IN THE SUPREME COURT OF THE STATE OF NEVADA

Supreme Court Case No. 77320 Consolidated with 80508

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HELIX ELECTRIC OF NEVADA, LLC,

Appellant,

v.

APCO CONSTRUCTION, INC., A NEVADA CORPORATION,

Respondent.

JOINT APPENDIX VOLUME 47

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CHRONOLOGICAL APPENDIX OF EXHIBITS

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	Exhibit 3 – Plaintiff in Intervention, National Wood Products, Inc.'s Findings of Fact and Conclusions of Law (Proposed)	JA006370- JA006385	86/87
	Exhibit 4 – Plaintiff in Intervention, National Wood Productions, Inc.'s Findings of Fact and Conclusions of Law Re Camco	JA006386- JA006398	87
	Exhibit 5 – Offer of Judgment to Helix Electric of Nevada, LLC	JA006399- JA006402	87
	Exhibit 6 – Offer of Judgment to Plaintiff in Intervention National Wood Products, Inc.	JA006403- JA006406	87
	Exhibit 7 – Declaration of John Randall Jefferies, Esq. in Support of APCO Construction, Inc.'s Motion for Attorney's Fees and Costs	JA006407- JA006411	87
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	Exhibit 2 – National Wood Products, Inc.'s Notice of Motion and Motion to Intervene and Memorandum of Points and Authorities in Support Thereof	JA006357- JA006369	86
	Exhibit 3 – Plaintiff in Intervention, National Wood Products, Inc.'s Findings of Fact and Conclusions of Law (Proposed)	JA006370- JA006385	86/87
	Exhibit 4 – Plaintiff in Intervention, National Wood Productions, Inc.'s Findings of Fact and Conclusions of Law Re Camco	JA006386- JA006398	87
	Exhibit 5 – Offer of Judgment to Helix Electric of Nevada, LLC	JA006399- JA006402	87
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	Exhibit 7B – Time Recap	JA006443- JA006474	88
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	Exhibit 9 – APCO Construction, Inc.'s Memorandum of Costs and Disbursements [Against Helix Electric of Nevada, LLC, and Plaintiff in Intervention National Wood Products, LLC]	JA006479- JA006487	88
	Exhibit 10 – Depository Index	JA006488- JA006508	88/89
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	Exhibit 1 – Affidavit of Randy Nickerl in Support of (I) APCO's Limited Motion to Lift Sta for Purposes of this Motion Only; (2) APCO's Motion for Judgment Against Gemstone Only	JA000055- JA000316	1/2/4/5/6
	Exhibit 2 – Findings of Fact and Conclusions of Law and Judgment in Favor of APCO Construction Against Gemstone Development West, Inc. Only	JA000317- JA000326	6
02-11-20	APCO's Notice of Cross Appeal	JA009164- JA010310	120
	Exhibit 1 – Notice of Entry of Order (1) Granting APCO Construction, Inc.'s Motion for Attorney's Fees and Costs; (2) Granting APCO Construction, Inc.'s Memorandum of Costs in Part (3) Granting Helix Electric of Nevada, LLC's	JA009168- JA009182	114

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	Exhibit 3 – Excerpts from Samuel Zitting's Deposition Transcript taken October 27, 2017	JA000647- JA000678	9/10
	Exhibit 4 – Statement of Facts Constituting Lien on Behalf of Buchele, Inc.	JA000679- JA000730	10
	Exhibit 5 – Subcontract Agreement dated April 17, 2007	JA000731- JA000808	10/11
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	Exhibit 12 – Notice of Entry of Decision, Order and Judgment on Defendant Scott Financial Corporation's Motion for Summary Judgment as to Priority of Liens	JA009025- JA009038	118
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	Exhibit 3 – Subcontract Agreement (CabineTec)	JA001264- JA001281	24/25
	Exhibit 4 – Amended Notice of Lien	JA001282- JA001297	25
	Exhibit 5 - Amended NOL	JA001298- JA001309	25
	Exhibit 6 – Notice of Lien	JA001310- JA001313	25
	Exhibit 7 – Order Approving Sale of Property	JA001314- JA001376	25/26
	Exhibit 8 – Order Releasing Sale Proceeds from Court Controlled Escrow Account	JA001377- JA001380	26
	Exhibit 9 – Order Denying <i>En Banc</i> Reconsideration	JA001381- JA001385	26
	Exhibit 10 – Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA001386- JA001392	26
	Exhibit 11 – Notice of Entry of Findings of Fact and Conclusions of Law and Judgment	JA001393- JA001430	26
	Exhibit 12 – Order Big D Construction Corp.'s Motion for Attorney's Fees, Costs and Interest Pursuant to Judgment	JA001431- JA001435	26
	Exhibit 13 – Appellant's Opening Brief (Padilla v. Big D)	JA001436- JA001469	26
	Exhibit 14 – Respondent's Answering Brief	JA001470- JA001516	26/27
	Exhibit 15 – Appellant's Reply Brief (Padilla v. Big D)	JA001517- JA001551	27
01-29-20	Notice of Appeal	JA009132- JA009136	119/120
	Exhibit A – Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention	JA009137- JA009166	120

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	National Wood Products, Inc.'s Against APCO Construction, Inc.]		
	Exhibit [C] – Notice of Entry of Order Granting Helix Electric of Nevada's Rule 54(b) Certification	JA009148- JA009156	120
05-31-18	Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC Against Camco Construction, Co., Inc.]	JA006522 JA006540	89
06-01-18	Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.'s Against APCO Construction, Inc.]	JA006541 JA006550	90
09-28-18	Notice of Entry of Order (1) Granting APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs (2) Granting APCO Construction, Inc.'s Memorandum of Costs in Part (3) Granting Helix Electric of Nevada, LLC's Motion to Retax in Part and Denying in Part (4) Granting Plaintiff in Intervention National Wood Products, LLC's Motion to Retax in Part and Denying in Part and (5) Granting National Wood Products, Inc.'s Motion to File a Surreply	JA007281- JA007299	100
12-29-17	Notice of Entry of Order Granting in Part and Denying in Part APCO Construction's Omnibus Motion <i>in</i> <i>Limine</i>	JA001178- JA001186	22
07-02-18	Notice of Entry of Order Granting Helix Electric of Nevada, LLC's Motion for Attorneys' Fees, Interest and Costs	JA007238- JA007245	100
01-03-20	Notice of Entry of Order Granting Helix Electric of Nevada, LLC's Motion for Rule 54(b) Certification	JA009124- JA009131	119

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
01-03-18	Notice of Entry of Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if- Paid Agreements	JA001187- JA001198	22
12-29-17	Notice of Entry of Order Granting in Part and Denying in Part Helix Electric of Nevada, LLC's Motion <i>in Limine</i> 1- 4	JA001170- JA001177	22
12-29-17	Notice of Entry of Order Granting Peel Brimley Lien Claimants' Motion <i>in</i> <i>Limine</i> 1-6	JA001161- JA001169	22
01-19-18	Order Denying APCO Construction's Motion for Reconsideration of Order Granting Partial Summary Judgment Precluding Defenses Based on Pay-if- Paid Agreements	JA005282- JA005283	78
07-12-19	Order Dismissing Appeal (Case No. 76276)	JA007332- JA007334	101
07-02-10	Order Striking Defendant Gemstone Development West, Inc.'s Answer and Counterclaim and Entering Default	JA000042- JA000043	1
08-02-17	Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if- Paid Agreements and <i>Ex Parte</i> Application for Order Shortening Time		6
	Exhibit 1 – APCO Construction's Answers to Helix Electric of Nevada, LLC's First Request for Interrogatories	JA000343- JA00379	6
	Exhibit 2 – Camco Pacific Construction Company, Inc.'s Responses to Helix Electric of Nevada, LLC's Interrogatories	JA000380- JA000392	6
11-06-17	Peel Brimley Lien Claimants' Motion in Limine Nos. 1-6	JA000419- JA000428	7
	Exhibit 1 – Notice of Entry of Order	JA000429	7

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
		JA000435	
	Exhibit 2 – Amended Notices of 30(b)(6) Deposition of Camco Pacific Construction Company, Inc. from Cactus Rose Construction, Inc., Fast Glass, Inc.'s, Heinaman Contract Glazing, Inc. and Helix Electric of Nevada, LLC's	JA000436- JA000472	7/8
	Exhibit 3 – Excerpt from David E. Parry's Deposition Transcript taken June 20, 2017	JA000473 JA00489	8
	Exhibit 4 – Cactus Rose Construction, Inc.'s First Set of Request for Admissions to Camco Pacific Construction	JA00490 JA000500	8
	Exhibit 5 – Fast Glass, Inc.'s First Set of Request for Admissions to Camco Pacific Construction	JA000501- JA000511	8
	Exhibit 6 – Heinaman Contract Glazing, Inc.'s First Set of Request for Admissions to Camco Pacific Construction	JA000512- JA000522	8
	Exhibit 7 – Helix Electric of Nevada, LLC's First Set of Request for Admissions to Camco Pacific Construction	JA000523- JA000533	8
09-28-17	Peel Brimley Lien Claimants' Reply to Oppositions to Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA000413- JA00418	7
01-09-18	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	JA001552- JA001560	27
06-18-18	Plaintiff in Intervention National Wood Products, Inc.'s Joinder to Helix Electric of Nevada, LLC's Opposition	JA007190- JA007192	99

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	to APCO Construction's Motion for Attorneys' Fees and Costs		
06-15-18	Plaintiff in Intervention National Wood Products, Inc.'s Opposition to APCO Construction's Motion for Attorneys' Fees and Costs	JA007095- JA007120	97/98
07-19-18	Plaintiff-in-InterventionNationalWoodProducts, Inc.'sSurreply toAPCOConstruction'sReply toPlaintiff-in-InterventionNationalWoodProducts, Inc.'sOpposition toMotion for Attorney's Fees and Costs	JA007246- JA007261	100
01-10-18	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	JA001561- JA001573	27
01-18-18	Stipulation and Order Regarding Trial Exhibit Admitted into Evidence	JA002199- JA002201	36
	Exhibit 1 – Exhibit List APCO	JA002208- JA002221	36
	Exhibit 2 – Helix Trial Exhibits	JA002222- JA002223	36
	Exhibit 3 – Exhibit List Plaintiff in Intervention National Wood Products, Inc.	JA002224- JA002242	36/37
	APCO TRIAL EXHIBITS:		
	APCO Related Exhibits:		
	Trial Exhibit 7 - Letter from Scott Financial to APCO re: Loan Status	JA002243	37
	Trial Exhibit 8 - APCO Pay Application No. 10 as submitted to Owner	JA002244- JA002282	37/38
	Trial Exhibit 12 and 107 - Email from C. Colligan to Subcontractors re: Subcontractor Concerns	JA002283- JA002284	38

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Trial Exhibit 17 – Video (Construction Project)	JA002285	N/A
	Trial Exhibit 18 – Video (Construction Project)	JA002286	N/A
	Trial Exhibit 19 – Video (Construction Project)	JA002287	N/A
	Trial Exhibit 20 – Video (Construction Project)	JA002288	N/A
	Trial Exhibit 21 – Video (Construction Project)	JA002289	N/A
	Trial Exhibit 22 – Video (Construction Project)	JA002290	N/A
	Trial Exhibit 29 - Email from J. Robbins to Subcontractors re: Billing Cut-Off for August Billing	JA002285	39
	Trial Exhibit 30 - Camco Pay Application No. 11 NCS-Owner Approved with NCS Draw Request	JA002286- JA002306	39
	Trial Exhibit 32 and 125 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixture installed)	JA002307- JA002308	39
	Trial Exhibits 33 and 126 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed)	JA002309- JA002310	39
	Exhibit 34 and 128 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed)	JA002311- JA002312-	40
	Trial Exhibit 35 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002313- JA002314	40
	Exhibit 36 and 130 -Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002315- JA002316	40

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Trial Exhibits 37 and 131 -Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002317- JA002318	40
	Trial Exhibits 38 and 132 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002319- JA002320	41
	Trial Exhibit 39 -Email from K. Costen to Subcontractors informing that Manhattan West Project no longer open	JA002321- JA002322	41
	Trial Exhibit 40- Letter from D. Parry to Subcontractors Re: Funding Withdrawn	JA002323 JA002326	41
	HELIX Related Exhibits:		41
	Trial Exhibit 46 - Helix Pay Application No. 16713-008R1 with Proof of Payment	JA002327- JA002345	41
	Trial Exhibit 47 - Helix Pay Application No. 16713-009R1 with Proof of Payment	JA002346- JA002356	41
	Trial Exhibit 48 - Email from R. Nickerl to B. Johnson Re: Work Suspension Directive	JA002357- JA002358	41
	Trial Exhibit 49 -Helix Pay Application No. 16713-010R2 with Proof of Payment	JA002359- JA002364	41/42
	Trial Exhibit 50 - Unconditional Waiver and Release re: Pay Application No. 8 with Copy of Payment	JA002365- JA002366	42
	Trial Exhibit 51 - Photo re: Building 8 & 9, South (No Exterior fixtures installed. Helix billed out at 90%)	JA002367- JA002368	42
	Trial Exhibit 52 -Photo re: Building 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002369- JA002370	42
	Trial Exhibit 53 -Photo re: Building - 2 & 3, West (No Exterior fixtures installed. Helix billed out at 90%)	JA002371- JA002372	42

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Trial Exhibit 54 - Photo re: Building - 2 & 3, East (No Exterior fixtures installed. Helix billed out at 90%)	JA002373- JA002374	42
	Trial Exhibit 55 - Photo re: Building 2 & 3, East (No Exterior fixtures installed. Helix billed out at 90%)	JA002375- JA002376	42
	Trial Exhibit 56 - Photo re: Building 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002377- JA002378	42
	Trial Exhibit 57 - Photo re: Building 2 & 3, and 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002379- JA002381	42
	Trial Exhibit 58 - Helix Pay Application No. 16713-011R1 submitted to Owner	JA002382- JA002391	42
	Trial Exhibit 59 - Helix Pay Application No. 16713-011R1 given to Camco with Proof of Payment	JA002392- JA002405	43
	Trial Exhibit 60 - Helix Retention Rolled to Camco	JA002406- JA002415	43
	Trial Exhibit 61 - Unconditional Waiver and Release re: all Invoices through June 30, 2008 with Proof of Payment	JA002413- JA002415	43
	Trial Exhibit 62 - Photo re: Building 8 & 9, South	JA002416- JA002417	43
	Trial Exhibit 63 - Photo re: Building 2 & 3, West	JA002418- JA002419	43
	Trial Exhibit 64 - Photo re: Building 2 & 3, West	JA002420- JA002421	43
	Trial Exhibit 65 - Photo re: Building 2 & 3, South	JA002422- JA002423	43
	Trial Exhibit 66 - Letter of transmittal from Helix to APCO re: Helix Pay Application No. 16713-011R1	JA002424- JA002433	43
	Trial Exhibit 67 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002435- JA002436	43

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Trial Exhibit 68 -Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002437- JA002438	43
	Trial Exhibit 69 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002439- JA002440	43
	Trial Exhibit 70 - Photo re: Building 8 & 9, South (No exterior fixtures installed. Helix billed out 90%)	JA002441- JA002442	43
	Trial Exhibit 71 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002443- JA002444	43
	Trial Exhibit 72 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002445- JA002446	43
	Trial Exhibit 73 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002447- JA002448	43
	Trial Exhibit 74 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002448- JA002449	43
	Trial Exhibit 75 - Unconditional Release re: Pay Application No. 16713-011R1 with Proof of Payment	JA002450- JA002456	43
	Exhibit 77 - Helix Statement of Facts Constituting Notice of Lien and Third- Party Complaint		43
	Zitting Brothers Related Exhibits:		
	Trial Exhibit 100 - Check No. 14392 payable to Zitting (\$27,973.80); Progress Payment No. 7	JA002495- JA002497	44
	Trial Exhibit 101 - Email from R. Nickerl to R. Zitting re: Change Orders	JA002498- JA002500	44
	Trial Exhibit 102 -Email from L. Lynn to J. Griffith, et al. re: Change Order No. 00011 "pending"	JA002501- JA002503	44

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Trial Exhibit 103- Email from R. Zitting to R. Nickerl re: change orders adjusted to \$30 per hour	JA002504- JA002505	44
	Trial Exhibit 104 - Email from R. Zitting to R. Nickerl re: change orders adjusted to \$30 per hour with copies of change orders	JA002506- JA002526	44
	Trial Exhibit 105 - Ex. C to the Ratification – Zitting Quotes	JA002527- JA002528	44
	Trial Exhibit 106 - Unconditional Lien Release – Zitting (\$27,973.80)	JA002529	44
	Trial Exhibit 108 - Photo of Video (Construction Project)	JA002530- JA002531	44
	Trial Exhibit 109 - Photo of Video (Construction Project)	JA002532- JA002533	44
	Trial Exhibit 110 - Photo of Video (Construction Project)	JA002534- JA002535	44
	Trial Exhibit 111 - Photo of Video (Construction Project)	JA002536- JA002537	44
	Trial Exhibit 112 - Photo of Video (Construction Project)	JA002538- JA002539	44
	Trial Exhibit 113 -Photo of Video (Construction Project)	JA002550- JA002541	44
	Trial Exhibit 114 -Photo of Video (Construction Project)	JA002542- JA002543	44
	Trial Exhibit 115 - Progress Payment No. 9 Remitted to Zitting	JA002544- JA002545	44
	Trial Exhibit 116 - Ratification and Amendment of Subcontract Agreement between Buchele and Camco	JA002546- JA002550	44
	Trial Exhibit 117 - C to the Ratification	JA002551- JA002563	44
	Trial Exhibit 118 - Q&A from Gemstone to subcontracts	JA002564- JA002567	44
	Trial Exhibit 119 - Check No. 528388 payable to APCO (\$33,847.55) – Progress Payment No. 8.1 and 8.2	JA002568- JA002571	44

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Trial Exhibit 120 - Tri-City Drywall Pay Application No. 7 to APCO as submitted to Owner. Show percentage complete for Zitting	JA002572- JA002575	44/45
	Trial Exhibit 127 - Photo of Video (Construction Project)	JA002576- JA002577	45/46
	Trial Exhibit 128 - Photo of Video (Construction Project)	JA002578- JA002579	46
	Trial Exhibit 129 - Photo of Video (Construction Project)	JA002580- JA002581	46
	Trial Exhibit 138 - Memo from Scott Financial to Nevada State Contractors Board Re: Explanation of Project Payment Process	JA002582- JA002591	46
	Trial Exhibit 152 -Terms & Conditions modified by APCO, Invoices and Check Payment	JA002592- JA002598	46
	National Wood Products Related Exhibits:		
	Trial Exhibit 160 - Documents provided for settlement	JA002599- JA002612	46
	CAMCO Related Exhibits:		
	Trial Exhibit 163 - Camco Pay Application No. 12 to Gemstone	JA002613- JA002651	46/47
	Trial Exhibit 165 - Letter from D. Parry to A. Edelstein re: Gemstone losing funding for project	JA002652- JA002653	47
	Trial Exhibit 166 - Letter from D. Parry to G. Hall re: withdrawal of funding	JA002654 JA002656	47
	Helix Related Exhibits:		47
	Trial Exhibit 169 - Helix Exhibit to Standard Subcontract Agreement with Camco	JA 002665 JA002676	47/48
	Trial Exhibit 170 - Subcontract Agreement between Helix and Camco (unsigned)	JA002677- JA002713	48

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Trial Exhibit 171 - Work Order No. 100	JA002714- JA002718	48
	Trial Exhibit 172 - Letter from J. Griffith to Victor Fuchs Re: Gemstone's intention to continue retention of Helix w/copy of Ratification and Amendment of Subcontract Agreement	JA002719- JA002730	48
	Trial Exhibit 173 - Helix Pay Application No. 16713-012 to Camco with proof of payment	JA002731- JA002745	48
	Trial Exhibit 174 - Helix Change Order Request No. 28	JA002746- JA002747	48
	Trial Exhibit 175 - Change Notice No. 41	JA002748- JA002751	48
	Trial Exhibit 176 - Helix Pay Application No. 16713-013 to Camco	JA002752- JA002771	48/49
	Trial Exhibit 177 - Helix Pay Application No. 16713-014 to Camco	JA002772- JA002782	49
	Trial Exhibit 178 - Camco's letter to Helix rejecting Pay Application No. 16713-015 with attached copy of Pay Application	JA002783 JA002797	49
	National Wood/Cabinetec Related		
	Exhibits: Trial Exhibit 184 - Ratification and Amendment of Subcontract Agreement between CabineTec and Camco (fully executed copy)	JA002798- JA002825	49
	General Related Exhibits:		
	Trial Exhibit 218 - Camco/Owner Pay Application No. 11 w/Backup	JA002826- JA003028	50/51/52
	Trial Exhibit 220 - Camco/Owner Pay Application No. 12 w/Backup	JA003029- JA003333	52/53/54/55
	Trial Exhibit 313 - Letter from A. Edelstein to R. Nickerl re: NRS 624 Notice	JA003334- JA003338	55
	Helix Trial Exhibits:		

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Trial Exhibit 501 - Payment Summary	JA003339 - JA003732	55/56/57/ 58/59/60
	Trial Exhibit 508 – Helix Pay Application	JA003733- JA003813	60/61
	Trial Exhibit 510 - Unsigned Subcontract	JA003814- JA003927	61/62
	Trial Exhibit 512 - Helix's Lien Notice	JA003928- JA004034	62/63
	Trial Exhibit 522 - Camco Billing		63/64/65/66/6 7/
		JA004035- JA005281	68/69/70 /71/72 /73/74/75/ 76/77
01-17-18	Transcript Bench Trial (Day 1) ⁵	JA001668- JA001802	29/30
	Trial Exhibit 1 - Grading Agreement (Admitted)	JA001803- JA001825	30
	Trial Exhibit 2 – APCO/Gemstone General Construction Agreement (Admitted)	JA001826- JA001868	30
	Trial Exhibit 3 - Nevada Construction Services /Gemstone Cost Plus/GMP Contract Disbursement Agreement (Admitted)	JA001869- JA001884	30
	Trial Exhibit 4 - APCO Pay Application No. 9 Submitted to Gemstone <i>(Admitted)</i>	JA001885- JA001974	30/31/32
	Trial Exhibit 5 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work <i>(Admitted)</i>	JA001975- JA001978	32
	Trial Exhibit 6 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work <i>(Admitted)</i>	JA001979- JA001980	32
	Trial Exhibit 10 - Letter from J. Barker to A. Edelstein Re: Notice of Intent to Stop Work (Second Notice) <i>(Admitted)</i>	JA001981- JA001987	32

⁵ Filed January 31, 2018

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Trial Exhibit 13 - Letter from A. Edelstein to Re. Nickerl Re: Termination for Cause (Gemstone) <i>(Admitted)</i>	JA001988- JA002001	32
	Trial Exhibit 14 - Letter from W. Gochnour to Sean Thueson Re: [APCO's] Response to [Gemstone's] Termination for Cause <i>(Admitted)</i>	JA002002- JA002010	33
	Trial Exhibit 15 - Letter from R. Nickerl to A. Edelstein Re: 48-Hour Notices (Admitted)	JA002011- JA002013	33
	Trial Exhibit 16 - Email from J. Horning to A. Berman and J. Olivares re: Joint Checks (<i>Admitted</i>)	JA002014	33
	Trial Exhibit 23 - APCO Subcontractor Notice of Stopping Work and Letter from J. Barker to A. Edelstein Re: Notice of Stopping Work and Notice of Intent to Terminate Contract (<i>Admitted</i>)	JA002015- JA002016	33
	Trial Exhibit 24 - Letter from R. Nickerl to Clark County re: Notification of APCO's withdrawal as General Contractor of Record <i>(Admitted)</i>	JA002017- JA002023	33
	Trial Exhibit 26 - Email from J. Gisondo to Subcontractors re: June checks (<i>Admitted</i>)	JA002024	34
	Trial Exhibit 27 - Letter from A. Edelstein to R. Nickerl re: June Progress Payment (Admitted)	JA002025- JA002080	34
	Trial Exhibit 28 - Letter from J. Barker to A. Edelstein Re: Termination of Agreement for GMP (<i>Admitted</i>)	JA002081	34
	Trial Exhibit 31 - Transmission of APCO's Pay Application No. 11 as Submitted to Owner (Admitted)	JA002082- JA002120	34/35
	Trial Exhibit 45 - Subcontractor Agreement (Admitted)	JA002121- JA002146	35

Date	Description	<u>Bates</u> <u>Number</u>	<u>Volume(s)</u>
	Trial Exhibit 162 - Amended and Restated General Construction Agreement between Gemstone and CAMCO (Admitted)	JA002147- JA002176	35/36
	Trial Exhibit 212 - Letter from Edelstein to R. Nickerl re: NRS 624 Notice (Admitted)	JA002177- JA002181	36
	Trial Exhibit 215 - Email from C. Colligan to Subcontractors re: 48-hour Termination Notice <i>(Admitted)</i>	JA002182- JA002185	36
	Trial Exhibit 216 - Email from C. Colligan re: Meeting with Subcontractors (Admitted)	JA002186- JA002188	36
	Trial Exhibit 506 – Email and Contract Revisions (Admitted)	JA002189 – JA002198	36
01-18-18	Transcript – Bench Trial (Day 2) ⁶	JA005284- JA005370	78
	Trial Exhibit 535 – Deposition Transcript of Andrew Rivera (Exhibit 99) (Admitted)	JA005371- JA005623	78/79/80
01-19-18	Transcript – Bench Trial (Day 3) ⁷	JA005624- JA005785	80
	Trial Exhibit 231 – Helix Electric's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint <i>(Admitted)</i>		80
	Trial Exhibit 314 - Declaration of Victor Fuchs in support of Helix's Motion for Partial Summary Judgment against Gemstone (<i>Admitted</i>)	JA005802- JA005804	80
	Trial Exhibit 320 – June-August Billings—not paid to APCO (<i>Admitted</i>)	JA005805	80
	Trial Exhibit 321 – Overpayments to Cabinetec (Admitted)	JA005806-	80

⁶ Filed January 31, 201879 ⁷ Filed January 31, 2018

Date	Description	<u>Bates</u> <u>Number</u>	<u>Volume(s)</u>
	Trial Exhibit 536 – Lien math calculations (handwritten) (Admitted)	JA005807- JA005808	80
	Trial Exhibit 804 – Camco Correspondence (Admitted)	JA005809- JA005816	80
	Trial Exhibit 3176 – APCO Notice of Lien (Admitted)	JA005817- JA005819	81
01-24-18	Transcript – Bench Trial (Day 5) ⁸	JA005820- JA005952	81
01-24-19	Transcript for All Pending Fee Motions on July 19, 2018	JA007300- JA007312	100/101

⁸ Filed January 31, 2018

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	ITEM NO.	DESCR	UPTION OF	SCHEDULEO	REVISED	FROM PREVIOUS	THIS PERICO	THIS PERIOD	CURRENT TOTAL STORED	TOTAL COMPLETED AND STORED	COMPLETE	BALANCE TO FINISH	CURRENT RETENTION WITHHELD	TOTAL RETENTION WITHHELD
inter	342.00	15010	Plumbing Equip	11,672,00	:3,672.00	4,658.80				4,568 N	40%	7,003.20	<u> </u>	465.58
inter	343.00	15010	Plumbing Cond	5.107.00	5,107.00	4,596.30	\$10,70			5,107.00	100%		51.07	\$19.70
inter	344.00	16010	Painbing Tests	3,368.00	3,858,00	3,481,20	193,40	· · · · ·		3,574,60	95%	193.40	19.34	357.46
inter	345.00	15010	Plumbing Identi	750.00	750.00						C%.	750.00		
Intern	345.00	15010	Plumbing Insult	1,769.00	3,765.60	3,580.55	-			8,580,55	955	188.45	<u> </u>	359.08
190L	349.00	15010	Physics land	7,545,00	7,545.00	7,545.00	-			7,545.00	100%	<u> </u>	<u> </u>	754.50
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inter	347.00	15010	Plembing AFS	43,730.00	43,730.00	43,292,70	437,39			43,720,00	100%		43.73	4,373.00
Inter	348.00	15010	Plumbing Drait	6,207.00	5,207.00	6.082.86	124.14			6,207.00	100%		12.41	52070
Inter	349.00	13010	Plumbing Site	1707.00	3,707.00	3 632.85	74,14		· ·	3,707.00	100%		7,43	370.70
inter	350,00	15010	Plumbing AIG	5,287.00	5,287.90	5,234.13	52.67		· · ·	5.287.23	2005	0.00	5.29	528.70
tria	351.00	15010	Phontstray ArG	c <u>55.999.00</u>	65 909,00	65.379.01	659.59			65,399 75	100%		58.00	8,599,90
. In the	252.00	150%	Plumbing A/G	d 12.029.00	12,029,00	11,785.42	240.53			12,029 05	100%	0.50	24.05	1,202.90
inte	353.00	15010	Phono Tute	10,684,32	10,694.00	9,613,60	05.428		<u> </u>	10,149,0	85%	\$34,20	510	1,014,98
and to	354.00		Plumbing Plan	<u>e 19,118,00</u>	19,118.00	7.647.20		<u> </u>		7,847.2	403	11,470,86		784.72
2120	355.00	1801	Plumbing Equ	11,672.00	11,672.00	5,835.00	<u> </u>			1,636.9	2 50%	5,836.00	*	553.60
inte	338.0	1501	Plumbing Cor	<u>el 5,107.00</u>	5.107.09	4,598.30	510,70	<u> </u>		5,907.0	0 1005	0.00	<u>51.07</u>	510.70
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1000	n <u>358.0</u>	<u>0 1601</u>	0 Picmising Ide	nel <u>710.00</u>	750.00	-		1			01	750.00		
Inte	1	1	0 Plumbing Inst	3,769.0	3,762.00	3,680.55	<u> </u>			3.580 1	<u>6) </u>	188.45	<u> </u>	30.860
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0			Phanthing 60h	***************************************	+		<u> </u>	. <u></u>	+	· · · · ·	· · · · · · · · · · · · · · · · · · ·	<u>.</u>	<u> </u>	
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	DESCRPTION OF	2000 Concerts Form	2300 Concests Form	IIII Contrato Plase	2300 Concrete Form	2000 Li. Weight care	All Preset Carls	S S S S S S S S S S S S S S S S S S S	WM Pressi Carce	3450 Preset Concre	4100 Manony Clau	A 100 Massed Thin H	DICO Est. Madel Parte	SICO Ex. Meral Pad	SICO Ext. Spres	S100 Balcory Post	5100 Bakeny Ember	5100 Balcory Rafa	S100 Estarior Roal C	5100 Extentor Base F	5100 Shap Danking	BATE Contest Larde	5100 Mitcelleneous	SICO Dame & Trin.	3100 Mhotelaneous	DICO Marc Sterl	6100 Wood Franking	\$100 Wood Franting	CID Wood Franting	6100 Wood Franks	BIOD Wood Framing	SICO Word Franking	6100 Wood Framero
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	ENT TOTAL TION RETENTION	te mu to	614 B	17,558.00	2977.34	. 8.854.50			C194/1	8976	. 9 161.00	. 18,000	4,516,57	*	8.00.X	¥.	W/W12 .	*** ***	8089 ¹ 4	•	04 655 14 24 26 26 26 26 26 26 26 26 26 26 26 26 26	2343.00	*	•	1,203.00	•		NICE .	3400	3737.88	8 W G	. 10,023,00
K	E CURRENT RETENTION				1,426,10	(3354 CD)			8.912.75	51. MIS CO	(1607,000)	A.T.B.M	77,127,150		11,455,00	SMAC			•	02.000.235	103,100,00	110,018,800	123216.18	7,800.00	34.545.00	900000	16,000,00	8576.00		*		
F	BALANCE TO FINISH											212	37%		1	ŝ	200		No.	C C	1. 1.	1		ŝ	26%	5	6	Xa	S.S.	100%	100%	100%
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H	TOTAL COMPLETED AND STORED	8	899.6	173,580 00	07.620	843.00			SC 156'11	212,000,00	00 00 F 1.6	50 500 CS1	46,169,70	•	00 500 1992	· •	238,772 00		814,000.00	•	315,578,00	328,800.40	•	1	12,050.00			246.255.00	W.WW.W	00.646.45	01868109	108,756.00
2 C	STORED CURRENT TOTAL	STORED						5	•		•	-	۰.	*		•	*		. • . •	•	•	*			•	•						-
3	MATERIALS STORED THIS CURR PERIOD TOT			*					×	*			Ŧ		8		9	*	а	*	(•)	•	•	•								
3	THIS PERIOD						•			•		i i		•	*		÷.	2	3	•	1162.00	8800			12,000		*			4	*	•
	WORK COMPLETED FROM PREVIOUS APPLICATIONS			178.560.00	329,773.40	155 KK 00		•	77,831,25	212.550.56	10 000F 18	56 100 (St	er.881.89		00'540'¥95		238.172.00		314,000,00	•	291,575 (20	OF SLOPEIC	3		•	•	•	265.246.00	886	20.576.12	W BAS ULS	108,750.00
	REVISED			00 000 621	24,107.00			*	28, BH 4,00	00561.485	90,108,00	15.738.00	05785,021	•	31,550.00	N SSS &	238,172.00	*	00 000 14	99 99 91 91 91 91 91 91 91 91 91 91 91 9			125251		46, \$73,00	8,000.00		274,928 (0)	89 90 X	37,370,66	00 1665 103	108.750.00
2	SCHEDULED			179.500	87 III 8				P6.554.00	CO 287 782	90,108,00	STRC SI	05.187.421	·	391,550,00	23,945,00	238.172.00	•	B14,000,00		41a,996.00	447,822,00		7,000.00	48.579.00	a,000.00	18,690,50	274,525.00	W,800.00	00.070.16		00'09'10'
8	DESCRIPTION OF			S100 Wood Fremhro	COC Deve & Time -	CON [Com & Tan .	cros Doors & Trim .	EDO Doors & Trim.	1200 Deers & Tim. 1	6200 Cathese	1220 hudden - Per	1120 Rootbro	7100 Westmond	7100 Weinfroofing	2000 \$1000	734D Shower Doors a	AMA - MANANA - MANA		1200 Dryma Damey	2000 Druel Dany	price Proving	MCD Period	11000 Apprendent	11000 Tranholistes	11000 Total essenance	11000 Fas Extendente	11000 Signaya	11200 Daniers	15010 Pre Preteon	15010 Per Pretector	15010 Omiteed Ros	12010 Phish and Thin
	DESCA				L													10						1001 1100	011 WT 134	211 02.184	Q11 09/189	457 00 143	001 100	051 QC Q4	051 QC 244	482.45
A.1	₩Ę S	2		11.00	472.00	62.00	828	12.00	61.572	Cable 472.20	Pase 472.00	474 CD	179.00	Carol 475,00	478.00	LM 478.10	and 477.00	Accel 677.10	Tad arbon	COP 478.10	0900 0900	Brue 450.00	91 69 INC	5	ų T	÷.	Par Par		89 38	REE AG		4

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APCO-TR-EX0163-0023

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FROM PREVICUS APPLICATIONS	4,000.00		6,300.00	6.300.000 85.911.00	6,350,141 65,951,120 5,000,00	6,300,88 85,911,20 5,000,20 1,1,000,30							2 22 10 C		e		× ·	×, v	v												
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DESCRIPTION OF	1 2010 Deno-Stend R		13010 Pine Protection	15010 Pine Protection 15010 Overhead Pose	15010 Pine Protection 15010 Correbard Rose 15010 Pretch and The	15010 Pine Protection 15010 Chrehaed Roug 15010 Pieteh and Thim 15010 Mechanical Mod	15010 Fine Protection 15010 Correhad Roug 15010 Ferein and Trian 1500 Mechanical Mod 1500 Texting - Strend	13010 Pite Protection 13010 Overhead Roug 12010 Present and Titen 12010 Methemoni Mod 1300 Methemoni Mod 1300 Lossionread Sand	13010 Film Protection 12010 Protect and Plong 12010 Mediated Plong 12010 Treating - Shreed 12010 Treating - Shreed 12010 Mediated Set	13010) Pire Protection 13019 Correleaded Roug 13019 Perett and Tam 1300 Meetherical Mod 1300 Meetherical Sold 1300 Meetherical Sold 1300 Meetherical Col 1300 Meetherical Col	19010 Pire Protection 15010 Correlated Round 12010 Foreich and Titm 12010 Foreich and Titm 1300 Mechanical Rue 1310 Mechanical Gar 1310 Mechanical Gar 1310 Mechanical Gar 1710 Mechanical Gar	13010 Pire Protection 13010 Connet And 12010 Pretect and Tim 13010 Mechanical Mod 13010 Mechanical Mod 1310 Mechanical Gen 1310 Mechanical Gen 1310 Mechanical Con 1310 Mechanical Con 1320 Method	13010 Pite Protection 13010 Control Protection 13010 Control Protection 13010 Protection Audi 1300 Matchenical Aud 1300 Matchenical Con 1310 Metchanical Con 1300 Matchenical Con 1300 Mutchenical Con 1300 Mutchenical Con 1300 Mutchenical Con 1300 Mutchenical Con 1300 Mutchenical Con	13010 Pine Protection 130100 Commend Pound 130100 Commender Pound 13000 Meethemetal Muc 13000 Treebry - Shreed 1300 Meethemetal Barb 13100 Meethemetal Barb 13100 Meethemetal Barb 13100 Meethemetal Com 13100 Meethemetal Com 13200 Meethemetal Com	15010 Pine Protection 15010 Overhead Pouc 15010 Protect and Thins 15000 Methomotical Sec 15000 Methomotical Sec 1300 Methomotical Sec 1310 Methomotical Sec 1310 Methomotical Sec 1300 Methomotical Sec 15000	19010) Pire Protection 19010 Connected Round 19010 Connected Round 19010 Meetherchost Mod 19010 Meetherchost Mod 19010 Meetherchost Gen 1700 Meetherchost	19010) Pise Protection 19010) Chember Rection 19010) Chember Round 19010) Meetherclet Mod 1900 Meetherclet Mod 1100 Meetherclet Mod 1100 Meetherclet Gen 1100 Meetherclet Gen 110	19310 Pire Protection 19310 Chember Roug 19310 Chember Roug 19300 Methomati Roug 19300 Methomatical Gue 11300 Meth													
n Mg g	EAE 482.60		422.70	482.70 482.80	422.70 422.85 51.85 51.85	482.70 482.880 482.880 482.880 482.880	482.70 482.80 483.80 483.80 483.80 483.80 483.80	42.70 42.80 61.20 61.20 42.40 40 42.40 40 40 40 40 40 40 40 40 40 40 40 40 4	482.20 482.80 482.00 483.00 483.00 484.00	482.00 482.80 482.80 482.80 483.80 484.80 484.80	482.70 482.80 482.80 483.00 484.00 484.00 485.00	482.10 482.80 482.80 483.00 483.00 484.00 484.00 484.00	482.10 482.80 482.80 483.00 483.00 483.00 485.00 485.00 485.00 485.00	482.10 482.80 482.80 483.00 485.00 485.00 485.00 485.00 485.00 485.00 485.00 485.00 485.00	482.10 482.80 482.80 483.00 483.00 483.00 485.00 485.00 485.00 485.00 485.00 485.00 485.00	482.10 482.80 482.80 483.00 483.00 485.00 485.00 485.00 485.00 485.00 485.00 485.00 485.00 485.00	482.00 482.00 482.00 483.00 483.00 485.00 485.00 485.00 485.00 485.00 485.00 485.00 485.00 485.00 485.00	482.80 482.80 482.80 483.000 483.000 483.0000000000000000000000000000000	482.88 482.89 482.89 483.00 484.00 484.00 484.00 484.00 484.00 489.00 489.00 489.00 489.00 489.00 489.00 489.00 489.00 489.00	482.100 482.800 482.800 483.000 483.000 483.000000000000000000000000000000000000	482.100 482.800 482.800 483.00 483.00 485.00 485.00 485.00 485.00 485.00 485.00 485.00 485.00 485.00 485.00 485.00	482.100 482.800 482.800 483.000 485.0000 485.0000 485.0000 485.0000 485.0000 485.0000 485.0000 485.0000 485.00000 485.000000000000000000000000000000000000		(62.70) (62.85) (62.85) (62.85) (62.85) (63.85	(62.70) (62.86) (62.86) (62.86) (62.86) (63.85) (63.85) (63.85) (48.60	(62.70) (62.86) (62.86) (62.86) (62.86) (63.86	(62.70) (62.85) (62.86) (62.86) (63.80) (64.80	(82.10) (82.10) (82.10) (82.10) (82.10) (82.10) (83.10) (11,0) (1	(82.70) (82.80) (82.80) (82.80) (82.80) (83.80	(62.70) (62.70) (62.85) (62.86) (62.85) (63.65	482.100 482.800 482.800 485.100 485.0000 485.0000 485.0000 485.0000 485.000000000000000000000000000000000000

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Ţ	TOTAL RETENTION WITHHELD	•	•		2,661,34	1,999,47	1,477,10	17 MBM 1	4.85	•			3,168.69	1336.11	2211.02	119272		•	*		8	\$2400	120025	65 B	812 BO	*	×	7,208,50	222	5.9M.20	1,07.80	7,000,00	2,107,10
	CURRENT RETENTION WITHHELD M	•			*	, ,	48.37		*	·						-	•		×		11.00	8	AFUS	12.57	5	,	· · · · · · · · · · · · · · · · · · ·	166.18	14.48	8111	MB	138.88	*1.22
+-	EALWACE TO FINSH	191251	181027		•	•	WCX'I			15'126'1	8124				11.802/2	80	R.W.A	1,102.1	£.02.3	•	,		*	•		•	ŝ				*		
-	PERCENTAGE COMPLETE	8	6	SUNTE	NCO1	NODA	15%	<u>s</u>	1001	ŝ	Ś	ICU/D	1001	2002	Ś	8	8	8	8	RUND#	100	tay	1001	8	1001	SONR	BOV/OR	100%	8	1001	ŝ	1004	
	TOTAL COMPLETED AND STORED		3		24,518.40	13 594.72	14,771,04	19,53472	195 CZZ 'Y	•		•	74.888.15	0.182	22,818,02	\$1.12E.82		·			009853	00 KA 10	25,225,00	£225.03	9,123.00		•	00 000 LL	222.50	55.202.00	19 LI S	00102.61	31.071.00
TORED	CURRENT TOTAL STORED		4	•	•	•				•			3					*				•	*		•	•	•			•			•
MATERIALS STORED	PERICO		,		•	*			· • • •	4				*	*					*	*	*					•			•		•	
*	THIS PERIOD		•	÷.			437.028 ×	•	tinin ti	•					si si						a a a	249 C	24.70	U ST	97 EF		•	Ne. Mar. I	811	1,118.25	12142	285	<i>a</i> 12
WORK COMPLETED	FROM PREVIOUS APPLICATIONS		ł		24,818,40	10,694.72	8.242.38	19 594 77	4,823,85	•			31.588.37	CI.182.23	22.816 00	25.182.82	•	*	*	•	CC 1925 B	81/13	25,416.30	8.63.9	6.24.5K	Ť	1	N.IBI.IT	18.0001	NOWN	15,105.43	REMT.LI	an orrai
	REVISED FF	4,023,68	\$\$1255.*	•	24,812.40	19 694 72	22 103 81	18,684.73	4,923.62	43 CZ 5'	1,572 W		33 ABB 27	C1'19E'3Z	25,257,13	25,251.13	6.307.78	E.W.F	6.327.75		888	82,480.00	215240	888.9 8	SORC'S	·		2000	122.50	001546.52	18,478,00	18,201,50	
3	SCHEDULED	19 (28')	4,923.53	•	24.818.40	19,634.72	18,694,72	19,034.72	2005	123,272,1	4,323 68		The mess re	E1.182.EZ	C1 152 22	C1.102.25	6337.76	97.7C.9	11/2223	•	8,525,0	80,000	25.9250	6,2115 CO	8,120.00	•		MCMOEX	1,232.50	20,0953.00	(1), 67% (0)	90 HE EL	31.021.00
n	DESCRIPTION OF	ISO20 HVAC Set Tem	15000 HVAC Start Up	WAC 481 Pace	S220 HVAC Pre Rec	1920 WACFAUN	ISTED HVAC Rough C	1900 MACCONTRA	15020 HVAC Sel Care	19020 MVAC Set Trim	SOO HVAC Shelle	HVAC Commen	ISTE HVAC PIEROS	15020 HVAC FAU MA	13020 HVAC POUND	15020 HVAC Condered	15020 HVAC Set Care	18030 HVAC Set The	13020 HVAC Shertin	Prenting Beich	March Comments	13010 Purbing Euco	15010 Premiero UIG E	1 SUL PARA	15010 Preset Streets	TSOTO Preses Stretu	I INT DAVANA	1210 Prehry ADV	13010 Plantony Oran	15010 Planderg Slowy	15010 Plenting A/0 S	15010 Planting Ard C	12010 Prestanting Alls
				-											518.00 130	518.00 150	021 00,052	Ø1.00 160	821 00 130		23.00	504.00 1S	625.00 1S	28.00	81 00 13	27.10 15		228.00	228.00	20.00	21.00	1 828	10000
र	μĔά	ater 500,000	800	hannel -	bber 508.00	mare 510.00	Prince 511.00	Mar 512.00	907US	Inter 514.00	Indee 515.00	ł	Inter 516.00	bree 517.00	51B	tained 519	200	8 M	23 14	I	2	Q Mar	2		1		J	1			04		ينينين

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APCO-TR-EX0163-0025

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t		-dimensionari					WORK COM	PLETED	MATERIALS	STORED	· · · · · · · · · · · · · · · · · · ·				
	ITEM NO.	DE	SCRU	PTION OF	SCHEDULED	REVISED	FROM PREVIOUS APPLICATIONS	THIS PERIOD	THIS PERIOD	CURRENT TOTAL STORED	TOTAL COMPLETED AND STORED	COMPLETE	BALANCE TO FINISH	CURRENT RETENTION WITHHELD	TOTAL RETENTION WITHHELD
Instere	\$\$4.00	12	in loid	writing Tube	00.040,72	37,040.00	35,188.00	140.80			35,928,80	97%	1,111,20	74,08	3,392,88
inter	535.0X	19	5010 P	uniting Patur	\$5,513,60	\$5,513.00	44,410,40	11,102.60	4	· •	\$5.513.00	100%	<u> </u>	1,110,28	5,361,30
Intere	538.0	2 15	5010 PI	lumbing Equip	15,975.00	15,975.00	15, 176.25	798.75	· · · · ·		15,973.00	10071		78.58	1.597.50
inter	637.0	0 18	5010 P	Kembling Cond	5.584,00	5,584.00	5,472.32	111.58	•		5.584.00	100%		11,17	558.40
Inter	538.0	<u>s</u> t <u>i</u>	2010 P	turnhing Teattr	8,286.00	6,555.00	8,137.79	171,32			8.309.52	87%	258.95	17,13	08.003
Inter	539 0	0 11	5010 P	turding identi	2,112.00	2,112,00	·····		1	L		0%	2,112.00		
inter	540.0	<u>a 1</u>	5010 P	Turntsing Insula	10,120,00	10,120,00	9,614.00	202.40		ļ	9,516,40	<u>97%</u>	08,600	20,24	961.64
300	540.0	<u>n</u>	9010 P	Nexting Insula	77,786.00	77,788.00	77,788.00		<u> </u>	L	77,708.00	100%	÷		7,778,80
EAR	540.0	<u>x 1</u>	5010 F	Numbing Insula					<u> </u>	1		BONISI	· · ·	*	
àstar.		_		^P hanking 2nd P	*			•				#ON/O		*	
tester	5411	<u>» </u>	19010	Manising AVG Y	73,093,00	73.093.59	71,631.14	1.01.0	-	<u></u>	13,093.8	100%		148,19	7,309.30
tenteur	542	00 1	18010	Pharebing Deale	7 232 50	7,232.50	7.007.84	144.84	-	-	7,212.5	0 *80%		14,48	723.25
Inches	543	<u>00 1</u>	15010	Plumbing A/G (18,478.00	18,478.00	18,105.40	369.5			18,478.0	0 100%		36.95	1,847,80
tertag	544	00	15010	Planting A/G	79,231,00	72,331,00	77,744.31	1,536.6			78,331.0	0 1001		158.96	7,533.10
inte	543		15010	Phanking AIG	g 31,071,00	31,071,00	30,449.98	s <u>ca</u> .e	<u>ц </u>		31,0710	c 1009	<u> </u>	<u>e.</u> 1	3,107,10
1-00	1 348	00	15010	Plumbing Tube	37,040.00	37.040.00	33,336,0	2,704.0	<u>.</u>	<u></u>	37,040.0	009	<u> </u>	378.40	3,704.00
leste	d 847		18010	Phanblog Pate	53.013.00	53.513.00	10.859.1	<u>18.653.0</u>	•		55,513 (1005	4	1,685.3	00.178.2
inte	- 545	.00	15010	Plumbing Eq.	15.975.00	13.975.00	16,178.2	798.7	<u> </u>	it in the second se	15.9751	1001	<u>.</u>	71.8	1,997.50
tente	<u>n 543</u>		15010	Plumbing Con	d <u>5.584.00</u>	5,584.00	5,472.3	2 111.1	<u>e</u>		3.584	20 1007	s	<u> 117</u>	538.40
latio	- 55	000	15010	Particip Tes	ar 8,556.00	5,556.0	7,709.4	<u>o m</u>	<u> </u>		7,890.	<u>ni se</u>	s 685.28	17,1	1 788.07
200	er 651	.00	18010	Plambing iser	<u>sa 2,112.00</u>	2,112.00						0	\$ 2,112.00	2	-
M	- 56	200	18010	Phone ing	4 <u>10,120.00</u>	10,120.0	9,614.0	202.4		<u>.</u>	9.816.	40 97	<u> 303.60</u>	202	4 5981.64
d'	<u> </u>	2.00	15010	Plumbing lass	4 83,076.8	83,075.8	83,075.1				<u>63.075</u>	80 100	<u>no</u> <u>(</u>	<u>n</u>	8,307.58
<u>y</u>	<u>18 55</u>	2.00	15010	Plumbing Insi								BERVAR	4	+	+
Â		<u>-</u>		Picetiting 3rd					+			- #CRV/08		+	
O	1	3.00		Phaniking A/G	****			1	and an a second s			1			1
-		4.00		Pumbing On			······································			·	7,232	50 100		<u> **</u>	
Ť	1	8.00		Plumbing AK	1			1	The second s		17,921	.72	rn 5542	8 31:	1,792,1
J.	1	8.00		Plumbing AM		, a fearmainn an the state of the		45 1,388	<u>e</u>		76,991	.07	ns 2378.0	0 158.	15 7,895.1
1		7.00		Photom AN	1		0 17,963	90 .			17,963	90 9	3,107.1		2,798.2
J=				Pioneino To		0 37,040.0	22 632	20 740	<u>en</u>	<u> </u>			C 100.0	10 74	ca 1,037.2
Sta in	ter St	9.00	18010	Plumbing Pa	nor 55.513.0	0 55,513.0	0 33,207	80 22,208	20	·	. 55,513	0.00 10		1,210	sa <u>3.891.3</u>

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-	<u></u>	<u> </u>		8	<u> </u>		D	<u> </u>	F	G	Н	l	1	<u> </u>	L
	ITEM NO.		DESCR	IPTION OF	SCHEDULED VALUE	REVISEO SCHEDULE	WORK COM FROM PREVIOUS APPLICATIONS	THIS PERIOD	MATERIALS THIS PERIOD	CURRENT TOTAL STORED	TOTAL COMPLETED AND STORED	PERCENTAGE	BALANCE TO FINISH	CURRENT RETENTION WITHHELD	TOTAL RETENTION WITHHELD
1007	569.0	00	15010	Plumbing Equip	15,975.00	15,975,00	13,178.23	798,73	·		15,975.00	100%		79,88	1,397,50
-	581.	00	13010	Plumbing Const	5.554.00	5.584.00	5,025,60	111,58	· · ·		5,137.28	52%	44E.72	11,17	512.13
Mer L	562.1		15010	Plumbing Tasis	00.685.5	1.565.00	6,632,60	171,32	*		7,024,12	82%	1.541.88	17,13	702.41
	563.		18010	Planting Ident	2112.00	2,112.00	*	*			<u> </u>	0%	2,112,00		
	584.		15010	Planking insulu	10.120.00	10,120,00	5,614.00	202.40	· · · · · · · · · · · · · · · · · · ·		8 015.40	97%	303 50	20,24	901,5
	584	.00	15010	Physiolog Insula	\$2.357.CC	62,837.00	62,857.00			<u> </u>	62,857.00	100%		*	6,285.7
35	584	60	18010	Plunding Innut								POW/RI			
ster (Plumbing 4th Fi	-		.	•				IONNON			·*
stars	585	100	15010	Phonotoing A/B Y	73,093.00	73,053,03	71,631,14	1 481.85	. *	÷	73,093.0	100%		148.79	7,309.1
nter	568	100	1:5010	Pleasibing Drain	7,232.50	1,232,50	7,067,85	144.65	· · · · · · · · · · · · · · · · · · ·		7,232.9	100%		14,47	723.
nter	357	7.00	15010	Phanistery AX3 1	18,476,00	18,476.00	17.562.20	369.52	·		17.521,7	2 \$7%	554.28		1,792
inter			15010	Planiting AKG	79,331.00	79,331,00	75.384.45	1,588.82			76,951.0	7 97%	2.373.93	158,64	7,600
hiter	561	2.00	1.0010	Phintsleng AVG	31,671.00	31,071.00	79,517,45	61.0	-		30,138,8	7 974	\$32.13	\$2.14	3,013
i nsiger	571	0.00	15010	Plumbing Tube	37,640.00	37,840.00	29,632.00	740.80	· · · · · · · · · · · · · · · · · · ·		35372.6	0 823	5,557.20	74.0	3,037
lontere	57	1.00	1.8010	Plumbing Flat	s 55,513.00	55,513.00	11,102.80		÷		11,102.0	ie 209	44,410,40		1,110
inite:	a 377	2.00	15010	Plumbing Ecul	15,875.00	13,975.00	7.547.5	j			7,9872	501	7,987.50	•	79
(rytup	e 57	300	15010	Plumbing Con	e <u>3.504.00</u>	3,584.00	5,472.3	111.6			5,594.	1001	4	11,1	
inte	m 57	14.00	18011	Pienting Tes	s.368.00	8,568.0	L 137.7	o <u>171.3</u>			8,305,	72 87	205.93	17.1	<u>, n</u>
inte	- 57	100.00	15014	Pituriting Mer	2,112.0	2,112.00	×	•					N 2.112.00	•	
lote	m 57	78.00	1501	Planding iner	10,120.0	0 10,120.0	9,614.0	0 202.4	0 .		9,815.	40 97	s 393.80	20.2	<u> </u>
الحد	r <u>s</u>	76.00	1501	O Plantsing Inst	5 7,861.2	0 7,881.2	5 <u>7,#81.2</u>	•			7,885	20 107	×	<u> </u>	71
-		75.00	1601	O Pharmbling Loss								KOTVIDI			
hol	<u>e s</u>	07.00	1600	C Electrical Eng	pr 25.83×.0	0 25,834.0	0 13.950,0				13,160	00 34	11,004.00	<u> </u>	او،
he	<u>ad s</u>	<u>99.00</u>	1600	O Electrical Mo	10,000,0	10,000,0	0 10,000 (10,000	00 190	<u>s</u>		1,00
<u> </u>	<u>en s</u>	018.00	160	X) Electrical Of	ber 20.000 (<u>20,000.0</u>	0 18,000,0				18,000	<u>.00 80</u>	*,000.0	<u>. </u>	1.0
he	<u>a.</u> 5	00.00	150	Dectricel Pro	18 12,500.5	20 12,500.0	12,500,	8			12,500	00 100	<u>~</u>		12
<u> </u>		00.188	160	C Electrical Pa	10,833 (90 10,633.0	10.833.	x			. 10,833	30 10	rs (03	ŋ .	1,0
<u> </u>	<u>eax 3</u>	s#2.00	160	00 Electrical So	bm 1,666.	00 1,665.0	1,668.	00			- 1,666	100 100	n		
1	14 3	5453.00	180	00 Electrical Su	20.000	60 20,000 (x 20.000	α .			. 20,000	.00 18	n .		2.0
L ha	-	00.168	180	00 Electrical Lig	nt 105,000,	00 105,000,0	00 106.000				- 106,000	1.00 10	* .		10,6
	-	583.00	180	00 Electrical De	ne 63.000	00 53,000	05 83,000			+	- \$1,00	10 10			. 8.3
i) ₁₀		566.00	180	00 Electrical Lo		50,000,	00 47,500				- (7,50	100 1	5% 1,500.0	20	47

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-	A.1	أسيستعصيه	8	<u> </u>		O WCRK COM	E PLETED	F MATERIALS	G STOPEN	H	territori de la constante de la		<u>K.</u>	<u>، ۲</u>
	ITEM NO.	DESC	RIPTION OF	SCHEDULED VALUE	REVISED	FROM PREVIOUS APPLICATIONS	THIS PERICD	THIS PERIOD	CURRENT TOTAL STORED	TOTAL COMPLETED AND STORED	PERCENTAGE COMPLETE	BALANCE TO FINISH	CURRENT RETENTION WITHHELD	TOTAL RETENTION WITHHELD
	586.00	16000	Creative home	45.040.00	45.040.00	40,716.00				40,716.00	400	4,324,00		٤,07١
×	587.00	16000	Electrical Under	85,000,00	85,000.00	93,000.00	· · ·		•	83,060,00	93%	2,000.00		5,300.
	583.00	18000	Electrical Garag	400,000 00	400,000,00	390,000,000		*		360 000.00	99.96	10,000,00		39,000.
	388.00	16002	Elecuical 1st FI	75,000.00	75,000.00	73 250 00				73,250.00	28%	1,750,00		7.325
	590.00	18000	Electical 1st Fi	10,000,00	10,000,00	9,090.00				9,000,00	90%	1 000.00		900
2	591.00	16000	Electrical 2nd F	75,000 00	75 000 00	73,250.00	·			73,250.00	98%	1,750.00		7,325
la	\$92.00	1500	Electrical 2nd l	00.000.01	10,500.00	3,000,00				8,000.00	90%	1,000,00		90
	593.00	1600	Electrical 3rd F	75,000.00	75,000.00	73,290.00	· · · · · · · · · · · · · · · · · · ·			73,250.00	95%	1,750.00		7,325
#1	594.00	1600	Electrical 3rd F	10,000.00	10,090,00	9,000,0		•		9,000.00	90%	1,000.00		90
F.4	595.00	1600	Descincal 4th 7	75,000.00	75.000.00	71,250.00		*		71,250.00	95%	3,750.00		7,52
	596,00	1600	Electrical 4th /	10,000,00	19,000.00	5.000.00		×.		5,000,0	50%	5,000 00	*	
• •	596.20	1800	O Rough and Fit	33,800,00	33,638,69	-	· · · · · · · · · · · · · · · · · · ·	•			275	13,600,00		L.
oce	697.00	180	Contractor Fe	460,131,30	480,135.30	480,135.3	•			480,135.3	0 100%			48.0
-	\$97.00	100	Camoo Conin	220,999.05	220,699.05	118,217,5	54,052,19		<u> </u>	172,209.3	2 76%	48,399 73		
am	597,00	10	X) Gomaicos Co	- 229,449.73	729,449.75	223,311.4	2			223,311.4	7 575	8.138.28		Į.
			BUILDI	15.452.851.89	13,452,851.69	13,571,748.4	221.329.51	•		13,793,077.9	9 401V/01	1,659,773.90	16,724.73	1,339,74
	BUILO	ING 9				+ 4 7								
eL	558.00	0 23	30 Landeceping	(1 87,750.00	87 750.00						0	87,750.00	<u> </u>	
Sian	359.00	0 57	00 Reinkonskog S	A. 113.855.50	113,555.50	113,855.5	0 +			113,865.	50 1001	(0.00		112
haa	359.00	0 31	00 Reinforcing S	10 56,005 C	95.005.00	96,005,0	ð .			\$6,005	20 120	k		\$.9
ente	600.0	0 51	00 Rentoring I	Na 239,127,75	5 239,122,7	5 239,122.	5 -			239,122.	75 100	si		70,1
Aca	1000	0 5	CO Reinforcenty :	Stel 180,000.00	0.000.081	000,000	×0			180,000	00 100	4 -		18,0
Con	\$01.8	10 2	100 Concrete Ex	can 127,500,0	0 127,500.0	006, 127,600	no .	-		127 500	9 0 100	S		12.
r Gor	502.0	x a	Concrete Pla	160,000.0	0 160 000 0	6 160,000	20 .			160,000	60 100	8		18,
<u>L</u> er	- KO.O	x x	300 Concrete Fo	rm 300.000.0	0 200,000,0	000,000	00			300,000	00 100	× .	· ·	30,
<u>L</u> or	504.0	00 3	300 Concrete Fo	man 80.000.0	0 80,000,0	80,000	90 ·			80,000	00 100	N		8
Cur	a 603 0	00 3	300 Cancrese Pi	180,000.0	180,000 0	160.000				160,000	00 100	s		18
<u>Lo</u>	w 506.0	00 3	XXX Concrete Pr	inn 360,000.0	0 360,000 1	0 360,000	. 00			360,000	aa 180	× .		30
2000	p 607.0	00 3	300 LL Watyme	ana 194,015.0	xa 194,014,1	110.028	38		-	110,021	25 57	* 63,5561	5	11
The	a 608.0	00 2	450 Present Co	sere 113,000.0	113,000 0	10 87 040	<i>(</i> 9 -	1		87,040	49 71	25.959.2	n -	
'n	er 509.0	00	ASC Process Co	113,000.0	113,000 (97,540			•	87.040	anna geanna	× 25,959 :		1
Ties	an 610	ca i	450 Precest Co	113,000 (00 113,000.0	00 87,040	43 -	1		17.04		25,959.1		

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C	A.1	1	L.	9	C I		0	E I	F	G	м	· · · · ·	J I	κ. [L
ſ				The second s		ì	WORK COMPI	LETED	MATERIALS	STORED	1				
	ITEM NO.		DESCRI	PTION OF	SCHEDULED VALUE	REVISED SCHEDULE	PROM PREVIOUS APPLICATIONS	THIS PERIOD	THIS PERIOD	CURRENT TOTAL STORED	TOTAL COMPLETED AND STORED	COMPLETE	BALANCE TO FINISH	CURRENT RETENTION WITHHELD	TOTAL RETENTION WITHHELD
Ther	\$11,00	0	3450 F	recest Concre	113,093,02	113,000,00	87,640.49	*			87.040.49	77%	25 959 51		8,704.05
gent	\$12.00	<u>.</u>	4100 k	Lasany CMU	249,200,00	249,500.00	249,300.00				249,300.00	100%			24,930,50
170	<u> 8130</u>	0	*100 ×	lasony Thin B	310,700.00	310,700.00	294,724.00		*		284 724.00	\$55	15.975.00		28,472,40
Hour	813. K	0	5100 1	in, Matei Parse	257,237.00	267,237.00	207,237,00				267,237.90	100%	*		26,723,78
Noor	8-3.2	9	5100 I	tat. Nietat Rail .	48,000.00	45,000,00	45,000.00				45.000.00	:00%	· · ·		4,500.00
Noor	613.3	٥	5100	Est. Spron	45.000.00	43,000.00	40,350.00		· · · · · · · · · · · · · · · · · · ·		+0.550.00	90%	4 450 00		4,055,00
Noor	513.4	0	5100	Baloony Post	100.000 001	100,000,007	100,000 00	•			100.000.001	100%			10,000,00
Noor	813.5	50	5100	Batoony Embed	67,000.00	67,000,00	67 000 00				67,000,00	100%	· ·	*	6,700.00
Noo	513.5	<u></u>	5100	Belcony Rate	200,000.00	200,000.00	190,000.00	+	*		190,000,001	937	10,000,00	*	19,000.00
Hoes	813,3	70	5100	Extenior Reel C	39,000.00	39,000,00	29,250,93	÷	*		29,250.0	75%	9,750.00		2.925.00
Noo	613.4	80	5100	Exterior Dasa F	10,000.00	10,000,00	10,000.00				10,000 0	100%		*	1,000.00
Nao	613.1	20	5100	Shae Oniversity	10,278.00	10 278 00	10,279.00	•			10.279 0	100%	(1.00)		1,027,50
OM	614.)	200	6415	Granite / Marti	124,088,50	124,088.50	73,281.00	•	· · · · · · · · · · · · · · · · · · ·		73 281.0	0 50%	50,807.30	•	7,378,10
New	613.		5100	Macultaneous	\$ \$1,283 70	51,283.70	51,263,70				51,283.7	0 100%		*	5,128.37
Gas	625.	.00	6200	Doors & Trim -	3,000,00	3,000,00	3,000,00		*		3,000.0	g 100%			300.00
Noc	\$13	00	\$100	Macollaneous	4	-		-				ADRV70		÷	
TEK	515	10	5100	Man. Steel	73.000.00	75,000.00	· · · · · ·				-	01	75,000 00		•
2:03	n 816	001	6100	Franking - 1st	199,015,00	199,015.00	199,015,00				199,015	1001 O			18,901.50
1	617	.00	6100	Frankrig - 181	245.918.00	245.918.00	245,918.00				245.918.	1001		*	24,591,80
zan	n 818	100	6300	Framing - 2nd	L 177,141.0X	177,141 0	117.141.00				177.141.	20 1001	k	<u>.</u>	17,714,15
20	n 610	2.00	6100	Franking - Lod	223 547.0	228,547.0	229,547.00	-			229.547.	00 100*	5		22,954.75
221	- 820	2.00	\$100	Framing - 3rd	177,141.0	177,141.0	0 177,141,00				177,341	00 102	5		17,714,15
110	vn 821	1.00	6100	Framing - 3rd	1 226,033.0	226,039.0	0 228,039,30				276,039	00 100	s	<u> </u>	22,503.9
S.	in 62)	2.00	Bio	Prarning - 4th	1 162,032,0	0 162,032,0	0 182,632.00	•			162,032	00 100	5		16,203,2
3	un 02:	300	FiC	Framing - 4th	146,841.0	0 146,941.0	0 145,941,00	1			146.941	00 100	<u>s .</u>	<u> </u>	14,594 1
9	<u>rd az</u>	<u>* 00</u>	610	Framing - Ro	61,645.0	0 \$1,646.0	0 <u>81,6×6 (x</u>	<u>, </u>			61,646	00 100	<u>.</u>		6,164,5
<u>Q</u>	and a summer of the second	5.00	510	Praming - Ro	o/ 179,580.0	0 179,580.0	20083,671 0				179.500	.00 100	<u>n.</u>	-	17,958.0
3		8.00	620	Coors & Tres	- 8339.197 :	0 339,197.5	v 300,695.30	<u>, </u>			303,695	50 90	~ 35.502.0	•	30,3484
N	ab 62	6.00	620	Cabinetec bi	loc .		90,635.0	s .			90.515	00 1011/0	(00,625.0		9.063.9
9.	2 2	12.00	620	O Coors & Tran	14							- #01V/0			
Ng.	23 200	00.05	620	0 Doors & Trin								10/1/10		-	1
3	014 52	26.10	820	Doors & Tris	85,854.0	96,8641	20 81.5564 S	o .		*	81,854		13 5,000 0	0	8.186

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	TOTAL RETENTION WITHPIELD	200522	051953	15.813.81	4.817.00		N(5)		arina	*	22 C10 M		27,088.00	MARIE			1200.00	*	*	01.034.07	*	3,600.00	1,737,86	OTHER D	8,700.09	,	88	893	01.192.0	300.00	1,060,00	•
¢	CURRENT RETENTION WITHHELD	•		· · ·					*	*	*	•	1,530.00			·	1.201.0	Ŧ	, ;		,	•		•	•			•			•	
╉	EMIANCE FWISH	CL BOR IN	29,235.00	81.872.1	187.90	×		So see of				52078,387	147,708.00	134.246.00	81.815.821	7,800,00	34.646.00	00.000.8	a may	00 98 C 8				•	21.750.00	14.290.00		¥		•	2,000,00	*,000.00
-	PERCENTAGE COMPLETE	785%	att.	N.GG	r,	DWQ	-XCOOL	ß	E.	ig NOt	ŝ	Ś	5	Ę	g	đ	£	8	8	3 ⁴ 53	DV/D	100	NOO)	1007	ģ	£	100%	1004	180	1001	84% 	8
Π	TOTAL COMPLETED AND STORED	705.496 XD	95,315,00	136.159.62	46,170.00	•••••	30,052,140	,	201.172.002		06.121.082	•	2/0.990.00	0 W CI C			12,000 00			262,021,00		00'00 % 16	00 01 5 15	123 956.00	87,000,00	•	97'990'7	8,000,8	00 114 28	5,009,00	10,500.00	
STORED	CURRENT TOTAL STORED																			-									-			
MATERIALS STORED	THIS PERIOD		•				*		÷	•	•	•		•		.*	÷		*			. *	*			1		8				
TEO E	PERIOD	-	*			•		•	•		*		00'00C \$1			*	12,000	•		•				¥		,	•	*				*
WORK COMPLETED	FROM PREVIOUS APPLICATIONS	205,496.30	100 918 56	156,158.82	48.174.00		00 0997 142		W(1).82	•	880,132.50	*	255.520.002	313, 673, 49		<u>.</u>	*		· · · · · · · · · · · · · · · · · · ·	265.251.00		00,000,00	8461	00 386 513	87,000.00		4 000 W	8,000.8	00 146 W	\$000	10.002.01	
	REVISED	264,355.00	125,150.08	00'96'1'8'1	123,797,50		899.18	39,965.00	231,17,00		690.132.50	155, 870.75	418,696.00	447,822.00	125216.19	7,600.00	46.578.20	3,000,00	13,600,60	274,926,00	**************************************	X, 500 0X	37.370.00	623 SAS (523	108,730,00	14,250.00	80 900'¥	6, 200,00	0011658	5,000.00	12,330,00	4,000,00
	SCHEDULEO	284,356.00	125159.00	157,738.00	122,797.50		80.000	39.585.00	128.172.00	•	840,122.50	108.870.25	418,698,00	00 CID (M	125,278,18	1,800.00	46,573,00	3,000.8	18,650.50	00 326 7/2		00 003 W	30 JUG 20	COLMS OF			0000*	8,300.00	IN THE REAL OF	200003	12,500.00	4 000.00
•	DESCRIPTION OF	Con Colores	7230 heudelien Fire (man lock	7100 Waterproxfing	7100 Wanny months	1240 Stores	TRUS Rever Cooo a	Water - Mark	Windows - Make	Drynol Dannyl	•	Provension (contra	Pairing	11600 Applances[buc	11000 Treehchass	11000 Total econori	11000 Pre Ectequishe	11000 Stymps	IAZO Devetos	14200 Baratan	12010 Pre Protection	18010 Pre Preseduns	13010 Development Raug	1200 Print and The	10010 Testing FL P.G	1 2010 Demo Stardow	13010 Paul Protection	15010 Ownhand Roug	18010 Philip and Tria	1500 Nicharical Mo	13010 Tastey - Stored
	DESCH					·			1980	0 8580		0028		3300														18 1	031 02303	15	51/28 IS	620.KG 150
2	ē?	62 K 20	827.00	\$28,00	00,820	629 00	898	550 YO	at 100	Accel 631.10	144 ER.00	Cate Era.M	Carp 500.00	844 84.88		Here \$25.10	11-1 CS 23.20	Free 625.30	7446 EX 40	SED T	888	EAE ESATO	EAE DA.70	C. 850 30	Qre caro	NE CMM	Det 104 10	Basel II		- 1		Neue co

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APCO-TR-EX0163-0030

			WORK COMPLETED	a 03131	MATEXIALS	STOREC				×	
	SCHECALLED VALUE	KEVISED SCHEDULE	APPLICATIONS RECENTIONS	-00 	n S N N N	CURRENT TOTAL STORED	TOTAL COMPLETED AND STORED		RALANCE 70. 7 NIGH	CURRENT RETENTION WITH RELO	TOTAL RETENTION WITHHELD
1310 Martinet Gro	1,723.23	# £ 32.27 ° 3	2. 2. 2.				1200.05	4459 9	(3.12)		120.021
7782 Mechanical Col	1.000.001	0.22		-	7			.5	1.88		
WVAC 121 From				1				100 March 1	c		2
SOUTH NAC Parties	070228	20 202 X	00.942.5	*			100 347 °	1003		2	52825
12038 HVAC PERSON	47 839 m2	0 * 819 * *	Le stand				12 P. 17	100		4	2,285,24
15020 SeVAC FAU 84	19,804,72	24. MET 112					7.2, 842,9,72, 8	Yeau.		1	1.580.47
WVAC Reage 0	18,404,77	13,836,72			~		27.828.01				1,202 4.7
13020 HVAC Ocerteral	1 (1941)	12,834,72				-	CL 95 9 61		- 4		1,262,47
19920 HAVAC SH CAN	4, 303,800	2) (23 (2			r		457153	1003		-	492(33
15020 INVOSETTO		AN CERTY						ŝ	93 628 ×	*	
15020 PAVAC Start Up	5% C # 5 '9	882 K.2.5 *						. Š	4,223.88		
HWAS, 2nd Flow								100			÷
Tarte HVAC Pre-Beeck	24,818,40	CV 813.42	24.818.40				24,8113,42	132.2			2.451.34
TOOD HVAC PAU MA	19 634/72		27.102.61				10,000	200° -		 A state of the sta	7, 260 A7
SEED PRIME REVIEW D	19,654.72		12,004,12		4 		19.6%	\$\$. \$2. \$2.	And Annual Control of the Annual Control of	× .	1,945.47
1920) HWAC Condense	27.349-01		10,694/72				12 AGE 12				1,362 47
DESS PAAC EN CON	A \$2.5.58	4, 12,3,639	A 1222 923				45 C23 V	22			482 234
15020 HVAC Set Tron	1997275	40 CCC 2		no server se					201225	,	2 Log door firebook a serving contraction of
10030 HVAC SUMMO	\$ 57.25							8	15 CCS 7	100	£
NVAC 3M Plan								N.V.C.			- †
MVAC Pre-Pros	27 818 40	24,613.40	0 SABAS				24,512,40	60 C	A second se	1	2.651.24
HVAC PAU No	C2.899.67	13,634.772	12,384,73				21. FUR 61	8			1,800,47
COTA HVAO Reach O	12,034,72	19,634,72	24 HAR 61	*		2	24. 2 (1) (1)	100	A.	2	1.9636.1
15020 HVAC Constant	2.948.8.	19,64	12 808 12	-			2.4. 2003 No.	2003 2			1969.47
16320 FNAC Sal Con	es125 y	- 273.63					V. C.W.Y	802 I			10 A
12220 HNAC BA Phys	4,923,86	12. 12. 12 N	na serie de la constante de la La constante de la constante de	900 vol. 2000 vo			annon se contra da contra de co	8	9 CZS Y	63	
15020 HVAC Start Un	\$3\$£25}+ ·	50 C267					2 (1997)		WCT -		-14,000,017
HVAC 48 Mar			Standa vene (S), s an a standard transmission (S), s a standar				,	WARK.			
2020 NVAC Pro-Incod	24 55% 40	24, 81, 81, 81	20,678.42				24.512.42	65			2401.54
12025 YVAC FALL VA	12, R23 7 2	2 10 10 10 10 10 10 10 10 10 10 10 10 10	7.2 (6) 6 (6) 6 (7)				12,928,01				7,854,7
SOLD HUAC REAL O	2.1 4427 8.5	2	×202/3.	25 CU/2			23,542 52		0.9497	101	
15000 XVAC Curdens							347 F V2 4 F			**************************************	

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Face Mick 7.4

APCO-TR-EX0163-0031

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Γ					L	WORK COM	PLETED	MATERIALS	STORED		T			
	ITEM NO.	DESC	RIPTION OF	SCHEDULED VALUE	REVISED	FROM PREVIOUS APPLICATIONS	THIS PERIOD	THIS PERIOD	CURRENT TOTAL STORED	TOTAL COMPLETED AND STORED	COMPLETE	BALANCE TO FINISH	CURRENT RETENTION WITHHELD	TOTAL RETENTION WITHHELD
Inter	667.00	12020	HVAC Set Con	4,923.58	4,923,58	4,923.08	· ·	· · ·		4,923.68	100%	-		492.37
inter	666.00	15020	HVAC Set Tem	4,923.68	4,923.68		s:	•		• .	0%	4,523.68		
Jester:	689.CI	15020	HVAC Start-Up	4,923.68	4,923.68	*.	2	•	:	÷	0%	4,973.88		•
Jester	•		INAC Common				р. Паралана Мара	•			aCity IOs	4		
Instead	670.0	1 1 5020	HVAC Pro-Roca	31,688,87	31.688.87	31,686.87	•	**		31,588,87	100%		· · · · · · · · · · · · · · · · · · ·	3,168,09
riter	671.0	0 1308	HYAC FAU NH	23,351,13	25,351,13	25,381.15		•		25,351.13	NOOTIN			2,535,11
Inter	872.0	1 1502	HVAC Rooph D	25,351,13	75,351.13	22,816.02		•		22,516.02	90%	2,505.11		2,201,60
Jestier	\$73.0	0 1502	HVAC Condens	25,351,13	25,361,13	12,573,46				12,675,48	50%	12,873,87	*	1,267,55
tertage	574.0	0 1502	HVAC See Con	6,337.78	5,337.78	6,337.78		-		6,337.76	100%		÷	603.71
lester	675.0	1802	HVAC Set Trim	8,337.78	8,337,78	*			1		0%	6,337,78		
Scotes:	878.5	1507	O HVAC SUR-US	6,337,78	6,337.78	~		-		-	0%	6,337.78	*	a.
inter			Phonebing Balo		÷	•		•	-		NOTVICE.			an an tai
inter	877.	36 1501	0 Plumbing Part	. 0,535.00	8,533.00	8,364,3	170.70			8.535.0	100%		17.07	853.50
inte	678)	30 190	O Plumbing Expl	52,400,00	\$2,400.00	\$1,152.0	1,248.00			61,400,0	100%	•	124.20	6.240.00
inter	679	00 190	ID Plumbing UG	5 25,935.00	23,435.00	25,416.3	518.70	-		23,935.0	1007		51.87	2,593,50
arrow.	a 690.	00 150	10 Plumbing UKG	5 6,285.00	6,285.09	6,159.3	125.79			6.235.0	1009	•	12.67	628.80
tate	e 6811.	60 190	10 Precist Stud	8,178.00	9,128.00	8,945,4	0 182,55	-		9,127.9	s 1009	0.04	18.28	fr2.80
ER	E 651	<u>00 150</u>	10 Nillad SZ.4K k		<u> </u>	<u>.</u>	<u> </u>				RUNOR	<u> </u>	L	<u> </u>
Inte	4	<u> </u>	Plumbing 1st	<u>e</u>	-			1			#DIV/01	Į	*	
ma	- 582	.00 130	10 Phartaing A/G	Y 73,083.00	73,093.00	1 71,631.1	4 1,411.M			73,090.0	d 3001	ų	146.16	7,309.30
ins	w 980	.00 155	Planting Dre	n <u>7,332.50</u>	7,232.5	1. 7,087.1	144.8			7 232	1001	N .	14.44	723.25
-	er 504	.00 196	110 Plumbing Sia		55,963.0	54,843	4 1,119,21	•		55, 963 (xo 100'	×	111.8	5,596,30
de	an 600	100 18	10 Parencing AK	18,678.0	18,026.0	18,106.	18 380.5			18,4781	x) i00	<u>.</u>	26.36	1,847.80
) Here	nr 585	10 10	TO Planting AK	10 78,331.0	19,331.0	0 77.744	35 <u>1.556 E</u>			79,331.	30 100	×	154.0	1,502.10
30		1.00 15	DIC Plantating AA	34 31,071.0	0 37.071.0	0 30,449.	58 821.4	2		31,071	00/0	s .	<u>a.</u>	1 2.101.10
8-		10 10	TO Primario Tu	59,543.0	0 37,040.0		3,764.0	•		37,040	00 100	<u>.</u>	370.4	0 3,754,56
J.		R.00 15	010 Plantsing Po	aur 55,513.0	0 55.513.0	0 44,410.	40 11,502.6	¢		\$6,513	00 100		1,110.2	5,051,34
3	<u>ta</u>	100 13	010 Parabing Eg	15,975.0	0 158750	0 15,175	25 796.7	<u>s</u>		15,875	00 100	<u>n</u>	79.5	6 1,397.3
J.		1.00 10	010 Piumbing Co	nd <u>5.554.0</u>	0 5,584.0	0 5,472	32 111.6	8		5,584	90 100	ra .	11,1	7 555.4
3	<u>tari 55</u>	2.00 15	O10 Phaneslog Te	ntr 8,588.0	0 8,565 0	0 a.117.	70 171.2	2		1,309	tiz 91	* 255 1	a 17.1	3 830.9
õ=	- 0	3.00 12	010 Plumbing id	2.112.0	0 21120	n l		1				ne 2,112/	o .	
Q.	<u>,</u>	<u>. 00 11</u>	1010 Plumbing in	10.120.	10,120,0	x0 9,61 <i>1</i>	00 5061	x .		10,120	101		50.1	1,012,0

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	RETENTION	7,837,50			2282	8722	1,847,80	7,803.10	3,107.10	3,407,65	A561.30	05.782.1	01 102	2002		N IN	•	8,137.50		X 80% /	R R	1,780,17	11,242,1	MUNC	3,407,68	13411A	1.57.50	8	803	÷	991 SH	*	
	CURRENT RETENTION WITHHELD		•		148.19	14.45	38.85	158 16	N.B	872	1.327.62	138.73	11.12	874	i	¥6.00	•	*		148.75	477	Sa S	2885	X Q	1108	1387.65	158.75	4.n	Er.41	•	2024	•	
1	BALANCE TO FIMISH	•		•		,			•	27 58 2	•			8 83	2,112 00	8 8	1		*		216.97	81.1430	2.378.88	2 20	3,950 10	(THE P			B WZ	к.	30.60	1	
	PERCENTAGE COMPLETE	NOC!	D/ACB	10/VC#	1001	183	1002	*00¥	1001	8	Ş	×.	¥001	5	8	×16	*OW/G	8	6V0	ŝ	ž	£	3.0	Ê	¥.	ŝ	60 1	100) 1	¥./5	8	818 	IOIVIO#	
Π	TOTAL COMPLETED AND STORED	00 SICEL			13,033,98	S 82'	18.476.20	812.61	31.871 (3)	24, 27 E 29	00 EV3,83	15,978 80	0,564.00	2.656.8		9,218,40		30.876.18		21,000,00	1,015.02	D'VEC ()	76.887 G7	20.038.07	Maren	5 M C	13.873.00	8.48.5	8.00		9.215.40		
stored	CURRENT TOTAL STORED																												- - - - - - -		-		
MATERIALS	PERIOD												*			*	*		•			· · · · · · · · · · · · · · · · · · ·		κ.									
E0 ~	PERIOD		4	•	9719*1	141 84	282	20 COL	818	Q2 (34)	22.878.25	92.792.1	111.68	8141	•	8 8		+		\$45,354	8 11	13 CAR	1,585,62	212	OFON	ST BAREL	14577301	8111	ar ut	•	9 87 8		
WORK COMPLETED	FROM PREVIOUS AFPLICATIONS	71.273.00		•	71,6211.14	7,007.46	15.105.45	17,74,26	15 by G	094C G	61 FCP 12	14.377.55	12 LL 12	8, 137, 70		1614.00		00542.13		1.18.17	6,670,256	17,352,20	25 MC 27	SP 112.62	00'90C'CZ	on rise or	14 377 26	RUYS	1.17.70		3,614,00		
	REVISED FR	78.375.00		•	2018002	1,232,50	13, 476.02	8 12 2	31,077,00	2010,02	2010	00 812 ET	2284.00	0.255.0	2,112,00	10,120.00		81,373.00	- 	00 660 61	1,222,50	18.471.00	W (CC 61	31,971,000	37, p40, 00	26,930	15,875,00	S X S	00 1995 8	2112.00	8 21 0	-	10000
,	SCHEDULED	12.373.00			00180.67	7,232.50	18.476.00	w.cc.er	31,021 00	00 000 12	95.513.00	00579.21	5.554.00	8,265 (A)	2312.00	10,120.00		00'\$46'18	T	130930	1,220,56	13,479,00	00 102 64	31,021,02	27,040.00	25,513.00	15.976.00	\$28,0	8 345 3	2,112.00	10,120.00	*	
-	OESCRIPTION OF	13010 Prumbing Insury	S010 Prombing Internal	Prembing 2nd F	NOV Superior DISSI	13010 Phumbing Daries	E ON priories	DOA process and	D SVV Second OLDS L	13010 Phendeng Tehn	1000 Protony Phus	100 Parting Cours	13010 Plumbing Cond	15010 Partico Taro	Party Printing (21001	15010 Purchag lands	Anu Grand Digi	18010 Plenotry Inut	I PL CHORNE	1010 Planbry AGV	1200 Planting Dram	15010 Planbag AGS	DOIA Printing LIGG	13010 Pumbry ACG	15010 Plumerer Tube	12010 Plumbing Fully	15010 Phenddag Earlo	15010 Photom Cond	12010 Plunding Taul	15010 Prening Ident	13010 Pierténg traub	15010 Planbec Inute	
											701.00	702.00 1501	100,1	120.00	130 130	100.00	705 00 150	705.00		207.00	208.00	700.00	710,00 18	21 80 112	712.00 15	713.00 13	714.00	713.00 15	718.00	11,00	118.00	718.00	
	<u>ē</u> s	AN E34.00	EAE 094.00	Price -	Mar. 605.00	100 ES 100	mar 687.00	the STACO	(1) (1) (1) (1) (1) (1) (1) (1) (1) (1)	Mar 100.00	Q 	N N	nen 70	2	8	10 10	C&E 701	R R	-	ten 10	2	2	T T	Z N	71	L.	· 1				1	28	

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	TOTAL RETENTION WITHHELD	×	00.890.1	ar	1,847,85	01.0072	3,101.10	3,502.88	105322	1.317.6	24.40	80.83	*	14 105		8045.90		1,305,00	1,000,00	8008'	1.20.0		88	2,000,00	10,000	0000001	4,720.00	8092	130100	a and a	7,225,00	907004	3356
×	CURRENT RETENTION WITHHELD		148.19	110	R	158.86	11.2	24 CB	,	x	11.10	5 ⁷ .6	•	VER	•	•	*			*			•	•				,	,				
	BALANCE TO FINISH	•••••••••• • •	· · · · · · · · · · · · · · · · · · ·	(10.M)		*		02111.1	24,550 25	158.75		24 M	2.112.00	NCI K	•	•		11.844.00	¥	0010001		(220)					220020	1480	2,000.00	10,000,00	1,750.00		1,750.00
	PERCENTAGE COMPLETE	*DWD	1001	1 00	1008	1001	100%	×.	\$53	8	8	4	ğ	34	SCINIO.	100)	IENNI	Ś	1001	ŝ	1004	60	5001	NOD!		681	6	E C	100 A		8	808	
I	TOTAL COMPLETED AND STORED	*	00,000,07	1233.51	18,476.00	78.331.00	00'140'1C	25,521,60	30.532.15	15.176.25	5.564 ED	57.50 10	•	1,118.40	•	ED,450.00	*	60'03X'CI	10,000.00	16,000.00	12,500,00	x carol	1,556.05	20,000,00	10,000	00 000'02	0000542	00 28 ° W	00000	220'0001'052	00 BKZ CL	9,000,6	00,062,67
ernorn	CURRENT TOTAL STORED																-																
NATERIAL S STORED	THIS PERIOD			•	·				8	.				*			*	* * * * * * * * * * * * * * * * * * *	•	•		*		•	*	•			5				
	PERIOD FERIOD	*	W.BYL	144.55	Sex	1.535.62	27123	749.83			8	141	•	9 m	*	Ŧ					•	•	•	•		T	•	•	Ŷ				4
U U U		•	M.REB.IT	947/190/1	13,105,45	77,744 38	30.449.38	25,188.00	\$1.25%	15,178.23	5.672.22	arist a	•	8.61.CD	•	00.050.00	t	13,550,00	10.002 01	16,000.00	12,500.00	10,823.22	+,558,20	00,000,002	00 000 WIL	00000	11,500,00	35.35	8888	350,000 (051	00.005.07	8,000,80	0052.02
	HEWSED F		11,053.00	. 122.50	18,478,00	001102.01	30,170,120	37,040,00	34,513 CD	1857.5.00	5384.00	0.556.00	2.112.00	10,128.00		80.450.00	- - - -	25,634.00	0000000	8,000,34	12,500.00	10,833,00	1,886.00	100 DOC DOC	00 000 901	13,000.00	50,000.02	15,040,00	15,000.00	00'000'007	75,000.00	10.000.00	75,000,00
	SCHEDULED	×	2303300	1,232.30	18,476.00	00 102 62	31,271,000	37,040,00	66.512.00	13.97.500	2,234,00	8,558.00	2,112.00	10,120.00	•	Waya		28,634.00	10,000,00	8 99 9	12,550.00	10,633.00	1,668.00	20,000,05	101,000,101	00'000'02			82,000 00	400,000,000	75,000 80		15,000.00
2	DESCRIPTION OF	Prentring 4th Pl	1300 Puerbag All 1	15010 Plumbing Drain	15010 Prevent AG	11010 President	15010 menergy Act of	12010 Premising Take	13010 Presses Pater	15010 Parting Early	13010 Phendary Cons	part primer (0105)	19010 Permiting Land	15010 Phending Include	15010 Phumbing Insula		Ebetaal	16000 Shuthard Engine	18000 Electrical Mode	ABOR FRANKLOR	1000 Burness Proj E	18300 Deciliar Period	16000 Electrical Subm	16000 Received Super-	Interest Strends Links	10000 Dechesi Daeri	1000 Bachestan	16000 Electronic Low	15000 Electrical Linde	14000 Deckor Garag	14000 Encircle 141 7	1000 Decreel 1ar P	10000 Electrical 2nd F
	DESC																					100 202	734.00		19	24 00 42	740.00	140.001	141.00	A B	1000	744.00	748.00
Ŷ	NE Q	•	219.00	mer 720.00	20,021	mise 722,00	w czu	74.00	175.00	T28.00	20.00	Prime 728.00	the 729.00	178.00	E4E 7000	Mf 730.00		New 731.00	235.00 Marine	100	134.00	201 N	New 736		E W	2	ata 7.4	2	×	ž N	X X	1	X

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Ţ	<u>A1 </u>		8	C I		D	E	۴	G	н		J	ĸ	L
	ITEM	Desci	RIPTION OF	SCHEDULED	REVISED	WORK COM	THIS	MATERIALS THIS	CURRENT	TOTAL COMPLETED	PERCENTAGE	BALANCE	CURRENT	TOTAL
_	NO.			VALUE	SCHEDULE	APPLICATIONS	PERIOD	PERIOD	TOTAL STORED	AND STORED		FINISH	WITHHELD	WITHHELD
	745.00	16000	Electrical 2nd F	10,000.00	10,000,00	9,000,00		κ.	1	8,000,00	30%	1.000.00		900.000
et e	747.00	15000	Electrical and Pi	75,000.00	75,000.00	73,250.00		a	-	73,250.00	98%	1750.00	<u> </u>	1,325.00
rine.	748,00	15000	Electrical 3rd Pl	10,000.00	10,000.00	8,000.00				9.000.00	50%.	1,000.000	•	900.00
-	749.00	16000	Electrical 4th Fi	75,000.00	75,000 00	71,250.00	· · · · · · · · · · · · · · · · · · ·	*		71,250.00	\$5%	3,750.00		7,125.0
	750.00	16000	Electrical 4th Pa	10,000,00	10,000.00	5,000,00		*		5,000.00	50%	5,000.00	•	500.0
	759.20	18000	Rough and First	31631.00	33 600 00			*.	1		0%	33,600.00		
-	751.00	1	Contractor Fee	496,515.00	496,515,00	496,515.00		*	1	496,515,00	100%	e -	-	46,431.3
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CAMCO-MW 01286

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Page 37 of 74

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APCO-TR-EX0163-0038

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CLERK OF THE COURT

December 19, 2008



Alexander Edelstein **Chief Executive Officer** Gemstone Development West, Inc. 9121 W. Russell Rd, Suite 117 Las Vegas, NV 89148

RE: Amended and Restated ManhattanWest General Construction Agreement, dated August 25, 2008 (the "Engagement Agreement"), between Gemstone Development West, Inc. ("Gemstone") and Camco Pacific Construction Company, Inc. ("Camco")

Mr. Edelstein.

Pursuant to your notice to Camco on December 15, 2008, Gemstone (a) has lost its funding for the ManhattanWest project and (b) will be unable to meet its payment obligations pursuant to Article VI of the Engagement Agreement. Furthermore, Gemstone has failed to make payments to Camco pursuant to Article VI of the Engagement Agreement for October 2008, November 2008, and December 2008, and such failures are a material breach of the Engagement Agreement. As Gemstone has no means of curing such material breach in a timely manner, the Engagement Agreement is terminated for cause, effective December 19, 2008. Pursuant to our discussions, we understand that you agree with the termination and the effective date of termination.

Notwithstanding the above termination, Camco reserves all of its rights provided by the terms of the Engagement Agreement, including, without limitation, the indemnification and defense provisions set forth in Section 5.03 of the Engagement Agreement.

Pursuant to our discussions and with Gemstone's consent, Camco will immediately send notices to all of the subcontractors to terminate their subcontract agreements. In Camco's termination notice, we will ask the subcontractors to submit their payment applications to Camco. Camco will review the payment applications and, if they appear proper, Camco will forward them to Gemstone for payment. If the payment applications do not appear to be proper, Camco will ask the subcontractors to revise them and, when revised, forward them to Gemstone for payment.

Sincerely,

Camco Pacific Construction Company, Inc.

Senior Vice President

CAMCO PACIFIC CONSTRUCTION COMPANY, INC.

Corporate Office

17891 Cartwright Road, Suite 100 • Irvine • California • 92614 TEL: (949) 251-1300 • FAX: (949) 251-1333

Nevada Office

2925 E. Patrick Lane, Suite G • Las Vegas • Nevada • 89120 TEL: (702CAMCIO-MVV. 0726998-6655

www.camcopacific.com



CERTIFIED COPY DOCUMENT ATTACHED IS A TPUE AND CORRECT COPY OF THE OPIGINAL ON FILE CHECK OF THE COURT

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December (2), 1968



Mr. Gardett Hall Executive Physicipie De te Nor-Kancho Ers Stevast Nevad (89) Mr.

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CAMCO PACIFIC CONSTRUCTION COMPANY/INC.

Corporate Office

11591 (1.5 weight Storff, Stoff, 100 + Deam + California + 93014 -1131 - 1006 (151-1000 + 163, 1619) 251-533 Nevada Office (9251) [acod: Loce, Son: Controls Victor Nevada # 59129 [10] 102: CAMCO-MW 01979575

www.clap.inpac.ik.vair.



Mr. Hall Page Two

Based on the foregoing facts and information, Cameo has no other alternative but to immediately terminate all subcontracts on the Project, including the agreement with your company.

With respect to any contract balance that you may claim to be due and owing, please be advised that you have acknowledged that Canco is not bable to you for payment inlessand until Cameo receives the corresponding payment from the Owner. Furthermore, you have also explicitly agreed to share the risk that the Owner may for any reason, including, but not limited to, insolveney or an alleged displate, but to make payments to Cameo for all or a portion of the contract work.

Cameo's contract with Genstone is a cost plus agreement wherein the subcontractors and suppliers were paid directly by Genstone and or its agent, Nevada Constructions Services, based on the invoices and or payment applications submitted through voucher control. As such, Cameo has not received nor will it receive any payment on behalf any of the subcontractors and suppliers on the Project. Therefore, Cameo has no contractual and or statutory obligation to pay any claim that may be alleged by any of the subcontractors and/or suppliers on the Project.

While your company possesses statutory rights with respect to claims for payment against Genistone and the Project under Nevada Revised Statutes Chapter 108, which rights and remedies have not been waived and/or infringed upon in any way by your agreement with Cameo, any claim for payment alleged against Cameo will result in additional fees, costs, and damages for which your company will ultimately be held hable under your igreement with Cameo. Therefore, all claims for payment must be directed to and/or alleged against Genistone and the Project.

Cameo will be exercising at's tien right, and recording a conce of lien against the project in an attempt to secure Cameo's right to payment.

Please contact me if you have any questions.

Sincerely,

Conce Pacific Construction Compony, Inc. Te Janu Senior Vice President.

CAMCO-MW 01980

CERTIFIED COPY DOCUMENT A TACHED IS A TRUE AND COBRECT COPY OF THE ORIGINAL ON FILE OF THE ORIGINAL ON FILE CLERK OF THE COURT

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August 26, 2008 ManhattanWest

CHECK LIST ITEMS

Please read the following information package carefully. All of the following Check List Items must be in our office, before any on site work can begin. No payment will be made until all items are completed properly, returned, and accepted.

1. Two executed copies of your Subcontract Agreement.

2. Original Certificates of Insurance as follows and per attached example:

NOTE: ALL INSURANCE CERTIFICATES SHALL BE ON ACORD FORMS

- A. <u>Automobile Liability</u> Reference job name and number. Owned, non-owned and hired autos.
- B. <u>Workers' Compensation</u> Reference job name and number, Waiver of subrogation.
- 3. Evidence of valid State Contractor's License (with the current expiration date).
- 4. Completed W-9 form (enclosed).
- 5. A copy of your City/County Business License for the project location, (with current expiration date).
- 6. All shop drawings and submittals, per the specifications.
- Proof of compliance with the State Business Tax requirements.
 (Camco Pacific will accept a copy of your Business Tax Return, for the calendar quarter, just previously ended).
- 8. "THE ZERO PUNCH LIST" quality commitment (must be executed).

HELIX00837



Helix Electric of Nevada LLC 3078 E. Sunset Rd, Suite 9 Las Vegas, NV 89120

Project Name: ManhattanWest

To:

Contract Issue Date: August 26, 2008

In addition to the required "Check List Items", as shown on the previous page, the following items are critical to a mutually successful project. Please note: a Pay Request form, form, W-9 form, lien releases, "THE ZERO PUNCH LIST" Commitment, and an example of the required Insurance Certificates are attached.

<u>SUBCONTRACT</u> AGREEMENT – Please find two copies of your Subcontract Agreement for the above referenced project. Please read carefully, sign both copies, and return both copies to our office. We, in turn, will sign both copies and return a fully executed Agreement to you.

<u>PAY REQUESTS</u> – Camco Pacific's Pay Request form (enclosed) must be turned in to our office no later than the 25th calendar day of each month. Please include all work up to the Last Day of each month. Billings not filled out and completed on <u>our</u> Pay Request and lien release forms will be returned to you for correction. Stored material will only be considered for payment (if allowed by Owner and its lender) when itemized on the Pay Request and accompanied with invoices from suppliers, the location stored, and Insurance Certificates for the storage location. If you have any questions regarding Pay Requests, please contact our Accounting Department at (702) 798-6611.

LIEN RELEASES – We also require lien releases from your suppliers through the end of the month being billed. If supplier releases are not furnished, the payment cannot be made. If amounts are owed to your suppliers, we will issue joint checks to you and your suppliers. In such cases, we require conditional lien releases from your suppliers. You will be requested to sign a lien release form when you receive your payment. Subcontractors who come into the office will need to sign a lien release when they pick up their check, therefore, this requires a responsible Company Officer. Payments that are mailed will be accompanied by a lien release that must be signed and returned to Camco as quickly as possible, and prior to any additional payments.

PAYMENT – We will issue payment to you within 10 days after receiving payments from Owner. IF YOUR BILLING DOES NOT ARRIVE AT OUR OFFICE IN TIME TO BE INCLUDED IN OUR INVOICE TO THE OWNER, YOU WILL HAVE TO WAIT UNTIL THE NEXT MONTH'S DRAW.

HELIX00838

INSURANCE – State law mandates that all employers carry Workman's Compensation Insurance. The only exception is for a Sole Proprietorship with no employees. Subcontractors must also carry General and Automobile Liability insurance. There are no exceptions. All Subcontractors must comply. Each project insurance requirement is different, so please review the contract, specifically Section V. Please find our attached sample certificate for details. Camco Pacific requires a minimum of \$1,000,000 Liability Insurance.

SUBMITTALS — Please review the contract specifications and submit to us any required shop drawings, samples, and/or alternates for the review and approval of the architect. All submittals must be received within five days of issuance of this Agreement. LATE SUBMITTALS HURT EVERYONE!

CLEAN-UP – As you know, your Subcontract Agreement requires prompt cleanup of any debris associated with your work. This is important for many reasons, including safety. The Subcontractor is required to perform this provision of the Subcontract Agreement, however, should you not do so, we will perform the clean-up and backcharge you for it. Please be advised that there will be a twenty percent (20%) handling fee for all backcharges against this Subcontract.

<u>CLOSE-OUT DOCUMENTS</u> – All close out documents must be turned in before Camco Pacific can release any monies over 75% of your contract amount. There will be no exceptions. LATE CLOSE-OUT DOCUMENTS KEEP US ALL FROM GETTING PAID.

<u>RETENTION MONIES</u> – Final retention monies will only be released to Camco Pacific from Owner when all Punch list Items, Contract Items, and Close-Out Documents have been fully completed and inspected by the owner. Any delay by a single Subcontractor in completing this will delay the entire project's final payment. PLEASE DO NOT DELAY COMPLETING YOUR PUNCHLIST ITEMS.

HELIX00839

Date: August 26, 2008

To: Helix Electric of Nevada LLC 3078 E. Sunset Rd, Suite 9 Las Vegas, NV 89120

Project: ManhattanWest

Re: "THE ZERO PUNCH LIST" Quality Commitment

Camco Pacific Construction has committed to the Project Owner a Project of the highest quality, including "THE ZERO PUNCH LIST". By critically viewing our performance through the eyes of the Owners and the architects we can improve upon the level of quality and service we all provide. One method of achieving this commitment is by requesting from each Subcontractor a responsible Subcontractor's Representative, to make a firm commitment to achieve "THE ZERO PUNCH LIST".

"I, the undersigned, accept the responsibility, on behalf of our company, to achieve "THE ZERO PUNCH LIST". I will personally guard against poor quality and workmanship from all of our employees and material-men during the installation of our Project Work.

Subcontractors Representative: (This individual must be the responsible individual that will be involved directly with field quality).

Helix Electric of Nevada LLC

By: Its:

Subcontractor's Representative

(Signature)

(Printed Name)

(Date)

(Direct Phone Number)

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PAYMENT REQUEST

Subcontractor:	CAMCO PACIFIC
Subcontractor Address	CONSTRUCTION COMPANY INC.
Between the "Contractor"	2925 E. Patrick Lane, Suite G
ne year and an	Las Vegas, Nevada 89120
PAYMENT REQUEST NO.	(702) 798-6611
	(702) 798-6655
MANHATTANWEST	
	From:
Russell Road and 215 Beltway	
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Original Contract Amount	S. Processing and the second s
Camco Change Order No's	\$
(approved copies must be attached)	
Revised Contract Amount	\$
Work Completed To Date	\$
% work completed on original contract	
Work completed on Change Orders	station of the state of the sta
Materials stored to date (if any)	1
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Les Previous Payments/Billed	service and the service of the servi
Amount Due This Payment Period	\$ 5
Signature	Date
Print Name	Tille

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	1 DG16	Cost Code:

CAMCO PACIFIC CONSTRUCTION COMPANY, INC. AGREEMENT BETWEEN CONTRACTOR AND SUBCONTRACTOR

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This "Agreement" is hereby made as of	: August 26, 2008 (the "E	ffective Date")	
Between the " <u>Contractor</u> "		ISTRUCTION COMPANY	
	2925 E. Patrick Lane, St		
	Las Vegas, Nevada 89120		
<u>2009 militari - Telefori de Contratoria anterio de la contratoria de la contratoria de la contratoria de la co</u>	California License No. 676205		
	Nevada License No. 0		
a a contra da contra da contra da contra da contra da contra de la contra da contra da contra da contra da cont Esta contra da contra	Utah License No. 6169		
un 1999 maar an	License Limit: Unlimited	The second se	
	Telephone: (702) 798-6611		
And the "Subcontractor"	Helix Electric of Nevad	laIIC	
		e 9 Las Vegas, NV 89120	
n an an ann an an ann an ann an ann an a	Nevada License No: 5		
	Federal Tax ID No. /FIC		
		ative: Robert Johnson	
annan an an an an ann an ann an ann an a	Designated Representative. Robert 5		
For the following " <u>Project</u> "	ManhattanWest		
At the following "Job Site"	Russell Road and the 215 Beltway		
	Clark County, Nevada 89148		
1997 <u>- 1997 - Marine Marine Marine and an anna an 1997</u> - Anna an Anna anna an Anna an Anna an Anna an Anna an Anna			
Developed by the following " <u>Owner</u> "	Gemstone Development West, Inc.		
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For the following scope:	All Site and Building Electrical Work (including high		
	and low voltage)		
Cost Code:	[Contract Reference]		
	See <u>Addendum 1</u> for the expanded description		
	Subcontractor's scope of work ("Contract Work")		
With the following " <u>Retention</u> ":	10%		
will the following <u>Resetutor</u> .	10%		
For the following "Contract Price":	The follwing amounts r	per Buildina:	
	Building	Amount	
	Building 2	\$698,000	
	Building 3	\$698,000	
	Building 7	\$1,858,500	
	Building 8	\$1,064,000	
	Total:	\$1,064,000 \$5,382,500	

I. THE CONTRACT WORK.

A. <u>Project Site</u>. Contractor has executed a prime contract with Owner (the "<u>Prime Contract</u>") to perform all of the work required for the Project (the "<u>Project</u> <u>Work</u>") at the Job Site. The Project Work must be performed in accordance with the intent set forth in the Prime Contract and the addenda, reports, (including soils), drawings and plans and specifications made a part thereof and provided pursuant to <u>Addendum 2</u> hereto (the "<u>Project Contract Documents</u>").

B. Plans and Specifications; Laws; Scope. The work for the portion of the Project to be performed by Subcontractor shall be performed in strict accordance with: (1) this Agreement; (2) the Project Schedule (defined below); (3) the intent set forth in the Project Contract Documents applicable to the Contract Work and all modifications thereto as permitted herein; and (4) all applicable federal, state and local codes, laws, permits, orders, ordinances and any rules and regulations promulgated thereunder (collectively "Laws"). Subcontractor recognizes that the scope of the Contract Work set forth on Addendum 1 cannot identify each and every component of the Contract Work but that the Contract Work shall include everything necessary to accomplish the results intended by the Project Contract Documents. The Contract Work shall include all labor, materials, tools, appliances, equipment, supplies, supervision, construction plant and machines, transportation, fuel, shop drawings and samples, as-built drawings, accessories, warranties/guarantees, training and all other facilities and incidentals necessary to produce the intended results, as and when required. The Contract Work shall also include such incidental work which may not be expressly indicated in the Project Contract Documents, but which is considered to be Subcontractor's obligations to provide under construction industry standards, customs, and practices. Subcontractor recognizes and accepts that it must accomplish everything necessary so as to provide good and workmanlike construction, in a complete and acceptable condition to Contractor and Owner. Subcontractor accepts the risk of any error or omission in its estimating or construction process as well as its means, methods, techniques, sequences and procedures. If there is any dispute between Contractor and Subcontractor over the Scope of the Contract Work, Subcontractor shall not stop the Contract Work but will prosecute the Contract Work diligently to completion. The Dispute will be mediated in accordance with Section XI(F).

C. <u>Submittals.</u> Subcontractor shall, to the extent required by the Contract Work, submit such shop drawings, product data, samples and similar submittals (collectively, the "<u>Submittals</u>") to Contractor that are required to accomplish the Contract Work with promptness and in such sequence so as to cause no delay in the Contract Work. It is generally encouraged that all "Submittals" be provided to Contractor within five days of the Effective Date. Contractor shall review all Submittals with reasonable promptness. Approval of Submittals which do not comply with the Project Contract Documents shall not release Subcontractor from its obligation to comply with the Project Contract Documents.

D. <u>List of Suppliers and Subcontractors.</u> Subcontractor shall, within five days of the execution of this Agreement, submit to Contractor a "<u>Supplier Statement</u>" in the form attached hereto as <u>Addendum 3</u> setting forth the names and addresses of all persons from whom Subcontractor expects to request, or has requested services, materials, fixtures, or machinery and equipment for use or installation in connection with the Contract Work. No additions to or changes of such statement will be made without the prior written consent of Contractor.

E. <u>Protection of the Contract Work.</u> Subcontractor shall take all steps, necessary to reasonably protect the Contract Work from loss or damage by the elements. Subcontractor shall, promptly replace and restore any damaged portion thereof at its expense, where such reasonable caution was not taken. Subcontractor shall also take all steps necessary to protect adjacent surfaces and work performed by others from damage due to Subcontractor's performance of the Contract Work. In the case of minor repairs to newly furnished surfaces (not covered by property insurance in place) the cost of repairs shall be paid for by Subcontractor that caused such damage.

F. <u>Reduction in the Contract Work</u>. Upon written notice to Subcontractor, Contractor shall have the right to reduce the amount of the Contract Work to be completed by Subcontractor under this Agreement, with a corresponding reduction in Contract Price occurring. Contractor may require the replacement of any Subcontractor at anytime with or without cause.

G. <u>Confidentiality</u>. Subcontractor shall keep all information and data relating to or connected with the Contract Work, and all documents relating thereto, confidential in all respects.

H. <u>Design Documents</u>. All documents related to or prepared in connection with the Contract Work, including, without limitation, documents that are furnished or obtained by Subcontractor, including, without limitation, any drawings, specifications, or designs and their digital counterparts (the "<u>Design</u> <u>Documents</u>") are the sole property of Owner and may be used by Owner for any purpose. By this reference the Design Documents are hereby incorporated into the Project Contract Documents, notwithstanding their potential omission from <u>Addendum 1</u>. Owner's ownership of the Design Documents furnished or obtained by Subcontractor does not relieve Subcontractor of its legal and professional design responsibilities to Owner or Contractor relating to such Design Documents. Notwithstanding any provision of this Agreemenf, upon receipt of a written request from Owner or Contractor, Subcontractor shall immediately deliver all Design Documents to Owner.

1. <u>Specific Articles.</u> Whenever any manufactured article, implement or series of articles or implements is identified by trade name, it is intended to establish a standard of quality or merit and Subcontractor shall furnish such specific article or implement. The intent of this paragraph is to require quality materials and workmanship. Substitutes of equal merit may be used by Subcontractor, only with the prior written consent of Contractor and Owner. By requesting an

alternate or substitution, Subcontractor represents such alternate or substitute to be of equal quality and in conformance with the Project Contract Documents.

J. Job Site Excavation. If the Contract Work requires earth excavation, it shall be done in a safe manner and in accordance with all state, local and federal safety regulations. All backfilling of excavated material shall be performed by replacing material in 6" layers and mechanically compacting before placing the next layer. Compacting shall be by a suitable method as necessary to obtain a minimum density of 90% of maximum density by the "Modified Proctor" unless a higher density is required by other Project Contract Documents. If additional or less water in the material is required to obtain this density, it shall be added or removed as necessary. If, in the opinion of Contractor or Owner, the compaction does not meet this requirement, Contractor or Owner may have an independent soil testing laboratory perform tests to determine the degree of compaction. If the tests show the compaction to be less than required, Subcontractor shall reimburse Owner or Contractor for the costs of the re-tests and take action to compact or rebackfill the excavated areas until the requirements of this provision are satisfied.

K. Project Schedule. Attached hereto as Addendum 4 is the ManhattanWest Camco Pacific Construction Schedule, dated October 31, 2008 setting forth the sequence and time requirements for all Project Work (the "Project Schedule"). Subcontractor hereby acknowledges (1) the Project Schedule and (2) that Subcontractor's performance of the Contract Work, as and when required, is material to Contractor's performance under the Prime Contract, accordingly, time is of the essence. Contractor may from time to time revise the Project Schedule as necessary, with Subcontractor's cooperation. If Subcontractor is behind on the schedule, Subcontractor shall engage such extra labor and equipment, (or work such overtime), as may be required or requested by Contractor to timely complete the Contract Work in accordance with this Agreement and the Project Schedule (collectively, the "Recovery Actions"). If the Recovery Actions are necessary due to Subconfractor's failures, Subcontractor shall be responsible for all costs and expenses incurred for such Recovery Actions. However, if the need for the Recovery Actions is not due to Subcontractor's failures, Contractor shall be responsible for all costs and expenses incurred for the Recovery Actions; provided however, that prior to taking the Recovery Actions, Contractor and Subcontractor shall agree upon the amount of such costs and expenses to be charged by Subcontractor. Contractor shall have control of the Job Site and shall have the right to decide the time and order in which various portions of the Project Work shall be performed. If Subcontractor fails to take any of the action described above, within 24 hours, after receiving notice from Contractor, Contractor may take action to attempt to put the Contract Work on schedule and deduct the entire costs thereof from amounts due, or to become due, Subcontractor.

L. <u>Delay.</u> If Subcontractor is delayed in the performance or completion of the Contract Work in accordance with Project Schedule by acts of God or any unforeseeable elements when unforeseeable or unpredictable, the time fixed for

completion of the Contract Work shall be extended by the actual number of days that Subcontractor has thus been delayed. Subcontractor shall make claim therefor in writing to Contractor within 48 hours of the beginning of such delay. Subcontractor shall not be entitled to any additional compensation for any delays. If any act or omission of Subcontractor in the prosecution of the Contract Work causes delay to the Project Work, Subcontractor shall be liable for all costs, liabilities, and damages including consequential, liquidated, and sustained, or for which Contractor may be liable to Owner, or any other person because of Subcontractor's default.

M. <u>Meetings</u>. Subcontractor shall attend any meetings held by Contractor. Owner may meet independently with any Subcontractor at anytime, and each Subcontractor shall attend such meetings.

II. CONTRACT PRICE AND PAYMENT.

A. Contract Price. For and in consideration of Subcontractor's agreement to perform all of the terms and conditions of this Agreement, and in consideration of the faithful and full performance by Subcontractor, Contractor shall pay, subject to increases or decreases as provided in this Agreement, the Contract Price. The Schedule of Values for the Contract Work, Unit Prices, if any, and Allowances, as applicable, are as set forth in Addendum 5 attached hereto. Subcontractor acknowledges that the Contract Price includes an appropriate contingency and all applicable charges, fees, and sales, use, and other taxes. Contractor and Subcontractor expressly acknowledge that all payments due to Subcontractor under this Agreement shall be made by Contractor solely out of funds actually received by Contractor from Owner. Subcontractor acknowledges that Subcontractor is sharing, as set forth herein, in the risk that Owner may for any reason, including, but not limited to, insolvency or an alleged dispute, fail to make one or more payments to Contractor for all or a portion of the Contract Work. Contractor's receipt of the corresponding payment from Owner is a condition precedent to Contractor's obligation to pay Subcontractor; it being understood that Subcontractor is solely responsible for evaluating Owner's ability to pay for Subcontractor's portion of the Contract Work, and Subcontractor acknowledges that Contractor is not liable to Subcontractor for payment of Subcontractor's invoice unless and until Contractor receives the corresponding payment from Owner. Upon receipt of such payment from Owner, Contractor will then promptly pay Subcontractor and also agrees that, in no event, shall Contractor be responsible for payment to Subcontractor if Subcontractor's failure to perform its obligations under this Agreement have been asserted as a reason for Owner's failure to make such payments to Contractors.

B. <u>Invoices</u>. All applications for payment ("<u>Invoices</u>") shall be on Confractor's standard subcontract Payment Request form, and shall be submitted no later than the 25th calendar day of each month, for the entire month. The Schedule of Values attached hereto as part of <u>Addendum 5</u> shall serve as the schedule of values for this Agreement. All Invoices shall be accompanied by a list of all

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suppliers; materialmen, and subcontractors whose materials or services have been utilized, during the pay period by Subcontractor to perform the Contract Work described in the Invoice. In addition, the Invoice will be accompanied by all required conditional and/or unconditional and/or final lien releases, as may be required by Contractor, Owner, or its lender to assure that all funds are being properly allocated by Subcontractor.

C. Monthly Progress Paments. So long as Subcontractor adheres to Contractor's periodic payment procedure, submits proper invoices, and is not in conflict with the provisions of this Agreement, Contractor shall pay to Subcontractor, in monthly progress payments, 90% of labor and materials placed in position by Subcontractor during such preceding month. The remaining 10% shall be held as the Retainage. Contractor shall pay to Subcontractor in monthly progress payments with funds received from Owner. Progress Payments shall be made no later than the 10th day after Contractor's receipt from Owner of the corresponding payment. If Subcontractor fails to submit an Invoice for any Invoice period, Contractor may at its option, include in its monthly application an amount Contractor believes proper for the Contract Work for the missed Invoice Period. Subcontractor agrees to accept such amount in lieu of the amount Subcontractor may claim due. If Owner fails to make any payment to Contractor when due, Subcontractor shall cooperate with Contractor in Contractor's efforts to collect all amounts due from Owner and shall forbear collection efforts against Contractor until Owner pays Contractor or until all reasonable efforts of collection have been exhausted. Subcontractor shall be entitled to all of its mechanic's lien rights.

D. Final Payment. Subcontractor shall not be entitled to payment of the balance of the Contract Price, including, without limitation, the Retaingae, until (1) the Contract Work has been completed to the satisfaction of Contractor, (2) Subcontractor has submitted to Contractor an Invoice for the final payment accompanied by (i) a final complete list of all suppliers and subcontractors whose materials or services have been utilized by Subcontractor, (ii) all closeout documents including, warranties, guarantees, as-builts, drawings, operating and maintenance manuals and such other items required of Subcontractor have been provided and such have been accepted by Owner, (iii) executed unconditional lien releases and waivers from Subcontractor and all of its mechanics, subcontractors, and suppliers for the Contract Work covered by all preceding progress payments, and (iv) executed unconditional lien releases and waivers upon final payment from all mechanics, subcontractors, and suppliers who have previously received final payment, and conditional lien releases and waivers upon final payment from Subcontractor and each mechanic, subcontractor, and supplier for which an unconditional lien release and walver upon final payment has not been submitted to Contractor, (3) Contractor has received the corresponding final payment from Owner (4) Contractor has received evidence of Subcontractor's insurance required to be in place, (5) 45 days have elapsed after a Notice of Completion has been recorded or if a valid Notice of Completion is not recorded, upon Subcontractor's receipt of a written notice of acceptance of the Contract Work that shall be given by Contractor

not later than 91 days after Contractor determines in good faith that the Contract Work has been performed completely and in an acceptable manner and (6) all outstanding disputes related to the Project have been resolved, and any liens against the Project have been removed.

E. <u>No Waiver</u>. No payment made shall (1) be considered conclusive evidence of the performance by Subcontractor of the Contract Work or acceptance of the Contract Work by Contractor and (2) not be construed to be acceptance of any delayed or defective Contract Work, or improper or defective materials.

F. <u>Payments to Others.</u> Contractor shall have the right to make payment to Subcontractor by checks payable jointly to Subcontractor and its employees, subcontractors, suppliers, or other mechanics.

G. <u>Establishment of Fund.</u> All sums earned by Subcontractor, by the partial or complete performance of the Contract Work, shall constitute a fund for the purpose of; (1) full completion of the Contract Work; (2) payment of any backcharges or claims due Contractor from Subcontractor on the Project; (3) payment to the subcontractors, laborers, material and service suppliers of Subcontractor who have valid and enforceable mechanic's lien claims on valid and enforceable bond claims (if the Project is bonded by Contractor or Subcontractor, or anyone else claiming in Subcontractor's place and stead, including, without limitation, a trustee in bankruptcy, receiver or assignee of Subcontractor, until and unless the Contract Work is fully and satisfactorily completed and any amounts described above are fully paid and satisfied. Contractor may, at any time, demand written evidence of Subcontractor's place appropriate payments.

H. Withholding of Payments. Notwithstanding any applicable statutes, Contractor may withhold payments from Subcontractor for any of the following reasons: (1) Subcontractor's omission of any Contract Work required by this Agreement; (2) Subcontractor's failure to cure defective or damaged Contract Work; (3) Subcontractor's failure to submit all information required under this Agreement; (4) the filing or recording of mechanics' liens, materialmen's liens, stop notices or bonded claims related to the Contract Work or Subcontractor or reasonable evidence that such may occur; (4) Subcontractor's failure to make payments properly to subcontractors, suppliers, materialmen, laborers, or other persons entitled to file a lien; (5) Subcontractor's failure to complete the Contract Work, or any reasonable indication that the Contract Work will not be completed within the time of performance required in this Agreement; and (6) any other grounds for withholding payment permitted by State or Federal Law, or as otherwise permitted by this Agreement. Contractor may withhold 100% of the amount claimed in any lien, or notice of claim, by Subcontractor's suppliers or subcontractors or a reasonable amount to conclude Subcontractor's work or the requirements of this Agreement.

I. <u>Payment of Withheld Amount</u>. Whenever the grounds giving rise to the above withholding have been removed, Contractor shall pay Subcontractor the amount withheld, less any expenses incurred by Contractor or damages sustained by Contractor. Any payment made by Contractor directly to any Subcontractor's laborers, subcontractors, suppliers or materialmen or for their benefit shall be deemed payment to Subcontractor and shall be credited against the Contract Price.

III. JOB SITE CONDITIONS AND SUPERVISION.

A. Supervision of the Contract Work. Subcontractor shall, enforce strict discipline and good order among its employees (and those of its subcontractors and suppliers), faithfully and rigidly observe and ensure that its agents, employees, suppliers and subcontractors so observe, all laws and prudent business practices and all rules established by Contractor. Subcontractor shall not employ or allow at the Job Site any unfit person or anyone not skilled in, or licensed tor, the work assigned to such person. Subcontractor shall employ a competent Project Superintendent. Such Superintendent shall be in attendance at the Job Site as required during the progress of the Contract Work and shall attend relevant on site meetings and shall have regular quality control inspections. Subcontractor shall be solely responsible for examining, accepting and securing, at the time of delivery all materials or equipment furnished to Subcontractor, and shall thereafter handle, store and install such items with such skill and care as to insure compliance with its obligations hereunder. Any loss to materials or equipment due to Subcontractor's violation of this covenant, or otherwise, shall be the responsibility of Subcontractor. Any person adjudged by Contractor to be incompetent, disorderly or otherwise unsatisfactory shall be immediately removed from the Job Site and shall not again be employed at the Job Site. Subcontractor shall not permit its employees or any other persons associated with the Contract Work to consume alcoholic beverages or illegal substances at the Job Site. Subcontractor shall prohibit barbeques, parties, pets, children, guests, loud music and unnecessary noise, at or near the vicinity of the jobsite.

B. <u>No Defects.</u> Subcontractor's commencement of the Contract Work constitutes Subcontractor's acknowledgment that the work of other subcontractors, completed or commenced prior to commencement of the Contract Work, are free of defects that would in any way impair or otherwise adversely affect Subcontractor's performance of the Contract Work. If Subcontractor discovers a defect in the Project Contract Documents, the Contract Work, or in the work of others, Subcontractor shall immediately notify Contractor in writing of such defect prior to commencing or continuing any of the Contract Work that may be affected thereby.

C. <u>Signs.</u> Subcontractor shall not post any sign or advertisement at or in the vicinity of the Job Site. Subcontractor shall adhere, and shall cause its mechanics, subcontractors, and suppliers to so adhere to, and observe all signs posted at the Job Site.

D. <u>Integration of the Work</u>. Contractor shall take such steps as are necessary to integrate the Contract Work with the work of others at the Job Site. Subcontractor shall not alter the work of others. Subcontractor shall cooperate with Contractor and other subcontractors and shall participate in the preparation of coordinated drawings and work schedules in areas of congestion, to minimize interference to all.

E. Hazardous Material. Subcontractor shall not permit any Hazardous Material to be located, used, incorporated into the Contract Work or brought onto the Job Site in connection with the Contract Work. Subcontractor shall comply with all Laws (inclusive of Proposition 65) and prudent business practices concerning any Hazardous Material required and approved to be located, used, incorporated into the Contract Work or brought onto the Job Site or required and approved to be transported on, to, from or about the Job Site. If Subcontractor encounters any material, matter or substance reasonably believed to be Hazardous Material, or becomes aware of any circumstance or incident involving Hazardous Material at the Job Site, Subcontractor shall immediately stop the Contract Work in the area so affected and shall immediately report in writing such encounter or knowledge to Contractor. Subcontractor shall be liable for all on and off-site disposal or transport of Hazardous Material (and shall sign any manifest in connection with the transport or storage of such Hazardous Material) and for any discharge, release, injury to any person, or injury or damage to any property resulting from use of Hazardous Material in the performance of the Contract Work and shall be responsible for obtaining all required permits and approvals necessary to remove such Hazardous Material or otherwise remedy any problem resulting from the use of the Hazardous Material. "Hazardous Material" shall mean (1) any "Hazardous Material" as defined by Federal, State, or Local Agency Law or Code, (2) any substance or matter that results in ligbility to any person or entity from discharge of or exposure to such substance or matter under any statutory or common law theory, (3) pesticides, asbestos, formaldehyde, polychlorinated biphenyls, solvents, petroleum and motor fuel hydrocarbon material, and (4) any other substance or matter that becomes subject to any Federal, State, or Local Agency order or requirement for removal, treatment or remedial action. Subcontractor shall indemnify, defend (at Subcontractor's sole cost and with legal counsel acceptable to Contractor), protect and hold Contractor and Owner and their respective officers, directors, agents, employees, representatives, shareholders, partners, affiliates, successors and assigns, free from and against any and all claims, demands, losses, damages, disbursements, liabilities, fines, actions, causes of action, suits, expenses costs, professional and consultants' expenses, when removing or remediating any Hazardous Materials located, used, incorporated or brought onto or about the Job Site or transported on, to, from or about the Job Site by Subcontractor. This indemnity shall be effective after completion of the Contract Work, as well as during the progress of the Contract Work and shall survive any termination of this Agreement.

F. <u>Cleanup, Storage, Reserved Gate and Safety.</u> Subcontractor shall maintain the Job Site and the vicinity thereof, in a clean, neat and safe condition, to

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Contractor's satisfaction and shall (1) store all materials, supplies, equipment and goods in appropriate containers or enclosures, (2) remove from the Job Site all excess material and debris daily and all equipment, unused material and supplies and temporary structures upon completion, (3) return each fence, barrier and obstruction that is temporarily relocated or displaced by Subcontractor to its original position and condition immediately to ensure adequate and continuous protection of construction personnel as well as the general public at all times. It is understood that Contractor may charge Subcontractor for trash dumpster usage, if Subcontractor uses Contractor's dumpster. If Subcontractor fails to so maintain the Job Site, Contractor may, perform all work necessary to cause the Job Site to be so maintained and charge all costs related thereto to Subcontractor plus a 20%, handling fee. Subcontractor shall take all reasonable safety precautions in the performance of the Contract Work, including complying with Contractor's Superintendent and/or safety officer, all OSHA safety laws, orders, codes, rules, ordinances and regulations. Subcontractor shall not load, nor permit any part of the structure to be loaded, with weight that will endanger its safety. Subcontractor shall immediately notify Contractor of any injury to any individual occurring at the Job Site. If the Job Site is picketed and Contractor establishes a reserve gate for Subcontractor's purpose, Subcontractor shall make use of such reserve gate, and continue performance of the Contract Work without interruption or delay. Subcontractor shall also be solely responsible for all traffic control necessary to perform the Contract Work in a manner acceptable to Contractor and in compliance with all Laws. Subcontractor shall require all of its employees to attend weekly Job Site safety meetings, either sponsored by Contractor or Subcontractor. In addition to the above, Contractor, may seize 1.5% of Subcontractor's total contract amount as a penalty for not maintaining the job site, and the vicinity thereof, in a clean, neat and safe condition to Contractor's satisfaction.

G. <u>Layout</u>. Contractor shall establish principal axis lines, control points and datum point. Subcontractor shall lay out the Contract Work and shall be responsible for its accuracy, including the placement of all conduits, pipes, inserts, embeds, grounds, blockouts, and so on, as required to properly perform the Contract Work.

H. <u>Use of Job Site Equipment</u>. Subcontractor assumes all responsibility for, and shall hold Contractor and Owner harmless from, all claims, actions, demands, resulting from the use of Contractor's or Owner's equipment or facilities by Subcontractor.

I. <u>Scaffolding, Staging and Hoisting.</u> As part of the Contract Work, Subcontractor shall provide, and at all times continuously maintain, in safe operational condition, all necessary scaffolding, staging, bracing, hoisting, planks, ladders, rigging, barricades, protective devices and coverings, and all other associated equipment and accessories required for the continuous safe and satisfactory accomplishment of the Contract Work, including use by others than Subcontractor's employees. Subcontractor shall also be responsible for all

transportation, unloading, erection and removal of same from the Job Site. Usage of any equipment of Contractor or Owner shall be permitted only with prior written approval from Contractor, and at the sole risk of Subcontractor. SUBCONTRACTOR HEREBY RELEASES CONTRACTOR AND OWNER FROM ANY AND ALL CLAIMS, WHETHER RELATING TO BODILY INJURY OR PROPERTY DAMAGE, RESULTING FROM THE USE OF ANY FACILITIES OR EQUIPMENT AT THE JOB SITE.

IV. EXAMINATION BY SUBCONTRACTOR.

A. <u>Review of all Relevant Matters.</u> Subcontractor has examined, investigated and familiarized itself with: (1) the Project Contract Documents; (2) the nature and location of the Job Site and all actual conditions thereof as well as those that could be expected during performance of the Contract Work; (3) the conformation of the ground and improvements of other subcontractors on which the Contract Work is to be performed; (4) the character, quality and quantity of the materials, equipment and facilities necessary to complete the Contract Work in a good and workmanlike manner and to the best of industry standards and pursuant to the Project Schedule; (5) the general and local conditions relating to the Contract Work; and (6) all other matters that may affect Subcontractor's performance of the Contract Work.

B. <u>No Reliance on Contractor.</u> Subcontractor enters into this Agreement relying solely on its own examination and investigation of the foregoing matters and not on any verbal representation or verbal information relating to the Job Site or the Contract Work (or the completion thereof) made by Contractor or Owner or any agent thereof. No estimate or bid of Subcontractor either before or after execution of this Agreement shall affect any of the terms or obligations contained herein. Subcontractor assumes the risk of Job Site conditions and releases Contractor and Owner from any claim for additional compensation resulting from any known or anticipatable Job Site conditions.

C. Satisfaction with Plans. If the Project Contract Documents require clarification of any inadequacy, discrepancy inconsistency or omission, or are in conflict with the Submittals, Subcontractor shall immediately request clarification in writing from Contractor. Subcontractor's failure to request clarification, suspected or reasonably inferred inadequacy, inconsistency, omission or conflict shall not relieve Subcontractor of its obligation to perform in accordance with Contractor's interpretations of those portions of the Project Contract Documents. Subcontractor shall not be entitled to any additional compensation for performing the Contract Work pursuant to Contractor's interpretation of the Project Contract Documents. Subcontractor shall notify Contractor at least 72 hours in advance of making any deviation from the Project Contract Documents by submitting to Contractor the proposed deviation and the cause therefore. If the deviation will result in a change to the Contract Price, Subcontractor shall promptly furnish Contractor with a Change Order Estimate pursuant to Section VI. Under no circumstances may any approved deviation fail to comply with all Laws, and Subcontractor assumes all responsibility for compliance with all Laws, notwithstanding any permitted deviation or change to the Contract Work.

Subcontractor shall not be entitled to an increase of the Contract Price or time extension, due to compliance with Laws, in place as of the Effective Date.

D. Design Build. Subcontractor shall be solely responsible for the design of the Contract Work and the issuance of any applicable permits for the Contract Work (the "Design"). The Design Documents shall include the Design. The Contract Price includes any costs, fees, and expenses associated with the Design and any permits related to the Design, including without limitation any costs, fees, or expenses required for any third-party service providers or engineers necessary for the Design or its approval. Notwithstanding any provision of this Agreement, Subcontractor shall (1) assume complete responsibility for the constructability of the Design; (2) shall not be entitled to any additional compensation from Owner or Contractor for any cost or fee increases resulting from any errors or omissions in the Design, including, without limitation, any coordination issues and any. comments or requests for changes provided by any applicable government agency or regulatory body; (3) perform, at Subcontractor's sole cost and expense, all construction administration services in connection with the Contract Work; and (4) not be entitled to, and shall not submit any change order for, any increase in the Contract Price or any delay days in the Project Schedule unless Contractor delivers a Change Request to Subcontractor expressly instructing Subcontractor to increase the scope of the Design.

V. INSURANCE.

A. <u>Coverage</u>. Subcontractor shall maintain in effect at all times and at its own expense the following insurance coverages:

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:

i. Comprehensive General Liability: \$1,000,000 combined single limit bodily property damage per occurrence or,

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

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

7. Form Requirements. Liability Policy forms must include: (a) premises and operation with no X, C or U exclusions; (b) products and completed operations coverage (Subcontractor agree to maintain this coverage for a minimum of one year following completion of the Contract Work); (c) full blanket contractual coverage; and (d) broad form property damage including completed operations or its equivalent.

B. General Requirements. Before starting the Work, Subcontractor shall furnish Contractor certificates of insurance, endorsements, or copies of policies that demonstrate that Subcontractor has obtained the required coverage from cartiers reasonably acceptable to Contractor. All policies must be written by insurance companies domiciled in the United States and qualified to do business in Nevada. Each policy of insurance shall (1) provide that the coverage may not be terminated or modified without 30 days prior written notice being received by all Additional Insureds, (2) name Contractor and Owner and any other required interest as additional insureds, (3) stipulate that the coverage afforded to the additional insureds is primary and any other coverage maintained by such additional insureds shall be excess and non-contributing and (4) must be an "occurrence" form ("Claims Made" and modified "Occurrence" forms shall not be acceptable).

C. <u>Waivers of Subrogation</u>. Contractor and Subcontractor waive all rights against each other and any of their agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to this Agreement or any Prime Contract, except such rights as they have to proceeds of such insurance held by Contractor or Owner as fiduciary. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.</u>

D. <u>Beneficiaries</u>. Subcontractor's insurance obligations set forth in this Section V shall be for the benefit of Contractor, Owner and their respective successors and assigns.

VI. CHANGES IN THE CONTRACT WORK.

A. Request for Change. Contractor may, at any time and from time to time, without affecting the validity of this Agreement, order additions, deletions or other modifications to the Contract (the "Change Request"). Contractor's Designated Representative shall be the only person authorized to make Change Requests, Upon written acceptance of Subcontractor's Change Order Estimate (as defined below) by Owner and Contractor, Subcontractor shall execute Contractor's standard form Change Order which shall, incorporate all of the terms and conditions of this Agreement (the "Change Order"). All labor, materials or equipment utilized shall be consistent with the terms of the Agreement and the Change Request. Subcontractor shall maintain complete records of all duly authorized modifications made to the Contract Work. Upon completion of the Project Work, Subcontractor shall provide Contractor with a redlined set of Project Contract Documents, showing any modifications of the Contract Work. Contractor is relying on Subcontractor's specialized knowledge related to performance of the Contract Work. Subcontractor shall be liable to Contractor and Owner for all additional costs created by or arising out of any unauthorized changes to the Contract Work.

B. Change Order Estimate. Upon receipt of a Change Request, Subcontractor shall promptly furnish to Contractor a statement in the form of Addendum 6 (the "Change Order Estimate") setting forth in detail, with a labor and material breakdown by trades and work classifications. Subcontractor's prices for Change Order modifications shall be consistent with the contract prices covered by this Agreement. Contractor shall have the option to engage another third-party to perform the work set forth in any Change Request. Subcontractor shall have no claim for additional compensation as a result of the Change Request unless the Change Order is accepted by Contractor in writing. Expeditious handling of such Change Requests by Subcontractor is material to Contractor's entering into this Agreement with Subcontractor.

C. <u>Value Engineering</u>. In the event that Contractor delivers written notice to Subcontractor of a specific value engineering initiative (the "VE Initiative"), Subcontractor will provide to Contractor, within three days, a revised Contract Price reflecting the VE Initiative and including all back-up and price breakdowns reasonably requested by Contractor (the "Value Engineering Deduct"). Notwithstanding any provision of this Agreement, in the event that Subcontractor fails to comply with the previous sentence of this Section VI(C), Contractor shall have the right to unilaterally remove the work associated with the VE Initiative from the Contract Work and reduce the Contract Price accordingly.</u> Notwithstanding any provision of this Agreement, in the event that the amount of the Value Engineering Deduct is not reasonably acceptable to Contractor, Contractor shall have the right to obtain an alternate price from a third-party, and if Subcontractor fails to meet such price, Contractor shall have the right to unilaterally remove the work associated with the VE Initiative from the Contract fails to meet such price, Contractor shall have the right to unilaterally remove the work associated with the VE Initiative from the Contractor fails to meet such price, Contractor shall have the right to unilaterally remove the work associated with the VE Initiative from the Contract Work and reduce the Contractor shall have the right to unilaterally remove the work associated with the VE Initiative from the Contract Work and reduce the Contract Price accordingly.</u>

D. <u>Owner's Approval of Change Estimate</u>. If the work for which Subcontractor claims extra compensation, is determined by Owner not to entitle Contractor to a Change Order, Contractor shall not be liable to Subcontractor for any extra compensation for such work, unless, Contractor agreed, in writing, to such extra compensation specifically excluding Owner's approval and payment.

VII. WARRANTY, TESTING AND CORRECTION.

A. Warranty of Materials and Workmanship. Subcontractor expressly warrants that all labor, material, equipment, and fixtures furnished or installed by it (or by its subcontractors or materialmen) under the terms of this Agreement shall be of good quality and to the best of industry standards, free of any faults and defects whatsoever, and shall be completed in accordance with and shall meet or exceed the requirements of the Project Contract Documents and applicable Laws and standards. Subcontractor shall promptly provide sufficient evidence of such conformance, if requested. This warranty shall survive for so long as Contractor or Owner may be held liable for the matters warranted hereunder (in their respective roles as contractor, builder or seller) but in no event less than a period of two years from the date of completion and final acceptance of the Contract Work. The above express warranty of Subcontractor shall not limit or affect other warranties or guarantees expressly or impliedly made by Subcontractor or any of its subcontractors or materialmen and shall not limit or affect any remedies that are awarded by law with respect to express or implied warranties or nealigent or willful acts or omissions of Subcontractor or any of its subcontractors or materialmen. The above warranties issued by Subcontractor shall be for the benefit of Contractor, Owner and their respective successors and assians.

B. Test and Inspection of the Contract Work. Contractor shall not be responsible for reviewing or accepting, the safety or design of the Contract Work or any part thereof or a determination of conformance with Laws or other requirements of any public utility. However, Contractor shall be entitled (but not required) to test and inspect the Contract Work or cause the same to be accomplished without notice to Subcontractor. Subcontractor shall notify Contractor in writing of any prudent, reasonable, or required inspection or testing that must be performed, within a certain time period, so as not to require modification of the Contract Work or the work of others in connection with the inspection, testing and approval. Failure of Subcontractor to so notify Contractor shall result in Subcontractor assuming full responsibility for, and all costs of the uncovering of the Contract Work, or the work of others, in order to allow the required inspection, testing and approval. As part of the Project Work, Subcontractor shall be responsible for the execution of all inspections, tests and testing required by the specifications, and by all governmental authorities having jurisdiction.

C. <u>Correction and Removal of Defective Contract Work.</u> Subcontractor shall, at its own expense, provide all materials and labor to correct any defects in the Contract Work's materials or equipment (together with any damage to all finishes, fixtures, equipment and personal property damage as a result of such

defects) and to remedy any violation of Laws in a manner reasonably satisfactory to Contractor. Subcontractor shall begin all corrective and remedial work necessary to cure any defect in the Contract Work, materials or equipment and to remedy any violation of Laws within 48 hours after receipt of a notice from Contractor. However, any defect related to life saving systems, plumbing, heating, electrical and roofing shall be completed immediately after the notice to repair is delivered to Subcontractor. Subcontractor shall diligently pursue all corrective and remedial work to completion. Subcontractor shall provide a written report to Contractor's office immediately upon completion of the corrective or remedial work. If Contractor remedies any defect for Subcontractor, Subcontractor shall pay to Contractor the costs of all corrective work plus a 20% handling charge.

VIII. INDEMNIFICATION, RELEASE AND LIMITATION OF LIABILITY.

A. Indemnification.

1. To the fullest extent permitted by law, Subcontractor shall indemnify and hold harmless Contractor, Owner, and their respective subsidiaries, owners, affiliates, directors, shareholders, members, officers, managers, agents and employees from and against all claims, damages, losses, expenses and other costs, including costs of defense and attorney's fees, arising out or resulting from or in connection with (a) any breach of this Agreement by Subcontractor; (b) the negligence or willful misconduct of Subcontractor or any subcontractor or supplier of Subcontractor or any of their respective agents or employees; or (c) the Contract Work.

2. Provided that Subcontractor has paid all undisputed outstanding Invoices, in the event that Confractor is joined as a party in a lawsuit or arbitration filed by Subcontractor or any subcontractor or supplier of Subcontractor concerning sums allegedly due to such party, Subcontractor shall provide a bond or other security agreeable to Contractor to protect the interests of Contractor and Owner. The amount of bond or security provided by Subcontractor shall be equal to 150% of the amount allegedly due to Subcontractor or the applicable subcontractor or supplier of Subcontractor.

3. Subcontractor further agrees to indemnify, hold harmless and defend Contractor from and against any loss, including but not limited to fines, penalties and corrective measures that Contractor may sustain by reason of Subcontractor's failure to comply with all applicable federal, state and local laws, ordinances, rules, regulations and other acts of any governmental authority, in performance of the Contract Work.

4. The primary duty for the safety of Subcontractor's employees, materials, conditions and equipment shall lie with Subcontractor. Subcontractor will furnish an active and enacted Safety Program to Contractor's Superintendent prior to personnel or material entering the Project Site. Subcontractor further-agrees to indemnify, hold harmless, protect and defend Contractor and Owner, its

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successors or assignees, its clients and the user of Subcontractor's goods and services against all suits and from all claims, demands, judgements, costs and attorneys fees for actual or alleged infringement of letters, patents, trademarks and copyrights in connection with goods and services supplied hereunder provided that they are used as normally intended.

5. Any indemnification set forth in this Section VIII(A) shall be effective after completion of the Contract Work as well as during the progress of the Contract Work, and shall not be limited by the insurance requirements of Section V. Any indemnity provided for in this Section VIII(A) shall be for the benefit of Contractor, Owner and their respective successors and assigns.

B. <u>Release.</u> Subcontractor hereby expressly waives and releases Contractor and Owner from all claims, demands, expenses, debts, damages and liabilities, including, without limitation, lost wages, pain and suffering, permanent or temporary disability, medical and hospital expenses, attorneys' fees and costs of repair and replacement of Subcontractor's property, which in any way arise from or relate to (1) the physical condition, security, or maintenance of the Job Site and the vicinity thereof; (2) vandalism, theft or any other willful or negligent act by any person or entity at the Job Site or in the vicinity thereof, including, without limitation, the operation of a motor vehicle; or (3) the activities, omissions or behavior, whether or not negligent, of suppliers and other contractors and subcontractors, whose services have been or are being utilized by or on behalf of Contractor, as well as the activities, omissions or behavior of their agents and employees, whether or not actively or passively negligent. Nothing in this Section VIII(B) shall be construed to release the Indemnified Parties or any of them from their exclusive (i) willful or (ii) grossty negligent acts.

C. Limitation of Liability.

1. Subcontractor's right to recover damages or losses of any kind or nature resulting from any breach of this Agreement by Contractor shall be governed and limited by the provisions of this Section VIII(C). The terms of this Section VIII(C) shall create no separate right to recover damages.

2. Subcontractor shall keep on a daily and current basis, separate, accurate records of all man-hours, equipment, supplies, materials and tools that it claims it used and/or lost (and the value thereof) as a result of any breach of this Agreement by Contractor. With respect to each and every day that Subcontractor claims it has incurred any losses or increased costs or suffered any damages as a result of any breach of this Agreement by Contractor, Subcontractor shall deliver to Confractor on or before 1:00 p.m. (local time) of the following day, a written notice setting forth and describing in detail such, and the amount of the loss and/or damage claimed by Subcontractor for such day, attaching thereto a complete, true and accurate copy of the records required the previous sentence of this Section VIII(C)(2).

3. If any arbitrator, court of competent jurisdiction or appellate court determines that Contractor is liable to Subcontractor as a result of any breach for any reason, the amount for which Contractor is liable shall not exceed the actual direct field costs incurred by Subcontractor, as per the actual daily direct field costs reflected in the daily records kept by Subcontractor and delivered to Subcontractor on a daily basis pursuant to Section VIII(C)(2). Contractor shall not be liable to Subcontractor for any costs, expenses, losses or damages of any kind if Subcontractor did not comply with the provisions of this Section VIII(C).

4. If Subcontractor commences an action against Contractor seeking recovery of damages or losses for breach of this Agreement, or other reasons caused by Contractor, Subcontractor shall be precluded from proving its costs and damages by "total cost", quantum meruit," "equitable adjustment" or in any way other than specifically identifying and proving the direct field costs that resulted each day from each separate breach, or other cause.

5. Notwithstanding any provision of this Agreement, Contractor shall not be liable to Subcontractor for loss, interest, loss of profit, nor for any indirect, special or consequential damages. Provided that Subcontractor's lien rights are not impaired, Subcontractor shall look solely to the property of Owner for all amounts due Subcontractor hereunder if (a) Subcontractor is not paid undisputed amounts otherwise due Subcontractor pursuant to this Agreement and (b) Contractor has not received payment from Owner of the undisputed amounts due Subcontractor.

IX. AS-BUILTS, FINAL CLOSE OUT REQUIREMENTS. All life safety systems, electrical, mechanical, plumbing, heating, air conditioning, fire sprinkler, drainage, and utility Subcontractors must, prior to receiving Final Payment, furnish Contractor with complete and accurate "as-built" records which shall be maintained at all times during construction showing exact location and dimensions of all control systems, shutoffs, emergency operators, main lines, branch lines, valves, drains, clean outs, etc. in accordance with the Project Contract Documents. All final close out documents (including, without limitation, all maintenance and operational manuals, start-up procedures, brochures, and as-built records as required herein or in any Project Contract Documents) must be provided to Contractor, in triplicate, before Final Payment, in a form reasonably acceptable to Contractor and Owner. Final close out documents must be provided by Subcontractor to Contractor before Contractor can release any monies, over 75% of the Contract Price.

X. <u>LIENS AND STOP NOTICES</u>. Subcontractor shall pay when due, all claims asserted by and debts in favor of persons or entities who furnish labor, material, services, fixtures or equipment applied to or utilized in the performance of the Contract Work. Subcontractor shall prevent the recordation of any claim of lien upon Owner's property, the imposition of any stop notice or bonded stop notice on funds held by a lender that are intended to be paid to Contractor or to Owner pursuant to an agreement to finance completion in whole or in part of the Project, and the garnishment or attachment of funds held by Contractor or

Owner, by promptly satisfying all claims and debts that are or may be asserted against Subcontractor or Subcontractor's subcontractors by such persons or entities. Any sums paid to Subcontractor under this Agreement shall be impressed with a trust in favor of labor and materialmen furnishing labor, materials and equipment to Subcontractor for the Contract Work. If Subcontractor fails to effect any release or dismissal Contractor may take such action as it deems appropriate to effect such release or dismissal and all costs thereof, together with actual attorney's fees, shall be immediately due and payable to Contractor by Subcontractor and if not so paid, shall be deducted from amounts due Subcontractor under this Agreement, or any other Agreement between the parties.

XI. DEFAULT OF SUBCONTRACTOR; REMEDY; TERMINATION; DISPUTE RESOLUTION.

A. <u>Default</u>. The term "<u>Default</u>" shall mean any failure by Subcontractor, at any time, to: (1) supply sufficient skilled workers or proper materials; (2) properly and diligently prosecute the Contract Work as required by this Agreement; (3) make prompt payment to its workers, sub-subcontractors, suppliers or consultants, or becomes delinquent with respect to contributions or payments required to be made to any insurance company, workman's compensation fund, health and welfare, pension, vacation, apprenticeship or other employee benefit program or trust; (4) provide adequate insurance as required by Section V, (5) to provide Contractor with adequate assurance of its ability and willingness to perform pursuant to this Agreement within 48 hours of receiving a written notice from Contractor requesting such assurance, or (5) is otherwise in breach of a material provision of this Agreement. Immediately upon the occurrence of any Default, Contractor shall have the right, without prejudice to any other rights or remedies at law or in equity, to immediately invoke any and all of the remedies set forth in Section XI(C).

B. <u>Liquidated Damages</u>. In addition to other damages and remedies provided in this Subcontract, Subcontractor agrees to pay any liquidated damages that may be assessed against Contractor by Owner, as provided in the Prime Contract, for any Project delays caused by Subcontractor. Such damages shall be paid for each day the Contract Work remains incomplete beyond the time specified for subcontract completion plus any extension thereof agreed to in writing by Contractor, and granted by Owner. Subcontractor's obligation to pay the above liquidated damages shall be for the benefit of Contractor, Owner, and their respective successors and assigns.

C. <u>Remedies.</u> If Subcontractor fails to remedy any Default within 48 hours after receipt of written notice from Contractor, Contractor shall be entitled to any one or more of the following remedies, none of which shall be deemed exclusive of any other:

1. Contractor may immediately terminate the Agreement for cause.

2. Contractor may immediately terminate the right of Subcontractor to prosecute the performance of the Contract Work in whole or in part without liability to Subcontractor for any Contract Work thereafter performed by Contractor or anyone else.

3. Upon receipt of written notice from Contractor, Subcontractor must immediate exit the Job Site leaving all materials and equipment in place and not return without the prior written permission of Contractor.

4. Upon receipt of written notice from Contractor, Subcontractor must immediately return all Design Documents to Contractor.

5. Subcontractor must (a) deliver all Subcontractor permits to Contractor and (b) execute and deliver all documents and take any additional actions necessary to transfer such permits to Contractor or its designee.

6. Contractor may pursue any other remedy provided elsewhere in this Agreement.

7. Contractor may withhold payment of any monies due until the Default of Subcontractor has been cured and a final accounting of Contractor's costs and appropriate deductions have been made as permitted under this Agreement, including without limitation, any liquidated damages attributable to or caused by Subcontractor's failure to prosecute the Contract work within the Project Schedule.

8. Contractor may set off the costs to complete the performance of the Contract Work and any other damages due Contractor against monies due under any other contract between Contractor (or any entity owned, controlled by, affiliated with or under common control with Contractor) and Subcontractor (or any entity owned, controlled by, affiliated with or under common control with Subcontractor), whether such contract shall be in effect prior or subsequent to this Agreement.

9. Contractor may pay any sums to any such persons, firms, itself or other entities to whom Subcontractor shall be obligated and to charge such sums paid to the account of Subcontractor without recourse by Subcontractor. If such sum is greater than the amount then due Subcontractor, the excess shall be a debt due from Subcontractor to Contractor and shall bear interest at the rate of 10% per annum from the date due until paid.

10. Contractor shall also be entitled to use any of Subcontractor's equipment and consume any materials on the Job Site (without further compensation to Subcontractor for such use) until it is completed. Subcontractor shall pay Contractor the cost of such completion or correction, plus a 20% handling charge. Subcontractor shall receive no additional payment until the Contract Work is completed.

11. Any Attorneys' fees and other damages incured by Contractor as a result of a Default shall be considered a cost to complete the Contract Work and shall be paid by Subcontractor.

12. Contractor may pursue any and all such other remedies as may be provided at law or in equity.

D. <u>Termination for Insolvency</u>. In addition to the rights of Contractor set forth in Sections XI(B) and (C), Contractor may immediately invoke the remedies set forth in Section XI(C) without waiting 48 hours upon the occurrence of any of the following: (1) the filling of a petition for relief under the Bankruptcy Code or the institution of any other insolvency proceedings by, against, or on behalf of Subcontractor or Owner, (2) the appointment of a receiver for Subcontractor or Owner, (3) the death, dissolution or liquidation of Subcontractor, (4) the transfer to others of more than 25% of the assets or ownership interest of Subcontractor, and (5) any act of insolvency by Subcontractor or Owner.

E. <u>Termination by Contractor</u>. Upon 48 hours written notice to Subcontractor, Contractor shall be entitled to terminate this Agreement for any cause whatsoever, regardless of whether Subcontractor has begun performance of the Contract Work. In such circumstance, Subcontractor shall be entitled to receive that portion of the Contract Price earned by Subcontractor for Contract Work performed to the satisfaction of Contractor, including shop drawings, submittals, and reasonable mobilization costs, less any payments made prior to the date of termination of this Agreement upon receipt by Contractor of payment from Owner. Subcontractor shall not be entitled to any additional compensation or damages as a result of termination of this Agreement pursuant to this Section XI(E). Subcontractor shall make all reasonable efforts to procure cancellation of all existing orders or contracts upon terms approved by Contractor.

F. Dispute Resolution/Arbitration.

1. Claim. The term "<u>Claim</u>" means a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of any Agreement terms, payment of money, extension of time or other relief with respect to the terms of the Agreement. The term "<u>Claim</u>" also includes other disputes and matters in question between Contractor and Subcontractor arising out of or relating to the Agreement. Claims must be initiated by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

2. Mediation.

(a) Any Claim shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

(b) The parties shall endeavor to resolve their Claims by mediation which shall be in accordance with the Construction Industry Mediation Rules of the

American Arbitration Association in effect as of the date that such Claim arises. Request for mediation shall be filed in writing with the other party to the Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

(c) The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Las Vegas, Nevada. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

3. Arbitration.

(a) Any Claim shall be subject to arbitration, except those claims that are required by statute to be litigated (e.g., foreclosure of a mechanic's lien). Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with the provisions of Section XI(F)(2).

(b) Any Claims not resolved by mediation shall be decided by arbitration which shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association in effect as of the date that such Claim arises. The demand for arbitration shall be filed in writing with the other party to the Agreement and the American Arbitration Association.

(c) A demand for arbitration shall be made within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.

(d) The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

(e) The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof

4. Continued Performance. Notwithstanding any provision of this Agreement, in the event of any unresolved Claim, dispute, or controversy between Contractor and Subcontractor related to the Contract Work or this Agreement, Contractor shall diligently continue to perform the Contract Work to the full extent practicable pending resolution of the unresolved Claim, and Contractor

shall continue to make payment required under this Agreement for all Contract Work that is not directly implicated in the Claim.

XII. <u>REPRESENTATIONS OF SUBCONTRACTOR</u>. To induce Contractor to enter into this Agreement, Subcontractor covenants, represents and warrants as follows:

A. <u>Authority</u>. Subcontractor is duly organized and in good standing under the laws of the State of Nevada, and has all necessary powers to carry on its business and has the right, power, legal capacity and authority to enter into this Agreement.

B. <u>**Higation.**</u> Except as disclosed to Contractor, in writing, prior to the Effective Date, there is no bankruptcy, reorganization, suit, action, arbitration, or legal administrative or other proceeding, or non-insured workers' compensation claim or governmental investigation pending or threatened, against Subcontractor or to the knowledge of Subcontractor, against any affiliate, general partners or shareholders of Subcontractor.

C. <u>Financial Capability and Skill</u>. Subcontractor is and must continue to remain financially solvent and financially capable of discharging its obligations under this Agreement. Subcontractor and everyone acting on behalf of Subcontractor in connection with the performance of the Contract Work is skilled in performing the Contract Work and in the means, methods, techniques, sequences and procedures related to completing the Contract Work in the most expeditious and economical manner consistent with the interest of Contractor.

D. <u>Licenses/Permits</u>. Subcontractor has and shall maintain, or shall pay for and maintain, all necessary licenses, Subcontractor specific permits, and governmental fees necessary to perform the Contract Work and all other obligations of Subcontractor under this Agreement.

XIII. MISCELLANEOUS.

A. <u>Nondiscrimination</u>. Subcontractor shall abide by and comply with all procedures, rules and regulations concerning nondiscrimination issued by any governmental agency or authority, insofar as they apply to Subcontractor's performance of this Agreement.

B. <u>Notice</u>. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (1) by personal delivery, when delivered personally; (2) by overnight courier, upon written or electronic verification of receipt; (3) by electronic mail or facsimile, upon transmission; or (4) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth on the first page of this Agreement or such other address as either party may specify in writing.

C. <u>Construction</u>; No <u>Waiver</u>. Whenever used in this Agreement, the singular shall include the plural and the plural the singular. Delay in the enforcement of any

remedy in the event of a breach of any term or condition hereof or in the exercise by either party of any right hereunder shall not be construed as a waiver. This Agreement and all of the addenda, attachments, schedules and exhibits hereto, which are hereby incorporated into this Agreement by this reference, constitute the entire Agreement between the parties.

D. <u>Injunctive Relief for Breach</u>. Subcontractor's obligations under this Agreement are of a unique character that gives them particular value. A breach of any of such obligations will result in irreparable and continuing damage to Contractor for which there will be no adequate remedy at law. In the event of such breach, Contractor will be entitled to injunctive relief and/or a decree for specific performance, and such other and further relief as may be proper (including monetary damages if appropriate).

E. <u>Merger Clause</u>. This Agreement represents the entire and integrated agreement between Contractor and Subcontractor related to the subject matter hereof and supersedes all prior negotiations, representations, agreements, communications, bids, proposals, and estimates, whether written or oral.

F. <u>Amendment and Termination</u>. Subject to Section VI(C) and Sections XI(C) and (D), this Agreement may be amended or terminated only by written instrument executed by both Contractor and Subcontractor.

G. <u>Severability</u>. If any portion of this Agreement is declared by court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining portions shall remain in full force as though such invalid or unenforceable portion had not been a part of this Agreement.

H. <u>Assignment</u>: Contractor and Owner may, at any time, assign the whole or any part of this Agreement. Subcontractor shall not assign or further subcontract (with the exception of those subcontractors listed by Subcontractor pursuant to Section Addendum 3) any portion of the Contract Work without the prior written consent of Contractor. Contractor's consent to an assignment shall not relieve or release Subcontractor from all obligations of the Agreement. Subcontractor acknowledges the reasonableness of this provision due to the personal service nature of this Agreement.

I. <u>Tille to improvements</u>. Title to all materials, fixtures, plans and installations shall be deemed vested in Contractor when such has been installed, affixed permanently to the reality, or otherwise delivered to and accepted by Contractor. Contractor shall not be liable for loss or damage to any material or fixtures as to which title is not then vested in Contractor at the time of such loss or damage as herein provided, whether such material or fixtures are on the Job Site, in transit, or under the control of Contractor.

J. <u>Continuation of Work</u>. During all disputes, actions, claims or other matters arising out or relating to this Agreement or the breach thereof, Subcontractor shall carry on its duties hereunder and maintain the schedule for performance for the Contract Work. Subcontractor shall be paid for performance of undisputed Contract Work, in accordance with the terms of this Agreement,

K. <u>Interpretation and Governing Law; Time</u>. This Agreement shall not be construed against the party who prepared it, but shall be construed as though prepared by both parties; the parties thereby waiving the effect of any statute or law providing for uncertainties in a contract to be construed against the party who prepared the agreement. This Agreement shall be construed and governed by the laws of the State of Nevada. Subject to Section XI(F), any litigation or other proceedings regarding this Agreement shall be brought in the applicable court in Clark County, Nevada. It is mutually accepted that time is of the essence in this Agreement.

L. Litigation Fees.

1. Payment to Prevailing Party. It is expressly understood that this Agreement shall include an Arbitration Provision as shown in Section XI(F). In the event that any negotiation, suit, action, arbitration, or mediation is instituted to enforce or interpret any provision in this Agreement or to resolve any dispute arising from or related to the Work, the prevailing party in such negotiation, suit, action, arbitration, or mediation to recover, in addition to any other relief to which it is entitled, from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including, without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of and expenses of appeals. For purposes of this Agreement, the "prevailing party" shall be the party who recovers a greater percentage of the disputed amount, as well as a party who dismisses an action for recovery hereunder in exchange for greater settlement of the sums allegedly due.

2. Attorneys' Fees in Third Party Litigation. If any party is required to initiate or defend any action or proceeding with a third party (including, without limitation, any cross-compliant, counterclaim or third party claim as well as any claim brought by Owner) because of the other party's breach or alleged breach of this Agreement, and such party is the prevailing party in such action or proceeding, such shall be entitled to it's attorneys' fees.

M. <u>Independent Contractor</u>. Subcontractor is an independent contractor and shall, at Subcontractor's sole expense, and without increase in the Contract Price, comply with all Laws and pay all manufacturers' sales, use and processing taxes and all federal, state and local taxes.

N. <u>Survival of Obligations</u>. Any indemnity, guaranty, representation or warranty given by Subcontractor to Contractor in this Agreement shall survive the expiration or termination of this Agreement.

O. Third Party Beneficiaries.

1. Subject to Section XIII(O)(2) and as expressly set forth elsewhere in this Agreement, this Agreement is between Contractor and Subcontractor. Except as expressly set forth herein, no other person or entity is intended to be, nor shall be, benefited by the terms hereof, whether as a third party beneficiary or otherwise.

2. Notwithstanding any provision of this Agreement, it is expressly agreed that Owner is a third-party beneficiary of Subcontractor's obligations under this Subcontractor Agreement, including without limitation, any indemnity, warranty, insurance, or liquidated damage provisions obtained by Contractors.

P. <u>Substance Abuse Testing</u>. Contractor shall have the right (but not the obligation) to require all personnel of Subcontractors, and its subcontractors, to be tested for substance abuse. Should any individual refuse to be so tested than that individual shall be considered an unfit person per Section III(A) and shall not work on the Project Site.

Q. <u>Counterparts.</u> This Agreement may be executed in counterparts, all of which together shall constitute one and the same agreement. Signatures to this Agreement may be transmitted via facsimile or PDF, and such signatures shall be deemed to be originals.

R. <u>APCO Relationship</u>. Subcontractor was previously engaged to perform the Contract Work by Asphalt Products Corporation ("<u>APCO</u>"). Notwithstanding any provision of this Agreement, this Agreement shall not (1) be construed to alter any contractual relationship between Subcontractor and APCO prior to the Effective Date or (2) prejudice any rights or obligations of APCO and Subcontractor, to each other, arising or applicable under the any such agreement prior to the Effective Date; provided however, that Subcontractor shall not be entitled to payment from both APCO and Contractor for performing the exact same Contract Work.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Subcontractor

corporation, sole proprietorship, partnership, limited liability company

By: Its:

Contractor

Camco Pacific Construction Company, Inc., a California corporation

By: Its:

,

.

Contractor's License Number: Federal Tax ID or FICA No.:

FURTHER DESCRIPTION OF THE CONTRACT WORK

Subcontractor shall furnish and install all labor, material, supervision, equipment, tools, transportation, submittals, taxes, hoisting, scaffolding, specialty permits and incidentals as are required to install and complete all Site and Building Electrical Work (including high and low voltage) per the Project Contract Documents and the Project Schedule for the following amounts per building:

Building	Amount
Building 2	\$698,000
Building 3	\$698,000
Building 7	\$1,858,500
Building 8	\$1,064,000
Building 9	\$1,064,000
Total:	\$5;382,500

The Contract Work is hereby limited by the following:

[Insert Inclusions and Exclusions from item 29 of the Helix proposed amendment to APCO_Craig Colligan is reviewing them now.]

In addition to the Contract Price, Contractor has approved and executed the following Change Orders for the corresponding amounts set forth below (the "Approved Change Orders"):

linsert list of approved change arders

As Subcontractor has had the Project Contract Documents in its possession for several months and has been working on the Project since construction commenced, Subcontractor has had ample opportunity to review the Project Contract Drawings and submit any Change Orders that may have been necessary. Subject to the payment of the Contract Price and the amounts required by the Approved Change Orders, but notwithstanding any provision of this Agreement, any construction necessities, or design issues, it is hereby expressly agreed that Subcontractor will neither submit another Change Order nor request any additional payment or time extension in connection with this Project.

PROJECT CONTRACT DOCUMENTS

Contractor has (a) delivered to Subcontractor a disk entitled "ManhattanWest Construction Drawings November 5, 2008" containing all of the actual drawings, documents, and submittals for the Project (excluding the shop drawings) and (b) made available to Subcontractor all of the shop drawings for the Project (collectively, the "<u>Project Contract Documents</u>"). Prior to the Effective Date, (a) Subcontractor received and reviewed the Project Contract Documents and (b) both parties hereby acknowledge that the version of such documents as of November 5, 2008 are hereby incorporated into this Agreement and shall serve as the relevant construction documents for purposes of this Agreement.

LIST OF SUPPLIERS AND SUBCONTRACTORS

The following is a list of all suppliers and subcontractors whose materials and services will be or have been utilized by Subcontractor in the performance of the Contract Work or as described in the Invoice, together with a description of the materials and services provided by such suppliers and subcontractors in connection with the Contract Work, and the price charged by such suppliers and subcontractors for such materials and services. If necessary, this list will be continued on an additional sheet. If this list is being submitted with an Invoice, attach a copy of each invoice submitted by the following suppliers and subcontractors representing all of the materials and services that Subcontractor has provided during the applicable Invoice period.

Name and Address	Material or Service Provided	Price Charged
1. Name: Address:		
manager of 2 sign MA-2 so down 27 March 20 s	÷	
2. Name: Address:		
3. Name: Address:		
4. Name: Address:		

Helix Electric of Nevada LLC

Invoice Period: _____, 200_to _____, 200_

В	y	•	
H	s	:	

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PROJECT SCHEDULE

[THIS SCHEDULE WILL BE UPDATED AND BASED ON REALITY. CRAIG COLLIGAN WILL DELIVER IT SHORTLY.]

CONTRACT PRICE, SCHEDULE OF VALUES, UNIT PRICES, AND ALLOWANCES

- 1. Contract Price: \$5,382,500
- 2. Schedule of Values: See Attached.
- 3. Unit Prices: See Attached.

1 - ... 1 4. Allowances: Contractor and Subcontractor acknowledge that the costs of certain options of the Project Work are incapable of exact determination at the time of execution of this Agreement. Contractor and Subcontractor have agreed upon reasonable estimates of such costs based upon all available information for such portion of the Contract Work. These estimates are called "Allowances."

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FORM OF CHANGE ORDER ESTIMATE

APCO-TR-EX0170-0038

IN THE SUPREME COURT OF THE STATE OF NEVADA

Supreme Court Case No. 77320 Consolidated with 80508

HELIX ELECTRIC OF NEVADA, LLC,

Appellant,

v.

APCO CONSTRUCTION, INC., A NEVADA CORPORATION,

Respondent.

JOINT APPENDIX VOLUME 48

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CHRONOLOGICAL APPENDIX OF EXHIBITS

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
06-24-09	Helix Electric's Statement of Facts Constituting Lien and Third-Party Complaint	JA000001- JA000015	1
08-05-09	APCO's Answer to Helix's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA000016 - JA000030	1
04-26-10	CAMCO and Fidelity's Answer and CAMCO's Counterclaim	JA000031- JA000041	1
07-02-10	Order Striking Defendant Gemstone Development West, Inc.'s Answer and Counterclaim and Entering Default	JA000042- JA000043	1
06-06-13	APCO's Limited Motion to Lift Stay for Purposes of this Motion Only; (2) APCO's Motion for Summary Judgment Against Gemstone Only; and (3) Request for Order Shortening Time	JA000044- JA000054	1
	Exhibit 1 – Affidavit of Randy Nickerl in Support of (I) APCO's Limited Motion to Lift Sta for Purposes of this Motion Only; (2) APCO's Motion for Judgment Against Gemstone Only		1/2/4/5/6
	Exhibit 2 – Findings of Fact and Conclusions of Law and Judgment in Favor of APCO Construction Against Gemstone Development West, Inc. Only	JA000317- JA000326	6

<u>Date</u>	Description	<u>Bates</u> Number	<u>Volume(s)</u>
06-13-13	Docket Entry and Minute Order Granting APCO's Motion for Summary Judgment Against Gemstone	JA000327	6
08-02-17	Peel Brimley Lien Claimants'Motion for Partial SummaryJudgment Precluding DefensesBased on Pay-if-PaidAgreements and Ex ParteApplication for OrderShortening Time	JA000328- JA000342	6
	Exhibit 1 – APCO Construction's Answers to Helix Electric of Nevada, LLC's First Request for Interrogatories		6
	Exhibit 2 – Camco Pacific Construction Company, Inc.'s Responses to Helix Electric of Nevada, LLC's Interrogatories		6
08-21-17	APCO Construction's Opposition to Peel Brimley Lien Claimants' Partial Motion for Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA000393- JA000409	6/7
	Exhibit A – Excerpt from 30(b)(6) Witness for Helix Electric of Nevada, LLC taken July 20, 2017	JA000410- JA000412	7
09-28-17	Peel Brimley Lien Claimants' Reply to Oppositions to Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA000413- JA00418	7
11-06-17	Peel Brimley Lien Claimants' Motion in Limine Nos. 1-6	JA000419- JA000428	7

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Exhibit 1 – Notice of Entry of Order	JA000429 JA000435	7
	Exhibit 2 – Amended Notices of 30(b)(6) Deposition of Camco Pacific Construction Company, Inc. from Cactus Rose Construction, Inc., Fast Glass, Inc.'s, Heinaman Contract Glazing, Inc. and Helix Electric of Nevada, LLC's	JA000436- JA000472	7/8
	Exhibit 3 – Excerpt from David E. Parry's Deposition Transcript taken June 20, 2017	JA000473 JA00489	8
	Exhibit 4 – Cactus Rose Construction, Inc.'s First Set of Request for Admissions to Camco Pacific Construction		8
	Exhibit 5 – Fast Glass, Inc.'s First Set of Request for Admissions to Camco Pacific Construction	JA000501- JA000511	8
	Exhibit 6 – Heinaman Contract Glazing, Inc.'s First Set of Request for Admissions to Camco Pacific Construction		8
	Exhibit 7 – Helix Electric of Nevada, LLC's First Set of Request for Admissions to Camco Pacific Construction	JA000523-	8
11-06-17	Helix Electric of Nevada's Motion <i>in Limine</i> Nos. 1-4	JA000534- JA000542	8
	Exhibit 1 – Notice of Entry of Order		8
	Exhibit 2 – Helix Electric of Nevada, LLC's Amended Notice of 30(b)(6) Deposition of APCO Construction	JA000550 JA000558	8/9

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Exhibit 3 - Excerpts from Brian Benson Deposition Transcript taken June 5, 2017	JA000559 JA000574	9
	Exhibit 4 – Excerpts from Mary Jo Allen's Deposition Transcript taken July 18, 2017	JA000575- JA000589	9
11-06-17	APCO Construction, Inc.'s Omnibus Motion <i>in Limine</i>	JA000590 JA000614	9
	Exhibit 1 – Second Amended Notice of taking NRCP Rule 30(b)(6) Deposition of Person Most Knowledgeable for Zitting Brothers Construction, Inc.	JA000615- JA000624	9
	Exhibit 2 – Zitting Brothers Construction, Inc.'s Motion for Partial Summary Judgment Against APCO Construction		9
	Exhibit 3 – Excerpts from Samuel Zitting's Deposition Transcript taken October 27, 2017	JA000647- JA000678	9/10
	Exhibit 4 – Statement of Facts Constituting Lien on Behalf of Buchele, Inc.	JA000679- JA000730	10
	Exhibit 5 – Subcontract Agreement dated April 17, 2007	JA000731- JA000808	10/11
	Exhibit 6 – Subcontract Agreement dated April 17, 2007	JA000809- JA000826	11/12
	Exhibit 7 – Email from Mary Bacon dated October 16, 2017	JA000827- JA000831	12
	Exhibit 8 – Email from Mary Bacon dated October 17, 2017	JA000832- JA000837	12
	Exhibit 9 – Email from Eric Zimbelman dated October 17, 2017	JA000838- JA000844	12
	Exhibit 10 – Special Master Report, Recommendation and District Court Order	JA00845- JA000848	12

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Exhibit 11 – Plaintiff in Intervention, National Wood Products, Inc.'s Initial Disclosures Pursuant to NRCP 16.1		12
	Exhibit 12 – Plaintiff in Intervention, National Wood Products, Inc.'s First Supplemental Disclosures Pursuant to NRCP 16.1	JA000857- JA000864	12
	Exhibit 13 – Amended Notice of Taking NRCP Rule 30(b)(6) Deposition of Person Most Knowledgeable for Helix Electric of Nevada, LLC	JA000865- JA000873	12
	Exhibit 14 – Excerpts from Helix Electric of Nevada, LLC's 30(b)(6) Witness Deposition Transcript taken July 20, 2017	JA000874-	12
11-14-17	Camco Pacific Construction Company, Inc.'s Opposition to Lien Claimants' Motions in Limine Nos. 1-6		12
	Exhibit A – Nevada Construction Services Cost Plus GMP Contract Disbursement Agreement	JA000906- JA000907	12
	Exhibit B – Scott Financial Corporation's April 28, 2009 letter to the Nevada State Contractor's Board	JA000908- JA000915	2/13
	Exhibit C – E-mail from Alex Edelstein dated December 15, 2008 Re: Letter to Subs	JA000916- JA000917	13
	Exhibit D – Camco Pacific's letter dated December 22, 2008	JA000918- JA000920	13
	Exhibit E – Order Approving Sale of Property	JA000921- JA000928	13

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
11-14-17	APCO Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC's Motions <i>in</i> <i>Limine</i> Nos. 1-4	JA000929- JA000940	13/14
	Exhibit 1 – Excerpts from the Deposition Transcript of Mary Jo Allen taken July 18, 2017	JA000941- JA000966	14/15/16
	Exhibit 2 – Helix Electric's Manhattan West Billing/Payment Status through August 2008	JA000967- JA000969	16/17
	Exhibit 3 – Excerpts from the Deposition Transcript of Andrew Rivera taken July 20, 2017	JA000970- JA000993	17/18/19
11-14-17	HelixElectricofNevada'sOppositiontoAPCOConstruction'sOmnibusMotion in Limine	JA000994- JA001008	20
	Exhibit 1 – Excerpts from the Deposition Transcript of Brian Benson taken June 5, 2017	JA001009- JA001042	20
	Exhibit 2 - Excerpts from the Deposition Transcript of Brian Benson taken June 5, 2017	JA001043- JA001055	20
	Exhibit 3 – Special Master Order Requiring Completion of Questionnaire	JA001056- JA001059	20
	Exhibit 4 – Excerpts from the Deposition Transcript of the 30(b)(6) Witness for Helix Electric of Nevada taken July 20, 2017	JA001060- JA001064	20
	Exhibit 5 - Excerpts from the Deposition Transcript of David E. Parry taken June 20, 2017	JA001065 JA001132	20/21
11-15-17	APCO Construction, Inc.'s Reply in Support of its Omnibus <i>Motion in Limine</i>	JA001133 JA001148	21

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Exhibit 1 – Special Master Report Regarding Discovery Status	JA001149- JA001151	21
	Exhibit 2 – Notice of Taking NRCP Rule 30(b)(6) Deposition of the Person Most Knowledgeable for Zitting Brothers Construction, Inc.	JA001152- JA001160	21
12-29-17	Notice of Entry of Order Granting Peel Brimley Lien Claimants' Motion <i>in Limine</i> 1- 6		22
12-29-17	Notice of Entry of Order Granting in Part and Denying in Part Helix Electric of Nevada, LLC's Motion <i>in Limine</i> 1-4		22
12-29-17	Notice of Entry of Order Granting in Part and Denying in Part APCO Construction's Omnibus Motion <i>in Limine</i>		22
01-03-18	Notice of Entry of Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements		22
01-04-18	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 provision on an Order Shortening Time	JA001199- JA001217	22
	Exhibit 1 – Subcontract Agreement (Helix Electric of Nevada, LLC)	JA001218- JA001245	22/23/24
	Exhibit 2 – Subcontract Agreement (Zitting Brothers)	JA001246- JA001263	24

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Exhibit 3 – Subcontract Agreement (CabineTec)	JA001264- JA001281	24/25
	Exhibit 4 – Amended Notice of Lien		25
	Exhibit 5 - Amended NOL	JA001298- JA001309	25
	Exhibit 6 – Notice of Lien	JA001310- JA001313	25
	Exhibit 7 – Order Approving Sale of Property	JA001314- JA001376	25/26
	Exhibit 8 – Order Releasing Sale Proceeds from Court Controlled Escrow Account	JA001377- JA001380	26
	Exhibit 9 – Order Denying <i>En</i> <i>Banc</i> Reconsideration	JA001381- JA001385	26
	Exhibit 10 – Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA001386- JA001392	26
	Exhibit 11 – Notice of Entry of Findings of Fact and Conclusions of Law and Judgment	JA001393- JA001430	26
	Exhibit 12 – Order Big D Construction Corp.'s Motion for Attorney's Fees, Costs and Interest Pursuant to Judgment		26
	Exhibit 13 – Appellant's Opening Brief (Padilla v. Big D)	JA001436- JA001469	26
	Exhibit 14 – Respondent's Answering Brief	JA001470- JA001516	26/27
	Exhibit 15 – Appellant's Reply Brief (Padilla v. Big D)	JA001517- JA001551	27
01-09-18	Peel Brimley Lien Claimants'OppositiontoAPCOConstruction'sMotionReconsiderationof	JA001552- JA001560	27

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Granting Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements		
01-10-18	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		27
01-12-18	Joint Pre-Trial Memorandum [for APCO Construction, Inc., the Peel Brimley Lien Claimants and National Wood Products, LLC ONLY]	JA001574- JA001594	27/28
	Exhibit 1 – Exhibit List APCO	JA001595- JA001614	28
	Exhibit 2 – Helix Trial Exhibits	JA001615- JA001616	28
	Exhibit 3 – Exhibit List Plaintiff in Intervention National Wood Products, Inc.	JA001617- JA001635	28
	Exhibit 4 – Cactus Rose Trial Exhibits	JA001636- JA001637	28
	Exhibit 5 – Heinaman Trial Exhibits	JA001638- JA001639	28
	Exhibit 6 – Fast Glass Trial Exhibits	JA001640- JA001641	28
	Exhibit 7 – SWPPP Trial Exhibits	JA001642- JA001643	28
	Exhibit 8 - Order Granting in Part and Denying in Part APCO Construction's Omnibus Motion <i>in Limine</i>	JA001644- JA001647	28

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Exhibit 9 - Amended <i>nunc pro</i> <i>tunc</i> order regarding APCO Construction, Inc.'s Omnibus Motion <i>in Limine</i> No. 7	JA001648- JA001650	28
	Exhibit 10 - Order Granting in Part and Denying in part Helix Electric of Nevada, LLC's Motions <i>in</i> <i>Limine</i> 1-4 (Against APCO Construction)	JA001651- JA001653	28
	Exhibit 11 - order granting Peel Brimley Lien Claimants' Motion in Limine Nos.1-6 (against Camco Pacific Construction, Inc.)	JA001654- JA001657	28
	Exhibit 12 - Order Granting Plaintiff in Intervention, National Wood Products, Inc.'s Motion <i>in</i> <i>Limine</i>	JA001658- JA001660	28
	Exhibit 13 - Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA001661- JA00167	28/9/29
01-17-18	Transcript Bench Trial (Day 1) ¹	JA001668- JA001802	29/30
	Trial Exhibit 1 - Grading Agreement (Admitted)	JA001803- JA001825	30
	Trial Exhibit 2 – APCO/Gemstone General Construction Agreement (Admitted)	JA001826- JA001868	30
	TrialExhibit3-NevadaConstructionServices/GemstoneCostPlus/GMPContractDisbursementAgreement(Admitted)	JA001869- JA001884	30

¹ Filed January 31, 2018

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Trial Exhibit 4 - APCO Pay Application No. 9 Submitted to Gemstone (<i>Admitted</i>)	JA001885- JA001974	30/31/32
	Trial Exhibit 5 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work (<i>Admitted</i>)		32
	Trial Exhibit 6 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work (Admitted)		32
	Trial Exhibit 10 - Letter from J. Barker to A. Edelstein Re: Notice of Intent to Stop Work (Second Notice) (Admitted)		32
	Trial Exhibit 13 - Letter from A. Edelstein to Re. Nickerl Re: Termination for Cause (Gemstone) (Admitted)		32
	Trial Exhibit 14 - Letter from W. Gochnour to Sean Thueson Re: [APCO's] Response to [Gemstone's] Termination for Cause (Admitted)	JA002002- JA002010	33
	Trial Exhibit 15 - Letter from R. Nickerl to A. Edelstein Re: 48- Hour Notices (<i>Admitted</i>)	JA002011- JA002013	33
	Trial Exhibit 16 - Email from J. Horning to A. Berman and J. Olivares re: Joint Checks (Admitted)	JA002014	33
	Trial Exhibit 23 - APCO Subcontractor Notice of Stopping Work and Letter from J. Barker to A. Edelstein Re: Notice of Stopping Work and Notice of Intent to Terminate Contract (Admitted)	JA002015- JA002016	33

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Trial Exhibit 24 - Letter from R. Nickerl to Clark County re: Notification of APCO's withdrawal as General Contractor of Record (<i>Admitted</i>)	JA002017- JA002023	33
	Trial Exhibit 26 - Email from J. Gisondo to Subcontractors re: June checks (<i>Admitted</i>)	JA002024	34
	Trial Exhibit 27 - Letter from A. Edelstein to R. Nickerl re: June Progress Payment <i>(Admitted)</i>	JA002025- JA002080	34
	Trial Exhibit 28 - Letter from J. Barker to A. Edelstein Re: Termination of Agreement for GMP (Admitted)	JA002081	34
	Trial Exhibit 31 - Transmission of APCO's Pay Application No. 11 as Submitted to Owner <i>(Admitted)</i>	JA002082- JA002120	34/35
	Trial Exhibit 45 - Subcontractor Agreement (Admitted)	JA002121- JA002146	35
	Trial Exhibit 162 - Amended and Restated General Construction Agreement between Gemstone and CAMCO (<i>Admitted</i>)		35/36
	Trial Exhibit 212 - Letter from Edelstein to R. Nickerl re: NRS 624 Notice (<i>Admitted</i>)	JA002177- JA002181	36
	Trial Exhibit 215 - Email from C. Colligan to Subcontractors re: 48- hour Termination Notice (Admitted)	JA002182- JA002185	36
	Trial Exhibit 216 - Email from C. Colligan re: Meeting with Subcontractors (Admitted)	JA002186- JA002188	36
	Trial Exhibit 506 – Email and Contract Revisions (Admitted)	JA002189 - JA002198	36

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
01-18-18	StipulationandOrderRegardingTrialExhibitAdmitted into Evidence	JA002199- JA002201	36
	Exhibit 1 – Exhibit List APCO	JA002208- JA002221	36
	Exhibit 2 – Helix Trial Exhibits	JA002222- JA002223	36
	Exhibit 3 – Exhibit List Plaintiff in Intervention National Wood Products, Inc.	JA002224- JA002242	36/37
	APCO TRIAL EXHIBITS:		
	APCO Related Exhibits:		
	Trial Exhibit 7 - Letter from Scott Financial to APCO re: Loan Status	JA002243	37
	Trial Exhibit 8 - APCO Pay Application No. 10 as submitted to Owner	JA002244- JA002282	37/38
	Trial Exhibit 12 and 107 - Email from C. Colligan to Subcontractors re: Subcontractor Concerns	JA002283- JA002284	38
	Trial Exhibit 17 – Video (Construction Project)	JA002285	N/A
	Trial Exhibit 18 – Video (Construction Project)	JA002286	N/A
	Trial Exhibit 19 – Video (Construction Project)	JA002287	N/A
	Trial Exhibit 20 – Video (Construction Project)	JA002288	N/A
	Trial Exhibit 21 – Video (Construction Project)	JA002289	N/A
	Trial Exhibit 22 – Video (Construction Project)	JA002290	N/A

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Trial Exhibit 29 - Email from J. Robbins to Subcontractors re: Billing Cut-Off for August Billing	JA002285	39
	Trial Exhibit 30 - Camco Pay Application No. 11 NCS-Owner Approved with NCS Draw Request	JA002286-	39
	Trial Exhibit 32 and 125 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixture installed)	JA002307- JA002308	39
	Trial Exhibits 33 and 126 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed)		39
	Exhibit 34 and 128 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed)	JA002311- JA002312-	40
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	Exhibit 10U – APCO Construction's Answer to WRG Design Inc.'s amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008468- JA008483	111
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	Exhibit 10GG – HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008625- JA008642	112
	Exhibit 10HH – APCO Construction's Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008643- JA008657	112
	Exhibit 10II – Amended Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third- Party Complaint	JA008658- JA008664	112

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	Exhibit 10LL – HD Supply Waterworks, LP's Voluntary Dismissal of Platte River Insurance Company Only Without Prejudice	JA008686- JA008693	112
	Exhibit 10MM – Scott Financial Corporation's Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008694- JA008717	112/113
	Exhibit 10NN-Notice of Appeal	JA008718 JA008723	113
	Exhibit 1000 – Amended Notice of Appeal	JA008724- JA008729	113
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	Trial Exhibit 512 - Helix's Lien Notice	JA003928- JA004034	62/63
	Trial Exhibit 522 - Camco Billing		63/64/65/66/6 7/
		JA004035- JA005281	68/69/70 /71/72 /73/74/75/ 76/77
01-17-18	Transcript Bench Trial (Day 1) ⁵	JA001668- JA001802	29/30
	Trial Exhibit 1 - Grading Agreement (Admitted)	JA001803- JA001825	30
	Trial Exhibit 2 – APCO/Gemstone General Construction Agreement (Admitted)	JA001826- JA001868	30
	Trial Exhibit 3 - Nevada Construction Services /Gemstone Cost Plus/GMP Contract Disbursement Agreement (Admitted)	JA001869- JA001884	30
	Trial Exhibit 4 - APCO Pay Application No. 9 Submitted to Gemstone <i>(Admitted)</i>	JA001885- JA001974	30/31/32
	Trial Exhibit 5 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work <i>(Admitted)</i>	JA001975- JA001978	32
	Trial Exhibit 6 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work <i>(Admitted)</i>	JA001979- JA001980	32
	Trial Exhibit 10 - Letter from J. Barker to A. Edelstein Re: Notice of Intent to Stop Work (Second Notice) <i>(Admitted)</i>	JA001981- JA001987	32

⁵ Filed January 31, 2018

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Trial Exhibit 13 - Letter from A. Edelstein to Re. Nickerl Re: Termination for Cause (Gemstone) <i>(Admitted)</i>	JA001988- JA002001	32
	Trial Exhibit 14 - Letter from W. Gochnour to Sean Thueson Re: [APCO's] Response to [Gemstone's] Termination for Cause <i>(Admitted)</i>	JA002002- JA002010	33
	Trial Exhibit 15 - Letter from R. Nickerl to A. Edelstein Re: 48-Hour Notices (Admitted)	JA002011- JA002013	33
	Trial Exhibit 16 - Email from J. Horning to A. Berman and J. Olivares re: Joint Checks (<i>Admitted</i>)	JA002014	33
	Trial Exhibit 23 - APCO Subcontractor Notice of Stopping Work and Letter from J. Barker to A. Edelstein Re: Notice of Stopping Work and Notice of Intent to Terminate Contract (<i>Admitted</i>)	JA002015- JA002016	33
	Trial Exhibit 24 - Letter from R. Nickerl to Clark County re: Notification of APCO's withdrawal as General Contractor of Record <i>(Admitted)</i>	JA002017- JA002023	33
	Trial Exhibit 26 - Email from J. Gisondo to Subcontractors re: June checks (<i>Admitted</i>)	JA002024	34
	Trial Exhibit 27 - Letter from A. Edelstein to R. Nickerl re: June Progress Payment (Admitted)	JA002025- JA002080	34
	Trial Exhibit 28 - Letter from J. Barker to A. Edelstein Re: Termination of Agreement for GMP (<i>Admitted</i>)	JA002081	34
	Trial Exhibit 31 - Transmission of APCO's Pay Application No. 11 as Submitted to Owner (Admitted)	JA002082- JA002120	34/35
	Trial Exhibit 45 - Subcontractor Agreement (Admitted)	JA002121- JA002146	35

Date	Description	<u>Bates</u> <u>Number</u>	<u>Volume(s)</u>	
	Trial Exhibit 162 - Amended and Restated General Construction Agreement between Gemstone and CAMCO (Admitted)	JA002147- JA002176	35/36	
	Trial Exhibit 212 - Letter from Edelstein to R. Nickerl re: NRS 624 Notice (Admitted)	JA002177- JA002181	36	
	Trial Exhibit 215 - Email from C. Colligan to Subcontractors re: 48-hour Termination Notice <i>(Admitted)</i>	JA002182- JA002185	36	
	Trial Exhibit 216 - Email from C. Colligan re: Meeting with Subcontractors (Admitted)	JA002186- JA002188	36	
	Trial Exhibit 506 – Email and Contract Revisions (Admitted)	JA002189 – JA002198	36	
01-18-18	Transcript – Bench Trial (Day 2) ⁶	JA005284- JA005370	78	
	Trial Exhibit 535 – Deposition Transcript of Andrew Rivera (Exhibit 99) (Admitted)	JA005371- JA005623	78/79/80	
01-19-18	Transcript – Bench Trial (Day 3) ⁷	JA005624- JA005785	80	
	Trial Exhibit 231 – Helix Electric's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint <i>(Admitted)</i>		80	
	Trial Exhibit 314 - Declaration of Victor Fuchs in support of Helix's Motion for Partial Summary Judgment against Gemstone (<i>Admitted</i>)	JA005802- JA005804	80	
	Trial Exhibit 320 – June-August Billings—not paid to APCO (<i>Admitted</i>)	JA005805	80	
	Trial Exhibit 321 – Overpayments to Cabinetec (Admitted)	JA005806-	80	

⁶ Filed January 31, 201879 ⁷ Filed January 31, 2018

Date	Description	<u>Bates</u> <u>Number</u>	<u>Volume(s)</u>	
	Trial Exhibit 536 – Lien math calculations (handwritten) (Admitted)	JA005807- JA005808	80	
	Trial Exhibit 804 – Camco Correspondence (Admitted)	JA005809- JA005816	80	
	Trial Exhibit 3176 – APCO Notice of Lien (Admitted)	JA005817- JA005819	81	
01-24-18	Transcript – Bench Trial (Day 5) ⁸	JA005820- JA005952	81	
01-24-19	Transcript for All Pending Fee Motions on July 19, 2018	JA007300- JA007312	100/101	

⁸ Filed January 31, 2018

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name:
Property Location:
Undersigned's Customer:
Invoice/Payment Application
Number:
Payment Amount:
Payment Period:

ManhattanWest Russell Rd and 215 Beltway CAMCO PACIFIC CONSTRUCTION CO., INC

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 and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

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:_____, 2008

Helix Electric of Nevada LLC

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.

CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

Property Name: Property Location: Undersigned's Customer: Invoice/Payment Application Number: Payment Amount: Payment Period: Amount of Disputed Claims: ManhattanWest Russell Rd and 215 Beltway CAMCO PACIFIC CONSTRUCTION CO., INC

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 the final payment to the undersigned for all work, materials or equipment furnished by the undersigned to the Property or to the Undersigned's Customer and does not cover payment for Disputed Claims, if any. 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 the final 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:_____, 2008

Helix Electric of Nevada LLC

By: Its:

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: Property Location: Undersigned's Customer: Invoice/Payment Application Number: Payment Amount: Payment Period: ManhattanWest Russell Rd and 215 Bellway CAMCO PACIFIC CONSTRUCTION CO., INC

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 fumished or invoiced after the Payment Period.

Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials or equipment that are the subject of this waiver and release.

Dated:_____, 2008

Helix Electric of Nevada LLC

Býčí Its:

UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

Property Name: Property Location: Undersigned's Customer: Invoice/Payment Application Number: Payment Amount: Payment Period: Amount of Disputed Claims: ManhattanWest Russell Rd and 215 Beltway CAMCO PACIFIC CONSTRUCTION CO., INC.

The undersigned has been paid in full for all work, materials and equipment furnished to his Customer for the above described Property and does hereby waive and release 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, except

for the payment of Disputed Claims, if any, noted above.

The undersigned warrants that he either has already paid or will use the money he receives from this final payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated:_____, 2008

Helix Electric of Nevada LLC

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.

The following terms will replace the corresponding portions of the paragraphs in the **Subcontract Agreement**:

Agreement Page 1 Item 1, Amendments, Add the following: "Prior to the removal of APCO as the contractor and the issuance of this Ratification and Amendment of Subcontract Agreement, Helix Electric and APCO were in the process of completing negotiations of the "Helix Electric Exhibit to the Standard Subcontract Agreement between Asphalt Products Corporation (APCO) and Helix Electric of Nevada, LLC for the Manhattan West Condominiums, Las Vegas, NV (APCO Job #168/HE Job #16713)."

The final version of the Helix Electric Exhibit that was acceptable to Helix Electric is attached and incorporated as an Exhibit B amendment under this section of the Ratification and Amendment of Subcontract Agreement.

Agreement Page 1 Item 2, Change Orders, Add the following: Attached Helix Electric Change Order Log udated through 9/29/2008 is submitted as "Exhibit C" to this Ratification and Amendment of Subcontract Agreement. Change Order Log reflects the total amount of \$994,025.01 submitted to APCO prior to the effective date of 8/26/2008 and the total amount of \$259,323.00 submitted to Gemstone/Camco after the effective date of 8/26/2008. These amounts total \$1,253,348.01 and represent the amount due to Helix for change orders on the Manhattan West project.

Agreement Item 4, Subcontractor Scope of Work, 2nd Paragraph Delete the following: "Design" Page 2 and "Insurance"

Agreement Page 3

Item 4, Subcontractor Scope of Work, 4th paragraph, Item (b) 4th line through 9th line, Delete in its entirety.

Agreement Item 4, Subcontractor Scope of Work, Add the following to the end of this section: Page 3 The amounts listed for Buildings 1-12, Site, "Submittals, Trailers, Permits, Supervision"

and Total are derived by the schedule of values prepared by Subcontractor under its subcontract with APCO for billing purposes. Phase I work contract amount for Buildings 2, 3, 7, 8 and 9 that is currently under construction is \$5,555,000.00 The balance of \$7,675,000.00 of the \$13,230,000.00 is the contract amount for Phase 2 work for Buildings 1, 4, 5, 6, 10, 11, and 12.

Agreement Page 3

Page 3

Item 4, Subcontractor Scope of Work, Add the following to the end of this section: "Subcontractor is proceeding with the schedule (the "Camco Schedule') pending resolution of the following:

- Schedule is currently 50 days behind based on original completion date of 10/18/2008 versus the revised Camco completion date of 12/26/2008. Subcontractor has costs associated with extended general conditions as a result of this delay and will be seeking compensation for delay.
- 2. Schedule is accelerated and compressed and requires the subcontractor to complete the remaining work in half the time allotted on this original schedule. Subcontractor will incur costs associated with acceleration and compression and will be seeking compensation for these costs."
- 3. Approved Smoke Control Drawings for Building 7 have not been issued to Subcontractor. This is delaying the completion of Subcontractors design for the Smoke Control Panel. Subsequently, this will delay the manufacture, installation, and final testing of the smoke control panel for the life safety system. Subcontractor will not be held liable for the delays that result to the life safety system installation and the final acceptance of Building 7 by the AHJ.

Agreement Item 5, Ratification, Delete the last sentence, starting with "Notwithstanding...on the Page 3 9th line through ...Change Orders" on the 13th line.

Agreement Item 6, Value Engineering, 3rd line, Change the following: "three days" to "five business days"

Agreement Item 6, Value Engineering, 5th through 12th lines, Delete in their entirety.

Agreement Item 10, Governing Law, 3rd line, Delete the following: "...but without regard to Nevada conflicts of laws provisions."

Agreement Item 11, Further Assurances, Delete in its entirety.

Page 4

Robert D. Johnson	By;
Vice President	Title:
÷.	Date:



The following terms will replace the corresponding portions of the paragraphs in the Subcontract Agreement Terms and Conditions:

Check List	Item 6, Delete in its e	entirety.			
Check List	Item 7, Delete in its o	entirety.			
Check List	Item 8, Delete in its e	entirety.			
Cover Sheet	Insurance, 2 nd Sente	nce, Delete: "…Ge	neral"		
Cover Sheet	Submittals, Delete ir	ı its entirety.			
Cover Sheet	Clean-Up, Delete the last sentence. ("Please be advised that there will be a twenty percent (20T) handling fee for all backcharges against this Subcontract.")				
Cover Sheet	Close-Out Documents, 1 st sentence, Revise to read as follows: "All close out documents must be turned in before Camco Pacific can release <i>final payment.</i> "				
Payment Request	Delete in its entirety	, continue with cu	rrent billing procedures		
Agreement	Contract Price, Correct sum to reflect the following:				
	Building	Amount			
	Building 2 Building 3 Building 7 Building 8 Building 9 Phase I, Submittals, Trailers, Permits, Super	\$ 698,000 \$ 698,000 \$1,858,500 \$1,064,000 \$1,064,000 \$ <u>1,064,000</u>			
	Phase I Total	\$5,555,000	7,675,000	(158)	

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Profit



Agreement B. Plans and Specifications, Delete the last 2 Sentences (Lines 23 through 27). 1. The Contract in their entirety. Work Agreement C. Submittals, Delete in its entirety. I. The Contract Work F. Reduction in the Contract Work, 5th Line, Delete the following: "...or without..." Agreement I. The Contract Work Agreement I. Specific Articles, Delete in its entirety. I. The Contract Work J. Job Site Excavation, 2nd and 3rd Sentences, (Lines 3 through 7), Delete in their Agreement I. The Contract entirety. Work K. Project Schedule, 4th Sentence (Lines 8 through 12), Delete in its entirety, Agreement I. The Contract Work K. Project Schedule, Add the following Paragraph: "Subcontractor received a Agreement 1. The Contract project schedule on 11/18/08 at the jobsite. Schedule had no date but reflected an Work overall completion date of 2/20/09 for punchlist in Building 7. This schedule will be the schedule of record for this section of the agreement. Helix has reviewed the schedule and intends to supply the following peak manpower: **Building** 7 7 men **Building 8** 4 men Building 9 4 men Site 3 men Overall Total - 14 men Contractor agrees that the Subcontractor is not required to provide manpower beyond 3078 E. Sunset Road, Suite 9 · Las Vegas, NV 89120 · Tel: (702) 732-1188 Fax: (702) 732-4386

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HELIX00883



that listed above per buildings, site, and overall total. The overall total represents the peak manpower based on any combination of the men listed per building and site. If Contractor demands Subcontractor to provide manpower above the peaks listed, Contractor agrees to compensate Subcontractor for costs incurred to supply the additional manpower.

Building 7 Fire/Life Safety Testing requires 6-8 weeks to complete. Fire Alarm graphics panel is still being delayed due to no smoke control drawings."

L. Delay, Lines 7 and 8, Delete the following: "Subcontractor shall not be entitled to Agreement I. The Contract any additional compensation for any delays."

Agreement A. Contract Price, Lines 7 and 8, Delete the following: "...an appropriate contingency and ... " II. Contract Price and Payment

Agreement II. Contract Price and Payment

Agreement

Aareement

Work

A. Contract Price, 4^{th,} 5th and 6th Sentences (Lines 9 through 21), Delete in their entirety.

C. Monthly Progress Payments, 3rd Sentence (Lines 6 through 9), Delete in its II. Contract Price entirety. and Payment

C. Monthly Progress Payments, 6th Sentence (Lines 13 through 17), Delete in its II. Contract Price entirety. and Payment

Agreement II. Contract Price and Payment

D. Final Payments, Item (5), Delete in its entirety.

H. Withholding of Payments, Item (4), Delete in its entirety. Agreement II. Contract Price and Payment

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I. Payment of Withheld Amount, 1st Sentence, Delete the following: "less any Agreement expenses incurred by Contractor or damages sustained by Contractor." II. Contract Price and Payment B. No Defects, Delete the 1st Sentence. Agreement III. Job Conditions and Supervision C. Signs, Delete the 1st Sentence. Agreement III. Job Conditions and Supervision E. Hazardous Material, 1st Sentence, Delete the following: 4... (inclusive of Agreement Proposition 65)..." III. Job Site Conditions and Supervision F. Cleanup, Storage, Reserved Gate and Safety, Delete Item (2) in its entirety. Agreement III. Job Site Conditions and Supervision F. Cleanup, Storage, Reserved Gate and Safety, Item (3), 2nd Sentence, Delete Agreement the following: "It is understood that Contractor may charge Subcontractor for trash III. Job Site Conditions and dumpster usage, if Subcontractor uses Contractor's dumpster." Supervision F. Cleanup, Storage, Reserved Gate and Safety, 14th Line, Delete the following: Agreement III. Job Site "...plus a 20% handling fee." Conditions and Supervision F. Cleanup, Storage, Reserved Gate and Safety, Last Sentence, Delete in its Agreement entirety. ("Contractor, may seize 1.5% of Subcontractor's total contract amount as a III. Job Site penalty for not maintaining the job site, and the vicinity thereof, in a clean, neat and Conditions and safe condition to Contractor's satisfaction.") Supervision

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B. No Reliance on Contractor, Delete the Last Sentence in its entirety.
C. Satisfaction with Plans, 3 rd Sentence (Lines 8 through 10), Delete in its entirety.
A. Coverage, Delete Items 3, 3i, and 3ii in their entirety.
A. Coverage, Delete Item 4 in its entirety;
A. Coverage, Add the following: "Subcontractor has a \$25,000 for medium trade contractor deductible/SIR limit."
C. Waivers of Subrogation, Delete the 2 nd Sentence in its entirety.
A. Warranty of Materials and Workmanship, 3 rd Sentence (lines 8 through 12), Delete in its entirety and Replace with the following: "This warranty shall be for a period of 2 years from the date of completion and final acceptance of the contract work."
B. Test and Inspection of the Contract Work, Delete the 4 th Sentence (Lines 10 through 14) in its entirety.
C. Correction an Removal of Defective Contract Work, Las Sentence, Delete "20%" and Replace with "5%"

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Agreement VIII. Indemnification, Release and Limitation of Liability	A. Indemnification, Item 4, Last Sentence, Delete the following: "for actual or alleged infringement of letters, patents, trademarks and copyright sin connection with goods and services supplied hereunder provided that they are used as normally intended."
Agreement VIII. Indemnification, Release and Limitation of Liability	B Release, Item (1), Delete in its entirety.
Agreement VIII. Indemnification, Release and Limitation of Liability	B. Release, Item (2), Delete in its entirety.
Agreement VIII. Indemnification, Release and Limitation of Liability	B. Releases, Item (3), Line 13, Delete the following: "whether or not actively or passively negligent." Line 15, Delete the following: " (i) willful or (ii) grossly negligent acts."
Agreement VIII. Indemnification, Release and Limitation of Liability	C. Limitation of Liability, Item 2, Delete in its entirety.
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Agreement VIII. Indemnification, Release and Limitation of Liability	C. Limitation of Liability, Item 3, Lines 3 through 8, Delete the following: "the amount for which Contractor is liable shall not exceed the actual direct field costs incurred by Subcontractor as per the actual daily direct field costs reflected in the daily records kept by the Subcontractor and delivered to Subcontractor on a daily basis pursuant to Section VIII (C) (2). Contractor shall not be liable to Subcontractor for any costs, expenses, losses or damages of any kind if Subcontractor did not comply with the provision of this Section VIII (C)."			
Agreement VIII. Indemnification, Release and Limitation of Liability	C. Limitation of Liability, Item 4, Delete in its entirety.			
Agreement VIII. Indemnification, Release and Limitation of Liability	C. Limitation of Liability, Item 5, Delete in its entirety.			
Agreement IX. As-Builts, Final Close Out Requirements	Delete the last sentence in its entirety.			
Agreement X. Liens and Stop Notices	Delete the last sentence in its entirety.			
Agreement XI. Default of Subcontractor; Remedy; Termination; Dispute Resolution	C. Remedies, Items 9 and 10, Delete in their entirety.			
1070 6 6				

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HELIX00888



Agreement XIII. H. Assignment, Delete 1st Sentence and Last Sentence in their entirety.

Miscellaneous

Addendum 1

Correct Contract Amount to Reflect the following:

Building	Amount		
Building 2	\$ 698,000		
Building 3	\$ 698,000		
Building 7	\$1,858,500		
Building 8	\$1,064,000		
Building 9	\$1,064,000		
Phase I, Submittals,			
Trailers, Permits,			
Super	<u>\$ 172,500</u>		
Phase I Total	\$5,555,000		

Addendum 1 The attached Helix Electric Approved Change Order Log for APCO Change Orders 2 through 15 in the total amount of \$480,689 represents the approved change orders for Addendum 1.

Addendum 1 Following is the Revised Contract Amount including Approved Change Orders:

Original Contract Amount	\$5,555,000
Approved Change Orders	480,689
Revised Contract Amount	\$6,035,689

Addendum 1 Attached is Helix Electric Cost Estimate Log for Outstanding Change Orders. Contractor will issue change orders for total of \$213,840 plus the settlement of Delta 2 amount of \$143,000 currently being negotiated.

Addendum 1 Last Paragraph delete the following: "...it is hereby expressly agreed that Subcontractor will neither submit another change order nor request any additional payment or time extension in connection with this project."

Addendum 2 Contractor has not delivered a disk entitled "Manhattan West Construction Drawings November 5, 2008" as identified.

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HELIX00889



Addendum 2 Delete the last sentence in its entirety.

Addendum 4 Delete in its entirety.

Addendum 5 1. Contract Price, Revise Price to \$5,555,000 plus \$480,689 in approved change orders for a Revised Contract Amount of \$6,035,689.

Addendum 5 3. Units Pricing – None

Addendum 5 4. Allowances – Delete this item in its entirety.

Victor Fuchs President

By:	-			
Title:			 	
Date:				

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HELIX00890

HELIX ELECTRIC, INC. Constructors Engineers

	Date		Submitted	3 .	Change Order
HELCE #	Submitted	Description	Amount	LCOX	Amount
a an		6/29 Drawings (Delta 2)-Pending Negotiation	\$143,000.00		
	nan antara antara antara da an	GEMSTONE/CAMCO TAKEOVER	a para na manana kaminina mangala kaling kaminina kaminina kaminina kaminina kaminina kaminina kaminina kaminin		adiatestation
28	9/12/2008	Phase II Site Conduits (see CO#6)	\$14,011.00	-	anis Sulper and Sulper a Surplus and
30	9/24/2008	Work Order #108-Type S Recessed Fixture	\$3,559.00	1	
31	9/29/2008	Delta 7 (HVAC changes)	\$34,434.00		
32	9/29/2008	Delta 8 (low voltage equip. room, signage)	\$63,847.00		
33	10/2/2008	B8/B9-Change Romex to MC Floors 1-3 Corridors	\$6,183.00		
	10/7/2008	Pump/guardhouse	\$62,300.00		ton the second second
	10/21/2008	Missing Options B7, B8 & B9	\$14,010.00	1	
34	10/22/2008	Work Order #110-B8; units 154 & 454 wine bar	\$575.00	1	
35	10/22/2008	Work Order #101-Relocate Ceiling Fans	\$3,640.00		
36	10/22/2008	Work Order #106-Relocate Outlets	\$2,669.00		
37	10/22/2008	Work Order #105-Relocate Fireplace B7-256	\$281.00		
38	10/22/2008	Work Order #107-Relocate closet light EC1 units	\$668.00		
39	10/22/2008	Work Order #113-EC2 units 2-5 (drywall installed)	\$1,665.00	T	
40	11/4/2008	Work Order #111-Unit Labeling	\$3,010.00		
41	11/4/2008	Work Order #104-B9/467 change breakers	\$2,028.00		alanan alanas
42	11/4/2008	Work Order #112-B8/262 cabinet change	\$960.00		
		TOTAL	\$356.840.00		

HELIX COST ESTIMATE LOG SUBMITTED AS ATTACHMENT TO CAMCO PACIFIC SUBCONTRACT AGREEMENT

forms/celog.xis

Page 1

UPDATED 9/29/2008

HELIX ELECTRIC APPROVED CHANGE ORDER LOG

SUBMITTED AS AN ATTACHMENT TO THE CAMCO PACIFIC -SUBCONTRACT AGREEMENT

HET	Date		Submitted	ADCO	Change Order
1.1.1.1.1.1.1.1	Submitted	Description	Amount	CO#	
1		Hook up GC's office trailers	\$1,622.00	2	\$1,622.00
2	11/27/2007	Overtime Week Ending 11/18/07	\$583.00	4	\$583.00
4	11/28/2007	Overtime Week Ending 11/25/07	\$868.00	4	\$868.00
5	12/5/2007	Overtime Week Ending 12/02/07	\$4,007.00	4	\$4,007.00
6	12/12/2007	Overtime Week Ending 12/09/07	\$4,542.00	4	\$4,542.00
-		Delete Utility Stubs Phase 1	(\$15,000.00)	5	(\$15,000.00)
7	1/3/2008	Conduit for CO Sensors	\$21,500.00	11	\$21,500.00
	1/25/2008	6/29 Drawings (Delta 2)	\$76,500.00	12	\$76,500.00
	2/20/2008	Credit for Site Utility Conduits	(\$13,000.00)	6	(\$13,000.00)
13	2/20/2008	Delta 3 Revisions	\$92,117.00	14	\$92,117.00
14	2/20/2008	Delta 5 Revisions	\$94,990.00	15	\$94,990.00
	2/20/2008	Delta 5 Revisions C2 Split	\$53,756.00	13	\$53,756.00
	3/25/2008	Option Package #1 for B9	\$45,472.00	7	\$45,472.00
16	5/7/2008	Overtime 2nd Floor Deck B7	\$3,841.00	10	\$3,841.00
	5/7/2008	Option Package #1 for B8	\$42,994.00	8	\$42,994.00
	5/29/2008	Option Package #2 for B8 & B9	\$40,258.00	8	\$40,258.00
	7/31/2008	Option Package B7	\$25,639.01	9	\$25,639.01
		APPROVED CHANGE ORDER TOTALS	\$480,689.01		\$480,689.01

JA002712

HELIX00892

APCO-TR-EX0170-0056

CERTIFIED COPY DOCUMENT ATTACHED IS A TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE CALL & AMARIAN CLERK OF THE COURT JA002713

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Helix Electric 3078 E. Sunset Road, Suite 9 Las Vegas, NV 89120 Phone: 702/732-1188		ALTERNITE QUALITY CONTRACTOR	r
WORK ORDER	W.O. No. 100	- し Field Office, Use No. on all	
FROM: GEMSTONE DEV (Name of Customer) HE's Gen. Contractor HE's Sub Contractor	and Field Charge		abblesses of the second se
(Address)	(City)	(State)	
Customer's Job No and P.O. No. or F.			
We hereby authorize HELIX ELECTRIC to perform the	he following work: HOC	OK UP POWER	
FROM GENERATOR TO TRAI	LEPES. Honry	UP POWER	
FOR ELEVATOR AT BLD?			
LOCATION MANHATTAN WEST	HE JOB NO. 16713	3	
REASON FOR WORK: (Check one or more and explain			
	Modification of Work Shown on plans and specs	 Damage by HE To property of others (ins. claim) 	5. Other D Explain
TERMS;			
1. T & M Schedule: A Labor \$ Per Hr. (Incl. PR Txs, Ins & Fring Material - Cost Plus 15% Equipment		2. Quotation Dated 9 Ø\$ <u>\$946</u> 3. Other	
Overhead Profit	alata a ta ang ang ang ang ang ang ang ang ang an		in the second
Profit	annon yénén katékéné katékéné katékéné késékéné késékéné késékéné késékéné késékéné késékéné késékéné késékéné	and and the formation of all and a second second second	

By directing Helix Electric to perform the work described in this work order, the authorizing agent hereby agrees and guarantees that Helix Electric shall be paid in full for all labor, materials and its usual mark-up for overhead and profit, irrespective of whether a formal change order is issued, and irrespective of whether the owner of the project agrees to pay for said work.

Authorized for:

B

HELIX ELECTRIC --..... HELIX00689



Helix Electric 3078 E. Sunset Rd., Suite 9 Las Vegas, NV 89120 DAILY FIELD CHARGE REPORT Tel: (702) 732-1188 Dote AUG 26 20 08 Name GENSTONE DEV. marian and the second state of the second Customer's Contract No. .. an dona statucae existenció Address Work Order No. 100 JOD THE MANHATTAN WEST Day of Work TUESDAY Heid or FIELD 6-7 PAD & BLD 7 HELDX JOB NO. 16713 Work Description HOOK UP TEMP POWER TO CAMCO. BLD 7 TRAILER AND HODE UP ELEVATOR TOTAL HOURS WORKED NUMBER HOURS PER MAN HOURS PREMIUM REGULAR RATE AMOUNT AT TIME CLASSIFICATION AMOUNT OF MEN 1 1 DWAYNE GARRISON t 3 3 3 t CHRIS CARD BRIAN BRUNS 3 3 3 1 TOTALS EQUIPMENT HOURS PER SHIFT TIME REGULAR RATE HOURS OVERTIME HELIX TYPE MAKE C175 AMOUNT AT D'TIME AMOUNT RATE TOTALS OUTSIDE PURCHASES OF SERVICES, MATERIALS, ETC DELIVERY TICKEI NUMRER VENDOR DESCRIPTION OF MATERIALS OR SERVICES AMOUNT 100' 6/3 50 AMP BOLOGNA CORD 1 - 50 AMP MALE PLUG 2- 11/4 S/O CONNECTORS

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				$ \neg \land$	1 TOTAL		
HELIX ELECTRIC	2		Approved For	Cild.	XD		
		 and the second	Customer:	LAR			
By 2	5		By		~		
	C					HELI	X00690



CHANGE NOTICE

Helix Electric of Nevada, LLC

3078 E. Sunset Rd., Ste. 9 Las Vegas, NV 89120 License #0053810 Tel: (702) 732-1188 Fax: (702) 732-4386 Contact: Andrew Rivera, PM CCN# Date: **Project Name:** Project Number: Page Nymber:

27 9/2/2008 Manhattan West 16713

1

Client Address:

APCO Construction

3432 N 5th Street North Las Vegas, NV 89032 Tel: 702-734-0198 Fax: 702-734-0396

Work Description

Hook up power from generator to trailers. Hook up power for elevator at Building #7 from generator. Attached are Work Order and Daily Field Charge Report dated 08/26/08.

Schedule to extend ______ days. If extension of days not accepted, change order cost increases to additional 100%. We reserve the right to correct this quote for errors and omissions. This quote covers direct costs only and we reserve the right to claim for impact and consequential costs. Schedule to extend

This price is good for acceptance within 5 days from the date of receipt. We will supply and install all materials, tabor and equipment as per you instructions on CCN #27. Normal digging estimated. Caliche and hard digging not included.

Itemized Breakdown

Description	Qty	Net Price U	Labor U	Total Mat(\$)	Total Hours
# 6/3C SOW CORD	100	3,518.83 M	0.00 M	351.88	0.00
#6-3 SO CORD CONN-1 1/4"HUB	2	831.00 C	0.00 C	16.62	0.00
50A 250V 4W RANGE PLUG	1	39.16 E	0.00 E	39.16	0.00
LABOR	1	0.00 E	7.00 E	0.00	7.00
Totals				407.66	7.00

Summary

and the second		
General Materials Material Tax	(@ 7.750 %)	407.66 31.59
Material Total Labor ST Foreman ST Engineering / Estimating Safety @ 1% Small Tools @ 5%	(6.00 Hrs @ \$45.60) (1.00 Hrs @ \$61.95) (0.50 Hrs @ \$45.00)	439.25 273.60 61.95 22.50 3.58 17.90
Subtotal Overhead Markup	(@.10.000 %) (@.5.000 %)	818.78 81.88 45.03
Subtotal Final Adj.		945.69 0.31

HELIX00691

APCO-TR-EX0171-0003

CHANGE NOTICE

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CCN#27Project Number:16713Page Number:2

Summary (Cont'd)

Final Amount

\$946.00

CLIENT ACCEPTANCE

CCN#: 27	
Final Amount:\$946.00	
Name:	n an
Date: Signature:	
Change Order #:	
	I hereby accept this guotation and authorize the contractor to complete the above described work.



CERTIFIED COPY DOCUMENT ATTACHED IS A TRUE AND COBBECT COPY OF THE ORIGINAL ON FILE CERK OF THE COURT

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		,
GEMSTONE DEVELOPMENT		
9121 W. Russell Rd. #117 Las Vegas, NV 89148 (702) 614,3193 phone (702) 614 0669 fax	RECEIVED SFP 0 3 2008	
TRANSMITTAL	HELIA CLCLIHIC	
Company: <u>V/V/V</u> ATTN:		
Address. Project/Reference: ManhattanWest From: Date: September(/, 2008		
We are Sending Specifications Contains Submittai		
For: ? Your Records . As Requested		
Comments <u>Ratification of Supcontract Agreement</u> <u>A A Witcolf RCS</u> <u>A A Witcolf RCS</u> <u>A A Witcolf RCS</u> <u>A A A Witcolf RCS</u> <u>A A A A A A A A A A A A A A A A A A A </u>		
Received by Robert 12 July m Signature: Alex Forders m Date: 9/1/10		
	EPOSITION FXHIBIT 28 FIRIRY	HELIX00893
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JA002719	Ca # 451	12285



GEMSTONE DEVELOPMENT

na provinski provinsk

September 4, 2008

Mr. Victor Fuchs Helix Electric, LLC 3708 East Sunset Road, STE # 9 Las Vegas, NV 89120

RE: Manhattan West Phase I-0810

Mr. Eachs:

This letter will serve as Gemstone Development West, Inc.'s intention to continue to retain the services of your firm in connection with the above referenced project for Helix. Electric, LLC previously contracted with APCO Construction. The conditional acceptance of this work is based on the execution of a standard CAMCO Pacific Construction Ratification Agreement.

Please provide the following items within ten (10) business days of the date of this letter.

- 1) A schedule of values breakdown for your work
- 2) Your Certificate of General Liability Insurance
- 3) Evidence of your Nevada Business Tax

On behalf of Geinstone Development West, Inc., we look forward to working with your firm in making this a successful project. We have provided you a copy of the Camco Pacific Ratification Agreement for your review and acceptance. Please contact our staff tomorrow September 3, 2008 to review and sign the agreement.

Should you have any questions, please don't hesitate to contact me directly at (702)580-7337.

Respectfully.

GEMSTONF DEVELOPMENT WEST, INC.

Jenniller Wiffith

Project Manager

HELIX00894

APCO-TR-EX0172-0002

RATIFICATION AND AMENDMENT OF SUBCONTRACT AGREEMENT HELIX ELECTRIC

This Ratification and Amendment of Subcontract Agreement ("Ratification") is made as of September 4, 2008 (the "Effective Date"), between HELIX ELECTRIC ("Subcontractor"), and Camco Pacific Construction Company, Inc. ("Camco").

RECITALS

A. Subcontractor and Asphalt Products Corporation also known as APCO Construction ("APCO") entered into the written Subcontract Agreement attached hereto as **Exhibit A** (the "Subcontract Agreement") related to the ManhattanWest Condominiums project located at West Russell Road and Rocky Hill Street in Clark County, Nevada.

B. Subcontractor and Camco desire to acknowledge, ratify, and agree to the terms of the Subcontract Agreement, whereby Camco will replace APCO as the "Contractor" under the Subcontract Agreement but, subject to the terms of this Ratification, all other terms and conditions of the Subcontract Agreement will remain in full force and effect.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, Subcontractor and Camco agree as follows:

AGREEMENT

1. <u>Amendments.</u> Attached hereto as <u>Exhibit B</u> are all of the amendments and modifications to the Subcontract Agreement that were executed by APCO and Subcontractor prior to the Effective Date (the "Amendments").

2. <u>Change Orders.</u> Attached hereto as <u>Exhibit C</u> are all of the change orders that have been submitted by Subcontractor to APCO prior to the Effective Date (the "Submitted Change Orders"). Set forth on <u>Exhibit D</u> hereto is a list of the Submitted Change Orders that have been approved by Canco as of the Effective Date (the "Previously Approved Change Orders").

3. <u>Removal of Future Buildings</u>. Notwithstanding any provision of this Ratification, Section 9.8 of the Subcontract Agreement is hereby amended and restated as follows:

9.8 Consideration. Notwithstanding any provision of this Subcontract Agreement, in the event of a partial termination of the Subcontract Agreement, at the time of such termination, if no work has been performed by Subcontractor on a given building or buildings that are subject to such termination, (a) the sole compensation to be paid by Contractor to Subcontractor with respect to such building or buildings shall be an aggregate of \$100 and (b) in no event shall Subcontractor be entitled to profit, markup, or compensation for any form of bulk discounts on services or work not performed.

4. <u>Subcontractor Scope of Work</u>. Notwithstanding any provision of this Ratification, the second paragraph of Exhibit A Subcontractor Scope of Work APCO Contract No. 168-7 is hereby amended and restated as follows:

The Scope of Work shall consist of the following:

ALL ELECTRIC WORK AND REQUIREMENETS PER PLANS AND SPECIFICATIONS FOR BUILDINGS ONE THROUGH TWELVE: 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 ELECTRIC WORK FOR BUILDINGS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, AND 12 pursuant to the Project Drawing List for the following amounts per building:

Building	Amount
Building 1	n na mana na m Na mana na mana Na mana na mana
Building 2	en de service de la construir d
Building 3	ander 2019 som finner var songer er eksemmen geher en en som en som en en eksemme er eksemme er eksemme efter T
Building 4	and and the first () (and) and an additional () if a straight of the straight os
Building 5	аланда талайталаан калаа кала кала калан калалага баланда каланда ула на суртан калу каланда калаба кала калаб Калада калайталаан кала кала кала кала кала кала кала
Building 6	มาระสารที่มีกับกับสูง และ และ ก็เกิดสารสาร (การสารที่สารที่สารการสารการสาร สารสารการ (การการการสารการสารการการก
Building 7	аларанан каланан кала соорунун каларуулган жарар каланан калар калараа каларын каларын каларын каларын каларын Т
Building 8	an og er mendelande ander en flangen er hærer hærer som anderen af er
Building 9	nan mananan () () () () () () () () () () () () ()
Building 10	andersen for an enderse server for a decomposition provide to a constituent on our conditioner and a server and
Building 11	anna an
Building 12	
Total:	\$12,994,000.00

Notwithstanding any provision of this Subcontract Agreement, Contractor has (a) delivered to Subcontractor a disk entitled "ManhattanWest Construction Drawings August 29, 2008" containing all of the actual drawings, documents, and submittals for the Project (excluding the shop drawings) and (b) made available to

HELIX00896

Subcontractor all of the shop drawings for the Project (collectively, the "Project **Drawing List**"). Prior to the effective date, (a) Subcontractor received and reviewed the drawings, documents, and submittals contained in such Project Drawing List and (b) both parties hereby acknowledge that the version of such documents as of the Effective Date are hereby incorporated into this Agreement and shall serve as the relevant design documents for purposes of this Agreement.

Notwithstanding any provision of this Subcontract Agreement, the Scope of Work for (a) Buildings 2, 3, 7, 8, and 9 must be completed pursuant to the updated ManhattanWest Cameo Pacific Construction Schedule, dated August 22, 2008 and attached hereto as <u>Schedule 1</u> (the "Cameo Schedule") and (b) Buildings 1, 4, 5, 6, 10, 11, and 12 must be completed pursuant to the schedule to be delivered to Subcontractor by Contractor at the time that work on such buildings is commenced. Furthermore, it is expressly understood that Subcontractor shall provide such additional manpower and/or work such additional shifts as are reasonably requested by Cameo, without additional expense to Cameo.

5. <u>Ratification</u>. Subcontractor and Camco agree that (a) the terms of the Subcontract Agreement (as amended by this Ratification and including all Amendments, Previously Approved Change Orders, and the Camco Schedule) will govern their relationship regarding the Project, (b) Camco will be the "Contractor" under the Subcontract Agreement, and (c) Subcontractor and Camco agree to perform and fulfill all of the executory terms, covenants, conditions, and obligations required to be performed and fulfilled thereunder by Subcontractor and Camco, respectively. Additionally, Subcontractor and Camco will be entitled to receive all of the benefits of the executory terms, covenants, conditions, and obligations required to be performed and fulfilled by Camco and Subcontractor, respectively. Notwithstanding any provision of this Ratification, this Ratification shall not be construed as an (i) approval or acceptance by Camco of the Submitted Change Orders that are not Previously Approved Change Orders or (b) acceptance by Subcontractor of Camco's decision, as of the Effective Date, not to approve the Submitted Change Orders that are not Previously Approved Change Orders.

6. <u>Value Engineering</u>. In the event that Camco delivers written notice to Subcontractor of a specific value engineering initiative (the "<u>VE Initiative</u>"), Subcontractor will provide to Camco, within three days, a revised price reflecting the VE Initiative and including all back-up and price breakdowns reasonably requested by Camco (the "<u>Value Engineering Deduct</u>"). Notwithstanding any provision of this Ratification or the Subcontract, in the event that Subcontractor fails to comply with the previous sentence of this Section 6, Camco shall have the right to unilaterally remove the work associated with the VE Initiative from the Scope of Work. Notwithstanding any provision of this Ratification or the Subcontract, in the event that the amount of the Value Engineering Deduct is not reasonably acceptable to Camco, Camco shall have the right to obtain an alternate price from a third-party, and if Subcontractor fails to meet such price, Camco shall have the right to unilaterally remove the work associated with the VE Initiative from the Scope of Work

7. <u>Successors and Assigns</u>. This Assignment is binding on and inures to the benefit of the parties to it, their heirs, executors, administrators, successors in interest, and assigns.

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8. <u>Governing Law</u>. This Assignment will be construed, interpreted, and enforced in accordance with, and governed by, the laws of the State of Nevada, including Nevada's statutes of limitations, but without regard to Nevada's conflicts of laws provisions.

9. <u>Further Assurances</u>. The parties agree to execute all instruments and documents of further assurance and will do any and all such acts as may be reasonably required to carry out their obligations and to consummate the transactions contemplated herein.

IN WITNESS WHEREOF, the parties have executed this Ratification as of the Effective Date.

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Camco				
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SCHEDULE 1 TO EXHIBIT A TO THE SUBCONTRACT AGREEMENT

Camco Schedule

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JA002725

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APCO-TR-EX0172-0007

EXHIBIT A TO THE RATIFICATION

Subcontract Agreement

JA002726

6

EXHIBIT B TO THE RATIFICATION

Amendments

JA002727

APCO-TR-EX0172-0009

EXHIBIT C TO THE RATIFICATION

Submitted Change Orders

HELIX00902

JA002728

8

EXHIBIT D TO THE RATIFICATION

Previously Approved Change Orders

HELIX00903

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CERTIFIED COPY DOCUMENT A TACHED IS A TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE CLERK OF THE COURT

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JA002730

RECEIVED INVOICE # 16713-012 SEP 1 & 2008 \$148,340.45 CAMEO PÁEIFIE BONST Helix Electric CUSTOMER # 1611 INVOICE DATE: 19-Sep-08 Camco Pacific 2925 E Patrick Lane Suite G OTIONYJO Las Vegas, NV 89120 PERIOD THRU: 9/30/2008 9R11.08 Attn: Yvonne Farren OUR JOB NO.: 16713 approved to pay "Inlos orginayban acceptic +79,373.03 or Prenhall Company \$10655.10 or geopro \$78,742.28 of QED 100 JOB NAME: Manhattan West condro \$360, 132.50 YOUR JOB NO .: 436013.05 4324,119.25 ORIGINAL CONTRACT 13,230,000.00 CHANGE ORDER THROUGH # 480,689.01 A QED, Inc. \$7008.39 CONTRACT AMOUNT TO DATE 13,710,689.01 GROSS BILLING 40% 5,534,048.11 PREVIOUSLY BILLED 5,140,207.11 NACOX #3 signed GROSS CURRENT PERIOD 393,841.00 10000 9120 los NO RETENTION 10% 39.384.10 9604.237 anocent - due BRAW 9130108 NET AMOUNT DUE THIS PERIOD 354,456.90 OUTSTANDING FROM PRIOR PERIOD Inv #16713-010R2 510,255.00 Tomarco allinv. Inv #16713-011 334,710.00 +en 9/20/08 At Panhall all inv. +41 910010B TOTAL AMOUNT DUE 1,199,422 graybar all inv under 12/15/08 Jem apolos wal to stands mertion which ID days of meetings X V yellow highlights Xlog > lines offo 3078 AE. Sunset Road, #9, Las Vegas, NV 89120 Tel (702) 732-1188 Fax (702) 732-4386 Nevada Contractor's Lisense #0053810 "/18/08 emailed Eddie

PLAINTIFF'S EXHIBIT EXHIBIT 173 4571228

PL' NC Ca

APPLIC	ATION AND CERTIFIC	ATE FOR	PAYMENT	AIA DOCUMENT G702	Page 1 of 2
TO (Owner):	Camco Pacific	PROJECT:	Manhattan Condominiums	APPLICATION NUMBER:	16713-012 Distribution to:
	2925 E Patrick Lane Suite G Las Vegas, NV 89120		30 E. Serene Las Vegas, NV 89123	PERIOD TO: PROJECT NOS	9/30/2008 OWNER
	Attn: Yvonne Farren		203 70903, 177 00120	into Eorinoo	CONTRACTOR
FROM :	Helix Electric	VIA (ARCHITECT):	CONTRACT DATE:	Construction of the Con
(Contractor)	3078 E. Sunset Rd., Ste#9 Las Vegas, NV 89120				<u>I</u> I
CONTRACT FO	R				
CONTR	ACTOR'S APPLICATIO	N FOR PA	AYMENT	The undersigned Contractor certifies that to the bes	t of the Contractor's knowledge, infor-
Applications man	de for Payment, as shown below, in connection eet, AIA Document G703, is attached.	with the Contract.		mation and belief the Work covered by this Applicat in accordance with the Contract Documents, that all	
Continuation Shi	eet, AIA Document Gros, is attached.	• :		Contractor for Work for which previous Certificates	for Payment were issued and pay-
	CONTRACT SUM		\$ 13,230,000.00	ments received from the Owner, and that current pa	ayment shown herein is now due.
	ie by Change Orders CT SUM TO DATE (Line 1+2)		480,689.01 \$ 13,710,689.01	CONTRACTOR:	Date: 9/19/08
	OMPLETED & STORED TO DATE		\$ 5,534,048.11	Robert D Johnson, Vice President	
(Column G d			Markenna filliging on a sheriya fa hara da	State Of: NEVADA	******
5. RETAINA	GE: completed Work	\$ 553,404.81		County Of: CLARK Subscribed and sworn to before	EDNA K. BENNETT
(Column	D + E on G703)			me this 19th day of September, 2008	Notary Public, State of Nevada Appointment No. 98-0611-1
and a second second	itored Material n F on G703)			Jelya Khens at	My Appt. Expires Jan. 9, 2010
•	ainage (Line 5a + 5b or			Notary Public:	**************************************
Total in	Column 1 of G703)		\$ 553,404.81	My Commission expires: 1/9/2010	
	ARNED LESS RETAINAGE		\$ 4,980,643.30	ARCHITECT'S CERTIFIC	ATE FOR PAYMENT
	EVIOUS CERTIFICATES FOR PAYM	ENT	\$ 4,626,186.40	In accordance with the Contract Documents, based	on on-site observations and the
(Line 6 from	n prior Certificate)		. Soundan and an an	data comprising the above application, the Architec best of the Architect's knowledge, information and t	ellef the Work has progressed as
	PAYMENT DUE		\$ 354,456,90	indicated, the quality of the Work is in accordance v	
9. BALANCE (Line 3 less			\$ 8,730,045.71	the Contractor is entitled to payment of the AMOUN AMOUNT CERTIFIED	•
CHANGE	ORDER SUMMARY ADDITIONS	DEDUCTIONS		(Attach explanation if amount cartified differs from t	he amount applied for. Initial
Total Changes a				all figures on this Application and on the Continuation conform to the amount certified.)	on Sheet that are changed to
previous months Total Approved	this Month			ARCHITECT:	
[TOTALS - by Change Order 480,689.01			By: This Certificate is not negotiable. The AMOUNT CI	Date:
INEL CHANGES	Dy Change Order 1 #80,055.01			prejudice to any rights of the Owner or Contractor u	

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CONTINUATION SHEET

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AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

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In tabulations below, amounts are stated to the nearest dollar.

Use Column 1 on Contracts where variable retainage for line items may apply.

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1					MATERIALS	TOTAL		BALANCE		
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NO.		VALUE	APPLICATION	THIS PERIOD	STORED (NOT	STORED TO DATE	(G/C)	(C-G)		
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	li in the second se		·		L					
1	ELECTRICAL ENGINEERING	155,000.00	83,700.00		1 .	83,700.00	54%	71,300.00	B,370.00	
2	MOBILIZATION	60,000,00	60,000.00		1,00,	60,000.00	100%		6,000.00	12
3	Office Trailer/Admin. 24 months	120,000.00	60,000,00	\$5,000.00	11 Jula	75.000.00	63%	45,000,00	7,500.00	
4	Project Engineer, CAD, Project Assistant	75,000,00	67,375.00	\$2,000.00	ALC B	69,375.00	93%	5,625,00	6,937,50	•
5	Electrical Pennits	65,000.00	40,000.00	\$5,000,00	116 12	55,000.00	85%	10,000.00	5,500.00	
1		10,000,00	10,000.00	W:000,00	X_	10,000.00	100%	10,000.00	1,000.00	1
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7	Supervision/Planning/Coordination	120,000.00	108,250.00	• 👀.000.00	1 N	111,250.00	93%	0,100.00	11,125.00	1
6	BUILDING #I-TYPE V (52 units)		*		- por	Se die	- 101	50 Zeng.	4	and transition fre-
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11	Low Voltage Systems (FA, CCTV, CA, etc	40,000.00		V12-100	0 9	Y 174	-3000	40,000.00	10 i i i i i i i i i i i i i i i i i i i	
12	Understab Branch Conduit & Wire	57,000,00	1. All 1.		-	70 MI	l'unn'	57,000.00		1
13	Garage & 1st floor deck-conduit/wire	275,000.00	· · · ·	V166-	0000	0 /41	5-1000	275,000.00		1
14	Ist Floor Rough Walls/Ceilings	65,000.00				primits -	DOVS	65,000.00	÷	
15	1st Floor Device and Fixture Trim	10.000.00		108-1	2000 -	1	ि से व	10,000,00		
16	2nd Floor Rough Walls/Ceilings	65,000,00				- 158	-2000	65,000.00	1	1
17	2nd Floor Device and Fixture Trim	10,000,00		1170	1000-	fc 1911 pormits spvsn 1581 sku		10,000.00]
1		65,000.00			G		KAN AN	65,000.00	1	
18	3rd Floor Rough Walls/Ceilings			1414-	9000 -	okc -	t i	65,000.00	· · · ·	84
19	Ird Floor Device and Fixture Trim	10,000.00		-	1	V 7.		10,000.00		179
20	4th Floor Rough Walls/Ceilings	65,000.00			E.			65,000.00		
21	4th Floor Device and Fixture Trim	10,000.00				1 · · · ·		10,000.00	1 1	1
22	BUILDING #2-TYPE II		•		VA			-		1
23	Light Fixture Package	65,500.0D	58,950.00	3,000.00	194	61,950.00	95%	3,550.00	6,195.00	
24	Digribution Package	25,000,00	25,000.00	:	4	25,000.00	100%		2,500.00	1
25	Low Voltage Systems (FA, CCTV, CA, etc.	50,000,00	40,000.00	7,500.00	96	47,500.00	95%	2,500.00	4,750.00	
26	2nd Sublevel Gerage UG and Deck	200,000.00	190,000,00		1	190,000.00	95%	10,000.00	19,000.00	
27	1st Sublevel Garage and Deck	255,000.00	242,500.00			242,500,00	95%	12,500.00	24,250.00	
28	1st Floor Rough and Trim	25,000.00	22.500.00	1.250.00	99	23,750.00	95%	1,250,00	2,375.00	
28		25.000.00	22,500.00	1,250.00	100	* · · ·				
4	2nd Floor Rough and Trim			1		23,750.00	95%	1,250.00	2,375.00	
30	3rd Floor Rough and Trim	25,000,00	22,500.00	1,250.00	101	23,750.00	95%	1,250.00	2,375.00	l'
31	4th Floor Rough and Trim	25,000.00	22,500.00	1,250.00	102	23,750.00	05%	1,250.00	2,375.00	
32	Roof Plan	2,500.00	-	1		3 4 0		2,500.00	5. .	
33	BUILDING #3-TYPE II		•	6	171-2	.			10 or 1	
34	Light Fixture Package	65,500.00	58,950,00	(HO) 3,000.00	1944 - G	61,050.00	95%	3,550.00	6,195.00	
35	Distribution Package	25,000.00	22,500.00	2,500.00	172	25,000.00	100%	a	2,500.00	
36	Low Voltage Systems (FA, CCTV, CA, etc.	50,000.00	25,000.00	22,500.00	172	47,500.00	95%	2,500.00	4,750.00	}
37	2nd Subleyel Garage UG and Deck	200,000.00	190,000.00		1	190,000.00	B5%	10,000.00	19,000.00	
38	ist Sublevel Garage and Deck	255,000.00	242,500,00			242,500.00	95%	12,500.00	24,250.00	
39	1st Floor Rough and Trim	25,000,00	10,000.00	13,750.00	176	23,750.00	95%	1,250.00	2,375.00	
40	2nd Floor Rough and Trim	25,000,00	10,000.00	13,750.00	177	23,750.00	95%	1,250.00	2,375.00	1
41	3rd Floor Rough and Trim	25,000.00	10,000.00	13,750.00	179	23,750.00	95%	1,250.00	2,375.00	1
42	4th Floor Rough and Trim	25,000,00	10,000,00	13,750,00	179	23,750.00	95%	1,250.00	2,375.00	
43	Roof Pias	2,500.00				20,700.00	30 10	2,500.00	2,010.00	
44	BUILDING #4-TYPE V (52 units)	1,000.00	1		1		1	2,000.00	-	
1		76.000.00	-			-		70 000 00		
45	Light Fixture Package	1 76,000.00	1 -	1	ł.	1 -	ŧ.	76,000.00	· · ·	ŧ

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AIA DOCUMENT G703

· 经公司股份额 - 电空管标

APPLICATION NUMBER:

ARCHITECT'S PROJECT NO:

APPLICATION DATE:

PERIOD TO:

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9/19/2008

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APCO-TR-EX0173-0004

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1			WORK CO	MPLETED	1				
tem No.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
46	Dixtribution Package	70,000.00	2011 - 10 Constant To			and the second second		70,000.00	
47	Low Voltage Systems (FA, CCTV, CA, etc.	40,000.00	.	5		90		40,000.00	
48	Underslab Branch Conduit & Wire	57,000.00				140 s		57,000.00	· ·
49	Garage & 1st floor deck-conduit/wire	275,000.00	-			· · ·		275,000.00	÷-
50	Ist Floor Rough Walls/Ceilings	65,000.00	: • ·					65,000.00	+
51 🗄	1st Floor Device and Fixture Trim	10,000.00	ie:			* [10,000.00	
52	2nd Floor Rough Walls/Ceilings	65,000.00	. ¹ #, ¹			÷		65,000.00	
53	2nd Floor Device and Fixture Trun	10,000.00				S.		10,000,00	
54	3rd Floor Rough Walls/Ceilings	65,000.00				· •.	4	65,000.00	÷
	3rd Floor Device and Fixture Trim	10,000.00			[·	1 4 41 - 1		10,000.00	•
56	4th Floor Rough Walls/Ceilings	65,000.00				140) 1		65,000.00	: 4
	4th Floor Device and Fixture Trim	10,000.00)	18 - 19 - 19 - 19 - 19 - 19 - 19 - 19 -		10,000,00	-
58	BUILDING #5-TYPE 1 (76 units)		. .		-			1 m (. In
59	Light Fixture Package	106,000.00	a 💌 🕫					108,000.00	
60	Distribution Package	83,000.00	÷			949 - J		83,000.00	-
61 ;	Low Voltage Systems (FA, CCTV, CA, etc.	50,000.00						50,000.00	
62	Underslab Branch Conduit & Wire	85,000.00						85,000,00	
53	Garage & 1st floor deck-conduit/wire	400,000.00	i :n.			() () () () () () () () () ()		400,000.00	1
54	1st Floor Rough Walls/Ceilings	75,000.00	i		1.			75,000,00	
65	1st Floor Device and Fixture Trim	10,000.00						10,000.00	
68	2nd Floor Rough Walls/Ceilings	75,000.00				(H) -		75,000.00	
67	2nd Floor Device and Fixture Trim	10,000.00	. · · · · ·			-		10,000.00	
68	3rd Floor Rough Walk/Ceilings	75,000.00				-		75,000.00	
	and Floor Device and Fixture Trim	10,000,00	· • • ·			- 1		10,000.00	-
70	4th Floor Rough Walls/Ceilings	75,000.00					- 1	75,000.00	
71	4th Floor Device and Fixture Trim	10,000.00	۰			•		10,000.00	
72	BUILDING #6-TYPE I (76 units)		· ••:						
73	Light Fixture Package	106,000.00				·+:		106,000.00	
74	Distributiion Package	83,000.00	÷.			14 (j. 1		83,000.00	
75	Low Voltage Systems (FA, CCTV, CA, etc.	50,000.00	· · • ·			-s 1		50,000.00	
76	Underslab Branch Conduit & Wire	85,000.00	:*:			\sim		85,000.00	- 19
77	Garage & 1st floor deck-conduit/wire	400,000.00				41.		400,000,00	
78	Ist Floor Rough Walls/Ceilings	75,000.00			1	n ·		75,000.00	
79	Ist Floor Device and Fixture Trim	10,000.00	• • · ·	e.	VV' V	Nº 👘		10,000.00	
80	2pd Floor Rough Walls/Ceilings	75,000.00	(P)		0 <u>/</u>	N 201		75,000.00)
81	2sd Floor Device and Fixture Trim	10,000.00		a.″	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~			10,000.00	
82	3rd Floer Rough Walls/Ceilings	75,000.00		A.	1.a V	\sim		75,000.00	
83	3rd Floor Device and Fixture Trim	10,000.00	1. AN 197		N N			10,000.00	•
84	4th Floor Rough Walls/Ceilings	75,000.00		r	N	940 () 1		75,000.00	
85	4th Floor Dovice and Fixture Trim	10,000.00	а. -		l (Same)			10,000.00	
86	BUILDING #7-TYPE III (76 units)							÷	
87	Light Fixture Package	141,000.00	92,250.00	N14,000.00	49	106,250.00	75%	34,750.00	10,625.
88	Distribution Package	225,000.00	192,000.00	/10,000.00	420	202,000.00	90%	23,000.00	20,200.
89	Low Voltaga Systems (FA, CCTV, CA, etc	50,000.00	20,000.00	A0,000.00	421	30,000.00	60%	20,000.00	3,000.
90	Generator	100,000.00	95,000.00			95,000.00	95%	5,000.00	9,500.
91 3	Underslab Branch Conduit & Wire	68,000.00	64,500.00			64,500.00	95%	3,500.00	6,450.
92	Gerege & 1st floor deck-conduit/wire	330,000.00	313,500.00		425	313,500.00	95%	15,500.00	31,350
93	1st Floor Rough Deck/Walls/Ceilings	95,500.00	47,750.00	14,500.00	100	62,250.00	65%	33,260.00	6,225
94 05	Int Floor Device and Fixture Trim	10,000.00	24 252 20		1177	-		10,000.00	
95	2nd Floor Rough Deck/Walls/Ceilings	95,500.00	81,250.00	5,000.00	7-1	86,250.00	90%	9,250.00	8,625.
96	2nd Floor Device and Fixture Trim	10,000.00		(m)	- 6-6			10,000,00	-3
97	3rd Floor Rough Deck/Walls/Ceilings	95,500.00	81,250.00	(10) 5,000.00	429 -7	86,250.00	90%	9,250.00	8,625.

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			WORK CC	MPLETED					
tem No.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G/C)	BALANCE TO FINISH (C - G)	RETAINAGE
98	3rd Floor Device and Fixture Trim	10,000.00						10,000.00	*
99	4th Fluor Rough Deck/Walls/Ceilings	95,500,00	81,250.00	5,000.00	401	86,250.00	90%	9,250.00	8,625.0
100	4th Floor Device and Fixture Trim	10,000.00	1			÷.		10,000.00	
101	5th Floor Rough Deck/Walls/Ceilings	95,500.00	81,250,00	\$,000.00	473	86,250.00	90%	9,250.00	8,625,00
102	5th Floor Device and Fixture Trim	10,000.00	-					10,000.00	(· · · ·
103	6th Floor Rough Deck/Walls/Ceilings	95,500.00	47,750.00	29,000,00	435	76,750.00	80%	18,750.00	7,675.0
104	6th Floor Device and Fixture Trim	10,000.00	-			140 (10,000,00	•
105	7th Floor Rough Deck/Walls/Ceilings	95,500.00	47,750.00	/10.000.00	437	57,750.00	60%	37,750.00	5,775,0
106	7th Floor Device and Fixture Trim	10,000.00		n 🗣 I		-		10,000.00	
107	8th Floor Rough Deck/Walls/Collings	\$5,500.00	47,750.00	10,000.00	429	57,750.00	60%	37,750.00	5,775.0
108	8th Floor Device and Fixture Trim	10,000.00	-	1 K T		99 - 1 1		10,000.00	-
109	9th Floor Rough Deck/Walls/Ceilings	95,500.00	47,750.00		1.	47,750.00	50%	47,750.00	4,775.00
110	9th Floor Device and Fixture Trim	5,000,00	Sec. 1	la s		(*) · ·		5,000.00	
111	BUILDING #4-TYPE I (76 units)		14 C		m. 1			5 - 1	: ***
112	Light Fixture Package	106,000.00	95,500.00	\$,500.00	584	101,000.00	95%	5,000.00	10,100.00
113	Distribution Package	83,000.00	78,500.00	4.500.00	585	83,000.00	100%		8,300.0
114	Low Voltage Systems (FA, CCTV, CA, etc.	50,000.00	45,000.00	2,500,00	586	47,500.00	95%	2,500.00	4,750.0
115	Undersisb Branch Conduit & Wire	85,000.00	76,500.00	4 ,500.00	587	81,000.00	95%	4,000.00	8,100.0
118	Garsge & 1st floor deck-conduit/wire	400,000.00	380,000.00			380,000.00	95%	20,000.00	38,000.0
117	1st Floor Rough Walls/Ceilings	75,000.00	71,250.00			71,250.00	95%	3,750.00	7,125.0
118	1st Floor Device and Fixture Trim	10,000.00	·					10,000.00	् <u>र</u> े:
119	2nd Floor Rough Walls/Ceilings	75,000.00	71,250.00	-		71,250.00	95%	3,750.00	7,125.0
120	2nd Floor Device and Fixture Trim	10,000.00		2	A. 9.	74 050 50	0.5%	10,000,00	-
121	3rd Floor Rough Walls/Ceilings	75,000.00	71,250.00	1	69 0	71,250.00	95%	3,750.00	7,125.0
122	3rd Floor Device and Fixture Trim	10,000.00		S 7		-		10,000.00	
123	4th Floor Rough Walls/Ceilings	75,000.00	71,250.00		1	71,250.00	95%	3,750.00	7,125.0
124	4th Floor Device and Fixture Trim	10,000,00		·	1			10,000.00	(*)
125	BUILDING #9-TYPE I (76 units)			J	13.9				-
126	Light Fixture Package	106,000.00	95,500.00	\$5,500.00	100	101,000.00	95%	5,000.00	10,100.00
127	Distribution Package	83,000.00	79,000,00	4,000.00	779	83,000.00	100%	· · · ·	8,300.0
128	Low Voltage Systems (FA, CCTV, CA, etc	50,000.00	45,000.00	2,500.00	740	47,500.00	95%	2,500.00	4,750.00
129	Undersish Branch Conduit & Wire	85,000.00	76,500.00	4,500.00	1	81,000.00	95%	4,000.00	8,100.00
130	Garage & In floor deck-conduit/wire	400,000.00	380,000.00 71,250.00			380,000.00	95% 95%	20,000.00	38,000.00
131	ist Floor Rough Walls/Ceilings	75,000.00	71,250.00			71,250.00	83%	10,000.00	7,125.0
132	1st Floor Device and Fixture Trim	10,000.00	71,250.00			71,250.00	95%	3,750.00	7 405 0
133	2nd Floor Rough Walls/Ceilings	75,000.00	11,250.00		1	11,200,00	9070 -	10,000.00	7,125.0
134	2nd Floor Device and Fixture Trim	10,000.00	71,250.00			71,250.00	95%	3,750.00	7,125.0
135	3nt Floor Rough Walls/Ceilings	10,000.00	11,230.00			11,200,00	5370	10,000.00	1,120,0
136 137	3rd Floor Device and Fixture Trim	75,000.00	71,250.00			71,250.00	95%	3,750.00	7,125.0
137	4th Floor Rough Wells/Coilings 4th Floor Device and Fixture Trim	10,000,00	1,200.00	i i	[. [*]	1,200.00	3370	10,000.00	1,125,0
138	BUILDING #10-TYPE I (76 units)	10,000,00	1994 - 1994 -	1	[,0,000,00	.e.
140	Light Fixture Package	105,000.00	- 	а С	l i			106,000.00	-
140	Distribution Package	83,000.00						83,000.00	<u> </u>
142	Low Voltage Systems (FA, CCTV, CA, cic	50,000.00	15. 1 35		1			50,000.00	
143	Undersiah Branch Conduit & Wire	85,000.00				- 		85,000,00	
144	Garage & Ist floor deck-conduit/wire	400,000.00			1			400,000.00	
145	1st Floor Rough Walls/Cailings	75,000.00				÷		75,000,00	-
146	1st Floor Device and Fixture Trim	10,000.00	-		F.			10,000.00	-
147	2nd Floor Rough Walls/Ceilings	75,000.00			1 ¹¹	·		75,000.00	
148	2nd Floor Device and Fixture Trim	10,000.00		l.		÷ -		10,000.00	4
149	3rd Floor Rough Walls/Ceilings	75,000.00						75,000.00	-

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			WORK CO	OMPLETED	1			·····	
					MATERIALS	TOTAL		BALANCE	
ITEM	DESCRIPTION OF WORK	SCHEDULED	FROM PREVIOUS		PRESENTLY	COMPLETED AND	%	TO FINISH	RETAINAGE
NO.		VALUE	APPLICATION	THIS PERIOD	STORED (NOT	STORED TO DATE	(O/C)	(C - G)	ILL INVICTOR
	:		(D + E)		IN D OR E)	(D+E+F)			:
150	3rd Floor Device and Fixture Trim	10,000.00			<u> </u>			10.000.00	
151	4th Floor Rough Walls/Ceilings	75,000.00	-			т. Ж		75,000.00	
152	4th Floor Device and Fixture Trim	10,000.00				71 •		10,000.00	(î.
153	BUILDING #11-TYPE 1 (76 units)								
154	Light Fixture Package	106,000.00	-					106,000.00	
155	Distribution Package	83,000.00	44				:	83,000.00	a .
156	Low Voltage Systems (FA, CCTV, CA, etc	50,000.00			·	÷.		50,000,00	- -
157	Underslab Branch Conduit & Wire	65,000.00	E.		1	-		85,000.00	-
158	Garage & 1st floor deck-conduit/wire	400,000.00	•			÷.		400,000.00	۲.
159	1st Floor Rough Walls/Ceilings	75,000.00						75,000.00	
160	1st Floor Device and Fixmre Trim	10,000.00	÷			. ÷		10,000.00	,÷.
161	2nd Floor Rough Walls/Ceilings	75,000.00	-			· .		75,000.00	*
162	2nd Floor Device and Fixture Trim	10,000.00	÷	1		: •		10,000.00	÷.:
163	3rd Floor Rough Walls/Ceilings	75,000.00	-		1	*		75,000.00	÷.
164	3rd Floor Device and Fixture Trim 4th Floor Rough Walls/Ceilings	10,000.00 75,000.00				•		10,000.00 75,000.00	
165	4th Floor Device and Fixture Trim	10,000.00	<u> </u>					10,000.00	-
167	BUILDING #12-TYPE IV (66 units)	,	-			i n		-	۰.
168	Light Fixture Package	96,000.00				*.		96,000.00	, , :
169	Distribution Package	77,500.00						77,500.00	•
170	Low Voltage Systems (FA, CCTV, CA, etc	45,000.00 75,000.00		.				45,000.00 76,000.00	-
171	Underslab Branch Conduit & Wire Garage & 1st floor deck-conduit/wire	350,000.00	-			5	2	350,000,00	
173	1st Floor Rough Walls/Ceilings	70,000.00	-				1 C -	70,000.00	-
174	Ist Floor Device and Fixture Trim	10,000.00	-			1 1		10,000.00	•
175	2nd Floor Rough Walls/Ceilings	70,000.00				*		70,000.00	
176 177	2nd Floor Device and Fixture Trim 3rd Floor Rough Walls/Ceilings	10,000.00 70,000.00				•	1	10,000.00	
178	3rd Floor Device and Fixture Trim	10,000,00						10,000,00	-
179	4th Floor Rough Walls/Ceilings	70,000.00						70,000.00	- Re j
180	4th Floor Device and Fixture Trim	10,000.00						10,000.00	4
181	SITE LIGHTING		-					*	H
182	Furnish Landscape Lighting Furnish Courtyard Lighting	257,000.00 59,000.00	*	:		100 B		257,000.00 59,000.00	*
184	Pumish Sports Lighting	6,000.00	<u>.</u>	7				6,000.00	
185	Furnish Parking Lot Pole Lighting	64,000.00	ų į			1		64,000.00	- +.
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*****	Original Contract Totals	13,230,000.00	4,917,225,00	284,500.00	1	5.201.725.00	39%	8.028,275.00	520,172.50

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DESCRIPTION OF WORK	SCHEDULED VALUE			MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (6/C)	BALANCE TO FINISH (C - G)	RETAINAGE
CHANGE ORDERS CO#1-Contract Adjustment (inc. above)	<u> </u>	1,622.00			1,622.00	100%		162.20
	DESCRIPTION OF WORK	DESCRIPTION OF WORK SCHEDULED VALUE	DESCRIPTION OF WORK SCHEDULED VALUE FROM PREVIOUS APPLICATION (D + E) CHANGE ORDERS CO#1-Contract Adjustment (inc. shove)	DESCRIPTION OF WORK SCHEDULED FROM PREVIOUS VALUE FROM PREVIOUS APPLICATION (D + E) CHANGE ORDERS COMI-Contract Adjustment (usc. shove)	DESCRIPTION OF WORK SCHEDULED FROM PREVIOUS APPLICATION (D + E) CHANGE ORDERS COW1-Contract Adjustment (inc. showe)	DESCRIPTION OF WORK SCHEDULED VALUE WORK COMPLETED MATERIALS PRESENTLY APPLICATION (D + E) MATERIALS PRESENTLY THIS PERIOD STORED (NOT STORED TO DATE (D + E + F) CHANGE ORDERS COM1-Contract Adjustment (inc. above) J J	WORK COMPLETED MATERIALS TOTAL DESCRIPTION OF WORK SCHEDULED FROM PREVIOUS THIS PERIOD PRESENTLY COMPLETED AND % CHANGE ORDERS (D + E) (D + E) THIS PERIOD STORED (O + E + F) (G / C)	B C D E F G H DESCRIPTION OF WORK SCHEDULED VALUE FROM PREVIOUS APPLICATION (D + E) THIS PERIOD MATERIALS PRESENTLY STORED (NOT IN D OR E) TOTAL COMPLETED AND STORED TO DATE (D + E + F) BALANCE TO FINISH (G / C) CHANGE ORDERS COM1-Contract Adjustment (Inc. shows) J Image: Completence of the shows of the show

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	Total Revised Contract	13,710,689.01	5,140,207.11	393,841.00		5,534,048.11	40%	8,176,640.90	553,404.8
	Total Change Orders	480,689,01	222,982.11	109,341.00		332,323,11	69%	148,365.90	33,232.3
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21 22	CO#15-Delta 5	94,990,00	47,835,00	23,000.00	802	10,835.00	1 378	24,000.00	1,055.5
20	CO#14-Delta 3	¥ 92,117.00	46,180.75 47,935,00			70,935.00	75%	22,936,25	7,093.
	CO#13-C2 Split	92,117.00	46,180.75		801	48,500.00 69,180.75	90% 75%	22,936,25	6,918.
18	CO#12-Delta 2 "Red Lines"	\$53,756.00	26,000,00	22,500.00	5797	48,500,00	90%	5,256.00	4,850.0
17	CO#11-CO2'Raceway	21,500.00 78,500.00		A 21,500.00		21,500.00	10074	78,500,00	2,130.
	CO#10-Building #2 OT	3,841.00		3,841.00	H / .	3,841.00	100%	-	2,150.0
15	CO#9-Building #7 Options	25,639.01			N <7	15,500.00	60% 100%	10,139.01	1,550. 384.
14	CO#8b-Additional B8 & B9 Options	40,258.00	39,866.40	المعاملية فرير	\$05	39,866.40	99%	391.60	3,986.
13	CO#8a-Building #8 Options	42,994.00	39,596.00			39,596.00	92%	3,398.00	3,959.
12	CO#7-Building #9 Options	\$45,472.00	39,781.96			39,781.96	87%	5,690.04	3,978.
11	CO#6-Del ste Size Conduits-Phase I & II	V(13,000.00)	(13,000.00)			(13,000.00)	100%		(1,300.)
10	CO#5-Delete Utility Stabs Phase I	\$ (15,000,00)	(15,000.00)			(15,000.00)	100%		(1,500,0
09	CO#4-Overtime B8 & B9	10,000.00	10,000.00			10,000,00	100%	- 1	1,000.0
08	CO#3-Options (voided change order #)		-			÷.			-
07	CO#2-Apco Trailer Hookup	1,622.00	1,622.00	÷ .		1,622.00	100%		162.2
06	CO#1-Contract Adjustment (inc. above)					÷ .	1) - (•
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			(D + E)		IN D OR E)	(D+E+F)		(0, 0,	
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HELIX ELECTRIC

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MATERIAL STORED BILLING STATUS

MANHATTAN WEST

PERIOD: Sep-08

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1			MATERIAL	
			REMOVED FROM	ACCUMULATIVE
HELIX	PREVIOUSLY		STORAGE &	TOTAL OF
LINE	BILLED MATERIAL	MATERIAL STORED	INSTALLED THIS	MATERIAL STORED
NUMBER	STORED	THIS PERIOD	PERIOD	TO DATE
23			\$ 25.000.00	
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TOTALS	\$ 618,250.00	r\$ -	\$ 618,250.00	-

01940

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name:	Manhattan West Condominiums
Property Location:	9255 W Russell Road
	Las Vegas, NV 89148
Undersigned's Customer:	Helix Electric
Invoice/Payment Application Number:	16713-012 thru 09/30/08
Payment Amount:	\$354,456.90

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: September 19, 2008.

Helix Electric

By: Its: Robert D Johnson, Vice President

Helix Electric 3078 E. Sunset Rd., #9 Las Vegas, NV 89120 TEL (702)732-1180 FAX (702) 732-4386 Nevada Contractor's License No.0053810 â

JA002739

	UNCONDITIONAL WAIVER AND RELEASE UPON PROCRESS PAYMENT
Рторену Мате	Manhattan West
Property Location	Russell Road/Rocky Hill Street
Undersigned's Cush	omer Camco Pacific
Ιηνοίος/Ραγποή: Αι	pfication Number NVA
Payment Amount	\$ 179,778,80

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 and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, role or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished *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 his laborers, subcontractors, materialmen and suppliers for all the work, materials or equipment that are the subject of this waiver and release.

Dated November 18, 2008

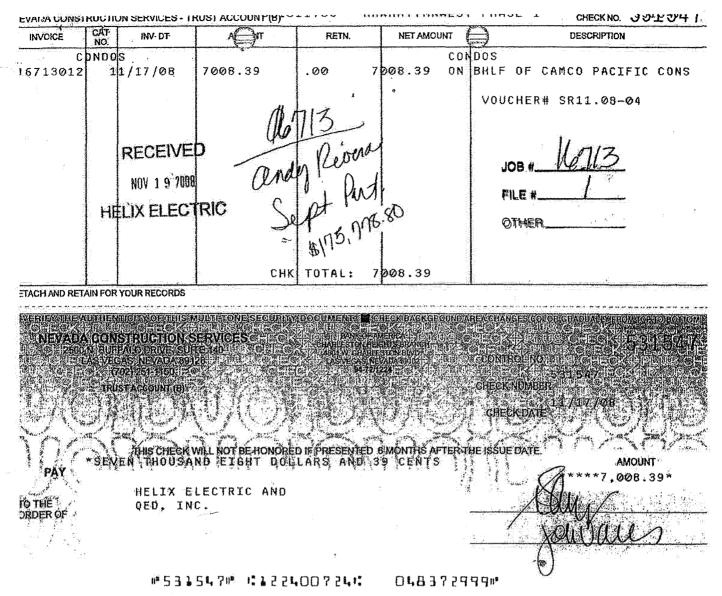
Helix Electric

(Company Name) 8y

Robert D Johnsop, Vice President

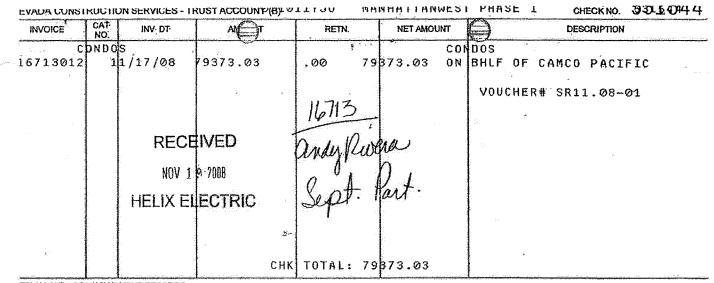
Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form

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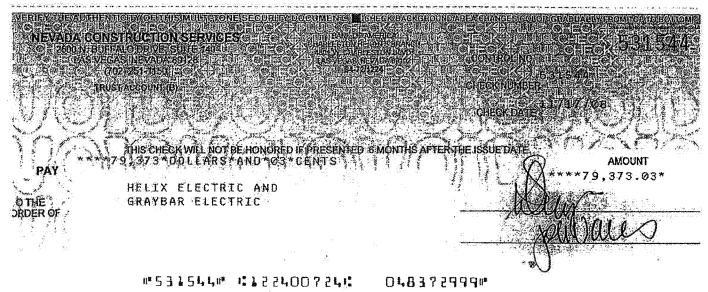
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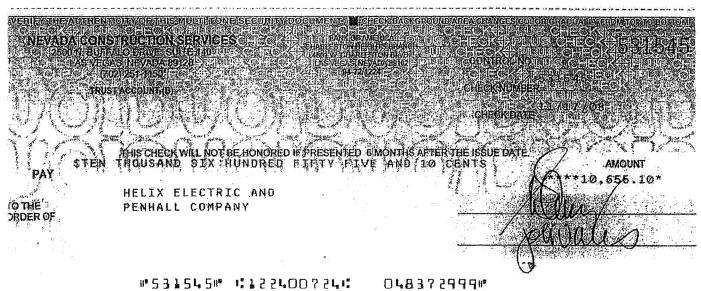
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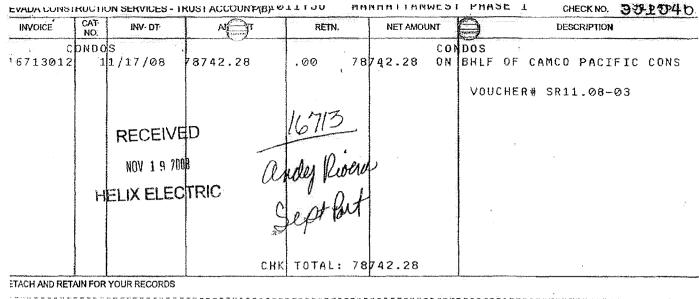
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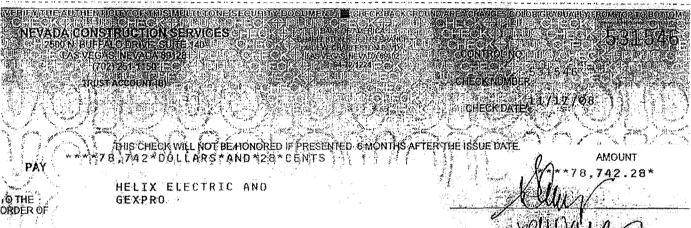
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JA002745



Cameo Pacific Construction Attn: Mike Wood

Re: B8/B9-Corridors on Floors 1-3

October 6, 2008

Ej

Mike,

Per direction from Camco Pacific, Helix Electric will install metal-clad cable, conduit, junction boxes, etc. in the corridors of Buildings 8 and 9 on floors 1-3 only.

This does not include the units or anything on the 4th floor.

Change Order Request #28 (cost estimate #33)-\$6,183.00

This change proposal does not include any amount for impacts such as interference, disruptions, rescheduling, change in the sequence of work, delays and/or associated acceleration. We expressly reserve the right to resubmit our request for any of these items should we be faced with performing work under any of these conditions.

This quote is valid for (5) days as of 10/6/08. Helix Electric requests an additional (3) days added to the construction schedule to perform this work. This quote was based on working normal business hours based on working (40) hours per week.

Please feel free to call me direct at (702) 580-2245 if you have any questions or need further clarification.

Andrew Rivera Project Manager

3078 E. Sunset Rd., Suite 9 • Las Vegas, NV 89120 • Tel: (702) 732-1188 Fax: (702) 732-4386 License #0053810



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CHANGE NOTICE

Helix Electric of Nevada, LLC

3078 E. Sunset Rd., Ste. 9 Las Vegas, NV 89120 License #0053810 Tel: (702) 732-1188 Fax: (702) 732-4386 Contact: Andrew Rivera, PM CCN# Date: Project Name: Project Number: Page Number:

 \ominus

41 10/29/2008 Manhattan West 16713

Client Address:

CAMCO Construction

Work Description

W. O. No. 104.

Replace and reterminate all breakers in panel in Building #9, unit #467 due to fire caulk damage. Attached are Work Order dated 9/16/06 and Daily Field Charge Report dated 10/25/06.

Schedule to extend _______days. If extension of days not accepted, change order cost increases to additional 100%. We reserve the right to correct this quote for errors and omissions. This quote covers direct costs only and we reserve the right to claim for impact and consequential costs. This price is good for acceptance within 5 days from the date of receipt. We will supply and install all materials, labor and equipment as per you instructions on CCN #41. Normal digging estimated. Callche and hard digging not included.

Description	Qty	Net Price U	Labor U	Total Mat(\$)	Total Hours
15A 1P BREAKER BOLT-ON	9	17.86 E	0.00 E	17.86	0.00
20A 1P BREAKER BOLT-ON	18	17,86 E	0.00 E	321.48	0,00
20A 1P AFCI BREAKER NEMA1	3	160.00 E	0.00 E	480.00	0.00
20A 2P BREAKER BOLT-ON	1	40,96 E	0.00 E	40,96	0.00
40A 2P BREAKER BOLT-ON	1	40.96 E	0.00 E	40.96	0.00
LABOR	1	0.00 E	10.00 E	0.00	10.00
Totals				901.26	10.00
Summary	in the second				
eneral Materials					901.20
laterial Tax	(@ 7,750 %)				69.85
Aaterial Total					971.11
Labor OT	(8.00 Hrs @ \$66.86)				534.88
Foreman OT	(2.00 Hrs @ \$91.38)				182.70
Engineering / Estimating	(0.50 Hrs @ \$45 00)				22.50
Safety @ 1%					7.4(
Small Tools @ 5%					37.00
ubtotal					1,755.68
Overhead	(@ 10.000 %)				175,57
Markup	(@ 5.000 %)				96.56
ubtotal					2,027.71

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CHANGE NOTICE

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CCN# Project Number: Page Number;

41 16713 2

Summary (Cont'd)

Final Amount

\$2,028.00

CLIENT ACCEPTANCE

CCN#: 41	
Final Amount:\$2,028.00	
Name:	
Date:	
Signature:	
Signature: Change Order #:	
	I hereby accept this quotation and authorize the contractor to complete the above described work.

	•	s, NV 89120) 732-1188		ILY FIE					T	25	-	20 08	3
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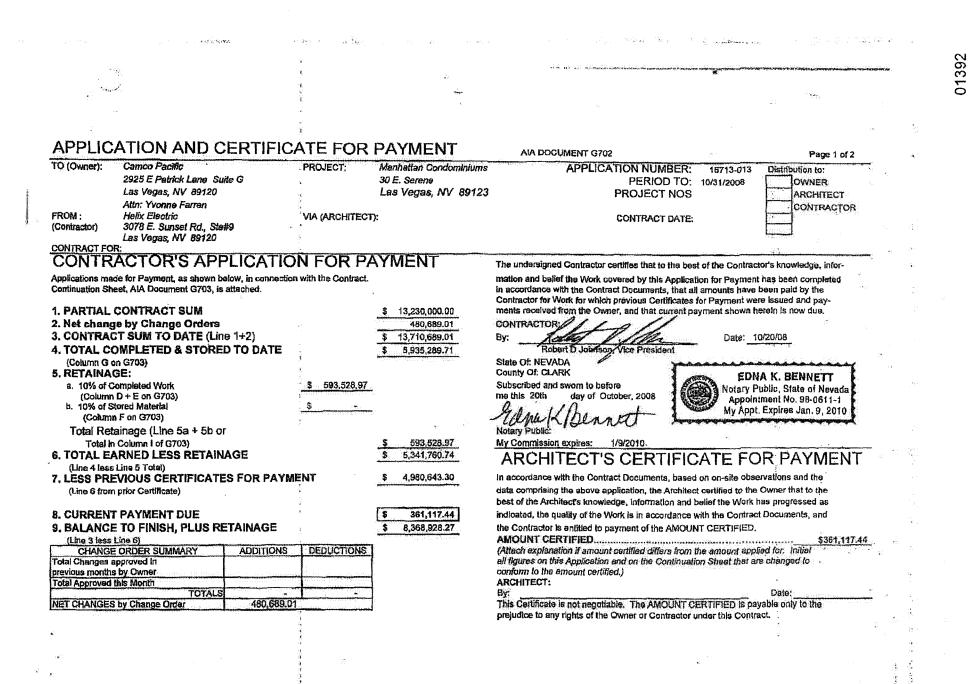
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(1,1,2,2)Acres 1 Chevrolic Land Contract 16= 1666.67 87 = 1666.67 164= 1666,67 412= 16666.67 INVOICE # 16713-013 517 = 1666.67 **Helix** Electric CUSTOMER# 1611 731 = 1666.67 19 = 2000,00 Cameo Pacific 2925 E Petrick Lane Suite G INVOICE DATE: 20-Oct-08 Las Vegas, NV 89120 PERIOD THRU: 10/31/2008 20 = 2600 00 Attn: Yvonne Farren OUR JOB NO.: 16713 JOB NAME: Manhattan West 91 = 425 00 168 = 425.00 YOUR JOB NO .: 416 = 1710 ORIGINAL CONTRACT 13,230,000.00 581 = 2420 735 = 2420 CHANGE ORDER THROUGH # 480,689.01 22 = 2500 CONTRACT AMOUNT TO DATE 13,710,689.01) GROSS BILLING 94 = 3550 43% 5,935,289.71 PREVIOUSLY BILLED 5,534,048.11 GROSS CURRENT PERIOD 401,241.60 RETENTION 10% 40,124.16 NET AMOUNT DUE THIS PERIOD 36117.44 OUTSTANDING FROM PRIOR PERIOD 334,710.00 Inv #16713-011 Inv #16713-012 354,456,90 5.58 TOTAL AMOUNT DUE 1,050,284 ----int to B&P sode set tion 7104.5 a pr Ĩ 3078 AE. Sunset Road, #9, Las Vegas, NV 89120 Tel (702) 732-1186 Fax (702) 732-4388 Nevada Contractors Lisense #0053810

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	pulations below, amounts are sta		est doller			APPLICATIO		10/20/2008	4			
Use (Column 1 on Contracts where va	riable retainad	e for line items r	nev epply.	ARC	HITECT'S PROJ	IOD TO:	10/31/2008	;			
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1	ELECTRICAL ENGINEERING MOBILIZATION	155,000,00	83,700,60	V/		A \$3,700.00	64%	71,300.00	8,370.00			Ĉ,
2 3	MOBILIZATION Office Trailer/Admin, 24 months	60,000.00 120,000.00	60,000.00	M	1 4	60,000.00	100%	÷	e,000.00			
- 3 - 4	Project Engineer, CAD, Project Assistant	75,000.00	75,000.00 69,375.00	10,000.00	La J	85,000.00	71% 95%	35,000.00	8,500.00			
5	Electrical Parmits	85,000.00	55,000.00		$V_{i} \neq i$	17 65,000.00	100%	3,825.00	7,137.60 6,500.00			2
8	Submittals	10,000.00	10,000,00	A	1 3	10,000.00	100%		1,000.00			4. 1
7	Supervision/Planning/Coordination	120,000.00	111,250,00	2,600,00	1.	149 760 00	85%	8,250.00	11,375.00		Ń	
8	BUILDING #1-TYPE V (52 units)				V - 1	ide 1		·	*			•
9	Light Fixture Package	76,000.00	Į – .	G165.00	P 1660	147		79,000.00	*			
10	Distribution Package Low Voltage Systems (FA, CCTV, CA, etc.	70,000.00	1 i+. 1	1,,		1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -		70,000.00	¥.			
11 12	Undersitab Branch Conduit & Wire	57,000.00			11.			40,000.00 57,000.00			1	
13	Gerage & 1st floor deck-conduit/wire	276.000.00		91 bis 109 18541	60	16-		275,000.00		-	(16.36	
14	1st Floor Rough Walls/Ceilings	65,000.00	-	14-77.	1. Balar	ΨP .		65,000.00		110	(14.5	
15	1st Floor Device and Fixture Trim	10,000.00	i i€		410			10,000,00		\ \	(2
16	2od Floor Rough Walls/Coilings	65,000.00	t a				1	65,000.00	*	э.	1 ×1.1	
17	2nd Flour Device and Fixture Trim	10,000.00						10,000.00	÷			
18 19	3rd Floor Rough Wells/Ceilings 3rd Floor Device and Forture Trim	55,000.00 10,000.00	: .#					65,000.00	*			*
20	4th Floor Rough Walls/Ceilings	65.000.00	2	É E				10,000.00 85,000.00	7			
21	fth Floor Device and Fixture Trim	10,000,00						10,000.00	± 10		·	
22	BUILDING #2-TYPE U				1				~			
23	Light Fixture Package	65,600.00	61,950.00	3,550.00	V .	65,500.00	100%	~	6,550.00			
24	Distribution Package	25,000.00	25,000.00			25,000,00	100%		2,500.00			
25	Low Voltage Systems (FA, CCTV, CA, etc.	50,000.00	47,500.00	2,500.00	MW .	50,000.00	100%	ir).	5,000.00			
25 27	2nd Sublevel Garage UG and Dack Ist Sublevel Garage and Deck	200,000.00 255,000.00	190.000.00 242,500.00	10,000.00	122	280,090.00 255,000.00	100%	-,	20,000.00			4 5
20	let Floor Rough and Trim	25,000,00	242,500.00	1,250.00	20	255,000.00	100%		25,600,00 2,500,00			5
29	2nd Floor Rough and Trim	25,000.00	23,750.00	1,250.00	100	25,000.00	100%		2,500.00			
30	3rd Floor Rough and Trim	25,000.00	23,750.00	1,250.00	101	25,000.00	100%		2,500.00	· · · ·	•	21. 21
31	4th Floor Rough and Trim	25,000.00	23,750.00	1,250.00	102	25,000.00	100%		2,500.00			· .
32	Roaf Piso	2,500.00	1		1,000		1	2,500.00				
33	BUILDING #3-TYPE II				101	1. 1.			•	- 	្	
94 35	Light Fixture Package Distribution Package	65,500.00 25,000,00	61,950.00 25,000.00	3,550.00,		65,500.00	100%		8,550.00			ń.
38	Low Voltage Systems (FA, CCTV, CA, cic.)	50,000,00	47,500.00	2,500.00	19	25,000,00 50,000.00	100%		2,500.00			÷
37	2od Sublevel Garage UG and Dack	200,000.00	190,000,00	10,000,00	ind	200,000.00	100%	-	5,000.00 20,000.00		p.	÷.
38	1st Subleyel Gurage and Deck	255,000.00	242,500,00	12,500.00	175	255,000.08	100%		25,500.00			
39	1st Floor Rough and Trim	25,000.00	23,750.00	1,250,00	1.214	25,000.00	100%		2,600.00			
40	2nd Floor Rough and Trim	25,000.00	23,750,00	1,250.00	111	25,000.00	100%	÷	2,500.00	-		λ: ·
41	3rd Floor Rough and Trim	25,000.00	23,760.00	1,250.00	196	25,000.00	100%	÷.	2,500.00			1. 1
42	4th Floor Rough and Tilm	25,000.00	23,750.00	1,250.00	M	25,000.00	100%		2,500.00			
43 44	Roof Plan	2,500,00					1	2,500.00	я.		1	
	BUILDING #4-TYPE V (52 units) Light Fishure Package	76,000.00			í í	17 C - 1	1	÷ .	• •		:	5 (A.)

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tem No.	DESCRIPTION OF WORK	Scheduled Value	FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G/C)	BALANCE TO FINISH (C - G)	RETAINAGE	- Art		
48	Distribution Package	70,000.00						70,000.00			÷.	<i>a</i> .
47	Low Voltage Systems (FA, CCTV, CA, ere	40,000,00	·					40,000.00	the second se	4		
48	Underslab Branch Condair & Wice	57,000.00	4.			[]		67.000.00				
49	Garage & 1st floor deck-conduit/wire	275,000.00						275,000.00				
50	ist Floor Rough Walls/Ceilings	65,000.00						65,000.00	1			
51	1st Floor Device and Fixture Trim	10,000.00						10,000,00				
52	2nd Floor Rough Walls/Ceilings	65,000.00	- -					65,000,00				
53	2nd Floor Device and Fixture Trim	10,000,00						10,000.00	-			
64	Ind Floor Rough Walls/Ceilings	65,000.00	-		l.			55,000,00				
55	Std Floor Davice and Fixture Trim	10,000.00	2	l l	ľ			10,000.00	- I - I - I			
68	4th Floor Rough Walls/Cellings	65,000,00					}	68,000,00		Э		
57	4th Floor Device and Fixture Trim	10,000.00						10,000.00				
58	BUILDING #S-TYPE I (76 units)		-					10,000.00		·L -		
59	Light Forme Package	108,000,00	_				. 1	105,000.00				
80	Distribution Package	83,000,00			i i	_		83,000.00				
61	Low Voltage Systems (FA, CCTV, CA, or	50,000,00						50,000,00				
62	Eindorslab Branch Conduit & Wire	85,000.00	÷ 1			: a		\$5,000,00				
63	Gange & 1st floor deck-conduit/wire	400,000,00	С <u>ц</u>					400,000,00				
64	1st Floor Rough Walts/Coilings	75,000.00		1				75,000.00	-			
66	1st Floor Device and Fixture Trim	10,000.00						10,000,00				
66	2nd Floor Rough Walls/Coilings	75,000,00						75,000,00				
	2nd Floor Device and Fixture Trim	10,000.00			i i			10,000,00				
	3rd Floor Rough Walls/Coilings	75,000.00					· 1	76,000.00				
	3rd Floor Device and Finture Trim	10,000.00						10,000,00				
	fah Flope Rough Walls/Callings	75,000.00	4					75,000,00	·			
	4th Floor Device and Pixture Trim	10,000.00	2		· 1		: j	10,000.00				
72	BUILDING #6-TYPE I (76 units)				[:]		: i	10,000,00				
	Light Finture Package	108,000,00		(1	105,000,00				
	Distribution Package	83,000,00			È. I		: :]	63,000.00				^
	Low Voltage Systems (FA, CCTV, CA, etc.	50,000.00			[50,000,00				
	Underslab Branch Conduit & Wire	85,000,00						85,000,00				*
77	Garage & 1st floor deck-conduit/wire	400,000,00				5		400,000.00				ŝ.
78	ist Floor Rough Walls/Collings	75,000,00	7					75,000.00				
	Ist Floor Device and Fixture Thin	10,000,00						10,000,00	7.1			í.
	2nd Floor Rough Walls/Ceilings	75,000.00				5		75,000.00				
	2nd Floor Device and Fixture Trim	10,000,00						10,000.00				
	3rd Floor Rough Walks/Coilings	75,000,00	Ĵ.			-		1 1				÷.
	and Floor Device and Fixture Trim	10,000.00	-	1			.	75,000.00	-			
			-	1			1	10,000,00				d.
44 85	4th Floor Rough Walls/Ceilings	75,000.00			t I	• 1	· •	75,000.00	-	2		100
85 86	4th Floor Device and Fixture Trim	10,000.00	-	,		*	: I	10,000.00		-		Ł
	BUILDING #7-TYPE III (76 units)				110	*		*				1
87 011	Light Fixture Package	141,000.00	10B,250.00	20,000.00	419	126,250.00	90%	14,750.00	12,625.00			
	Distribution Package	225,000.00	202,000.00	23,000.00	HaD J	Q 225,000.00	100%	- 1	22,500.00			1
	Low Voltage Systems (FA, CCTV, CA, etc.	50,000.00	30,000,00	10,000.00	421-612	40,000.00	80%	10,000.00	4,000.00			
90	Generator	100,000.00	95,000.00		10 10	12 95,000.00	85%	5,000.00	9,500.00			1
	Underslab Branch Conduit & Wire	68,000.00	64,500.00		580= 39	64,600.00	95%	3,500.00	6,450.00			
	Garage & 1st floor deck-conduit/wire	330,000.00	313,500,00			313,500.00	95%	16,500.00	31,350.00			
	1st Floor Rough Deck/Walls/Ceilings	95,500.00	62,250.00	5,000.00	425	87,250.00	70%	29,250.00	6,725.00			1
94	Ist Floor Device and Fixture Trim	00.000,01	-			·		10,000,00				1
	2nd Floor Raugh Deck/Walls/Ceilings	\$5,500.00	88,250,00	4,000,00	427	90,250.00	95%	5,250,00	9,025.00			
	2nd Floor Dovice and Fixture Trim	10.000.00	*			-	j I	10,000.00	·			1
97	3nd Floor Rough Deck/Walls/Ceilings	95,500.00	88,250,00	4,000,00	429	90,250,00	95%	5,250.00	9,025.00			Ť

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em Io.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (0 + E)	This period	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G/C)	BALANCE TO FINISH (C - G)	RETAINAGE			
38	and Floor Device and Fixture Trim	10,000,00						10,000,00				
99	Ath Floor Rough Deck/Walls/Ceilings	\$5,500.00	88,250.00	4,000.00	431	90,250,00	85%	5,250,00	9,025.00			
00	4th Floor Device and Fixture Trim	10,000.00			121			10,000,00	3,023,00			
01	Sth Floor Rough Deck/Walls/Coillogs	95,500.00	88,250.00	4,000,00	423	90,250.00	95%	5,250.00	9,025.00			
02	Sth Floor Device and Fixture Trim	10,000.00			107			10,000,00				
(03	6th Floor Rough Deck/Walls/Coilings	95,500.00	76,750.00	13,500,00	435	90,260.00	95%	5,250.00	9,025.00			
04	6th Floor Device and Fixture Trim	10,000,00						10,000.00				
05	7th Floor Rough Dock/Walls/Ceilings	95,500.00	57,750.00	19,000,00	451	78,750.00	80%	18,750,00	7,675.00			
06	7th Floor Dovice and Fixture Trim	10,000.00	•					10,000,00	· · · · ·			
07	Bth Floor Rough Deck/Walls/Collings	95,500.00	\$7,750.00	9,000.00	4591	66,750.00	70%	28,750.00	6,675,00		÷	
08	8th Floor Device and Fixture Trim	10,000.00	6 * - 4 .9	•		- 1		10,000,00	- 1			
09	9th Floor Rough Deck/Walls/Ceilings	95,500.00	47,750.00	10,000,00	4446	57,750.00	60%	37,750.00	5,775.00			
10	9th Floor Davies and Fixture Trim	5,000,00	• 1		att.	÷.		5,000.00				
111	BUILDING #8-TYPE 1 (76 units)	1.	•	6	m-200	-		*	- 1			
12	Light Fixture Package	106,000,00	101,000,00	5,000.00	419:200	105,000.00	100%		10,600.00			
13	Distribution Package	83,000.00	63,000.00		419 3	63,000,00	100%	ે ન:	8,300.00			
14	Low Voltage Systems (FA, CCTV, CA, and	60,000.00	47,500,00	~			95%	2,500.00	4,750.00			
15	Underslab Branch Conduit & Wire	85,000.00	81,000.00	2,000.00	667	83,000,00	98%	2,000.00	8,300,00			
16	Garage & lat floar deck-conduit/wire	400,000,00	380,000,00	, 🖌 20,000.00	6466	400,000.00	100%		40,000.00			
17	Ist Floor Rough Walls/Ceilings	75,000.00	71,250.00			71,250.00	95%	3,750.00	7,125.00	1 - 1 - 1		
18	1st Floor Device and Fixture Trim	10,000.00	· · ·	7,500.00	540	7,500.00	75%	2,500.00	760.00			
19	2nd Floor Rough Walls/Ceilings	75,000.00	71,250.00		190	71,250,00	96%	3,750.00	7,125.00	<u>.</u>		
20	2nd Floor Device and Fixture Trim	10,000,00	÷	€∕ 7,600.00	592	7,500.00	75%	2,500.00	750_00			
21	3rd Floor Rough Walls/Collings	75,000.00	71,250.00	1	594	71,250.00	95%	3,750,00	7,125.00	-		
22	3rd Floor Davice and Fixture Trim	10,000.00		7,500.00	517	7,500.00	76%	2,500,00	750.00			
23	4th Floor Rough Walls/Cellings	75,000.00	71,250.00	1	1000	71,250.00	96%	3,750.00	7,125.00			
24	Ath Floor Device and Fixture Trim	10,000.00		5,000.00	543	5,000.00	50%	\$,000.00	500.00	•		
25	BUILDING #9-TYPE I (76 units)		i en		19,740	n - 1			•		e.	
26	Light Fixture Package	108,000.00	101,000.00	5,000,00	A11 1 33	_ ^V 105,000.00	100%	· *	10,600.00			
27	Distribution Peckage	83,000.00	83,000100		12122	83,000.00	100%	-	8,300.00			
28	Low Volisge Systems (FA, CCTV, CA, etc	50,000.00	47,500.00		1 N 1	47,500.00	95%	2,500.00	4,760.00			
28	Understab Branch Conduit & Wire	\$5,000.00	81,000.00	2,000.00	241	83,000,00	98%	2,000.00	8,300.00			
30	Garage & 1st floor deck-conduct/wire	400,000.00	380,000.00	20,000.00	742	400,000.00	100%	-	40,000.00			
31	lat Floor Rough Walls/Cellings	75,000.00	71,260.00		- NIX	71,250.00	.95%	3,750.00	7,125.00			
32	Let Floor Device and Fixture Trim	10,000.00	-	7,500.00	744	7,500.00	75%	2,500.00	750.00	•		
33	2nd Floor Rough Wells/Ceilings	75,000.00	71,250.00	d	011	71,250.00	95%	3,750.00	7,125.00			
34	2nd Floor Device and Fixture Trim	10,000.00	74.050.00	7,500.00	746	7,500.00	76%	2,500.00	750.00	i +		ų.
35	3rd Floor Rough Walts/Ceilings	75,000.00	71,250.00		and	71,250.00	95%	3,750.00	7,125.00	1.·		
36	3rd Floor Device and Fixture Trim	10,000,00	74 060 00	7,500,00	1446	7,500.00	75%	2,500.00	750.00			
37	4th Floor Rough Walls/Ceilings	75,000,00	71,250,00	1		71,250.D0	95%	3,750.00	7,125.00			
38	4th Floor Device and Fixture Trim	10,000.00	-	5,000.00	750	5,000,00	50%	5,000.00	500.00			
39 40	BUILDING #10-TYPE I (76 units)	108.000.00	-			•	i	*		·		
	Light Ficture Package	83,000.00	-	-				106,000.00	A .			
41 42	Distribution Package	50,000.00			1			83,000.00	•		7	
	Low Voltage Systems (FA, CCTV, CA, etc					. .	. 1	50,000.00				
43	Understab Braoch Conduit & Wire	85,000,00	-					85,000_00				
44	Ourage & 1st Boor deok-conduit/wire	400,000.00	÷		I			400,000,00	•			
45	Ist Floor Rough Walls/Ceilings	75,000.00	-		(:			75,000.00				
46	Ist Floor Device and Fixture Trim	10,000.00	*		 	5 - E		10,000.00	1 · · · · ·			
47	2nd Floor Rough Walls/Ceilings	75,000,00	1 5				· · · · · ·	75,000.00	a 👘			
148	2nd Floor Device and Fixture Trim	10,000,00	-			n (*)		10,000,00	19 - 19 - 19 - 19 - 19 - 19 - 19 - 19 -			
49	Brd Floor Rough Walls/Ceilings	75,000,00			I	i	· · · •	75,000,00				

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ем Ю.	description of work	Scheduled Value	FROM PREVIOUS APPLICATION (D + E)		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE	
50	3rd Floor Device and Fixture Trim	10,000.00		<u> </u>	1			10,000.00		,#
	4th Floor Rough Walls/Cailings	75,000.00	i e		- K			75,000.00		
	the Floor Device and Fixture Tran	10,000.00			4	<u></u>		10,000,00		
153	BUILDING #11-TYPE I (76 units)		1		l				· • •	
154	Light Pinture Package	108,000,00	-			-		108,000.00		
	Distribution Package	83,000.00	•	•		•		83,000.00	·	
158	Low Voltage Systems (FA, CCTV, CA, etc	50,000.00	· ·			-	: I	50,000.00		
	Underslab Branch Conduit & Wire	85,000.00	•			· ·		85,000.00	1	
	Garage & lat floor deck-conduit/wire	400,000.00	•		•	· 2		400,000.00	÷	
159	1st Floor Rough Walls/Ceilings	75,000.00	-		ľ	÷.		75,000,00	-	
031	lat Floor Device and Fixture Trim	10,000.00				स		10,000.00	· · · · · ·	
	2nd Floor Rough Walls/Cailings	75,000.00						75,000.00	*	
	2nd Floor Device and Flynne Trim	10,000.00				•		10,090,00		
	3rd Floor Rough Walls/Ceilings 3rd Floor Device and Fixture Trim	75,000.00	1 .		• ·	- -		75,000.00	-	
	th Floor Rough Walls/Ceilings	75,000.00				5		10,000.00	- 	
	4th Floor Device and Fixture Trim	10,000.00						10,000.00	, <u>ŝ</u>	
67	BUILDING #12-TYPE IV (66 mile)		-			-	-			
	Light Flottere Package	\$6,000.00	•			· 🔶	. 1	95,000.00	÷ 1	
	Distribution Package	77,600.00				े ह .		77,500,00	·	
	Low Voltage Systems (FA, CCTV, CA, etc. Underslab Branch Conduit & Wire	45,000.00 76,000,00	.				1	45,000,00	i 👘 🖓	
	Garage & 1at floor deck-conduit wire	350,000.00	1			_		76,000,00 350,000,00		
	Ist Floor Rough Walls/Coilings	70,000.00				2	1	70,000.00		
74	Ist Ploor Device and Fixture Trim	10,000.00	-		1	1	:	10,000.00		
	2nd Floor Rough Walls/Cailings	70,000.00	-		:			70,000,00		
	2nd Floor Device and Fixture Trim 3rd Floor Rough Walls/Ceilings	10,000.00 70,000.00	Ť:			-		10,000.00		
	and Floor Rough Wanse Cennigh 3rd Floor Device and Pixture Trim	10,000.00	~			· •		70,000.00 10,000.00		
	4th Floor Rough Walls/Ceilings	70,000,00				. v 1		70,000.00	-	
80	4th Floor Device and Fixture Trun	10,000,00	+			· · ·		10,000,00		
81	SITE LIGHTING	1 1	+	·		- 100 				
	Fumish Landscape Lighting	257,000.00	2					257,000,00	: .	
	Furnish Couriyard Lighting	59,000.00 6,000.00	100 - 100 -					59,000.00	:•.	
	Fumish Sports Lighting Fumish Packing Lot Pole Lighting	64,000.00					.	5,000,00 54,000.00		
85	Punnar Parking Lots no Lighting	01,000,00	-	1		÷.		4,000,00		
87						-				
18	4. La		*	1	l.	-		-	· · · · ·	
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03			-		\$ 11	-		. <u>2</u> 1		
204			-	1 1	1	e 40			94 C	
206								-	: 	
	Original Contract Totals	13,230,000.00	5,201,725.00	326,100.00	I	\$,527,825.00	42%	7,702,175.00	552,782,50	

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	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	This period	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (Q+E+F)	% (G/C)	BALANCE TO FINISH (C - G)	RETAINAGE	
	CHANGE ORDERS COMI-Contract Adjustment (inc. above) COM2-Apec Trailer Hockup OM3-Options (vaided change order \$) COM4-Overtime B8 & B9	1,622.00 10,000.00	1,622.00 10,000.00			10,000,00	100% 100%	: €1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	162.20	- - T
	CO#S-Delete Utility Stubs Phase I CO#6-Delete Site Conduits-Phase I & II	(15,000.00) (13,000.00)	(15,000.00) (13,000.00)		>> ac	81 7 116.000.001	100% 100%		(1,500.00) (1,300.00)	
	CO#7-Building #9 Options	45,472.00	39,781(96	1 3,500,00	1922	(13,000,00) (13,281,96) (13,281,96)	95%	2,190.04	4,328,20	
	CO#8a-Building #8 Options CO#8b-Additional B8 & B9 Options	42,994,00 40,256,00	39,596,00 39,866,40	1,250.00 391.60	-1947	40,846.00	95%	2,148.00	4,084.60	
	CO#9-Building #7 Oprions	25,639.01	15,500.00	2,500.00	_605	40.268.00	100% 70%	7,639,01	4,025.80	
	CO#10-Building #2 OT	3,841.00	3,841.00			0.044.00	100%	19	384.10	
	CC#11-CO2 Raceway	21,500.00	21,500.00	Qui	20 m	UO 21,600.00	100%	-	2,150.00	
	CO#12-Doits 2 "Red Lines" CO#13-C2 Split	78,600.00 63,758.00	48,500.00	2,600,00	EPATI'	45,000.00 51,000,00	60% 85%	30,500.00	4,600.00	
	CO#14-Delta 3	92,117.00	89,180.75	9,000.00	-801	76,180.75	85%	2,756,00 13,938,25	5,100,00 7,818.08	
	CO#15-Delta 5	94,990.00	70,935,00	10,000.00		80,935.00	85%	14,055.00	8,093,50	- **
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	Total Charge Orders Total Revised Contract	13,710,689.01	5,634,048.11	75,141.60		407,454.71 5,935,289.71	85% 43%	73,224.30 7,775,399.30	40,745.47	
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MATERIAL STORED BILLING STATUS

MANHATTAN WEST

PERIOD: Oct-08

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HELIX LINE NUMBER	PREVIOUSLY BILLED MATERIAL STORED	MATERIAL STORED THIS PERIOD	MATERIAL REMOVED FROM STORAGE & INSTALLED THIS PERIOD	ACCUMULATIVE TOTAL OF MATERIAL STORED TO DATE
23	\$ 26,000.00		\$ 26,000.00	\$ -
24	\$ 15,000.00		\$ 15,000.00	
34			\$ 28,000.00	\$ -
35	\$ 15.000.00	······	\$ 15,000.00	\$
87		Carlo and the second	\$ 48,250.00	\$
88	\$ 38,000,00			-
93	\$ 20,000.00			\$
95	\$ 20,000.00		\$ 20,000.00	5 -
\$7	\$ 20,000.00		\$ 20,000.00	\$ -
99	\$ 20,000.00		\$ 20,000,00	\$ -
101	\$ 20,000.00		\$ 20,000.00	\$
103	\$ 20,000.00		\$ 20,000.00	-
105	\$ 20,000.00		\$ 20,000.00	
107	\$ 20,000,00	·····	\$ 20,000.00	\$
109	\$ 20,000.00	· · · · · · · · · · · · · · · · · · ·	\$ 20,000,00	\$ -
112	\$ 39,500.00		\$ 39,500.00	\$ -
113	\$ 63,000,00		\$ 63,000.00	\$ •
117	\$ 7,500.00		\$ 7,500.00	\$ -
119	\$ 7,500.00	91. a 192. 191 191.	\$ 7,500.00	S +
121	\$ 7,500,00		\$ 7,500.00	5
123			\$ 7,500.00	Ş
126	\$ 39,500.00		\$ 39,500.00	\$ -
127			\$ 68,000.00	\$ -
131	\$ 7,500.00	#1.	\$ 7,500.00	\$ -
133		and the state of the	\$ 7,500.00	-
135			\$ 7,500.00	5 -
137	\$ 7,500.00		\$ 7,500.00	<u>s</u> –
OTALS	\$ 618,250,00	an a	\$ 618,250.00	5 -

01398

JA002759

APCO-TR-EX0176-0008

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: Property Location:

Undersigned's Customer:Helix ElectricInvoice/Payment Application Number:16713-013 thru 10/31/08Payment Amount:\$361;117.44

Manhattan West Condominiums 9255 W Russell Road Las Vegas, NV 89148 Helix Electric 16713-013 thru 10/31/08 \$361:117.44

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, 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: October 20, 2008.

1000

Helix Electric

By Its: Robert D Johnson, Vice President

Helix Electric 3078 E. Sunset Rd., #9 Las Vegas, NV 89120 TEL (702)732-1180 FAX (702) 732-4386 Nevada Contractor's License No.0053810



Cameo Pacific 2925 E Patrick Lane Suite G Las Vegas, NV 89120 Attn: Yvonne Farren JOB # 16713 FILE #_____ OTHER_____

INVOICE # 16713-013R1

CUSTOMER # 1611

INVOICE DATE: 20-Oct-08 PERIOD THRU: 10/31/2008 OUR JOB NO.: 16713 JOB NAME: Manhattan West

YOUR JOB NO .:

13,230,000.00

480,689.01

13,710,689.01

5,723,483.49

5,534,048.11

189,435.38

18,943.54

170,491.84

ORIGINAL CONTRACT

CHANGE ORDER THROUGH #

CONTRACT AMOUNT TO DATE

42%

10%

lav #16713-011 lav #16713-012

GROSS BILLING

PREVIOUSLY BILLED

GROSS CURRENT PERIOD

RETENTION

NET AMOUNT DUE THIS PERIOD

OUTSTANDING FROM PRIOR PERIOD

279,166.65 354,456.90

TOTAL AMOUNT DUE

804,115

Pressuant to B&P code section 7108.5 a penalty of 2% per month of the amount owed, plas ministery's fees if required for collection, shall be assessed to this invoice for payments not received within 10 days of receipt of progress payments from award.

3078 AE, Sunset Road, #9, Las Vegas, NV 89120 Tel (702) 732-1188 Fax (702) 732-4386 Nevada Contractor's Lisense #0053810

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APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702 Page 1 of 2 TO (Owner): Camco Pacific PROJECT APPLICATION NUMBER: Manhattan Condominiums 16713-013R1 Distribution to: 2925 E Patrick Lane Suite G PERIOD TO: 10/31/2008 OWNER 30 E. Serene Las Vegas, NV 89120 **PROJECT NOS** Las Vegas, NV 89123 ARCHITECT Attn: Yvonna Farren CONTRACTOR FROM : Helix Electric VIA (ARCHITECT); CONTRACT DATE: (Contractor) 3078 E. Sunset Rd., Ste#9 Las Vegas, NV 89120 CONTRACT FOR CONTRACTOR'S APPLICATION FOR PAYMENT 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 Applications made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached. 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. **1. PARTIAL CONTRACT SUM** 13.230.000.00 2. Net change by Change Orders 480.689.01 CONTRACTOR 3. CONTRACT SUM TO DATE (Line 1+2) 13,710,689.01 Bv: Date: 10/20/08 \$ 4. TOTAL COMPLETED & STORED TO DATE 5,723,483.49 Robert D Johnson Vice President (Column G on G703) State Of: NEVADA County Of: CLARK 5. RETAINAGE: EDNA K. BENNETT a. 10% of Completed Work Subscribed and sworn to before 572.348.35 Notary Public, State of Nevada day of October, 2008 me this 20th (Column D + E on G703) Appointment No. 98-0611-1 b. 10% of Stored Material My Appt. Expires Jan. 9, 2010 . MA (Column F on G703) Notary Public: Total Retainage (Line 5a + 5b or Total in Column I of G703) 572,348.35 My Commission expires: 1/9/2010 6. TOTAL EARNED LESS RETAINAGE 5,151,135,14 CT'S CERTIFICATE FOR PAYMEN (Line 4 less Line 5 Total) In accordance with the Contract Documents, based on on-site observations and the 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT 4,980,643.30 \$ data comprising the above application, the Architect certified to the Owner that to the (Line 6 from prior Certificate) best of the Architect's knowledge, information and belief the Work has progressed as 8. CURRENT PAYMENT DUE 170,491.84 indicated, the quality of the Work is in accordance with the Contract Documents, and 9. BALANCE TO FINISH. PLUS RETAINAGE 8.559.553.87 the Contractor is entitled to payment of the AMOUNT CERTIFIED. AMOUNT CERTIFIED (Line 3 less Line 6) \$170,491.84 CHANGE ORDER SUMMARY ADDITIONS DEDUCTIONS (Attach explanation if amount certified differs from the amount applied for. Initial Total Changes approved in ail figures on this Application and on the Continuation Sheet that are changed to previous months by Owner conform to the amount certifled.) ARCHITECT: Total Approved this Month TOTALS Date: By: This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the NET CHANGES by Change Order 480,689,01 prejudice to any rights of the Owner or Contractor under this Contract.

IN THE SUPREME COURT OF THE STATE OF NEVADA

Supreme Court Case No. 77320 Consolidated with 80508

HELIX ELECTRIC OF NEVADA, LLC,

Appellant,

v.

APCO CONSTRUCTION, INC., A NEVADA CORPORATION,

Respondent.

JOINT APPENDIX VOLUME 49

Eric B. Zimbelman, Esq. (9407) **PEEL BRIMLEY LLP** 3333 E. Serene Avenue, Suite 200 Henderson, NV 89074-6571 Telephone: (702) 990-7272 Facsimile: (702) 990-7273 <u>ezimbelman@peelbrimley.com</u> *Attorneys for Appellant Helix Electric of Nevada, LLC* Mary E. Bacon, Esq. (12686) **SPENCER FANE LLP** 400 S. Fourth Street, Suite 500 Las Vegas, NV 89101 Telephone: (702) 408-3411 Facsimile: (702) 408-3401 <u>MBacon@spencerfane.com</u>

John Randall Jefferies, Esq. (3512) Christpher H. Byrd, Esq. (1633) FENNERMORE CRAIG, P.C. 300 S. Third Street, 14th Floor Las Vegas, NV 89101 Telephone: (702) 692-8000 Facsimile: (702) 692-8009 rjefferies@fclaw.com cbyrd@fclaw.com Attorneys for Respondent

CHRONOLOGICAL APPENDIX OF EXHIBITS

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
06-24-09	Helix Electric's Statement of Facts Constituting Lien and Third-Party Complaint	JA000001- JA000015	1
08-05-09	APCO's Answer to Helix's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA000016 – JA000030	1
04-26-10	CAMCO and Fidelity's Answer and CAMCO's Counterclaim	JA000031- JA000041	1
07-02-10	Order Striking Defendant Gemstone Development West, Inc.'s Answer and Counterclaim and Entering Default	JA000042- JA000043	1
06-06-13	APCO's Limited Motion to Lift Stay for Purposes of this Motion Only; (2) APCO's Motion for Summary Judgment Against Gemstone Only; and (3) Request for Order Shortening Time	JA000044- JA000054	1
	Exhibit 1 – Affidavit of Randy Nickerl in Support of (I) APCO's Limited Motion to Lift Sta for Purposes of this Motion Only; (2) APCO's Motion for Judgment Against Gemstone Only		1/2/4/5/6
	Exhibit 2 – Findings of Fact and Conclusions of Law and Judgment in Favor of APCO Construction Against Gemstone Development West, Inc. Only	JA000317- JA000326	6

<u>Date</u>	Description	<u>Bates</u> Number	<u>Volume(s)</u>
06-13-13	Docket Entry and Minute Order Granting APCO's Motion for Summary Judgment Against Gemstone	JA000327	6
08-02-17	Peel Brimley Lien Claimants'Motion for Partial SummaryJudgment Precluding DefensesBased on Pay-if-PaidAgreements and Ex ParteApplication for OrderShortening Time	JA000328- JA000342	6
	Exhibit 1 – APCO Construction's Answers to Helix Electric of Nevada, LLC's First Request for Interrogatories		6
	Exhibit 2 – Camco Pacific Construction Company, Inc.'s Responses to Helix Electric of Nevada, LLC's Interrogatories		6
08-21-17	APCO Construction's Opposition to Peel Brimley Lien Claimants' Partial Motion for Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA000393- JA000409	6/7
	Exhibit A – Excerpt from 30(b)(6) Witness for Helix Electric of Nevada, LLC taken July 20, 2017	JA000410- JA000412	7
09-28-17	Peel Brimley Lien Claimants' Reply to Oppositions to Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA000413- JA00418	7
11-06-17	Peel Brimley Lien Claimants' Motion in Limine Nos. 1-6	JA000419- JA000428	7

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Exhibit 1 – Notice of Entry of Order	JA000429 JA000435	7
	Exhibit 2 – Amended Notices of 30(b)(6) Deposition of Camco Pacific Construction Company, Inc. from Cactus Rose Construction, Inc., Fast Glass, Inc.'s, Heinaman Contract Glazing, Inc. and Helix Electric of Nevada, LLC's	JA000436- JA000472	7/8
	Exhibit 3 – Excerpt from David E. Parry's Deposition Transcript taken June 20, 2017	JA000473 JA00489	8
	Exhibit 4 – Cactus Rose Construction, Inc.'s First Set of Request for Admissions to Camco Pacific Construction		8
	Exhibit 5 – Fast Glass, Inc.'s First Set of Request for Admissions to Camco Pacific Construction	JA000501- JA000511	8
	Exhibit 6 – Heinaman Contract Glazing, Inc.'s First Set of Request for Admissions to Camco Pacific Construction		8
	Exhibit 7 – Helix Electric of Nevada, LLC's First Set of Request for Admissions to Camco Pacific Construction	JA000523-	8
11-06-17	Helix Electric of Nevada's Motion <i>in Limine</i> Nos. 1-4	JA000534- JA000542	8
	Exhibit 1 – Notice of Entry of Order		8
	Exhibit 2 – Helix Electric of Nevada, LLC's Amended Notice of 30(b)(6) Deposition of APCO Construction	JA000550 JA000558	8/9

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Exhibit 3 - Excerpts from Brian Benson Deposition Transcript taken June 5, 2017	JA000559 JA000574	9
	Exhibit 4 – Excerpts from Mary Jo Allen's Deposition Transcript taken July 18, 2017	JA000575- JA000589	9
11-06-17	APCO Construction, Inc.'s Omnibus Motion <i>in Limine</i>	JA000590 JA000614	9
	Exhibit 1 – Second Amended Notice of taking NRCP Rule 30(b)(6) Deposition of Person Most Knowledgeable for Zitting Brothers Construction, Inc.	JA000615- JA000624	9
	Exhibit 2 – Zitting Brothers Construction, Inc.'s Motion for Partial Summary Judgment Against APCO Construction		9
	Exhibit 3 – Excerpts from Samuel Zitting's Deposition Transcript taken October 27, 2017	JA000647- JA000678	9/10
	Exhibit 4 – Statement of Facts Constituting Lien on Behalf of Buchele, Inc.	JA000679- JA000730	10
	Exhibit 5 – Subcontract Agreement dated April 17, 2007	JA000731- JA000808	10/11
	Exhibit 6 – Subcontract Agreement dated April 17, 2007	JA000809- JA000826	11/12
	Exhibit 7 – Email from Mary Bacon dated October 16, 2017	JA000827- JA000831	12
	Exhibit 8 – Email from Mary Bacon dated October 17, 2017	JA000832- JA000837	12
	Exhibit 9 – Email from Eric Zimbelman dated October 17, 2017	JA000838- JA000844	12
	Exhibit 10 – Special Master Report, Recommendation and District Court Order	JA00845- JA000848	12

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Exhibit 11 – Plaintiff in Intervention, National Wood Products, Inc.'s Initial Disclosures Pursuant to NRCP 16.1		12
	Exhibit 12 – Plaintiff in Intervention, National Wood Products, Inc.'s First Supplemental Disclosures Pursuant to NRCP 16.1	JA000857- JA000864	12
	Exhibit 13 – Amended Notice of Taking NRCP Rule 30(b)(6) Deposition of Person Most Knowledgeable for Helix Electric of Nevada, LLC	JA000865- JA000873	12
	Exhibit 14 – Excerpts from Helix Electric of Nevada, LLC's 30(b)(6) Witness Deposition Transcript taken July 20, 2017	JA000874-	12
11-14-17	Camco Pacific Construction Company, Inc.'s Opposition to Lien Claimants' Motions in Limine Nos. 1-6		12
	Exhibit A – Nevada Construction Services Cost Plus GMP Contract Disbursement Agreement	JA000906- JA000907	12
	Exhibit B – Scott Financial Corporation's April 28, 2009 letter to the Nevada State Contractor's Board	JA000908- JA000915	2/13
	Exhibit C – E-mail from Alex Edelstein dated December 15, 2008 Re: Letter to Subs	JA000916- JA000917	13
	Exhibit D – Camco Pacific's letter dated December 22, 2008	JA000918- JA000920	13
	Exhibit E – Order Approving Sale of Property	JA000921- JA000928	13

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
11-14-17	APCO Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC's Motions <i>in</i> <i>Limine</i> Nos. 1-4	JA000929- JA000940	13/14
	Exhibit 1 – Excerpts from the Deposition Transcript of Mary Jo Allen taken July 18, 2017	JA000941- JA000966	14/15/16
	Exhibit 2 – Helix Electric's Manhattan West Billing/Payment Status through August 2008	JA000967- JA000969	16/17
	Exhibit 3 – Excerpts from the Deposition Transcript of Andrew Rivera taken July 20, 2017	JA000970- JA000993	17/18/19
11-14-17	HelixElectricofNevada'sOppositiontoAPCOConstruction'sOmnibusMotion in Limine	JA000994- JA001008	20
	Exhibit 1 – Excerpts from the Deposition Transcript of Brian Benson taken June 5, 2017	JA001009- JA001042	20
	Exhibit 2 - Excerpts from the Deposition Transcript of Brian Benson taken June 5, 2017	JA001043- JA001055	20
	Exhibit 3 – Special Master Order Requiring Completion of Questionnaire	JA001056- JA001059	20
	Exhibit 4 – Excerpts from the Deposition Transcript of the 30(b)(6) Witness for Helix Electric of Nevada taken July 20, 2017	JA001060- JA001064	20
	Exhibit 5 - Excerpts from the Deposition Transcript of David E. Parry taken June 20, 2017	JA001065 JA001132	20/21
11-15-17	APCO Construction, Inc.'s Reply in Support of its Omnibus <i>Motion in Limine</i>	JA001133 JA001148	21

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Exhibit 1 – Special Master Report Regarding Discovery Status	JA001149- JA001151	21
	Exhibit 2 – Notice of Taking NRCP Rule 30(b)(6) Deposition of the Person Most Knowledgeable for Zitting Brothers Construction, Inc.	JA001152- JA001160	21
12-29-17	Notice of Entry of Order Granting Peel Brimley Lien Claimants' Motion <i>in Limine</i> 1- 6		22
12-29-17	Notice of Entry of Order Granting in Part and Denying in Part Helix Electric of Nevada, LLC's Motion <i>in Limine</i> 1-4		22
12-29-17	Notice of Entry of Order Granting in Part and Denying in Part APCO Construction's Omnibus Motion <i>in Limine</i>		22
01-03-18	Notice of Entry of Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements		22
01-04-18	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 provision on an Order Shortening Time	JA001199- JA001217	22
	Exhibit 1 – Subcontract Agreement (Helix Electric of Nevada, LLC)	JA001218- JA001245	22/23/24
	Exhibit 2 – Subcontract Agreement (Zitting Brothers)	JA001246- JA001263	24

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Exhibit 3 – Subcontract Agreement (CabineTec)	JA001264- JA001281	24/25
	Exhibit 4 – Amended Notice of Lien		25
	Exhibit 5 - Amended NOL	JA001298- JA001309	25
	Exhibit 6 – Notice of Lien	JA001310- JA001313	25
	Exhibit 7 – Order Approving Sale of Property	JA001314- JA001376	25/26
	Exhibit 8 – Order Releasing Sale Proceeds from Court Controlled Escrow Account	JA001377- JA001380	26
	Exhibit 9 – Order Denying <i>En</i> <i>Banc</i> Reconsideration	JA001381- JA001385	26
	Exhibit 10 – Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA001386- JA001392	26
	Exhibit 11 – Notice of Entry of Findings of Fact and Conclusions of Law and Judgment	JA001393- JA001430	26
	Exhibit 12 – Order Big D Construction Corp.'s Motion for Attorney's Fees, Costs and Interest Pursuant to Judgment		26
	Exhibit 13 – Appellant's Opening Brief (Padilla v. Big D)	JA001436- JA001469	26
	Exhibit 14 – Respondent's Answering Brief	JA001470- JA001516	26/27
	Exhibit 15 – Appellant's Reply Brief (Padilla v. Big D)	JA001517- JA001551	27
01-09-18	Peel Brimley Lien Claimants'OppositiontoAPCOConstruction'sMotionReconsiderationof	JA001552- JA001560	27

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Granting Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements		
01-10-18	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		27
01-12-18	Joint Pre-Trial Memorandum [for APCO Construction, Inc., the Peel Brimley Lien Claimants and National Wood Products, LLC ONLY]	JA001574- JA001594	27/28
	Exhibit 1 – Exhibit List APCO	JA001595- JA001614	28
	Exhibit 2 – Helix Trial Exhibits	JA001615- JA001616	28
	Exhibit 3 – Exhibit List Plaintiff in Intervention National Wood Products, Inc.	JA001617- JA001635	28
	Exhibit 4 – Cactus Rose Trial Exhibits	JA001636- JA001637	28
	Exhibit 5 – Heinaman Trial Exhibits	JA001638- JA001639	28
	Exhibit 6 – Fast Glass Trial Exhibits	JA001640- JA001641	28
	Exhibit 7 – SWPPP Trial Exhibits	JA001642- JA001643	28
	Exhibit 8 - Order Granting in Part and Denying in Part APCO Construction's Omnibus Motion <i>in Limine</i>	JA001644- JA001647	28

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Exhibit 9 - Amended <i>nunc pro</i> <i>tunc</i> order regarding APCO Construction, Inc.'s Omnibus Motion <i>in Limine</i> No. 7	JA001648- JA001650	28
	Exhibit 10 - Order Granting in Part and Denying in part Helix Electric of Nevada, LLC's Motions <i>in</i> <i>Limine</i> 1-4 (Against APCO Construction)	JA001651- JA001653	28
	Exhibit 11 - order granting Peel Brimley Lien Claimants' Motion in Limine Nos.1-6 (against Camco Pacific Construction, Inc.)	JA001654- JA001657	28
	Exhibit 12 - Order Granting Plaintiff in Intervention, National Wood Products, Inc.'s Motion <i>in</i> <i>Limine</i>	JA001658- JA001660	28
	Exhibit 13 - Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA001661- JA00167	28/9/29
01-17-18	Transcript Bench Trial (Day 1) ¹	JA001668- JA001802	29/30
	Trial Exhibit 1 - Grading Agreement (Admitted)	JA001803- JA001825	30
	Trial Exhibit 2 – APCO/Gemstone General Construction Agreement (Admitted)	JA001826- JA001868	30
	TrialExhibit3-NevadaConstructionServices/GemstoneCostPlus/GMPContractDisbursementAgreement(Admitted)	JA001869- JA001884	30

¹ Filed January 31, 2018

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Trial Exhibit 4 - APCO Pay Application No. 9 Submitted to Gemstone (<i>Admitted</i>)	JA001885- JA001974	30/31/32
	Trial Exhibit 5 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work (<i>Admitted</i>)		32
	Trial Exhibit 6 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work (Admitted)		32
	Trial Exhibit 10 - Letter from J. Barker to A. Edelstein Re: Notice of Intent to Stop Work (Second Notice) (Admitted)		32
	Trial Exhibit 13 - Letter from A. Edelstein to Re. Nickerl Re: Termination for Cause (Gemstone) (Admitted)		32
	Trial Exhibit 14 - Letter from W.Gochnour to Sean Thueson Re:[APCO's]Response to[Gemstone's]Termination forCause (Admitted)	JA002002- JA002010	33
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² Filed January 31, 201879 ³ Filed January 31, 2018

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05-31-18	Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC Against Camco Construction, Co., Inc.]	JA006522 JA006540	89
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06-29-18	APCO Construction, Inc.'s Reply in Support of its Motion for Attorney's Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.	JA007198- JA007220	99
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	Exhibit 2 – ORDER: (1) Granting APCO Construction, Inc. Motion for Attorneys Fees and Costs (2) Granting APCO Construction, Inc.'s Memorandum of Costs in Part (3) Granting Helix Electric of Nevada LLC's Motion to Retax in Part and Denying in Part and all related matters (4) Granting Plaintiff in Intervention National Wood Products LLC's Motion to Retax in Part and Denying in Part -and-(5) Granting National Wood Products, Inc.'s Motion to File a Surreply	JA007336- JA007344	101
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	Exhibit 10A – Docket 09A587168 (Accuracy Glass & Mirror v. APCO)	JA007543- JA007585	103
	Exhibit 10B -Docket 08A571228 (APCO v. Gemstone)	JA007586- JA008129	103/104/105/ 106/107/108 109
	Exhibit 10C – Notice of Entry of Order to Consolidate this Action with Cases Nos A57. 4391, A574792, A577623, A583289, A584730, A587168, A580889 and A589195	JA008130- JA008138	109
	Exhibit 10D – Notice of Entry of Joint Order Granting, in Part, Various Lien Claimants' Motions for Partial Summary Judgment Against Gemstone Development West	JA008139- JA008141	109
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	Exhibit 10J – APCO Construction's Answer to Accuracy Glass & Mirror Company's First Amended Complaint re Foreclosure	JA008231- JA008265	109/110
	Exhibit 10K –Answer to Accuracy Glass & Mirror Company, Inc.'s Complaint and Camco Pacific Construction, Inc.'s Counterclaim	JA008266- JA008285	110
	Exhibit 10L – Accuracy Glass & Mirror Company, Inc.'s Answer to Camco Pacific Construction Company's Counterclaim	JA008286- JA008290	110
	Exhibit 10M – Helix Electric's Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008291- JA008306	110
	Exhibit 10N – APCO Construction's Answer to Helix Electric's Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008307- JA008322	110
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	Trial Exhibit 113 -Photo of Video (Construction Project)	JA002550- JA002541	44
	Trial Exhibit 114 -Photo of Video (Construction Project)	JA002542- JA002543	44
	Trial Exhibit 115 - Progress Payment No. 9 Remitted to Zitting	JA002544- JA002545	44
	Trial Exhibit 116 - Ratification and Amendment of Subcontract Agreement between Buchele and Camco	JA002546- JA002550	44
	Trial Exhibit 117 - C to the Ratification	JA002551- JA002563	44
	Trial Exhibit 118 - Q&A from Gemstone to subcontracts	JA002564- JA002567	44
	Trial Exhibit 119 - Check No. 528388 payable to APCO (\$33,847.55) – Progress Payment No. 8.1 and 8.2	JA002568- JA002571	44

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Trial Exhibit 120 - Tri-City Drywall Pay Application No. 7 to APCO as submitted to Owner. Show percentage complete for Zitting	JA002572- JA002575	44/45
	Trial Exhibit 127 - Photo of Video (Construction Project)	JA002576- JA002577	45/46
	Trial Exhibit 128 - Photo of Video (Construction Project)	JA002578- JA002579	46
	Trial Exhibit 129 - Photo of Video (Construction Project)	JA002580- JA002581	46
	Trial Exhibit 138 - Memo from Scott Financial to Nevada State Contractors Board Re: Explanation of Project Payment Process	JA002582- JA002591	46
	Trial Exhibit 152 -Terms & Conditions modified by APCO, Invoices and Check Payment	JA002592- JA002598	46
	National Wood Products Related Exhibits:		
	Trial Exhibit 160 - Documents provided for settlement	JA002599- JA002612	46
	CAMCO Related Exhibits:		
	Trial Exhibit 163 - Camco Pay Application No. 12 to Gemstone	JA002613- JA002651	46/47
	Trial Exhibit 165 - Letter from D. Parry to A. Edelstein re: Gemstone losing funding for project	JA002652- JA002653	47
	Trial Exhibit 166 - Letter from D. Parry to G. Hall re: withdrawal of funding	JA002654 JA002656	47
	Helix Related Exhibits:		47
	Trial Exhibit 169 - Helix Exhibit to Standard Subcontract Agreement with Camco	JA 002665 JA002676	47/48
	Trial Exhibit 170 - Subcontract Agreement between Helix and Camco (unsigned)	JA002677- JA002713	48

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Trial Exhibit 171 - Work Order No. 100	JA002714- JA002718	48
	Trial Exhibit 172 - Letter from J. Griffith to Victor Fuchs Re: Gemstone's intention to continue retention of Helix w/copy of Ratification and Amendment of Subcontract Agreement	JA002719- JA002730	48
	Trial Exhibit 173 - Helix Pay Application No. 16713-012 to Camco with proof of payment	JA002731- JA002745	48
	Trial Exhibit 174 - Helix Change Order Request No. 28	JA002746- JA002747	48
	Trial Exhibit 175 - Change Notice No. 41	JA002748- JA002751	48
	Trial Exhibit 176 - Helix Pay Application No. 16713-013 to Camco	JA002752- JA002771	48/49
	Trial Exhibit 177 - Helix Pay Application No. 16713-014 to Camco	JA002772- JA002782	49
	Trial Exhibit 178 - Camco's letter to Helix rejecting Pay Application No. 16713-015 with attached copy of Pay Application	JA002783 JA002797	49
	National Wood/Cabinetec Related		
	Exhibits: Trial Exhibit 184 - Ratification and Amendment of Subcontract Agreement between CabineTec and Camco (fully executed copy)	JA002798- JA002825	49
	General Related Exhibits:		
	Trial Exhibit 218 - Camco/Owner Pay Application No. 11 w/Backup	JA002826- JA003028	50/51/52
	Trial Exhibit 220 - Camco/Owner Pay Application No. 12 w/Backup	JA003029- JA003333	52/53/54/55
	Trial Exhibit 313 - Letter from A. Edelstein to R. Nickerl re: NRS 624 Notice	JA003334- JA003338	55
	Helix Trial Exhibits:		

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Trial Exhibit 501 - Payment Summary	JA003339 - JA003732	55/56/57/ 58/59/60
	Trial Exhibit 508 – Helix Pay Application	JA003733- JA003813	60/61
	Trial Exhibit 510 - Unsigned Subcontract	JA003814- JA003927	61/62
	Trial Exhibit 512 - Helix's Lien Notice	JA003928- JA004034	62/63
	Trial Exhibit 522 - Camco Billing		63/64/65/66/6 7/
		JA004035- JA005281	68/69/70 /71/72 /73/74/75/ 76/77
01-17-18	Transcript Bench Trial (Day 1) ⁵	JA001668- JA001802	29/30
	Trial Exhibit 1 - Grading Agreement (Admitted)	JA001803- JA001825	30
	Trial Exhibit 2 – APCO/Gemstone General Construction Agreement (Admitted)	JA001826- JA001868	30
	Trial Exhibit 3 - Nevada Construction Services /Gemstone Cost Plus/GMP Contract Disbursement Agreement (Admitted)	JA001869- JA001884	30
	Trial Exhibit 4 - APCO Pay Application No. 9 Submitted to Gemstone <i>(Admitted)</i>	JA001885- JA001974	30/31/32
	Trial Exhibit 5 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work <i>(Admitted)</i>	JA001975- JA001978	32
	Trial Exhibit 6 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work <i>(Admitted)</i>	JA001979- JA001980	32
	Trial Exhibit 10 - Letter from J. Barker to A. Edelstein Re: Notice of Intent to Stop Work (Second Notice) <i>(Admitted)</i>	JA001981- JA001987	32

⁵ Filed January 31, 2018

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Trial Exhibit 13 - Letter from A. Edelstein to Re. Nickerl Re: Termination for Cause (Gemstone) <i>(Admitted)</i>	JA001988- JA002001	32
	Trial Exhibit 14 - Letter from W. Gochnour to Sean Thueson Re: [APCO's] Response to [Gemstone's] Termination for Cause <i>(Admitted)</i>	JA002002- JA002010	33
	Trial Exhibit 15 - Letter from R. Nickerl to A. Edelstein Re: 48-Hour Notices (Admitted)	JA002011- JA002013	33
	Trial Exhibit 16 - Email from J. Horning to A. Berman and J. Olivares re: Joint Checks (<i>Admitted</i>)	JA002014	33
	Trial Exhibit 23 - APCO Subcontractor Notice of Stopping Work and Letter from J. Barker to A. Edelstein Re: Notice of Stopping Work and Notice of Intent to Terminate Contract (<i>Admitted</i>)	JA002015- JA002016	33
	Trial Exhibit 24 - Letter from R. Nickerl to Clark County re: Notification of APCO's withdrawal as General Contractor of Record <i>(Admitted)</i>	JA002017- JA002023	33
	Trial Exhibit 26 - Email from J. Gisondo to Subcontractors re: June checks (<i>Admitted</i>)	JA002024	34
	Trial Exhibit 27 - Letter from A. Edelstein to R. Nickerl re: June Progress Payment (Admitted)	JA002025- JA002080	34
	Trial Exhibit 28 - Letter from J. Barker to A. Edelstein Re: Termination of Agreement for GMP (<i>Admitted</i>)	JA002081	34
	Trial Exhibit 31 - Transmission of APCO's Pay Application No. 11 as Submitted to Owner (Admitted)	JA002082- JA002120	34/35
	Trial Exhibit 45 - Subcontractor Agreement (Admitted)	JA002121- JA002146	35

Date	Description	<u>Bates</u> <u>Number</u>	<u>Volume(s)</u>
	Trial Exhibit 162 - Amended and Restated General Construction Agreement between Gemstone and CAMCO (Admitted)	JA002147- JA002176	35/36
	Trial Exhibit 212 - Letter from Edelstein to R. Nickerl re: NRS 624 Notice (Admitted)	JA002177- JA002181	36
	Trial Exhibit 215 - Email from C. Colligan to Subcontractors re: 48-hour Termination Notice <i>(Admitted)</i>	JA002182- JA002185	36
	Trial Exhibit 216 - Email from C. Colligan re: Meeting with Subcontractors (Admitted)	JA002186- JA002188	36
	Trial Exhibit 506 – Email and Contract Revisions (Admitted)	JA002189 – JA002198	36
01-18-18	Transcript – Bench Trial (Day 2) ⁶	JA005284- JA005370	78
	Trial Exhibit 535 – Deposition Transcript of Andrew Rivera (Exhibit 99) (Admitted)	JA005371- JA005623	78/79/80
01-19-18	Transcript – Bench Trial (Day 3) ⁷	JA005624- JA005785	80
	Trial Exhibit 231 – Helix Electric's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint <i>(Admitted)</i>		80
	Trial Exhibit 314 - Declaration of Victor Fuchs in support of Helix's Motion for Partial Summary Judgment against Gemstone (<i>Admitted</i>)	JA005802- JA005804	80
	Trial Exhibit 320 – June-August Billings—not paid to APCO (<i>Admitted</i>)	JA005805	80
	Trial Exhibit 321 – Overpayments to Cabinetec (Admitted)	JA005806-	80

⁶ Filed January 31, 201879 ⁷ Filed January 31, 2018

Date	Description	<u>Bates</u> <u>Number</u>	<u>Volume(s)</u>
	Trial Exhibit 536 – Lien math calculations (handwritten) (Admitted)	JA005807- JA005808	80
	Trial Exhibit 804 – Camco Correspondence (Admitted)	JA005809- JA005816	80
	Trial Exhibit 3176 – APCO Notice of Lien (Admitted)	JA005817- JA005819	81
01-24-18	Transcript – Bench Trial (Day 5) ⁸	JA005820- JA005952	81
01-24-19	Transcript for All Pending Fee Motions on July 19, 2018	JA007300- JA007312	100/101

⁸ Filed January 31, 2018

CUNTINUATION SHEET

AIA DOCUMENT G703

Page 2 of 2

16713-013R1

10/20/2008

10/31/2008

APPLICATION NUMBER:

ARCHITECT'S PROJECT NO:

APPLICATION DATE:

PERIOD TO:

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column 1 on Contracts where variable retainage for line items may apply.

			ابسيسيبين ويتقدده ويتسل	,			pianie interaction of the	*****	
A	B	<u> </u>	D WODV 00	E	F	G		H	1
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK CO FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			(0+4)		into on c)	(0+6+F)			
1	ELECTRICAL ENGINEERING	155,000.00	83,700,00	6,666,61		90,366.61	58%	64,633.39	9,036.66
2	MOBILIZATION	60,000.00	60,000,00	0,000,01		60,000,00	100%	04,000.00	6,000.00
	Office Trailer/Admin. 24 months	120,000.00	75,000.00	10,000.00		85,000.00	71%	35,000.00	8,500,00
	Project Engineer, CAD, Project Assistant	75,000.00	69,375.00	2,000.00		71,375,00	95%	3,625.00	7,137.50
	Electrical Permits	65,000.00	55,000.00	10,000.00		65,000.00	100%	•	6,500.00
	Submittals	10,000.00	10,000.00			10,000.00	100%		1,000.00
	Supervision/Planning/Coordination	120,000.00	111,250.00	2,500.00		113,750.00	95%	6,250.00	11,375.00
8	BUILDING #1-TYPE V (52 units)		3+6					-	-
9	Light Fixture Package	76,000.00		5		- 	5	76,000.00	
	Distributiion Package	70,000.00				•		70,000.00	
11	Low Voltage Systems (FA, CCTV, CA, etc.	40,000,00				4		40,000.00	
12	Underslab Branch Conduit & Wire	57,000.00						57,000.00	+
13	Garage & 1st floor deck-conduit/wire	275,000,00	÷			· .		275,000.00	
14	1st Floor Rough Wells/Ceilings	65,000.00				÷.		65,000.00	*
15	1st Floor Device and Fixture Trim	10,000,00						10,000.00	# a.
1 C B	2nd Floor Rough Walls/Ceilings	65,000.00	с <u>ц</u> .					65,000.00	÷.
	2nd Floor Device and Fixture Trim	10,000.00						10,000,00	*
	and Floor Rough Wells/Ceilings	65,000.00		-				65,000.00	
19	ard Floor Device and Fixture Trim	10,000,00	1 (a)					10,000.00	•
	4th Floor Rough Walls/Ceilings	65,000,00						65,000.00	÷.
21	4th Floor Device and Fixture Trim	10,000.00				•		10,000.00	•.
22	BUILDING #2-TYPE II								
23	Light Fixture Package	65,500.00	61,950,00	3,550.00		65,500.00	100%		6,550.00
24	Distribution Package	25,000.00	25,000.00			25,000,00	100%		2,500.00
	Low Voltage Systems (FA, CCTV, CA, etc.)	50,000,00	47,500.00	2,500.00		50,000,00	100%		5,000.00
26	2nd Sublevol Garage UG and Deck	200,000.00	190,000.00			190,000.00	95%	10,000.00	19,000.00
27	1st Sublevel Garage and Deck	255,000.00	242,500.00	-		242,500,00	95%	12,500.00	24,250.00
28	1st Floor Rough and Trim	25,000.00	23,750.00			23,750,00	95%	1,250,00	2,375.00
29	2nd Floor Rough and Trim	25,000.00	23,750.00	1		23,750.00	95%	1,250.00	2,375.00
30	3rd Floor Rough and Trim	25,000.00	23,750.00			23,750,00	95%	1,250,00	2,375.00
31	4th Floor Rough and Trim	25,000.00	23,750.00			23,750.00	95%	1,250.00	2,375.00
32	Roof Plan	2,500.00	•			;	-	2,500,00	+e11
33	BUILDING #3-TYPE II					÷			•
34	Light Fixture Package	65,500,00	61,950.00			61,950,00	95%	3,550,00	6,195.00
35	Distribution Package	25,000,00	25,000.00			25,000.00	100%	•	2,500.00
36	Low Voltage Systems (FA, CCTV, CA, etc.)	50,000,00	47,500,00			47,500.00	95%	2,500.00	4,750.00
37	2nd Sublevel Garage UG and Deck	200,000,00	190,000.00			190,000.00	95%	10,000.00	19,000.00
38	1st Sublevel Garage and Deck	255,000.00	242,500.00			242,500.00	95%	12,500.00	24,250.00
39	1st Floor Rough and Trim	25,000,00	23,750,00			23,750.00	95%	1,250.00	2,375.00
40	2nd Floor Rough and Trim	25,000.00	23,750.00			23,750.00	95%	1,250.00	2,375.00
41	3rd Floor Rough and Trim	25,000.00	23,750.00		1	23,750,00	95%	1,250.00	2,375.00
42	#th Floor Rough and Trim	25,000.00	23,750.00			23,750.00	95%	1,250.00	2,375.00
43	Roof Plan	2,500.00	-					2,500.00	
44	BUILDING #4.TYPE V (52 units)							•	
45	Light Fixture Package	76,000.00		i serve en el como en e		1.		76.000.00	Burki

A	В	C	D		F	G		н (<u> </u>
			WORK CC	MPLETED	Jan and a state of the				
TEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
46	Distribution Package	70,000.00	*					70,000.00	
47	Low Voltage Systems (FA, CCTV, CA, etc.	40,000.00						40,000.00) i i i i i i i i i i i i i i i i i i i
48	Understab Branch Conduit & Wire	57,000.00				•		57,000.00	ينجر ا
49	Garage & 1st floor deck-conduit/wire	275,000,00						275,000.00	-
50	1st Floor Rough Walls/Cellings	65,000.00				* .		65,000.00	
51	1st Floor Device and Fixture Trim	10,000,00	-			¥ .		10,000.00	
52	2nd Floor Rough Walls/Ceilings	65,000.00						65,000,D0	
53	2nd Floor Device and Fixture Trim	10,000.00				-		10,000.00	4
54	3rd Floor Rough Walls/Ceilings	65,000,00				•		65,000.00	
55	3rd Floor Device and Fixture Trim	10,000.00		1	1			10,000,00	
56	4th Floor Rough Walls/Ceilings	65,000.00						65,000.00	
57	4th Floor Device and Fixture Trim	10,000.00			ľ			10,000.00	*
58	BUILDING #5-TYPE I (76 units)	101000100	-		1.			-	*
59 59	Light Fixture Package	106,000,00				-		105,000,00	<u>.</u>
60	Distribution Package	83,000,00						83,000.00	•
61	Low Voltage Systems (FA, CCTV, CA, etc.	50,000.00					l. In the second se	50,000,00	- -
62	Understab Branch Conduit & Wire	85,000.00						85,000.00	-
	1	400,000,00		,i		[400,000.00	
63	Garage & 1st floor deck-conduit/wire							75,000.00	
64	1st Floor Rough Walls/Ceilings	75,000.00						10,000,00	
65	Ist Floor Device and Fixture Trim							75,000,00	,
66	2nd Floor Rough Walls/Ceilings	75,000.00						t	
67	2nd Floor Dovice and Fixture Trim	10,000.00		.1				10,000,00	• •
68	3rd Floor Rough Walls/Ceilings	75,000.00	•					75,000.00	*
69	ard Floor Device and Fixture Trim	10,000.00						10,000.00	*
70	4th Floor Rough Walls/Ceilings	75,000.00			General -			75,000,00	•,
71	4th Floor Device and Fixture Trim	10,000.00						10,000.00	
72	BUILDING #6-TYPE I (76 units)		2000 - 1940 - 1940 - 1940 - 1940 - 1940 - 1940 - 1940 - 1940 - 1940 - 1940 - 1940 - 1940 - 1940 - 1940 - 1940 -			1			÷:
73	Light Fixture Package	106,000.00	P terre					106,000.00	•
74	Distribution Package	83,000.00				•		83,000.00	* .
75	Low Voltage Systems (PA, CCTV, CA, etc.	50,000.00	. •C .					50,000.00	₹2
76	Undersieb Branch Conduit & Wire	85,000.00	•			. .		85,000.00	•
77	Garage & 1st floor deck-conduit/wire	400,000.00	i			÷.		400,000,00	•.:
78	1st Floor Rough Walls/Ceilings	75,000.00				• •		75,000.00	
79	1st Floor Device and Fixture Trim	10,000.00	1					10,000.00	- 14
80	2nd Floor Rough Walls/Ceilings	75,000.00				¥ .		75,000.00	
81	2nd Floor Device and Fixture Trim	10,000.00						10,000.00	- . .
82	3rd Floor Rough Walls/Coilings	75,000.00				- ·		75,000.00	* .
83	3rd Floor Device and Fixture Trim	10.000.00	-		1	•	: :	10,000.00	
84	4th Floor Rough Walls/Ceilings	75,000.00	-					75,000.00	1.45
в5	4th Floor Device and Fixture Trim	10,000.00	-			•		10,000.00	
86	BUILDING #7-TYPE III (76 units)		- 1		1	• · ·			
87	Light Fixture Package	141,000.00	105,250,00			106,250.00	75%	34,750.00	10,625.0
88	Distribution Package	225,000.00	202,000.00	6,128.00	1	208,128.00	93%	16,872.00	20,812.8
89	Low Voltage Systems (FA, CCTV, CA, etc.	50,000.00	30,000.00		ł	30,000.00	60%	20,000.00	3,000.0
90	Generator	100,000.00	95,000.00			95,000.00	85%	5,000.00	9,500.0
91	Underslab Branch Conduit & Wire	68,000,00	64,500.00			64,500.00	95%	3,500.00	6,450.0
92	Garage & 1st floor deck-conduit/wire	330,000.00	313,500.00	1,500.00		315,000,00	95%	15,000.00	31,500.0
93	1st Floor Rough Deck/Walls/Ceilings	95,500,00	62,250.00	5,000,00	Ĩ.	67,250.00	70%	28,250.00	6,725.0
94	1at Floor Device and Fixture Trim	10,000,00						10,000.00	
95	2rid Floor Rough Deck/Walls/Ceilings	95,500.00	86,250.00	4,000.00	-	90,250.00	95%	5,250.00	9,025.0
96	2nd Floor Device and Fixture Trim	10,000,00						10,000.00	1
97	3rd Floor Rough Deck/Walls/Ceilings	95,500.00	86,250.00	4,000.00	1	90,250.00	95%	5,250.00	9,025.0

APCO-TR-EX0176-0013

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			WORK CO	MPLET	F			0	P.
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G/C)	BALANCE TO FINISH (C - G)	RETAINAGE
98	3rd Floor Device and Fixture Trim	10,000.00	·				*****	10,000.00	. •
99	4th Floor Rough Deck/Walls/Ceilings	95,500.00	86,250,00	4,000.00		90,250.00	95%	5,250.00	9,025.00
100	4th Floor Device and Fixture Trim	10,000,00						10,000.00	
101	5th Floor Rough Deck/Walls/Ceilings	95,500.00	86,250.00	4,000.00		50,250.00	95%	5,250.00	9,025.00
102	\$th Floor Device and Fixture Trim	10,000.00						10,000.00	· · ·
103	out Floor Rough Deck/Walls/Ceilings	95,500.00	76,750.00	13,500,00		90,250.00	95%	5,250.00	9,025.00
104	6th Floor Device and Fixture Trim	10,000.00	+					10,000.00	
105	7th Floor Rough Deck/Walls/Ceilings	95,500,00	57,750.00	19,000,00	ł	76,750.00	80%	18,750.00	7,675.00
108	7th Floor Device and Fixture Trim	10,000.00	· ·			-		10,000.00	
107	8th Floor Rough Deck/Walls/Ceilings	95,500,00	57,750.00	9,000.00		66,750.00	70%	28,750.00	6,675.0
	8th Floor Device and Fixture Trim	10,000.00		1	1	•	1	10,000.00	-
	9th Floor Rough Deck/Walls/Ceilings	95,500.00	47,750,00			47,750,00	50%	47,750,00	4,775.00
	9th Floor Device and Fixture Trim	5,000,00	-					5,000.00	
111	BUILDING #8-TYPE I (76 units)		· . .			19.		+1	•
1	Light Fixture Package	106,000.00	101,000.00			101,000,00	95%	5,000.00	10,100.00
	Distributiion Package	83,000.00	83,000.00			83,000.00	100%		8,300.00
	Low Voltage Systems (FA, CCTV, CA, etc.	50,000.00	47,500.00		ų	47,500.00	95%	2,500.00	4,750.00
	Underslab Branch Conduit & Wirc	85,000.00	81,000.00	2,000.00		83,000.00	98%	2,000.00	8,300.0
	Garage & 1st floor deck-conduit/wire	400,000.00	380,000.00	i i		380,000.00	95%	20,000.00	38,000.0
117	1st Floor Rough Walls/Ceilings	75,000.00	71,250.00			71,250.00	95%	3,750.00	7,125.0
	1st Floor Device and Fixture Trim	10,000.00	*	7,500.00		7,500.00	75%	2,500.00	750.0
	2nd Floor Rough Walls/Ceilings	75,000.00	71,250.00			71,250.00	95%	3,750.00	7,125.0
	2nd Floor Device and Fixture Trim	10,000.00	5. 	7,500.00		7,500.00	75%	2,500.00	750.0
1	3rd Floor Rough Walls/Ceilings	75,000,00	71,250.00	N 600 00		71,250.00	95%	3,750.00	7,125.0
	3rd Floar Device and Fixture Trim	10,000.00	74 0 0 0 0	7,500.00		7,500.00	75%	2,500.00	750.0
	4th Floor Rough Walls/Ceilings	75,000.00	71,250.00	5,000.00		71,250.00	95% 50%	3,750.00 5,000.00	7,125,0
124 125	Ath Floor Device and Fixture Trim BUILDING #9-TYPE I (76 units)	10,000.00	* 	3,000.00		5,000.00	5076	3,000.00	000,0
	Light Fixture Package	105,000.00	101,000.00			101,000.00	95%	5,000.00	10,100.0
1	Distribution Package	83,000.00	83,000.00			83,000.00	100%	5,000,00	8,300.0
1	Low Voltage Systems (FA, CCTV, CA, etc.	50,000.00	47,500.00			47,500.00	95%	2,500.00	4,750.00
	Underslab Branch Conduit & Wire	85,000,00	81,000.00	2,000.00		83,000.00	98%	2,000.00	8,300.0
11	Garage & 1st floor deck-conduit/wire	400,000,00	380,000,00	2,000,00		380,000.00	95%	20,000.00	38,000,0
131	1st Floor Rough Walls/Ceilings	75,000,00	71,250.00			71,250.00	95%	3,750.00	7,125.0
132	1st Plaor Device and Pixture Trim	10,000,00	11,200.00	7,500.00		7,500.00	75%	2,500.00	750.0
	2nd Floor Rough Walls/Ceilings	75,000.00	71,250.00	7,000,00		71,250.00	95%	3,750.00	7,125.0
	2nd Floor Device and Fixture Trim	10,000.00	11,200,00	7,500.00	i .	7,500.00	75%	2,500.00	750.0
	3rd Floor Rough Walls/Ceilings	75,000.00	71,250.00	1,000,00		71,250.00	95%	3,750.00	7,125.0
	3rd Floor Device and Fixture Trim	10,000,00	11,200,00	7,500.00		7,500.00	75%	2,500.00	750.0
	Ath Floor Rough Walls/Ceilings	75,000.00	71,250.00	2,000.00		71,250,00	95%	3,750.00	7,125.0
13	4th Floor Device and Fixture Trim	10,000.00		5,000.00		5,000.00	50%	5,000.00	500.0
139	BUILDING \$10-TYPE I (76 units)				P ::	-			
	Light Fixture Package	105,000,00						106,000.00	÷.
	Distribution Package	83,000.00	1 9 1					83,000.00	
142	Low Voltage Systems (FA, CCTV, CA, etc	50,000.00	·#:			ж		50,000.00	•
143	Undersiab Branch Conduit & Wire	85,000.00	9e.					85,000.00	÷
144	Garage & 1st floor deck-conduit/wire	400,000.00	i n r		· · ·			400,000,00	4
145	1st Floor Rough Walls/Ceilings	75,000.00	·• :					75,000.00	•;
146	1st Floor Device and Fixture Trim	10,000,00	v, * -	r Fri				10,000.00	+
147	2nd Floor Rough Walls/Ceilings	75,000.00	ie.		2 August 199	•		75,000.00	14) -
	2sd Floor Device and Fixture Trim	10,000.00	•					10,000.00	•
149	3rd Floor Rough Walls/Cellings	75,000.00				-	t in the second s	75,000.00	•

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-			WORK CO	MPLETED	MATERIALS	TOTAL			
TEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	PRESENTLY STORED (NOT IN D OR E)	COMPLETED AND	% (G (C)	BALANCE TO FINISH (C + G)	RETAINAGE
150	3rd Floor Device and Fixture Trim	10,000.00						10,000.00	
151	4th Floor Rough Walls/Ceilings	75,000.00				4		75.000.00	-
152	4th Floor Device and Fixture Trim	10,000.00				•		10,000.00	•0
153	BUILDING #11-TYPE I (76 units)			1					
154	Light Fixture Package	106,000.00	-				Г	106,000.00	-
	Distribution Package	83,000.00	-			•		83,000.00	÷
156	Low Voltage Systems (FA, CCTV, CA, etc	50,000.00						50,000.00	÷.
157	Underslab Branch Conduit & Wire	85,000.00	-		1.	- -		\$5,000.00	•
158	Garage & 1st floor deck-conduit/wire	400,000.00			1	ं नः		400,000.00	•
159	1st Floor Rough Walls/Ceilings	75,000.00	1			•		75,000.00	÷.,
	1st Floor Device and Fixture Trim	10,000.00				н		10,000.00	*
	2nd Floor Rough Walls/Collings	75,000,00	(m. 1			1. P. 1		75,000.00	*
	2nd Floor Device and Fixture Trim	10,000.00 75,000.00						10,000.00 75,000,00	-
	3rd Floor Rough Walls/Ceilings 3rd Floor Device and Fixnire Trim	10,000.00						10,000.00	
	4th Floor Rough Walls/Coilings	75,000.00	-			141		75,000.00	÷.
	4th Floor Device and Fixture Trim	10,000.00				Geo.	1	10,000.00	•35
167	BUILDING #12-TYPE IV (66 units)					·		•	•
	Light Fixture Package	95,000.00				1		96,000.00	**
	Distribution Package Low Voltage Systems (FA, CCTV, CA, etc.	77,500.00 45,000.00	142 					77,500.00 45,000.00	+: _`
	Underslab Branch Conduit & Wire	76,000.00						76,000,00	11 21 8
	Garage & 1st floor deck-conduit/wire	350,000.00						350,000,00	÷.
	1st Floor Rough Walls/Ceilings	70,000.00			-			70,000,00	÷
174	1st Floor Device and Fixner Trim	10,000.00	·**			i ista		10,000.00	÷.,
	2nd Floor Rough Walls/Ceilings	70,000.00	· · · · ·					70,000.00	• (1)
	2nd Floor Device and Fixture Trim	10,000,00 70,000,00	493 1940					10,000,00 70,000,00	10 E
	3rd Floor Rough Walls/Ceilings 3rd Floor Device and Fixmre Trim	10,000,00				i e		10,000,00	
	4th Floor Rough Wells/Ceilings	70,000.00						70,000.00	-
	4th Floor Device and Fixture Trim	10,000.00				- -		10,000.00	*
181	SITE LIGHTING					1 (#/ 			÷
	Furnish Landscape Lighting	257,000.00 59,000.00				1		257.000.00 59,000.00	*
	Furnish Courtyard Lighting Furnish Sports Lighting	6,000,00						6,000.00	
	Furnish Parking Lot Pole Lighting	64.000.00			Ê.			64,000.00	÷.
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	Original Contract Totals	13,230,000,00	5,201.725.00	186,344.61	+	5,358,069.61	41%	7.861,930.39	536,806.96

HELIX00602

APCO-TR-EX0176-0015

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			WORK CC	MPLETED					
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
	CHANGE ORDERS		ببيني ويرابيني والمنشأة متصاد القادم						*
	CO#1-Contract Adjustment (inc. above)								į.
	CO#2-Apco Trailor Hookup	1,622.00	1,622.00		ľ.	1,622,00	100%		162.
	CO#3.Options (voided change order #)			A					
	CO#4-Overtime B8 & B9	10,000,00	10,000,00			10.000.00	100%		1,000.
	CO#5-Delete Utility Stubs Phase I	(15,000,00)	(15,000.00)			(15,000.00)	100%	_	(1,500.
	CO#6-Delete Site Condults-Phase 1 & 11	(13,000.00)	(13,000.00)			(13,000.00)	100%		(1,300.
	CO#7-Building #9 Options	45,472,00	39,781,96	585.31		40,367,27	89%	5,104.73	4,036,
	CO#8a-Building #8 Options	42,994,00	39,596.00	928.06		40,524,06	94%	2,460,94	4,052.
	CO#8b-Additional B8 & B9 Options	40,258,00	39,866,40			39,866,40	99%	391,60	3,986.
	CO#9-Building #7 Options	25,639.01	15,500,00	2,500.00		18,000.00	70%	7,639.01	1,800.
	CO#10-Building #2 OT	3,841.00	3,841.00			3,841.00	100%		384
	CO#11-CO2 Receway	21,500.00	21,500.00			21,500,00	100%		2,150
	CO#12-Delta 2 "Red Lines"	76,500,00				*	,	76,500.00	
	CO#13-C2 Split	53,768,00	48.500.00	77,40		48,577,40	90%	5,178.60	4,857,
	CO#14-Delta 3	92,117,00	69,180,75	19,000.00		88,180,75	96%	3,936.25	8,818.
	CO#15-Delta 5	94,990,00	70,935,00	,		70,935.00	75%	24,055.00	7,093.
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	Total Change Orders	480,688,01	332,323,11	23,090.77		355,413,88	74%	125,275.13	35,541
1	Total Revised Contract	13,710,589,01	5,534,048.11	189,435,38		5,723,483,49	42%	7,987,205.52	572,348

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: Property Location: Undersigned's Customer: Invoice/Payment Application Number: Payment Amount: Payment Period:

ManhattanWest Russell Rd and 215 Beltway CAMCO PACIFIC CONSTRUCTION CO., INC 16713-013R1

\$170,491.84 October 31, 2008

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 or invoiced after the Payment Period.

Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials or equipment that are the subject of this waiver and release.

Dated: October 20, 2008

Helix Electric

Its: Robert D Johnson, Vice President

Helix	El	ec	tri	C
CONSTRUCTOR	.S *	ENG	NEE	R

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LETTER OF TRANSMITTAL

분물					DATE:	distant in the second sec	8 JOB NO.	167
Heliz	x Elec	etric			RE:	Manhattan W	lest	
ONSTRUCT		GINEERS						
TO:	Camco Pac	sille			PWP#:			
10:	2925 E Patrick				F ##F.			
	Las Vegas, NV	/ 89120						
ATTN:	Attn: Yvonne F				, B ergin en kalerne	erya ayaa aya dhaanay aa qirabaa i		***********
WE ARE SEN				Under separate co	overvia	the fo	ollowing items	
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JOB # FILE # OTHER Min

November 21, 2008

NOV-24-2008 MON 07:56 AM

<u>lectric</u> ACCOUNTS RECEIVABLE

VIA FAX:

TO:

FROM: YVONNE FARREN CAMCO PACIFIC CONSTRUCTION COMPANY, INC.

RE:

MANHATTAN WEST/OCTOBER PAYMENT APPLICATIONS

To Whom It May Concern:

Your Progress Payment for the month of October has been adjusted to the following 5 170 492.03 (net) amount. Please adjust your November payment accordingly.

This adjustment has been made based off of field verification and performance. If you have any questions please contact Craig Colligan at (702) 767-2036 craigc@gemstonedev.com.

Thank you,

CAMCO PACIFIC CONSTRUCTION COMPANY, INC.

Corporate Office

17891 Cartwright Road, Suite 100 • Irvine • California • 92614 TEL: (949) 251-1300 • FAX: (949) 251-1333 Nevada Office

2925 E. Patrick Lane, Suite G • Las Vegas • Nevada • 89120 TEL: (702) 798-6611 • FAX: (702) 798-6655

www.camcopacific.com

HELIX00606

JA002770

APCO-TR-EX0176-0019

CERTIFIED COPY DOCUMENT ATTACHED IS A TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE OF THE ORIGINAL ON FILE CLERK OF THE COURT JA002771 •

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A			LETT	FER OF TRANSMITTAL	
				DATE: 12/4/2008 JOB NO. 16713	1
Heliz	K Elec	tric		RE: Manhatlan West	
Ю;	Camco Pac 2925 E Parick	Lane Suite G		PWP#:	
ATTN:	Las Vegas NV Attn: Yvanaa Fi	89120			
WE ARE SEN OShop Draw OCopy of Le	ings 🛛	QAttached DPrints DChange O	OPlans	ver via the following items USamples DSpecifications DSubmittals	
COPIES	DATE	SECTION	Î.	DESCRIPTION	
1	11/20/2098 11/20/2098		Payment Application Conditional Release	Inv # 16713-014 11/30/2008	
			·		
DFor approv DFor your us DAs request	ed .	es checked b	Dapproved as submitted Dapproved as noted DReturned for corrections	Resubmit copies for approval Submit copies for distribution Return conected prints	
DFor approv DFor your us DAs request DFor review	al se ed and commant	as checked b	Approved as submitted Dapproved as noted Returned for corrections	DSubmit copies for distribution	
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INVOICE # 16713-014 CUSTOMER # 1611

Camco Pacific 2925 E Patrick Lane Suite G Las Vegas, NV 89120 Attn: Yvonne Farren

INVOICE DATE: 20-Nov-08 PERIOD THRU: 11/30/2008 OUR JOB NO.: 16713 JOB NAME: Manhattan West

YOUR JOB NO .:

ORIGINAL CONTRACT		13,230,000.00
CHANGE ORDER THROUGH #		480,689.01
CONTRACT AMOUNT TO DATE		13,710,689.01
GROSS BILLING	43%	5,900,678.69
PREVIOUSLY BILLED		5,723,483.49
GROSS CURRENT PERIOD		177,195.20
RETENTION	10%	17,719.52
NET AMOUNT DUE THIS PERIOD		159,475.68
OUTSTANDING FROM PRIOR PERIOD	Tuv #16713-012 Inv #16713-013R1	178,678.10 170,491.84

TOTAL AMOUNT DUE

508,646

Parsonsh to B&P code section 7108.5 a penalty of 2% per month of the amount owed, plas attorney's fees if required for collection, shall be assessed to this lavolec for payments not received within 10 days of receipt of program payments from owner.

3078 AE. Sunset Road, #9, Las Vegas, NV 89120 Tel (702) 732-1188 Fax (702) 732-4386 Nevada Contractor's Lisense #0053810

HELIX00632

PAYMENT REQUEST

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Subcontractor: Helix Electric	CAMCO PACIFIC				
Subcontractor Address:	CONSTRUCTION COMPANY INC.				
3078 E. Sunset Rd., Ste#9	2925 E. Patrick Lane, Suite G				
Las Vegas, NV 89120	Las Vegas, Nevada 89120				
PAYMENT REQUEST NO. 16713-014	[702]798-6611				
	(702)798-6655				
MANHATTAN WEST					
a na	From: 11/1/2008				
Russell Road and 215 Beltway					
	To: 11/30/2008				

	And the second sec		
Original Contract Amount			\$13,230,000.00
Camco Change Order No's			\$480,689.01
(approved copies must be attached)			
Revised Contract Amount			\$13,710,689.01
Work Completed to Date			
42% work completed on original contract			\$5,528,444.61
Work completed on Change Orders			\$372,234.08
Materials stored to date (if any)			
Less Refention			\$590,067.87
Less Previous Payments/Billed			\$5,151,135.14
Amount Due This Payment Period			\$159,475.68
			10. 10. 10. 10. 10. 10. 10. 10. 10. 10.
Signature	A CALL AND	Date 1	A1/20/08
Printed Name	Robert D Johnson, Vice Presiden	Kelled I	Mall
		////////	
Approval By	Date	Cost Code:	

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702 Page 1 of 2 TO (Owner): Camco Pacific PROJECT: Manhattan Condominiums **APPLICATION NUMBER:** 16713-014 Distribution to: 2925 E Patrick Lane Suite G PERIOD TO: 11/30/2008 30 E. Serene OWNER Las Vegas, NV 89120 Las Vegas, NV 89123 **PROJECT NOS** ARCHITECT Attn: Yvonne Farren CONTRACTOR FROM : Helix Electric VIA (ARCHITECT): CONTRACT DATE: (Contractor) 3078 E. Sunset Rd., Ste#9 Las Vegas, NV 89120 CONTRACT FOR: CONTRACTOR'S APPLICATION FOR PAYMENT The undersigned Contractor certifies that to the best of the Contractor's knowledge, infor-Applications made for Payment, as shown below, in connection with the Contract. mation 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 Continuation Sheet, AIA Document G703, is attached, 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. **1. PARTIAL CONTRACT SUM** \$ 13,230,000.00 CONTRACTOR / 2. Net change by Change Orders 480,689.01 3. CONTRACT SUM TO DATE (Line 1+2) 13,710,689,01 Bv: Date: 11/20/08 Robert D Johnson, Vice President 4. TOTAL COMPLETED & STORED TO DATE 5,900,678,69 (Column G on G703) State Of: NEVADA County Of: CLARK 5. RETAINAGE: EDNA K. BENNETT a. 10% of Completed Work 586,592,87 Subscribed and sworn to before Notary Public, State of Nevada me this 20th day of November, 2008 (Column D + E on G703) Appointment No. 98-0611-1 b. 10% of Stored Material 3,475.00 My Appt. Expires Jan. 9, 2010 70mm (Column F on G703) Notary Public: Total Retainage (Line 5a + 5b or Total In Column 1 of G703) 590,067.87 My Commission expires: 1/9/2010 6. TOTAL EARNED LESS RETAINAGE 5,310,610,82 ARCHITECT'S CERTIFICATE FOR PAYMENT (Line 4 less Line 5 Total) In accordance with the Contract Documents, based on on-site observations and the 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT 5,151,135,14 \$ (Line 6 from prior Certificate) data comprising the above application, the Architect certified to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as 8. CURRENT PAYMENT DUE 159,475.68 indicated, the guality of the Work is in accordance with the Contract Documents, and 9. BALANCE TO FINISH, PLUS RETAINAGE 8,400,078.19 the Contractor is entitled to payment of the AMOUNT CERTIFIED. \$ (Line 3 less Line 6) AMOUNT CERTIFIED \$159,475.68 CHANGE ORDER SUMMARY ADDITIONS DEDUCTIONS (Attach explanation if amount certified differs from the amount applied for., Initial Total Changes approved in all figures on this Application and on the Continuation Sheet that are changed to previous months by Owner conform to the amount certified.) Total Approved this Month ARCHITECT: TOTALS By: Date: NET CHANGES by Change Order 480.689.01 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the prejudice to any rights of the Owner or Contractor under this Contract.

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CONTINUATION SHEET

AIA DOCUMENT G703

APPLICATION NUMBER:

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification Is attached.

In tabulations below, amounts are stated to the nearest dollar. Use Column 1 on Contracts where variable retainage for line items may apply.

A	8	C	D	E.	F	Ģ		н	
		1977 - 1989 - 1988 - 1989 - 1997 1977 - 1978 - 1979 - 1979 1977 - 1978 - 1979 - 1979 - 1979 - 1979 - 1979 - 1979	WORK CC	MPLETED	MATERIALS	TOTAL			
ITEM	DESCRIPTION OF WORK	SCHEDULED	FROM PREVIOUS		PRESENTLY	COMPLETED AND	%	BALANCE TO FINISH	RETAINAGE
NO.		VALUE	APPLICATION (D + E)	THIS PERIOD	STORED (NOT IN D OR E)	STORED TO DATE (D + E + F)	(G / C)	(C - G)	
			()	- - -		(,)			
1	ELECTRICAL ENGINEERING	155,000.00	90,366,61			90,366.61	58%	64,633,39	9,036.66
2	MOBILIZATION	60,000.00	60,000,00			60,000.00	100%	-	6,000.00
3	Office Trailer/Admin. 24 months	120,000.00	85,000.00	5,000.00		90,000.00	75%	30,000.00	9,000.00
4	Project Engineer, CAD, Project Assistant	75,000.00	71,375.00	3,625,00		75,000.00	100%	•	7,500.00
5	Electrical Permits	65,000.00	65,000.00			65,000.00	100%	-	6,500.00
6	Submittals	10,000.00	10,000.00			10,000.00	100%		1,000.00
	Supervision/Planning/Coordination	120,000.00	113,750.00	6,250,00		120,000.00	100%	- -	12,000.00
8	BUILDING #1-TYPE V (52 units)	·	· •			•		196. A	.÷.
9	Light Fixture Package	76,000.00	6 1			• •		76,000.00	•
	Distribution Package	70,000.00	· * ·			ç 📩	,	70,000.00	1.
	Low Voltage Systems (FA, CCTV, CA, etc	40,000,00	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1					40,000,00	
12	Underslab Branch Conduit & Wire	57,000.00	홍수:			*		57,000.00	. *
13	Garage & 1st floor deck-conduit/wire	276,000.00		1		•		275,000.00	
	1st Floor Rough Walls/Ceilings	85,000,00				*		65,000.00	
	1st Floor Device and Fixture Trim	10,000,00		:		-		10,000.00	
	2nd Floor Rough Walls/Ceilings	65,000,00	÷					65,000.00	*
1	2nd Floor Device and Fixture Trim	10,000.00	÷.	:	1	• 1		10,000.00	· ••••
	3rd Floor Rough Walls/Ceilings	65,000.00					(65,000,00	1¥.
	3rd Floor Device and Fixture Trim	10,000.00				•		10,000.00 65,000.00	- **
4	4th Floor Rough Walls/Ceilings 4th Floor Device and Fixture Trim	65,000.00 10,000.00	*.					10,000.00	
21	BUILDING #2-TYPE II	10,000,00						10,000,00	
	Light Fixture Package	65,500.00	65,500,00			65,500,00	100%		8,550.00
	Distribution Package	25,000,00	25,000.00	1		25,000,00	100%		2,500.00
	Low Voltage Systems (FA, CCTV, CA, etc.)	50,000,00	50,000.00			50,000.00	100%		5,000.00
1	and Sublevel Garage UG and Deck	200,000,00	190,000.00		1	190,000.00	95%	10,000.00	19,000,00
27	1st Sublevel Garage and Deck	255,000,00	242,500.00	7,500.00		250,000.00	98%	5,000.00	25,000.00
28	Ist Floor Rough and Trim	25,000.00	23,750.00			23,750.00	95%	1,250.00	2,375.00
	2nd Floor Rough and Trim	25,000.00	23,750.00	-		23,750.00	95%	1,250.00	2,375.00
	3rd Floor Rough and Trim	25,000,00	23,750.00			23,750,00	95%	1,250.00	2,375.00
	Ath Floor Rough and Trim	25,000,00	23,750.00			23,750.00	95%	1,250.00	2,375.00
32	Roof Plan	2,500,00	÷	2,000.00		2,000.00	80%	500.00	200.00
33	BUILDING #3-TYPE II		-			•			. :
	Light Fixture Package	65,500.00	61,950,00			61,950,00	95%	3,550.00	6,195.00
35	Distribution Package	25,000.00	25,000.00			25,000.00	100%	÷.	2,500.00
36	Low Voltage Systems (FA, CCTV, CA, etc.	50,000,00	47,500.00			47,500.00	95%	2,500.00	4,750.00
37	2nd Sublevel Garage UG and Dock	200,000.00	190,000.00	:	-	190,000.00	95%	10,000.00	19,000.00
38	1st Sublevel Garage and Deck	255,000.00	242,500.00	7,500.00		250,000.00	98%	5,000.00	25,000.00
39	1st Floor Rough and Trim	25,000.00	23,750.00			23,760.00	95%	1,250.00	2,375.00
40	2nd Floor Rough and Trim	25,000.00	23,750,00			23,750.00	95%	1,250.00	2,375.00
	ard Floor Rough and Trim	25,000.00	23,750.00			23,750.00	95%	1,250.00	2,375.00
42	4th Floor Rough and Trim	25,000.00	23,750.00			23,750.00	95%	1,250.00	2,375.00
	Roof Plan	2,500.00	• .		1	÷.	i i	2,500.00	:
44	BUILDING #4-TYPE V (52 units)					•			:*·
45	Light Fixture Package	76,000.00	l . * [E and a second	l .			76,000.00	s sector se

APCO-TR-EX0177-0005

Page 2 of 2

16713-014

11/20/2008

11/30/2008

APPLICATION DATE:

ARCHITECT'S PROJECT NO:

PERIOD TO:

<u>A</u>	B	C	<u> </u>	Ε	F	G		H I	1
	n an		WORK CC	MPLETED					
TEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C + G)	RETAINAGE
46	Dimibuilion Package	70,000,00	internet and the second se					70,000.00	
47	Low Voltage Systems (PA, CCTV, CA, etc.	40,000,00				e		40,000.00	
48	Underslab Branch Conduit & Wire	57,000.00	- 					57,000,00	
49	Garage & 1st floor deck-conduit/wire	275,000.00				2		275,000.00	
50	1st Floor Rough Walls/Coilings	65,000,00						65,000,00	
51	Ist Floor Device and Fixture Trim	10,000.00				-		10,000.00	
	2nd Floor Rough Walls/Ceilings	65,000,00				*		65,000,00	
	and Floor Device and Fixture Trim	10.000.00	1					10,000,00	:
	3rd Floor Rough Walls/Collings	65,000,00				. <u>.</u> .		65,000,00	
	3rd Floor Device and Fixture Trim	10,000,00						10,000,00	
58	4th Floor Rough Walls/Ceilings	65,000.00				- -		65,000.00	
	4th Floor Device and Fixture Trim	10,000.00	-		:			10,000.00	-
58	BUILDING #5-TYPE I (76 unita)					- -			
	Light Fixture Package	106,000.00	•			. . .		106,000.00	
	Distribution Packege	83,000.00	×			÷1		83,000.00	·
	Low Voltage Systems (FA, CCTV, CA, etc.	50,000.00	-			iai -		50,000.00	
	Underslab Branch Conduit & Wire	85,000.00	4			-		85,000.00	
63	Garage & 1st floor deck-conduit/wire	400,000.00				-		400,000.00	
64	1st Floor Rough Walls/Ceilings	75,000.00						75,000.00	4
65	Ist Floor Device and Fixture Trim	10,000.00						10,000.00	
	2nd Floor Rough-Walls/Ceilings	75,000.00) ice	:	75,000.00	4
	2nd Floor Device and Fixture Trim	10,000,00	*					10,000.00	
68	3rd Floor Rough Walls/Ceilings	75,000.00						75,000.00	-
1	3rd Floor Device and Fixture Trim	10,000.00				<u></u>		10,000,00	
70	4th Floor Rough Walls/Ceilings	75,000.00	÷ .			•.:		76,000,00	-
71	4th Floor Device and Fixture Trim	10,000.00	÷.			÷		10,000.00	
72	BUILDING #6-TYPE 1 (76 units)		÷.				-		÷
73	Light Fixture Package	106;000.00	¥ .					106,000,00	
74	Distribution Package	83,000.00					÷	83,000.00	÷
75	Low Voltage Systems (FA, CCTV, CA, etc.	50,000,00				12 - C		50,000.00	÷
76	Underslab Branch Conduit & Wire	85,000.00	-					85,000.00	-
	Garage & 1st floor deck-conduit/wire	400,000.00	÷.]					400,000.00	-
78	1st Floor Rough Walls/Ceilings	75,000.00				e in the second s	d	75,000,00	
79	Ist Floor Device and Fixture Trim	10,000.00	· .			• ; ;		10,000.00	-
	2nd Floor Rough Wells/Ceilings	75,000,00	×.			i in the second s	6	75,000.00	÷.
	2nd Floor Device and Fixture Trim	10,000.00	·			÷	1	10,000.00	•
82	3rd Floor Rough Walls/Ceilings	75,000.00				S≈ - 1		75,000.00	÷
83	3rd Floor Device and Fixture Trim	10,000.00	<u></u>			e ser ser ser ser ser ser ser ser ser se		10,000.00	
1.1	4th Floor Rough Walls/Ceilings	75,000.00	.					75,000.00	÷
	4th Floor Device and Fixture Trim	10,000.00	•	-		ч. 1 1		10,000.00	-
86	BUILDING #7-TYPE III (76 units)	1		2				· •	÷
	Light Fixture Package	141,000.00	106,250.00		34,750.00	141,000.00	100%		14,100.
	Distribution Packago	225,000,00	208,128.00	10,000.00		218,128,00	97%	6,672.00	21,812.
	Low Voltage Systems (FA, CCTV, CA, etc	50,000.00	30,000,00	10,000.00		40,000.00	80%	10,000.00	4,000.
90	Gonorator	100,000.00	95,000,00			95,000.00	95%	5,000.00	9,500.
91	Understab Branch Conduit & Wire	68,000.00	64,500,00			64,500.00	95%	3,500.00	6,450
	Garage & 1st floor deck-conduit/wire	330,000.00	315,000.00		I	315,000.00	95%	15,000.00	31,500
93	1st Floor Rough Deck/Walls/Ceilings	95,600.00	67,250.00	9,250.00		76,500.00	80%	19,000.00	7,650
94	Lat Floor Device and Fixture Trim	10,000.00	-			·		10,000.00	
95	2nd Floor Rough Deck/Walls/Ceilings	95,500.00	96,250.00			90,250.00	95%	5,250.00	9,025.
	2nd Floor Device and Fixture Trim	10,000.00	1		1	÷ •		10,000.00	•
	3rd Ploor Rough Deck/Walls/Ceilings	95,500.00	90,250,00		1.3	90,250.00	95%	5,250.00	9,025.

A	B	¢	D	<u> </u>	F	G	1. 	н	a anna ta saise
ITEM NO,	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK CO FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				s Herrigan ett inither					
98	3rd Floor Device and Fixture Trim	10,000.00				i na substantin da substant Service da substantin da sub		10,000.00	•
99	4th Floor Rough Deck/Walls/Ceilings	95,500.00	90,250.00	-		90,250.00	95%	5,250.00	9,025.00
100	4th Floor Device and Fixture Trim	10,000.00	-	:		-		10,000.00	•
101	Sth Floor Rough Deck/Walls/Ceilings	95,500.00	90,250.00			90,250.00	95%	5,250.00	9,025.00
	Sth Floor Device and Fixture Trim	10,000.00	•					10,000.00	•
103	6th Floor Rough Deck/Walls/Ceilings	95,500.00	90,250.00			90,250.00	95%	5,250.00	9,025.00
104	Sth Floor Device and Fixture Trim	10,000.00	-			*		10,000.00	•
105	7th Floor Rough Deck/Walls/Ceilings	95,500.00	76,750.00	13,500.00		90,250.00	95%	5,250.00	9,025.00
	7th Floor Device and Fixture Trim	10,000.00				•		10,000.00	-
107	\$th Floor Rough Deck/Walls/Ceilings	95,500.00	66,750.00			66,750.00	70%	28,750.00	6,675.00
108	\$11 Floor Device and Fixture Trim	10,000.00				-		10,000.00	
109	Sth Floor Rough Deck/Walls/Ceilings	95,500.00	47,750,00	10,000.00		57,750.00	60%	37,750.00	5,775.00
110	9th Floor Device and Fixture Trim	5,000,00			1	۰.		5,000.00	
111	BUILDING #8-TYPE I (76 units)	s	*~			*			*.
	Light Fixture Package	106,000.00	101,000.00		1	101,000.00	95%	5,000.00	10,100.00
-	Distribution Package	83,000,00	83,000.00			B3,000.00	100%	•	8,300.00
114	Low Voltage Systems (FA, CCTV, CA, etc.	50,000.00	47,500.00			47,500.00	95%	2,500.00	4,750.00
115	Underslab Branch Conduit & Wire	85,000.00	83,000.00	1		83,000.00	98%	2,000.00	8,300.00
116	Garage & 1st floor deck-conduit/wire	400,000,00	380,000,00	10,000,00		390,000.00	98%	10,000.00	39,000.00
117	1st Floor Rough Walls/Ceilings	75,000.00	71,250.00	2,000.00		73,250.00	98%	1,750.00	7,325.00
118	1st Floor Device and Fixture Trim	10,000,00	7,500.00	1,500.00	2	9,000.00	90%	1,000.00	900.00
119	2nd Floor Rough Walls/Ceilings	75,000,00	71,250.00	2,000.00		73,250.00	98%	1,750.00	7,325.00
	2nd Floor Device and Fixture Trim	10,000.00	7,500,00	1,500.00	la de la compañía de	9,000.00	90%	1,000.00	900.00
	3rd Floor Rough Walls/Ceilings	75,000.00	71,250,00	2,000.00		73,250.00	98%	1,750.00	7,325.00
122	3rd Floor Device and Fixture Trim	10,000.00	7,500.00	1,500.00		9,000.00	90%	1,000.00	900.00
123	4th Floor Rough Walls/Ceilings	75,000.00	71,250.00			71,250.00	95%	3,750.00	7,125,00
	4th Floor Device and Fixture Trim	10,000.00	5,000.00			5,000.00	50%	5,000.00	500.00
125	BUILDING #9-TYPE I (76 units)	1 1	-					*	•
	Light Fixture Package	106,000.00	101,000,00			101,000.00	95%	5,000.00	10,100.00
127	Distribution Package	83,000.00	83,000.00			83,000.00	100%	-	8,300.00
	Low Voltage Systems (FA, CCTV, CA, etc.	50,000.00	47,500.00			47,500,00	95%	2,500,00	4,750.00
129	Underslab Branch Conduit & Wire	85,000.00	83,000.00			83,000.00	98%	2,000.00	8,300.00
130	Garage & 1st floor deck-conduit/wire	400,000.00	380,000.00	10,000.00		390,000.00	98%	10,000.00	39,000.00
	1st Floor Rough Walls/Ceilings	75,000.00	71,250.00	2,000.00		73,250.00	98%	1,750.00	7,325.00
132	1st Floor Device and Fixture Trim	10,000.00	7,500.00	1,600.00		9,000.00	90%	1,000.00	900.00
	2nd Floor Rough Walls/Ceilings	75,000,00	71,250,00	2,000.00	÷ 1	73,250.00	98%	1,750.00	7,325.00
	2nd Floor Device and Fixture Trim	10,000.00	7,500.00	1,500.00		9,000,00	90%	1,000.00	900,000
	3rd Floor Rough Walls/Ceilings	75,000.00	71,250.00	2,000.00		73,250.00	98%	1,750.00	7,325.00
1	3rd Floor Device and Fixture Trim	10,000.00	7,500.00	1,500.00		9,000,00	80%	1,000.00	900,00
	4th Floor Rough Walls/Coilings	75,000.00	71,250.00			71,250.00	95%	3,750.00	7,125.00
	4th Floor Device and Fixture Trim	10,000.00	5,000,00			5,000.00	50%	5,000,00	500.00
139	BUILDING #10-TYPE I (76 units)		÷.			÷		: 	14.
	Light Fixture Packago	106,000.00						106,000.00	Air
	Distribution Package	83,000.00	• 1			•		B3,000.00	
1	Low Voltage Systems (FA, CCTV, CA, etc.	50,000.00					:	50,000.00	
143	Understab Branch Conduit & Wire	85,000.00				•		85,000.00	n neri D
144	Garage & 1st floor deck-conduit/wire	400,000.00	8 .			•.		400,000.00	· •/.
145	Ist Floor Rough Walls/Ceilings	75,000,00	-			•		75,000.00	
	Ist Floor Device and Fixture Trim	10,000.00	1. T					10,000,00	
147	2nd Floor Rough Walls/Ceilings 2nd Floor Davice and Fixture Trim	75,000.00 10,000.00						75,000.00 10,000.00	
148									

APCO-TR-EX0177-0007

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A	B	C	D	£	F	G		H	1
ІТЕМ		SCHEDULED	WORK CC	MPLETED	MATERIALS	TOTAL		BALANCE	
NO.	DESCRIPTION OF WORK	VALUE	APPLICATION (D + E)	THIS PERIOD	PRESENTLY STORED (NOT IN D OR E)	COMPLETED AND STORED TO DATE (D + E + F)	% (G/C)	TO FINISH (C - G)	RETAINAGE
150	3rd Floor Device and Fixture Trim	10,000.00		antinen automoniako dateeda				10,000.00	
	4th Floor Rough Walls/Ceilings	75,000.00				×		75,000.00	1
	4th Floor Device and Fixture Trim	10,000.00				- 1		10,000.00	-
153	BUILDING #11-TYPE I (76 units)		-			4		· · ·	÷.
1	Light Fixture Packego	106,000.00				ಾರ್.		106,000.00	
1	Distributiian Package	83,000.00	.			•		83,000,00	<u>ب</u> ة:
11	Low Voltage Systems (FA, CCTV, CA, etc.	50,000.00	24			*		50,000.00	-
	Understab Branch Conduit & Wire	85,000.00				1 4 78		85,000.00	-
1	Garage & 1st floor deck-conduit/wire Ist Floor Rough Walls/Coilings	400,000.00 75,000.00	1955 1947					400,000.00 75,000.00	.*
	Ist Floor Device and Fixture Trim	10,000.00	Ţ					10,000.00	
1	2nd Floor Rough Walls/Ceilings	75,000.00						75,000.00	
1	2nd Floor Device and Fixture Trim	10,000.00	÷.					10,000.00	•
	3rd Floor Rough Walls/Ceilings	75,000.00				•		75,000.00	-
184	3rd Floor Device and Fixture Trim	10,000.00	+			-		10,000.00	•
	4th Floor Rough Walls/Ceilings	75,000.00	. (7 .)		¢	۳.		75,000.00 10,000.00	
166	Ath Floor Device and Fixture Trim BUILDING #12-TYPE IV (66 units)	10,000.00						10,000.00	
	Light Fixture Package	98,000.00				-		95,000.00	41
169	Distribution Package	77,500.00				-		77,500.00	-
	Low Voltage Systems (FA, CCTV, CA, elc)	45,000,00				•		45,000.00	-
	Understab Branch Conduit & Wire	76,000.00				-		76,000.00 350,000.00	*
	Garage & 1st floor deck-conduit/wire 1st Floor Rough Walls/Ceilings	350,000.00	1 1841 A 1					70,000.00	-
	1st Floor Device and Fixture Trim	10,000.00				_		10,000.00	÷
	2nd Floor Rough Walls/Ceilings	70,000.00	÷			•		70,000,00	
	2nd Floor Device and Fixture Trim	10,000.00	· · · ·	1				10,000.00	
	3rd Floor Rough Walls/Ceilings	70,000.00				t		70,000,00	÷
	3rd Floor Device and Fixture Trim 4th Floor Rough Walls/Cellings	10,000.00 70,000.00						10,000.00 70,000.00	
	th Floor Device and Fixture Trim	10,000.00						10,000.00	÷:
181	SITE LIGHTING					•	·	•	•
	Furnish Landscape Lighting	257,000.00	- [-		257,000.00	-
	Furnish Courtyard Lighting	59,000.00				•]	59,000.00 6,000.00	•
	Furnish Sports Lighting Furnish Parking Lot Pole Lighting	6,000,00 64,000.00		-				64,000.00	- -
186	I MERINE I MERINE DUCT DIE DIEMINE	01,000.00				-		•	
187			· · · ·					-	÷.
188			*			•		18	1 (P)
189			-			•		5 C	•
190 191						•		280 - 1 140	100 (M) 100 (M)
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197 198			21					neri Der	
199							() (
200								4 0	
201			<u>.</u>			-20			•
202			•						·*•.
203		,	•		A CONTRACT OF	·*·	1	. -
204	- -					295. 1-		1994 	
	Original Contract Totals	13,230,000.00	5.368,069,61	125,625,00	34,750.00	5,528,444.61	42%	7,701,555.39	552,844.4

X00738

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A В ¢ D. ε F G H WORK COMPLETED MATERIALS TOTAL BALANCE ITEM SCHEDULED FROM PREVIOUS PRESENTLY COMPLETED AND % DESCRIPTION OF WORK TO FINISH RETAINAGE APPLICATION NO. VALUE THIS PERIOD STORED (NOT STORED TO DATE (G / C) (C - G) (D + E) IN D OR E) (D + E + F)CHANGE ORDERS . 4 . CO#1-Contract Adjustment (inc. above) 206 14 1,622.00 1,622.00 100% 162.20 1,622.00 207 CO#2-Apco Trailer Hookup : m. 208 CO#3-Options (voided change order #) : 7 10,000.00 10,000.00 10,000.00 100% 1,000.00 209 CO#4-Overtime B8 & B9 . 210 CO#5-Delete Utility Stubs Phase I (15,000.00) (15,000.00) (15,000.00) 100% . (1,500.00) 211 CO86-Delete Site Conduits-Phase I & II (13,000.00) (13,000.00) (13,000.00) 100% (1,300,00) 40,367,27 40,357,27 89% 5,104.73 4,036.73 212 CO#7-Building #9 Options 45,472,00 40,524.06 40,524.06 94% 4,052.41 213 CO#8a-Building #8 Options 42,994.00 2,469.94 39,866.40 391,60 40,258,00 100% 4,025.80 40,258,00 214 CO#85-Additional B8 & B9 Options 18,000.00 6,250.00 24,250.00 95% 2,425.00 25,639,01 1,389.01 CO#9-Building #7 Options 215 3,841.00 3,841.00 3,841.00 100% 384,10 CO#10-Building #2 OT 216 1.0 CO#11-CO2 Raceway 21,500.00 21,500.00 21,500.00 100% 2,150.00 217 ÷ 76,500.00 CO#12-Delta 2 "Red Lines" 76,500.00 218 . ÷., 53,756.00 48,577.40 5,178.60 53,756.00 100% 5,375.60 219 CO#13-C2 Split 220 COA14-Delta 3 92,117.00 88,180.75 88,180.75 96% 3,936.25 8,818.08 94,990.00 70,935.00 5,000.00 75,935,00 80% 19,055.00 7,593.50 221 CO#15-Delta 5 222 • ÷. 1 223 * . .,* 224 ÷ * \mathcal{T} 225 • ж. ъ. 226 ٠ ¥ ÷ 227 4 ÷ 228 а. ÷ * 229 4 ÷ . 230 • à. ÷., 231 4 -• 232 ÷ * ÷ 233 • ÷ ж, 234 2 =235 *: ÷ 236 237 355,413.88 16,820.20 Total Change Orders 480,689,01 372,234.08 77% 108,454,93 37,223.41 **Total Revised Contract** 13,710,689.01 142,445.20 5,723,483.49 34,750.00 5,900,678.69 43% 7,810,010,32 590,067.87 HELIX00639

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: Property Location: Undersigned's Customer: Invoice/Payment Application Number: Payment Amount: Payment Period: ManhattanWest Russell Rd and 215 Beltway CAMCO PACIFIC CONSTRUCTION CO., INC 16713-014

\$159,475.68 November 30, 2008

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 or invoiced after the Payment Period.

Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials or equipment that are the subject of this waiver and release.

Dated: November 19, 2008

Helix Electric

Its: Robert D Johnson, Vice President

CERTIFIED COPY DOCUMENT ATTACHED IS A TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE CHELL AMMEND CLERK OF THE COURT JA002782 DEC-18-2008 THU 03:01 PM

FAX NO.

P. 01/01

December 18, 2008

TO:

132-4386

VIA FAX:

FROM: YVONNE FARREN CAMCO PACIFIC CONSTRUCTION

RE: MANHATTAN WEST/DECEMBER APPLICATION

To Whom It May Concern:

Your Progress Payment for the month of December has been rejected in it's entirety,

HELIX00643





JOB #	16713
FILE #	1
OTHER_	

CUSTOMER # 1611

INVOICE # 16713-015

Camco Pacific 2925 E Patrick Lane Suite G Las Vegas, NV 89120 Attn: Yvonne Farren

ORIGINAL CONTRACT

INVOICE DATE: 15-Dec-08	
PERIOD THRU: 12/15/2008	
OUR JOB NO.: 16713	
JOB NAME: Manhattan West	•
YOUR JOB NO.:	
13,230,000.00	

CHANGE ORDER THROUGH # 694,529.01 CONTRACT AMOUNT TO DATE 13,924,529.01 GROSS BILLING 6,150,462.36 44% PREVIOUSLY BILLED 5,900,678.69 GROSS CURRENT PERIOD 249,783.67 RETENTION 10% 24,978.37 NET AMOUNT DUE THIS PERIOD 224,805.30 OUTSTANDING FROM PRIOR PERIOD 178,678.10 Jav #16713-012 Inv #16713-013R1 170,491.84 159,475.68 lov #16713-014

TOTAL AMOUNT DUE

733,451

Pursuant to B&P code section 7108 5 a penalty of 7% per month of the storoust owed, plus attorney's feet if required for collection, shall be assessed to this invoice for payments not received within 10 days of receipt of propers payments from owner.

3078 AE. Sunset Road, #9, Las Vegas, NV 89120 Tel (702) 732-1188 Fax (702) 732-4386 Nevada Contractor's Lisense #0053810

HELIX00644

PAYMENT REQUEST

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Subcontractor: Helix Electric	CAMCO PACIFIC
Subcontractor Address:	CONSTRUCTION COMPANY INC.
3078 E. Sunsel Rd., Ste#9	2925 E. Patrick Lane, Suite G
Las Vegas, NV 89120	Las Vegas, Nevada 89120
PAYMENT REQUEST NO. 16713-015	(702)798-6611
	[702]798-6655
MANHATTAN WEST	
	From: 12/1/2008
Russell Road and 215 Bellway	
	To: 12/15/2008

Original Contract Amount	\$13,230,000.00
Camco Change Order No's	\$694,529.01
(approved copies must be attached)	
Revised Contract Amount	\$13,924,529.01
Work Completed to Date	
42% work completed on original contract	\$5,564,444.61
Work completed on Change Orders	\$586,017.75
Materials stored to date (if any)	
Less Refention	\$615,046.24
Less Previous Payments/Billed	\$5,310,610.82
Amount Due This Payment Period	\$224,805.30
- M-In	4
Signature Kolet fight	Date 12/15/08
Printed Name Robert D Johnson, V	

Date Cost Code: Approval By

HELIX00645

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CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, c. , , ing Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column 1 on Contracts where variable retainage for line Items may apply

A	B	С	Ø	E	F	G		н	C
			WORK CO	MPLETED					an inai miningi kata na ang ining na ang
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / ¢)	BALANCE TO FINISH (C - G)	RETAINAGE
1	ELECTRICAL ENGINEERING	155,000.00	90,366.61			90,366.61	58%	64,633.39	9,036,66
2	MOBILIZATION	60,000.00	60,000.00			60,000.00	100%	•	6,000.00
3	Office Trailer/Admin. 24 months	120,000.00	90,000,00	5,000.00	1	95,000.00	79%	25,000,00	9,500.00
4	Project Engineer, CAD, Project Assistant	75,000.00	75,000.00			75,000.00	100%		7,500.00
5	Electrical Permits	65,000.00	65,000.00			\$5,000.00	100%	÷	6,500.00
6	Submittals	10,000.00	10,000.00			10,000.00	100%	÷ 1	1,000,00
7	Supervision/Planning/Coordination	120,000.00	120,000.00			120,000.00	100%		12,000.00
8	BUILDING #1-TYPE V (52 units)					8. 8.		· 1	-
9	Light Fixture Package	76,000.00	-					76,000.00	•
10	Distribution Package	70,000.00				*	.	70,000.00	•
11	Low Voltage Systems (FA, CCTV, CA, etc	40,000.00						40,000.00	4 -
12	Underslab Branch Conduit & Wire	57,000.00						57,000.00	÷
13	Oarage & 1st floor deck-conduit/wire	275,000,00				- 		275,000,00	-
14	1st Floor Rough Walls/Ceilings	65,000:00		.*		•		65,000.00	÷
15	Ist Floor Device and Fixture Trim	10,000.00				1 () () () () () () () () () (. 1	10,000.00	
	and Floor Rough Walls/Ceilings	65,000.00						65,000.00	•
	2nd Floor Device and Fixture Trim	10,000.00						10,000.00	-
	3rd Floor Rough Walls/Ceilings	65,000.00		1		•		65,000.00	÷
19	and Floor Device and Fixture Trim	10,000,00						10,000.00	
20	4th Floor Rough Walls/Ceilings	65,000,00		2 4				65,000.00	
21	4th Floor Device and Pixture Trim	10,000.00				5		10,000.00	4
22	BUILDING #2-TYPE II	101000.00				- 18		10,000,000	т. ж
	Light Fixture Package	65,500,00	65,500,00			65,500.00	100%		6,550,00
	Distribution Package	25,000,00	25,000,00		2 2 2	25,000.00	100%		2,500.00
	Low Voltage Systems (FA, CCTV, CA, etc.)	50,000,00	50,000,00			50,000.00	100%		5,000.00
	2nd Sublevel Garage UG and Deck	200,000,00	190,000.00	5,000.00		195,000.00	98%	5,000.00	19,500.00
27	tst Sublevel Garage and Deck	255,000.00	250,000,00	5,000,00		250,000,00	98%	5,000.00	25,000.00
28	1st Subjevel Garage and Deek	25,000.00	23,750,00			23,750.00	95%	1,250.00	2,375.00
29	2nd Floor Rough and Trim	25,000.00	23,750,00			23,750.00	95%	1,250.00	2,375,00
30	-	25,000.00	23,750,00			23,750.00	95%	1,250.00	2,375.00
31	3rd Ploor Rough and Trim 4th Floor Rough and Trim	25,000.00	23,750.00			23,750.00	95%	1,250.00	2,375.00
32	An Floor Rough and Trin Roof Plan	25,000.00	2,000.00			23,750,00	80%	500.00	2,375,00
32	BUILDINO #3-TYPE II	2,500.00	5'000'00			2,000.00	00%	500.00	200,00
33		66 500 0D	C1 050 00				95%	2 660 00	e 105.00
39 35	Light Fixture Package	65,500.00	61,950.00			61,950,D0		3,550,00	6,195.00
	Distribution Package	25,000.00	25,000.00		 -	25,000,00	100%	5 E00 55	2,500.00
36	Low Voltage Systems (FA, CCTV, CA, etc.		47,500.00	: 		47,500.00	95% 98%	2,500.00	4,750.00
37	2nd Sublevel Garage UG and Deck	200,000.00	190,000,00	5,000.00		195,000.00		5,000.00	19,500.00 25,000.00
38	Ist Sublevel Garage and Deck	255,000.00	250,000.00	1		250,000.00	98%	5,000.00	
39	1st Floor Rough and Trim	25,000.00	23,750,00			23,750.00	95%	1,260.00	2,375.00
40	2nd Floor Rough and Trim	25,000.00	23,750.00			23,750,00	95%	1,250.00	2,375.00
41	3rd Floor Rough and Trim	25,000.00	23,750.00			23,750.00	95%	1,250.00	2,375.00
42	4th Floor Rough and Trim	25,000.00	23,750.00	5 		23,750,00	95%	1,250.00	2,375.00
43	Roof Plan	2,500.00		2,000.00	[:	2,000.00	60%	500.00	200,00
44	BUILDING #4+TYPE V (52 units)	76,000,00				5			÷.

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APPLICATION NUMBER:

ARCHITECT'S PROJECT NO:

APPLICATION DATE:

PERIOD TO:

16713-015

12/15/2008

12/15/2008

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EM	DESCRIPTION OF WORK	SCHEDULED	FROM PREVIOUS	MPLETED	MATERIALS	TOTAL COMPLETED AND	%	BALANCE TO FINISH	RETAINAGE
Q.		VALUE	APPLICATION (D + E)	THIS PERIOD	STORED (NOT IN D OR E)	(D + E + F)	(G / C)	(C - G)	
	Distributiion Package	70,000.00	·	,		· ·	*	70,000.00	
	Low Voltage Systems (FA, CCTV, CA, etc	40,000.00	*		1	-		40,000.00	e e
	Undersiab Branch Conduit & Wire	57,000,00	•		Ľ	•		57,000.00	
9	Garage & 1st floor deck-conduit/wire	275,000.00	™ : 4			•		275,000.00	
0	1st Floor Rough Walls/Ceilings	65,000.00		[.	8	-		65,000.00	
1	1st Floor Device and Fixture Trim	10,000.00	-		Ľ		. I	10,000.00	 I
- 1	2nd Floor Rough Walls/Ceilings	65,000.00	• • · ·			· •		65,000.00	
1	2nd Floor Device and Fixture Trim	10,000.00				•:		10,000,00	
- 1	3rd Floor Rough Walls/Ceilings	65,000.00	÷.					65,000.00	
	3rd Floor Device and Fixture Trim	10,000.00				-		10,000.00	
	4th Floor Rough Walls/Cellings	65,000.00						65,000.00	
	4th Floor Device and Fixture Trim	10,000.00	.				ł	10,000.00	
8	BUILDING #5+TYPE I (76 units)		:•.:		ſ l	*C		400.000.00	
	Light Fixture Package	105,000.00						106,000.00	
1	Distribution Package	83,000.00	•.			•		B3,000.00	
- 2	Low Voltage Systems (FA, CCTV, CA, etc	50,000,00						50,000.00 85,000.00	
÷.	Underslab Branch Conduit & Wire	85,000.00	1.50 1.10			₹° (400,000,00	
	Garage & 1st floor deck-conduit/wire	400,000.00	•			*		75,000,00	
- 1	1st Floor Rough Walls/Ceilings	75,000.00				5		10,000,00	
5	1st Floor Device and Fixture Trim	10,000.00	1					75,000.00	
	2nd Floor Rough Walls/Cellings	75,000.00	•			•		10,000.00	
	2nd Floor Device and Fixture Trim	10,000,00				•		75,000.00	
	3rd Floor Rough Walls/Ceilings	75,000,00	*				1	10,000.00	
. 1	3rd Floor Device and Fixture Trim	10,000.00				-		75,000.00	
- 1	4th Floor Rough Walls/Cailings	75,000.00					. 4	10,000.00	
	4th Floor Device and Fixture Trim	10,000.00						10,000.00	
2	BUILDING #6-TYPE I (76 units)					•		400 000 00	
	Light Fixture Package	106,000.00						106,000.00	
	Distribution Package	83,000.00						83,000.00	
	Low Voltage Systems (FA, CCTV, CA, etc.	50,000.00	<u></u>		f i	-		50,000.00	
	Underslab Branch Conduit & Wire	85,000.00	*	-				85,000.00	
	Garage & 1st floor deck-conduit/wire	400,000.00	*1					400,000.00	
6	1st Floor Rough Walls/Ceilings	75,000.00	50			•		75,000.00	
9	Ist Floor Device and Fixture Trim	10,000.00	*			· ·		10,000.00	· · · · ·
	2nd Floor Rough Walls/Ceilings	75,000.00				*		75,000.00	
1	2nd Floor Device and Fixture Trim	10,000.00						10,000.00	
	3rd Floor Rough Walls/Ceilings	75,000,00	÷.			*		75,000.00	ė.
	3rd Floor Device and Fixture Trim	10,000,00				÷.		10,000.00	
	4th Floor Rough Walls/Ceilings	75,000.00				· · .		75,000.00	
1	4th Floor Device and Fixture Trim	10,000.00	•			•		10,000.00	
6	BUILDING #7-TYPE III (76 units)								
	Light Fixture Package	141,000.00	141,000.00		h l	141,000.00	100% 97%	00.059.0	14,100
	Distribution Package	225,000.00 50,000.00	215,128.00 40.000.00			216,128.00	80%	6,872.00	21,812
	Low Voltage Systems (FA, CCTV, CA, etc	100,000.00	45,000.00			40,000,00 95,000.00	80%	10,000.00 5,000.00	4,000 9,500
	Generator Understab Branch Conduit & Wire	68,000.00	64,500,00	e A		95,000.00	95%	3,500.00	5,500
- 1		330,000.00	315,000.00			315,000.00	95%	15,000.00	31,500
· 1	Garage & 1st floor dock-conduit/wire	95,500.00	76,500.00			76,500.00	80%	15,000.00	31,000 7,650
3	1st Floor Rough Deck/Walls/Ceilings 1st Floor Device and Fixture Trim	95,500.00	10,000,00			10,000,00	0070	10,000.00	000,
4 5	Ist Floor Device and Fixture Irim 2nd Floor Rough Dock/Walls/Ceilings	95,500.00	90,250.00			90,250,00	95%	5,250.00	9,025
1	2nd Floor Rough Dock/Walls/Ceilings 2nd Floor Device and Fixture Trim	10,000.00	80,200.00			30,200,00	0070	10,000.00	0,020
۰. ۲	and Floor Device and Fixture 17th	95,500.00	90,250.00		1	90,250.00	95%	5,250.00	9,025

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APCO-TR-EX0178-0006

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TEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	MPLETED	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
98	3rd Floor Device and Fixture Trim	10,000.00	1			1		10,000.00	
89	4th Floor Rough Deck/Walls/Ceilings	95,500.00	90,250.00			90,250.00	95%	5,250.00	9,025.0
100	4th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	•
101	5th Floor Rough Deck/Walls/Ceilings	95,500.00	90,250.00			90,250.00	95%	5,250.00	9,025,0
102	5th Floor Device and Fixture Trim	10,000.00	-	1				10,000.00	•
103	6th Ploor Rough Deck/Walls/Ceilings	95,500.00	90,250.00			90,250.00	95%	5,250.00	9,025,0
104	6th Ploor Device and Pixture Trim	10,000.00	*			÷		10,000,00	• • • •
105	7th Floor Rough Deck/Walls/Ceilings	95,500.00	90,250,00			90,250.00	95%	5,250.00	9,025.
106	7th Floor Device and Fixture Trim	10,000.00	66 750 DO	10.000.00		76 750.00	0.000	10,000.00	7 675
	8th Floor Rough Deck/Walls/Ceilings	95,500.00 10,000.00	66,750.00	10,000.00		76,750.00	80%	18,750.00 10,000.00	7,675,0
	8th Floor Device and Fixture Trim 9th Floor Rough Deck/Walls/Cellings	95,500.00	57,750.00	9.000.00		66,750.00	70%	28,750.00	6,675.0
	9th Floor Device and Fixture Trim	5,000.00	01,100.00					5,000.00	0,010
111.	BUILDING #8-TYPE I (76 units)	0,000.00	100 A			÷			
	Light Fixture Package	106,000,00	101,000.00			101,000.00	95%	5,000,00	10,100,0
	Distribution Package	83,000,00	83,000.00			83,000.00	100%		8,300.
114	Low Voltage Systems (FA, CCTV, CA, etc.	50,000.00	47,500,00	1		47,500.00	95%	2,500,00	4,750.
	Underslab Branch Conduit & Wire	85,000.00	83,000.00			83,000.00	98%	2,000.00	8,300,
116	Garage & 1st floor deck-conduit/wire	400,000.00	390,000.00			390,000.00	98%	10,000.00	39,000,
117	1st Floor Rough Walls/Ceilings	75,000.00	73,260.00			73,250,00	98%	1,750.00	7,325.
118	1st Floor Device and Fixture Trim	10,000,00	9,000.00			9,000.00	90%	1,000.00	900.
	2nd Floor Rough Walls/Ceilings	75,000.00	73,250.00			73,250.00	98%	1,750.00	7,325.
	2nd Floor Device and Fixture Trim	10,000,00	9,000.00			9,000.00	90%	1,000.00	900,
121	3rd Floor Rough Walls/Ceilings	75,000.00	73,250.00			73,250.00	98%	1,750.00	7,325.
122	3rd Floor Device and Fixture Trim	10,000.00	9,000.00			9,000.00	90%	1,000,00	900.
123	4th Floor Rough Walls/Ceilings	75,000.00	71,250.00			71,250.00	95%	3,750.00	7,125.
124	4th Floor Device and Fixture Trim	10,000,00	5,000.00			5,000.00	50%	5,000.00	500
125	BUILDING #9+TYPE I (76 units)		÷			(*)			
126	Light Fixture Package	106,000.00	101,000.00			101,000.00	95%	5,000.00	10,100.
	Distribution Package	83,000.00	63,000.00			83,000.00	100%		8,300.
128	Low Voltage Systems (FA, CCTV, CA, els)	50,000.00	47,500.00			47,500.00	85%	2,500,00	4,750
129	Understab Branch Conduit & Wire	85,000,00	83,000.00			83,000.00	98%	2,000.00	8,300.
130	Garage & 1st floor deck-conduit/wire	400,000.00	390,000.00			390,000.00	98%	10,000.00	39,000.
131	Ist Floor Rough Walls/Ceilings	75,000.00	73,250.00			73,250.00	98%	1,750.00	7,325.
132	Ist Ploor Device and Fixture Trim	10,000.00	9,000.00	·		9,000.00	90%	1,000.00	900
	2nd Floor Rough Walls/Ceilings	75,000.00	73,250,00			73,250.00	98%	1,750.00	7,325.
	2nd Floor Device and Fixture Trim	10,000.00	9,000.00 73,250.00			9,000.00	90%	1,000.00	900.
	3rd Floor Rough Walls/Ceilings	75,000.00 10,000.00	9,000.00			73,250,00 9,000,00	98% 90%	1,750.00	7,325
136 137	3rd Floor Device and Fixture Trim 4th Floor Rough Walls/Ceilings	75,000.00	71,250.00			71,250.00	95%	1,000.00	900
136	4th Floor Device and Fixture Trim	10,000.00	5,000.00			5,000.00	95% 50%	3,750.00 5,000.00	7,125 500
139	BUILDING #10-TYPE I (76 units)	10,000,00		1		5,000,00	00%	5,000.00	500
140	Light Fixture Package	106,000,00	1					106,000,00	
141	Distribution Package	83,000,00	-			ě,		83,000.00	
142	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00				145 - •		50,000.00	
143	Underslab Branch Conduit & Wirp	85,000.00	4			4.		85,000.00	
144	Garage & Ist floor deck-conduit/wire	400,000,00) 		· · · ·		400,000.00	
145	Ist Floor Rough Walls/Ceilings	75,000.00						75,000.00	
146	1st Floor Device and Fixture Trim	10,000.00	-					10,000.00	
147	2nd Floor Rough Walls/Ceilings	75,000.00						75,000.00	
148	2nd Floor Device and Fixture Trim	10,000.00		·				10,000.00	1
	ard Floor Rough Walls/Ceilings	75,000.00						75,000.00	1

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APCO-TR-EX0178-0007

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ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK CC FROM PREVIOUS APPLICATION (D + E)	MPLETEL	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
150	Jrd Floor Device and Fixture Trim	10,000,00				+	*	10,000.00	
151	4th Floor Rough Wells/Coilings	75,000.00	-	2 4 6 7 8 8 8 9 9		•		75,000.00	
152	4th Floor Device and Fixture Trim	10,000.00			-			10,000,00	L
153	BUILDING #11-TYPE 1 (76 units)				1				•
154	Light Fixture Package	106,000.00				÷.		106,000.00	
155	Distribution Package	83,000,00	+		1	4.		83,000,00	÷
55	Low Voltage Systems (FA, CCTV, CA, etc.	50,000.00	•			:*;		50,000.00	-
167	Underslab Branch Conduit & Wire	85,000.00	-			·		85,000.00	· •
158	Garage & 1st floor dack-conduit/wire	400,000.00	•			i⊊` .		400,000.00	
159	1st Floor Rough Walls/Coilings	75,000,00				1 1 1		75,000.00	: - : • :
180	Ist Ploor Device and Fixture Trim	10,000.00	•			a .		10,000.00	
61	2nd Floor Rough Walls/Ceilings	75,000.00	•			•		75,000.00	
62	2nd Floor Device and Fixture Trim	10,000.00	4 5.50			a		10,000.00	-
163	3rd Floor Rough Walls/Ceilings	75,000.00	÷.			(75,000.00	
184	3rd Floor Device and Fixture Trim	10,000.00	71					10,000,00	
165	4th Floor Rough Walls/Ceilings	75,000.00	T	1				75,000,00	
186 187	4th Floor Device and Fixture Trim BUILDING #12-TYPE IV (66 units)	10,000.00						10,000.00	-
167 168	Light Fixture Package	96,000,00			-	÷		00,000,36	
169	Distribution Package	77,500.00	·•:					77,500.00	÷.
170	Low Voltage Systems (FA, CCTV, CA, etc.	45,000.00	÷.			-		45,000.00	*
71	Underslab Branch Conduit & Wire	76,000.00				-		76,000,00	•
72	Garage & 1st floor deck-conduit/wire	350,000.00	•					350,000.00	1
173	1st Floor Rough Walls/Ceilings	70,000.00		4. 4.				70,000.00	-
174 175	1st Floor Device and Fixture Trim 2nd Floor Rough Walls/Ceilings	70,000,00	1					70,000.00	-
175 176 .	2nd Floor Device and Fixture Trim	10,000,00				-		10,000.00	-
177	3rd Floor Rough Walls/Ceilings	70,000.00				-		70,000.00	÷
178	3rd Floor Device and Fixture Trim	10,000.00				•		10,000,00	÷
179	4th Floor Rough Walls/Ceilings	70,000,00	•			•		70,000.00	
180	4th Floor Dovice and Pixture Trim	10,000.00			1			10,000.00	•
181	SITE LIGHTING	257.000.00	i interestadores de la composición de la compo			<u>^</u>		257.000.00	
182 183	Furnish Landscape Lighting Furnish Courtyard Lighting	59,000,00						59,000.00	
184	Furnish Sports Lighting	6,000.00	2 6 .					6,000,00	
185	Furnish Parking Lot Pole Lighting	64,000.00						64,000.00	÷
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202	and the second se					14-1 14-1			
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	Original Contract Totals	13,230,000.00	5,528,444.61	36,000.00	1	5,584,444,61	42%	7,665,555.39	558,444,41

HELIX00650

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	 Construction (1) (1) (Construction of Construction (1)) 		WORK CO	MPLETED]				
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
	CHANGE ORDERS				tion of the second s	• • • • • • • • • • • • • • • • • • •			
208	CO#1-Contract Adjustment (inc. above)	1						<u> </u>	*
207	CO#2-Apeo Trailer Hookup	1,622.00	1,622.00		ļ	1,622,00	100%	· •	162.20
208	CO#3-Options (voided change order #)							+:	-
209	CO#4-Overtime B8 & B9	10,000.00	10,000.00			10.000.00	100%	-	1,000.00
210	CO#S-Delete Unility Stubs Phase I	(15,000.00)	(15,000.00)		1	(15,000.00)	100%	1	(1,500.00)
211	CD#6-Delets Site Condults-Phase I & II	(13,000.00)	(13,000.00)			(13,000,00)	100%	. ¹	(1,300.00)
212	CO#7-Building #9 Options	45,472.00	40.367.27	5,104.73		45,472,00	100%	- - +-	4.547.20
213	CO#8a-Building #8 Options	42,994,00	40,524.06	2,469,94		42,994,00	100%	-	4,299,40
214	CO#8b-Additional B8 & B9 Options	40,258,00	40,258.00			40,258,00	100%		4.025,80
215	CO#9-Building #7 Options	25,639.01	24,250.00			24,250,00	95%	1,389,01	2,425,00
216	CO#19-Building #2 OT	3,841.00	3,841,00			3,841.00	100%		384,10
	CO#11-CO2 Receivey	21,500.00	21,500.00			21,500,00	100%	•	2,150,00
218	CO#12-Delta 2 "Red Lines"	76,500.00		57,750.00	-	57,750,00	75%	18,750.00	5,775.00
219	CO#13-C2 Split	53,756.00	53,756,00			53,756,00	100%	-	5,375.60
220	CO#14-Della 3	92,117.00	88,180,75			88,180,75	96%	3,936,25	8,818,08
221	CO#15-Della 5	94,990.00	75,935.00	14,700.00		90,635,00	95%	4,355.00	9,063,50
222	COR #28-Phase II Site Conduits	14,011,00		14,011.00		14,011.00	100%		1,401.10
223	COR #30-Work Order #108	3.559.00		3,559.00		3,559.00	100%		355,90
224	COR #31-Delta 7 Revisions	34,434.00		20,500.00		20,500,00	60%	13,934,00	2,050,00
225	COR #32-Dalta 8 Revisions	63,847.00		38,000.00		38,000.00	60%	25,847,00	3,800,00
226	COR #33-Change Romex to MC	E,183.00		6,183,00	[6,183.00	100%	40	618.30
227	COR Pump House/Guardhouse	62,300.00	1		22.000.00	22,000,00	35%	40,300.00	2,200.00
228	COR Options	14,010.00		14,010.00		14,010.00	100%	-	1,401.00
229	COR #34-Work Order #110	575.00		575.00		575.00	100%	iei	57,50
230	COR #35-Work Order #101	3,640.00		3,640.00		3,640.00	100%		364.00
231	COR #36-Work Order #106	2,669,00		2,669.00		2,869.00	100%	\$	266,90
232	COR #37-Work Order #105	281.00		281.00		281.00	100%		28.10
233	COR #38-Work Order #107	668.00		668.00		658.00	100%		66.80
234	COR #39-Work Order #113	1,668.00		1,665.00		1,665.00	100%	14 N	166,50
235	COR #40-Work Order #111	3,010.00		3,010.00		3,010.00	100%	•	301,00
235	COR #41-Work Order #104	2,028.00		2,028,00	1	2,028.00	100%		202,80
	COR #42-Work Order #112	960,00		980.00		960.00	100%		96.00
	Total Change Orders	694,529.01	372,234.08	191,783.67	22,000.00	588,017,75	84%	108,511.26	58,601,78
	Total Revised Contract	13,924,529,01	5,900,678,69	227,783,67	22,000.00	6,150,462,36	44%	7,774,068.65	615,046.24

*

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: Property Location: Undersigned's Customer: Invoice/Payment Application Number: Payment Amount: Payment Period: ManhattanWest Russell Rd and 215 Beltway CAMCO PACIFIC CONSTRUCTION CO., INC 16713-015

\$224,805.30 December 31, 2008

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 or invoiced after the Payment Period.

Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials or equipment that are the subject of this waiver and release.

Dated: December 15, 2008

Helix Electric

Its: Robert D Johnson, Vice President



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E.

LETTER OF TRANSMITTAL

UF					DATE:	12/17/200	B JOB NO.	16713		
Heli	x Elec	etric			RE:	Manhattan W	est			
CONSTRUC	TORS . EN	GINEERS								
TO:	Camco Pad				PWP#:					
		Lane Suite G		•						
	Las Vegas, NV					Contractor Contractor	la ha sa 1940 - Barda Marina da Marina da			
ATTN:	Attn: Yvonne F	arten		.						
WE ARE SE	NDING YOU	Attached		Under separate cover via the following items						
Shop Dra	wings	OPrints		OPlans		les	Specifica	ations		
Copy of L	etter	Change O	rder	<u> </u>	Submi					
COPIES	DATE	SECTION	1		DESCRIF	PTION	inging a state of the			
1	12/15/2008	1	Paymen	t Application	lnv #	16713-015	,	AND TO A LOCAL OF THE OWNER OF TH		
1	12/15/2008		Conditio	onal Release		12/15/200	B			

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Name:	Edna K Bennett	Receivd by:
Title:	Project Assistant	Printed Name:
PO#		. Chan a share and a share a share a s

P FX# (702) 450-8227

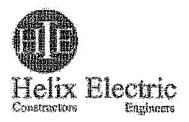
Date:

EBENNETT Notice for: Call to: 798-6655, CAMCO PACIFIC Remote id: 10:16, December 18, 2008 10:16, December 18, 2008 Queued at: Sent at: Phone line: 3 10 Pages: 16713 Dec Billing Description: Status: ok

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Fax

To:	CAMCO PACIFIC
Attn:	Yvonne Farren

From: Eddie Bennett

Date: Thursday, Dec 18, 2008 10:15AM

Total # of pages (including this page): 10

MESSAGE:

Happ Holidays,

Attached is the December billing.

Thank you,

Eddie

Helix Electric, Inc. • 3078 E. Sunset Road, Suit 9 • Las Vegas, NV 89120 License #0053810

HELIX00655

Pay App. #	Date Submitt ed	Payment Period	Amount Sought (Gross)	Payment Due Date	Date Higher- Tiered Party Objected to Pay App (If Any)	Date Payment Received	Amount Paid	Balance Due	Date Sent Dispute in Good Faith Letter
	Camc	o Pacific					والمراجع وال	0.00	
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16713-012	09/19/08	09/30/08	393,841.00	10/30/2008		11/19/2008	175,778.80	218,062.20	
								0.00	
16713-013R1	10/20/08	10/31/08	189,435.38	11/30/2008	11/26/08			189,435.38	
16713-014	11/19/08	11/30/08	177,195.20	12/30/2008		a de la companya de l La companya de la comp		177,195.20	
	CAMCO	TOTALS	760,471.58		unanaidi i i i i maldania anni da		175,778.80	584,692.78	and a second

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CERTIFIED COPY
DOCUMENT A TACHED IS A
TRUE AND CORRECT COPY
OF THE OBIGINAL ON FILE
Maria V Commun.
CLERK OF THE COURT
JA002797

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Transmittal Cover Sheet

Detailed, Grouped by Each Transmittal Number

Manhattan West Building 7: 9215 W. Russell Road, Las Vegas 89148	Project # 0810 Tel: Fax:	Camco Pacific Construction Co., Inc.
Date: 12/8/2008 Transmitted To	Transmitted By	Reference Number: 0169
Laura Cox Cabinetec 2711 East Craig Road, Suite A Nc. Las Vegas, Nevada 89030 Telephone: (702) 649-1010 Fax: (702) 649-7918	Yvonne Farren Camco Pacific Cor 2925 E. Patrick La Las Vegas, NV 89 Tel: (702) 798-661 Fax: (702) 798-665	ne, Suite G 8120 1
Acknowledgement Required		
Package Transmitted For	Delivered	Via
Item # Gty Item Reference D	escription	Status
001 1 Contracts 810.Primf - Cabinetec	Contra	cts 810.Primf - Cabinetec

Cc: Company Name Contact Name Copies Notes

Remarks Enclosed please find one fully executed copy of you subcontract agreement for the above referenced project.

Signature

Signed Date

Page 1

Prolog Manager

Printed on: 12/8/2008 Camco Pacific

CAMCO-MW 01648



JA002798

RATIFICATION AND AMENDMENT OF SUBCONTRACT AGREEMENT CABINETEC

This Ratification and Amendment of Subcontract Agreement ("Ratification") is made as of August 26, 2008 (the "Effective Date"), between CABINETEC ("Subcontractor"), and Camco Pacific Construction Company, Inc. ("Camco").

RECITALS

A. Subcontractor and Asphalt Construction ("APCO") entered Exhibit A (the "Subcontract project located at West Russell Ro

B. Subcontractor and C the Subcontract Agreement, where Subcontract Agreement but, subje conditions of the Subcontract Agree

NOW, THEREFORE, for g which are acknowledged, Subcontrac tion also known as APCO Agreement attached hereto as IanhattanWest Condominiums & County, Nevada.

tify, and agree to the terms of s the "Contractor" under the cation, all other terms and d effect.

Life Financial , the receipt and adequacy of

AGREEMENT

1. <u>Amendments.</u> Attached hereto as <u>Exhibit B</u> are all of the amendments and modifications to the Subcontract Agreement that were executed by APCO and Subcontractor prior to the Effective Date (the "Amendments").

2. <u>Change Orders.</u> Attached hereto as <u>Exhibit C</u> are all of the change orders that have been submitted by Subcontractor to APCO prior to the Effective Date (the "Submitted Change Orders"). Set forth on <u>Exhibit D</u> hereto is a list of the Submitted Change Orders that have been approved by Camco as of the Effective Date (the "Previously Approved Change Orders").

3. <u>Removal of Future Buildings</u>. Notwithstanding any provision of this Ratification, Section 9.8 of the Subcontract Agreement is hereby amended and restated as follows:

9.8 Consideration. Notwithstanding any provision of this Subcontract Agreement, in the event of a partial termination of the Subcontract Agreement, at the time of such termination, if no work has been performed by Subcontractor on a given building or buildings that are subject to such termination, (a) the sole compensation to be paid by Contractor to Subcontractor with respect to such building or buildings shall be an aggregate of \$100 and (b) in no event shall Subcontractor be entitled to profit, markup, or compensation for any form of bulk discounts on services or work not performed.

4. <u>Subcontractor Scope of Work</u>. Notwithstanding any provision of this Ratification, the second paragraph of Exhibit A Subcontractor Scope of Work APCO Contract No. 168-18 is hereby amended and restated as follows:

The Scope of Work shall consist of the following:

Buildings 8 & 9 complete kitchen and bath cabinets: 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 KITCHEN AND BATH CABINETS COMPLETE FOR BUIDINGS 8 & 9 pursuant to the Project Drawing List for the following amounts per building: BLDG 7 CAN BE ADDED AS A CHANGE ORDER IN THE AMOUNT OF \$261,985.00 AS PREVIOUSLY AGREED UPON.

Building	Amount
Building 1	\$[xxx]
Building 2	\$[xxx]
Building 3	\$[xxx]
Building 4	\$[xxx]
Building 5	\$[xxx]
Building 6	\$[xxx]
Building 7	\$[xxx]
Building 8	\$264,395.00
Building 9	\$264,395.00
Building 10	\$[xxx]
Building 11	\$[xxx]
Building 12	\$[xxx]
Total:	\$528,790.00

Notwithstanding any provision of this Subcontract Agreement, Contractor has (a) delivered to Subcontractor a disk entitled "ManhattanWest Construction Drawings August 29, 2008" containing all of the actual drawings, documents, and submittals for the Project (excluding the shop drawings) and (b) made available to

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Subcontractor all of the shop drawings for the Project (collectively, the "**Project Drawing List**"). Prior to the effective date, (a) Subcontractor received and reviewed the drawings, documents, and submittals contained in such Project Drawing List and (b) both parties hereby acknowledge that the version of such documents as of the Effective Date are hereby incorporated into this Agreement and shall serve as the relevant design documents for purposes of this Agreement.

Notwithstanding any provision of this Subcontract Agreement, the Scope of Work for (a) Buildings 2, 3, 7, 8, and 9 must be completed pursuant to the updated ManhattanWest Camco Pacific Construction Schedule, dated August 22, 2008 and attached hereto as <u>Schedule 1</u> (the "Camco Schedule") and (b) Buildings 1, 4, 5, 6, 10, 11, and 12 must be completed pursuant to the schedule to be delivered to Subcontractor by Contractor at the time that work on such buildings is commenced. Furthermore, it is expressly understood that Subcontractor shall provide such additional manpower and/or work such additional shifts as are reasonably requested by Camco, without additional expense to Camco.

5. <u>Ratification</u>. Subcontractor and Camco agree that (a) the terms of the Subcontract Agreement (as amended by this Ratification and including all Amendments, Previously Approved Change Orders, and the Camco Schedule) will govern their relationship regarding the Project, (b) Camco will be the "Contractor" under the Subcontract Agreement, and (c) Subcontractor and Camco agree to perform and fulfill all of the executory terms, covenants, conditions, and obligations required to be performed and fulfilled thereunder by Subcontractor and Camco, respectively. Additionally, Subcontractor and Camco will be entitled to receive all of the benefits of the executory terms, covenants, conditions, and obligations required to be performed and fulfilled by Camco and Subcontractor, respectively. Notwithstanding any provision of this Ratification, this Ratification shall not be construed as an (i) approval or acceptance by Camco of the Submitted Change Orders that are not Previously Approved Change Orders.

6. <u>Value Engineering</u>. In the event that Camco delivers written notice to Subcontractor of a specific value engineering initiative (the "<u>VE Initiative</u>"), Subcontractor will provide to Camco, within three days, a revised price reflecting the VE Initiative and including all back-up and price breakdowns reasonably requested by Camco (the "<u>Value Engineering Deduct</u>"). Notwithstanding any provision of this Ratification or the Subcontract, in the event that Subcontractor fails to comply with the previous sentence of this Section 6, Camco shall have the right to unilaterally remove the work associated with the VE Initiative from the Scope of Work. Notwithstanding any provision of this Ratification or the Subcontract, in the event that the amount of the Value Engineering Deduct is not reasonably acceptable to Camco, Camco shall have the right to obtain an alternate price from a third-party, and if Subcontractor fails to meet such price, Camco shall have the right to unilaterally remove the right to unilaterally remove the work associated with the VE Initiative from the VE fails to meet such price, Camco shall have the right to unilaterally remove the right to unilaterally remove the right to unilaterally remove the Work associated with the VE Initiative from the Scope of Work.

7. <u>APCO Relationship</u>. Notwithstanding any provision of this Ratification, this Ratification shall not (a) be construed to alter the contractual relationship between APCO and Subcontractor prior to the Effective Date or (b) prejudice any rights or obligations of APCO and

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Subcontractor, to each other, arising or applicable under the Subcontract Agreement prior to the Effective Date.

8. <u>Third-Party Beneficiary.</u> Notwithstanding any provision of this Ratification or the Subcontract Agreement, it is expressly agreed that Gemstone Development West, Inc. is an intended third-party beneficiary of the obligations of Subcontractor under the Subcontractor Agreement, including without limitation, any indemnity, warranty, insurance, or liquidated damage provisions.

9. <u>Successors and Assigns</u>. This Assignment is binding on and inures to the benefit of the parties to it, their heirs, executors, administrators, successors in interest, and assigns.

10. <u>Governing Law</u>. This Assignment will be construed, interpreted, and enforced in accordance with, and governed by, the laws of the State of Nevada, including Nevada's statutes of limitations, but without regard to Nevada's conflicts of laws provisions.

11. <u>Further Assurances</u>. The parties agree to execute all instruments and documents of further assurance and will do any and all such acts as may be reasonably required to carry out their obligations and to consummate the transactions contemplated herein.

IN WITNESS WHEREOF, the parties have executed this Ratification as of the Effective Date.

Subcontractor ABINETECTINC corporation Its: Coo

Camco

Cameo Pacific Construction Company, Inc., a California corporation

Bv: Its: SY

SCHEDULE 1 TO EXHIBIT A TO THE SUBCONTRACT AGREEMENT

Camco Schedule

attached

CAMCO-MW 01653

EXHIBIT A TO THE RATIFICATION

Subcontract Agreement

attached

CAMCO-MW 01654

SUBCONTRACT AGREEMENT

PROJECT: The West Manhattan Condominiums Contract NO. 168-18 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 CabineTec

2711 E. Craig Road Suite A North Las Vegas, NV 89030 P 702-649-1010 F 702-649-7918

. (hereinafter called the "Subcontractor").

Subcontractor's NV Contractor's License No. 27189

Limit: \$550,000.00

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.
- 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

APCO Construction Subcontractor

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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 Iower tier subcontractors and suppliers to full compliance with all Contract Documents, including all performance obligations and responsibilities which subcontractor assumes toward Contractor.

Scope of Work

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- 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
- 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.

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. <u>Contract Price and Payments</u>

- 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 Exhibit "A": Subcontractor's Scope of Work.
- 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

APCO Construction Subcontractor

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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.

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-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 Contractor or the Contract Documents.

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 property 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.

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 Walver 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

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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.

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.

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 described in the Contract Documents; (b) The approval and final acceptance of the project 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 subsubcontractor, 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.

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,

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

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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.

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

(C)

(b)

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.

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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.

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.

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.

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- 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

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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 be at 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. <u>Assignments</u>

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.

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<u>Taxes</u>

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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

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.

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 or winder 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

APCO Construction Subcontractor Page 7 of 17

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.

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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.

9. <u>Termination for Convenience</u>

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9.1 Right to Terminate for Convenience. The Contractor shall have the right to terminate for convenience, 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.

APCO Construction Subcontractor Page 8 of 17

Notice to Subcontractor. The Contractor 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 notice by the Subcontractor.

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

APCO Construction Subcontractor

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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

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.

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,

- 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.
- 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.
- Comprehensive General Liability or Commercial General Liability, "Occurrence Form" only. "Claims Made" is not acceptable. The limits of liability shall not be less than:
 - a) Comprehensive General Liability: \$1,000,000 combined single limit bodily/property damage per occurrence or,

APCO Construction Subcontractor,

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- 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).
- 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.
- 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."
- 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

b)

a) <u>General Indemnity</u>: 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,

APCO Construction Subcontractor

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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 indemnity the Indemnities with respect to damages which are ultimately determined to be due the sole negligence or willful misconduct of the Indemnities.

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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

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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. <u>Patents</u>

- 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

APCO Construction Subcontractor

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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

15.1 All loss or damage to Subcontractors' work resulting from any cause whatsoever 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. <u>Arbitration</u>

- 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

APCO Construction Subcontractor

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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.

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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.

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- 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. <u>Miscellaneous</u>

- 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.

APCO Construction

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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.

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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.

CabineTec Anc. PCO CONSTRUCTION Leo Duckstein roject Manager V.P. Sales & Marketing TITLE Cabinetec Inc.

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:

ITEM#			a th train	011/	The last 1 and 1 and		
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		DESCRIPTION	UNIT	LI II	PRICE	TOTAL	•

<u>Kitchen and Bath Cabinets Complete:</u> For buildings 8 & 9 Complete work per governing codes, furnish and install all necessary Design, Labor, Material, Equipment, Cartage, Freight, Supervision, Ancillary Items Taxes and Necessary Insurance to install and complete all kitchen and bath cabinets per plans by <u>OZ Architecture, Redwine</u> <u>Engineering, Jordan & Skala Engineers, WRG Engineering.</u> See attached Project Drawing List, in the amount of Five Hundred Twenty Eight Thousand Seven Hundred and Ninety Dollars and no/100, (\$528,790.00) for the project. Building No. 7 (Type III) will be added as a Change Order for the Agreed upon amount of Two Hundred Sixty One Thousand Nine Hundred Eighty Five dollars and no/100 (\$261,985.00)

CabineTec. Inc

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Leo-Duckstein V.P. Sales & Marketing Cabinetec Inc.

APCO Construction

APCO CONSTRUCTION Project Manager TITLE

CAMCO-MW 01669

APCO-TR-EX0184-0022

JA002819

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

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- (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 "<u>Daily Work Report</u>" (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.

APCO Construction Subcontractor/

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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.

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NOTICE TO ALL SUBCONTRACTORS

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(I)

We have been requested by the Internal Revenue Service to comply with Regulation 1.604-1(d), which requires that we issue a 1099 Form on the compensation paid to you by APCO Construction.

Please Indicate whether you are a Corporation or not and furnish your Social Security Number if you are not a Corporation or your Federal Tax ID Number, if you are a Corporation.

Corporation: Yes or No	
Social Security No.:	
Federal Tax ID No.: 80-0530480 By:	?
Signature	-
4/28/08	Junto co
Date /	Title Leo Duckstein V.P. Sales & Marketing Cabinetec Inc.



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EXHIBIT B TO THE RATIFICATION

n D

Amendments

CAMCO-MW 01672

EXHIBIT C TO THE RATIFICATION

Submitted Change Orders

CAMCO-MW 01673

EXHIBIT D TO THE RATIFICATION

C

Previously Approved Change Orders

CAMCO-MW 01674

CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE AND CORRECT COPY
OF THE OBIGINAL ON FILE
Altra & Commence
CLERK OF THE COURT
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IN THE SUPREME COURT OF THE STATE OF NEVADA

Supreme Court Case No. 77320 Consolidated with 80508

HELIX ELECTRIC OF NEVADA, LLC,

Appellant,

v.

APCO CONSTRUCTION, INC., A NEVADA CORPORATION,

Respondent.

JOINT APPENDIX VOLUME 50

Eric B. Zimbelman, Esq. (9407) **PEEL BRIMLEY LLP** 3333 E. Serene Avenue, Suite 200 Henderson, NV 89074-6571 Telephone: (702) 990-7272 Facsimile: (702) 990-7273 <u>ezimbelman@peelbrimley.com</u> *Attorneys for Appellant Helix Electric of Nevada, LLC* Mary E. Bacon, Esq. (12686) **SPENCER FANE LLP** 400 S. Fourth Street, Suite 500 Las Vegas, NV 89101 Telephone: (702) 408-3411 Facsimile: (702) 408-3401 <u>MBacon@spencerfane.com</u>

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CHRONOLOGICAL APPENDIX OF EXHIBITS

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
06-24-09	Helix Electric's Statement of Facts Constituting Lien and Third-Party Complaint	JA000001- JA000015	1
08-05-09	APCO's Answer to Helix's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA000016 – JA000030	1
04-26-10	CAMCO and Fidelity's Answer and CAMCO's Counterclaim	JA000031- JA000041	1
07-02-10	Order Striking Defendant Gemstone Development West, Inc.'s Answer and Counterclaim and Entering Default	JA000042- JA000043	1
06-06-13	APCO's Limited Motion to Lift Stay for Purposes of this Motion Only; (2) APCO's Motion for Summary Judgment Against Gemstone Only; and (3) Request for Order Shortening Time	JA000044- JA000054	1
	Exhibit 1 – Affidavit of Randy Nickerl in Support of (I) APCO's Limited Motion to Lift Sta for Purposes of this Motion Only; (2) APCO's Motion for Judgment Against Gemstone Only		1/2/4/5/6
	Exhibit 2 – Findings of Fact and Conclusions of Law and Judgment in Favor of APCO Construction Against Gemstone Development West, Inc. Only	JA000317- JA000326	6

<u>Date</u>	Description	<u>Bates</u> Number	<u>Volume(s)</u>
06-13-13	Docket Entry and Minute Order Granting APCO's Motion for Summary Judgment Against Gemstone	JA000327	6
08-02-17	Peel Brimley Lien Claimants'Motion for Partial SummaryJudgment Precluding DefensesBased on Pay-if-PaidAgreements and Ex ParteApplication for OrderShortening Time	JA000328- JA000342	6
	Exhibit 1 – APCO Construction's Answers to Helix Electric of Nevada, LLC's First Request for Interrogatories		6
	Exhibit 2 – Camco Pacific Construction Company, Inc.'s Responses to Helix Electric of Nevada, LLC's Interrogatories		6
08-21-17	APCO Construction's Opposition to Peel Brimley Lien Claimants' Partial Motion for Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA000393- JA000409	6/7
	Exhibit A – Excerpt from 30(b)(6) Witness for Helix Electric of Nevada, LLC taken July 20, 2017	JA000410- JA000412	7
09-28-17	Peel Brimley Lien Claimants' Reply to Oppositions to Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA000413- JA00418	7
11-06-17	Peel Brimley Lien Claimants' Motion in Limine Nos. 1-6	JA000419- JA000428	7

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Exhibit 1 – Notice of Entry of Order	JA000429 JA000435	7
	Exhibit 2 – Amended Notices of 30(b)(6) Deposition of Camco Pacific Construction Company, Inc. from Cactus Rose Construction, Inc., Fast Glass, Inc.'s, Heinaman Contract Glazing, Inc. and Helix Electric of Nevada, LLC's	JA000436- JA000472	7/8
	Exhibit 3 – Excerpt from David E. Parry's Deposition Transcript taken June 20, 2017	JA000473 JA00489	8
	Exhibit 4 – Cactus Rose Construction, Inc.'s First Set of Request for Admissions to Camco Pacific Construction		8
	Exhibit 5 – Fast Glass, Inc.'s First Set of Request for Admissions to Camco Pacific Construction	JA000501- JA000511	8
	Exhibit 6 – Heinaman Contract Glazing, Inc.'s First Set of Request for Admissions to Camco Pacific Construction		8
	Exhibit 7 – Helix Electric of Nevada, LLC's First Set of Request for Admissions to Camco Pacific Construction	JA000523-	8
11-06-17	Helix Electric of Nevada's Motion <i>in Limine</i> Nos. 1-4	JA000534- JA000542	8
	Exhibit 1 – Notice of Entry of Order		8
	Exhibit 2 – Helix Electric of Nevada, LLC's Amended Notice of 30(b)(6) Deposition of APCO Construction	JA000550 JA000558	8/9

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Exhibit 3 - Excerpts from Brian Benson Deposition Transcript taken June 5, 2017	JA000559 JA000574	9
	Exhibit 4 – Excerpts from Mary Jo Allen's Deposition Transcript taken July 18, 2017	JA000575- JA000589	9
11-06-17	APCO Construction, Inc.'s Omnibus Motion <i>in Limine</i>	JA000590 JA000614	9
	Exhibit 1 – Second Amended Notice of taking NRCP Rule 30(b)(6) Deposition of Person Most Knowledgeable for Zitting Brothers Construction, Inc.	JA000615- JA000624	9
	Exhibit 2 – Zitting Brothers Construction, Inc.'s Motion for Partial Summary Judgment Against APCO Construction		9
	Exhibit 3 – Excerpts from Samuel Zitting's Deposition Transcript taken October 27, 2017	JA000647- JA000678	9/10
	Exhibit 4 – Statement of Facts Constituting Lien on Behalf of Buchele, Inc.	JA000679- JA000730	10
	Exhibit 5 – Subcontract Agreement dated April 17, 2007	JA000731- JA000808	10/11
	Exhibit 6 – Subcontract Agreement dated April 17, 2007	JA000809- JA000826	11/12
	Exhibit 7 – Email from Mary Bacon dated October 16, 2017	JA000827- JA000831	12
	Exhibit 8 – Email from Mary Bacon dated October 17, 2017	JA000832- JA000837	12
	Exhibit 9 – Email from Eric Zimbelman dated October 17, 2017	JA000838- JA000844	12
	Exhibit 10 – Special Master Report, Recommendation and District Court Order	JA00845- JA000848	12

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Exhibit 11 – Plaintiff in Intervention, National Wood Products, Inc.'s Initial Disclosures Pursuant to NRCP 16.1		12
	Exhibit 12 – Plaintiff in Intervention, National Wood Products, Inc.'s First Supplemental Disclosures Pursuant to NRCP 16.1	JA000857- JA000864	12
	Exhibit 13 – Amended Notice of Taking NRCP Rule 30(b)(6) Deposition of Person Most Knowledgeable for Helix Electric of Nevada, LLC	JA000865- JA000873	12
	Exhibit 14 – Excerpts from Helix Electric of Nevada, LLC's 30(b)(6) Witness Deposition Transcript taken July 20, 2017	JA000874-	12
11-14-17	Camco Pacific Construction Company, Inc.'s Opposition to Lien Claimants' Motions in Limine Nos. 1-6		12
	Exhibit A – Nevada Construction Services Cost Plus GMP Contract Disbursement Agreement	JA000906- JA000907	12
	Exhibit B – Scott Financial Corporation's April 28, 2009 letter to the Nevada State Contractor's Board	JA000908- JA000915	2/13
	Exhibit C – E-mail from Alex Edelstein dated December 15, 2008 Re: Letter to Subs	JA000916- JA000917	13
	Exhibit D – Camco Pacific's letter dated December 22, 2008	JA000918- JA000920	13
	Exhibit E – Order Approving Sale of Property	JA000921- JA000928	13

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
11-14-17	APCO Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC's Motions <i>in</i> <i>Limine</i> Nos. 1-4	JA000929- JA000940	13/14
	Exhibit 1 – Excerpts from the Deposition Transcript of Mary Jo Allen taken July 18, 2017	JA000941- JA000966	14/15/16
	Exhibit 2 – Helix Electric's Manhattan West Billing/Payment Status through August 2008	JA000967- JA000969	16/17
	Exhibit 3 – Excerpts from the Deposition Transcript of Andrew Rivera taken July 20, 2017	JA000970- JA000993	17/18/19
11-14-17	HelixElectricofNevada'sOppositiontoAPCOConstruction'sOmnibusMotion in Limine	JA000994- JA001008	20
	Exhibit 1 – Excerpts from the Deposition Transcript of Brian Benson taken June 5, 2017	JA001009- JA001042	20
	Exhibit 2 - Excerpts from the Deposition Transcript of Brian Benson taken June 5, 2017	JA001043- JA001055	20
	Exhibit 3 – Special Master Order Requiring Completion of Questionnaire	JA001056- JA001059	20
	Exhibit 4 – Excerpts from the Deposition Transcript of the 30(b)(6) Witness for Helix Electric of Nevada taken July 20, 2017	JA001060- JA001064	20
	Exhibit 5 - Excerpts from the Deposition Transcript of David E. Parry taken June 20, 2017	JA001065 JA001132	20/21
11-15-17	APCO Construction, Inc.'s Reply in Support of its Omnibus <i>Motion in Limine</i>	JA001133 JA001148	21

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Exhibit 1 – Special Master Report Regarding Discovery Status	JA001149- JA001151	21
	Exhibit 2 – Notice of Taking NRCP Rule 30(b)(6) Deposition of the Person Most Knowledgeable for Zitting Brothers Construction, Inc.	JA001152- JA001160	21
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	Trial Exhibit 314 - Declaration of Victor Fuchs in support of Helix's Motion for Partial Summary Judgment against Gemstone (Admitted)	JA005802- JA005804	80

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	Exhibit 3 – Plaintiff in Intervention, National Wood Products, Inc.'s Findings of Fact and Conclusions of Law (Proposed)	JA006370- JA006385	86/87
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	Exhibit 7 – Declaration of John Randall Jefferies, Esq. in Support of APCO Construction, Inc.'s Motion for Attorney's Fees and Costs	JA006407- JA006411	87
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05-31-18	Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC Against Camco Construction, Co., Inc.]	JA006522 JA006540	89
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11-06-17	Peel Brimley Lien Claimants' Motion in Limine Nos. 1-6	JA000419- JA000428	7
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	Exhibit 3 – Excerpt from David E. Parry's Deposition Transcript taken June 20, 2017	JA000473 JA00489	8
	Exhibit 4 – Cactus Rose Construction, Inc.'s First Set of Request for Admissions to Camco Pacific Construction	JA00490 JA000500	8
	Exhibit 5 – Fast Glass, Inc.'s First Set of Request for Admissions to Camco Pacific Construction	JA000501- JA000511	8
	Exhibit 6 – Heinaman Contract Glazing, Inc.'s First Set of Request for Admissions to Camco Pacific Construction	JA000512- JA000522	8
	Exhibit 7 – Helix Electric of Nevada, LLC's First Set of Request for Admissions to Camco Pacific Construction	JA000523- JA000533	8
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01-09-18	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	JA001552- JA001560	27
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07-19-18	Plaintiff-in-InterventionNationalWoodProducts, Inc.'sSurreply toAPCOConstruction'sReply toPlaintiff-in-InterventionNationalWoodProducts, Inc.'sOpposition toMotion for Attorney's Fees and Costs	JA007246- JA007261	100
01-10-18	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	JA001561- JA001573	27
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	Trial Exhibit 19 – Video (Construction Project)	JA002287	N/A
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	Trial Exhibit 22 – Video (Construction Project)	JA002290	N/A
	Trial Exhibit 29 - Email from J. Robbins to Subcontractors re: Billing Cut-Off for August Billing	JA002285	39
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	Trial Exhibits 33 and 126 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed)	JA002309- JA002310	39
	Exhibit 34 and 128 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed)	JA002311- JA002312-	40
	Trial Exhibit 35 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002313- JA002314	40
	Exhibit 36 and 130 -Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002315- JA002316	40

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Trial Exhibits 37 and 131 -Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002317- JA002318	40
	Trial Exhibits 38 and 132 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002319- JA002320	41
	Trial Exhibit 39 -Email from K. Costen to Subcontractors informing that Manhattan West Project no longer open	JA002321- JA002322	41
	Trial Exhibit 40- Letter from D. Parry to Subcontractors Re: Funding Withdrawn	JA002323 JA002326	41
	HELIX Related Exhibits:		41
	Trial Exhibit 46 - Helix Pay Application No. 16713-008R1 with Proof of Payment	JA002327- JA002345	41
	Trial Exhibit 47 - Helix Pay Application No. 16713-009R1 with Proof of Payment	JA002346- JA002356	41
	Trial Exhibit 48 - Email from R. Nickerl to B. Johnson Re: Work Suspension Directive	JA002357- JA002358	41
	Trial Exhibit 49 -Helix Pay Application No. 16713-010R2 with Proof of Payment	JA002359- JA002364	41/42
	Trial Exhibit 50 - Unconditional Waiver and Release re: Pay Application No. 8 with Copy of Payment	JA002365- JA002366	42
	Trial Exhibit 51 - Photo re: Building 8 & 9, South (No Exterior fixtures installed. Helix billed out at 90%)	JA002367- JA002368	42
	Trial Exhibit 52 -Photo re: Building 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002369- JA002370	42
	Trial Exhibit 53 -Photo re: Building - 2 & 3, West (No Exterior fixtures installed. Helix billed out at 90%)	JA002371- JA002372	42

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Trial Exhibit 54 - Photo re: Building - 2 & 3, East (No Exterior fixtures installed. Helix billed out at 90%)	JA002373- JA002374	42
	Trial Exhibit 55 - Photo re: Building 2 & 3, East (No Exterior fixtures installed. Helix billed out at 90%)	JA002375- JA002376	42
	Trial Exhibit 56 - Photo re: Building 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002377- JA002378	42
	Trial Exhibit 57 - Photo re: Building 2 & 3, and 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002379- JA002381	42
	Trial Exhibit 58 - Helix Pay Application No. 16713-011R1 submitted to Owner	JA002382- JA002391	42
	Trial Exhibit 59 - Helix Pay Application No. 16713-011R1 given to Camco with Proof of Payment	JA002392- JA002405	43
	Trial Exhibit 60 - Helix Retention Rolled to Camco	JA002406- JA002415	43
	Trial Exhibit 61 - Unconditional Waiver and Release re: all Invoices through June 30, 2008 with Proof of Payment	JA002413- JA002415	43
	Trial Exhibit 62 - Photo re: Building 8 & 9, South	JA002416- JA002417	43
	Trial Exhibit 63 - Photo re: Building 2 & 3, West	JA002418- JA002419	43
	Trial Exhibit 64 - Photo re: Building 2 & 3, West	JA002420- JA002421	43
	Trial Exhibit 65 - Photo re: Building 2 & 3, South	JA002422- JA002423	43
	Trial Exhibit 66 - Letter of transmittal from Helix to APCO re: Helix Pay Application No. 16713-011R1	JA002424- JA002433	43
	Trial Exhibit 67 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002435- JA002436	43

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Trial Exhibit 68 -Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002437- JA002438	43
	Trial Exhibit 69 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002439- JA002440	43
	Trial Exhibit 70 - Photo re: Building 8 & 9, South (No exterior fixtures installed. Helix billed out 90%)	JA002441- JA002442	43
	Trial Exhibit 71 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002443- JA002444	43
	Trial Exhibit 72 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002445- JA002446	43
	Trial Exhibit 73 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002447- JA002448	43
	Trial Exhibit 74 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002448- JA002449	43
	Trial Exhibit 75 - Unconditional Release re: Pay Application No. 16713-011R1 with Proof of Payment	JA002450- JA002456	43
	Exhibit 77 - Helix Statement of Facts Constituting Notice of Lien and Third- Party Complaint		43
	Zitting Brothers Related Exhibits:		
	Trial Exhibit 100 - Check No. 14392 payable to Zitting (\$27,973.80); Progress Payment No. 7	JA002495- JA002497	44
	Trial Exhibit 101 - Email from R. Nickerl to R. Zitting re: Change Orders	JA002498- JA002500	44
	Trial Exhibit 102 -Email from L. Lynn to J. Griffith, et al. re: Change Order No. 00011 "pending"	JA002501- JA002503	44

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Trial Exhibit 103- Email from R. Zitting to R. Nickerl re: change orders adjusted to \$30 per hour	JA002504- JA002505	44
	Trial Exhibit 104 - Email from R. Zitting to R. Nickerl re: change orders adjusted to \$30 per hour with copies of change orders	JA002506- JA002526	44
	Trial Exhibit 105 - Ex. C to the Ratification – Zitting Quotes	JA002527- JA002528	44
	Trial Exhibit 106 - Unconditional Lien Release – Zitting (\$27,973.80)	JA002529	44
	Trial Exhibit 108 - Photo of Video (Construction Project)	JA002530- JA002531	44
	Trial Exhibit 109 - Photo of Video (Construction Project)	JA002532- JA002533	44
	Trial Exhibit 110 - Photo of Video (Construction Project)	JA002534- JA002535	44
	Trial Exhibit 111 - Photo of Video (Construction Project)	JA002536- JA002537	44
	Trial Exhibit 112 - Photo of Video (Construction Project)	JA002538- JA002539	44
	Trial Exhibit 113 -Photo of Video (Construction Project)	JA002550- JA002541	44
	Trial Exhibit 114 -Photo of Video (Construction Project)	JA002542- JA002543	44
	Trial Exhibit 115 - Progress Payment No. 9 Remitted to Zitting	JA002544- JA002545	44
	Trial Exhibit 116 - Ratification and Amendment of Subcontract Agreement between Buchele and Camco	JA002546- JA002550	44
	Trial Exhibit 117 - C to the Ratification	JA002551- JA002563	44
	Trial Exhibit 118 - Q&A from Gemstone to subcontracts	JA002564- JA002567	44
	Trial Exhibit 119 - Check No. 528388 payable to APCO (\$33,847.55) – Progress Payment No. 8.1 and 8.2	JA002568- JA002571	44

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Trial Exhibit 120 - Tri-City Drywall Pay Application No. 7 to APCO as submitted to Owner. Show percentage complete for Zitting	JA002572- JA002575	44/45
	Trial Exhibit 127 - Photo of Video (Construction Project)	JA002576- JA002577	45/46
	Trial Exhibit 128 - Photo of Video (Construction Project)	JA002578- JA002579	46
	Trial Exhibit 129 - Photo of Video (Construction Project)	JA002580- JA002581	46
	Trial Exhibit 138 - Memo from Scott Financial to Nevada State Contractors Board Re: Explanation of Project Payment Process	JA002582- JA002591	46
	Trial Exhibit 152 -Terms & Conditions modified by APCO, Invoices and Check Payment	JA002592- JA002598	46
	National Wood Products Related Exhibits:		
	Trial Exhibit 160 - Documents provided for settlement	JA002599- JA002612	46
	CAMCO Related Exhibits:		
	Trial Exhibit 163 - Camco Pay Application No. 12 to Gemstone	JA002613- JA002651	46/47
	Trial Exhibit 165 - Letter from D. Parry to A. Edelstein re: Gemstone losing funding for project	JA002652- JA002653	47
	Trial Exhibit 166 - Letter from D. Parry to G. Hall re: withdrawal of funding	JA002654 JA002656	47
	Helix Related Exhibits:		47
	Trial Exhibit 169 - Helix Exhibit to Standard Subcontract Agreement with Camco	JA 002665 JA002676	47/48
	Trial Exhibit 170 - Subcontract Agreement between Helix and Camco (unsigned)	JA002677- JA002713	48

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Trial Exhibit 171 - Work Order No. 100	JA002714- JA002718	48
	Trial Exhibit 172 - Letter from J. Griffith to Victor Fuchs Re: Gemstone's intention to continue retention of Helix w/copy of Ratification and Amendment of Subcontract Agreement	JA002719- JA002730	48
	Trial Exhibit 173 - Helix Pay Application No. 16713-012 to Camco with proof of payment	JA002731- JA002745	48
	Trial Exhibit 174 - Helix Change Order Request No. 28	JA002746- JA002747	48
	Trial Exhibit 175 - Change Notice No. 41	JA002748- JA002751	48
	Trial Exhibit 176 - Helix Pay Application No. 16713-013 to Camco	JA002752- JA002771	48/49
	Trial Exhibit 177 - Helix Pay Application No. 16713-014 to Camco	JA002772- JA002782	49
	Trial Exhibit 178 - Camco's letter to Helix rejecting Pay Application No. 16713-015 with attached copy of Pay Application	JA002783 JA002797	49
	National Wood/Cabinetec Related		
	Exhibits: Trial Exhibit 184 - Ratification and Amendment of Subcontract Agreement between CabineTec and Camco (fully executed copy)	JA002798- JA002825	49
	General Related Exhibits:		
	Trial Exhibit 218 - Camco/Owner Pay Application No. 11 w/Backup	JA002826- JA003028	50/51/52
	Trial Exhibit 220 - Camco/Owner Pay Application No. 12 w/Backup	JA003029- JA003333	52/53/54/55
	Trial Exhibit 313 - Letter from A. Edelstein to R. Nickerl re: NRS 624 Notice	JA003334- JA003338	55
	Helix Trial Exhibits:		

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Trial Exhibit 501 - Payment Summary	JA003339 - JA003732	55/56/57/ 58/59/60
	Trial Exhibit 508 – Helix Pay Application	JA003733- JA003813	60/61
	Trial Exhibit 510 - Unsigned Subcontract	JA003814- JA003927	61/62
	Trial Exhibit 512 - Helix's Lien Notice	JA003928- JA004034	62/63
	Trial Exhibit 522 - Camco Billing		63/64/65/66/6 7/
		JA004035- JA005281	68/69/70 /71/72 /73/74/75/ 76/77
01-17-18	Transcript Bench Trial (Day 1) ⁵	JA001668- JA001802	29/30
	Trial Exhibit 1 - Grading Agreement (Admitted)	JA001803- JA001825	30
	Trial Exhibit 2 – APCO/Gemstone General Construction Agreement (Admitted)	JA001826- JA001868	30
	Trial Exhibit 3 - Nevada Construction Services /Gemstone Cost Plus/GMP Contract Disbursement Agreement (Admitted)	JA001869- JA001884	30
	Trial Exhibit 4 - APCO Pay Application No. 9 Submitted to Gemstone <i>(Admitted)</i>	JA001885- JA001974	30/31/32
	Trial Exhibit 5 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work <i>(Admitted)</i>	JA001975- JA001978	32
	Trial Exhibit 6 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work <i>(Admitted)</i>	JA001979- JA001980	32
	Trial Exhibit 10 - Letter from J. Barker to A. Edelstein Re: Notice of Intent to Stop Work (Second Notice) <i>(Admitted)</i>	JA001981- JA001987	32

⁵ Filed January 31, 2018

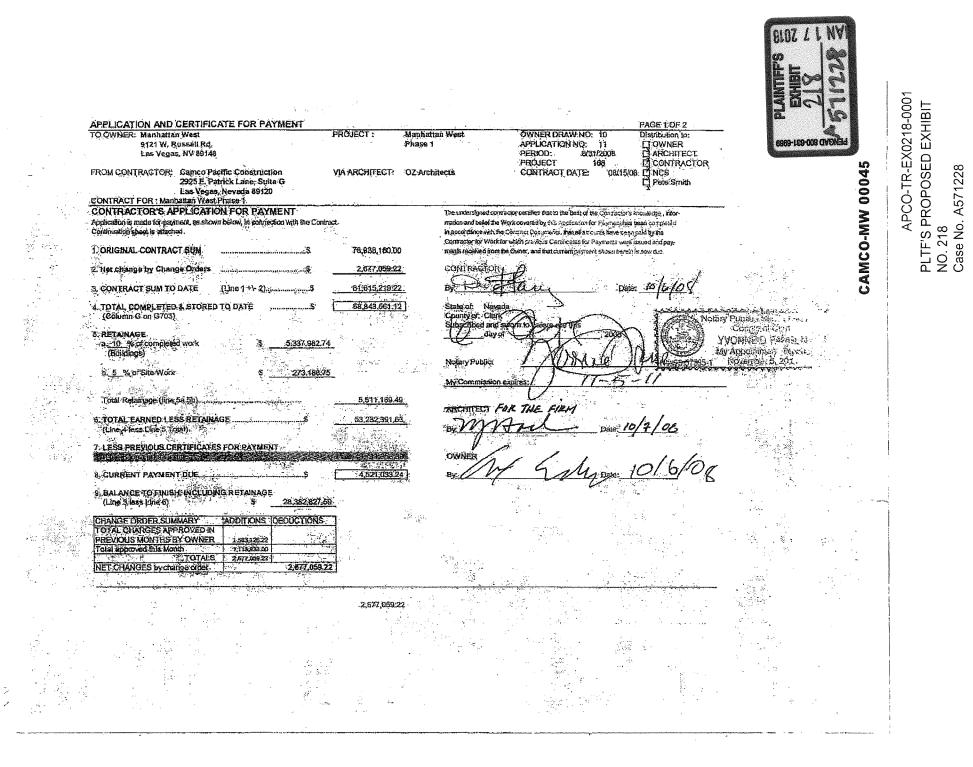
Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Trial Exhibit 13 - Letter from A. Edelstein to Re. Nickerl Re: Termination for Cause (Gemstone) <i>(Admitted)</i>	JA001988- JA002001	32
	Trial Exhibit 14 - Letter from W. Gochnour to Sean Thueson Re: [APCO's] Response to [Gemstone's] Termination for Cause <i>(Admitted)</i>	JA002002- JA002010	33
	Trial Exhibit 15 - Letter from R. Nickerl to A. Edelstein Re: 48-Hour Notices (Admitted)	JA002011- JA002013	33
	Trial Exhibit 16 - Email from J. Horning to A. Berman and J. Olivares re: Joint Checks (<i>Admitted</i>)	JA002014	33
	Trial Exhibit 23 - APCO Subcontractor Notice of Stopping Work and Letter from J. Barker to A. Edelstein Re: Notice of Stopping Work and Notice of Intent to Terminate Contract (<i>Admitted</i>)	JA002015- JA002016	33
	Trial Exhibit 24 - Letter from R. Nickerl to Clark County re: Notification of APCO's withdrawal as General Contractor of Record <i>(Admitted)</i>	JA002017- JA002023	33
	Trial Exhibit 26 - Email from J. Gisondo to Subcontractors re: June checks (<i>Admitted</i>)	JA002024	34
	Trial Exhibit 27 - Letter from A. Edelstein to R. Nickerl re: June Progress Payment (Admitted)	JA002025- JA002080	34
	Trial Exhibit 28 - Letter from J. Barker to A. Edelstein Re: Termination of Agreement for GMP (<i>Admitted</i>)	JA002081	34
	Trial Exhibit 31 - Transmission of APCO's Pay Application No. 11 as Submitted to Owner (Admitted)	JA002082- JA002120	34/35
	Trial Exhibit 45 - Subcontractor Agreement (Admitted)	JA002121- JA002146	35

Date	Description	<u>Bates</u> <u>Number</u>	<u>Volume(s)</u>
	Trial Exhibit 162 - Amended and Restated General Construction Agreement between Gemstone and CAMCO (Admitted)	JA002147- JA002176	35/36
	Trial Exhibit 212 - Letter from Edelstein to R. Nickerl re: NRS 624 Notice (Admitted)	JA002177- JA002181	36
	Trial Exhibit 215 - Email from C. Colligan to Subcontractors re: 48-hour Termination Notice <i>(Admitted)</i>	JA002182- JA002185	36
	Trial Exhibit 216 - Email from C. Colligan re: Meeting with Subcontractors (Admitted)	JA002186- JA002188	36
	Trial Exhibit 506 – Email and Contract Revisions (Admitted)	JA002189 – JA002198	36
01-18-18	Transcript – Bench Trial (Day 2) ⁶	JA005284- JA005370	78
	Trial Exhibit 535 – Deposition Transcript of Andrew Rivera (Exhibit 99) (Admitted)	JA005371- JA005623	78/79/80
01-19-18	Transcript – Bench Trial (Day 3) ⁷	JA005624- JA005785	80
	Trial Exhibit 231 – Helix Electric's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint <i>(Admitted)</i>		80
	Trial Exhibit 314 - Declaration of Victor Fuchs in support of Helix's Motion for Partial Summary Judgment against Gemstone (<i>Admitted</i>)	JA005802- JA005804	80
	Trial Exhibit 320 – June-August Billings—not paid to APCO (<i>Admitted</i>)	JA005805	80
	Trial Exhibit 321 – Overpayments to Cabinetec (Admitted)	JA005806-	80

⁶ Filed January 31, 201879 ⁷ Filed January 31, 2018

Date	Description	<u>Bates</u> <u>Number</u>	<u>Volume(s)</u>
	Trial Exhibit 536 – Lien math calculations (handwritten) (Admitted)	JA005807- JA005808	80
	Trial Exhibit 804 – Camco Correspondence (Admitted)	JA005809- JA005816	80
	Trial Exhibit 3176 – APCO Notice of Lien (Admitted)	JA005817- JA005819	81
01-24-18	Transcript – Bench Trial (Day 5) ⁸	JA005820- JA005952	81
01-24-19	Transcript for All Pending Fee Motions on July 19, 2018	JA007300- JA007312	100/101

⁸ Filed January 31, 2018



JA002826

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FO OWNER: Manhattan West 9121 W. Russell Rd, Las Vegas, NV 89148	PROJECT :	Manhattan West Phase 1				(0)
ROM CONTRACTOR: Camco Pacific Construction 2925 E. Patrick Lane, Suite G Las Vegas, Nevada 89120	VIA ARCHITECT:	OZ Architects	CONTRACT DATE:	08/15/08 D NCS D Pete Smith		CAMCO-MW 00046
CONTRACT FOR : Manhattan West Phase 1			<u> </u>			0
CONTRACTOR'S APPLICATION FOR PAYMENT			contractor certifies that to the best of the			3
Application is made for payment, as shown below, in connection with the Cont Continuation sheet is attached.	ract.		the Work covered by this Application for In the Contract Documents, that all amounts that all amounts that all amounts that all amounts the term of term	· · · · · · · · ·		Σ
Johunuaton sheet is attached.			ork for whick previous Certificates for Pa			6
L ORIGINAL CONTRACT SUM	78,938,160.00		om the Owner, and that current payment			ŭ
2. Net change by Change Orders\$	2,677,059.22	CONTRACT				N
			+L	a la sa d		A S
3. CONTRACT SUM TO DATE (Line 1 +\- 2)\$	81,615,219.22	By: AU	etan	Date: 10 10/08		0
A. TOTAL COMPLETED & STORED TO DATE	58,843,561.12	State of: N	C shave	7 1		
(Column G on G703)	00,010,00111	County of: C	ark A		bary Public - State of March	Ŧ
		Subscitibed a			County of Crait	
5. RETAINAGE a, 10 % of completed work \$ 5,337,982.7	4		ay of the		YVONNE D. FARMER	•
(Buildings)	T		1 1/10		My Appointment Expired	
(. ,		Notary Public	$\cdot / / / M $	le' 144Ko:09-57395-	November 5, 2011	· · · · ·
b. <u>5</u> % of Site Work \$ 273,186.7	5					
		My Commiss	ion expires:	-5-11		
Total Retainage (line 5a 5b)	5,611,169.49					
· · · · · · · · · · · · · · · · · · ·		ARCHITECT				
6. TOTAL EARNED LESS RETAINAGE\$	53,232,391.63	_			-	
(Line 4 less Line 5 Total)		Ву		Date:		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT						
(interconcentration of the second	49,77111,053,39	OWNER				
B. CURRENT PAYMENT DUE	4,521,033.24	By:		Date:		
	-1,02 1,000.24			Bergaller -		
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$	9_					
CHANGE ORDER SUMMARY ADDITIONS DEDUCTIONS	-					
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 2,677,059.2	2					
	<u>-</u> _					

2,677,059.22

APCO-TR-EX0218-0002

PPLICATION AND CERTIFICATE FOR PAYMENT					3E 1 OF 2	
0 OWNER: Manhattan West 9121 W. Russell Rd. Las Vegas, NV 89148	PROJECT :	Manhattan West Phase 1		11	tribution to: OWNER ARCHITECT CONTRACTOR	
OM CONTRACTOR: Camco Pacific Construction 2925 E. Patrick Lane, Suite G Las Vegas, Nevada 89120	VIA ARCHITECT:	OZ Architects	CONTRACT DATE:	08/15/08	NCS Pete Smith	
NTRACT FOR : Manhattan West Phase 1 ONTRACTOR'S APPLICATION FOR PAYMENT		The used as the state of a	niractor cortifies that to the best of th	Castersteda kusuku	the lafer	
plication is made for payment, as shown below, in connection with the Cont	ract		e Work covered by this Application for		• ·	
ntinuation sheet is attached.	i Dot.		the Contract Documents, that all amor		•	
		· Contractor for Wor	k for which previous Certificates for P	eyments were issued a	and pay-	
ORIGINAL CONTRACT SUM\$	78,938,160.00	ments received fro	m the Owner, and that current paymen	t shown herein is now	iue.	
Net change by Change Orders\$	2,116,176.22	CONTRACTO	R 			
CONTRACT SUM TO DATE (Line 1 +\- 2)\$	81,054,336.22	ByDavy	Haus	Date:	23/08	
TOTAL COMPLETED & STORED TO DATE	59,914,450.18	State of: New County of: Cla		Anana	ACCARACAC	State of Nevadar
RETAINAGE a. <u>10</u> % of completed work \$ <u>5,488,644.3</u> (Buildings)	9	Notary Public:		20089 e / NGC	AL YVONNE	D. FARREN
b. <u>5</u> % of Site Work \$	8	My Commissio	in expires: 11-6	5-202	57395-1 Novemb	er 5, 2011
Total Retainage (line 5a 5b)	5,740,044.70	ARCHITECT				
TOTAL EARNED LESS RETAINAGE	54,174,405.40					
(Line 4 less Line 5 Total)	······	Ву		Date:		
LESS PREVIOUS CERTIFICATES FOR PAYMENT						
(Line 6 form prior Certificate)\$	50,086,799.1	4_OWNER		1		
CURRENT PAYMENT DUE\$	4,087,606.2	6 By:	<u></u>	Date:		
BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$26,879,930.6	32			1		
HANGE ORDER SUMMARY ADDITIONS DEDUCTIONS OTAL CHARGES APPROVED IN REVIOUS MONTHS BY OWNER 1,663,126.22 otal approved this Month 653,050.00				-		
TOTALS 2,116,176.22						
ET CHANGES by change order 2,116,176.	22		•	1	,	

2,116,176.22

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GRADING

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			WORK CC	MPLETED	MATERIAL	S STORED					
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS	THIS PERIOD	THIS	CURRENT TOTAL STORED	TOTAL COMPLETED AND STORED	PERCENTAGE COMPLETE	BALANCE TO FINISH	CURRENT RETENTION WITHHELD	TOTAL RETENTION WITHHELD
1	Mobilization	45,000.00	45,000.00				45,000.00	100%	i -	u	2,250.00
2	Site Preperation and Mass Excavation	2,559,000.00	2,559,000.00				2,559,000.00	100%	-	-	127,950.00
3	Site Water	647,000.00	636,720.00	(139,150.00)			497,570.00	77%	149,430.00	(6,957,50)	24,878.50
4	Site Storm Sewer	511,000.00	500,780.00				500,780.00	98%	10,220.00	-	25,039.00
5	Site Sanitary Sewer	615.000.00	590,400,00	(340,200.00)		62,250.00	250,200.00	41%	364,800.00	(17,010.00)	12.510.00
6	Insurance	150,700.00	150,700.00				150,700.00	100%	-	-	7,535.00
	TOTAL FOR GRADING:	\$ 4,527,700.00	\$ 4,482,600.00	\$ (479,350.00)	\$ <u>.</u> .	\$ 62,250.00	\$ 4,003,250.00	88%	\$ 524,450.00	\$ (23,967.50)	\$ 200,162.50

SIMPLE SUMMARY

A	В	C	D	E	F	G	н	1	! J	ĸ	L
			WORK CO	MPLETED	MATERIAL	S STORED					
ITEM NO.	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
1	GRADING	4,527,700.00	4,482,600.00	(479,350.00)	· ·	62,250.00	4,003,250.00	88%	524,450.00	(23,967.50)	200.162.50
2	OFF SITE & SITE IMPROVEMENT	2,120,897.00	48,726.17	175,316,99	-	-	224,043.16	11%	1,896,853.84	17,531.70	22,404.32
3	BUILDING #2	10,678,501.12	B.716.841.59	304,733.76		418,568.94	9,021,575.35	85%	1,556,925.77	30,473,38	902,157.55
4	BUILDING #3	10,657,376.13	8,242,194.31	213,655.92	<u> </u>	745,361.94	8,455,850.23	79%	2,201,525,90	21,365.59	845,585.03
5	BUILDING #7	24,596,635.75	13,923,192.62	772,659.07	1,831,102.60	1,751,830.87	16,526,954.29	67%	8,069,681.46	260,376.17	1,652,695.61
6	BUILDING #8	13,228,525.50	9,387,150.06	444,433.56	5,687,40	550,723.23	9,837,271.02	74%	3,391,254.48	45,012.10	983,727.13
7	BUILDING #9	13,228,524.50	9,772,084.82	396,369.81	53,987,40	646,342.41	10,222,442.03	77%	3,006,082.47	45,035.72	1,022,244.21
·	TOTAL BASE PHASE 1:	\$ 78,938,160.00	\$ 54,572,789.57	\$ 1,827,819.11	\$ 1,890,777.40	\$ 4,175,077.39	\$ 58,291,386.08	74%	\$ 20,646,773.92	\$ 395,827.16	\$ 5,628,976.25
В	GRADING CHANGE ORDERS	1,095,926.64	432,525.47	592,232.15		53,377.40	1,024,757.62	94%	71,169.02	29,611.61	61,237.88
9	BUILDING CHANGE ORDERS	1,020,249.58	373,621.58	224,684.90		·	598,306.48	59%	421,943.10	22,468.49	59,830.65
	TOTAL CONTRACT PHASE 1:	\$ 81,054,336.22	\$ 55,378,936.62	\$ 2,644,736.16	\$ 1,890,777.40	\$ 4,228,454.79	\$ 59,914,450.18	74%	\$ 21,139,886.04	\$ 447,907.26	\$ 5,740,044.78

.

CONT	NUATI	ON SHEET				e				1		
containing in tabulation	Contractor's na below, ar	ERTIFICATE FOR FAYMENT, signed certification, is statched, nounts are stated to the nearest dollar, cets where variable retaining for the lenne may apply	a ann ann ann ann ann ann ann ann ann a	איז מעיינערט אוויזיה היה מכוס	Schedule of 1	Values Phase 1 Mani	hatan West	an she se			Owner Loan No.: Billing Numbert Period:	10 11 8/31/2008
A.1	A.2	B	С	0 1	EI	F I	G	Н	1 1	J]	K T	L
ITEM NO.	CIS CODE	- DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COM	IPLETED THIS PERIOD	MATERIAL THIS PERIOD	S STORED CURRENT TOTAL	TOTAL COMPLETED AND STORED	PERCENTAGE COMPLETE	BALANCE TO FINISH	CURRENT RETENTION WITHHELD	TOTAL RETENTION WITHHELD
110.	COL				,		STORED					
GRADING				for the test stands and the second								
1	2200	Mabilization	45,000.00	45,000.00	- [-	-	45,000.00	100%	: - 1	- [2,250.00
2	2200	Site Preparation and Mass Excavation	2,559,000,00	2,559,000,00	-	•	-	2,659,000.00	100%	· -	-	127,950.00
3	2510	Sile Water	647,000.00	636,720,00	(130,150,00)	-	-	497,570.00	77%	149,430,00	(8,957,50)	24,878.50
4	2600	Site Storm Sewar	511,000,00	500,780.00		-	-	500,780,00	88%	10.220.00		25,039.00
5	2530	Site Sanitary Sewer	615,000.00	590,400.00	(340,200.00)	-	62,250,00	250,200,00	41%	354,800.00	(17.010.00)	12.510.00
e	2200	Insurance	150,700,00	150,700,00		-	•	150,700,00	100%	-	+ 1	7,635.00
		OVEMENTS										
7	2740	Grading	222,750,00		135,000.00		-	135,000,00	81%	67,750,00	13,500.00	13,500.00
8	2770	Offsiles Curb & Gutter Russeli	77,000.00						0%	77,000.00	-	-
8	2775	Offaites Skiewelka Russell	10,000,00		- 1	1 -	-	-	0%	10,000,00	-	-
			289.600.00	43.927.50				43.927.50	15%	245.672.50		4,392,75
10	2740	Asphak Paving Phase 1							0%	113,020.00		7,494,14
11	2770	Outband Gutter Phase 1	113,020,00	· · ·			-	•	and the second s			
12	2775	Sidewalks Phase 1 Budget)	220,009.00				-	-	0%	220,000,00		
13	2780	Brick Pavers Phase 1 (Budget)	221,814.00		•	-	-	-	0%	221,844,00		
14	2870	Sile funishings Phase 1 (Budgel)	100,000.00	-	· ·	-	-	*	0%	100,000.00		·····
16	19000	Pools	450,000.00	· .	25,000.00	-		25,000.00	5%	435,000,00	2,500,00	2,500.00
16	16000	Electrical Engineering	6,200.00	· ·	-		•	<u> </u>	0%	6,200.00		-
17	10000:	Electrical Mobilization	•		-	-		· · ·	0%	· _		-
18	16000	Electrical Office Trailer/Admin.	4,800.00		1,000.00	-	-	1,000.00	21%	3,800.00	100.00	100.00
19	16000	Electrical Proj Engineer, CAD, Proj Assist	3,000.00		1,000.00		-	1,000.00	33%	2,000.00	100.00	100.00
20	18000	Electrical Permits	2,600.00	and the state of t			-		0%	2,600.00		
21	16000	Electrical Submittals	400.00	400.00	-	•		400.00	100%	· •		40.00
22	16000	Electrical Supervision/Coordination	4,800.00	-	•	-	•	-	0%	4,800.00	-	-
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	6,000.00	-	-		-	•	0%	6,000,00	-	•
26	15000	Fornish Parking Lot Pole Lighting	32,000,00	-	-	-	-	•	0%	32,000.00		-
27	1000	Contractor Fee	149,883.00	4,398.67	13,316,89	-	-	17,715.66	12%	132,167.34	1,331,70	1,771.5
BUILDING	3 #2											
28	2900	Landscaping	90,000,00	-	-	-	-	-	0%	90,000,00	-	-
29	5100	Reinforcing Steel Labor	940,000,00	340,000,00	-	-	-	348,000.00	100%	1		34,000.00
30	5100	Reinforcing Steel Material	506,612.50	506,612.50	-	-	•	506,812,50	100%	•	-	50,661.2
31	3300	Concrete Excavate Footings	245,500.00	246,500.00	-	-	-	248,500,00	100%		-	24,850,0
32	3300	Concrete Place footings	200,000,00		-		-	200,000.00			- 1	20,000.01
33	3300:	Concrete Form and Place Lower Walls	300,000,00		-	-	1 -	300,000,00	100%	•	-	30.000.00
34	3300-	Concrete Form and Place Lower Columns	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				13,005,0
36	3300	Concrete Form and Place Nid Dack	450.000.00				-	450.000.00				45,000,04
37	3300	Concrete Form and Place Mid Leon	308.000.00	and the second				300,000,00				
38	3300:	Concrete Form and Place Mid Walls	85,000,00			<u></u>		85,030,00				30,000,0
39	3300:	Concrete Form and Place Upper Dack	475,900,00			-						*
40	3450		25,000,00					475,180.50				47,518,0
40	3450	Precast Concrete (Budget) (st Floor Precast Concrete (Budget) 2nd Floor	25,000,00				6,350.00				-	1,270.0
41	3450	Precast Concrete (Budget) 2nd Floor					6,350,00				· ·	1,270.0
43	3450		25,000,00				6,350.00					1,270,0
43	4100	Precast Concrete (Budget) 4th Floor Masonry CNU	25,000.00				6,350.00	12,700.00		12,300.00	-	1,270.00
			32,100.00		3,210.00		·	32,100.00			321.00	
45	4100	Masonry Thin Brick Veneer	151,200.00		•	-	•	-	0%	151,200.00	-	-

APCO-TR-EX0218-0006

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792	6100	BUILDING CO 00021 Rebar Changes B7	- 1	- 1	- [-	-	-	#D(V/01		- 1	
793	5100	BUILDING CO 00029.2 Electrical Options BB	45,160,18	27,096,10	17,136,00	· -	-	44,232,10	88%	928.06	1.713.50	4,423.2
784	5100	BUILDING CO 00032.2 Electrical Options B9	43,803.27	26,281.98	16,938.00		-	43,217,96	88%	585.31	1,693.50	4,321.8
795	5100	BUILDING CO 80033.3 Plumbing Options 89	54,100,48	13,626.12	-	-		13,525.12	25%	40.575.37	-	1,352,5
796	4100	BUILDING CO 00034.2 Plambing Options B8	64,963.36	16,240.84		-	-	16,240.84	25%	48,722.52		1,624.0
797	16000	BUILDING CO 00036.1 Electrical C2 Split 38/9	56,443.80	33,866.40	-	-		33,866.40	60%	22,577,40	-	3,386,
798	15010	BUILDING CO 00037,1 B8 & 89 Option Changes	18,009.00	18,009.00	•		-	18,009.00	100%	-		1,800,
799	15010	BUILDING CO 00038.1 Cable Hand Rail Opt B6 & B9	21,921.30	-	-	-	-	-	0%	21,921,30	-	*
600	15010	BUILDING CO 00039.1 Building 8 & 9 Fireplaces	15,580,70	· -	- 1	-	-	-	0%	16,580.70	-	-
801	18000	BUILDING CO 00042.1 Electrical Changes Delta 3	96,722,85	24,180,75	22,000.00	-	- 1	46,180,75	48%	50,542.10	2,200,00	4,618.
802	16000	BUILDING CO 00043.2 Electrical Changes Delta 5	98,739.50	24,935.00	49,000.00	-	-	73,935,00	74%	25,804,50	4,900,00	7,393.
803	15010	BUILDING CO 00047 Building 8 & 9 Low Voltage	60,894.23	15,223.56	-		-	15,223.56	25%	45,670.67	-	1.622
804	15010	BUILDING CO 00049 Building 8 & 9 Closel Organizers	18,662.09	-	-	-	-	-	0%	18,662,09	-	-
805	18000	BUILDING CO 00050 Building 7 Electrical Upgrades	28,538,38	-	-		-		0%	26,538.38	-	~
806	6100	BUILDING CO 00052 Bidg & & 9 Shower Doors & Mirrors	19,740.58	-	-				0%	19,740.58	-	-
807	5100	BUILDING CO 00065 Masonry C2 Split B8/9	12,093.08	12,093.08		-		12,093.08	100%	-		1,209
808	11000	·0					-		0%			-
809	18000	0	-	-				-	0%			
810	16000	0	-		-		- 1		0%	-		
811	18000	0	-	-			-		0%	-		
812	6200	0		-					0%			
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821	18000		•			·····			0%			
822	16000	4	-					<u> </u>	0%	·····	· · ·	
823	16000	a					-		D%	•		
	.l											
		TOTAL CONTRACT PHASE 1:	81,054,338.22	55,378,938,62	2,644,738.18	1,890,777.40	4,228,464.78	59,914,450,18	74%	21,139,886.04	447.907.25	5,740,04

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NEVADA CONSTRUCTION SERVICES

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

REQUEST FOR REALLOCATION OF FUNDS

 DATE
 8/15/2008

 OWNER
 Gemstone Development West, Inc.

 LENDER
 Scott Financial

 PROJECT
 NAME

 PROJECT ADDRESS
 Russell Road/Rocky Hill Street

PROJECT # 07

Δ

07-10-11Y-JO

WE WOULD LIKE TO REQUEST THE FOLLOWING FUNDS TO BE TRANSFERRED:

From Line #	Amount	To Line #	Amount	Reason Code
472	\$ 18,429.00	48	\$ 18,429,00	. 1
626	\$ 18,429.00	125	\$ 18,429.00	1
	·······			
	P1.91			
			• • • • • • • • • • • • • • • • • • • 	—

REASON CODES:

1. Contract more/less than original estimate.

2. All work completed, excess funds.

3. Approved Contract Change Order signed by Owner and Lender.

4. Other (please explain).

ATTACH SUPPORTING DOCUMENTATION

GENERAL CONTRA	CTOR: Camco	By: Davo	they
OWNER/BUILDER:	Gemstone Development West, Inc.	Ву:	
AGENT: Nevada Co	nstruction Services	Ву:	
LENDER: Scott Fina	ancial	Ву:	

	GMADINGGMANGEORDERS										
A	8	C	D	E	F	G	Н	[[J	ĸ	<u> </u>
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK CO FROM PREVIOUS APPLICATIONS	THIS PERIOD	MATERIAL THIS PERIOD	S STORED CURRENT TOTAL STORED	TOTAL COMPLETED AND STORED	PERCENTAGE COMPLETE	BALANCE TO FINISH	CURRENT RETENTION WITHHELD	TOTAL RETENTION WITHHELD
752	GRADING CO 00001 - BioxIde Chem Feed & Stor Tank	59,308.20	53,377.40			53,377.40	53,377.40	90%	5,930.80	-	2,668.87
753	GRADING CO 00002 - Fire Hydrant Permits	446,78	448.78			-	446.78	100%		-	22.34
754	GRADING CO 00003 - Revisions Utility Sheets 11/14/07	88,338.72	70,670.98	16,826.42			87,497.40	99%	841.32	841.32	4,374.87
755	GRADING CO 00004 - Encroachment Permit	452,81	452.81				452.81	100%	-	-	22.64
756	GRADING CO 00005.1 - WRG Plans 11-01-07	394,330.13	307,677.50	33,799.73			341,377.23	87%	52,952.90	1,689.99	17.068.86
757	GRADING CO (LV PIPELINE CO 8)	309,991.00		309,991.00			309,991,00	100%	-	15,499.65	15,499.55
758	GRADING CO (LV PIPELINE CO 9)	34,235.00		34,235.00			34,235.00	100%	-	1,711.75	1,711.75
759	GRADING CO (LV PIPELINE CO 7)	197,380.00		197,380,00			197,380.00	100%		9,869.00	9,869,00
760											
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	TOTALS FOR GRADING CHANGE ORDERS:	\$ 1,084,482.64	\$ 432,525.47	\$ 592,232.15	\$ -	\$ _53,377.40	\$ 1,024,757.62	94%	\$ 59,725.02	\$ 29,611.61	\$ 51,237.88

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CAMCO-MW 00053

JA002834

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BUILDING	CHANGE	ORDERS Continued;		a and an an				tan in the second				
702	8100	BUILDING CO 00021 Rebar Changes B7				-	-	- 1	#DIV/0	.	. • [. 1
783	5100	BUILDING CO 00020.2 Electrical Options 68	45,160,18	27,096.10	17,130.00	- [~	44,232,10	90%	828.06	1,713.68	4,423.21
794	5100	BUILDING CO 00032.2 Electrical Options B9	43,803.27	25,201,95	16,936,00	· • • • • •		43,217.96	99%	585.31	1.693.60	4,321,60
795	<u>5100</u>	BUILDING CD 80033.3 Plumbing Options B9	54,100.49	13,525,12	-	-		13,525.12	25%	40.575.37	-	1,352,51
796	4100	BUILDING CO 00034.2 Plumbing Options Ba	64,983,36	18,240,84	- 1	-		18,240.84	25%	48,722.52	-	1,624.08
797	16000	BUILDING CO 00036.1 Electrical Cz Split Bare	56,443.80	33,866,40	-		-	33,865,40	60%	22,577,40	- 1	3,386.64
798	15010	EUILDING CO 00037.1 B8 & B9 Option Changes	18,009.00	18,009.00		-	-	18,009.00	100%			1,800.90
799	15010	BUILDING CO 00038.1 Cable Hand Rall Ool B8 & B9	21,921,30		-		-	-	0%	21,921.30	-	
800	15010	BUILDING CO 00039.1 Building 5 & 9 Fireplaces	15,580.70	-	-	-	-	-	0%	16,580,70	-	
801	16000	BUILDING CO 00042.1 Electrical Changes Delta 3	96,722.85	24,160.75	22,000.00	-	-	46,180,75	46%	50.542.10	2,200.00	4.518.0B
802	15000	SUILDING CO 00043.2 Electrical Changes Della 5	99,739.50	24,936.00	48,000.00	-	-	73,935,00	74%	25,804.50	4,900.00	7,393.50
ā03	15010	BUILDING CO 00047 Building 8 & 9 Low Voltage	60,894.23	15,223.58	-	- [-	15,223.66	25%	45,670,67		1,522,36
804	15010	BUILDING CO 00049 Building 8 & 9 Closel Organizers	18.662.09	-		-	-		0%	18,662,09	-	-
605	16000	BUILDING CO 00050 Building 7 Electrical Upgrades	26,535.38		-	-	· _	-	0%	26,536,38	-	-
806	6100	BUILDING CO 00052 Bldg 8 & 9 Shower Doors & Mirrors	19,740.58	-	-	-	-	-	0%	19,740.58	•	-
607	5100	BUILDING CO 00065 Masonry C2 Split B8/9	12,093.08	12,083.08	-		-	12.093.08	10055		-	1.209.31
808	11000	·	-	-			-	-	0%		-	-
609	16000	0		-	-				0%	-	-	
81D	16000	. 0		-	-							
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814	10800					-			0%	-	-	-
815	16000		-		······		-	-	0%			
816	16000	0				-	-	·	0%			
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818	7810	0							0%		· · · ·	
619	7010								0%			
820	16000		-	·	· .			.	<u></u>	-		
821	16000	q	· ·						0%	the second s		
822	15000		· ·			·			0%			_
823	16000				-		·	· · · ·	0%			
i	L	;,;,	1	l								
		TOTAL CONTRACT PHASE 1	80,846,312.22	55,378,930.62	2,755,848.67	1,890,777,40	4,228,454.79	80,025,562.69	74%	20.820.749.53	453,462.87	5,745,600.40

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HUILUING	An Coulu	lett. Piumbing Ath-Floar	inter de la sectemente de la sec					<u></u>				
719	15010	Plumbing A/G Waste & Vent	73,093,00	71.531.14								
720		Plumbing Drains / Carriers	7,232,50	7,037.86				71.631.14	88%	1,461.86		7,163.11
721		Plumbing A/G Storm Piping	18,476.00	18,106,48				7.087.86	96%	144.64		708,79
722		Plumbing A/G Domestic Water	79,331,00	77,744.38				18,106,48 77,744.38	86%	269,62		1,810,65
723	15010	Plumbing A/G Gas Piping	31,071.00	28,896,03	1,553.55			30,440.58	08%	621,42		7,774,44
724	15010	Plumbing Tubs & Hock-ups	37,040.00	35,188.00	1,040.00			35,168.00	95%	1,852.00	155.36	3,044.86
725	15010	Plumbing Fixlures	56,513.00	11,102.60	5,551,30	-	-	16,653.90	30%	38,659.10	655,13	3,518,00
726	15010	Plumbing Equipment	16,975.00	7,907,50	708.75	-	-	8,786,25	55%	7,188.75	79.88	878.63
727	15010	Plumbing Condensate Piping	5,584.00	5.472.32		-		5,472.32	90%	111.68	18.00	547.23
728	15010	Plumbing Testing	8,566.00	7,709.40	428.30		-	8,137.70	95%	428.30	42.83	613.77
729	16010	Plumbing Identification	2,112.00	-	-	-	-	-	U%	2,112.00		
730	15010	Plumbing Insulation - Firestop - Fire Protection	97.520.00	89,558,00	606.00		-	90,064,00	92%	7,556.00	50.60	9,005.40
		Elocitical sector and a sector and a sector and a sector as a s										
731	16000	Electrical Engineering	29,450.00	22,090.60				22,098.80	75%	7,353,20	-	2,209.68
732	16000	Electrical Mobilization	15,610,00	15,810.00		-		\$5,840.00	100%	· · · · ·	-	1,584.00
733	15000	Electrical Office Trailer/Admin.	22,800.00	12,403.00	1,000.00		-	13,403.00	59%	8,397.00	100.00	1,340.30
734	18000	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
735	16000	Electrical Permits	12,350,00	6,930,00		······		6,930.00	56%	5,420.00		693.00
736	16000	Electrical Submillats	1,900.00	1,900.00	i	· · · · · · · · · · · · · · · · · · ·	~	1,900.00	100%			190.00
737	16000	Electrical Supervision/Planning/Coordination	22,600.00	21,600.00	1,200.001	·	i	22,800,00	100%		120.00	2,280.00
738	16000	Electrical Light Fixture Package	105,000.00	08,436.00	7,664.00			106,000.00	100%		755.40	10,600.00
739	16000	Electrical Distribution Package	63,000.00	79,000.00				79,000.00	95%	4,000.00		7.900.00
740	10000	Electrical Low Vollage Systems (FA, CCTV, CA, elc.)	93,928.00	62,744,00	10,000,00			72,744.00	77%	21,184,00	1,000,00	7,274.40
741	16000	Electrical Understab Branch Conduit & Wire	85,000,00	76,500,00	•	~ _	<u>^</u>	76,500.00	90%	8,500.00		7,660.00
742	16000	Electrical Garage & 1st floor deck-conduit/wire Electrical 1st Floor Rough Walls/Ceilings	400,000.00	360,000.00 71,250.00				380,000,00 71,250,00	95% 85%	20,000,00		38,000,00
744				71,250.00				1.250.00				7,120.00
	16000	Electrical 1st Floor Device and Fixture Trim	10,000,00	-						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	76,000.00	67,750,00	3,500.00			71,250.00	85%	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/Cellings	75.000.00	67.750.00	3,500.00			71,250,00	95%	3,750.00	350.00	7,125.00
750	18000	Electrical 4th Floor Device and Fixture Trim	10.000.00		-		-		0%	10,000.00		
751	1000	Contractor Fee	874,315.00	615,830,47	21,077.56	<u>،</u>	-	636,908,33	73%	237,406.07	2,107.79	63,690,63
GRADING	CHANGE	ORDERS	1. 1992 - 1992 - 1993 - 1993 - 1993 - 1993 - 1993 - 1993 - 1993 - 1993 - 1993 - 1993 - 1993 - 1993 - 1993 - 19	·			<u></u>				·····	
752	2530	GRADING CO 00001 - Bioxide Chem Feed & Stor Tank	59,308.20	53,377.40	-	-	53,377.40	53,377.40	90%	5,930.60	~	2,668.87
753	2510	GRADING CO 00002 • Fire Hydrant Permits	446,78	448.78	-	-	-	446,78	100%	- 1	-	22.34
754	2630	GRADING CD 00003 - Revisions Utility Sheets 11/14/07	66,338.72	70,670.98	16,820.42			87,497.40	89%	841.32	641.32	4,374.87
755	2200	GRADING CO 00004 - Encloschment Permit	452.B1	452.81				452.61	100%	_		22.64
756	2530	GRADING CO 00005.1 - WRG Plans 11-01-07	394,330.13	307,577.50	66,752.63	-		394,330.13	100%	_	4,337.63	19,716.51
		,	1	301,371,30				86,431.66	28%	223,559.34	4,321.58	4,321,58
756	2530	GRADING CO (LV PIPELINE CO 8)	309.991.00		85,431,65							
756	2530	GRADING CO (LV PIPELINE CO 9)	35,035,00		33,983,95	·····		33,983,95	0%	1,051,05	1,699.20	1,699.20
758	2530	10	·			· · · · ·	· · ·		0%			······
756	2530		- <u>-</u>			·	<u>۰</u>		0%		•	
BUILDING	GCHANG	E ORDERS	<u>, </u>	<u></u>		·				,		
780	7810	BUILDING CO 00001,1 Additional Fireproofing B7	13,627,95	19,627.95	•		-	13,627.95	100%	-	-	1,362.80
781	5100	BUILDING CD 00002 Add'L Reinforcing Bottom Mat B7	-	-	-		-]	#DIV/0!			-
782	3300	BUILDING CO 00005 Area Wells B8 and B8	-	-	-	-	<u> </u>	<u> </u>	#DIV/01	· · ·	-	
783	5100	BUILDING CO 00006 Top Mat Rebar B7		-	•	-			#DIV/QI		-	-
784	5100		-	-	-	-	-		#DIV/0I	-	-	^
785	3300	BUILDING CO 00008 Concrete Change 4k pst to 5k B7	1	·	-	-		-	#DIV/QI			
785	16000				<u> </u>	<u> </u>	-	1 .	#DIV/W	-	-	_
787	6100		22,975.67	17,231.75	6,743.00			22,074,75	100%	0.92	574.30	2.207.48
			1	1	1	· · · · ·						
788	15020		328,275,17	131,310.07	113,859,80			245,179,97	75%	83,005.20	11,386.99	24,518.00
789	15020		+						#DIV/0	<u> </u>		•
790	6100							*	#DIV/01		·	
791	<u>i 6100</u>	BUILDING CO 00020 Change in Lep Splices	· · ·	<u> </u>		-			#DiV/0	J		<u> </u>

Page 14 of 15

· · · · · · · · · · · · · · · · · · ·		1 - Y		
APPLICATION AND CERTIFICATE FOR PAYMENT		-		PAGE 1 OF 2
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	Distribution to: COWNER ARCHITECT CONTRACTOR
FROM CONTRACTOR: Camco Pacific Construction 2925 E. Patrick Lane, Suite G Las Vegas, Nevada 89120	VIA ARCHITECT:	OZ Architects	CONTRACT DATE: 08/15	5/08 CI NCS CI Pete Smith
CONTRACT FOR : Manhattan West Phase 1	······································			······································
CONTRACTOR'S APPLICATION FOR PAYMENT Application is made for payment, as shown below, in connection with the Contra		-	actor certifies that to the best of the Contracto fork covered by this Application for Payment h	•
Continuation sheet is attached.		in accordance with the	Contract Documents, that all amounts have be r which previous Certificates for Payments we	en paid by the
1. ORIGINAL CONTRACT SUM\$	78,938,160.00		e Owner, and that current payment shown her	
2. Net change by Change Orders\$	2,116,176.22		$= \rho$	ate: 9/22/00
3. CONTRACT SUM TO DATE (Line 1 +\- 2)\$	81,054,336.22			ite: <u>1240</u>
4. TOTAL COMPLETED & STORED TO DATE\$ (Column G on G703)	60,393,800.18	State of: Nevada County of: Clark	K(MR	Notary Public - State of Nevada
5. RETAINAGE a. <u>10</u> % of completed work \$ <u>5,488,644.39</u> (Buildings)		Notary Public:	1- 2000 W.M.L.S	County of Clark YVONNE D. FARREN My Appointment Expires
b. <u>5</u> % of Site Work \$275,367.88	-	My Commission e	xpires:	No: 99-57395-1 November 5, 2011
Total Relainage (line 5a 5b)	5,764,012,28	- ARCHITECT	\smile	
6. TOTAL EARNED LESS RETAINAGE\$ (Line 4 less Line 5 Total)	54,629,787,90	Ву	Date:	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 form prior Certificate)\$	50,086,799.14	OWNER		
8. CURRENT PAYMENT DUE\$	4,542,988.76	Ву:	Date:	
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$26,424,548.32	• •			
CHANGE ORDER SUMMARY ADDITIONS DEDUCTIONS				
PREVIOUS MONTHS BY OWNER 1,553,126.22 - Total approved this Month 553,050.00 - TOTALS 2,116,176.22 -	-			
NET CHANGES by change order 2,116,176.22]			
***************************************		· ····································		

2,116,176.22

ntalnin tabulai	ig Contr lions be	nactor's elow, an	RTIFICATE FOR PAYMENT. signed certification, is atlached. iounts are stated to the nearest dollar. is where variable relations for line items may apply			Schedule of V	Values Phase 1 Man	hallan Wesl				Owner Loan No.: Billing Number: Period:	10 11 B/31/200B
A,1		4.2	<u>B</u>	ç	D	E	F	G	н	1	J [к	L
TEM NO.		CIS ODE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK CO FROM PREVIOUS APPLICATIONS	THIS PERIOD	MATERIAL THIS PERIOD	· CURRENT TOTAL	TOTAL COMPLETED AND STORED	PERCENTAGE COMPLETE	BALANCE TO FINISH	CURRENT RETENTION WITHHELD	TOTAL RETENTION WITHHELD
	1			The late of the second second	L			STORED					
ADN					dilig territr	ليشخ فالمتحم فأستنج		<u>i i sopo di tra</u>	1999 - A.	<u></u>			
1			Andream	45,000.00	45,000.00		-		45,000,00	100%	-	-	2,250.00
2			Ble Preperation and Mass Excavation	2,559,000.00	2,559,000.00				2,559,000.00	100%	<u> </u>		127,950.00
3		~~~~~	Site Water	647,000.00	635,720.00				636,720.00	98%	10,280,00	-	31.838.00
4			Site Stom Sewer	511,000.00	500,780,00				500,780.00	98%	10,220.00		25,039.60
. 5	****		Site Sanitary Sewer	615,000.00	590,400.00			62,250.00	500,400.00	96%	24,600.00	-	29,520.00
6			nsurance	150,700.00	150,700.00			*	150,700.00	100%	<u> </u>	• L	7,536.00
FF.B Q			PVEMENTS TELEVISION TO THE PROPERTY OF THE			<u> </u>	<u></u>	a ferral faile i	- Berghamen in All				
7		and the second second	Grading	222,750.00		135,000.00			135,000.00	61%	87,750,00	13,500,00	13,500,00
6			Offsiles Curb & Gutier Russell	77,000.00	-					0%	77,000.00		
9			Offsiles Sidewalks Russell	10,000.00		ī	-	· · ·	+	0%	10,000.00		
10			Asphall Paving Phase 1	289,600.00	43,627.50		·	-	43,927.50	15%	245,672.50		4,302.75
11			Cisto and Guiler Phase 1	113,020,00					~	0%	113,020,00		*
12			Sidewaiks Phase 1 Budget)	220,000.00	····					0%	220.000.00		
13			Brick Pavers Phase 1 (Budgel)	221,844.00		· •				0%	221,844.00		
14			Sile fumishings Phase 1 (Budgel)	100,000,001	·	•		-		0%	100,000.00		
15			Paols	460,000,00		25,000.00		-	25,000.00	5%	435,000.00	2,500.00	2,500.0
16			Electrical Engineering	6,200.00			·	-		0%	6,200.00		
17			Electrical Mobilization		·					0%			
18			Electrical Office Trailer/Admin.	4,800.00		1,000.00			1,000.00	21%	3,800.00	100,00	100.01
19			Electrical Prol Engineer, CAD, Prol Assist	3,000.00		1,000.00			1,000.00	33%	2,000.00	100.00	100.0
20		6000	Electrical Permits	. 2,600.00			•			0%	2,600,00	· · · ·	
21		6000	Electrical Submittals	400.00			·		400.00	100%			40.0
22			Electrical Supervision/Coordination	4,600.00						0%	4,800.00		-
23			Fundsh Landscape Ughling	157,000.00		·		·		0%	157,000.00		
24			Furnish Courtyard Lighting	40,000.00			·			Q%	40,000,00		
25			Furnish Sparts Lighting	6,000,00		·····	·	· · · · · · · · · · · · · · · · · · ·		0%	6,000.00		-
26			Fumish Parking Lot Pole Lighting	32,000,00						0%	32,000.00		
27			Contractor Fee	149,883.00		13,316.99	L		17,716,66	12%	\$32,167.34	1,331.70	1,771.5
JUILDI		Ratin a	10.000 (Addamental Science - S				1. 1. 197 - 197 1	anga (Alanga an	<u> an </u>		1. 1. H. H.		
28		2900	Landscaping	00,000,09				·		0%	00,000,00	· · ·	· · · · ·
29		6100	Reinforcing Steel Labor	340,000.00					340,000.00		•		34,000,0
30		5100	Reinforcing Stept Materia)	508,612,50		<u> </u>			506,612.50				60,661.2
		3300	Concrete Excavele Foolings	248,500.00					248,500,00				24,850.0
32		3300	Concrete Place logtings	200,000.00					200,000.00		~		20,000.0
93		3300	Concrete Form and Place Lower Wells	300,000.00					300,000.00		•		30,000.0
34		3300	Concrete Form and Place Lower Columns	85,000.00			ļ		85,000,00				8,6004
35		3300	Concrete Place and Finish Slab on Grade	130,000.00					130,000.00			<u> </u>	13.000.0
36		3300	Concrete Form and Place Mid Deck	450,000.00					450,000.00				45,000.4
37		3300	Concrete Form and Place Mid Walls	300,000.00					300,000.00			· · ·	30,000.0
38		3300	Concrete Form and Place Mid Columns	85,000.00					85,000.00				B,500.0
39		3300	Concrete Form and Place Upper Deck	475,900.01					476,180,50		719.50	·	47,518.
40		3450	Precast Concrete (Budget) 1st Floor	25,000.0			ļ	6,350,00			12,300,00		1,270.
		345D	Precest Concrete (Budget) 2nd Floor	25,000.0			· · · · ·	6,350.00			12.300.00		1,270.4
42		3450	Precest Concrete (Budget) 3rd Floor	26,000,0				6,350.00			12,300.00	·	1,270.0
43		3450	Precast Concrete (Budget) 4th Floor	25,000.0				6,350.00			12,300.00		1,270.
44	<u>. </u>	4100	Masonry CMU	32,100,0	0 26,890.00	3,210,00		-	32,100,00	100%	-	321,00	3,210.
45		4100	Mesonry Thin Brick Veneer	151,200,0	a.L.	1	1	-	1	0%	151,200.00	1	Ι

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CAMCO-MW 00057

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Page 1 of 15

JA002838

APCO-TR-EX0218-0013

BUILDING #2 Continued

46		edin olda Gudanov	·····	<u> </u>		<u> </u>				······		
40	6415 5100	Granite (Budget) Steel	16,000.00						0%	18,000,00		
48	6200	Finish Carpentry (Budget)	2,185,000.00	2,177,967,21	6,622.79		49,500,00	2,184,590.00	100%	410.00	662,28	218,459.00
49	7810		43,429.00	19,592,46	7,715,43		1,603,46	27,307.69	63%	16,121,11	771.54	2.730.70
-19 -60	7220	Firecroofing	34,200,00	34,200,00				34,200,00	100%			3,420.00
51	7720	Insulation	57,280.00						0%	57,260.00		
	7100	Roofing	242,860,00	238,002.80				238,002.80	88%	4,857.20		23,600.28
52		Waterprocling	174,450.00	162,559,49				152,558,49	87%	21,890.51	-	15,255,95
53	7240	Slucco	331,100.00	126,652.80	145,683,00			272,325,80	82%	58,774.2D	14,568.30	27,232,58
54	8560	Windows	275,875.00	268,500,00				268,500.00	97%	7,375,00	-	26,850,00
- 55	8400	Starefront Doors	91,500,00	72,865.00	•	-		72,665.00	79%	18,835.00	.	7,266.50
56	9200	LGMF and Drywall	302,000.00	300,000.00	-	-	-	300,000.00	84%	2.000.00	- 1	30,000,00
57	9600	Flooring	300,000,00	•		- 1	-		0%	300,000.00	-	
58	9900	Painting	85,000.00	<u> </u>		-	-	-	0%	85,000.00	-	-
59	14200	Elevators	306,562.00	183,435.00	27,109,50	~	291,878.00	210,547.50	69%	95,014.50	2,710.95	21,054.75
60	1500	Mechanical Mobilization	3,750.00	3,750.00	-	-	~	3,750.00	100%	-	_	375.00
61	1330	Mechanical Submittals	337.50	205.00		-	-	205.00	61%	132.50	-	20.50
62	1310	Mechanical General Conditions	532.12	361.84		-	_	361.84	68%	170.28	-	36.18
63	1700	Mechanical Close-out Decomants	300.00			- 1	-	001.01	0%	308,00		
64	15020	HVAC Permit	1,200,00	1,200.00				1,200.00	100%			120.00
65	15020	HVAC Pre-Rock-Une Set Piping	37,450.00	28,087.50	9,362.50			37,450.00	100%		g36.25	3,745.00
65	15020	HVAC Equipment - FSD Materiais	29.960.00	5,992.00	18,478,00				100%			2,247,00
								22,470.00		7,499.00	1,547,80	
67	15020	HVAC Rough Duct	29,960.00	8,958.00	5,992.00	-	i .	14,980,00	50%	14,080.00	599.20	1,496,00
60	15020	HVAC Set Equipment	29,060.00						0%	29.960.00		
59	76020	HVAC Set Trim	7,490.00							7,490.00	· · · ·	
70	15020	HVAC FSD - OD Testing	7,490.00	-	^				0%	7,490,00		
71	15020	HVAC Slan-Up	7,490.00				·····	-	0%	7,490,00	······	
72	15010	Plumbing Permit	2,870.00	2.841.30			*	2,641.30	99%	28.70		264,13
73	15010	Plumbing Excavation and Baokill	48,992.00	48,502.08			•	40.502.08	09%	489.92	······	4,850.21
74	15010	Plumbing U/G Sanitary Piping	24,850.00	24,601.50	<u> </u>		-	24,601.50	99%	248.50		2,460.15
75	15010	Plumbing U/G Storm Piping	83,311.00	B2,477.89			-	82,477.69	99%	833.11		0,247.79
76	15010	Plumbing Pre-Cast Structures	29,675.00	29,378,25	<u> </u>		-	29,378,25	88%	206,75	- 1	2,937.83
77	15010	Plumbing Building Water Service	3,215.00	3,182.85		-	-	3,182.85	29%	32.15	-	318.29
78	15010	Plumbing Sleeves and inserts	7,660.00	7,583.40	-	-	-	7,583,40	99%	76.60	-	758.34
79	15010	Plumbing AIG Waste & Veni	54,020.00	45.917.00	2,701.00	-	-	48,618,00	90%	5,402.00	270.10	4,881.80
80	15010	Plumbing Drains / Carriers	25,827.00	25,568.73	~]	-	-	25,568.73	99%	258.27	•	2,556.87
81	15010	Plumbing A/G Storm Ploing	45,658.00	36,528,40	4,665,80		-	41,092,20	90%	4,505.80	458.58	4.109.22
62	16010	Plumbing A/G Domestic Water	78,766,00	28,143,42	23,620,80	-	-	52,773.22	67%	25,992,78	2,362,98	5,271.32
83	15010	Plumbing Testing	8,164.00	1,796.08	1,632.80	-	-	3,428.68	42%	4,735.12	163.28	342.89
84	15010	Plumbing Fixtures	44,532.00	-	-		•.	_	0%	44,532,00	•	-
85	15010	Plumbing Equipment	26,160.00	3,400.80	5,232.00	~	784.60	6,632.80	33%	17,527,20	623.20	863,28
66	15010	Plumbing Insufation - Firestop - Fire Protection	486,500.00	330,299.68		-	40,404.58	330,299.68	68%	155,200.32	-	33,029,97
67	16000	Eloclical Engineering	18,600.00		-			-	0%	18,600,00	-	+
88	16000	Electrical Mobilization				-		_	D%	-	-	-
60	16000	Electrical Office Trailer/Admin,	14,400.00	8,139,00	5.000.00		-	13,139.00	91%	1.261.00	500.00	1,3(3,90
90			9.000.00	5,018,75	1,500.00		-	8,510,75	72%	2,481,25	150.00	651,88
	16000	Eischical Proi Engineer, CAD, Prol Assistant							56%		199,00	
91	15000	Electrical Permits	7,800.00	4,375.00	·	·		4,375,00		3,425,00		437.50
92	15000	Electrical Submittais	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	240.90	1,305,00
94	16000	Electrical Light Fixture Package	65,600,00	50,950.00				58,950,00	90%	5,550.00		5,895,00
- 95	16000	Electrical Distribution Packaga	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%		250,00	4,000.00
97	16000	Electrical 2nd Sublevel Garage UG and Deck	200,000,00	190,000,00		·		190,000.00	85%	10.000.00		19,000.00
96	16000	Electrical 1st Sublevel Garage UG and Deck	265,000,00	242,500.00	<u> </u>			242,500.00	05%			24,258,00
88	16000	Electrical 1st Floor Rough and Trim	25,000.00	17,500.00	5,000.00		-	22,500.00			500.00	2,250.00
100	16000	Electrical 2nd Floor Rouch and Tom	25,000.00	17,500,00	5,000,00	-	-	22,500.00	90%		500.00	2,250.00
- · · ·	16000	Electrical Srd 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						1		22,600.00	90%	2,503,00	500,00	2,250.00
101	16000	Electrical 40 Floor Rough and Trim	25,000,00	17,500.00	5,000.00	-	· · · · ·	1 22,000.00	807	2,300,00	500,00	
		Electrical 4th Floor Rough and Trim	25.000.00	17,500.00	5,000.00		-	- 22,000.00	0%		500,00	-

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BUILDING	#3		Maria Auro		<u>a si </u>	i shi shi shi	- Carles	-NALACIAL -		· · · · ·		
105		Landseaping	00,000,00	- 1	•	-	-	-	0%	80,000,00	-	5 - 1
106	5100	Reinforcing Sizel Labor	364,250.00	360,260,00	-)	-		360,250,00	99%	4.000.00	-	\$ 36,025.00
107	5100	Reinfording Steel Material	506,612,50	508,612.50	-		.	508,812.50	100%	4,040,00		\$ 50,661.25
105	3300	Concrete Excevate Footings	248,500.00	248,500.00				248,500,00	100%			\$ 24,850,00
509	3300	Concrete Place Footings	200,000.00	200,000,00			-	200.000.00	100%			
110	3300	Concrete Form and Place Lower Wells	300,000.00	300,000,00	-	- 1		300.000.00				
111	3300	Concrete Form and Place Lower Columns	85,000,00	85,000,00				and the second se	100%			s 30,000,00
112	3300	Concrete Place and Finish Slab on Grade	130.000.00	120,000,00				85,000,00	100%			S 8,580,00
113								120,000.00	92%	10,000,00		\$ 12,560.00
	3300	Concrete Form and Place Mid Deck	450,000,00	450,000.00				460,000.00	100%	-		5 45,000.00
114	3300	Concrete Form and Place Mid Walls	300,000.00	300,000.00				300,000.00	190%		·	S 30,000.00
115	3300	Concrete Form and Place Mid Columns	85,000.00	85,000.00		-	·	85,000.00	100%	- 1	-	\$ 8,500.00
116	3300	Concrete Form and Place Upper Dack	602,900,00	602,000,00				802,900.00	100%	·		\$ 50,290.00
117	3450	Precast Concrete (Budgel) 1st floor	25,000.00	12,700.00			6,350.00	12,700.00	51%	12,300.00	-	S 1,270.00
118	3450	Precasi Concrete (Budgel) 2nd Floor	25,000.00	12,700.00	·	- 1	6,350.00	12,700.00	51%	12,300.00	-	\$ 1,270.00
110	3460	Precasi Concrete (Budgel) 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	32,100.00	16,050.00	16,050.00		-	32,100,00	100%		1,605.00	S 3,210.00
122	4100	Masonry Thin Brick Veneer	(51,200.00				<u> </u>		0%	151,200,00		5 -
123	6415	Granile (Budgel)	16,000.00	-					0%	18,000.00		5
124	5100	Steel	2,120,000.00	2.076,268.43	2,957.00	-	199,386.60	2,079,225.43	98%	40,774,57	295,70	\$ 207,922,54
125	6200	Finish Carpentry (Budget)	43,429.00	10,581,33	7,715.39		1,882.93					
125	7610	Fireprofing	34,200.00	34,200.00	7,715.39		1,602.33	27,296,72	63%	16,132.26	771.54	\$ 2,729.67 \$ 3,420.00
	the second se			34,200,00				31,200.00	100%			
127	7220	Insulation	57,280.00	·····					0%	57,280,00		\$ -
128	7720	Resting	242,860.00	189,430.80				189,430.80	75%	53,429.20		\$ 18,943.0B
120	7100	Waterproofing	174,450.00	131,691.34			68,377.13	131.691.34	75%	42.758.60		\$ 13,169.13
130	_7240	Slucco	331,100.00		18,999,42			18,999.42	6%	312,100.58	1,899.94	
131	8560	Windows	268.500.00	246,000,00	ì		248,000.00	248,000,00	92%	20,500,00		5 24,800,00
132	6400	Storefront Doors	91,500.00	54,450.00	·····			54,450.00	<u></u>	37,050,00	-	5 5,445.00
133	9200	LGMF and Drywall	302,000.00	170,000.00	80,600.00			250,500.00	53%	51,500.00	8,050.00	\$ 25,050.00
134	9600	Flooring	300,000.00				<u>-</u>		0%	300.000.00	-	5
135	0066	Painting	85,000.00						0%	85,000.00		<u>s</u>
135	14200	Elevalors	306,562.00	234,159.32	27,109.50		177,788.00	261,298.62	85%	45,263.18	2,710.95	\$ 26,129.88
137	1500	Meghanical Mobilization	3,750.00	3,750.00	-	-	-	3,750.00	100%	-	-	\$ 375.00
138	1330	Mechanical Submittais	337,50	205,00	-		-	205,00	61%	132.50	- 1	\$ 20.50
139	1310	Mechanical General Conditions	532,13	361.84	_			361,84	68%	170,29		\$ 36.18
140	1780	Mechanical Close-out Documents	300.00	-					0%	300.00		s
143	15020	HVAC Permit	1,200,00	1,200.00				1,200,00	100%			5 120.00
142	15020	HVAC Pre-Rock-Line Set Piping	37,450.00	1,200.00				14,960.00	40%	22,470,00	1,498.00	\$ 1,498.00
143	15020	HVAC Fre-hock-une Set Piping	28,960.00	5,992,00	14,980.00		······································	6,992,00	20%	23,968.00		\$ 599.20
												\$ 599.20 \$
144	15020	HVAC Rough Duct	29,960.00			-			0% 0%	29.050.00		5 -
	15020	HVAC Set Equipment	29,960.00							29,960.00		<u>s</u>
146	15020	TTTTTTTTTTTTTTTTTTTTTTTTTTTTTTTTTTTTTT	7,490.00					•	0%	7,490.00		5 -
147	15020	HVAC FSD - DO Testing	7,490.00	•	·•	<u>*</u>			0%	7,490.00		
148	15020	HVAC Start-Up	7,490,00		-	~ !	·		0%	7,490.00		\$ -
149	15010	Plumbing Permit	2,870.00	2,841.30				2,841.30	09%	28.70		3 284.13
150	15010	Plumbing Excavation and Backfill	48,992.00	48,502,08	· · · · ·	· · · · · · · · · · · · · · · · · · ·		48,502.08	00%	489.92	•	\$ 4,850.21
151	15010	Plumbing U/G Sanitary Piping	24,850,00	24,601,50	<u> </u>			24,601,50	99%	248.50		\$ 2,460.15
152	15010	Plumbing U/G Storm Ploing	83,311,00	112,477,89				82,477,89	99%	833,11	•	5 8,247.79
153	15010	Plumbing Pre-Gast Structures	29,675,00	29,081,50	<u> </u>		-	29,081.50	98%	593,50	•	S 2,908.15
154	15010	Plumbing Building Water Service	3,215,00	3,182.85	-	-	-	3,182.85	99%	32,15		\$ 318.29
155	15010	Plumbing Sieeves and Inserts	7,660.00	7,583,40	-	-	-	7,583,40	89%	76.60	l	S 758.34
158	15010	Plumbing A/G Waste & Vent	54,020.00	32,412.00	-	-	-	32,412.00	60%	21,608.00	~	S 3,241.20
157	15010	Plumbing Onlins / Carriers	25,827.00	24,535,85		-		24,535.65	95%	1,291.35	-	\$ 2,453.57
158	15010	Plumbing A/G Storm Piping	45,658.00	20,546.10	-	-	_	20,546.10	45%	25,111.80	-	5 2,054.61
159	15010	Plumbing A/G Domestic Water	78,766.00	19,691,60	· ·	-		19,691,50	25%	59,074.50	-	\$ 1.969.15
160	15010		8,164,00	1,632.60	-			1,632,80	20%		-	S 163.25
161	15010	Plumbing Fixtures	44,532.00	1,032.00	1	-	+	1,0.52,00	0%		-	s 103.25
162	16010	Plumbing Equipment	26,160.00	3,130.20			523.20	3,139.20	12%			5 313.92
						and the second						
153	15010	Plumbing Insulation - Firestop - Fire Protection	486,500.00	329,149.68	1		24,004.68	329,149.68	68%	157.350.32		S 32,914.97

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JUILDING	i #3 Continu	ed	a Salata Shire	a da anti-			Na ser fan de	elletty				
104		Electrical Engineering	18,600.00	- 1		- 1			0%	18,600.00	- 5	
165	16000	Electrical Mabilization	-	-	-	-	-	-	0%	10,000,007	- 15	
166		Electrical Office Trailer/Admin.	14,400.00	3,139.00	1,000.00	-	-	4.139.00	20%	10,261,00	100.00 S	413.90
157	16000	Electrical Proj Engineer, CAD, Assistant	0,000,00	5,018,75	1,500.00	-		6,518,75	72%	2,481,25	150.00 \$	651.88
168		Electrical Permits	7,800.00	4,375,00			-	4,375,00	56%	3,425,00	2 -	437.50
169		Electrical Submittais	1.200.00	1,200.00		-	-	1,200,00	100%	- 1-	- 5	120.00
170	16000	Electrical Supervision/Planning/Coordination	14,400.00	10,650,00	2,400,00	-	-	13,050.00	81%	1,360.00	240.00 \$	1,305,00
171	16000	Electrical Light Fixture Package	65,500,00	58,850.00	-	- 1	-	58,950.00	80%	6,550,00	- 5	5,895.00
172	16000	Electrical Distribution Package	25,000,00	22,500.00		-	-	22,500.00	80%	2,500.00	- 5	2.250.00
173	16000	Low Vollage Systems (EA, CCTV, CA, etc.)	50,000.00	20,000.00	5,000.00		~	25,000.00	50%	25,000.00	\$00,00 \$	2,500.00
174	15000	Electrical 2nd Sublevel Garage UG and Deck	200,000,00	190,080,00			-	190,000.00	85%	10.000.00	- 5	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	- S	24,250.00
176	18000	Electrical 1st Roor Rough and Trim	25,000,00	5.000.00	5,000,00		-	10,000,00	40%	15,000,00	500.00 s	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 5	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 S	1,000.00
179	16000	Electrical 4th Floor Rough and Trim	25,000.00	5,000.00	5,000,00	<u> </u>		10,000,00	40%	15,000.00	500.00 S	1,000.00
160	16000	Electrical Roof Plan	2,500.00	•		-	· · · ·	-	0%	2,500.00	- 5	-
181	1000	Contractor Fee	749,413.00	540,051.55	15,444.61			555,496,16	74%	193,916.84	1,544.46 S	55,549.62
		- Contraction and the second states and the					1.171	ee'ddae o 🕺				
182	2900	Landscaping	45,000.00	Ŀ	<u></u>	-	-	<u> </u>	0%	45,000.00	-	-
183	5100	Reinforcing Steel Labor	220,000.00	217,800,00	-	-	-	217,800,00	89%	2,200,00	-	21,780,00
184	51D0	Reinforcing Steel Material	281,821.00	281.821.00	-		-	281,821.00	100%	-	-	28,182,10
185	3300	Concrete Excavate Footings	250,000.00	260,000.00	-	-	-	250,000.00	100%		-]	25,000.00
186	3300	Concrete Place footings	250,000.00	250.000.00	-	-		250,000,00	100%	-	-	25,000,00
167	3300	Concrete Form and Place Walls	643,746.00	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 Place Slab on Grade	150,000.00	145,000.00			-	145,000,00	97%	5,000.00	-	14,600.00
190	3300	Concrete Form and Place Deck	362,477.00	362,477.00		<u>+</u>	-	362,477.00	100%	-	-	36,247.70
191	3300	Concrete Place 2nd Floor	46,300.00	45.837.00				45,837.00	89%	463.00		4,583,70
192	3900	Concrete Place 3rd floor	30,000.00	28,500.00	-	-		28,500,00	£5%	1,500,00	- 1	2,850,00
193	3300	Congrete Place 4th Floor	30,000,00	28,500.00				28,500.00	<u>\$5%</u>	1,500.00		2,850.00
194	3300	Concrete Place 5th Floor	30,000.00	28,500.00	-			28,500.00	95%	1,500.00		2,850.00
185	3300	Concrete Place 6th Floor	30,000.00	28,500,00	· · · ·			28,500.00	05%	1,500.00		2,050,00
196	3300	Concrete Place 7th Floor	30,000.00	28,500.00				28,500.00	85%	1.500.00		2,850.00
197	8300	Concrete Place 8h floor	30,000,00	28,500,00		<u>-</u>	-	28,500,00	95%	1,500.00		2,850.00
198	3300	Concrete Place 9th floor/Roof	30,000,00	15,000,00		<u> </u>		15,000.00	50%	15,000.00		1,500.00
199	4100	Masomy CMU	45,200,00	40,680.00	4,520.00			45,200.00	100%	-	452.00	4,520.00
200	5415	Granita (Budget)	100.000.00				~		0%	t00,000.00		
201	5100	Steal	5,668,979,00	5,326,534,35		·	617,989.68	5,326,534,35	94%	363,444.65		532,653.44
202	5100	Miscellaneous Steel	2,451.00		:				0%	2,461.00		
203	6200	Finish Camenuy (Budget)	650,000,00	155,434,19	3,455,50	36,894,60	121,129.19	195,784,29	30%	454.215.71	4,035.01	19,578.43
204	7810	Fireproofug	191,600.00	172,440.00				172,440.00	90%	10,160.00		17,244.00
205	7220	Institution	51,680.00		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	7100	Waterproofing	89,443.00	64,122.71			*	64,122.71	?2%	25,320.29		6,412.27
208	8800	Glass and Glazing	6,100,000.00	062,600.00	130,000,00	1,794,208.00	685,000,00	2,876,708,00	56%	2,223,292.00	192,420.80	287,670.80
209	9200	LGMF and Drywall	1.620,000.50	788,725.00	52,675,00			841,400.00	52%	778,600.50	5,267,50	84,140.00
210	9600	Flooring	450,000,00						0%	460,000.00		•
211	0069	Painting	235,000.00						0%	235,000.00		-
212	11000	Appliances (Budget)	112,000.00	~~			·		0%	112,000.00		
213	14200	Elevators	557,003.00	320,357,00		~	150,256.00	320,357.00	57%	245,546.00		32.035.70
214	1500	Mechanical Mobilization	17,500.00	17,500.00		· · ·	·	17,500,00	100%			1,750.00
215	1330	Mechanical Submittais	1,675,00	1,212.07	· · · ·	· · · · ·		1,212.07	77%	362,93	-	121.21
216	1310	Mechanical General Conditions	2,483.25	2,316.57		~		2,316.57	83%	166.68		231.66
217	1780	Mechanical Close-out Documents	1,400.00		· · · · · ·				0%	1,400.00		ž
 		AVAD THE Roar					ļ		L			
218	15020	HVAC Permit	10,403.00	10,493.00			· · · · ·	10,493.00	100%			1,049.30
218	16020	IIVAC Pre-Rock-Une Set Piping	4,202.25	3,151.69	G00.04			3,782.03	90%	420.22	63.03	378.20
220	15020	HVAC FAU Materials HVAC Rough Duct	3,361.60	3,361,80	·			3,361,80	100%			336.18
221			3,381,80					3,361.80	100%			336,18

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BUILDING	#7 Contin	ued	estadores		e ester i de la sub-	la sur t	1444	و با با ا	a servera a servera				
222	15020	HVAC Condensor Materials	3.361.80	~ 1	3.361.80			- 1	3,361.80	100%		336,18	336.16
223	15020	HVAC Set Condenses	640,45	-			1	- 1		0%	640.45	530.16	
224	15020	HVAC Sel Trim	840,45		-				-	0%	840,45		
225	15020	HVAC Slart-Up	840,45			-				0%	B40,45		
		HVAC 2nd Root											·
228	15020	HVAC Pre-Reck-Line Set Piping	14,007.50	10,505.63	2,101,13			-	12.608.76	90%	1,400,74	210.11	1,260.66
227	15020	HVAC FAU Materials	11,293,00	11,203,00			1		11,203,00	100%	1.400.74		1,120.30
228		HVAC Rough Duct	11,206.00	11,205.00					11,206,00	100%			1,120.60
229		HVAC Condensor Materials	11,206,00		11,200,00		i	- 1	11,208.00	100%		1,120,60	1,120.60
230	15020	HVAC Sel Contenses	2,801,50				i		11,200,00	0%	2.801.50	1,120,80	1.120.00
231		HVAC Set Trim	2.801.50	-		-	ì	-		0%	2,801,50		
232		IVAC Start-Up	2,801.60							C%	2,801.50		
		HVac 3-5 Ploor									2,001,00		
233	15020	HVAC Pre-Rock-Une Set Piping	14,007.50	10,505.63	2,101.13	-	1	-	12,606,76	90%	1,400.74	210.11	1,260.68
234	15020	HVAC FAU Materials	11,203.00	11,203.00	-	- 1		-	11,203,00	100%			1,120,30
235	15020	HVAC Rough Duct	11,200,00	11.205.00	- 1	-	1	-	11,206.00	100%	-	<u>.</u> 1	1.120.60
236	15020	HVAC Condensor Materials	11,206.00	-	11,206.00	-		- 1	11.205.00	100%	_	1,120.60	1,120,60
237	15020	HVAC Set Condensers	2,801.50	- 1	_	- [1	- 1	-	0%	2,801.50		
238	15020	HYAC Set Trim	2,801,50		-	- 1	1	- 1	-	0%	2,801.60	-	
239	15020	HVAC Start-Up	2,801.50	-		-		- 1		0%	2,801,50	-	-
		Inde in Also, V. Start Start Start Start Start											
24D	15020	HVAC Pre-Rock-Line Set Piping	14,007,50	10,505.63	2,101,13	-		-	12,606.76	90%	1,400.74	210.11	1,260.68
241	15020	HVAC FAU Materials	11,203.00	11,203,00	-		ł	+	11,203.00	100%	-	-	1,120.30
242	15020	HVAC Rough Duct	11,205.00	11,206.00	-	-		- 1	11,206.00	100%	-	-	1,120.60
243	15020	HVAC Condensor Materials	11,206.00	-	-	-			-	0%	11.208.00	۰.	
244	15020	HVAC Set Condensers	2,801.50			-				0%	2.801.50		
245	15020	HVAC Set Trim	2,801.50		<u> </u>	•				0%	2,801.50		
246	15020		2,801.50		-				-	0%	2,801.50	-	-
	L	HYAC Sin Flaut											
247	15020		14.007.50	10,505.63	2,191.13	· · · ·			12,606.76	90%	1,400.74	210,11	1.200.68
248		HVAC EAU Malerials	11.203.00	11,203.00					11,203.00	100%		<u>.</u>	1,120.30
249	15020		11,205.00	11,206.00			1	-	11,205,00	100%	·		1,120.60
250	15020		11,206.00		·····					0%	11.206.00		·····
251	15020.		2,801.50							0%	2,801,50		
252	15020		2,801.50				····	·····	·	0%	2,601.50		
253	15020	HVAC Slatt-Up	2,801.50						<u>_</u>	0%	2,801,50		
		HVAC 60 Flog											
254	15020		14,007.50	3,501.88	8,104.66			*	12,606.76	80%	1,400.74	910.49	1,260.68
255	15020		11,203.00	11,203.00					11,203.00	100%			1,120.30
250	15020		11,206.00	11,205.00		-			11,205.00	100%	11,206.00		1,120.00
257	15020		11,206,00							0%			
258	15020		2,801.50	<u>_</u>					-	0%			
259	15020		2.801.60							0%			
260	15020	HVAC SIRI-UD HVAC 7/h Flabr	¢,001.09		<u>-</u> +					V2	6,007,00		
261	15020		14,007.50	3,501,98	7,003.76				10,505.63	75%	3,501.87	700.38	1,050,56
261	15020		11,203.00	11,203.00					11,203.00	100%			1.120.30
263	15020		11,205.00	2,801.50	B,404.6D	-			11,206.00	100%		840.45	1,120.60
			1	PINE I WE						0%			
			11 205 00	. 1									
264	15020	HVAC Condensor Materials	11,205.00					-		0%	2,801.50		-
264 265	1502D 15020	HVAC Condensor Materials HVAC Set Condensers	2,801.50			-			······	0% 0%			· · · · ·
264 265 266	15020 15020 15020	HVAC Condensor Materials HVAC Set Condensors HVAC Set Trim	2,801.50 2,801.50			-		-	·		2.801.50		- -
264 265	1502D 15020	HVAC Condensor Malerials HVAC Set Confensora HVAC Set Trim HVAC Set Trim	2,801.50						······	0%	2.801.50		-
264 265 266 267	15020 15020 15020 15020	HVAC Condensor Malerials HVAC Set Confensors HVAC Set Trim HVAC Set Trim HVAC Set Trim HVAC Set Set Up	2,801.50 2,801.50 2,801.50						······	03	2,801.50		1.050.55
264 265 266 267 268	15020 15020 15020 15020 15020	HVAC Condensor Malerials HVAC Sel Condensor HVAC Sel Tim HVAC Start-Up HVAC Start-Up HVAC Start-Up HVAC Pre-Rock-Unis Set Picing	2,801.50 2,601.50 2,801.50	- 3,501.88				<i></i>	10,505,63	0%	2.801.50 2,801.50 3,501.87		-
264 265 266 267 268 268 269	15020 15020 15020 15020 15020 15020 15020	HVAC Condensor Malerials HVAC Set Condensor HVAC Set Tifm HVAC FAU Materials	2,801.50 2,801.50 2,801.50 2,801.50 14,007.50 11,203.00	- - - - - - - - - - - - - - - - - - -	- 7,003.75	•		*	10,505,63	03 07 753 \$005	2.801.50 2.801.50 3.501.87	700.38	- 1.050.56 1,120.30
264 265 266 267 268 269 270	15020 15020 15020 15020 15020 15020 15020 15020	HVAC Condensor Malarials HVAC Set Condensora HVAC Set Trim HVAC Set Trim HVAC Set Trim HVAC Set Trim HVAC Pra-Rock-Line Set Piolog HVAC Pra-Rock-Line Set Piolog HVAC Rough Duct	2,801.50 2,801.50 2,801.50 2,801.50 14,007.50 11,203.00 11,206.00	3,501.88 11,203.00	7,003.75	-		-	10,505,63	09 09 753 \$005 509	2.801.50 2,801.50 3,501.87 5.603.00		-
264 265 268 267 268 269 270 271	15020 15020 15020 15020 15020 15020 15020 15020 15020	HVAC Condensor Malerials HVAC Set Tim HVAC Set Tim HVAC Start-Up HVAC Start-Up HVAC Start-Up HVAC Start-Up HVAC Start-Up HVAC FAL Meterials HVAC FAL Meterials HVAC Rough Duet HVAC Rough Duet	2,801.50 2,801.50 2,801.50 14,007.50 11,203.00 11,205.00 11,205.00	- 9,501.88 11,203.00 - -	- 7,003.75				10,505,63	09 07 753 3005 509 01	2,801,50 2,801,50 3,501,87 5,503,00 5 11,206,00	700.38 	1.050.55 1,120.30 560.30
264 265 268 267 268 289 270 271 271 272	15020 15020 15020 15020 15020 15020 15020 15020 15020 15020 15020	HVAG Condensor Malerials HVAC Sel Condensor HVAC Set Tim HVAC Set Tim HVAC Set Tim HVAC Prevent Annual Set Piping HVAC FAU Materials HVAC FAU Materials HVAC Condensor Materials HVAC Condensor Materials IVAC Set Condensore	2,801.50 2,801.50 2,801.50 2,801.50 14,007.50 11,203.00 11,203.00 11,205.00 2,801.50	3,501.88 11,203.00	7,003.75	-		-	10,505,63 11,203,00 5,603.00	09 09 753 \$005 509	2.831.50 2.801.50 3.501.87 5.603.00 5 11.206.00 2.601.50	700.38 	1.050.56 1,120.30 560.30
264 265 266 267 268 269 270 270 271	15020 15020 15020 15020 15020 15020 15020 15020 15020	HVAC Condensor Malerials HVAC Set Condensor HVAC Set Trim HVAC Start-Up HVAC Start-Up HVAC Pre-Rock-Line Set Piping HVAC Pre-Rock-Line Set Piping HVAC Rough Duct HVAC Rough Duct HVAC Condensor Materials HVAC Condensor Materials HVAC Set Condensore HVAC Set Trim	2,801.50 2,801.50 2,801.50 14,007.50 11,203.00 11,205.00 11,205.00	3,501.88 15,203.00 	7,003.75			-	10,505,63 11,203,00 5,503,00	09 07 755 3005 509 01 09	2.831.50 2,801.50 3,501.87 5,503.00 5,503.00 5,11,206.00 4,2,801.50 5,2801.50	700.38 	1.050.56 1,120.30 560.30

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UILDING	#7 Continu	nd.2. * 9 fostes skriv CO. Andrea Brittin Francis		the second of		5		the factor of the second				
		red			T	T I I I I I I I I I I I I I I I I I I I	······ i ···· i ··· i		·	T		
275	15020	HVAC Pre-Rock-Line Set Plping	4,202.25	1,050,56	2,101.13	-		3,151.69	75%			
276	15020	HVAC FAU Materials	3,361.60	3,361.80	2.101.13					1,050.58	210,11	315.17
277	15020	HVAC Rough Durt	3,351,80	2,291,00	840.45			3,361.80	100%		· · · · · · · · · · · · · · · · · · ·	336.16
278	15020	HVAC Condensor Malerials	3,351.60					640,45	25%	2.521.35	84.05	84,05
279	15020	HVAD Set Condensers	840.45						0%	3,361.80		•
260	15020	HVAC Set Trim	840.45			·····			0%	840.45		······
281		HVAC Stat-Up		·					0%	840.45	<u> </u>	
- 201	15020		840.45		*				0%	840,45		
		HVAC Common Aless and Reoffor										
282	15020	HVAC Pre-Rock-Une Set Piping	151,250.00	63,187.50	68,062,50		-	161.250.00	100%	-	6,006,25	15,125.00
283	15020	HVAC FAU Malerials	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		-	108,900.00	20%	12,100.00	4,840,00	10,890,00
285	15020	HVAC Condensor Materials	121,000,00	30,250.00				39,250.00	25%	90.750.00	- 1	3,025,00
286	15020	HVAC Sal Condensers	30,250.00	-		-	-	-	0%	30,250,00		-
267	15020	HVAC Sal Trim	30,250,00	-	-	-	- 1	-	0%	30,250,60	.	
288	15020	HVAC Stait-Up	30,250.00		-		- 1	-	0%	30,250.00		-
		Plambing Below Portion					1			and a second sec		
289	15010	Plumbing Permit	10,173.00	9,969,54	-	-	-	9,969,54	98%	203,46	- 1	996,95
290	15010	Plumbing Excevation and Backfill	53,200.00	52,136.00	-		_	52,136,00	98%	1,064.00	-	5.213.60
291		Plumbing U/G Sanitary Ploing	32.207.00	31,562.86	-		-	31,562.86	98%	644.14	-	3.156.29
292		Plumbing WG Storm Piping	37,376.00	30,628,48	-	~		36,628,48	98%	747.52		3,662.65
293			13,524.00	13,253.52		-		13,253.52	98%	270.48		1,325.35
204	15010	Plumbing Building Water Service - Fire Protection	126,571.00	74,451.45			70,956,00	74,461.46	58%	54,109.54		7,446,15
		Plumbing 1st Flagr	120.9(1.00	74,401,40			70,830,00	14,401.40	00%	54,109,54		7,440,10
295	16010	Ptumbing A/G Wasta & Vent	43.730.00	39.357.00	·			39,357.00	90%	4,373.00		0.005.70
296	15010	Plumbing Drains / Carriers	6,207.00	5,898.65					95%			3,935,70
297	15010	Plumbing Slaeves and inserts	3,707.00	3,632,86				5,896.65		310,35		509.67
	15010							3,632,86	98%	74.14		363.29
298		Plumbing A/G Storm Plotog	5,287.00	4,229,60	525,70	······································		4,758.30	90%	528,70	52.07	475.83
299	15010	Plumbing A/G Domestic Water	65,999.00	46,199,30	13,199,60	· ·	-	59,399.10	90%	6,599,90	1.319.95	5,939,91
300	15010	Plutnblng A/G Ges Piping	12,029.00	8,014.50	2.405.80		·····	8,420.30	70%	3,608.78	240,58	842.03
301	15010	Plumbing Tubs & Hook-ups	10,684.00	1,058,40		î	·	1,068.40	10%	9,615,60		105.64
302	15010	Plumblog Fixtures	19,118.00	1,911,80			•	1,9:1.80	10%	17,206.20		19[,18
303	15010	Plumbing Equipment	11,672.00	2,334.40	1,167.20			3,501.60	30%	8,170.40	118.72	350,16
304	16010		E,107.00	1,021.40		-		1,021,40	20%	4.085.60		102.14
305	15010	Plumbing Testing	3,868.00	967.00	-	-	*	867.00	25%	2,901.00		GB.70
306	15010	Plumbing Identification	750.00		-		-	· ·	0%	750.00		-
307	15010	Plumbing Insulation - Firestop - Fire Protection	47,103.00	28,920.80	1,130,78			30,051.50	64%	17.051.50	113.07	3,005,15
308	15010		43,730.00	34,984.00	4,373.00		-	39,357,00	90%	4,373,00	437,30	3,935,70
309	15010	Plumbing Drains / Comers	6,207.00	4,965,80	620.70	-		6,686.30	90%	620.70	62.07	556.53
310	15010	Plumbing Sleeves and Inserts	3,707.00	3,336,30	185.35	-	-	5,521.65	Ø5%	185.35	10.54	352.17
311	15010	Plumbing A/G Storm Piping	5,287.00	1,850.45	1,586.10	-	-	3,438,55	65%	1,850,45	150.61	343.55
312	15010	Plumbing A/G Domestic Water	65,999.00	39,599.40	13,199,80			52,799,20	80%	13,199,60	1.319.98	5 27 9.92
319	15010		12,029,00	4,811.60	2,405,80		-		60%	4,811,50	240.58	721.74
314			10,684.00	4,273.60				7,217.40			219,35	427.30
319	16010				-	•		4,273.60	40%	6,410,40		
	15010		19,118.00	1,911.80				1,911,60	10%	17,206.20		191,10
316	15010		11,672.00	1,167.20	-			1,157,20	10%	10,504.80		116.72
317	15010		5,107.00	1,021.40	510.70	·		1,532.10	30%	3.574.90	51.07	153,21
318	15010		3,868.00	773.60	1,160.40			1,934,00	50%	1,934.00	116.04	193.40
310	15010		750.00			·			0%	750.00		
320	15010		47,103,00	28,920,80				28,920.80	61%	18,182.20		2.892.00
		Plumbing 3rd Floor				· · · · · · · · · · · · · · · · · · ·	<u> </u>					
321	15010		43,730,00	34,984.00	4,373.00			39,357,00	80%	4,373.00	437.30	3,935,7(
322	15010		6,207.00	4,865.60	620,70		ļ	5,586.30	90%	620.70	62.07	658.63
323	15010		3,707.00	3,338.30	185.35	·		3,521.65	85%	185.35	18.54	352.17
324	15010	Plumbing A/G Storm Plaing	5,287.00	2,114,60	2,114.80		-	4,229.60	60%	1,057.40	211.40	422.80
325	15010	Plumbing NG Domestic Water	65,999.00	39,599,40	13,199,60	-	-	62,799.20	.00%	13,199.00	1,318.98	5,279.8
326	15010	Plumbing A/G Gas Piping	12,029.00	3,608.70	3,608,70	-	-	7,217.40	60%	4,811,60	360.87	721.74
			10,684.00	2,135.80	-		-	2,136.80	20%	8,547.20	-	213.6
327	15010											

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BUILDING #7 Continued...

		ued				· · ·	<u>n in de anno 1</u>	and the second second				
329		Plumbing Equipment	11,072.00	1,157.20	-		-	1,157.20	10%	10,504.90	- [116.72
330	15010	Plumbing Condensate Piping	5,107,00	1,021.40	-	-	-	1,021.40	20%	4.085.60		102.14
331	15010	Plumblog Testing	3,858.00	773.60	1,160,40	-	-	1,934.00	50%	1,934.00	116.04	193.40
332	15010	Plumbing Identification	751,00		• • •	- 1	-	-	0%	750.00		
333	15010	Plumbing Insulation - Firestop - Fire Protection	47,103.00	26,920.80	1,130,70		*	30,051,50	64%	17,051.60	113.07	3,005,15
		Flumbing 4th Floor			1		1				110.00	J. Dua, 10
334	15010	Plumbing A/G Waste & Vent	43,730.00	30,611.00	4,373,00	- 1	- 1	34,984.00	80%	8,745.00	437.30	0.400 en
335	15010	Plumbing Omins / Cantiers	6,207.00	3,103.60	1,862,10			4,965.60	80%		186.21	3,498,40
336	15010	Plumbing Sleeves and Inserts	3,707.00	3,336.30	185,35			3.521.65	95%	1.241.40		496.56
337	15010	Plumbing A/G Storm Piping	5,287.00	2.114.80	1,057,40					185.35	18,54	352.17
336		Plumbing A/G Domestic Water	55.990.00					3.172.20	60%	2,114.80	105.74	317.22
339				32,000.60	13,100.80			46,199,30	70%	19,709.70	1,319.98	4.519.93
		Plumbing A/G Gas Piping	12,029.00	6,014.50	2,405.80			8,420.30	70%	3,608.70	240,58	642.03
340	15010	Plumbing Tubs & Hook-ups	10,684.00	1,068,40	······	·		1,068,40	10%	9,615.60		106.84
341	15010	Plumbing Fixtures	19,116,00	1,911.80				1,911.80	10%	17,208.20		191.18
342	15010	Plumbing Equipment	11,672,00	1.157.20		-	-	1,167.20	10%	10,604.80	- 1	116,72
943	15010	Plumbion Condensate Pipipg	5,107.00	1,021.40	-	. 1		1,021.40	20%	4,085,60	- 1	102.14
344	15010	Plumbing Testing	3,868.00	773,60	1,150.40	- 1	-	1,934.00	50%	1.934.00	116.04	193.40
345	16010	Plumbing Identification	750.00	-	-		.	-	0%	750.00		
346	16010	Plumbing Insulation - Firestop - Fire Protection	47,103.00	28,920.80	1,130.70	-	-	30,051,50	64%	17,051.50	113.07	3.005.15
		Plumbing Sine foor		1			1		82.0			
347	15010	Plumbing A/G Waste & Vent	43,730.00	13.119.00	8,746.00	-		71 805 00	FOR		874.60	0 405 50
348	15010	Plumbing Drains / Carriers	6,207.00		820,70			21,605.00	50%	21,865.00		2,186.50
349	16010			4,965.60			······	5,586:30	80%	620,70	62.07	558.63
	and the second se	Plumbing Sloaves and Inserts	3,707.00	3,336.30	185.35			3,621.65	0.5%	185.36	18,54	362,17
350	15010	Plumbing A/G Storm Piping	5,287.00	1,321.76	1,566.10	<u> </u>		2,907,85	55%	2,378.15	158,01	290,79
351	15010	Plumbing A/G Domestic Water	65,999.00	16,499.75	19,799.70			36,299,45	55%	29,699.55	1,979.97	3,629.05
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 Tubs & Hook-ups	10,684,00	1,058.40			-	1,058,40	10%	9,515.60	•	105.84
354	15010	Plumbing Fixiures	18,118,00	955.90			-	055,90	5%	18,162.10	-	05.60
355	15010	Plumbing Equipment	11,672,00	1,167.20	-		-	1,167.20	10%	10,504,80		116.72
356	15010	Plumbing Condensale Piping	5,107.00	1,021.40	-	-		1.021.40	20%	4.085.60	-	102.14
357	15010	Plumbing Testing	3,868.00	386.60	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 - Firestop - Fire Protection	47,103.00	28,920.80	1,130,70	-	-	30,051,50	64%	17,051.50	113.07	3.005.15
		Plumölny din Floor										
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	1.311.93
361	15010	Plumbing Drains / Carriers	6,207,00	3,724,20	1,241,40			4,985.60	80%	1,241.40	124.14	406.66
362	15010	Plumbing Gleeves and Inserts	3,707,00	2,965.60	370.70			3,336.30	90%	370.70	37.07	333.63
353	15010	Plumbing A/G Storm Piping	5.287.00	528.70	1.686.10				40%	3,172,20	158.61	211.48
364	15010	Plumbing A/G Domestic Water	65,999.00	13,199.60				2.114.60				
				13,199,60	19,799,70			32,999,50	50%	32,999.50	1,879.97	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
365	15010	Plumbing Tubs & Hook-ups	10,684.00		<u>-</u>				0%	10,654,00		·····
367	15010	Plumbing Fixtures	19,118,00						0%	19,118,00	·····	
368	15010	Plumbing Equipment	11.672.00						0%	11,672.00		-
369	15010	Plumbing Condensate Piping	5,107.00	-	-	-			0%	5,107.00	· · · · ·	
370	16010		3,868,00	<u>-</u>	386.60			385,60	10%	3,491.20	38.65	38,65
371	15010	Plumbing Identification	750.00		•	*			0%	750.00		
372	15010	Plumbing insulation - Firestop - Fire Protection	47,103.00	28,167,00	376,90	-	-	28,543.90	61%	18,559,10	37.69	2,854,39
		Plumbing 7th Floor										
373	15010		43,730,00	-	4,373.00	~	-	4,373.00	10%	39,357,00	437.30	437.30
374	15010		6,207,00		1.862.10	-	1	1,862.10	30%	4,344,90	186.21	186,21
375	15010		3,707.00	2,985.60	370.70			3,336.30	90%	370,70	37.07	333.63
				1	628.70		+	528.70				52.87
376	15010		5,267.00						10%	4,758,30	52,87	
377	15010		65,999,00		6,599.90		+	6,599.90	10%	59,399,10	659.99	659,99
378	15010		12,029.00		1,202.90			1,202.90	10%	10,826,10	120.29	120,29
379	15010		10,684.00					·	0%	10,684.00	-	
380	15010		10,118.00		l	-			0%	19,118.00		-
381	15010		11,672.00	· · · ·	·····	· · · · ·	1		0%	11,672.00	·	· · ·
382	15010		5,107.00						0%	5,107.00	ļ	<u>-</u>
383	15010		3,888.00	·	386.60	-		386.50	10%	0;481.20	38,68	38.68
364	15010	Plumbing Identification	750,00		•		· · ·	·	0%	750.00		
		Plumbing insulation - Firestop - Fire Protection	47,103.00	28,157.00	376.90			28,543,90	61%	18,559,10	37.69	2,654.35

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	41.Colum	Plumbing 8th Floor	<u>anarjaden di statur</u>			·······	·····		······		·····	· · · · · · · · · · · · · · · · · · ·
386	15010	Plumbing A/G Waste & Vent	12 700 00	-								
387			43,730.00						0%	43,730.00		-
368		Plumbing Drains / Carriers	6,207.00					- -	0%	6,207.00		
388		Plumbing Bigeves and Inserts	3,707.03		·	· · ·		i	0%	3,707.00	· · ·	<u> </u>
		Plumbing A/G Storm Piping	5,287.00						D96	5,287.00	•	-
390 (Plumbing A/G Domestic Water	65,999.00	· ·				<u> </u>	0%	G5.999.00	-	
3191		Plumbing A/G Gas Piping	12,028.00		· · ·	<u> </u>			0%	12,029.00	-	-
392		Plumbing Tubs & Hook-ups	10,684.00	-	- 1	-	-	- 1	0%	10,684.00		.
393	15010	Plumbing Fixtures	19,118.00	•	-	-	-	·· · - 1	0%	19,118.00		
	15010	Plumbing Equipment	11,672.00			-	-	- 1	0%	11,672.00	- 1	
395	15010	Plumbing Condensate Piping	5,107.00	-	-	- 1	-	-	0%	5,107,00		-
396	15010	Plumblog Testing	3,868.00	-		-	-	+	0%	3,668.00		~
397	15010	Plumbing Identification	750.00						0%	750.00		
398		Plumbing Insulation - Firestop - Fire Protection	47,103.00	!					0%	47,103.00		
		Plumbing the Floor							U76	47,103.00		<u>-</u>
399	15010	Plumbing A/G Waste & Vent	47 770 00 1									
400			43,730.60				•		0%	43,730.00		
		Plumbing Drains / Carriers	6,207,00						0%	6,207.00		
401		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	12,029.00						0%	12.029.00		
405		Plumbing Tubs & Hook-ups	10,684,00			-			0%	10,684.00		······
406		Plumbing Fixtures	19,118,00	· · · ·					0%	19,118.00	· · · ·	
407		Plymbing Equipment	11.672.00			-	-		0%	11,672.00		
408	15010	Plumbing Condensale Piping	5,107,00	-	- [-			0%	5,107,00	-	-
. 409	15010	Plumbing Testing	3,868.00	- 1	·	-	-	- 1	0%	3,668.00		-
410	15010	Plumbing Identification	750.00	-	-	-	+	-	0%	750.00		-
411	15010	Plumbing Insulation - Firestop - Fire Protection	47,103,00	-	- 1	-	-	-	0%	47,103.00		-
		Electrical									T	
412	16000	Electrical Engineering	52,700.00	39,606.40	-	-	-	39,506.40	75%	13,193.60		3,650,64
413		Electrical Mobilization	28,320,00	28,320.00	• ·		-	28,320.00	100%			2,832.00
414	16000	Electrical Office Trailed Admin.	40,600.00	18,916,00	1.000.00	*		19,915.00	49%	20,684.00	100.00	1,991.60
415	16000	Electrical Proj Engineer, CAD, Proj Assistant		24,367.50	1,600,00			25,867,50	101%	(367.50)	150.00	2,586,76
			25,500.00		1.040.44						130,00	1,739,00
410	16000	Electrical Permits	22,100.00	17,390.00		-		17,390.00	79%	4,710.00		
417	16000	Electrical Submittais	3,400,00	3,400.00				3,400.00	100%			346.00
418	16000	Electrical Supervision/Planning/Coordination	40,600,00	38,500.00	2,400.00		·	38,900,00	95%	1,800,03	240.00	3,800,00
419	16000	Electrical Light Fixture Package	141,000.00	62,259.00			· · ·	92,250.00	65%	48,750.00		9,225.00
420	16000	Electrical Distribution Package	225,000.00	158,000.00	34,000,00	•	38,000.00	192,000.00	85%	33,000,00	3,400,00	19,200.00
421	15000		50,000,00	23,872,00	10,000,00	-		33,872.00	6B%	16,128.00	1,000.00	3,287,20
422	16000	Electrical Generator	100,000.00	85,000,00				95,000.00	95%	5,000,09		9,500.00
423	16000	Electrical Understab Branch Conduit & Wire	68,000.00	64,500.00		~ ~		64,500.00	25%	3,500,00		6,450.00
424	16000	Electrical Garage & 1st floor deck-conduit/wire	330,000,00	313,600.00		-	<u> </u>	313,500.00	95%	16,500.00	-	31,350.00
425	16000		95,500.00	47,750.00	-	-	-	47,750.00	50%	47,750.00	-	4,775.00
426	16000		50,000.00	+	-	-	-	-	0%	10,000,00	-	
427	10000		95,500.00	76,750,00	4,500.00	-	900.00	61,250.00	85%	14.250,00	450.00	8,125.00
428	16000		10,000,00	-	-	•	-	-	0%	10,000.00	-	*
429	16000		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		10,000,00	•	-	*		-	0%	10,009,00	-	-
430	16000		95,500,00	66,850.00	14.400.00		1,800.00	81,250.00	85%	14,250.00	1,440.00	8,125.00
			10.000.00		14,400.00		1,000,00	01,600.00	0%	10,000.00	1110.00	
432	16000			47 780 00	33 605 00	-	11,000.00	61.250,00		14,250,00	3,350,00	B,125.00
433	16000		05,500,00	47,780.00	33.600.00		11,000.00	61.450.00	85%	10,000,00	3,333,00 {	D, (20.00
434	16000		18,000.00		·	<u> </u>	1		0%	1		
435	16000		95,500,00	47,750.00		·	11,000.00	47,760.00	50%	47,750.00	·	4,775.00
436	16000		10,000,00				·		0%		↓	*
437	16000		95,500,00	47,750.00			11,000.00	47,750,00	50%			4,775.00
436	16000	Electrical 7th Floor Device and Fixture Trim	10,000,00			~		·	0%	the second secon	ļ	-
439	16000	Electrical 8th Floor Rough Walls/Cellings	95,500,00	29,900.00	18,750.00		11,000.00	47,750,00	50%		1,075,00	4,775.00
	16000		10,000,00	-	-	-	-	-	0%	10,000,00	-	-
440			1		1	1-)		50%	47,750.00	1.575.00	4,775.00
	16000	Electrical 6th Floor Rough Walls/Ceilings	05,500.00	29,000,00	18,750.00	·	20,000.00	47,750.00	507	47,750.00	1.013.00	
440			5.000.00	29,000.00	18,750.00		20,000.00	47,750.00	507 D%		1.313.00	

Page 8 of 15

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 HUILDING #8
 Figure 11 Second 11 Seco

dial lists dischaming Meet Later Properties - - 11000000 1000000 - - 11000000 1100000000000000000000000000000000000	445	5100	Reinforcing Steel Labor	210,000,00							00,000,00		
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44 490 Constrained Des Weis 590,000 - - 1 590,000 100 - 1 100,000 64 300 Consta finas Miles Control 590,000 - - 590,000 - - 600,000 105 - 600,000 105 - 600,000 105 - 600,000 105 - 600,000 105 - 600,000 105 - 600,000 105 - 600,000 105 - 600,000 105 - 600,000 105 - 600,000 105 - 600,000 105 - 600,000 105 - 600,000 105 - 600,000 105 - 600,000 105,000 - 600,000 105,000 105,000 100,000 105,000 - 100,000 100,000 100,000 100,000 100,000 100,000 100,000 100,000 100,000 100,000 100,000 100,000 100,000 100,000 <td></td> <td>-</td> <td></td> <td>12,750.00</td>											-		12,750.00
4.98 300 Covera France Rege Counts 495.000 . . 885.000 . . 685.000 4.9 200 Covera France Rege Counts 455.000 . <td></td> <td>16,000.00</td>													16,000.00
4.1 100. Constract Rate Binson (Exc.) 100. <t< td=""><td></td><td>3300</td><td>Concrete Form and Place Walks</td><td></td><td></td><td>-</td><td></td><td></td><td>300,000.00</td><td>100%</td><td>-</td><td>- ·</td><td>30,000.00</td></t<>		3300	Concrete Form and Place Walks			-			300,000.00	100%	-	- ·	30,000.00
									80,000,00	100%		-	8,000.00
193 203 Development and Place Deds 380.0000 195.0000 195.0000 195.0000 195.000000 195.0000000 195.000000000000000000000000000000000000			······································				-	-	156,800.00	98%	3,200.00	-	16,680,00
				360,000.00	350,000,00			-	360,000.00	100%	-	-	
dst. dst. <th< td=""><td>453</td><td>3300</td><td>LL Weight concrete (Budget)</td><td>146,892.50</td><td>20,000,00</td><td></td><td>-</td><td>-</td><td></td><td></td><td>126,692,50</td><td>-</td><td></td></th<>	453	3300	LL Weight concrete (Budget)	146,892.50	20,000,00		-	-			126,692,50	-	
-55 -590 Preed Construct Prof. Proc (Based) -100,000 -51,002 -5	454	3450	Precast Concrete 1st Floor (Budget)	100,000,00	51.862.50		-	25 831 25					
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472 492 Praced conserve duil from (Badyell) 100,000 9,182.20 25,132.20 25,132.20 25,132.20 5,133.20 55 4100 Matern Y, Badyell Mathy, Baser Y, Call 42,030.00 7,050.00 </td <td>456</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>······································</td> <td></td> <td></td>	456										······································		
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499 9100 Mod Tamér, 114, 2007. / Lawer, Handwan 252, 253, 143 . <td></td> <td></td> <td></td> <td>91,000,00</td> <td>18,668.00</td> <td>· · ·</td> <td>-</td> <td></td> <td>18,668.00</td> <td>21%</td> <td>72,332.00</td> <td></td> <td>1,866,80</td>				91,000,00	18,668.00	· · ·	-		18,668.00	21%	72,332.00		1,866,80
646 610 Weed Funniss-and Level / Label Fundame 717,44,00 - - 717,44,00 - - 177,44,00 658 600 Weed Funniss-and Level / Label Fundame 72,244700 - - 22,647300 - - 22,647300 - - 22,647300 - - 22,647300 - - 22,647300 - - 22,647300 - - 22,642300 1005 - - 22,642300 - - 22,642300 1005 - - 1016,2020 1005 - - 1016,2020 1005 - - 1016,2020 1016,2020 1016,2020 - 1016,2020 1016,2020 - 1016,2020 - 1016,2020 - 1016,2020 - 1016,2020 - 1016,2020 - 1016,2020 - 1016,2020 - 1016,2020 - 1016,2020 - 1016,2020 1016,2020 - 1016,2020 1016,2020 1016,2020 1016,2020 1016,2020	462	6100	Wood Framing - 1st Level / Labor, Equipt		199,015.00	-		-	199,015.00	100%	-	-	19.901.50
463 500 Weed Fundaming - Interfers 2228/200 - - - 2228/200 463 500 Weed Fundaming - Mit Level / Labor Extends 777,138.00 - - 722,380 1000 . - - 727,738.00 467 5100 Weed Fundaming - Mit Level / Labor Extends 777,738.00 - - 722,380.00 - - 722,380.00 - - 722,380.00 - - 722,380.00 - - 722,380.00 - - 722,380.00 - - 722,380.00 - - 722,380.00 - - 722,380.00 - - 722,380.00 - - 722,380.00 - - 722,380.00 - - 722,380.00 - - 723,380.00 - - 723,380.00 - - 723,380.00 - 723,380.00 - 723,380.00 723,380.00 - 723,380.00 - - 723,380.00 - 723,380.00 723,380.00 - 723,380.00 - 723,380.00 - 23,382.00 - 23,382.00<	463	6100	Wood Framing - 1st Level / Lumber, Hardware	245,918.00	245,918.00	-		-	245,918.00	100%	-	-	24,591.80
def: 100 Your France of Level / Lubre Example. 1971, 1980 228,97.00 177,138.00 1007 122,987.00 457 100 Wood France of Level / Lubre Example. 198,025.00 228,028.00 177,138.00 1007 228,028.00 459 100 Wood France of Level / Lubre Example. 198,025.00 228,028.00 177,138.00 1007 228,028.00 450 100 Wood France of Lubre / Lu	464	6100			177,141.00	-	-	-			-	-	
469 5100 West Funition 2 and Level / Labor, Eacted. 17/138.00 17/138.00 17/138.00 17/138.00 17/138.00 17/138.00 17/138.00 17/138.00 17/138.00 17/138.00 17/138.00 17/138.00 17/138.00 17/138.00 1000 K 5 12/230.00 1000 K 5 12/230.00 1000 K 5 12/230.00 1000 K 5 12/230.00 1000 K 5 11/130.00 11/140.00 11/140.00 11/140.00 11/140.00 11/140.00 11/140.00 11/140.00 11/140.00 11/140.00 11/140.00 11/140.00 11/140.00 11/1	465	6100	Wood Framing - 2nd Level / Lumber, Hardware					-			_	-	
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476 720 69bcs 724 (95.00) 69X 724 (95.00) 717 (45.00) 724 (95.00)								-				. <u> </u>	
477 050 Mindows 264,00.00 288,72.00 - - 238,172.00 94% 15,828.00 - 28,817.00 724,900.00 734,00.													
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4120 9800 Floring 300, 400, 00 - - 0% 300, 400, 00 - - - - 0% 300, 400, 00 - - - - 0% 300, 400, 00 - - - - 0% 300, 400, 00 - - - - 0% 300, 400, 00 - - - - - 0% 300, 400, 00 - - - - 0% 300, 400, 00 - - - - 0% 300, 400, 00 - - - 0% 300, 400, 00 - - 192, 350, 00 192, 350, 00 192, 350, 00 192, 350, 00 192, 350, 00 192, 350, 00 1, 200, 00 - - 1, 125, 00 1, 125, 00 1, 125, 00 1, 125, 00 - - 1, 125, 00 1, 125, 00 - 1, 125, 00 - 1, 125, 00 - 1, 125, 00 - 1, 125, 00 - 1, 125, 00 - - 1, 125, 00 - 1, 125, 00 - - 1, 125, 00 - 1, 125, 00 - - 1, 125, 00 <td< td=""><td></td><td>8560</td><td>Windows</td><td>254,000.00</td><td>238,172.00</td><td>-</td><td>-</td><td></td><td>238,172.00</td><td>84%</td><td>15,828.00</td><td></td><td>23,817.20</td></td<>		8560	Windows	254,000.00	238,172.00	-	-		238,172.00	84%	15,828.00		23,817.20
460 9900 Paining 353,118.50 - - - D3 353,118.50 - - 461 11000 Applances(Budga) 112,000.00 - - 0.95 112,000.00 - - 462 14200 Elwagins 274,6250.00 122,356.00 - 122,000.00 - - 12,000.00 - - 122,000.00 - - 12,000.00 - -	478	8200	Onwall -Densolass	1,054,050,00	604,000.00	130,000.00			734,000.00	70%	320,050.00	13,000,00	73,400,00)
461 11000 pollances(Budga) 112,000.00 - - - 058 112,000.00 - - 452 14200 Elevators 274,8200.00 192,356.00 102,356.00 70%.82,570.00 - 192,258.00 453 1500 Mechanical Submitude 1,125.00 1,250.00 (2,000.00) - - 1,220.00 965.50.00 - 1,220.00 454 1300 Mechanical Submitudes 1,125.00 1,125.00 - 1,125.00 1000% - - 1,220.00 - 1,220.00 - 1,220.00 - 1,220.00 - 1,220.00 - 1,220.00 - 1,220.00 - 1,220.00 - 1,220.00 - 1,220.00 - - - 0% 5,200.00 - - - 0% 5,200.00 - - - - 0% 5,200.00 - - - - - - - - - 2,461.94 - - - 2,461.94 - - - 2,461.94 - <td>479</td> <td>9500</td> <td>Flooring</td> <td>300,000.00</td> <td></td> <td><u> </u></td> <td>· · ·</td> <td><u> </u></td> <td></td> <td><u>%</u>ئ</td> <td>300,000.00</td> <td>-</td> <td></td>	479	9500	Flooring	300,000.00		<u> </u>	· · ·	<u> </u>		<u>%</u> ئ	300,000.00	-	
492 1420 Evelopins 274,920.00 192,356.00	480	9900	Painling	353,118,50	-	-	-	~		D%	353,118.50		
483 1500 Medianical Mobilization 12,200,00 1,200,00 96% 500,00 1,200,00 484 1300 Mechanical Submitutios 1,125,00 1,125,00 1,00% - 1,125,00 100% - 1,125,00 100% - 1,125,00 100% - 1,125,00 100% - 1,125,00 100% - - 1,125,00 100% - 1,125,00 120,62 486 1780 Mechanical Guerral Condition 1,77,75 1,200,10 - - 1,000,00 - - 1,000,00 - - 1,000,00 - - 1,000,00 - - 1,000,00 - - 1,000,00 - - 1,000,00 - - 1,000,00 - - 1,000,00 - - 1,000,00 - - 2,261,00 - - 5,250,00 - - 5,250,00 - - 2,461,840 - - - 2,461,840 - - - 2,461,840 - - - 2,461,840 - - <td>481</td> <td>11000</td> <td>Appliances(Budget)</td> <td>112,000.00</td> <td>~</td> <td></td> <td>-</td> <td>-</td> <td>~</td> <td>0%</td> <td>112,000.00</td> <td>-</td> <td></td>	481	11000	Appliances(Budget)	112,000.00	~		-	-	~	0%	112,000.00	-	
483 1500 Medianical Mobilization 12,200,00 1,200,00 96% 500,00 1,200,00 484 1300 Mechanical Submitutios 1,125,00 1,125,00 1,00% - 1,125,00 100% - 1,125,00 100% - 1,125,00 100% - 1,125,00 100% - 1,125,00 100% - - 1,125,00 100% - 1,125,00 120,62 486 1780 Mechanical Guerral Condition 1,77,75 1,200,10 - - 1,000,00 - - 1,000,00 - - 1,000,00 - - 1,000,00 - - 1,000,00 - - 1,000,00 - - 1,000,00 - - 1,000,00 - - 1,000,00 - - 1,000,00 - - 2,261,00 - - 5,250,00 - - 5,250,00 - - 2,461,840 - - - 2,461,840 - - - 2,461,840 - - - 2,461,840 - - <td>482</td> <td>14200</td> <td>Flevalors</td> <td>274,926,00</td> <td>192,356.00</td> <td></td> <td></td> <td>192,356.00</td> <td>192,356.00</td> <td>70%</td> <td>82,570,00</td> <td>-</td> <td>19.235.80</td>	482	14200	Flevalors	274,926,00	192,356.00			192,356.00	192,356.00	70%	82,570,00	-	19.235.80
484 1930 Mechanical Submitta's 1,125.00 1,125.00 - - 1,125.00 1902% - 1,125.00 486 1310 Mechanical Classes of December 1 1,773.72 1,206.15 - - 1,205.15 65% 507.60 - 1205.2 486 1370 Mechanical Classes of December 1 1,000.00 - 125.00 -						1	-	· ·		and the second se			
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487 16020 HVAC Premit 5,250.00 4,260.00 - 5,250.00 190% - - 525.00 468 15020 HVAC Pre-Reduline Set Piping 24,616.40 24,619.40 - - - 24,618.40 100% - - 2,461.44 480 15020 HVAC Pre-Reduline Set Piping 19,664.72 10,604.72 - - 10,604.72 100% - - 1,660.47 490 15020 HVAC Rough Duct 19,684.72 10,694.72 - - 10,604.72 100% - - 1,660.47 490 15020 HVAC Balc Condensor Materials 16,684.72 10,894.72 - 10,694.72 100% - 1,699.47 491 15020 HVAC Balc Condensor Materials 16,884.72 19,894.72 - - 4,923.68 100% - 4,923.78 492 15020 HVAC Sel Trám 4,923.68 - - - - - 9% 4,923.68 - - - - - - - - - <td>486</td> <td>1780</td> <td>IMBCRIRICAL Close-out Documents</td> <td>1.000.00</td> <td> </td> <td> <u>-</u></td> <td><u>`````</u></td> <td></td> <td></td> <td>0%</td> <td>1,000,00</td> <td></td> <td></td>	486	1780	IMBCRIRICAL Close-out Documents	1.000.00		<u>-</u>	<u>`````</u>			0%	1,000,00		
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4B3 15020 HYAC Sel Trim 4,023.60 - - - - 9% 4,823.68 - - 494 15020 HYAC Start/up 4,023.66 - - - - 9% 4,823.68 - - - - 9% 4,823.68 - - - - - 9% 4,823.68 - - - - - 9% 4,823.68 - 2,461.40 - - - - - - - - 2,461.40 - - - 1,960.47 1,960.47 1,960.47 1,960.47 1,960.47 1,960.47 1,960.47 1,960.47 1	492	16020	HVAC Sei Condensers			-		-	4,923.68	100%		-	492.37
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495 15020 IVAC Pre-Rock-Line Set Piping 24,618,40 24,618,40 - - 24,618,40 100% - 24,618,40 496 15020 IVAC FAU Materials 19,694,72 19,694,72 100% - 19,694,72 19,694,72 19,694,72 19,694,72 19,694,72 19,694,72 19,694,72 19,694,72 19,694,72 100% - 1,969,47 497 15020 HVAC Rough Durd 19,694,72 19,694,72 - - 10,694,72 100% - 1,069,47 498 15020 HVAC Condenser Materials 19,694,72 19,694,72 100% - 1,969,47 498 15020 HVAC SoutCondenser Materials 19,694,72 19,694,72 19,694,72 100% - 1,969,47 498 15020 HVAC SoutCondensers 4,923,68 - - 4,923,68 100% - 492,37 499 15020 HVAC Set Trim 4,923,68 - - - 0% 4,923,68 <t< td=""><td></td><td>1</td><td>INVAC 2nd Floor</td><td>2</td><td></td><td>1</td><td></td><td></td><td></td><td>(</td><td></td><td>1</td><td></td></t<>		1	INVAC 2nd Floor	2		1				(1	
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	501	15020	HVAC Sinil-Lin	4,923.68			<u> </u>		<u> </u>	1 01	4,923.68	<u>ــــــــــــــــــــــــــــــــــــ</u>	

		HVAC and Figure								T		
502	15020	HVAC Pre-Rock-Line Set Ploing	24,618.40	24,618.40	-	-	-	24,618,40	100%	-	-	2,461.84
503	15020	HVAC FAU Materials	10,694.72	19,694,72	- 1	-	-	19,694.72	100%	- 1		1,960.47
504	15020	HVAC Rough Duct	19,694.72	19,694,72	-			10,094,72	100%	1		1,969,47
605	15020	HVAC Condensor Materials	10,694.72	19,694,72	-	+	19,694.72	19,694.72	100%			1,969.47
506		HVAC Set Condensers	4,923.68	4,923,65			(0,024,12	4,923.68	100%			
507		HVAC Set Trim	4,923.68		-				0%	4,923,68		492.37
508		HVAC Slart-Up	4,923.68	-	-				0%	4.923.63		
		HVAC IO Robr	7,240,00						075	4.923.08		-
508	15020	HVAC Pre-Rock-Line Set Piping	24.618.40	24.618.40				24,618.40	100%			
510		HVAC FAU Materials	19.694.72	19.694.72					100%			2,461,84
511		HVAC Rough Duct	19,694.72	10,096,72				19,604.72				1,959.47
512		HVAC Condensor Materials	19,694.72		4,923,60			4,923,65	25%	14,771.04	492.37	492.37
512		HVAC Condensers		18,694.72			19,694.72	18,694.72	100%	· · · ·		1,969.47
			4,923.66	· · · ·	4,923.68			4,923.6B	100%		492.37	492.37
514		In the section	4,923.68				,		0%	4,923.68		
515	15020	HVAC Start-Up	4,923.66						0%	4,923.68		
		RVAC Colonion Areas and Rooflop							<u> </u>	ļ		
516		HVAC Pre-Rock-Line Set Piping	31,688.87		31,688,87			31,688.87	100%		3,168.89	3,168,69
517		HVAC FAU Materials	25,351.13	25,351.13				25,351.13	100%			2,535.11
518		HVAC Rough Duct	25,351,13	-	19,013.35	· · · · · · · · · · · · · · · · · · ·		19,013,35	75%		1,901.34	1,901.34
519	15020	HVAC Condensor Materials	25,351,13	÷				-	0%	25,351.13	-	
520	15020	HVAC Set Condensers	6,337.78			~			055	6,337.78		
521	15020	HVAC Set Trim	8,337.78	-	-			-	0%	6,337.78		
522	15020	HVAC Start-Up	6,337.78	-		-	-	_	0%	6.937.78	-	
		Plumbing Balaw Postum										
523		Plumbing Permit	8,535.00	B,364.30	-	-	-	8,364.30	90%	170.70		836,43
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 Senitary Piolog	25,935,00	25.418.30	-	-	-	25,416.30	90%	519.70	-	2,541.63
526	15010	Plumbing U/G Storm Piping :	8.265.00	6,159,30	-	-	-	6,159.30	.94%		- 1	515.93
527	15010	Plumbing Pre-Cast Structures - Fireprotection	84,128.00	8,945,44			-	8,945,44	11%			894.54
		Plumbing fat Flage									1	
628	15010	Plunbing A/G Waste & Vent	73,093.00	71,631,14			-	71,631.14	98%	1,431,85	-	7,163.11
529	15010	Plumbing Drains / Carriers	7,232,50	7.067.87			-	7,087.67	90%			708.70
530	16010	Plumbing Sleeves and Inserts	65,963.00	64,843.74		-		54,843,74	00%			5,484.37
531	15010	Plumbing A/G Storm Piping	18,476.00	18,105.48	-		<u> </u>	18,106.48	98%			1,810,65
532	15010	Plumbing A/G Domestic Water	79,331.00			-		77,744.38	98%			7,774.44
533	15010	Plumbing A/G Gas Plping	31.071.00	30,449,68		-		30,449,58	98%			3,044.96
634	15010	Plumbing Tubs & Hock-ups	37,048,00					35,188.00	95%			3,518.60
635_	15010	Plumbing Flatures	55,513.00		13,678,25		1	27.756.50			1,387,83	2.775.65
535	15010	Plunibing Equipment	15,976.00		3,195.00			12,780.00			319,60	1,278.00
	15010	Plumbing Condensete Piping	5,584.00		0,100,00		-	5,472.32				547.23
537			8.666.00					8,137.70			42.63	813.77
538	15010	Plumbing Testing			425.30		+	- 6,137.70	09	the second se	42,04	413.17
539	15010		2,112.00				<u>+</u>				1	8,740.00
540	15010	Plumbing Insulation - Firestop - Fire Protection	97,620,00	87,400.00	<u>+</u>			87,400,00		10,220.00		a,r40.00
		Pfunibing and Plags	·		l			+		+		7.00.11
541	15010		73,093.00		·	·		71,631,14				7,163.11
542	15010		7,232.50			·	<u>-</u>	7.087.86		and the statement of the statement of the state	ļ	705.79
643	15010		18,476.00			<u> </u>	<u>-</u>	18,106,48				1,810,65
544	15010		79,331.00					77,744.38		Carl and a second se		7,774,44
545	15010	Plumbing A/G Gas Piping	31,071,00			-		30,449,58				3,944.96
646	15010	Plumbing Tubs & Hook-ups	37,040.00			· ·	*	33,336.00				3,333,60
547	15010	Plumbing Fixtures	55,513,00	0 8,326.95	13,878,25	· ·		22,205.20	1 40	% 33,307,80		
548	15010	Plumbing Equipment	15,975.00	11,182.50	1,597.50	-	-	12,780.00	08	% 3,195.00	159.75	1,278.00
549	15010	Plumbing Condensate Piping	5,584.00	5,472.32		-	-	5,472,32	981	% 111,6B		547.23
550	15010		8,586.00			-	-			% 856.60		770.94
551	15010		2,112.00	and the second sec		-	-	-	Q ⁴			-
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MA Sile Lowin, Canada Canadara, Marting J. 2018 J. 2018 <thj. 2018<="" th=""> <thj. 2018<="" th=""> <thj. 2018<="" t<="" td=""><td>653</td><td>15010</td><td>Plumbing A/G Waste & Vent</td><td>73,093,00</td><td>69,438,35</td><td>-</td><td>-</td><td>-</td><td>69,438,35</td><td>95%</td><td>3 654 65</td><td></td><td>6 0/3 8/</td></thj.></thj.></thj.>	653	15010	Plumbing A/G Waste & Vent	73,093,00	69,438,35	-	-	-	69,438,35	95%	3 654 65		6 0/3 8/
Bits Date (add), control (bits) 1/19222 - - 1/19223 - 1/19223 - 1/19223 - 1/19223 - 1/19223 - 1/19223 - 1/19223 - - 1/19223 - 1/19223 - 1/19223 - - 1/19223 - - 1/19223 - 1/19223 - 1/19223 - 1/19223 - 1/19223 - 1/19223 - 1/19223 - 1/19223 - 1/19233 - 1/19233 - 1/19233 - - 1/19233 - 1/19233 - 1/19233 - 1/19233 - 1/19233 - 1/19233 - 1/19233 - 1/19233 - 1/19233 - 1/19233 - 1/19233 - 1/19233 - 1/19233 - 1/19233 - 1/19233 - 1/19233 - 1/19233 - 1/19233 - 1/192333 - 1/19233	554	15010	Plumbing Drains / Carriers	7,232.50	7,087.65	-	- [-					
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Shill Shill Shill Juncal Juncal <td>556</td> <td>15010</td> <td>Plumbing A/G Domestic Water</td> <td>79,331.00</td> <td></td> <td>-</td> <td>-</td> <td></td> <td>and the second se</td> <td></td> <td></td> <td></td> <td></td>	556	15010	Plumbing A/G Domestic Water	79,331.00		-	-		and the second se				
data loss loss <thloss< th=""> loss loss <thl< td=""><td>557</td><td>15010</td><td>Plumblog A/G Gas Piping</td><td>31,071,00</td><td>27,963.90</td><td>-</td><td>- 1</td><td></td><td></td><td></td><td></td><td></td><td></td></thl<></thloss<>	557	15010	Plumblog A/G Gas Piping	31,071,00	27,963.90	-	- 1						
936 1936 Perton Fidow 192 (Alton) 0.72 (Alton) 172 (A	558	16010	Plumbing Tubs & Hook-ups			-							
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	511	3450	Precast Congrete 4th Floor (Budgel)	100,000.00	51,862,50			26,031,25	51,802.50	52%	48,137.50		6,186.26

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BUILDING #9 Continued...

614 815. Charden Machinal Storew Fanz. 100(2000) 11.465.00 19.10000 19.105.00 615. 500. Machina Machinal Storew Fanz. 100(2000) 19.015.00 - 19.020.00 1000.00 618. 010. Fambor. 1et Level. J. Math. Storew Fanz. 199.015.00 - 19.021.00 1000.00		71.10							248,589.00	249,300.08	Masonry CMU		012
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610. Parkins FulLerd, J. Lends, Fuller, J. J. Fuller, J. Lends, Fuller, J. J. Full			39,1 (0.25								Eteming + 1st level / Labor Equip?	6100	616
Bits Constraint Finance-Zeit Levid / Later /	- 10,901.												
610. Finite 2:ad Level Lands Hardwait 2204/20 2204/20 1	- 24,591.1	-	-		245,918.00								
620. 1900. Fearing- 3al Levil / Labor Engin 177,414.00 177,414.00 1 621. 5100. Fearing- 3al Levil / Labor Engin 220,030.00 - - 122,220.00 - 622. 5100. Fearing- 4bl Levil / Labor Engin 115,020.00 116,020.00 - - 122,020.00 - - 122,020.00 - - 122,020.00 - - 116,020.00 100% - - 116,020.00 - - 116,020.00 - - 116,020.00 - - 116,020.00 - - 117,020.00 100% - - 107,020.00 - - 117,020.00 100% - - 107,020.00 100% - - 31,020.00 100% - - 31,020.00 100% - - 31,020.00 100% - - - - - 31,020.00 100% - - - - - - - - -	- 17,714.			100%	177,141.00	-							
620 Formac-Sal Leval / Labora, Engint T77.141.00	- 22.954.			100%	229,547.00		-	-	229,547.00	220,547.00	Framing - 2nd Level / Lumber, Hardwair	6100	619
610 Fondres 3rd Lend / Lundz (Labor, Calada) 228.030.0 - - 228.050.0 100% 622 6100 Feandres 4II. Lend / Labor, Calada 1102.020.0 - - 1102.020.00 1109% - 622 6100 Feandres 4II. Lend / Labor, Calada 116.040.0 1109% - - 116.040.0 100% - 622 6100 Feandres 4II. Lend / Labor, Calada 610.6 8.64.60 - - 117.840.00 100% - 622 6100 Feandres 4II. Lend / Labor, Calada 2.645.64 Scolada - 117.840.00 100% - - 117.840.00 100% - - 117.840.00 100% - - 117.840.00 100% - - 117.840.00 117.870.00 117.870.00 117.870.00 117.870.00 117.870.00 117.870.00 117.870.00 117.870.00 117.870.00 117.870.00 117.870.00 117.870.00 117.870.00 117.870.00 117.870.00 117.870.00 117.870.00			······						177 141 00	177,141.00	Framing - 3rd Level / Labor, Equipt	6100	620
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647 15020 IVAC Set Tim 4,923,66 - - - 0% 4,923,66 646 15020 IVAC StartUp 4,023,66 - - 0% 4,023,66 646 15020 IVAC StartUp 4,023,66 - - 0% 4,023,66 649 15020 IVAC ProFlock-Line Set Piona 24,018,40 - - 24,010,40 100% - 650 15020 IVAC ProFlock-Line Set Piona 24,018,40 - - 24,010,40 100% - 651 15020 IVAC Proflock-Line Set Piona 19,694,72 - - 19,894,72 100% - 651 15020 IVAC Condensor Materials 19,694,72 - - 19,894,72 100% - 652 15020 IVAC Set Condensors 4,923,66 - - 19,293,69 10% - 654 15020 IVAC Set Tim 4,023,66 - - - 19,293,69 10%	- 1,959					· · ·	*						
645 15020 HVAC Stat-Up 4,623,68 - - - 0% 4,023,68 649 15020 HVAC Pre-Rock-Line Set Ploing 24,518,40 - - - 0% 4,023,68 649 15020 HVAC Pre-Rock-Line Set Ploing 24,518,40 - - - 10,604,72 100% - 650 15020 HVAC Rough Duct 19,604,72 10,604,72 - - 10,604,72 100% - 651 15020 HVAC Rough Duct 19,604,72 - - 118,694,72 100% - 653 15020 HVAC Rough Duct 19,604,72 - - 18,694,72 100% - 653 15020 HVAC Set Condensor Matchila 19,604,72 - - 18,694,72 100% - 654 15020 HVAC Set Condensors 4,023,68 - - - 0% 4,923,68 655 15020 HVAC Set Trim 4,023,68 -	- 492			100%	4,923.68				4,923,68	4.923.68	HVAC Set Condensers	15020	646
645 15020 HVAC StartUp 4,023,68 - - - 0% 4,023,68 - HVAC StartUp 24,618,40 - - - 0% 4,023,68 649 15020 HVAC Practication Set Figing 24,618,40 - - - 21,610,40 - - 650 15020 HVAC Practication Set Figing 19,694,72 19,694,72 - - 19,694,72 100% - 651 15020 HVAC Candensor Materials 19,694,72 19,694,72 - - 19,694,72 100% - 652 15020 HVAC Gandensor Materials 19,694,72 19,694,72 - - 18,694,72 100% - 653 15020 HVAC Set Condensor Materials 19,694,72 19,694,72 100% - - 18,694,72 100% - 654 15020 HVAC Set Critin 4,023,68 - - - 0% 4,923,68 655 15020 <td>- -</td> <td>-</td> <td>4,923.66</td> <td>0%</td> <td>-</td> <td></td> <td>-</td> <td>-</td> <td>-</td> <td>4,923.66</td> <td>HVAC Set Trim</td> <td>15020</td> <td>647</td>	- -	-	4,923.66	0%	-		-	-	-	4,923.66	HVAC Set Trim	15020	647
HYAG 2 minibal 24,618,40	- 1	-	4.923.68	0%	-	-	-	-			HVAC Slad-Up	15020	648
649 15020 HVAC Pra-Rock-Line Set Ploing 24.518.40 24.518.40 - - 21.610.40 100% - 650 15020 HVAC FAUM Materials 19,804.72 - - 10,804.72 100% - 651 15020 HVAC Rough Duct 19,604.72 - - 19,804.72 100% - 652 15020 HVAC Condemsor Materials 19,604.72 - - 19,804.72 100% - 653 15020 HVAC Set Condemsor Materials 19,604.72 - - 19,804.72 100% - 654 15020 HVAC Set Trim 4,023.68 - - - 19,208 100% - 655 15020 HVAC Set Trim 4,023.68 - - - - 0% 4,923.68 655 15020 HVAC Set Trim 4,023.68 - - - 0% 4,923.68 656 15020 HVAC Set Trim 4,023.68 - </td <td>1</td> <td></td> <td>1</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>j</td> <td></td> <td>1</td> <td></td>	1		1							j		1	
650 15020 HVAC FAU Materials 19,894,72 19,894,72 - - 19,894,72 100% - 651 16020 HVAC Rough Duct 19,894,72 19,694,72 - - 19,894,72 100% - 651 16020 HVAC Rough Duct 19,894,72 19,694,72 - - 19,894,72 100% - 652 15020 HVAC Condensor Materials 19,894,72 19,694,72 - - 18,894,72 100% - 653 15020 HVAC Set Condensor Materials 19,894,72 19,694,72 - - 18,094,72 100% - 653 15020 HVAC Set Condensor Materials 4,023,68 - - - 4,923,68 - - 0% 4,923,68 654 15020 HVAC Startup 4,023,68 - - - 0% 4,923,68 - HVAC Startup 4,023,68 - - - 0% 4,923,68 - <	- 2,461		······	Acost	04 540 40				04/240 40	D4 540 40		45000	240
651 15020 HVAC Rough Duct 19,894.72 19,694.72 - - 19,694.72 100% - 652 15020 HVAC SetCondensor Materials 19,694.72 10,694.72 - - 18,094.72 100% - 653 15020 HVAC SetCondensor S 4,023.68 - - - 19,094.72 100% - 654 15020 HVAC SetCondensor S 4,023.68 - - - 19,294.80 - - 19,294.80 - - 0% 4,923.68 655 15020 HVAC SetCondensor S 4,023.68 - - - 0% 4,923.68 655 15020 HVAC SetCondensor													
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653 15020 HVAC Set Condensers 4,023,68 - - 4,023,68 - - - 4,023,68 - - - 15020 HVAC Set Condensers 4,023,68 - - - - 1,025,68 - - - - 1,025,68 - - - - 0% 4,023,68 - - - 0% 4,023,68 - - - 0% 4,923,68 - - - 0% 4,923,68 - - - 0% 4,923,68 - - - 0% 4,923,68 - - - 0% 4,923,68 - - - 0% 4,923,68 - - - 0% 4,923,68 - - - 0% 4,923,68 - - - 0% 4,923,68 - - - - 0% 4,923,68 - - - 0% - 1,02% 1,02% 1,02%<	- 1,968												
653 15020 HVAC Set Condensers 4,023,68 - - 4,023,68 - - 4,023,68 - - - 4,023,68 - - - 1500 HVAC Set Condensers 4,023,68 - - - - 1,023,68 - - - - 1,023,68 - - - 0% 4,023,68 - - - 0% 4,023,68 - - - 0% 4,023,68 - - - 0% 4,023,68 - - - 0% 4,023,68 - - - 0% 4,023,68 - - - 0% 4,023,68 - - - 0% 4,023,68 - - - 0% 4,023,68 - - - 0% 4,023,68 - - - 0% 4,023,68 - - - 0% 4,023,68 - - - 10% - - 10% <td>- 1,969</td> <td>-</td> <td>· · · ·</td> <td>100%</td> <td>18,694.72</td> <td>-</td> <td>-</td> <td></td> <td>19,694.72</td> <td>19,694.72</td> <td>HVAC Condensor Materials</td> <td>15020</td> <td>652</td>	- 1,969	-	· · · ·	100%	18,694.72	-	-		19,694.72	19,694.72	HVAC Condensor Materials	15020	652
664 15020 HVAC Sel Titin 4,023,68 - - - 0% 4,923,68 655 15020 HVAC Size Titin 4,023,68 - - - 0% 4,923,68 656 15020 HVAC Size Titin 4,023,68 - - - 0% 4,923,68 856 15020 HVAC Size Titin 24,818,40 24,818,40 - - 24,818,40 100% -	- 492	-	· · · ·	100%	4,923.88	-	-		4,923.68	4,023,68	HVAC Sel Condensers	15020	653
655 15020 HVAC Sizet-Up 4,923.68 - - 0% 4,923.68 HVAC Sizet-Up HVAC Sizet-Up 24,618,40 24,618,40 - - 24,618,40 100% -	• 1				1	-	-						
HVAC 3rd Floor 24,618,40 24,518,40 - - 24,618,40 100% -	-	And the second s						·····					
856 15020 HVAC Pre-Rock-Line Set Ploing 24,518.40 24,518.40		<u>-</u>	4,363.00		-t	+	<u>├</u>	1	·	4,823.68		1 10020	000
		Į		+				+		÷			<u> </u>
	- 2,461					·				24,618,40			
657 15020 HVAC FAU Materiale 19,694,72 19,694,72 - 19,694,72 - 19,694,72 100% -	- 1,960			100%	19,594,72	•	-	4	19,694.72	19,694.72	HVAC FAU Materials	15020	657
558 15020 HVAC Rough Duct 19,694.72 19,694.72 19,694.72 100% -	- 1,969	-	-			-		-					
559 15020 HYAC Condensor Malajala 19,694.72	- 1,969					- <u> </u>	1						
							t						
	- 40				4,923,68								
661 15020 HVAC Set Trim 4,923,66													
662 15020 HVAC Star-Up 4,923,68 4,923,68			4,923,68						1] -	4,923,60		16020	662
HVAC 4b. Roor									1	-	HVAC 4th Floor	1	
653 15020 HVAC Pre-Rack-Line Set Piping 24,618.40 24,618.40 24,618.40 24,618.40 -	- 2,46	-	4	100%	24,618.40		-		24,618.40	24,618.40	HVAC Pre-Rock-Line Set Piping	15020	653
654 15020 HVAC FAU Malerials 10,094.72 19,654.72 19,094.72 100%	1.96					_							
665 15020 HVAC Rough Duct 10,694.72 - 9,647.36 - 9,947.36 6078 9,647.36	884,74 BR	0P4 74						9 847 92					
		804,14		and a second sec				3,017.00					
668 1502 HVAC Condemor Maleriais 19,694.72 19,694.72 19,694.72 100%	- 1,95	·											
667 15029 HVAC Sel Condensers 4,923,68 4,923,68 4,923,68 100% -	- 493	·			4,923,68			·					
668 15020 HVAC Set Trim 4,923,68 0% 4,823,69				G*									
869 15020 HVAC Start Up 4,923,88	-	<u>،</u>	4,923,68	09	-		-	-	8	4,923,6	HVAC Start-Up	15020	669

BUILDING #9 Cominiueda

		HVAC Commun Areas and Rooflop	1				<u> </u>	the second s		• • • • • •		
670		HVAC Pre-Rock-Line Set Piping	31,688.87	26,351,10	6,337.77			31,688,87	100%		633.78	9,166,69
671		HVAC FAU Materiais	25,351.13	25,351,13		-		25,351,13	100%		633.78	
672	15020	HVAC Rough Duct	25,351.13	12,675.57	10,140.46		-	22,816.02	00%	2,535,11		2,535.11
673		HVAC Condensor Materials	25,351.13		6,337.78			6,337,78	25%		1,014.05	2,261.00
674		HVAC Set Condensers	G.337.78		4,921.10			0,001,10		19,013.35	633.78	633,78
675		HVAC Set Trim	6,337,78	-				······	0%	6,337.78	·····	
676		HVAC Start-Up	6,337,78						0%	6,337.78		
		Plumbing Balaw Podkim	9,00(.10						0%	6,337.78		-
671		Plumbing Permit								··· · · · · · · · · · · · · · · · · ·		
			8.535.00	8,364.30		······	-	8,364,30	90%	170,70		836,43
678		Plumbing Excavation and Backfill	62,400.00	61,152,00				B1,152.00	98%	1.248.00		6,115.20
579		Plumbing U/G Sanitary Plping	25,935.00	25,418.30				25,416.30	98%	518,70		2,541.63
080		Plumbing U/G Starm Piping	6,285.00	8,159.30				6,159.30	98%	125.70		615.93
<u>661</u>		Plumbing Pre-Cast Structures - Fireprotection	84.128.00	8,945,44				B,945,44	11%	75,182.56	· · · · ·	894.54
		Privabilita Tet Floor										
682		Plymbing A/G Wasta & Vent	73,093,00	71,631,14			:	71,631.14	95%	1,461.86		7,163.11
683		Plumbing Drains / Carriers	7,232,50	7,057.07				7,067.67	98%	144.63		708.76
684		Plumbing Sleeves and Inserts	55,963.00	54.843.74		-		54,843,74	98%	1,118,26		5,484,37
685		Plumbing A/G Storm Piping	18,476.00	18,106.48				18,105,48	98%	369.52	-	1,810.65
686	15010	Plumbing A/G Domestic Water	79,331,00	77,744.36			-	77,744.30	98%	1,586,62	·	7,774,44
687	15010	Plumbing A/G Gas Piping	31,071,00	30,449.68	<u> </u>		-	30,449.58	98%	521.42		3.044,96
588	15010	Plumbing Tubs & Hook-ups	37,040.00	33,336,00	-	-	-	33,336,00	90%	3,704,00	*	3,333.60
689	15010	Plumbing Fixlures	55,513,00	11,102.60	16,653.90	-	-	27,756.50	50%	27,756.50	1,665.39	2,775.65
690	15010	Plumbing Equipment	15.975.00	12,780.00	1,697,50	-		. 14,377.50	90%	1,597.50	159.75	1,437.75
691	15010	Plumbing Condensals Piping	5,564.00	5,472.32	- 1	_	-	5,472,32	98%	111.68	-	547.23
692	15010	Plumbing Testing	8,566.00	0,137.70	-	-	-	8,137,70	95%	428.30	-	813.77
693	15010	Plumbing Identification	2,112.00	-	-	-			0%	2,112.00	-	-
694	16010	Plumbing Insulation - Firestop - Fire Protection	97,620.00	87,969,00	-	-	-	87,989.00	90%	9,635.00		6,796,90
		Plumbing 2nd Flage										
695	15010	Plumbing A/G Waste & Vent	73,093.00	71,631,14	-	-	-	71,631,14	98%	1,401,86	-	7,163,11
696	15010	Plumbing Drains / Carriers	7,232.50	7,087.86	-	-	-	7,087.06	98%	144.64		708.79
697	15010	Plumbing A/G Storm Piping	18,476.00	18,106.48		-	-	18,106.48	98%	369.52	-	1,810.65
698	15010	Plumbing A/G Domestic Water	79,331.00	77.744.38	-	-	-	77,744.38	98%	1,588.62	- 1	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	33,335.00			-	33,336,00	90%	3,704.00	.	3,333.60
701	15010	Plumbing Fixtures	55,513,00	11,102.80	18,653.90		-	27,756.50	50%	27,750.50	1,665.39	2,775.55
702	15010	Plumbing Equipment	15,975,00	9,585,00	3,195.00	*	-	12,760.00	80%	3,195.00	319.50	1,278.00
703	15010	Plumbing Condensate Piping	5,584.00	5,472.32		_		5,472.32	96%	111.68	-	647.23
704	15010	Plumbing Testing	8,566,00	8,137.70	-			8,137,70	95%	428.30	-	813.77
705	15010	Plumbing Idenlification	2,112.00	-	-	•		-	D ⁴ /2	2.112.00	-	-
705	15010	Plumbing Insulation - Firestop - Fire Protection	97,620.00	90,989,09	-	-	-	00,989,00	93%	6,631.00	-	02.680,8
	1	Plumbing Ind Place				******	1	1				
707	15010	Plumbing A/G Waste & Veni	73,093,00	71.631.14	-			71,631,14	98%	1,461.86		7,163.11
705	15010	Plumbing Dialins / Certiens	7,232.50	6,870.85			t	6,870.88	26%		-	687.09
709	15010	Plumbing A/G Storm Plping	18,476,00	17,652.20			-	17,562.20	95%		-	1.755.22
710	15010	Plumbing A/G Domestia Water	79.331.00	75,364.45		-	-	76,364.46			-	7,535.45
710	15010	Plumbing A/G Gas Piping	31,071.00	29,617.45	-		1	29,517.45	95%		-	2,951,75
712	15010	Plumbing Tubs & Hook-ups	37,040.00	33,336.00			· · · · · · · · · · · · · · · · · · ·	33,336,00	90%			3,333,60
			55,513.00	11,102.60	11 102 50			22,205.20	40%		1,110,28	2,220.52
713	15010	Plumbing Fixtures	15.975.00	8,766.25	11,102.60 2,396.25	-	·	11,162,50	709		239.63	1,118.25
714	15010	Plumbing Equipment	5,534.00	5,472.32			+	5,472.32	983		239,03	547,23
	15010	Plumbing Condensate Piping	8,566.00	5,472.32				6,137.70	962			813.77
715	16010	Plumbing Testing	1	5,137.70			+	0,131.10	897 B?			415.//
	15010	Plumbing Identification	2,112.00				+					g 300 na
718	_ 15010	Plumbing Insulation - Firestop - Fire Protection	97,620.00	83,483.00	506.00	<u> </u>	L	83,989.00	965	13,631.00	\$0.60	8,399.90

BUILDING	#9 Contin	J9 di										
		State Collins									1	
719	15010	Plumbing A/G Waste & Vent	73,093.00	71,631.14	-	-		71,631.14	98%	1,461.66	- 1	7,163.11
720	15010	Plumbing Drains / Carriers	7,232.50	7,087.66	-	-	-	7,087.86	98%	144.64	-	706.79
721	15010	Plumbing A/G Sterm Piping	18,476.00	18,108,48	-			18,106.48	98%	369.52	-	1,810.66
722	15010	Plumbing A/G Domestic Water	79,331.00	77,744,36		-	-	77,744.38	98%	1,565.62	<u> </u>	7,774.44
723	15010	Plumbing A/G Gas Piping	31.071.00	28,898,03	1,553.55		-	30,449.58	96%	621.42	165,36	3.044.96
724	15010	Plumbing Tubs & Hook-ups	37,040.00	35,198.00	-	•	-	35,188.00	95%	1,852.00		3,518.80
725	15010	Plumbing Folures	55,513.00	11,102.60	5,651,30	-	•	16.653.90	30%	38,859.10	655.13	1,665.39
726	15010	Plumbing Equipment	15,975.00	7,987.50	799.75			8,786.25	55%	7,188.75	79,88	878,63
727	15010	Plumbing Condensate Piping	5,584.00	5,472.32	-	-		5,472.32	08%	111.08		547.23
728	15010	Plumbing Tasling	8,566.00	7,709.40	428.90	•		8,137.70	95%	428.30	42.83	813.77
729	15010	Plumbing Identification	2,112.00	-					0%	2,112.00		-
730	15010	Plumbing Insulation - Fleestop - Fire Protection	97,620.00	69,558.00	506.00		-	90,064.00	82%	7,558.00	50.60	9,006.40
ļ		Ender										
731	16000	Ejectrical Engineering	29,450.00	22,098.80	-	-		22,096.80	75%	7,353.20		2,209.68
732	16000	Electrical Mobilization	15,840.00	15,840,00	-	-		15,840.00	100%	•	-	1,684.00
733	16000	Electrical Office Trailer/Admin.	22,800.00	12,403,00	1,000.00	-		13,403,00	59% 100%	9,397.00	100.00	1,340.30
734	16000	Electrical Proj Engineer, CAD, Proj Assistant	14,250.00	12,735.00 6,930.00	1,500.00	-		6,930.00	100%	5,420.00	150.00	1,423,50
735	16000	Electrical Permits	1,900.00	1,900,00		-		1,900,00	100%	3,420,00		190,00
738	16000	Electrical Submittals	22,800,00	21,600.00	1,200.00			22,800.00	100%		120.00	2,280,00
737	16000	Electrical Supervision/Planning/Coordination Electrical Light Fidure Package	106,000.00	98,436,00	7,564.00			106,000,00	100%		756,40	10,600,00
730	16000	Electrical Distribution Package	63,000.00	79,000.00	7,504,00	-		78,000,00	95%	4,000.00	740.40	7,900.00
740	16000	Electrical Low Voltage Systems (FA, CCTV, CA, atc.)	93,928.00	62,744.00	10,000,00	-		72,744.00	77%	21,184.00	1,000,00	7,274.40
741	16000	Electrical Understab Branch Conduit & Wire	85,000.00	75.500.00			-	76,500.00	80%	8,500,00		7,650,00
742	16000	Electrical Garage & 1st floor deck-conduit/wire	400,000.00	380,000.00	-	_		380,000.00	85%	20,003.00	-	38,000,00
743	16000	Electrical 1st Floor Rough Walls/Ceilings	75,000.00	71,250,00	-	-	-	71,250.00	85%	3,750,00	-	7,125.00
744	16000	Electrical 1st Floor Device and Fodure Trim	10.000.00	-	-	-			0%	10,000.00	•	-
745	16000	Electrical 2nd Floor Rough Walls/Ceilings	75,000.00	71,260.00	~			71,250.00	£5%	3,750.00		7,125.00
746	16000		10,000.00	11,200.00				11,204.00	0%	10,000.00		., 160.00
		Electrical 2nd Floor Device and Fixture Trim		-				71,250.00	95%		350,00	7,125.00
747	16000	Electrical 3rd Floor Rough Walls/Ceilings	75,000,00	67,750,00	3,500.00	-	-	11,230.00		3,750.00		
748	18000	Electrical 3rd Floor Device and Fixlure 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	•	<u> </u>	71,250,00	05%	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	1000	Contractor Fee	874,315.00	615,830.47	21,077.85	·	-	636,908.33	73%	237,406.67	2,107,79	63,690.83
GRADING	CHANGE	ORDERS					······					
752	2530	GRADING CO 00001 - Bioxide Chern Feed & Stor Tank	69,308.20	63.377.40	-	-	53,377.40	53,377.4Q	90%	5,930.60		2.666.87
753	2510	GRADING CO 00002 - Fire Hydract Permils	446.78	448.78	-	•	-	448.78	100%		-	22.34
754	2630	GRADING CO 00003 - Revisions Utility Sheets 11/14/07	88,338.72	70,670.98	16,826.42	-	-	87,497.40	99%	841,32	841.32	4,374,87
755	2200	GRADING CO 00004 - Encroachment Permit	452.81	452,81	-	-	-	452.61	100%	-	-	22,64
756	2530	GRADING CO 00005.1 - WRG Plans 11-01-07	394,330.13	307,577.50	\$3,799,79	-	-	341,377.23	B7%	52,952.90	1,689,99	17,068.66
756	2530	GRADING CO (LV PIPELINE CO 8)	309,991.00		309,991.00			309,991.00	100%	+	15,499.55	15,499,55
758	2530	GRADING CO (LV PIPELINE CO 9)	34,235.00		34,235.00		-	34,235.00	0%	-	1.711.75	1,711.76
756	2530	GRADING CO (LV PIPELINE CO 7)	208,824.00	-	197,380,00			197,380.00	95%	11,444.00	9,859.00	9,669.00
	2530	IONDING CO (LY FIFEDRE CO))	200,024.00		187,380,00			191,000,000	537s		B,609.00	0,009,90
756	1		L		•	· · · · · · · · · · · · · · · · · · ·			0%		·	
	CHANGE	The second se	Г	1	1					_		
780	7810	BUILDING CO 00001.1 Additional Fireproofing B7	13,627.95	1	<u> </u>	-		13,627.66	100%			1,362.80
781	5100	BLILDING CO 00002 Add'L Reinforcing Boltom Mat 87			·	-			#D{V/0		_	
782	3300	BUILDING CO 00005 Area Wells B8 and B9			·		-		#DIV/01		·	-
783	51.00	BUILDING CO 00006 Top Mat Rebar B7			· · · ·	· .			#DIV/0!		-	~
784	5100	BUILDING CO 00007 Structural Steel Changes B7	·		•	-			#DN/0!	-	-	· · · ·
785	3300	BUILDING CO 00008 Concrete Change 4k psi to 5k B7	·		· .	-			#DN/01		-	-
786	16000	BUILDING CO 00011 Wood Framing Changes B8/9	-	-			·	-	#01/1/0	4	•	÷
787	6100	BUILDING CC 00012.3 HVAC Thru Delta 5 B8/B9	22,975.67	17,291.75	6,743,00	-	-	22,074.75	100%	0,92	574.30	2,297.48
788	15020	BUILDING CO 00013.3 HVAC Changes Thru Delta 5 82/3	328,275,17	131,310,07	113,869.90	-	-	245,179.97	75%	83,095.20	11,386,99	24,518.00
789	15020	BUILDING CO 00014 Add'I Rebar Laps Added All Bidga		-	-	-			#DIV/0I	-		
790	5100	BUILDING CO 00018 Pool Reinforcing Redesign B7	-	-	-	~	-	-	#DIV/0I	-		-
791	6100	BUILDING CO 00020 Change in Lap Splices	-	-	-		-		#DIV/QI	-		-
						loose and the second	-				land the second s	

Page 14 of 15

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JA002851

APCO-TR-EX0218-0026

		ORDERS Continued										
792	5100	BUILDING CO 00021 Rebar Changes B7	-	-	-	-		~	#DIV/01	-	-	-
793	5100	BUILDING CO 00028.2 Electrical Options B8	45,160.1B	27,096,10	17,138.00		-	44,232.10	08%	928.06	1,713.60	4,423.21
794	5100	BUILDING CO 00032.2 Electrical Options 89	43,803.27	26,281.96	16,936,00			43,217,96	98%	585.31	1,693,60	4,321.80
795	5100	BUILDING CO 00033.3 Plumbing Options B9	54,100.49	13,525.12	•		•	13,525.12	25%	40,575,37		1.352.51
795	4100	BUILDING CO 00034.2 Plumbing Options B8	64,903.38	16,240.64	-	-		16,240,84	25%	48,722.52		1,624.08
797	16000	BUILDING CO 00036.1 Electrical C2 Spit 88/9	56,443.80	33,868.40	-		-	33,866,40	60%	22,577.40	-	3,386.64
790	15010	BUILDING CO 00037.1 B8 & B9 Option Changes	18,009.00	18,009,00	-		-	18,009.00	100%	-	-	1,800.90
769	15010	BUILDING CO 00038.1 Cable Hand Rail Opt B8 & B9	21,921,30	-	•	-	-	Ŧ	0%	21,921,30	-	· •
800	15010	BUILDING CO 00039.1 Building 8 & 9 Fireplaces	16,580,70	-	-	-	-	-	-0%	16,580,70	-	•
801	16000	BUILDING CO 00042.1 Electrical Changes Delta 3	96,722.85	24,180.75	22,000.00	-	-	46,180.75	48%	50,542,10	2,200.00	4,618.08
802	16000	BUILDING CO 00043.2 Electrical Changes Delta 5	99,739.50	24,935.00	49,000.00	-	~	73,935.00	74%	25,804.50	4,800.00	7,393.50
803	15010	BUILDING CO 00047 Building 8 & 9 Low Voltage	60,694.23	15,223.00	-	-	-	15,223.66	25%	45,670.67	-	1,622.36
804	15010	BUILDING CO 00049 Building 8 & 9 Closet Organizers	18,662.09	- 1	-	-	-	-	0%	18,662.09	-	-
805	16000	BUILDING CO 00050 Building 7 Electrical Upgradea	26,636,38	-		-		-		28,536.38	-	
803	6100	BUILDING CO 00052 Bidg & & 9 Shower Ducus & Mirrors	19,740,50		-	-	-	-	0%	19,740.58	- [•
807	5100	BUILDING CO 00065 Masonry C2 Spit B8/9	12,093.06	12,093.08	-	-	-	12,093.08	100%	-	- 1	1,209.31
809	11000	0	-	-	-	-	-	-	0%		- 1	-
809	16000	0	-	- 1	-	-	-	-	0%	-	-	-
81D	18000	0	.	-	-	-	-	-	0%		-	-
811	16000	0	-	-	-	-	-	-	0%	-	-	-
812	6200	0	-	~	-	-	-	-	0%	-	-	-
813	16000	Q	-	-	-	-			0%	-	-	-
814	10800	0	-	· -	-	-	-	~	0%	-	-	-
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816	16000	0	-	-	-	*	-		0%	-	-	
817	4100	0		-			-		0%		-	•
818	7810	0	-	-	~			•	0%	-		
619	7810	0		-	~	-	-	•	0%	-		
820	16000	·			-	-		_	0%	~	- 1	
821	16000	0	-	-	-	-		-	0%	-	-	-
822	16000	0	-	•	-		-	-	0%	-	-	-
823	16000	0	-	-	-			· ·	0%		-	-
		TOTAL CONTRACT PHASE 1:	81,064,338.22	55,378,938.62	3,124,086.16	1,890,777.40	4,228,454.79	60,393,800.18	75%	20,660,536.04	471,874,75	5,764,012.28

Page 15 of 15

JA002852

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Manhattan West Work to Complete

Total Value	\$	20,190,841.84	% of total
Grading	\$	~ ;	0.00%
OS& SI	\$	1,903,312.76	9.43%
Building 2	\$	1,562,227.21	7.74%
Building 3	\$	2,209,022:25	10.94%
Building 7	\$	8,097,159,29	40.10%
Building 8	\$	3,402,801 94	16.85%
Building 9	\$	3,016,318.39	14.94%
GCORS	\$	<u> </u>	0.00%
BCORS	\$	-	0.00%
TOTAL			100.00%

			•		1		
Camco Pacific Augu	ıst Billing	g Detail					
Salarled Employees		Base Rate	Burdened Rate	Monthly Burdened Rate	of r	entage month vorked Total this	month
Don Grande Yvonne Farren Steve Lemaster Kenner Costen Michael Wood Carl Mitchell Danny Scalice Freddy Gonzales Damon Westphal	ର ଭ ଭ ଭ ଭ	65,000.00 80,000.00 90,000.00 65,000.00 65,000.00 60,000.00	\$ 187,200.00 \$ 61,149.60 \$ 24,432.00 \$ 87,750.00 \$ 108,000.00 \$ 121,500.00 \$ 87,750.00 \$ 87,750.00 \$ 87,750.00 \$ 81,000.00	\$ 15,600.00 \$ 5,095.80 \$ 2,036.00 \$ 7,312.50 \$ 9,000.00 \$ 10,125.00 \$ 7,312.50 \$ 7,312.50 \$ 7,312.50 \$ 6,750.00	\$ 39,680.00 \$ \$ 39,678.00 \$ \$ 39,675.00 \$ \$ 39,675.00 \$ \$ 39,689.00 \$	0.37 \$ 5,7 0.50 \$ 2,5 0.50 \$ 1,0 0.07 \$ 4,0 0.20 \$ 1,7 0.43 \$ 4,3 0.43 \$ 3,7 0.43 \$ 3,7	72.00 47.90 18.00 80.82 75.34 327.40 25.34 25.34 384.93
Hourly Employees Trent Hall Richard Skifton	\$ }	Hourly Rate 20.00 18.00	Burdened Hourly Rate \$27.00 \$24.30	Total Hours \$ 24.00			month 548.00 972.00
Total August Labor							\$ 20,905.08
<u>Materials Approved</u> Lowes Home Depot Home Depot Subtotal Mark up 15%	l by Gerr	istone				\$ \$ 1,	114.97 342.61 67.67 525.25 228.79
Total			Percentage of				\$ 1,754.04
<u>Contractor Fee</u> AUGUST TOTAL	\$.	100,000.00	e month worked \$0.50			Total thi	\$ 50,000.00 \$ 72,659.12
		- - - -					
				· * ` •			

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CAMCO-MW 00073

APCO-TR-EX0218-0029

Camco Pacific August Billing Summary

		Line 27	:	Line 104	Line 181	Line 443	Line 597	Line 751				
	Grading	OS & SI		Building 2	Building 3	Building 7	Building 8	Building 9	(GCORS	BCORS	Total
Labor	\$ -	\$ 1,970.64	\$	1,617,49	\$ 2,287.16	\$ 8,383.59	\$ 3,523.17	\$ 3,123.02	\$	-	\$ -	\$ 20,905.08
Material	\$ -	\$ 165.35	:\$	135.72	\$ 191.90	\$ 703.42	\$ 295.61	\$ 262.04	\$	-	\$ -	\$ 1,754.04
Contractor Fee	\$ -	\$ 4,713.31	;\$	3,868.65	\$ 5,470.36	\$20,051.56	\$ 8,426.60	\$ 7,469.52	\$	-	\$ -	\$ 50,000.00
Total	\$ 	\$ 6,849.29	:5	5,621.86	\$ 7,949.43	\$29,138,58	\$ 12,245.38	\$10,854.58	\$	-	\$ -	\$ 72,659.12

Invoice

ManhattanWest

Date: Statemen! #: September 18, 2008 83308

Bill to: Camco Pacific Construction Comments: Accounts Payable August 08 Draw 2925 E. Patrick Lane, Suite G Las Vegas, Nevada 89120 702.798.6611 Veronica Khun \$ 1,057.00 8/31/08 7,500.00 Katie Mulryan 4 Janice Robbins 692.40 \$ Steven Alexander \$ 7,500.00 Craig Colligan 5 19,230.62 Jill Gisondo \$ 8,192.30 Jennifer Griffith 6,981.36 s 15% Employee Payroll Tax & Overhead 7,673.05 : \$ 58,826.73 Total \$

	invoices:			
7/11/08	Design Space Mcdular Buildings	#0685020	\$	1,642.82
7/22/08	Jackpot Senitation Services	#30588	\$	427.40
7/9/08	Sunstate Equipment Co.	#4158580-004	\$	2,075.54
8/6/08	na por a contractivamente a subserva en la subserv La subserva en la subs	#4158580-005	\$	2,075.54
7/3/08	Canyon State Oil	#110358544	5.	543.86
7/7/08		#110358948	\$	338.21
7/15/08	\$	#110360859	\$	482.42
7/23/08-		#110363319	, \$	559.53
7/23/08	ytte en nære tre en nære og stære en nære en som	#110363327	\$	418.99
8/13/08		#110369446	5	355.84
8/8/08	Arrowhead Water	#08H0029230778	5	87.80
8/18/08	Ryan Dyette.	#8182008	\$	183.23
8/29/08	Joseph Ricci	#082908	5	500.00
		Total	5	9,691.18

\$68,517:91

\$68,517.91

Statement #	83108				No.
	Net 30	, dan prote 14 14 14	12 . 2 . 2000 a . 200	 	
Amount Due	\$68,517.91				 2
Amount Enclosed	3 5 5 varmin 11 kirgaren		1944 - 1944 - 14 - 14 - 14 - 14 - 14 - 1	 	

Make all checks payable to Gemstone Development West Inc Thank you for your business!

9121 W. Russell Road, Ste 117, Las Vegas, NV 89148 Phone 702.614.3193 Fax 702.614.0669 amberj@gemstonedev.com

						·
BESIGN MODULA BUILDING	R	MONTHLY BILLING	inc.	INVO	ICE #	0685020
Los Angeles: 10631 Banan Fresno: 810 North Pleasan San Diego: 2335 Encinitas San Francisco/Sacramenio Eugene: 29336 Alport Rea Spokane: 11120 W. Sursei Seattle: P.O Box 274, Pacif Bojsa: 4055 South Eagleso Les Vegas: 711 Mail Ring C Portland: 6400 S.E. 101st / Bend: P.O. Box 1847, Redr	a Avenue, Fontana, CA 93 LAvenue, Fresno, CA 837 Boulevard, Suite 111, Enc (2725 Fitzgerald Drive, D d, Eugene, OR 97402, Pt Highway 2, Airway Haigi (5, WA 98047-0274, Phon n Road., Boise, ID 83705 incle, #104, Henderson, N wenue, Suite 10, Portland nond, OR 97756, Phone (2337-7002, Phone (909) 349-2800, Fax 28, Phone (559) 233-5596, Fax (559) 2 initias, CA 92024-4356, Phone (760) 94 (xon, CA 95620, Phone (707) 678-6100 ione (541) 481-9122, Fax (541) 689-994 is, WA 99001, Phone (509) 244-0346, J e 466-889-7777 4958, Phone (208) 362-7587, Fax (208 IV 99014, Phone (702) 637-0750, Fax (0R 97266, Phone (503) 223-4440, Fa 541) 382-9466, Fax (541) 385-1991	(909) 349-2110 33-0365 4-441, Fax (760) 944-4 Fax (707) 578-6111 12 Fax (509) 244-9787 362-7588 702) 837-0569 x (503) 222-2303	INV 447 CU PC B¥	LEASE #: D NUMBER: GIN DATE:	7/11/2008 05 -GEMDEV L100272 RYAN DEYETTE 7/25/2008 8/24/2008
	NE DEVELOPME ST RUSSELL RD		τα τέξ του του μ	UNIT LOCAT	SSELL	••• •· •••••••
LAS VEG	AS, NV 89148			LAS VEGAS,	NV 89118	
	RE	From Vision To Reality, 9 MIT TO: Design Spa 2235 Encinitas Encinitas, CA 92	ace Modular Bivd., Suile 111			
UNIT# QU	JANTITY	······································	Description	· · · · · · · · · · · · · · · · · · ·		Amount
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4140	1	Serial #: 56796-01 12 X 60 OF 24 X 60 4 OFFC	: WET			412.5
	1	Serial #: 56796-02 FURNITURE				662,6
	2	STEPS		proved 7/2	5 <u>6</u>	20.0
W	N D1-0000	0				
10	57-930.C			y furniture we furniture very	-	
		ALEXED Approv		54		
	aid A/C failure, you in your mobile off				Net Order: P.P. Ta urance Waiver: Sales Tax:	
rms: Due upon red	ceipt of invoice			Inv	voice Total:	1,642.82
4		PLEASE RETURN THIS PORT	TION WITH YOUR P	AYMENT		
oice No.: 0	385020	Customer #:	05 GEMDEV	,	Contract/Le	ase:
	202020					

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JACKPOT SANITATIC	N SERVICES							
2440 MARCO STREE LAS VEGAS, NV 891						۲ s	AMPTATION SE	EVICES
Ph: 702-367-9933		Fax: 702-367-07	790				lnvo	nice
F	Silling Address				Servic	Address	Concerns of the state of the second state of t	
GEMSTONE DEVELO ATTN: ACCOUNTS P 9121 W. RUSSELL RI LAS VEGAS, NV 8914	AYABLE SUITE 117			MANHATTA	ORT APACHI			
Phone: (702) 614-3193	Cusť #	Site #	Date	Clerk	Terms	P.O.#	invoice #	Page
Fax: 0	GEMSTONEI	DE 3021	7/22/2008	3 KMN	DOR		30588	Page 1
	0500007				DATE 1	otv: I		And Bucklinks
/18/2008- 8/14/2008	DESCRIPT	ON SN# WT9			RATE	QTY		AMOUN
RENTAL & SERVICE-WAT	ER TANK			125	.00/PER	I		125
/18/2008- 8/14/2008 RENTAL & SERVICE-250 G	T250	SN# Z71 Service Interval = 11	w	184	.00/PER	1		185.
//22/2008		el arce Tufel agus 1				1		
		FU	ELSURCH	IARGE 31	.00/EACH Total	1		31.
10-00-1800.0 10-00-1800.0			C	RAIGC Ap	proved 8,	/1/2008		
•			ALE:	XED Appro	oved 8/1/			
Statement as of 7/22/2008	Future: 0.00	Current: 675.80	30 Da	y: -248.40	60 Day: 0.00	96 Day: 0.0	Total	Duc: 427.40
		ease detach here and						
Div:A Cust #: GEMSTONED	E Site #:3021 .OPMENT			adam person sig	i your payment.			30588
ATTN: ACCOUNTS 9121 W. RUSSELL R					Invoice	ŧ.		30588
LAS VEGAS, NV 89	148				Invoice .	otal		341.00
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2440 MARCO S LAS VEGAS, N	TREET V 89115	RVICES neur a finance cha	arge of 18.	00 %/yz or a m	Total Du	69 - A - A - A - A - A - A - A - A - A -		427.40

SUNSTATE Equipment Co.	PLEASE REMIT TO: P.O. BOX 52581 PHOENIX, AZ 85072-2581 www.sunstateequip.com	BRANCH LOCATION LAS VEGAS 702-565-1234 AFTER HR#:(702) 497-9299	CONTRACT TYPE: INVOICE #: PO #: JOB #: ORDERED BY: ORDERED DATE: DATE/TIME OUT: INVOICE DATE: CUSTOMER #:	4158580-004 MANHATTAN WEST MANHATTAN WEST RYAN/SS/730/TIM 3/26/08 7:00 AM 7/09/08
			PHONE #:	86600 702-614-3193
DEL. INSTRUCTIONS: RYA			PROCESSED BY RETURN LOC	
	AL RATES ARE FOR EACH ITE		FUEL OR DELIVER	
ITEM EQUIPMEN QTY EQUIP#			WEEK 4 WEE	EXTENDED KS PRICE
PLEASE R Contract	E FOR 10HRS USE PER DA EAD THE EXCESS USAGE C HOUR METER IN ** HOUR METER ON TOTAL HRS USH D 6-4 TWIST LOCK	HÀRGE PARAGRAPH ON T N : DATE: JT: DATE: _ ED:	HE BACK OF THIS	;
Qty Item number 1 ENV ENVIRONMEN	TAL FEE	Unit Price EA 6.500		6.50
			[GC Approved '	7/21/2008
THIS I	S YOUR INVOICE	, PLEASE PAY		CE.
ALEXED Appro	ved 8/1/2008	DAM	SUB TOTAL: AGE WAIVER: TAX:	1690,50 235,76 149,28
	6/18/08 THRU 7/16/08 07:00 AM	TOTAL	AMOUNT DUE:	2075,54
BILLED FOR FOUR WEEKS	CONTINUES UNTIL YOU CALL 7	02-565-1234 TO HAVE FOUIP	MENT PICKED UP.	
BILLED FOR FOUR WEEKS	CONTINUES UNTIL YOU CALL 7			
BILLED FOR FOUR WEEKS CUSTOMER SIGNATURE ERMS: NET 10th PROX. (DUE 10 AST DUE ACCOUNTS, USTOMER AGREES THAT DAM/ ECURITY GUARD WHEN NOT IN SERVICE/CLEANING CHARGE I HE ENVIRONMENTAL FEE IS NO VARNING: UNLAWFUL FAILURE ESULT.	CONTINUES UNTIL YOU CALL 7 PRINT CUSTOMER'S IN OF THE FOLLOWING MONTH. SER	FULL NAME DELIVER VICE CHARGES AT THE RATE OF FEQUIPMENT IS NOT KEPT IN A ING RETURNED DAMAGED OF IN OF FOR ANY GOVERNMENTAL A PBE A FELONY, FINES, CRIMINAL	RED BY 16% PER ANNUM WILL I OCKED ENCLOSURE OF NEED OF EXCESSIVE CL GENCY. PROSECUTION, AND/OF	B PROTECTED BY A EANING. RIMPRISONMENT COULD

 INVOICE 110358564

 4501 Laker 20 - 5705 Las Vegas, NV 89081

 7/07/08

 7/02-171-6/06 - 355 702-474-0737

 CUSTOMER PO: NO PO NEEDED

 ORDER NUMBER: 550912691-000

 TERMS:
 NET 10

TERMS :	NET 10	ORDER DATE:	7/02/08
SALESMAN:	Robert Jasen	DATE SHIPPED:	7/03/08
SHIP VIA:	Irk#Driver	LOCATION NO:	1101

PLEASE REMIT TO: P.O. EON 31001-1224, PASADENE, CA. 91110-1224

BILL TO NO.: 52249	SHIP TO NO.: 2
GENSTONE DEVELOPMENT WEST INC	GEMSTONE DEVELOPMENT WEST INC
9121 W RUSSELL ROAD STE 117	215 & W RUSSELL
LAS VEGAS, NV 89148	LAS VEGAS, NV 89148

PKG	ITEM CODE BIN U/M	DESCRIPTION	QTY ORD	qty Ship	UNIT PRICE	EXT
		ROBERT JASEN / DG / I	TILL GENERATOR			· -
BLR 22	27-43 BULK	LOW SULFUR DIESEL #2-DYED (DOES NOT EXCEED 500 PPE)	89	89	5.1500	458.35
		FEDERAL EXCISE TAX			.0010	.09
		FEDERAL OIL SPILL FEE			.0012	.21
		NV Petroleum Discharge Clean			.0075	.67
EA FS	SCI FLAT RAT	FUEL SERVICE CHARGE-FLAT RATE **WET HOSE SERVICE CHARGE**	1	1	75.0000	75.00

CRAIGC Approved 7/8/2008

Alex approved 8-6-08...lynn

SUB-TOTAL	534.22
FREIGHT	.00
MISC CHARCES	.00
HDLG CHARGES	8.95
SALES TAX-STATE	.59
SALES TAX-COUNTY	.00
SALES TAX-CITY	.00
SALES TAX-OTHER LOCAL	.00
INVOICE TOTAL	543.86

A Service Charge of 1-1/2% per month (18% annually) will be charged on any balance Past Due.

 PTSF We (RTS 110358948)
 INVOICE 110358948

 4 S.4 Pakent DL. North Las Vegas, NV 89081
 7/08/08

 702-174-0700
 EAE 702-474-0727

DATE SHIPPED:

LOCATION NO:

7/07/08

1101

·		•			•	
		•				•
PO:	NO PO REQUIRED		ORDER	NUMBER :	550913248-000	
	NET 10		ORDER	DATE :	7/07/08	

PLEASE REMIT TO: P.O. BOX 31001-1234. PASADENA, CA. 91110-1224

BILL TO NO. :	52249	SHIP	TO	NO.:	2
* * * **	GEMSTONE DEVELOPMENT WEST INC	• • •			GEMSTONE DEVELOPMENT WEST INC
	9121 W RUSSELL ROAD STE 117				215 & W RUSSELL
	LAS VEGAS, NV 89148				LAS VEGAS, NV 89148
	-				

PKG	iten Bin	CODE U/M	DESCRIPTION	QTY ORD	QTY Ship	UNIT PRICE	EXI PRICE
BLK	227-43	BULK	STEVE / ROBERT JASEN LOW SULFUR DIESEL #2-DYED (DOES NOT EXCEED 500 PPM) FEDERAL EXCISE TAX	49	49	5.1650	253.09 .05
EA	FSC1	FLAT RAT	FEDERAL OIL SPIIL FEE NV Petroleum Discharge Clean FUEL SERVICE CHARGE-FLAT RATE **WET HOSE SERVICE CHARGE**	1 ,	l	.0012 .0075 75.0000	.06 .37 75.00

Alex approved 8-6-08...lynn

CUSTOMER TERMS -

SALESMAN:

SHIP VIA:

Robert Jasen

Trk#____Driver_

CRAIGC Approved 7/21/2008

SUB-TOTAL	328.57
FREIGHT	,00
MISC CHARGES	.00
HDLG CHARGES	8,95
SALES TAX-STATE	.69
SALES TAX-COUNTY	.00
SALES TAX-CITY	.00
SALES TAX-OTHER LOCAL	.00
INVOICE TOTAL	338.21

A Service Charge of 1-1/2% per month (18% annually) will be charged on any balance Past Due.

WC - Will Will GO. - MC. WC - Will Willer St., Mouth Las Vegas, NV 89081 INVOICE 110363859 7/15/08 752-476-9700 EAN 102-474-0737

CUSTOMER PO;	NO PU REQ	ORDER NUMBER:	550915810-000
TERMS :	NET 10	ORDER DATE:	7/14/08
SALESMAN:	Robert Jasen	DATE SHIPPED:	7/14/08
SHIP VIA:	Trk#Driver	LOCATION NO:	1101

PLEASE REMIT TO. P.O. BOX 31001-1224, PASADENA, CA. 91110-1224

BILL TO NO.: 52249	SHIP TO NO.: 2
GEMSTONE DEVELOPMENT WEST INC	CENSTONE DEVELOPMENT WEST INC
9121 W RUSSELL ROAD STE 117	215 & W RUSSELL
LAS VEGAS, NV 89148	LAS VEGAS, NV 89148

PKG	ITEM BIN	CODE U/M	DESCRIPTION	QTY ORD	QTY Ship	UNIT PRICE	EXT PRICE
			ROBERT JASEN / DG / 1	M DELIVERY			•
BLK	227-43		LOW SULFUR DIESEL #2-DYED	78	78	5.0900	397.02
		BULK	(DOES NOT EXCEED 500 PPM)				
			FEDERAL ENCISE TAN			.0010	. 08
			FEDERAL OIL SPILL TEE			.0012	.09
			NV Petroleum Discharge Clean		-	.0075	. 59
EA	FSC1		FUEL SERVICE CHARGE-FLAT RATE	1	1	75.0000	75.00
		FLAT RAT	I **WET HOSE SERVICE CHARGE**			,	

CRAIGC Approved 7/21/2008 101110-01

Alex approved 8-6-08...lynn

SUB-TOTAL FREIGHT	472.78
MISC CHARGES	- 00
HDLG CHARGES	8.95
SALES TAN-STATE	. 69
SALES TAX-COUNTY	.00
SALES TAX-CITY	.00
SALES TAX-OTHER LOCAL	.00
INVOICE TOTAL	482.42

A Service Charge of 1-1/2% per nonth (18% annually) will be charged on any balance Past Due.

MW 01-000000

10-00-1800.025 61-8780

Inc.



CANYON STATE OIL CO., INC. 4581 Eaker St., North Las Vegas, NV 89081

702-474-9700 FAX 702-474-0737

PLEASE NOTE OUR <u>NEW</u> REMIT ADDRESS P.O. BOX 31001-1224, Pasadena, CA 91110-1224

ADDRESS SERVICE RE	QUESTED	2.193312
BITLE NOT	52249	
		100

GEMSTONE DEVELOPMENT WEST INC 9121 W RUSSELL RD STE 117 LAS VEGAS NV 89148-1238

SHIP TO: 2	
GEMSTONE 215 & W RUS LAS VEGAS,	
INVOICE 110363319	CUSTOMER PO NO PO REQ
110363319 INVOICE DATE	NO PO REQ TERMS

• •

PKC	CODE		Service description	ORD	SHIP	PRICE	PRICE
BLK	227-43	BULK	STEVE / ROBERT JASEN LOW SULFUR DIESEL #2-DYED (DOES NOT EXCEED 500 PPM)	98	. 98	4.83600	473.93
EA	FSC1	FLAT RAT	FEDERAL EXCISE TAX FEDERAL OIL SPILL FEE NV Petroleum Discharge Cleanup FUEL SERVICE CHARGE-FLAT RATE **WET HOSE SERVICE CHARGE**	1	- - -	0.00100 0.00120 0.00750 75.00000	.10 .12 .74 75.00
			MW 01-0000 10-00-1800.025 85-8540 Alex a	pproved	8-6-08.	lynn	
				-		-	
1	CRAIGC App	coved 8/		SALES T SALES T	T: HARGES: HARGES: AX-STAT AX-COUN AX-CITY: AX-OTHE		549.89 .00 8.95 .69 .00 .00 .00 559.53

A Service Charge of 1-1/2% per month (18% annually) will be charged on any balance Past Due.

inc.



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CANYON STATE OIL CO., INC. 4581 Eaker St., North Las Vegas, NV 89081

- ويرديك الأرام وروالتكميتين كالأر

702-474-9700 FAX 702-474-0737

PLEASE NOTE OUR <u>NEW</u> REMIT ADDRESS P.O. BOX 31001-1224, Pasadena, CA 91110-1224

ADDRESS SERVICE REQUESTED	Variation
52249 52249	12 Deck

GEMSTONE DEVELOPMENT WEST INC 9121 W RUSSELL RD STE 117 LAS VEGAS NV 89148-1238

SHIP TO: 2	
INVOICE 110363327	CUSTOMER PO GEN #72579
110363327	
INVOICE DATE	GEN #72579

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PKG	CODE	E EUMIN	DESCRIPTION	ORD	SHIP	PRICE	PRICE
	227-43	BULK	LOW SULFUR DIESEL #2-DYED (DOES NOT EXCEED 500 PPM) FEDERAL EXCISE TAX FEDERAL OIL SPILL FEE NV Petroleum Discharge Cleanup	69	69	4.83600 0.00100 0.00120 0.00750	333.68 .07 .08 .52
EA	FSC1	FLAT RAT	FUEL SERVICE CHARGE-FLAT RATE	. 1.	1	75.00000	75.00
			MW 01-00000 10-00-1800.025 51-5130				
				,	,		
		ć	Alex approved 8-6	-08lyn	<u>n</u>		
	CRAIGC	Approved	1 8/1/2008	SUB-TO FREIGHT MISC CH HLDG CH SALES T SALES T SALES T SALES T	T: IARGES: IARGES: AX-STAT AX-COUN AX-CITY:		409.35 .00 .00 8.95 .69 .00 .00 .00
				INVOICE	TOTAL		418,99

A Service Charge of 1-1/2% per month (18% annually) will be charged on any balance Past Due.



Inc. 211007

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#215 6661 DIXIE HWY, SUITE 4 . LOUISVILLE KY 40258 service.arrowheadwaler.com

#BWNNWYR #0200000292307780# GEMSTONE DEVELOPMENT, LLC BARBARA 9121 W RUSSELL RD STE 117 LAS VEGAS NV 89146-1238

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BIL	ING P	ERIOD	INV		ER
07/09/0)8 - 8/1	08/08	OBH	002923077	3
UPCO	MING	DELIVERIE	S ACCO		BER.
FRI- MON- TUE- FRI-	OCT NOV	12 13 11 12	00	29230778	

Customer Service: 1-800-950-9393

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Did you forget about us? Kindly pay upon receipt. Remember, past due accounts are subject to a late fee. Your prompt payment is appreciated. For your convenience, pay online: atrowheadwater.com/service. If payment has been made, we thank you.

			DESCRIPTION	LC, 9215 W RUSSELL ROAD,	TRAILER, LAS VEGAS NV 89	
	1		PREVIOUS BAL			58.
7/15	6986270152	4 4 2 4 1	5 GALLON ROU .5 LITER AH 9 OZ PLASTIC 5 GALLON EMP	SPRING WATER ND BOTTLE DEPOSIT MTN SPRING WTR 24/CS CUP 50 CT/SLEEVE TY BOTTLE RETURN POUND FRENCH ROAST		27. 31. 5.
8/08	6994517685 H1027714	t ·	OIL/FUEL SUR	CHARGE		2.
			SALES TAX	Paid Chk# 2738	10.101-6	
			TOTAL	\$58.83 8/6/2008	MWOIN	10000 800.028 80
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vccon	NT SUMMARY	PRE	VIOUS BALANCE	PAYMENT/ADJUSTMENT	CURBENT ACTIVITY	PAY THIS AMOUNT
ubject to t	terms on reverse side.	L	58:63	.00	T (87.80)	145.09
	Detech this slub	end return 1	vith your payment	ACCOUNT NUMBER	PAY BY	PAY THIS AMOUNT
1.61.87 1.065.1			RAAP	0029230778	8/30/08	146.83
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	ARROWHEA				GEMSTONE DEVELOPMEN	T.LLC
			North America Inc.		BARBARA 9121 W RUSSELL AD STE 1	17
					0101 WIDHCCELL DD CTC1	

CAMCO-MW 00084

•		·. · · .	Inc	1551 5 - 0771. f 4581 Eaker 50. 764-17400	, Nor:	. The. h Las Veg	es, NV 8908]	INVOICE : . 8,	10359445 (13/08
TERM	Comer Po: 15: 25Man: 9 VIA:	NET 10 Robert	Jasen _Driver			. *	ORDER DATE	ED: 8/12/0	8
BILL	. TO NO. :	52249 GEMSTON 9121 W	EASE REMIT TO: P E DEVELOPMENT WE RUSSELL ROAD STE AS, NV 89148	ST INC	-	PASADENA, F TO NG.:	2	EVELOPMENT W	'EST INC
PKG	ITEM C BIN	ode U/M	DESCRIFT	ION		QT'Y ORD	QTY Ship	UNIT PRICE	EXT PRICE
BLK	227-43		KEEP F LOW SULFUR DIES (DOES NOT EXCEE FEDERAL EXCISE FEDERAL OIL SPI	el 42 dysd d 500 fpu) Tax ll fez		63	63	4.2950 .0010 .0012	270.59 .D6 .D8
ea :	FSC1	FLAT RAT	NV Petroleum Di FUEL SERVICE CH ***WET HOSE SERV	ARCE-FLAT RATE		1	1	.0075 75.0000	.47 75.00

MW 01-00000 10-00-1800.025 \$81-5130

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CRAIGC Approved 8/18/2008

SUB-TOTAL

MISC CHARGES

HDLG CHARGES

SALES TAX-STATE

SALES TAX-COUNTY

SALES TAX-OTHER LOCAL

SALES TAX-CITY

INVOICE TOTAL

FREIGHT

ALEXED Approved 8/19/2008

A Service Charge of 1-1/2% per month (18% annually) will be charged on any balance Past Due.

CAMCO-MW 00085

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For Office Use Only

Inv# 8182008

Date: From

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EMPLOYEE I				Desition	Project Manag					
Name	Ryan Deyet			Position						
Department	Constructio	n (During expense period)		Manager	Craig Colligan		÷			
Date	Account	Description	Hotel	Transport	Fuel	Meals	Phone	Entertainment	Misc	Total
4/29/2008		Velcro strips for treadmills					; t			\$ 19,20
1/23/2008		Measure tape for construction					i .		ž	\$ 6.98
5/2/2008		Shrink wrap for tile			1			-		\$ 46,27
4/11/2008		Locks and Chains for tile fence	•			•		•• •• ••		\$ 110,78
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			\$	\$	\$	1.5	\$	\$ -	li\$	
									Subtotal	<u>:\$ 183,23</u>
Notes:		01-00000						-	Advances	
	10-0	00-1800.028						•	Total	\$ 183.23,

Inc.

51-5130

TIMH Approved 8

JA002867

Expense Report

Manhattan West

PURPOSE:



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CAMCO-MW 00087

JA002868

BACK

LOVE'S NOVE CENTERS, INC. 9955 SOUTH EASTERN AVENUE 45 VEGAS, NU 03123 (702)270-7400 SALES 1:-STITISTUM 1 1181557 94

THUDICE TOT 87

101

BALANCE

UISA XXXXXXXXXXXXXX P209 8100H1:

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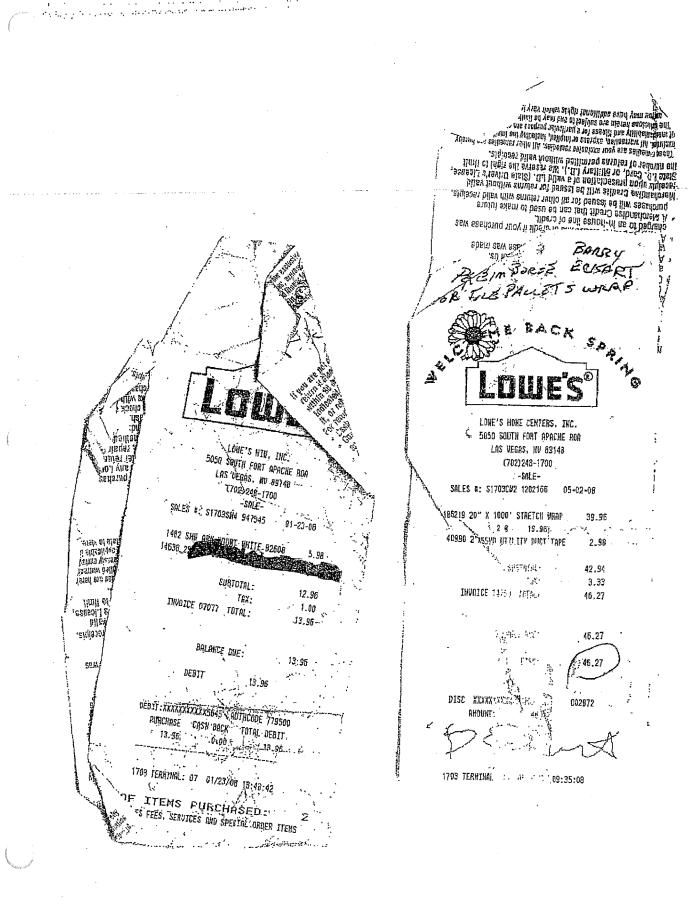
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Capital One Online Banking | Statements

Page 1 of 3



	nature Account (0709) nt for April 11, 2008 - 1		atement Close Window
Previo Balanc	ce & Credits	FINANCE Transactions New Minin CHARGE Balance Paym	
4,004	1.70 - \$1,000.00	+ \$27.88 + \$892.54 = \$3,925.12 \$117	.00 June 10, 2008
Import	ani account disclosures		
Your A	Account Information		
	11, 2008 - May 10, 2008		
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	L AVAILABLE REVOLV		a statistica de la constatistica de la constatistica de la constatistica de la constatistica de la constatisti Na constatistica de la constatis
	IT LINE FOR CASH		
	ABLE CREDIT FOR CA	SH	
Rewon	ds Summary		· · · ·
	us available balance;		8,797
	d this period:		1,121
	ts transactions posted d	uring this billing cycle)	1,121
Adjush	ments this period:		0
Redee	med this period:		٥
Forfeite	ed this period:	· · ·	0
Availat	ole Balance:		9,918
Payme	nls, Credils & Adjustme	nis ·	
	Date	Description	Amount
1	April 14, 2008	ELECTRONIC PAYMENT	\$1,000.00-
Transa	clions	·	
•	Date	Description	Amount
2	April 09, 2008	TROPICAL SMOOTHIE NV LAS VEGAS NV	\$8.37
3	April 09, 2008	7-ELEVEN 32225 Q05 LAS VEGAS NV	\$49.21
4	April 10, 2008	WAL-MART #5269 LAS VEGAS NV 101/65	\$134.05
5	April 11, 2008	TECH MAIL LAS VEGAS NV	€D> \$6.85
3	April 11, 2008	LOWES #01703* LAS VEGAS NV	\$110.78
7	April 11, 2008	OUTBACK #3220 LAS VEGAS NV	\$72.83
3	April 11, 2008	STAR BRITE CLEANERS # 2 LAS VEGAS NV	\$17.50
3	April 12, 2008	REDBOX DVD 012-9763 OAK BROOK TR IL	\$1.08
10	April 14, 2008	7-ELEVEN 32225 Q05 LAS VEGAS NV	\$51.74
17	April 16, 2008	TAHITIAN TAN LLC LAS VEGAS NV	\$20.00
2	April 17, 2008	VONS Store00016881 LAS VEGAS NV	\$3.50
3	April 18, 2008	ZEN JUICE LAS VEGAS NV	\$14.09
4	April 18, 2008	ZEN JUICE LAS VEGAS NV	\$5.31
5	April 20, 2008	WAL-MART #5269 LAS VEGAS NV	\$27.49
6	April 21, 2008	TECH MAIL LAS VEGAS NV	\$24.65
7	April 21, 2008	WAL-MART #5269 LAS VEGAS NV	\$3.00
8	April 21, 2008	EL POLLO LOCO #6024 LAS VEGAS NV	\$11.49

https://servicing.capitalone.com/C1/Accounts/statementsDetailaspx?index=1&accountind 6/24/

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6/24/2008

	• ••	i n i	•		• •• ••
·"···	- SUNSTATE	PLEASE REMIT TO: P.O. BOX 52581 PHOENIX, AZ 85072-2581	HAC BRANCH LOCATION LAS VEGAS 702-565-1234 AFTER HR#:(702) 497-9293		4 WEEK BILL 4158580-005 ANHATTAN WEST
-	Equipment Co.	www.sunstateequip.com			NHATTAN WEST
-				DATE/TIME OUT: INVOICE DATE: CUSTOMER #:	3/26/08 7:00 AM 8/06/08 86600
-	000-g			PHONE #:	702-614-3193
			• • • • • • • •	-10-00- MW 01-	-100000 -1800.025 (7-5730
	ORDERED BY:		TERRITORY: 204	PROCESSED BY: C	YCLE BILL
	DRIVERS LICENSE: JOB ADDRESS: RU	LI SSELL & FT APACHE, LAS VEGAS	ICENSE PLATE:	RETURN LOC:	
	DEL INSTRUCTIONS: RY	AN 614-3193 JOB: MANHATTAN WE PULL WHEELS *****			
_		ITAL RATES ARE FOR EACH ITE	M AND DO NOT INCLUDE		PAGE: 1 OF 1
	ITEM EQUIPME _QTY EQUIP#	NT DESCRIPTION	DAY	RATES WEEK 4 WEEKS	EXTENDED PRICE
		SDG65TS HR DUT: RE FOR 10HRS USE PER DAY READ THE EXCESS USAGE CH T. HDUR METER IN	6888.00 HR IN: , 50HRS PER WEEK; /	THE BACK OF THIS	
	1 50' POWER CO	TOTAL HRS USE RD 6-4 TWIST LOCK	D:12.00	46.00 138.00	139.00
:	SALES ITEMS: Qty Item number		Unit Price		
	1 ENV ENVIRONME	NTAL FEE	EA 6.500		6.50
				oved 8/18/2008	
				ved 8/19/2008	
	THIS	IS YOUR INVOICE	, PLEASE PAY	BY INVOICE	4 2 20
			DA	SUB TDTAL: MAGE WAIVER:	1690.50 235.76
	BILLED FOR FOUR WEEK	S 7/16/08 THRU 8/13/08 07:00 AM	TOTAL	TAX: AMDUNT DUE:	149.28 2075.54
	REN	T CONTINUES UNTIL YOU CALL 70	12-565-1234 TO HAVE EQU	PMENT PICKED UP.	
	CUSTOMER SIGNATURE	······································		RED BY	DATE
0 1	PAST DUE ACCOUNTS. CUSTOMER AGREES THAT DAI SECURITY GUARD WHEN NOT I A SERVICE/CLEANING CHARGE THE ENVIRONMENTAL FEE IS N WARNING: UNLAWFUL FAILUR	19th OF THE FOLLOWING MONTH), SERV MAGE AND THEFT WAIVER IS VOIDED IF N USE. E MAY RESULT DUE TO EQUIPMENT BEIN FOT REGULATED NOR COLLECTED BY O E TO RETURN RENTED PROPERTY MAY	EQUIPMENT IS NOT KEPT IN A NG RETURNED DAMAGED OR I DR FOR ANY GOVERNMENTAL	LOCKED ENCLOSURE OR PR N NEED OF EXCESSIVE CLEAN AGENCY.	NING.
	RESULT.	D TERMS ON FRONT AND BACK OF THIS	-	,	
				CAMCO-MM	

		P	age 1 of 3
Lynn l	Demann	Inu# 08:	2908
From:	Tami Calhoun		
Sent:	Friday, August 29, 2008 4:53 PM		
To:	Lynn Demann		
Subjec	i; FW: filing cabinets		
ynn-	······································	a Andreas and a second and a second a se	
			trailara
	heck cut on Monday for \$500, made payable to Joseph Ricci. II		
Thank you	eph N Ricci [mailto:joericci@libertyrealty.com]		
fhank you from: Jos fent: Fric	il seph N Ricci [mailto:joeríccí@libertyrealty.com] ay, August 29, 2008 3:42 PM		1W 01-00000 0-00-1800.025 51-5730

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100

Joseph Ricci

Can I deliver on a Saturday or do you need it done on a business day?

Thank You,

Joseph N Ricci / COO Liberty Realty Inc. 2920 S Durango Dr Las Vegas, NV 89117 702-988-1000

From: Taml Calhoun [mailto:TrC@gemstonedev.com] Sent: Friday, August 29, 2008 2:41 PM To: Joseph N Ricci Subject: RE: filing cabinets

If we were to take all but the two with holes, delivered asap to 9121 west Russell rd, how soon can you get them here and what would be the total including delivery? Our option is check or credit card only.

Please let me know. Thank you!

Tami

8/29/2008

Page 2 of 3

From: Joseph N Ricci [mailto:joericci@libertyrealty.com] Sent: Friday, August 29, 2008 9:58 AM To: Tami Calhoun Subject: RE: filing cabinets

Where is the delivery too? And when would you like them delivered? I can deliver for a small fee. Here is my offer as a recap: 3 units $42'' \times 19 \frac{14''}{28''} \otimes \80 2 Units $42'' \times 18'' \times 27 \frac{12''}{2} \otimes \80 1 unit $36'' \times 19 \frac{14''}{28} \times 28 \frac{12}{2} \otimes \60 1 unit $30'' \times 28 \frac{12''}{2} \times 19'' \otimes \40 2 units $28'' \times 28'' \times 18''$ one with no lock (empty hole) \$40

Total \$580

But my discount CASH price would be \$540 plus delivery

So EXACTLY what do you request? I hope all of them!

Thank You,

Joseph N Ricci / COO Liberty Realty Inc. 2920 S Durango Dr Las Vegas, NV 89117 702-988-1000

From: Tami Calhoun [mailto:TrC@gemstonedev.com] Sent: Thursday, August 28, 2008 3:38 PM To: Joseph N Ricci Subject: RE: filing cabinets

We will take them. Are you able to deliver them? Also, the two larger ones as well.

From: Joseph N Ricci [mailto:joericci@libertyrealty.com] Sent: Thursday, August 28, 2008 11:12 AM To: Tami Calhoun Subject: RE: filing cabinets

\$60 each?

Thank You,

8/29/2008

Page 3 of 3

Joseph N Ricci / COO Liberty Realty Inc. 2920 S Durango Dr Las Vegas, NV 89117 702-988-1000

From: Tami Calhoun [mailto:TrC@gemstonedev.com] Sent: Thursday, August 28, 2008 9:55 AM To: Joseph N Ricci Subject: RE: filing cabinets

How much for the middle ones if we were to take 2?

From: Joseph N Ricci [mailto:joericci@libertyrealty.com] Sent: Thursday, August 28, 2008 9:44 AM To: Tami Calhoun Subject: filing cabinets

Here are pictures of what I have , it shows three sizes I have 4 of the larger ones and two each of the other sizes. As I said the large ones I would ask \$80 the others are negotiable.

They are at the address below and I can be contacted at either the office (below) or cell #702-767-9962

Thank You,

Joseph N Ricci / COO Liberty Realty Inc. 2920 S Durango Dr Las Vegas, NV 89117 702-988-1000

No virus found in this outgoing message. Checked by AVG. Version: 7.5.526 / Virus Database: 270.6.13/1641 - Release Date: 8/29/2008 7:07 ÅM

16826 Las Vegas Pipeline **Progress Billing** 56= 86752.83 181 N. Gibson Rd. Application No: 9 (Revised 09/11/08) Henderson, NV 89014 Date: 9/4/2008 Phone: 702-363-1006 Fax: 702-367-1007 Period Ending: 8/31/2008 757= 86431. License #0060688 7 58 = 33983.95 Owner: Job Location: Manhattan West Camco Pacific 2925 E. Patrick Lane, Suite G Las Vegas, NV 89120 Contractor's Certification of Work **Application For Payment On Contract Original Contract:** 520,000.00 The undersigned contractor certifies that, to the best of the contractor's knowledge, the work on the above named job has been completed in accordance with the plans and Net Change by Change Orders: 1,634,102.01 specifications to the level of completion indicated on the **Contract Sum to Date:** attached schedule of completion. 2,154,102.01 Total Complete to Date: 1,951,395.29 **Total Retained:** 195,139.53 Contractor Date: 09/04/08 **Total Earned Less Retained:** 1,756,255.76 Less Previous Billings: 1,595,880.56 1212794.30 60,375.20 **Current Payment Due:** 397,846.25 Balance on Contract:

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									•	
		Las Vegas Pir	alina							
		Las veyas rij	senne	,				1		
Manhattan West								Δ	pplication No:	<u>م</u>
								i F	Period Ending:	3/31/2008
									and a mining i	
	Contract	Change	Previous	Current	Current	Stored	Construction	Tatal	Dellanan	s Datat i
Base Bid Contract	Amount	Amount	\$ Complete	% CTD	\$ Complete	Material	Deposit	Total Complete	Balance	Retained
1 Site Utilities	520,000.00	, and any	514,800.00	99.00	4 Complete 0.00	0.00	0.00	514,800.00	\$	\$
			017,000.00	33.00	0.00	0.00	0.00	514,000.00	5,200.00	51,480.00
2 Change Order #1		56,484.00	50,835.60	90.00	0.00	0.00	0.00	50,835.60	5,648.40	5,083.56
3 Change Order #2		425.50	425,50	100.00	÷ 0.00	0.00	0.00	425.50	0.00	42.55
4 Change Order #3	T&M NTE	99,566.00	0.00	68.86	68,561.15	0.00	0.00	68,561.15	31,004.85	6,856.11
5 Change Order #4		84,132.11	67,305.69	100.00	16,826.42	0.00	0.00	84,132.11	0.00	8,413.21
6 Change Order #5		431.25	431.25	100.00	0.00	0.00	0.00	431.25	0.00	43.13
7 Change Order #6		375,552.50	292,930.95	87.00	33,799.73	0.00		326,730.68	48,821.83	32,673.07
8 Change Order #7		197,380.00	197,380.00	100.00	0.00	0.00	0.00	197,380.00	0.00	19,738.00
9 Change Order #8		309,991.00	309,991.00	100	0.00	0.00	0.00	309,991.00	0.00	30,999.10
10 Change Order #9		35,035.00	1,051.05	100	33,983.95	0.00	0.00	35,035.00	0.00	3,503.50
11 Pending Change O: See breakdown bel		475,104.65	292,249.59	0.00	70,823.42	0.00	0.00	363,073.01	112,031.65	36,307.30
	520,000.00	1,634,102.01	1,727,400.63		223,994.66	0.00	0.00	1,951,395.29	202,706.72	195,139.53
Pending Changes								3		
NPC Conflict		6,590.00	6 500 00	400	0.00			· · · ~		
Lift Station Increas	۵	821.12	6,590.00	100	0.00	0.00		6,590.00	0.00	659.00
Permit - CCBD	~	3,867.96	0.00 3,867.96	0 00t	0.00	0.00	0.00		821.12	0.00
SL/FAST		31,910.00	3,867.96 15,955.00	100 50	0.00	0.00	0.00	3,867.96	0.00	386.80
Encr Permit		1,638.75			0.00	0.00	0.00	15,955.00	15,955.00	1,595.50
Hydrant		1,128.00	1,638.75	100	0.00	0.00	0.00	1,638.75	0.00	163.88
Encasement		1,712.00	1,128.00	100	0.00	0.00			0.00	112.80
NPC Sparta		5,153.50	1,712.00	100	0.00	0.00	0.00		0.00	171.20
Install 2" conduit		13,000.00	5,153.50 13,000.00	100	0.00	0.00	0.00		0.00	515.35
Low Voltage		97,709.19	97,709.19	100	0.00	0.00	0.00	13,000.00	0.00	1,300.00
NPC future stubout	S	13,845.00	13,845.00	100 100	0.00	0.00	0.00	97,709.19	0.00	9,770.92
Revision 3 Add (By		48,929,00	10,040.00 0.00	100	0.00	0.00	0.00	13,845.00	0.00	1,384.50

APCO-TR-EX0218-0051

CAMCO-MW 00095

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7,686.00

Revision 3 Add (Bypass)

Hualapal/Quail

Building #9 SEC	4,789.74	4,789.74	100	0.00	0.00	0.00	4,789.74	0.00	478.97
Building #8-9Trans	4,380.97	4,380.97	100	0.00	0.00	0.00	4,380.97	0.00	438.10
Building #9 SWC	11,931.48	11,931.48	100	0.00	0.00	0.00	11,931.48	0.00	1,193.15
Building #2	2,108.75	2,108.75	100	0.00	0.00	0.00	2,108.75	0.00	210.88
Building #3	2,108.75	2,108,75	100	0.00	0.00	0.00	2,108.75	0.00	210.88
Hydrant Repair	370.89	370.89	100	0.00	0.00	0.00	370.89	0.00	37.09
Building #8 NEC	8,462.76	8.462.76	100	0.00	0.00	0.00	8,462.76	0.00	846.28
Building #8 NWC	14.802.56	14.802.56	100	0.00	D.00	0.00	14,802.56	0.00	
WRG Delta 2,3	126.045.55	37,813.67	30	0.00	0.00	0.00	37,813.67	88,231,89	1,480.26
Building #7 NPC	4,525.17	4.525.17	100	0.00	0.00	0.00	4,525.17	· · ·	3,781.37
COR#1 Trench Plate	22,500.00	22,500.00	100	0.00	0.00	0.00	22,500.00	0.00	452.52
COR#1 Phase II	10,169.45	10,169.45	100	0.00	0.00	0.00	10,169.45	0.00	2,250.00
Lift Station Increase 2	2,023.64	0.00	0	0.00	0.00	0.00	0.00	2,023.64	1,016.95 0.00
Pullbox repair	1,269.99	0.00	100	1,269.99	0.00	0.00	1,269.99	2,023.04	127.00
Hydrant Repair 07-01	454.24	0.00	100	454.24	0.00	0.00	454.24	0.00	45.42
T5&6 to #7 Power	16,334.71	0.00	100	16,334.71	0.00	0.00	16,334.71	0.00	1,633.47
Hydrant Repair 07-30	444.24	0.00	100	444.24	0.00	0.00	444.24	0.00	44.42
Hydrant Repair 08-01	444.24	0.00	100	444.24	0.00	0.00	444.24	0.00	44.42
Riser Flush T&M NTE	5,000.00	0.00	0	0.00	0.00	0.00	0.00	5,000.00	0.00
Haulapal/Patrick	1,477.00	0.00	100	1,477.00	0.00	0.00	1,477.00	0.00	147.70
Russel Box Reloca	1,470.00	0.00	100	1,470.00	0.00	0.00	1,470.00	0.00	147.00
	•			-,		0.00	1,10000	0.00	147.00
	475,104.65	292,249.59		70,823,42	0.00	0.00	363,073.01	112,031.65	36,307.30

APCO-TR-EX0218-0052

Date	Foreman	Operator	Laborer	Excavator	Loader	Hoe-Ram	Water Trk	Compactor	
6-Aug		12		6			6		
12-Aug	. 10	20	10	10	10	10	10		
13-Aug	10.5	21	10.5	10.5	10.5	10.5	10.5		
14-Aug	9	9	9	9	9	8	8		
18-Aug	6	6	6	6	6	6	6		
19-Aug	8	-16	8	2			1	2	

Fire Tank Excavation and Installation - T&M Change Order #3

Tank set in place on 8-19. Crane provided by APCO

Invoice

Professional Doors & Millworks, LLC 2951 Marion Ste 101 Las Vegas, NV 89115 (702) 643-8268

leall

Invoice Number: 0024032-IN Invoice Date: 8/19/2008

Customer Number: CAMCOD1

Sold To: CAMCO PACIFIC 2925 E. PATRICK LANE STE G LAS VEGAS, NV 89120 Confirm To:

3

Ship To: THE WEST MANHATTAN CONDOMINIUM WEST RUSSELL ROAD AND ROCKY HILL STREET LAS VEGAS, NV 89148

Customer P.O.			erms et 30	
	Description			Amount
DOORS & FRAMES	S MATERIAL BLDG 2 GARAGE	۸. «المربوع مسترية بالمربوع ومسترية المربوع المربوع المربوع المربوع مسترية المربوع مسترية المربوع المربوع المر	2 407, 54	\$4,248.20 -
	BLDG 2 LEVEL 1	•		\$3,965.30
	BLDG 3 GARAGE			\$2,851.28
:	BLDG 3 LEVEL 1			\$3,965.30
	BLDG 7 GARAGE			-
	BLDG 7 LEVEL 1			\$1,333.00
•	BLDG 7 LEVEL 2			\$1,595.40 \$4,410.00
	BLDG 7 LEVEL 3			\$4,410.00 \$4,410.00
	BLDG 7 LEVEL 4			\$4,410.00
	BLDG 7 LEVEL 5			\$4,410.00
	BLDG 7 LEVEL 6	5. 5.		
•	BLDG 7 LEVEL 7			\$4,410.00
	BLDG 7 LEVEL 8			\$4,410.00
	BLDG 7 LEVEL 9			\$4,41D.00
	BLDG 8 LEVEL 1			\$3,096.20
	BLDG 8 LEVEL 1 BLDG 8 LEVEL 2			\$1,421.85
:				\$1,421.85
	BLDG 8 LEVEL 3	a premiera de la compañía de la comp	ی در میکند. محمد از میکند میکند و میکند و از میکند از در میکند از این میکند و این میکند و این میکند و میکند و میکند و میکند	\$1,421.85
	BLDG 8 LEVEL 4			\$1,421.85
	BLDG 9 LEVEL 1			\$1,421.85
	BLDG 9 LEVEL 2			\$1,421.85
	BLDG 9 LEVEL 3	•		\$1,421.85
				Continued

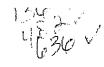
626-4917.71137480

CAMCO-MW 00098

APCO-TR-EX0218-0054



ThyssenKrupp Elevator 2455 E. Parley's Way, Suite 110 Salt Lake City, Utah 84029 Phone: (888) 844-5438 Fax: (801) 487-6178 INVOICE



Invoice # 914826

Bill To: APCO CONSTRUCTION 3432 NORTH 5TH STREET NORTH LAS VEGAS, NV 89032 Location: MANHATTAN WEST CONDOS

105EX7866-95 Job# 08/26/08 86-DEFAULT Terms Net 30 Days Route Acct# Date Inv# 914826 PO# Contract# Туре Construction Line Measure Description Taxable Price Amount ORIGINAL CONTRACT PRICE No Each 1,162,976.00 \$1,162,976.00 2 CHANGE ORDERS 63,635.00 \$63,635.00 REVISED CONTRACT AMOUNT \$1,226,611.00 LESS AMOUNT BILLED (NET) TO APCO CONST. 668,801.70 NEW CONTRACT AMOUNT \$557,809,30 AMOUNT COMPLETED TO DATE (ON NEW CONTRACT) 54,219.00 LESS RETENTION \$5,421.90 LESS PREVIOUS CERTIFICATES OF PAYMENT \$0.00 (ON NEW CONTRACT) NET AMOUNT DUE AND PAYABLE \$48,797.10 Taxable \$0.00 Should you have any questions regarding your billing, please contact Non-Taxable \$48,797.10 Sub-Total Laurie Hsney - Regional Billing Analyst @ (888) 844-5438 Ext. 228 \$48,797.10 Sales Tax \$0.00 TOTAL \$48,797.10

Remit to:Location #105EX7865-95
MANHATTAN WEST CONDOSThyssenKrupp Elevator2455 E PARLEYS WAY SUITE 110Invoice #2455 E PARLEYS WAY SUITE 110Invoice #914826SALT LAKE CITY, UT 84109
Phone: (888)844-5438 Fax: (801) 487-6178Amount\$48,797.10Paid.\$48,797.10

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR REMITTANCE.

CAMCO-MW 00099

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APCO-TR-EX0218-0055

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Sep. 02 2008 01:59PM P2

APPLICATION AND CERTIFICATE FOR PAYMENT	DOCUM	ENT G702 (INSTRUCT		
TO CONTRACTOR P. BUCHELE, INC.	ROJECT : The West M Conid out in	ANHA HAN WMS Rocky HILL	APPLICATION NO: PERIOD: 4447- 40	LIOWNER
P.0. BOX 570025	and the second	inch fill i	PROJECT NOR: 1	D. CONTRACTOR
FROM CONTRACTOR: LAS VEGAS, NEVADA 89157-0025 V	AARCHITECT.	-	CONTRACT DATE:	
CONTRACT FOR: #/68-36 Phase 1				
CONTRACTOR'S APPLICATION FOR PAYMENT	•	-		the Contractor's knowledge , Inter-
Application is made for sayment, as shown below, in connection with the Contra Continuation streat. ALA Document G703 is allached.	·	in accordance with the Cor Contractor for Work for whi	dract Doceanaria, that all ar oh previous Cartification for I	for Payment has been completed nounce have been pold by the Paymonic ware issued and pay-
1. ORIGINAL CONTRACT BUN		ments applied from the O	wher, and that ourient poyo	iert showa herein iš now due.
2. Net obsige by Change Orders		CONTRACTOR:		
3. CONTRACT BUM TO DATE (Line 1 +1-2)		By	**************************************	Date:
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	143,500-	State of: NEVADA County of: CLARK Bubscribed and swon		-
5. RETAINAGE a. 10 % of completed work § 14,350 - (Columns D + E on 3703)	* ***	ma this day of	, 2008,	
b. 10 % of Stored Malerial \$		Notary Public:	2	
Totel Retainage (The Sa Sb or ictel in column) on G703)	14,350-	My Commission expir	88;	ayugu 1634 a ayugu 1665 yilan dalamada dalamaya ayugu ay
6. TOTAL BARNED LESS RETAINAGE	129,150-	ARCHITECT'S CI	ertificate for	PAYMENT
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 8 form prior Certificates)	7,650-	comprising this application	, the Architect centilles to be poordence with the Contract	; on-sile observaillon and dele a Caner that to the best of the Doctamenta, and the Contractor
9, CURRENT PAYMENT DUE	2,500,00			
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 loss Line 8) 5 133,750-	۔ میر	AMOUNT CERTIFIE		
CHANGE ORDER SUMMARY DESUITIONS DEDUCTIONS TOTAL CHARGES APPROVED IN PREVIOUS MONTHS BY OWNER Total apparved the Month	• • •		ation and on the Continue	n the amount applied lor, initiat Mon also i that are changed to Date;
TOTALS 0 D NET CHANGES by change arder	· · · · · · · · · · · · · · · · · · ·	This Certificate is not ne tractor nemod horain, is	goliakia. The uncent act suance, payment and acc I the Owner or Contractor	illien is payable to fine con- septance of payment are without under this Contract.

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	ITINUATION SHEE cument G702, APPLICATION ing Contractor's signed certific	AND CERTIFICAT			T G703 			PAGE 1 OF 1 P. Project: 168 - Billing No: 2	36
bul	aligne below, amounts are sta lumn i on contracts where vari	ted to the nearest	dollar.					Date: Aug 19,	48
~~	В	C	D.	. E	F	G	1	Н	
M).	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK C FROM PREVIOUS APPLICATIONS (D + E)	OMPLETED	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% {G/C}	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
	DEMOLITOON LOORK GRADING WORK	29,900 - 233,000 -	\$ 8,500 -	\$ 20,000		\$ 20,000-	#DIV/01 #DIV/01 #DIV/01	s. 7,900 s.109,500-	\$ 2,000- \$ 12,350-
•		-	\$ - \$ - \$ -			\$ - \$ - \$ -	#DIV/01 #DIV/01 #DIV/01 #DIV/01	\$ \$ \$	\$ \$ \$
) 0 1 2		· •	\$ \$ - - - - -	\$ \$ \$ \$ *		5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	#DIV/01 #DIV/01 #DIV/01 #DIV/01	\$ \$ \$ \$ \$	\$ \$ \$ \$ \$ \$ \$
2 3 4 5 6			9 5	\$ - \$ - \$ -		> - \$ - \$ -	#DIV/01 #DIV/01 #DIV/01 #DIV/01	\$- \$- \$- \$-	\$ - \$ - \$ -
7 8 9 0									
1 2 3	· · · ·								
2									
		26:2:900	\$ 8,500 -	\$135,000-	\$	\$143,500-	#DIV/01	\$119,400-	help

BUCHELE, INC. PO. BOX 570025 LAS VEGAS, NEVADA 89157-0025

JA002882

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APCO-TR-EX0218-0057

FROM : 494499 MM OSWED

PHONE NO.

Sep. 02 2008 02:00PM P3

· .
BUCHELE INC.
P.O. Box 570025
Las Vegas, Nv. 89157-0025
Ph. 702 656-5383
Fax 656-4665

Nv.Lic. #46797

(SBE,NBE)

Date: Aug. 18,08

TO: Apeo Construction Inc. Fax 736-3820 734-0396

Re: Billing for Manhattan West Project,

1. Demolition of asphalt on Russell rd. & Rocky Hill rd.

2. Rough Grading of Russell rd. & Rocky Hill rd. Supply and place type II on Russell rd. & Rocky Hill rd.

Total this billing: \$135,000.00 \$20,000.00

\$115,000.00

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05 5008 05:01PM P4 ,qa2 CAMCO-MW 00102

JA002883

PHONE NO.

APCO-TR-EX0218-0058

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BUCH	ELE	Π	VC.

Nv.Lic. #46797

P.O. Box 570025 Las Vegas, Nv. 89157-0025 Ph. 702 656-5383 Fax 656-4665

(SBE,NBE)

Date: Sept. 2,08

TO: Camco Pacific

Fax. 798-6655

Attn: Yvonne Farren,

Pay application no. 2, submitted to Apco & Gemstone. Dated Aug. 18, 08 period.

3 pages

Tom Buchele, Cell # 497-2136

CAMCO-MW 00103 : WONS

PHONE NO. : 00000 0000000

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APPLICATI	ON AND CERTIFICATE FOR PAYMENT		AIA DOCUM	IENT G702	PAGE ONE OF 1 PAGES 1
TO OWNER:	APCO CONSTRUCTION COMPANY 3432 NORTH 5TH STREET NO. LAS VEGAS, NEVADA 89032	PROJECT:	MANHATTAN WEST BUILDING #7 WEST RUSSELL ROAD & ROCKY HILL STREET	APPLICATION NUMBER: PERIOD TO: PROJECT NOS:	4 Distribution to: 08/25/08 OWNER ARCHITECT CONTRACTOR
CONTRACTOR:	ACCURACY GLASS & MIRROR CO., INC. 5145 SCHRLLS LAS VEGAS, NEVADA 89118	ARCHITECT:		CONTRACT DATE:	

CONTRACTORS APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	-****************	\$5,100,000.00
2. Net change by Change Orders		\$1,101,561.00
3. CONTRACT SUM TO DATE (Line 1 + 2)		\$6,201,561.00
4. TOTAL COMPLETE & STORED TO DATE (Column G on G703)		\$2,876,708.00
5. RETAINAGE a10% of Completed Work (Columns D + E on G703)	\$287,670.80	•
b10% of Stored Material (Columns F on G703)		
Total Refainage (Line 5a + 5b or _ Total in Column I of G703)		\$287,670.80
6. TOTAL EARNED LESS RETAINAGE		\$2,689,037.20
7. LESS PREVIOUS CERTIFICATES FOR PA (Line 6 from prior Carlificate)		\$857,250.00
8. CURRENT PAYMENT DUE		\$1,731,787.20
 BALANCE TO FINISH, INCLUDING RETAI (Line 3 less Line 6) 	NAGE \$3,612,523.80	<u>1</u>
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved In	1101561.00	
previous months by Owner		
Total approved this Month		
TOTALS	1101561.00	0
NET CHANGE by Change Order		

The undesigned 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 Document that all amounts have been paid by the Contractor for Work for which previous Certificates of Payment were issued and payments recieved from the Owner, and that current payment herein is now due.

CONTRACTOR: 08/25/08 Date: Notary Public - State of Nevada State of: NEVADA County of Clark CLARK County of: NICHOLAS E. LAMEK JR. Subscribed and sworn to before Appeintment Expires day of AUGUST 2008 me this 25TH April 20, 2009 No: 93-058 lifes aln Notary Public 04/20/09 My commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is certified to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED

(attach explanation if amount carbinad differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount cartiliad,

ARCHITECT:

BY:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Date:

	· · · · · · · · · · · · · · · · · · ·		ACCURACY GI	ASS & MIRR	OR CO., INC	Э.	1		
	JATION SHEET			AIA DOCUMEN	IT G703			PAGE 1 OF 1 P	AGES
	IL G702, APPLICATION AND CERTIFICATE FOR PAYM	ENT				APPLICATION N	0.	4	
	intractors signed Certification, is attached					APPLICATION D	ATE	08/25/08	
In tabulations	below, amounts are stated to the nearest dollar.					PERIOD TO		08/26/08	
Use Column 1	1 on Contracts where variable retainage for line items ma	y apply.				PROJECT		MANHATTAN Y	ÆST
						REFERENCE		BUILDING #7	
A	8	C	Q	E	F	G	[Н	l
		WORK COA	PLETED		MATERIALS	TOTAL	i	BALANCE	RETAINAGE
ITEM	DESCRIPTION	SCHEDULED	PREVIOUS	THIS PERIOD	STORED	COMPLETED	SK .	TO FINISH	10%
NO,		VALUES	APPLICATIONS		NOT IN D/E	AND STORED	(G /C)	(C-G)	
1	MOBILIZATION	73500.00		1 1		73600.00	100.00		7350.00
2	SHOP DRAWINGS	6500.00	6500.00	(100000000	6500.00	100.00		
3	STOREFRONT MEATL / DOORS	1784806,00	425000.00		1359608.00	1784808.00	100.00		178460.80
4	GLASS	741000.00	1000.03	<i>i</i> 1	434600.00	444600,00	60.00 100.00	1	44460.00 1 4 500.00
5	STEEL CLIPS	510000.00	145000.00]	0.00	0.00		
ם ד	HANDRAILS	375000.00				0.00	0.00	1	0.00
۲ ع	EQUIPMENT RENTAL	225000.00	12500.00	30000.00		42500.00	18,89		
2	MISC SUPPLIES	36392.00	10000.00	1	-	10000.00	27.48		
10	LABOR	1203000.00	4			120000.00	9.96		
	CHANGE ORDERS								
11	CHANGE ORDER #1	1101561.00	260609.00			250000.00	22.70	851661.00	26000.00
	Totais	6201561.00	952500.00	130000.00	-1784208.00	2876708.00		3324853.00	287670.80

APCO-TR-EX0218-0061

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APCO-3120X3-9T-009A

CAMCO-MW 00106

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name:	MANHATTAN WEST - BUILDING #7	
Property Location:	WEST RUSSELL ROAD & ROCKY HILL STREET	
Undersigned's Customer:	APCO CONSTRUCTION CO.	· · · ·
Invoice/Payment Application Number:	CONTRACT BILLING #4	
Peyment Amount:	\$1,731,787.20	
Payment Period:	08/25/08	

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 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 or invoiced after the Payment Period. Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from the progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work equipment that are the subject of this waiver of lein.

Dated: AUGUST 25, 2008

Y GLASS & MIRROB INC NICHOLAS E.

CONTROLLER

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人 一一一一一一一一一一一一一一一一一一一一一一一一一一一一一一一一一一一一	Accuracy Glass & Mirror
	, and any gassigura out
Willest	5145 Schirlls . Las Vegas, NV 89118

ziannia a criaciear io Lynn 8/29/08

MYOICE 56996

INVOICE DATE:

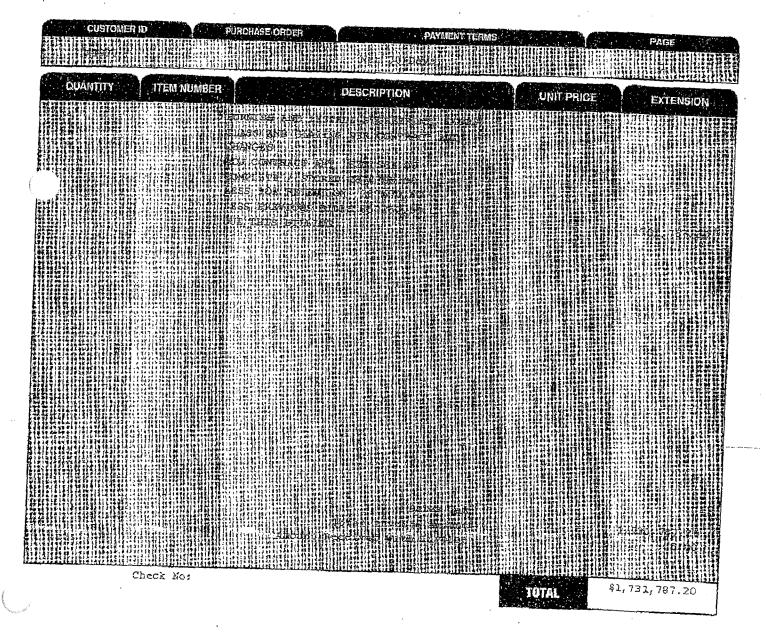
Jul 23, 2008

LIC. 29964

(702) 252-8848 • Fax 252-7354

SOLD TO:	AFCO CONSTRUCTION CO. 3432 NORTH 5TH STREET	
,	NO. LAS VEGAS, NV 89032	

Voice: Fax: Ship To: MANHATTAN WEST - BUILDING #7 WEST RUSSELL & ROCKY HILL ST CONTRACT BILLING #3





Apeo Construction 3432 N. 5th Street North Las Vegas, Nv. 89032 Atta: Shawn Bowne

INVOICE # 16713-011R1

CUSTOMER # 1611

794. 80/. 603

793-

INVOICE DATE: 20-Aug-08 PERIOD THRU: \$/31/2008 OUR JOB NO.: 16713 JOB NAME: Manhattan West

YOUR JOB NO .:

ORIGINAL CONTRACT		13,230,000.00			
CHANGE ORDER THROUGH #	•	394,837.00			
CONTRACT AMOUNT TO DATE		13,624,837.00			
GROSS BILLING 3	8%	5,140,207.11			
PREVIOUSLY BILLED	· ·	4,768,307.11			
GROSS CURRENT PERIOD		371,900.00 \			
RETENTION	10%	, 37,190.00	•	Se to	
NET AMOUNT DUE THIS PERIOD		334,710.00	•	5 (F	ж
OUTSTANDING FROM PRIOR PERIOD	Inv #16713-010R2	510,255.00			
				N B	yrsei i - yr - a w
TOTAL AMOUNT DUE		844,965	· ~ X	J. J.	
	· · ·		30	1 22	
Ρυτητικί lo B&P code section 7108.5 a setting of 2% per math of the amount of progress phyticans from owner,	l DWOG, Dies Blicency's feas if schuleed	for collection, shall be recessed to this	avoico for payments not received within	To etype receips	The second secon
			· · · · · · · · · · · · · · · · · · ·	300	
3078 AE, Sunset Ro		120 Tel (702) 732-1188 F s Lisense #0053810	ax (702) 732-4386		ינע אלאקריד קרוער לאינע (דערך איינט אנונט אנ
•			CAMCO-	MW 00108	Artune (we wrong A brog 64
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	ATION AND CERTIFIC	ATE FOR	PAYMENT	AIA DOCUMENT G702 Page 1 of 2
(Owner):	Apco Construction 3432 N. 5th Street North Las Vegas, Nv. 89032 Attn: Shawn Bowne	PROJECT:	Manhattan Condominiums 30 E. Serene Las Vegas, NV 89123	APPLICATION NUMBER: 16713-011R1 Distribution to: PERIOD TO: 8/31/2008 OWNER PROJECT NOS ARCHITECT CONTRACTOR
OM : ontractor)	Helix Electric 3078 E. Sunset Rd., Ste#9 Las Vegas, NV 89120 R:	VIA (ARCHITECT)	i.	PROJECT NOS ARCHITECT CONTRACTOR O O O O O O O O O O O O O O O O O O
ONTR	ACTOR'S APPLICATIO	N FOR PA	YMENT	The undersigned Contractor certifies that to the best of the Contractor's knowledge, Infor-
ntinuation Sh PARTIAL Net chang CONTRAC TOTAL C	de for Payment, as shown below, in connection eet, AIA Document G703, is attached. CONTRACT SUM ge by Change Orders CT SUM TO DATE (Line 1+2). OMPLETED & STORED TO DATE	n with the Contract.	\$ 13,230,000.00 394,837.00 \$ 13,624,837.00 \$ 5,140,207.11	mation 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 pay- ments received from the Owner, and that current payment shown herein is now due. CONTRACTOR: By; Date: 8/20/08 Robert D Johnson, Vice President
(Column b. 10% of S (Colum Total Re	GE: Completed Work 1 D + E on G703) Stored Material In F on G703) tainage (Line 5a + 5b or	\$ 514,020.71 _\$		County Of: CLARK Subscribed and sworn to before me this 20th day of August, 2008 Multiple Market
TOTAL E	n Column I of G703) ARNED LESS RETAINAGE		\$ 514,020,71 \$ 4,626,186.40	My Commission expires: 1/9/2010 ARCHITECT'S CERTIFICATE FOR PAYMENT
LESS PR	s Line 5 Total) EVIOUS CERTIFICATES FOR PAYN n prior Certificate)	IENT	\$ 4,291,476.40	In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect cartified to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as
BALANC {Line 3 less			\$ 334,710.00 \$ 8,998,650.60	indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED. \$334,710.00
tal Changes vious month	E ORDER SUMMARY ADDITIONS approved in his by Owner This Month	DEDUCTIONS		(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the emount certified.) ARCHITECT:

tab	Document G702, APPLICATION J actor's signed Certification is atta ulations below, amounts are stat Column 1 on Contracts where var	ached, ed to the near	est dollar:			APPLICATION N APPLICATION PER CHITECT'S PROJE	N DATE: IOD TO:	16713 8/20/2008 8/31/2008	-011R1
٩	В	С	D	E	F	G	T	1	
			WORKCO	MPLETED					
em D.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	This period	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE.
	ELECTRICAL ENGINEERING	165,000,00	83,700.00			83 700 00	EAR	1	
2	MOBILIZATION	60,000.00	60,000.00		}	83,700.00	54%	71,300.00	8,370.00
	Office Trailer/Admin. 24 months	120,000.00	55,000,00	5,000,00]	50,000.00	100%	-	6,000.00
	Project Engineer, CAD, Project Assistant	75,000.00	59,876.00	7,500,00	r I	60,000.00	50%	60,000,00	6,000.00
	Electrical Permits	65,000,00	40,000.00	1,000,00		67,375.00	90%	. 7,625,00	6,737.50
	Submittals	10,000,00	10,000.00			40,000,00	62%	25,000,00	4,000-00
.	Supervision/Planning/Coordination	120,000.00	96,250.00	12,000.00		10,000.00	100%		1,000.00
5	BUILDING #1-TYPE V (52 units)	122,000,00	90'40A'n0	141000.00		108,250.00	90%	11,750.00	10,826.00
	Light Fixture Package	76,000.00		4.1		•		76,000.00	-
0	Distribution Package	70,000.00		4. 1				70,000,00	•
1	Low Voltage Systems (FA, CCTV, CA, etc.	40,000.00	1 +	•				40,000,00	۰.
2	Underslab Branch Conduit & Wire	67,000.00	· •					57,000.00	
3	Garage & 1st floor deck-conduit/wire	275,000.00			· .	_	(276,000,00	•
4	1st Floor Rough Walls/Ceilings	65,000.00	-			-	.	65,000,00	
5	1st Floor Device and Fixture Trim	10,000.00	-					10,000.00	•
8	2nd Floor Rough Walls/Ceilings	65,000.00	· · · ·					55,000.00	-
7	2nd Floor Device and Fixture Trun	10,000.00	: -				ł	10,000.00	
8	3rd Floor Rough Walls/Cealings	65,000.00	-			•		65,000.00	-
9	3rd Floor Device and Fixture Trim	10,000.00	- · · -		1	-		10,000.00	-
a	4th Floor Rough Walls/Ceilings	65,000.00	-				[65,000.00	-
1	4th Floor Device and Fixture Trim	10,000.00	-			-		10,000,00	-
2	BUILDING #2-TYPE II		-						-
3	Light Fixture Package	65,500.00	58,950.00			56,950.00	90%	6,550.00	5,895.00
4	Distribution Package	25,000.00	22,500.00	2,600.00		25,000,00	100%		2,580.00
5	Low Voltage Systems (FA, CCTV, CA, etc.)	50,000.00	37,500.00	2,500,00~	ſ.	40,000.00	80%	10,000.00	4,000.00
	2nd Sublevel Garage UG and Deck	200,000.00	190,000.00			190,000.00	95%	10,000.00	19,000.00
7	1st Sublevel Garage and Deck	255,000.00	242,500.00]	242,500,00	85%	12,600.00	24,250,00
8	1st Floor Rough and Trim	25,000.00	17,500.00	5,000,00		22,500,00	90%	2,500.00	24,250.00
9	2nd Floor Rough and Trim	25,000.00	17,500.00	5,000.00		22,500.00	90%	2,500.00	2,250.00
0	3rd Floor Rough and Trim	25,000.00	17,500,00	5,000.00		22,500.00	90%	2,500,00	2,250.00
1	4th Floor Rough and Trim	25,000.00	17,500.00	5,000.00		22,600.0D	90%	2,500.00	2,250.00
2	Roof Plan	2,500.00	·			-	}	2,500.00	
4	BUILDING #3-TYPE IC		1 -			- 1	. 1	-	-
4 6	Light Fixture Package Distribution Package	65,500.00	58,950,00			58,950,00	90%	6,550.00	5,895.00
6	Low Voltage Systems (FA, CCTV, CA, etc.)	25,000.00	22,500,00			22,600,00	90%	2,500.00	2,250.00
7	2nd Sublevel Garage UG and Deck	50,000.00	20,000.00	5,000.00		25,000.00	50%	25,000.00	2,500.00
8	1st Sublevel Garage and Deck	200,000.00	190,000,00		[190,000.00	95%	10,000.00	19,000,00
9	1st Floor Rough and Trim	255,000.00	242,500,00			242,500,00	95%	12,500.00	24,250,00
o I	2nd Floor Rough and Trim	25,000,00	5,000.00	5,000.00		10,000.00	40%	15,000.00	1,000.00
	3rd Floor Rough and Trin	25,000.00	5,000.00	5,000.00		19,000.00	40%	15,000.00	1,000.00
2	Ath Floor Rough and Trim	25,000,00	5,000,00	5,000.00		10,000.00	40%	15,000.00	1,000.00
3	Roof Pian	25,000.00	5,000.00	5,000,00		10,000.00	40%	15,000.00	1,000.00
4	BUILDING #4-TYPE V (52 units)	2,500.00	-			-		2,500.00	
7					(-	1	i - (-
5	Light Fixture Package	76,000.00							

APCO-TR-EX0218-0066

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<u>A</u>	В	<u>C</u>	D	E	F	Ģ		H	1
	1		WORK CC	MPLETED					
	(MATERIALS	TOTAL			
ΈM	DESCRIPTION OF WORK	SCHEDULED	FROM PREVIOUS		PRESENTLY	COMPLETED AND	%	BALANCE	
NO.		VALUE	APPLICATION	THIS PERIOD	STORED (NOT	STORED TO DATE	(G/C)	TO FINISH	RETAINAGE
			(D+E)		IN D OR E)	(D+E+F)	10101	(C - G)	
46	Distribution Package	70,000.00							
47	Low Voltage Systems (FA, CCTV, CA, etc	40,000.00	-			-		70,000,00	-
48		-	{ - }				1	40,000,00	-
	Underslab Branch Conduit & Wire	67,000.00	-			-		67,000,00	-
49.	Garage & 1st floor deck-conduit/wire	275,000.00	-			-		275,000.00	-
60	let Floor Rough Walls/Ceilings	65,000.00	-					65,000.00	
51	1st Floor Device and Fixture Trim	10,000.00	-		1	-		10,000.00	
52	2nd Floor Rough Walls/Ceilings	66,000,00	_ · }			-		65,000.00	-
53	2nd Floor Device and Fixage Trim	10,000.00	-			_		10,000,00	-
54	3rd Floor Rough Walls/Ceilings	65,000.00				-			-
	3rd Floor Davice and Fixaire Trim	10,000.00			1	-	1	65,000.00	-
55	4th Floor Rough Walls/Ceilings	65,000.00				-)	4	10,000.00	-
67	4th Floor Device and Fixture Trim	10,000.00				-		65,000.00	~
68	BUILDING #5-TYPE I (76 units)	10,000,00	· · ·			-		10,000.00	-
59	Light Fixture Package	100 000 20	- {] [- (. (-	-
	• •	106,000.00) - (ļ	-	[105,000,00	-
	Distribution Package	83,000,00	-			-	}	83,000.00	-
61	Low Voltage Systems (FA, CCTV, CA, etc.	50,000.00	-)	•. •		-	}	50,000.00	-
62	Underslab Branch Conduit & Wire	85,000,00	-			-	1	85,000.00	-
63	Garage & l'at floor deck-conduis/wire	400,000,00	-			_	1	400,000.00	
64	1st Floor Rough Walls/Ceilings	75,000.00	-			_	Į	75,000.00	
65	1st Floor Device and Fixture Trim	10,000.00	_ }			-	1	1 7 1	-
66	2nd Floor Rough Walls/Ceilings	75,000.00				•	1	10,000.00	-
	2nd Floor Device and Fixture Trim	10,000.00				-	1	75,000.00	-
	3rd Floor Rough Walls/Cailings	75,000.00	-					10,000.00	-
	3rd Floor Device and Fixture Trim		-			-		75,000.00	-
70	4th Floor Rough Walls/Coilings	10,000.00	-			-	1	10,000,00	•
71		75,000.00				-	1	75,000.00	+
	4th Floor Device and Fixmre Trim	10,000.00	-		Í	-	1	10,000,00	-
72	BUILDING #6-TYPE I (76 units)		-		[- [. 1	- 1	*
73	Light Fixture Package	106,000.00	-			-	[106,000.00	-
	Distribution Package	83,000.00)	_ 1	.)	83,000.00	
	Low Voltage Systems (FA, CCTV, CA, etc	50,000.00	-	,		-		50,000,00	
76	Underslab Branch Conduit & Wire	85,000.00	-			_)	Į	85,000.00	-
77	Garage & 1st floor deck-conduit/wire	400,000.00	- 1			_		400,000,00	
78	1st Floor Rough Walls/Coilings	75,000.00	-			_	}		-
79	1st Floor Device and Fixture Trim	10,000.00				-	1	75,000.00	-
80	2nd Floor Rough Walls/Ceilings	75,000.00				-	1	10,000,00	-
81	2nd Floor Device and Fixture Trim	10,000.00				-		75,000.00	-
	3rd Floor Rough Walls/Ceilings	75,000.00	-			-	1	10,000.00	-
83	3rd Floor Device and Fixture Trim		-		(/	-		75,000.00	-
84	4th Floor Rough Walls/Collings	10,000.00			1	-	l	10,000.00	-
85		75,000,00	- 1		(l	-	ſ	75,000.00	-
86	th Floor Davies and Fixture Trim	10,000.00	-		[-	(10,000.00	-
	BUILDING #7-TYPE III (76 units)	1 1 1 1 1 1	- (-	[-	-
	Light Fixing Package	141,000.00	92,250.00			92,250.00	65%	48,750.00	9,225.0
	Distribution Package	225,000,00	158,000.00	34,000.00		192,000.00	85%	33,000.00	19,200.0
	Low Voltage Systems (FA, CCTV, CA, etc	50,000,00	10,000.00	10,000.00		20,000.00	40%	30,000.00	2,000,0
90	Generator	100,000.00	95,000.00			95,000.00	95%	5,000.00	9,500,0
\$1	Underslab Branch Conduit & Wire	68,000,00	64,500.00			64,500.00	95%	· · · ·	, .
92	Garage & 1st floor deck-conduit/wire	330,000.00	313,500.00				}	3,500.00	6,450,0
93	1st Floor Rough Deck/Walls/Ceilings	95,500.00	47,750,00			313,500.00	95%	15,500.00	31,350.0
94	Ist Floor Device and Fixture Trim	10,000.00				47,760.00	-50%	47,750,00	4,775.0
95	2nd Floor Rough Deck/Walls/Ceilings	95,500,00	76,750.00	A 500 00				10,000.00	-
	2nd Floor Davice and Fixture Trim	10,000.00	10,100,00	4,600.00		81,250.00	85%	14,250.00	8,125.0
	3rd Floor Rough Deck/Walls/Ceilings		75 750 -0	1 000		-	1	10,000,00	-
	and the second s	95,500,00	76,750.00	A 100.00		81,250.00	85%	14,250.00	8,125.0

APCO-TR-EX0218-0067

Α	В	C	D	E	F	G	7		· · · · ·
				MPLETED	·			<u> </u>	<u> </u>
TEM NO.	DESCRIPTION OF WORK	Schedyled Value	FROM PREVIOUS APPLICATION (Q + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			1+		in a one)	(DTETE)			
96	3rd Floor Device and Fixture Trim	10,000.00	· · ·					10,000.00	
99	4th Floor Rough Deck/Walls/Ceilings	95,500.00	66,850.00	14,400,00		81,250.00	85%	14,260.00	8,125.00
100	4th Fluor Device and Fixinge Trim	10,000.00		•		-		10,000.00	0,120,00
101	5th Floor Rough Deck/Walls/Ceilings	95,500,00	47,750.00	33,500.00		81,250.00	85%	14,250.00	8,125,00
102	5th Floor Davice and Fixture Trim	10,000,00		•	i 1			10,000.00	0,120,00
103	6th Floor Rough Deck/Walls/Ceilings	95,500.00	47,750.00			47,750.00	50%	47,750.00	4,775.00
104	6th Floor Device and Fixture Trim	10,000.00				-		10,000.00	-1114,04
105	7th Floor Rough Deck/Walls/Ceilings	95,500.00	47,750.00			47,750.00	50%	47,750.00	4,775.00
106	7th Floor Device and Fixture Trin	10,000.00	-	-	[-		10,000.00	
	8th Floor Rough Deck/Walls/Ceilings	95,500.00	29,000.00	18,750.00		47,750.00	50%	47,750.00	4,775.00
	Bth Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
	9th Floor Rough Deck/Walls/Ceilings	95,500.00	29,000.00	18,750.00		47,750.00	50%	47,750.00	4,775.00
	9th Floor Device and Fixture Trim	5,000.00	-			-	}	5,000.00	-
111	BUILDING #8-TYPE I (76 units)		-			-		- 1	-
	Light Fixture Package	108,000.00	84,500,00	11,000,00		95,500.00	90%	10,500.00	9,550,00
113	Disatibutilon Package	83,000.00	78,500.00			78,500.00	95%	4,500.00	7,650,00
114	Low Voltage Systems (FA, CCTV, CA, etc. Underslab Branch Conduit & Wire	50,000.00	35,000.00	10,000,00		45,000.00	90%	5,000.00	4,500.00
115 116		86,000.00	76,500,00			76,500.00	90%	8,500,00	7,650.00
117	Garage & 1st floor deck-conduit/wire 1st Floor Rough Walls/Ceilings	400,000,00	380,000,00			380,000.00	85%	20,000.00	38,000.00
118	Ist Floor Davice and Fixture Trim	75,000.00	71,250.00			71,250.00	95%	3,750.00	7,125.00
119	2nd Floor Rough Walls/Ceilings	10,000.00 75,000,00	71 050 00					10,000.00	-
120	2nd Floor Device and Fixture Trim	10,000.00	71,250.00			71,250.00	95%	3,750,00	7,125.00
121	3rd Floor Rough Walls/Ceilings	75,000,00	67,750,00	3,500.00		71 050 00	OCN	10,000.00	•. ••• • • • • • •
122	3rd Floor Device and Fixture Trim	10,000.00	01,100,00	2,200,00		71,250.00	95%	3,750.00	7,125.00
123	4th Floor Rough Walis/Cuilings	75,000.00	87,750.00	3,500,00		71,250.00	95%	10,000.00 3,750.00	7 400 00
124	4th Floor Dovice and Fixture Trim	10,000.00		0,000,000		1,200,00	2010	10,000,00	7,125.00
125	BUILDING #9-TYPE I (76 units)		-			-	Į	10,000,00	-
128	Light Fixture Package	106,000.00	84,500.00	11,000,00		95,500.00	90%	10,500.00	-
127	Distributiion Package	83,000,00	79,000.00			79,000.00	95%	4,000.00	9,550.00 7,900.00
128	Low Voltage Systems (FA, CCTV, CA, etc	50,000.00	35,000.00	10,000.00		45,000.00	90%	5,000.00	4,500.00
129	Underslab Branch Conduit & Wire	85,000.00	76,500.00			76,500,00	90%	8,500.00	7,850,00
130	Garage & 1st floor deck-conduit/wire	400,000.00	\$80,000.00] .]	380,000.00	95%	20,000,00	38,000.00
131	1st Floor Rough Walls/Ceilings	75,000_00	71,250.00			71,250,00	95%	3,750.00	7,125.00
132	1st Floor Device and Fixture Trim	10,000.00	-			-		10,000,00	-
	2nd Floor Rough Walls/Ceilings	75,000,00	71,250.00			71,250.00	95%	3,750.00	7,125.00
134	2nd Floor Device and Fixture Trim	10,000.00	-			-	-	10,000,00	-
135 136	3rd Floor Rough Walls/Ceilings	75,000.00	67,750.00	3,600.00		71,250.00	95%	3,750,00	7,125.00
137	3rd Floor Device and Fixture Trim 4th Floor Rough Walls/Ceilings	10,000.00	-			-)	10,000,00	-
136	4th Floor Device and Fixture Trim	75,000.00	67,750.00	3,500.00		71,250,00	95%	3,750.00	7,125.00
139	BUILDING #10-TYPE 1 (76 units)	10,000.00	-			- 1		10,000,00	-
	Light Fixture Feekage	106,000.00				-		-	-
	Distribution Package	83,000.00	-			-		105,000.00	-
	Low Voltage Systems (FA, CCTV, CA, etc	50,000.00	_			-		83,000.00	-
143	Underslab Branch Conduit & Wire	85,000.00	-			•)	50,000.00	•
144	Garage & 1st floor deck-conduit/wire	400,000.00	-		1			85,000.00	-
145	1st Floor Rough Walls/Ceilings	75,000.00	-			_		400,000.00 75,000.00	-
148	1st Floor Device and Fixture Trim	10,000.00				_		10,000.00	-
147	2nd Floor Rough Walls/Ceilings	75,000.00						75,000,00	-
148	2nd Floor Device and Fixture Trim	10,000,00	-		Į I	-	1	10,000.00	-
149	3rd Floor Rough Walls/Ceilings	75,000.00			1	-]	75,000.00	-

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APCO-TR-EX0218-0068

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	4	<u> </u>	D MORK CC	<u>E</u> DMPLETED	F	G		Н	I
TEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISM (C - G)	RETAINAGE
150	3rd Floor Device and Fixture Trim	10,000.00			1			10,000,00	
	4th Floor Rough Walls/Ceilings	75,000.00	-		(_	1	75,000.00	-
	4th Floor Device and Fixture Trim	10,000.00	-					10,000,00	-
53	BUILDING #11-TYPE I (76 units)		-			-		-	-
	Light Fixture Package	105,000.00	-			-		106,000.00	-
	Distribution Package Low Voltage Systems (FA, CCTV, CA, etc.	83,000.00	-			-		83,000.00	-
	Underslab Branch Conduit & Wire	50,000.00 85,000.00	-		Í	-		50,000,00	-
	Garage & 1st floor deck-conduit/wire	400,000.00	-		!	-		85,000,00	-
	Ist Floor Rough Walls/Collings	75,000.00	-			-	ł	400,000,00	-
	1st Floor Device and Fixnure Trim	10,000.00	-		}	_	ł	75,000.00	-
	2nd Floor Rough Walls/Coilings	75,000.00	b er			-		75,000.00	-
	2nd Floor Device and Fixture Trim	10,000.00	-		[]	- 1	1	10,000.00	-
	3rd Floor Rough Walls/Ceilings 3rd Floor Device and Fixture Trim	75,000,00	-		1	-	1	76,000.00	-
	4th Floor Rough Walls/Ceilings	10,000.00 75,000,00	-			-		10,000.00	-
66	4th Floor Device and Fixture Trim	10,000.00	-			-		75,000,00 10,000.00	
87	BUILDING #12-TYPE 1V (66 units)		-			-			
	Light Fixture Package Distribution Package	96,000.00 77,500,00	-			-	1	96,000.00	-
ra	Low Voltage Systems (FA, CCTV, CA, etc.	45,000.00	ж ч			-		77,500.00 45,000.00	-
1	Underslah Branch Conduit & Wire	76,000.00	ч т					76,000.00	-
	Garage & 1st floor deck-conduit/wire 1st Floor Rough Walls/Ceilings	350,000,00	-			-		350,000.00	_
	1st Floor Device and Fixture Trim	70,000,00 10,000.00	-			-		70,000.00	-
5	2nd Floor Rough Walls/Ceilings	70,000.00	-		[]			10,000.00	-
	2nd Floor Device and Fixture Trim	10,008.00	-			-		10,000,00	-
	3rd Floor Rough Walls/Coilings 3rd Floor Device and Fixture Trim	70,000.00 10,000.00	-			-	}	70,000.00	-
ʻ9	4th Floor Rough Walls/Ceilings	70,000.00	-			-		10,000.00	-
	4th Floor Device and Fixture Trim	10.000.00	-] [_		10,000.00	-
11	SITE LIGHTING Furnish Landscape Lighting	257,000,00	-					-	-
	Furnish Courtyard Lighting	59,000,00			1	•		257,000,00 59,000,00	· -
	Furnish Sports Lighting	6,000,00	-			-	1	8,000.00	-
36 36	Furnish Paaking Lot Pole Lighting	64,000.00	-			-		64,000.00	-
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03 04		1	**			- ({		-
04 105			~			-		-	•
	Original Contract Totals	13,230,000,00	4,648,325.00	268 900.00		-		-	-

APCO-TR-EX0218-0069

APCO-TR-EX0218-0070

A	B	с	D	E	F				
			WORKCO	MPLETED	<u> </u>	G		H ·	<u> </u>
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G1C)	BALANCE TO FINISH (C - G)	RETAINAGE
	CHANGE ORDERS								
206	CO#1-Contract Adjustment (inc. above)	1			ļ	-		1 2	-
	CO#2-Apco Trailer Heckup	1,622.00	1,622.00	<u>_</u>		1,622,00	100%		162.20
206	CO#3-Options (volded change order #)		-					2	104.4
209	CO#4-Overtime B8 & B9	10,000.00	10,000.00	-		10,000.00	100%		1,000.00
210	CO#5-Delete Utility Stubs Phase I	(15,000.00)	(15,000,00)	_		(15,000.00)	100%		(1,500,04
211	CO#6-Delete Site Conduits-Phase 1 & II	(13,000.00)	(13,000.00)	-		(13,000,00)	100%		(1,300,00
	CO#7-Building #9 Options	54,543.00	25,281,96	13,500,000	111	39,781.96	73%	14,761,04	3,978.20
213	CO#8a-Building #8 Options	62,053.00	27,086.00	12,500.00	Con and a second s	39,596.00	64%	22,457.00	3,959,60
214	CO#8b-Additional B8 & B9 Options	53,756.00	33,866,40	6,000.00		39,866.40	74%	13,889.60	3,986.6
215	C2 Split Delia 5	53,756.00	-	26,000,00	~~/	26,009,00	48%	27,758,00	2,600.0
216	Delta 3 Changes	92,117.00	24,180.75	22,000.00	1	46,180.75	50%	45,936.25	4,618:0
217	Delta 5 Changes	\$4,990,00	24,935.00	23,000.00		47,935.00	50%	47,055.00	4,793:5
218			-	•	}	-			4,100,0
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230	Dolta 2 Changes \$354,780.00					-		-	-
231	Add Dampers Exhaust Fans \$69,900,00		}) -]	-	-
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233	}					-		_	-
234 235						-		· · · ·	-
235			1				{	-	-
236		1]	-		- 1	, -
2471	Total Change Orders	204 PPT 00	110 500			-		-	
	Total Revised Contract	394,837.00	119,982.11	103,000,00		222,982.11	56%	171,854.89	22,298.2
	THAT NEWSELL COLLAGE	13,624,837.00	4,768,307.11	371,900.00		5,140,207.11	38%	8,484,629.89	514,020,7

CAMCO-MW 00114

HELIX ELECTRIC

MATERIAL STORED BILLING STATUS

MANHATTAN WEST

PERIOD: Aug-08

president statements of a				
			MATERIAL REMOVED FROM	ACCUMULATIVE
HELIX	PREVIOUSLY		STORAGE &	TOTAL OF
LINE	BILLED MATERIAL	MATERIAL STORED	INSTALLED THIS	MATERIAL STORED
NUMBER	STORED	THIS PERIOD	PERIOD	TO DATE
23	\$ 26,000.00		\$ 26,000.00	\$ -
24	\$ 15,000.00		\$ 15,000.00	\$
34			\$ 25,000.00	
35			\$ 15,000.00	
87			\$ 48,250.00	
88			\$ 38,000.00	
· 93			\$ 20,000.00	
95			\$ 20,000.00	
97	\$ 20,000.00		\$ 20,000.00	- \$
99			\$ 20,000.00	\$
101			\$ 20,000.00	\$
103			\$ 20,000.00	
105	\$ 20,000.00		\$ 20,000.00	\$ -
107	\$ 20,000.00		\$ 20,000.00	\$
109	\$ 20,000.00		\$ 20,000.00	
112	\$ 39,500,00		\$ 39,500.00	\$ -
113	\$ 63,000.00		\$ 63,000.00	\$-
117	\$ 7,500.00		\$ 7,500.00	\$
119	\$ 7,500.00		\$ 7,500.00	\$
121	\$ 7,500.00		\$ 7,500.00	\$ •
123	\$ 7,500.00		\$ 7,500.00	\$ -
126	\$ 39,500.00		\$ 39,500.00	ş -
127	\$ 68,000,00		\$ 68,000.00	\$ -
131	\$ 7,500.00		\$ 7,500.00	\$ -
133	\$ 7,500.00		\$ 7,500.00	\$ -
135	\$ 7,500.00		\$ 7,500.00	\$ -
137	\$ 7,500.00	1	\$ 7,500.00	\$-
1				
[
TOTALS	\$ 618,250.00	7 	\$ 618,250.00	<u>e</u>
IVIALO	φ 010,200.00	Ψ	a 010,200,00	φ

CAMCO-MW 00115

JA002896

APCO-TR-EX0218-0071