	$ -	$ -	$ -	$ -	$ 10,000.00	0.00%	0.00%
2nd FLR RGH WALLS/CEILINGS	$ 95,500		$ 95,500	$ 29,000.00	$ 2,900.00	$ 26,100.00	$ 76,750	$ 7,675.00	$ 26,425.00	80.37%	80.00%
2nd FLR DEVICE & FIXTURE TRIM	$ 10,000		$ 10,000	$ -	$ -	$ -	$ -	$ -	$ 10,000.00	0.00%	0.00%
3rd FLR RGH WALLS/CEILINGS	$ 95,500		$ 95,500	$ 38,550.00	$ 3,855.00	$ 34,695.00	$ 76,750	$ 7,675.00	$ 26,425.00	80.37%	80.00%
3rd FLR DEVICE & FIXTURE TRIM	$ 10,000		$ 10,000	$ -	$ -	$ -	$ -	$ -	$ 10,000.00	0.00%	0.00%
4th FLR RGH WALLS/CEILINGS	$ 95,500		$ 95,500	$ 28,650.00	$ 2,865.00	$ 25,785.00	$ 66,850	$ 6,685.00	$ 35,335.00	70.00%	80.00%
4th FLR DEVICE & FIXTURE TRIM	$ 10,000		$ 10,000	$ -	$ -	$ -	$ -	$ -	$ 10,000.00	0.00%	0.00%
5th FLR RGH WALLS/CEILINGS	$ 95,500		$ 95,500	$ 18,750.00	$ 1,875.00	$ 16,875.00	$ 47,750	$ 4,775.00	$ 52,525.00	50.00%	75.00%
5th FLR DEVICE & FIXTURE TRIM	$ 10,000		$ 10,000	$ -	$ -	$ -	$ -	$ -	$ 10,000.00	0.00%	0.00%
6th FLR RGH WALLS/CEILINGS	$ 95,500		$ 95,500	$ 18,750.00	$ 1,875.00	$ 16,875.00	$ 47,750	$ 4,775.00	$ 52,525.00	50.00%	75.00%
6th FLR DEVICE & FIXTURE TRIM	$ 10,000		$ 10,000	$ -	$ -	$ -	$ -	$ -	$ 10,000.00	0.00%	0.00%
7th FLR RGH WALLS/CEILINGS	$ 95,500		$ 95,500	$ 18,750.00	$ 1,875.00	$ 16,875.00	$ 47,750	$ 4,775.00	$ 52,525.00	50.00%	50.00%
7th FLR DEVICE & FIXTURE TRIM	$ 10,000		$ 10,000	$ -	$ -	$ -	$ -	$ -	$ 10,000.00	0.00%	0.00%
8th FLR RGH WALLS/CEILINGS	$ 95,500		$ 95,500	$ -	$ -	$ -	$ 29,000	$ 2,900.00	$ 69,400.00	30.37%	30.00%
8th FLR DEVICE & FIXTURE TRIM	$ 10,000		$ 10,000	$ -	$ -	$ -	$ -	$ -	$ 10,000.00	0.00%	0.00%
9th FLR RGH WALLS/CEILINGS	$ 95,500		$ 95,500	$ 9,000.00	$ 900.00	$ 8,100.00	$ 29,000	$ 2,900.00	$ 69,400.00	30.37%	30.00%
9th FLR DEVICE & FIXTURE TRIM	$ 5,000		$ 5,000	$ -	$ -	$ -	$ -	$ -	$ 5,000.00	0.00%	0.00%
APCO CONTRACTOR FEE	$ 1,698,747		$ 1,698,747	$ 171,971.90	$ 17,197.19	$ 154,774.71	$ 900,295	$ 90,029.49	$ 788,481.59	56.31%	56.31%
SUBTOTAL BUILDING 7	$ 23,522,746	$ -	$ 24,596,836	$ 2,758,015.51	$ 275,801.55	$ 2,482,213.96	$ 13,923,193	$ 1,392,319	$ 12,065,762.43	56.61%	54.30%
BUILDING 8											
LANDSCAPING	$ 60,000		$ 60,000	$ -	$ -	$ -	$ -	$ -	$ 60,000.00	0.00%	0.00%
REINFORCING STEEL LABOR	$ 210,000		$ 210,000	$ 139.50	$ 13.95	$ 125.55	$ 210,000	$ 21,000.00	$ 21,000.00	100.00%	100.00%
REINFORCING STEEL MATERIAL	$ 300,000		$ 419,123	$ -	$ -	$ -	$ 369,123	$ 36,912.28	$ 86,912.28	88.07%	100.00%
EXCAVATE FOOTINGS	$ 127,500		$ 127,500	$ -	$ -	$ -	$ 127,500	$ 12,750.00	$ 12,750.00	100.00%	100.00%
PLACE FOOTINGS	$ 160,000		$ 160,000	$ -	$ -	$ -	$ 160,000	$ 16,000.00	$ 16,000.00	100.00%	100.00%
FORM/PLACE WALLS	$ 300,000		$ 300,000	$ -	$ -	$ -	$ 300,000	$ 30,000.00	$ 30,000.00	100.00%	100.00%
FORM/PLACE COLUMNS	$ 80,000		$ 80,000	$ -	$ -	$ -	$ 80,000	$ 8,000.00	$ 8,000.00	100.00%	100.00%
PLACE SLAB ON GRADE	$ 160,000		$ 160,000	$ -	$ -	$ -	$ 156,800	$ 15,680.00	$ 18,880.00	98.00%	100.00%
FORM/PLACE DECK	$ 360,000		$ 360,000	$ -	$ -	$ -	$ 360,000	$ 36,000.00	$ 36,000.00	100.00%	100.00%
LTWEIGHT CONCRETE	$ 100,000		$ 146,893	$ -	$ -	$ -	$ 20,000	$ 2,000.00	$ 128,892.50	13.62%	15.00%
PRECAST FLOOR 1	$ 100,000		$ 100,000	$ 25,931.25	$ 2,593.13	$ 23,338.13	$ 51,863	$ 5,186.25	$ 53,323.75	51.86%	50.00%
PRECAST FLOOR 2	$ 100,000		$ 100,000	$ 25,931.25	$ 2,593.13	$ 23,338.13	$ 51,863	$ 5,186.25	$ 53,323.75	51.86%	50.00%
PRECAST FLOOR 3	$ 100,000		$ 100,000	$ 25,931.25	$ 2,593.13	$ 23,338.13	$ 51,863	$ 5,186.25	$ 53,323.75	51.86%	50.00%
PRECAST FLOOR 4	$ 100,000		$ 100,000	$ 25,931.25	$ 2,593.13	$ 23,338.13	$ 51,863	$ 5,186.25	$ 53,323.75	51.86%	50.00%
MASONRY CMU	$ 249,300		$ 249,300	$ -	$ -	$ -	$ 249,300	$ 24,930.00	$ 24,930.00	100.00%	100.00%
THIN BRICK VENEER	$ 310,700		$ 310,700	$ -	$ -	$ -	$ -	$ -	$ 310,700.00	0.00%	0.00%
GRANITE	$ 100,000		$ 100,000	$ 885.00	$ 88.50	$ 778.50	$ 3,140	$ 314.00	$ 97,174.00	3.14%	3.00%
MISC. STEEL	$ 221,000		$ 91,000	$ 18,668.00	$ 1,866.80	$ 16,801.20	$ 18,668	$ 1,866.80	$ 74,198.80	20.51%	50.00%

WOOD FRAMING L1 LABOR/EQUIP	$ 199,015		$ 199,015	$ -	$ -	$ -	$ 199,015	$ 19,901.50	$ 19,901.50	100.00%	100.00%
WOOD FRAMING L1 MATERIAL	$ 245,918		$ 245,918	$ -	$ -	$ -	$ 245,918	$ 24,591.80	$ 24,591.80	100.00%	100.00%
WOOD FRAMING L2 LABOR/EQUIP	$ 177,141		$ 177,141	$ -	$ -	$ -	$ 177,141	$ 17,714.10	$ 17,714.10	100.00%	100.00%
WOOD FRAMING L2 MATERIAL	$ 229,547		$ 229,547	$ -	$ -	$ -	$ 229,547	$ 22,954.70	$ 22,954.70	100.00%	100.00%
WOOD FRAMING L3 LABOR/EQUIP	$ 177,141		$ 177,141	$ -	$ -	$ -	$ 177,138	$ 17,713.80	$ 17,716.80	100.00%	100.00%
WOOD FRAMING L3 MATERIAL	$ 226,039		$ 226,039	$ -	$ -	$ -	$ 226,039	$ 22,603.90	$ 22,603.90	100.00%	100.00%
WOOD FRAMING L4 LABOR/EQUIP	$ 162,032		$ 162,032	$ -	$ -	$ -	$ 162,032	$ 16,203.20	$ 16,203.20	100.00%	100.00%
WOOD FRAMING L4 MATERIAL	$ 146,941		$ 146,941	$ -	$ -	$ -	$ 146,941	$ 14,694.10	$ 14,694.10	100.00%	100.00%
WOOD FRAMING RF LABOR/EQUIP	$ 61,646		$ 61,646	$ -	$ -	$ -	$ 61,648	$ 6,164.80	$ 6,164.80	100.00%	100.00%
WOOD FRAMING RF MATERIAL	$ 179,580		$ 179,580	$ -	$ -	$ -	$ 179,580	$ 17,958.00	$ 17,958.00	100.00%	100.00%
FINISH CARPENTRY	$ 600,000		$ 600,000	$ 234,083.81	$ 23,408.38	$ 210,675.43	$ 242,419	$ 24,241.88	$ 381,823.07	40.40%	10.00%
INSULATION	$ 91,800		$ 91,800	$ 31,305.00	$ 3,130.50	$ 28,174.50	$ 73,440	$ 7,344.00	$ 25,704.00	80.00%	80.00%
ROOFING	$ 220,020		$ 157,738	$ 3,154.76	$ 315.48	$ 2,839.28	$ 153,006	$ 15,300.59	$ 20,032.73	97.00%	100.00%
WATERPROOFING	$ 123,800		$ 58,475	$ -	$ -	$ -	$ 48,170	$ 4,616.97	$ 17,922.24	77.63%	90.00%
STUCCO	$ 396,700		$ 396,700	$ 137,042.50	$ 13,704.25	$ 123,338.25	$ 156,620	$ 15,662.00	$ 255,742.00	39.48%	50.00%
WINDOWS	$ 254,000		$ 254,000	$ -	$ -	$ -	$ 238,172	$ 23,817.20	$ 39,845.20	93.77%	99.00%
DRYWALL	$ 900,000		$ 1,054,050	$ 116,500.00	$ 11,650.00	$ 104,850.00	$ 604,000	$ 60,400.00	$ 510,450.00	57.30%	70.00%
FLOORING	$ 300,000		$ 300,000	$ -	$ -	$ -	$ -	$ -	$ 300,000.00	0.00%	0.00%
PAINTING	$ 765,000		$ 353,119	$ -	$ -	$ -	$ -	$ -	$ 353,118.50	0.00%	0.00%
APPLIANCES	$ 112,000		$ 112,000	$ -	$ -	$ -	$ -	$ -	$ 112,000.00	0.00%	0.00%
ELEVATORS	$ 274,926		$ 274,926	$ -	$ -	$ -	$ 192,358	$ 19,235.60	$ 101,805.60	69.97%	0.00%
MECH. MOBILIZATION	$ 12,500		$ 12,500	$ -	$ -	$ -	$ 12,000	$ 1,200.00	$ 1,700.00	96.00%	96.00%
MECH. SUBMITTALS	$ 1,125		$ 1,125	$ -	$ -	$ -	$ 1,125	$ 112.50	$ 112.50	100.00%	100.00%
MECH. GENERAL CONDITIONS	$ 1,774		$ 1,774	$ -	$ -	$ -	$ 1,206	$ 120.62	$ 688.22	68.00%	68.00%
MECH. CLOSEOUT DOCUMENTS	$ 1,000		$ 1,000	$ -	$ -	$ -	$ -	$ -	$ 1,000.00	0.00%	0.00%
HVAC FIRST FLOOR											
PERMIT	$ 5,250		$ 5,250	$ -	$ -	$ -	$ 5,250	$ 525.00	$ 525.00	100.00%	100.00%
PRE-ROCK/LINE SET PIPING	$ 24,618		$ 24,618	$ -	$ -	$ -	$ 24,618	$ 2,461.84	$ 2,461.84	100.00%	100.00%
FAU MATERIALS	$ 19,695		$ 19,695	$ -	$ -	$ -	$ 19,695	$ 1,969.47	$ 1,969.47	100.00%	100.00%
ROUGH DUCT	$ 19,695		$ 19,695	$ 19,694.72	$ 1,969.47	$ 17,725.25	$ 19,695	$ 1,969.47	$ 1,969.47	100.00%	100.00%
CONDENSER MATERIALS	$ 19,695		$ 19,695	$ -	$ -	$ -	$ 19,695	$ 1,969.47	$ 1,969.47	100.00%	100.00%
SET CONDENSERS	$ 4,924		$ 4,924	$ 4,923.68	$ 492.37	$ 4,431.31	$ 4,924	$ 492.37	$ 492.37	100.00%	100.00%
SET TRIM	$ 4,924		$ 4,924	$ -	$ -	$ -	$ -	$ -	$ 4,923.68	0.00%	0.00%
START UP	$ 4,924		$ 4,924	$ -	$ -	$ -	$ -	$ -	$ 4,923.68	0.00%	0.00%
HVAC SECOND FLOOR											
PRE-ROCK/LINE SET PIPING	$ 24,618		$ 24,618	$ -	$ -	$ -	$ 24,618	$ 2,461.84	$ 2,461.84	100.00%	100.00%
FAU MATERIALS	$ 19,695		$ 19,695	$ -	$ -	$ -	$ 19,695	$ 1,969.47	$ 1,969.47	100.00%	100.00%
ROUGH DUCT	$ 19,695		$ 19,695	$ 19,694.72	$ 1,969.47	$ 17,725.25	$ 19,695	$ 1,969.47	$ 1,969.47	100.00%	100.00%
CONDENSER MATERIALS	$ 19,695		$ 19,695	$ -	$ -	$ -	$ 19,695	$ 1,969.47	$ 1,969.47	100.00%	100.00%
SET CONDENSERS	$ 4,924		$ 4,924	$ 4,923.68	$ 492.37	$ 4,431.31	$ 4,924	$ 492.37	$ 492.37	100.00%	100.00%
SET TRIM	$ 4,924		$ 4,924	$ -	$ -	$ -	$ -	$ -	$ 4,923.68	0.00%	0.00%
START UP	$ 4,924		$ 4,924	$ -	$ -	$ -	$ -	$ -	$ 4,923.68	0.00%	0.00%
HVAC THIRD FLOOR											
PRE-ROCK/LINE SET PIPING	$ 24,618		$ 24,618	$ -	$ -	$ -	$ 24,618	$ 2,461.84	$ 2,461.84	100.00%	100.00%
FAU MATERIALS	$ 19,695		$ 19,695	$ -	$ -	$ -	$ 19,695	$ 1,969.47	$ 1,969.47	100.00%	100.00%
ROUGH DUCT	$ 19,695		$ 19,695	$ 19,694.72	$ 1,969.47	$ 17,725.25	$ 19,695	$ 1,969.47	$ 1,969.47	100.00%	100.00%
CONDENSER MATERIALS	$ 19,695		$ 19,695	$ -	$ -	$ -	$ 19,695	$ 1,969.47	$ 1,969.47	100.00%	100.00%
SET CONDENSERS	$ 4,924		$ 4,924	$ 4,923.68	$ 492.37	$ 4,431.31	$ 4,924	$ 492.37	$ 492.37	100.00%	100.00%
SET TRIM	$ 4,924		$ 4,924	$ -	$ -	$ -	$ -	$ -	$ 4,923.68	0.00%	0.00%
START UP	$ 4,924		$ 4,924	$ -	$ -	$ -	$ -	$ -	$ 4,923.68	0.00%	0.00%
HVAC FOURTH FLOOR											
PRE-ROCK/LINE SET PIPING	$ 24,618		$ 24,618	$ -	$ -	$ -	$ 24,618	$ 2,461.84	$ 2,461.84	100.00%	100.00%
FAU MATERIALS	$ 19,695		$ 19,695	$ -	$ -	$ -	$ 19,695	$ 1,969.47	$ 1,969.47	100.00%	100.00%
ROUGH DUCT	$ 19,695		$ 19,695	$ -	$ -	$ -	$ -	$ -	$ 19,694.72	0.00%	0.00%
CONDENSER MATERIALS	$ 19,695		$ 19,695	$ -	$ -	$ -	$ 19,695	$ 1,969.47	$ 1,969.47	100.00%	100.00%
SET CONDENSERS	$ 4,924		$ 4,924	$ -	$ -	$ -	$ -	$ -	$ 4,923.68	0.00%	90.00%

SET TRIM	$ 4,924		$ 4,924	$ -	$ -	$ -	$ -	$ -	$ 4,923.68	0.00%	0.00%
START UP	$ 4,924		$ 4,924	$ -	$ -	$ -	$ -	$ -	$ 4,923.68	0.00%	0.00%
HVAC COMMON AREA/ROOF											
PRE-ROCK/LINE SET PIPING	$ 31,689		$ 31,689	$ -	$ -	$ -	$ -	$ -	$ 31,688.87	0.00%	0.00%
FAU MATERIALS	$ 25,351		$ 25,351		$ -	$ -	$ 25,351	$ 2,535.11	$ 2,535.11	100.00%	100.00%
ROUGH DUCT	$ 25,351		$ 25,351	$ -	$ -	$ -	$ -	$ -	$ 25,351.13	0.00%	0.00%
RTU MATERIALS	$ 25,351		$ 25,351	$ -	$ -	$ -	$ -	$ -	$ 25,351.13	0.00%	0.00%
SET EQUIPMENT	$ 6,338		$ 6,338	$ -	$ -	$ -	$ -	$ -	$ 6,337.78	0.00%	0.00%
SET TRIM	$ 6,338		$ 6,338	$ -	$ -	$ -	$ -	$ -	$ 6,337.78	0.00%	0.00%
START UP	$ 6,338		$ 6,338	$ -	$ -	$ -	$ -	$ -	$ 6,337.78	0.00%	0.00%
PLUMBING BELOW PODIUM											
PERMIT	**$ 8,535**		**$ 8,535**	**$ -**	**$ -**	**$ -**	**$ 8,364**	**$ 838.43**	**$ 1,007.13**	**98.00%**	**98.00%**
EXCAVATION/BACKFILL	$ 62,400		$ 62,400	$ -	$ -	$ -	$ 61,152	$ 6,115.20	$ 7,363.20	98.00%	100.00%
U/G SANITARY PIPING	$ 25,935		$ 25,935	$ -	$ -	$ -	$ 25,416	$ 2,541.63	$ 3,060.33	98.00%	100.00%
U/G STORM PIPING	$ 6,285		$ 6,285	$ -	$ -	$ -	$ 6,159	$ 615.93	$ 741.63	98.00%	100.00%
PRECAST STRUCTURES	$ 9,128		$ 84,128	$ -	$ -	$ -	$ 8,945	$ 894.54	$ 76,077.10	10.63%	100.00%
PLUMBING FIRST FLOOR											
A/G WASTE & VENT	$ 73,093		$ 73,093	$ -	$ -	$ -	$ 71,631	$ 7,163.11	$ 8,624.97	98.00%	100.00%
DRAINS/CARRIERS	$ 7,233		$ 7,233	$ -	$ -	$ -	$ 7,088	$ 708.79	$ 853.42	98.00%	100.00%
SLEEVES/INSERTS	$ 55,963		$ 55,963	$ -	$ -	$ -	$ 54,844	$ 5,484.37	$ 6,603.63	98.00%	100.00%
A/G STORM PIPING	$ 18,476		$ 18,476	$ -	$ -	$ -	$ 18,106	$ 1,810.65	$ 2,180.17	98.00%	100.00%
A/G DOMESTIC WATER	$ 79,331		$ 79,331	$ -	$ -	$ -	$ 77,744	$ 7,774.44	$ 9,361.06	98.00%	100.00%
A/G GAS PIPING	$ 31,071		$ 31,071	$ -	$ -	$ -	$ 30,450	$ 3,044.96	$ 3,666.38	98.00%	100.00%
TUBS & HOOKUPS	$ 37,040		$ 37,040	$ 3,704.00	$ 370.40	$ 3,333.60	$ 35,188	$ 3,518.80	$ 5,370.80	95.00%	100.00%
PLUMBING FIXTURES	$ 55,513		$ 55,513	$ -	$ -	$ -	$ 13,878	$ 1,387.83	$ 43,022.58	25.00%	25.00%
PLUMBING EQUIPMENT	$ 15,975		$ 15,975	$ -	$ -	$ -	$ 9,585	$ 958.50	$ 7,348.50	60.00%	60.00%
CONDENSATE PIPING	$ 5,584		$ 5,584	$ -	$ -	$ -	$ 5,472	$ 547.23	$ 658.91	98.00%	100.00%
PLUMBING TESTING	$ 8,566		$ 8,566	$ -	$ -	$ -	$ 7,709	$ 770.94	$ 1,627.54	90.00%	90.00%
PLUMBING IDENTIFICATION	$ 2,112		$ 2,112	$ -	$ -	$ -	$ -	$ -	$ 2,112.00	0.00%	0.00%
INSULATION - FIRESTOP	$ 10,120		$ 97,620	$ -	$ -	$ -	$ 87,400	$ 8,740.00	$ 18,960.00	89.53%	100.00%
PLUMBING SECOND FLOOR											
A/G WASTE & VENT	$ 73,093		$ 73,093	$ -	$ -	$ -	$ 71,631	$ 7,163.11	$ 8,624.97	98.00%	100.00%
DRAINS/CARRIERS	$ 7,233		$ 7,233	$ -	$ -	$ -	$ 7,088	$ 708.79	$ 853.43	98.00%	100.00%
A/G STORM PIPING	$ 18,476		$ 18,476	$ -	$ -	$ -	$ 18,106	$ 1,810.65	$ 2,180.17	98.00%	100.00%
A/G DOMESTIC WATER	$ 79,331		$ 79,331	$ -	$ -	$ -	$ 77,744	$ 7,774.44	$ 9,361.06	98.00%	100.00%
A/G GAS PIPING	$ 31,071		$ 31,071	$ -	$ -	$ -	$ 30,450	$ 3,044.96	$ 3,666.38	98.00%	100.00%
TUBS & HOOKUPS	$ 37,040		$ 37,040	$ -	$ -	$ -	$ 33,336	$ 3,333.60	$ 7,037.60	90.00%	100.00%
PLUMBING FIXTURES	$ 55,513		$ 55,513	$ 8,326.95	$ 832.70	$ 7,494.26	$ 8,327	$ 832.70	$ 48,018.75	15.00%	50.00%
PLUMBING EQUIPMENT	$ 15,975		$ 15,975	$ 3,195.00	$ 319.50	$ 2,875.50	$ 11,183	$ 1,118.25	$ 5,910.75	70.00%	50.00%
CONDENSATE PIPING	$ 5,584		$ 5,584	$ -	$ -	$ -	$ 5,472	$ 547.23	$ 658.91	98.00%	100.00%
PLUMBING TESTING	$ 8,566		$ 8,566	$ -	$ -	$ -	$ 7,709	$ 770.94	$ 1,627.54	90.00%	90.00%
PLUMBING IDENTIFICATION	$ 2,112		$ 2,112	$ -	$ -	$ -	$ -	$ -	$ 2,112.00	0.00%	0.00%
INSULATION - FIRESTOP	$ 10,120		$ 97,620	$ 506.00	$ 50.60	$ 455.40	$ 92,590	$ 9,258.98	$ 14,199.18	94.95%	100.00%
PLUMBING THIRD FLOOR											
A/G WASTE & VENT	$ 73,093		$ 73,093	$ -	$ -	$ -	$ 69,438	$ 6,943.84	$ 10,598.49	95.00%	100.00%
DRAINS/CARRIERS	$ 7,233		$ 7,233	$ -	$ -	$ -	$ 7,088	$ 708.79	$ 853.44	98.00%	100.00%
A/G STORM PIPING	$ 18,476		$ 18,476	$ -	$ -	$ -	$ 17,552	$ 1,755.22	$ 2,679.02	95.00%	100.00%
A/G DOMESTIC WATER	$ 79,331		$ 79,331	$ -	$ -	$ -	$ 75,364	$ 7,536.45	$ 11,503.00	95.00%	100.00%
A/G GAS PIPING	$ 31,071		$ 31,071	$ -	$ -	$ -	$ 27,964	$ 2,796.39	$ 5,903.49	90.00%	100.00%
TUBS & HOOKUPS	$ 37,040		$ 37,040	$ 3,704.00	$ 370.40	$ 3,333.60	$ 29,632	$ 2,963.20	$ 10,371.20	80.00%	100.00%
PLUMBING FIXTURES	$ 55,513		$ 55,513	$ -	$ -	$ -	$ 5,551	$ 555.13	$ 50,516.83	10.00%	50.00%
PLUMBING EQUIPMENT	$ 15,975		$ 15,975	$ 3,195.00	$ 319.50	$ 2,875.50	$ 11,183	$ 1,118.25	$ 5,910.75	70.00%	50.00%
CONDENSATE PIPING	$ 5,584		$ 5,584	$ -	$ -	$ -	$ 5,026	$ 502.56	$ 1,060.96	90.00%	100.00%
PLUMBING TESTING	$ 8,566		$ 8,566	$ 3,426.40	$ 342.64	$ 3,083.76	$ 6,853	$ 685.28	$ 2,398.48	80.00%	80.00%
PLUMBING IDENTIFICATION	$ 2,112		$ 2,112	$ -	$ -	$ -	$ -	$ -	$ 2,112.00	0.00%	0.00%
INSULATION - FIRESTOP	$ 10,120		$ 97,620	$ 17,548.00	$ 1,754.80	$ 15,793.20	$ 87,489	$ 8,748.90	$ 18,879.90	89.62%	100.00%

PLUMBING FOURTH FLOOR												
A/G WASTE & VENT	$ 73,093		$ 73,093	$ -	$ -	$ -	$ 71,631	$ 7,163.11	$ 8,624.97	98.00%	100.00%
DRAINS/CARRIERS	$ 7,233		$ 7,233	$ -	$ -	$ -	$ 7,088	$ 708.79	$ 853.44	98.00%	100.00%
A/G STORM PIPING	$ 18,476		$ 18,476	$ -	$ -	$ -	$ 17,552	$ 1,755.22	$ 2,679.02	95.00%	100.00%
A/G DOMESTIC WATER	$ 79,331		$ 79,331	$ -	$ -	$ -	$ 75,364	$ 7,536.45	$ 11,503.00	95.00%	100.00%
A/G GAS PIPING	$ 31,071		$ 31,071	$ 1,553.55	$ 155.36	$ 1,398.20	$ 29,517	$ 2,951.75	$ 4,505.30	95.00%	100.00%
TUBS & HOOKUPS	$ 37,040		$ 37,040	$ 7,408.00	$ 740.80	$ 6,667.20	$ 29,632	$ 2,963.20	$ 10,371.20	80.00%	100.00%
PLUMBING FIXTURES	$ 55,513		$ 55,513	$ -	$ -	$ -	$ 5,551	$ 555.13	$ 50,516.83	10.00%	50.00%
PLUMBING EQUIPMENT	$ 15,975		$ 15,975	$ 3,993.75	$ 399.38	$ 3,594.38	$ 7,988	$ 798.75	$ 8,786.25	50.00%	50.00%
CONDENSATE PIPING	$ 5,584		$ 5,584	$ -	$ -	$ -	$ 5,472	$ 547.23	$ 658.91	98.00%	100.00%
PLUMBING TESTING	$ 8,566		$ 8,566	$ 428.30	$ 42.83	$ 385.47	$ 8,138	$ 813.77	$ 1,242.07	95.00%	95.00%
PLUMBING IDENTIFICATION	$ 2,112		$ 2,112	$ -	$ -	$ -	$ -	$ -	$ 2,112.00	0.00%	0.00%
INSULATION - FIRESTOP	$ 10,120		$ 97,620	$ 508.00	$ 50.80	$ 455.40	$ 89,888	$ 8,988.82	$ 18,720.82	92.08%	100.00%
ELECTRICAL											
ELECTRICAL ENGINEERING	$ 29,450		$ 29,450	$ -	$ -	$ -	$ 22,097	$ 2,209.68	$ 9,562.88	75.03%	75.03%
ELECTRICAL MOBILIZATION	$ 32,300		$ 15,840	$ -	$ -	$ -	$ 15,840	$ 1,584.00	$ 1,584.00	100.00%	100.00%
OFFICE TRAILER/ADMIN 24 Mos.	$ 22,800		$ 22,800	$ 5,000.00	$ 500.00	$ 4,500.00	$ 12,403	$ 1,240.30	$ 11,637.30	54.40%	54.40%
PRJT. ENG, CAD, PRJT. ASST.	$ 14,250		$ 14,250	$ -	$ -	$ -	$ 12,735	$ 1,273.50	$ 2,788.50	89.37%	89.37%
ELECTRICAL PERMITS	$ 12,350		$ 12,350	$ -	$ -	$ -	$ 6,930	$ 693.00	$ 6,113.00	56.11%	56.11%
SUBMITTALS	$ 1,900		$ 1,900	$ -	$ -	$ -	$ 1,900	$ 190.00	$ 190.00	100.00%	100.00%
SUPERVISION/PLANNING/COOR	$ 22,800		$ 22,800	$ -	$ -	$ -	$ 16,850	$ 1,685.00	$ 7,635.00	73.90%	73.90%
LIGHT FIXTURE PACKAGE	$ 106,000		$ 106,000	$ 45,000.00	$ 4,500.00	$ 40,500.00	$ 98,436	$ 9,843.60	$ 17,407.60	92.86%	50.00%
DISTRIBUTION PACKAGE	$ 83,000		$ 83,000	$ 8,000.00	$ 800.00	$ 7,200.00	$ 78,500	$ 7,850.00	$ 12,350.00	94.58%	95.00%
LOW VOLT SYS FA, CCTV, CA	$ 50,000		$ 93,928	$ 10,000.00	$ 1,000.00	$ 9,000.00	$ 62,744	$ 6,274.40	$ 37,458.40	66.80%	75.00%
UNDERSLAB BRANCH CONDUIT	$ 85,000		$ 85,000	$ -	$ -	$ -	$ 76,500	$ 7,650.00	$ 16,150.00	90.00%	100.00%
GARAGE & 1st FLR CONDUIT &	$ 400,000		$ 400,000	$ -	$ -	$ -	$ 380,000	$ 38,000.00	$ 58,000.00	95.00%	100.00%
1st FLR RGH WALLS/CEILINGS	$ 75,000		$ 75,000	$ 3,500.00	$ 350.00	$ 3,150.00	$ 71,250	$ 7,125.00	$ 10,875.00	95.00%	100.00%
1st FLR DEVICE & FIXTURE TRIM	$ 10,000		$ 10,000	$ -	$ -	$ -	$ -	$ -	$ 10,000.00	0.00%	0.00%
2nd FLR RGH WALLS/CEILINGS	$ 75,000		$ 75,000	$ 3,500.00	$ 350.00	$ 3,150.00	$ 71,250	$ 7,125.00	$ 10,875.00	95.00%	100.00%
2nd FLR DEVICE & FIXTURE TRIM	$ 10,000		$ 10,000	$ -	$ -	$ -	$ -	$ -	$ 10,000.00	0.00%	0.00%
3rd FLR RGH WALLS/CEILINGS	$ 75,000		$ 75,000	$ -	$ -	$ -	$ 67,750	$ 6,775.00	$ 14,025.00	90.33%	100.00%
3rd FLR DEVICE & FIXTURE TRIM	$ 10,000		$ 10,000	$ -	$ -	$ -	$ -	$ -	$ 10,000.00	0.00%	0.00%
4th FLR RGH WALLS/CEILINGS	$ 75,000		$ 75,000	$ -	$ -	$ -	$ 67,750	$ 6,775.00	$ 14,025.00	90.33%	100.00%
4th FLR DEVICE & FIXTURE TRIM	$ 10,000		$ 10,000	$ -	$ -	$ -	$ -	$ -	$ 10,000.00	0.00%	0.00%
APCO CONTRACTOR FEE	$ 874,315		$ 874,315	$ 56,848.94	$ 5,684.69	$ 50,982.25	$ 592,404	$ 59,240.43	$ 341,151.13	67.76%	67.76%
SUBTOTAL BUILDING 8	$ 13,142,910	$ -	$ 13,246,955	$ 908,480.66	$ 90,848.07	$ 817,632.59	$ 9,387,160	$ 938,716.03	$ 4,798,519.47	70.88%	72.02%
BUILDING 9											
LANDSCAPING	$ 60,000		$ 60,000	$ -	$ -	$ -	$ -	$ -	$ 60,000.00	0.00%	0.00%
REINFORCING STEEL LABOR	$ 210,000		$ 210,000	$ 139.50	$ 13.95	$ 125.55	$ 210,000	$ 21,000.00	$ 21,000.00	100.00%	100.00%
REINFORCING STEEL MATERIAL	$ 300,000		$ 419,123	$ -	$ -	$ -	$ 419,123	$ 41,912.28	$ 41,912.28	100.00%	100.00%
EXCAVATE FOOTINGS	$ 127,500		$ 127,500	$ -	$ -	$ -	$ 127,500	$ 12,750.00	$ 12,750.00	100.00%	100.00%
PLACE FOOTINGS	$ 160,000		$ 160,000	$ -	$ -	$ -	$ 160,000	$ 16,000.00	$ 16,000.00	100.00%	100.00%
FORM/PLACE WALLS	$ 300,000		$ 300,000	$ -	$ -	$ -	$ 300,000	$ 30,000.00	$ 30,000.00	100.00%	100.00%
FORM/PLACE COLUMNS	$ 80,000		$ 80,000	$ -	$ -	$ -	$ 80,000	$ 8,000.00	$ 8,000.00	100.00%	100.00%
PLACE SLAB ON GRADE	$ 160,000		$ 160,000	$ -	$ -	$ -	$ 160,000	$ 16,000.00	$ 16,000.00	100.00%	100.00%
FORM/PLACE DECK	$ 360,000		$ 360,000	$ -	$ -	$ -	$ 360,000	$ 36,000.00	$ 36,000.00	100.00%	100.00%
LTWT CONCRETE	$ 100,000		$ 146,893	$ -	$ -	$ -	$ 20,000	$ 2,000.00	$ 128,892.50	13.62%	15.00%
PRECAST FLOOR 1	$ 100,000		$ 100,000	$ 25,931.25	$ 2,593.13	$ 23,338.13	$ 51,863	$ 5,186.25	$ 53,323.75	51.86%	50.00%
PRECAST FLOOR 2	$ 100,000		$ 100,000	$ 25,931.25	$ 2,593.13	$ 23,338.13	$ 51,863	$ 5,186.25	$ 53,323.75	51.86%	50.00%
PRECAST FLOOR 3	$ 100,000		$ 100,000	$ 25,931.25	$ 2,593.13	$ 23,338.13	$ 51,863	$ 5,186.25	$ 53,323.75	51.86%	50.00%
PRECAST FLOOR 4	$ 100,000		$ 100,000	$ 25,931.25	$ 2,593.13	$ 23,338.13	$ 51,863	$ 5,186.25	$ 53,323.75	51.86%	50.00%
MASONRY CMU	$ 249,300		$ 249,300	$ -	$ -	$ -	$ 248,589	$ 24,858.90	$ 25,569.90	99.71%	100.00%
THIN BRICK VENEER	$ 310,700		$ 310,700	$ -	$ -	$ -	$ -	$ -	$ 310,700.00	0.00%	0.00%
GRANITE	$ 100,000		$ 100,000	$ 1,890.00	$ 189.00	$ 1,701.00	$ 13,405	$ 1,340.50	$ 87,935.50	13.41%	13.00%
MISC. STEEL	$ 221,000		$ 91,000	$ 51,283.72	$ 5,128.37	$ 46,155.35	$ 51,284	$ 5,128.37	$ 44,844.65	56.38%	60.00%

WOOD FRAMING L1 LABOR/EQUIP	$ 199,015		$ 199,015	$ -	$ -	$ -	$ 199,015	$ 19,901.50	$ 19,901.50	100.00%	100.00%
WOOD FRAMING L1 MATERIAL	$ 245,918		$ 245,918	$ -	$ -	$ -	$ 245,918	$ 24,591.80	$ 24,591.80	100.00%	100.00%
WOOD FRAMING L2 LABOR/EQUIP	$ 177,141		$ 177,141	$ -	$ -	$ -	$ 177,141	$ 17,714.10	$ 17,714.10	100.00%	100.00%
WOOD FRAMING L2 MATERIAL	$ 229,547		$ 229,547	$ -	$ -	$ -	$ 229,547	$ 22,954.70	$ 22,954.70	100.00%	100.00%
WOOD FRAMING L3 LABOR/EQUIP	$ 177,141		$ 177,141	$ -	$ -	$ -	$ 177,141	$ 17,714.10	$ 17,714.10	100.00%	100.00%
WOOD FRAMING L3 MATERIAL	$ 226,039		$ 226,039	$ -	$ -	$ -	$ 226,039	$ 22,603.90	$ 22,603.90	100.00%	100.00%
WOOD FRAMING L4 LABOR/EQUIP	$ 162,032		$ 162,032	$ -	$ -	$ -	$ 162,032	$ 16,203.20	$ 16,203.20	100.00%	100.00%
WOOD FRAMING L4 MATERIAL	$ 146,941		$ 146,941	$ -	$ -	$ -	$ 146,941	$ 14,694.10	$ 14,694.10	100.00%	100.00%
WOOD FRAMING RF LABOR/EQUIP	$ 61,646		$ 61,646	$ -	$ -	$ -	$ 61,646	$ 6,164.60	$ 6,164.60	100.00%	100.00%
WOOD FRAMING RF MATERIAL	$ 179,580		$ 179,580	$ -	$ -	$ -	$ 179,580	$ 17,958.00	$ 17,958.00	100.00%	100.00%
FINISH CARPENTRY	$ 600,000		$ 600,000	$ 169,178.68	$ 18,917.87	$ 152,260.81	$ 210,042	$ 21,004.19	$ 410,962.26	35.01%	10.00%
INSULATION	$ 91,800		$ 91,800	$ 40,485.00	$ 4,048.50	$ 36,436.50	$ 82,620	$ 8,262.00	$ 17,442.00	90.00%	99.00%
ROOFING	$ 220,020		$ 157,738	$ 6,308.72	$ 630.87	$ 5,677.85	$ 156,160	$ 15,615.98	$ 17,194.16	99.00%	100.00%
WATERPROOFING	$ 123,600		$ 59,475	$ -	$ -	$ -	$ 46,170	$ 4,616.97	$ 17,922.24	77.63%	90.00%
STUCCO	$ 396,700		$ 396,700	$ 238,792.50	$ 23,879.25	$ 214,913.25	$ 297,525	$ 29,752.50	$ 128,927.50	75.00%	75.00%
WINDOWS	$ 254,000		$ 254,000	$ -	$ -	$ -	$ 238,172	$ 23,817.20	$ 39,845.20	93.77%	99.00%
DRYWALL	$ 900,000		$ 1,054,050	$ 217,632.50	$ 21,763.25	$ 195,869.25	$ 685,133	$ 68,513.25	$ 437,430.75	65.00%	75.00%
FLOORING	$ 300,000		$ 300,000	$ -	$ -	$ -	$ -	$ -	$ 300,000.00	0.00%	0.00%
PAINTING	$ 765,000		$ 353,118	$ -	$ -	$ -	$ -	$ -	$ 353,117.50	0.00%	0.00%
APPLIANCES	$ 112,000		$ 112,000	$ -	$ -	$ -	$ -	$ -	$ 112,000.00	0.00%	0.00%
ELEVATORS	$ 274,926		$ 274,926	$ 117,031.00	$ 11,703.10	$ 105,327.90	$ 189,531	$ 18,953.10	$ 104,348.10	68.94%	0.00%
MECH. MOBILIZATION	$ 12,500		$ 12,500	$ -	$ -	$ -	$ 10,500	$ 1,050.00	$ 3,050.00	84.00%	84.00%
MECH. SUBMITTALS	$ 1,125		$ 1,125	$ -	$ -	$ -	$ 1,125	$ 112.50	$ 112.50	100.00%	100.00%
MECH. GENERAL CONDITIONS	$ 1,774		$ 1,774	$ -	$ -	$ -	$ 1,206	$ 120.62	$ 688.22	68.00%	68.00%
MECH. CLOSEOUT DOCUMENTS	$ 1,000		$ 1,000	$ -	$ -	$ -	$ -	$ -	$ 1,000.00	0.00%	0.00%
HVAC FIRST FLOOR											
PERMIT	$ 5,250		$ 5,250	$ -	$ -	$ -	$ 5,250	$ 525.00	$ 525.00	100.00%	100.00%
PRE-ROCK/LINE SET PIPING	$ 24,618		$ 24,618	$ -	$ -	$ -	$ 24,618	$ 2,461.84	$ 2,461.84	100.00%	100.00%
FAU MATERIALS	$ 19,695		$ 19,695	$ -	$ -	$ -	$ 19,695	$ 1,969.47	$ 1,969.47	100.00%	100.00%
ROUGH DUCT	$ 19,695		$ 19,695	$ 14,771.04	$ 1,477.10	$ 13,293.94	$ 19,695	$ 1,969.47	$ 1,969.47	100.00%	100.00%
CONDENSER MATERIALS	$ 19,695		$ 19,695	$ -	$ -	$ -	$ 19,695	$ 1,969.47	$ 1,969.47	100.00%	100.00%
SET CONDENSERS	$ 4,924		$ 4,924	$ 984.74	$ 98.47	$ 886.27	$ 4,924	$ 492.37	$ 492.37	100.00%	100.00%
SET TRIM	$ 4,924		$ 4,924	$ -	$ -	$ -	$ -	$ -	$ 4,923.68	0.00%	0.00%
START UP	$ 4,924		$ 4,924	$ -	$ -	$ -	$ -	$ -	$ 4,923.68	0.00%	0.00%
HVAC SECOND FLOOR											
PRE-ROCK/LINE SET PIPING	$ 24,618		$ 24,618	$ -	$ -	$ -	$ 24,618	$ 2,461.84	$ 2,461.84	100.00%	100.00%
FAU MATERIALS	$ 19,695		$ 19,695	$ -	$ -	$ -	$ 19,695	$ 1,969.47	$ 1,969.47	100.00%	100.00%
ROUGH DUCT	$ 19,695		$ 19,695	$ 19,694.72	$ 1,969.47	$ 17,725.25	$ 19,695	$ 1,969.47	$ 1,969.47	100.00%	100.00%
CONDENSER MATERIALS	$ 19,695		$ 19,695	$ -	$ -	$ -	$ 19,695	$ 1,969.47	$ 1,969.47	100.00%	100.00%
SET CONDENSERS	$ 4,924		$ 4,924	$ 984.74	$ 98.47	$ 886.27	$ 4,924	$ 492.37	$ 492.37	100.00%	100.00%
SET TRIM	$ 4,924		$ 4,924	$ -	$ -	$ -	$ -	$ -	$ 4,923.68	0.00%	0.00%
START UP	$ 4,924		$ 4,924	$ -	$ -	$ -	$ -	$ -	$ 4,923.68	0.00%	0.00%
HVAC THIRD FLOOR											
PRE-ROCK/LINE SET PIPING	$ 24,618		$ 24,618	$ -	$ -	$ -	$ 24,618	$ 2,461.84	$ 2,461.84	100.00%	100.00%
FAU MATERIALS	$ 19,695		$ 19,695	$ -	$ -	$ -	$ 19,695	$ 1,969.47	$ 1,969.47	100.00%	100.00%
ROUGH DUCT	$ 19,695		$ 19,695	$ 19,694.72	$ 1,969.47	$ 17,725.25	$ 19,695	$ 1,969.47	$ 1,969.47	100.00%	100.00%
CONDENSER MATERIALS	$ 19,695		$ 19,695	$ -	$ -	$ -	$ 19,695	$ 1,969.47	$ 1,969.47	100.00%	100.00%
SET CONDENSERS	$ 4,924		$ 4,924	$ 984.74	$ 98.47	$ 886.27	$ 4,924	$ 492.37	$ 492.37	100.00%	100.00%
SET TRIM	$ 4,924		$ 4,924	$ -	$ -	$ -	$ -	$ -	$ 4,923.68	0.00%	0.00%
START UP	$ 4,924		$ 4,924	$ -	$ -	$ -	$ -	$ -	$ 4,923.68	0.00%	0.00%
HVAC FOURTH FLOOR											
PRE-ROCK/LINE SET PIPING	$ 24,618		$ 24,618	$ -	$ -	$ -	$ 24,618	$ 2,461.84	$ 2,461.84	100.00%	100.00%
FAU MATERIALS	$ 19,695		$ 19,695	$ -	$ -	$ -	$ 19,695	$ 1,969.47	$ 1,969.47	100.00%	100.00%
ROUGH DUCT	$ 19,695		$ 19,695	$ -	$ -	$ -	$ -	$ -	$ 19,694.72	0.00%	100.00%
CONDENSER MATERIALS	$ 19,695		$ 19,695	$ -	$ -	$ -	$ 19,695	$ 1,969.47	$ 1,969.47	100.00%	100.00%
SET CONDENSERS	$ 4,924		$ 4,924	$ 984.74	$ 98.47	$ 886.27	$ 4,924	$ 492.37	$ 492.37	100.00%	100.00%

SET TRIM	$ 4,924		$ 4,924	$ -	$ -	$ -	$ -	$ -	$ 4,923.68	0.00%	0.00%
START UP	$ 4,924		$ 4,924	$ -	$ -	$ -	$ -	$ -	$ 4,923.68	0.00%	0.00%
HVAC COMMON AREA/ROOF											
PRE-ROCK/LINE SET PIPING	$ 31,689		$ 31,689	$ 9,506.66	$ 950.67	$ 8,555.99	$ 25,351	$ 2,535.11	$ 8,872.88	80.00%	80.00%
FAU-RTU MATERIALS	$ 25,351		$ 25,351	$ -	$ -	$ -	$ 25,351	$ 2,535.11	$ 2,535.11	100.00%	100.00%
ROUGH DUCT	$ 25,351		$ 25,351	$ 12,675.57	$ 1,267.56	$ 11,408.01	$ 12,676	$ 1,267.56	$ 13,943.12	50.00%	50.00%
RTU MATERIALS	$ 25,351		$ 25,351	$ -	$ -	$ -	$ -	$ -	$ 25,351.13	0.00%	0.00%
SET EQUIPMENT	$ 6,338		$ 6,338	$ -	$ -	$ -	$ -	$ -	$ 6,337.78	0.00%	0.00%
SET TRIM	$ 6,338		$ 6,338	$ -	$ -	$ -	$ -	$ -	$ 6,337.78	0.00%	0.00%
START UP	$ 6,338		$ 6,338	$ -	$ -	$ -	$ -	$ -	$ 6,337.78	0.00%	0.00%
PLUMBING BELOW PODIUM											
PERMIT	$ 8,535		$ 8,535	$ -	$ -	$ -	$ 8,364	$ 836.43	$ 1,007.13	98.00%	98.00%
EXCAVATION/BACKFILL	$ 62,400		$ 62,400	$ -	$ -	$ -	$ 61,152	$ 6,115.20	$ 7,383.20	98.00%	100.00%
U/G SANITARY PIPING	$ 25,935		$ 25,935	$ -	$ -	$ -	$ 25,416	$ 2,541.63	$ 3,060.33	98.00%	100.00%
U/G STORM PIPING	$ 6,285		$ 6,285	$ -	$ -	$ -	$ 6,159	$ 615.93	$ 741.63	98.00%	100.00%
PRECAST STRUCTURES	$ 9,128		$ 84,128	$ -	$ -	$ -	$ 8,945	$ 894.54	$ 76,077.10	10.63%	100.00%
PLUMBING FIRST FLOOR											
A/G WASTE & VENT	$ 73,093		$ 73,093	$ -	$ -	$ -	$ 71,631	$ 7,163.11	$ 8,624.97	98.00%	100.00%
DRAINS/CARRIERS	$ 7,233		$ 7,233	$ -	$ -	$ -	$ 7,088	$ 708.79	$ 853.42	98.00%	100.00%
SLEEVES/INSERTS	$ 55,963		$ 55,963	$ -	$ -	$ -	$ 54,844	$ 5,484.37	$ 6,603.63	98.00%	100.00%
A/G STORM PIPING	$ 18,476		$ 18,476	$ -	$ -	$ -	$ 18,106	$ 1,810.65	$ 2,180.17	98.00%	100.00%
A/G DOMESTIC WATER	$ 79,331		$ 79,331	$ -	$ -	$ -	$ 77,744	$ 7,774.44	$ 9,361.06	98.00%	100.00%
A/G GAS PIPING	$ 31,071		$ 31,071	$ -	$ -	$ -	$ 30,450	$ 3,044.96	$ 3,666.38	98.00%	100.00%
TUBS & HOOKUPS	$ 37,040		$ 37,040	$ 1,852.00	$ 185.20	$ 1,666.80	$ 33,336	$ 3,333.60	$ 7,037.60	90.00%	100.00%
PLUMBING FIXTURES	$ 55,513		$ 55,513	$ -	$ -	$ -	$ 11,103	$ 1,110.26	$ 45,520.66	20.00%	50.00%
PLUMBING EQUIPMENT	$ 15,975		$ 15,975	$ 4,792.50	$ 479.25	$ 4,313.25	$ 12,780	$ 1,278.00	$ 4,473.00	80.00%	80.00%
CONDENSATE PIPING	$ 5,584		$ 5,584	$ -	$ -	$ -	$ 5,472	$ 547.23	$ 658.91	98.00%	100.00%
PLUMBING TESTING	$ 8,566		$ 8,566	$ -	$ -	$ -	$ 8,138	$ 813.77	$ 1,242.07	95.00%	95.00%
PLUMBING IDENTIFICATION	$ 2,112		$ 2,112	$ -	$ -	$ -	$ -	$ -	$ 2,112.00	0.00%	0.00%
INSULATION - FIRESTOP	$ 10,120		$ 97,620	$ 1,012.00	$ 101.20	$ 910.80	$ 87,989	$ 8,798.90	$ 18,429.90	90.13%	100.00%
PLUMBING SECOND FLOOR											
A/G WASTE & VENT	$ 73,093		$ 73,093	$ -	$ -	$ -	$ 71,631	$ 7,163.11	$ 8,624.97	98.00%	100.00%
DRAINS/CARRIERS	$ 7,233		$ 7,233	$ -	$ -	$ -	$ 7,088	$ 708.79	$ 853.43	98.00%	100.00%
A/G STORM PIPING	$ 18,476		$ 18,476	$ -	$ -	$ -	$ 18,106	$ 1,810.65	$ 2,180.17	98.00%	100.00%
A/G DOMESTIC WATER	$ 79,331		$ 79,331	$ -	$ -	$ -	$ 77,744	$ 7,774.44	$ 9,361.06	98.00%	100.00%
A/G GAS PIPING	$ 31,071		$ 31,071	$ 932.13	$ 93.21	$ 838.92	$ 30,450	$ 3,044.96	$ 3,666.38	98.00%	100.00%
TUBS & HOOKUPS	$ 37,040		$ 37,040	$ -	$ -	$ -	$ 33,336	$ 3,333.60	$ 7,037.60	90.00%	100.00%
PLUMBING FIXTURES	$ 55,513		$ 55,513	$ 11,102.60	$ 1,110.26	$ 9,992.34	$ 11,103	$ 1,110.26	$ 45,520.66	20.00%	50.00%
PLUMBING EQUIPMENT	$ 15,975		$ 15,975	$ 1,597.50	$ 159.75	$ 1,437.75	$ 9,585	$ 958.50	$ 7,348.50	60.00%	60.00%
CONDENSATE PIPING	$ 5,584		$ 5,584	$ -	$ -	$ -	$ 5,472	$ 547.23	$ 658.91	98.00%	100.00%
PLUMBING TESTING	$ 8,566		$ 8,566	$ -	$ -	$ -	$ 8,138	$ 813.77	$ 1,242.07	95.00%	95.00%
PLUMBING IDENTIFICATION	$ 2,112		$ 2,112	$ -	$ -	$ -	$ -	$ -	$ 2,112.00	0.00%	0.00%
INSULATION - FIRESTOP	$ 10,120		$ 97,620	$ -	$ -	$ -	$ 90,989	$ 9,098.90	$ 15,729.90	93.21%	100.00%
PLUMBING THIRD FLOOR											
A/G WASTE & VENT	$ 73,093		$ 73,093	$ -	$ -	$ -	$ 71,631	$ 7,163.11	$ 8,624.97	98.00%	100.00%
DRAINS/CARRIERS	$ 7,233		$ 7,233	$ -	$ -	$ -	$ 6,871	$ 687.09	$ 1,048.71	95.00%	100.00%
A/G STORM PIPING	$ 18,476		$ 18,476	$ 923.80	$ 92.38	$ 831.42	$ 17,552	$ 1,755.22	$ 2,679.02	95.00%	100.00%
A/G DOMESTIC WATER	$ 79,331		$ 79,331	$ 3,966.55	$ 396.66	$ 3,569.90	$ 75,364	$ 7,536.45	$ 11,503.00	95.00%	100.00%
A/G GAS PIPING	$ 31,071		$ 31,071	$ 1,553.55	$ 155.36	$ 1,398.20	$ 29,517	$ 2,951.75	$ 4,505.30	95.00%	100.00%
TUBS & HOOKUPS	$ 37,040		$ 37,040	$ 3,704.00	$ 370.40	$ 3,333.60	$ 33,336	$ 3,333.60	$ 7,037.60	90.00%	100.00%
PLUMBING FIXTURES	$ 55,513		$ 55,513	$ -	$ -	$ -	$ 11,103	$ 1,110.26	$ 45,520.66	20.00%	50.00%
PLUMBING EQUIPMENT	$ 15,975		$ 15,975	$ 6,390.00	$ 639.00	$ 5,751.00	$ 8,786	$ 878.63	$ 8,067.38	55.00%	50.00%
CONDENSATE PIPING	$ 5,584		$ 5,584	$ -	$ -	$ -	$ 5,472	$ 547.23	$ 658.91	98.00%	100.00%
PLUMBING TESTING	$ 8,566		$ 8,566	$ 1,713.20	$ 171.32	$ 1,541.88	$ 8,138	$ 813.77	$ 1,242.07	95.00%	95.00%
PLUMBING IDENTIFICATION	$ 2,112		$ 2,112	$ -	$ -	$ -	$ -	$ -	$ 2,112.00	0.00%	0.00%
INSULATION - FIRESTOP	$ 10,120		$ 97,620	$ 1,012.00	$ 101.20	$ 910.80	$ 83,483	$ 8,348.30	$ 22,485.30	85.52%	100.00%

PLUMBING FOURTH FLOOR													
A/G WASTE & VENT	$ 73,093		$ 73,093	$ 2,192.79	$ 219.28	$ 1,973.51	$ 71,631	$ 7,163.11	$ 8,624.97	98.00%	100.00%
DRAINS/CARRIERS	$ 7,233		$ 7,233	$ 216.98	$ 21.70	$ 195.28	$ 7,088	$ 708.79	$ 853.43	98.00%	100.00%
A/G STORM PIPING	$ 18,476		$ 18,476	$ 554.28	$ 55.43	$ 498.85	$ 18,106	$ 1,810.65	$ 2,180.17	98.00%	100.00%
A/G DOMESTIC WATER	$ 79,331		$ 79,331	$ 2,379.93	$ 237.99	$ 2,141.94	$ 77,744	$ 7,774.44	$ 9,361.06	98.00%	100.00%
A/G GAS PIPING	$ 31,071		$ 31,071	$ 932.13	$ 93.21	$ 838.92	$ 28,896	$ 2,889.60	$ 5,064.57	93.00%	100.00%
TUBS & HOOKUPS	$ 37,040		$ 37,040	$ 1,852.00	$ 185.20	$ 1,666.80	$ 35,188	$ 3,518.80	$ 5,370.80	95.00%	100.00%
PLUMBING FIXTURES	$ 55,513		$ 55,513	$ -	$ -	$ -	$ 11,103	$ 1,110.26	$ 45,520.66	20.00%	50.00%
PLUMBING EQUIPMENT	$ 15,975		$ 15,975	$ 3,195.00	$ 319.50	$ 2,875.50	$ 7,988	$ 798.75	$ 8,786.25	50.00%	50.00%
CONDENSATE PIPING	$ 5,584		$ 5,584	$ -	$ -	$ -	$ 5,472	$ 547.23	$ 658.91	98.00%	100.00%
PLUMBING TESTING	$ 8,566		$ 8,566	$ 856.60	$ 85.66	$ 770.94	$ 7,709	$ 770.94	$ 1,627.54	90.00%	95.00%
PLUMBING IDENTIFICATION	$ 2,112		$ 2,112	$ -	$ -	$ -	$ -	$ -	$ 2,112.00	0.00%	0.00%
INSULATION - FIRESTOP	$ 10,120		$ 97,620	$ 1,012.00	$ 101.20	$ 910.80	$ 89,568	$ 8,955.80	$ 17,017.80	91.74%	100.00%
ELECTRICAL											
ELECTRICAL ENGINEERING	$ 29,450		$ 29,450	$ -	$ -	$ -	$ 22,097	$ 2,209.88	$ 9,562.88	75.03%	75.03%
ELECTRICAL MOBILIZATION	$ 32,300		$ 15,840	$ -	$ -	$ -	$ 15,840	$ 1,584.00	$ 1,584.00	100.00%	100.00%
OFFICE TRAILER/ADMIN 24 Mos.	$ 22,800		$ 22,800	$ -	$ -	$ -	$ 12,403	$ 1,240.30	$ 11,637.30	54.40%	54.40%
PRJT. ENG, CAD, PRJT. ASST.	$ 14,250		$ 14,250	$ 4,000.00	$ 400.00	$ 3,600.00	$ 12,735	$ 1,273.50	$ 2,788.50	89.37%	89.37%
ELECTRICAL PERMITS	$ 12,350		$ 12,350	$ -	$ -	$ -	$ 6,930	$ 693.00	$ 6,113.00	56.11%	56.11%
SUBMITTALS	$ 1,900		$ 1,900	$ -	$ -	$ -	$ 1,900	$ 190.00	$ 190.00	100.00%	100.00%
SUPERVISION/PLANNING/COOR	$ 22,800		$ 22,800	$ -	$ -	$ -	$ 21,600	$ 2,160.00	$ 3,360.00	94.74%	94.74%
LIGHT FIXTURE PACKAGE	$ 106,000		$ 106,000	$ 45,000.00	$ 4,500.00	$ 40,500.00	$ 98,436	$ 9,843.60	$ 17,407.60	92.86%	50.00%
DISTRIBUTION PACKAGE	$ 83,000		$ 83,000	$ 4,000.00	$ 400.00	$ 3,600.00	$ 79,000	$ 7,900.00	$ 11,900.00	95.18%	95.00%
LOW VOLT SYS FA, CCTV, CA	$ 50,000		$ 93,928	$ 10,000.00	$ 1,000.00	$ 9,000.00	$ 62,744	$ 6,274.40	$ 37,458.40	66.80%	75.00%
UNDERSLAB BRANCH CONDUIT	$ 85,000		$ 85,000	$ -	$ -	$ -	$ 76,500	$ 7,650.00	$ 16,150.00	90.00%	100.00%
GARAGE & 1st FLR CONDUIT &	$ 400,000		$ 400,000	$ -	$ -	$ -	$ 380,000	$ 38,000.00	$ 58,000.00	95.00%	100.00%
1st FLR RGH WALLS/CEILINGS	$ 75,000		$ 75,000	$ 3,500.00	$ 350.00	$ 3,150.00	$ 71,250	$ 7,125.00	$ 10,675.00	95.00%	100.00%
1st FLR DEVICE & FIXTURE TRIM	$ 10,000		$ 10,000	$ -	$ -	$ -	$ -	$ -	$ 10,000.00	0.00%	0.00%
2nd FLR RGH WALLS/CEILINGS	$ 75,000		$ 75,000	$ 3,500.00	$ 350.00	$ 3,150.00	$ 71,250	$ 7,125.00	$ 10,675.00	95.00%	100.00%
2nd FLR DEVICE & FIXTURE TRIM	$ 10,000		$ 10,000	$ -	$ -	$ -	$ -	$ -	$ 10,000.00	0.00%	0.00%
3rd FLR RGH WALLS/CEILINGS	$ 75,000		$ 75,000	$ -	$ -	$ -	$ 67,750	$ 6,775.00	$ 14,025.00	90.33%	100.00%
3rd FLR DEVICE & FIXTURE TRIM	$ 10,000		$ 10,000	$ -	$ -	$ -	$ -	$ -	$ 10,000.00	0.00%	0.00%
4th FLR RGH WALLS/CEILINGS	$ 75,000		$ 75,000	$ -	$ -	$ -	$ 67,750	$ 6,775.00	$ 14,025.00	90.33%	100.00%
4th FLR DEVICE & FIXTURE TRIM	$ 10,000		$ 10,000	$ -	$ -	$ -	$ -	$ -	$ 10,000.00	0.00%	0.00%
APCO CONTRACTOR FEE	$ 874,315		$ 874,315	$ 76,507.71	$ 7,650.77	$ 68,856.94	$ 615,830	$ 61,583.05	$ 320,067.58	70.44%	70.44%
SUBTOTAL BUILDING 9	$ 13,142,910	$ -	$ 13,246,954	$ 1,226,999.54	$ 122,699.95	$ 1,104,299.59	$ 9,772,085	$ 977,208.48	$ 4,452,077.16	73.77%	74.12%
GRADING CHANGE ORDERS											
GRADING CO 00001	$ -	$ 59,308	$ 59,308	$ -	$ -	$ -	$ 53,377	$ 2,668.87	$ 8,599.67	90.00%	90.00%
GRADING CO 00002	$ -	$ 447	$ 447	$ -	$ -	$ -	$ 447	$ 22.34	$ 22.34	100.00%	100.00%
GRADING CO 00003	$ -	$ 88,339	$ 88,339	$ -	$ -	$ -	$ 70,671	$ 3,533.55	$ 21,201.29	80.00%	80.00%
GRADING CO 00004	$ -	$ 453	$ 453	$ -	$ -	$ -	$ 453	$ 22.64	$ 22.64	100.00%	100.00%
GRADING CO 00005.1	$ -	$ 394,330	$ 394,330	$ -	$ -	$ -	$ 307,578	$ 15,378.88	$ 102,131.51	78.00%	78.00%
SUBTOTAL GRADING CHANGE ORDERS	$ -	$ 542,877	$ 542,877	$ -	$ -	$ -	$ 432,526	$ 21,626.28	$ 131,977.45	79.67%	80.00%
BUILDING CHANGE ORDERS											
BUILDING CO 00001.1	$ -	$ 14,247	$ 13,628	$ -	$ -	$ -	$ 13,628	$ 1,362.80	$ 1,362.75	100.00%	100.00%
BUILDING CO 00002	$ -	$ 108,514	$ -	$ -	$ -	$ -	$ -	$ -	$ -	#DIV/0!	0.00%
BUILDING CO 00005	$ -	$ 72,877	$ -	$ -	$ -	$ -	$ -	$ -	$ -	#DIV/0!	0.00%
BUILDING CO 00006	$ -	$ 123,965	$ -	$ -	$ -	$ -	$ -	$ -	$ -	#DIV/0!	0.00%
BUILDING CO 00007.1	$ -	$ 318,499	$ -	$ -	$ -	$ -	$ -	$ -	$ -	#DIV/0!	0.00%
BUILDING CO 00008	$ -	$ 27,573	$ -	$ -	$ -	$ -	$ -	$ -	$ -	#DIV/0!	0.00%
BUILDING CO 00010.1	$ -	$ 381,487	$ -	$ -	$ -	$ -	$ -	$ -	$ -	#DIV/0!	0.00%
BUILDING CO 00011	$ -	$ 736,652	$ -	$ -	$ -	$ -	$ -	$ -	$ -	#DIV/0!	0.00%
BUILDING CO 00012.3	$ -	$ 315,611	$ 22,976	$ 11,487.83	$ 1,148.78	$ 10,339.05	$ 17,232	$ 1,723.18	$ 7,467.10	75.00%	75.00%
BUILDING CO 00013.3	$	$ 362,978	$ 328,275	$ 49,241.28	$ 4,924.13	$ 44,317 15	$ 131,310	$ 13,131.01	$ 210,096.11	40.00%	40.00%

IN THE SUPREME COURT OF THE STATE OF NEVADA

APCO CONSTRUCTION, INC., A NEVADA CORPORATION, Appellant, vs. ZITTING BROTHERS CONSTRUCTION, INC., Respondent.	Case No.: 75197 Appeal from the Eighth Judicial District Court, the Honorable Mark Denton Presiding

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Clerk of Supreme Court

APPELLANT'S APPENDIX
(Volume 13, Bates Nos. 2852–3053)

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MAC:05161-019 3698575_1

Docket 75197 Document 2019-16416

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02/06/2009	Cabinetec's Statement and Complaint	1	AA 64–73
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08/18/2009	Club Vista Financial Services, LLC and Tharaldson Motels II, Inc.'s Answer to Camco Pacific Construction Company, Inc.'s Statement and Complaint and Counterclaim	6	AA 1328–1416
08/28/2009	Custom Select Billing, Inc.'s Statement and Complaint	6	AA 1417–1443
09/09/2009	Camco Pacific Construction Company, Inc.'s Answer to Las Vegas Pipeline, LLC's Statement and Complaint and Camco Pacific Construction Company, Inc.'s Counterclaim	7	AA 1444–1460
09/10/2009	Camco Pacific Construction Company, Inc. and Fidelity and Deposit Company of Maryland's Answer to Dave Peterson Framing, Inc.'s Statement and Complaint and Camco Pacific Construction Company, Inc.'s Counterclaim	7	AA 1461–1484
09/10/2009	Camco Pacific Construction Company, Inc. and Fidelity and Deposit Company of Maryland's Answer to Northstar Concrete, Inc.'s Statement and Complaint and Camco Pacific Construction Company, Inc.'s Counterclaim	7	AA 1485–1505

Date	**DOCUMENT DESCRIPTION**	**Vol.**	**Bates Nos.**
09/10/2009	Camco Pacific Construction Company, Inc. and Fidelity and Deposit Company of Maryland's Answer to Tri-City Drywall, Inc.'s Statement and Complaint and Camco Pacific Construction Company, Inc.'s Counterclaim	7	AA 1506–1526
09/11/2009	Camco Pacific Construction Company, Inc. and Fidelity and Deposit Company of Maryland's Answer to Accuracy Glass & Mirror Company, Inc.'s Complaint and Camco Pacific Construction Company, Inc.'s Counterclaim	7	AA 1527–1545
09/11/2009	Camco Pacific Construction Company, Inc.'s Answer to Bruin Painting Corporation's Statement and Third-Party Complaint and Camco Pacific Construction Company, Inc.'s Counterclaim	7	AA 1546–1564
09/11/2009	Camco Pacific Construction Company, Inc. and Fidelity and Deposit Company of Maryland's Answer to Heinaman Contract Glazing's Statement and Third-Party Complaint and Camco Pacific Construction Company, Inc.'s Counterclaim	7	AA 1565–1584
09/11/2009	Camco Pacific Construction Company, Inc. and Fidelity and Deposit Company of Maryland's Answer to WRG Design, Inc.'s Statement and Third-Party Complaint and Camco Pacific Construction Company, Inc.'s Counterclaim	7	AA 1585–1604

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09/25/2009	Camco Pacific Construction Company, Inc. and Fidelity and Deposit Company of Maryland's Answer to Nevada Prefab Engineers, Inc.'s Statement and Complaint and Camco Pacific Construction Company, Inc.'s Counterclaim	7	AA 1605–1622
09/25/2009	Camco Pacific Construction Company, Inc. and Fidelity and Deposit Company of Maryland's Answer to Steel Structures, Inc.'s Second Amended Statement and Complaint and Camco Pacific Construction Company, Inc.'s Counterclaim	7	AA 1623–1642
09/30/2009	Camco Pacific Construction Company, Inc. Answer to Executive Plastering, Inc.'s First Amended Complaint and Camco Pacific Construction Company, Inc.'s Counterclaim	7	AA 1643–1650
10/19/2009	APCO Construction's Answer to HA Fabricators, Inc.'s Answer, Counterclaim, and Third-Party Complaint	7	AA 1651–1673
11/13/2009	Stipulation and Order for Dismissal of Steel Structures, Inc.'s Complaint Against Camco Pacific Construction, and Camco's Counterclaim Against Steel Structures, Inc.	7	AA 1674–1675
12/23/2009	Harsco Corporation's Second Amended Complaint	7	AA 1676–1684
01/22/2010	United Subcontractors, Inc. dba Skyline Insulation's Complaint	7	AA 1685–1690
04/05/2010	Interstate Plumbing & Air Conditioning, LLC's Statement and Complaint	8	AA 1691–1721

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04/13/2010	Camco Pacific Construction Company, Inc. and Fidelity and Deposit Company of Maryland Answer to Cactus Rose's Statement and Complaint and Camco Pacific Construction Company, Inc.'s Counterclaim	8	AA 1722–1738
07/01/2010	Stipulation and Order for Dismissal with Prejudice of Claims Asserted by Select Build Nevada, Inc. Against APCO Construction	8	AA 1739–1741
05/23/2013	Notice of Entry of Order Approving Sale of Property	8	AA 1742–1808
04/14/2016	Notice of Entry of Order Releasing Sale Proceeds from Court-Controlled Escrow Account	8	AA 1809–1818
10/07/2016	Special Master Report Regarding Remaining Parties to the Litigation, Special Master Recommendation and District Court Order Amending Case Agenda	8	AA 1819–1822
05/27/2017	Notice of Entry of Order	8	AA 1823–1830
07/31/2017	Zitting Brothers Construction, Inc.'s Motion for Partial Summary Judgment Against APCO Construction	8 9 10	AA 1831–1916 AA 1917–2166 AA 2167–2198
08/02/2017	Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-If-Paid Agreements and Ex Pate Application for Order Shortening Time	10	AA 2199–2263
08/21/2017	APCO Construction's Opposition to Zitting Brothers Construction Inc.'s Partial Motion for Summary Judgment	10	AA 2264–2329

Date	**DOCUMENT DESCRIPTION**	**Vol.**	**Bates Nos.**
08/21/2017	APCO's opposition to Peel Brimley MSJ	10	AA 2330–2349
09/20/2017	Order Granting Plaintiff's Motion to Dismiss	10	AA 2350–2351
09/28/2017	Peel Brimley Lien Claimants' Reply to Oppositions to Motion for Partial Summary Judgment Precluding Defenses Based On Pay-If-Paid Agreements	10	AA 2352–2357
09/29/2017	Zitting Brothers Construction, Inc.'s Reply In Support of Motion for Partial Summary Judgment Against APCO Construction	10	AA 2358–2413
10/05/2017	Recorder's Transcript of Hearing RE: All Pending Motions	11	AA 2414–2433
11/06/2017	Zitting Brothers Construction, Inc.'s Motion in Limine to Limit the Defenses of APCO Construction to the Enforceability of Pay-If-Paid Provision	11	AA 2434–2627
11/06/2017	APCO's Supplemental Briefing in Opposition to Zitting Brothers Construction, Inc.'s Motion for Partial Summary Judgment Against APCO Construction. Inc.	12	AA 2628–2789
11/14/2017	APCO Construction's Opposition to Zitting Brothers Construction, Inc.'s Motion in Limine to Limit the Defenses of APCO Construction to the Enforceability of a Pay-If-Paid Provision	12 13 14	AA 2790–2851 AA 2852–3053 AA 3054–3108
11/16/2017	Zitting Brothers Construction, Inc.'s Reply in Support of Motion in Limine to Limit the Defenses of APCO Construction ("APCO") to the Enforceability of Pay-If-Pay Provision	14	AA 3109–3160

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11/16/2017	Recorder's Transcript of Hearing RE: All Pending Motions	14	AA 3161–3176
11/16/2017	Zitting Brothers Construction, Inc.'s Response to APCO Construction's Supplemental Opposition to Zitting Brothers Construction, Inc.'s Motion for Partial Summary Judgment	14	AA 3177–3234
11/27/2017	Decision	14	AA 3235–3237
12/05/2017	Court Minutes Granting Zitting MIL	14	AA 3238
12/29/2017	Findings of Fact Conclusions of Law, and Granting Zitting Brothers Construction, Inc.'s Motion for Partial Summary Judgment Against APCO Construction	14	AA 3239–3249
01/02/2018	Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-If-Paid Agreements	14	AA 3250–3255
01/02/2018	Notice of Entry of Order Granting Zitting Brothers Construction, Inc.'s MSJ	14	AA 3256–3268
01/03/2018	Notice of Entry of Order Granting Peel Brimley MSJ	14	AA 3269–3280
01/04/2018	Motion for Reconsideration of Court's Order Granting Peel Brimley Lien Claimants' Partial Motion for Summary Judgment to Preclude Defenses Based on Pay If Paid Provisions on an Order Shortening Time	15 16	AA 3281–3517 AA 3518–3633

Date	**DOCUMENT DESCRIPTION**	**Vol.**	**Bates Nos.**
01/08/2018	Motion for Reconsideration of Court's Order Granting Zitting Brothers Construction, Inc.'s Partial Motion for Summary Judgment and Ex Parte Application for Order Shortening Time and to Exceed Page Limit	16 17 18 19	AA 3634–3763 AA 3764–4013 AA 4014–4253 AA 4254–4344
01/09/2018	Plaintiff in Intervention, National Wood Products, Inc.'s Opposition to APCO Construction's Motion for Reconsideration of the Court's Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment to Preclude Defenses of Pay if Paid Provisions	19	AA 4345–4350
01/09/2018	Peel Brimley Lien Claimants' Opposition to APCO Construction's Motion for Reconsideration of Order Granting Partial Summary Judgment Precluding Defenses Based on Pay-If-Paid Agreements	19	AA 4351–4359
01/10/2018	APCO's Reply in Support of Motion for Reconsideration of Court's Order Granting Peel Brimley Lien Claimants' Partial Motion for Summary Judgment to Preclude Defenses Based on Pay-If-Paid Provisions on an Order Shortening Time	19	AA 4360–4372
01/10/2018	Zitting Brothers Construction, Inc. Opposition to APCO Construction, Inc.'s Motion for Reconsideration of Court's Order Granting Zitting Brothers Construction's Partial Motion for Summary Judgment	19	AA 4373–4445
01/11/2018	Recorder's Transcript of Hearing RE: All Pending Motions	19	AA 4446–4466

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01/19/2018	Order Denying APCO Construction's Motion for Reconsideration of Court's Order Granting Partial Summary Judgment Precluding Defenses Based on Pay-If-Paid Agreements	19	AA 4467–4468
01/19/2018	Notice of Entry of Order Denying APCO's motion for reconsideration of Peel Brimley Order	19	AA 4469–4473
01/25/2018	Order Denying APCO Construction's Motion for Reconsideration of Order Granting Zitting Brothers Construction, Inc.'s Partial Motion for Summary Judgment	19	AA 4474–4475
01/29/2018	Memorandum in Support of APCO Construction, Inc.'s Payment of Attorney's Fees, Costs, and Interest to Zitting Brothers Construction, Inc.	19 20	AA 4476–4487 AA 4488–4689
01/31/2018	Notice of Entry of Order Denying APCO Construction, Inc.'s Motion for Reconsideration of Court's Order Granting Zitting Brothers Construction, Inc.'s Partial Summary Judgment	20	AA 4690–4693
02/05/2018	2018 Stipulation and Order to Dismiss Third Party Complaint of Interstate Plumbing & Air Conditioning, LLC Against APCO Construction, Inc. with Prejudice	20	AA 4694–4695
02/16/2018	Notice of Appeal	20	AA 4696–4714

Date	**DOCUMENT DESCRIPTION**	**Vol.**	**Bates Nos.**
02/16/2018	APCO Construction, Inc.'s Opposition to Zitting Brothers, Inc.'s Memorandum in Support of APCO Construction Inc.'s Payment of Attorneys' Fees, Costs and Interest to Zitting Construction Brothers, Inc.	20 21	AA 4715–4726 4740
02/26/2018	Zitting Brothers Construction Inc.'s Reply in Support of its Memorandum in Support of APCO Construction, Inc.'s Payment of Attorneys' Fees, Costs, and Interest	21	AA 4741–4751
02/27/2018	Notice of Appeal	21 22 23	AA 4752–4976 AA 4977–5226 AA 5227–5288
05/04/2018	Order Regarding Plaintiff's Motion to Stay Pending Entry of Final Judgment Pursuant to NRCP 62(B) and 62(H) on Order Shortening Time	23	AA 5289–5290
05/08/2018	Order Determining Amount of Zitting Brothers Construction, Inc.'s Attorney's Fees, Costs, and Prejudgment Interests	23	AA 5291–5293
05/11/2018	Notice of Entry of Order Determining Amount of Zitting Brothers Construction, Inc.'s Attorney's Fees, Costs, and Prejudgment Interest	23	AA 5294–5298
05/23/2018	Judgment in Favor of Zitting Brothers Construction, Inc.	23	AA 5299–5300
05/24/2018	Notice of Entry of Judgment in Favor of Zitting Brothers Construction, Inc.	23	AA 5301–5304
06/08/2018	Amended Notice of Appeal	23 24 25	AA 5305–5476 AA 5477–5724 AA 5725–5871

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06/08/2018	Plaintiff's Motion for 54(b) Certification and for Stay Pending Appeal on Order Shortening Time	25 26	AA 5872–5973 AA 5974–6038
06/19/2018	Zitting Brothers' Construction, Inc.'s Limited Opposition to APCO Construction, Inc.'s Motion for 54(b) Certification and for Stay Pending Appeal on Order Shortening Time	26	AA 6039–6046
06/26/2018	Recorder's Transcript of Hearing RE: Plaintiff's Motion for 54(b) Certification and for Stay Pending Appeal on Order Shortening Time	26	AA 6047–6051
07/30/2018	Order Granting Motion for 54(b) Certification and for Stay Pending Appeal	26	AA 6052–6054
07/31/2018	Notice of Entry of Order	26	AA 6055–6063
08/08/2018	Second Amended Notice of Appeal	26 27 28 29	AA 6064–6180 AA 6181–6430 AA 6431–6679 AA 6680–6854
	Docket of District Court Case No. 08A571228	30	AA 6855–6941

EXHIBIT 4

1 DISTRICT COURT
2 CLARK COUNTY, NEVADA
3
4 APCO CONSTRUCTION, a Nevada corporation,
5
Plaintiff,
6
vs. CASE NO. A571228
7 DEPT. NO. XIII
GEMSTONE DEVELOPMENT WEST, INC.,
8 a Nevada corporation; NEVADA CONSTRUCTION SERVICES, a Nevada
9 corporation; SCOTT FINANCIAL CORPORATION, a North Dakota
10 corporation; COMMONWEALTH LAND TITLE INSURANCE COMPANY; FIRST
11 AMERICAN TITLE INSURANCE COMPANY and DOES I through X,
12
Defendants.
13

14
AND ALL RELATED MATTERS.
15

16
17 THE DEPOSITION OF
18 MARY JO ALLEN
19 PMK on behalf of APCO
20 VOLUME II
21 Wednesday, July 19, 2017
9:15 a.m.
22
2300 West Sahara Avenue, Suite 770
23 Las Vegas, Nevada
24 June W. Seid, CCR No. 485
25

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25

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ESQUIRE
DEPOSITION SOLUTIONS

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88	Notice to All ManhattanWest Subcontractors from APCO Construction, with attachment, APCO 106288 AND 106287	191

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Deposition of MARY JO ALLEN
July 19, 2017

(Prior to the commencement of the deposition, all of the parties present agreed to waive the statements by the court reporter pursuant to Rule 30(b)(4) of the Nevada Rules of Civil Procedure.)

Thereupon--

MARY JO ALLEN,

was called as a witness, and having been previously duly sworn, was examined and testified as follows:

(Exhibit 69 marked for identification.)

EXAMINATION

BY MR. LAI:

Q. Good morning, my name is I-Che Lai. I'm an attorney with the law firm of Wilson Elser. My firm represents Zitting Brothers in this case.

Could you state your full name for the record.

A. Mary Jo Allen, M-a-r-y J-o A-l-l-e-n.

Q. Ms. Allen, you had your deposition taken yesterday; is that correct?

A. Yes, sir.

Q. Have you consumed any drugs, medication or

alcohol within the past 24 hours?

A. No.

Q. Do you believe that there is anything to prevent you from giving your best and most truthful testimony today?

A. No.

Q. Any reason why we can't go forward that you can think of?

A. No, sir.

Q. Your current employer is APCO Construction, correct?

A. Yes.

Q. Just to avoid any confusion, when I say APCO in today's deposition, I mean APCO Construction; do you understand?

A. Yes.

Q. The next question I ask all witnesses. You may have covered them yesterday, have you ever been convicted of a felony?

A. No, sir.

Q. Have you ever been convicted of a crime involving dishonesty, deceit, larceny or fraud?

A. No.

Q. In front of you is an exhibit premarked Allen Exhibit 69. Do you see that?

1 A. Yes, sir.
2 Q. Have you ever seen this document before?
3 A. Yes, sir.
4 Q. Did you read this document before coming here
5 today?
6 A. Yes, sir. I read about a million documents.
7 Q. So this is one of the millions that you read?
8 A. Yes, sir.
9 Q. Do you agree to testify today on behalf of
10 APCO?
11 A. Yes, sir.
12 Q. On the topics concerning payment and payment
13 related questions, correct?
14 A. Yes, sir.
15 Q. Are you prepared to go over those topics
16 today?
17 A. Yes, sir.
18 Q. So you just testified that you reviewed about
19 a million documents for your preparation. Can you
20 describe briefly what type of documents did you review
21 for your preparation?
22 A. My job files, the documents that APCO
23 disclosed for the specific subs that are involved in
24 these depositions. The documents that they disclosed.
25 Q. When did you review these documents?

1 A. Oh, my goodness. Over the last month maybe.
2 Q. You can ballpark it.
3 A. A month.
4 Q. How long was that review approximately; was
5 it hours or days?
6 A. Hours, days. Well, I did a little here, a
7 little there. At times I spent, you know a whole day
8 doing it. I have a regular job that I have to do in
9 between all of this, so I can't just stop functioning;
10 do you know what I mean?
11 Q. I understand. Hopefully we will get you out
12 of here today as soon as possible so you can get back
13 to your real job.
14 Did you talk to anyone other than your
15 attorney?
16 A. My boss Joe Pelan, Brian Benson. Not really,
17 no, that's it.
18 Q. What did you guys generally talk about with
19 respect to this deposition?
20 A. I read Brian Benson's deposition and I asked
21 him questions about it. Joe Pelan when I was reviewing
22 documents, I would show them to him and we discussed
23 them. ManhattanWest in general. That was about it.
24 Q. When you talked to Mr. Benson about his
25 deposition testimony, did you ever have a conversation

1 about anything in that testimony of his that was
2 incorrect, in your opinion?
3 A. No.
4 Q. Did you take any notes during your
5 preparation for this deposition?
6 A. Yes.
7 Q. And that was during the month or so that you
8 prepared?
9 A. Yes.
10 Q. Do you still have a copy of those notes?
11 A. Not here.
12 Q. Is it back at your office?
13 A. Sure.
14 Q. Do you still have those notes?
15 A. Sure.
16 Q. Any reason why you took the notes when you
17 did your preparation?
18 A. Because I'm old and I forget things, so as I
19 read things I write it down and it refreshes my memory
20 so I can go back and review.
21 MR. LAI: Counsel, if you can, I would like
22 to get a copy of those notes that she prepared, if
23 possible.
24 BY MR. LAI:
25 Q. Other than your review of those documents and

1 talking to Mr. Pelan and Mr. Benson, is there anything
2 else you did in preparation for your deposition?
3 A. No.
4 (Exhibit 70 marked
5 for identification.)
6 MR. MOUNTEER: Let's go off the record really
7 quick if you don't mind.
8 MR. LAI: Sure.
9 (Off-record discussion held.)
10 BY MR. LAI:
11 Q. Ms. Allen, the court reporter handed you a
12 document that's marked as Allen 70; do you see that
13 document?
14 A. Yes, sir.
15 Q. Have you ever seen that document before?
16 MR. DABBIERI: Excuse me, would you kindly
17 identify what the document is.
18 MR. LAI: Sure. The document marked as
19 Exhibit Allen 70 is APCO Construction's answers to
20 Zitting Brothers Construction's first request for
21 interrogatories.
22 MR. DABBIERI: Thank you.
23 A. I know this was in the binders and saw it in
24 there yesterday.
25 BY MR. LAI:

1 Q. The binder documents that you reviewed in
2 preparation?
3 A. Yes.
4 Q. Did you assist in providing answers to this
5 set of requests for interrogatories marked as Allen 70?
6 A. If there was a question asked by someone that
7 was completing these, I believe Joe did this. Let me
8 look and see.
9 Q. Take your time.
10 A. I would have given them financial numbers.
11 For example, the amount that was paid.
12 Q. I saw you gesturing to a page. What page are
13 you looking at, just so I have an idea what you're
14 referencing?
15 A. What I just looked at was page 6 of 50.
16 Q. So when you're gesturing to the numbers, are
17 you talking about the sum of about 3.2 million?
18 A. Yes, sir.
19 Q. So is it fair to say that your role with
20 respect to providing responses to these set of
21 interrogatories dealt with the financial part of the
22 project?
23 A. Yes, sir.
24 Q. Let me direct your attention to page 46. Do
25 you see that page?

1 A. Um-hum.
2 Q. Do you have any reason why this page is
3 unsigned?
4 A. No.
5 Q. Were you ever asked to sign a verification
6 for these interrogatories?
7 A. No.
8 Q. Based on your review of these set of
9 interrogatory responses, with respect to the financial
10 part of the questions, is there anything in there that
11 you saw that should be changed or clarified in any way?
12 And you can take your time to look through the
13 documents if you need to.
14 A. Not without my documents in front of me, I
15 could not verify anything under oath, I'm sorry.
16 Q. Let's talk about the ManhattanWest mixed use
17 condominium project, which I'll refer to as the project
18 as shorthand. What was -- scratch that.
19 APCO's role with respect to the project was
20 general contractor, correct?
21 A. Yes, sir.
22 Q. And that role lasted until September 20,
23 2008, correct?
24 A. August 21st, 2008.
25 Q. And when did APCO's role as general

1 contractor for the project begin?
2 A. Approximately September of '07.
3 Q. And that began when APCO signed a contract
4 with Gemstone Development West to serve as the general
5 contractor, correct?
6 A. Yes.
7 Q. And I'll refer to Gemstone as shorthand.
8 Any other general contractors during the time
9 that APCO served as a general contractor that you're
10 aware of?
11 A. On August the 15th of 2008, we were served a
12 termination notice, and Gemstone signed a contract with
13 CAMCO on August the 15th of 2008.
14 Q. Do you recall what was the reason that
15 Gemstone gave for serving that notice of termination?
16 A. I believe it was called breach
17 nonperformance. Not without the document in front of
18 me.
19 Q. Were you involved with the project?
20 A. Yes, sir.
21 Q. Can you describe briefly your involvement
22 with the project?
23 A. Bookkeeper.
24 Q. And that includes bookkeeping for the work
25 done by Zitting?

1 A. Yes, sir.
2 Q. Does your role require an understanding of
3 the contracts entered into by APCO with respect to the
4 project?
5 A. Which contract, sir?
6 Q. The prime contract with Gemstone and the
7 subcontract with Zitting Brothers.
8 A. For the most part, yes, sir. I'm not legal
9 counsel, I don't make legal conclusions, but I do
10 understand what has to be done. My role is to make
11 sure that people were paid.
12 Q. Sure. Isn't it fair to say your
13 understanding from any of those two contracts was to
14 get an understanding about how to do the bookkeeping
15 for the project, correct?
16 A. Yes, sir.
17 (Exhibit 71 marked
18 for identification.)
19 BY MR. LAI:
20 Q. Ms. Allen, the court reporter has handed you
21 a document marked as Exhibit Allen 71. Do you see that
22 document?
23 A. Yes, sir.
24 Q. What is this document?
25 A. This is an executed copy of the contract

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1 between Gemstone and APCO.
2 Q. Was this the contract between Gemstone and
3 APCO that you've seen before during your role as the
4 bookkeeper for the project?
5 A. Yes, sir.
6 Q. Do you believe that this is a true and
7 correct and complete copy of that contract that you've
8 seen before as a bookkeeper for the project?
9 A. Yes, sir.
10 Q. And this was a document that you read before
11 during your role as a bookkeeper for the project?
12 A. Somewhat, yes, sir.
13 Q. I understand there's a lot of legalese, but
14 roughly you looked through it, correct?
15 A. Yes, sir.
16 (Exhibit 72 marked
17 for identification.)
18 BY MR. LAI:
19 Q. Ms. Allen, the court reporter has handed you
20 a document marked as Exhibit Allen 72. Do you see that
21 document in front of you?
22 A. Yes, sir.
23 Q. Do you recognize document Allen 72?
24 A. Yes, sir.
25 Q. Was this the subcontract between APCO and

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1 Zitting regarding the project you're familiar with?
2 A. Yes, sir.
3 Q. Is this document marked Allen 72 a true and
4 correct copy of the subcontract?
5 A. Yes, sir.
6 Q. Let me direct your attention to page 16 of
7 17. It has a number that we lawyers call Bates
8 numbers, APCO 00044607. Do you see that page?
9 A. Yes, sir.
10 Q. Is it your understanding that the total
11 original price for this contract is 14,461,000 dollars?
12 A. For the entire project, phase 1 and phase 2,
13 yes, sir.
14 Q. When you say for the entire project, that's
15 for the entire project with respect to Zitting,
16 correct?
17 A. Yes, sir.
18 Q. Is it your understanding that Zitting would
19 provide work on a per building basis as set forth on
20 this page?
21 A. The phase 1 portion of the project, which is
22 the first phase that was being performed at this time,
23 there were two buildings that Zitting was doing,
24 building 8 and building 9. They were the only wood
25 frame buildings.

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1 Q. Is it your understanding that Zitting would
2 be paid on a per building basis?
3 A. Yes.
4 Q. On the page Bates stamped APCO 00044607, do
5 you see three rows, building type 1, building type 4,
6 building type 5.
7 A. Yes.
8 Q. Where do buildings 8 and 9 fit in there for
9 these three rows that you see there?
10 A. You know, I believe -- I don't even want to
11 say because I'm not sure. I believe it was podium 5.
12 Q. But you're not sure?
13 A. No, because there were two buildings and they
14 were identical.
15 I believe so, sir. That would have to be it,
16 building type 5 podium.
17 Q. Can I direct your attention to page 3 of 7
18 that has a Bates stamp of APCO 00044594?
19 A. Um-hum.
20 Q. Do you see the section 3.4 on that page?
21 A. Yes, sir.
22 Q. In there, there's three terms that are in
23 parentheses that says less ten percent retention. Do
24 you see that?
25 A. Yes, sir.

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1 Q. What is your understanding of a retention?
2 A. Retention is not due on the project until the
3 project has totally been completed in its entirety.
4 Not only that, the owner has to accept all the work
5 that was completed, the as-builts must be in, the
6 closeouts must be in, and retention is then paid from
7 the owner and will then be paid to the subcontractors.
8 It is not due until all those five things have been
9 completed.
10 Q. Understood. And during the course of
11 Zitting's work on the project, Zitting received
12 progress payments, correct?
13 A. Yes, sir.
14 Q. In the course of making those progress
15 payments, there were retention that were withheld; is
16 that correct?
17 A. Yes, sir.
18 Q. You testified that Zitting would not get
19 those retentions until certain conditions were met,
20 correct?
21 A. Yes, sir.
22 Q. Until those conditions were met, was there an
23 actual retention check being issued to anyone and held
24 by anyone?
25 A. No.

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1 Q. The retention would only be withheld if the
2 work had already been approved and completed by
3 Zitting, correct?
4 A. When completed by all subcontractors.
5 Q. Let me clarify. When you say completed by
6 all subcontractors, that's only when the retention is
7 being paid to Zitting, correct?
8 A. The project had to be completed in its
9 entirety. This contract was bound to the prime
10 contract. They signed this -- in 1.3 they are bound to
11 the same terms of the prime contract.
12 The prime contract states that no retention
13 will be released until the entire project is completed
14 in its entirety.
15 Q. Understood. And I'm not talking about when
16 the actual retention is released to Zitting, I'm
17 talking about the process before that, basically when
18 the progress payments are authorized to be issued,
19 where someone retains ten percent of that progress --
20 A. The bank.
21 Q. Right, the bank retains ten percent of that
22 amount. Before the bank can even retain that amount
23 and once the payment was authorized, that work for
24 which the proper assignment was assigned to, that had
25 to be approved and completed by Zitting, correct?

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1 A. The work that was paid for, the 90 percent
2 that was paid, yes. The percentage of work that was
3 completed was approved by the owner. The owner
4 approved the percentage. They were the one that told
5 us what to pay the subcontractors.
6 Q. Right, so the only reason why the retention
7 was not paid right away was that there were other
8 conditions that may depend on other subcontractors,
9 correct?
10 A. The job in its entirety.
11 Q. Earlier you testified that the retention
12 would be released once the entire project is complete;
13 is that correct?
14 A. Yes.
15 Q. Let me direct your attention to page 4 of 17,
16 which is the next page.
17 A. I believe Zitting had terms in there.
18 Q. Right, can I direct you to section 3.8?
19 A. Um-hum. The building was not completed.
20 Neither building. Neither 8 nor 9 was completed.
21 Q. Understood. But I haven't asked any
22 questions with respect to buildings 8 or 9, so there
23 was no questions pending.
24 A. Sorry.
25 Q. I'm not trying to be rude, I'm trying to make

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1 the record clear. I know you're very excited to answer
2 questions.
3 Can I have you read the first sentence up
4 until part A, where it starts with "the ten percent
5 withheld" into the record, please.
6 A. "The ten percent withheld retention shall be
7 payable to subcontractor upon and only upon the
8 occurrence of the following events, each of which is a
9 condition precedent to the subcontractor's right to
10 receive final payment hereunder and payment of such
11 retainer."
12 Q. Earlier you talked about how the release of
13 retention is conditioned precedent to the completion.
14 Can I have you read the handwritten part at the end of
15 section 3.8 into the record.
16 A. F, down here, sir?
17 Q. Yes.
18 A. "Building is considered complete as soon as
19 the drywall is complete."
20 Q. Do you see two sets of initials to the right
21 of that?
22 A. I do.
23 Q. Do you recognize any of those initials?
24 A. I believe that's Sam Zitting's and Sean
25 Bowen's.

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1 Q. Do you have any reason to dispute that it was
2 Sean Bowen's initials to the right of that?
3 A. No, sir.
4 Q. Since I'm a layperson, I'm completely foreign
5 to the process of construction. Just from my
6 understanding of the retention amount, is it fair to
7 say that's sort of like a temporary discount that
8 expires once a certain work is done; is that a fair way
9 to describe it?
10 A. No. Retention is a guarantee that there's no
11 problems with the work. If a contractor has to go back
12 in -- subcontractor, excuse me, has to go back in and
13 do work, it's kind of like holding a piece of guarantee
14 until everything is accepted.
15 Q. Let me direct your attention to page APCO
16 00044613.
17 A. Page 12 of 17?
18 Q. No, it actually has no page number at the
19 bottom. So if you look at the Bates number at the
20 bottom right corner, look for page 44613. Do you
21 recognize this page?
22 A. Yes, sir.
23 Q. What is this page showing?
24 A. It's an AIA payment application form.
25 Q. This is the payment application form that you

1 believe Zitting Brothers used during the course of
2 seeking progress payments, correct?
3 A. I believe so. Do you have one that I could
4 see?
5 Q. We will get into it shortly, that way you can
6 have an idea what we are talking about in more detail.
7 In the bottom right corner of this page you're looking
8 at, do you see where it says, "Architect's certificate
9 for payment"?
10 A. Yes, sir.
11 Q. Even though there's this section on this
12 page, did APCO require an architect's certificate
13 before making progress payments to Zitting for the
14 project?
15 A. No, sir.
16 (Exhibit 73 marked
17 for identification.)
18 BY MR. LAI:
19 Q. Ms. Allen, the court reporter's handing you a
20 document marked as Exhibit Allen 73. Have you ever
21 seen this document before?
22 A. No, sir.
23 Q. Even though you haven't seen this document
24 before, can I direct your attention to the bottom on
25 the first page where it starts with APCO Construction;

1 do you see that?
2 A. Yes, sir.
3 Q. Can you read that to yourself, starting that
4 section right there all the way through where -- all
5 the way to the section where it begins with "Upon
6 receiving sufficient hard cost funds."
7 MR. DABBIERI: Excuse me, can we have the
8 document identified, please?
9 MR. LAI: Yes, this is a document that has
10 Bates number CAMCO-MW00029. It's a letter dated April
11 28, 2009 from Scott Financial Corporation to Nevada
12 State Contractors Board.
13 MR. DABBIERI: Thank you.
14 BY MR. LAI:
15 Q. To the next page.
16 A. I'm sorry, what am I supposed to do?
17 Q. Just read --
18 A. From this point on?
19 Q. From this point on to the next page, ending
20 with the paragraph starting with, "Upon receiving such
21 hard cost funds." I'll be asking you questions about
22 that section.
23 Do the sections that you've read accurately
24 summarize the process for paying subcontractors for
25 their work on the project at the time that APCO was the

1 general contractor?
2 A. Yes, sir.
3 Q. Do you know who holds or controls the funds
4 for the project?
5 A. The bank.
6 Q. When say the bank, do you know the name of
7 the bank?
8 A. Right there, Scott Financial.
9 Q. This document marked as Allen 73 mentions a
10 company by the name of Nevada Construction Services; do
11 you see that reference?
12 A. Yes, sir.
13 Q. Do you know who Nevada Construction Services
14 is?
15 A. Yes.
16 Q. Who is that?
17 A. They were the disbursement company hired by
18 Gemstone to verify and release the funds.
19 Q. Can you walk me through briefly about the
20 process of how a subcontractor would get paid based on
21 what you've seen for the project?
22 A. Once the payment application was approved by
23 the owner, they would -- the owner would approve the
24 percentage of complete for each subcontractor. They
25 would then approve the payment application once it was

1 done. Once everything was approved, if there were
2 changes to be made, the changes would be made.
3 The subcontractors would have to rebill their
4 billings according to what the owner approved. We
5 would then redo the AIA payment application with the
6 subcontractors' proper amounts that were approved by
7 the owner.
8 That AIA document plus all the backup would
9 go to Nevada Construction Services, every invoice from
10 every subcontractor would accompany it. So if Zitting
11 billed a hundred thousand dollars, that hundred
12 thousand dollars was on the payment application, their
13 bill would also accompany it. Every sub. They would
14 review, they would send their inspectors out, once
15 everything was approved by Nevada Construction Services
16 after Gemstone approved it, then they would release
17 funds -- prior to July, they would release the funds to
18 APCO. APCO would then pay the subcontractors the
19 monies that the owner approved for them.
20 After July, Nevada Construction Services
21 actually did joint checks with the subcontractors and
22 APCO.
23 Q. Okay. So I have a few follow-up questions to
24 clarify my understanding of that process. Just walk me
25 through. So the payment application goes to the owner,

1 meaning Gemstone, correct?
2 A. Yes.
3 Q. And this application came from APCO, correct?
4 A. Yes.
5 Q. And this application from APCO, does it
6 contain payment applications from the subs?
7 A. Once everything was approved, yes, sir.
8 Q. When you say once everything is approved,
9 approved by who?
10 A. The owner.
11 Q. And the owner would only approve payment only
12 after an inspection of the work, correct?
13 A. By them, yes, sir.
14 Q. And only if the work inspected was
15 satisfactory, correct?
16 A. To them, yes.
17 Q. In other words, they wouldn't release any
18 payments if the work was unsatisfactory, correct?
19 A. Correct.
20 Q. Did APCO have to approve the subs' payment
21 application as well?
22 A. No, sir, the owner.
23 Q. And you mentioned earlier that -- excuse me,
24 scratch that. Start over.
25 You mentioned earlier that at some point a

1 joint check was issued to the subs after July 2008,
2 correct?
3 A. Yes, sir.
4 Q. Do you know the reason why they wanted the
5 joint checks to be issued?
6 A. Yes, sir.
7 Q. What is the reason?
8 A. At that point when the checks were ready to
9 be issued, APCO was already terminated.
10 Q. When you say terminated, what do you mean by
11 that?
12 A. The owner terminated our contract on August
13 the 15th, 2008.
14 Q. Just to make sure I understand the time frame
15 then, you mentioned the owner terminated the contract
16 August 15, so what is the significance of August 21st,
17 2008?
18 A. That's when we left the project.
19 Q. So there was a time period between when APCO
20 was terminated and the point at which APCO left the
21 project?
22 A. That is correct.
23 Q. So what did APCO do during that time period
24 after it was terminated by the owner until August 21st?
25 A. I believe in the termination letter it gave

1 them so many days.
2 Q. So many days to do what exactly?
3 A. To rectify some problems or something. It
4 wasn't my decision, sir. That was a legal decision.
5 Q. I understand. I'm not asking you why you
6 yourself decided to terminate. I'm not asking you
7 that. I'm trying to gain an understanding of that
8 six-day period between the 15th and 21st, what APCO did
9 at the project. You mentioned there were some
10 problems, correct?
11 A. Evidently.
12 Q. Do you recall what type of problems?
13 A. It's not my scope of work.
14 Q. How much has APCO applied for payment from
15 Gemstone to date for their work on the project?
16 A. I don't have documents in front of me. I
17 can't tell you.
18 Q. Let me direct your attention to Exhibit Allen
19 70. Hopefully it will jog your memory. Should be in
20 front of you, Allen 70. We will look at page 40 of 50.
21 So does this refresh your recollection about how much
22 APCO has applied for payment from Gemstone?
23 A. Can you repeat your question that you're
24 asking?
25 Q. Sure, I'll start over.

1 How much has APCO applied for payment from
2 Gemstone to date for their work on the project?
3 A. It would have been 60 million dollars,
4 according to this, 60, 69. 69,494,018.21.
5 Q. And this includes both contract work and
6 change order work, correct?
7 A. Yes, sir, according to this.
8 Q. For what time period does this work cover?
9 A. It says through August of 2008.
10 Q. Did it begin in November 2007? I'm trying to
11 find the beginning time.
12 A. September of 2007.
13 MR. MOUNTEER: I'm going to make a quick
14 objection here. Maybe it could be just a clarification
15 for the record potentially. You're asking questions
16 regarding application for payments.
17 MR. LAI: Correct.
18 MR. MOUNTEER: You're referring to an
19 interrogatory that's talking about a lien, which in my
20 mind is separate from application of payment. So are
21 we talking about how much APCO is asking Gemstone to
22 pay on behalf of your client, or are we saying here's a
23 lien amount that's thrown on the property? Because
24 they are two completely different legal avenues and
25 ramifications regarding these.

1 I just want to make sure we're on the same
2 page here regarding the record. You can ask questions
3 about both, but I don't want to get a confused record
4 if you're talking about the lien versus applications to
5 Gemstone. Do you see what I'm saying?
6 MR. LAI: I understand what you're saying.
7 And I don't know whether the lien amount is the same as
8 the amount applied for. That's what I'm asking her,
9 does she know whether the lien amount accurately
10 reflects what was applied for.
11 MR. MOUNTEER: I just want to make sure it's
12 clear, they are two separate things.
13 MR. LAI: Right. No problem.
14 MR. MOUNTEER: With that clarification, go
15 ahead.
16 BY MR. LAI:
17 Q. And the payments that are being applied for
18 are done through monthly payment applications, correct?
19 A. Yes, sir.
20 Q. And you believe that APCO first applied for
21 payment sometime in September 2007?
22 A. Could have been the first payment application
23 request. I don't recollect, sir, without my documents
24 in front of me.
25 Q. Sure, and we will look at those documents

1 momentarily.
2 Do you know how much APCO has received from
3 Gemstone to date? And you can ballpark the number.
4 A. No. I don't remember.
5 (Exhibit 74 marked
6 for identification.)
7 BY MR. LAI:
8 Q. Ms. Allen, the court reporter is handing you
9 a document marked Allen 74. Have you seen this
10 document before?
11 A. Yes, sir.
12 Q. What is this document?
13 A. This is a summary of all the bills of the
14 payments and how they were requested, whom to be paid
15 for this payment application.
16 Q. Is it fair to say that this document reflects
17 the amount applied for by APCO to Gemstone?
18 A. Yes, sir.
19 Q. And on here I see that the first page is
20 showing an application number 2 for November 2007; do
21 you see that?
22 A. Yes, sir.
23 Q. As far as you know, is this the first
24 application that was submitted to Gemstone?
25 A. No, it says number 2 up there.

1 Q. So this is not the first application for
2 payment that you're aware of?
3 A. No, sir.
4 Q. Where is application number 1?
5 A. I don't know. It's not here.
6 Q. I'll represent to you that this document came
7 from your counsel, so I wasn't sure whether or not
8 there was a payment application number 1 at all.
9 A. There was a payment application number 1. I
10 believe this document was not generated for the first
11 payment application.
12 When the project started, there was no
13 funding in place. APCO signed a contract with the
14 owner in September, and the funding was not in place
15 until January of '08, if I'm -- and the first payment,
16 because Gemstone didn't have any -- things weren't in
17 place. I believe an invoice was done differently.
18 Q. Okay. And do you know who prepared this
19 document marked as Allen 74?
20 A. Shannon Havely.
21 Q. Who is Shannon?
22 A. She was the girl that did the billings to the
23 owner.
24 Q. Any reason why this document was prepared to
25 begin with?

1 A. It was to help Nevada Construction Services.
2 Q. Was it prepared at their request?
3 A. No.
4 Q. I see that document has a bunch of tables
5 with a lot of amounts indicated. Do you know from
6 which documents did Shannon use to derive these numbers
7 to put in this exhibit here?
8 A. Their billings.
9 Q. When you say "their billings," do you mean --
10 A. The subcontractor billings.
11 Q. I see there's a column for gross billings; do
12 you see that?
13 A. Yes.
14 Q. Is it fair to say that the gross billings do
15 not reflect the deduction of the retention amount?
16 A. Correct.
17 Q. And has the owner withheld retention amounts
18 from all the subs?
19 A. Yes, sir.
20 Q. Is it the same ten percent as Zitting?
21 A. Yes, sir.
22 Q. And I see also an application number. Are
23 these the application numbers referring to APCO's
24 payment application number?
25 A. Yes, sir.

1 Q. And as far as you know, for each table with
2 the list of subcontractors, do you believe that this is
3 a complete list of the subs for each payment numbers?
4 For example, on the first page, does that show a
5 complete list of subs for payment application number 2?
6 A. Yes, sir.
7 Q. So other than payment application number 1,
8 are there any other payment application numbers that
9 you're aware of that are missing from this document?
10 A. From this exhibit?
11 Q. Exhibit Allen 74.
12 MR. MOUNTEER: Just to clarify for the
13 record, it appears Exhibit 74 is the subcontractor
14 summaries, which wouldn't typically be placed in this
15 particular numerical order, but have been compiled it
16 appears by counsel just for ease through application 2
17 through 11.
18 MR. LAI: Sure.
19 MR. MOUNTEER: Is that a fair representation?
20 MR. LAI: That's a fair representation.
21 MR. DABBIERI: Excuse me, could I get the
22 Bates number of that document?
23 MR. LAI: Sure. APCO 106198 through 106218.
24 MR. DABBIERI: Thank you.
25 BY MR. LAI:

1 Q. So, Ms. Allen, do you believe there's any
2 payment applications that are not addressed in this
3 exhibit, other than application number 1, application
4 being from APCO?
5 A. No, sir. I believe they are there.
6 Q. Let me direct your attention to page APCO
7 106207. Excuse me, 106206. Do you see at the bottom
8 where it states, "See changes made by owner, next nine
9 pages"; do you see that?
10 A. Yes.
11 Q. Who wrote that, if you know?
12 A. I did.
13 Q. Any reason why you made that notation at the
14 bottom there?
15 A. Yes, sir.
16 Q. What's the reason?
17 A. This was what was submitted to the owner,
18 originally 220,000 dollars for Zitting, and if you look
19 on the next page, that's what we received back from
20 Nevada Construction Services that was approved by the
21 owner.
22 Q. When did you make this notation for "see
23 changes made by owner"?
24 A. When I did my binders for discovery, when I
25 put everything together.

1 Q. In other words, you made these changes during
2 the course of litigation?
3 A. Just this right here, see notes.
4 Q. That's what I'm referring to, just that note,
5 you made that notation during the course of this case;
6 is that correct?
7 A. Yes, sir.
8 Q. Any reason why you only made a notation for
9 Zitting and not for any other subs?
10 A. Because this was put in Zitting's books that
11 I compiled. I made a different binder for each
12 subcontractor.
13 Q. Understood. And just for the record, I'm not
14 trying to criticize your decision for doing that, I'm
15 trying to get an understanding about why notations were
16 written in certain places so that I understand what's
17 going on.
18 A. This is what I submitted, and this is what I
19 got back from Nevada Construction Services when they
20 cut the joint checks.
21 Q. When you're saying this is what you got back
22 from Nevada Construction Services, since this is not a
23 videotaped deposition, for the record are you referring
24 to APCO 106207?
25 A. Yes, sir.

1 Q. When you got back changes from Nevada
2 Construction Services as shown on APCO 106207, was this
3 the first time that APCO received any markups to the
4 application billings from the owner or a representative
5 of the owners?
6 A. Without document -- for this pay application?
7 Q. Right.
8 A. Just for June?
9 Q. Just for all the applications, was this the
10 first time that this happened?
11 A. That I received it back marked up like this?
12 Q. Yes.
13 A. Yes, because prior to this, the billings did
14 not go into Nevada Construction Services until the
15 owner told us what was approved. And all the pay
16 applications for the subcontractors would have to be
17 revised based on what the owner approved as a
18 percentage of completion.
19 MR. MOUNTEER: Can I make one quick question?
20 MR. LAI: Sure.
21 MR. MOUNTEER: For clarification, we are
22 talking about two different documents here, ending in
23 206 and 207. Just to ask the client really quick, the
24 notations on 207 that are handwritten, did you have any
25 additions to those handwritten notations?

1 THE WITNESS: No, sir.
2 MR. MOUNTEER: So you made no markups on 207?
3 THE WITNESS: No, sir.
4 MR. MOUNTEER: So when you referenced the
5 additions that you made at the beginning of litigation,
6 it was only "See changes made by owner"?
7 THE WITNESS: Correct.
8 MR. MOUNTEER: Just so we are clear that we
9 understand that this page has not been altered during
10 litigation, referring to ending 207.
11 MR. LAI: Yes.
12 MR. MOUNTEER: Thank you.
13 BY MR. LAI:
14 Q. Ms. Allen, the only reason why there's no
15 applications as far as Exhibit Allen 74 shows, after
16 August 2008, was because APCO was no longer general
17 contractor for the project, correct?
18 A. After August?
19 Q. Right.
20 A. That's correct.
21 Q. Did APCO receive any payment application
22 after August 2008 from any subs?
23 A. I don't understand your question.
24 Q. Sure. I see that APCO hasn't submitted any
25 payment applications to the owner after August 2008,

1 correct?
2 A. They were dated through the period of August
3 2008.
4 Q. Right. And even though there were no payment
5 applications submitted to the owner, did APCO in fact
6 receive any payment applications from the subs after
7 August 2008?
8 A. APCO's payment application for August wasn't
9 done August 31st. It would have been done -- you have
10 to get the subs' bills and then compile it, so it would
11 be done, you know, just like any other one.
12 Q. I understand. I guess I'll phrase my
13 question differently. Did APCO receive any
14 applications from the subs for payment, but APCO itself
15 did not submit an application to the owner for payment
16 of those amounts sought by the subs?
17 A. The billings that we received by the end of
18 August for the period through the end of August --
19 Q. Correct.
20 A. -- for subcontractors, were put on an August
21 billing to the owners, yes, they were.
22 Q. So as far as you know, any time that APCO
23 received a payment application from the subs after the
24 billing cycle for August 2008, APCO did, in fact,
25 submit those applications to the owner?

1 A. Yes.
2 Q. Any reason why this exhibit Allen 74 did not
3 reflect any applications after the billing cycle for
4 August 2008?
5 A. That is the billing cycle for August 2008.
6 Q. Maybe there's a misunderstanding between us.
7 A. I must not understand the question.
8 Q. Right. After the payment application number
9 11 shown on APCO 106218, did APCO receive any payment
10 applications from the subs?
11 A. No.
12 Q. Not that you're aware of?
13 A. No, sir.
14 Q. As far as you know, the owner has withheld a
15 retention amount from all the subs, not just Zitting,
16 for their work on the project?
17 A. Yes, sir.
18 Q. Has APCO ever received any payment of the
19 retention amount?
20 A. No, sir.
21 Q. And just for clarity of the record then, that
22 means APCO has not paid any retention amount to anyone;
23 is that correct?
24 A. That is correct.
25 Q. Is the information on Exhibit Allen 74 true

1 and accurate, as far as you know, in terms of the
2 calculation of the gross billings --
3 A. Yes.
4 Q. -- in the list of the gross billings?
5 Just so that we have a clear record, it's
6 important for you to wait until my question is fully
7 asked before you answer; do you understand that?
8 A. Yes, sir.
9 Q. Let's talk about the payment applications
10 that Zitting submitted for the project.
11 (Exhibit 75 marked
12 for identification.)
13 BY MR. LAI:
14 Q. Ms. Allen, the court reporter has handed you
15 a document marked as Allen 75. Do you recognize this
16 document?
17 A. Yes, sir.
18 Q. What is this document?
19 A. I prepared it.
20 Q. Can you describe what this document is?
21 A. If you take from Exhibit 74 the amounts for
22 Zitting on each payment application, this is where
23 their payment applications, it's a summary of them.
24 Okay? If you look at 74 and you look at payment
25 application 2, you see that it was 1,298,650, that's

1 the first line, payment application number 2 for
2 November of 2007, less the retention, that's the net
3 billed to the owner.
4 Next one says payment application number 3 in
5 Allen Exhibit 74, says 630,000 dollars for payment
6 application for December, that is the second line, and
7 so on and so forth.
8 This is just a summary of what APCO billed
9 the owner on behalf of Zitting.
10 MR. DABBIERI: I'm sorry, can we get a Bates
11 number, please?
12 MR. LAI: Sure APCO 106196.
13 BY MR. LAI:
14 Q. Ms. Allen, when did you prepare the document
15 marked as Allen 75?
16 A. During this litigation.
17 Q. Any reason why you prepared this document?
18 A. Yes, sir.
19 Q. What is the reason?
20 A. We submitted a binder for each subcontractor,
21 like I told you before.
22 Q. And is it fair to say that the information
23 reflected on Exhibit Allen 75 came from Zitting's
24 payment applications?
25 A. Yes, sir. The payment applications that were

1 submitted to the owner.
2 Q. Is it fair to say that the column on Allen 75
3 showing APCO pay app with a pound sign, that
4 corresponds to APCO's payment application number that
5 we looked at for Exhibit Allen 74?
6 A. Yes, sir.
7 Q. And on the column where it states less ten
8 percent retention, that came from your understanding of
9 the subcontract with Zitting Brothers, correct?
10 A. Yes, sir.
11 Q. Would you direct your attention real quick to
12 Allen 71, which is the prime contract with Gemstone.
13 I'll have you turn to page ZBCI002127. I'll have you
14 look at section 5.07 retainage, subsection A. Do you
15 see that section?
16 If you see it, can you read subsection A into
17 the record, please.
18 A. "Each progress payment shall be subject to
19 retainage equal to five percent multiplied by the
20 contract of such progress payments, the standard
21 retention."
22 Q. Is it fair to say that the prime contract
23 between Gemstone and APCO only references a five
24 percent retention amount?
25 A. That's what this document says.

1 Q. But as far as you know during your role as
2 the bookkeeper, ten percent is the amount that
3 controls; is that correct?
4 A. That is correct.
5 Q. Do you know why there's a difference between
6 the five percent shown in the prime contract and the
7 ten percent shown in the subcontract?
8 A. I do not.
9 Q. Going back to Exhibit Allen 75, which is that
10 table in front of you, the columns showing net amount
11 billed owner, that's just the gross amount less the ten
12 percent retention amount, correct?
13 A. Correct.
14 Q. And does this document reflect a complete
15 list of Zitting payment applications that APCO is aware
16 of?
17 A. Yes, sir.
18 Q. So in other words, November 2007 was the
19 first time that APCO received a payment application
20 from Zitting Brothers; is that correct?
21 A. Yes, sir.
22 Q. And in June 2008 was the last time that APCO
23 received a payment application from Zitting Brothers;
24 is that correct?
25 A. That was submitted to the owner, yes, sir,

1 that I know of.
2 Q. I understand you added a qualifier that was
3 submitted to the owner, but did APCO receive a payment
4 application from Zitting Brothers that was not
5 submitted to the owner?
6 A. Not to my knowledge.
7 Q. Then to the best of your knowledge, the row
8 showing the total amount, that's a sum of all the
9 amounts indicated for the respective columns, correct?
10 A. Yes.
11 Q. Is this information in this exhibit accurate,
12 as far as you know?
13 A. Yes, sir.
14 Q. And to clarify, the amount that we are
15 looking at, Exhibit Allen 75, only reflects the amount
16 that APCO billed Gemstone for Zitting work, not the
17 amount actually paid to Zitting, correct?
18 A. This document reflects what was billed to
19 Gemstone.
20 Q. And not the amount actually paid to Zitting;
21 is that correct?
22 A. I don't have those documents in front of me.
23 Q. So you don't know whether this reflects the
24 amount actually paid to Zitting?
25 A. I don't recollect.

1 Q. Do you know whether Zitting has completed
2 work for the project for the total amount of
3 4,033,654.85. Does that number ring a bell to you?
4 A. Not without papers in front of me.
5 Q. And the numbers shown on Exhibit Allen 75,
6 this reflects both the contract work and the change
7 order work, correct?
8 A. The change order work that was submitted to
9 the owner.
10 Q. And approved, correct?
11 A. Not all of it was approved, sir.
12 Q. Is there a reason for APCO to submit a bill
13 containing change orders that was not approved by the
14 owner?
15 A. The owner was the one that would determine
16 what was approved. If Zitting gave us a change order
17 billing, we would give it to the owner. The owner
18 would say yes or no.
19 Q. Understood. So during the application review
20 process that's when, as far as you know, the owner
21 would approve or disapprove of the change order work
22 being billed, correct?
23 A. Correct.
24 Q. Let's go back to Exhibit Allen 70, which is
25 the answers to Zitting Brothers interrogatories that we

1 look at earlier. I'll direct your attention to the
2 last page. Do you recognize this last page on Exhibit
3 Allen 70 showing a table for response to interrogatory
4 number 3?
5 A. Um-hum.
6 Q. What is this table showing?
7 A. These are the actual payments made to Zitting
8 in the amount of $3,282,848.55.
9 Q. And who prepared this table on -- in Exhibit
10 Allen 70?
11 A. I probably did. It looks like my work.
12 Q. You have no reason to doubt --
13 A. No.
14 Q. -- that you prepared this?
15 A. Yes, I'm sure I did.
16 Q. Is this information in this exhibit accurate,
17 as far as you know?
18 A. Yes, sir.
19 Q. Is the column showing date of payment, as far
20 as you know, the date that the check was issued to
21 Zitting Brothers?
22 A. Yeah. The check -- it would be the check of
23 the date -- the actual check date. That's what this
24 is.
25 Q. And the amount paid for Zitting Brothers,

1 this is the gross amount less the ten percent retention
2 amount, correct?
3 A. Correct.
4 Q. What does the column showing percent paid on
5 completion of phase 1 only, what does that mean?
6 A. Would probably be based upon the gross amount
7 of their contract, their contract amount and divide it
8 in to get a percentage, so they were paid 90 percent of
9 their contract.
10 Q. So the percentage is actually -- scratch
11 that.
12 So you're saying that the amount paid, at
13 least for this percentage shown in this column, is only
14 a percentage of the total contract price? Because I'm
15 trying to get an understanding about what 22 percent
16 meant for the amount paid for 800,000 dollars.
17 A. I am thinking that what this is, is if you
18 took 800,000 dollars and you divide it into the
19 contract amount, that is how you came up with 22
20 percent. Without a calculator and all the documents, I
21 can't say that right now.
22 Q. So you just don't know really the reason why
23 those percentages were shown the way it is and why the
24 column was there?
25 You have to give a verbal response since this

1 is not a videotaped deposition.
2 A. Yes.
3 Q. Do you agree that the approximate amount of
4 3.2 million dollars paid to Zitting, that was for owner
5 approved work on the project completed by Zitting
6 before August 2008; do you agree with that statement?
7 A. Through August, yes. Yeah.
8 Q. And this was after an inspection by
9 Gemstone's representatives, correct?
10 A. Correct.
11 Q. Do you know whether or not there was a ten
12 percent retention amount check cut for these progress
13 payments referenced on this table in Allen 70?
14 A. No retention checks were ever cut, sir.
15 Q. As far as APCO knows, is the date August 28,
16 2008 the date of the last payment to Zitting for the
17 work on the project?
18 A. From while APCO was on the job?
19 Q. Just in general, before and after. Do you
20 know when was the last payment to Zitting for their
21 work on the project?
22 A. I know that they worked for CAMCO.
23 Q. How do you know that?
24 A. In their documents.
25 Q. When you say those documents --

1 A. There was a ratification document, and I
2 believe it was 2027 in the very back of their booklet,
3 that showed that they had billings to CAMCO. 20...
4 Q. You mentioned billings to CAMCO, but did you,
5 in fact, see a ratification agreement between CAMCO or
6 the owner and Zitting Brothers?
7 A. I did not see -- there was just one sheet of
8 paper that said ratification-something at the top.
9 Q. But you don't recall exactly what that page
10 was showing, correct?
11 A. It showed billings to APCO -- monies --
12 change orders to APCO, and billings to CAMCO, and
13 monies due from CAMCO, and monies due from APCO and
14 CAMCO. So it listed that there were billings, actual
15 billings to CAMCO.
16 Q. But as of the time when APCO was the general
17 contractor, August 28, 2008 was the last time that APCO
18 saw a check issued to Zitting for its work on the
19 project; is that correct?
20 A. From APCO's -- while they were under APCO's
21 watch, that was the last check that was issued to them
22 for the work that they performed while APCO was the
23 general contractor.
24 Q. Let me direct your attention to page --
25 staying on the same exhibit, 6 of 50.

1 MR. DABBIERI: If we can have the control
2 number, please.
3 MR. LAI: Page 6 of 50 for APCO's response to
4 Zitting Brothers interrogatories.
5 MR. DABBIERI: All right. Thank you.
6 BY MR. LAI:
7 Q. Do you see where it states on line 24,
8 where -- I'll read it for the record. Where it states,
9 "However, from the information obtained from Zitting
10 Brothers' discovery requests propounded upon APCO, it
11 appears that Gemstone may have paid Zitting Brothers at
12 least 364,760 dollars." Do you see that?
13 A. Yes.
14 Q. Earlier when you were talking about you saw
15 billings from Zitting to CAMCO, is that what you're
16 referring to?
17 A. I didn't write this, so I have no idea.
18 Q. So you don't know where that number came
19 from, 364,760?
20 A. Not me, sir. I can only tell you that what
21 is on this table that was paid to Zitting Brothers --
22 Q. Are you -- sorry, I didn't mean to cut you
23 off.
24 A. -- which is on line 16.
25 Q. Are you aware of any unpaid balance to

1 Zitting for its work on the project at the time when
2 APCO was the general contractor?
3 A. No, sir.
4 MR. LAI: We have been going about an hour or
5 so. Do you want to take a break? I can keep going.
6 It's up to you.
7 MR. MOUNTEER: How long do you think you have
8 left?
9 MR. LAI: My outline shows three pages left.
10 But it could be an hour or could take longer.
11 (Whereupon, a recess was taken.)
12 (Exhibit 76 marked
13 for identification.)
14 BY MR. LAI:
15 Q. Ms. Allen, the court reporter handed you a
16 document marked as Allen 76. Jon, this is the document
17 Bates number APCO 44740 to 743, and also has another
18 set of Bates number of APCO 106220 and 106222. And
19 then it has another set of Bates number of APCO
20 000744746, 737, 106221, 106223.
21 MR. DABBIERI: Thank you very much.
22 BY MR. LAI:
23 Q. Ms. Allen, do you recognize the document
24 marked as Allen 76?
25 A. Yes, sir.

1 Q. What is the document shown as Allen 76?
2 A. Would you like me to tell you what every page
3 is, sir?
4 Q. If you can. You can walk us through it.
5 A. This is Zitting's payment application number
6 1 through period 11/25/07. Whereas, sir, if I refer to
7 this document Exhibit 75, you will see that noted as
8 number 2 payment application, APCO's number 2 payment
9 application. You will see they billed a gross amount
10 of 1,298,650 with a ten percent retention. And a net
11 amount of 1,168,785.
12 The pages subsequently following the first
13 page is the detail of the work performed on the
14 specific buildings. And if you look on Exhibit Number
15 44743, you will see the amount of 1,298,850 as a total.
16 That is the work that is completed to date, which
17 agrees with that. That's their payment application.
18 And they were paid the 1,168,785, looks like in two
19 installments. The first one being 800,000 dollars.
20 You will see an unconditional progress
21 release that they received the 800,000 dollars on 2/1,
22 and then they also received a check for 368,785, an
23 unconditional progress release, and there's also a copy
24 of the check.
25 Exhibits number 44746 and 44737, these are

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1 internal accounting sheets that we prepare when we pay
2 someone, as we pay the checks, and they relate to this
3 payment application.
4 Q. Thank you, Ms. Allen. I appreciate the
5 explanation. I have some follow-up question dealing
6 with Allen 76. Turning to page APCO 44741, which is
7 the second page of the exhibit, do you see handwritten
8 notations on this page?
9 A. Yes, sir.
10 Q. Do you know who made these notations?
11 A. Yes.
12 Q. Who?
13 A. Shannon Havely.
14 Q. That's the Shannon you mentioned earlier,
15 correct?
16 A. Yes.
17 Q. So in other words, these are notations made
18 by APCO, correct?
19 A. Yes, sir.
20 Q. What do the notations mean?
21 A. Zitting's billing, their schedule of values,
22 which is column C, schedule of value; do you see that,
23 sir?
24 Q. Yes.
25 A. On 44741, you will see that is on all the

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1 next three pages, totaling their contract of
2 14,481,000. That is their original schedule where they
3 are billing against.
4 Their billing and schedule is mirrored on
5 APCO's billing and schedule to the owner. So on our
6 billing, you will find that we have a line for building
7 number 8, first level, 199,015 dollars. So this is the
8 line on APCO's billing where that amount of money was
9 placed, so that Nevada Construction Services could
10 follow that.
11 Our billing had line numbers, because our
12 billing was so large and it consumed all the
13 subcontractors. It was 11-12 pages long, so every
14 sub's schedule of values was on our schedule of values,
15 so we would tell Nevada Construction Services for ease
16 that this 19,500 dollars was put on APCO's billing line
17 462. The 172,000 was put on APCO's line 463, and so on
18 and so forth.
19 Is that clear?
20 Q. That was very clear. Thank you very much.
21 Let me direct your attention to APCO 00044746, it's the
22 internal reporting that you mentioned earlier.
23 A. 46?
24 Q. And then I'll have you look at 737 as well.
25 So earlier you testified that you used the word "we"

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1 prepared this document. Did APCO prepare this page
2 right here?
3 A. Yes.
4 Q. Was this prepared after receiving a payment
5 application from Zitting Brothers?
6 A. Yes, sir.
7 Q. At the bottom to the right, do you see where
8 there's an approved for payment section?
9 A. Um-hum.
10 Q. Do you recognize those signatures?
11 A. Yes.
12 Q. Who do you recognize?
13 A. If you'll see, Shannon's name is on the
14 bottom. She actually prepared it. Approved for
15 payment is above it, is the R and the circle is Randy
16 Nickerl. And then the person above that is someone
17 from our corporate office, because every check over
18 10,000 dollars had to have two signatures. So these
19 checks would go over to our corporate office for
20 signature, and that's who signed the check.
21 And if you don't mind, I'll look at the check
22 to see whose signature it is.
23 Q. Sure. Take your time.
24 A. Oh, hell, this is a voided one.
25 I believe it must have been -- it was either

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1 Jay Smith or Terry Mendenhall.
2 Q. And they are with APCO, right?
3 A. Yes. No -- yes. They are the --
4 Q. For clarification of the record, are they
5 with APCO?
6 A. Yes.
7 Q. You don't recall the specific name, but you
8 know they are with APCO?
9 A. Yes.
10 Q. Let me direct your attention, staying on page
11 44746, do you see the column where it says request?
12 A. Yes.
13 Q. And where it says quantity and there's a
14 percentage behind it -- below it?
15 A. Um-hum.
16 Q. What does that percentage mean?
17 A. It's when you take 800,000 dollars and divide
18 it into 1,805,000, it's 44 percent of that.
19 Q. Let's take a quick reference back to Allen
20 72, do a side by side. I'll have you look at page APCO
21 00044607. Do you see on Exhibit Allen 76 where it
22 indicates estimated contract dollar of 1.8 million, an
23 approximate number, on Exhibit Allen 75. Sorry, 76?
24 A. Where I see what?
25 Q. On Exhibit Allen 76, this internal report.

A. Oh, okay.
Q. Do you see a column where it says estimated contract dollar?
A. Um-hum.
Q. Do you see 1.8 million?
A. Um-hum.
Q. Do you believe that accurately reflects on Exhibit Allen 72, building type 1 podium? So do you believe that building 8 or 9 dealt with building type 1 podium?
A. Yes. All I said before when you asked me the question, and I was not sure of it, that is why I wasn't sure.
Q. You've been very good about that. That's why I want to go back and clarify for the record, now that you've had a chance to look at the documents.
A. This is -- I don't know what the hell a podium is.
Q. I don't know either.
A. You know what, that's why this is very confusing to me. So I'm sorry. Now I know, I guess.
MR. LAI: Allen 77.
(Exhibit 77 marked for identification.)
BY MR. LAI:

Q. Ms. Allen, the court reporter handed you a document marked as Allen 77. Do you recognize that document? And you can look at Exhibit Allen 75 side by side. You should keep that out as handy reference going forward.
A. Yes, sir.
Q. What is Allen 77 showing?
A. This is Zitting Brothers' payment application number 2 through December 25th of '07.
Q. Does this exhibit correspond to the row on Exhibit Allen 75 for APCO payment application number 3?
A. .Yes, sir.
Q. Going to page APCO 44723, is this the same internal report that you referenced earlier for Exhibit Allen 76 dealing with a report you will prepare after receiving a payment application from Zitting?
A. Yes.
Q. At the bottom, do you see the approved for payment? The section for approved for payment?
A. Um-hum.
Q. As far as you know, are these signed by an APCO employee?
A. Yes.
Q. The last page of this exhibit, do you believe that this is a check issued for the payment on this

application?
A. Yes, sir. This would tell me that they received the check because it's nonconditional progress.
Q. And that's one of the conditions for receiving progress payments?
A. Yes, sir. That's APCO 106224.
Q. And according to this application then -- excuse me, sorry, Allen 75, as part of the payment for this progress payment, the owner withheld $63,016.46?
A. Sir, I would like to bring something up at this point, because I know you're going to notice it. APCO rounded the retention to an even amount.
Q. Sure.
A. This was just -- it was pennies. Okay? Just to simplify things.
If you notice there, it's a formula there that rounds it. It's not much difference and you will find that on all subcontract -- most of the subcontract payments were done like that, just about all of them.
Q. Sure, and we will ballpark it. So the amount for retention; is that correct?
A. Yes. This is what was withheld from their check.
Q. From this particular application?

A. Probably from all of theirs. You may find pennies difference. This was just a formula of ten percent.
Q. But the ballpark number of 63,000 dollars, that came from this application, correct?
A. Yes, sir, that's correct.
(Exhibit 78 marked for identification.)
MR. LAI: Jon, the documents we are looking at are pretty much the applications for payment from Zitting, including internal report prepared by APCO in response to the application, as well as a check for the payment. That's what we have been looking at so far.
MR. DABBIERI: Right, and I've been able to track and follow. I have all the documents here, so if you give me the APCO number I can locate it pretty quickly and I appreciate that.
MR. LAI: Sure.
BY MR. LAI:
Q. Ms. Allen, the court reporter has handed you a document marked Allen 78. Do you recognize this document?
A. Yes, sir.
Q. What is Allen 78 showing?
A. This is Zitting Brothers' payment application

1 number 3 through the period of January of '07,
2 requesting payment for 408,225.33, which is the same
3 amount listed on APCO Exhibit Number 75 under APCO's
4 payment of pay application number 4.
5 Q. Even though this shows a period of January
6 2007, it's actually for January 2008, correct?
7 A. Yes, sir. They probably just made a typo.
8 It's a common thing that people do at the beginning of
9 the year.
10 Q. I assumed so, because the contract date on
11 this shows --
12 A. Right.
13 Q. -- October 8, 2007. You can't really have an
14 application before the contract, correct?
15 A. It would be nice. Correct.
16 Q. And this was an application that APCO
17 received from Zitting, correct?
18 A. Yes.
19 Q. Going to page APCO 44709, which is the
20 internal report, again this is an internal report
21 prepared by APCO, correct?
22 A. Yes, sir.
23 Q. At the bottom do you see the signature field
24 for approved for payment?
25 A. Yes.

1 Q. Again, these are signed by APCO employees,
2 correct?
3 A. Yes.
4 Q. Now, I see that the prepared signature line
5 doesn't have Shannon's name anymore. Do you recognize
6 that signature?
7 A. Mine.
8 Q. Again, the retention for this application was
9 for approximately 45,358 dollars?
10 A. Yes. Rounded.
11 Q. But the accurate retention amount is listed
12 on Allen 75, correct?
13 A. Correct.
14 (Exhibit 79 marked
15 for identification.)
16 BY MR. LAI:
17 Q. Ms. Allen, the court reporter handed you a
18 document marked Allen 79. Do you recognize this
19 document?
20 A. Yes, sir.
21 Q. What is Allen 79 showing?
22 A. It is Zitting's application payment number 4.
23 Once again, they messed up on the date. This should be
24 2008. It's 2007. Why it was signed 2007, I don't
25 know.

1 Q. And this reflects the application that's part
2 of APCO payment application number 5?
3 A. That's correct, on Exhibit 75.
4 Q. And this was the application that APCO
5 received from Zitting?
6 A. Yes.
7 Q. Directing your attention to page APCO 44694,
8 the internal report again. This was a report that was
9 prepared by APCO, correct?
10 A. Yes, sir.
11 Q. And the signature field for approved for
12 payment, again, that's signed by an APCO employee,
13 correct?
14 A. Yes, sir.
15 Q. And the retention amount for this application
16 was approximately $55,067, correct?
17 A. 55,067. No cents.
18 (Exhibit 80 marked
19 for identification.)
20 BY MR. LAI:
21 Q. Ms. Allen, do you recognize the exhibit
22 marked as Allen 80?
23 A. Yes, sir.
24 Q. What does Exhibit Allen 80 show?
25 A. Zitting Brothers payment application for the

1 period of March 2008.
2 Q. This will correspond to APCO payment
3 application number 6?
4 A. Yes, sir.
5 Q. This was the application that APCO received
6 from Zitting?
7 A. Yes, sir.
8 Q. Again, directing your attention to the
9 internal report with APCO 44677 --
10 A. Yes, sir.
11 Q. Again, this was a report prepared by APCO?
12 A. Yes, sir.
13 Q. And the signature in the approved for payment
14 signature block, again, that's signed by APCO employee?
15 A. Can I say something here?
16 Q. Sure.
17 A. That you need to understand. This approved
18 for payment is the money that was given to us by the
19 owner and approved by the owner. I was to be made
20 sure, and they were to be made sure, that the
21 subcontractor was paid exactly what was allocated and
22 approved by the owner. That's why these say approved
23 for payment.
24 That is the way that this is approved. The
25 approval from APCO is to make sure that what is given

1 to us from Nevada Construction Service via approval by
2 the owner is paid to the sub. That is what's verified
3 right here, and that is what is telling you here. This
4 is what we billed to Gemstone. They approved these
5 amounts of money, and were given to APCO, and then APCO
6 had to give them every dime that was paid to APCO on
7 behalf of Zitting was paid to Zitting.
8 No monies were held, not a penny, other than
9 maybe the rounding of this retention. Okay? But other
10 than that, every dime received from the owner, Nevada
11 Construction Services, Scott Financial to APCO, was
12 paid directly. This was saying that that was -- that
13 was approved.
14 Q. And I appreciate the explanation.
15 A. Okay. I just wanted to make sure that you
16 understood that.
17 Q. Right. I definitely appreciate that because
18 again, I didn't prepare the document so I don't
19 understand your thought process, so I appreciate that.
20 A. I want you to understand that our job, my job
21 was to make sure what was paid by the owner was paid to
22 the subs. I actually cut the checks. That was my end.
23 So when we received approval from the owner that
24 Zitting Brothers was approved to be paid $1,168,785,
25 they had to be paid that money. And that's what those

1 approvals on those sheets are, to make sure that what
2 we were paid, they were paid. We had no control and
3 couldn't hold a dime for anybody.
4 And not only that, once they receive this
5 money, they would sign an unconditional. If you saw
6 this unconditional release, that release had to go to
7 Nevada Construction Services before any monies for the
8 next month could be paid. We had to prove that those
9 subcontractors were paid that money.
10 Q. Understood.
11 A. So it was a very, very secure process to make
12 sure that the subs were paid. Every dime that was
13 received was paid to Zitting. No monies were held.
14 Nobody got any extra money.
15 Q. And for this application shown on Allen 80,
16 again, the retention amount for this application is
17 47,188 dollars, correct, roughly?
18 A. Yes. And that's another thing. The
19 retention was told to us what we had to hold. And we
20 had to hold ten percent.
21 Q. When you say told to us, who told you to hold
22 on to ten percent?
23 A. The owners and the bank, and I believe Nevada
24 Construction Services.
25 Q. Had they told you specifically to hold on to

1 that money?
2 A. That's what they held onto. That's what they
3 released.
4 MR. LAI: Allen 81.
5 (Exhibit 81 marked
6 for identification.)
7 THE WITNESS: APCO never held the money, just
8 so you understand that. The bank held the money.
9 BY MR. LAI:
10 Q. I'm only --
11 A. The deduct for retention. Maybe that's the
12 proper way it should have been phrased. They told us
13 what to deduct from the payment applications. So our
14 payment application, if you have one, will show a ten
15 percent retention held.
16 The bank held the money, APCO did not hold
17 any funds for anybody. Every dime paid for a specific
18 supplier, sub, was paid to them.
19 Q. I understand. The reason I'm not saying
20 anything is because I'm trying to give the court
21 reporter some time to mark the exhibit. Every time you
22 say something she needs to write it down. We will wait
23 a bit.
24 Ms. Allen, the document being handed to you
25 is a document marked as Exhibit Allen 81. Do you

1 recognize this exhibit?
2 A. Yes, sir.
3 Q. What is Exhibit Allen 81 showing?
4 A. It is Zitting Brothers' payment application
5 for the period ending April of 2008, along with the
6 same document, sir, their unconditional release showing
7 they accepted the check, a copy of the accounting
8 paper, the check, which also relates to Allen 75, which
9 is on line APCO pay application 7.
10 Q. And the check was issued for this payment
11 application, correct?
12 A. It's 156,000.
13 Q. So that's correct?
14 A. Yes, sir. There's an unconditional progress
15 release saying that they received it.
16 Q. So the fact that this application appears to
17 be unsigned by Zitting, it did not preclude a check
18 being issued for this application, correct?
19 A. They were paid.
20 Q. So the signature, the fact that it's
21 unsigned, it didn't matter in the end, correct?
22 A. Evidently not, sir. They were paid.
23 Q. Going to the internal accounting sheet that
24 you referenced, again, that's prepared by APCO,
25 correct?

A. Yes, sir.
Q. And the retention amount being retained was about 70,397 dollars, correct?
A. Yes.
Q. And the approved for payment signature block, again, that's signed by an APCO employee, correct?
A. Yes, sir.
(Exhibit 82 marked for identification.)
BY MR. LAI:
Q. Ms. Allen, Exhibit 82, do you recognize this?
A. Yes, sir.
Q. What does Exhibit Allen 82 show?
A. It is Zitting Brothers application through May of 2008, along with the same supporting documents and APCO sheets, and a copy of the check which relates to APCO 75, line -- billing number 8.
Q. And this is the application that APCO received from Zitting?
A. Yes.
Q. I direct your attention to the internal accounting sheet that we have been looking at. That's APCO 44644?
A. Yes, sir.
Q. Again, this is a document prepared by APCO?

A. Yes, sir.
Q. And the approved for payment signature line, that's signed by an APCO employee?
A. Yes.
Q. And the retention amount for this was 3,108 dollars, about?
A. Yes, sir.
Q. Turning your attention to the top where it says total to date, do you see that column on the internal accounting sheet?
A. Um-hum.
Q. Where it states quantity 100 percent; do you see that?
A. Yes.
Q. What does 100 percent mean to you?
A. They billed 100 percent of the project before retention was held.
Q. Does that mean that APCO -- sorry, scratch that.
Does that mean that Zitting could not bill any more for the work on buildings 8 and 9 since it's showing a hundred percent?
A. That is correct.
Q. What would happen if they submitted a payment application after this for additional work for building

8 and 9; would it be declined by the owner?
A. Unless it was a change order.
Q. So the 100 percent here, that doesn't reflect the completion of the project for that building?
A. That is correct. Their portion of the work only.
(Exhibit 83 marked for identification.)
BY MR. LAI:
Q. Ms. Allen, the court reporter has handed you a document marked Exhibit Allen 83. Do you recognize that document?
A. There's more than one invoice in here, sir.
Q. When you say that, what do you mean?
MR. MOUNTEER: Just for clarification, you've got application period 6/25/08, and if you jump to -- it starts a whole new Bates stamp number ZBCI. I don't know if that's clipped together wrong or not, but you've got an APCO production on a Zitting Brothers production.
THE WITNESS: That's correct.
BY MR. MOUNTEER:
Q. I'll for sure stress the foundational question of whether or not you recognize these documents.

A. Not this one.
Q. When you say "not this one," can you identify the Bates number?
A. ZBC1002025.
MR. DABBIERI: Could I have the name of that document, because I don't have any ZB docs.
MR. LAI: These are applications and certificates for payment. These are part of Zitting Brothers' initial disclosures.
MR. DABBIERI: Thank you.
BY MR. MOUNTEER:
Q. So Ms. Allen, just to kind of shortcut the process then, you're saying that you don't recognize the documents with the Bates number of ZBCI2025 through 2029; is that correct?
A. These are dated November of '08, and we were off the project then.
Q. So it's correct you don't recognize the number with those Bates numbers as referenced?
A. I never paid these. I don't recognize them, I'm sorry.
Q. No need to apologize.
A. And this release, I don't know why this release came.
Q. The release, what's the Bates number on it?

A. It's an APCO, and it's got a 9/18 date, which doesn't even relate to this date on this billing.
Q. Let's go through this document bit by bit just to make sure we understand what you recognize and what you don't recognize.
A. Okay.
Q. Looking now at APCO 106209 through 106213, do you recognize the document with these Bates numbers?
A. Yes, sir.
Q. What is that document showing?
A. That is a billing that we received from Zitting Brothers through the period of June 25th, '08, which is -- what was part of the billing that went into the owner that's listed on payment application number 9.
Q. When you say payment application number 9, that's APCO's payment application number 9?
A. Yes, sir.
Q. Now, stay on the page with the page number of APCO 106209; do you see that page?
A. Um-hum.
Q. I see there's a lot of notations on here, handwritten notations; do you see that?
A. Um-hum.
Q. Do you know who made these notations?

A. Nevada Construction Services.
Q. Do you know what these notations mean?
A. They were asking for releases from the different suppliers. Those are supplier names of Zitting.
Q. Do you see near the top of this page where it has three sets of numbers, 37,608.55, 3761, and 33,847.55; do you see those three sets of numbers?
A. Um-hum.
Q. Do you know what those numbers mean?
A. Oh, now I know what this is. That was what was approved by the owner on this. Out of this pay application there was another billing that -- another sheet that you're missing. And it was change orders that Zitting Brothers billed for in June. They billed 200,000 dollars gross, and of that 200,000 dollars gross, the owner only approved 17,000 dollars.
Q. Okay, just to --
A. Let's go back to Exhibit Number 74. Here, I'll give you mine.
Q. You can look at yours. I have my own. Thank you, though.
A. If you could look at payment application number -- that one right there, the one that's handwritten on by Nevada Construction Services, you

will see that Zitting Brothers, what was approved for them was 37,608.55. You see that number at the top of this payment application, Exhibit 83, that you refer to? Right there, sir.
Q. Okay.
A. That is the gross amount that was approved for them.
Q. So just make sure we have a clear understanding of what these numbers all mean, let me know if I'm incorrect.
A. No.
Q. So there was an application that Zitting Brothers submitted that was approximately 220,000 dollars for the June 2008 billing period, correct?
A. It consisted of two billings.
Q. That totaled to about 220K, correct?
A. Yes.
Q. And the number 37,608.55 that's shown on Allen 83, that's the gross billing approved by the owner, correct?
A. Correct.
Q. And that's the same number shown on Exhibit Allen 74 on page APCO 106207, correct?
A. Correct.
Q. And the number next to that on Allen 83, the

3,761.00 number, is that the retention amount retained for the approved gross billing? A ten percent amount?
A. Yes, sir.
Q. Is the number next to that, the 33847.55, is that the gross amount less the ten percent retention amount shown on Allen 83?
A. That is the amount of the joint check that was issued by Nevada Construction Services.
Q. So the 33847.55, that was ultimately the payment made by the owner, correct?
A. Yes, sir.
Q. Let me direct your attention to the document that you didn't recognize beginning with ZBCI002025.
A. Um-hum.
Q. On this page, do you see number 8 where it says current payment due 33,847.49?
A. I'm sorry. What are we talking about again?
Q. It's the payment application you don't recognize. It's the ones with the Bates number of ZBCI2025.
A. Let me see if they revised it.
Q. Do you see the number 8, current payment due?
A. Okay.
Q. Do you believe this is a revised payment application to reflect the amount that was actually

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1 accounting for the owner approved changes?
2 A. Oh, yes, sir, sorry.
3 Q. No reason to doubt that?
4 A. No. That looks like the numbers.
5 Q. In other words, you believe that the ZBCI
6 payment application that you didn't recognize before
7 was a companion to the application you saw earlier for
8 Allen 83?
9 A. It was what was approved by the owner.
10 Q. Then the conditional waiver that you didn't
11 recognize before with the Bates number of APCO 106236;
12 do you see that?
13 A. Um-hum.
14 Q. Do you believe that this also is associated
15 with the payment application that was approved by the
16 owner shown on Allen 83?
17 A. Yes, sir.
18 Q. Going to the internal accounting sheet with
19 the Bates number of APCO 104226, did APCO prepare this
20 document?
21 A. Yes, sir.
22 Q. And is that your signature at the prepared
23 signature line?
24 A. Yes.
25 Q. Did you prepare this on September 1st, 2008?

1 A. Possibly, yes.
2 Q. No reason to doubt that?
3 Would there be any reason why this would be
4 prepared after APCO left the project on August 21st,
5 2008?
6 A. Certainly. I probably found out -- this
7 check was cut August the 28th. We left the job August
8 the 21st. At that point, Nevada Construction Services
9 cut the joint checks and gave them -- gave us notice as
10 to what was paid after they were paid.
11 We had a payable on our books for Zitting
12 Brothers. It had to be removed. And also the revenue
13 that we had booked for the owner had to be decreased by
14 the amount of money paid to the subcontractors. So we
15 had what we called a joint checking account that was
16 kind of an accounting procedure that you have to do.
17 If you will note, you will see APCO 44625 in
18 that packet, which is a piece of paper that looks like
19 a check.
20 When a joint check was paid to a
21 subcontractor, and the money did not enter into APCO's
22 bank account, to release the payable and to reduce the
23 revenue, we would have to flow the money through APCO's
24 account. So what we would do was we would manually
25 show the money coming in for this check, and then the

1 money going out for the check, so it would just zero it
2 out.
3 In order to do that, we would have to run a
4 paper check, which is this, that ties to this, because
5 Nevada Construction Services paid these bills and never
6 gave APCO any of the money.
7 Do you understand that procedure, sir?
8 Q. Yes. I think you gave a pretty good
9 explanation. So my follow-up question was, other than
10 the 33,847.55 are there any other account payable
11 amount for Zitting Brothers for you to zero out as you
12 just explained?
13 A. No, sir, because this was all that was
14 approved by the owner.
15 Q. During the time that APCO what the general
16 contractor, correct?
17 A. That's correct.
18 Q. So you're not aware of any other amounts
19 approved by the owner after APCO left the project,
20 correct?
21 A. No, sir. Only what was listed on that
22 ratification form. I don't know the numbers by heart
23 that they show -- no, those were billings. No.
24 MR. LAI: Allen 84.
25 (Exhibit 84 marked

1 for identification.)
2 BY MR. LAI:
3 Q. Ms. Allen, the court reporter handed you a
4 document marked Exhibit Allen 84. Do you recognize
5 this document?
6 A. I do.
7 Q. What is this document?
8 A. It is a document that I did, prepared.
9 Q. When did you prepare this document?
10 A. During the litigation.
11 Q. Any reason why you prepared this document?
12 A. Yes.
13 Q. What is that reason?
14 A. For my studying what was billed and what was
15 paid. In the top box right there, is what was billed
16 from Zitting to APCO.
17 Q. Do you recall the exact date when you
18 prepared this document?
19 A. No.
20 Q. Is it fair to say that the numbers reflected
21 here is accurate through August of 2008?
22 A. Yes, sir. These are the billings that I
23 submitted to the owner, which agrees with this.
24 Q. And staying with Allen 84 then, these are a
25 number that was current as of the time that APCO was

1 the general contractor, correct?
2 A. Yes, sir.
3 Q. So it doesn't reflect any amount that would
4 come in after APCO left the project, correct?
5 A. Correct.
6 (Exhibit 85 marked
7 for identification.)
8 BY MR. LAI:
9 Q. Ms. Allen, the court reporter has handed you
10 a document marked Exhibit Allen 85. Do you recognize
11 this document?
12 A. No.
13 Q. So you've never seen this document before?
14 A. It's dated January of '09.
15 Q. I understand, so you've never seen this
16 document before?
17 A. Not to my knowledge.
18 Q. Do you know whether or not APCO has ever
19 received this document?
20 A. I haven't seen that, so I can't say that. Do
21 you have -- that's all I have.
22 MR. DABBIERI: I'm sorry, could I have the
23 name of that document and a control number, preferably
24 if you have an APCO number.
25 MR. LAI: Sure. Unfortunately, it's not an

1 APCO number. It's an application and certificate for
2 payment. It has a Bates number of ZBCI 002037 through
3 2041.
4 MR. DABBIERI: Thank you.
5 BY MR. LAI:
6 Q. Let me direct your attention to the last
7 page, even though you haven't seen this document
8 before. Do you see near the middle of this page where
9 it indicates an item number beginning with Z-000-001?
10 A. Yes.
11 Q. Are you familiar with these three rows here,
12 001, 2 and 4?
13 A. Only number 1, sir. It was a change order
14 that was issued by APCO for installing windows for
15 41,000 dollars. The others, sir --
16 Q. You don't recognize the other two -- or three
17 actually, going to the bottom?
18 A. I didn't have anything to do with change
19 orders or the processing of change orders. I do know
20 that we submitted a bill for approximately 200,000
21 dollars. I don't know if you have it, and I don't know
22 where that relates to here, and they were not approved
23 by the owner.
24 Q. Let's take this by piecemeal so we have a
25 clear record of what's going on. Speaking with respect

1 to C-000-001 where it says window installation; do you
2 see that?
3 A. Um-hum.
4 Q. Was that a change order approved by the
5 owner?
6 A. It was a change order approved by APCO.
7 Q. Has the owner made any payment on that change
8 order?
9 A. Yes.
10 Q. And is the number reflected on this page
11 showing 20,500 dollars, is that the only payment made
12 by the owner towards that change order?
13 A. Yes.
14 Q. Any reason why they only paid half?
15 A. Because that's all that was billed. If you
16 would go back to Allen Exhibit 83, that billing is
17 dated 6/23/08. This is the billing that APCO received
18 from Zitting for the period of June.
19 If you will look on APCO 106213, you will see
20 that Zitting through June, that went in with the June
21 payment application, billed 20,500 dollars.
22 Now you're showing me another invoice from
23 Zitting that is also dated through -- it's dated
24 6/30/08, that they are billing an additional 20,000
25 dollars on.

1 This is what we received for June, and this
2 is what we billed the owner, and this is what the owner
3 approved to pay.
4 Q. So just to kind of clarify for the record,
5 you were looking at Exhibit Allen 83 and saying that
6 Zitting Brothers applied for payment for 20,500 dollars
7 for that change order; is that correct?
8 A. That is correct.
9 Q. And do you understand that in Exhibit Allen
10 85, that Zitting Brothers was applying for the
11 remainder of the 41,000 dollars; is that your
12 understanding?
13 A. That's what the invoice says.
14 Q. Now, looking at the change order for the item
15 number below that, with C-00-002 on Exhibit Allen 85;
16 do you see where it states changes to plan, asterisk
17 AR?
18 A. I see that, sir.
19 Q. Do you know whether or not the owners ever
20 approved that for payment?
21 A. I could not tell you that.
22 Q. Same thing for the one below that, C-00-004,
23 where it states options on buildings 8 and 9; do you
24 see that?
25 A. 17,000?

1 Q. Right. Do you believe that --
2 A. Excuse me, sir.
3 Q. Sure.
4 THE WITNESS: I don't know. Just go ahead.
5 BY MR. LAI:
6 Q. It may be helpful for us to look at Allen 83
7 for that questioning.
8 Do you believe that the owner had previously
9 approved this item and paid for this item before?
10 A. Yes.
11 Q. Now going below that, looking at C0-00-004,
12 changes to plan, asterisk GR; do you see that?
13 A. Yes.
14 Q. Do you know whether or not the owner has ever
15 approved the payment for that amount?
16 A. No, it was never approved.
17 Q. When you say never approved, for the amounts
18 we discussed so far, do you mean you've seen a document
19 coming from the owner disapproving it, or you're not
20 aware of any document approving it?
21 A. The invoice that was submitted for the change
22 orders in June that you do not have here, for some
23 reason they only approved 17,000 dollars and the
24 billing was for 200,000 dollars, with different changes
25 orders on them.

1 Q. Now, speaking with respect to the two items
2 on Exhibit Allen 85 where it states changes to plans
3 asterisk AR and asterisk GR, do you know for a fact
4 whether or not these were the change orders not
5 approved by the owner in the June 2008 pay application?
6 A. Without the other invoice here that you don't
7 have, I can't say that for sure.
8 Q. Now, when the owner disapproved payment for a
9 change order, how is that communicated to you or APCO?
10 A. When we submit a payment application with a
11 change order or any item on it -- when Zitting gave us
12 a bill, we would take their bill, we would put it on
13 our bill exactly as they submitted it. We would give
14 the owner that. They would then come back and say, no,
15 this is only approved and this is only approved, so we
16 would have to notify Zitting and say, okay, this is
17 what's approved. You have to revise your billing
18 accordingly.
19 Q. Right. And when you say you get back a
20 communication from the owner about what's approved,
21 what's not approved, is that like a formal document
22 that's submitted by the owner to APCO showing all this
23 out, or is it a phone call; how is that communicated?
24 A. Sometimes e-mail, sometimes phone call. You
25 know, I wasn't the one that did the payment

1 applications, so it would be transmitted to Shannon
2 Havely, but the owner would tell us what was approved.
3 Q. And as far as you know, for the application
4 in Exhibit Allen 85, do you know whether or not the
5 amount requested in the application was ever paid to
6 Zitting?
7 A. Sir, this was never received before APCO was
8 off the -- it was received far after APCO was off the
9 job. January of '09? Our payment applications and
10 everything were in to the owner and payments were made
11 long before that.
12 This is -- do you have proof that this was
13 sent to APCO? Because I don't have any.
14 Q. That's what I'm asking you --
15 A. No.
16 Q. -- whether or not you know whether or not
17 APCO received this?
18 A. This invoice was prepared January of '09.
19 APCO left the job August the 21st of '08. So...
20 Q. So then is it fair to say that you have no
21 knowledge whether or not the amount requested in Allen
22 85 was ever paid to Zitting?
23 A. That's correct.
24 (Exhibit 86 marked
25 for identification.)

1 BY MR. LAI:
2 Q. Ms. Allen, the reporter handed you a document
3 marked as Exhibit 86. Have you ever seen this document
4 before?
5 A. No, sir. It's also dated and signed January
6 30th of '09.
7 Q. Even though you haven't seen this document
8 before, do you have an understanding that this
9 application for Allen 86 is seeking the payment of
10 retention amount withheld by the owner?
11 A. I could see that based on the front page,
12 sir, yes.
13 Q. And that's because the amount requested is
14 ten percent of the gross billing to date, correct?
15 A. It's the amount that's listed as the
16 retention on this billing that you just gave to me --
17 Q. When you --
18 A. -- which is Exhibit 85. That's correct, and
19 it's zeroed out on that.
20 Q. Do you know whether or not Zitting had
21 completed owner-approved work for 4,033,654.85?
22 A. What I know is when APCO left the job they
23 completed a total of gross monies 3,647,608.55 that was
24 approved by the owner.
25 Q. And that's from your understanding of Exhibit

1 Allen 84, correct? There should be an exhibit stamp at
2 the bottom.
3 A. Yes, that's correct.
4 Q. And you're not aware whether or not Zitting
5 completed owner-approved work after APCO left the
6 project, correct?
7 A. Not to my knowledge, sir.
8 Q. Do you know whether or not the amount
9 requested in the application for Allen 86 was ever paid
10 to Zitting?
11 A. Not to my knowledge, sir.
12 MR. LAI: We have been going about an hour,
13 do you want to take a break?
14 THE WITNESS: Go ahead.
15 MR. MOUNTEER: How much longer do you have?
16 MR. LAI: 15-20 minutes tops.
17 MR. MOUNTEER: Let's go ahead.
18 (Exhibit 87 marked
19 for identification.)
20 BY MR. LAI:
21 Q. Ms. Allen, the court reporter has handed you
22 a document marked Allen 87. Have you seen this
23 document before?
24 A. If I would have, I wouldn't have paid any
25 attention to it.

1 Q. So this document looks foreign to you; is
2 that correct?
3 A. It's a schedule. I don't deal with the
4 schedules, I'm sorry. I don't even understand them.
5 Q. Me neither. So you're not the only one.
6 A. Okay, good.
7 MR. LAI: Exhibit 88.
8 (Exhibit 88 marked
9 for identification.)
10 BY MR. LAI:
11 Q. Ms. Allen, the court reporter has handed you
12 a document marked as Exhibit Allen 88. Have you ever
13 seen this document before?
14 A. Yes, sir.
15 Q. What is Exhibit Allen 88?
16 A. There's two pages here. One is a notice to
17 all the subcontractors by in-house counsel, telling
18 them that APCO stopped work as of 5:00 p.m. on
19 Thursday, August the 23rd -- 21st.
20 Q. Earlier you testified that APCO did, in fact,
21 stop work on August 21st, correct?
22 A. That's correct.
23 Q. Does stopping work mean that APCO no longer
24 paid its subcontractors?
25 A. Our subcontractors were paid everything that

1 was approved by the owner through August of 2008.
2 Q. And staying on the first page of Allen 88
3 where it says APCO 106288; can you read the first
4 paragraph under subsection note?
5 A. Where is that at?
6 Q. It's near the bottom. Can you read that into
7 the record?
8 A. "Note, pursuant to statute APCO is only
9 stopping work on this project. At this time it has not
10 terminated its contract with Gemstone. As such, all
11 subcontractors until advised in writing by APCO
12 Construction remain under contract with APCO
13 Construction."
14 Q. Are you aware of any writing by APCO
15 Construction to its subcontractors about whether or not
16 APCO would terminate the contracts with the
17 subcontractors?
18 A. I had no legal -- I don't understand it.
19 Q. That's why I'm asking if you're aware of
20 any --
21 A. I'm sorry.
22 Q. That's okay.
23 A. Not my scope of work.
24 Q. Are you aware of any communications between
25 APCO and Zitting Brothers after the stop work date on

1 the project?
2 A. Not that -- I can't recollect, sir. I'm
3 sorry, but...
4 Q. And CAMCO become the general contractor after
5 APCO left, correct?
6 A. Yes, sir.
7 Q. Do you know whether or not CAMCO asked
8 Zitting to continue work on the project?
9 A. The only way I would have known that was on
10 that ratification form that was in Zitting's disclosure
11 book showing there were billings to CAMCO.
12 Q. And do you still have that binder with the --
13 A. It was disclosed by Zitting. It was a
14 Z2-something, somewhere in the back of the book.
15 Q. Do you know whether or not Gemstone asked
16 Zitting to continue work on the project after APCO
17 stopped work?
18 A. Based on showing that there were billings,
19 yes, they would have asked them to continue.
20 MR. LAI: Those are all the questions I have.
21 I'll pass the witness.
22 MR. MOUNTEER: Jon, how long do you think you
23 have?
24 MR. DABBIERI: My best guess would be three
25 minutes, maybe less, maybe a little bit more, but in

1 that general time frame.
2 MR. MOUNTEER: Okay. If it's okay with the
3 court reporter, I would prefer just plugging through
4 and getting this done.
5 (Off-record discussion held.)
6 EXAMINATION
7 BY MR. DABBIERI:
8 Q. (Telephonically) Ms. Allen, this may be a
9 little disjointed because I'm moving from topic to
10 topic and trying not to repeat too much what you've
11 already been asked. You did testify concerning the
12 preparation you've done and gave a description of what
13 you have reviewed. Did you review anything specific to
14 Interstate?
15 A. My job files and the binders. I looked
16 through the documents that Interstate disclosed, I
17 guess you call it, in the binders.
18 Q. And did you create at any time a binder
19 specific to Interstate?
20 A. Yes.
21 Q. To the best of your knowledge, is that
22 included in what has been disclosed --
23 A. Yes.
24 Q. -- by APCO?
25 A. Yes.

1 Q. And you also testified concerning some notes
2 you made. Did you make notes with respect to
3 Interstate?
4 A. I guess the notes that I made were
5 transferred into the binder. That was kind of a -- do
6 you understand what I'm saying? As I made notes, then
7 I, you know, transferred. But if I saw something that
8 when I was looking through the book, I made a note for
9 me to remember something. That's it. Nothing major.
10 Q. My impression was that these notes were
11 created relatively recently as you were preparing to be
12 deposed; is that correct?
13 A. Yes, some.
14 MR. MOUNTEER: Jon, this is Cody. If there's
15 any notes, we can verify it and we will stipulate to
16 produce them to you.
17 MR. DABBIERI: Okay. Then I'll stop asking.
18 MR. MOUNTEER: Yes.
19 BY MR. DABBIERI:
20 Q. You testified concerning how change orders
21 were processed. What would happen if a change order
22 was disputed, if Interstate, for example, presented a
23 change order, would APCO review that for accuracy and
24 completeness or would it simply pass it on to the
25 owner?

1 A. I did not have anything to do with change
2 orders. I really cannot testify to that. I believe
3 everything was passed on to the owner. The only thing
4 that APCO might request was backup to support it.
5 Everything that was given to us, was given to the
6 owner. They had the ultimate decision whether or not
7 something was approved or not.
8 Q. Did APCO submit changes orders to the owner?
9 A. I didn't do them. I believe so.
10 Q. To the best of your knowledge, were any of
11 those disputed by the owner?
12 A. To the best of my knowledge, I believe they
13 were. Some were disputed, sure. As to what, I can't
14 tell you.
15 Q. Were those -- your turn.
16 A. No, go ahead.
17 Q. Were those disputes resolved?
18 A. No.
19 Q. Does APCO contend it is owed money by
20 Gemstone?
21 A. Nobody is owed any money. The Supreme Court
22 made a decision and released all the liens to pay the
23 bank. Nobody's going to get any money. It's done.
24 APCO's not going to get any money. It's over.
25 Q. Well, and without arguing too fine a point,

1 there's a difference between a contractual obligation
2 to pay, and a lien against a property. To the best of
3 your knowledge, does APCO contend that Gemstone has a
4 contractual obligation to pay APCO money?
5 A. Yes.
6 Q. How much is that?
7 A. I have no idea.
8 Q. Is that amount inclusive of anything which
9 the subcontractors contend are owed to it -- to them?
10 A. I guess you could say that.
11 Q. And do you know how much that is?
12 A. I don't.
13 Q. When a subcontractor presented APCO with a
14 billing which included change order work -- let me
15 rephrase that.
16 What was the sequence and the timing of a sub
17 preparing its application for payment to APCO and then
18 APCO presenting its application for payment to the
19 owner; was there a lag there?
20 A. Possibly a few days that it would be given to
21 them for their review for approval, because you would
22 have to compile all the numbers onto our pay
23 application.
24 Q. So when a subcontractor's pay application
25 included change order work, would that application --

1 would that change order work be included in the APCO
2 application which was submitted a few days later to the
3 owner?
4 A. Yes.
5 Q. And if I understand it correctly, it was
6 essentially included without substantial review by
7 APCO, it was simply passed on; is that correct?
8 A. Correct.
9 Q. Now, the certification on the APCO
10 application to the owner has the certification that the
11 application includes work which has been completed in
12 accordance with contract documents and should be paid
13 for. How do you reconcile that with the pass-through
14 attitude that APCO apparently took?
15 A. Per the prime contract, the owner had the
16 ultimate decision, and the subcontract agreements, as
17 to what was approved. It was the owner -- the owner
18 was the one that approved the percentage of completion
19 and the payment of the subcontractors. That's a
20 standard form that's used, and until it's verified and
21 it's approved, those are just -- those are -- it's just
22 a form until the final amount. Then the owner approves
23 it, and then the billings have to be revised based on
24 their approval, and that's what's paid.
25 Q. Did you keep any record of the amount in

1 dollars of work for which applications for payment were
2 made, but the owner disapproved of them?
3 A. I didn't do that, I'm sorry. I didn't do the
4 billings. Shannon Havely did.
5 Q. I'm sorry, who did?
6 A. Shannon Havely.
7 Q. And I thought -- at least on some of the
8 certifications, you started signing them in lieu of
9 Shannon; is that correct?
10 A. Yeah, towards the end. Yes, sir.
11 Q. At that point did you take over Shannon's
12 other functions or just that one function?
13 A. That was mainly Shannon's function. I only
14 did the last few billings.
15 Q. So, for example, we have had some testimony
16 about Zitting submitting change orders in excess of a
17 hundred thousand dollars and the owner only approving
18 17,000?
19 A. Yes.
20 Q. Do you recall that?
21 Is there some separate accounting where I
22 could see for Zitting and for Interstate, change order
23 requests submitted and disapproved by the owner, and a
24 cumulative total of that amount?
25 A. Can you repeat that, please?

1 Q. Right. What I'm looking for is do your
2 accounting records reflect anywhere amounts that the
3 subcontractors contend they are entitled to versus what
4 the owner has approved?
5 A. On the summary sheet --
6 MR. MOUNTEER: When you say "summary sheet,"
7 I mean you're looking at Zitting, do you have a summary
8 sheet for --
9 THE WITNESS: I don't have anything for
10 Interstate. I have nothing to look at for Interstate.
11 BY MR. DABBIERI:
12 Q. I understand that, and I had brought
13 something -- I was going to bring some documents with
14 me, but we can use Zitting's, and correct me if I'm
15 wrong, the same processes and procedures would apply to
16 all subcontractors, correct?
17 MR. MOUNTEER: You need to respond.
18 A. Yes, sir. Exhibit 84 from Zitting --
19 BY MR. DABBIERI:
20 Q. I'm sorry. What?
21 MR. MOUNTEER: That's APCO 106189.
22 MR. DABBIERI: Give me a second. I hope to
23 get to it shortly. I apologize. I did hope to be
24 there in person.
25 MR. LAI: Hey, Jon, just to help you out, are

1 you referring to the table with the Bates number of
2 APCO 106196?
3 MR. DABBIERI: I'm trying to locate it. We
4 are getting close to it. I do now have 106196.
5 THE WITNESS: Could you repeat your question?
6 BY MR. DABBIERI:
7 Q. I'll rephrase it.
8 What I'm looking for is what documentation
9 would reveal the difference between the amount the
10 subcontractor has requested payment for and what the
11 owner has authorized payment for, and if you look at
12 106196 --
13 MR. LAI: That's Exhibit Allen 75.
14 BY MR. DABBIERI:
15 Q. That's a summary of the amounts billed, but I
16 take it that is the amount billed after the adjustment
17 process if a change order was disputed; is that
18 correct?
19 A. This Allen 75 represents what was submitted
20 to the owner on behalf of -- on behalf of Zitting.
21 Q. If the owner disapproved a portion of the
22 payment application so that, as I understood it, there
23 would be an adjustment and a rebilling, correct?
24 A. Yes.
25 Q. Now, would this Exhibit 75 reflect the first

1 billing or the adjusted billing?
2 A. Well, this is -- in this case, this one I did
3 was actually what was submitted to them.
4 Q. Regardless of whether the owner approved it?
5 A. What happened here was on Zitting number 9
6 where the amount was changed, we submitted for -- in
7 June, July and August, we submitted billings to the
8 owner, and there was no going back and forth. They
9 changed it and we found out after the fact.
10 Q. Well, were there -- I mean, there were
11 obviously other instances where a subcontractor's
12 initial billing was not approved by the owner and a
13 revised billing was submitted; is that correct?
14 A. Yes.
15 Q. Now, on your -- was that true for Interstate?
16 A. Without a document, I can't tell you.
17 Q. I apologize, but I think I'm somewhat
18 repeating the question, but I'm trying to find out if
19 there's anywhere where there is a summary of disputed
20 work --
21 A. No, sir.
22 Q. -- by subcontractors?
23 A. There's no summary of that, no.
24 Q. There's no summary where I could compare how
25 much a subcontractor contends its owed, versus what the

1 owner has approved; is that a fair statement?
2 A. That's a fair statement.
3 Q. And again, and I had hoped to show this to
4 you in person, but there is an application for payment
5 by APCO submitted to ManhattanWest, which has -- starts
6 with APCO control number 35436, and continues to APCO
7 35453, and it is application number 11 and it is dated
8 October 3 of 2008. Are you familiar with that
9 application?
10 A. Yes.
11 Q. Why was that submitted?
12 A. It was the invoice to Gemstone, payment
13 application number 11 through the end of the job.
14 Q. Why the delay in submission?
15 A. I have no idea.
16 Q. Does this pay application include work by
17 subcontractors which the owner contested?
18 A. I have no idea.
19 Q. Did APCO receive any response to this payment
20 application?
21 A. The only response that we know is what was
22 paid by the owner to the subcontractors.
23 Q. Was that paid after October of 2008?
24 A. Yes.
25 Q. And it was for work performed during the time

1 APCO what the general contractor?
2 A. Yes.
3 Q. And you have records reflecting those
4 payments?
5 A. Yes.
6 Q. And have those been included in the
7 disclosures?
8 A. Yes.
9 Q. Do you recall when those documents were
10 disclosed, since there's been I think nine or ten
11 different disclosures?
12 A. They were disclosed by Nevada Construction
13 Services.
14 Q. Not by APCO?
15 A. I received copies of the checks and they
16 probably were put in my files, because I had to post
17 joint checks releasing those billings off of my
18 accounts payable, and also reduce the revenue.
19 Q. Are you aware of any instances where APCO
20 felt that a change order should be approved and
21 Gemstone disagreed?
22 A. Not my scope.
23 Q. You weren't involved in any of that?
24 A. None of it.
25 Q. APCO's payment applications, how would one

1 tell from an APCO payment application, the
2 subcontractors who performed the work which is included
3 in the APCO payment application?
4 A. Do you have a document? One of my payment
5 applications?
6 MR. MOUNTEER: Sorry, Jon, to cut in here.
7 MR. DABBIERI: No, that's fine.
8 MR. MOUNTEER: On the documents you
9 referenced earlier, you had like a line number for the
10 payment application. On your payment application, do
11 you recall whether it specifically said that line was
12 for a particular sub or not?
13 THE WITNESS: Oh, geez, I don't know if their
14 name was on there.
15 BY MR. DABBIERI:
16 Q. As I recall, that was where you were taking
17 the Zitting payment application and putting down your
18 line number.
19 A. Correct.
20 Q. Is there somewhere that shows something of
21 the reverse, where I could take the APCO payment
22 application and determine which line items reflect work
23 done by Interstate?
24 A. There was a report that was given to Nevada
25 Construction Services, and it was done in three

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1 different ways. It was an Excel spreadsheet that
2 number one, each line item was listed and the
3 subcontractor was listed next to it. And then we would
4 sort it by sub, so another spreadsheet was generated,
5 whereas Interstate would be listed all together and
6 next to their -- next to their name would be the line
7 number that they were on. Then what we also had was
8 the summary sheet -- one moment -- which is Allen
9 Exhibit 74, so it would summarize on this sheet the
10 total amount of monies that were billed for that sub
11 for that month. And it was turned in and it was also
12 part of discovery with the pay applications.
13 Q. So just to make sure I understand, your Excel
14 spreadsheets would show, when an APCO payment
15 application was being submitted, there would be an
16 Excel spreadsheet that would also reflect on an APCO
17 line item basis, which subcontractor had performed the
18 work for that line item; is that correct?
19 A. Correct, and the amount billed.
20 Q. And so if a subcontractor had performed work
21 that was shown through, say, ten or fifteen different
22 line items on the APCO payment application, the -- for
23 each line item that subcontractor's name would appear
24 each time, correct?
25 A. Yes, sir.

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1 Q. And the amount billed by that subcontractor
2 with respect to that particular APCO line item?
3 A. That is correct. Sir, this was done --
4 Q. And --
5 A. Go ahead.
6 Q. I'm sorry, you go ahead.
7 A. That's all right.
8 Q. I do recall seeing the summary that just had
9 for each contractor the amount included in that
10 particular APCO pay application. Has there been marked
11 today an exhibit that also includes that more extensive
12 line item breakdown?
13 A. Today?
14 Q. Right, among the documents you've been shown
15 today.
16 A. No, sir.
17 MR. LAI: Only for Zitting Brothers. That's
18 the only document that we discussed in terms of more
19 detailed breakdowns.
20 MR. DABBIERI: I'm sorry, was that directed
21 to me or the witness?
22 MR. LAI: That was directed to you, in case
23 you were curious about the exhibits presented today.
24 THE WITNESS: That detailed list that I just
25 explained to you was not exhibited today.

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1 MR. DABBIERI: Okay. That was my question.
2 Just give me a moment here to look over my
3 notes.
4 BY MR. DABBIERI:
5 Q. Was the way you processed Interstate payment
6 applications any different from the way the Zitting
7 payment applications were processed?
8 A. No, sir.
9 Q. So essentially your responses to counsel as
10 to how everything was done for Zitting would also apply
11 to Interstate?
12 A. Yes, sir.
13 MR. DABBIERI: In that case I have no other
14 questions. Actually, I do have one area.
15 BY MR. DABBIERI:
16 Q. Do you know, did Interstate have two
17 contracts or one with APCO?
18 A. One.
19 Q. Did it submit each month a single pay
20 application, or one for each aspect of its work?
21 A. Each aspect of its work, sir.
22 Q. So there were two separate pay applications?
23 A. Yes, sir.
24 MR. DABBIERI: Okay. That completes my
25 questions.

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1 MR. LAI: I have three quick ones and should
2 be done. Just follow-up.
3 MR. MOUNTEER: Okay.
4 FURTHER EXAMINATION
5 BY MR. LAI:
6 Q. Ms. Allen, APCO has completed work on the
7 project before it left work on August 21st, 2008,
8 correct?
9 A. There was work performed, yes.
10 Q. As APCO's payment applications, did the owner
11 also retain a portion of the amount from APCO's
12 progress payments?
13 A. Was there a retention held?
14 Q. Right, just for APCO's payments?
15 A. Yes, everyone.
16 Q. This was for APCO's work itself as well,
17 correct?
18 A. Yes.
19 Q. Has APCO ever requested a payment for its
20 retention amount?
21 A. No.
22 Q. And are you aware of any communications from
23 Gemstone or its representatives to not pay any of the
24 subcontractors after August 21st, 2008?
25 A. Could you repeat that question?

Q. Sure. Are you aware of any communications from Gemstone or its representatives to not pay any of the subcontractors after August 21st, 2008?
A. If I'm understanding this correctly --
Q. And I can rephrase.
A. -- Gemstone had Nevada Construction Services actually pay the August payment application.
Q. Right. My question was did someone from Gemstone or its agent like someone from Nevada Construction Services tell APCO, hey, don't pay any of the applications submitted by any subs to you after you stop work on the project?
A. Not to my knowledge, sir. I didn't speak to Gemstone. I had no communication.
MR. LAI: I have no further questions.
MR. MOUNTEER: With that we will conclude the deposition. Thank you, Jon.
MR. DABBIERI: Thank you.
MR. LAI: Off the record.
(PROCEEDINGS ADJOURNED AT 12:13 PM)
* * * *

CERTIFICATE OF REPORTER

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

I, June W. Seid, a Certified Court Reporter licensed by the State of Nevada, certify: That I reported the deposition of MARY JO ALLEN, on Wednesday, July 19, 2017, at 9:15 a.m.;

That prior to being deposed, the witness was duly sworn by me to testify to the truth. That I thereafter transcribed my said stenographic notes via computer-aided transcription into written form, and that the typewritten transcript is a complete, true and accurate transcription of my said stenographic notes. That review of the transcript was requested.

I further certify that I am not a relative, employee or independent contractor of counsel or of any of the parties involved in the proceeding; nor a person financially interested in the proceeding; nor do I have any other relationship that may reasonably cause my impartiality to be questioned.

IN WITNESS WHEREOF, I have set my hand in my office in the County of Clark, State of Nevada, this 30th day of July, 2017.

June W. Seid

JUNE W. SEID, CCR NO. 485

DEPOSITION ERRATA SHEET

Assignment No. J0585160
Case Caption: APCO Construction vs. Gemstone

DECLARATION UNDER PENALTY OF PERJURY

I declare under penalty of perjury that I have read the entire transcript of my deposition taken in the captioned matter or the same has been read to me, and the same is true and accurate, save and except for changes and/or corrections, if any, as indicated by me on the DEPOSITION ERRATA SHEET hereof, with the understanding that I offer these changes as if still under oath.

Signed on the _____ day of
_____, 20__.

_____
MARY JO ALLEN

DEPOSITION ERRATA SHEET

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MARY JO ALLEN

ESQUIRE DEPOSITION SOLUTIONS

1 DEPOSITION ERRATA SHEET

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24 SIGNATURE_____DATE:_____

25 MARY JO ALLEN

EXHIBIT 5

SUBCONTRACT AGREEMENT

PROJECT: **The West Manhattan Condominiums** Contract NO. **168-3** APCO Construction Project No. **168**
PROJECT LOCATION: West Russell Road and Rocky Hill Street, Las Vegas, NV, 89148

OWNER: **Gemstone Development West, Inc., 9121 West Russell Rd, Unit 117, Las Vegas Nevada 89148**

ARCHITECT/ENGINEER: **OZ Architecture,** 303.861.5704 Huron Street , Denver . CO . 80202 . **Redwine Engineering** (303) 575-9510 700 17th Street, Denver, CO 80202 . **Jordan & Skala Engineers,** (702) 362-5111, 2900 S. Rancho Dr, Suite 102, Las Vegas Nevada 89102. **WRG Engineering** (702990-9300 3011 West Horizon Ridge Parkway, Suite 100, Henderson Nevada 89052.

THIS AGREEMENT (hereinafter "the Subcontract") is entered into in consideration of the mutual promises made this 17th day of April , 2007, between:

ASPHALT PRODUCTS CORPORATION also known as APCO Construction, (hereinafter called the "Contractor") 3432 N. Fifth Street, North Las Vegas, Nevada 89032. Office: (702) 734-0198, Fax: (702) 734-0396. Nevada Contractors License No. **14563.**

And

Zitting Brothers Construction, Inc. (hereinafter called the "Subcontractor").
P.O. Box 178
Hurricane, UT 84737
P 435-635-4068 F 435-635-4137

Subcontractor's NV Contractor's License No. **58955** Limit: **Unlimited**

Contractor and Subcontractor agree as follows:

1. **Contract Documents**

1.1 The Contract Documents for this Subcontract Agreement, shall include all exhibits and other documents attached hereto or made a part thereof by reference, all drawings designed by **OZ Architecture, Redwine Engineering, Jordan & Skala Engineers, WRG Engineering** and approved by **Gemstone Development West, Inc.** and the Primary Contract between the Owner and Contractor (hereinafter "the Prime Contract"), including all exhibits, and other documents attached thereto or made part hereof by reference, the Project Specifications and Contract Documents, the Project Plans, and all addendum and subsequent modifications issued thereto. (All Contract Documents identified herein shall be hereinafter collectively referred to as the "Contract Documents").

1.2 The Contract Documents are available in Contractor's office. Subcontractor acknowledges that it has carefully examined the Contract Documents and fully understands them. Copies of the Plans and Specifications will be provided to Subcontractor, upon request, at Subcontractor's Cost. Subcontractor shall, prior to the commencement of the Work, review and compare all of the Subcontract Documents relating to the performance of the Subcontractor and any and all errors, ambiguities and inconsistencies shall immediately be reported to the Contractor in writing and resolved to Subcontractor's satisfaction.

APCO Construction
Subcontractor

1.3 Subcontractor is bound to the Contractor to the same extent and duration that Contractor is bound to Owner. Subcontractor assumes toward Contractor all obligations, liabilities and responsibilities that Contractor, by the Contract Documents, has assumed toward the Owner in the Prime Contract. Contractor shall further have the benefit of all rights, remedies, redress and limitations in respect to Subcontractor and all things done and used by Subcontractor in performance of its Work, which the Owner and its agents have against Contractor in the Contract Documents or by law. Any and all decisions by the Owner or its agents relative to interpretation of the Contract Documents or any ambiguity or discrepancy therein shall be binding on the Subcontractor to the same extent such are binding on Contractor. Subcontractor shall bind **lower tier** subcontractors and suppliers to full compliance with all Contract Documents, including all performance obligations and responsibilities which subcontractor assumes toward Contractor.

2. Scope of Work

2.1 Subcontractor agrees to furnish all supervision and labor, furnish and install all materials, equipment and supplies required, and do all things necessary to fully complete all of the items of work ("the Subcontract Work"), referred to in **Exhibit "A": Subcontractor Scope of Work** And Exhibit "B": Z.B.C. SZ
Bid proposal #Rev5574 Dated 10-05-07

2.2 Subcontractor warrants to Contractor and Owner that all Work shall be performed in a neat, skillful, good and workmanlike manner and will be fit for its intended use both as to workmanship and materials. Subcontractor agrees that all materials and equipment furnished by Subcontractor shall be new and of the best description and quality of their respective kinds, unless otherwise specified and ordered by Contractor in writing. Subcontractor warrants that the materials and equipment furnished and the Work performed will strictly comply with the Contract Documents and this Subcontract, and shall be satisfactory to Owner and Contractor.

2.3 **Equal Opportunity Clause**

During the performance of any contract, Subcontractor, unless exempt, agrees as follows:

2.3.1 Subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Subcontractor will take affirmative action to ensure that color, religion, sex or national origin. Such action shall include, but not limited to the following; employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Subcontractor agrees to post in conspicuous places, available to employee and applicants for employment, notices to be provided by the government contracting officer setting forth the provisions of this nondiscrimination clause.

2.3.2 Subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of Subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3. Contract Price and Payments

3.1 In consideration of the strict and complete and timely performance of all Subcontract Work, Contractor agrees to pay Subcontractor or in the payment quantities and schedules as is more fully described in SZ
Exhibit "A": Subcontractor's Scope of Work. And exhibit "B": Z.B.C. (Subcontractor)
bid proposal #Rev5574 Dated 10-05-07

3.2 In Consideration of the promises, covenants and agreements of Subcontractor herein contained, and the full, faithful and prompt performance of the Work in accordance with the Contract Documents, Contractor agrees to pay, and Subcontractor agrees to receive and accept as full compensation for doing all Work and

furnishing all materials and equipment contemplated and embraced in this Subcontract, and for all loss or damage arising out of the nature of said Work, or from all actions of the elements or from any unforeseen difficulties or obstacles which may arise or be encountered in the performance of the Work, and for all risks of every description connected with the Work, and for all expense incurred by or in consequence of the suspension, interruption or discontinuance of the Work, and for well and faithfully completing the Work and the whole thereof in the manner and according to the requirements and instructions of Contractor and Owner or Owner's agents in charge of the Work, if any, payment in the amount of the Subcontract Price.

3.3 Subcontractor, upon request of Contractor, and on such date as Contractor shall designate, shall submit to Contractor, in form and content acceptable to Contractor, a monthly billing, no later than the 25th of each month, showing quantities of Subcontract work that has been satisfactorily completed in the preceding month, as well as backup material for same for submittal to the Owner. Failure to submit by the 25th of each month may result in that monthly payment application being rolled over to the following month. Subcontractor shall also submit an original executed Conditional Release, in the form required by Contractor, verifying payment of all laborers, subcontractors, equipment and material suppliers. Subcontractor shall also furnish required releases from any sub-subcontractors and/or materials suppliers that have notified Contractor of their presence on the Project. Subcontractor further agrees to provide all required employment security department, fringe benefit trust funds, certified payroll, and/or other reports as may be required by the Contractor or the Contract Documents.

3.4 The progress payment to Subcontractor shall be one hundred percent (100%) of the value of Subcontract work completed (less 10% retention) during the preceding month as determined by the Owner, less such other amounts as Contractor shall determine as being properly withheld as allowed under this Article or as provided elsewhere in this Subcontract. The estimates of Owner as to the amount of Work completed by Subcontractor shall be binding upon Contractor and Subcontractor and shall conclusively establish the amount of Work performed by Subcontractor. As a condition precedent to receiving partial payments from Contractor for Work performed, Subcontractor shall execute and deliver to Contractor, with its application for payment, a full and complete release **(Forms attached)** of all claims and causes of action Subcontractor may have against Contractor and Owner through the date of the execution of said release, save and except those claims specifically listed on said release and described in a manner sufficient for Contractor to identify such claim or claims with certainty. Upon the request of Contractor, Subcontractor shall provide an Unconditional Waiver of Release in form required by Contractor for any previous payment made to Subcontractor. Any payments to Subcontractor shall be conditioned upon receipt of the actual payments by Contractor from Owner. Subcontractor herein agrees to assume the same risk that the Owner may become insolvent that Contractor has assumed by entering into the Prime Contract with the Owner.

3.5 Progress payments will be made by Contractor to Subcontractor within 15 days after Contractor actually receives payment for Subcontractor's work from Owner. The progress payment to Subcontractor shall be one hundred percent (100%) of the value of Subcontract work completed (less 10% retention) during the preceding month as determined by the Owner, less such other amounts as Contractor shall determine as being properly withheld as allowed under this Article or as provided elsewhere in this Subcontract. The estimates of Owner as to the amount of Work completed by Subcontractor shall be binding upon Contractor and Subcontractor and shall conclusively establish the amount of Work performed by Subcontractor. As a condition precedent to receiving partial payments from Contractor for Work performed, Subcontractor shall execute and deliver to Contractor, with its application for payment, a full and complete release **(Forms attached)** of all claims and causes of action Subcontractor may have against Contractor and Owner through the date of the execution of said release, save and except those claims specifically listed on said release and described in a manner sufficient for Contractor to identify such claim or claims with certainty. Upon the request of Contractor, Subcontractor shall provide an Unconditional Waiver of Release in form required by Contractor for any previous payment made to Subcontractor. Any payments to Subcontractor shall be conditioned upon receipt of the actual payments by Contractor from Owner. Subcontractor herein agrees to

assume the same risk that the Owner may become insolvent that Contractor has assumed by entering into the Prime Contract with the Owner.

3.6 Contractor shall have the right at all times to contact lower tier subcontractors and suppliers to verify that they are being paid by Subcontractor for labor or materials furnished for use in the Subcontract Work. If it appears that labor, material or other costs incurred in the performance of the Subcontract Work are not being paid when due, Contractor may take whatever steps it deems necessary to insure that the progress payments will be utilized to pay such costs, including, but not limited to, the issuance of joint checks payable to the claimant after written notice to Subcontractor, or additionally, making payment directly to claimant after written notice to Subcontractor. If such payment by Contractor exceeds the balance of payments due or to become due to Subcontractor from Contractor, then Subcontractor shall be liable to Contractor for the difference.

3.7 Contractor is hereby expressly granted the right to off set any sums due the Subcontractor under the provisions of this Subcontract against any obligation that may be due from Subcontractor to Contractor regardless of the source of said obligation. When requested by Contractor, Subcontractor shall furnish to Contractor a verified and itemized statement showing the names and addresses of all entities who have furnished or may furnish labor, materials, and/or equipment for the Subcontract Work together with the amount due or to become due for such work.

SZ

3.8 The 10 percent withheld retention shall be payable to Subcontractor upon, and only upon the occurrence of all the following events, each of which is a condition precedent to Subcontractor's right to receive final payment hereunder and payment of such retention: (a) Completion of the entire ~~project~~ Building described in the Contract Documents; (b) The approval and final acceptance of the ~~project~~ Building Work by Owner; (c) Receipt of final payment by Contractor from Owner; (d) Delivery to Contractor from Subcontractor all as-built drawings for it's scope of work and other close out documents; (e) Delivery to Contractor from Subcontractor a Release and Waiver of Claims from all of Subcontractor's laborers, material and equipment suppliers, and subcontractors providing labor, materials or services to the Project, **(Forms attached)**. If any sub-subcontractor, supplier or other person refuses to furnish a release or waiver required by the Owner or Contractor, the Subcontractor shall, upon the request of Contractor, furnish a bond satisfactory to the owner and Contractor to indemnify them against any such claim or lien. Should the existence of any unsatisfied or undischarged claim, obligation or lien arising in conjunction with Subcontractor's Work become known after final payment is received from Contractor, Subcontractor shall promptly pay on demand all actual amounts Contractor and/or Owner pay in bonding around, satisfying, discharging or defending any such claim, obligation or lien, including all costs and attorney's fees incurred in connection therewith. Final payment shall not relieve Subcontractor from liability, or for warranty or guaranty, or for indemnity obligations for faulty or defective Work. (F) Building is considered complete as soon as drywall is completed. SZ

3.9 Subcontractor agrees that Contractor shall have no obligation to pay Subcontractor for any changed or extra work performed by Subcontractor until or unless Contractor has actually been paid for such work by the Owner. Unless contractor has executed + approved change order directing subcontractor to preform certain changes in writing and certain changes have been completed by subcontractor. SZ

3.10 Progress payments and Final Payment shall not be considered or construed as evidence of acceptance of any part of Subcontractor's work until final acceptance of the Project by Owner.

4. Prosecution of Work

4.1 TIME IS OF THE ESSENCE OF THIS SUBCONTRACT.

(a) Seven (7) copies of all Subcontractor submittals shall be received by Contractor to suit the requirements of the approved CPM target schedule unless otherwise agreed to in writing by Contractor. Subcontractor agrees to provide plan-sized sheets for all submittals of required size

24"x36" including one (1) sepia & five (6) blue line prints. Product specifications shall be provided in standard 8-1/2" by 11" paper, three hole punched and inserted into three ring binders labeled **"The Manhattanwest Condominiums"**. Any required re-submittals shall be submitted within five working days of receipt of request from the Owner.

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

(c) Any delays in the submittal process caused in whole or part by Subcontractor may be grounds for immediate termination of this Subcontract Agreement and subject Subcontractor to damages as provided in Sections 8 and 9 below.

Subcontractor agrees to commence the Subcontract Work within five (5) calendar days after receiving notification from Contractor to proceed, or within such other time as may be specified by Contractor, and to proceed at such points as Contractor may designate, and to continue diligently in its performance in accordance with the Contractor's project schedule and at a pace that will cause no delay in the progress of the Contractor's or other subcontractor's work.

4.2 Upon request, Subcontractor shall promptly provide Contractor with scheduling information, in the format required in the Contract Documents, or any other information relating to the order or nature of the Subcontract Work. Subcontractor agrees that the project schedule may be revised by Contractor as work progresses. Contractor may require Subcontractor to prosecute segments of the Subcontract Work in phases as Contractor may specify. Subcontractor shall comply with instructions given by Contractor, including any instructions to suspend, delay or accelerate the Subcontract Work. Subcontractor shall not be entitled to any extra compensation from Contractor for any such suspension, delay or acceleration unless specifically agreed to in writing by the Contractor and Owner and paid for by Owner. The Owner's payment to Contractor of extra compensation for any such suspension, delay, or acceleration shall be a condition precedent to Subcontractor's right, if any, to receive such extra compensation from Contractor.

4.3 Subcontractor shall keep the work area reasonably clean of debris, daily, resulting from the performance of its work and shall remove from the work area all debris generated by the execution of the Subcontract work. Non-compliance with verbal direction from Prime Contractor's Project Superintendent for cleanup shall result in one (1) written notice for clean-up. Upon failure to properly police the debris from their own activity, 24 hours after written notification this subcontractor will be fined $500.00 plus the cost for clean-up.

4.4 Subcontractor, in undertaking to complete the Subcontract Work within the time specified, avows that it has considered ordinary delays incident to such work; including, but not limited to delays in securing materials, equipment or workmen, and minor changes, omissions or additions, unavoidable casualties, normal weather conditions, strikes or lockouts. If Subcontractor shall be delayed in the performance of the Work by any act or neglect of the Owner or Architect, or by agents or representatives of either, or by changes ordered in the Work, or by fire, unavoidable casualties, national emergency, or by any cause other that the intentional interference of Contractor, Subcontractor shall be entitled, as Subcontractor's exclusive remedy, to an extension of time reasonably necessary to compensate for the time lost due to the delay, but only if Subcontractor shall notify Contractor in writing within twenty four (24) hours after such occurrence, and only if Contractor shall be granted such time extension by Owner. No time extension will be allowed for delays or suspensions of work caused or contributed to by Subcontractor, and no time extension will be granted Subcontractor that will render Contractor liable for liquidated damages or other loss under the Contract Documents. The Subcontractor understands that this is an aggressive schedule and that should the Subcontractor fail to staff the Project with the proper workforce, to stay on schedule, then it is understood that the Subcontractor will have it's workforce work overtime and/or weekends to maintain the pace of the schedule solely at the subcontractors expense.

4.5 In addition to other damages and remedies provided in this Subcontract, Subcontractor agrees to pay any liquidated damages that may be assessed against the Contractor by the Owner, as provided in the Contract Documents, for any project delays caused by Subcontractor. Such damages shall be paid for each working day the Subcontract Work remains incomplete beyond the time specified for subcontract completion plus any extension thereof agreed to in writing by the Contractor, and granted by Owner.

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

4.7 All Subcontract work done and all Subcontract materials delivered to the project site shall become Contractor's property, and said material shall not be removed by Subcontractor or any other party from the project site without Contractor's written consent. After completion and final acceptance of the Subcontract work and final payment, Subcontractor shall promptly remove all remaining material, equipment and debris of Subcontractor.

5. **Changes and Claims**

5.1 Contractor may order or direct changes, additions, deletions or other revisions in the Subcontract work without invalidating the Subcontract. No changes, additions, deletions, or other revisions to the Subcontract shall be valid unless made in writing. Subcontractor mark up shall be limited to 10% overhead and profit in addition to the direct cost of the work. No markup shall be allowed on over time for original scope of work acceleration.

5.2 Subcontractor, prior to the commencement of such changed or revised work, shall submit, (within 24 hours of request) to Contractor, written copies of the cost or credit proposal, including work schedule revisions, for changes, additions, deletions or other revisions in a manner consistent with the Contract Documents. Contractor shall not be liable to Subcontractor for a greater sum, or additional time extensions, than Contractor obtains from Owner for such additional work, less reasonable overhead and profit due to Contractor, and also less professional and attorney's fees, costs, and other expenses incurred by Contractor in the collection of any such sum or time extension. Payment to Subcontractor for such work shall be conditioned upon Contractor's actual receipt of payment from the Owner and such payment by Owner to Contractor with whatever documentation or support, as Contractor may deem necessary to negotiate with Owner.

5.3 In any dispute between Contractor and Owner as to amount, classification, price, time or value of Subcontract Work, or any Subcontract material or supplies, or any delay in the prosecution of the Subcontract work caused by Owner, or any other matter whatsoever pertaining to the Subcontract work, Subcontractor agrees to promptly and adequately provide Contractor with whatever documentation or support as Contractor may deem necessary to negotiate with Owner.

5.4 Contractor may dispute, appeal resist, litigate or arbitrate any decision of Owner, without being deemed to have admitted any obligation or liability to Subcontractor, and if the decision shall be against Contractor, then Subcontractor shall be bound thereby. Subcontractor may, at its own expense, participate with Contractor in arbitration or legal proceedings. Subcontractor shall bear part or all costs, including attorneys' fees and legal expenses, incurred by Contractor in any such proceeding involving a claim, which, if allowed, would result in one or more payments to Subcontractor. Subcontractor's costs shall bear to the total amount sought in the proceeding. Prosecution of any such claim or proceeding shall be at the sole risk of Subcontractor, and Contractor shall have no liability for or in relation to the outcome.

6. Assignments

6.1 Subcontractor shall not assign or sublet the Subcontract or any part of the Subcontract Work or any payments due hereunder, without prior written consent of Contractor. Any such assignment made by Subcontractor without Contractor's prior written consent is void, and shall be grounds for termination of this Subcontract by Contractor, terminates the Subcontractor's right to any further payment and authorizes Contractor to withhold all monies due or to become due to Subcontractor.

7. Taxes

7.1 All applicable taxes, contributions, interest and/or penalties due under any federal, state, or municipal statute or regulation arising from Subcontractor's Work are included in the price to be paid to Subcontractor under the Subcontract. Subcontractor shall indemnify, defend, and save Contractor and Owner harmless from all liability, loss, and expense resulting from Subcontractor's failure to satisfy such obligations. Subcontractor shall, on demand, provide proof that all taxes and other charges have been, and are being properly paid.

7.2 If Contractor is assessed or charged for any Subcontractor taxes, contributions, interest or penalties, Contractor shall have the right to withhold such amount from funds due or the become due under the Subcontract, and to pay directly to taxing authorities any sums otherwise due Subcontractor, but not otherwise subject to offset in accordance with Section 3 above, upon receipt of a tax levy from such taxing authority.

8. Default and Termination

8.1 If, in the opinion of Contractor or Owner, Subcontractor fails, at any time, to supply a sufficient number of properly skilled workmen or sufficient materials and equipment of the proper quality; or fails to adequately or timely perform the Subcontract work to the satisfaction of Contractor or Owner; or becomes insolvent or makes any filing under the Acts of Congress relating the bankruptcy; or fails, neglects and/or refuses to comply with the project plans and specification; or fails to perform the Subcontract work in a good and workmanlike manner; or causes any stoppage of the work of the other trades upon the project; or fails to correct defective work; or fails to comply in any other respect with the terms and conditions of this Subcontract, Contractor may declare a default by Subcontractor as herein provided.

8.2 Contractor shall provide prompt written notice of default to Subcontractor, by regular mail or as may otherwise be considered to reasonably provide notice to Subcontractor at Subcontractor's place of business described above. Such notice shall be complete upon deposit at a regular receptacle of the U.S. mail, Fax Transmission or upon actual hand delivery as provided herein.

In the event of default by Subcontractor as provided above, Contractor may, at his option, demand Subcontractor to cure or otherwise correct the default and breach within three calendar days after written notice by Contractor. If, after three days, Subcontractor has failed to cure and correct the default, Contractor may, at his sole option, provide any such labor, materials or equipment as may be necessary to complete the Work covered by this Subcontract Agreement and thereafter deduct the cost thereof from any money then due or thereafter to become due to Subcontractor under this Agreement. Alternatively, Contractor may terminate Subcontractor's right to proceed with the Work and thereafter enter upon the premises and take control of all materials, tools, equipment, and/or appliances of Subcontractor, and may employ any other person, persons, or organizations to finish the Work and provide the labor, materials and equipment to accomplish that purpose. Following completion of the Work by the Contractor or other persons or organizations, all unused materials, tools, equipment and/ or appliances shall be returned to

Subcontractor. Subcontractor shall not be entitled to rent or payment of any kind for the use of Subcontractor owned equipment or materials, nor shall Contractor be liable for any damages arising from said use unless resulting from gross negligence, or willful destruction by Contractor.

In the event Subcontractor has provided a payment or performance bond to Contractor, in accordance with Section 10 of this Agreement, and following expiration of the three days cure period, Contractor will make notice and demand by registered mail upon Subcontractor's surety to complete the Work covered by this Subcontract Agreement. In the event Subcontractor's surety fails to notify Contractor within 10 days after receipt of notice and demand by Contractor of surety's election to complete the work on behalf of Subcontractor, such failure shall be deemed a waiver by surety to exercise its rights to complete the Work. Thereafter, Contractor may at his sole option, complete the Work as otherwise provided by this Section.

8.3 In case of any such termination of Subcontractor's right to proceed with the Work, Subcontractor shall not be entitled to receive any further payment under this Subcontract Agreement until the Work undertaken by Contractor in his prime contract is completely finished. At that time, if the unpaid balance of the amount to be paid under this Agreement exceeds the expenses incurred by Contractor in finishing Subcontractor's Work, such excess shall be paid by Contractor to Subcontractor; but, if such expense shall exceed the unpaid balance, then Subcontractor shall promptly pay to Contractor the amount by which such expense exceeds the unpaid balance.

"Expense" as referred to in this Section shall include all direct and indirect costs incurred by Contractor for furnishing labor, materials, and equipment; to complete the Work covered by this Subcontract Agreement. "Expense" shall further include, but shall not be limited to, replacement of Subcontractor costs, liquidated damages incurred by Contractor, extended field office overhead, and home office overhead, Contractor's attorneys fees and costs, and any and all other damages sustained by Contractor by reason of Subcontractor's default.

8.4 In the event Contractor elects to use its own labor forces to complete Subcontractor's Work, Subcontractor and Subcontractor's surety agree to pay Contractor for such Work at the following rates: (a) Labor – At Contractor's then prevailing labor rates, plus labor burden, including, but not limited to, employment taxes, liability insurance, workmen compensation insurance, and all other benefits; (b) Contractor Owned Equipment-At the then prevailing Equipment Rental Rates as established by the Blue Book for Contraction Equipment as published by Data Quest; all rental costs shall be determined by dividing the monthly rental rate by twenty-two days per month to determine a daily rental rate. Hourly rental rates shall be determined by dividing the daily rate by eight; (c) Materials, Rental Equipment-Direct Invoice Costs, including transportation, if any; (d) Replacement Subcontractor-Direct Invoice Costs paid Replacement Subcontractor; (e) Field and home office overhead; (f) Ten percent profit on all expenses indicated in a-e above.

In lieu of computing overhead, as provided for above, Contractor may, at his sole option, elect to assess a charge, on items a, b, and c above, of 15% for General Overhead expenses. In addition, Contractor may assess a charge on items a, b, and c above 10% for Profit. Contractor shall be entitled to an additional markup on any and all of such expenses. Contractor shall also be entitled to an additional markup of 5% for General Overhead and 10% for Profit on all expenses and cost incurred pursuant to item d and e above.

8.5 If the cost to complete the Subcontract work is more than the unpaid balance of the Subcontract, then Subcontractor shall be liable to Contractor for the deficiency, and Contractor may hold, sell or otherwise realize upon any Subcontractor materials or equipment, or take other steps to collect the deficiency, including making a claim against Subcontractor's surety.

8.6 Whether Contractor exercises one or more of the above options or rights, nothing contained herein shall release Subcontractor within the specified time. Subcontractor agrees in the event of default that it will immediately assign and turn over to Contractor all sub-contracts, material contracts, or orders, bills of lading for material en route, and any other necessary data or information that would minimize the cost of completion of the Subcontract work.

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9. **Termination for ~~Convenience~~** Nonperformance

9.1 Right to Terminate for ~~Convenience.~~ Nonperformance The Contractor shall have the right to terminate for ~~convenience~~ Nonperformance, at any time, and with ~~or without~~ cause, Subcontractor's performance of all or part of the Subcontract or Subcontract Work, as defined in paragraph 2.1.

9.2 Notice to Subcontractor. The Contractor SZ shall provide Subcontractor with written notice of the termination two calendar days in advance of the effective date of the termination. The two-day period shall begin to run upon receipt of the termination for ~~convenience~~ Nonperformance notice by the Subcontractor.

9.3 Subcontractor's Obligations. Upon receipt of the written notice of termination, the Subcontractor shall:

A. Stop all work or its performance of all the Subcontractor or Subcontract Work that has been terminated, or stop work on the part of the Subcontract Work that has been terminated if its performance of only part of the Subcontract Work has been terminated.

B. Enter into no further sub-subcontracts or place any orders for supplies, materials, or facilities, except as necessary to complete any portion of the Subcontract Work not terminated for convenience.

C. Terminate all sub-subcontracts or orders to the extent related to the terminated Subcontract Work.

D. As directed by the Contractor, transfer title and deliver to the Contractor any fabricated or unfabricated parts, work in progress, completed work, supplies, and other materials produced or acquired for the Subcontractor or Subcontract Work terminated and the completed or partially completed plans, drawings, information, and other property that, if the Subcontract had been completed, the Subcontractor would be required to furnish to the Contractor.

E. Complete non-terminated portions of the Subcontractor Work if the Subcontractor's performance of only a part of the Subcontract Work has been terminated.

F. Use its best efforts to sell, as directed by the Contractor, any materials of the types referred to in paragraph (D) above; provided, however, that the Subcontractor is not required to extend credit to any purchaser of this material and may acquire the material under the conditions prescribed by, and at prices approved by, the Contractor. The proceeds from the sale of such material shall be applied to reduce any payment due from the Contractor under this Subcontract, and credited to the price or cost of the Subcontract Work, or paid in any other manner directed by the Contractor.

G. Submit with 60 days of the effective date of termination, to the Contractor, a written termination claim, along with all documentation required to support the claim.

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

9.4 Effect of Owner's Termination of Contractor. If there has been a termination of the Contractor's contract with the Owner, the Subcontractor shall be paid the amount due from the Owner to the Contractor for the Subcontractor's completed work, as provided in the Contract Documents, after payment by the Owner to the Contractor.

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

A. The direct cost of the work performed by Subcontractor prior to termination.

B. Overhead, general, and administrative expenses (including those for any sub-subcontracts) in an amount equal to 5% percent of direct costs.

C. 5% percent profit of the total of the amounts allowed in paragraphs (A) and (B) above. If, however, it appears that the Subcontractor would have sustained a loss on the entire Subcontract had it been completed, no profit shall be compensated by the Contractor, and the amounts paid for the termination shall not be compensated for.

9.6 Items Not Compensated. The Subcontractor shall not be compensated for.

A. Any accounting, legal, clerical, or other expenses incurred by the Subcontractor in the preparation of the Subcontractor's termination claim.

B. Unabsorbed overhead and anticipated lost profits.

9.7 Permitted Deductions. The Contractor shall be entitled to deduct from any payment due the Subcontractor (A) any advance payment it has made to the Subcontractor for work not yet performed under the terms of the Subcontract and (B) the amount of any claim that the Contractor has against the Subcontractor.

9.8 Consideration. If no work has been performed by the Subcontractor at the time of termination, Subcontractor shall be paid the sum of $100.00 for its undertaking an obligation to perform.

9.9 Settlement and Release of Any and All Claims. The settlement of termination costs pursuant to Paragraph 9.5 of this Clause shall constitute a settlement and release of any and all claims, known and unknown by the Subcontractor, arising prior to termination.

10. Bonds

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10.1 Should the Contractor require it, the Subcontractor shall execute a Labor and Material Bond and Faithful Performance Bond in an amount equal to 100% of the Subcontract Price in Section 3. Said bonds shall be executed by a corporate surety acceptable to Contractor, shall name Asphalt Products Corporation as an Obligee, and shall further name and protect all persons and entities to the same extent as may be required of Contractor pursuant to the Prime Contract. The cost of the bonds shall be added to the Subcontract amount. The terms of this Subcontract Agreement are incorporated by reference into the bonds required by this section, and the terms, conditions, and remedies of Contractor, shall prevail over any similar terms contained in said bond. By issuing a bond to Subcontractor pursuant to this Agreement, the Subcontractor's surety specifically agrees to be bound to Contractor to the same extent and in the same amount as Subcontractor.

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11. **Indemnity and Insurance** -

11.1 INSURANCE REQUIREMENTS – Unless the Contract Documents require otherwise, Subcontractor agrees to procure and maintain, at his sole cost and expense, the following insurance coverage,

1. **Worker's Compensation:** Coverage A. Statutory policy form; Coverage B. Employer's liability; Bodily injury by accident - $1,000,000 each accident; Bodily injury by disease- $1,000,000 each employee. Coverage shall be maintained in accordance with NRS 616 and 617.

2. **Commercial Auto Coverage:** Auto liability limits of not less than $1,000,000 each accident combined bodily injury and property damage liability insurance including, but not limited to, owned autos, hired or non-owned autos.

3. ~~**Comprehensive General Liability or Commercial General Liability, "Occurrence Form" only. "Claims Made" is not acceptable.** The limits of liability shall not be less than:~~

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   a) ~~Comprehensive General Liability: $1,000,000 combined single limit bodily/property damage per occurrence or,~~

   b) ~~Commercial General Liability: The limits of liability shall not be less than: Each Occurrence limit - $1,000,000; Personal injury limit - $1,000,000; Products Completed Operations Aggregate Limit - $5,000,000; General Aggregate Limit (other than products-completed operations).~~

4. ~~Excess Liability: Umbrella Form or Follow Form Excess where necessary to meet required minimum amounts of coverage.~~

5. **The Project is covered by an OCIP.** Subcontractor shall enroll into this OCIP. Subcontractor shall be responsible for a deductible/SIR equal to that of the subcontractors' non-OCIP GL policy; not to be less than $20,000 for light hazard trade contractors, $25,000 for medium hazard trade contractors and $75,000 for high hazard trade contractors.

6. Any deductible or self-insured retention must be declared on the Certificate and is subject to prior approval.

7. Liability Policy forms must include: a) Premises and operation with no X, C or U exclusions; b) Products and completed operations coverage (Subcontractor agrees to maintain this coverage for a minimum of 1 year following completion of his work); c) Full blanket contractual coverage; d) Broad form property damage including completed operations or its equivalent; e) An endorsement naming Asphalt Products Corporation, Gemstone LVS, LLC. and any other required interest as additional insured(s); f) An endorsement stating: "Such coverage as is afforded by this policy for the benefit of the additional insured(s) shall be noncontributing with the coverage provided under this policy."

8. **Other Requirements:** (a) All policies must contain an endorsement affording an unqualified thirty (30) days notice of cancellation to the additional insured(s) in the event of cancellation or reduction in coverage; (b) All policies must be written by insurance companies whose rating in the most

9. recent Best's rating guide, is not less than A:VII Rating must be shown on Certificate under "Companies Affording Coverage"; (c) Certificates of insurance with the required endorsement evidencing the coverage must be delivered to APCO Construction prior to commencement of any work under this Contract; **(see attached samples)** (d) If the Subcontractor fails to secure and maintain the required insurance, Asphalt Products Corporation shall have the right (without obligation to do so, however) to secure same in the name and for the account of the Subcontractor in which event the Subcontractor shall pay the costs thereof and furnish upon demand all information that may be required in connection therewith. (e) Liability insurance policies containing warranties must be reviewed for prior approval and acceptance by Contractor. (f) The Subcontractor's insurance shall be primary with respects to Asphalt Products Corporation, its officers, employees and volunteers.

11.2 INDEMNIFICATION

a) **General Indemnity:** All work covered by this agreement that is performed at the project site, or performed in preparing or delivering materials or equipment to the project site, or in providing services for the Project, shall be at the sole risk of the Subcontractor. Subcontractor, to the fullest extent permitted by law, with respect to all such work which is covered by or incidental to this agreement, shall defend all claims through legal counsel acceptable to Contractor, and indemnify and hold Contractor, it's insurance carriers and bonding companies, Owner and any other interested party designated by Contractor, or their agents, employees or representatives (collectively referred to as "Indemnities") harmless from and against any claim, liability, loss, damage, cost, expense, including attorney's fees, awards, fines or judgments arising by reason of the death or bodily injury to persons, injury or damage to tangible property, including the loss of use therefrom, whether or not it is caused in part by an Indemnitee; provided, however, that the Subcontractor shall not be obligated under this agreement to indemnify the Indemnities with respect to damages which are ultimately determined to be due the sole negligence or willful misconduct of the Indemnities.

b) **Indemnity Not Limited:** In any and all claims against the Indemnities by any employee of the Subcontractor, or lower tier subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under any Workers' or Workmen Compensation Acts, disability benefit acts or other employee benefit acts. Said indemnity is intended to apply during the period of this Agreement and shall survive the expiration or termination of the Agreement until such time as action on account of any matter covered by such indemnity is barred by the applicable Statute of Limitations.

12. Warranty and Guarantee

12.1 Subcontractor agrees to promptly repair, rebuild, replace or make good, without cost to Contractor or Owner, any defects due to faulty workmanship and/or materials which may appear within the guarantee or warranty period established in the Contract Documents. If no such period is stipulated in the contract Documents, then Subcontractor's guarantee shall be for a period of two year from the date Certificate of Occupancy is obtained for the project. Subcontractor shall require similar guarantees from all vendors and lower tier subcontractors.

13. **Patents**

13.1 Subcontractor agrees to pay all applicable patent royalties and license fees and to defend all suits or claims made for infringement of any patent rights involved in the Subcontract work.

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

14.1 All Work, labor, services and materials to be furnished by Subcontractor shall strictly comply with all applicable federal, state, and local laws, rules, regulations, statutes, ordinances, building codes, and directives now in force or hereafter in effect as may be required by the Prime Contract. Subcontractor shall satisfy and comply with the foregoing as a part of the Subcontract without any additional compensation.

14.2 Subcontractor agrees that the prevention of accidents to workmen engaged in the work under the Subcontract is solely its responsibility. If requested, Subcontractor shall submit a safety plan for review by Contractor. Contractor's review of any safety plan shall not be deemed to release Subcontractor, or in any way diminish its indemnity or other liability as assumed under the Subcontract, nor shall it constitute an assumption of liability by Contractor.

14.3 When so ordered, Subcontractor shall stop any part of the Work that the Contractor or Owner deems unsafe until corrective safety measures, satisfactory to Contractor and or Owner, have been taken. Should Subcontractor neglect to adopt such corrective measures, Contractor may do so and deduct the cost from payments due or to become due to Subcontractor. Upon request, Subcontractor shall timely submit copies of all accident or injury reports to Contractor.

14.4 Subcontractor agrees to cooperate with the Contractor in efforts to prevent injuries to workmen employed by either party in carrying out operations covered by this agreement, and to adopt and place in effect OSHA requirements and such practical suggestions as may be offered by the Contractor and/or the Owner to promote safety and safe working conditions. Should the Subcontractor fail to fulfill its obligations in relation to safety matters on the job site, at the option of the Contractor, this Agreement, upon ten (10) days written notice to Subcontractor, may be cancelled, and the Subcontractor required to immediately remove his equipment and employees from the project.

15. **Damage to Work**

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15.1 All loss or damage to Subcontractors' work resulting from any cause whatsoever other than that of fire shall be borne and sustained by Subcontractor and shall be solely at its risk until final acceptance by Contractor, Owner, or Owner's Representative. Subcontractor shall at all times and at its sole expense fully secure and protect against any damage, injury, destruction, theft or loss, all work and all labor, materials, supplies, tools and equipment furnished by Subcontractor or its sub-subcontractors, laborers and material men. Subcontractor shall at its sole expense promptly repair or replace damage to the work of others, or to any part of the project, resulting from Subcontractor's activities.

16. **Inspection and Approvals**

16.1 Contractor and Owner at all times shall have the right to inspect Subcontractor's materials, workmanship and equipment. Subcontractor shall provide facilities necessary to effect such inspection, whether at the place of manufacture, the project site, or any intermediate point. This point of inspection may be exercised at any time during performance of the Subcontract Work.

16.2 Any Subcontract work or material furnished that fails to meet the requirements or specifications of the Contract Documents, or the Subcontract, shall be promptly removed and replaced by Subcontractor at its own cost and expense. If, in the opinion of Contractor or Owner, it would not be economical or expedient to

correct or remedy all or any part of the rejected Subcontract work or materials, then Contractor, at its option may deduct from payments due or to become due to Subcontractor either: (a) such amount as in Contractor's sole judgment represents the difference between the fair value of the Subcontract work and materials rejected and the value if same had been performed in full compliance with the Contract documents; or (b) such reductions in price that are provided for or determined for this purpose under the Contract Documents.

16.3 The Subcontractor shall keep, maintain and require its subcontractors and suppliers to keep and maintain all books, papers, records, files, accounts, reports, bid documents with backup data, and all other materials relating to the Contract Documents and Project.

16.4 All of the material set forth in paragraph 16.3 shall be made available to the Owner and to Contractor for auditing, inspection and copying and shall be produced, upon request, at either the Owner's offices or such other place as Contractor may specify. Said request for information shall be limited to instances when specifically required to comply with at request for information by the Owner, and should not be construed as a general right by Contractor to request proprietary or privileged information of Subcontractor.

17. Arbitration

17.1 Contractor shall have the option to, and Subcontractor shall be required to resolve all claims, disputes and matters in question arising out of, or relating to the Subcontract, or breach thereof, except for claims which have been waived by the making or acceptance of final payment, by submission to arbitration in the time period and in accordance with the Contract Documents.

17.2 In accordance with Paragraph 17.1, Subcontractor hereby waive its right to otherwise litigate any and all such disputes, claims and matters in question in any court or governmental tribunal in any jurisdiction. If Subcontractor submits any matter to arbitration hereunder, at its sole option, Contractor may refuse to arbitrate any such disputes, claims, and matters in question. In that event, and in only that event, Subcontractor may litigate the matters subject to its demand for arbitration.

17.3 All arbitration and other legal proceedings instituted pursuant to this Section shall be conducted in Las Vegas, Nevada, or at such other venue as Contractor and Subcontractor shall agree to in writing.

17.4 The award rendered by the arbitrator(s) shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

17.5 Unless otherwise agreed in writing, the Subcontractor shall carry on the Subcontract work and maintain the schedule of work pending arbitration or litigation, and the Contractor shall continue to make payments in accordance with the Subcontract.

17.6 To the extent not prohibited by their contracts with others, the claims and disputes of Owner, Contractor, Subcontractor and other Subcontractors involving a common question of fact or law shall be heard by the same arbitrator(s) in a single proceeding.

17.7 This Agreement to arbitrate shall not apply to any claim of contrition or indemnity asserted by one party to the Subcontract against the other party and arising out of any action brought in a state or federal court, or in arbitration by a person who is under no obligation to arbitrate the subject matter of such action with either of the parties hereto; or does not consent to such arbitration.

17.8 In any dispute arising over the application of paragraph 17.7, all questions regarding the arbitration requirements of this section shall be decided by the appropriate court and not by arbitration.

18. Miscellaneous

18.1 Contractor's waiver of any of the provisions of the Subcontract, or Contractor's failure to exercise any options or legal remedies provided therein, shall not be construed as a general waiver of its right thereafter to require such compliance or to exercise such option or remedy.

18.2 The Subcontract, including all Contract Documents as provided in Section One, comprises the entire Agreement between the parties relating to the Subcontract Work and no other agreements, representations, terms, provisions or understandings concerning the Subcontract Work have been made. All modifications or amendments to the Subcontract must be in writing.

18.3 To the best knowledge and belief of the parties, the Subcontract contains no provision that is contrary to Federal or State law, ruling or regulation. However, if any provision of this Subcontract shall conflict with any such law, ruling or regulation, then such provision shall continue in effect to the extent permissible. The illegality of any provisions, or parts thereof, shall not affect the enforceability of any other provisions of this Subcontract.

18.4 The Subcontract shall be construed and interpreted according to the laws of the State of Nevada.

18.5 In the event either party employs an attorney to institute a lawsuit or to demand arbitration for any cause arising out of the Subcontract Work or the Subcontract, or any of the Contract Documents, the prevailing party shall be entitled to all costs, attorney's fees and any other reasonable expenses incurred therein.

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

18.7 Contractor's rights and remedies under the Subcontract are not exclusive and Contractor shall have all other remedies available at law or in equity to enforce the Subcontract.

IN WITNESS WHEREOF: The parties hereto have executed this Agreement for themselves, their heirs, executors, successors, administrators, and assignees on the day and year first above written.

Zitting Brothers Construction, Inc.	APCO CONSTRUCTION
Sam Z	
pres	Project Manager
TITLE	TITLE

EXHIBIT 'A'
Subcontractor Scope of Work
APCO Contract No. 0168

This Agreement includes the supply of all labor, materials, tools, equipment, supervision, management, permits and taxes necessary to complete the BELOW SCOPE OF WORK for the referenced Project in accordance with the Contract Documents including Addenda/Delta Number(s) ___ through ___ Subcontractor acknowledges that he has performed his own take-off, site visit and therefore, any items necessary to complete the work depicted in accordance with the Contract Documents, shall be included in this Agreement. The Subcontractor also acknowledges that all of the costs related to the successful completion of the work including any unforeseen or unseen items, or as described herein, are included in the amount reflected in the schedule below.

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

Wood Framing, Sheathing, and Shimming Complete: Complete work per governing codes, furnish and install all necessary Design, Labor, Material, Equipment, Cartage, Freight, Supervision, Taxes and Necessary Insurance to install and complete ~~all Glass~~ Labor and ~~Glazing~~ Materials, including ~~Spandrel Glass~~ Submittals per plans by OZ Architecture, Redwine Engineering, Jordan & Skala Engineers, WRG Engineering (see attached Project Drawing List) for the amount of **Fourteen Million Four Hundred and Sixty One Thousand and no/100, ($14,461,000.00) for the project. The breakdown for these costs are as follows:** SZ SZ

Building Type 1 Podium:	**$ 1,805,000.00**	X 6 Buildings = 10,830,000
Building Type 4 Podium:	**$ 1,400,000.00**	x 1 Building = 1,400,000
Building Type 5 Podium:	**$ 1,115,500.00**	X 2 Buildings = 2,231,000
		Total = 14,461,000

Our understanding of the clarifications / qualifications associated with your bid is as follows: Your proposal is hereby amended to reflect the terms and conditions of this subcontract. APCO Construction may at its option exercise its right to choose any or all alternate/option items of work as shown on your proposal at the stated alternate price during the course of construction

Zitting Brothers Construction, Inc.

Sam

Pres.

TITLE

APCO CONSTRUCTION

Project Manager

TITLE

APCO Construction
Subcontractor SZ

APCO00044607

AA 002899

SPECIAL CONDITIONS

In addition to the conditions outlined in the Subcontract Agreement, the following Special Conditions shall form a part of the Subcontract Agreement.

(a) The Subcontractor shall be responsible for clean up of employees break & lunch trash on the job site. Subcontractor employees are not to wander around the Owner/General Contractor jobsite office area while on duty. No parking of private vehicles will be allowed in the Owners Operations Area. NO EXCEPTIONS.

(b) The Contractor will provide an adequate temporary construction area for staging.
Enclosed with security fence. SZ

(c) The Contractor will provide reasonable access to all working areas.

(d) The Subcontractor shall be responsible for the cleaning of his work area and removing its debris and all work shall be left in a clean condition following his activities. The APCO shall be the sole judge to determine the cleanliness.

(e) The Contractor will provide one (1) set of full size conformed construction documents for the Subcontractor's use. Additional sets may be purchased by the Subcontractor from a source designated by the Contractor. Plan change drawings will be supplied in the same quantities.

(f) Subcontractor must submit a "Daily Work Report" **(see attached Appendix 'C')** prior to 10:00 a.m. the following day for all work performed on the job site the previous day. Subcontractor monthly pay requests will not be accepted for processing unless all "Daily Work Reports" for the pay period have been submitted to the Contractor.

(g) Subcontractor is required to submit a Payroll Certificate representing all work performed on the job site on a monthly basis. The Payroll Certificate must be submitted no later than the 1st of the month for all work performed during the previous month. Subcontractor shall use a format similar to AIA G702 & G703.

(h) The Subcontractor is required to attend weekly site progress meetings and to participate in the preparation of Monthly updates of the Project schedule.

(i) The Contractor cannot guarantee continuity of progress of work; Subcontractor shall employ as many mobilizations as required to complete the work as required by the project schedule.

(j) The Subcontractor shall provide drinking water for its own employee's.

(k) Subcontractor shall at all times protect stored equipment, materials from: damage from weather, sun. Materials shall be stored off the ground and not in contact the ground.

(l) APCO Construction cannot guarantee price stability and therefore cannot grant any additional monies to subcontractor due to escalation of price between bid/quote time and when materials/labor/shipping is actually purchased and/or incorporated into the project. SZ See exhibit "B" for exception on material pricing.

APCO Construction
Subcontractor SZ

EXHIBIT 6

1 DISTRICT COURT

2 CLARK COUNTY, NEVADA

3

4 APCO CONSTRUCTION, a Nevada corporation,)
5 Plaintiff,)
6 vs.) CASE NO: A571228
) DEPT NO: 13
7 GEMSTONE DEVELOPMENT WEST, INC., A Nevada corporation,)
8)
9 Defendant.)
10 AND ALL RELATED MATTERS)
11

12

13

14 DEPOSITION OF SAMUEL ZITTING

15 PERSON MOST KNOWLEDGEABLE OF

16 ZITTING BROTHERS CONSTRUCTION COMPANY

17 LAS VEGAS, NEVADA

18 FRIDAY, OCTOBER 27, 2017

19

20

21

22

23

24 REPORTED BY: VANESSA LOPEZ, CCR NO. 902

25 JOB NO.: 427127

1 DEPOSITION OF SAMUEL ZITTING, PERSON MOST
2 KNOWLEDGEABLE OF ZITTING BROTHERS CONSTRUCTION COMPANY, held
3 at Litigation Services & Technologies, located at 3770
4 Howard Hughes Parkway, Suite 300, Las Vegas, Nevada, on
5 Friday, October 27, 2017, at 9:00 a.m., before Vanessa
6 Lopez, Certified Court Reporter, in and for the State of
7 Nevada.
8
9
10 APPEARANCES:
11 For APCO Construction:
12 SPENCER FANE
BY: JOHN R. JEFFERIES, ESQ.
13 300 South Fourth Street, Suite 700
Las Vegas, Nevada 89101
14 (702)408-3400
rjefferies@spencerfane.com
15
For Zitting:
16
WILSON ELSER MOSKOWITZ EDELMAN & DICKER, LLP
17 BY: RICHARD DREITZER, ESQ.
300 South Fourth Street, 11th Floor
18 Las Vegas, Nevada 89101
(702)727-1400
19 richard.dreitzer@wilsonelser.com
20
Also Present: Lisa Lynn, APCO
21 Joe Pelan
22
23
24
25

1 I N D E X
2 WITNESS: SAMUEL ZITTING
3 EXAMINATION PAGE
4 By Mr. Jefferies 5, 112
5 By Mr. Dreitzer 109, 115
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8
9
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1 LAS VEGAS, NEVADA; FRIDAY, OCTOBER 27, 2017
2 9:00 A.M.
3 -oOo-
4 (The Reporter was relieved of her duties
5 under NRCP 30(b)(4).)
6 Whereupon,
7 SAMUEL ZITTING,
8 having been first duly sworn by the court reporter to
9 testify to the truth, the whole truth, and nothing but the
10 truth, was examined and testified under oath as follows:
11
12 EXAMINATION
13 BY MR. JEFFERIES:
14 **Q. Sir, will you state your full name for the record**
15 **please.**
16 A. Samuel Zitting.
17 **Q. Have you had your deposition taken before?**
18 A. Yes.
19 **Q. How many times?**
20 A. I don't recall.
21 **Q. More than five?**
22 A. Possibly.
23 **Q. Okay. So you're familiar with the process?**
24 A. Yes.
25 **Q. I'm not going to waste time going through all of**

1 the ground rules. There are a few that are important to me,
2 but I do want to emphasize -- you understand you're under
3 oath --
4 A. Yes.
5 Q. -- and is -- your testimony today -- as if you
6 were testifying in a court of law?
7 A. Yes.
8 Q. If you don't understand my questions, let me know.
9 I'll try and clarify it for you. If you answer the
10 question, I'm going to assume that you understood it as
11 asked. Okay?
12 A. Okay.
13 Q. In conversation, we tend to know where the other
14 person is going. So if you let me finish my question before
15 you start your answer, I'm going to let you finish your
16 answer before I move on to my next question. Okay?
17 A. Fair enough.
18 Q. So if I say, Were you through with your answer?
19 I'm not trying to be rude. I just want to make sure you
20 were done, because when I ask my questions, I have some
21 awkward pauses in my head. And so if you're answering the
22 same way, I just want to make sure we're through with the
23 answer. Okay?
24 A. Okay.
25 Q. What is your position with Zitting Brothers

1 Construction, Inc.?
2 A. President.
3 Q. How long have you held that position?
4 A. Around 25 years.
5 Q. Are you an owner of the company?
6 A. Yes.
7 Q. Are you the sole owner?
8 A. No.
9 Q. Who are the other owners?
10 A. Leroy Zitting, Jared Zitting, and William Zitting.
11 Q. Brothers?
12 A. Yes.
13 Q. What type of business is Zitting Brothers in?
14 A. Wood framing subcontractor.
15 Q. I'm going to shorthandedly use the term "the
16 project." And when I do, please understand I'm referring to
17 the Manhattan West project that brings us here today. Okay?
18 A. Okay.
19 Q. And unless I specify otherwise, as I use the term
20 "project," it will refer to work that I believe Zitting did
21 pre and post APCO being involved with the project. Okay?
22 A. Okay.
23 Q. What did you do to prepare for your deposition
24 today?
25 A. Went over some of the documents that were

1 provided.
2 Q. Which documents?
3 A. I think -- I think the subcontract was in there,
4 the schedule of -- the original schedule of change orders
5 that is outstanding and the retention amount owing that's
6 outstanding.
7 Q. When you say "schedule of change orders," what are
8 you referring to?
9 A. There's a -- somewhere there was produced a list
10 of change orders that we were saying we were still owed for
11 when the project shut down.
12 Q. Is that something that you transmitted to APCO?
13 A. I think it's something that was produced --
14 produced in document production.
15 Q. Fair enough. Let me make sure my record is clear.
16 The list that you're talking about, is it something that you
17 transmitted to APCO prior to the litigation?
18 A. I believe so.
19 Q. Do you know how it was transmitted?
20 A. I don't without looking at it.
21 Q. Do you guys, by chance, have a copy of what you're
22 referring to here today?
23 MR. DREITZER: That's exactly what I'm looking for
24 right now. Let's see if I can -- I do know it had a Bates
25 stamp number on it.

1 MR. JEFFERIES: All right.
2 MR. DREITZER: So it was produced.
3 MR. JEFFERIES: Okay. I -- again, for my
4 purposes, I'm going to try and clarify it pre and post
5 litigation.
6 Q. (By Mr. Jefferies) Okay. So while Rich is
7 looking, you looked at the subcontract, schedule of change
8 orders, and then?
9 A. Some e-mails.
10 Q. E-mail, okay. Do you recall what the e-mails --
11 and in asking you all these questions, I do intend to
12 exclude e-mails with your counsel and discussions you had
13 with your counsel. So please understand that. Okay?
14 A. Okay.
15 Q. Do you recall what e-mails you looked at?
16 A. I believe there were some e-mails between my
17 office and Joe -- Joe Pelo (phonetic), I believe. I don't
18 remember who all was included in the e-mail chain.
19 Q. Do you recall what the subject was?
20 A. Getting together final change order amounts and
21 final contract amounts.
22 Q. Would this have been a list or a submission after
23 you revised the labor rate?
24 A. It was actually some e-mails that were dealing
25 with the labor rate.

1 MR. DREITZER: Go off the record for just one
2 moment?
3 MR. JEFFERIES: Sure.
4 (Pause in proceedings.)
5 Q. (By Mr. Jefferies) You understand, sir, you're
6 here today as the corporate designee for the topics in my
7 PMK designation?
8 A. Yes.
9 Q. Okay. What was your personal role on the project,
10 if any?
11 A. I mostly managed the office and made sure that
12 change orders and payments were being processed
13 appropriately, and came down, did job walks every couple
14 weeks --
15 Q. Okay.
16 A. -- to make sure that things were running smoothly.
17 Q. So when you say you managed the office, you're
18 doing it from your office in Utah?
19 A. Hurricane, yes.
20 Q. Who -- strike that.
21 How did your company staff the project on-site?
22 A. My brother Roy was the on-site project
23 superintendent.
24 Q. Okay.
25 A. And he had a group of superintendents under him

1 and then a bunch of carpenters under them that were all
2 Zitting Brothers employees.
3 Q. So Roy, if I can call him Roy --
4 A. Yeah.
5 Q. Just for clarity, Roy was the most senior person
6 on your project?
7 A. That was on a day-to-day basis. I was more
8 senior, but I wasn't there every day.
9 Q. Who had responsibility for documenting changes in
10 the supporting cost labor time?
11 A. Roy.
12 Q. Roy, okay. Have you worked with APCO before?
13 A. Yes.
14 Q. How many times?
15 A. I thought we did one other job with APCO. So
16 probably just one other job and it was actually successful.
17 Q. Okay. Obviously there were problems on the
18 project with the owner, its financing. As you sit here
19 today, do you have any complaints of APCO that are unrelated
20 to the owner?
21 A. Yes.
22 Q. What are those?
23 A. They had a project manager named Shawn that was
24 absolutely, in my mind, horrible -- what he was doing -- and
25 unethical.

1 Q. What are you referring to?
2 A. He would direct -- direct you to do stuff on-site
3 and then didn't seem like he was being transparent with the
4 owner on the owner's side. And so it seemed like we could
5 never get approval for the things he was directing us to do
6 in an appropriate time.
7 Q. What type of things was he directing you to do?
8 A. The changes that are in question that he would
9 never approve.
10 Q. Okay. Anything else in terms of a complaint
11 against APCO?
12 A. No.
13 Q. Okay. Did you negotiate the subcontract --
14 A. Yes.
15 Q. -- with APCO? Who did you negotiate with?
16 A. I believe it was with Shawn and Joe.
17 Q. Okay. Are you the person that assumes that role
18 for your company?
19 A. Yes.
20 Q. How many -- prior to the project, how many
21 subcontracts would you say you negotiated, estimate?
22 A. In the hundreds.
23 Q. Okay.
24 MR. JEFFERIES: Mark that.
25 (Pause in proceedings.)

1 (Exhibit 1 was marked.)
2 Q. (By Mr. Jefferies) Sir, I'm going to show you
3 what I've marked as Exhibit 1 to your deposition. Can you
4 tell me what this is?
5 A. Looks like a subcontract agreement.
6 Q. Okay. There are handwritten changes in the text.
7 Is that your handwriting?
8 A. I believe these are my initials, but I don't know
9 if this is my handwriting or not. I don't believe that this
10 is my handwriting. It's just my initials.
11 Q. Would this handwriting have been inserted at your
12 request?
13 MR. DREITZER: Objection. Calls for speculation.
14 You can answer.
15 MR. JEFFERIES: Well, that's fair. Let me
16 rephrase.
17 Q. (By Mr. Jefferies) Do the handwritten changes
18 reflect modifications to the subcontract that Zitting
19 requested from APCO?
20 A. It appears to.
21 Q. Okay. And is that an SZ that represents your
22 signature?
23 A. Yes.
24 Q. Okay. Do you know whose signature that is for
25 APCO?

A. I do not.
MR. JEFFERIES: Who is that?
MS. LYNN: Shawn.
MR. JEFFERIES: Shawn.
Q. (By Mr. Jefferies) Okay. Some of these changes have Shawn's initials next to yours. Some of them don't. Do you see that?
A. Yes.
Q. Do you attribute any significance to the fact that Shawn did not initial any of those changes -- strike that.
Do you attribute any significance to the fact that Shawn did not initial some of your changes?
A. I do not, because he still initialed the bottom of each page.
Q. Can you explain why he even -- on the same page -- I'm looking at page 2 as an example -- he would have initialed specifically your change in the right-hand margin to paragraph 3.1 but not 2.1?
A. I don't -- I don't know why he would have done it.
Q. Did you ever discuss that with him?
A. No, not that I recall. I know that my -- my changes and markups were done prior to him initialing the pages at the bottom. So everything that I marked up happened previous to him in initialing the bottom of the page. So by initialing that page, you're essentially

agreeing to what's on that page previous to it. So I didn't deem it as significant.
Q. Had you or your company done work for Gemstone prior to the project?
A. We had never contracted with Gemstone, but we had worked on a Gemstone owned project.
Q. What is that?
A. We had worked on a different project that Gemstone owned, but we didn't contract directly with Gemstone before.
Q. What was the name of that other Gemstone project?
A. Manhattan Condominiums or Manhattan Apartments.
Q. When was that in relation to the project?
A. It was previous to this project by a couple years --
Q. Okay.
A. -- if I recall.
Q. Other than Gemstone, had you done work for any of Gemstone's principals prior to the project?
A. Other than Gemstone?
Q. Yeah, like Alex -- I'm drawing a blank on his name. You know who Alex is?
A. Edelstein?
Q. Yes. Had you done work for him before?
A. I had done a project, like I said earlier, that he was an owner of. The -- the Manhattan, but that was the

only other one.
Q. Did you do any work for Alex or any of his related entities after the project?
A. No.
Q. Would you agree that Exhibit 1 to your deposition reflects the final negotiated terms and conditions for your work on the project?
A. It would not.
Q. And why do you disagree with that statement?
A. Well, it's not the final -- it's not the final dollar amount, because it doesn't include any changes that were requested throughout, for -- for one -- for instance. Other than -- other than that, I would agree that it's the agreement that we settled on.
Q. Okay. Pursuant to Article 1.2, prior to starting work on the project, did Zitting review the design documents for sufficiency and accuracy?
A. I would assume we did.
Q. That's a yes?
A. Yes.
Q. Okay. And do you recall reporting any issues regarding the design documents to APCO prior to the start of your construction on-site?
A. I don't recall.
Q. Are you aware of any such paperwork in your

company files?
A. I don't recall.
Q. My question is a little different. Are you aware of the existence of any such documents?
A. I'm not.
Q. Okay. Pursuant to subparagraph 1.3, you understood that Zitting was bound to APCO to the same extent that APCO was bound to the owner. Correct?
A. As far as Nevada law allows.
Q. What do you mean by that?
A. I'm not an attorney, but there's certain statutes that require the contracting parties to be bound to each other, regardless of what happens with APCO or with -- with Gemstone.
Q. Give me an example.
MR. DREITZER: I'm going to object to the line of questioning as calling for a legal conclusion, but you can answer.
MR. JEFFERIES: It did spin off into one.
THE WITNESS: For instance, a pay if paid.
MR. JEFFERIES: Okay.
THE WITNESS: Or pay when paid.
MR. JEFFERIES: All right.
THE WITNESS: They're welcome to put that kind of stuff in writing, but it's not supported by Nevada statute.

Q. (By Mr. Jefferies) And did you know that before you negotiated and signed the subcontract?
A. I don't recall.
Q. Well, this is -- when did you sign this? Oh April 17, 2007. Prior to that time, were you aware that Nevada law precluded or somehow dealt with pay if paid provisions?
A. I don't recall.
MR. DREITZER: Same objection. Sorry. You can answer.
Q. (By Mr. Jefferies) When did you -- this contract says April of 2007. When did you actually start work on the project?
A. I don't recall.
Q. Okay. In paragraph 1.3, tell me what those first two sentences meant to you when you agreed to be bound to APCO to the same extent that APCO was bound to the owner?
A. I don't recall.
Q. Okay. Sir, you do realize you're the designee of the company to testify about these things?
A. I do.
Q. Okay. And --
A. We covered that earlier.
Q. Okay. And you're telling me you can't answer my question?

A. I told you I don't recall what that meant to me at the time I signed this.
Q. Okay. Well, sitting here as the corporate designee, what does that mean to you?
A. What does it mean to me now --
Q. Yeah.
A. -- or when I signed it?
Q. Well --
A. Because that's a different question.
Q. It is and that's fair. You're telling me you don't recall what it meant to you at the time you signed it. I get that.
But sitting here as the corporate designee, what does that sentence mean, that subcontractor is bound to the contractor to the same extent and duration that contractor is bound to owner?
MR. DREITZER: Same objection. It calls for a legal conclusion, but you can answer.
THE WITNESS: I think it means exactly what it says.
Q. (By Mr. Jefferies) How does it relate to APCO's obligation to pay you?
A. I -- I don't know. That's --
Q. Okay.
A. That's above my pay grade.

Q. Now, as I understand it, the work you did for APCO was called phase 1, which was Buildings 8 and 9. Is that right?
A. I don't recall how they phased it. I know that, primarily, our scope was in 8 and 9.
Q. For APCO?
A. Yes.
Q. Would you go to paragraph 3.4 within Exhibit 1. I've got a jump on you guys because mine's highlighted. Looking at about the third of the way down, it starts, As a condition precedent. Do you see that?
A. Yes.
Q. Why don't you read that to yourself.
A. Okay.
Q. Are you -- strike that.
As the corporate representative, you understand that, to the extent Zitting had outstanding claims -- that those were to be listed on the releases that you signed. Correct?
A. I didn't -- I didn't have that understanding.
Q. Do you see that language in paragraph 3.4?
A. I do.
Q. Okay. Did Zitting ever identify any outstanding claims, CORs on any of the releases that it signed?
A. I don't recall.

Q. The last two sentences reference the fact that, Any payments to subcontractors shall be conditioned upon receipt of the actual payments by contractor from owner. Subcontractor herein agrees to assume the same risks that the owner may become insolvent that contractor has assumed by entering into the prime contract with the owner.
Do you recall assuming that risk when you signed this subcontract?
A. I don't.
Q. As you sit here today as the corporate designee, do you agree that Zitting assumed that risk of owner nonpayment or insolvency?
A. I do not.
Q. Why not?
A. Because I -- at this point, sitting here today, I have the knowledge of a statute that exists that says the pay if paid, which this basically is, is not supported by Nevada law.
Q. You signed a lot of those type of pay if/pay when paid clauses, haven't you?
A. I don't know.
Q. Wouldn't you agree, sir, that in the hundreds of subcontract forms that you negotiated, that that is a pretty standard clause?
A. I don't --

MR. DREITZER: Objection.
THE WITNESS: -- recall.
MR. DREITZER: Calls for a legal conclusion.
THE WITNESS: I don't recall.
Q. (By Mr. Jefferies) Would you look at paragraph 3.5. First two sentences of Exhibit 1 state, Progress payments will be made by contractor to subcontractor within 15 days after contractor actually receives payment for subcontractor's work from owner.
A. Yes.
Q. Progress payment to subcontractor shall be 100 percent of the value of subcontract work completed, less 10 percent retention during the preceding month, as determined by the owner.
Would you agree that Zitting agreed to that payment schedule for the progress payments?
A. I agree that it's in this contract.
Q. Yes?
A. I agree that it's -- I -- I agree with what you -- I agree that what you just read exists in this contract.
Q. Okay. And that was the payment schedule that Zitting agreed to at the time. Correct?
A. Apparently.
Q. Is that a yes?
A. It appears that that was the case, yes.

Q. The bottom of page 3, still within paragraph 3.5, the subcontract states, Any payments to subcontractor shall be conditioned upon receipt of the actual payments by contractor from owner. Zitting agreed to that precondition at the time. Correct?
A. It appears that it was in the document I signed when I signed it.
Q. So that's a yes?
A. Yes.
Q. The next sentence, you -- do you agree that Zitting knowingly assumed the risk that the owner may become insolvent?
MR. DREITZER: Objection. Calls for a legal conclusion.
THE WITNESS: I agree that I signed this document that had this verbiage in it.
Q. (By Mr. Jefferies) Okay. Would you look at paragraph 3.8. Why don't you take a minute and review that provision. Then I'm going to ask you about it.
MR. JEFFERIES: Now you're giving me the sniffles.
MR. DREITZER: Sorry.
MR. JEFFERIES: It's all in my head.
MR. DREITZER: It's actually allergies.
THE WITNESS: All right. I've read it.
Q. (By Mr. Jefferies) Did Zitting agree to this

payment schedule for the retention?
A. I signed this document.
Q. Is that a yes?
A. I signed the document. You can take that however you want it.
Q. All right. As the corporate designee for today's deposition, would you agree that, by signing this document, Zitting agreed to that payment schedule for retention?
A. I would not.
Q. And why do you disagree with what I said?
A. I -- just saying that I signed this document the way -- the way it's stated, the way it's changed.
Q. Okay. I thought I was accounting for that in my question. So I'm going to have her re-read my question. I'm not trying to be difficult. So --
MR. JEFFERIES: And when you do the transcript, don't just say, Question re-read. Actually plug it in, so I have his answer, if you would. You know what I mean?
All right. I'm going to have her re-read my last question to you. Okay?
A. Okay.
MS. REPORTER: Let me know if this is the question.
(Question on page 24, line 6 was read back.)
THE WITNESS: Sorry. Yes.

MR. JEFFERIES: Okay. And that's why I like it plugged back in, so you and I know what you're re-reading. Thank you.
Q. (By Mr. Jefferies) You actually -- strike that.
There are five requirements for the release of retention, subparagraphs A through E. Agreed?
A. It appears to be.
Q. And to your -- your change actually clarified the handwritten addition of F, actually. You clarified when a building is to be considered complete for purposes of your retention. Right?
A. It appears so.
Q. Okay. I mean, that is a change you requested. Right?
A. Yes.
Q. Okay. As we sit here today, have -- strike that.
As we sit here today, has Zitting satisfied those requirements for release of retention?
A. To my knowledge, we did.
Q. Okay. Let's go through them. Maybe what I should do -- let's book in -- during what dates approximately -- I don't need specific, but if you can give me month and year -- did Zitting work for APCO on the project?
A. I don't recall.
Q. Is there somebody else at the company that would

1 **know this type of information? Because this was within the**
2 **scope of my PMK designation.**
3 A. I'm your guy, but it's been roughly ten years. So
4 for me to give accurate dates is difficult.
5 **Q. And I respect that. The reason we lawyers do PMK**
6 **notices is because, in my view of the world -- Rich doesn't**
7 **have to agree or disagree -- you kind of -- it's incumbent**
8 **on the person to kind of get prepared to talk about those**
9 **topics.**
10 **So as I -- as you sit here today, are you prepared**
11 **or able to tell me when Zitting worked for APCO on the**
12 **project?**
13 A. To the best of my memory.
14 **Q. Okay. Tell me what that is.**
15 A. I don't recall if we started before 2007 ended on
16 this project or if we started in 2008.
17 **Q. Okay.**
18 A. I also don't recall if we did anything for APCO,
19 specifically, into 2009 or not. So it's in the time frame
20 of 2007 to 2009.
21 **Q. Okay. Now we're getting somewhere.**
22 A. The bulk of it was 2008.
23 **Q. Okay.**
24 A. So for me to tell you anything more finite than
25 that, I wouldn't remember.

1 **Q. Are you able to testify today -- well, strike**
2 **that.**
3 **Your addition F to paragraph 3.8, tell me what**
4 **that was intended to mean.**
5 A. That was intended to mean that we -- we were
6 entitled to being paid our retention when drywall was
7 substantially complete, not when the entire project,
8 including landscaping and furniture, was complete, like this
9 contract originally stated.
10 So we were clarifying that, really, the rough
11 carpentry retention didn't have any right to be held after
12 it was all covered up. And if it's covered up, it's
13 accepted.
14 **Q. Okay. And that's your language in subparagraph F,**
15 **Building is considered complete as soon as drywall is**
16 **completed. Right?**
17 A. Yes.
18 **Q. Okay. Doesn't say "substantially complete," does**
19 **it?**
20 A. No, it doesn't.
21 **Q. Okay. So as you sit here today, are you able to**
22 **testify as to whether the drywall was complete prior to the**
23 **time you stopped working for APCO on the project?**
24 A. I can testify that the first layer, if you will,
25 of drywall was complete and the only thing that was, to my

1 knowledge, not complete was some soffits in the kitchens,
2 that there was an issue with the assembly -- the fire
3 assembly or something. So they were not done, but they had
4 done flooring under them and they had even done some
5 cabinets in some areas.
6 And so there was some open soffits that they were
7 still waiting for clarification or design on. And to my
8 knowledge, that's the only thing that was not complete, in
9 terms of drywall.
10 **Q. So the bottom line is the drywall was not complete**
11 **when you stopped working for APCO. Correct?**
12 MR. DREITZER: Objection. Calls for a legal
13 conclusion.
14 THE WITNESS: My belief is that the drywall was
15 complete, but they had to add some more soffit steel. So
16 the drywaller was still doing whatever changes he was being
17 directed to do or whatever changes the assembly needed. So
18 I don't know how -- how to really dice that any different
19 than that.
20 **Q. (By Mr. Jefferies) So based on your answer, the**
21 **drywaller wasn't finished. Right?**
22 MR. DREITZER: Objection. Misstates his
23 testimony. You can answer.
24 THE WITNESS: I'm not -- I'm not the one that was
25 administering his contract. So APCO would be a little

1 better person to ask that question to.
2 MR. JEFFERIES: Okay.
3 THE WITNESS: I know the building was covered up
4 with drywall, which was the intent of this -- this change in
5 this contract. So the intent of what was written was
6 complied with.
7 **Q. (By Mr. Jefferies) Okay. Did you go to work for**
8 **CAMCO after APCO?**
9 MR. DREITZER: Objection. Calls for a legal
10 conclusion.
11 THE WITNESS: I remember -- I remember CAMCO
12 coming onto the site and we were pretty much done with
13 everything in our scope. And I believe they asked us to do
14 a few things for them which we did. I don't remember if
15 there was any kind of a formal agreement or anything or any
16 understanding that they would be paying us versus APCO
17 paying us. I don't recall any of that, but I do remember,
18 for instance, like, they asked us to put up some safety
19 rails which we complied with. I don't remember what the
20 arrangements were though.
21 **Q. (By Mr. Jefferies) Okay. One of my topics in the**
22 **notice -- I think we've got . . . the notice . . .**
23 MR. DREITZER: Counsel, is that the second
24 amended --
25 MR. JEFFERIES: Yes.

1 MR. DREITZER: Okay. I've got it.
2 MR. JEFFERIES: I'm just going to mark it, just so
3 I got it tagging along with the depo.
4 MR. DREITZER: So that will be 2.
5 (Exhibit 2 was marked.)
6 Q. (By Mr. Jefferies) Sir, showing you what I've
7 marked as Exhibit 2 to your deposition, just for the record,
8 this is the topics. Topic 9. Did you -- it relates to
9 CAMCO. Did you have a ratification agreement with CAMCO?
10 MR. DREITZER: Objection. Calls for a legal
11 conclusion.
12 THE WITNESS: I don't know of any. I don't recall
13 any ratification agreement with CAMCO.
14 Q. (By Mr. Jefferies) How much work did you do after
15 APCO left the project for CAMCO or Gemstone?
16 A. Almost none. Very little.
17 Q. Okay. Were you paid for that work you did after
18 APCO?
19 A. I don't believe so.
20 Q. Do you have any photographs, video, or other
21 documentation that would show the state of the drywall at
22 the point that you stopped work for APCO?
23 A. I believe that we've turned over any -- any
24 documentation that we have along those lines, if any.
25 Q. Okay. My question was a little different. Are

1 you aware of any photos that would show the state of the
2 drywall when you stopped working for APCO?
3 A. I don't believe so.
4 Q. Okay.
5 A. It would be interesting to see how much of the --
6 there's -- the drywaller's scope they had billed APCO for.
7 Q. Okay.
8 A. I don't know if that's ever been produced.
9 Q. While you -- let's look back at paragraph 3.8 of
10 the subcontract, Exhibit 1. We've talked about subparagraph
11 A, the completion as you further defined it in subparagraph
12 F. Subparagraph B was the approval and final acceptance of
13 the building work by owner.
14 While you were working for APCO, did that occur,
15 to your knowledge?
16 A. I have no knowledge of that.
17 Q. Okay. Next item is, See receipt of final payment
18 by contractor from owner. Do you have any personal
19 knowledge or information to suggest whether that occurred?
20 A. I do not.
21 Q. Item D is delivery to contractor from
22 subcontractor, all as-built drawings for its scope of work,
23 and other closeout documents.
24 Did Zitting ever satisfy that requirement?
25 A. I don't recall.

1 Q. Do you know?
2 A. I don't recall.
3 Q. Prior to today, have you seen any records in your
4 file that would reflect the transmittal of that type of
5 closeout documentation and as-builts?
6 A. Not that I recall.
7 Q. Subparagraph E, it says, Delivery to contractor
8 from subcontractor, release and waiver of all claims from
9 all subcontractors, laborers, material and equipment
10 suppliers, and subcontractors providing labor or materials
11 or services to the project. Did you do that?
12 A. I don't recall.
13 Q. Do you know if you did that?
14 A. I don't recall if I did or not.
15 MR. JEFFERIES: Rich, it seems like as the
16 corporate designee, he should be better prepared to talk
17 about some of this --
18 MR. DREITZER: Well, I think he is prepared and I
19 think that as you -- as you rephrased a couple of questions
20 before and you got into the topic, he was able to kind of
21 meet you where you wanted to go on some of the stuff. So I
22 think if you rephrase it, he may be able to get there.
23 MR. JEFFERIES: Fair enough.
24 Q. (By Mr. Jefferies) As the corporate designee --
25 strike that. And that's probably a fair clarification.

1 So what I'm going to try and do is ask a question
2 that I think that accounts for his comment, that I don't
3 have to reask paragraphs -- question about paragraphs B
4 through E. Okay?
5 A. Okay.
6 Q. As the corporate designee sitting here today, are
7 you aware of any documentation or other information to
8 suggest that the conditions referenced in B through E were
9 satisfied by Zitting?
10 A. I know that every draw request that we put in, we
11 had to submit conditional labors for the period we were
12 submitting from any supplier, sub, and -- and a final for
13 the period previous to that. So I know that we complied
14 with that. I just don't recall specific ones that I've
15 seen.
16 Q. Okay. And, admittedly, I think the record
17 reflects there are periodic conditionals and unconditionals.
18 I get that. You would agree, though, that this subparagraph
19 E in paragraph 3.8 is dealing with a final from your lower
20 tier people. Right?
21 A. Yes.
22 Q. Okay. So since you called out the releases, let
23 me make sure my record is clear. Sitting here today as the
24 corporate designee, do you have any information to suggest
25 that Zitting satisfied the conditions in B, C, and D of

1 paragraph 3.8?
2 A. I believe that I could go to my files and find
3 lien waivers from all the suppliers --
4 Q. Okay.
5 A. -- for the draws that we submitted.
6 Q. No, I respect that. I -- I carved E out. E
7 relates -- E relates to the releases. Do you see that?
8 A. Yeah, I do.
9 Q. Okay. So I'm carving those out. I hear your
10 words and I understand what you're telling me. So I'm going
11 to exclude that. So let me make sure my record is clear.
12 Sitting here as the corporate designee, are you
13 aware of any documents, facts, information to suggest that
14 Zitting met the conditions of subparagraphs B, C, and D of
15 paragraph 3.8?
16 A. Let me re-read them.
17 (Pause in proceedings.)
18 THE WITNESS: I don't know of any documents that
19 we have in our files that pertain to these sections.
20 Q. (By Mr. Jefferies) All right. So our record is
21 clear for both of us, I'm going to have her re-read the
22 question now that you've reviewed the document and I think
23 you're able to answer it.
24 MR. JEFFERIES: So, again, plug it in here.
25 MR. DREITZER: Thank you.

1 (Question on page 34, line 9 was read back.)
2 THE WITNESS: I'm not aware of any.
3 Q. (By Mr. Jefferies) And then with regard to E,
4 there are periodic releases that I have seen in the file.
5 A. Okay.
6 Q. So my question is: Prior to today, do you have
7 any facts, information, documents to suggest that Zitting
8 has tendered final releases from its lower tier subs or
9 suppliers?
10 A. I believe there has been final releases submitted
11 for lower tier suppliers.
12 Q. Okay.
13 A. We actually paid our bills. That's not where the
14 problem occurred.
15 Q. Sitting here today, do you have any personal
16 knowledge as to -- well, strike that.
17 Describe for me, sir, what you understood to be
18 the payment application process on the project?
19 A. I understood it to be each month on a designated
20 date. We submit progress billing for work that was
21 completed for the previous period. And along with that, we
22 submitted conditional waivers from all of our lower tier
23 subs and suppliers and then we also submitted final labors
24 for the previous period from -- from the same set of people.
25 Q. Okay. And you were paid by APCO or the owner

1 through funds control?
2 A. I don't recall how the -- how that was set up on
3 the job.
4 Q. Okay. Do you recall there being a Nevada
5 Construction Services that facilitated the release? Is that
6 the proper name?
7 MS. LYNN: Mm-hmm.
8 Q. (By Mr. Jefferies) Release of money.
9 A. I don't recall how this particular job was handled
10 that way.
11 Q. Okay. Do you recall, over the last approximate
12 two months that APCO was on the project, there was joint
13 checks being issued?
14 A. I don't recall that.
15 Q. How -- strike that.
16 What was your standard practice for delivering the
17 pay applications to APCO?
18 A. I believe back then we were just using a good old
19 fax.
20 Q. In paragraph 3.9 of Exhibit 1, it states,
21 Subcontractor agrees that contractor shall have no
22 obligation to pay subcontractor for any changed or extra
23 work performed by subcontractor, until or unless contractor
24 has actually been paid for such work by the owner.
25 Did you agree to that -- strike that.

1 Sitting here as the corporate designee, would you
2 agree that Zitting accepted that payment schedule for change
3 orders?
4 A. With some changes and modifications, it appears
5 that I did.
6 Q. Okay. Tell me -- so that our record is clear,
7 what did you add to that paragraph 3.9?
8 A. Unless a contractor has executed and approved
9 change order directing subcontractor to pull -- perform
10 certain changes in writing and certain changes have been
11 completed by subcontractor.
12 Q. What was your intention in adding that language?
13 A. Intention was to state that, if I'm directed to do
14 a change by APCO, then I'm going to get paid for that
15 change, regardless of whether the owner pays them for it or
16 not.
17 Q. I don't see the reference to owner payment in
18 there, in that language.
19 A. But it was a continuation of the first sentence
20 in 3.9. So it was finishing that thought that was expressed
21 in 3.9.
22 Q. Oh, I see. So you're saying it's a continuation
23 of the sentence before or is it -- and I'm not trying to be
24 argumentative. I want to make sure I understand what your
25 intent was.

A. Yeah, that's why I started with, Unless.
Q. Okay. So you're -- unless what?
A. Unless subcontractor has an executed or approved change order.
Q. Okay.
A. So I was trying to continue the sentence.
Q. All right.
A. The first sentence of 3.9.
Q. So your -- if I understand your testimony, your entitlement to a change order could be determined separate, apart from whether the owner paid APCO, if you had executed approved change orders?
A. That was my intention here.
Q. My statement is correct, yes?
A. Yes.
Q. Okay. Did you --
MR. DREITZER: Hold on one second. Go -- you don't have to go off. Do you need a break, because we're about at an hour.
THE WITNESS: Yeah, whatever is --
MR. DREITZER: Do you mind if we take a minute?
MR. JEFFERIES: Sure. No, we can do that.
(Pause in proceedings.)
MR. JEFFERIES: Let me ask it.
Q. (By Mr. Jefferies) Did you get -- I'm going to

use your term -- executed and approved changers from APCO?
A. On some stuff we did. On other stuff, we got -- we got asked to do -- do the work and we were told that it would be approved and -- by Shawn and told it would be approved and told that it was approved, but he would never produce a document showing that it was approved. And so we had that struggle throughout the second part of the project with him. So verbally, yes, he approved them.
MR. JEFFERIES: Okay. I'll make this the last one. Then we can break.
MR. DREITZER: Sure.
Q. (By Mr. Jefferies) Given the list of schedule and change orders that you reviewed -- that you contend you weren't paid for, I assume --
A. Yes.
Q. -- okay -- do you have executed and approved change order forms from APCO on those?
A. Not on all of them.
Q. On some of them do you?
A. I believe so.
MR. JEFFERIES: All right. Let's take a break.
(Pause in proceedings.)
MR. JEFFERIES: Let's go back on the record.
Q. (By Mr. Jefferies) Sir, do you have -- as the corporate designee, do you have any information,

documentation, evidence to suggest that APCO was paid your retention that you're seeking in this action?
A. Not that I know of.
Q. As you sit here today as the corporate designee, do you have any documents, facts, information to suggest that APCO received payment for the change orders you're seeking payment for in this action?
A. Not that I know of.
Q. Did you ever prepare any correspondence to APCO, transmitting claims or change order requests?
A. I'm sorry. Can you re-ask that?
MR. JEFFERIES: Why don't you read it. I can never do it the same twice. So I'm going to have her repeat.
(Question on page 40, line 9 was read back.)
THE WITNESS: I believe so. I believe they've been produced.
Q. (By Mr. Jefferies) A letter where you asserted a claim against APCO?
A. Well, we filed a lien.
Q. I respect that. I have the lien. Did you ever submit a written notice of claim to APCO?
A. I believe we sent them a change order log which was a claim, yes.
Q. Okay.

A. I believe we were looking at it earlier.
MR. JEFFERIES: Do you mind if we mark that, just because he keeps referring to it?
MR. DREITZER: No, let me fish it out. For the record, it's document ZBC1178.
MR. JEFFERIES: Thank you.
MR. DREITZER: Sure.
MR. JEFFERIES: Why don't you mark it. I'll see if we can get a copy of it.
(Exhibit 3 was marked.)
(Exhibit 4 was marked.)
(Pause in proceedings.)
Q. (By Mr. Jefferies) Sir, showing you what I've marked as Exhibit 4 to your deposition, have you seen this before today? And by "this," I will represent to you Exhibit 4 -- I have pulled some -- some handwritten notes. It's just one of a few in the file that I saw. And then I also pulled what looked to be, like, some field change directives and change requests that look -- so they're not -- you can tell by the Bates they're not sequential. I just pulled some examples to ask you about. Okay?
A. Okay.
MR. DREITZER: Oh, I thought they were.
MR. JEFFERIES: No, they're not.
MR. DREITZER: Okay. Glad you mentioned that.

1 Q. (By Mr. Jefferies) So please take a minute and
2 look at those and then I want to ask you some general
3 questions about it.
4 MR. DREITZER: Counsel, would it be okay if I just
5 put the Bates number on the record really quick?
6 MR. JEFFERIES: Absolutely.
7 MR. DREITZER: So for Exhibit 4, it's ZBC2082,
8 2085, 2078, 2079, 2089, and 2086.
9 MR. JEFFERIES: Thank you.
10 MR. DREITZER: Thank you. Thanks.
11 THE WITNESS: Okay.
12 Q. (By Mr. Jefferies) Okay. So it's my
13 understanding that, by at least September 6 of '08, Zitting
14 was doing work for CAMCO. Would you agree with that?
15 A. It appears that way, yes.
16 Q. Okay. And tell me what the first page of
17 Exhibit 4 is.
18 A. It appears to be an accounting of hours spent by
19 Zitting employees doing change order work that was signed
20 off by somebody with CAMCO, it looks like.
21 Q. Okay. As the corporate designee, do you have
22 similar type of source documents for the change order
23 requests that you have made against APCO, as are summarized
24 in Exhibit 3?
25 A. Which is Exhibit 3? Oh, thanks. I believe we've

1 turned over all the source documents we have in our files.
2 So whatever has been turned over is what we have. I don't
3 believe there's any documentation we've withheld in regards
4 to any of these change orders.
5 Q. So if I understand your answer, to the extent this
6 type of source document or -- documentation or support for
7 the amounts in a change order request -- those would be in
8 the Bate-labeled documents that have been produced in this
9 litigation?
10 A. Correct.
11 Q. Second page of Exhibit 4 is a field change
12 directive. Actually, pages 2 and 3 of the exhibit are just
13 different examples of the same form. Field change
14 directive. Do you have any similar field change directives
15 signed off by APCO for any of the change order requests that
16 you're seeking in this action?
17 A. Anything that I have has been submitted as -- in
18 the document request.
19 Q. Okay. Go to the last three pages of Exhibit 4 and
20 tell me what form that is.
21 A. That's a change request form that's generated in
22 our software system.
23 Q. What -- how do you use this form?
24 A. We use it as a way to document changes.
25 Q. Okay. As you sit here today as the corporate

1 designee, do you have any such forms issued to APCO for the
2 change order requests that are outstanding in this
3 litigation?
4 A. Anything that we have has been submitted in the
5 document request.
6 Q. Okay. So it would have been Bates labeled and
7 produced prior to today?
8 A. Yes.
9 Q. As the corporate designee today, have you seen any
10 change order requests form, field directive form, or field
11 notes that would support any of the change order requests
12 you're seeking from APCO?
13 A. I don't recall.
14 Q. You don't recall seeing any?
15 A. I don't. It's been a long time.
16 Q. The -- what is the difference between a quote form
17 and a change order request form?
18 A. Can you show me a quote form.
19 Q. Sure.
20 MR. JEFFERIES: Let's mark this.
21 MR. DREITZER: Exhibit 5?
22 MR. JEFFERIES: I think so.
23 Q. (By Mr. Jefferies) Sir, I'm showing you what I've
24 marked as Exhibit 5, which this is an example of -- you'll
25 see some of the Zitting forms.

1 MR. DREITZER: Right. No, I see that the -- this
2 is roughly a eight- or nine-page exhibit. The cover page
3 has a Bates on it of 2098, but everything else -- it's
4 obviously Zitting paperwork, but it's unBatesed. So I'm
5 assuming it has been produced and I'm assuming it lies
6 elsewhere in the case, but we don't have Bates numbers for
7 it at this point.
8 MR. JEFFERIES: That's my assumption as well. I
9 don't want to -- the other thing I will represent to you is
10 these were not sequential. I pulled these together --
11 MR. DREITZER: Okay.
12 MR. JEFFERIES: -- so that I could try and make
13 some semblance of what I think is the summary sheet. And we
14 will have them all together in one.
15 MR. DREITZER: Could I ask this just so -- as a
16 favor of -- as you're talking about each document, if you
17 can, you know, refer to dates and amounts just so we can key
18 it back to something that's been Batesed later on. And if
19 we have that as part of the record, we should be able to do
20 that.
21 MR. JEFFERIES: Sure. Fair enough.
22 MR. DREITZER: Thank you.
23 Q. (By Mr. Jefferies) Okay. Sir, I assembled
24 Exhibit 5. I was going to get to this, but you asked a
25 question. If you go -- pick one of these, I believe these

1 are Zitting Brother bid forms. Is that right?
2 A. Yes.
3 Q. And they say "quote" in the upper right-hand
4 corner, after -- or before a numerical designation. Do you
5 see that?
6 A. Yes.
7 Q. Okay. What are these forms?
8 A. These are a field change form or a quote form. So
9 when Roy was asked by APCO to do -- perform a certain
10 change, he would summarize it in this form. And then if
11 they told him to go ahead and do the work and -- then he
12 would send these forms to me, and then I would typically
13 summarize it into a change request form in our system or
14 into a change order form.
15 Q. Okay.
16 A. So it would eventually get from the field copy
17 into the software, basically.
18 Q. Okay. So these particular forms, because they say
19 "quote" and then some of the language says "bid includes,"
20 this is -- this is kind of what your estimate of what this
21 change could --
22 A. I don't know if this is reflecting an estimate or
23 actual time and he was just using a form that said "quote"
24 on it.
25 Q. Okay.

1 A. But it appears that he was actually summarizing
2 actual time that was spent.
3 Q. How can you --
4 A. But I -- I'm just assuming that.
5 Q. That was going to be my question is: How can
6 somebody tell whether this work has been done or not?
7 Strike that.
8 Procedurally, given your standard practice, if
9 this -- if the purported or extra change order work was
10 actually performed, would you have processed it from these
11 forms that are included in Exhibit 5 into a change order
12 request like I have, for example, in Exhibit 4?
13 A. I would -- if -- if this -- if -- if this was
14 actually performed, I would either put it into a change
15 order request or write into a change order.
16 Q. And do you have change order -- okay. Strike
17 that.
18 Change order form different than Bates label 2086,
19 within Exhibit 4, or is that your change order form?
20 A. That's a change request.
21 Q. Okay.
22 A. And a change request -- the only difference,
23 really, between a change request and a change order is a
24 change request doesn't adjust our contract amount. Once you
25 switch it into a change order, then that adjusts the

1 contract amount. So this is a little more preliminary than
2 a change order --
3 Q. The change request --
4 A. -- in our system.
5 Q. Okay. So the progression would be from the . . .
6 Document has "quote" written on it in Exhibit 5 to
7 potentially either a change request, like we have in
8 Exhibit 4, or a change order form?
9 A. Correct.
10 Q. All right. Okay. I'm going to come back to this,
11 Exhibit 5, just because I want to understand -- well, shoot,
12 we can do it while we're here. Do you have Exhibit 5 in
13 front of you?
14 A. I do.
15 Q. Seen this document before today. Right?
16 A. I don't recall seeing it before today or before
17 the topics. And I actually went over it today, this
18 morning.
19 Q. Exhibit 5?
20 A. Yeah, this (gesturing) document.
21 MR. DREITZER: Do you mean the first page or the
22 entire document?
23 THE WITNESS: First page. First page.
24 Q. (By Mr. Jefferies) I wasn't that nice to send
25 over all my exhibits. So you wouldn't have seen Exhibit 5

1 in its entirety. Okay. Tell me what the first page of
2 Exhibit 5 is?
3 A. It looks like an Exhibit C to the ratification.
4 Submitted change orders.
5 Q. Okay. What ratification?
6 A. I do not know.
7 Q. Somebody on the first page of Exhibit 5 has
8 been -- has gone through and listed change order requests,
9 and some of them have an AR by them which is APCO
10 responsibility. Do you see that?
11 A. I do.
12 Q. Do you know what that represents?
13 A. It appears that it represents somebody's
14 interpretation of which ones were APCO responsibilities.
15 Q. Okay.
16 A. I don't know who generated this document
17 originally though. I don't recognize it previous to today.
18 Q. Okay. As the corporate designee today, do you
19 know if Zitting received payment for those items that are
20 not designated AR on the first page of Exhibit 5?
21 A. I don't believe so.
22 Q. Did Zitting submit those items -- strike that.
23 Did Zitting submit any of the items on the first
24 page of Exhibit 5 to CAMCO or Gemstone for payment?
25 A. I don't recall.

1 **Q. As the corporate designee, do you know if Zitting**
2 **received any payments from CAMCO or Gemstone after Zitting**
3 **stopped working for APCO?**
4 A. I don't believe so.
5 **Q. Did you agree to reduce your labor rate down to**
6 **$30 per hour for your change order request?**
7 A. I saw some documentation in e-mails of such this
8 morning that appears that I did.
9 **Q. Is that a yes?**
10 A. It appears that I did.
11 **Q. Okay.**
12 A. I don't have a personal memory of it, but based on
13 the e-mails that I reviewed, it appears that I did.
14 **Q. Okay. As the corporate designee, would you agree**
15 **that Zitting agreed to reduce its labor rate to $30 per hour**
16 **on whatever the outstanding change order requests were?**
17 A. From the -- from the e-mails that I -- the e-mail
18 chain that I reviewed this morning, it appears that . . .
19 MR. DREITZER: Counsel, could we possibly identify
20 which e-mails we're talking about? I mean, if there's
21 e-mails that firm that up, I'd like to have that part of the
22 record.
23 MR. JEFFERIES: I don't know what -- he keeps
24 referring to e-mails. I'm just trying to establish the
25 fact.

1 MR. DREITZER: Okay.
2 MR. JEFFERIES: So that's why I'm asking it the
3 way I am.
4 **Q. (By Mr. Jefferies) I don't care what you looked**
5 **at. I'm just trying to -- for purposes of today -- make**
6 **sure we're on the same page. So as the corporate designee,**
7 **would you agree that APCO rejected certain change order**
8 **requests because it objected to your labor rate?**
9 A. Based on an e-mail chain that I read, it appeared
10 that that was the case.
11 **Q. So that's a yes?**
12 A. I don't have a memory of it. So I'm just going
13 off of this limited e-mail chain and what was going on in
14 it. I don't know if there was other conversation had
15 outside. I don't know if somebody got mad and picked up the
16 phone and called and had a discussion. I don't recall that.
17 And the e-mail chain isn't inclusive of -- of a
18 conclusion, but that looks like that's the direction it was
19 going. And I just -- unfortunately, it's been so long and
20 there's so many -- so many phone conversations and so forth
21 that -- that I don't have the benefit of recalling.
22 **Q. Okay. Isn't it true, sir, that as the corporate**
23 **representative for Zitting today, that APCO -- whether you**
24 **agreed or not, APCO did reject some change order requests.**
25 **Correct?**

1 A. It appeared that they had.
2 **Q. Okay. And as a result, Zitting repriced certain**
3 **change order requests using a labor rate of $30 an hour.**
4 **Correct?**
5 A. Correct.
6 **Q. Okay. Can you identify any -- well, let's see.**
7 **I'm not sure how the list of change order requests . . . in**
8 **Exhibit 3 and 5 . . .**
9 MR. DREITZER: Well, Counsel, I can show you -- I
10 can say that on Exhibit 3, No. 15 for 155,896 --
11 MR. JEFFERIES: I'm sorry. One more time.
12 MR. DREITZER: Sure. In Exhibit 3, Item 15 for
13 155,896 --
14 MR. JEFFERIES: Yeah.
15 MR. DREITZER: -- can be found on Exhibit 5, third
16 line from the bottom, but I haven't matched them up one to
17 one though.
18 THE WITNESS: Does anyone know who generated this
19 document originally?
20 **Q. (By Mr. Jefferies) Exhibit 5?**
21 A. The cover of Exhibit 5.
22 **Q. I can't personally represent to you. I found it**
23 **in your document production. It has your Bates on it.**
24 A. Okay.
25 MR. DREITZER: Can we go off the record for a

1 moment.
2 MR. JEFFERIES: Sure.
3 (Pause in proceedings.)
4 **Q. (By Mr. Jefferies) Just while we were off the**
5 **record, we compared the summary in Exhibit 3 and the summary**
6 **in Exhibit 5, and it appears what you're designating as**
7 **Nos. 22, 23, 24, and 25 on Exhibit 3 are not included in**
8 **Exhibit 5. Correct?**
9 A. Correct.
10 **Q. And just looking at the timing, would you agree**
11 **that Change Order Request 22, 23, 24, and 25 were done at**
12 **the direction of CAMCO?**
13 A. I would come to that conclusion based off of
14 Exhibit 5 -- is it Exhibit 5? Somewhere I saw some actual
15 CAMCO verbiage.
16 **Q. I think it was Exhibit 4.**
17 A. Is it Exhibit 4?
18 **Q. First page.**
19 A. Well -- but if you look further in, you've
20 got . . .
21 MR. DREITZER: Oh, you're right.
22 THE WITNESS: CAMCO somewhere.
23 MR. DREITZER: Actually, in Exhibit 4, if you go
24 to the fourth page in, which is ZBC2079, that's Change
25 Request 24 which -- with a dollar figure of 19,9 and then --

1 MS. REPORTER: I'm sorry? Which will then?
2 MR. DREITZER: With -- which -- with a dollar
3 figure of 19,900 that matches up to No. 22 on Exhibit 3.
4 THE WITNESS: And then going down, you get the
5 same thing on the next page, 3750. So it would appear that
6 these -- these last four changes were done after CAMCO
7 showed up on-site.
8 Q. (By Mr. Jefferies) Okay. Let me make sure my
9 record is clear. We've got a lot of rambling in there when
10 we read this. Would you agree, sir, that what you're
11 showing is Change Order Request 22, 23, 24, and 25 in
12 Exhibit 3 were actually performed for CAMCO?
13 A. Performed under their direction. I don't know,
14 contractually, how -- how that works. To my knowledge, I
15 didn't have a contractual obligation to CAMCO. I had a
16 contractual obligation to APCO. And so I don't know -- I
17 don't know where that -- we did work for the project, work
18 for the project under the contract that I had signed.
19 And I don't know if I had a real clear
20 understanding of how APCO and CAMCO were interacting with
21 each other or if they were interacting with each other, but
22 it does appear that those were done after CAMCO showed up
23 on-site.
24 Q. Okay. Let me -- let me -- I'm going to try and
25 account for your answer in this next question. Would you

1 agree, sir, that the items that are designated 22, 23, 24,
2 and 25 on Exhibit 3 were performed after APCO stopped
3 working on the project and after CAMCO came onboard?
4 A. I would agree with that.
5 Q. Didn't you receive copies of correspondence from
6 APCO and/or Gemstone -- words to the effect, There's a
7 dispute between those two parties and APCO was stopping work
8 on the project?
9 A. I don't recall.
10 Q. Did you take any steps to confirm what CAMCO's
11 role was on the project?
12 A. I don't recall.
13 Q. Just given the issues on the project, you would
14 have likely had to have confirmed their involvement before
15 you performed extra work. Correct?
16 A. Correct. I just don't recall what their
17 involvement, in my understanding, was.
18 Q. Was Zitting paid for Items 22 through 25 on
19 Exhibit 3?
20 A. I don't believe so.
21 Q. May save us a lot of time with this question. As
22 the corporate designee here today, if I were to walk you
23 through the individual change order requests that are
24 outlined Items 3 through 20, would you be able to explain to
25 me the underlying factual basis as to why it was a change in

1 scope?
2 A. All I could do is rely on the description to lead
3 me to believe what it was, but I would have to have a set of
4 plans in front of me to -- to see what was -- what was shown
5 or not shown and what prompted the change.
6 Q. Would you -- okay. So you can't do that sitting
7 here today, other than just reading to me what I can read --
8 A. Mm-hmm.
9 Q. -- as the heading. Right?
10 A. Correct.
11 Q. Okay. Do you, as the corporate designee today,
12 have the ability to explain to me how the amounts reflected
13 in Change Order Request 3 through 20 on Exhibit 3 were
14 calculated?
15 A. Without going and finding the supporting
16 documentation, I don't have that ability.
17 Q. Okay. If you look at Exhibit 5 -- we can pick an
18 example. Go to Quote No. 18 for $3,300.
19 A. What page is that? Oh, I'm sorry. It's not . . .
20 3300?
21 Q. Yes.
22 A. Okay. I got it.
23 Q. Can you tell, looking at this, if this work was
24 actually performed?
25 A. I cannot, other than it says "presnap lines" on

1 No. 7, as per Herschel and Shawn's instructions. So this
2 indicates that the work was done. And it was instructed
3 verbally by John -- by Shawn. So beyond that, I can't
4 verify it. From this document, that is.
5 Q. And go to the Quote No. 3, page before it, in the
6 amount of $30,412. Can you tell, looking at this, whether
7 this work was actually done or is this an estimate?
8 A. I can tell this work was actually done.
9 Q. Okay. How?
10 A. Because the description here says, Install,
11 tighten screws for 8 and 9 in concrete, as directed by Shawn
12 Bounds, in order to eliminate the problem with finishing the
13 concrete around them and having them kicked out of place and
14 not end up in the wall. This also fixes the problem of
15 having the bolts come up under the studs.
16 Q. Okay.
17 A. So I know that that work was done. All the
18 inspections were passed off. The bolts had to be in there
19 in order to be passed off.
20 Q. Okay. Should there be a change order request
21 or -- in your system or your files implementing this change
22 or --
23 A. Not necessarily.
24 Q. No? Do you recall that APCO had rejected change
25 order requests because of a lack of supporting

1 **documentation?**
2 A. I don't recall that.
3 **Q. Do you recall the owner receiving copies of --**
4 **communications from the owner to APCO, that APCO then**
5 **forwarded to you, that the owner was requesting further**
6 **support for certain change order requests?**
7 A. I don't recall that. Unfortunately, probably for
8 everyone, in a sense, Shawn Bounds' method was verbal
9 request, oftentimes. And he, oftentimes, failed to go and
10 put his request in writing. Sometimes it's kind of a
11 challenge to get as complete a picture of his changes as
12 would -- otherwise would have.
13 **Q. Well, you knew from your own change to the**
14 **subcontract that, in order for you to get paid, you needed**
15 **to have something signed off on by APCO. Correct?**
16 A. That's what the contract states and that's why we
17 kept pushing for something more than verbal. All the way
18 through the job, we kept pushing him to get something more
19 than verbal. Yeah, I'll get it. Yeah, I'll get it. Yeah,
20 I'll get it. Do the work. I'll get it. Do the work. I'll
21 get it. All the way through.
22 **Q. Didn't you reach a point where you actually**
23 **advised APCO that you're not performing any change order**
24 **work unless you get something in writing?**
25 A. I don't recall, but that sounds like something

1 that we possibly could have done based on the frustration we
2 were having from them not -- from Shawn not producing
3 something in writing for what he was asking us to do.
4 **Q. Is it your testimony that, despite your saying**
5 **that, you went ahead and continued to do change order work**
6 **without anything in writing?**
7 A. There may be some instances where we did changes
8 without anything in writing, just verbally. And that's the
9 frustrating thing about a contract is that verbiage relates
10 to both parties.
11 Is APCO -- is APCO denying that this work was
12 done?
13 MR. DREITZER: Let me -- let's let him ask the
14 questions.
15 THE WITNESS: Okay.
16 **Q. (By Mr. Jefferies) That's the nice thing about**
17 **this process is I get to ask the questions.**
18 A. Fine.
19 MR. DREITZER: We'll have our day.
20 THE WITNESS: All right.
21 **Q. (By Mr. Jefferies) Okay. Why don't we flip**
22 **through these. So you think Quote 3 has been performed**
23 **historically?**
24 A. Yes.
25 **Q. Okay. I wasn't clear on Quote 18, the next**

1 **one, 3300 bucks. Can you tell?**
2 A. That was performed.
3 **Q. Okay. How about Quote 16?**
4 A. That was performed.
5 **Q. How about Quote 15?**
6 A. That was performed. That was per Joe's
7 instruction.
8 MR. PELAN: Wrong Joe. Joe Dehaas.
9 THE WITNESS: Oh, you're right.
10 **Q. (By Mr. Jefferies) So you're concluding that**
11 **these were performed because what, they have a date?**
12 A. I'm concluding they were performed because of the
13 inscription down here that says who instructed them to do
14 it. And I'm also saying that based on the fact that I know
15 that the work was completed which allowed the framing
16 portion of the work to be -- receive final inspection pass
17 off.
18 **Q. Looking at the first page of Exhibit 5, I want to**
19 **make sure the record is clear. You don't know who prepared**
20 **this?**
21 A. I don't recall who prepared this.
22 **Q. Did you see a ratification agreement during the**
23 **course of the project?**
24 A. I don't recall any kind of a ratification
25 agreement. Ratification of what?

1 **Q. Well, I'm going to . . .**
2 MR. JEFFERIES: Let's mark this.
3 MS. LYNN: Yeah.
4 MR. DREITZER: You need copies? Or we can take a
5 minute.
6 MR. JEFFERIES: I have --
7 MS. LYNN: No, we have it.
8 MR. JEFFERIES: Thank you.
9 (Exhibit 5 was marked.)
10 (Exhibit 6 was marked.)
11 **Q. (By Mr. Jefferies) Sir, I'm going to show you**
12 **what I've marked as Exhibit 6 and this was in some**
13 **Bates-numbered production.**
14 MR. DREITZER: Okay.
15 **Q. (By Mr. Jefferies) But showing you what's**
16 **entitled Ratification and Amendment of Subcontract**
17 **Agreement. This one is for . . .**
18 MS. LYNN: Buckley.
19 MR. JEFFERIES: Buckley.
20 THE WITNESS: Really? I wouldn't have never come
21 to that.
22 **Q. (By Mr. Jefferies) Do you see that?**
23 A. I do.
24 **Q. Okay. In fact, if you look at the first page**
25 **under change orders --**

A. Mm-hmm.
Q. -- it references, Change orders. And attached hereto as Exhibit C are all the change orders that have been submitted by subcontractor to APCO prior to the effective date of this agreement which will correspond to what I marked as Exhibit 5, the first page.
A. Okay.
Q. Which is what prompted the question in my mind: Did Zitting have a ratification agreement like Exhibit 6 for the project?
A. I don't believe so.
Q. Have you ever seen a document form of agreement like this in relation to the project?
A. I don't believe so.
Q. Now, if you look at -- would you put Exhibit 3 in front of you and also Exhibit 5. Put that out of the way. And if you go to the Quote No. 3 within Exhibit 5, it totals 30,412. And if I'm reading the description, it says, Install, tighten screws. Do you see that?
A. Yes.
Q. Does that correspond with Item 20 on Exhibit 3?
A. I don't know if it's inclusive of, because the dollar amount changed. So apparently there was some jockeying back and forth between the time this was generated and the time this was generated.

Q. Well, that's why I'm asking the question: Would the difference be the difference in the labor rate?
A. I don't know the answer to that right off the bat. Might be a completely different scenario. I'm not sure.
Q. Well, let's look at -- go to the next one, Presnap lines.
A. Okay.
Q. I think it's Item 19 on Exhibit 3 and then Quote No. 18 within Exhibit 5. That number that looks to be the same scope of work, but it's now been reduced to 3300. Do you see that?
A. Yes.
Q. And would you agree that is based on the change in the labor rate?
A. It would appear to be. I'd have to take a calculator and see --
Q. If you don't mind --
A. -- what the labor rate would be.
Q. -- if you could back into it. If you're able to answer the question --
A. It appears to be the same change with a different price amount. And I know this one states $30 an hour. So it appears that that's the case. I just -- I haven't done the math backwards to --
Q. Do you mind?

A. No. It appears that this one was based off of $50 an hour for 110 hours and this one is based off of $30 an hour for 110 hours.
Q. Would you be able to do that same calculation on the first one we looked at for the tightened screws?
A. Let's try that. It appears that that's the case as well.
Q. Okay. I don't want to take the time to walk through all of these in Exhibit 5, but the numbers in Exhibit 5 do appear to be different from what you're showing on Exhibit 3, generally. Correct?
A. It -- it appears to be. It appears that there was some reduction in the field that didn't get translated into the office for work that was completed, on at least some of them.
Q. Well, all of the items that I included in Exhibit 5 are all based on the $30 rate, as you've calculated it.
A. Okay.
Q. Do you see that?
A. Yes.
Q. Isn't it true, sir, that you understood that APCO was rejecting your change order request unless and until they would get owner approval for those items?
A. It is not.

Q. And why do you say that?
A. That wasn't my understanding.
Q. APCO did reject your change orders. Right?
A. I don't recall.
Q. I thought we went through this.
A. There was some of them that they wanted a reduction in rate; they didn't reject it. And then there's some that were approved. So to throw them all in that one basket --
Q. Okay.
A. -- I don't agree with.
Q. Fair enough. Which ones do you believe were approved by APCO?
A. I'd have to go through them individually. I assume there was some that they actually approved early on that we billed for. And then I believe that there was some that they approved verbally that we were waiting to bill for until they brought their paperwork through which Shawn was horrible at. So they verbally approved all of them. So when you say "approved," then I have to try to define what that means.
Q. Okay. Would you look at Exhibit 1, the subcontract.
A. Okay.
Q. Paragraph 5 talks about changes and claims.

A. Which section?
Q. Five. Page 6.
A. Okay. Okay.
Q. Did -- does that comply with paragraph 5.1 and 5.2 by providing written notice of these claims to APCO?
A. This documentation shows that we did.
Q. Okay.
A. And the problem is we couldn't get anything in writing from APCO. So it kind of takes two parties to make a contract work. It's just not fair for APCO to list all of the terms of the contract and then not uphold any of the terms themselves and then hold us liable for that.
Q. Describe for me the process that you would go by, in terms of what change orders you would bill on a pay application.
A. Typically we wouldn't bill for any change orders until we've got a change order form from APCO that shows they've adjusted our contract amount. Then we would put it in our system as a change order which would change our contract amount and then we'd immediately bill for it if it was done.
Unfortunately, APCO, mostly Shawn, was not keeping up his end of that process. So it stalled our ability to bill them out, but he was still directing us to do everything and verbally approving them. And so all we could

do is send them a piece of paper from our side and . . .
Q. Why did Zitting comply with directions that it considered to be changes in scope if it wasn't getting anything in writing?
A. Because he was verbally telling us to do it and verbally telling us he'd get it in writing.
MR. JEFFERIES: No.
MS. LYNN: No, I just had it out . . .
MR. DREITZER: This one has the -- okay.
MR. JEFFERIES: Has all the answers on it.
THE WITNESS: Cheat sheet.
MR. DREITZER: Is this Exhibit 7?
(Exhibit 7 was marked.)
Q. (By Mr. Jefferies) Sir, showing you what I've marked as Exhibit 7. Appears to be an e-mail exchange, starts on April 2, 2008. Do you see that?
A. Yes.
Q. And at the bottom -- Roy, that's your brother? --
A. Yes.
Q. -- is stating one approved change order on this job. If we can't get this resolved in the next week, we will stop all extra work on Manhattan West. Is it your testimony that you proceeded with extra work from and after April 2, 2008, even without anything in writing?
A. I -- we may have gotten some stuff in writing, but

for the most part, we did not get change orders revising our contract amount from APCO after this date.
Q. Did you ever bill APCO for retention?
A. I believe so.
Q. Did you ever send APCO an invoice or pay application for retention while APCO was working on the project?
A. I don't believe so.
Q. Don't believe so?
A. I don't believe so.
Q. Did you ever send any correspondence or communications to APCO indicating that it was your position that APCO was somehow responsible for retention to Zitting?
A. I believe I sent them an invoice. That would suggest that I feel like they're responsible to pay it.
Q. Did you ever send any follow-up e-mail letter after you sent that invoice?
A. A lien.
Q. Okay. The lien went to the owner. Right?
A. I believe APCO got a copy of it.
Q. Let me make sure my record is clear. And when you're -- do you know what date you sent the pay application for the retention?
A. I don't recall.
MR. JEFFERIES: You got this?

MS. LYNN: Is it this one . . .
Q. (By Mr. Jefferies) Do you have proof that you delivered the pay application for retention to APCO?
A. I don't recall.
Q. Okay. Sitting here today as the corporate designee, do you have proof that Zitting delivered an application for payment for retention to APCO?
A. I don't know of proof right -- just from sitting here, but I'm under the assumption that we e-mailed it to them.
Q. E-mail, okay.
A. Or, excuse me, faxed probably back then.
Q. Did you -- that's why I was asking the question. When that amount obviously didn't get paid, did you send any follow-up letter or e-mail to APCO saying, APCO, you're somehow responsible for retention?
A. A lien.
Q. Other than the lien document?
A. I don't recall.
Q. Are you aware of any --
A. I don't --
Q. -- such --
A. -- recall any.
Q. All right.
A. If I was aware of it, I'd recall it,

1 theoretically.
2 **Q. As the corporate designee here today, are you**
3 **presently aware of any communications, letters, e-mails to**
4 **APCO saying, You owe me retention, you haven't paid it,**
5 **other than the lien?**
6 A. None that I recall. None that I'm aware of.
7 **Q. I'm going to show you, sir, what was previously**
8 **marked as Exhibits 85 and 86 to Ms. Allen's deposition.**
9 MR. DREITZER: Counsel?
10 MR. JEFFERIES: Yes.
11 MR. DREITZER: Go off the record for a second.
12 MR. JEFFERIES: Yeah.
13 (Pause in proceedings.)
14 **Q. (By Mr. Jefferies) Okay. Do you have Allen**
15 **Exhibit 85 in front of you?**
16 A. Yes.
17 **Q. Tell me what you're billing here.**
18 A. Looks like we're billing for window installation
19 and change orders.
20 **Q. Okay. Can you walk me through the items you're**
21 **billing here?**
22 A. On the very last page --
23 **Q. Okay.**
24 A. -- down under the first place, it says Subtotal.
25 And if you go across the top heading, it says, This period.

1 **Q. Yep.**
2 A. Everything under this period.
3 **Q. So $20,500 for window installation?**
4 A. Yes.
5 **Q. Is that change order work or . . .**
6 A. I'm not sure. The description is cut off, but it
7 appears that it is, yes.
8 **Q. The reason I ask, because it doesn't say changes.**
9 **It just says, Window installation.**
10 A. I think it's cut off. I think the description is
11 cut off, but window installation was not in our original
12 scope. So I would assume it's a change order.
13 **Q. And you're only billing half, again, some schedule**
14 **value?**
15 A. Where are you seeing that?
16 **Q. Well, if you look at --**
17 A. Oh, I got you. Yeah, we had previously billed
18 half. So we were billing the -- the final half.
19 **Q. When was this work completed?**
20 A. I don't recall.
21 **Q. Your -- you didn't sign this pay application until**
22 **January 30, 2009. Correct?**
23 A. Correct.
24 **Q. Why did you wait so long to submit this?**
25 A. I don't recall.

1 **Q. The next item says, Changes to plans, and then you**
2 **have star AR. Do you see that?**
3 A. Yes.
4 **Q. Does that refer to APCO responsibility?**
5 A. That appears to be kind of what has been going on
6 throughout the documents.
7 **Q. Okay. So that -- so that my record is clear, that**
8 **AR reference, 257,957, is the same AR that is reflected on**
9 **Exhibit 5. Correct?**
10 A. I'd have to do a calculation to see if the two
11 correlate amount-wise.
12 **Q. Well, we can do that. I was trying to --**
13 A. Because there's not a total on this exhibit.
14 **Q. Okay. I was trying to simplify our respective**
15 **lives. The AR designation is consistent between your pay**
16 **application, 509, Allen Exhibit 85, and the AR designation**
17 **in Exhibit 5. Correct?**
18 A. Appears to be. I just don't know if the dollar
19 amounts correlate.
20 MR. DREITZER: Counsel, can I just clarify? So
21 are you asking him whether he's conceding that AR, as used
22 in Allen Exhibit 85, stands for APCO's responsibility as it
23 does in Exhibit 5?
24 MR. JEFFERIES: Yes.
25 MR. DREITZER: Oh, okay. Do you understand that

1 question?
2 THE WITNESS: And I -- yeah, I understand that
3 question. I believe it does.
4 **Q. (By Mr. Jefferies) Okay. Was Exhibit Allen 85**
5 **the first time that you formally did a pay application for**
6 **those change order requests to the tune of 257,957?**
7 A. I don't recall.
8 **Q. You have another item, Options on Buildings 8, 9,**
9 **7 -- that's not being billed this period. Strike that.**
10 **If I go further down, you've got changes to plans.**
11 **Looks like it should be GR. Is that right?**
12 A. Yes.
13 **Q. Okay. Is that Gemstone responsibility?**
14 A. That's consistent with some of the -- well, I
15 don't see GR here. I see APCO. So I don't know the answer
16 to that.
17 **Q. Well, that's your -- isn't that what you intended**
18 **by "GR"?**
19 A. I don't know.
20 **Q. What did you mean when you used the term "changes**
21 **to plans"?**
22 A. That would mean change orders that were -- plan
23 change orders. So revisions to the plan. So it looks to me
24 like -- and -- it looks to me like everything was split up
25 between AR and GR and it would -- it would -- it would make

1 sense that that's a Gemstone responsibility designation. I
2 just don't know that indefinitely. And that would possibly
3 be a way for APCO to split the stuff that they're paying for
4 in-house and the stuff that they're billing Gemstone for,
5 but I just don't know the answer to that.
6 **Q. Okay. But however you did it, it was Zitting that**
7 **did the AR and the GR designations on Allen Exhibit 85.**
8 **Correct?**
9 A. I don't know. I -- and I don't know what the
10 GR -- I don't know for sure what that even stands for. We
11 could make assumptions here.
12 **Q. Well --**
13 A. But I don't know if this is the right exercise for
14 assumptions.
15 MR. DREITZER: And that also assumes that's an
16 abbreviation, because it's cut off. It could be a whole
17 other word.
18 MR. JEFFERIES: Yeah. Well, let me make sure my
19 record is clear. I thought we did this earlier.
20 **Q. (By Mr. Jefferies) You would agree that it looks**
21 **like it's GR. Correct?**
22 A. It looks like it could be an R, yeah. It looks
23 like it's GR. I'm just making assumptions as to what that
24 would mean. I don't know who created Exhibit C in
25 Exhibit 5, but at the bottom they gave a little key that

1 says, AR equals APCO's responsibility. So I don't see a key
2 anywhere that there's anything about that.
3 **Q. Okay. If I asked you this, I apologize. In Allen**
4 **Exhibit 85, you say Period 2, 6/30/2008. Why did you pick**
5 **that time period?**
6 A. I don't know the answer to that.
7 **Q. And do you know why you waited until the end of**
8 **January 2009 to submit this pay application?**
9 A. I don't know if this was the first time this was
10 submitted or not. I may have been repetitively billing it
11 with no response. I just don't know.
12 **Q. Are you able to tell me where the 423,654.85 comes**
13 **on Allen Exhibit 85 for change orders?**
14 A. I'd have to do a calculation, but I'm assuming
15 it's those bottom two subtotals.
16 **Q. The 107 and the 316?**
17 A. Mm-hmm. That is correct. That's -- that total
18 correlates.
19 **Q. Would the 107,589.30 that is shown for changes to**
20 **plans on Allen Exhibit 85 correspond to the item difference**
21 **in bid set to permitted construction set on Exhibit 5?**
22 A. Well, that's 155,000 on Exhibit 5. So the dollar
23 amounts don't correlate.
24 **Q. I respect that. I'm asking because I don't see**
25 **any other reference to plan changes on your itemization of**

1 **outstanding change order requests either on your Exhibit 3**
2 **that we marked today or Exhibit 5. Would you agree?**
3 A. That's probably because it wasn't outstanding. It
4 was approved, potentially.
5 **Q. Okay. Maybe I'm not being clear. I'm just trying**
6 **to find an apple to an apple.**
7 A. Okay.
8 **Q. I recognize the dollars don't tie out, but**
9 **topically and substantively, are those the same claims, if**
10 **you will -- the difference in bid set to permitted**
11 **construction set depicted on Exhibit 5 and what you've**
12 **billed as changes to plans for 107,000 on Allen Exhibit 85?**
13 A. I don't know the answer to that.
14 **Q. Okay. In looking at Allen Exhibit 85, how much**
15 **had you been paid as of January 30, 2009?**
16 A. I don't think this reflects how much I've been
17 paid. I think it reflects how much I've billed. So I don't
18 think I can answer that question from this document.
19 **Q. Okay. Let's look at Allen Exhibit 86. Now you're**
20 **showing the billing period still under Application No. 509,**
21 **but you're showing November 30, 2008. Do you know why you**
22 **picked that date?**
23 A. I don't.
24 **Q. But you signed this document on January 30, 2009.**
25 **Correct?**

1 A. It appears so, yes.
2 **Q. What are you billing in this pay application?**
3 A. Retention.
4 **Q. Is this the first time you've sought to bill**
5 **retention?**
6 A. I don't know the answer to that. I don't recall.
7 **Q. What documentation do you have to confirm how much**
8 **you've been paid on the project?**
9 A. I believe any documentation that I would have for
10 that would have been submitted in document request.
11 MS. LYNN: What's the date on the document . . .
12 MR. JEFFERIES: Before that, I think.
13 (Exhibit 8 was marked.)
14 **Q. (By Mr. Jefferies) Sir, showing you what I've**
15 **marked as Exhibit 8 to your deposition, can you identify**
16 **that for me, please.**
17 A. Looks like a statement of account for the
18 Manhattan West project.
19 **Q. Are these -- well, the first page shows an invoice**
20 **dated 6/30/2008 for 347,441.67. Do you see that?**
21 A. I do.
22 **Q. That's the number reflected in Allen Exhibit 85.**
23 **Right?**
24 A. Yes.
25 **Q. And it wasn't billed on June 30, 2008, was it?**

A. I don't believe it was. I believe that it's an error. When you go in to create an invoice, you -- you can change the period.

Q. Okay.

A. And I believe someone failed to do that.

Q. Now, if you go to the second page of Exhibit 8, this doesn't have the cutoff on some of the letters we were looking at earlier. Is this a summary of all of the outstanding change orders in your mind?

A. It appears to be.

Q. Okay. Can you -- the first item is window installation. And I'm not asking you this to be obnoxious. Is there any way that you can find that reference in either Exhibit 3 or 5 or was it a prior change order that was actually signed?

A. I believe it was one that actually did get sent all the way through the system.

Q. Okay.

A. So it wasn't hanging out there.

Q. Okay. Item No. 2 is changes to plans and it has the AR. Now, this is your terminology in your system. So that's APCO responsibility, in your mind. Right?

A. I don't know where that came from. I don't know if that came off of this document, and I was just trying to conform with this document.

Q. Exhibit --

A. And I don't know who created this (gesturing) document. So this (gesturing) document says AR equals APCO's responsibility. So I don't know if -- if we sent all the changes into APCO and they -- they internally sorted and decided, Okay. This one goes to the owner, this one's us, this is owner, this is us, sent this back to us and said, Bill these in separate line items, so that we can bill the owner for this one. I just don't recall that. That seems logical.

Q. Okay. I didn't want to interrupt you, but in your answer, you were pointing to this document. You were pointing to Exhibit 5. Right?

A. Yes.

Q. Okay. As the corporate designee here today, would it be reasonable for us to conclude that the AR, as used in Zitting's internal accounting, corresponds to those items that you're designating as APCO's responsibility, consistent with Exhibit 5?

A. I would say yes.

Q. Okay. The next item in Exhibit 8 in the change order summary says, Options at Buildings 8 and 9. Is there a corresponding item in Exhibits 3 or 5 or do you believe that to be a change order?

A. I believe that to be something that was actually

processed through and our contract amount increased on APCO's books.

Q. Okay.

A. So I don't believe that it would have a reason to be on either of these lists.

Q. Three and five?

A. Correct.

Q. Then the last item is -- well, strike that.

Before I -- the APCO responsibility -- strike that.

Item No. 2 that has the AR designated on page 2 of Exhibit 8 -- when we take a break for lunch and so we don't have to do it on the record, would you all be willing to at least see if that 257,957 ties out to the ARs on Exhibit 5?

A. Yes.

Q. Okay. And which brings me to the last item and that was changes to plans, GR on page 2 of Exhibit 8. And I'm -- still have this lingering question as to whether that topical, slash, substantive issue is the item that was priced out at 155,896. So I'm rambling. I don't even think that's a question.

Does any of this refresh your recollection as to whether those two tie out?

A. It does not.

Q. Okay. If you go to page 3 of Exhibit 8, what does

this show that Zitting was paid on the project?

A. This document shows that we paid 3. -- $3,282,849.

Q. Okay. Which ties out pretty closely to the dollar amount on the less previous certificates for payment of Allen Exhibit 65. Correct?

A. Correct.

Q. Okay. So given the fact that those two numbers tie out, would it be fair to conclude prior to the July -- strike that.

Given those two payment numbers, between Exhibit 8, page 3 and Allen Exhibit 85, that, in fact, Zitting was paid everything that had billed prior to November -- excuse me, prior to January 30, 2009?

MR. JEFFERIES: Can you fix that? Fix that.

Q. (By Mr. Jefferies) Correct?

A. It shows there's an open amount of 750,807. So . . .

Q. I get that. I'm asking a different question. Given the fact that the numbers for payments received correspond, wouldn't it be fair to conclude that prior to you signing Allen Exhibits 85 and 86 on or about January 30, 2009, that everything you had submitted in the pay application had been paid?

A. I don't think that I would draw that conclusion. I'd rather go and look up actual cash receipts and come to a

1 number based off of that, in case there's an accounting
2 error with accounts -- with the receivables. We may have
3 been paid more than that at that point. I mean, payments to
4 date, 3.2. As of 2 -- 4/6 of 2010, it seems too low on a
5 $14 million contract.
6 Q. Well, as far as APCO goes, your -- the scope you
7 did -- worked on for APCO was only Building 8 and 9 and
8 that --
9 A. That was 14 million.
10 Q. -- original scope --
11 A. No.
12 Q. -- was approximately 3.6 million --
13 A. Oh, I'm sorry. Where is the subcontract?
14 MR. DREITZER: Exhibit 1.
15 MR. JEFFERIES: Or 3.2.
16 THE WITNESS: Where is the amount? What page is
17 your dollar amount on, Joe?
18 MS. LYNN: I think 16.
19 MR. JEFFERIES: Sixteen.
20 THE WITNESS: What am I missing? I'm seeing a
21 $14 million contract here.
22 Q. (By Mr. Jefferies) Well, I think you're right.
23 When you -- when you factor in all the buildings, but --
24 A. So you're referring to Buildings 8 and 9?
25 Q. Yeah, but I don't want to talk you into anything.

1 I want to make sure our record is clear. Your phase 1 that
2 brought us to this point was your work on Buildings 8 and 9
3 under the APCO subcontract. Correct?
4 A. Yes.
5 Q. Okay. So I'm showing you a document. APCO's
6 position is that the original contract amount, based on your
7 subcontract pricing, was 3 million --
8 A. 310.
9 Q. -- 610,000. Do you agree with that?
10 A. I'd have to go back and verify it, because I'm --
11 I've got the contract set up for the full 14,400,000.
12 So . . .
13 Q. Can you confirm it based on page 16 and 17 of
14 Exhibit 1?
15 A. So how does Building Type 4 and 5 correlate with
16 Buildings 8 and 9? Does anyone know? Was Buildings 8
17 and 9 Building Type -- Building Types 4 and 5?
18 Q. If he answers, I'll have to swear him in. So we
19 can do it off the record.
20 A. I was just thinking out loud. I was talking out
21 loud. So 3.6 -- 311. What was that amount that APCO was
22 claiming?
23 MR. JEFFERIES: Oh, let's go off the record. Do
24 you mind?
25 MR. DREITZER: No.

1 (An off-the-record discussion was had.)
2 Q. (By Mr. Jefferies) Sir, while we were off the
3 record, we had a discussion about -- while you're pricing in
4 the original scope of Exhibit 1, the subcontract included in
5 excess of $14 million, you would agree that your original
6 scope, as directed, only included Buildings 8 and 9 which
7 would be one Building Type 4 and two Type 5?
8 A. Yeah, that's my understanding.
9 Q. Okay. For an approximate 3,600,000 original
10 contract price for phase 1?
11 A. That's what it appears to me, yes.
12 Q. All right. So we started down this path because I
13 get these thoughts in my brain, but to firm up that -- you
14 had been paid $3,282,849 as of April 6, 2010, the date of
15 Exhibit 8, which --
16 A. Sorry. Which exhibit?
17 Q. Eight.
18 A. That appears to be correct.
19 Q. Which, given the billings, Allens Exhibit 85
20 and 86 would mean you had been paid everything you had
21 submitted in a pay application. Correct?
22 A. Up to this point, correct.
23 Q. This point being April 6, 2010?
24 A. The only -- the only things that I show open are
25 these -- are Exhibits Allen 86 and Exhibits Allen 85.

1 Q. Okay.
2 A. Everything else I show as paid.
3 Q. Okay. That's why I asked you this the way I did.
4 Then I'm going to close this out, we'll go grab something to
5 eat real quick.
6 A. Okay.
7 Q. So given your answer, Allen 80- -- Exhibit 85, it
8 shows almost the exact amount that you -- showing you got
9 paid in Exhibit 8. Right?
10 A. That is correct.
11 Q. Okay. Given that fact, doesn't that confirm to
12 you that, as of January 30, 2009, you have been paid
13 everything you had invoiced in a pay application prior to
14 your issuance of Allen Exhibits 85 and 86?
15 A. That would appear to be the case.
16 Q. All right. Okay. I -- before we end, let's
17 finish Exhibit 8. Go to the next two pages. Am I
18 understanding that, in fact, Zitting has written off the
19 retention and the change order billings?
20 A. It appears that I made a note of such. I don't --
21 I'd have to verify whether that actually happened on our
22 books or not.
23 Q. That's what you're showing here. Right?
24 A. It appears that that was -- that's what I was
25 shown, but I'd have to verify if that happened or not.

Q. What would you need to look at, because it actually looks like it's being done here in this aging detail. Would you agree?

A. It looks like the aging detail's showing a write-off of 403,365.

Q. Okay. That would be the retention?

A. I believe that number correlates with retention.

Q. Okay. And then go to page Bates label 120 within Exhibit 8. It looks like that 347,441 for change orders has, in fact, been written off. Correct?

A. It appears that way.

Q. Okay. All right.

A. The thing I would have to verify is our tax returns to make sure that, in terms of IRS purposes, it truly was written off. It appears that -- that it was on this document, but I'd have to verify.

Q. Okay. Let's grab a quick bite. If you guys -- before we go off the record, if you guys could -- if you wouldn't mind -- looking at Exhibit 5 and seeing if the ARs equate to the numbers you were showing on Exhibit 8.

A. Okay.

Q. And what I will do is make the corresponding commitment to go through my stack of remaining documents, seeing how much I truly need or what I can save for trial.

THE WITNESS: Okay.

MR. JEFFERIES: Let's go off the record.

(A lunch recess was taken.)

Q. (By Mr. Jefferies) Okay. Sir, while we were off the record for our lunch break, I had shown you my cheat sheet that's included in my version of Exhibit 5, and I will represent to you that what we did is we had Mary Jo put the corresponding August 8th, 2008, quote from you, from Zitting -- that, to my understanding, is based on the $30-an-hour rate and those quotes are what I've included in Exhibit 5.

So I know it's not fair to ask you this today, but as I understand it, based on our discussion off the record, you-all will confirm or look at this and get back to me on -- because, by our calculation, even the 257 in Exhibit --

MR. DREITZER: Five?

MR. JEFFERIES: -- 8 --

MR. DREITZER: Oh, 8.

MR. JEFFERIES: -- would actually -- using your revised pricing -- go down to 176. That's -- you don't have to respond to that. That's just me popping off for the record.

MR. DREITZER: Okay.

MR. JEFFERIES: Okay.

MR. DREITZER: I understand how you get there. We

need to run through it. So we'll do that.

(Exhibit 9 was marked.)

(Exhibit 10 was marked.)

Q. (By Mr. Jefferies) Sir, showing you what I've marked as Exhibit 10. Is -- it's Mr. Pelan's letter of April 18, 2008. I think I alluded to this earlier. Do you recall seeing this before today?

A. Let me read it real quick. I don't recall seeing this.

MR. JEFFERIES: Okay. Let's do this one.

(Exhibit 11 was marked.)

MR. DREITZER: Thanks.

Q. (By Mr. Jefferies) Sir, showing you what I've marked as Exhibit 11, is that your signature? No, that's --

A. That's my brother Roy's --

Q. -- Roy's.

A. -- signature.

Q. Roy's.

MS. LYNN: Roy's signature.

Q. (By Mr. Jefferies) Do you recognize that being Roy's signature?

A. Yes.

Q. Okay. Have you seen this before today?

A. Let me look through it.

Q. Not all of them are yours, if you go to the next

page.

MR. DREITZER: Oh, by the way, I should -- while we're on the record, I do want to raise the same concern about this not having been Batesed anywhere, but, you know, we're confident it's got to be in the record somewhere with a stamp on it.

MR. JEFFERIES: Well, I hope so. Obviously, that's -- he's confirmed that's Roy's signature. So I don't think there's any question that --

MR. DREITZER: Well, there's no -- yeah, I mean, I get that, but I just -- the issue is that if it had never been produced before today, that's my concern, but we'll see where it turns up.

THE WITNESS: I don't recall seeing this before today.

MR. JEFFERIES: Okay.

(Exhibit 12 was marked.)

Q. (By Mr. Jefferies) Sir, showing you what I've marked as Exhibit 12. You know what, I'm going to withdraw 12.

MR. DREITZER: Okay.

Q. (By Mr. Jefferies) Just leave it in. I'm not going to ask you about it. There's a cleaner one that's more worth our time. And let's go with this one.

MR. JEFFERIES: Could you be a little quicker next

1 time.
2 THE WITNESS: Chop, chop.
3 MR. JEFFERIES: Man, why don't you just do this.
4 (Exhibit 13 was marked.)
5 Q. (By Mr. Jefferies) Sir, showing you what I've
6 marked as Exhibit 13, is that your signature?
7 A. Yes.
8 Q. Okay. Tell me what this is.
9 A. It's a lien. Unconditional lien waiver --
10 Q. Up through what date?
11 A. -- upon progress payment. Through May of 2008 is
12 what it says.
13 Q. And did you make any attempt to itemize any
14 pending or unresolved claims or change order requests?
15 A. It doesn't appear that I did on this document.
16 Q. Would you have done so in any corresponding
17 letter, e-mail, transmitting Exhibit 13 to APCO?
18 A. I don't -- I don't recall. I -- I could have.
19 (Exhibit 14 was marked.)
20 Q. (By Mr. Jefferies) Sir, showing you what I've
21 marked as Exhibit 14, for the record, is an August 12, 2008,
22 e-mail from Gemstone to various subcontractors. And if you
23 look a couple of lines from the bottom, you'll see Roy
24 Zitting. See that?
25 A. Oh, yeah.

1 Q. Just confirming --
2 A. Yes.
3 Q. Tell me if you've seen this before today.
4 A. I don't recall seeing this.
5 Q. Does it refresh your recollection as to any --
6 well, strike that.
7 You'll notice in the e-mail Gemstone says, We're
8 going to start reaching out to the subcontractor to try and
9 resolve change orders, et cetera. Does it refresh your
10 recollection as to discussions you may have had with
11 Gemstone about some of your change order requests?
12 A. It doesn't.
13 MR. DREITZER: Counsel, while we're on the record
14 on this one, it looks like it references an attachment. Do
15 we know what -- do we have that or know what it is?
16 MR. JEFFERIES: I don't have it with me.
17 MR. DREITZER: Okay.
18 MR. JEFFERIES: We didn't copy it.
19 MR. DREITZER: Okay. I just wanted to note that.
20 Q. (By Mr. Jefferies) Do you recall after APCO left
21 that the permits -- I don't know what the right word is --
22 were rescinded or cancelled in APCO's name for the project?
23 A. I don't recall anything about that.
24 MR. JEFFERIES: Let's do this one.
25

1 (Exhibit 15 was marked.)
2 Q. (By Mr. Jefferies) Sir, showing you what I've
3 marked as Exhibit 15, which I'll represent to you is the
4 executed agreement between Gemstone and CAMCO after APCO
5 left the project. Do you see that?
6 A. That's what -- if that's what you represent.
7 I . . .
8 Q. I will represent -- it is -- you can tell on the
9 first paragraph -- Gemstone and CAMCO. It's signed on
10 page 19.
11 A. Okay.
12 Q. Have you seen this document before today?
13 A. Never.
14 Q. Okay. If you go to the second page, it talks
15 about third party service providers, and you will note that
16 there is a list of third party service providers that the
17 general contractor is to engage to continue working on the
18 project in Exhibit C.
19 If you go to page 23 within the exhibit, you'll
20 see a listing of existing third party service providers.
21 And you'll see Zitting Construction at the bottom. Do you
22 see that?
23 A. I do.
24 Q. Does that refresh your recollection as to any
25 discussions you may have had with Gemco [sic] -- I don't

1 know why I want to say that. Strike that.
2 Does that refresh your recollection as to any
3 discussions you may have had with Gemstone and/or CAMCO in
4 August 2008 about continuing on after APCO?
5 A. Does not.
6 Q. Okay. If you go to page 6 of the agreement,
7 Exhibit 15, paragraph 5.02, you'll see a completed work
8 reference. And the document says, Set forth on Exhibit E
9 hereto is an update of the status of the work as of the
10 effective date. Then if you would, sir, go to Exhibit E.
11 It's found on page 26 of Exhibit 15.
12 A. Which building did we decide I was working on?
13 Q. Well, that's what I was going to ask you. I think
14 we --
15 MR. JEFFERIES: Yeah, but . . .
16 Q. (By Mr. Jefferies) I believe it's 8 and 9.
17 A. Okay.
18 Q. My question was: Did you do any work on
19 Buildings 2, 3, or 7?
20 A. There's a potential that I installed some windows
21 in one of the other buildings. I just don't know right now.
22 Q. Okay. Go to page 27. And, again, I've got a head
23 start on you. Mine's highlighted, but if you look under
24 Buildings 8 and 9, you'll see references to drywall.
25 A. Okay.

Q. And there's some percentages complete for the various floors in those two buildings, 8 and 9.

A. Okay.

Q. Continuing on to the next page, 28, under Building 9, it says, Corridors, drywall has not started. First floor corridor lid framing is 70 percent complete and then the drywall itself is shown as being 55 to 70 percent complete depending upon the building.

My question to you is: Sitting here as the corporate designee for Zitting, do you have any facts, documents, or information to rebut these purported percentages of completion for the drywall on Buildings 8 and 9?

A. I don't. I can't help but notice that it shows framing complete on both Buildings 8 and 9 too.

Q. Did you have -- did you do any of the soffits -- framing for the soffits?

A. I don't recall. That could have been done by the drywaller, light gauge steel.

Q. Then how about the shafts? Did you do any framing for the shafts?

A. That could have been drywall, light gauge steel. It typically is.

Q. If I asked you this, I apologize. How about first floor lid framing? Is that something you would do?

A. That would be drywaller.

Q. Okay.

MR. JEFFERIES: Let's mark this.

(Exhibit 16 was marked.)

MR. DREITZER: Sixteen?

Q. (By Mr. Jefferies) Sir, I marked as Exhibit 16 what I believe is a payment -- well, strike that.

Why don't you tell me what Exhibit 16 is.

A. Looks like some sort of accounting report on a couple checks that were cut to Zitting for the Manhattan West project and then a copy of a check that corresponds.

Q. If you go to the last page, I think I need to clear up the record, because I was mistaken when I read your subcontract pricing in those pods we went over --

A. Mm-hmm.

Q. -- to get to the -- if you look at the top of the third page of Exhibit 16, it shows lump -- one lump sum for Building 8, Building 9 at 1.805 million. The total is 3,610,000. Would you agree that's how your original phase 1 contract price was arrived at?

A. I'd have to go back in this contract. This number is different than these two added together.

Q. It is. I think I screwed the record up when I said that earlier.

A. I would -- I would have to say that this looks

like how the contract amount was derived.

Q. Okay. Let me make sure my record is clear. Your phase 1 pricing under the subcontract for Buildings 8 and 9 totaled $3,610,000 based on one building each at $1,805,000. Correct?

A. Correct.

Q. All right.

A. Previous to change orders, of course.

Q. Sure.

A. And then I'm noticing here, Install windows on 2 and 3. So I did do some work on other buildings, as I had thought.

Q. Okay. Which I wanted to ask you. You're getting this check for $33,847. Does this resolve the 17,000 that you were shown as owed in Exhibit 8?

A. Which page are you referring to?

Q. Page 2 of Exhibit 8 shows --

A. Well, this isn't saying what's owed. It's saying what's approved.

Q. But I'm -- I guess my point is, through Exhibit 16, if I'm reading this correctly, you were paid the 17108.

A. It appears that's the case.

Q. Okay.

A. Yeah, it shows it in this draw request it was

previously drawn . . .

Q. In which one?

A. In --

MR. DREITZER: Allen 85.

THE WITNESS: Eighty-five.

MR. JEFFERIES: Okay.

Q. (By Mr. Jefferies) I guess what threw me -- why is it showing up in Exhibit 8? Do you know?

A. It's just an approved change order log.

Q. But --

A. It's not talking about payment status in Exhibit 8.

Q. All right.

A. So they did actually approve some change orders and it's reflected in Exhibit A -- 8 in writing and the rest were just verbally approved and in the process of approval.

Q. Okay. Exhibit 5. I know you told me that you didn't prepare it. Did you have negotiations concerning Exhibit 5 with CAMCO and/or Gemstone?

A. I don't recall any at this time.

Q. If you had received verbal directions from Shawn, did Zitting ever follow up with any type of e-mail confirmation or -- or letter or fax?

A. I think that these work orders we've been discussing is evidence that we did follow up in writing.

1 Q. Okay. Prior to performing the work, would you
2 have -- would Zitting have -- strike that.
3 Would it have been Zitting's company practice to
4 confirm verbal directions to perform what you consider to be
5 extra work prior to the work being performed?
6 A. Not always.
7 Q. Okay. Did you -- did Zitting do that on this
8 project?
9 A. Do what?
10 Q. Send a fax, letter, e-mail confirming verbal
11 direction before you did the work?
12 A. Not always.
13 Q. Are you aware of any?
14 A. None that I can think of right now.
15 Q. Isn't it true, sir, that you filed the lien before
16 you billed APCO for the retention in those change orders,
17 Allen Exhibits 85 and 86?
18 A. I don't recall the date of the lien.
19 Q. Did you ever provide APCO with actual invoices for
20 the materials you used for claimed extra work?
21 A. I don't recall. I don't recall being asked for
22 them.
23 Q. How did you track disputed change order requests
24 in your accounting system?
25 A. The only ones that I put in my accounting system

1 were the ones that were approved. And the ones that were
2 still being disputed were in the little worksheets that
3 we've been looking at.
4 MR. JEFFERIES: I'm not going to mark this.
5 MR. DREITZER: What is it?
6 MR. JEFFERIES: It's your complaint for
7 foreclosure.
8 MR. DREITZER: Okay.
9 MR. JEFFERIES: Exhibit 1.
10 MR. DREITZER: Mm-hmm. You're going after the
11 date it was recorded? I mean, we can stipulate that it was
12 recorded on December 23rd of 2008. So . . .
13 MR. JEFFERIES: The lien?
14 MR. DREITZER: Yeah, the lien. Mechanics lien.
15 Yeah, that's when it was recorded.
16 Q. (By Mr. Jefferies) Given that stipulation, would
17 you agree that you recorded the lien before you billed
18 retention in change orders to APCO in a pay application?
19 A. There may have been a previous pay application
20 sent to them previous to this one. I don't know, but that
21 certainly is previous to the date that's on these two pay
22 applications. The date on these is January 30th, 2009.
23 Q. Why would you have done Allen Exhibits 85
24 and 86 -- i.e., those pay applications -- on January 30,
25 2009, if you had previously billed those?

1 A. Maybe as a reminder that we still need it paid.
2 MR. DREITZER: Did you want to see the mechanics
3 lien? Would that help you at all?
4 THE WITNESS: No.
5 MR. DREITZER: Okay. Just want to make sure.
6 Q. (By Mr. Jefferies) Do you know if APCO ever
7 received final payment from the owner?
8 A. I don't know.
9 Q. Are you aware of when APCO last received a payment
10 from Gemstone?
11 A. I'm not.
12 Q. In looking at the paperwork that I marked as
13 Exhibit 16, does that confirm for you that that project used
14 construction funds control?
15 A. It does.
16 Q. And you're familiar -- generally familiar with
17 that process?
18 A. Yes.
19 Q. And given the mechanics of those systems, APCO, as
20 the general contractor, would not have received your
21 retention until final completion of the project. Correct?
22 A. I don't know their arrangement with the owner in
23 regards to retention.
24 Q. Okay. Did you review the prime contract between
25 Gemstone and APCO?

1 A. I don't recall.
2 Q. Ever?
3 A. I don't recall ever doing it.
4 Q. Exhibit 16 reflects a joint check from funds
5 control to Zitting and APCO. Correct?
6 A. Correct.
7 Q. How did Zitting learn that CAMCO was going to be
8 acting as a replacement contractor for APCO?
9 A. I don't recall.
10 Q. Do you know if there was ever a certificate of
11 occupancy for Building 8?
12 A. I didn't -- I do not know.
13 Q. Do you know if there was ever a certificate of
14 occupancy for Building 9?
15 A. I do not know.
16 Q. Do you know if those buildings were ever completed
17 to the point where they could have been beneficially used
18 and occupied?
19 A. They're being lived in right now. Is that what
20 you're asking?
21 Q. No.
22 A. I'm sure they got a C of O in order to do that.
23 Q. Did you do any work on the project after Gemstone
24 lost the project and it was sold?
25 A. No.

1 Q. Are you aware of Buildings 8 and 9 ever being
2 completed in 2009?
3 A. They were not.
4 Q. Did your field crews prepare daily reports?
5 A. I don't recall -- I -- on this job, if they did or
6 not.
7 Q. Would it have been Zitting's standard practice and
8 procedure for its field crews and/or project superintendents
9 or project manager to prepare daily reports for a project
10 like this one?
11 A. Typically we do.
12 Q. That's a yes?
13 A. Yes.
14 Q. I'm going to represent to you that, in the
15 documents that have been produced in this case, there are
16 only Zitting daily reports between January and April 2008.
17 Can you explain why there would be gaps and the lack of
18 daily reports?
19 A. I cannot.
20 Q. You would agree that your daily reports have a
21 spot for extra work that's being either directed and/or
22 tracked. Correct?
23 A. Yes.
24 Q. As the company designee, have you seen any of the
25 Zitting daily reports where that extra work that is being

1 performed is being noted on a daily report and/or being
2 tracked for compensation?
3 A. We typically don't utilize that piece of the form.
4 We typically utilize an external document.
5 Q. Did you assemble the change order -- I don't know
6 what to call them. They're not change order requests.
7 They're not field directives. The bids or quote
8 designations that are included in Exhibit 5, did you do the
9 quantification for those items?
10 A. That was typically done by Roy on this job.
11 Q. Did you do any of them?
12 A. I don't believe so.
13 Q. If Ms. Allen testified that every pay application
14 that was submitted by Zitting during the course of
15 construction -- and by "course of construction," I mean when
16 APCO was on the project into August of '08 -- was actually
17 received from Zitting via e-mail, do you have any reason to
18 dispute that?
19 A. No, this job was happening kind of in that whole
20 e-mail/fax transition. So we did some of each.
21 Q. You say you did some of each. Some projects were
22 fax; some were e-mail?
23 A. Some people in the office were faxing. Some
24 people were e-mailing. Some customers wanted to receive
25 them via fax or via e-mail.

1 Q. If I were to represent to you that the Zitting
2 records produced to us in this case show that Zitting
3 actually performed over $200,000 in work after APCO left the
4 project, would you have any reason to dispute that?
5 A. I would have to add up the change orders that --
6 that we identified as CAMCO change orders to quantify that
7 number. I thought it was less than that.
8 Q. And you're referring to the non-AR items in
9 Exhibit 5?
10 A. I believe it was Exhibit 5. Scattered, it looks
11 like. Thank you. Okay. There's some back here that
12 actually say CAMCO on them, I thought.
13 Q. Well, I may have misled you. I think you're
14 referring to -- Exhibit 3 has CAMCO.
15 A. Okay. That's --
16 Q. Let me strike the question.
17 A. That's the only place that I've seen it.
18 Q. Look at Exhibit 3, if you would. You're killing
19 me, Smalls. Here.
20 A. I got it, man.
21 MR. DREITZER: Exhibit 3, Counsel?
22 MR. JEFFERIES: Yeah.
23 Q. (By Mr. Jefferies) And let me ask you a question.
24 That's usually how this proceeds best, instead of me just
25 talking. In looking at Exhibit 3 -- it looks like we went

1 through this -- Nos. 22, 23, 24, and 25 are the change
2 orders you did for CAMCO. Right?
3 A. I wouldn't say that I did them for CAMCO. I'd say
4 I did them while CAMCO was on-site.
5 Q. Fair enough. Those approximate 28 grand?
6 A. Yeah, which is a lot less than the number you're
7 trying to quantify here.
8 Q. So back to my question. Do you have any reason to
9 dispute that Zitting did over $200,000 in work after APCO
10 left the project?
11 A. I don't believe we did.
12 Q. Did Zitting ever punch list phase 1, Buildings 8
13 and 9?
14 A. Yes.
15 Q. Wouldn't it be true, sir, that -- well, strike
16 that.
17 MR. JEFFERIES: Why don't we go off the record and
18 let's take a quick break and I think I'm close to done.
19 MR. DREITZER: Okay.
20 (Pause in proceedings.)
21 Q. (By Mr. Jefferies) Sir, I'm going to show you
22 Exhibit 11.
23 A. Okay.
24 Q. And one of the large change orders that Zitting
25 submitted was a change order regarding the differences

1 between the bid set and -- bid set and the permanent set, I
2 believe. That's your position. Right? It's the largest
3 change order.
4 A. I'd have to -- which exhibit are you referring to?
5 Q. We could do it on any. We could do it on
6 Exhibit 3 if you wanted.
7 A. Seems to be the only one -- here we go.
8 MR. DREITZER: Are you talking about Item 15?
9 MR. JEFFERIES: Yeah.
10 Q. (By Mr. Jefferies) And you recall seeing that
11 Gemstone approved, like, $16,000 for that?
12 A. I don't recall seeing that.
13 Q. It was on Exhibit 5. See that reference to
14 16,000?
15 A. Okay.
16 Q. My question to you is: After Zitting was advised
17 that that change order was rejected, did Zitting ever
18 respond back and support the balance of that change order?
19 A. Well, the whole change order's still listed as
20 155,000. It's just only -- only 16,000 is being allocated
21 to Gemstone in this -- in Exhibit 5. The rest is being
22 allocated to APCO.
23 Q. Okay. Go to -- do you have Exhibit 11?
24 A. Yes. Okay.
25 Q. This is the transmittal from APCO back to Zitting,

1 enclosing the owner's review of Change Order 11. Do you
2 see -- at the bottom of page --
3 A. Yes.
4 Q. -- 3 of the exhibit? And if you look at the
5 writeup, you can see the owner and APCO are rejecting it
6 because there's no breakout of cost. I won't read all that
7 on the record for time's sake. And they -- Gemco confirms
8 the structural portion is 8,056 and consists of header and
9 beam revisions to after 5/25/07 set. So if they're going to
10 double that for the two buildings, that's where you get the
11 16,000?
12 A. Right.
13 Q. Do you get that?
14 A. Yeah, I get that.
15 Q. Okay. So my question is: From and after the
16 point that you got this rejection, did Zitting ever respond
17 back to APCO saying, The balance of COR 11 is justified
18 because of X, Y, or Z?
19 A. I don't have anything in front of me that says
20 that we did, and I don't recall anything.
21 Q. Okay. I'm going to show you -- I don't mean this
22 to sound unreasonable, as it's going to initially. I have
23 your job cost, Bates label ZBCI1231 --
24 MR. JEFFERIES: Is it consecutive?
25 MS. LYNN: Yeah.

1 Q. (By Mr. Jefferies) -- through 1733. And my
2 question to you is: Anywhere in your job cost for the
3 project do you track time or materials for the disputed
4 change order request at issue?
5 A. No.
6 Q. Do you want to look at it before --
7 A. No, we don't.
8 MR. JEFFERIES: Okay. All right. Sir, I think
9 that's all the questions I have. I will ask that you read
10 and sign.
11 MR. DREITZER: That's fine.
12 MR. JEFFERIES: So she will get -- you've been
13 through this before.
14 Q. (By Mr. Jefferies) She'll get the draft to your
15 counsel.
16 A. Okay.
17 Q. And I ask that you read and sign it and make any
18 changes you deem necessary or proper. Understand that at
19 trial I'll be able to comment on any changes you might make.
20 A. Okay.
21 MR. JEFFERIES: Okay.
22 MR. DREITZER: Just have a few questions. Very
23 briefly.
24 MR. JEFFERIES: You do or don't?
25 MR. DREITZER: I do.

1 MR. JEFFERIES: Okay.
2 MR. DREITZER: Just a couple.
3
4 EXAMINATION
5 BY MR. DREITZER:
6 Q. Earlier on in the deposition, counsel showed you
7 documents with regard to the change in the labor rate. Is
8 it your recollection that the labor rate was, in fact,
9 changed or are you just relying on the documents that were
10 put in front of you?
11 A. I'm just relying on the documents that are put in
12 front of me.
13 Q. So is it possible that there was history either
14 before those documents or after it which changes the
15 contours of what was agreed on, as far as the labor rate is
16 concerned?
17 A. Yeah, absolutely. And a lot of -- unfortunately,
18 a lot of our communication on change orders on this job was
19 verbal, because we couldn't get Shawn to do his job and put
20 it in writing.
21 Q. Right. Okay. And then if you go back to
22 Exhibit 3, which is right in front of you, with regard to
23 Items 22, 23, 24, 25, those have dates in the date column of
24 10/9/08 and 10/10/08. What does the date refer to on this
25 document?

A. That would be the date that I would -- I believe that's the date that the actual change request was entered into our system.

Q. Okay. But that is not the date -- is that the date the work was performed?

A. No.

Q. Okay. So do you know what kind of lag time there is between when the work is performed and when the date the change order is submitted or could -- does that vary?

A. It could be months and months, because we were trying to wait for Shawn to approve them in writing before we put them in our system.

Q. Okay.

A. But when we got to the point where we realized he wasn't going to do that, then we just put them in the system and billed for them.

Q. So just because item -- counsel before talked to you in terms of change orders that were the responsibility of APCO and change orders that -- what they claim were the responsibility of CAMCO. And so what I'm wondering is: Is it possible that the CAMCO change orders he was discussing with you could reference work that was done while APCO was still the general on the project?

A. Yes.

Q. Okay. Then if you go to Exhibit 15, please --

MS. LYNN: What's the date of that? Sorry.

Q. (By Mr. Dreitzer) Yep, that's the one.

A. Okay.

Q. Then if you go to page 26 --

A. Okay.

Q. -- where it talks about previously completed work --

A. Yes.

Q. -- we -- do you know how this was compiled?

A. I assume that --

Q. Do you have any knowledge how this was --

A. I don't.

Q. Is it possible that as of August 25th, 2008, that this -- the information in Exhibit E might be incorrect?

A. That's possible.

Q. Okay. And -- but you were never consulted as far as what your percentages were --

A. Not that I recall.

MR. DREITZER: Okay. I have no more questions.

MR. JEFFERIES: I've got one follow-up. I'm going to show you -- there's . . .

(Exhibit 17 was marked.)

MR. DREITZER: Is this 19?

(An off-the-record discussion was had.)

///

EXAMINATION

BY MR. JEFFERIES:

Q. Sir, showing you what's been marked as Exhibit 17, I think. Take a minute and look at that.

MR. DREITZER: And, again, I voiced the same concern before about this being an unBates-stamped document. Notwithstanding that, it appears to be involved Mr. Zitting.

THE WITNESS: Okay.

Q. (By Mr. Jefferies) Okay. Are you -- in light of Exhibit 17, are you standing behind your $30 hourly rate that you quoted?

A. It appears that he gave them a one-week time frame to pay them -- to pay -- pay the $30 rate. And obviously that didn't happen. So . . .

Q. That's why I asked you the question the way I did. Are you honoring the $30 as you sit here today?

A. In light of this new exhibit that I'm seeing, it looks like it had a one-week offer which expired, so no.

Q. So you understood that APCO rejected the change orders because it rejected the $50 per hour that was claimed. Right?

A. I don't believe that I've seen that. Does it state that in the -- in -- in the exhibit we were just looking at?

(Exhibit 18 was marked.)

MR. DREITZER: This will be 18?

MR. JEFFERIES: Yeah.

Q. (By Mr. Jefferies) Take a minute, sir, and review Exhibit 18.

A. Okay.

Q. You'll note that APCO is rejecting the $50, because, at least in APCO's position or mind, the $50 didn't comply with the contract. Right?

A. That's what it appears as, yes.

Q. Okay. So it was actually Roy who explained how the $50 was calculated and then proposed the $30. Right?

A. Yes.

Q. There's no -- strike that.

Is it your testimony that the $50 is supported by the contract or the $30?

MR. DREITZER: Objection. Calls for a legal conclusion.

THE WITNESS: I don't believe the contract called -- calls for either dollar amount, does it?

Q. (By Mr. Jefferies) Well, you'll see down below where Ms. Lynn is quoting the contract or paraphrasing the contract, stating that it calls for actual costs -- actual cost plus 10 percent markup plus your labor burden. Do you see that?

A. Yeah, I see that.
Q. Okay.
A. So you're indicating that Roy didn't have the right to give them a one-week time line to -- to pay them?
Q. No, I'm not getting there yet. As the company designee today -- and we can pull out Exhibit 1 if we need to -- does the contract support the $50 or the $30?
MR. DREITZER: Objection. Calls for a legal conclusion.
THE WITNESS: I don't know if I have the expertise to tell you the answer to that.
Q. (By Mr. Jefferies) Yes, you do.
Okay. Whether you agreed with APCO or not, they rejected the change orders based on the labor rate. Right?
A. That's what it appears.
Q. Okay. So you submitted the $30. And is it your testimony today that -- $30 per hour you're not honoring because it expired?
A. That's what Roy's e-mail here states.
Q. Okay.
A. That's what I'm testifying.
Q. But as the company rep sitting here today, are you going to charge $50 or $30?
MR. DREITZER: Counsel, I'm not going to have him negotiate the case on the record. I mean, it's been asked

and answered. So if there's, you know, some other factual question, let's do it, but I don't -- there's no reason to negotiate this while we have a court reporter.
MR. JEFFERIES: I'm not negotiating and I haven't asked that question that way before.
Q. (By Mr. Jefferies) So go ahead.
A. Right now, the way that our claim stands, it appears that we're charging the $50 rate on all of the change orders --
Q. Okay.
A. -- that are --
Q. After --
A. -- outstanding.
Q. -- the one week expired, did you resubmit any of your change order requests?
A. I don't recall.
MR. JEFFERIES: Okay. I have nothing.
MR. DREITZER: Just a follow-up.

EXAMINATION

BY MR. DREITZER:
Q. So Exhibit 18, the second exhibit that counsel just talked about with you, that references a July 30, 2008, e-mail. Did you see that?
A. Yes.

Q. You looked at that before. Okay. Now, reading up, Randy Nickerl is telling Roy and Lisa that -- you know, how the -- how the labor cost was supposed to be calculated on the project. And then if you go to 17, 17 appears to be later on in time where it's on -- it references an e-mail from August 8th, 2008, and that is Roy attaching the condition that they will -- you will only agree to the reduced per-labor-hour rate if payment is made within a week. Is that right?
A. Yes.
Q. So after this was communicated to APCO, did you hear anything back from APCO basically saying, to the effect of, We're not playing games here. Your contract doesn't call for this and we want the $30 rate?
A. I don't think they ever did.
MR. DREITZER: Okay. I have nothing further.
MR. JEFFERIES: We're done.
(The proceedings concluded at 2:05 p.m.)
-oOo-

CERTIFICATE OF DEPONENT

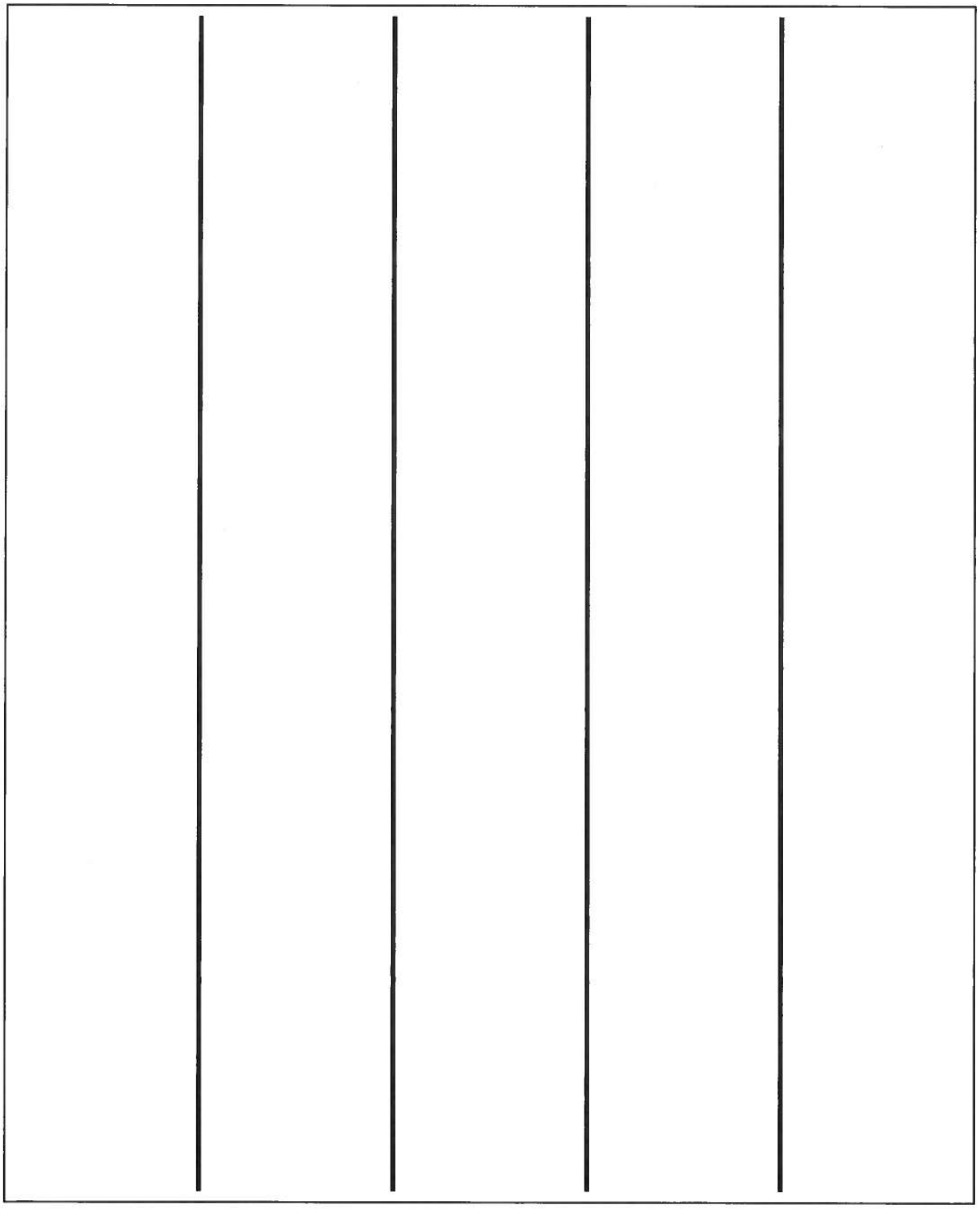
PAGE	LINE	CHANGE	REASON

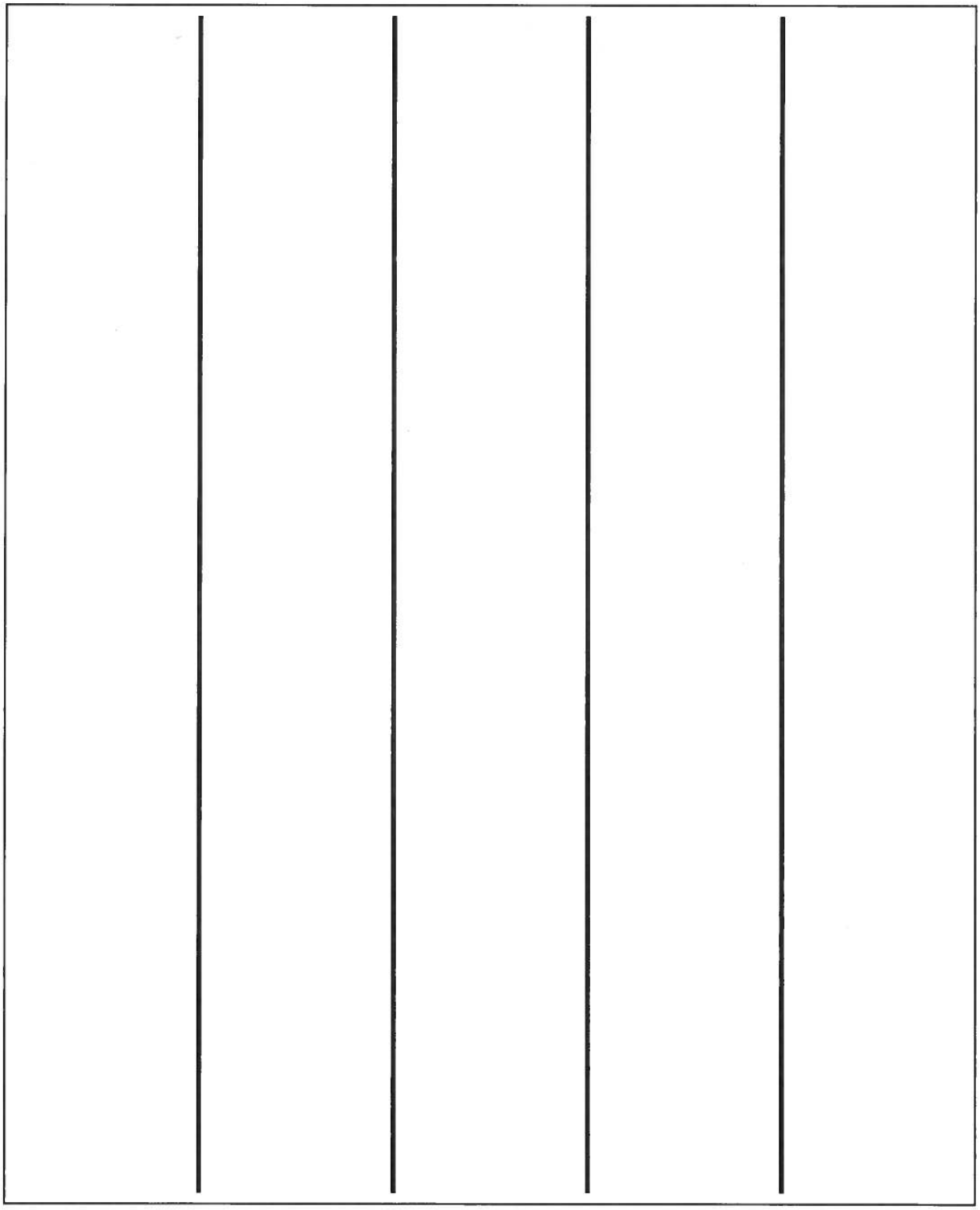
* * * * *

I, SAMUEL ZITTING, Deponent herein, do hereby certify and declare under penalty of perjury the within and foregoing transcription to be my deposition in said action; that I have read, corrected, and do hereby affix my signature to said deposition, under penalty of perjury.

SAMUEL ZITTING, Deponent

1 STATE OF NEVADA)
) SS:
2 COUNTY OF CLARK)
3 CERTIFICATE OF REPORTER
4 I, Vanessa Lopez, a duly commissioned and licensed
5 court reporter, Clark County, State of Nevada, do hereby
6 certify: That I reported the taking of the deposition of
7 SAMUEL ZITTING, commencing on Friday, October 27, 2017, at
8 the hour of 9:00 a.m.;
9 That the witness was, by me, duly sworn to testify
10 to the truth and that I thereafter transcribed my said
11 shorthand notes into typewriting, and that the typewritten
12 transcript of said deposition is a complete, true, and
13 accurate transcription of said shorthand notes;
14 I further certify that I am not a relative or
15 employee of any of the parties involved in said action, nor
16 a relative or employee of an attorney involved in said
17 action, nor a person financially interested in said action;
18 That the reading and signing of the transcript was
19 requested.
20 IN WITNESS WHEREOF, I have hereunto set my hand in
21 my office in the County of Clark, State of Nevada, this 30th
22 day of October, 2017.
23
24 VANESSA LOPEZ, CCR NO. 902
25





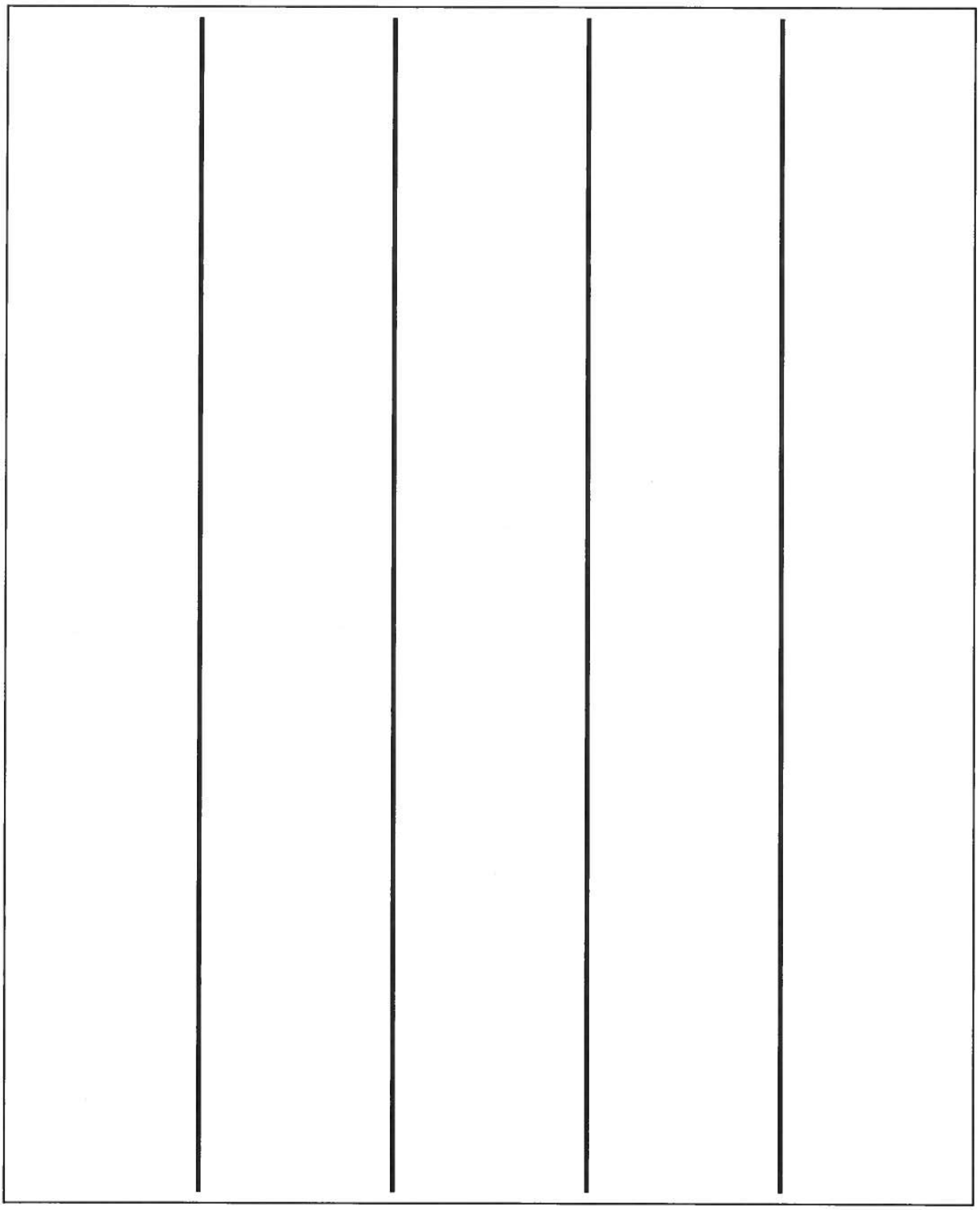


EXHIBIT 7

BUILDING 8	
LANDSCAPING	Not started
REINFORCING STEEL LABOR	Complete
REINFORCING STEEL MATERIAL	Complete
EXCAVATE FOOTINGS	Complete
PLACE FOOTINGS	Complete
FORM/PLACE WALLS	Complete
FORM/PLACE COLUMNS	Complete
PLACE SLAB ON GRADE	Complete
FORM/PLACE DECK	Complete
LTWEIGHT CONCRETE	Not started
PRECAST FLOOR 1	Not started
PRECAST FLOOR 2	Not started
PRECAST FLOOR 3	Not started
PRECAST FLOOR 4	Not started
MASONRY CMU	Not started
THIN BRICK VENEER	Not started
GRANITE	Not started
MISC. STEEL	Not started
WOOD FRAMING L1 LABOR/EQU	Complete
WOOD FRAMING L1 MATERIAL	Complete
WOOD FRAMING L2 LABOR/EQU	Complete
WOOD FRAMING L2 MATERIAL	Complete
WOOD FRAMING L3 LABOR/EQU	Complete
WOOD FRAMING L3 MATERIAL	Complete
WOOD FRAMING L4 LABOR/EQU	Complete
WOOD FRAMING L4 MATERIAL	Complete
WOOD FRAMING RF LABOR/EQU	Complete
WOOD FRAMING RF MATERIAL	Complete
FINISH CARPENTRY	Not started
INSULATION	Substantially complete
ROOFING	Substantially complete
WATERPROOFING	Below grade perimeter walls substantially complete and backfilled
STUCCO	Scratch and brown coat in progress
WINDOWS	Substantially complete
DRYWALL	Wall and ceiling drywall hanging in progress
FLOORING	Not started
PAINTING	Not started
APPLIANCES	Not started
ELEVATORS	Not started
MECH. MOBILIZATION	As progress requires/justifies
MECH. SUBMITTALS	As progress requires/justifies
MECH. GENERAL CONDITIONS	As progress requires/justifies
MECH. CLOSEOUT DOCUMENTS	As progress requires/justifies

PLUMBING BELOW PODIUM	
PERMIT	As progress requires/justifies
EXCAVATION/BACKFILL	Substantially complete
U/G SANITARY PIPING	Substantially complete
U/G STORM PIPING	Substantially complete
PRECAST STRUCTURES	Not started
PLUMBING FIRST FLOOR	
A/G WASTE & VENT	Substantially complete
DRAINS/CARRIERS	Substantially complete
SLEEVES/INSERTS	Substantially complete
A/G STORM PIPING	Substantially complete
A/G DOMESTIC WATER	Substantially complete
A/G GAS PIPING	Substantially complete
TUBS & HOOKUPS	Substantially complete
PLUMBING FIXTURES	Not started
PLUMBING EQUIPMENT	Not started
CONDENSATE PIPING	Substantially complete
PLUMBING TESTING	In progress
PLUMBING IDENTIFICATION	Not started
INSULATION - FIRESTOP	In progress
PLUMBING SECOND FLOOR	
A/G WASTE & VENT	Substantially complete
DRAINS/CARRIERS	Substantially complete
A/G STORM PIPING	Substantially complete
A/G DOMESTIC WATER	Substantially complete
A/G GAS PIPING	Substantially complete
TUBS & HOOKUPS	Substantially complete
PLUMBING FIXTURES	Not started
PLUMBING EQUIPMENT	Not started
CONDENSATE PIPING	Substantially complete
PLUMBING TESTING	In progress
PLUMBING IDENTIFICATION	Not started
INSULATION - FIRESTOP	In progress
PLUMBING THIRD FLOOR	
A/G WASTE & VENT	Substantially complete
DRAINS/CARRIERS	Substantially complete
A/G STORM PIPING	Substantially complete
A/G DOMESTIC WATER	Substantially complete
A/G GAS PIPING	Substantially complete
TUBS & HOOKUPS	Substantially complete
PLUMBING FIXTURES	Not started
PLUMBING EQUIPMENT	Not started
CONDENSATE PIPING	Substantially complete
PLUMBING TESTING	In progress
PLUMBING IDENTIFICATION	Not started
INSULATION - FIRESTOP	In progress