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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Docket 77320 Document 2020-38038

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	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
	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

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	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:		
	Trial Exhibit 501 - Payment Summary	JA003339 – JA003732	55/56/57 /58/59/60
	Trial Exhibit 508 – Helix Pay Application	JA003733-JA003813	60/61

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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**
01-18-18	**Transcript – Bench Trial (Day 2)[2]**	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)[3]**	JA005624-JA005785	80
	Trial Exhibit 231 – Helix Electric's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint ***(Admitted)***	JA005786-JA005801	80
	Trial Exhibit 314 - Declaration of Victor Fuchs in support of Helix's Motion for Partial Summary Judgment against Gemstone ***(Admitted)***	JA005802-JA005804	80

[2] Filed January 31, 201879
[3] Filed January 31, 2018

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	Trial Exhibit 320 – June-August Billings—not paid to APCO ***(Admitted)***	JA005805	80
	Trial Exhibit 321 – Overpayments to Cabinetec ***(Admitted)***	JA005806-	80
	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)[4]**	**JA005820-JA005952**	81
03-08-18	**Letter to Judge Denton submitting Helix Electric of Nevada, LLC's (Proposed) Findings of Fact and Conclusions of Law**	**JA005953-JA005985**	**81**
03-08-18	**Letter to Judge Denton submitting APCO Construction, Inc.'s Proposed Findings of Fact and Conclusions of Law**	**JA005986-JA006058**	**8/821**
03-08-18	**APCO Construction Inc.'s Post-Trial Brief**	**JA006059-JA006124**	**82/83**
03-23-18	**APCO Opposition to Helix Electric of Nevada, LLC's Findings of Fact and Conclusions of Law**	**JA006125-JA006172**	**83/84**
03-23-18	**Helix Electric of Nevada, LLC's Responses to APCO Construction's Post-Trial Brief**	**JA006173-JA006193**	**84**
04-25-18	**Findings of Fact and Conclusions of Law and Order as the Claims of Helix Electric and Cabinetec Against APCO**	**JA006194-JA006264**	**84/85**

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05-08-18	**APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc**.	**JA006265-JA006284**	**85**
	Exhibit 1 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA006285-JA006356	85/86
	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
	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
	Exhibit 7A – Billing Entries	JA006412-JA006442	87/88

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	Exhibit 7B – Time Recap	JA006443-JA006474	88
	Exhibit 8 – Declaration of Cody S. Mounteer, Esq. in Support of Motion for Attorney's Fees and Costs	JA006475-JA006478	88
	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
05-08-18	**Helix Electric of Nevada, LLC's Motion to Retax Costs Re: Defendant APCO Construction's Memorandum of Costs and Disbursements**	**JA006509-JA006521**	**89**
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**
06-01-18	**Helix Electric of Nevada, LLC's Motion for Attorneys' Fees, Interest and Costs**	**JA006551-JA006563**	**90**
	Exhibit 1 – Findings of Fact and Conclusions of Law and Order as to the Claims of Helix Electric of Nevada, LLC Against Camco Pacific Construction, Inc.	JA006564-JA006574	90

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	Exhibit 2 – Memorandum of Costs and Disbursements (Helix Electric of Nevada, LLC)	JA006575-JA006580	90
	Exhibit 3 – Prime Interest Rate	JA006581-JA006601	90
	Exhibit 4 – Declaration of Eric B. Zimbelman in Support of Helix Electric of Nevada, LLC's Motion for Attorneys' Fees, Interest and Costs	JA006583-JA006588	90
	Exhibit 5 – Summary of Fees	JA006589-JA006614	90
06-15-18	**APCO Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.'s Motions to Retax Costs**	**JA006615-JA006637**	**90/9**1
	Exhibit 1-A Declaration of Mary Bacon in Support of APCO's Supplement to its Motion for Attorney's Fees	JA006635 JA006638	91
	Exhibit 1-B – Declaration of Cody Mounteer in Support of APCO's Supplement to its Motion for Attorney's Fees	JA006639-JA006916	91/92/93 94/95/96
06-15-18	**Helix Electric of Nevada, LLC's Opposition to APCO Construction's Motion for Attorneys' Fees and Costs**	**JA006917 – JA006942**	**96**
	Exhibit 1 – Notice of Entry of Staying the Case, Except for the Sale of the Property, Pending Resolution of the Petition before the Nevada Supreme Court	JA006943-JA006948	96

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	Exhibit 2 – Notice of Entry of Denying APCO Construction's Motion for Partial Summary Judgment Re: Lien Foreclosure Claims	JA006949-JA006954	96
	Exhibit 3 – Supreme Court filing notification Joint Petition for Writ of Mandamus filed	JA006955-JA006958	96
	Exhibit 4 – Order Denying *En Banc* Reconsideration	JA006959-JA006963	96
	Exhibit 5 – Notice of Entry of Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA006964-JA006978	96
	Exhibit 6A – Interstate Plumbing and Air Conditioning, LLC's Response to Special Master Questionnaire	JA006977-JA006980	96
	Exhibit 6B – Nevada Prefab Engineers, Inc.'s Response to Special Master Questionnaire	JA006981-JA006984	96
	Exhibit 6C – Zitting Brothers Construction, Inc.'s Response to Special Master Questionnaire	JA006985-JA006993	96/97
	Exhibit 6D – Noorda Sheet Metal's Notice of Compliance	JA006994 JA007001	97
	Exhibit 6 E – Unitah Investments, LLC's Special Master Questionnaire	JA007002-JA007005	97
	Exhibit 7A – Motion to Appoint Special Master	JA007006-JA007036	97
	Exhibit 7B – Letter from Floyd A. Hale dated August 2, 2016	JA007037-JA007060	97

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	Exhibit 7C – Special Master Report Regarding Remaining Parties to the Litigation, Special Master Recommendation and District Court Order Amended Case Agenda	JA007042-JA007046	97
	Exhibit 8 – Notice of Entry of Order Granting Plaintiff's Motion to Dismiss	JA007047 JA007053	97
	Exhibit 9 – Stipulation and Order for Dismissal with Prejudice	JA007054-JA007056	97
	Exhibit 10 – Stipulation and Order to Dismiss Third-Party Complaint of Interstate Plumbing & Air Conditioning, LLC Against APCO Construction, Inc. with Prejudice	JA007057-JA007059	97
	Exhibit 11 – Notice of Entry of Order Granting in Part and Denying in Part APCO Construction's Omnibus Motion *in Limine*	JA007060-JA007088	97
	Exhibit 12 – Notice of Entry of Order Granting in Part and Denying in Part Helix Electric of Nevada, LLC's Motion in Limine (against APCO Construction)	JA007070-JA007078	97
	Exhibit 13 – Notice of Entry of Order Denying APCO Constructions' Motion for Partial Summary Judgment Re: Lien Foreclosure Claims	JA007079-JA007084	97
	Exhibit 14 – Notice of Entry of Order Denying APCO Construction's Motion for Reconsideration of Order Granting Partial Summary	JA007085-JA007087	97

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	Judgment Precluding Defenses Based on Pay-if-Paid Agreements		
	Exhibit 15 – Notice of Association of Counsel	JA007088-JA007094	97
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**
06-15-18	**Declaration of S. Judy Hirahara in support of National Woods's Opposition to APCO Construction's Motion for Attorneys' Fees and Costs**	**JA007121-JA007189**	**98**
06-18-18	**Plaintiff in Intervention National Wood Products, Inc.'s Joinder to Helix Electric of Nevada, LLC's Opposition to APCO Construction's Motion for Attorneys' Fees and Costs**	**JA007190-JA007192**	**99**
06-21-18	**Helix Electric of Nevada, LLC's Notice of Non-Opposition to its Motion for Attorney's Fees, Interest and Costs**	**JA007193-JA007197**	**99**
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**
	Exhibit 1 – Invoice Summary by Matter Selection	JA007221-JA007222	99
	Exhibit 2 – Marquis Aurbach Coffing Invoice to APCO dated April 30, 2018	JA007223-JA007224	99

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06-29-18	Helix Electric of Nevada, LLC's Reply Re: Motion to Retax	JA007225-JA007237	100
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
07-19-18	Plaintiff-in-Intervention National Wood Products, Inc.'s Surreply to APCO Construction's Reply to Plaintiff-in-Intervention National Wood Products, Inc.'s Opposition to Motion for Attorney's Fees and Costs	JA007246-JA007261	100
08-08-18	Court's Decision on Attorneys' Fees and Cost Motions	JA007262-JA007280	100
09-28-18	Notice of Entry of (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
01-24-19	Transcript for All Pending Fee Motions on July 19, 2018	JA007300-JA007312	100/101
07-12-19	Order Dismissing Appeal (Case No. 76276)	JA007313-JA007315	101

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08-06-19	**Helix Electric of Nevada LLC's Motion to (I) Re-Open Statistically Closed Case, (II) Dismiss All Unresolved Claims and/or (III) In the Alternative for a Rule 54(B) Certification as to Helix and APCO**	**JA007316-JA007331**	**101**
	Exhibit 1 – Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.'s Against APCO Construction, Inc.	JA007332-JA007335	101
	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
	Exhibit 3 - Notice of Appeal	JA007345-JA007394	101/102
	Exhibit 4 – Amended Notice of Appeal	JA007395-JA007400	102
	Exhibit 5A – 5F -Notices of Entry of Order as to the Claims of Cactus Rose Construction, Fast Glass, Inc., Heinaman Contract Glazing, Helix Electric of Nevada, LLC, SWPPP Compliance	JA007401-JA007517	102/103

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	Solutions, Inc., E&E Fire Protection		
	Exhibit 6 – Order Dismissing Appeal in Part (Case No. 76276)	JA007518-JA007519	103
	Exhibit 7 – Order to Show Cause	JA007520-JA007542	103
	Exhibit 8 -Order Dismissing Appeal (Case No. 76276)	JA007524-JA007527	103
	Exhibit 9 – Notice of Entry of Order to Consolidate this Action with Case Nos. A574391, A574792, A57623. A58389, A584730, A58716, A580889 and A589195	JA 007528-JA007541	103
	Exhibit 10 (Part One)	JA007537-JA007542	103
	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
	Exhibit 10 (Part Two)	JA008142-JA008149	109

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	Exhibit 10E – 131 Nev. Advance Opinion 70	JA008150-JA008167	109
	Exhibit 10F – Special Master Report Regarding Remaining Parties to the Litigation and Discovery Status	JA008168-JA008170	109
	Exhibit 10EG – Notice of Entry of Granting Plaintiff's Motion to Dismiss	JA008171-JA008177	109
	Exhibit 10H – Complaint re Foreclosure	JA008178-JA008214	109
	Exhibit 10I – First Amended Complaint re Foreclosure	JA008215-JA008230	109
	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
	Exhibit 10O – Answer to Helix Electric's Statement of Facts	JA008323-JA008338	110

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	Constituting Lien and Third-Party Complaint and Camco Pacific Construction Company Inc.'s Counterclaim		
	Exhibit 10P – Notice of Entry of Helix Electric of Nevada, LLC's Motion for Attorney's Fees, Interest and Costs	JA008339 JA008347	110
	Exhibit 10Q – Notice of Entry of Judgment [As to the claims of Helix Electric of Nevada, LLC Against Camco Construction Co., Inc.]	JA008348-JA008367	110
	Exhibit 10R – Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc. Against APCO Construction, Inc.]	JA008368-JA008378	110
	Exhibit 10S – Findings of Fact and Conclusions of Law and Order as to the Claims of Helix Electric and Cabenetec Against APCO	JA008379-JA008450	110/111
	Exhibit 10T -WRG Design, Inc.'s Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA008451-JA008486	111
	Exhibit 10U – APCO Construction's Answer to WRG Design Inc.'s amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008468-JA008483	111
	Exhibit 10V -Answer to WRG Design, Inc.'s Statement of Facts Constituting Lien, Third-Party Complaint and Camco Pacific Construction, Inc's Counterclaim	JA008484-JA008504	111

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	Exhibit 10W – Notice of Entry of Stipulation and Order Dismissal	JA008505-JA008512	111
	Exhibit 10X – WRG Design, Inc.'s Answer to Camco Pacific Construction Company, Inc.'s Counterclaim	JA008513 JA008517	111
	Exhibit 10Y – Heinaman Contract Glazing's Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008518-JA008549	111
	Exhibit 10Z – Answer to Heinaman Contract Glazing's Statement of Facts Constituting Lien and Third-Party Complaint, and Camco Pacific Construction's Counterclaim	JA008531-JA008551	111
	Exhibit 10AA – Notice of Entry of Granting Heinaman Glazing's Motion for Attorneys's Fees, Interest and Costs	JA008552-JA008579	111/112
	Exhibit 10BB -Notice of Entry of Judgment [As to the Claims of Heinaman Contract Glazing Against Camco Construction Co., Inc.]	JA008561-JA008582	112
	Exhibit 10CC – Heinaman Contract Glazing's Answer to Camco Pacific Construction Company's Counterclaim	JA008583 JA008588	112
	Exhibit 10DD - Bruin Painting Corporation's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA008589-JA00861	112
	Exhibit 10EE – Answer to Bruin Painting Corporation's Amended Statement of Facts Constituting Notice of Lien and Third-Party	JA008602-JA008621	112

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	Complaint and Camco Pacific Construction, Inc.'s Counterclaim		
	Exhibit 10FF – Voluntary Dismissal of Fidelity and Deposit Company of Maryland Only from Bruin Painting Corporation's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint Without Prejudice	JA008622-JA008624	112
	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
	Exhibit 10JJ -Defendants Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008665-JA008681	112
	Exhibit 10KK – Stipulation and Order to Dismiss E & E Fire Protection, LLC Only Pursuant to the Terms State Below	JA008682-JA008685	112
	Exhibit 10LL – HD Supply Waterworks, LP's Voluntary Dismissal of Platte River Insurance Company Only Without Prejudice	JA008686-JA008693	112

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	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 10OO – Amended Notice of Appeal	JA008724-JA008729	113
	Exhibit 10PP – Notice of Cross Appeal	JA008730-JA008736	113
	Exhibit 10QQ – Motion to Suspend Briefing Pending Outcome of Order to Show Cause in Supreme Court Case No. 76276	JA008737-JA008746	113
	Exhibit 11 – Order to Consolidate this Action with Case Nos. A574391, A574792, A57623. A58389, A584730, A58716, A580889 and A589195	JA008747-JA008755	113
	Exhibit 12 – Stipulation and Order to Dismiss Third-Party Complaint of Interstate Plumbing & Air Conditioning, LLC Against APCO Construction, Inc. with Prejudice	JA00875-JA008758	113
	Exhibit 13 – Stipulation and Order with Prejudice	JA008759-JA008780	113
	Exhibit 14 – Docket/United Subcontractors, Inc. dba Skyline Insulation's Motion to Enforce Settlement Agreement and Enter Judgment	JA008762-JA008788	113
	Exhibit 15 – Notice of Entry of Order Granting Motion for 54(b) Certification and for Stay Pending Appeal	JA008789-JA008798	113

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	Exhibit 16 – Notice of Appeal	JA008799-JA008810	113
08-16-19	**APCO's Opposition to Helix Electric of Nevada LLC's Motion to (I) Re-Open Statistically Closed Case, (II) Dismiss All Unresolved Claims and/or (III) In the Alternative for a Rule 54(B) Certification as to Helix and APCO**	**JA008811-JA008821**	**114**
	Exhibit 1 – Order to File Amended Docketing Statement	JA008822-JA008824	114
	Exhibit 2 – Order to Show Cause	JA008825-JA008828	114
	Exhibit 3 – Appellant/Cross-Respondent's Response to Order to Show Cause	JA008829-JA008892	114/115/116
	Exhibit 4 – Order Dismissing Appeal	JA008893-JA008896	116
	Exhibit 5 – Chart of Claims	JA008897-JA008924	116
	Exhibit 6 – Answer to Helix Electric's Statement of Facts Constituting Lien and Third-Party Complaint and Camco Pacific Construction Company, Inc.'s Counterclaim	JA008925-JA008947	116/117
	Exhibit 7 – Answer to Cactus Rose's Statement of Facts Constituting Notice of Lien and Complaint and Camco Pacific Construction Company Inc.'s Counterclaim	JA008948-JA008965	117
	Exhibit 8 – Answer to Heinaman Contract Glazing's Statement of Facts Constituting Lien and Third-Party Complaint and Camco	JA008966-JA008986	117/118

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	Pacific Construction's Counterclaim		
	Exhibit 9 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric of Nevada, LLC Against Camco Pacific Construction, Inc.	JA008987-JA008998	118
	Exhibit 10 – Findings of Fact and Conclusions of Law as to the Claims of Cactus Rose Construction Co., Inc.	JA008998-JA009010	118
	Exhibit 11 – Findings of Fact and Conclusions of Law as to the Claims of Heinaman Contract Glazing	JA009011-JA009024	118
	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
	Exhibit 13 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA009039-JA009110	118/119
	Exhibit 14 – Order Granting Motion to Deposit Bond Penal Sum with Court, Exoneration of Bond and Dismissal	JA009111-JA009113	119
	Exhibit 15 – Order Approving Distribution of Fidelity and Deposit Company of Maryland's Bond	JA009114-JA009116	119
08-29-19	**Helix Electric of Nevada LLC's Reply to APCO's Opposition to Helix Electric of Nevada LLC's Motion to (I) Re-Open Statistically Closed Case, (II)**	**JA009117-JA009123**	**119**

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	Dismiss All Unresolved Claims and/or (III) In The Alternative for a Rule 54(B) Certification as to Helix and APCO		
01-03-20	**Notice of Entry of Order Granting Helix Electric of Nevada, LLC's Motion for Rule 54(b) Certification**	**JA009124-JA009131**	**119**
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 National Wood Products, Inc.'s Against APCO Construction, Inc.]	JA009137-JA009166	120
	Exhibit [C] – Notice of Entry of Order Granting Helix Electric of Nevada's Rule 54(b) Certification	JA009148-JA009156	120
02-11-20	**Case Appeal Statement**	**JA009157-JA009163**	120
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 Motion to Retax in Party (4) Granting Plaintiff-in-Intervention National Wood Productions, LLC's Motion to Retax in Part and Denying in Part and (5) Granting National Wood Products, Inc.'s Motion to File a Surreply	JA009168-JA009182	120

Date	**Description**	**Bates Number**	**Volume(s)**
	Exhibit 2 – Notice of Entry of Order Granting Helix Electric of Nevada's Motion for Rule 54(b) Certification	JA009183-JA00991	120

ALPHABETICAL APPENDIX OF EXHIBITS

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08-05-09	**APCO's Answer to Helix's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint**	**JA000016 – JA000030**	**1**
05-08-18	**APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc**.	**JA006265-JA006284**	**85**
	Exhibit 1 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA006285-JA006356	85/86
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	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 *in Limine*	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
03-08-18	**Letter to Judge Denton submitting APCO Construction, Inc.'s Proposed Findings of Fact and Conclusions of Law**	**JA005986-JA006058**	**8/821**
03-08-18	**Letter to Judge Denton submitting Helix Electric of Nevada, LLC's (Proposed) Findings of Fact and Conclusions of Law**	**JA005953-JA005985**	**81**
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	Bates Number	Volume(s)
	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 *En Banc* 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	Bates Number	Volume(s)
	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 *in Limine***	**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	Bates Number	Volume(s)
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 *in Limine* 1-4**	**JA001170-JA001177**	**22**
12-29-17	**Notice of Entry of Order Granting Peel Brimley Lien Claimants' Motion *in Limine* 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 *Ex Parte* Application for Order Shortening Time**	**JA000328-JA000342**	**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	Bates Number	Volume(s)
		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	Bates Number	Volume(s)
	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-Intervention National Wood Products, Inc.'s Surreply to APCO Construction's Reply to Plaintiff-in-Intervention National Wood Products, Inc.'s Opposition to Motion 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	Bates Number	Volume(s)
	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	Bates Number	Volume(s)
	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	Bates Number	Volume(s)
	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	Bates Number	Volume(s)
	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	JA002457-JA002494	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	Bates Number	Volume(s)
	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	Bates Number	Volume(s)
	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	Bates Number	Volume(s)
	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	Bates Number	Volume(s)
	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	JA004035- JA005281	63/64/65/66/67/ 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 ***(Admitted)***	JA001885- JA001974	30/31/32
	Trial Exhibit 5 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work ***(Admitted)***	JA001975- JA001978	32
	Trial Exhibit 6 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work ***(Admitted)***	JA001979- JA001980	32
	Trial Exhibit 10 - Letter from J. Barker to A. Edelstein Re: Notice of Intent to Stop Work (Second Notice) ***(Admitted)***	JA001981- JA001987	32

[5] Filed January 31, 2018

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 13 - Letter from A. Edelstein to Re. Nickerl Re: Termination for Cause (Gemstone) ***(Admitted)***	JA001988-JA002001	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 ***(Admitted)***	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
	Trial Exhibit 24 - Letter from R. Nickerl to Clark County re: Notification of APCO's withdrawal as General Contractor of Record ***(Admitted)***	JA002017-JA002023	33
	Trial Exhibit 26 - Email from J. Gisondo to Subcontractors re: June checks ***(Admitted)***	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 ***(Admitted)***	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**	**Bates Number**	**Volume(s)**
	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 ***(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
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 ***(Admitted)***	JA005786-JA005801	80
	Trial Exhibit 314 - Declaration of Victor Fuchs in support of Helix's Motion for Partial Summary Judgment against Gemstone ***(Admitted)***	JA005802-JA005804	80
	Trial Exhibit 320 – June-August Billings—not paid to APCO ***(Admitted)***	JA005805	80
	Trial Exhibit 321 – Overpayments to Cabinetec ***(Admitted)***	JA005806-	80

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

Date	Description	Bates Number	Volume(s)
	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

A.1		B	C		D	E	F	G	H	I	J	K	L
	ITEM NO.	DESCRIPTION OF	SCHEDULED VALUE	REVISED SCHEDULE	WORK COMPLETED FROM PREVIOUS APPLICATIONS	WORK COMPLETED THIS PERIOD	MATERIALS STORED THIS PERIOD	MATERIALS STORED CURRENT TOTAL STORED	TOTAL COMPLETED AND STORED	PERCENTAGE COMPLETE	BALANCE TO FINISH	CURRENT RETENTION WITHHELD	TOTAL RETENTION WITHHELD
Inter	342.00	15010 Plumbing Equip	11,672.00	11,672.00	4,668.80	-	-	-	4,668.80	40%	7,003.20	-	466.88
Inter	343.00	15010 Plumbing Cond	5,107.00	5,107.00	4,596.30	510.70	-	-	5,107.00	100%	-	51.07	510.70
Inter	344.00	15010 Plumbing Tests	3,868.00	3,868.00	3,481.20	193.40	-	-	3,674.60	95%	193.40	19.34	367.46
Inter	345.00	15010 Plumbing Identi	750.00	750.00	-	-	-	-	-	0%	750.00	-	-
Inter	346.00	15010 Plumbing Insula	3,769.00	3,769.00	3,580.55	-	-	-	3,580.55	95%	188.45	-	358.06
Jeff E	346.00	15010 Plumbing Insula	7,545.00	7,545.00	7,545.00	-	-	-	7,545.00	100%	-	-	754.50
S&E	348.00	15010 Plumbing Insula	-	-	-	-	-	-	-	#DIV/0!	-	-	-
Inter	-	Plumbing 6th Fl	-	-	-	-	-	-	-	0%	-	-	-
Inter	347.00	15010 Plumbing A/G V	43,730.00	43,730.00	43,292.70	437.30	-	-	43,730.00	100%	-	43.73	4,373.00
Inter	348.00	15010 Plumbing Drain	6,207.00	6,207.00	6,082.86	124.14	-	-	6,207.00	100%	-	12.41	620.70
Inter	349.00	15010 Plumbing Sleev	3,707.00	3,707.00	3,632.86	74.14	-	-	3,707.00	100%	-	7.41	370.70
Inter	350.00	15010 Plumbing A/G S	5,287.00	5,287.00	5,234.13	52.87	-	-	5,287.00	100%	0.00	5.29	528.70
Inter	351.00	15010 Plumbing A/G D	65,999.00	65,999.00	65,339.01	659.99	-	-	65,999.00	100%	-	66.00	6,599.90
Inter	352.00	15010 Plumbing A/G D	12,029.00	12,029.00	11,788.42	240.58	-	-	12,029.00	100%	0.00	24.06	1,202.90
Inter	353.00	15010 Plumbing Tubs	10,684.00	10,684.00	9,615.60	534.20	-	-	10,149.80	95%	534.20	53.42	1,014.98
Inter	354.00	15010 Plumbing Fixtur	19,118.00	19,118.00	7,647.20	-	-	-	7,647.20	40%	11,470.80	-	764.72
Inter	355.00	15010 Plumbing Equip	11,672.00	11,672.00	5,836.00	-	-	-	5,836.00	50%	5,836.00	-	583.60
Inter	356.00	15010 Plumbing Cond	5,107.00	5,107.00	4,596.30	510.70	-	-	5,107.00	100%	0.00	51.07	510.70
Inter	357.00	15010 Plumbing Testi	3,868.00	3,868.00	3,481.20	-	-	-	3,481.20	90%	386.80	-	348.12
Inter	358.00	15010 Plumbing Identi	750.00	750.00	-	-	-	-	-	0%	750.00	-	-
Inter	359.00	15010 Plumbing Insula	3,769.00	3,769.00	3,580.55	-	-	-	3,580.55	95%	188.45	-	358.06
S&E	359.00	15010 Plumbing Insula	-	-	-	-	-	-	-	#DIV/0!	-	-	-
Inter	-	Plumbing 6th Fl	-	-	-	-	-	-	-	0%	-	-	-
Inter	360.00	15010 Plumbing A/G V	43,730.00	43,730.00	41,543.50	2,186.50	-	-	43,730.00	100%	-	218.65	4,373.00
Inter	361.00	15010 Plumbing Drain	6,207.00	6,207.00	6,144.93	62.07	-	-	6,207.00	100%	0.00	6.21	620.70
Inter	362.00	15010 Plumbing Sleev	3,707.00	3,707.00	3,632.86	74.14	-	-	3,707.00	100%	-	7.41	370.70
Inter	363.00	15010 Plumbing A/G S	5,287.00	5,287.00	5,022.65	264.35	-	-	5,287.00	100%	-	26.44	528.70
Inter	364.00	15010 Plumbing A/G D	65,999.00	65,999.00	62,699.05	3,299.95	-	-	65,999.00	100%	-	330.00	6,599.90
Inter	365.00	15010 Plumbing A/G D	12,029.00	12,029.00	10,826.10	1,202.90	-	-	12,029.00	100%	0.00	120.29	1,202.90
Inter	366.00	15010 Plumbing Tubs	10,684.00	10,684.00	7,478.80	2,136.80	-	-	9,615.60	90%	1,068.40	213.68	961.56
Inter	367.00	15010 Plumbing Fixtur	19,118.00	19,118.00	1,911.80	-	-	-	1,911.80	10%	17,206.20	-	191.18
Inter	368.00	15010 Plumbing Equip	11,672.00	11,672.00	2,334.40	-	-	-	2,334.40	20%	9,337.60	-	233.44

CMG-MW-01269

APCO-TR-EX0163-0018

	A.1		B	C		D	E	F	G	H	I	J	K	L
						WORK COMPLETED		MATERIALS STORED						
	ITEM NO.		DESCRIPTION OF	SCHEDULED VALUE	REVISED SCHEDULE	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
Inter	369.00	15010	Plumbing Cond	5,107.00	5,107.00	3,574.90	1,532.10	-	-	5,107.00	100%	-	153.21	510.70
Inter	370.00	15010	Plumbing Textu	3,868.00	3,868.00	3,094.40	386.80	-	-	3,481.20	90%	386.80	38.68	348.12
Inter	371.00	15010	Plumbing Identi	750.00	750.00	-	-	-	-	-	0%	750.00	-	-
Inter	372.00	15010	Plumbing Insula	3,769.00	3,769.00	3,015.20	376.90	-	-	3,392.10	90%	376.90	37.69	339.21
S&E	372.00	15010	Plumbing Insula	-	-	-	-	-	-	-	#DIV/0!	-	-	-
Inter	-		Plumbing 7th Fl	-	-	-	-	-	-	-	0%	-	-	-
Inter	373.00	15010	Plumbing A/G V	43,730.00	43,730.00	34,984.00	4,373.00	-	-	39,357.00	90%	4,373.00	437.30	3,935.70
Inter	374.00	15010	Plumbing Drain	6,207.00	6,207.00	4,965.60	620.70	-	-	5,586.30	90%	620.70	62.07	558.63
Inter	375.00	15010	Plumbing Steev	3,707.00	3,707.00	3,632.86	74.14	-	-	3,707.00	100%	-	7.41	370.70
Inter	376.00	15010	Plumbing A/G S	5,287.00	5,287.00	4,229.60	528.70	-	-	4,758.30	90%	528.70	52.87	475.83
Inter	377.00	15010	Plumbing A/G D	65,999.00	65,999.00	52,799.20	9,899.95	-	-	62,699.05	95%	3,299.95	989.99	5,939.91
Inter	378.00	15010	Plumbing A/G G	12,029.00	12,029.00	9,623.20	2,405.80	-	-	12,029.00	100%	-	240.58	1,202.90
Inter	379.00	15010	Plumbing Tubs	10,684.00	10,684.00	8,547.20	1,602.60	-	-	10,149.80	95%	534.20	160.26	1,014.98
Inter	380.00	15010	Plumbing Fixtu	19,118.00	19,118.00	1,911.80	-	-	-	1,911.80	10%	17,206.20	-	191.18
Inter	381.00	15010	Plumbing Equip	11,672.00	11,672.00	4,668.80	-	-	-	4,668.80	40%	7,003.20	-	466.88
Inter	382.00	15010	Plumbing Cond	5,107.00	5,107.00	3,064.20	1,532.10	-	-	4,596.30	90%	510.70	153.21	459.63
Inter	383.00	15010	Plumbing Textu	3,868.00	3,868.00	2,707.60	773.60	-	-	3,481.20	90%	386.80	77.36	348.12
Inter	384.00	15010	Plumbing Identi	750.00	750.00	-	-	-	-	-	0%	750.00	-	-
Inter	385.00	15010	Plumbing Insula	3,769.00	3,769.00	2,261.40	753.80	-	-	3,015.20	80%	753.80	75.38	301.52
S&E	385.00	15010	Plumbing Insula	-	-	-	-	-	-	-	#DIV/0!	-	-	-
Inter	-		Plumbing 8th Fl	-	-	-	-	-	-	-	0%	-	-	-
Inter	386.00	15010	Plumbing A/G V	43,730.00	43,730.00	26,238.00	10,932.50	-	-	37,170.50	85%	6,559.50	1,093.25	3,717.05
Inter	387.00	15010	Plumbing Drain	6,207.00	6,207.00	3,724.20	1,241.40	-	-	4,965.60	80%	1,241.40	124.14	496.56
Inter	388.00	15010	Plumbing Steev	3,707.00	3,707.00	3,521.65	185.35	-	-	3,707.00	100%	0.00	18.54	370.70
Inter	389.00	15010	Plumbing A/G S	5,287.00	5,287.00	3,700.90	1,057.40	-	-	4,758.30	90%	528.70	105.74	475.83
Inter	390.00	15010	Plumbing A/G D	65,999.00	65,999.00	42,899.35	16,499.75	-	-	59,399.10	90%	6,599.90	1,649.98	5,939.91
Inter	391.00	15010	Plumbing A/G G	12,029.00	12,029.00	8,420.30	2,405.80	-	-	10,826.10	90%	1,202.90	240.58	1,082.61
Inter	392.00	15010	Plumbing Tubs	10,684.00	10,684.00	8,013.00	534.20	-	-	8,547.20	80%	2,136.80	53.42	854.72
Inter	393.00	15010	Plumbing Fixtu	19,118.00	19,118.00	1,911.80	-	-	-	1,911.80	10%	17,206.20	-	191.18
Inter	394.00	15010	Plumbing Equip	11,672.00	11,672.00	2,334.40	-	-	-	2,334.40	20%	9,337.60	-	233.44
Inter	395.00	15010	Plumbing Cond	5,107.00	5,107.00	1,532.10	1,532.10	-	-	3,064.20	60%	2,042.80	153.21	306.42
Inter	396.00	15010	Plumbing Textu	3,868.00	3,868.00	1,160.40	1,160.40	-	-	2,320.80	60%	1,547.20	116.04	232.08

CAMCO-MW 01267

JA002631

APCO-TR-EX0163-0019

A	B	C	D	E	F	G	H	I	J	K	L
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATIONS	WORK COMPLETED THIS PERIOD	MATERIALS STORED THIS PERIOD	MATERIALS STORED CURRENT TOTAL STORED	TOTAL COMPLETED AND STORED	PERCENTAGE COMPLETE	BALANCE TO FINISH	CURRENT RETENTION WITHHELD	TOTAL RETENTION WITHHELD
Island 387.00	15010 Plumbing Hood	195.00	195.00					0%	195.00		
Island 389.00	15010 Plumbing Stack	3,788.00	3,788.00	783.80			3,938.80	19%	1,139.20	78.38	783.80
5 EA	389.00 15010 Plumbing Install							40HRS			
Island	Plumbers 5th Yr							0%			
Island 390.00	15010 Plumbing A/G H	43,750.00	43,750.00	3,073.80			46,823.80	15%	39,337.20	457.38	457.38
Island 400.00	15010 Plumbing Drain	6,297.00	6,297.00	690.78			6,987.78	18%	5,596.20	92.07	92.07
Island 401.00	15010 Plumbing Sheet	2,707.20	2,707.20	1,163.80			3,871.00	30%	1,934.20	193.38	193.38
Island 402.00	15010 Plumbing A/G gl	5,281.80	5,281.80	2,843.50			8,125.30	35%	2,843.50	284.35	284.35
Island 403.00	15010 Plumbing A/G cl	64,999.00	64,999.00	32,999.50			97,998.50	34%	32,999.50	3,299.95	3,299.95
Island 404.00	15010 Plumbing A/G d	12,029.00	12,029.00	6,014.50			18,043.50	50%	6,014.50	601.45	601.45
Island 405.00	15010 Plumbing Tubs	10,884.00	10,884.00	334.20			11,218.20	3%	10,349.80	33.42	33.42
Island 406.00	15010 Plumbing Toilet							#DIV/0!			
Island 407.00	15010 Plumbing Bidet	20,700.00	20,700.00	3,278.02			3,278.02	16%	17,711.00	327.80	327.80
Island 408.00	15010 Plumbing Cond	5,107.00	5,107.00	2,553.50			2,553.50	50%	2,553.50	255.35	255.35
Island 409.00	15010 Plumbing Tanks	3,993.00	3,993.00	1,182.40			1,182.40	30%	2,297.60	118.24	118.24
Island 410.00	15010 Plumbing Urinal	750.00	750.00					0%	750.00		
Island 411.00	15010 Plumbing Hand	2,760.00	2,760.00	1,884.50			1,884.50	68%	1,884.50	188.45	188.45
5 EA	411.00 15010 Plumbing Install							#DIV/0!			
	Electrical							0%			
Island 412.00	16000 Electrical Engin	23,834.00	23,834.00	13,678.07			37,512.07	40%	9,211.93	1,367.81	1,367.81
Island 413.00	16000 Electrical Mobil	10,000.00	10,000.00	10,000.00			20,000.00	100%		1,000.00	1,000.00
Island 414.00	16000 Electrical Office	23,000.00	23,000.00	18,000.00			41,000.00	80%	4,000.00	1,800.00	1,800.00
Island 415.00	16000 Electrical Proj M	12,500.00	12,500.00	12,500.00			25,000.00	100%		1,250.00	1,250.00
Island 416.00	16000 Electrical Permit	10,833.00	10,833.00	10,833.00			21,666.00	100%		1,083.30	1,083.30
Island 417.00	16000 Electrical Subs	1,846.00	1,846.00	1,846.00			3,692.00	100%		184.60	184.60
Island 418.00	16000 Electrical Super	20,000.00	20,000.00	20,000.00			40,000.00	100%		2,000.00	2,000.00
Island 419.00	16000 Electrical Light	141,000.00	141,000.00	141,000.00			282,000.00	100%		14,100.00	14,100.00
Island 420.00	16000 Electrical Clerk	225,000.00	225,000.00	218,125.00			443,125.00	97%	6,875.00	21,812.50	21,812.50
Island 421.00	16000 Electrical Level	50,000.00	50,000.00	43,000.00			93,000.00	86%	7,000.00	4,300.00	4,300.00
Clerk 421.00	16000 Electrical Misc	43,000.00	43,000.00	29,574.00			72,574.00	67%	14,426.00	2,957.40	2,957.40
Island 422.00	16000 Electrical Gener	120,000.00	120,000.00	36,000.00			156,000.00	23%	84,000.00	8,000.00	8,000.00
Island 423.00	16000 Electrical Shop	88,000.00	88,000.00				84,000.00	95%	3,996.00		8,400.00

CAMCO-MW 01268

A.1		B	C		D	E	F	G	H	I	J	K	L
					WORK COMPLETED		MATERIALS STORED						
ITEM NO.		DESCRIPTION OF	SCHEDULED VALUE	REVISED SCHEDULE	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
helix	424.00	16300 Electrical Garag	330,000.00	330,000.00	315,000.00	-	-	-	315,000.00	95%	15,000.00	-	31,500.00
helix	425.00	16000 Electrical 1st Fl	95,000.00	95,000.00	76,500.00	-	-	-	76,500.00	80%	19,000.00	-	7,650.00
helix	426.00	16000 Electrical 1st Fl	10,000.00	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
helix	427.00	16000 Electrical 2nd F	95,500.00	95,500.00	90,250.00	-	-	-	90,250.00	95%	5,250.00	-	9,025.00
helix	428.00	16000 Electrical 2nd F	10,000.00	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
helix	429.00	16000 Electrical 3rd Fl	95,500.00	95,500.00	90,250.00	-	-	-	90,250.00	95%	5,250.00	-	9,025.00
helix	430.00	16000 Electrical 3rd Fl	10,000.00	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
helix	431.00	16000 Electrical 4th Fl	95,500.00	95,500.00	90,250.00	-	-	-	90,250.00	95%	5,250.00	-	9,025.00
helix	432.00	16000 Electrical 4th Fl	10,000.00	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
helix	433.00	16000 Electrical 5th Fl	95,500.00	95,500.00	90,250.00	-	-	-	90,250.00	95%	5,250.00	-	9,025.00
helix	434.00	16000 Electrical 5th Fl	10,000.00	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
helix	435.00	16000 Electrical 6th Fl	95,500.00	95,500.00	90,250.00	-	-	-	90,250.00	95%	5,250.00	-	9,025.00
helix	436.00	16000 Electrical 6th Fl	10,000.00	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
helix	437.00	16000 Electrical 7th Fl	95,500.00	95,500.00	90,250.00	-	-	-	90,250.00	95%	5,250.00	-	9,025.00
helix	438.00	16000 Electrical 7th Fl	10,000.00	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
helix	439.00	16000 Electrical 8th Fl	95,500.00	95,500.00	66,750.00	10,000.00	-	-	76,750.00	80%	18,750.00	1,000.00	7,675.00
helix	440.00	16000 Electrical 8th Fl	10,000.00	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
helix	441.00	16000 Electrical 9th Fl	95,500.00	95,500.00	57,750.00	9,000.00	-	-	66,750.00	70%	28,750.00	900.00	6,675.00
helix	442.00	16000 Electrical 9th Fl	5,000.00	5,000.00	-	-	-	-	-	0%	5,000.00	-	-
Six S	442.20	16000 Rough and Fina	55,200.00	55,200.00	-	-	-	-	-	0%	55,200.00	-	-
Cont	443.00	1000 Contractor Fee	659,432.20	659,432.20	659,432.20	-	-	-	659,432.20	100%	-	-	65,943.22
Cam	443.00	1000 Camco Contrac	220,699.05	220,699.05	220,699.05	-	-	-	220,699.05	100%	(0.00)	-	-
Gem	443.00	1000 Gemstone Cont	229,449.75	229,449.75	229,449.75	-	-	-	229,449.75	100%	(0.00)	-	-
		BUILDIN	27,117,585.10	27,117,585.10	20,805,628.48	1,193,434.20	-	-	21,999,062.68	#DIV/0!	5,118,522.42	19,706.10	2,009,679.13
-	BUILDING 8												
JP L	444.00	2900 Landscaping	87,750.00	87,750.00	-	-	-	-	-	0%	87,750.00	-	-
Stem	445.00	5100 Reinforcing Ste	119,860.00	119,860.00	119,860.00	-	-	-	119,860.00	100%	(0.00)	-	11,986.05
Apac	445.00	5100 Reinforcing Ste	90,000.00	90,000.00	90,000.00	-	-	-	90,000.00	100%	-	-	9,000.00
cafco	446.00	5100 Reinforcing Ste	189,122.75	189,122.75	189,122.75	-	-	-	189,122.75	100%	-	-	18,912.28
Apac	446.00	5100 Reinforcing Ste	180,000.00	180,000.00	180,000.00	-	-	-	180,000.00	100%	-	-	18,000.00
Cont	447.00	3300 Concrete Excav	127,500.00	127,500.00	127,500.00	-	-	-	127,500.00	100%	-	-	12,750.00
Cond	448.00	3300 Concrete Place	160,000.00	160,000.00	160,000.00	-	-	-	160,000.00	100%	-	-	16,000.00

CAMCO-MW 01269

JA002633

APCO-TR-EX0163-0021

A.1		B	C		D	E	F	G	H	I	J	K	L
					WORK COMPLETED		MATERIALS STORED						
ITEM NO.		DESCRIPTION OF	SCHEDULED VALUE	REVISED SCHEDULE	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
Conc	449.00	3300 Concrete Form	300,000.00	300,000.00	300,000.00	-	-	-	300,000.00	100%	-	-	30,000.00
Conc	450.00	3300 Concrete Form	80,000.00	80,000.00	80,000.00	-	-	-	80,000.00	100%	-	-	8,000.00
Conc	451.00	3300 Concrete Place	156,800.00	156,800.00	156,800.00	-	-	-	156,800.00	100%	-	-	15,680.00
Conc	452.00	3300 Concrete Form	360,000.00	360,000.00	360,000.00	-	-	-	360,000.00	100%	-	-	36,000.00
sw gl	453.00	3300 Lt. Weight conc	194,015.00	194,015.00	110,028.35	-	-	-	110,028.35	57%	83,986.65	-	11,002.84
Titan	454.00	3450 Precast Concre	113,000.00	113,000.00	87,040.49	-	-	-	87,040.49	77%	25,959.51	-	8,704.05
Titan	455.00	3450 Precast Concre	113,000.00	113,000.00	87,040.49	-	-	-	87,040.49	77%	25,959.51	-	8,704.05
Titan	456.00	3450 Precast Concre	113,000.00	113,000.00	87,040.49	-	-	-	87,040.49	77%	25,959.51	-	8,704.05
Titan	457.00	3450 Precast Concre	113,000.00	113,000.00	87,040.49	-	-	-	87,040.49	77%	25,959.51	-	8,704.05
tmg	458.00	4100 Masonry CMU	249,300.00	249,300.00	249,300.00	-	-	-	249,300.00	100%	-	-	24,930.00
tmg	459.00	4100 Masonry Thin B	310,700.00	310,700.00	280,350.00	15,535.00	-	-	295,885.00	95%	14,815.00	1,553.50	29,588.50
Noor	459.10	5100 Ext. Metal Pane	267,237.00	267,237.00	267,237.00	-	-	-	267,237.00	100%	-	-	26,723.70
Noor	459.20	5100 Ext. Metal Rail /	45,000.00	45,000.00	45,000.00	-	-	-	45,000.00	100%	-	-	4,500.00
Noor	459.30	5100 Ext. Spires	45,000.00	45,000.00	33,750.00	6,000.00	-	-	41,750.00	93%	3,250.00	800.00	4,175.00
Noor	459.40	5100 Balcony Post	100,000.00	100,000.00	100,000.00	-	-	-	100,000.00	100%	-	-	10,000.00
Noor	459.50	5100 Balcony Embed	67,000.00	67,000.00	67,000.00	-	-	-	67,000.00	100%	-	-	6,700.00
Noor	459.60	5100 Balcony Rails	200,000.00	200,000.00	100,000.00	-	-	-	100,000.00	50%	100,000.00	-	10,000.00
Noor	459.70	5100 Exterior Roof C	39,000.00	39,000.00	35,050.00	-	-	-	35,050.00	90%	3,950.00	-	3,505.00
Noor	459.80	5100 Exterior Base F	10,000.00	10,000.00	10,000.00	-	-	-	10,000.00	100%	-	-	1,000.00
Noor	459.90	5100 Shop Drawings	10,278.00	10,278.00	10,278.00	-	-	-	10,278.00	100%	-	-	1,027.80
Gmt	460.00	6415 Granite / Marble	124,088.50	124,088.50	68,644.00	-	-	-	68,644.00	55%	55,444.50	-	6,864.40
Newz	461.00	5100 Miscellaneous S	18,868.00	18,868.00	18,868.00	-	-	-	18,868.00	100%	-	-	1,886.80
Glbo	461.00	5100 Doors & Trim - I	3,000.00	3,000.00	3,000.00	-	-	-	3,000.00	100%	-	-	300.00
Noor	461.00	5100 Miscellaneous S	-	-	-	-	-	-	-	#DIV/0!	-	-	-
BD	461.00	5100 Misc. Steel	75,000.00	75,000.00	-	-	-	-	-	0%	75,000.00	-	-
Stln	462.00	6100 Wood Framing	199,015.00	199,015.00	199,015.00	-	-	-	199,015.00	100%	-	-	19,901.50
Stln	463.00	6100 Wood Framing	245,918.00	245,918.00	245,918.00	-	-	-	245,918.00	100%	-	-	24,591.80
Stln	464.00	6100 Wood Framing	177,141.00	177,141.00	177,141.00	-	-	-	177,141.00	100%	-	-	17,714.10
Stln	465.00	6100 Wood Framing	229,547.00	229,547.00	229,547.00	-	-	-	229,547.00	100%	-	-	22,954.70
Stln	466.00	6100 Wood Framing	177,141.00	177,141.00	177,138.00	-	-	-	177,138.00	100%	3.00	-	17,713.80
Stln	467.00	6100 Wood Framing	226,039.00	226,039.00	226,039.00	-	-	-	226,039.00	100%	-	-	22,603.90
Stln	468.00	6100 Wood Framing	162,032.00	162,032.00	162,032.00	-	-	-	162,032.00	100%	-	-	16,203.20

JA002634
APCO-TR-EX0163-0022
CAMC-MW-01270

A.1		B	C		D	E	F	G	H	I	J	K	L
ITEM NO.	DESCRIPTION OF		SCHEDULED VALUE	REVISED SCHEDULE	WORK COMPLETED FROM PREVIOUS APPLICATIONS	WORK COMPLETED THIS PERIOD	MATERIALS STORED THIS PERIOD	MATERIALS STORED CURRENT TOTAL STORED	TOTAL COMPLETED AND STORED	PERCENTAGE COMPLETE	BALANCE TO FINISH	CURRENT RETENTION WITHHELD	TOTAL RETENTION WITHHELD
stem	469.00	6100	Wood Framing -	146,941.00	146,941.00	-	-	-	146,941.00	100%	-	-	14,894.10
stfin	470.00	6100	Wood Framing	61,646.00	61,646.00	-	-	-	61,646.00	100%	-	-	6,164.60
stfin	471.00	6100	Wood Framing	179,580.00	179,580.00	-	-	-	179,580.00	100%	-	-	17,958.00
PDM	472.00	6200	Doors & Trim - I	329,197.50	329,773.40	-	-	-	329,773.40	97%	9,424.10	-	32,977.34
Cabi	472.00	6200	Doors & Trim - I	-	88,545.00	-	-	-	88,545.00	#DIV/0!	(88,545.00)	-	8,854.50
Gbi	472.00	6200	Doors & Trim - I	-	-	-	-	-	-	#DIV/0!	-	-	-
Apcc	472.00	6200	Doors & Trim - I	-	-	-	-	-	-	#DIV/0!	-	-	-
PDM	472.10	6200	Doors & Trim - I	86,864.00	77,951.25	-	-	-	77,951.25	90%	8,912.75	-	7,795.13
Cabi	472.20	6200	Cabinets	264,395.00	212,500.00	-	-	-	212,500.00	80%	51,895.00	-	21,250.00
Insul	473.00	7220	Insulation - Fire	90,108.00	91,800.00	-	-	-	91,800.00	102%	(1,692.00)	-	9,180.00
pro	474.00	7720	Roofing	157,738.00	153,005.86	-	-	-	153,005.86	97%	4,732.14	-	18,300.69
Skm	475.00	7100	Waterproofing	123,797.50	46,169.70	-	-	-	46,169.70	37%	77,627.80	-	4,616.97
Cavi	475.00	7100	Waterproofing	-	-	-	-	-	-	#DIV/0!	-	-	-
ecoc	476.00	7240	Stucco	391,550.00	364,085.00	-	-	-	364,085.00	93%	27,465.00	-	36,408.50
LMI	476.10	7340	Shower Doors a	39,966.00	-	-	-	-	-	0%	39,966.00	-	-
whol	477.00	8560	Windows - Mate	238,172.00	238,172.00	-	-	-	238,172.00	100%	-	-	23,817.20
Acc	477.10	8560	-	-	-	-	-	-	-	#DIV/0!	-	-	-
Td-C	478.00	9200	Drywall -Demeg	814,000.00	814,000.00	-	-	-	814,000.00	100%	-	-	81,400.00
Colo	478.10	9200	Drywall -Demeg	265,389.50	-	-	-	-	-	0%	265,389.50	-	-
Cerd	479.00	9600	Flooring	418,698.00	291,975.00	23,623.00	-	-	315,598.00	75%	103,100.00	2,362.30	31,559.80
Brus	480.00	9900	Painting	447,822.00	313,475.40	23,430.00	-	-	336,905.40	75%	110,916.60	2,343.00	33,690.54
whsl	481.00	11000	Appliances/Bud	129,216.19	-	-	-	-	-	0%	129,216.19	-	-
Hand	481.10	11000	Trashchutes	7,600.00	-	-	-	-	-	0%	7,600.00	-	-
Toile	481.20	11000	Toilet accessori	46,679.00	-	12,030.00	-	-	12,030.00	26%	34,649.00	1,203.00	1,203.00
Fire	481.30	11000	Fire Extinguishe	9,000.00	-	-	-	-	-	0%	9,000.00	-	-
Sign	481.40	11000	Signage	18,690.50	-	-	-	-	-	0%	18,690.50	-	-
Elev	482.00	14200	Elevators	274,928.00	265,358.00	-	-	-	265,358.00	97%	9,570.00	-	26,535.80
FS&E	482.10	15010	Fire Protection	34,800.00	34,800.00	-	-	-	34,800.00	100%	-	-	3,480.00
FS&E	482.20	15010	Fire Protection	37,370.00	37,370.00	-	-	-	37,370.00	100%	-	-	3,737.00
FS&E	482.30	15010	Overhead Roug	633,986.00	633,986.00	-	-	-	633,986.00	100%	-	-	63,398.60
FS&E	482.40	15010	Finish and Trim	108,750.00	108,750.00	-	-	-	108,750.00	100%	-	-	10,875.00
FS&E	482.50	15010	Testing Fir P-4	14,250.00	14,250.00	-	-	-	-	0%	14,250.00	-	-

EXHIBIT
APCO-MW-01274

JA002635
APCO-TR-EX0163-0023

	A.1		B	C		D	E	F	G	H	I	J	K	L
						WORK COMPLETED		MATERIALS STORED						
	ITEM NO.	DESCRIPTION OF		SCHEDULED VALUE	REVISED SCHEDULE	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
E&E	482.60	15010	Demo - Stand P	4,000.00	4,000.00	4,000.00	-	-	-	4,000.00	100%	-	-	400.00
E&E	482.70	15010	Fire Protection	6,300.00	6,300.00	6,300.00	-	-	-	6,300.00	100%	-	-	630.00
E&E	482.80	15010	Overhead Rough	85,911.00	85,911.00	85,911.00	-	-	-	85,911.00	100%	-	-	8,591.10
E&E	482.90	15010	Finish and Trim	5,000.00	5,000.00	5,000.00	-	-	-	5,000.00	100%	-	-	500.00
Inter	483.00	1300	Mechanical Mob	12,500.00	12,500.00	12,000.00	-	-	-	12,000.00	96%	500.00	-	1,200.00
E&E	483.10	15010	Testing - Stand	4,000.00	4,000.00	-	-	-	-	-	0%	4,000.00	-	-
Inter	484.00	1330	Mechanical Sub	1,125.00	1,125.00	1,125.00	-	-	-	1,125.00	100%	-	-	112.50
Inter	485.00	1310	Mechanical Gen	1,773.75	1,773.75	1,206.15	-	-	-	1,206.15	68%	567.60	-	120.62
Inter	486.00	1780	Mechanical Cle	1,000.00	1,000.00	-	-	-	-	-	0%	1,000.00	-	-
Inter	-		HVAC 1st Floor	-	-	-	-	-	-	-	#DIV/0!	-	-	-
Inter	487.00	15020	HVAC Permit	5,250.00	5,250.00	5,250.00	-	-	-	5,250.00	100%	-	-	525.00
Inter	488.00	15020	HVAC Pre-Rock	24,618.40	24,618.40	24,618.40	-	-	-	24,618.40	100%	-	-	2,461.84
Inter	489.00	15020	HVAC FAU Mat	19,694.72	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
Inter	490.00	15020	HVAC Rough O	19,694.72	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
Inter	491.00	15020	HVAC Condens	19,694.72	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
Inter	492.00	15020	HVAC Set Cond	4,923.68	4,923.68	4,923.68	-	-	-	4,923.68	100%	-	-	492.37
Inter	493.00	15020	HVAC Set Trim	4,923.68	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
Inter	494.00	15020	HVAC Start-Up	4,923.68	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
Inter	-	#N/A	HVAC 2nd Floo	-	-	-	-	-	-	-	#DIV/0!	-	-	-
Inter	495.00	15020	HVAC Pre-Rock	24,618.40	24,618.40	24,618.40	-	-	-	24,618.40	100%	-	-	2,461.84
Inter	496.00	15020	HVAC FAU Mat	19,694.72	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
Inter	497.00	15020	HVAC Rough O	19,694.72	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
Inter	498.00	15020	HVAC Condens	19,694.72	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
Inter	499.00	15020	HVAC Set Cond	4,923.68	4,923.68	4,923.68	-	-	-	4,923.68	100%	-	-	492.37
Inter	500.00	15020	HVAC Set Trim	4,923.68	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
Inter	501.00	15020	HVAC Start-Up	4,923.68	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
Inter	-		HVAC 3rd Floor	-	-	-	-	-	-	-	#DIV/0!	-	-	-
Inter	502.00	15020	HVAC Pre-Rock	24,618.40	24,618.40	24,618.40	-	-	-	24,618.40	100%	-	-	2,461.84
Inter	503.00	15020	HVAC FAU Mat	19,694.72	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
Inter	504.00	15020	HVAC Rough O	19,694.72	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
Inter	505.00	15020	HVAC Condens	19,694.72	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
Inter	506.00	15020	HVAC Set Cond	4,923.68	4,923.68	4,923.68	-	-	-	4,923.68	100%	-	-	492.37

JA002636

CAMCO-MM_01272

APCO-TR-EX0163-0024

A.1		B	C		D	E	F	G	H	I	J	K	L
					WORK COMPLETED		MATERIALS STORED						
ITEM NO.	DESCRIPTION OF		SCHEDULED VALUE	REVISED SCHEDULE	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
Inter	507.00	15020 HVAC Set Trim	4,923.68	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
Inter	508.00	15020 HVAC Start-Up	4,923.68	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
Inter	-	HVAC 4th Floor	-	-	-	-	-	-	-	#DIV/0!	-	-	-
Inter	509.00	15020 HVAC Pre-Roof	24,618.40	24,618.40	24,618.40	-	-	-	24,618.40	100%	-	-	2,461.84
Inter	510.00	15020 HVAC FAU Mat	19,694.72	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
Inter	511.00	15020 HVAC Rough O	19,694.72	19,694.72	9,847.36	4,923.68	-	-	14,771.04	75%	4,923.68	492.37	1,477.10
Inter	512.00	15020 HVAC Condens	19,694.72	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
Inter	513.00	15020 HVAC Set Cond	4,923.68	4,923.68	4,923.68	-	-	-	4,923.68	100%	-	-	492.37
Inter	514.00	15020 HVAC Set Trim	4,923.68	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
Inter	515.00	15020 HVAC Start-Up	4,923.68	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
Inter	-	HVAC Connect	-	-	-	-	-	-	-	#DIV/0!	-	-	-
Inter	516.00	15020 HVAC Pre-Roof	31,688.87	31,688.87	31,688.87	-	-	-	31,688.87	100%	-	-	3,168.89
Inter	517.00	15020 HVAC FAU Mat	25,351.13	25,351.13	25,351.13	-	-	-	25,351.13	100%	-	-	2,535.11
Inter	518.00	15020 HVAC Rough O	25,351.13	25,351.13	22,816.02	-	-	-	22,816.02	90%	2,535.11	-	2,281.60
Inter	519.00	15020 HVAC Condens	25,351.13	25,351.13	25,351.13	-	-	-	25,351.13	100%	0.00	-	2,535.11
Inter	520.00	15020 HVAC Set Cond	6,337.78	6,337.78	-	-	-	-	-	0%	6,337.78	-	-
Inter	521.00	15020 HVAC Set Trim	6,337.78	6,337.78	-	-	-	-	-	0%	6,337.78	-	-
Inter	522.00	15020 HVAC Start-Up	6,337.78	6,337.78	-	-	-	-	-	0%	6,337.78	-	-
Inter	-	Plumbing Below	-	-	-	-	-	-	-	#DIV/0!	-	-	-
Inter	523.00	15010 Building 1 - Plur	8,535.00	8,535.00	8,364.30	170.70	-	-	8,535.00	100%	-	17.07	853.50
Inter	524.00	15010 Plumbing Excav	62,400.00	62,400.00	61,152.00	1,248.00	-	-	62,400.00	100%	-	124.80	6,240.00
Inter	525.00	15010 Plumbing U/G S	25,935.00	25,935.00	25,416.30	518.70	-	-	25,935.00	100%	-	51.87	2,593.50
Inter	526.00	15010 Plumbing U/G S	6,285.00	6,285.00	6,158.30	125.70	-	-	6,285.00	100%	-	12.57	628.50
Inter	527.00	15010 Precast Structu	9,125.00	9,125.00	8,945.50	182.50	-	-	9,125.00	100%	-	18.25	912.50
Inter	527.10	15010 Precast Structu	-	-	-	-	-	-	-	#DIV/0!	-	-	-
Inter	-	Plumbing 1st Fl	-	-	-	-	-	-	-	#DIV/0!	-	-	-
Inter	528.00	15010 Plumbing A/G V	73,093.00	73,093.00	71,631.14	1,461.86	-	-	73,093.00	100%	-	146.19	7,309.30
Inter	529.00	15010 Plumbing Drain	7,232.50	7,232.50	7,087.87	144.63	-	-	7,232.50	100%	-	14.46	723.25
Inter	530.00	15010 Plumbing Sleev	55,963.00	55,963.00	54,843.74	1,119.26	-	-	55,963.00	100%	-	111.93	5,596.30
Inter	531.00	15010 Plumbing A/G S	18,476.00	18,476.00	18,106.48	369.52	-	-	18,476.00	100%	-	36.95	1,847.60
Inter	532.00	15010 Plumbing A/G D	79,331.00	79,331.00	77,744.38	1,586.62	-	-	79,331.00	100%	-	158.66	7,933.10
Inter	533.00	15010 Plumbing A/G D	31,071.00	31,071.00	30,449.58	621.42	-	-	31,071.00	100%	-	62.14	3,107.10

JA002637
APCO-TR-EX0163-0025
CONFIDENTIAL

A.1		B	C		D	E	F	G	H	I	J	K	L
					WORK COMPLETED		MATERIALS STORED						
ITEM NO.		DESCRIPTION OF	SCHEDULED VALUE	REVISED SCHEDULE	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
Inter	534.00	15010	Plumbing Tubs	37,040.00	37,040.00	35,188.00	740.80	-	-	35,928.80	97%	1,111.20	74.08	3,592.88
Inter	535.00	15010	Plumbing Pictur	55,513.00	55,513.00	44,410.40	11,102.60	-	-	55,513.00	100%	-	1,110.26	5,551.30
Inter	536.00	15010	Plumbing Equip	15,975.00	15,975.00	15,176.25	798.75	-	-	15,975.00	100%	-	79.88	1,597.50
Inter	537.00	15010	Plumbing Cond	5,584.00	5,584.00	5,472.32	111.68	-	-	5,584.00	100%	-	11.17	558.40
Inter	538.00	15010	Plumbing Testir	8,566.00	8,566.00	8,137.70	171.32	-	-	8,309.02	97%	256.98	17.13	830.90
Inter	539.00	15010	Plumbing Identi	2,112.00	2,112.00	-	-	-	-	-	0%	2,112.00	-	-
Inter	540.00	15010	Plumbing Insula	10,120.00	10,120.00	9,814.00	202.40	-	-	9,816.40	97%	303.60	20.24	981.64
Jeff S	540.00	15010	Plumbing Insula	77,788.00	77,788.00	77,788.00	-	-	-	77,788.00	100%	-	-	7,778.80
E&E	540.00	15010	Plumbing Insula	-	-	-	-	-	-	-	#DIV/0!	-	-	-
Inter	-		Plumbing 2nd F	-	-	-	-	-	-	-	#DIV/0!	-	-	-
Inter	541.00	15010	Plumbing A/G V	73,093.00	73,093.00	71,631.14	1,461.86	-	-	73,093.00	100%	-	146.19	7,309.30
Inter	542.00	15010	Plumbing Drain	7,232.50	7,232.50	7,087.85	144.64	-	-	7,232.50	100%	-	14.46	723.25
Inter	543.00	15010	Plumbing A/G S	18,476.00	18,476.00	18,106.48	369.52	-	-	18,476.00	100%	-	36.95	1,847.60
Inter	544.00	15010	Plumbing A/G D	79,331.00	79,331.00	77,744.38	1,586.62	-	-	79,331.00	100%	-	158.66	7,933.10
Inter	545.00	15010	Plumbing A/G G	31,071.00	31,071.00	30,449.58	621.42	-	-	31,071.00	100%	-	62.14	3,107.10
Inter	546.00	15010	Plumbing Tubs	37,040.00	37,040.00	33,336.00	3,704.00	-	-	37,040.00	100%	-	370.40	3,704.00
Inter	547.00	15010	Plumbing Pictur	55,513.00	55,513.00	38,859.10	16,653.90	-	-	55,513.00	100%	-	1,665.39	5,551.30
Inter	548.00	15010	Plumbing Equip	15,975.00	15,975.00	15,176.25	798.75	-	-	15,975.00	100%	-	79.88	1,597.50
Inter	549.00	15010	Plumbing Cond	5,584.00	5,584.00	5,472.32	111.68	-	-	5,584.00	100%	-	11.17	558.40
Inter	550.00	15010	Plumbing Testir	8,566.00	8,566.00	7,709.40	171.32	-	-	7,880.72	92%	685.28	17.13	788.07
Inter	551.00	15010	Plumbing Identi	2,112.00	2,112.00	-	-	-	-	-	0%	2,112.00	-	-
Inter	552.00	15010	Plumbing Insula	10,120.00	10,120.00	9,814.00	202.40	-	-	9,816.40	97%	303.60	20.24	981.64
Jeff S	552.00	15010	Plumbing Insula	83,075.80	83,075.80	83,075.80	-	-	-	83,075.80	100%	(0.00)	-	8,307.58
E&E	552.00	15010	Plumbing Insula	-	-	-	-	-	-	-	#DIV/0!	-	-	-
Inter	-		Plumbing 3rd Fl	-	-	-	-	-	-	-	#DIV/0!	-	-	-
Inter	553.00	15010	Plumbing A/G V	73,093.00	73,093.00	69,438.35	1,461.86	-	-	70,900.21	97%	2,192.79	146.19	7,090.02
Inter	554.00	15010	Plumbing Drain	7,232.50	7,232.50	7,087.85	144.66	-	-	7,232.50	100%	-	14.47	723.25
Inter	555.00	15010	Plumbing A/G S	18,476.00	18,476.00	17,552.20	369.52	-	-	17,921.72	97%	554.28	36.90	1,792.17
Inter	556.00	15010	Plumbing A/G D	79,331.00	79,331.00	75,364.45	1,586.62	-	-	76,951.07	97%	2,379.93	158.65	7,695.11
Inter	557.00	15010	Plumbing A/G G	31,071.00	31,071.00	27,963.90	-	-	-	27,963.90	90%	3,107.10	-	2,796.39
Inter	558.00	15010	Plumbing Tubs	37,040.00	37,040.00	29,632.00	740.80	-	-	30,372.80	82%	6,667.20	74.08	3,037.28
Inter	559.00	15010	Plumbing Pictur	55,513.00	55,513.00	33,307.80	22,205.20	-	-	55,513.00	100%	-	2,220.52	5,551.30

CAMCO-MW-01277

APCO-TR-EX0163-0026

	A.1		B	C		D	E	F	G	H	I	J	K	L
	ITEM NO.		DESCRIPTION OF	SCHEDULED VALUE	REVISED SCHEDULE	WORK COMPLETED FROM PREVIOUS APPLICATIONS	WORK COMPLETED THIS PERIOD	MATERIALS STORED THIS PERIOD	MATERIALS STORED CURRENT TOTAL STORED	TOTAL COMPLETED AND STORED	PERCENTAGE COMPLETE	BALANCE TO FINISH	CURRENT RETENTION WITHHELD	TOTAL RETENTION WITHHELD
Inter	560.00	15010	Plumbing Equip	15,975.00	15,975.00	15,176.25	798.75	-	-	15,975.00	100%	-	79.88	1,597.50
Inter	561.00	15010	Plumbing Cond	5,584.00	5,584.00	5,025.60	111.68	-	-	5,137.28	92%	446.72	11.17	513.73
Inter	562.00	15010	Plumbing Testi	8,566.00	8,566.00	6,832.80	171.32	-	-	7,024.12	82%	1,541.88	17.13	702.41
Inter	563.00	15010	Plumbing Ident	2,112.00	2,112.00	-	-	-	-	-	0%	2,112.00	-	-
Inter	564.00	15010	Plumbing Insula	10,120.00	10,120.00	9,614.00	202.40	-	-	9,816.40	97%	303.60	20.24	981.64
Jeff I	564.00	15010	Plumbing Insula	62,857.00	62,857.00	62,857.00	-	-	-	62,857.00	100%	-	-	6,285.70
E&E	564.00	15010	Plumbing Insula	-	-	-	-	-	-	-	#DIV/0!	-	-	-
Inter	-		Plumbing 4th Fl	-	-	-	-	-	-	-	#DIV/0!	-	-	-
Inter	565.00	15010	Plumbing A/G V	73,093.00	73,093.00	71,631.14	1,461.86	-	-	73,093.00	100%	-	146.19	7,309.30
Inter	566.00	15010	Plumbing Drain	7,232.50	7,232.50	7,087.85	144.65	-	-	7,232.50	100%	-	14.47	723.25
Inter	567.00	15010	Plumbing A/G S	18,476.00	18,476.00	17,562.20	369.52	-	-	17,931.72	97%	554.28	36.95	1,792.17
Inter	568.00	15010	Plumbing A/G D	79,331.00	79,331.00	75,364.45	1,586.62	-	-	76,951.07	97%	2,379.93	158.66	7,695.11
Inter	569.00	15010	Plumbing A/G G	31,671.00	31,671.00	29,517.45	621.42	-	-	30,138.87	97%	932.13	62.14	3,013.89
Inter	570.00	15010	Plumbing Tube	37,040.00	37,040.00	29,632.00	740.80	-	-	30,372.80	82%	6,667.20	74.08	3,037.28
Inter	571.00	15010	Plumbing Fixtur	55,513.00	55,513.00	11,102.60	-	-	-	11,102.60	20%	44,410.40	-	1,110.26
Inter	572.00	15010	Plumbing Equip	15,975.00	15,975.00	7,987.50	-	-	-	7,987.50	50%	7,987.50	-	798.75
Inter	573.00	15010	Plumbing Cond	5,584.00	5,584.00	5,472.32	111.68	-	-	5,584.00	100%	-	11.17	558.40
Inter	574.00	15010	Plumbing Testi	8,566.00	8,566.00	8,137.70	171.32	-	-	8,309.02	97%	256.98	17.13	830.90
Inter	575.00	15010	Plumbing Ident	2,112.00	2,112.00	-	-	-	-	-	0%	2,112.00	-	-
Inter	576.00	15010	Plumbing Insula	10,120.00	10,120.00	9,614.00	202.40	-	-	9,816.40	97%	303.60	20.24	981.64
Jeff I	576.00	15010	Plumbing Insula	7,881.20	7,881.20	7,881.20	-	-	-	7,881.20	100%	-	-	788.12
E&E	576.00	15010	Plumbing Insula	-	-	-	-	-	-	-	#DIV/0!	-	-	-
helix	577.00	16000	Electrical Engin	25,834.00	25,834.00	13,950.00	-	-	-	13,950.00	54%	11,884.00	-	1,395.00
helix	578.00	16000	Electrical Mobil	10,000.00	10,000.00	10,000.00	-	-	-	10,000.00	100%	-	-	1,000.00
helix	579.00	16000	Electrical Office	20,000.00	20,000.00	16,000.00	-	-	-	16,000.00	80%	4,000.00	-	1,600.00
helix	580.00	16000	Electrical Proj S	12,500.00	12,500.00	12,500.00	-	-	-	12,500.00	100%	-	-	1,250.00
helix	581.00	16000	Electrical Permi	10,833.00	10,833.00	10,833.32	-	-	-	10,833.32	100%	(0.32)	-	1,083.33
helix	582.00	16000	Electrical Subm	1,666.00	1,666.00	1,666.00	-	-	-	1,666.00	100%	-	-	166.60
helix	583.00	16000	Electrical Super	20,000.00	20,000.00	20,000.00	-	-	-	20,000.00	100%	-	-	2,000.00
helix	584.00	16000	Electrical Light	106,000.00	106,000.00	106,000.00	-	-	-	106,000.00	100%	-	-	10,600.00
helix	585.00	16000	Electrical Distri	83,000.00	83,000.00	83,000.00	-	-	-	83,000.00	100%	-	-	8,300.00
helix	586.00	16000	Electrical Low V	50,000.00	50,000.00	47,500.00	-	-	-	47,500.00	95%	2,500.00	-	4,750.00

CAMCO-MW 01275

APCO-TR-EX0163-0027

A.1		B	C		D	E	F	G	H	I	J	K	L
					WORK COMPLETED		MATERIALS STORED						
ITEM NO.	DESCRIPTION OF		SCHEDULED VALUE	REVISED SCHEDULE	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
Creat	586.00	16000	Creative home t	45,040.00	45,040.00	40,716.00	-	-	-	40,716.00	90%	4,324.00	-	4,071.60
helix	587.00	16000	Electrical Under	85,000.00	85,000.00	83,000.00	-	-	-	83,000.00	98%	2,000.00	-	8,300.00
helix	588.00	16000	Electrical Garag	400,000.00	400,000.00	390,000.00	-	-	-	390,000.00	98%	10,000.00	-	39,000.00
helix	589.00	16000	Electrical 1st Fl	75,000.00	75,000.00	73,250.00	-	-	-	73,250.00	98%	1,750.00	-	7,325.00
helix	590.00	16000	Electrical 1st Fl	10,000.00	10,000.00	9,000.00	-	-	-	9,000.00	90%	1,000.00	-	900.00
helix	591.00	16000	Electrical 2nd F	75,000.00	75,000.00	73,250.00	-	-	-	73,250.00	98%	1,750.00	-	7,325.00
helix	592.00	16000	Electrical 2nd F	10,000.00	10,000.00	9,000.00	-	-	-	9,000.00	90%	1,000.00	-	900.00
helix	593.00	16000	Electrical 3rd Fl	75,000.00	75,000.00	73,250.00	-	-	-	73,250.00	98%	1,750.00	-	7,325.00
helix	594.00	16000	Electrical 3rd Fl	10,000.00	10,000.00	9,000.00	-	-	-	9,000.00	90%	1,000.00	-	900.00
helix	595.00	16000	Electrical 4th Fl	75,000.00	75,000.00	71,250.00	-	-	-	71,250.00	95%	3,750.00	-	7,125.00
helix	596.00	16000	Electrical 4th Fl	10,000.00	10,000.00	5,000.00	-	-	-	5,000.00	50%	5,000.00	-	500.00
Ste S	596.20	16000	Rough and Finis	33,600.00	33,600.00	-	-	-	-	-	0%	33,600.00	-	-
Cont	597.00	1000	Contractor Fee	480,135.30	480,135.30	480,135.30	-	-	-	480,135.30	100%	-	-	48,013.53
Cam	597.00	1000	Cameo Contrac	220,999.05	220,999.05	118,217.13	54,082.19	-	-	172,299.32	78%	48,399.73	-	-
Gem	597.00	1000	Gemstone Cons	229,449.75	229,449.75	223,311.47	-	-	-	223,311.47	97%	6,138.28	-	-
			BUILDIN	15,452,851.89	15,452,851.89	13,571,748.46	221,329.51	-	-	13,793,077.99	#DIV/0!	1,659,773.90	16,724.73	1,339,746.72
	BUILDING 9												
JP L	558.00	2900	Landscaping (	87,750.00	87,750.00	-	-	-		-	0%	87,750.00	-	-
Stan	599.00	5100	Reinforcing Ste	113,855.50	113,855.50	113,855.50	-	-		113,855.50	100%	(0.00)	-	11,385.55
Apac	559.00	5100	Reinforcing Ste	95,005.00	95,005.00	95,005.00	-	-		95,005.00	100%	-	-	9,500.50
eshe	600.00	5100	Reinforcing Ste	239,122.75	239,122.75	239,122.75	-	-		239,122.75	100%	-	-	23,912.28
Apac	600.00	5100	Reinforcing Ste	180,000.00	180,000.00	180,000.00	-	-		180,000.00	100%	-	-	18,000.00
Conc	601.00	3300	Concrete Excav	127,500.00	127,500.00	127,500.00	-	-		127,500.00	100%	-	-	12,750.00
Conc	602.00	3300	Concrete Place	160,000.00	160,000.00	160,000.00	-	-		160,000.00	100%	-	-	16,000.00
Conc	603.00	3300	Concrete Form	300,000.00	300,000.00	300,000.00	-	-		300,000.00	100%	-	-	30,000.00
Conc	604.00	3300	Concrete Form	80,000.00	80,000.00	80,000.00	-	-		80,000.00	100%	-	-	8,000.00
Conc	605.00	3300	Concrete Place	160,000.00	160,000.00	160,000.00	-	-		160,000.00	100%	-	-	16,000.00
Conc	606.00	3300	Concrete Form	360,000.00	360,000.00	360,000.00	-	-		360,000.00	100%	-	-	36,000.00
-Tm g	607.00	3300	Lt Weight conc	194,015.00	194,015.00	110,028.35	-	-		110,028.35	57%	83,986.65	-	11,002.84
Titan	608.00	3450	Precast Concre	113,000.00	113,000.00	87,040.49	-	-		87,040.49	77%	25,959.51	-	8,704.05
Titan	609.00	3450	Precast Concre	113,000.00	113,000.00	87,040.49	-	-		87,040.49	77%	25,959.51	-	8,704.05
Titan	610.00	3450	Precast Concre	113,000.00	113,000.00	87,040.49	-	-		87,040.49	77%	25,959.51	-	8,704.05

CONFIDENTIAL-MW-012776

APCO-TR-EX0163-0028

A.1		B	C		D	E	F	G	H	I	J	K	L
					WORK COMPLETED		MATERIALS STORED						
ITEM NO.		DESCRIPTION OF	SCHEDULED VALUE	REVISED SCHEDULE	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
Titan	611.00	3450 Precast Concre	113,000.00	113,000.00	87,040.49	-	-		87,040.49	77%	25,959.51	-	8,704.05
tmg	612.00	4100 Masonry CMU	249,300.00	249,300.00	249,300.00	-	-		249,300.00	100%	-	-	24,930.00
Ftg	613.00	4100 Masonry Thin B	310,700.00	310,700.00	294,724.00	-	-		294,724.00	95%	15,976.00	-	29,472.40
Noor	613.10	5100 Ext. Metal Pane	267,237.00	267,237.00	267,237.00	-	-		267,237.00	100%	-	-	26,723.70
Noor	613.20	5100 Ext. Metal Rail	45,000.00	45,000.00	45,000.00	-	-		45,000.00	100%	-	-	4,500.00
Noor	613.30	5100 Ext. Spires	45,000.00	45,000.00	40,550.00	-	-		40,550.00	90%	4,450.00	-	4,055.00
Noor	613.40	5100 Balcony Post	100,000.00	100,000.00	100,000.00	-	-		100,000.00	100%	-	-	10,000.00
Noor	613.50	5100 Balcony Embed	67,000.00	67,000.00	67,000.00	-	-		67,000.00	100%	-	-	6,700.00
Noor	613.60	5100 Balcony Rails	200,000.00	200,000.00	190,000.00	-	-		190,000.00	95%	10,000.00	-	19,000.00
Noor	613.70	5100 Exterior Roof C	39,000.00	39,000.00	29,250.00	-	-		29,250.00	75%	9,750.00	-	2,925.00
Noor	613.80	5100 Exterior Base Fl	10,000.00	10,000.00	10,000.00	-	-		10,000.00	100%	-	-	1,000.00
Noor	613.90	5100 Shop Drawings	10,278.00	10,278.00	10,278.00	-	-		10,278.00	100%	(1.00)	-	1,027.80
DMI	614.00	6415 Granite / Marble	124,088.58	124,088.58	73,281.00	-	-		73,281.00	59%	50,807.58	-	7,328.10
Nava	615.00	5100 Miscellaneous S	51,283.70	51,283.70	51,283.70	-	-		51,283.70	100%	-	-	5,128.37
Gilbe	625.00	6200 Doors & Trim - I	3,000.00	3,000.00	3,000.00	-	-		3,000.00	100%	-	-	300.00
Noor	615.00	5100 Miscellaneous S	-	-	-	-	-		-	#DIV/0!	-	-	-
TBD	615.10	5100 Misc. Steel	75,000.00	75,000.00	-	-	-		-	0%	75,000.00	-	-
zstm	616.00	6100 Framing - 1st Le	199,015.00	199,015.00	199,015.00	-	-		199,015.00	100%	-	-	19,901.50
zstm	617.00	6100 Framing - 1st Le	245,918.00	245,918.00	245,918.00	-	-		245,918.00	100%	-	-	24,591.80
zstm	618.00	6100 Framing - 2nd L	177,141.00	177,141.00	177,141.00	-	-		177,141.00	100%	-	-	17,714.10
zstm	619.00	6100 Framing - 2nd L	229,547.00	229,547.00	229,547.00	-	-		229,547.00	100%	-	-	22,954.70
zstm	620.00	6100 Framing - 3rd L	177,141.00	177,141.00	177,141.00	-	-		177,141.00	100%	-	-	17,714.10
zstm	621.00	6100 Framing - 3rd L	226,039.00	226,039.00	226,039.00	-	-		226,039.00	100%	-	-	22,603.90
zstm	622.00	6100 Framing - 4th L	162,032.00	162,032.00	162,032.00	-	-		162,032.00	100%	-	-	16,203.20
zstm	623.00	6100 Framing - 4th L	146,941.00	146,941.00	146,941.00	-	-		146,941.00	100%	-	-	14,694.10
zstm	624.00	6100 Framing - Roof	61,646.00	61,646.00	61,646.00	-	-		61,646.00	100%	-	-	6,164.60
zstm	625.00	6100 Framing - Roof	179,580.00	179,580.00	179,580.00	-	-		179,580.00	100%	-	-	17,958.00
DMI	626.00	6200 Doors & Trim - I	339,197.50	339,197.50	303,695.50	-	-		303,695.50	90%	35,502.00	-	30,369.55
Cabi	626.00	6200 Cabinetes billed	-	-	90,535.00	-	-		90,535.00	#DIV/0!	(90,535.00)	-	9,053.50
Gilbe	626.00	6200 Doors & Trim - I	-	-	-	-	-		-	#DIV/0!	-	-	-
Pace	626.00	6200 Doors & Trim - I	-	-	-	-	-		-	#DIV/0!	-	-	-
PDM	626.10	6200 Doors & Trim - I	86,864.00	86,864.00	81,864.00	-	-		81,864.00	94%	5,000.00	-	8,186.40

CAMC-CMM-01727

APCO-TR-EX0163-0029

A.1	I	B	C		D	E	F	G	H	I	J	K	L
					WORK COMPLETED		MATERIALS STORED						
ITEM NO.	DESCRIPTION OF		SCHEDULED VALUE	REVISED SCHEDULE	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
Cabi	626.20	6200	Cabinets	264,395.00	264,395.00	205,496.30	-	-		205,496.30	78%	58,898.70	-	20,549.63
Insul	627.00	7220	Insulation-Fire C	125,150.00	125,150.00	95,915.00	-	-		95,915.00	77%	29,235.00	-	9,591.50
pro	628.00	7720	Flashing	157,736.00	157,736.00	156,139.82	-	-		156,139.82	99%	1,378.18	-	15,615.98
Stee	629.00	7100	Waterproofing	123,797.50	123,797.50	46,178.00	-	-		46,178.00	37%	77,827.50	-	4,617.80
Cast	629.00	7100	Waterproofing	-	-	-	-	-		-	#DIV/0!	-	-	-
stuc	630.00	7240	Stucco	391,550.00	391,550.00	391,550.00	-	-		391,550.00	100%	-	-	39,155.00
Util	630.10	7240	Shower Doors a	39,966.00	39,966.00	-	-	-		-	0%	39,966.00	-	-
whol	631.00	8560	Windows - Mate	238,172.00	238,172.00	238,172.00	-	-		238,172.00	100%	-	-	23,817.20
Apoc	631.10	8560	Windows - Mate	-	-	-	-	-		-	#DIV/0!	-	-	-
Tri-C	633.00	9200	Drywall -Genera	890,132.50	890,132.50	890,132.50	-	-		890,132.50	100%	-	-	89,013.25
Colo	633.00	9200	-	198,870.25	198,870.25	-	-	-		-	0%	198,870.25	-	-
Carp	633.00	9600	Flooring	418,698.00	418,698.00	255,690.00	15,300.00	-		270,990.00	65%	147,708.00	1,530.00	27,099.00
Buck	634.00	9900	Painting	447,822.00	447,822.00	313,475.40	-	-		313,475.40	70%	134,346.60	-	31,347.54
whit	635.00	11000	Appliances(Buc	125,216.19	125,216.19	-	-	-		-	0%	125,216.19	-	-
Hanc	635.10	11000	Trashchutes	7,800.00	7,800.00	-	-	-		-	0%	7,800.00	-	-
Hanc	635.20	11000	Toilet accessori	46,678.00	46,678.00	-	12,030.00	-		12,030.00	26%	34,648.00	1,203.00	1,203.00
Fire	635.30	11000	Fire Extinguishe	9,000.00	9,000.00	-	-	-		-	0%	9,000.00	-	-
Hanc	635.40	11000	Signage	18,690.60	18,690.60	-	-	-		-	0%	18,690.60	-	-
Hyra	636.00	14200	Elevators	274,926.00	274,926.00	265,531.00	-	-		265,531.00	97%	9,395.00	-	26,553.10
Apoc	636.00	14200	Elevators	-	-	-	-	-		-	#DIV/0!	-	-	-
E&E	636.10	15010	Fire Protection	34,800.00	34,800.00	34,800.00	-	-		34,800.00	100%	-	-	3,480.00
E&E	636.20	15010	Fire Protection	37,370.00	37,370.00	37,370.00	-	-		37,370.00	100%	-	-	3,737.00
E&E	636.30	15010	Overhead Roug	633,986.00	633,986.00	633,986.00	-	-		633,986.00	100%	-	-	63,398.60
E&E	636.40	15010	Finish and Trim	108,750.00	108,750.00	87,000.00	-	-		87,000.00	80%	21,750.00	-	8,700.00
E&E	636.50	15010	Testing Fir P-9	14,250.00	14,250.00	-	-	-		-	0%	14,250.00	-	-
E&E	636.60	15010	Demo-Standpip	4,000.00	4,000.00	4,000.00	-	-		4,000.00	100%	-	-	400.00
E&E	636.70	15010	Fire Protection	6,300.00	6,300.00	6,300.00	-	-		6,300.00	100%	-	-	630.00
E&E	636.80	15010	Overhead Roug	85,911.00	85,911.00	85,911.00	-	-		85,911.00	100%	-	-	8,591.10
E&E	636.90	15010	Finish and Trim	5,000.00	5,000.00	5,000.00	-	-		5,000.00	100%	-	-	500.00
Mec	637.00	1500	Mechanical Mol	12,500.00	12,500.00	10,500.00	-	-		10,500.00	84%	2,000.00	-	1,050.00
E&E	637.10	15010	Testing - Standp	4,000.00	4,000.00	-	-	-		-	0%	4,000.00	-	-
Mec	638.00	1330	Mechanical Sub	1,125.00	1,125.00	1,125.00	-	-		1,125.00	100%	-	-	112.50

JA002642

APCO-TR-EX0163-0030

CVRCO-WM-0177

A	B		C	D	E	F	G	H	J	K	L
				WORK COMPLETED		MATERIALS STORED					
ITEM NO.	DESCRIPTION OF	SCHEDULED VALUE	REVISED SCHEDULE	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
Initial	1310 Mechanical Gen	1,773.15	1,773.15	1,296.15				1,296.15	69%	477.00		129.60
Initial	1780 Mechanical Col	1,000.00	1,000.00						0%	1,000.00		
Initial	HVAC 1st Floor								#DIV/0!			
Initial	15020 HVAC Perim	3,200.00	3,200.00	3,200.00				3,200.00	100%			320.00
Initial	15030 HVAC PreRock	24,618.40	24,618.40	24,618.40				24,618.40	100%			2,461.84
Initial	15040 HVAC FAU Mid	19,694.72	19,694.72	19,694.72				19,694.72	100%			1,969.47
Initial	15050 HVAC Rough In	18,694.72	18,694.72	18,694.72				18,694.72	100%			1,869.47
Initial	15060 HVAC Ductwork	19,694.72	19,694.72	19,694.72				19,694.72	100%			1,969.47
Initial	15070 HVAC Set Cool	4,923.68	4,923.68	4,923.68				4,923.68	100%			492.37
Initial	15080 HVAC Set Trim	4,923.68	4,923.68						0%	4,923.68		
Initial	15090 HVAC StartUp	4,923.68	4,923.68						0%	4,923.68		
Initial	HVAC 2nd Floor								#DIV/0!			
Initial	15010 HVAC Pre Rock	24,618.40	24,618.40	24,618.40				24,618.40	100%			2,461.84
Initial	15020 HVAC Set Trim	4,923.68	4,923.68						0%	4,923.68		
Initial	15030 HVAC FAU Mid	19,694.72	19,694.72	19,694.72				19,694.72	100%			1,969.47
Initial	15040 HVAC Rough In	19,694.72	19,694.72	19,694.72				19,694.72	100%			1,969.47
Initial	15050 HVAC Ductwork	19,694.72	19,694.72	19,694.72				19,694.72	100%			1,969.47
Initial	15060 HVAC Set Cool	4,923.68	4,923.68	4,923.68				4,923.68	100%			492.37
Initial	15070 HVAC Set Trim	4,923.68	4,923.68						0%	4,923.68		
Initial	15080 HVAC StartUp	4,923.68	4,923.68						0%	4,923.68		
Initial	HVAC 3rd Floor								#DIV/0!			
Initial	15020 HVAC Pre-Rock	24,618.40	24,618.40	24,618.40				24,618.40	100%			2,461.84
Initial	15030 HVAC FAU Mid	19,694.72	19,694.72	19,694.72				19,694.72	100%			1,969.47
Initial	15040 HVAC Rough In	19,694.72	19,694.72	19,694.72				19,694.72	100%			1,969.47
Initial	15050 HVAC Ductwork	19,694.72	19,694.72	19,694.72				19,694.72	100%			1,969.47
Initial	15060 HVAC Set Cool	4,923.68	4,923.68	4,923.68				4,923.68	100%			492.37
Initial	15070 HVAC Set Trim	4,923.68	4,923.68						0%	4,923.68		
Initial	15080 HVAC StartUp	4,923.68	4,923.68						0%	4,923.68		
Initial	HVAC 4th Floor								#DIV/0!			
Initial	15020 HVAC Pre Rock	24,618.40	24,618.40	24,618.40				24,618.40	100%			2,461.84
Initial	15030 HVAC FAU Mid	19,694.72	19,694.72	19,694.72				19,694.72	100%			1,969.47
Initial	15040 HVAC Rough In	18,694.72	18,694.72	18,290.24	404.48			18,694.72	100%	404.48	40.37	2,504.25
Initial	15050 HVAC Ductwork	19,694.72	19,694.72	19,694.72				19,694.72	100%			1,969.47

CAMCO-MW 01279

	A.1		B	C		D	E	F	G	H	I	J	K	L
						WORK COMPLETED		MATERIALS STORED						
	ITEM NO.		DESCRIPTION OF	SCHEDULED VALUE	REVISED SCHEDULE	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
Inter	667.00	15020	HVAC Set Conc	4,923.68	4,923.68	4,923.68	-	-		4,923.68	100%	-	-	492.37
Inter	668.00	15020	HVAC Set Trim	4,923.68	4,923.68	-	-	-		-	0%	4,923.68	-	-
Inter	669.00	15020	HVAC Start-Up	4,923.68	4,923.68	-	-	-		-	0%	4,923.68	-	-
Inter	-		HVAC Commer	-	-	-	-	-		-	#DIV/0!	-	-	-
Inter	670.00	15020	HVAC Pre-Roof	31,688.87	31,688.87	31,688.87	-	-		31,688.87	100%	-	-	3,168.89
Inter	671.00	15020	HVAC FAU Mot	25,351.13	25,351.13	25,351.13	-	-		25,351.13	100%	-	-	2,535.11
Inter	672.00	15020	HVAC Roopt D	25,351.13	25,351.13	22,816.02	-	-		22,816.02	90%	2,535.11	-	2,281.60
Inter	673.00	15020	HVAC Condens	25,351.13	25,351.13	12,675.46	-	-		12,675.46	50%	12,675.67	-	1,267.55
Inter	674.00	15020	HVAC Set Conc	6,337.78	6,337.78	6,337.78	-	-		6,337.78	100%	-	-	633.78
Inter	675.00	15020	HVAC Set Trim	6,337.78	6,337.78	-	-	-		-	0%	6,337.78	-	-
Inter	676.00	15020	HVAC Start-Up	6,337.78	6,337.78	-	-	-		-	0%	6,337.78	-	-
Inter	-		Plumbing Belov	-	-	-	-	-		-	#DIV/0!	-	-	-
Inter	677.00	15010	Plumbing Perm	8,535.00	8,535.00	8,364.30	170.70	-		8,535.00	100%	-	17.07	853.50
Inter	678.00	15010	Plumbing Exca	62,400.00	62,400.00	61,152.00	1,248.00	-		62,400.00	100%	-	124.80	6,240.00
Inter	679.00	15010	Plumbing UG S	25,935.00	25,935.00	25,416.30	518.70	-		25,935.00	100%	-	51.87	2,593.50
Inter	680.00	15010	Plumbing UG S	6,285.00	6,285.00	6,159.30	125.70	-		6,285.00	100%	-	12.57	628.50
Inter	681.00	15010	Precast Structu	9,128.00	9,128.00	8,945.40	182.56	-		9,127.96	100%	0.04	18.26	912.80
E&E	681.00	15010	Billed $2.4K to	-	-	-	-	-		-	#DIV/0!	-	-	-
Inter	-		Plumbing 1st P	-	-	-	-	-		-	#DIV/0!	-	-	-
Inter	682.00	15010	Plumbing A/G V	73,083.00	73,083.00	71,631.14	1,461.86	-		73,083.00	100%	-	146.19	7,308.30
Inter	683.00	15010	Plumbing Drain	7,232.50	7,232.50	7,087.87	144.63	-		7,232.50	100%	-	14.46	723.25
Inter	684.00	15010	Plumbing Sleev	55,963.00	55,963.00	54,843.74	1,119.26	-		55,963.00	100%	-	111.93	5,596.30
Inter	685.00	15010	Plumbing A/G S	18,478.00	18,478.00	18,106.48	369.52	-		18,476.00	100%	-	36.95	1,847.60
Inter	686.00	15010	Plumbing A/G D	79,331.00	79,331.00	77,744.38	1,586.62	-		79,331.00	100%	-	158.66	7,933.10
Inter	687.00	15010	Plumbing A/G G	31,071.00	31,071.00	30,449.58	621.42	-		31,071.00	100%	-	62.14	3,107.10
Inter	688.00	15010	Plumbing Tubs	37,040.00	37,040.00	33,336.00	3,704.00	-		37,040.00	100%	-	370.40	3,704.00
Inter	689.00	15010	Plumbing Fixtur	55,513.00	55,513.00	44,410.40	11,102.60	-		55,513.00	100%	-	1,110.26	5,551.30
Inter	690.00	15010	Plumbing Equip	15,975.00	15,975.00	15,176.25	798.75	-		15,975.00	100%	-	79.88	1,597.50
Inter	691.00	15010	Plumbing Cond	5,584.00	5,584.00	5,472.32	111.68	-		5,584.00	100%	-	11.17	558.40
Inter	692.00	15010	Plumbing Temp	8,566.00	8,566.00	8,137.70	171.32	-		8,309.02	97%	256.98	17.13	830.90
Inter	693.00	15010	Plumbing Ident	2,112.00	2,112.00	-	-	-		-	0%	2,112.00	-	-
Inter	694.00	15010	Plumbing Insula	10,120.00	10,120.00	9,614.00	506.00	-		10,120.00	100%	-	50.60	1,012.00

APCO-TR-EX0163-0032

APCO-MW-01280

JA002644

A.1		B	C		D	E	F	G	H	I	J	K	L
					WORK COMPLETED		MATERIALS STORED						
ITEM NO.	DESCRIPTION OF		SCHEDULED VALUE	REVISED SCHEDULE	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
Jeff	694.00	15010	Plumbing Insula	75,375.00	75,375.00	-	-		75,375.00	100%	-	-	7,537.50
E&E	694.00	15010	Plumbing Insula	-	-	-	-		-	#DIV/0!	-	-	-
Inter	-		Plumbing 2nd F	-	-	-	-		-	#DIV/0!	-	-	-
Inter	695.00	15010	Plumbing A/G W	73,093.00	73,093.00	71,631.14	1,461.86	-	73,093.00	100%	-	146.19	7,309.30
Inter	696.00	15010	Plumbing Drain	7,232.50	7,232.50	7,087.85	144.64	-	7,232.50	100%	-	14.46	723.25
Inter	697.00	15010	Plumbing A/G S	18,478.00	18,478.00	18,105.48	369.52	-	18,478.00	100%	-	36.95	1,847.80
Inter	698.00	15010	Plumbing A/G D	79,331.00	79,331.00	77,744.38	1,586.62	-	79,331.00	100%	-	158.66	7,933.10
Inter	699.00	15010	Plumbing A/G G	31,071.00	31,071.00	30,449.58	621.42	-	31,071.00	100%	-	62.14	3,107.10
Inter	700.00	15010	Plumbing Tubs	37,040.00	37,040.00	33,336.00	740.80	-	34,076.80	92%	2,963.20	74.08	3,407.68
Inter	701.00	15010	Plumbing Fixtur	55,513.00	55,513.00	41,634.75	13,878.25	-	55,513.00	100%	-	1,387.83	8,561.30
Inter	702.00	15010	Plumbing Equip	15,975.00	15,975.00	14,377.50	1,597.50	-	15,975.00	100%	-	159.75	1,597.50
Inter	703.00	15010	Plumbing Cond	5,564.00	5,564.00	5,472.32	111.68	-	5,584.00	100%	-	11.17	558.40
Inter	704.00	15010	Plumbing Textu	8,565.00	8,565.00	8,137.70	171.32	-	8,309.02	97%	255.98	17.13	830.90
Inter	705.00	15010	Plumbing Ident	2,112.00	2,112.00	-	-	-	-	0%	2,112.00	-	-
Inter	706.00	15010	Plumbing Insula	10,120.00	10,120.00	9,614.00	202.40	-	9,816.40	97%	303.60	20.24	981.64
E&E	705.00	15010	Plumbing Insula	-	-	-	-	-	-	#DIV/0!	-	-	-
Jeff	705.00	15010	Plumbing Insula	81,375.00	81,375.00	81,375.00	-	-	81,375.00	100%	-	-	8,137.50
-	-		Plumbing 3rd Fl	-	-	-	-	-	-	#DIV/0!	-	-	-
Inter	707.00	15010	Plumbing A/G W	73,093.00	73,093.00	71,631.14	1,461.86	-	73,093.00	100%	-	146.18	7,309.36
Inter	708.00	15010	Plumbing Drain	7,232.50	7,232.50	6,870.88	144.65	-	7,015.53	97%	216.97	14.47	701.55
Inter	709.00	15010	Plumbing A/G S	18,478.00	18,478.00	17,562.20	369.52	-	17,931.72	97%	554.28	36.95	1,792.17
Inter	710.00	15010	Plumbing A/G D	79,331.00	79,331.00	75,364.43	1,586.62		76,951.07	97%	2,379.93	158.66	7,695.11
Inter	711.00	15010	Plumbing A/G G	31,071.00	31,071.00	29,517.45	621.42	-	30,138.87	97%	933.13	62.14	3,013.89
Inter	712.00	15010	Plumbing Tubs	37,040.00	37,040.00	33,336.00	740.80	-	34,076.80	92%	2,963.20	74.08	3,407.68
Inter	713.00	15010	Plumbing Fixtur	55,513.00	55,513.00	33,307.80	13,878.25	-	47,186.05	85%	8,326.95	1,387.83	4,718.61
Inter	714.00	15010	Plumbing Equip	15,975.00	15,975.00	14,377.50	1,597.50	-	15,975.00	100%	-	159.75	1,597.50
Inter	715.00	15010	Plumbing Cond	5,564.00	5,564.00	5,472.32	111.68	-	5,584.00	100%	-	11.17	558.40
Inter	716.00	15010	Plumbing Textu	8,565.00	8,565.00	8,137.70	171.32	-	8,309.02	97%	255.98	17.13	830.90
Inter	717.00	15010	Plumbing Ident	2,112.00	2,112.00	-	-	-	-	0%	2,112.00	-	-
Inter	718.00	15010	Plumbing Insula	10,120.00	10,120.00	9,614.00	202.40	-	9,816.40	97%	303.60	20.24	981.64
E&E	718.00	15010	Plumbing Insula	-	-	-	-	-	-	#DIV/0!	-	-	-
Jeff	718.00	15010	Plumbing Insula	74,375.00	74,375.00	74,375.00	-	-	74,375.00	100%	-	-	7,437.50

JA002645

APCO-TR-EX0163-0033

CAMCO-MW-01281

A.1		B	C		D	E	F	G	H	I	J	K	L
					WORK COMPLETED		MATERIALS STORED						
ITEM NO.		DESCRIPTION OF	SCHEDULED VALUE	REVISED SCHEDULE	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
-	-	Plumbing 4th Fl	-	-	-	-	-		-	#DIV/0!	-	-	-
Inter	719.00	15010 Plumbing A/G Y	73,093.00	73,093.00	71,631.14	1,461.86	-		73,093.00	100%	-	146.19	7,309.30
Inter	720.00	15010 Plumbing Drain	7,232.50	7,232.50	7,087.86	144.65	-		7,232.51	100%	(0.01)	14.47	723.25
Inter	721.00	15010 Plumbing A/G S	18,476.00	18,476.00	18,106.48	369.52	-		18,476.00	100%	-	36.95	1,847.60
Inter	722.00	15010 Plumbing A/G D	79,331.00	79,331.00	77,744.38	1,586.62	-		79,331.00	100%	-	158.66	7,933.10
Inter	723.00	15010 Plumbing A/G D	31,071.00	31,071.00	30,449.58	621.42	-		31,071.00	100%	-	62.14	3,107.10
Inter	724.00	15010 Plumbing Tubs	37,040.00	37,040.00	35,188.00	740.80	-		35,928.80	97%	1,111.20	74.08	3,592.88
Inter	725.00	15010 Plumbing Fixtur	55,513.00	55,513.00	30,532.15	-	-		30,532.15	55%	24,980.85	-	3,053.22
Inter	726.00	15010 Plumbing Equip	15,975.00	15,975.00	15,176.25	-	-		15,176.25	95%	798.75	-	1,517.63
Inter	727.00	15010 Plumbing Cond	5,584.00	5,584.00	5,472.32	111.68	-		5,584.00	100%	-	11.17	558.40
Inter	728.00	15010 Plumbing Testir	8,566.00	8,566.00	8,137.70	171.32	-		8,309.02	97%	256.98	17.13	830.90
Inter	729.00	15010 Plumbing Identi	2,112.00	2,112.00	-	-	-		-	0%	2,112.00	-	-
Inter	730.00	15010 Plumbing Insula	10,120.00	10,120.00	9,514.00	302.40	-		9,816.40	97%	303.60	20.24	981.64
E&E	730.00	15010 Plumbing Insula	-	-	-	-	-		-	#DIV/0!	-	-	-
Jeff	730.00	15010 Plumbing Insula	80,450.00	80,450.00	80,450.00	-	-		80,450.00	100%	-	-	8,045.00
-	-	Electrical	-	-	-	-	-		-	#DIV/0!	-	-	-
helix	731.00	16000 Electrical Engin	25,834.00	25,834.00	13,950.00	-	-		13,950.00	54%	11,884.00	-	1,395.00
helix	732.00	16000 Electrical Mobil	10,000.00	10,000.00	10,000.00	-	-		10,000.00	100%	-	-	1,000.00
helix	733.00	16000 Electrical Office	20,000.00	20,000.00	16,000.00	-	-		16,000.00	80%	4,000.00	-	1,600.00
helix	734.00	16000 Electrical Proj E	12,500.00	12,500.00	12,500.00	-	-		12,500.00	100%	-	-	1,250.00
helix	735.00	16000 Electrical Permi	10,833.00	10,833.00	10,833.32	-	-		10,833.32	100%	(0.32)	-	1,083.33
helix	736.00	16000 Electrical Subm	1,666.00	1,666.00	1,666.00	-	-		1,666.00	100%	-	-	166.60
helix	737.00	16000 Electrical Super	20,000.00	20,000.00	20,000.00	-	-		20,000.00	100%	-	-	2,000.00
helix	738.00	16000 Electrical Light	108,000.00	108,000.00	108,000.00	-	-		108,000.00	100%	-	-	10,800.00
helix	739.00	16000 Electrical Distri	83,000.00	83,000.00	83,000.00	-	-		83,000.00	100%	-	-	8,300.00
helix	740.00	16000 Electrical Low V	50,000.00	50,000.00	47,500.00	-	-		47,500.00	95%	2,500.00	-	4,750.00
Creat	740.00	16000 Electrical Low V	45,040.00	45,040.00	36,392.00	-	-		36,392.00	81%	8,648.00	-	3,639.20
helix	741.00	16000 Electrical Under	85,000.00	85,000.00	83,000.00	-	-		83,000.00	98%	2,000.00	-	8,300.00
helix	743.00	16000 Electrical Garag	400,000.00	400,000.00	390,000.00	-	-		390,000.00	98%	10,000.00	-	39,000.00
helix	743.00	16000 Electrical 1st Fl	75,000.00	75,000.00	73,250.00	-	-		73,250.00	98%	1,750.00	-	7,325.00
helix	744.00	16000 Electrical 1st Fl	10,000.00	10,000.00	9,000.00	-	-		9,000.00	90%	1,000.00	-	900.00
helix	748.00	16000 Electrical 2nd F	75,000.00	75,000.00	73,250.00	-	-		73,250.00	98%	1,750.00	-	7,325.00

SUNCO-MW-0-1282

JA002646

APCO-TR-EX0163-0034

A.1		B	C		D	E	F	G	H	I	J	K	L
					WORK COMPLETED		MATERIALS STORED						
ITEM NO.		DESCRIPTION OF	SCHEDULED VALUE	REVISED SCHEDULE	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
helix	746.00	16000 Electrical 2nd F	10,000.00	10,000.00	9,000.00	-	-		9,000.00	90%	1,000.00	-	900.00
helix	747.00	16000 Electrical 3rd Fl	75,000.00	75,000.00	73,250.00	-	-		73,250.00	98%	1,750.00	-	7,325.00
helix	748.00	16000 Electrical 3rd Fl	10,000.00	10,000.00	9,000.00	-	-		9,000.00	90%	1,000.00	-	900.00
helix	749.00	16000 Electrical 4th Fl	75,000.00	75,000.00	71,250.00	-	-		71,250.00	95%	3,750.00	-	7,125.00
helix	750.00	16000 Electrical 4th Fl	10,000.00	10,000.00	5,000.00	-	-		5,000.00	50%	5,000.00	-	500.00
Six S	730.20	16000 Rough and Finis	33,600.00	33,600.00	-	-	-		-	0%	33,600.00	-	-
Cont	751.00	1000 Contractor Fee	496,515.00	496,515.00	496,515.00	-	-		496,515.00	100%	-	-	49,651.50
Cam	731.00	1000 Camco Contrac	220,699.05	220,699.05	109,555.13	13,546.30	-		123,101.43	56%	97,597.62	-	-
Gam	731.00	1000 Gamaleno Cont	228,449.75	228,449.75	138,047.15	-	-		138,047.15	60%	91,402.60	-	-
		BUILDIN	15,680,677.54	15,680,677.54	13,840,406.45	116,925.60	-	-	13,957,332.05	89%	1,723,345.48	10,337.93	1,369,818.35
	GRADING CHANGE ORDERS												
LVP	0001	Bladder Tank	59,306.20	59,306.20	50,835.60	-	-	-	50,835.60	86%	8,472.60	-	2,541.78
LVP	0002	Fire Hydrant Pa	446.78	446.78	425.60	-	-	-	425.60	95%	21.18	-	21.23
Apcc	0002-1	Fire Hydrant Pa	-	-	21.20	-	-	-	21.20	#DIV/0!	(21.20)	-	1.06
LVP	0003	Revisions Utility	88,338.72	88,338.72	84,132.20	-	-	-	84,132.20	95%	4,206.52	-	4,206.51
Apcc	0003-1	Revisions Utility	-	-	42.00	-	-	-	42.00	#DIV/0!	(42.00)	-	2.10
LVP	0004	Encroachment I	452.81	452.81	431.20	-	-	-	431.20	95%	21.61	-	21.56
Apcc	0004-1	Encroachment I	-	-	21.60	-	-	-	21.60	#DIV/0!	(21.60)	-	1.08
LVP	0005	WRG Plans Ow	394,330.13	394,330.13	356,771.68	-	-	-	356,771.68	90%	37,558.45	-	17,836.58
LVP	LVP 9	Add 2 manholes	34,235.00	34,235.00	34,235.00	-	-	-	34,235.00	100%	-	-	1,711.75
LVP	LVP 7	LVP 7	208,824.00	208,824.00	197,380.00	-	-	-	197,380.00	95%	11,444.00	-	9,869.00
LVP	LVP 10	LVP 10	436,017.14	436,017.14	435,576.32	-	-	-	435,576.32	100%	440.82	-	21,778.82
LVP	LVP 11	LVP 11	28,572.00	28,572.00	28,572.00	-	-	-	28,572.00	100%	-	-	1,428.60
LVP	LVP 13	Phase II work	10,169.00	10,169.00	10,169.00	-	-	-	10,169.00	100%	-	-	508.45
LVP	LVP 14	Cut in new poin	8,938.00	8,938.00	8,938.00	-	-	-	8,938.00	100%	-	-	446.90
LVP	LVP 8	NVP Cradle Inc	309,991.00	309,991.00	309,991.00	-	-	-	309,991.00	100%	-	-	15,499.55
LVP	LVP 12	Fire Tank, Offsi	86,125.00	86,125.00	86,125.00	-	-	-	86,125.00	100%	-	-	4,306.25
LVP	LVP 15	Fire Tank Later	45,848.00	45,848.00	24,854.40	12,500.00	-	-	37,154.40	78%	11,693.60	625.00	1,857.72
Bach	Bac-001	Credit for work	(44,810.00)	(44,810.00)	(44,810.00)	-	-	-	(44,810.00)	0%	-	-	-
		GRADIN	1,669,785.78	1,669,785.78	1,583,511.80	12,500.00	-	-	1,596,011.80	96%	73,773.98	625.00	82,041.09
	BUILDING CHANGE ORDERS												
-	B-001	BUILDING CO	13,627.95	13,627.95	12,978.95	-	-	-	12,978.95	95%	649.00	-	1,297.90
-	B-002	BUILDING CO	-	-	-	-	-	-	-	#DIV/0!	-	-	-

CAMCO-MW 01283

APCO-TR-EX0163-0035

	A.1		B	C		D	E	F	G	H	I	J	K	L
	ITEM NO.		DESCRIPTION OF	SCHEDULED VALUE	REVISED SCHEDULE	WORK COMPLETED FROM PREVIOUS APPLICATIONS	WORK COMPLETED THIS PERIOD	MATERIALS STORED THIS PERIOD	MATERIALS STORED CURRENT TOTAL STORED	TOTAL COMPLETED AND STORED	PERCENTAGE COMPLETE	BALANCE TO FINISH	CURRENT RETENTION WITHHELD	TOTAL RETENTION WITHHELD
-	B-003		BUILDING CO	-	-	-	-	-	-	-	#DIV/0!	-	-	-
-	B-004		BUILDING CO	-	-	-	-	-	-	-	#DIV/0!	-	-	-
-	B-005		BUILDING CO	-	-	-	-	-	-	-	#DIV/0!	-	-	-
-	B-006		BUILDING CO	-	-	-	-	-	-	-	#DIV/0!	-	-	-
-	B-007		BUILDING CO	-	-	-	-	-	-	-	#DIV/0!	-	-	-
Inter	B-008		BUILDING CO	22,975.67	22,975.67	22,975.67	-	-	-	22,975.67	100%	-	-	2,297.57
Inter	B-009		BUILDING CO	328,275.17	328,275.17	328,275.17	-	-	-	328,275.17	100%	-	-	32,827.52
-	B-010		BUILDING CO	-	-	-	-	-	-	-	#DIV/0!	-	-	-
-	B-011		BUILDING CO	-	-	-	-	-	-	-	#DIV/0!	-	-	-
-	B-012		BUILDING CO	-	-	-	-	-	-	-	#DIV/0!	-	-	-
-	B-013		BUILDING CO	-	-	-	-	-	-	-	#DIV/0!	-	-	-
Helix	B-014		BUILDING CO	56,443.80	56,443.80	56,443.80	-	-	-	56,443.80	100%	-	-	5,644.38
Helix	B-015		BUILDING CO	96,722.85	96,722.85	95,183.75	1,539.10	-	-	96,722.85	100%	-	153.91	9,672.29
Helix	B-016		BUILDING CO	99,739.50	99,739.50	98,435.00	1,304.50	-	-	99,739.50	100%	-	130.45	9,973.95
TMG	B-017		BUILDING CO	12,093.08	12,093.08	12,093.08	-	-	-	12,093.08	100%	-	-	1,209.31
Inter	B-018		Interstate Plumb	73,823.00	73,823.00	73,823.00	-	-	-	73,823.00	100%	-	-	7,382.30
Inter	B-019		Interstate Plumb	58,055.00	58,055.00	58,055.00	-	-	-	58,055.00	100%	-	-	5,805.50
Inter	B-020		Interstate Plumb	50,796.00	50,796.00	50,796.00	-	-	-	50,796.00	100%	-	-	5,079.60
Cell	B-021		Cell Crete Co	38,963.00	38,963.00	38,963.00	-	-	-	38,963.00	100%	-	-	3,896.30
E & E	B-022		E & E Fire Prot	830,100.00	830,100.00	790,273.00	-	-	-	790,273.00	95%	39,827.00	-	79,027.30
E & E	B-023		E & E Fire Prot	394,844.00	394,844.00	369,644.00	-	-	-	369,644.00	94%	25,200.00	-	36,964.40
E & E	B-024		E & E Fire Prot	98,681.00	98,681.00	97,681.00	-	-	-	97,681.00	99%	1,000.00	-	9,768.10
Exec	B-025		Executive Plast	62,206.00	62,206.00	62,206.00	-	-	-	62,206.00	100%	-	-	6,220.60
TMG	B-027		The Masonry G	31,600.00	31,600.00	28,440.00	3,160.00	-	-	31,600.00	100%	-	316.00	3,160.00
TMG	B-028		The Masonry G	257,356.00	257,356.00	129,998.00	-	-	-	129,998.00	50%	127,361.00	-	12,999.80
Inter	B-029		Interstate Plumb	1,245,325.11	1,245,325.11	1,195,302.11	-	-	-	1,195,302.11	96%	50,023.00	-	119,530.21
Exec	B-030		Cactus	250,000.00	250,000.00	250,000.00	-	-	-	250,000.00	100%	-	-	-
Pam	B-031		Column Capital	125,000.00	125,000.00	55,559.20	-	-	-	55,559.20	44%	69,440.80	-	5,555.92
Inter	B-032		HVAC Changed	133,485.00	133,485.00	24,025.36	15,450.60	-	-	39,476.96	30%	94,008.04	1,545.06	3,947.70
Exec	B-033		Brown Finish C	18,098.22	18,098.22	18,098.22	-	-	-	18,098.22	100%	-	-	1,809.82
Exec	B-034		Brown Finish C	9,364.00	9,364.00	8,498.35	-	-	-	8,498.35	69%	2,865.65	-	849.84

CAMCO-MW-01284

APCO-TR-EX0163-0036

	A.1		B	C		D	E	F	G	H	I	J	K	L
						WORK COMPLETED		MATERIALS STORED						
	ITEM NO.		DESCRIPTION OF	SCHEDULED VALUE	REVISED SCHEDULE	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
Gem	B-035		Column Capital	377,824.67	377,824.67	377,824.67	-	-	-	377,824.67	100%	-	-	37,782.47
Gem	B-036		Curtain Wall Flu	45,151.46	45,151.46	45,151.46	-	-	-	45,151.46	100%	-	-	4,515.15
Gem	B-037		Elevator & Stair	81,544.74	81,544.74	81,544.74	-	-	-	81,544.74	100%	-	-	8,154.47
Gem	B-038		Contractual wor	79,029.99	79,029.99	79,029.99	-	-	-	79,029.99	100%	-	-	7,902.80
Gem	B-039		Meter Assembli	18,960.00	18,960.00	18,960.00	-	-	-	18,960.00	100%	-	-	1,896.00
Coll	B-040		Fireproof patch	13,999.00	13,999.00	-	13,999.00	-	-	13,999.00	100%	-	1,399.90	1,399.90
	-			-	-	-	-	-			0%	-	-	-
			TOTAL I	4,924,086.21	4,924,086.21	4,478,057.53	33,453.20	-	-	4,511,510.72	92%	410,375.49	3,343.32	426,361.87
	-		-	-	-	-	-	-	-	-	0%	-	-	-
	OPTIONS AND UPGRADES													
Hella	O/U -001		BUILDING CO	45,160.16	45,160.16	45,160.16	-	-	-	45,160.16	100%	0.00	-	4,516.02
Hella	O/U -002		BUILDING CO	43,803.27	43,803.27	43,803.27	-	-	-	43,803.27	100%	-	-	4,380.33
Inter	O/U -003		BUILDING CO	54,100.49	54,100.49	43,525.12	-	-	-	43,525.12	84%	8,575.37	-	4,552.51
Inter	O/U -004		BUILDING CO	64,963.36	64,963.36	15,665.06	-	-	-	15,665.06	24%	49,298.30	-	1,566.51
-	O/U -005		BUILDING CO	18,009.00	18,009.00	18,009.00	-	-	-	18,009.00	100%	-	-	1,800.90
-	O/U -006		BUILDING CO	21,921.30	21,921.30	-	-	-	-	-	0%	21,921.30	-	-
-	O/U -007		BUILDING CO	16,580.70	16,580.70	-	-	-	-	-	0%	16,580.70	-	-
-	O/U -008		BUILDING CO	18,662.09	18,662.09	-	-	-	-	-	0%	18,662.09	-	-
Hella	O/U -009		BUILDING CO	26,536.38	26,536.38	25,250.00	1,286.38	-	-	26,536.38	100%	-	128.64	2,653.64
-	O/U -010		BUILDING CO	19,740.58	19,740.58	-	-	-	-	-	0%	19,740.58	-	-
Crea	O/U -011		BUILDING CO	60,894.23	60,894.23	60,894.23	-	-	-	60,894.23	100%	0.00	-	6,089.42
Carp	O/U -012		Carpets N More	35,293.00	35,293.00	30,000.00	-	-	-	30,000.00	85%	5,293.00	-	3,000.00
Carp	O/U -013		Carpets N More	41,508.00	41,508.00	35,000.00	-	-	-	35,000.00	84%	6,508.00	-	3,500.00
Carp	O/U -014		Carpets N More	58,323.00	58,323.00	40,000.00	-	-	-	40,000.00	69%	18,323.00	-	4,000.00
Carp	O/U -015		Carpets N More	41,508.00	41,508.00	30,000.00	-	-	-	30,000.00	72%	11,508.00	-	3,000.00
Carp	O/U -016		Carpets N More	134,714.00	134,714.00	118,000.00	-	-	-	118,000.00	88%	16,714.00	-	11,800.00
Carp	O/U -017		Carpets N More	117,207.00	117,207.00	100,000.00	-	-	-	100,000.00	85%	17,207.00	-	10,000.00
Carp	O/U -018		Carpets N More	134,714.00	134,714.00	45,000.00	-	-	-	45,000.00	33%	89,714.00	-	4,500.00
Carp	O/U -019		Carpets N More	58,486.00	58,486.00	7,000.00	-	-	-	7,000.00	12%	51,486.00	-	700.00
Carp	O/U -020		Carpets N More	32,900.00	32,900.00	12,900.00	-	-	-	12,900.00	39%	20,000.00	-	1,290.00

JA002649

CAMCO-MW 01285

APCO-TR-EX0163-0037

A	B	C		D	E	F	G	H	I	J	K	L
ITEM NO.	DESCRIPTION OF	SCHEDULED VALUE	REVISED SCHEDULE	WORK COMPLETED FROM PREVIOUS APPLICATIONS	WORK COMPLETED THIS PERIOD	MATERIALS STORED THIS PERIOD	MATERIALS STORED CURRENT TOTAL STORED	TOTAL COMPLETED AND STORED	PERCENTAGE COMPLETE	BALANCE TO FINISH	CURRENT RETENTION WITHHELD	TOTAL RETENTION WITHHELD
Carpe	OU -021	Carpets N More	173,733.00	173,733.00	28,600.00	-	-	-	28,600.00	16%	145,133.00	-	2,860.00
Carpe	OU -022	Carpets N More	(149,326.00)	(149,326.00)	-	-	-	-	-	0%	(149,326.00)	-	-
Carpe	OU -023	Carpets N More	123,785.00	123,785.00	-	-	-	-	-	0%	123,785.00	-	-
Thre	OU -024	Elevator	4,139.28	4,139.28	4,139.28	-	-	-	4,139.28	100%	-	-	413.93
Carpe	OU -025	Carpets N More	113,864.00	113,864.00	85,864.00	-	-	-	85,864.00	75%	28,000.00	-	8,586.40
The	OU -026	Sliding Doors C	32,900.00	32,900.00	32,900.00	-	-	-	32,900.00	100%	-	-	3,290.00
Brick	OU -027	Interiors Upgrad	28,485.00	28,453.00	7,945.00	-	-	-	7,945.00	30%	16,538.50	-	794.50
Build	OU -028	Pre Finished Ma	28,760.00	28,760.00	-	28,760.00	-	-	28,760.00	100%	-	2,876.00	2,876.00
Dent	OU -029	Plaster walls - G	12,047.00	12,047.00	-	12,047.00	-	-	12,047.00	100%	-	1,204.70	1,204.70
-	-	-	-	-	-	-	-	-	-	0%	-	-	-
-	-	-	-	-	-	-	-	-	-	0%	-	-	-
-	-	-	-	-	-	-	-	-	-	0%	-	-	-
-	-	-	-	-	-	-	-	-	-	0%	-	-	-
		TOTAL C	1,409,523.84	1,409,523.84	831,075.82	40,113.38	-	-	871,189.00	62%	538,334.84	4,011.34	87,119.90
		TOTALS	99,223,311.09	99,223,311.09	80,638,792.09	1,791,912.78	-	-	82,427,804.84	88%	12,795,506.25	89,631.56	7,305,275.81

HSA

CAMCO-MW 01286

JA002650

APCO-TR-EX0163-0038

CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE AND CORRECT COPY
OF THE ORIGINAL ON FILE
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.

David E. Parry
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: (702) [illegible]8-6655

www.camcopacific.com

CAMCO-MW 02699

PLAINTIFF'S EXHIBIT 165 A571228 JAN 18 2013
PENGAD 800-631-6989

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

December 22, 2008

Mr. Garrett Hall
Executive Director
Ivy Ne Ranches
Las Vegas, Nevada 89130

RE: [illegible]

Dear Mr. Hall:

As you may have already been aware, I have come to Camco Pacific Construction Company, Inc. ("Camco") attention that funding for the completion of the Manhattan West Project (the "Project") has been withdrawn. Consequently, on the following terms, Mrs. Debbie of Cornerstone Development West, Inc. ("Cornerstone") the owner of the Project:

1) all Manhattan West subcontractors and vendors

After the immediately construction of the Manhattan West project, corporate Over the weekend, Cornerstone determined that its construction lenders do not expect to disperse further funds for construction. As a result, Cornerstone does not have funds sufficient to pay out the October draw as scheduled to us.

We apologize formerly to all the companies to whom we owe money. Cornerstone procured sufficient funding to finish the Project, but was surprised by the revelation that APCO had exercised approximately sixteen million dollars in cost overruns and delayed completion of the project by approximately two months. In the event we were able to find a solution for procuring the additional funding necessary

Cornerstone will endeavor to secure sufficient funding for all outstanding work to be completed on the project.

Cornerstone understands the work that has been performed on the Project and the value it has provided to the project.

Respectfully,

Mr. [illegible]
CEO
Cornerstone
702.614.1795
www.groupcornerstone.com

DEPOSITION EXHIBIT 41 PARRY

CAMCO PACIFIC CONSTRUCTION COMPANY, INC.

Corporate Office
[illegible]

Nevada Office
[illegible]

www.camcopacific.com

CAMCO-MW 01979

PLAINTIFF'S EXHIBIT 166 A-7/228 JAN 19 2011 PENGAD 800-631-6989

PLT
NO.
Case

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 Cameo is not liable to you for payment unless and until Cameo receives the corresponding payment from the Owner. Furthermore, you have also explicitly agreed to shift the risk that the Owner may for any reason, including, but not limited to, insolvency or an alleged dispute, fail to make payments to Cameo for all or a portion of the contract work.

Cameo's contract with Gemstone is a cost plus agreement wherein the subcontractors and suppliers were paid directly by Gemstone 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 Gemstone 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 liable under your agreement with Cameo. Therefore, all claims for payment must be directed to and/or alleged against Gemstone and the Project.

Cameo will be exercising it's lien rights and recording a notice of lien against the project in an attempt to secure Cameo's right to payment.

Please contact me if you have any questions.

Sincerely,

Cameo Pacific Construction Company, Inc.

David L. Parry
Senior Vice President

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

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. **Automobile Liability** – Reference job name and number. Owned, non-owned and hired autos.

B. **Workers' Compensation** – 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.

☐ 7. 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

PLAINTIFF'S EXHIBIT 170 A671228

0-0001
HIBIT

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

Project Name: ManhattanWest

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.

SUBCONTRACT 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.

PAY REQUESTS – 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 **our** 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.

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 clean-up 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.

CLOSE-OUT DOCUMENTS – 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.

RETENTION MONIES – 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.

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)

PAYMENT REQUEST

Subcontractor:	**CAMCO PACIFIC**
Subcontractor Address	**CONSTRUCTION COMPANY INC.**
Between the "Contractor"	2925 E. Patrick Lane, Suite G
	Las Vegas, Nevada 89120
PAYMENT REQUEST NO.	(702) 798-6611
	(702) 798-6655
MANHATTANWEST	
	From:
Russell Road and 215 Beltway	
	To:

Original Contract Amount		$
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		$
Materials stored to date (if any)		$
Less Retention		$
Les Previous Payments/Billed		$
Amount Due This Payment Period		$
Signature		Date
Print Name		Title

Approval By	Date	Cost Code:

HELIX00841

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

This "Agreement" is hereby made as of:	August 26, 2008 (the "Effective Date")
Between the "Contractor"	CAMCO PACIFIC CONSTRUCTION COMPANY
	2925 E. Patrick Lane, Suite G
	Las Vegas, Nevada 89120
	California License No. 676205
	Nevada License No. 0037507
	Utah License No. 6169863-5501
	License Limit: Unlimited
	Telephone: (702) 798-6611
And the "Subcontractor"	Helix Electric of Nevada LLC
	3078 E. Sunset Rd, Suite 9 Las Vegas, NV 89120
	Nevada License No: 53810
	Federal Tax ID No. /FICA No.: [Number]
	Designated Representative: Robert Johnson
For the following "Project"	ManhattanWest
At the following "Job Site"	Russell Road and the 215 Beltway
	Clark County, Nevada 89148
Developed by the following "Owner"	Gemstone Development West, Inc.
For the following scope:	All Site and Building Electrical Work (including high and low voltage)
Cost Code:	[Contract Reference]
	See **Addendum 1** for the expanded description of Subcontractor's scope of work ("Contract Work")
With the following "Retention":	10%
For the following "Contract Price":	The follwing 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**

HELIX00842

I. THE CONTRACT WORK.

A. **Project Site**. Contractor has executed a prime contract with Owner (the "Prime Contract") to perform all of the work required for the Project (the "Project Work") 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 **Addendum 2** hereto (the "Project Contract Documents").

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. **Submittals.** Subcontractor shall, to the extent required by the Contract Work, submit such shop drawings, product data, samples and similar submittals (collectively, the "Submittals") 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. **List of Suppliers and Subcontractors.** Subcontractor shall, within five days of the execution of this Agreement, submit to Contractor a "Supplier Statement" in the form attached hereto as **Addendum 3** 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. **Protection of the Contract Work.** 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. **Reduction in the Contract Work**. 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. **Confidentiality**. 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. **Design Documents**. 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 "Design Documents") 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 **Addendum 1**. 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 Agreement, upon receipt of a written request from Owner or Contractor, Subcontractor shall immediately deliver all Design Documents to Owner.

I. **Specific Articles.** 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 Subcontractor'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. **Delay.** 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. **Meetings.** 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. **Invoices.** All applications for payment ("Invoices") shall be on Contractor'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 **Addendum 5** shall serve as the schedule of values for this Agreement. All Invoices shall be accompanied by a list of all

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 Payments. 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 Retainage, 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 waiver 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. No Waiver. 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. Payments to Others. 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. Establishment of Fund. 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). Such tentative earnings shall not be due or payable to 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 financial capability to perform and that Subcontractor has made 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. **Payment of Withheld Amount.** 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 for, 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. **No Defects.** 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. **Signs.** 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. **Integration of the Work.** 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 liability 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. **Cleanup, Storage, Reserved Gate and Safety.** Subcontractor shall maintain the Job Site and the vicinity thereof, in a clean, neat and safe condition, to

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. Layout. 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. Use of Job Site Equipment. 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. Scaffolding, Staging and Hoisting. 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. **Review of all Relevant Matters.** 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. **No Reliance on Contractor.** 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. **Coverage**. 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 carriers 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. **Waivers of Subrogation.** 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.

D. **Beneficiaries.** 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. **Value Engineering.** 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. 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 Work and reduce the Contract Price accordingly.

D. **Owner's Approval of Change Estimate**. 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 negligent 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 assigns.

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. **Correction and Removal of Defective Contract Work.** 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 Contractor 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

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. **Release.** 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) grossly 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 or otherwise incurred because of Contractor, Subcontractor shall deliver to Contractor 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). Subcontractor shall give a daily notice and attach the material referred to by 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. **LIENS AND STOP NOTICES.** 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. Default. The term "Default" 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. Liquidated Damages. 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. Remedies. 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 incurred 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. Termination for Insolvency. 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 filing 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. Termination by Contractor. 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 "Claim" 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 "Claim" 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. **REPRESENTATIONS OF SUBCONTRACTOR.** To induce Contractor to enter into this Agreement, Subcontractor covenants, represents and warrants as follows:

A. **Authority.** 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. **Litigation.** 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. **Financial Capability and Skill.** 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. **Licenses/Permits.** 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. **Nondiscrimination.** 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. **Notice.** 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. **Construction; No Waiver.** 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. **Injunctive Relief for Breach**. 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. **Merger Clause**. 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. **Amendment and Termination**. 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. **Severability**. 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. **Assignment**. 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. **Title to Improvements**. Title to all materials, fixtures, plans and installations shall be deemed vested in Contractor when such has been installed, affixed permanently to the realty, 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. **Continuation of Work.** 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. **Interpretation and Governing Law; Time.** 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 shall be entitled 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 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. **Independent Contractor.** 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. **Survival of Obligations.** 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. **Substance Abuse Testing**. 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. **Counterparts.** 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. **APCO Relationship.** Subcontractor was previously engaged to perform the Contract Work by Asphalt Products Corporation ("APCO"). 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

_____, a _____ (circle one) 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.:

ADDENDUM 1

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"):

[insert list of approved change orders]

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.

ADDENDUM 2

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 "Project Contract Documents"). 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.

ADDENDUM 3

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:		
2. Name: Address:		
3. Name: Address:		
4. Name: Address:		

Invoice Period: _____, 200__ to _____, 200__

Helix Electric of Nevada LLC

_____

By:
Its:

ADDENDUM 4

PROJECT SCHEDULE

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

ADDENDUM 5

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.

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."

ADDENDUM 6

FORM OF CHANGE ORDER ESTIMATE

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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Docket 77320 Document 2020-38038

CHRONOLOGICAL APPENDIX OF EXHIBITS

Date	Description	Bates Number	Volume(s)
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	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

Date	Description	Bates Number	Volume(s)
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 Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements and *Ex Parte* Application for Order Shortening Time**	**JA000328-JA000342**	**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
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	Bates Number	Volume(s)
	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	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
11-06-17	**Helix Electric of Nevada's Motion *in Limine* Nos. 1-4**	**JA000534-JA000542**	**8**
	Exhibit 1 – Notice of Entry of Order	JA000543-JA000549	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	Bates Number	Volume(s)
	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 *in Limine***	**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	JA000625- JA000646	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	Bates Number	Volume(s)
	Exhibit 11 – Plaintiff in Intervention, National Wood Products, Inc.'s Initial Disclosures Pursuant to NRCP 16.1	JA000849-JA000856	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-JA000897	12
11-14-17	**Camco Pacific Construction Company, Inc.'s Opposition to Lien Claimants' Motions in Limine Nos. 1-6**	**JA000898-JA000905**	**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	Bates Number	Volume(s)
11-14-17	**APCO Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC's Motions *in Limine* 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	**Helix Electric of Nevada's Opposition to APCO Construction's Omnibus Motion *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 *Motion in Limine***	**JA001133 JA001148**	**21**

Date	Description	Bates Number	Volume(s)
	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 *in Limine* 1-6**	**JA001161-JA001169**	**22**
12-29-17	**Notice of Entry of Order Granting in Part and Denying in Part Helix Electric of Nevada, LLC's Motion *in Limine* 1-4**	**JA001170-JA001177**	**22**
12-29-17	**Notice of Entry of Order Granting in Part and Denying in Part APCO Construction's Omnibus Motion *in Limine***	**JA001178-JA001186**	**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**	**JA001187-JA001198**	**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	Bates Number	Volume(s)
	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 *En Banc* 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
01-09-18	**Peel Brimley Lien Claimants' Opposition to APCO Construction's Motion for Reconsideration of Order**	**JA001552-JA001560**	**27**

Date	Description	Bates Number	Volume(s)
	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**	**JA001561-JA001573**	**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 *in Limine*	JA001644-JA001647	28

Date	Description	Bates Number	Volume(s)
	Exhibit 9 - Amended *nunc pro tunc* order regarding APCO Construction, Inc.'s Omnibus Motion *in Limine* No. 7	JA001648-JA001650	28
	Exhibit 10 - Order Granting in Part and Denying in part Helix Electric of Nevada, LLC's Motions *in Limine* 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 *in Limine*	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
	Trial Exhibit 3 - Nevada Construction Services /Gemstone Cost Plus/GMP Contract Disbursement Agreement ***(Admitted)***	JA001869-JA001884	30

[1] Filed January 31, 2018

Date	**Description**	**Bates Number**	**Volume(s)**
	Trial Exhibit 4 - APCO Pay Application No. 9 Submitted to Gemstone ***(Admitted)***	JA001885-JA001974	30/31/32
	Trial Exhibit 5 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work ***(Admitted)***	JA001975-JA001978	32
	Trial Exhibit 6 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work ***(Admitted)***	JA001979-JA001980	32
	Trial Exhibit 10 - Letter from J. Barker to A. Edelstein Re: Notice of Intent to Stop Work (Second Notice) ***(Admitted)***	JA001981-JA001987	32
	Trial Exhibit 13 - Letter from A. Edelstein to Re. Nickerl Re: Termination for Cause (Gemstone) ***(Admitted)***	JA001988-JA002001	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 ***(Admitted)***	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	Bates Number	Volume(s)
	Trial Exhibit 24 - Letter from R. Nickerl to Clark County re: Notification of APCO's withdrawal as General Contractor of Record ***(Admitted)***	JA002017-JA002023	33
	Trial Exhibit 26 - Email from J. Gisondo to Subcontractors re: June checks ***(Admitted)***	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 ***(Admitted)***	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
	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 ***(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	Bates Number	Volume(s)
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
	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	Bates Number	Volume(s)
	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
	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

Date	Description	Bates Number	Volume(s)
	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	Bates Number	Volume(s)
	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

Date	Description	Bates Number	Volume(s)
	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
	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

Date	Description	Bates Number	Volume(s)
	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	JA002457-JA002494	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
	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

Date	Description	Bates Number	Volume(s)
	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
	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

Date	Description	Bates Number	Volume(s)
	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
	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

Date	Description	Bates Number	Volume(s)
	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:		
	Trial Exhibit 501 - Payment Summary	JA003339 – JA003732	55/56/57 /58/59/60
	Trial Exhibit 508 – Helix Pay Application	JA003733-JA003813	60/61

Date	Description	Bates Number	Volume(s)
	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	JA004035-JA005281	63/64/65/66/67/68/69/70/71/72/73/74/75/76/77
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**
01-18-18	**Transcript – Bench Trial (Day 2)[2]**	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)[3]**	JA005624-JA005785	80
	Trial Exhibit 231 – Helix Electric's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint ***(Admitted)***	JA005786-JA005801	80
	Trial Exhibit 314 - Declaration of Victor Fuchs in support of Helix's Motion for Partial Summary Judgment against Gemstone ***(Admitted)***	JA005802-JA005804	80

[2] Filed January 31, 201879
[3] Filed January 31, 2018

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 320 – June-August Billings—not paid to APCO ***(Admitted)***	JA005805	80
	Trial Exhibit 321 – Overpayments to Cabinetec ***(Admitted)***	JA005806-	80
	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)[4]**	**JA005820-JA005952**	81
03-08-18	**Letter to Judge Denton submitting Helix Electric of Nevada, LLC's (Proposed) Findings of Fact and Conclusions of Law**	**JA005953-JA005985**	**81**
03-08-18	**Letter to Judge Denton submitting APCO Construction, Inc.'s Proposed Findings of Fact and Conclusions of Law**	**JA005986-JA006058**	**8/821**
03-08-18	**APCO Construction Inc.'s Post-Trial Brief**	**JA006059-JA006124**	**82/83**
03-23-18	**APCO Opposition to Helix Electric of Nevada, LLC's Findings of Fact and Conclusions of Law**	**JA006125-JA006172**	**83/84**
03-23-18	**Helix Electric of Nevada, LLC's Responses to APCO Construction's Post-Trial Brief**	**JA006173-JA006193**	**84**
04-25-18	**Findings of Fact and Conclusions of Law and Order as the Claims of Helix Electric and Cabinetec Against APCO**	**JA006194-JA006264**	**84/85**

[4] Filed January 31, 201883

Date	Description	Bates Number	Volume(s)
05-08-18	**APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc**.	**JA006265-JA006284**	**85**
	Exhibit 1 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA006285-JA006356	85/86
	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
	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
	Exhibit 7A – Billing Entries	JA006412-JA006442	87/88

Date	Description	Bates Number	Volume(s)
	Exhibit 7B – Time Recap	JA006443-JA006474	88
	Exhibit 8 – Declaration of Cody S. Mounteer, Esq. in Support of Motion for Attorney's Fees and Costs	JA006475-JA006478	88
	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
05-08-18	**Helix Electric of Nevada, LLC's Motion to Retax Costs Re: Defendant APCO Construction's Memorandum of Costs and Disbursements**	**JA006509-JA006521**	**89**
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**
06-01-18	**Helix Electric of Nevada, LLC's Motion for Attorneys' Fees, Interest and Costs**	**JA006551-JA006563**	**90**
	Exhibit 1 – Findings of Fact and Conclusions of Law and Order as to the Claims of Helix Electric of Nevada, LLC Against Camco Pacific Construction, Inc.	JA006564-JA006574	90

Date	Description	Bates Number	Volume(s)
	Exhibit 2 – Memorandum of Costs and Disbursements (Helix Electric of Nevada, LLC)	JA006575-JA006580	90
	Exhibit 3 – Prime Interest Rate	JA006581-JA006601	90
	Exhibit 4 – Declaration of Eric B. Zimbelman in Support of Helix Electric of Nevada, LLC's Motion for Attorneys' Fees, Interest and Costs	JA006583-JA006588	90
	Exhibit 5 – Summary of Fees	JA006589-JA006614	90
06-15-18	**APCO Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.'s Motions to Retax Costs**	**JA006615-JA006637**	**90/9**1
	Exhibit 1-A Declaration of Mary Bacon in Support of APCO's Supplement to its Motion for Attorney's Fees	JA006635 JA006638	91
	Exhibit 1-B – Declaration of Cody Mounteer in Support of APCO's Supplement to its Motion for Attorney's Fees	JA006639-JA006916	91/92/93 94/95/96
06-15-18	**Helix Electric of Nevada, LLC's Opposition to APCO Construction's Motion for Attorneys' Fees and Costs**	**JA006917 – JA006942**	**96**
	Exhibit 1 – Notice of Entry of Staying the Case, Except for the Sale of the Property, Pending Resolution of the Petition before the Nevada Supreme Court	JA006943-JA006948	96

Date	Description	Bates Number	Volume(s)
	Exhibit 2 – Notice of Entry of Denying APCO Construction's Motion for Partial Summary Judgment Re: Lien Foreclosure Claims	JA006949-JA006954	96
	Exhibit 3 – Supreme Court filing notification Joint Petition for Writ of Mandamus filed	JA006955-JA006958	96
	Exhibit 4 – Order Denying *En Banc* Reconsideration	JA006959-JA006963	96
	Exhibit 5 – Notice of Entry of Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA006964-JA006978	96
	Exhibit 6A – Interstate Plumbing and Air Conditioning, LLC's Response to Special Master Questionnaire	JA006977-JA006980	96
	Exhibit 6B – Nevada Prefab Engineers, Inc.'s Response to Special Master Questionnaire	JA006981-JA006984	96
	Exhibit 6C – Zitting Brothers Construction, Inc.'s Response to Special Master Questionnaire	JA006985-JA006993	96/97
	Exhibit 6D – Noorda Sheet Metal's Notice of Compliance	JA006994 JA007001	97
	Exhibit 6 E – Unitah Investments, LLC's Special Master Questionnaire	JA007002-JA007005	97
	Exhibit 7A – Motion to Appoint Special Master	JA007006-JA007036	97
	Exhibit 7B – Letter from Floyd A. Hale dated August 2, 2016	JA007037-JA007060	97

Date	Description	Bates Number	Volume(s)
	Exhibit 7C – Special Master Report Regarding Remaining Parties to the Litigation, Special Master Recommendation and District Court Order Amended Case Agenda	JA007042-JA007046	97
	Exhibit 8 – Notice of Entry of Order Granting Plaintiff's Motion to Dismiss	JA007047 JA007053	97
	Exhibit 9 – Stipulation and Order for Dismissal with Prejudice	JA007054-JA007056	97
	Exhibit 10 – Stipulation and Order to Dismiss Third-Party Complaint of Interstate Plumbing & Air Conditioning, LLC Against APCO Construction, Inc. with Prejudice	JA007057-JA007059	97
	Exhibit 11 – Notice of Entry of Order Granting in Part and Denying in Part APCO Construction's Omnibus Motion *in Limine*	JA007060-JA007088	97
	Exhibit 12 – Notice of Entry of Order Granting in Part and Denying in Part Helix Electric of Nevada, LLC's Motion in Limine (against APCO Construction)	JA007070-JA007078	97
	Exhibit 13 – Notice of Entry of Order Denying APCO Constructions' Motion for Partial Summary Judgment Re: Lien Foreclosure Claims	JA007079-JA007084	97
	Exhibit 14 – Notice of Entry of Order Denying APCO Construction's Motion for Reconsideration of Order Granting Partial Summary	JA007085-JA007087	97

Date	Description	Bates Number	Volume(s)
	Judgment Precluding Defenses Based on Pay-if-Paid Agreements		
	Exhibit 15 – Notice of Association of Counsel	JA007088-JA007094	97
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**
06-15-18	**Declaration of S. Judy Hirahara in support of National Woods's Opposition to APCO Construction's Motion for Attorneys' Fees and Costs**	**JA007121-JA007189**	**98**
06-18-18	**Plaintiff in Intervention National Wood Products, Inc.'s Joinder to Helix Electric of Nevada, LLC's Opposition to APCO Construction's Motion for Attorneys' Fees and Costs**	**JA007190-JA007192**	**99**
06-21-18	**Helix Electric of Nevada, LLC's Notice of Non-Opposition to its Motion for Attorney's Fees, Interest and Costs**	**JA007193-JA007197**	**99**
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**
	Exhibit 1 – Invoice Summary by Matter Selection	JA007221-JA007222	99
	Exhibit 2 – Marquis Aurbach Coffing Invoice to APCO dated April 30, 2018	JA007223-JA007224	99

Date	Description	Bates Number	Volume(s)
06-29-18	Helix Electric of Nevada, LLC's Reply Re: Motion to Retax	JA007225-JA007237	100
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
07-19-18	Plaintiff-in-Intervention National Wood Products, Inc.'s Surreply to APCO Construction's Reply to Plaintiff-in-Intervention National Wood Products, Inc.'s Opposition to Motion for Attorney's Fees and Costs	JA007246-JA007261	100
08-08-18	Court's Decision on Attorneys' Fees and Cost Motions	JA007262-JA007280	100
09-28-18	Notice of Entry of (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
01-24-19	Transcript for All Pending Fee Motions on July 19, 2018	JA007300-JA007312	100/101
07-12-19	Order Dismissing Appeal (Case No. 76276)	JA007313-JA007315	101

Date	Description	Bates Number	Volume(s)
08-06-19	**Helix Electric of Nevada LLC's Motion to (I) Re-Open Statistically Closed Case, (II) Dismiss All Unresolved Claims and/or (III) In the Alternative for a Rule 54(B) Certification as to Helix and APCO**	**JA007316-JA007331**	**101**
	Exhibit 1 – Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.'s Against APCO Construction, Inc.	JA007332-JA007335	101
	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
	Exhibit 3 - Notice of Appeal	JA007345-JA007394	101/102
	Exhibit 4 – Amended Notice of Appeal	JA007395-JA007400	102
	Exhibit 5A – 5F -Notices of Entry of Order as to the Claims of Cactus Rose Construction, Fast Glass, Inc., Heinaman Contract Glazing, Helix Electric of Nevada, LLC, SWPPP Compliance	JA007401-JA007517	102/103

Date	Description	Bates Number	Volume(s)
	Solutions, Inc., E&E Fire Protection		
	Exhibit 6 – Order Dismissing Appeal in Part (Case No. 76276)	JA007518-JA007519	103
	Exhibit 7 – Order to Show Cause	JA007520-JA007542	103
	Exhibit 8 -Order Dismissing Appeal (Case No. 76276)	JA007524-JA007527	103
	Exhibit 9 – Notice of Entry of Order to Consolidate this Action with Case Nos. A574391, A574792, A57623. A58389, A584730, A58716, A580889 and A589195	JA 007528-JA007541	103
	Exhibit 10 (Part One)	JA007537-JA007542	103
	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
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	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 10E – 131 Nev. Advance Opinion 70	JA008150-JA008167	109
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	Exhibit 10H – Complaint re Foreclosure	JA008178-JA008214	109
	Exhibit 10I – First Amended Complaint re Foreclosure	JA008215-JA008230	109
	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
	Exhibit 10O – Answer to Helix Electric's Statement of Facts	JA008323-JA008338	110

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	Constituting Lien and Third-Party Complaint and Camco Pacific Construction Company Inc.'s Counterclaim		
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	Exhibit 10Q – Notice of Entry of Judgment [As to the claims of Helix Electric of Nevada, LLC Against Camco Construction Co., Inc.]	JA008348-JA008367	110
	Exhibit 10R – Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc. Against APCO Construction, Inc.]	JA008368-JA008378	110
	Exhibit 10S – Findings of Fact and Conclusions of Law and Order as to the Claims of Helix Electric and Cabenetec Against APCO	JA008379-JA008450	110/111
	Exhibit 10T -WRG Design, Inc.'s Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA008451-JA008486	111
	Exhibit 10U – APCO Construction's Answer to WRG Design Inc.'s amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008468-JA008483	111
	Exhibit 10V -Answer to WRG Design, Inc.'s Statement of Facts Constituting Lien, Third-Party Complaint and Camco Pacific Construction, Inc's Counterclaim	JA008484-JA008504	111

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	Exhibit 10W – Notice of Entry of Stipulation and Order Dismissal	JA008505-JA008512	111
	Exhibit 10X – WRG Design, Inc.'s Answer to Camco Pacific Construction Company, Inc.'s Counterclaim	JA008513 JA008517	111
	Exhibit 10Y – Heinaman Contract Glazing's Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008518-JA008549	111
	Exhibit 10Z – Answer to Heinaman Contract Glazing's Statement of Facts Constituting Lien and Third-Party Complaint, and Camco Pacific Construction's Counterclaim	JA008531-JA008551	111
	Exhibit 10AA – Notice of Entry of Granting Heinaman Glazing's Motion for Attorneys's Fees, Interest and Costs	JA008552-JA008579	111/112
	Exhibit 10BB -Notice of Entry of Judgment [As to the Claims of Heinaman Contract Glazing Against Camco Construction Co., Inc.]	JA008561-JA008582	112
	Exhibit 10CC – Heinaman Contract Glazing's Answer to Camco Pacific Construction Company's Counterclaim	JA008583 JA008588	112
	Exhibit 10DD - Bruin Painting Corporation's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA008589-JA00861	112
	Exhibit 10EE – Answer to Bruin Painting Corporation's Amended Statement of Facts Constituting Notice of Lien and Third-Party	JA008602-JA008621	112

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	Complaint and Camco Pacific Construction, Inc.'s Counterclaim		
	Exhibit 10FF – Voluntary Dismissal of Fidelity and Deposit Company of Maryland Only from Bruin Painting Corporation's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint Without Prejudice	JA008622-JA008624	112
	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
	Exhibit 10JJ -Defendants Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008665-JA008681	112
	Exhibit 10KK – Stipulation and Order to Dismiss E & E Fire Protection, LLC Only Pursuant to the Terms State Below	JA008682-JA008685	112
	Exhibit 10LL – HD Supply Waterworks, LP's Voluntary Dismissal of Platte River Insurance Company Only Without Prejudice	JA008686-JA008693	112

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	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 10OO – Amended Notice of Appeal	JA008724-JA008729	113
	Exhibit 10PP – Notice of Cross Appeal	JA008730-JA008736	113
	Exhibit 10QQ – Motion to Suspend Briefing Pending Outcome of Order to Show Cause in Supreme Court Case No. 76276	JA008737-JA008746	113
	Exhibit 11 – Order to Consolidate this Action with Case Nos. A574391, A574792, A57623. A58389, A584730, A58716, A580889 and A589195	JA008747-JA008755	113
	Exhibit 12 – Stipulation and Order to Dismiss Third-Party Complaint of Interstate Plumbing & Air Conditioning, LLC Against APCO Construction, Inc. with Prejudice	JA00875-JA008758	113
	Exhibit 13 – Stipulation and Order with Prejudice	JA008759-JA008780	113
	Exhibit 14 – Docket/United Subcontractors, Inc. dba Skyline Insulation's Motion to Enforce Settlement Agreement and Enter Judgment	JA008762-JA008788	113
	Exhibit 15 – Notice of Entry of Order Granting Motion for 54(b) Certification and for Stay Pending Appeal	JA008789-JA008798	113

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	Exhibit 16 – Notice of Appeal	JA008799-JA008810	113
08-16-19	**APCO's Opposition to Helix Electric of Nevada LLC's Motion to (I) Re-Open Statistically Closed Case, (II) Dismiss All Unresolved Claims and/or (III) In the Alternative for a Rule 54(B) Certification as to Helix and APCO**	**JA008811-JA008821**	**114**
	Exhibit 1 – Order to File Amended Docketing Statement	JA008822-JA008824	114
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	Exhibit 3 – Appellant/Cross-Respondent's Response to Order to Show Cause	JA008829-JA008892	114/115/116
	Exhibit 4 – Order Dismissing Appeal	JA008893-JA008896	116
	Exhibit 5 – Chart of Claims	JA008897-JA008924	116
	Exhibit 6 – Answer to Helix Electric's Statement of Facts Constituting Lien and Third-Party Complaint and Camco Pacific Construction Company, Inc.'s Counterclaim	JA008925-JA008947	116/117
	Exhibit 7 – Answer to Cactus Rose's Statement of Facts Constituting Notice of Lien and Complaint and Camco Pacific Construction Company Inc.'s Counterclaim	JA008948-JA008965	117
	Exhibit 8 – Answer to Heinaman Contract Glazing's Statement of Facts Constituting Lien and Third-Party Complaint and Camco	JA008966-JA008986	117/118

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	Pacific Construction's Counterclaim		
	Exhibit 9 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric of Nevada, LLC Against Camco Pacific Construction, Inc.	JA008987-JA008998	118
	Exhibit 10 – Findings of Fact and Conclusions of Law as to the Claims of Cactus Rose Construction Co., Inc.	JA008998-JA009010	118
	Exhibit 11 – Findings of Fact and Conclusions of Law as to the Claims of Heinaman Contract Glazing	JA009011-JA009024	118
	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
	Exhibit 13 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA009039-JA009110	118/119
	Exhibit 14 – Order Granting Motion to Deposit Bond Penal Sum with Court, Exoneration of Bond and Dismissal	JA009111-JA009113	119
	Exhibit 15 – Order Approving Distribution of Fidelity and Deposit Company of Maryland's Bond	JA009114-JA009116	119
08-29-19	**Helix Electric of Nevada LLC's Reply to APCO's Opposition to Helix Electric of Nevada LLC's Motion to (I) Re-Open Statistically Closed Case, (II)**	**JA009117-JA009123**	**119**

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01-03-20	**Notice of Entry of Order Granting Helix Electric of Nevada, LLC's Motion for Rule 54(b) Certification**	**JA009124-JA009131**	**119**
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 National Wood Products, Inc.'s Against APCO Construction, Inc.]	JA009137-JA009166	120
	Exhibit [C] – Notice of Entry of Order Granting Helix Electric of Nevada's Rule 54(b) Certification	JA009148-JA009156	120
02-11-20	**Case Appeal Statement**	**JA009157-JA009163**	120
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 Motion to Retax in Party (4) Granting Plaintiff-in-Intervention National Wood Productions, LLC's Motion to Retax in Part and Denying in Part and (5) Granting National Wood Products, Inc.'s Motion to File a Surreply	JA009168-JA009182	120

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	Exhibit 2 – Notice of Entry of Order Granting Helix Electric of Nevada's Motion for Rule 54(b) Certification	JA009183-JA00991	120

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08-05-09	**APCO's Answer to Helix's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint**	**JA000016 – JA000030**	**1**
05-08-18	**APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc**.	**JA006265-JA006284**	**85**
	Exhibit 1 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA006285-JA006356	85/86
	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
	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 7B – Time Recap	JA006443-JA006474	88
	Exhibit 8 – Declaration of Cody S. Mounteer, Esq. in Support of Motion for Attorney's Fees and Costs	JA006475-JA006478	88
	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
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	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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	Motion to Retax in Party (4) Granting Plaintiff-in-Intervention National Wood Productions, LLC's Motion to Retax in Part and Denying in Part and (5) Granting National Wood Products, Inc.'s Motion to File a Surreply		
	Exhibit 2 – Notice of Entry of Order Granting Helix Electric of Nevada's Motion for Rule 54(b) Certification	JA009183-JA00991	120
11-06-17	**APCO Construction, Inc.'s Omnibus Motion *in Limine***	**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	JA000625-JA000646	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

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	Exhibit 11 – Plaintiff in Intervention, National Wood Products, Inc.'s Initial Disclosures Pursuant to NRCP 16.1	JA000849-JA000856	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-JA000897	12
03-23-18	**APCO Opposition to Helix Electric of Nevada, LLC's Findings of Fact and Conclusions of Law**	**JA006125-JA006172**	**83/84**
08-16-19	**APCO's Opposition to Helix Electric of Nevada LLC's Motion to (I) Re-Open Statistically Closed Case, (II) Dismiss All Unresolved Claims and/or (III) In the Alternative for a Rule 54(B) Certification as to Helix and APCO**	**JA008811-JA008821**	**114**
	Exhibit 1 – Order to File Amended Docketing Statement	JA008822-JA008824	114
	Exhibit 2 – Order to Show Cause	JA008825-JA008828	114
	Exhibit 3 – Appellant/Cross-Respondent's Response to Order to Show Cause	JA008829-JA008892	114/115/116
	Exhibit 4 – Order Dismissing Appeal	JA008893-JA008896	116
	Exhibit 5 – Chart of Claims	JA008897-JA008924	116
	Exhibit 6 – Answer to Helix Electric's Statement of Facts Constituting Lien and Third-Party Complaint and Camco	JA008925-JA008947	116/117

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	Exhibit 7 – Answer to Cactus Rose's Statement of Facts Constituting Notice of Lien and Complaint and Camco Pacific Construction Company Inc.'s Counterclaim	JA008948-JA008965	117
	Exhibit 8 – Answer to Heinaman Contract Glazing's Statement of Facts Constituting Lien and Third-Party Complaint and Camco Pacific Construction's Counterclaim	JA008966-JA008986	117/118
	Exhibit 9 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric of Nevada, LLC Against Camco Pacific Construction, Inc.	JA008987-JA008998	118
	Exhibit 10 – Findings of Fact and Conclusions of Law as to the Claims of Cactus Rose Construction Co., Inc.	JA008998-JA009010	118
	Exhibit 11 – Findings of Fact and Conclusions of Law as to the Claims of Heinaman Contract Glazing	JA009011-JA009024	118
	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
	Exhibit 13 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA009039-JA009110	118/119
	Exhibit 14 – Order Granting Motion to Deposit Bond Penal Sum with Court, Exoneration of Bond and Dismissal	JA009111-JA009113	119
	Exhibit 15 – Order Approving Distribution of Fidelity and Deposit Company of Maryland's Bond	JA009114-JA009116	119

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06-15-18	**APCO Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.'s Motions to Retax Costs**	**JA006615-JA006637**	**90/9**1
	Exhibit 1-A Declaration of Mary Bacon in Support of APCO's Supplement to its Motion for Attorney's Fees	JA006635 JA006638	91
	Exhibit 1-B – Declaration of Cody Mounteer in Support of APCO's Supplement to its Motion for Attorney's Fees	JA006639-JA006916	91/92/93 94/95/96
11-14-17	**APCO Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC's Motions *in Limine* 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
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
03-08-18	**APCO Construction Inc.'s Post-Trial Brief**	**JA006059-JA006124**	**82/83**
11-15-17	**APCO Construction, Inc.'s Reply in Support of its Omnibus *Motion in Limine***	**JA001133 JA001148**	**21**

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	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
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**
	Exhibit 1 – Invoice Summary by Matter Selection	JA007221-JA007222	99
	Exhibit 2 – Marquis Aurbach Coffing Invoice to APCO dated April 30, 2018	JA007223-JA007224	99
04-26-10	**CAMCO and Fidelity's Answer and CAMCO's Counterclaim**	**JA000031-JA000041**	**1**
11-14-17	**Camco Pacific Construction Company, Inc.'s Opposition to Lien Claimants' Motions in Limine Nos. 1-6**	**JA000898-JA000905**	**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
02-11-20	**Case Appeal Statement**	**JA009157-JA009163**	120

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08-08-18	**Court's Decision on Attorneys' Fees and Cost Motions**	**JA007262-JA007280**	**100**
06-15-18	**Declaration of S. Judy Hirahara in support of National Woods's Opposition to APCO Construction's Motion for Attorneys' Fees and Costs**	**JA007121-JA007189**	**98**
06-13-13	**Docket Entry and Minute Order Granting APCO's Motion for Summary Judgment Against Gemstone**	**JA000327**	**6**
04-25-18	**Findings of Fact and Conclusions of Law and Order as the Claims of Helix Electric and Cabinetec Against APCO**	**JA006194-JA006264**	**84/85**
11-06-17	**Helix Electric of Nevada's Motion *in Limine* Nos. 1-4**	**JA000534-JA000542**	**8**
	Exhibit 1 – Notice of Entry of Order	JA000543-JA000549	8
	Exhibit 2 – Helix Electric of Nevada, LLC's Amended Notice of 30(b)(6) Deposition of APCO Construction	JA000550 JA000558	8/9
	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
06-01-18	**Helix Electric of Nevada, LLC's Motion for Attorneys' Fees, Interest and Costs**	**JA006551-JA006563**	**90**
	Exhibit 1 – Findings of Fact and Conclusions of Law and Order as to the Claims of Helix Electric of Nevada, LLC Against Camco Pacific Construction, Inc.	JA006564-JA006574	90
	Exhibit 2 – Memorandum of Costs and Disbursements (Helix Electric of Nevada, LLC)	JA006575-JA006580	90
	Exhibit 3 – Prime Interest Rate	JA006581-JA006601	90

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	Exhibit 4 – Declaration of Eric B. Zimbelman in Support of Helix Electric of Nevada, LLC's Motion for Attorneys' Fees, Interest and Costs	JA006583-JA006588	90
	Exhibit 5 – Summary of Fees	JA006589-JA006614	90
08-06-19	**Helix Electric of Nevada LLC's Motion to (I) Re-Open Statistically Closed Case, (II) Dismiss All Unresolved Claims and/or (III) In the Alternative for a Rule 54(B) Certification as to Helix and APCO**	**JA007316-JA007331**	**101**
	Exhibit 1 – Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.'s Against APCO Construction, Inc.	JA007332-JA007335	101
	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
	Exhibit 3 - Notice of Appeal	JA007345-JA007394	101/102
	Exhibit 4 – Amended Notice of Appeal	JA007395-JA007400	102
	Exhibit 5A – 5F -Notices of Entry of Order as to the Claims of Cactus Rose Construction, Fast Glass, Inc., Heinaman Contract Glazing, Helix Electric of	JA007401-JA007517	102/103

Date	Description	Bates Number	Volume(s)
	Nevada, LLC, SWPPP Compliance Solutions, Inc., E&E Fire Protection		
	Exhibit 6 – Order Dismissing Appeal in Part (Case No. 76276)	JA007518-JA007519	103
	Exhibit 7 – Order to Show Cause	JA007520-JA007542	103
	Exhibit 8 -Order Dismissing Appeal (Case No. 76276)	JA007524-JA007527	103
	Exhibit 9 – Notice of Entry of Order to Consolidate this Action with Case Nos. A574391, A574792, A57623. A58389, A584730, A58716, A580889 and A589195	JA 007528-JA007541	103
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	Exhibit 10A – Docket 09A587168 (Accuracy Glass & Mirror v. APCO)	JA007543-JA007585	103
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	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	JA002457-JA002494	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	Bates Number	Volume(s)
	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	Bates Number	Volume(s)
	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	Bates Number	Volume(s)
	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	Bates Number	Volume(s)
	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	JA004035- JA005281	63/64/65/66/67/ 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 ***(Admitted)***	JA001885- JA001974	30/31/32
	Trial Exhibit 5 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work ***(Admitted)***	JA001975- JA001978	32
	Trial Exhibit 6 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work ***(Admitted)***	JA001979- JA001980	32
	Trial Exhibit 10 - Letter from J. Barker to A. Edelstein Re: Notice of Intent to Stop Work (Second Notice) ***(Admitted)***	JA001981- JA001987	32

[5] Filed January 31, 2018

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 13 - Letter from A. Edelstein to Re. Nickerl Re: Termination for Cause (Gemstone) ***(Admitted)***	JA001988-JA002001	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 ***(Admitted)***	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
	Trial Exhibit 24 - Letter from R. Nickerl to Clark County re: Notification of APCO's withdrawal as General Contractor of Record ***(Admitted)***	JA002017-JA002023	33
	Trial Exhibit 26 - Email from J. Gisondo to Subcontractors re: June checks ***(Admitted)***	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 ***(Admitted)***	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**	**Bates Number**	**Volume(s)**
	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 ***(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
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 ***(Admitted)***	JA005786-JA005801	80
	Trial Exhibit 314 - Declaration of Victor Fuchs in support of Helix's Motion for Partial Summary Judgment against Gemstone ***(Admitted)***	JA005802-JA005804	80
	Trial Exhibit 320 – June-August Billings—not paid to APCO ***(Admitted)***	JA005805	80
	Trial Exhibit 321 – Overpayments to Cabinetec ***(Admitted)***	JA005806-	80

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

Date	Description	Bates Number	Volume(s)
	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:	ManhattanWest
Property Location:	Russell Rd and 215 Beltway
Undersigned's Customer:	CAMCO PACIFIC CONSTRUCTION CO., INC
Invoice/Payment Application Number:	
Payment Amount:	
Payment Period:	

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

By:_____
Its:_____

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

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:_____

HELIX00876

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

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

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: _____, 2008

Helix Electric of Nevada LLC

By:_____
Its:_____

HELIX00877

UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

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

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

By:_____
Its:_____

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.

HELIX ELECTRIC EXHIBIT
TO THE RATIFICATION AND AMENDMENT OF SUBCONTRACT AGREEMENT
BETWEEN CAMCO PACIFIC CONSTRUCTION COMPANY, INC.
AND HELIX ELECTRIC.
FOR MANHATTAN WEST CONDOMINIUMS, LAS VEGAS, NV
(HE JOB #16713)
Page 1

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

Agreement Page 2 — **Item 4, Subcontractor Scope of Work, Add the following to the 3rd paragraph:** "Subcontractor acknowledges receipt of the disk entitled "Manhattan West Construction Drawings, August 29, 2008." This disk contains a substantial amount of drawings and did not provide a list of drawings included. Subcontractor has requested a drawing list and has received one to date. Subcontractor will accept only those drawings previously covered by its Subcontract with APCO and any revisions to those drawings for which Subcontractor has been issued a Change Order."

Agreement Page 3 — **Item 4, Subcontractor Scope of Work, 4th paragraph, Item (b) 4th line through 9th line, Delete in its entirety.**

Agreement Page 3 — **Item 4, Subcontractor Scope of Work, Add the following to the end of this section:** 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 — **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:

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

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

Agreement Page 3 — **Item 6, Value Engineering, 5th through 12th lines, Delete in their entirety.**

Agreement Page 4 — **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.**

HELIX00880

Page 4

Robert D. Johnson
Vice President

By: _____
Title: _____
Date: _____

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HELIX ELECTRIC EXHIBIT
TO THE STANDARD SUBCONTRACT AGREEMENT
BETWEEN CAMCO PACIFIC CONSTRUCTION COMPANY, INC.
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FOR MANHATTAN WEST, LAS VEGAS, NV
(HE JOB #16713)
Page 1

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 entirety.**
Check List	**Item 7, Delete in its entirety.**
Check List	**Item 8, Delete in its entirety.**
Cover Sheet	**Insurance, 2nd Sentence, Delete:** "...General..."
Cover Sheet	**Submittals, Delete in 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, 1st sentence, Revise to read as follows:** "All close out documents must be turned in before Camco Pacific can release *final payment.*"
Payment Request	**Delete in its entirety, continue with current billing procedures.**
Agreement	**Contract Price, Correct sum 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	$ 172,500
Phase I Total	$5,555,000

7,675,000 (15%) Profit

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License# 0053810

HELIX00882

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(HE JOB #16713)
Page 2

Agreement I. The Contract Work	**B. Plans and Specifications. Delete the last 2 Sentences (Lines 23 through 27), in their entirety.**
Agreement I. The Contract Work	**C. Submittals, Delete in its entirety.**
Agreement I. The Contract Work	**F. Reduction in the Contract Work, 5th Line, Delete the following:** "...or without..."
Agreement I. The Contract Work	**I. Specific Articles, Delete in its entirety.**
Agreement I. The Contract Work	**J. Job Site Excavation, 2nd and 3rd Sentences, (Lines 3 through 7), Delete in their entirety.**
Agreement I. The Contract 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 project schedule on 11/18/08 at the jobsite. Schedule had no date but reflected an 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

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FOR MANHATTAN WEST, LAS VEGAS, NV
(HE JOB #16713)

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."

Agreement I. The Contract Work	**L. Delay, Lines 7 and 8, Delete the following:** "Subcontractor shall not be entitled to any additional compensation for any delays."
Agreement II. Contract Price and Payment	**A. Contract Price, Lines 7 and 8, Delete the following:** "...an appropriate contingency and..."
Agreement II. Contract Price and Payment	**A. Contract Price, 4th, 5th and 6th Sentences (Lines 9 through 21), Delete in their entirety.**
Agreement II. Contract Price and Payment	**C. Monthly Progress Payments, 3rd Sentence (Lines 6 through 9), Delete in its entirety.**
Agreement II. Contract Price and Payment	**C. Monthly Progress Payments, 6th Sentence (Lines 13 through 17), Delete in its entirety.**
Agreement II. Contract Price and Payment	**D. Final Payments, Item (5), Delete in its entirety.**
Agreement II. Contract Price and Payment	**H. Withholding of Payments, Item (4), Delete in its entirety.**

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Page 4

Agreement II. Contract Price and Payment	**I. Payment of Withheld Amount, 1st Sentence, Delete the following:** "less any expenses incurred by Contractor or damages sustained by Contractor."
Agreement III. Job Conditions and Supervision	**B. No Defects, Delete the 1st Sentence.**
Agreement III. Job Conditions and Supervision	**C. Signs, Delete the 1st Sentence.**
Agreement III. Job Site Conditions and Supervision	**E. Hazardous Material, 1st Sentence, Delete the following:** "... (inclusive of Proposition 65)..."
Agreement 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 the following:** "It is understood that Contractor may charge Subcontractor for trash dumpster usage, if Subcontractor uses Contractor's dumpster."
Agreement III. Job Site Conditions and Supervision	**F. Cleanup, Storage, Reserved Gate and Safety, 14th Line, Delete the following:** "...plus a 20% handling fee."
Agreement III. Job Site Conditions and Supervision	**F. Cleanup, Storage, Reserved Gate and Safety, Last Sentence, Delete in its entirety.** ("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.")

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HELIX ELECTRIC EXHIBIT
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(HE JOB #16713)
Page 5

Agreement IV. Examination by Subcontractor	**A. Review of all Relevant Matters, Item (6), Delete in its entirety.**
Agreement IV. Examination by Subcontractor	**B. No Reliance on Contractor, Delete the Last Sentence in its entirety.**
Agreement IV. Examination by Subcontractor	**C. Satisfaction with Plans, 3rd Sentence (Lines 8 through 10), Delete in its entirety.**
Agreement V. Insurance	**A. Coverage, Delete Items 3, 3i, and 3ii in their entirety.**
Agreement V. Insurance	**A. Coverage, Delete Item 4 in its entirety.**
Agreement V. Insurance	**A. Coverage, Add the following:** "Subcontractor has a $25,000 for medium trade contractor deductible/SIR limit."
Agreement V. Insurance	**C. Waivers of Subrogation, Delete the 2nd Sentence in its entirety.**
Agreement VII. Warranty, Testing and Correction	**A. Warranty of Materials and Workmanship, 3rd 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."
Agreement VII. Warranty, Testing and Correction	**B. Test and Inspection of the Contract Work, Delete the 4th Sentence (Lines 10 through 14) in its entirety.**
Agreement VII. Warranty, Testing and Correction	**C. Correction an Removal of Defective Contract Work, Las Sentence, Delete "20%" and Replace with "5%"**

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

Helix Electric
CONSTRUCTORS • ENGINEERS

HELIX ELECTRIC EXHIBIT
TO THE STANDARD SUBCONTRACT AGREEMENT
BETWEEN CAMCO PACIFIC CONSTRUCTION COMPANY, INC.
AND HELIX ELECTRIC.
FOR MANHATTAN WEST, LAS VEGAS, NV
(HE JOB #16713)
Page 6

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.**

Helix Electric
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(HE JOB #16713)
Page 7

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.**

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(HE JOB #16713)
Page 8

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

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	$ 172,500
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.**

Helix Electric
CONSTRUCTORS • ENGINEERS

HELIX ELECTRIC EXHIBIT
TO THE STANDARD SUBCONTRACT AGREEMENT
BETWEEN CAMCO PACIFIC CONSTRUCTION COMPANY, INC.
AND HELIX ELECTRIC.
FOR MANHATTAN WEST, LAS VEGAS, NV
(HE JOB #16713)
Page 9

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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License# 0053810

HELIX00890

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

HEI CE #	Date Submitted	Description	Submitted Amount	APCO CO #	Change Order Amount
		6/29 Drawings (Delta 2)-Pending Negotiation	$143,000.00		
		GEMSTONE/CAMCO TAKEOVER			
28	9/12/2008	Phase II Site Conduits (see CO#6)	$14,011.00		
30	9/24/2008	Work Order #108-Type S Recessed Fixture	$3,559.00		
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		
	10/21/2008	Missing Options B7, B8 & B9	$14,010.00		
34	10/22/2008	Work Order #110-B8; units 154 & 454 wine bar	$575.00		
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		
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		
42	11/4/2008	Work Order #112-B8/262 cabinet change	$960.00		
		TOTAL:	$356,840.00		

UPDATED 9/29/2008

HELIX ELECTRIC APPROVED CHANGE ORDER LOG

SUBMITTED AS AN ATTACHMENT TO THE CAMCO PACIFIC - SUBCONTRACT AGREEMENT

HEI CE#	Date Submitted	Description	Submitted Amount	APCO CO #	Change Order Amount
1	10/10/2007	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**

CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE AND CORRECT COPY
OF THE ORIGINAL ON FILE

CLERK OF THE COURT

Helix Electric
3078 E. Sunset Road, Suite 9
Las Vegas, NV 89120
Phone: 702/732-1188

WORK ORDER

Date AUG 26 2008

W.O. No. 100
(No. assigned by Field Office. Use No. on all time sheets and Field Charge Reports).

FROM: GEMSTONE DEV
(Name of Customer)

■ HE's Gen. Contractor ☐ HE's Sub Contractor ☒ Owner ☐ Other _____

_____ (Address) _____ (City) _____ (State)

Customer's Job No. _____ and P.O. No. or F.W.O. No. if available _____

We hereby authorize HELIX ELECTRIC to perform the following work: HOOK UP POWER FROM GENERATOR TO TRAILERS. HOOK UP POWER FOR ELEVATOR AT BLD 7 FROM GENERATOR

Location MANHATTAN WEST HE Job No. 16713

REASON FOR WORK: (Check one or more and explain)

1. Additional Work	2. Repair of Damage	3. Modification of Work	4. Damage by HE	5. Other
☒ Not shown on plans and spec's	☐ By others to HE work	☐ Shown on plans and specs	☐ To property of others (ins. claim)	☐ Explain

TERMS:

1. T & M Schedule:
   ☒ Labor $ _____ Per Hr. (Incl. PR Txs, Ins & Fringes)
   Material - Cost Plus 15 %
   Equipment _____
   Overhead _____
   Profit _____

2. Quotation Dated 9/2/08
   ☒ $ $946

3. Other
   ☐ _____

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:

By _____

HELIX ELECTRIC

By _____

HELIX00689

PLAINTIFF'S EXHIBIT 171 A571128 JAN 18 2013 PENGAD 800-631-6989

1-0001
HIBIT

Helix Electric
3078 E. Sunset Rd., Suite 9
Las Vegas, NV 89120
Tel: (702) 732-1188

DAILY FIELD CHARGE REPORT

Date AUG 26 20 08

Name GEMSTONE DEV.

Address

Customer's Contract No.

Job Title MANHATTAN WEST

Work Order No. 100

Field or Location FIELD 6-7 PAD & BLD 7

Day of Work TUESDAY

Work Description HOOK UP TEMP POWER TO CAMCO TRAILER AND HOOK UP ELEVATOR BLD 7

HELIX Job No. 16713

NUMBER OF MEN	CLASSIFICATION	HOURS PER MAN	TOTAL HOURS WORKED	REGULAR RATE	AMOUNT		HOURS AT OVERTIME	PREMIUM TIME RATE	AMOUNT	
1	DWAYNE GARRISON	1	1	1						
1	CHRIS CARD	3	3	3						
1	BRIAN BRUNS	3	3	3						
				TOTALS						

EQUIPMENT

TYPE	MAKE	SIZE	HELIX NO	HOURS PER SHIFT	HOURS AT REG. TIME	REGULAR RATE	AMOUNT		HOURS AT O'TIME	OVERTIME RATE	AMOUNT	
						TOTALS						

OUTSIDE PURCHASES OF SERVICES, MATERIALS, ETC

DELIVERY TICKET NUMBER	VENDOR	DESCRIPTION OF MATERIALS OR SERVICES	AMOUNT
		100' 6/3 50 AMP BOLOGNA CORD	
		1 - 50 AMP MALE PLUG	
		2 - 1¼ S/O CONNECTORS	
		TOTAL	

HELIX ELECTRIC

By

Approved For Customer:

By

HELIX00690

Helix Electric
CONSTRUCTORS + ENGINEERS

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#	27
Date:	9/2/2008
Project Name:	Manhattan West
Project Number:	16713
Page Number:	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.
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 #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

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

HELIX00691

Summary (Cont'd)

Final Amount	*$946.00*

CLIENT ACCEPTANCE

CCN#: 27
Final Amount:$946.00
Name:
Date:
Signature:
Change Order #:

I hereby accept this quotation and authorize the contractor to complete the above described work.

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

GEMSTONE DEVELOPMENT

9121 W. Russell Rd. #117
Las Vegas, NV 89148
(702) 614.3193 phone
(702) 614 0669 fax

RECEIVED
SEP 03 2008
HELIX ELECTRIC

TRANSMITTAL

Company: Helix
ATTN:
Address:
Project/Reference: ManhattanWest
From:
Date: September 1, 2008

We are Sending: ☐ Specifications ☐ Change Order ☐ Submittal
☐ RFI ☐ Shop Drawings ☐ O&M Manual
☑ Other

For: ☑ Your Records ☐ As Requested ☐ Other
☐ Your Use ☐ Your Review/Approval

Comments: Ratification of Subcontract Agreement
Ck # 47111 HC
Manhattan West 8-29-08
Cancel Schedule

Received by: Robert D Johnson
Signature: Robert D Johnson
Date: 9/3/08

DEPOSITION EXHIBIT 28 PAIRY

HELIX00893

PLAINTIFF'S EXHIBIT 172 A571228 JAN 18 2011 PENCAD 800-631-6989

GEMSTONE DEVELOPMENT

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. Fuchs:

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 Gemstone 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,

GEMSTONE DEVELOPMENT WEST, INC.

Jennifer Griffith
Project Manager

HELIX00894

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. **Amendments.** Attached hereto as **Exhibit B** 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. **Change Orders.** Attached hereto as **Exhibit C** 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 **Exhibit D** 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. **Removal of Future Buildings.** 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. **Subcontractor Scope of Work**. 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	
Building 2	
Building 3	
Building 4	
Building 5	
Building 6	
Building 7	
Building 8	
Building 9	
Building 10	
Building 11	
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

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 **Schedule 1** (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. **Ratification**. 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. **Value Engineering.** In the event that Camco delivers written notice to Subcontractor of a specific value engineering initiative (the "VE Initiative"), 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 "Value Engineering Deduct"). 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. **Successors and Assigns**. This Assignment is binding on and inures to the benefit of the parties to it, their heirs, executors, administrators, successors in interest, and assigns.

8. **Governing Law**. 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. **Further Assurances**. 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

_____, a _____ corporation

_____

By:
Its:

Camco
Camco Pacific Construction Company, Inc., a California corporation

_____

By:
Its:

SCHEDULE 1
TO EXHIBIT A
TO THE SUBCONTRACT AGREEMENT

Camco Schedule

HELIX00899

EXHIBIT A
TO THE RATIFICATION

Subcontract Agreement

EXHIBIT B
TO THE RATIFICATION

Amendments

EXHIBIT C
TO THE RATIFICATION

Submitted Change Orders

HELIX00902

EXHIBIT D
TO THE RATIFICATION

Previously Approved Change Orders

HELIX00903

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

Helix Electric
CONSTRUCTORS • ENGINEERS

$148,340.45

INVOICE # 16713-012
CUSTOMER # 1611

RECEIVED
SEP 1 8 2008
CAMCO PACIFIC CONST

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

INVOICE DATE: 19-Sep-08
PERIOD THRU: 9/30/2008
OUR JOB NO.: 16713
JOB NAME: Manhattan West

07101174 Jo
SR11.08

YOUR JOB NO.:

condos $360,132.50
$36013.25 $324,119.25

approved to pay 11/17/08
Grayson Electric $19,373.03
Penhall Company $10655.10
Gypro $78,742.28
QED, Inc. $1008.39

ORIGINAL CONTRACT			13,230,000.00
CHANGE ORDER THROUGH #			480,689.01
CONTRACT AMOUNT TO DATE			13,710,689.01
GROSS BILLING	40%		5,534,048.11
PREVIOUSLY BILLED			5,140,207.11
GROSS CURRENT PERIOD			393,841.00
RETENTION	10%		39,384.10
NET AMOUNT DUE THIS PERIOD			354,456.90
OUTSTANDING FROM PRIOR PERIOD	Inv #16713-010R2 Inv #16713-011		510,255.00 334,710.00
TOTAL AMOUNT DUE			1,199,422

NPCO # 27 signed
— $?
labor 9/30/08
Crescent - due $604.23? (NO)
R2W 9/30/08
Tomarco all inv. thru 9/30/08
Penhall all inv. thru 9/30/08
grayson all inv thru 9/30/08

POSTED

12/15/08 mail to lender

Pursuant to B&P code section 7108.5 a penalty of 2% per month of the amount owed, plus attorney'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 owner.

11/5/08 Eddie emailed
11/18/08 emailed Eddie

Inc.
√ yellow highlights
log ?? > lines off!

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

01933

PLAINTIFF'S EXHIBIT 173 A571228
PENGAD 800-631-6989

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO (Owner):	*Camco Pacific* *2925 E Patrick Lane Suite G* *Las Vegas, NV 89120* *Attn: Yvonne Farren*	PROJECT:	*Manhattan Condominiums* *30 E. Serene* *Las Vegas, NV 89123*	APPLICATION NUMBER: PERIOD TO: PROJECT NOS	16713-012 9/30/2008	Distribution to: OWNER ARCHITECT CONTRACTOR
FROM : (Contractor)	*Helix Electric* *3078 E. Sunset Rd., Ste#9* *Las Vegas, NV 89120*	VIA (ARCHITECT):		CONTRACT DATE:		

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. PARTIAL CONTRACT SUM		$ 13,230,000.00
2. Net change by Change Orders		480,689.01
3. CONTRACT SUM TO DATE (Line 1+2)		$ 13,710,689.01
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 5,534,048.11
5. RETAINAGE:		
a. 10% of Completed Work (Column D + E on G703)	$ 553,404.81	
b. 10% of Stored Material (Column F on G703)	$ -	
Total Retainage (Line 5a + 5b or Total in Column I of G703)		$ 553,404.81
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ 4,980,643.30
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 4,626,186.40
8. CURRENT PAYMENT DUE		$ 354,456.90
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		$ 8,730,045.71

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total Approved this Month		
TOTALS	-	-
NET CHANGES by Change Order	480,689.01	

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

CONTRACTOR:

By: _____ Date: 9/19/08

Robert D Johnson, Vice President

State Of: NEVADA
County Of: CLARK

Subscribed and sworn to before me this 19th day of September, 2008

Notary Public: _____

My Commission expires: 1/9/2010

EDNA K. BENNETT
Notary Public, State of Nevada
Appointment No. 98-0611-1
My Appt. Expires Jan. 9, 2010

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the 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 indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... $354,456.90

(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 amount certified.)

ARCHITECT:

By: _____ Date: _____

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.

CONTINUATION SHEET

AIA DOCUMENT G703

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.

APPLICATION NUMBER: 16713-012
APPLICATION DATE: 9/19/2008
PERIOD TO: 9/30/2008
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
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
1	ELECTRICAL ENGINEERING	155,000.00	83,700.00			83,700.00	54%	71,300.00	8,370.00
2	MOBILIZATION	60,000.00	60,000.00			60,000.00	100%	-	6,000.00
3	Office Trailer/Admin. 24 months	120,000.00	60,000.00	15,000.00		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		69,375.00	93%	5,625.00	6,937.50
5	Electrical Permits	65,000.00	40,000.00	15,000.00		55,000.00	85%	10,000.00	5,500.00
6	Submittals	10,000.00	10,000.00			10,000.00	100%	-	1,000.00
7	Supervision/Planning/Coordination	120,000.00	108,250.00	3,000.00		111,250.00	93%	8,750.00	11,125.00
8	BUILDING #1-TYPE V (52 units)		-			-		-	-
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	-
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 Walls/Ceilings	65,000.00	-			-		65,000.00	-
15	1st Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
16	2nd Floor Rough Walls/Ceilings	65,000.00	-			-		65,000.00	-
17	2nd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
18	3rd Floor Rough Walls/Ceilings	65,000.00	-			-		65,000.00	-
19	3rd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
20	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	58,950.00	3,000.00		61,950.00	95%	3,550.00	6,195.00
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	40,000.00	7,500.00		47,500.00	95%	2,500.00	4,750.00
26	2nd Sublevel 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	22,500.00	1,250.00		23,750.00	95%	1,250.00	2,375.00
29	2nd Floor Rough and Trim	25,000.00	22,500.00	1,250.00		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		23,750.00	95%	1,250.00	2,375.00
31	4th Floor Rough and Trim	25,000.00	22,500.00	1,250.00		23,750.00	95%	1,250.00	2,375.00
32	Roof Plan	2,500.00	-			-		2,500.00	-
33	BUILDING #3-TYPE II		-			-		-	-
34	Light Fixture Package	65,500.00	58,950.00	3,000.00		61,950.00	95%	3,550.00	6,195.00
35	Distribution Package	25,000.00	22,500.00	2,500.00		25,000.00	100%	-	2,500.00
36	Low Voltage Systems (FA, CCTV, CA, etc.	50,000.00	25,000.00	22,500.00		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	10,000.00	13,750.00		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		23,750.00	95%	1,250.00	2,375.00
41	3rd Floor Rough and Trim	25,000.00	10,000.00	13,750.00		23,750.00	95%	1,250.00	2,375.00
42	4th Floor Rough and Trim	25,000.00	10,000.00	13,750.00		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	-			-		76,000.00	-

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
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
46	Distribution Package	70,000.00	-			-		70,000.00	-
47	Low Voltage Systems (FA, CCTV, CA, etc	40,000.00	-			-		40,000.00	-
48	Underslab Branch Conduit & Wire	57,000.00	-			-		57,000.00	-
49	Garage & 1st floor deck-conduit/wire	275,000.00	-			-		275,000.00	-
50	1st Floor Rough Walls/Ceilings	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	-			-		65,000.00	-
53	2nd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
54	3rd Floor Rough Walls/Ceilings	65,000.00	-			-		65,000.00	-
55	3rd Floor Device and Fixture Trim	10,000.00	-			-		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	-			-		10,000.00	-
58	BUILDING #5-TYPE I (76 units)		-			-		-	-
59	Light Fixture Package	106,000.00	-			-		106,000.00	-
60	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	-			-		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	-
65	1st Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
66	2nd Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-
67	2nd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
68	3rd Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-
69	3rd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
70	4th Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-
71	4th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
72	BUILDING #6-TYPE I (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	-			-		50,000.00	-
76	Underslab Branch Conduit & Wire	85,000.00	-			-		85,000.00	-
77	Garage & 1st floor deck-conduit/wire	400,000.00	-			-		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	-			-		10,000.00	-
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/Ceilings	75,000.00	-			-		75,000.00	-
83	3rd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
84	4th Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-
85	4th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
86	BUILDING #7-TYPE III (76 units)	-	-			-		-	-
87	Light Fixture Package	141,000.00	92,250.00	14,000.00	419	106,250.00	75%	34,750.00	10,625.00
88	Distribution Package	225,000.00	192,000.00	10,000.00	420	202,000.00	90%	23,000.00	20,200.00
89	Low Voltage Systems (FA, CCTV, CA, etc	50,000.00	20,000.00	10,000.00	421	30,000.00	60%	20,000.00	3,000.00
90	Generator	100,000.00	95,000.00			95,000.00	95%	5,000.00	9,500.00
91	Underslab Branch Conduit & Wire	68,000.00	64,500.00			64,500.00	95%	3,500.00	6,450.00
92	Garage & 1st floor deck-conduit/wire	330,000.00	313,500.00			313,500.00	95%	16,500.00	31,350.00
93	1st Floor Rough Deck/Walls/Ceilings	95,500.00	47,750.00	14,500.00	425	62,250.00	65%	33,250.00	6,225.00
94	1st Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
95	2nd Floor Rough Deck/Walls/Ceilings	95,500.00	81,250.00	5,000.00	427	86,250.00	90%	9,250.00	8,625.00
96	2nd Floor Device and Fixture Trim	10,000.00	-	(ND)		-		10,000.00	-
97	3rd Floor Rough Deck/Walls/Ceilings	95,500.00	81,250.00	5,000.00	429 - 7	86,250.00	90%	9,250.00	8,625.00

419-25K-7
(419, 58K 738)

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
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	81,250.00	5,000.00	401	86,250.00	90%	9,250.00	8,625.00
100	4th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
101	5th Floor Rough Deck/Walls/Ceilings	95,500.00	81,250.00	5,000.00	433	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	7,675.00
104	6th Floor Device and Fixture Trim	10,000.00	-			-		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	5,775.00
106	7th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
107	8th Floor Rough Deck/Walls/Ceilings	95,500.00	47,750.00	10,000.00	439	57,750.00	60%	37,750.00	5,775.00
108	8th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
109	9th Floor Rough Deck/Walls/Ceilings	95,500.00	47,750.00			47,750.00	50%	47,750.00	4,775.00
110	9th Floor Device and Fixture Trim	5,000.00	-			-		5,000.00	-
111	BUILDING #8-TYPE I (76 units)		-			-		-	-
112	Light Fixture Package	106,000.00	95,500.00	5,500.00	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%	-	8,300.00
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	4,750.00
115	Underslab Branch Conduit & Wire	85,000.00	76,500.00	4,500.00	587	81,000.00	95%	4,000.00	8,100.00
116	Garage & 1st floor deck-conduit/wire	400,000.00	380,000.00			380,000.00	95%	20,000.00	38,000.00
117	1st Floor Rough Walls/Ceilings	75,000.00	71,250.00			71,250.00	95%	3,750.00	7,125.00
118	1st Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
119	2nd Floor Rough Walls/Ceilings	75,000.00	71,250.00			71,250.00	95%	3,750.00	7,125.00
120	2nd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
121	3rd Floor Rough Walls/Ceilings	75,000.00	71,250.00			71,250.00	95%	3,750.00	7,125.00
122	3rd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
123	4th Floor Rough Walls/Ceilings	75,000.00	71,250.00			71,250.00	95%	3,750.00	7,125.00
124	4th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
125	BUILDING #9-TYPE I (76 units)		-			-		-	-
126	Light Fixture Package	106,000.00	95,500.00	5,500.00	738 - ?	101,000.00	95%	5,000.00	10,100.00
127	Distribution Package	83,000.00	79,000.00	4,000.00	739	83,000.00	100%	-	8,300.00
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	Underslab Branch Conduit & Wire	85,000.00	76,500.00	4,500.00	741	81,000.00	95%	4,000.00	8,100.00
130	Garage & 1st floor deck-conduit/wire	400,000.00	380,000.00			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	-
133	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	3rd Floor Rough Walls/Ceilings	75,000.00	71,250.00			71,250.00	95%	3,750.00	7,125.00
136	3rd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
137	4th Floor Rough Walls/Ceilings	75,000.00	71,250.00			71,250.00	95%	3,750.00	7,125.00
138	4th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
139	BUILDING #10-TYPE I (76 units)		-			-		-	-
140	Light Fixture Package	106,000.00	-			-		106,000.00	-
141	Distribution Package	83,000.00	-			-		83,000.00	-
142	Low Voltage Systems (FA, CCTV, CA, etc	50,000.00	-			-		50,000.00	-
143	Underslab Branch Conduit & Wire	85,000.00	-			-		85,000.00	-
144	Garage & 1st floor deck-conduit/wire	400,000.00	-			-		400,000.00	-
145	1st 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	-
149	3rd Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
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
150	3rd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
151	4th Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-
152	4th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
153	BUILDING #11-TYPE I (76 units)		-			-		-	-
154	Light Fixture Package	106,000.00	-			-		106,000.00	-
155	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	-			-		85,000.00	-
158	Garage & 1st floor deck-conduit/wire	400,000.00	-			-		400,000.00	-
159	1st Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-
160	1st Floor Device and Fixture 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	-			-		10,000.00	-
163	3rd Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-
164	3rd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
165	4th Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-
166	4th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
167	BUILDING #12-TYPE IV (66 units)		-			-		-	-
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	-			-		45,000.00	-
171	Underslab Branch Conduit & Wire	76,000.00	-			-		76,000.00	-
172	Garage & 1st floor deck-conduit/wire	350,000.00	-			-		350,000.00	-
173	1st Floor Rough Walls/Ceilings	70,000.00	-			-		70,000.00	-
174	1st Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
175	2nd Floor Rough Walls/Ceilings	70,000.00	-			-		70,000.00	-
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 Device and Fixture Trim	10,000.00	-			-		10,000.00	-
181	SITE LIGHTING		-			-		-	-
182	Furnish Landscape Lighting	257,000.00	-			-		257,000.00	-
183	Furnish Courtyard Lighting	59,000.00	-			-		59,000.00	-
184	Furnish Sports Lighting	6,000.00	-			-		6,000.00	-
185	Furnish Parking Lot Pole Lighting	64,000.00	-			-		64,000.00	-
186			-			-		-	-
187			-			-		-	-
188			-			-		-	-
189			-			-		-	-
190			-			-		-	-
191			-			-		-	-
192			-			-		-	-
193			-			-		-	-
194			-			-		-	-
195			-			-		-	-
196			-			-		-	-
197			-			-		-	-
198			-			-		-	-
199			-			-		-	-
200			-			-		-	-
201			-			-		-	-
202			-			-		-	-
203			-			-		-	-
204			-			-		-	-
205			-			-		-	-
	Original Contract Totals	13,230,000.00	4,917,225.00	284,500.00		5,201,725.00	39%	8,028,275.00	520,172.50

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED: FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED: 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					-		-	-
206	CO#1-Contract Adjustment (inc. above)					-		-	-
207	CO#2-Apco Trailer Hookup	1,622.00	1,622.00			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#5-Delete Utility Stubs Phase I	(15,000.00)	(15,000.00)			(15,000.00)	100%	-	(1,500.00)
211	CO#6-Delete Site Conduits-Phase I & II	(13,000.00)	(13,000.00)			(13,000.00)	100%	-	(1,300.00)
212	CO#7-Building #9 Options	45,472.00	39,781.96			39,781.96	87%	5,690.04	3,978.20
213	CO#8a-Building #8 Options	42,994.00	39,596.00			39,596.00	92%	3,398.00	3,959.60
214	CO#8b-Additional B8 & B9 Options	40,258.00	39,866.40			39,866.40	99%	391.60	3,986.64
215	CO#9-Building #7 Options	25,639.01		15,500.00	805	15,500.00	60%	10,139.01	1,550.00
216	CO#10-Building #2 OT	3,841.00		3,841.00	797	3,841.00	100%	-	384.10
217	CO#11-CO2 Raceway	21,500.00		21,500.00		21,500.00	100%	-	2,150.00
218	CO#12-Delta 2 "Red Lines"	78,500.00	-			-		78,500.00	-
219	CO#13-C2 Split	53,756.00	26,000.00	22,500.00	797	48,500.00	90%	5,256.00	4,850.00
220	CO#14-Delta 3	92,117.00	46,180.75	23,000.00	801	69,180.75	75%	22,936.25	6,918.08
221	CO#15-Delta 5	94,990.00	47,935.00	23,000.00	802	70,935.00	75%	24,055.00	7,093.50
222						-		-	-
223						-		-	-
224						-		-	-
225						-		-	-
226						-		-	-
227						-		-	-
228						-		-	-
229						-		-	-
230						-		-	-
231						-		-	-
232						-		-	-
233						-		-	-
234						-		-	-
235						-		-	-
236						-		-	-
237						-		-	-
	Total Change Orders	480,689.01	222,982.11	109,341.00		332,323.11	69%	148,365.90	33,232.31
	Total Revised Contract	13,710,689.01	5,140,207.11	393,841.00		5,534,048.11	40%	8,176,640.90	553,404.81

COST.

HELIX ELECTRIC

MATERIAL STORED BILLING STATUS

MANHATTAN WEST

PERIOD: Sep-08

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	$ 26,000.00		$ 26,000.00	$ -
35	$ 15,000.00		$ 15,000.00	$ -
87	$ 48,250.00		$ 48,250.00	$ -
88	$ 38,000.00		$ 38,000.00	$ -
93	$ 20,000.00		$ 20,000.00	$ -
95	$ 20,000.00		$ 20,000.00	$ -
97	$ 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		$ 7,500.00	$ -
121	$ 7,500.00		$ 7,500.00	$ -
123	$ 7,500.00		$ 7,500.00	$ -
126	$ 39,500.00		$ 39,500.00	$ -
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		$ 7,500.00	$ -
TOTALS	$ 618,250.00	$ -	$ 618,250.00	$ -

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

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: Manhattan West

Property Location: Russell Road/Rocky Hill Street

Undersigned's Customer: Camco Pacific

Invoice/Payment Application Number: N/A

Payment Amount: $ 175,778.80

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, 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 *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)

By: Robert D. Johnson

Title: Robert D. Johnson, 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.

EVANS CONSTRUCTION SERVICES - TRUST ACCOUNT(B) [illegible] CHECK NO. 39474

INVOICE	CAT NO.	INV DT	AMOUNT	RETN.	NET AMOUNT	DESCRIPTION
	CONDOS					CONDOS
16713012		11/17/08	7008.39	.00	7008.39	ON BHLF OF CAMCO PACIFIC CONS
						VOUCHER# SR11.08-04

RECEIVED
NOV 19 2008
HELIX ELECTRIC

16713
Andy Reivera
Sept Part
$175,778.80

JOB # 16713
FILE # 1
OTHER

CHK TOTAL: 7008.39

DETACH AND RETAIN FOR YOUR RECORDS

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT ■ CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM

NEVADA CONSTRUCTION SERVICES
2500 N. BUFFALO DRIVE, SUITE 140
LAS VEGAS, NEVADA 89128
(702) 251-1150

BANK OF AMERICA
LAS VEGAS, NEVADA 89104
94-72/1224

TRUST ACCOUNT (B)

CONTROL NO. 531547
CHECK NUMBER
11/17/08
CHECK DATE

THIS CHECK WILL NOT BE HONORED IF PRESENTED 6 MONTHS AFTER THE ISSUE DATE.

PAY *SEVEN THOUSAND EIGHT DOLLARS AND 39 CENTS

AMOUNT
*****7,008.39*

TO THE ORDER OF
HELIX ELECTRIC AND
QED, INC.

⑈531547⑈ ⑆122400724⑆ 048372999⑈

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK - HOLD AT AN ANGLE TO SEE THE MARK WHEN CHECKING THE ENDORSEMENTS

HELIX00657

EVADA CONSTRUCTION SERVICES - TRUST ACCOUNT(B) 011130 MANHATTANWEST PHASE 1 CHECK NO. 531544

INVOICE	CAT NO.	INV DT	AMOUNT	RETN.	NET AMOUNT	DESCRIPTION
	CONDOS					CONDOS
16713012		11/17/08	79373.03	.00	79373.03	ON BHLF OF CAMCO PACIFIC
						VOUCHER# SR11.08-01

RECEIVED
NOV 19 2008
HELIX ELECTRIC

16713
Andy Rivera
Sept. Part.

CHK TOTAL: 79373.03

ETACH AND RETAIN FOR YOUR RECORDS

VERIFY THE AUTHENTICITY OF THIS MULTITONE SECURITY DOCUMENT ■ CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM

NEVADA CONSTRUCTION SERVICES
7600 N. BUFFALO DRIVE, SUITE 140
LAS VEGAS, NEVADA 89128
(702) 251-1150
TRUST ACCOUNT (B)

BANK OF AMERICA
CHARLESTON PEORIA BRANCH
4870 W. CHARLESTON BLVD.
LAS VEGAS, NV 89102
91-7/1224

CONTROL NO. 531544
CHECK NUMBER 531544
CHECK DATE 11/17/08

THIS CHECK WILL NOT BE HONORED IF PRESENTED 6 MONTHS AFTER THE ISSUE DATE

PAY ****79,373*DOLLARS*AND*03*CENTS

AMOUNT ****79,373.03*

TO THE ORDER OF
HELIX ELECTRIC AND
GRAYBAR ELECTRIC

⑈531544⑈ ⑆122400724⑆ 04837299⑈

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HELIX00658

EVADA CONSTRUCTION SERVICES - TRUST ACCOUNT(B) MANHATTANWEST PHASE I CHECK NO. 531545

INVOICE	CAT NO.	INV DT	AMOUNT	RETN.	NET AMOUNT	DESCRIPTION
CONDOS						CONDOS
16713012		11/17/08	10655.10	.00	10555.10	ON BHLF OF CAMCO PACIFIC CONS
						VOUCHER# SR11.08-02

RECEIVED
NOV 19 2008
HELIX ELECTRIC

16713
Andy Rivera
Sept Part

CHK TOTAL: 10555.10

ETACH AND RETAIN FOR YOUR RECORDS

VERIFY THE AUTHENTICITY OF THIS MULTITONE SECURITY DOCUMENT ■ CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM

NEVADA CONSTRUCTION SERVICES
2500 N BUFFALO DRIVE SUITE 140
LAS VEGAS, NEVADA 89128
(702) 251-1150
TRUST ACCOUNT(B)

BANK OF AMERICA
CHARLESTON/RAMPART BRANCH
LAS VEGAS, NEVADA
84-72/1224

CONTROL NO. 531545
CHECK NUMBER 531545
CHECK DATE 11/17/08

THIS CHECK WILL NOT BE HONORED IF PRESENTED 6 MONTHS AFTER THE ISSUE DATE.

PAY $TEN THOUSAND SIX HUNDRED FIFTY FIVE AND 10 CENTS

AMOUNT
**10,655.10*

TO THE ORDER OF
HELIX ELECTRIC AND
PENHALL COMPANY

⑈531545⑈ ⑆122400724⑆ 048372999⑈

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HELIX00659

EVADA CONSTRUCTION SERVICES - TRUST ACCOUNT(B) 011130 MANHATTANWEST PHASE 1 CHECK NO. 531546

INVOICE	CAT-NO.	INV-DT	AMOUNT	RETN.	NET AMOUNT	DESCRIPTION
16713012	CONDOS	11/17/08	78742.28	.00	78742.28	CONDOS ON BHLF OF CAMCO PACIFIC CONS
						VOUCHER# SR11.08-03

RECEIVED
NOV 19 2008
HELIX ELECTRIC

16713
Andy Rivera
Sept Bat

CHK TOTAL: 78742.28

ETACH AND RETAIN FOR YOUR RECORDS

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT ■ CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM

NEVADA CONSTRUCTION SERVICES
2500 N. BUFFALO DRIVE, SUITE 140
LAS VEGAS, NEVADA 89128
(702) 251-1160

BANK OF NEVADA
LAS VEGAS, NEVADA 89128
84-32/1224

531546

TRUST ACCOUNT (B)

CONTROL NO
531546
CHECK NUMBER

11/12/08
CHECK DATE

THIS CHECK WILL NOT BE HONORED IF PRESENTED 6 MONTHS AFTER THE ISSUE DATE.

PAY ***78,742*DOLLARS*AND*28*CENTS

AMOUNT
***78,742.28*

TO THE ORDER OF
HELIX ELECTRIC AND
GEXPRO

⑈531546⑈ ⑆122400724⑆ 048372999⑈

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HELIX00660

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CLERK OF THE COURT

Helix Electric

Constructors Engineers
Manhattan West Condominiums

Camco Pacific Construction
Attn: Mike Wood

Re: B8/B9-Corridors on Floors 1-3 ***October 6, 2008***

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

HELIX00761

PENGAD 800-631-6989
PLAINTIFF'S EXHIBIT 174
A571228
JAN 18 2019

-0001
IBIT

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CLERK OF THE COURT

Helix Electric
CONSTRUCTORS • ENGINEERS

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#	41
Date:	10/29/2008
Project Name:	Manhattan West
Project Number:	16713
Page Number:	1

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 9/16/08 and Daily Field Charge Report dated 10/25/08.

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.
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. Caliche and hard digging not included.

Itemized Breakdown

Description	Qty	Net Price U	Labor U	Total Mat($)	Total Hours
15A 1P BREAKER BOLT-ON	1	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

General Materials		901.26
Material Tax	(@ 7.750 %)	69.85
Material Total		**971.11**
Labor OT	(8.00 Hrs @ $66.86)	534.88
Foreman OT	(2.00 Hrs @ $91.38)	182.76
Engineering / Estimating	(0.50 Hrs @ $45.00)	22.50
Safety @ 1%		7.40
Small Tools @ 5%		37.00
Subtotal		**1,755.65**
Overhead	(@ 10.000 %)	175.57
Markup	(@ 5.000 %)	96.56
Subtotal		**2,027.78**
Final Adj.		0.22

HELIX00710

PENGAD 800-631-6989
PLAINTIFF'S EXHIBIT 175
A571228 JAN 18 2011

Summary (Cont'd)

Final Amount	$2,028.00

CLIENT ACCEPTANCE

CCN#: 41
Final Amount:$2,028.00
Name:
Date:
Signature:
Change Order #:

I hereby accept this quotation and authorize the contractor to complete the above described work.

Helix Electric
3078 E. Sunset Rd., Suite 9
Las Vegas, NV 89120
Tel: (702) 732-1188

DAILY FIELD CHARGE REPORT

Date OCT 25 20 08

Name CAMCO PACIFIC / GEMSTONE

Address 9255 W. RUSELL RD

Customer's Contract No.

Job Title MANHATTAN WEST

Work Order No. 104

Field or Location BLD 9 UNIT 467

Day of Work SATURDAY

Work Description REPLACE & RETERMINATE ALL BREAKERS IN PANEL DUE TO FIRE CAULK DAMAGE

HELIX Job No. 16713

NUMBER OF MEN	CLASSIFICATION	HOURS PER MAN	TOTAL HOURS WORKED	REGULAR RATE	AMOUNT		HOURS AT OVERTIME	PREMIUM TIME RATE	AMOUNT	
1	DWAYNE GARRISON	2	2				2			
1	MATT LEACH	8	8				8			
				TOTALS						

EQUIPMENT

TYPE	MAKE	SIZE	HELIX NO	HOURS PER SHIFT	HOURS AT REG. TIME	REGULAR RATE	AMOUNT		HOURS AT O'TIME	OVERTIME RATE	AMOUNT	
						TOTALS						

OUTSIDE PURCHASES OF SERVICES, MATERIALS, ETC

DELIVERY TICKET NUMBER	VENDOR	DESCRIPTION OF MATERIALS OR SERVICES	AMOUNT	
		18 20AMP BREAKERS		
		3 20AMP AFCI BREAKERS		
		1 20AMP 2 POLE BREAKER		
		1 15 AMP BREAKER		
		1 40AMP 2 POLE BREAKER		
		TOTAL		

HELIX ELECTRIC

By

Approved For Customer:

By

HELIX00712

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OF THE ORIGINAL ON FILE

CLERK OF THE COURT

16 = 16666.67
87 = 16666.67
164 = 16666.67
412 = 16666.67
517 = 16666.67
731 = 16666.67

19 = 2000.00
20 = 2600.00
91 = 425.00
168 = 425.00
416 = 1710
581 = 2420
735 = 2420
22 = 2500
94 = 3550

Helix Electric
CONSTRUCTORS · ENGINEERS

INVOICE # 16713-013
CUSTOMER # 1611

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

INVOICE DATE: 20-Oct-08
PERIOD THRU: 10/31/2008
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%	5,935,289.71
PREVIOUSLY BILLED		5,534,048.11
GROSS CURRENT PERIOD		401,241.60
RETENTION	10%	40,124.16
NET AMOUNT DUE THIS PERIOD		361,117.44
OUTSTANDING FROM PRIOR PERIOD	Inv #16713-011	334,710.00
	Inv #16713-012	354,456.90
TOTAL AMOUNT DUE		1,050,284

Approved
$189435.58
gross
$170,492.03

Pursuant to B&P code section 7108.5 a penalty of 2% per month of the amount owed, plus attorney'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 owner.

3078 AE. Sunset Road, #9, Las Vegas, NV 89120 Tel (702) 732-1188 Fax (702) 732-4388
Nevada Contractor's License #0053810

01391

PLAINTIFF'S EXHIBIT 176 A571228 JAN 1 b 201
PENCAD 800-631-6989

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO (Owner): *Camco Pacific*
2925 E Patrick Lane Suite G
Las Vegas, NV 89120
Attn: Yvonne Farren

FROM: (Contractor) *Helix Electric*
3078 E. Sunset Rd., Ste#9
Las Vegas, NV 89120

PROJECT: *Manhattan Condominiums*
30 E. Serene
Las Vegas, NV 89123

VIA (ARCHITECT):

APPLICATION NUMBER: 15713-013
PERIOD TO: 10/31/2008
PROJECT NOS

CONTRACT DATE:

Distribution to:
- OWNER
- ARCHITECT
- CONTRACTOR

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. PARTIAL CONTRACT SUM		$ 13,230,000.00
2. Net change by Change Orders		480,689.01
3. CONTRACT SUM TO DATE (Line 1+2)		$ 13,710,689.01
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 5,935,289.71
5. RETAINAGE:		
a. 10% of Completed Work (Column D + E on G703)	$ 593,528.97	
b. 10% of Stored Material (Column F on G703)	$ -	
Total Retainage (Line 5a + 5b or Total in Column I of G703)		$ 593,528.97
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ 5,341,760.74
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 4,980,643.30
8. CURRENT PAYMENT DUE		$ 361,117.44
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		$ 8,368,928.27

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total Approved this Month		
TOTALS	-	-
NET CHANGES by Change Order	480,689.01	

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

CONTRACTOR:
By: Robert D Johnson, Vice President Date: 10/20/08

State Of: NEVADA
County Of: CLARK
Subscribed and sworn to before me this 20th day of October, 2008
Notary Public:
My Commission expires: 1/9/2010

EDNA K. BENNETT
Notary Public, State of Nevada
Appointment No. 98-0611-1
My Appt. Expires Jan. 9, 2010

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the 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 indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $361,117.44

(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 amount certified.)

ARCHITECT:
By: Date:

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.

CONTINUATION SHEET

AIA DOCoMENT G703

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.

APPLICATION NUMBER: 15713-013
APPLICATION DATE: 10/20/2008
PERIOD TO: 10/31/2008
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED: FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED: 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	ELECTRICAL ENGINEERING	155,000.00	83,700.00			83,700.00	54%	71,300.00	8,370.00
2	MOBILIZATION	60,000.00	60,000.00			60,000.00	100%	-	6,000.00
3	Office Trailer/Admin, 24 months	120,000.00	75,000.00	10,000.00		85,000.00	71%	35,000.00	8,500.00
4	Project Engineer, CAD, Project Assistant	75,000.00	69,375.00	2,000.00		71,375.00	95%	3,625.00	7,137.50
5	Electrical Permits	65,000.00	55,000.00	10,000.00		65,000.00	100%	-	6,500.00
6	Submittals	10,000.00	10,000.00			10,000.00	100%	-	1,000.00
7	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)		-			-		-	-
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	-
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 Walls/Ceilings	65,000.00	-			-		65,000.00	-
15	1st Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
16	2nd Floor Rough Walls/Ceilings	65,000.00	-			-		65,000.00	-
17	2nd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
18	3rd Floor Rough Walls/Ceilings	65,000.00	-			-		65,000.00	-
19	3rd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
20	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
25	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 Sublevel Garage UG and Deck	200,000.00	190,000.00	10,000.00		200,000.00	100%	-	20,000.00
27	1st Sublevel Garage and Deck	255,000.00	242,500.00	12,500.00		255,000.00	100%	-	25,500.00
28	1st Floor Rough and Trim	25,000.00	23,750.00	1,250.00		25,000.00	100%	-	2,500.00
29	2nd Floor Rough and Trim	25,000.00	23,750.00	1,250.00		25,000.00	100%	-	2,500.00
30	3rd Floor Rough and Trim	25,000.00	23,750.00	1,250.00		25,000.00	100%	-	2,500.00
31	4th Floor Rough and Trim	25,000.00	23,750.00	1,250.00		25,000.00	100%	-	2,500.00
32	Roof Plan	2,500.00	-			-		2,500.00	-
33	BUILDING #3-TYPE II		-			-		-	-
34	Light Fixture Package	65,500.00	61,950.00	3,550.00		65,500.00	100%	-	6,550.00
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	2,500.00		50,000.00	100%	-	5,000.00
37	2nd Sublevel Garage UG and Deck	200,000.00	190,000.00	10,000.00		200,000.00	100%	-	20,000.00
38	1st Sublevel Garage and Deck	255,000.00	242,500.00	12,500.00		255,000.00	100%	-	25,500.00
39	1st Floor Rough and Trim	25,000.00	23,750.00	1,250.00		25,000.00	100%	-	2,500.00
40	2nd Floor Rough and Trim	25,000.00	23,750.00	1,250.00		25,000.00	100%	-	2,500.00
41	3rd Floor Rough and Trim	25,000.00	23,750.00	1,250.00		25,000.00	100%	-	2,500.00
42	4th Floor Rough and Trim	25,000.00	23,750.00	1,250.00		25,000.00	100%	-	2,500.00
43	Roof Plan	2,500.00	-			-		2,500.00	-
44	BUILDING #4-TYPE V (52 units)		-			-		-	-
45	Light Fixture Package	76,000.00	-			-		76,000.00	-

A	B	C	D		F	G		H	I
			WORK COMPLETED						
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
46	Distribution Package	70,000.00	-			-		70,000.00	-
47	Low Voltage Systems (FA, CCTV, CA, etc	40,000.00	-			-		40,000.00	-
48	Underslab Branch Conduit & Wire	67,000.00	-			-		67,000.00	-
49	Garage & 1st floor deck-conduit/wire	275,000.00	-			-		275,000.00	-
50	1st Floor Rough Walls/Ceilings	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	-			-		65,000.00	-
53	2nd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
54	3rd Floor Rough Walls/Ceilings	65,000.00	-			-		65,000.00	-
55	3rd Floor Device and Fixture Trim	10,000.00	-			-		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	-			-		10,000.00	-
58	BUILDING #5-TYPE I (76 units)		-			-		-	-
59	Light Fixture Package	106,000.00	-			-		106,000.00	-
60	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	-			-		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	-
65	1st Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
66	2nd Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-
67	2nd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
68	3rd Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-
69	3rd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
70	4th Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-
71	4th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
72	BUILDING #6-TYPE I (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	-			-		50,000.00	-
76	Underslab Branch Conduit & Wire	85,000.00	-			-		85,000.00	-
77	Garage & 1st floor deck-conduit/wire	400,000.00	-			-		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	-			-		10,000.00	-
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/Ceilings	75,000.00	-			-		75,000.00	-
83	3rd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
84	4th Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-
85	4th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
86	BUILDING #7-TYPE III (76 units)		-			-		-	-
87	Light Fixture Package	141,000.00	106,250.00	20,000.00	419	126,250.00	90%	14,750.00	12,625.00
88	Distribution Package	225,000.00	202,000.00	23,000.00	420	225,000.00	100%	-	22,500.00
89	Low Voltage Systems (FA, CCTV, CA, etc	50,000.00	30,000.00	10,000.00	421 = 6178	40,000.00	80%	10,000.00	4,000.00
90	Generator	100,000.00	95,000.00		580 = 3878	95,000.00	95%	5,000.00	9,500.00
91	Underslab Branch Conduit & Wire	68,000.00	64,600.00			64,600.00	95%	3,400.00	6,460.00
92	Garage & 1st floor deck-conduit/wire	330,000.00	313,500.00			313,500.00	95%	16,500.00	31,350.00
93	1st Floor Rough Deck/Walls/Ceilings	95,500.00	82,250.00	5,000.00	425	87,250.00	70%	28,250.00	8,725.00
94	1st Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
95	2nd Floor Rough Deck/Walls/Ceilings	95,500.00	88,250.00	4,000.00	427	90,250.00	95%	5,250.00	9,025.00
96	2nd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
97	3rd 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

A	B	C	D		F	G		H	I
			WORK COMPLETED						
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	88,250.00	4,000.00	431	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	88,250.00	4,000.00	433	90,250.00	95%	5,250.00	9,025.00
102	5th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
103	6th Floor Rough Deck/Walls/Ceilings	95,500.00	76,750.00	13,500.00	435	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	437	76,750.00	80%	18,750.00	7,675.00
106	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	439	66,750.00	70%	28,750.00	6,675.00
108	8th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
109	9th Floor Rough Deck/Walls/Ceilings	95,500.00	47,750.00	10,000.00	441	57,750.00	60%	37,750.00	5,775.00
110	9th Floor Device and Fixture Trim	5,000.00	-			-		5,000.00	-
111	BUILDING #8-TYPE I (76 units)		-			-		-	-
112	Light Fixture Package	106,000.00	101,000.00	5,000.00	171=3000	106,000.00	100%	-	10,600.00
113	Distribution Package	83,000.00	83,000.00		419=2400	83,000.00	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	81,000.00	✓ 2,000.00	587	83,000.00	98%	2,000.00	8,300.00
116	Garage & 1st floor deck-conduit/wire	400,000.00	380,000.00	✓ 20,000.00	588	400,000.00	100%	-	40,000.00
117	1st Floor Rough Walls/Ceilings	75,000.00	71,250.00			71,250.00	95%	3,750.00	7,125.00
118	1st Floor Device and Fixture Trim	10,000.00	-	✓ 7,500.00	590	7,500.00	75%	2,500.00	750.00
119	2nd Floor Rough Walls/Ceilings	75,000.00	71,250.00			71,250.00	95%	3,750.00	7,125.00
120	2nd Floor Device and Fixture Trim	10,000.00	-	✓ 7,500.00	592	7,500.00	75%	2,500.00	750.00
121	3rd Floor Rough Walls/Ceilings	75,000.00	71,250.00			71,250.00	95%	3,750.00	7,125.00
122	3rd Floor Device and Fixture Trim	10,000.00	-	✓ 7,500.00	594	7,500.00	75%	2,500.00	750.00
123	4th Floor Rough Walls/Ceilings	75,000.00	71,250.00			71,250.00	95%	3,750.00	7,125.00
124	4th Floor Device and Fixture Trim	10,000.00	-	✓ 5,000.00	596	5,000.00	50%	5,000.00	500.00
125	BUILDING #9-TYPE I (76 units)		-			-		-	-
126	Light Fixture Package	106,000.00	101,000.00	5,000.00	419=1400	106,000.00	100%	-	10,600.00
127	Distribution Package	83,000.00	83,000.00		731=3300	83,000.00	100%	-	8,300.00
128	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	81,000.00	2,000.00	741	83,000.00	98%	2,000.00	8,300.00
130	Garage & 1st floor deck-conduit/wire	400,000.00	380,000.00	✓ 20,000.00	742	400,000.00	100%	-	40,000.00
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	-	✓ 7,500.00	744	7,500.00	75%	2,500.00	750.00
133	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	-	✓ 7,500.00	746	7,500.00	75%	2,500.00	750.00
135	3rd Floor Rough Walls/Ceilings	75,000.00	71,250.00			71,250.00	95%	3,750.00	7,125.00
136	3rd Floor Device and Fixture Trim	10,000.00	-	✓ 7,500.00	748	7,500.00	75%	2,500.00	750.00
137	4th Floor Rough Walls/Ceilings	75,000.00	71,250.00			71,250.00	95%	3,750.00	7,125.00
138	4th Floor Device and Fixture Trim	10,000.00	-	✓ 5,000.00	750	5,000.00	50%	5,000.00	500.00
139	BUILDING #10-TYPE I (76 units)		-			-		-	-
140	Light Fixture Package	106,000.00	-			-		106,000.00	-
141	Distribution Package	83,000.00	-			-		83,000.00	-
142	Low Voltage Systems (FA, CCTV, CA, etc	50,000.00	-			-		50,000.00	-
143	Underslab Branch Conduit & Wire	85,000.00	-			-		85,000.00	-
144	Garage & 1st floor deck-conduit/wire	400,000.00	-			-		400,000.00	-
145	1st 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	-
149	3rd Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-

A	B	C	D		F	G		H	I
			WORK COMPLETED						
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
150	3rd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
151	4th Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-
152	4th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
153	BUILDING #11-TYPE I (76 units)		-			-		-	-
154	Light Fixture Package	108,000.00	-			-		108,000.00	-
155	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	-			-		85,000.00	-
158	Garage & 1st floor deck-conduit/wire	400,000.00	-			-		400,000.00	-
159	1st Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-
160	1st Floor Device and Fixture 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	-			-		10,000.00	-
163	3rd Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-
164	3rd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
165	4th Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-
166	4th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
167	BUILDING #12-TYPE IV (66 units)		-			-		-	-
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	-			-		45,000.00	-
171	Underslab Branch Conduit & Wire	76,000.00	-			-		76,000.00	-
172	Garage & 1st floor deck-conduit/wire	350,000.00	-			-		350,000.00	-
173	1st Floor Rough Walls/Ceilings	70,000.00	-			-		70,000.00	-
174	1st Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
175	2nd Floor Rough Walls/Ceilings	70,000.00	-			-		70,000.00	-
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 Device and Fixture Trim	10,000.00	-			-		10,000.00	-
181	SITE LIGHTING		-			-		-	-
182	Furnish Landscape Lighting	257,000.00	-			-		257,000.00	-
183	Furnish Courtyard Lighting	59,000.00	-			-		59,000.00	-
184	Furnish Sports Lighting	6,000.00	-			-		6,000.00	-
185	Furnish Parking Lot Pole Lighting	64,000.00	-			-		64,000.00	-
186			-			-		-	-
187			-			-		-	-
188			-			-		-	-
189			-			-		-	-
190			-			-		-	-
191			-			-		-	-
192			-			-		-	-
193			-			-		-	-
194			-			-		-	-
195			-			-		-	-
196			-			-		-	-
197			-			-		-	-
198			-			-		-	-
199			-			-		-	-
200			-			-		-	-
201			-			-		-	-
202			-			-		-	-
203			-			-		-	-
204			-			-		-	-
205			-			-		-	-
	Original Contract Totals	13,230,000.00	5,201,725.00	326,100.00		5,527,825.00	42%	7,702,175.00	552,782.50

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
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								
206	CO#1-Contract Adjustment (inc. above)					-		-	-
207	CO#2-Apco Trailer Hookup	1,622.00	1,622.00			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#5-Delete Utility Stubs Phase I	(15,000.00)	(15,000.00)			(15,000.00)	100%	-	(1,500.00)
211	CO#6-Delete Site Conduits-Phase I & II	(13,000.00)	(13,000.00)			(13,000.00)	100%	-	(1,300.00)
212	CO#7-Building #9 Options	45,472.00	39,781.96	3,500.00		43,281.96	95%	2,190.04	4,328.20
213	CO#8a-Building #8 Options	42,994.00	39,696.00	1,250.00		40,946.00	95%	2,148.00	4,094.60
214	CO#8b-Additional B8 & B9 Options	40,258.00	39,868.40	391.60		40,258.00	100%	-	4,025.80
215	CO#9-Building #7 Options	25,639.01	15,500.00	2,500.00		18,000.00	70%	7,639.01	1,800.00
216	CO#10-Building #2 OT	3,841.00	3,841.00			3,841.00	100%	-	384.10
217	CO#11-CO2 Raceway	21,600.00	21,600.00			21,600.00	100%	-	2,160.00
218	CO#12-Delta 2 "Red Lines"	76,600.00	-	[illegible]		46,000.00	60%	30,600.00	4,600.00
219	CO#13-C2 Split	53,756.00	48,500.00	2,500.00		51,000.00	95%	2,756.00	5,100.00
220	CO#14-Delta 3	92,117.00	69,180.75	9,000.00		78,180.75	85%	13,936.25	7,818.08
221	CO#15-Delta 5	94,990.00	70,935.00	10,000.00		80,935.00	85%	14,055.00	8,093.50
222			-			-		-	-
223						-		-	-
224						-		-	-
225						-		-	-
226						-		-	-
227						-		-	-
228						-		-	-
229						-		-	-
230						-		-	-
231						-		-	-
232						-		-	-
233						-		-	-
234						-		-	-
235						-		-	-
236						-		-	-
237						-		-	-
	Total Change Orders	480,689.01	332,323.11	75,141.60		407,464.71	85%	73,224.30	40,746.47
	Total Revised Contract	13,710,689.01	5,534,048.11	401,241.60		5,935,289.71	43%	7,775,399.30	593,628.97

HELIX ELECTRIC

MATERIAL STORED BILLING STATUS

MANHATTAN WEST

PERIOD: Oct-08

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	$ 26,000.00		$ 26,000.00	$ -
35	$ 15,000.00		$ 15,000.00	$ -
87	$ 48,250.00		$ 48,250.00	$ -
88	$ 38,000.00		$ 38,000.00	$ -
93	$ 20,000.00		$ 20,000.00	$ -
95	$ 20,000.00		$ 20,000.00	$ -
97	$ 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		$ 7,500.00	$ -
121	$ 7,500.00		$ 7,500.00	$ -
123	$ 7,500.00		$ 7,500.00	$ -
126	$ 39,500.00		$ 39,500.00	$ -
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		$ 7,500.00	$ -
TOTALS	$ 618,250.00	$ -	$ 618,250.00	$ -

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:	16713-013 thru 10/31/08
Payment Amount:	$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.

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

JOB # 16713
FILE # 1
OTHER

Helix Electric
CONSTRUCTORS + ENGINEERS

INVOICE # 16713-013R1
CUSTOMER # 1611

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

INVOICE DATE: 20-Oct-08
PERIOD THRU: 10/31/2008
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	42%		5,723,483.49
PREVIOUSLY BILLED			5,534,048.11
GROSS CURRENT PERIOD			189,435.38
RETENTION	10%		18,943.54
NET AMOUNT DUE THIS PERIOD			170,491.84
OUTSTANDING FROM PRIOR PERIOD		Inv #16713-011	279,166.65
		Inv #16713-012	354,456.90
TOTAL AMOUNT DUE			**804,115**

Pursuant to B&P code section 7108.5 a penalty of 2% per month of the amount owed, plus attorney'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 owner.

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

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

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

PROJECT: Manhattan Condominiums
30 E. Serene
Las Vegas, NV 89123

APPLICATION NUMBER: 16713-013R1
PERIOD TO: 10/31/2008
PROJECT NOS
CONTRACT DATE:

Distribution to:
- OWNER
- ARCHITECT
- CONTRACTOR

FROM: (Contractor) Helix Electric
3078 E. Sunset Rd., Ste#9
Las Vegas, NV 89120

VIA (ARCHITECT):

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. PARTIAL CONTRACT SUM		$ 13,230,000.00
2. Net change by Change Orders		480,689.01
3. CONTRACT SUM TO DATE (Line 1+2)		$ 13,710,689.01
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 5,723,483.49
5. RETAINAGE:		
a. 10% of Completed Work (Column D + E on G703)	$ 572,348.35	
b. 10% of Stored Material (Column F on G703)	$ -	
Total Retainage (Line 5a + 5b or Total in Column I of G703)		$ 572,348.35
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ 5,151,135.14
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 4,980,643.30
8. CURRENT PAYMENT DUE		$ 170,491.84
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		$ 8,559,553.87

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total Approved this Month		
TOTALS	-	-
NET CHANGES by Change Order	480,689.01	

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

CONTRACTOR:
By: Robert D. Johnson Date: 10/20/08
Robert D Johnson, Vice President

State Of: NEVADA
County Of: CLARK
Subscribed and sworn to before me this 20th day of October, 2008
Edna K Bennett
Notary Public:
My Commission expires: 1/9/2010

EDNA K. BENNETT
Notary Public, State of Nevada
Appointment No. 98-0611-1
My Appt. Expires Jan. 9, 2010

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the 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 indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... $170,491.84

(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 amount certified.)

ARCHITECT:
By: Date:

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.

I X0[illegible]8

APCO-TR-EX0176-0011

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

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Attorneys for Respondent

Docket 77320 Document 2020-38038

CHRONOLOGICAL APPENDIX OF EXHIBITS

Date	Description	Bates Number	Volume(s)
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	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

Date	Description	Bates Number	Volume(s)
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 Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements and *Ex Parte* Application for Order Shortening Time**	**JA000328-JA000342**	**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
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	Bates Number	Volume(s)
	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	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
11-06-17	**Helix Electric of Nevada's Motion *in Limine* Nos. 1-4**	**JA000534-JA000542**	**8**
	Exhibit 1 – Notice of Entry of Order	JA000543-JA000549	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	Bates Number	Volume(s)
	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 *in Limine***	**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	JA000625- JA000646	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	Bates Number	Volume(s)
	Exhibit 11 – Plaintiff in Intervention, National Wood Products, Inc.'s Initial Disclosures Pursuant to NRCP 16.1	JA000849-JA000856	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-JA000897	12
11-14-17	**Camco Pacific Construction Company, Inc.'s Opposition to Lien Claimants' Motions in Limine Nos. 1-6**	**JA000898-JA000905**	**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	Bates Number	Volume(s)
11-14-17	**APCO Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC's Motions *in Limine* 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	**Helix Electric of Nevada's Opposition to APCO Construction's Omnibus Motion *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 *Motion in Limine***	**JA001133 JA001148**	**21**

Date	Description	Bates Number	Volume(s)
	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 *in Limine* 1-6**	**JA001161-JA001169**	**22**
12-29-17	**Notice of Entry of Order Granting in Part and Denying in Part Helix Electric of Nevada, LLC's Motion *in Limine* 1-4**	**JA001170-JA001177**	**22**
12-29-17	**Notice of Entry of Order Granting in Part and Denying in Part APCO Construction's Omnibus Motion *in Limine***	**JA001178-JA001186**	**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**	**JA001187-JA001198**	**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	Bates Number	Volume(s)
	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 *En Banc* 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
01-09-18	**Peel Brimley Lien Claimants' Opposition to APCO Construction's Motion for Reconsideration of Order**	**JA001552-JA001560**	**27**

Date	Description	Bates Number	Volume(s)
	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**	**JA001561-JA001573**	**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 *in Limine*	JA001644-JA001647	28

Date	Description	Bates Number	Volume(s)
	Exhibit 9 - Amended *nunc pro tunc* order regarding APCO Construction, Inc.'s Omnibus Motion *in Limine* No. 7	JA001648-JA001650	28
	Exhibit 10 - Order Granting in Part and Denying in part Helix Electric of Nevada, LLC's Motions *in Limine* 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 *in Limine*	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
	Trial Exhibit 3 - Nevada Construction Services /Gemstone Cost Plus/GMP Contract Disbursement Agreement ***(Admitted)***	JA001869-JA001884	30

[1] Filed January 31, 2018

Date	**Description**	**Bates Number**	**Volume(s)**
	Trial Exhibit 4 - APCO Pay Application No. 9 Submitted to Gemstone ***(Admitted)***	JA001885-JA001974	30/31/32
	Trial Exhibit 5 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work ***(Admitted)***	JA001975-JA001978	32
	Trial Exhibit 6 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work ***(Admitted)***	JA001979-JA001980	32
	Trial Exhibit 10 - Letter from J. Barker to A. Edelstein Re: Notice of Intent to Stop Work (Second Notice) ***(Admitted)***	JA001981-JA001987	32
	Trial Exhibit 13 - Letter from A. Edelstein to Re. Nickerl Re: Termination for Cause (Gemstone) ***(Admitted)***	JA001988-JA002001	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 ***(Admitted)***	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	Bates Number	Volume(s)
	Trial Exhibit 24 - Letter from R. Nickerl to Clark County re: Notification of APCO's withdrawal as General Contractor of Record ***(Admitted)***	JA002017-JA002023	33
	Trial Exhibit 26 - Email from J. Gisondo to Subcontractors re: June checks ***(Admitted)***	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 ***(Admitted)***	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
	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 ***(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	Bates Number	Volume(s)
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
	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	Bates Number	Volume(s)
	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
	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

Date	Description	Bates Number	Volume(s)
	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	Bates Number	Volume(s)
	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

Date	Description	Bates Number	Volume(s)
	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
	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

Date	Description	Bates Number	Volume(s)
	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	JA002457-JA002494	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
	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

Date	Description	Bates Number	Volume(s)
	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
	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

Date	Description	Bates Number	Volume(s)
	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
	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

Date	Description	Bates Number	Volume(s)
	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:		
	Trial Exhibit 501 - Payment Summary	JA003339 – JA003732	55/56/57 /58/59/60
	Trial Exhibit 508 – Helix Pay Application	JA003733-JA003813	60/61

Date	Description	Bates Number	Volume(s)
	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	JA004035-JA005281	63/64/65/66/67/68/69/70/71/72/73/74/75/76/77
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**
01-18-18	**Transcript – Bench Trial (Day 2)[2]**	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)[3]**	JA005624-JA005785	80
	Trial Exhibit 231 – Helix Electric's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint ***(Admitted)***	JA005786-JA005801	80
	Trial Exhibit 314 - Declaration of Victor Fuchs in support of Helix's Motion for Partial Summary Judgment against Gemstone ***(Admitted)***	JA005802-JA005804	80

[2] Filed January 31, 201879
[3] Filed January 31, 2018

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 320 – June-August Billings—not paid to APCO ***(Admitted)***	JA005805	80
	Trial Exhibit 321 – Overpayments to Cabinetec ***(Admitted)***	JA005806-	80
	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)[4]**	**JA005820-JA005952**	81
03-08-18	**Letter to Judge Denton submitting Helix Electric of Nevada, LLC's (Proposed) Findings of Fact and Conclusions of Law**	**JA005953-JA005985**	**81**
03-08-18	**Letter to Judge Denton submitting APCO Construction, Inc.'s Proposed Findings of Fact and Conclusions of Law**	**JA005986-JA006058**	**8/821**
03-08-18	**APCO Construction Inc.'s Post-Trial Brief**	**JA006059-JA006124**	**82/83**
03-23-18	**APCO Opposition to Helix Electric of Nevada, LLC's Findings of Fact and Conclusions of Law**	**JA006125-JA006172**	**83/84**
03-23-18	**Helix Electric of Nevada, LLC's Responses to APCO Construction's Post-Trial Brief**	**JA006173-JA006193**	**84**
04-25-18	**Findings of Fact and Conclusions of Law and Order as the Claims of Helix Electric and Cabinetec Against APCO**	**JA006194-JA006264**	**84/85**

[4] Filed January 31, 201883

Date	Description	Bates Number	Volume(s)
05-08-18	**APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc**.	**JA006265-JA006284**	**85**
	Exhibit 1 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA006285-JA006356	85/86
	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
	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
	Exhibit 7A – Billing Entries	JA006412-JA006442	87/88

Date	Description	Bates Number	Volume(s)
	Exhibit 7B – Time Recap	JA006443-JA006474	88
	Exhibit 8 – Declaration of Cody S. Mounteer, Esq. in Support of Motion for Attorney's Fees and Costs	JA006475-JA006478	88
	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
05-08-18	**Helix Electric of Nevada, LLC's Motion to Retax Costs Re: Defendant APCO Construction's Memorandum of Costs and Disbursements**	**JA006509-JA006521**	**89**
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**
06-01-18	**Helix Electric of Nevada, LLC's Motion for Attorneys' Fees, Interest and Costs**	**JA006551-JA006563**	**90**
	Exhibit 1 – Findings of Fact and Conclusions of Law and Order as to the Claims of Helix Electric of Nevada, LLC Against Camco Pacific Construction, Inc.	JA006564-JA006574	90

Date	Description	Bates Number	Volume(s)
	Exhibit 2 – Memorandum of Costs and Disbursements (Helix Electric of Nevada, LLC)	JA006575-JA006580	90
	Exhibit 3 – Prime Interest Rate	JA006581-JA006601	90
	Exhibit 4 – Declaration of Eric B. Zimbelman in Support of Helix Electric of Nevada, LLC's Motion for Attorneys' Fees, Interest and Costs	JA006583-JA006588	90
	Exhibit 5 – Summary of Fees	JA006589-JA006614	90
06-15-18	**APCO Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.'s Motions to Retax Costs**	**JA006615-JA006637**	**90/9**1
	Exhibit 1-A Declaration of Mary Bacon in Support of APCO's Supplement to its Motion for Attorney's Fees	JA006635 JA006638	91
	Exhibit 1-B – Declaration of Cody Mounteer in Support of APCO's Supplement to its Motion for Attorney's Fees	JA006639-JA006916	91/92/93 94/95/96
06-15-18	**Helix Electric of Nevada, LLC's Opposition to APCO Construction's Motion for Attorneys' Fees and Costs**	**JA006917 – JA006942**	**96**
	Exhibit 1 – Notice of Entry of Staying the Case, Except for the Sale of the Property, Pending Resolution of the Petition before the Nevada Supreme Court	JA006943-JA006948	96

Date	Description	Bates Number	Volume(s)
	Exhibit 2 – Notice of Entry of Denying APCO Construction's Motion for Partial Summary Judgment Re: Lien Foreclosure Claims	JA006949-JA006954	96
	Exhibit 3 – Supreme Court filing notification Joint Petition for Writ of Mandamus filed	JA006955-JA006958	96
	Exhibit 4 – Order Denying *En Banc* Reconsideration	JA006959-JA006963	96
	Exhibit 5 – Notice of Entry of Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA006964-JA006978	96
	Exhibit 6A – Interstate Plumbing and Air Conditioning, LLC's Response to Special Master Questionnaire	JA006977-JA006980	96
	Exhibit 6B – Nevada Prefab Engineers, Inc.'s Response to Special Master Questionnaire	JA006981-JA006984	96
	Exhibit 6C – Zitting Brothers Construction, Inc.'s Response to Special Master Questionnaire	JA006985-JA006993	96/97
	Exhibit 6D – Noorda Sheet Metal's Notice of Compliance	JA006994 JA007001	97
	Exhibit 6 E – Unitah Investments, LLC's Special Master Questionnaire	JA007002-JA007005	97
	Exhibit 7A – Motion to Appoint Special Master	JA007006-JA007036	97
	Exhibit 7B – Letter from Floyd A. Hale dated August 2, 2016	JA007037-JA007060	97

Date	Description	Bates Number	Volume(s)
	Exhibit 7C – Special Master Report Regarding Remaining Parties to the Litigation, Special Master Recommendation and District Court Order Amended Case Agenda	JA007042-JA007046	97
	Exhibit 8 – Notice of Entry of Order Granting Plaintiff's Motion to Dismiss	JA007047 JA007053	97
	Exhibit 9 – Stipulation and Order for Dismissal with Prejudice	JA007054-JA007056	97
	Exhibit 10 – Stipulation and Order to Dismiss Third-Party Complaint of Interstate Plumbing & Air Conditioning, LLC Against APCO Construction, Inc. with Prejudice	JA007057-JA007059	97
	Exhibit 11 – Notice of Entry of Order Granting in Part and Denying in Part APCO Construction's Omnibus Motion *in Limine*	JA007060-JA007088	97
	Exhibit 12 – Notice of Entry of Order Granting in Part and Denying in Part Helix Electric of Nevada, LLC's Motion in Limine (against APCO Construction)	JA007070-JA007078	97
	Exhibit 13 – Notice of Entry of Order Denying APCO Constructions' Motion for Partial Summary Judgment Re: Lien Foreclosure Claims	JA007079-JA007084	97
	Exhibit 14 – Notice of Entry of Order Denying APCO Construction's Motion for Reconsideration of Order Granting Partial Summary	JA007085-JA007087	97

Date	Description	Bates Number	Volume(s)
	Judgment Precluding Defenses Based on Pay-if-Paid Agreements		
	Exhibit 15 – Notice of Association of Counsel	JA007088-JA007094	97
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**
06-15-18	**Declaration of S. Judy Hirahara in support of National Woods's Opposition to APCO Construction's Motion for Attorneys' Fees and Costs**	**JA007121-JA007189**	**98**
06-18-18	**Plaintiff in Intervention National Wood Products, Inc.'s Joinder to Helix Electric of Nevada, LLC's Opposition to APCO Construction's Motion for Attorneys' Fees and Costs**	**JA007190-JA007192**	**99**
06-21-18	**Helix Electric of Nevada, LLC's Notice of Non-Opposition to its Motion for Attorney's Fees, Interest and Costs**	**JA007193-JA007197**	**99**
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**
	Exhibit 1 – Invoice Summary by Matter Selection	JA007221-JA007222	99
	Exhibit 2 – Marquis Aurbach Coffing Invoice to APCO dated April 30, 2018	JA007223-JA007224	99

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06-29-18	Helix Electric of Nevada, LLC's Reply Re: Motion to Retax	JA007225-JA007237	100
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
07-19-18	Plaintiff-in-Intervention National Wood Products, Inc.'s Surreply to APCO Construction's Reply to Plaintiff-in-Intervention National Wood Products, Inc.'s Opposition to Motion for Attorney's Fees and Costs	JA007246-JA007261	100
08-08-18	Court's Decision on Attorneys' Fees and Cost Motions	JA007262-JA007280	100
09-28-18	Notice of Entry of (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
01-24-19	Transcript for All Pending Fee Motions on July 19, 2018	JA007300-JA007312	100/101
07-12-19	Order Dismissing Appeal (Case No. 76276)	JA007313-JA007315	101

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08-06-19	**Helix Electric of Nevada LLC's Motion to (I) Re-Open Statistically Closed Case, (II) Dismiss All Unresolved Claims and/or (III) In the Alternative for a Rule 54(B) Certification as to Helix and APCO**	**JA007316-JA007331**	**101**
	Exhibit 1 – Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.'s Against APCO Construction, Inc.	JA007332-JA007335	101
	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
	Exhibit 3 - Notice of Appeal	JA007345-JA007394	101/102
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	Exhibit 5A – 5F -Notices of Entry of Order as to the Claims of Cactus Rose Construction, Fast Glass, Inc., Heinaman Contract Glazing, Helix Electric of Nevada, LLC, SWPPP Compliance	JA007401-JA007517	102/103

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	Solutions, Inc., E&E Fire Protection		
	Exhibit 6 – Order Dismissing Appeal in Part (Case No. 76276)	JA007518-JA007519	103
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	Exhibit 8 -Order Dismissing Appeal (Case No. 76276)	JA007524-JA007527	103
	Exhibit 9 – Notice of Entry of Order to Consolidate this Action with Case Nos. A574391, A574792, A57623. A58389, A584730, A58716, A580889 and A589195	JA 007528-JA007541	103
	Exhibit 10 (Part One)	JA007537-JA007542	103
	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 10H – Complaint re Foreclosure	JA008178-JA008214	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
	Exhibit 10O – Answer to Helix Electric's Statement of Facts	JA008323-JA008338	110

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	Constituting Lien and Third-Party Complaint and Camco Pacific Construction Company Inc.'s Counterclaim		
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	Exhibit 10Q – Notice of Entry of Judgment [As to the claims of Helix Electric of Nevada, LLC Against Camco Construction Co., Inc.]	JA008348-JA008367	110
	Exhibit 10R – Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc. Against APCO Construction, Inc.]	JA008368-JA008378	110
	Exhibit 10S – Findings of Fact and Conclusions of Law and Order as to the Claims of Helix Electric and Cabenetec Against APCO	JA008379-JA008450	110/111
	Exhibit 10T -WRG Design, Inc.'s Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA008451-JA008486	111
	Exhibit 10U – APCO Construction's Answer to WRG Design Inc.'s amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008468-JA008483	111
	Exhibit 10V -Answer to WRG Design, Inc.'s Statement of Facts Constituting Lien, Third-Party Complaint and Camco Pacific Construction, Inc's Counterclaim	JA008484-JA008504	111

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	Exhibit 10W – Notice of Entry of Stipulation and Order Dismissal	JA008505-JA008512	111
	Exhibit 10X – WRG Design, Inc.'s Answer to Camco Pacific Construction Company, Inc.'s Counterclaim	JA008513 JA008517	111
	Exhibit 10Y – Heinaman Contract Glazing's Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008518-JA008549	111
	Exhibit 10Z – Answer to Heinaman Contract Glazing's Statement of Facts Constituting Lien and Third-Party Complaint, and Camco Pacific Construction's Counterclaim	JA008531-JA008551	111
	Exhibit 10AA – Notice of Entry of Granting Heinaman Glazing's Motion for Attorneys's Fees, Interest and Costs	JA008552-JA008579	111/112
	Exhibit 10BB -Notice of Entry of Judgment [As to the Claims of Heinaman Contract Glazing Against Camco Construction Co., Inc.]	JA008561-JA008582	112
	Exhibit 10CC – Heinaman Contract Glazing's Answer to Camco Pacific Construction Company's Counterclaim	JA008583 JA008588	112
	Exhibit 10DD - Bruin Painting Corporation's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA008589-JA00861	112
	Exhibit 10EE – Answer to Bruin Painting Corporation's Amended Statement of Facts Constituting Notice of Lien and Third-Party	JA008602-JA008621	112

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	Complaint and Camco Pacific Construction, Inc.'s Counterclaim		
	Exhibit 10FF – Voluntary Dismissal of Fidelity and Deposit Company of Maryland Only from Bruin Painting Corporation's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint Without Prejudice	JA008622-JA008624	112
	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
	Exhibit 10JJ -Defendants Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008665-JA008681	112
	Exhibit 10KK – Stipulation and Order to Dismiss E & E Fire Protection, LLC Only Pursuant to the Terms State Below	JA008682-JA008685	112
	Exhibit 10LL – HD Supply Waterworks, LP's Voluntary Dismissal of Platte River Insurance Company Only Without Prejudice	JA008686-JA008693	112

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	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 10OO – Amended Notice of Appeal	JA008724-JA008729	113
	Exhibit 10PP – Notice of Cross Appeal	JA008730-JA008736	113
	Exhibit 10QQ – Motion to Suspend Briefing Pending Outcome of Order to Show Cause in Supreme Court Case No. 76276	JA008737-JA008746	113
	Exhibit 11 – Order to Consolidate this Action with Case Nos. A574391, A574792, A57623. A58389, A584730, A58716, A580889 and A589195	JA008747-JA008755	113
	Exhibit 12 – Stipulation and Order to Dismiss Third-Party Complaint of Interstate Plumbing & Air Conditioning, LLC Against APCO Construction, Inc. with Prejudice	JA00875-JA008758	113
	Exhibit 13 – Stipulation and Order with Prejudice	JA008759-JA008780	113
	Exhibit 14 – Docket/United Subcontractors, Inc. dba Skyline Insulation's Motion to Enforce Settlement Agreement and Enter Judgment	JA008762-JA008788	113
	Exhibit 15 – Notice of Entry of Order Granting Motion for 54(b) Certification and for Stay Pending Appeal	JA008789-JA008798	113

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08-16-19	**APCO's Opposition to Helix Electric of Nevada LLC's Motion to (I) Re-Open Statistically Closed Case, (II) Dismiss All Unresolved Claims and/or (III) In the Alternative for a Rule 54(B) Certification as to Helix and APCO**	**JA008811-JA008821**	**114**
	Exhibit 1 – Order to File Amended Docketing Statement	JA008822-JA008824	114
	Exhibit 2 – Order to Show Cause	JA008825-JA008828	114
	Exhibit 3 – Appellant/Cross-Respondent's Response to Order to Show Cause	JA008829-JA008892	114/115/116
	Exhibit 4 – Order Dismissing Appeal	JA008893-JA008896	116
	Exhibit 5 – Chart of Claims	JA008897-JA008924	116
	Exhibit 6 – Answer to Helix Electric's Statement of Facts Constituting Lien and Third-Party Complaint and Camco Pacific Construction Company, Inc.'s Counterclaim	JA008925-JA008947	116/117
	Exhibit 7 – Answer to Cactus Rose's Statement of Facts Constituting Notice of Lien and Complaint and Camco Pacific Construction Company Inc.'s Counterclaim	JA008948-JA008965	117
	Exhibit 8 – Answer to Heinaman Contract Glazing's Statement of Facts Constituting Lien and Third-Party Complaint and Camco	JA008966-JA008986	117/118

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	Pacific Construction's Counterclaim		
	Exhibit 9 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric of Nevada, LLC Against Camco Pacific Construction, Inc.	JA008987-JA008998	118
	Exhibit 10 – Findings of Fact and Conclusions of Law as to the Claims of Cactus Rose Construction Co., Inc.	JA008998-JA009010	118
	Exhibit 11 – Findings of Fact and Conclusions of Law as to the Claims of Heinaman Contract Glazing	JA009011-JA009024	118
	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
	Exhibit 13 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA009039-JA009110	118/119
	Exhibit 14 – Order Granting Motion to Deposit Bond Penal Sum with Court, Exoneration of Bond and Dismissal	JA009111-JA009113	119
	Exhibit 15 – Order Approving Distribution of Fidelity and Deposit Company of Maryland's Bond	JA009114-JA009116	119
08-29-19	**Helix Electric of Nevada LLC's Reply to APCO's Opposition to Helix Electric of Nevada LLC's Motion to (I) Re-Open Statistically Closed Case, (II)**	**JA009117-JA009123**	**119**

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	Dismiss All Unresolved Claims and/or (III) In The Alternative for a Rule 54(B) Certification as to Helix and APCO		
01-03-20	**Notice of Entry of Order Granting Helix Electric of Nevada, LLC's Motion for Rule 54(b) Certification**	**JA009124-JA009131**	**119**
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 National Wood Products, Inc.'s Against APCO Construction, Inc.]	JA009137-JA009166	120
	Exhibit [C] – Notice of Entry of Order Granting Helix Electric of Nevada's Rule 54(b) Certification	JA009148-JA009156	120
02-11-20	**Case Appeal Statement**	**JA009157-JA009163**	120
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 Motion to Retax in Party (4) Granting Plaintiff-in-Intervention National Wood Productions, LLC's Motion to Retax in Part and Denying in Part and (5) Granting National Wood Products, Inc.'s Motion to File a Surreply	JA009168-JA009182	120

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	Exhibit 2 – Notice of Entry of Order Granting Helix Electric of Nevada's Motion for Rule 54(b) Certification	JA009183-JA00991	120

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08-05-09	**APCO's Answer to Helix's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint**	**JA000016 – JA000030**	**1**
05-08-18	**APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc**.	**JA006265-JA006284**	**85**
	Exhibit 1 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA006285-JA006356	85/86
	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
	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
	Exhibit 7A – Billing Entries	JA006412-	87/88

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	Exhibit 7B – Time Recap	JA006443-JA006474	88
	Exhibit 8 – Declaration of Cody S. Mounteer, Esq. in Support of Motion for Attorney's Fees and Costs	JA006475-JA006478	88
	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
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	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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	Motion to Retax in Party (4) Granting Plaintiff-in-Intervention National Wood Productions, LLC's Motion to Retax in Part and Denying in Part and (5) Granting National Wood Products, Inc.'s Motion to File a Surreply		
	Exhibit 2 – Notice of Entry of Order Granting Helix Electric of Nevada's Motion for Rule 54(b) Certification	JA009183-JA00991	120
11-06-17	**APCO Construction, Inc.'s Omnibus Motion *in Limine***	**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	JA000625-JA000646	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

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	Exhibit 11 – Plaintiff in Intervention, National Wood Products, Inc.'s Initial Disclosures Pursuant to NRCP 16.1	JA000849-JA000856	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-JA000897	12
03-23-18	**APCO Opposition to Helix Electric of Nevada, LLC's Findings of Fact and Conclusions of Law**	**JA006125-JA006172**	**83/84**
08-16-19	**APCO's Opposition to Helix Electric of Nevada LLC's Motion to (I) Re-Open Statistically Closed Case, (II) Dismiss All Unresolved Claims and/or (III) In the Alternative for a Rule 54(B) Certification as to Helix and APCO**	**JA008811-JA008821**	**114**
	Exhibit 1 – Order to File Amended Docketing Statement	JA008822-JA008824	114
	Exhibit 2 – Order to Show Cause	JA008825-JA008828	114
	Exhibit 3 – Appellant/Cross-Respondent's Response to Order to Show Cause	JA008829-JA008892	114/115/116
	Exhibit 4 – Order Dismissing Appeal	JA008893-JA008896	116
	Exhibit 5 – Chart of Claims	JA008897-JA008924	116
	Exhibit 6 – Answer to Helix Electric's Statement of Facts Constituting Lien and Third-Party Complaint and Camco	JA008925-JA008947	116/117

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	Exhibit 7 – Answer to Cactus Rose's Statement of Facts Constituting Notice of Lien and Complaint and Camco Pacific Construction Company Inc.'s Counterclaim	JA008948-JA008965	117
	Exhibit 8 – Answer to Heinaman Contract Glazing's Statement of Facts Constituting Lien and Third-Party Complaint and Camco Pacific Construction's Counterclaim	JA008966-JA008986	117/118
	Exhibit 9 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric of Nevada, LLC Against Camco Pacific Construction, Inc.	JA008987-JA008998	118
	Exhibit 10 – Findings of Fact and Conclusions of Law as to the Claims of Cactus Rose Construction Co., Inc.	JA008998-JA009010	118
	Exhibit 11 – Findings of Fact and Conclusions of Law as to the Claims of Heinaman Contract Glazing	JA009011-JA009024	118
	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
	Exhibit 13 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA009039-JA009110	118/119
	Exhibit 14 – Order Granting Motion to Deposit Bond Penal Sum with Court, Exoneration of Bond and Dismissal	JA009111-JA009113	119
	Exhibit 15 – Order Approving Distribution of Fidelity and Deposit Company of Maryland's Bond	JA009114-JA009116	119

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06-15-18	**APCO Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.'s Motions to Retax Costs**	**JA006615-JA006637**	**90/9**1
	Exhibit 1-A Declaration of Mary Bacon in Support of APCO's Supplement to its Motion for Attorney's Fees	JA006635 JA006638	91
	Exhibit 1-B – Declaration of Cody Mounteer in Support of APCO's Supplement to its Motion for Attorney's Fees	JA006639-JA006916	91/92/93 94/95/96
11-14-17	**APCO Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC's Motions *in Limine* 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
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
03-08-18	**APCO Construction Inc.'s Post-Trial Brief**	**JA006059-JA006124**	**82/83**
11-15-17	**APCO Construction, Inc.'s Reply in Support of its Omnibus *Motion in Limine***	**JA001133 JA001148**	**21**

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	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
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**
	Exhibit 1 – Invoice Summary by Matter Selection	JA007221-JA007222	99
	Exhibit 2 – Marquis Aurbach Coffing Invoice to APCO dated April 30, 2018	JA007223-JA007224	99
04-26-10	**CAMCO and Fidelity's Answer and CAMCO's Counterclaim**	**JA000031-JA000041**	**1**
11-14-17	**Camco Pacific Construction Company, Inc.'s Opposition to Lien Claimants' Motions in Limine Nos. 1-6**	**JA000898-JA000905**	**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
02-11-20	**Case Appeal Statement**	**JA009157-JA009163**	120

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08-08-18	**Court's Decision on Attorneys' Fees and Cost Motions**	**JA007262-JA007280**	**100**
06-15-18	**Declaration of S. Judy Hirahara in support of National Woods's Opposition to APCO Construction's Motion for Attorneys' Fees and Costs**	**JA007121-JA007189**	**98**
06-13-13	**Docket Entry and Minute Order Granting APCO's Motion for Summary Judgment Against Gemstone**	**JA000327**	**6**
04-25-18	**Findings of Fact and Conclusions of Law and Order as the Claims of Helix Electric and Cabinetec Against APCO**	**JA006194-JA006264**	**84/85**
11-06-17	**Helix Electric of Nevada's Motion *in Limine* Nos. 1-4**	**JA000534-JA000542**	**8**
	Exhibit 1 – Notice of Entry of Order	JA000543-JA000549	8
	Exhibit 2 – Helix Electric of Nevada, LLC's Amended Notice of 30(b)(6) Deposition of APCO Construction	JA000550 JA000558	8/9
	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
06-01-18	**Helix Electric of Nevada, LLC's Motion for Attorneys' Fees, Interest and Costs**	**JA006551-JA006563**	**90**
	Exhibit 1 – Findings of Fact and Conclusions of Law and Order as to the Claims of Helix Electric of Nevada, LLC Against Camco Pacific Construction, Inc.	JA006564-JA006574	90
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08-06-19	**Helix Electric of Nevada LLC's Motion to (I) Re-Open Statistically Closed Case, (II) Dismiss All Unresolved Claims and/or (III) In the Alternative for a Rule 54(B) Certification as to Helix and APCO**	**JA007316-JA007331**	**101**
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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**

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07-19-18	**Plaintiff-in-Intervention National Wood Products, Inc.'s Surreply to APCO Construction's Reply to Plaintiff-in-Intervention National Wood Products, Inc.'s Opposition to Motion 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 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	Bates Number	Volume(s)
	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	Bates Number	Volume(s)
	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	JA002457-JA002494	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	Bates Number	Volume(s)
	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	Bates Number	Volume(s)
	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	Bates Number	Volume(s)
	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	Bates Number	Volume(s)
	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	JA004035- JA005281	63/64/65/66/67/ 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 ***(Admitted)***	JA001885- JA001974	30/31/32
	Trial Exhibit 5 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work ***(Admitted)***	JA001975- JA001978	32
	Trial Exhibit 6 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work ***(Admitted)***	JA001979- JA001980	32
	Trial Exhibit 10 - Letter from J. Barker to A. Edelstein Re: Notice of Intent to Stop Work (Second Notice) ***(Admitted)***	JA001981- JA001987	32

[5] Filed January 31, 2018

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 13 - Letter from A. Edelstein to Re. Nickerl Re: Termination for Cause (Gemstone) ***(Admitted)***	JA001988-JA002001	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 ***(Admitted)***	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
	Trial Exhibit 24 - Letter from R. Nickerl to Clark County re: Notification of APCO's withdrawal as General Contractor of Record ***(Admitted)***	JA002017-JA002023	33
	Trial Exhibit 26 - Email from J. Gisondo to Subcontractors re: June checks ***(Admitted)***	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 ***(Admitted)***	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**	**Bates Number**	**Volume(s)**
	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 ***(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
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 ***(Admitted)***	JA005786-JA005801	80
	Trial Exhibit 314 - Declaration of Victor Fuchs in support of Helix's Motion for Partial Summary Judgment against Gemstone ***(Admitted)***	JA005802-JA005804	80
	Trial Exhibit 320 – June-August Billings—not paid to APCO ***(Admitted)***	JA005805	80
	Trial Exhibit 321 – Overpayments to Cabinetec ***(Admitted)***	JA005806-	80

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

Date	Description	Bates Number	Volume(s)
	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

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.

APPLICATION NUMBER: 16713-013R1
APPLICATION DATE: 10/20/2008
PERIOD TO: 10/31/2008
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
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
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			60,000.00	100%	-	6,000.00
3	Office Trailer/Admin. 24 months	120,000.00	75,000.00	10,000.00		85,000.00	71%	35,000.00	8,500.00
4	Project Engineer, CAD, Project Assistant	75,000.00	69,375.00	2,000.00		71,375.00	95%	3,625.00	7,137.50
5	Electrical Permits	65,000.00	55,000.00	10,000.00		65,000.00	100%	-	6,500.00
6	Submittals	10,000.00	10,000.00			10,000.00	100%	-	1,000.00
7	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)		-			-		-	-
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	-
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 Walls/Ceilings	65,000.00	-			-		65,000.00	-
15	1st Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
16	2nd Floor Rough Walls/Ceilings	65,000.00	-			-		65,000.00	-
17	2nd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
18	3rd Floor Rough Walls/Ceilings	65,000.00	-			-		65,000.00	-
19	3rd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
20	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
25	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 Sublevel 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			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	-
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			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
43	Roof Plan	2,500.00	-			-		2,500.00	-
44	BUILDING #4-TYPE V (52 units)		-			-		-	-
45	Light Fixture Package	76,000.00	-			-		76,000.00	-

HELIX00599

APCO-TR-EX0176-0012

A	B	C	D		F	G		H	I
			WORK COMPLETED						
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
46	Distribution Package	70,000.00	-			-		70,000.00	-
47	Low Voltage Systems (FA, CCTV, CA, etc	40,000.00	-			-		40,000.00	-
48	Underslab Branch Conduit & Wire	57,000.00	-			-		57,000.00	-
49	Garage & 1st floor deck-conduit/wire	275,000.00	-			-		275,000.00	-
50	1st Floor Rough Walls/Ceilings	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	-			-		65,000.00	-
53	2nd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
54	3rd Floor Rough Walls/Ceilings	65,000.00	-			-		65,000.00	-
55	3rd Floor Device and Fixture Trim	10,000.00	-			-		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	-			-		10,000.00	-
58	BUILDING #5-TYPE I (76 units)		-			-		-	-
59	Light Fixture Package	106,000.00	-			-		106,000.00	-
60	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	-			-		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	-
65	1st Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
66	2nd Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-
67	2nd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
68	3rd Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-
69	3rd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
70	4th Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-
71	4th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
72	BUILDING #6-TYPE I (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	-			-		50,000.00	-
76	Underslab Branch Conduit & Wire	85,000.00	-			-		85,000.00	-
77	Garage & 1st floor deck-conduit/wire	400,000.00	-			-		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	-			-		10,000.00	-
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/Ceilings	75,000.00	-			-		75,000.00	-
83	3rd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
84	4th Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-
85	4th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
86	BUILDING #7-TYPE III (76 units)		-			-		-	-
87	Light Fixture Package	141,000.00	106,250.00			106,250.00	75%	34,750.00	10,625.00
88	Distribution Package	225,000.00	202,000.00	6,128.00		208,128.00	93%	16,872.00	20,812.80
89	Low Voltage Systems (FA, CCTV, CA, etc	50,000.00	30,000.00			30,000.00	60%	20,000.00	3,000.00
90	Generator	100,000.00	95,000.00			95,000.00	95%	5,000.00	9,500.00
91	Underslab Branch Conduit & Wire	68,000.00	64,500.00			64,500.00	95%	3,500.00	6,450.00
92	Garage & 1st floor deck-conduit/wire	330,000.00	313,500.00	1,500.00		315,000.00	95%	15,000.00	31,500.00
93	1st Floor Rough Deck/Walls/Ceilings	95,500.00	62,250.00	5,000.00		67,250.00	70%	28,250.00	6,725.00
94	1st Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
95	2nd Floor Rough Deck/Walls/Ceilings	95,500.00	86,250.00	4,000.00		90,250.00	95%	5,250.00	9,025.00
96	2nd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
97	3rd Floor Rough Deck/Walls/Ceilings	95,500.00	86,250.00	4,000.00		90,250.00	95%	5,250.00	9,025.00

HELIX00600

APCO-TR-EX0176-0013

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
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		90,250.00	95%	5,250.00	9,025.00
102	5th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
103	6th 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		76,750.00	80%	18,750.00	7,675.00
106	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	6,675.00
108	8th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
109	9th Floor Rough Deck/Walls/Ceilings	95,500.00	47,750.00			47,750.00	50%	47,750.00	4,775.00
110	9th Floor Device and Fixture Trim	5,000.00	-			-		5,000.00	-
111	BUILDING #8-TYPE I (76 units)		-			-		-	-
112	Light Fixture Package	106,000.00	101,000.00			101,000.00	95%	5,000.00	10,100.00
113	Distribution Package	83,000.00	83,000.00			83,000.00	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	81,000.00	2,000.00		83,000.00	98%	2,000.00	8,300.00
116	Garage & 1st floor deck-conduit/wire	400,000.00	380,000.00			380,000.00	95%	20,000.00	38,000.00
117	1st Floor Rough Walls/Ceilings	75,000.00	71,250.00			71,250.00	95%	3,750.00	7,125.00
118	1st Floor Device and Fixture Trim	10,000.00	-	7,500.00		7,500.00	75%	2,500.00	750.00
119	2nd Floor Rough Walls/Ceilings	75,000.00	71,250.00			71,250.00	95%	3,750.00	7,125.00
120	2nd Floor Device and Fixture Trim	10,000.00	-	7,500.00		7,500.00	75%	2,500.00	750.00
121	3rd Floor Rough Walls/Ceilings	75,000.00	71,250.00			71,250.00	95%	3,750.00	7,125.00
122	3rd Floor Device and Fixture Trim	10,000.00	-	7,500.00		7,500.00	75%	2,500.00	750.00
123	4th Floor Rough Walls/Ceilings	75,000.00	71,250.00			71,250.00	95%	3,750.00	7,125.00
124	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)		-			-		-	-
126	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
128	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	81,000.00	2,000.00		83,000.00	98%	2,000.00	8,300.00
130	Garage & 1st floor deck-conduit/wire	400,000.00	380,000.00			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	-	7,500.00		7,500.00	75%	2,500.00	750.00
133	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	-	7,500.00		7,500.00	75%	2,500.00	750.00
135	3rd Floor Rough Walls/Ceilings	75,000.00	71,250.00			71,250.00	95%	3,750.00	7,125.00
136	3rd Floor Device and Fixture Trim	10,000.00	-	7,500.00		7,500.00	75%	2,500.00	750.00
137	4th Floor Rough Walls/Ceilings	75,000.00	71,250.00			71,250.00	95%	3,750.00	7,125.00
138	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)		-			-		-	-
140	Light Fixture Package	106,000.00	-			-		106,000.00	-
141	Distribution Package	83,000.00	-			-		83,000.00	-
142	Low Voltage Systems (FA, CCTV, CA, etc	50,000.00	-			-		50,000.00	-
143	Underslab Branch Conduit & Wire	85,000.00	-			-		85,000.00	-
144	Garage & 1st floor deck-conduit/wire	400,000.00	-			-		400,000.00	-
145	1st 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	-
149	3rd Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-

APCO-TR-EX0176-0014

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
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
150	3rd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
151	4th Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-
152	4th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
153	BUILDING #11-TYPE I (76 units)		-			-		-	-
154	Light Fixture Package	106,000.00	-			-		106,000.00	-
155	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	-			-		85,000.00	-
158	Garage & 1st floor deck-conduit/wire	400,000.00	-			-		400,000.00	-
159	1st Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-
160	1st Floor Device and Fixture 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	-			-		10,000.00	-
163	3rd Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-
164	3rd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
165	4th Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-
166	4th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
167	BUILDING #12-TYPE IV (66 units)		-			-		-	-
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	-			-		45,000.00	-
171	Underslab Branch Conduit & Wire	76,000.00	-			-		76,000.00	-
172	Garage & 1st floor deck-conduit/wire	350,000.00	-			-		350,000.00	-
173	1st Floor Rough Walls/Ceilings	70,000.00	-			-		70,000.00	-
174	1st Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
175	2nd Floor Rough Walls/Ceilings	70,000.00	-			-		70,000.00	-
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 Device and Fixture Trim	10,000.00	-			-		10,000.00	-
181	SITE LIGHTING		-			-		-	-
182	Furnish Landscape Lighting	257,000.00	-			-		257,000.00	-
183	Furnish Courtyard Lighting	59,000.00	-			-		59,000.00	-
184	Furnish Sports Lighting	6,000.00	-			-		6,000.00	-
185	Furnish Parking Lot Pole Lighting	64,000.00	-			-		64,000.00	-
186			-			-		-	-
187			-			-		-	-
188			-			-		-	-
189			-			-		-	-
190			-			-		-	-
191			-			-		-	-
192			-			-		-	-
193			-			-		-	-
194			-			-		-	-
195			-			-		-	-
196			-			-		-	-
197			-			-		-	-
198			-			-		-	-
199			-			-		-	-
200			-			-		-	-
201			-			-		-	-
202			-			-		-	-
203			-			-		-	-
204			-			-		-	-
205			-			-		-	-
	Original Contract Totals	13,230,000.00	5,201,725.00	166,344.61		5,368,069.61	41%	7,861,930.39	536,806.96

HELIX00602

APCO-TR-EX0176-0015

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED 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					-		-	-
206	CO#1-Contract Adjustment (inc. above)					-		-	-
207	CO#2-Apco Trailer Hookup	1,622.00	1,622.00			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#5-Delete Utility Stubs Phase I	(15,000.00)	(15,000.00)			(15,000.00)	100%	-	(1,500.00)
211	CO#6-Delete Site Conduits-Phase I & II	(13,000.00)	(13,000.00)			(13,000.00)	100%	-	(1,300.00)
212	CO#7-Building #9 Options	45,472.00	39,781.96	585.31		40,367.27	89%	5,104.73	4,036.73
213	CO#8a-Building #8 Options	42,994.00	39,596.00	928.06		40,524.06	94%	2,469.94	4,052.41
214	CO#8b-Additional B8 & B9 Options	40,256.00	39,866.40			39,866.40	99%	391.60	3,986.64
215	CO#9-Building #7 Options	25,639.01	15,500.00	2,500.00		18,000.00	70%	7,639.01	1,800.00
216	CO#10-Building #2 OT	3,841.00	3,841.00			3,841.00	100%	-	384.10
217	CO#11-CO2 Raceway	21,500.00	21,500.00			21,500.00	100%	-	2,150.00
218	CO#12-Delta 2 "Red Lines"	76,500.00	-			-		76,500.00	-
219	CO#13-C2 Split	53,756.00	48,500.00	77.40		48,577.40	90%	5,178.60	4,857.74
220	CO#14-Delta 3	92,117.00	69,180.75	19,000.00		88,180.75	96%	3,936.25	8,818.08
221	CO#15-Delta 5	94,990.00	70,935.00			70,935.00	75%	24,055.00	7,093.50
222			-			-		-	-
223						-		-	-
224						-		-	-
225						-		-	-
226						-		-	-
227						-		-	-
228						-		-	-
229						-		-	-
230						-		-	-
231						-		-	-
232						-		-	-
233						-		-	-
234						-		-	-
235						-		-	-
236						-		-	-
237						-		-	-
	Total Change Orders	480,688.01	332,323.11	23,090.77		355,413.88	74%	125,275.13	35,541.39
	Total Revised Contract	13,710,669.01	5,534,046.11	189,435.38		5,723,483.49	42%	7,987,205.52	572,348.35

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name:	ManhattanWest
Property Location:	Russell Rd and 215 Beltway
Undersigned's Customer:	CAMCO PACIFIC CONSTRUCTION CO., INC
Invoice/Payment Application Number:	16713-013R1
Payment Amount:	$170,491.84
Payment Period:	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

By: _____

Its: Robert D Johnson, Vice President

LETTER OF TRANSMITTAL

Helix Electric
CONSTRUCTORS • ENGINEERS

DATE: 12/1/2008	JOB NO. 16713
RE: Manhattan West	
PWP#:	

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

WE ARE SENDING YOU ☐Attached ☐Under separate cover via _____ the following items
☐Shop Drawings ☐Prints ☐Plans ☐Samples ☐Specifications
☐Copy of Letter ☐Change Order ☐_____ ☐Submittals

COPIES	DATE	SECTION	DESCRIPTION
1	10/20/2008		**Payment Application** **Inv # 16713-013R1**
1	10/20/2008		**Conditional Release** **10/31/2008**

THESE ARE TRANSMITTED as checked below:
☐For approval ☐Approved as submitted ☐Resubmit _____ copies for approval
☐For your use ☐Approved as noted ☐Submit _____ copies for distribution
☐As requested ☐Returned for corrections ☐Return _____ corrected prints
☐For review and comment ☐_____
☐FOR BIDS DUE _____ 20 _____ ☐PRINTS RETURNED AFTER LOAN TO US

REMARKS:

Name: Edna K Bennett
Title: Project Assistant

PO#
FX# (702) 450-8227

Receivd by:
Printed Name:
Date:

HELIX00605

CAMCO PACIFIC

JOB # 1613
FILE # 1
OTHER Emailed to Andy Rivera

November 21, 2008

TO: Helix Electric
ACCOUNTS RECEIVABLE

VIA FAX: (702) 732-4386

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 $ 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@remstonedev.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

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

LETTER OF TRANSMITTAL

Helix Electric
CONSTRUCTORS • ENGINEERS

DATE:	12/4/2008
JOB NO.	16713
RE:	Manhattan West
PWP#:	

TO: Camco Pacific
2925 E Patrick Lane Suite G
Las Vegas NV 89120
ATTN: Attn: Yvonne Farran

WE ARE SENDING YOU ☐Attached ☐Under separate cover via _____ the following items
☐Shop Drawings ☐Prints ☐Plans ☐Samples ☐Specifications
☐Copy of Letter ☐Change Order ☐_____ ☐Submittals

COPIES	DATE	SECTION	DESCRIPTION	
1	11/20/2008		**Payment Application**	**Inv # 16713-014**
1	11/20/2008		**Conditional Release**	**11/30/2008**

THESE ARE TRANSMITTED as checked below:
☐For approval ☐Approved as submitted ☐Resubmit _____ copies for approval
☐For your use ☐Approved as noted ☐Submit _____ copies for distribution
☐As requested ☐Returned for corrections ☐Return _____ corrected prints
☐For review and comment ☐_____
☐FOR BIDS DUE _____ 20 _____ ☐PRINTS RETURNED AFTER LOAN TO US

REMARKS:

Name: Edna K Bennett
Title: Project Assistant

PO#
FX# (702) 450-8227

Received by: Yvonne Farran
Printed Name:
Date:

HELIX00631

PLAINTIFF'S EXHIBIT 177 A571228 JAN 18 2019
PENGAD 800-631-6989

JOB # 16713
FILE # 1
OTHER

Helix Electric
CONSTRUCTORS • ENGINEERS

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		Inv #16713-012 Inv #16713-013R1	178,678.10 170,491.84
TOTAL AMOUNT DUE			508,646

Pursuant to B&P code section 7108.5 a penalty of 2% per month of the amount owed, plus attorney'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 owner.

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

PAYMENT REQUEST

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	
	From: 11/1/2008
Russell Road and 215 Beltway	
	To: 11/30/2008

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 Retention		$590,067.87
Less Previous Payments/Billed		$5,151,135.14
Amount Due This Payment Period		$159,475.68
Signature		Date 11/20/08
Printed Name	Robert D Johnson, Vice President	

Approval By	Date	Cost Code:

HELIX00633

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702 — Page 1 of 2

TO (Owner):	Camco Pacific 2925 E Patrick Lane Suite G Las Vegas, NV 89120 Attn: Yvonne Farren	PROJECT:	Manhattan Condominiums 30 E. Serene Las Vegas, NV 89123	APPLICATION NUMBER: 16713-014 PERIOD TO: 11/30/2008 PROJECT NOS	Distribution to: OWNER ARCHITECT CONTRACTOR
FROM : (Contractor)	Helix Electric 3078 E. Sunset Rd., Ste#9 Las Vegas, NV 89120	VIA (ARCHITECT):		CONTRACT DATE:	

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. PARTIAL CONTRACT SUM		$ 13,230,000.00
2. Net change by Change Orders		480,689.01
3. CONTRACT SUM TO DATE (Line 1+2)		$ 13,710,689.01
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 5,900,678.69
5. RETAINAGE:		
a. 10% of Completed Work (Column D + E on G703)	$ 586,592.87	
b. 10% of Stored Material (Column F on G703)	$ 3,475.00	
Total Retainage (Line 5a + 5b or Total in Column I of G703)		$ 590,067.87
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ 5,310,610.82
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 5,151,135.14
8. CURRENT PAYMENT DUE		$ 159,475.68
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		$ 8,400,078.19

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total Approved this Month		
TOTALS	-	-
NET CHANGES by Change Order	480,689.01	

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

CONTRACTOR:
By: _____ Date: 11/20/08
Robert D Johnson, Vice President

State Of: NEVADA
County Of: CLARK
Subscribed and sworn to before me this 20th day of November, 2008
Edna K Bennett
Notary Public:
My Commission expires: 1/9/2010

EDNA K. BENNETT
Notary Public, State of Nevada
Appointment No. 98-0611-1
My Appt. Expires Jan. 9, 2010

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the 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 indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... $159,475.68

(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 amount certified.)

ARCHITECT:
By: _____ Date: _____

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.

E X00[illegible]4

CONTINUATION SHEET

AIA DOCUMENT G703

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.

APPLICATION NUMBER: 16713-014
APPLICATION DATE: 11/20/2008
PERIOD TO: 11/30/2008
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
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
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
7	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)		-			-		-	-
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	-
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 Walls/Ceilings	65,000.00	-			-		65,000.00	-
15	1st Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
16	2nd Floor Rough Walls/Ceilings	65,000.00	-			-		65,000.00	-
17	2nd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
18	3rd Floor Rough Walls/Ceilings	65,000.00	-			-		65,000.00	-
19	3rd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
20	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	65,500.00			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	50,000.00			50,000.00	100%	-	5,000.00
26	2nd Sublevel 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	7,500.00		250,000.00	98%	5,000.00	25,000.00
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			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	-	2,000.00		2,000.00	80%	500.00	200.00
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	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			23,750.00	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			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
43	Roof Plan	2,500.00	-			-		2,500.00	-
44	BUILDING #4-TYPE V (52 units)		-			-		-	-
45	Light Fixture Package	76,000.00	-			-		76,000.00	-

HELIX00635

APCO-TR-EX0177-0005

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
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
46	Distribution Package	70,000.00	-			-		70,000.00	-
47	Low Voltage Systems (FA, CCTV, CA, etc	40,000.00	-			-		40,000.00	-
48	Underslab Branch Conduit & Wire	57,000.00	-			-		57,000.00	-
49	Garage & 1st floor deck-conduit/wire	275,000.00	-			-		275,000.00	-
50	1st Floor Rough Walls/Ceilings	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	-			-		65,000.00	-
53	2nd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
54	3rd Floor Rough Walls/Ceilings	65,000.00	-			-		65,000.00	-
55	3rd Floor Device and Fixture Trim	10,000.00	-			-		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	-			-		10,000.00	-
58	BUILDING #5-TYPE I (76 units)		-			-		-	-
59	Light Fixture Package	106,000.00	-			-		106,000.00	-
60	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	-			-		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	-
65	1st Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
66	2nd Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-
67	2nd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
68	3rd Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-
69	3rd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
70	4th Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-
71	4th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
72	BUILDING #6-TYPE I (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	-			-		50,000.00	-
76	Underslab Branch Conduit & Wire	85,000.00	-			-		85,000.00	-
77	Garage & 1st floor deck-conduit/wire	400,000.00	-			-		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	-			-		10,000.00	-
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/Ceilings	75,000.00	-			-		75,000.00	-
83	3rd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
84	4th Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-
85	4th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
86	BUILDING #7-TYPE III (76 units)		-			-		-	-
87	Light Fixture Package	141,000.00	106,250.00		34,750.00	141,000.00	100%	-	14,100.00
88	Distribution Package	225,000.00	208,128.00	10,000.00		218,128.00	97%	6,872.00	21,812.80
89	Low Voltage Systems (FA, CCTV, CA, etc	50,000.00	30,000.00	10,000.00		40,000.00	80%	10,000.00	4,000.00
90	Generator	100,000.00	95,000.00			95,000.00	95%	5,000.00	9,500.00
91	Underslab Branch Conduit & Wire	68,000.00	64,500.00			64,500.00	95%	3,500.00	6,450.00
92	Garage & 1st floor deck-conduit/wire	330,000.00	315,000.00			315,000.00	95%	15,000.00	31,500.00
93	1st Floor Rough Deck/Walls/Ceilings	95,500.00	67,250.00	9,250.00		76,500.00	80%	19,000.00	7,650.00
94	1st Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
95	2nd Floor Rough Deck/Walls/Ceilings	95,500.00	90,250.00			90,250.00	95%	5,250.00	9,025.00
96	2nd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
97	3rd Floor Rough Deck/Walls/Ceilings	95,500.00	90,250.00			90,250.00	95%	5,250.00	9,025.00

HELIX00636

APCO-TR-EX0177-0006

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETEL 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	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	5th Floor Rough Deck/Walls/Ceilings	95,500.00	90,250.00			90,250.00	95%	5,250.00	9,025.00
102	5th 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	6th 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
106	7th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
107	8th Floor Rough Deck/Walls/Ceilings	95,500.00	66,750.00			66,750.00	70%	28,750.00	6,675.00
108	8th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
109	9th 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	-			-		5,000.00	-
111	BUILDING #8-TYPE I (76 units)		-			-		-	-
112	Light Fixture Package	106,000.00	101,000.00			101,000.00	95%	5,000.00	10,100.00
113	Distribution Package	83,000.00	83,000.00			83,000.00	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			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		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
120	2nd Floor Device and Fixture Trim	10,000.00	7,500.00	1,500.00		9,000.00	90%	1,000.00	900.00
121	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
124	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)		-			-		-	-
126	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
128	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
131	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	1,500.00		9,000.00	90%	1,000.00	900.00
133	2nd Floor Rough Walls/Ceilings	75,000.00	71,250.00	2,000.00		73,250.00	98%	1,750.00	7,325.00
134	2nd Floor Device and Fixture Trim	10,000.00	7,500.00	1,500.00		9,000.00	90%	1,000.00	900.00
135	3rd Floor Rough Walls/Ceilings	75,000.00	71,250.00	2,000.00		73,250.00	98%	1,750.00	7,325.00
136	3rd Floor Device and Fixture Trim	10,000.00	7,500.00	1,500.00		9,000.00	90%	1,000.00	900.00
137	4th Floor Rough Walls/Ceilings	75,000.00	71,250.00			71,250.00	95%	3,750.00	7,125.00
138	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)		-			-		-	-
140	Light Fixture Package	106,000.00	-			-		106,000.00	-
141	Distribution Package	83,000.00	-			-		83,000.00	-
142	Low Voltage Systems (FA, CCTV, CA, etc	50,000.00	-			-		50,000.00	-
143	Underslab Branch Conduit & Wire	85,000.00	-			-		85,000.00	-
144	Garage & 1st floor deck-conduit/wire	400,000.00	-			-		400,000.00	-
145	1st 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	-
149	3rd Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-

APCO-TR-EX0177-0007

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
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
150	3rd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
151	4th Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-
152	4th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
153	BUILDING #11-TYPE I (76 units)		-			-		-	-
154	Light Fixture Package	106,000.00	-			-		106,000.00	-
155	Distributiion 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	-			-		85,000.00	-
158	Garage & 1st floor deck-conduit/wire	400,000.00	-			-		400,000.00	-
159	1st Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-
160	1st Floor Device and Fixture 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	-			-		10,000.00	-
163	3rd Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-
164	3rd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
165	4th Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-
166	4th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
167	BUILDING #12-TYPE IV (66 units)		-			-		-	-
168	Light Fixture Package	96,000.00	-			-		96,000.00	-
169	Distributiion Package	77,500.00	-			-		77,500.00	-
170	Low Voltage Systems (FA, CCTV, CA, etc	45,000.00	-			-		45,000.00	-
171	Underslab Branch Conduit & Wire	76,000.00	-			-		76,000.00	-
172	Garage & 1st floor deck-conduit/wire	350,000.00	-			-		350,000.00	-
173	1st Floor Rough Walls/Ceilings	70,000.00	-			-		70,000.00	-
174	1st Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
175	2nd Floor Rough Walls/Ceilings	70,000.00	-			-		70,000.00	-
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 Device and Fixture Trim	10,000.00	-			-		10,000.00	-
181	SITE LIGHTING		-			-		-	-
182	Furnish Landscape Lighting	257,000.00	-			-		257,000.00	-
183	Furnish Courtyard Lighting	59,000.00	-			-		59,000.00	-
184	Furnish Sports Lighting	6,000.00	-			-		6,000.00	-
185	Furnish Parking Lot Pole Lighting	64,000.00	-			-		64,000.00	-
186			-			-		-	-
187			-			-		-	-
188			-			-		-	-
189			-			-		-	-
190			-			-		-	-
191			-			-		-	-
192			-			-		-	-
193			-			-		-	-
194			-			-		-	-
195			-			-		-	-
196			-			-		-	-
197			-			-		-	-
198			-			-		-	-
199			-			-		-	-
200			-			-		-	-
201			-			-		-	-
202			-			-		-	-
203			-			-		-	-
204			-			-		-	-
205			-			-		-	-
	Original Contract Totals	13,230,000.00	5,366,069.61	125,625.00	34,750.00	5,526,444.61	42%	7,701,555.39	552,844.46

APCO-TR-EX0177-0008

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED 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					-		-	-
206	CO#1-Contract Adjustment (inc. above)					-		-	-
207	CO#2-Apco Trailer Hookup	1,622.00	1,622.00			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#5-Delete Utility Snubs Phase I	(15,000.00)	(15,000.00)			(15,000.00)	100%	-	(1,500.00)
211	CO#6-Delete Site Conduits-Phase I & II	(13,000.00)	(13,000.00)			(13,000.00)	100%	-	(1,300.00)
212	CO#7-Building #9 Options	45,472.00	40,367.27			40,367.27	89%	5,104.73	4,036.73
213	CO#8a-Building #8 Options	42,994.00	40,524.06			40,524.06	94%	2,469.94	4,052.41
214	CO#8b-Additional B8 & B9 Options	40,258.00	39,866.40	391.60		40,258.00	100%	-	4,025.80
215	CO#9-Building #7 Options	25,639.01	18,000.00	6,250.00		24,250.00	95%	1,389.01	2,425.00
216	CO#10-Building #2 OT	3,841.00	3,841.00			3,841.00	100%	-	384.10
217	CO#11-CO2 Raceway	21,500.00	21,500.00			21,500.00	100%	-	2,150.00
218	CO#12-Delta 2 "Red Lines"	76,500.00	-			-		76,500.00	-
219	CO#13-C2 Split	53,756.00	48,577.40	5,178.60		53,756.00	100%	-	5,375.60
220	CO#14-Delta 3	92,117.00	88,180.75			88,180.75	96%	3,936.25	8,818.08
221	CO#15-Delta 5	94,990.00	70,935.00	5,000.00		75,935.00	80%	19,055.00	7,593.50
222			-			-		-	-
223						-		-	-
224						-		-	-
225						-		-	-
226						-		-	-
227						-		-	-
228						-		-	-
229						-		-	-
230						-		-	-
231						-		-	-
232						-		-	-
233						-		-	-
234						-		-	-
235						-		-	-
236						-		-	-
237						-		-	-
	Total Change Orders	480,689.01	355,413.88	16,820.20		372,234.08	77%	108,454.93	37,223.41
	Total Revised Contract	13,710,689.01	5,723,483.49	142,445.20	34,750.00	5,900,678.69	43%	7,810,010.32	590,067.87

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name:	ManhattanWest
Property Location:	Russell Rd and 215 Beltway
Undersigned's Customer:	CAMCO PACIFIC CONSTRUCTION CO., INC
Invoice/Payment Application Number:	16713-014
Payment Amount:	$159,475.68
Payment Period:	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

By: _____

Its: Robert D Johnson, Vice President

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

December 18, 2008

TO: Helix Electric
ACCOUNTS RECEIVABLE

VIA FAX: 732-438

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.

This rejection has been made based off of field verification, manpower on site, actual % complete or billing for change orders not approved or issued.

HELIX00643

3-0001
HIBIT

Helix Electric
CONSTRUCTORS • ENGINEERS

JOB # 16713
FILE # 1
OTHER

INVOICE # 16713-015
CUSTOMER # 1611

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

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

ORIGINAL CONTRACT			13,230,000.00
CHANGE ORDER THROUGH #			694,529.01
CONTRACT AMOUNT TO DATE			13,924,529.01
GROSS BILLING	44%		6,150,462.36
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		Inv #16713-012	178,678.10
		Inv #16713-013R1	170,491.84
		Inv #16713-014	159,475.68
TOTAL AMOUNT DUE			733,451

Pursuant to B&P code section 7108.5 a penalty of 2% per month of the amount owed, plus attorney'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 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

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. 16713-015	(702)798-6611
	(702)798-6655
MANHATTAN WEST	
	From: 12/1/2008
Russell Road and 215 Beltway	
	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 Retention		$615,046.24
Less Previous Payments/Billed		$5,310,610.82
Amount Due This Payment Period		$224,805.30
Signature		Date 12/15/08
Printed Name	Robert D Johnson, Vice President	

Approval By	Date	Cost Code:

HELIX00645

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO (Owner):	*Camco Pacific* *2925 E Patrick Lane Suite G* *Las Vegas, NV 89120* *Attn: Yvonne Farren*	PROJECT:	*Manhattan Condominiums* *30 E. Serene* *Las Vegas, NV 89123*	APPLICATION NUMBER: 16713-015 PERIOD TO: 12/15/2008 PROJECT NOS	Distribution to: OWNER ARCHITECT CONTRACTOR
FROM : (Contractor)	*Helix Electric* *3078 E. Sunset Rd., Ste#9* *Las Vegas, NV 89120*	VIA (ARCHITECT):		CONTRACT DATE:	

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. PARTIAL CONTRACT SUM		$ 13,230,000.00
2. Net change by Change Orders		694,529.01
3. CONTRACT SUM TO DATE (Line 1+2)		$ 13,924,529.01
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 6,150,462.36
5. RETAINAGE:		
a. 10% of Completed Work (Column D + E on G703)	$ 612,846.24	
b. 10% of Stored Material (Column F on G703)	$ 2,200.00	
Total Retainage (Line 5a + 5b or Total in Column I of G703)		$ 615,046.24
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ 5,535,416.12
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 5,310,610.82
8. CURRENT PAYMENT DUE		**$ 224,805.30**
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		$ 8,389,112.89

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total Approved this Month		
TOTALS	-	-
NET CHANGES by Change Order	694,529.01	

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

CONTRACTOR:
By: _____ Date: 12/15/08
Robert D Johnson, Vice President

State Of: NEVADA
County Of: CLARK
Subscribed and sworn to before me this 15th day of December, 2008
Notary Public:
My Commission expires: 1/9/2010

EDNA K. BENNETT
Notary Public, State of Nevada
Appointment No. 98-0611-1
My Appt. Expires Jan. 9, 2010

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the 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 indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... $224,805.30

(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 amount certified.)

ARCHITECT:
By: _____ Date: _____

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.

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.

APPLICATION NUMBER: 16713-015
APPLICATION DATE: 12/15/2008
PERIOD TO: 12/15/2008
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
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
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		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			65,000.00	100%	-	6,500.00
6	Submittals	10,000.00	10,000.00			10,000.00	100%	-	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)		-			-		-	-
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	-
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 Walls/Ceilings	65,000.00	-			-		65,000.00	-
15	1st Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
16	2nd Floor Rough Walls/Ceilings	65,000.00	-			-		65,000.00	-
17	2nd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
18	3rd Floor Rough Walls/Ceilings	65,000.00	-			-		65,000.00	-
19	3rd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
20	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	65,500.00			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	50,000.00			50,000.00	100%	-	5,000.00
26	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	1st Sublevel Garage and Deck	255,000.00	250,000.00			250,000.00	98%	5,000.00	25,000.00
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			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	2,000.00			2,000.00	80%	500.00	200.00
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	5,000.00		195,000.00	98%	5,000.00	19,500.00
38	1st Sublevel Garage and Deck	255,000.00	250,000.00			250,000.00	98%	5,000.00	25,000.00
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			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
43	Roof Plan	2,500.00	-	2,000.00		2,000.00	80%	500.00	200.00
44	BUILDING #4-TYPE V (52 units)		-			-		-	-
45	Light Fixture Package	76,000.00	-			-		76,000.00	-

APCO-TR-EX0178-0005

HELIX00647

A	B	C	D	E	F	G			
			WORK COMPLETED						
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
46	Distribution Package	70,000.00	-			-		70,000.00	-
47	Low Voltage Systems (FA, CCTV, CA, etc	40,000.00	-			-		40,000.00	-
48	Underslab Branch Conduit & Wire	57,000.00	-			-		57,000.00	-
49	Garage & 1st floor deck-conduit/wire	275,000.00	-			-		275,000.00	-
50	1st Floor Rough Walls/Ceilings	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	-			-		65,000.00	-
53	2nd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
54	3rd Floor Rough Walls/Ceilings	65,000.00	-			-		65,000.00	-
55	3rd Floor Device and Fixture Trim	10,000.00	-			-		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	-			-		10,000.00	-
58	BUILDING #5-TYPE I (76 units)		-			-		-	-
59	Light Fixture Package	106,000.00	-			-		106,000.00	-
60	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	-			-		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	-
65	1st Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
66	2nd Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-
67	2nd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
68	3rd Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-
69	3rd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
70	4th Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-
71	4th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
72	BUILDING #6-TYPE I (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	-			-		50,000.00	-
76	Underslab Branch Conduit & Wire	85,000.00	-			-		85,000.00	-
77	Garage & 1st floor deck-conduit/wire	400,000.00	-			-		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	-			-		10,000.00	-
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/Ceilings	75,000.00	-			-		75,000.00	-
83	3rd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
84	4th Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-
85	4th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
86	BUILDING #7-TYPE III (76 units)		-			-		-	-
87	Light Fixture Package	141,000.00	141,000.00			141,000.00	100%	-	14,100.00
88	Distribution Package	225,000.00	218,128.00			218,128.00	97%	6,872.00	21,812.80
89	Low Voltage Systems (FA, CCTV, CA, etc	50,000.00	40,000.00			40,000.00	80%	10,000.00	4,000.00
90	Generator	100,000.00	95,000.00			95,000.00	95%	5,000.00	9,500.00
91	Underslab Branch Conduit & Wire	68,000.00	64,500.00			64,500.00	95%	3,500.00	6,450.00
92	Garage & 1st floor deck-conduit/wire	330,000.00	315,000.00			315,000.00	95%	15,000.00	31,500.00
93	1st Floor Rough Deck/Walls/Ceilings	95,500.00	76,500.00			76,500.00	80%	19,000.00	7,650.00
94	1st Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
95	2nd Floor Rough Deck/Walls/Ceilings	95,500.00	90,250.00			90,250.00	95%	5,250.00	9,025.00
96	2nd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
97	3rd Floor Rough Deck/Walls/Ceilings	95,500.00	90,250.00			90,250.00	95%	5,250.00	9,025.00

HELIX00648

APCO-TR-EX0178-0006

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
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	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	5th Floor Rough Deck/Walls/Ceilings	95,500.00	90,250.00			90,250.00	95%	5,250.00	9,025.00
102	5th 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	6th Floor Device and Fixture 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	9,025.00
106	7th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
107	8th Floor Rough Deck/Walls/Ceilings	95,500.00	66,750.00	10,000.00		76,750.00	80%	18,750.00	7,675.00
108	8th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
109	9th Floor Rough Deck/Walls/Ceilings	95,500.00	57,750.00	9,000.00		66,750.00	70%	28,750.00	6,675.00
110	9th Floor Device and Fixture Trim	5,000.00	-			-		5,000.00	-
111	BUILDING #8-TYPE I (76 units)		-			-		-	-
112	Light Fixture Package	106,000.00	101,000.00			101,000.00	95%	5,000.00	10,100.00
113	Distribution Package	83,000.00	83,000.00			83,000.00	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			83,000.00	98%	2,000.00	8,300.00
116	Garage & 1st floor deck-conduit/wire	400,000.00	390,000.00			390,000.00	98%	10,000.00	39,000.00
117	1st Floor Rough Walls/Ceilings	75,000.00	73,250.00			73,250.00	98%	1,750.00	7,325.00
118	1st Floor Device and Fixture Trim	10,000.00	9,000.00			9,000.00	90%	1,000.00	900.00
119	2nd Floor Rough Walls/Ceilings	75,000.00	73,250.00			73,250.00	98%	1,750.00	7,325.00
120	2nd Floor Device and Fixture Trim	10,000.00	9,000.00			9,000.00	90%	1,000.00	900.00
121	3rd Floor Rough Walls/Ceilings	75,000.00	73,250.00			73,250.00	98%	1,750.00	7,325.00
122	3rd Floor Device and Fixture Trim	10,000.00	9,000.00			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
124	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)		-			-		-	-
126	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
128	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	390,000.00			390,000.00	98%	10,000.00	39,000.00
131	1st Floor Rough Walls/Ceilings	75,000.00	73,250.00			73,250.00	98%	1,750.00	7,325.00
132	1st Floor Device and Fixture Trim	10,000.00	9,000.00			9,000.00	90%	1,000.00	900.00
133	2nd Floor Rough Walls/Ceilings	75,000.00	73,250.00			73,250.00	98%	1,750.00	7,325.00
134	2nd Floor Device and Fixture Trim	10,000.00	9,000.00			9,000.00	90%	1,000.00	900.00
135	3rd Floor Rough Walls/Ceilings	75,000.00	73,250.00			73,250.00	98%	1,750.00	7,325.00
136	3rd Floor Device and Fixture Trim	10,000.00	9,000.00			9,000.00	90%	1,000.00	900.00
137	4th Floor Rough Walls/Ceilings	75,000.00	71,250.00			71,250.00	95%	3,750.00	7,125.00
138	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)		-			-		-	-
140	Light Fixture Package	106,000.00	-			-		106,000.00	-
141	Distribution Package	83,000.00	-			-		83,000.00	-
142	Low Voltage Systems (FA, CCTV, CA, etc	50,000.00	-			-		50,000.00	-
143	Underslab Branch Conduit & Wire	85,000.00	-			-		85,000.00	-
144	Garage & 1st floor deck-conduit/wire	400,000.00	-			-		400,000.00	-
145	1st 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	-
149	3rd Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-

HELIX00649

APCO-TR-EX0178-0007

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
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
150	3rd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
151	4th Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-
152	4th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
153	BUILDING #11-TYPE I (76 units)		-			-		-	-
154	Light Fixture Package	106,000.00	-			-		106,000.00	-
155	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	-			-		85,000.00	-
158	Garage & 1st floor deck-conduit/wire	400,000.00	-			-		400,000.00	-
159	1st Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-
160	1st Floor Device and Fixture 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	-			-		10,000.00	-
163	3rd Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-
164	3rd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
165	4th Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-
166	4th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
167	BUILDING #12-TYPE IV (66 units)		-			-		-	-
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	-			-		45,000.00	-
171	Underslab Branch Conduit & Wire	76,000.00	-			-		76,000.00	-
172	Garage & 1st floor deck-conduit/wire	350,000.00	-			-		350,000.00	-
173	1st Floor Rough Walls/Ceilings	70,000.00	-			-		70,000.00	-
174	1st Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
175	2nd Floor Rough Walls/Ceilings	70,000.00	-			-		70,000.00	-
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 Device and Fixture Trim	10,000.00	-			-		10,000.00	-
181	SITE LIGHTING		-			-		-	-
182	Furnish Landscape Lighting	257,000.00	-			-		257,000.00	-
183	Furnish Courtyard Lighting	59,000.00	-			-		59,000.00	-
184	Furnish Sports Lighting	6,000.00	-			-		6,000.00	-
185	Furnish Parking Lot Pole Lighting	64,000.00	-			-		64,000.00	-
186			-			-		-	-
187			-			-		-	-
188			-			-		-	-
189			-			-		-	-
190			-			-		-	-
191			-			-		-	-
192			-			-		-	-
193			-			-		-	-
194			-			-		-	-
195			-			-		-	-
196			-			-		-	-
197			-			-		-	-
198			-			-		-	-
199			-			-		-	-
200			-			-		-	-
201			-			-		-	-
202			-			-		-	-
203			-			-		-	-
204			-			-		-	-
205			-			-		-	-
	Original Contract Totals	13,230,000.00	5,328,444.61	36,000.00		5,564,444.61	42%	7,665,555.39	556,444.46

HELIX00650

APCO-TR-EX0178-0008

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED 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					-		-	-
206	CO#1-Contract Adjustment (inc. above)					-		-	-
207	CO#2-Apco Trailer Hookup	1,622.00	1,622.00			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#5-Delete Utility Stubs Phase I	(15,000.00)	(15,000.00)			(15,000.00)	100%	-	(1,500.00)
211	CO#6-Delete Site Conduits-Phase I & II	(13,000.00)	(13,000.00)			(13,000.00)	100%	-	(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#10-Building #2 OT	3,841.00	3,841.00			3,841.00	100%	-	384.10
217	CO#11-CO2 Raceway	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-Delta 3	92,117.00	88,180.75			88,180.75	96%	3,936.25	8,818.08
221	CO#15-Delta 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-Delta 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	6,183.00		6,183.00		6,183.00	100%	-	618.30
227	COR Pump House/Guardhouse	62,300.00			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%	-	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		2,669.00	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		668.00	100%	-	66.80
234	COR #39-Work Order #113	1,665.00		1,665.00		1,665.00	100%	-	166.50
235	COR #40-Work Order #111	3,010.00		3,010.00		3,010.00	100%	-	301.00
236	COR #41-Work Order #104	2,028.00		2,028.00		2,028.00	100%	-	202.80
237	COR #42-Work Order #112	960.00		960.00		960.00	100%	-	96.00
	Total Change Orders	694,529.01	372,234.08	191,783.67	22,000.00	586,017.75	84%	108,511.26	58,601.78
	Total Revised Contract	13,924,529.01	5,900,678.89	227,783.67	22,000.00	6,150,462.36	44%	7,774,066.65	615,046.24

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name:	ManhattanWest
Property Location:	Russell Rd and 215 Beltway
Undersigned's Customer:	CAMCO PACIFIC CONSTRUCTION CO., INC
Invoice/Payment Application Number:	16713-015
Payment Amount:	$224,805.30
Payment Period:	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

By: _____

Its: Robert D Johnson, Vice President

HELIX00652

LETTER OF TRANSMITTAL

Helix Electric
CONSTRUCTORS • ENGINEERS

DATE:	12/17/2008	JOB NO.	16713
RE:	Manhattan West		
PWP#:			

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

WE ARE SENDING YOU ☐Attached ☐Under separate cover via _____ the following items
☐Shop Drawings ☐Prints ☐Plans ☐Samples ☐Specifications
☐Copy of Letter ☐Change Order ☐_____ ☐Submittals

COPIES	DATE	SECTION	DESCRIPTION		
1	12/15/2008		**Payment Application**	**Inv #**	**16713-015**
1	12/15/2008		**Conditional Release**		**12/15/2008**

THESE ARE TRANSMITTED as checked below:
☐For approval ☐Approved as submitted ☐Resubmit _____ copies for approval
☐For your use ☐Approved as noted ☐Submit _____ copies for distribution
☐As requested ☐Returned for corrections ☐Return _____ corrected prints
☐For review and comment ☐_____
☐FOR BIDS DUE _____ 20 _____ ☐PRINTS RETURNED AFTER LOAN TO US

REMARKS:

Name: Edna K Bennett
Title: Project Assistant

PO#
FX# (702) 450-8227

Receivd by: _____
Printed Name: _____
Date: _____

HELIX00653

TRANSMIT CONFIRMATION FOR JOB 59523

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

Helix Electric
Constructors Engineers

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

Pay App. #	Date Submitted	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
	Camco Pacific							0.00	
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				177,195.20	
	CAMCO TOTALS		**760,471.58**				**175,778.80**	584,692.78	

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

090120

Transmittal Cover Sheet

Detailed, Grouped by Each Transmittal Number

Manhattan West — Project # 0810 — Camco Pacific Construction Co., Inc.
Building 7, 9215 W. Russell Road, Las Vegas 89148 Tel: Fax:

Date: 12/8/2008 **Reference Number: 0169**

Transmitted To

Laura Cox
Cabinetec
2711 East Craig Road, Suite A
No. Las Vegas, Nevada 89030
Telephone: (702) 649-1010
Fax: (702) 649-7918

Transmitted By

Yvonne Farren
Camco Pacific Construction Co., Inc.
2925 E. Patrick Lane, Suite G
Las Vegas, NV 89120
Tel: (702) 798-6611
Fax: (702) 798-6655

☐ Acknowledgement Required

Package Transmitted For	Delivered Via	Tracking Number

Item #	Qty	Item	Reference	Description	Notes	Status
001	1	Contracts	810.Primf - Cabinetec		Contracts 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

Prolog Manager Printed on: 12/8/2008 Camco Pacific Page 1

CAMCO-MW 01648

PLAINTIFF'S EXHIBIT 184 A571128 JAN 18 2012 FEINGAD 800-631-6989

84-0001
XHIBIT

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 ... tion also known as APCO Construction ("**APCO**") entered ... Agreement attached hereto as **Exhibit A** (the "**Subcontract** ... ManhattanWest Condominiums project located at West Russell Ro... k County, Nevada.

B. Subcontractor and C... tify, and agree to the terms of the Subcontract Agreement, where... s the "Contractor" under the Subcontract Agreement but, subje... cation, all other terms and conditions of the Subcontract Agree... d effect.

NOW, THEREFORE, for g..., the receipt and adequacy of which are acknowledged, Subcontrac... Camco agree as follows:

OK.
12/01/08
Sun Life Financial®

AGREEMENT

1. Amendments. Attached hereto as **Exhibit B** 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. Change Orders. Attached hereto as **Exhibit C** 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 **Exhibit D** 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. Removal of Future Buildings. 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. **Subcontractor Scope of Work**. 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

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 **Schedule 1** (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. Ratification. 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. Value Engineering. In the event that Camco delivers written notice to Subcontractor of a specific value engineering initiative (the "VE Initiative"), 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 "Value Engineering Deduct"). 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. APCO Relationship. 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

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

8. Third-Party Beneficiary. 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. Successors and Assigns. 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. Governing Law. 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. Further Assurances. 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
CABINETEC INC, a _____ corporation

By:
Its: COO

Camco
Camco Pacific Construction Company, Inc., a California corporation

By:
Its: SVP

SCHEDULE 1
TO EXHIBIT A
TO THE SUBCONTRACT AGREEMENT

Camco Schedule

attached

CAMCO-MW 01653

JA002803

APCO-TR-EX0184-0006

EXHIBIT A
TO THE RATIFICATION

Subcontract Agreement

attached

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

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

2. Scope of Work

2.1 Subcontractor agrees to furnish all supervision and labor, furnish and install all materials, equipment and supplies required, and do all things necessary to fully complete all of the items of work ("the Subcontract Work"), referred to in **Exhibit "A": Subcontractor Scope of Work**

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

2.3 **Equal Opportunity Clause**

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

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

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

3. Contract Price and Payments

3.1 In consideration of the strict and complete and timely performance of all Subcontract Work, Contractor agrees to pay Subcontractor or in the payment quantities and schedules as is more fully described in **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

suspension, interruption or discontinuance of the Work, and for well and faithfully completing the Work and the whole thereof in the manner and according to the requirements and instructions of Contractor and Owner or Owner's agents in charge of the Work, if any, payment in the amount of the Subcontract Price.

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

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

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

3.6 Contractor shall have the right at all times to contact lower tier subcontractors and suppliers to verify that they are being paid by Subcontractor for labor or materials furnished for use in the Subcontract Work. If it

appears that labor, material or other costs incurred in the performance of the Subcontract Work are not being paid when due, Contractor may take whatever steps it deems necessary to insure that the progress payments will be utilized to pay such costs, including, but not limited to, the issuance of joint checks payable to the claimant after written notice to Subcontractor, or additionally, making payment directly to claimant after written notice to Subcontractor. If such payment by Contractor exceeds the balance of payments due or to become due to Subcontractor from Contractor, then Subcontractor shall be liable to Contractor for the difference.

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

3.8 The 10 percent withheld retention shall be payable to Subcontractor upon, and only upon the occurrence of all the following events, each of which is a condition precedent to Subcontractor's right to receive final payment hereunder and payment of such retention: (a) Completion of the entire project 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 sub-subcontractor, supplier or other person refuses to furnish a release or waiver required by the Owner or Contractor, the Subcontractor shall, upon the request of Contractor, furnish a bond satisfactory to the owner and Contractor to indemnify them against any such claim or lien. Should the existence of any unsatisfied or undischarged claim, obligation or lien arising in conjunction with Subcontractor's Work become known after final payment is received from Contractor, Subcontractor shall promptly pay on demand all actual amounts Contractor and/or Owner pay in bonding around, satisfying, discharging or defending any such claim, obligation or lien, including all costs and attorney's fees incurred in connection therewith. Final payment shall not relieve Subcontractor from liability, or for warranty or guaranty, or for indemnity obligations for faulty or defective Work.

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

4.1 TIME IS OF THE ESSENCE OF THIS SUBCONTRACT.

(a) Seven (7) copies of all Subcontractor submittals shall be received by Contractor to suit the requirements of the approved CPM target schedule unless otherwise agreed to in writing by Contractor. Subcontractor agrees to provide plan-sized sheets for all submittals of required size 24"x36" including one (1) sepia & five (6) blue line prints. Product specifications shall be provided in standard 8-1/2" by 11" paper, three hole punched and inserted into three ring binders labeled "**The Manhattanwest Condominiums**". Any required re-submittals shall be submitted within five working days of receipt of request from the Owner.

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

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

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

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

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

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

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

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

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

5. Changes and Claims

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

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

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

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

6. Assignments

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

7. **Taxes**

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

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

8. **Default and Termination**

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

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

In the event of default by Subcontractor as provided above, Contractor may, at his option, demand Subcontractor to cure or otherwise correct the default and breach within three calendar days after written notice by Contractor. If, after three days, Subcontractor has failed to cure and correct the default, Contractor may, at his sole option, provide any such labor, materials or equipment as may be necessary to complete the Work covered by this Subcontract Agreement and thereafter deduct the cost thereof from any money then due or thereafter to become due to Subcontractor under this Agreement. Alternatively, Contractor may terminate Subcontractor's right to proceed with the Work and thereafter enter upon the premises and take control of all materials, tools, equipment, and/or appliances of Subcontractor, and may employ any other person, persons, or organizations to finish the Work and provide the labor, materials and equipment to accomplish that purpose. Following completion of the Work by the Contractor or other persons or organizations, all unused materials, tools, equipment and/ or appliances shall be returned to Subcontractor. Subcontractor shall not be entitled to rent or payment of any kind for the use of Subcontractor owned equipment or materials, nor shall Contractor be liable for any damages arising from said use unless resulting from gross negligence, or willful destruction by Contractor.

In the event Subcontractor has provided a payment or performance bond to Contractor, in accordance with Section 10 of this Agreement, and following expiration of the three days cure period, Contractor will make notice and demand by registered mail upon Subcontractor's surety to complete the Work covered by this Subcontract Agreement. In the event Subcontractor's surety fails to notify Contractor within 10 days after receipt of notice and demand by Contractor of surety's election to complete the work on behalf of

Subcontractor, such failure shall be deemed a waiver by surety to exercise its rights to complete the Work. Thereafter, Contractor may at his sole option, complete the Work as otherwise provided by this Section.

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

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

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

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

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

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

9. Termination for Convenience

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.

9.2 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

C. 5% percent profit of the total of the amounts allowed in paragraphs (A) and (B) above. If, however, it appears that the Subcontractor would have sustained a loss on the entire Subcontract had it been

completed, no profit shall be compensated by the Contractor, and the amounts paid for the termination shall not be compensated for.

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

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

B. Unabsorbed overhead and anticipated lost profits.

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

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

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

10. Bonds

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,

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:

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

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

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

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

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

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

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

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

11.2 INDEMNIFICATION

a) **General Indemnity:** All work covered by this agreement that is performed at the project site, or performed in preparing or delivering materials or equipment to the project site, or in providing services for the Project, shall be at the sole risk of the Subcontractor. Subcontractor, to the fullest extent permitted by law, with respect to all such work which is covered by or incidental to this agreement, shall defend all claims through legal counsel acceptable to Contractor, and indemnify and hold Contractor, it's insurance carriers and bonding companies, Owner and any other interested party designated by Contractor, or their agents, employees or representatives (collectively referred to as "Indemnities") harmless from and against any claim, liability, loss,

APCO Construction
Subcontractor

damage, cost, expense, including attorney's fees, awards, fines or judgments arising by reason of the death or bodily injury to persons, injury or damage to tangible property, including the loss of use therefrom, whether or not it is caused in part by an Indemnitee; provided, however, that the Subcontractor shall not be obligated under this agreement to indemnify the Indemnities with respect to damages which are ultimately determined to be due the sole negligence or willful misconduct of the Indemnities.

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

12. **Warranty and Guarantee**

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

13. **Patents**

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

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

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

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

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

14.4 Subcontractor agrees to cooperate with the Contractor in efforts to prevent injuries to workmen employed by either party in carrying out operations covered by this agreement, and to adopt and place in effect OSHA

requirements and such practical suggestions as may be offered by the Contractor and/or the Owner to promote safety and safe working conditions. Should the Subcontractor fail to fulfill its obligations in relation to safety matters on the job site, at the option of the Contractor, this Agreement, upon ten (10) days written notice to Subcontractor, may be cancelled, and the Subcontractor required to immediately remove his equipment and employees from the project.

15. Damage to Work

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. Arbitration

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

17.2 In accordance with Paragraph 17.1, Subcontractor hereby waive its right to otherwise litigate any and all such disputes, claims and matters in question in any court or governmental tribunal in any jurisdiction. If

Subcontractor submits any matter to arbitration hereunder, at its sole option, Contractor may refuse to arbitrate any such disputes, claims, and matters in question. In that event, and in only that event, Subcontractor may litigate the matters subject to its demand for arbitration.

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

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

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

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

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

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

18. Miscellaneous

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

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

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

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

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

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

APCO Construction
Subcontractor

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

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

CabineTec, Inc.

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

APCO CONSTRUCTION

Project Manager
TITLE

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

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

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

ITEM#	DESCRIPTION	UNIT	QTY	PRICE	TOTAL

Kitchen and Bath Cabinets Complete: 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 OZ Architecture, Redwine Engineering, Jordan & Skala Engineers, WRG Engineering. 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.

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

APCO CONSTRUCTION

Project Manager
TITLE

528,790
261,985
790,775

APCO Construction
Subcontractor

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.

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

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

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

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

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

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

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

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

APCO Construction
Subcontractor

(l) APCO Construction cannot guarantee price stability and therefore cannot grant any additional monies to subcontractor due to escalation of price between bid/quote time and when materials/labor/shipping is actually purchased and/or incorporated into the project.

NOTICE TO ALL SUBCONTRACTORS

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.: 88-0230488

By: _____
Signature

4/28/08
Date

Title COO

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

APCO Construction _____
Subcontractor _____

CAMCO-MW 01671

EXHIBIT B
TO THE RATIFICATION

Amendments

CAMCO-MW 01672

JA002822

APCO-TR-EX0184-0025

EXHIBIT C
TO THE RATIFICATION

Submitted Change Orders

EXHIBIT D
TO THE RATIFICATION

Previously Approved Change Orders

CAMCO-MW 01674

JA002824

APCO-TR-EX0184-0027

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

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

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Docket 77320 Document 2020-38038

CHRONOLOGICAL APPENDIX OF EXHIBITS

Date	Description	Bates Number	Volume(s)
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	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

Date	Description	Bates Number	Volume(s)
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 Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements and *Ex Parte* Application for Order Shortening Time**	**JA000328-JA000342**	**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
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	Bates Number	Volume(s)
	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	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
11-06-17	**Helix Electric of Nevada's Motion *in Limine* Nos. 1-4**	**JA000534-JA000542**	**8**
	Exhibit 1 – Notice of Entry of Order	JA000543-JA000549	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	Bates Number	Volume(s)
	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 *in Limine***	**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	JA000625- JA000646	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	Bates Number	Volume(s)
	Exhibit 11 – Plaintiff in Intervention, National Wood Products, Inc.'s Initial Disclosures Pursuant to NRCP 16.1	JA000849-JA000856	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-JA000897	12
11-14-17	**Camco Pacific Construction Company, Inc.'s Opposition to Lien Claimants' Motions in Limine Nos. 1-6**	**JA000898-JA000905**	**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

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11-14-17	**APCO Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC's Motions *in Limine* 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	**Helix Electric of Nevada's Opposition to APCO Construction's Omnibus Motion *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 *Motion in Limine***	**JA001133 JA001148**	**21**

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	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 *in Limine* 1-6**	**JA001161-JA001169**	**22**
12-29-17	**Notice of Entry of Order Granting in Part and Denying in Part Helix Electric of Nevada, LLC's Motion *in Limine* 1-4**	**JA001170-JA001177**	**22**
12-29-17	**Notice of Entry of Order Granting in Part and Denying in Part APCO Construction's Omnibus Motion *in Limine***	**JA001178-JA001186**	**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**	**JA001187-JA001198**	**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	Bates Number	Volume(s)
	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 *En Banc* 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
01-09-18	**Peel Brimley Lien Claimants' Opposition to APCO Construction's Motion for Reconsideration of Order**	**JA001552-JA001560**	**27**

Date	Description	Bates Number	Volume(s)
	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**	**JA001561-JA001573**	**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 *in Limine*	JA001644-JA001647	28

Date	Description	Bates Number	Volume(s)
	Exhibit 9 - Amended *nunc pro tunc* order regarding APCO Construction, Inc.'s Omnibus Motion *in Limine* No. 7	JA001648-JA001650	28
	Exhibit 10 - Order Granting in Part and Denying in part Helix Electric of Nevada, LLC's Motions *in Limine* 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 *in Limine*	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
	Trial Exhibit 3 - Nevada Construction Services /Gemstone Cost Plus/GMP Contract Disbursement Agreement ***(Admitted)***	JA001869-JA001884	30

[1] Filed January 31, 2018

Date	**Description**	**Bates Number**	**Volume(s)**
	Trial Exhibit 4 - APCO Pay Application No. 9 Submitted to Gemstone ***(Admitted)***	JA001885-JA001974	30/31/32
	Trial Exhibit 5 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work ***(Admitted)***	JA001975-JA001978	32
	Trial Exhibit 6 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work ***(Admitted)***	JA001979-JA001980	32
	Trial Exhibit 10 - Letter from J. Barker to A. Edelstein Re: Notice of Intent to Stop Work (Second Notice) ***(Admitted)***	JA001981-JA001987	32
	Trial Exhibit 13 - Letter from A. Edelstein to Re. Nickerl Re: Termination for Cause (Gemstone) ***(Admitted)***	JA001988-JA002001	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 ***(Admitted)***	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	Bates Number	Volume(s)
	Trial Exhibit 24 - Letter from R. Nickerl to Clark County re: Notification of APCO's withdrawal as General Contractor of Record ***(Admitted)***	JA002017-JA002023	33
	Trial Exhibit 26 - Email from J. Gisondo to Subcontractors re: June checks ***(Admitted)***	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 ***(Admitted)***	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
	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 ***(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

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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
	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	Bates Number	Volume(s)
	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
	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

Date	Description	Bates Number	Volume(s)
	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	Bates Number	Volume(s)
	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

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	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
	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

Date	Description	Bates Number	Volume(s)
	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	JA002457-JA002494	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
	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

Date	Description	Bates Number	Volume(s)
	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
	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

Date	Description	Bates Number	Volume(s)
	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
	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

Date	Description	Bates Number	Volume(s)
	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:		
	Trial Exhibit 501 - Payment Summary	JA003339 – JA003732	55/56/57 /58/59/60
	Trial Exhibit 508 – Helix Pay Application	JA003733-JA003813	60/61

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	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	JA004035-JA005281	63/64/65/66/67/68/69/70/71/72/73/74/75/76/77
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**
01-18-18	**Transcript – Bench Trial (Day 2)[2]**	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)[3]**	JA005624-JA005785	80
	Trial Exhibit 231 – Helix Electric's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint ***(Admitted)***	JA005786-JA005801	80
	Trial Exhibit 314 - Declaration of Victor Fuchs in support of Helix's Motion for Partial Summary Judgment against Gemstone ***(Admitted)***	JA005802-JA005804	80

[2] Filed January 31, 201879
[3] Filed January 31, 2018

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 320 – June-August Billings—not paid to APCO ***(Admitted)***	JA005805	80
	Trial Exhibit 321 – Overpayments to Cabinetec ***(Admitted)***	JA005806-	80
	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)[4]**	**JA005820-JA005952**	81
03-08-18	**Letter to Judge Denton submitting Helix Electric of Nevada, LLC's (Proposed) Findings of Fact and Conclusions of Law**	**JA005953-JA005985**	**81**
03-08-18	**Letter to Judge Denton submitting APCO Construction, Inc.'s Proposed Findings of Fact and Conclusions of Law**	**JA005986-JA006058**	**8/821**
03-08-18	**APCO Construction Inc.'s Post-Trial Brief**	**JA006059-JA006124**	**82/83**
03-23-18	**APCO Opposition to Helix Electric of Nevada, LLC's Findings of Fact and Conclusions of Law**	**JA006125-JA006172**	**83/84**
03-23-18	**Helix Electric of Nevada, LLC's Responses to APCO Construction's Post-Trial Brief**	**JA006173-JA006193**	**84**
04-25-18	**Findings of Fact and Conclusions of Law and Order as the Claims of Helix Electric and Cabinetec Against APCO**	**JA006194-JA006264**	**84/85**

[4] Filed January 31, 201883

Date	Description	Bates Number	Volume(s)
05-08-18	**APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc**.	**JA006265-JA006284**	**85**
	Exhibit 1 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA006285-JA006356	85/86
	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
	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
	Exhibit 7A – Billing Entries	JA006412-JA006442	87/88

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	Exhibit 7B – Time Recap	JA006443-JA006474	88
	Exhibit 8 – Declaration of Cody S. Mounteer, Esq. in Support of Motion for Attorney's Fees and Costs	JA006475-JA006478	88
	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
05-08-18	**Helix Electric of Nevada, LLC's Motion to Retax Costs Re: Defendant APCO Construction's Memorandum of Costs and Disbursements**	**JA006509-JA006521**	**89**
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**
06-01-18	**Helix Electric of Nevada, LLC's Motion for Attorneys' Fees, Interest and Costs**	**JA006551-JA006563**	**90**
	Exhibit 1 – Findings of Fact and Conclusions of Law and Order as to the Claims of Helix Electric of Nevada, LLC Against Camco Pacific Construction, Inc.	JA006564-JA006574	90

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	Exhibit 2 – Memorandum of Costs and Disbursements (Helix Electric of Nevada, LLC)	JA006575-JA006580	90
	Exhibit 3 – Prime Interest Rate	JA006581-JA006601	90
	Exhibit 4 – Declaration of Eric B. Zimbelman in Support of Helix Electric of Nevada, LLC's Motion for Attorneys' Fees, Interest and Costs	JA006583-JA006588	90
	Exhibit 5 – Summary of Fees	JA006589-JA006614	90
06-15-18	**APCO Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.'s Motions to Retax Costs**	**JA006615-JA006637**	**90/9**1
	Exhibit 1-A Declaration of Mary Bacon in Support of APCO's Supplement to its Motion for Attorney's Fees	JA006635 JA006638	91
	Exhibit 1-B – Declaration of Cody Mounteer in Support of APCO's Supplement to its Motion for Attorney's Fees	JA006639-JA006916	91/92/93 94/95/96
06-15-18	**Helix Electric of Nevada, LLC's Opposition to APCO Construction's Motion for Attorneys' Fees and Costs**	**JA006917 – JA006942**	**96**
	Exhibit 1 – Notice of Entry of Staying the Case, Except for the Sale of the Property, Pending Resolution of the Petition before the Nevada Supreme Court	JA006943-JA006948	96

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	Exhibit 2 – Notice of Entry of Denying APCO Construction's Motion for Partial Summary Judgment Re: Lien Foreclosure Claims	JA006949-JA006954	96
	Exhibit 3 – Supreme Court filing notification Joint Petition for Writ of Mandamus filed	JA006955-JA006958	96
	Exhibit 4 – Order Denying *En Banc* Reconsideration	JA006959-JA006963	96
	Exhibit 5 – Notice of Entry of Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA006964-JA006978	96
	Exhibit 6A – Interstate Plumbing and Air Conditioning, LLC's Response to Special Master Questionnaire	JA006977-JA006980	96
	Exhibit 6B – Nevada Prefab Engineers, Inc.'s Response to Special Master Questionnaire	JA006981-JA006984	96
	Exhibit 6C – Zitting Brothers Construction, Inc.'s Response to Special Master Questionnaire	JA006985-JA006993	96/97
	Exhibit 6D – Noorda Sheet Metal's Notice of Compliance	JA006994 JA007001	97
	Exhibit 6 E – Unitah Investments, LLC's Special Master Questionnaire	JA007002-JA007005	97
	Exhibit 7A – Motion to Appoint Special Master	JA007006-JA007036	97
	Exhibit 7B – Letter from Floyd A. Hale dated August 2, 2016	JA007037-JA007060	97

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	Exhibit 7C – Special Master Report Regarding Remaining Parties to the Litigation, Special Master Recommendation and District Court Order Amended Case Agenda	JA007042-JA007046	97
	Exhibit 8 – Notice of Entry of Order Granting Plaintiff's Motion to Dismiss	JA007047 JA007053	97
	Exhibit 9 – Stipulation and Order for Dismissal with Prejudice	JA007054-JA007056	97
	Exhibit 10 – Stipulation and Order to Dismiss Third-Party Complaint of Interstate Plumbing & Air Conditioning, LLC Against APCO Construction, Inc. with Prejudice	JA007057-JA007059	97
	Exhibit 11 – Notice of Entry of Order Granting in Part and Denying in Part APCO Construction's Omnibus Motion *in Limine*	JA007060-JA007088	97
	Exhibit 12 – Notice of Entry of Order Granting in Part and Denying in Part Helix Electric of Nevada, LLC's Motion in Limine (against APCO Construction)	JA007070-JA007078	97
	Exhibit 13 – Notice of Entry of Order Denying APCO Constructions' Motion for Partial Summary Judgment Re: Lien Foreclosure Claims	JA007079-JA007084	97
	Exhibit 14 – Notice of Entry of Order Denying APCO Construction's Motion for Reconsideration of Order Granting Partial Summary	JA007085-JA007087	97

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	Judgment Precluding Defenses Based on Pay-if-Paid Agreements		
	Exhibit 15 – Notice of Association of Counsel	JA007088-JA007094	97
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**
06-15-18	**Declaration of S. Judy Hirahara in support of National Woods's Opposition to APCO Construction's Motion for Attorneys' Fees and Costs**	**JA007121-JA007189**	**98**
06-18-18	**Plaintiff in Intervention National Wood Products, Inc.'s Joinder to Helix Electric of Nevada, LLC's Opposition to APCO Construction's Motion for Attorneys' Fees and Costs**	**JA007190-JA007192**	**99**
06-21-18	**Helix Electric of Nevada, LLC's Notice of Non-Opposition to its Motion for Attorney's Fees, Interest and Costs**	**JA007193-JA007197**	**99**
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**
	Exhibit 1 – Invoice Summary by Matter Selection	JA007221-JA007222	99
	Exhibit 2 – Marquis Aurbach Coffing Invoice to APCO dated April 30, 2018	JA007223-JA007224	99

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06-29-18	Helix Electric of Nevada, LLC's Reply Re: Motion to Retax	JA007225-JA007237	100
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
07-19-18	Plaintiff-in-Intervention National Wood Products, Inc.'s Surreply to APCO Construction's Reply to Plaintiff-in-Intervention National Wood Products, Inc.'s Opposition to Motion for Attorney's Fees and Costs	JA007246-JA007261	100
08-08-18	Court's Decision on Attorneys' Fees and Cost Motions	JA007262-JA007280	100
09-28-18	Notice of Entry of (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
01-24-19	Transcript for All Pending Fee Motions on July 19, 2018	JA007300-JA007312	100/101
07-12-19	Order Dismissing Appeal (Case No. 76276)	JA007313-JA007315	101

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08-06-19	**Helix Electric of Nevada LLC's Motion to (I) Re-Open Statistically Closed Case, (II) Dismiss All Unresolved Claims and/or (III) In the Alternative for a Rule 54(B) Certification as to Helix and APCO**	**JA007316-JA007331**	**101**
	Exhibit 1 – Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.'s Against APCO Construction, Inc.	JA007332-JA007335	101
	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
	Exhibit 3 - Notice of Appeal	JA007345-JA007394	101/102
	Exhibit 4 – Amended Notice of Appeal	JA007395-JA007400	102
	Exhibit 5A – 5F -Notices of Entry of Order as to the Claims of Cactus Rose Construction, Fast Glass, Inc., Heinaman Contract Glazing, Helix Electric of Nevada, LLC, SWPPP Compliance	JA007401-JA007517	102/103

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	Solutions, Inc., E&E Fire Protection		
	Exhibit 6 – Order Dismissing Appeal in Part (Case No. 76276)	JA007518-JA007519	103
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	Exhibit 8 -Order Dismissing Appeal (Case No. 76276)	JA007524-JA007527	103
	Exhibit 9 – Notice of Entry of Order to Consolidate this Action with Case Nos. A574391, A574792, A57623. A58389, A584730, A58716, A580889 and A589195	JA 007528-JA007541	103
	Exhibit 10 (Part One)	JA007537-JA007542	103
	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 10E – 131 Nev. Advance Opinion 70	JA008150-JA008167	109
	Exhibit 10F – Special Master Report Regarding Remaining Parties to the Litigation and Discovery Status	JA008168-JA008170	109
	Exhibit 10EG – Notice of Entry of Granting Plaintiff's Motion to Dismiss	JA008171-JA008177	109
	Exhibit 10H – Complaint re Foreclosure	JA008178-JA008214	109
	Exhibit 10I – First Amended Complaint re Foreclosure	JA008215-JA008230	109
	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
	Exhibit 10O – Answer to Helix Electric's Statement of Facts	JA008323-JA008338	110

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	Constituting Lien and Third-Party Complaint and Camco Pacific Construction Company Inc.'s Counterclaim		
	Exhibit 10P – Notice of Entry of Helix Electric of Nevada, LLC's Motion for Attorney's Fees, Interest and Costs	JA008339 JA008347	110
	Exhibit 10Q – Notice of Entry of Judgment [As to the claims of Helix Electric of Nevada, LLC Against Camco Construction Co., Inc.]	JA008348-JA008367	110
	Exhibit 10R – Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc. Against APCO Construction, Inc.]	JA008368-JA008378	110
	Exhibit 10S – Findings of Fact and Conclusions of Law and Order as to the Claims of Helix Electric and Cabenetec Against APCO	JA008379-JA008450	110/111
	Exhibit 10T -WRG Design, Inc.'s Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA008451-JA008486	111
	Exhibit 10U – APCO Construction's Answer to WRG Design Inc.'s amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008468-JA008483	111
	Exhibit 10V -Answer to WRG Design, Inc.'s Statement of Facts Constituting Lien, Third-Party Complaint and Camco Pacific Construction, Inc's Counterclaim	JA008484-JA008504	111

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	Exhibit 10W – Notice of Entry of Stipulation and Order Dismissal	JA008505-JA008512	111
	Exhibit 10X – WRG Design, Inc.'s Answer to Camco Pacific Construction Company, Inc.'s Counterclaim	JA008513 JA008517	111
	Exhibit 10Y – Heinaman Contract Glazing's Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008518-JA008549	111
	Exhibit 10Z – Answer to Heinaman Contract Glazing's Statement of Facts Constituting Lien and Third-Party Complaint, and Camco Pacific Construction's Counterclaim	JA008531-JA008551	111
	Exhibit 10AA – Notice of Entry of Granting Heinaman Glazing's Motion for Attorneys's Fees, Interest and Costs	JA008552-JA008579	111/112
	Exhibit 10BB -Notice of Entry of Judgment [As to the Claims of Heinaman Contract Glazing Against Camco Construction Co., Inc.]	JA008561-JA008582	112
	Exhibit 10CC – Heinaman Contract Glazing's Answer to Camco Pacific Construction Company's Counterclaim	JA008583 JA008588	112
	Exhibit 10DD - Bruin Painting Corporation's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA008589-JA00861	112
	Exhibit 10EE – Answer to Bruin Painting Corporation's Amended Statement of Facts Constituting Notice of Lien and Third-Party	JA008602-JA008621	112

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	Complaint and Camco Pacific Construction, Inc.'s Counterclaim		
	Exhibit 10FF – Voluntary Dismissal of Fidelity and Deposit Company of Maryland Only from Bruin Painting Corporation's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint Without Prejudice	JA008622-JA008624	112
	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
	Exhibit 10JJ -Defendants Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008665-JA008681	112
	Exhibit 10KK – Stipulation and Order to Dismiss E & E Fire Protection, LLC Only Pursuant to the Terms State Below	JA008682-JA008685	112
	Exhibit 10LL – HD Supply Waterworks, LP's Voluntary Dismissal of Platte River Insurance Company Only Without Prejudice	JA008686-JA008693	112

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	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 10OO – Amended Notice of Appeal	JA008724-JA008729	113
	Exhibit 10PP – Notice of Cross Appeal	JA008730-JA008736	113
	Exhibit 10QQ – Motion to Suspend Briefing Pending Outcome of Order to Show Cause in Supreme Court Case No. 76276	JA008737-JA008746	113
	Exhibit 11 – Order to Consolidate this Action with Case Nos. A574391, A574792, A57623. A58389, A584730, A58716, A580889 and A589195	JA008747-JA008755	113
	Exhibit 12 – Stipulation and Order to Dismiss Third-Party Complaint of Interstate Plumbing & Air Conditioning, LLC Against APCO Construction, Inc. with Prejudice	JA00875-JA008758	113
	Exhibit 13 – Stipulation and Order with Prejudice	JA008759-JA008780	113
	Exhibit 14 – Docket/United Subcontractors, Inc. dba Skyline Insulation's Motion to Enforce Settlement Agreement and Enter Judgment	JA008762-JA008788	113
	Exhibit 15 – Notice of Entry of Order Granting Motion for 54(b) Certification and for Stay Pending Appeal	JA008789-JA008798	113

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	Exhibit 16 – Notice of Appeal	JA008799-JA008810	113
08-16-19	**APCO's Opposition to Helix Electric of Nevada LLC's Motion to (I) Re-Open Statistically Closed Case, (II) Dismiss All Unresolved Claims and/or (III) In the Alternative for a Rule 54(B) Certification as to Helix and APCO**	**JA008811-JA008821**	**114**
	Exhibit 1 – Order to File Amended Docketing Statement	JA008822-JA008824	114
	Exhibit 2 – Order to Show Cause	JA008825-JA008828	114
	Exhibit 3 – Appellant/Cross-Respondent's Response to Order to Show Cause	JA008829-JA008892	114/115/116
	Exhibit 4 – Order Dismissing Appeal	JA008893-JA008896	116
	Exhibit 5 – Chart of Claims	JA008897-JA008924	116
	Exhibit 6 – Answer to Helix Electric's Statement of Facts Constituting Lien and Third-Party Complaint and Camco Pacific Construction Company, Inc.'s Counterclaim	JA008925-JA008947	116/117
	Exhibit 7 – Answer to Cactus Rose's Statement of Facts Constituting Notice of Lien and Complaint and Camco Pacific Construction Company Inc.'s Counterclaim	JA008948-JA008965	117
	Exhibit 8 – Answer to Heinaman Contract Glazing's Statement of Facts Constituting Lien and Third-Party Complaint and Camco	JA008966-JA008986	117/118

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	Pacific Construction's Counterclaim		
	Exhibit 9 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric of Nevada, LLC Against Camco Pacific Construction, Inc.	JA008987-JA008998	118
	Exhibit 10 – Findings of Fact and Conclusions of Law as to the Claims of Cactus Rose Construction Co., Inc.	JA008998-JA009010	118
	Exhibit 11 – Findings of Fact and Conclusions of Law as to the Claims of Heinaman Contract Glazing	JA009011-JA009024	118
	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
	Exhibit 13 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA009039-JA009110	118/119
	Exhibit 14 – Order Granting Motion to Deposit Bond Penal Sum with Court, Exoneration of Bond and Dismissal	JA009111-JA009113	119
	Exhibit 15 – Order Approving Distribution of Fidelity and Deposit Company of Maryland's Bond	JA009114-JA009116	119
08-29-19	**Helix Electric of Nevada LLC's Reply to APCO's Opposition to Helix Electric of Nevada LLC's Motion to (I) Re-Open Statistically Closed Case, (II)**	**JA009117-JA009123**	**119**

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	Dismiss All Unresolved Claims and/or (III) In The Alternative for a Rule 54(B) Certification as to Helix and APCO		
01-03-20	**Notice of Entry of Order Granting Helix Electric of Nevada, LLC's Motion for Rule 54(b) Certification**	**JA009124-JA009131**	**119**
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 National Wood Products, Inc.'s Against APCO Construction, Inc.]	JA009137-JA009166	120
	Exhibit [C] – Notice of Entry of Order Granting Helix Electric of Nevada's Rule 54(b) Certification	JA009148-JA009156	120
02-11-20	**Case Appeal Statement**	**JA009157-JA009163**	120
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 Motion to Retax in Party (4) Granting Plaintiff-in-Intervention National Wood Productions, LLC's Motion to Retax in Part and Denying in Part and (5) Granting National Wood Products, Inc.'s Motion to File a Surreply	JA009168-JA009182	120

Date	**Description**	**Bates Number**	**Volume(s)**
	Exhibit 2 – Notice of Entry of Order Granting Helix Electric of Nevada's Motion for Rule 54(b) Certification	JA009183-JA00991	120

ALPHABETICAL APPENDIX OF EXHIBITS

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08-05-09	**APCO's Answer to Helix's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint**	**JA000016 – JA000030**	**1**
05-08-18	**APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc**.	**JA006265-JA006284**	**85**
	Exhibit 1 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA006285-JA006356	85/86
	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
	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
	Exhibit 7A – Billing Entries	JA006412-	87/88

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		JA006442	
	Exhibit 7B – Time Recap	JA006443-JA006474	88
	Exhibit 8 – Declaration of Cody S. Mounteer, Esq. in Support of Motion for Attorney's Fees and Costs	JA006475-JA006478	88
	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
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	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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	Motion to Retax in Party (4) Granting Plaintiff-in-Intervention National Wood Productions, LLC's Motion to Retax in Part and Denying in Part and (5) Granting National Wood Products, Inc.'s Motion to File a Surreply		
	Exhibit 2 – Notice of Entry of Order Granting Helix Electric of Nevada's Motion for Rule 54(b) Certification	JA009183-JA00991	120
11-06-17	**APCO Construction, Inc.'s Omnibus Motion *in Limine***	**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	JA000625-JA000646	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

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	Exhibit 11 – Plaintiff in Intervention, National Wood Products, Inc.'s Initial Disclosures Pursuant to NRCP 16.1	JA000849-JA000856	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-JA000897	12
03-23-18	**APCO Opposition to Helix Electric of Nevada, LLC's Findings of Fact and Conclusions of Law**	**JA006125-JA006172**	**83/84**
08-16-19	**APCO's Opposition to Helix Electric of Nevada LLC's Motion to (I) Re-Open Statistically Closed Case, (II) Dismiss All Unresolved Claims and/or (III) In the Alternative for a Rule 54(B) Certification as to Helix and APCO**	**JA008811-JA008821**	**114**
	Exhibit 1 – Order to File Amended Docketing Statement	JA008822-JA008824	114
	Exhibit 2 – Order to Show Cause	JA008825-JA008828	114
	Exhibit 3 – Appellant/Cross-Respondent's Response to Order to Show Cause	JA008829-JA008892	114/115/116
	Exhibit 4 – Order Dismissing Appeal	JA008893-JA008896	116
	Exhibit 5 – Chart of Claims	JA008897-JA008924	116
	Exhibit 6 – Answer to Helix Electric's Statement of Facts Constituting Lien and Third-Party Complaint and Camco	JA008925-JA008947	116/117

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	Exhibit 7 – Answer to Cactus Rose's Statement of Facts Constituting Notice of Lien and Complaint and Camco Pacific Construction Company Inc.'s Counterclaim	JA008948-JA008965	117
	Exhibit 8 – Answer to Heinaman Contract Glazing's Statement of Facts Constituting Lien and Third-Party Complaint and Camco Pacific Construction's Counterclaim	JA008966-JA008986	117/118
	Exhibit 9 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric of Nevada, LLC Against Camco Pacific Construction, Inc.	JA008987-JA008998	118
	Exhibit 10 – Findings of Fact and Conclusions of Law as to the Claims of Cactus Rose Construction Co., Inc.	JA008998-JA009010	118
	Exhibit 11 – Findings of Fact and Conclusions of Law as to the Claims of Heinaman Contract Glazing	JA009011-JA009024	118
	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
	Exhibit 13 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA009039-JA009110	118/119
	Exhibit 14 – Order Granting Motion to Deposit Bond Penal Sum with Court, Exoneration of Bond and Dismissal	JA009111-JA009113	119
	Exhibit 15 – Order Approving Distribution of Fidelity and Deposit Company of Maryland's Bond	JA009114-JA009116	119

Date	Description	Bates Number	Volume(s)
06-15-18	**APCO Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.'s Motions to Retax Costs**	**JA006615-JA006637**	**90/9**1
	Exhibit 1-A Declaration of Mary Bacon in Support of APCO's Supplement to its Motion for Attorney's Fees	JA006635 JA006638	91
	Exhibit 1-B – Declaration of Cody Mounteer in Support of APCO's Supplement to its Motion for Attorney's Fees	JA006639-JA006916	91/92/93 94/95/96
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03-08-18	**Letter to Judge Denton submitting Helix Electric of Nevada, LLC's (Proposed) Findings of Fact and Conclusions of Law**	**JA005953-JA005985**	**81**
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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**
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	Exhibit 2 – Camco Pacific Construction Company, Inc.'s Responses to Helix Electric of Nevada, LLC's Interrogatories	JA000380-JA000392	6
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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
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	Exhibit 6 – Heinaman Contract Glazing, Inc.'s First Set of Request for Admissions to Camco Pacific Construction	JA000512-JA000522	8
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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**
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Date	Description	Bates Number	Volume(s)
	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-Intervention National Wood Products, Inc.'s Surreply to APCO Construction's Reply to Plaintiff-in-Intervention National Wood Products, Inc.'s Opposition to Motion 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	Bates Number	Volume(s)
	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	Bates Number	Volume(s)
	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	Bates Number	Volume(s)
	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	Bates Number	Volume(s)
	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	JA002457-JA002494	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	Bates Number	Volume(s)
	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	Bates Number	Volume(s)
	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	Bates Number	Volume(s)
	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	Bates Number	Volume(s)
	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	JA004035- JA005281	63/64/65/66/67/ 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 ***(Admitted)***	JA001885- JA001974	30/31/32
	Trial Exhibit 5 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work ***(Admitted)***	JA001975- JA001978	32
	Trial Exhibit 6 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work ***(Admitted)***	JA001979- JA001980	32
	Trial Exhibit 10 - Letter from J. Barker to A. Edelstein Re: Notice of Intent to Stop Work (Second Notice) ***(Admitted)***	JA001981- JA001987	32

[5] Filed January 31, 2018

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 13 - Letter from A. Edelstein to Re. Nickerl Re: Termination for Cause (Gemstone) ***(Admitted)***	JA001988-JA002001	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 ***(Admitted)***	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
	Trial Exhibit 24 - Letter from R. Nickerl to Clark County re: Notification of APCO's withdrawal as General Contractor of Record ***(Admitted)***	JA002017-JA002023	33
	Trial Exhibit 26 - Email from J. Gisondo to Subcontractors re: June checks ***(Admitted)***	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 ***(Admitted)***	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**	**Bates Number**	**Volume(s)**
	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 ***(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
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 ***(Admitted)***	JA005786-JA005801	80
	Trial Exhibit 314 - Declaration of Victor Fuchs in support of Helix's Motion for Partial Summary Judgment against Gemstone ***(Admitted)***	JA005802-JA005804	80
	Trial Exhibit 320 – June-August Billings—not paid to APCO ***(Admitted)***	JA005805	80
	Trial Exhibit 321 – Overpayments to Cabinetec ***(Admitted)***	JA005806-	80

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

Date	Description	Bates Number	Volume(s)
	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

PLAINTIFF'S EXHIBIT 218
A571228
JAN 17 2018
PENGAD 800-631-6989

CAMCO-MW 00045

APCO-TR-EX0218-0001
PLTF'S PROPOSED EXHIBIT
NO. 218
Case No. A571228

APPLICATION AND CERTIFICATE FOR PAYMENT

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

PROJECT: Manhattan West
Phase 1

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

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

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

VIA ARCHITECT: OZ Architects

CONTRACT FOR: Manhattan West Phase 1

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	$	78,938,160.00
2. Net change by Change Orders	$	2,677,059.22
3. CONTRACT SUM TO DATE (Line 1 +\- 2)	$	81,615,219.22
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	58,843,661.12
5. RETAINAGE		
a. 10 % of completed work (Buildings)	$ 5,337,982.74	
b. 5 % of Site Work	$ 273,186.75	
Total Retainage (line 5a 5b)		5,611,169.49
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	53,232,391.63
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	$	48,711,358.39
8. CURRENT PAYMENT DUE	$	4,521,033.24
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	28,382,827.59

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
TOTAL CHANGES APPROVED IN PREVIOUS MONTHS BY OWNER	1,583,126.22	
Total approved this Month	1,113,933.00	
TOTALS	2,677,059.22	
NET CHANGES by change order		2,677,059.22

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

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

State of: Nevada
County of: Clark
Subscribed and sworn to before me this 6 day of October, 2008

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

Notary Public
State of Nevada
YVONNE D. FARRIS
My Appointment Expires
November 5, 2011

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

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

2,677,059.22

APPLICATION AND CERTIFICATE FOR PAYMENT

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

PROJECT: Manhattan West
Phase 1

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

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

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

VIA ARCHITECT: OZ Architects

CONTRACT FOR : Manhattan West Phase 1

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	$	78,938,160.00
2. Net change by Change Orders	$	2,677,059.22
3. CONTRACT SUM TO DATE (Line 1 +\- 2)	$	81,615,219.22
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	58,843,561.12
5. RETAINAGE		
a. 10 % of completed work (Buildings)	$ 5,337,982.74	
b. 5 % of Site Work	$ 273,186.75	
Total Retainage (line 5a 5b)		5,611,169.49
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	53,232,391.63
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	49,711,358.39
8. CURRENT PAYMENT DUE	$	4,521,033.24
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	28,382,827.59

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

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

CONTRACTOR

By: _____ Date: 10/6/08

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

Notary Public: _____

My Commission expires: 11-5-11

Notary Public - State of Nevada
County of Clark
YVONNE D. FARMER
My Appointment Expires
No: 99-57395-1 November 5, 2011

ARCHITECT

By: _____ Date: _____

OWNER

By: _____ Date: _____

2,677,059.22

CAMCO-MW 00046

APCO-TR-EX0218-0002

APPLICATION AND CERTIFICATE FOR PAYMENT

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

PROJECT : Manhattan West
Phase 1

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

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

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

VIA ARCHITECT: OZ Architects

CONTRACT FOR : Manhattan West Phase 1

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	$	78,938,160.00
2. Net change by Change Orders	$	2,116,176.22
3. CONTRACT SUM TO DATE (Line 1 +\- 2)	$	81,054,336.22
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	59,914,450.18
5. RETAINAGE		
a. 10 % of completed work (Buildings)	$	5,488,644.39
b. 5 % of Site Work	$	251,400.38
Total Retainage (line 5a 5b)		5,740,044.78
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	54,174,405.40
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 form prior Certificate)	$	50,086,799.14
8. CURRENT PAYMENT DUE	$	4,087,606.26
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	26,879,930.82

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
TOTAL CHARGES APPROVED IN PREVIOUS MONTHS BY OWNER	1,563,126.22	-
Total approved this Month	553,050.00	
TOTALS	2,116,176.22	-
NET CHANGES by change order		2,116,176.22

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

CONTRACTOR

By: _____ Date: 9/23/08

State of: Nevada
County of: Clark
Subscribed and sworn to before me this 23 day of Sept., 2008

Notary Public: _____

My Commission expires: 11-5-2011

Notary Public - State of Nevada
County of Clark
YVONNE D. FARREN
My Appointment Expires
November 5, 2011
No. 95-57395-1

ARCHITECT

By: _____ Date: _____

OWNER

By: _____ Date: _____

2,116,176.22

CAMCO-MW 00047

APCO-TR-EX0218-0003

GRADING

A	B	C	D	E	F	G	H	I	J	K	L
			WORK COMPLETED		MATERIALS 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	Mobilization	45,000.00	45,000.00				45,000.00	100%	-	-	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)	$ -	$ 62,250.00	$ 4,003,250.00	88%	$ 524,450.00	$ (23,967.50)	$ 200,162.50

CAMCO-MW 00048

APCO-TR-EX0218-0004

SIMPLE SUMMARY

A	B	C	D	E	F	G	H	I	J	K	L
			WORK COMPLETED		MATERIALS 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	10,578,501.12	8,716,841.59	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	-	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	1,652,695.51
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	53,967.40	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
8	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

CONTINUATION SHEET

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

Schedule of Values Phase 1 Manhattan West

Owner Loan No.: 10
Billing Number: 11
Period: 8/31/2008

A.1	A.2	B	C	D	E	F	G	H	I	J	K	L
				WORK COMPLETED		MATERIALS STORED						
ITEM NO.	CIS CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATIONS	THIS PERIOD	THIS PERIOD	CURRENT TOTAL STORED	TOTAL COMPLETED AND STORED	PERCENTAGE COMPLETE	BALANCE TO FINISH	CURRENT RETENTION WITHHELD	TOTAL RETENTION WITHHELD
GRADING												
1	2200	Mobilization	45,000.00	45,000.00	-	-	-	45,000.00	100%	-	-	2,250.00
2	2200	Site Preparation and Mass Excavation	2,559,000.00	2,559,000.00	-	-	-	2,559,000.00	100%	-	-	127,950.00
3	2510	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	2600	Site Storm Sewer	511,000.00	500,780.00	-	-	-	500,780.00	98%	10,220.00	-	25,039.00
5	2530	Site Sanitary Sewer	815,000.00	592,400.00	(340,200.00)	-	82,250.00	250,200.00	41%	564,800.00	(17,010.00)	12,510.00
6	2200	Insurance	150,700.00	150,700.00	-	-	-	150,700.00	100%	-	-	7,535.00
OFF & ON-SITE IMPROVEMENTS												
7	2740	Grading	222,750.00	-	135,000.00	-	-	135,000.00	61%	87,750.00	13,500.00	13,500.00
8	2770	Offsites Curb & Gutter Russell	77,000.00	-	-	-	-	-	0%	77,000.00	-	-
9	2775	Offsites Sidewalks Russell	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
10	2740	Asphalt Paving Phase 1	289,600.00	43,927.50	-	-	-	43,927.50	15%	245,672.50	-	4,392.75
11	2770	Curb and Gutter Phase 1	113,020.00	-	-	-	-	-	0%	113,020.00	-	-
12	2775	Sidewalks Phase 1 Budget)	220,000.00	-	-	-	-	-	0%	220,000.00	-	-
13	2780	Brick Pavers Phase 1 (Budget)	221,844.00	-	-	-	-	-	0%	221,844.00	-	-
14	2670	Site furnishings Phase 1 (Budget)	100,000.00	-	-	-	-	-	0%	100,000.00	-	-
15	16000	Pools	460,000.00	-	25,000.00	-	-	25,000.00	5%	435,000.00	2,500.00	2,500.00
16	16000	Electrical Engineering	6,200.00	-	-	-	-	-	0%	6,200.00	-	-
17	16000	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	16000	Electrical Permits	2,600.00	-	-	-	-	-	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	16000	Furnish Parking Lot Pole Lighting	32,000.00	-	-	-	-	-	0%	32,000.00	-	-
27	1000	Contractor Fee	149,883.00	4,398.67	13,316.89	-	-	17,715.56	12%	132,167.34	1,331.70	1,771.57
BUILDING #2												
28	2900	Landscaping	90,000.00	-	-	-	-	-	0%	90,000.00	-	-
29	5100	Reinforcing Steel Labor	340,000.00	340,000.00	-	-	-	340,000.00	100%	-	-	34,000.00
30	5100	Reinforcing Steel Material	506,612.50	506,612.50	-	-	-	506,612.50	100%	-	-	50,661.25
31	3300	Concrete Excavate Footings	248,500.00	248,500.00	-	-	-	248,500.00	100%	-	-	24,850.00
32	3300	Concrete Place footings	200,000.00	200,000.00	-	-	-	200,000.00	100%	-	-	20,000.00
33	3300	Concrete Form and Place Lower Walls	300,000.00	300,000.00	-	-	-	300,000.00	100%	-	-	30,000.00
34	3300	Concrete Form and Place Lower Columns	85,000.00	85,000.00	-	-	-	85,000.00	100%	-	-	8,500.00
35	3300	Concrete Place and Finish Slab on Grade	130,000.00	130,000.00	-	-	-	130,000.00	100%	-	-	13,000.00
36	3300	Concrete Form and Place Mid Deck	450,000.00	450,000.00	-	-	-	450,000.00	100%	-	-	45,000.00
37	3300	Concrete Form and Place Mid Walls	300,000.00	300,000.00	-	-	-	300,000.00	100%	-	-	30,000.00
38	3300	Concrete Form and Place Mid Columns	85,000.00	85,000.00	-	-	-	85,000.00	100%	-	-	8,500.00
39	3300	Concrete Form and Place Upper Deck	475,900.00	475,180.50	-	-	-	475,180.50	100%	719.50	-	47,518.05
40	3450	Precast Concrete (Budget) 1st Floor	25,000.00	12,700.00	-	-	6,350.00	12,700.00	51%	12,300.00	-	1,270.00
41	3450	Precast Concrete (Budget) 2nd Floor	25,000.00	12,700.00	-	-	6,350.00	12,700.00	51%	12,300.00	-	1,270.00
42	3450	Precast Concrete (Budget) 3rd Floor	25,000.00	12,700.00	-	-	6,350.00	12,700.00	51%	12,300.00	-	1,270.00
43	3450	Precast Concrete (Budget) 4th Floor	25,000.00	12,700.00	-	-	6,350.00	12,700.00	51%	12,300.00	-	1,270.00
44	4100	Masonry CMU	32,100.00	28,890.00	3,210.00	-	-	32,100.00	100%	-	321.00	3,210.00
45	4100	Masonry Thin Brick Veneer	151,200.00	-	-	-	-	-	0%	151,200.00	-	-

CAMCO-MW 00050
APCO-TR-EX0218-0006

BUILDING CHANGE ORDERS Continued....

792	6100	BUILDING CO 00021 Rebar Changes B7	-	-	-	-	-	-	#DIV/0!	-	-	-
793	5100	BUILDING CO 00029.2 Electrical Options B8	45,160.19	27,086.10	17,196.00	-	-	44,282.10	98%	928.06	1,713.60	4,423.21
794	5100	BUILDING CO 00032.2 Electrical Options B9	43,803.27	26,291.96	16,936.00	-	-	43,217.96	98%	585.31	1,693.60	4,321.80
795	5100	BUILDING CO 00033.3 Plumbing Options B9	54,100.48	13,525.12	-	-	-	13,525.12	25%	40,575.37	-	1,352.51
796	4100	BUILDING CO 00034.2 Plumbing Options B8	64,963.36	16,240.84	-	-	-	16,240.84	25%	48,722.52	-	1,624.08
797	16000	BUILDING CO 00036.1 Electrical C2 Split B8/9	56,443.80	33,866.40	-	-	-	33,866.40	60%	22,577.40	-	3,386.64
798	15010	BUILDING 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 Rail Opt B8 & B9	21,921.30	-	-	-	-	-	0%	21,921.30	-	-
800	15010	BUILDING CO 00039.1 Building 9 & 8 Fireplaces	16,560.70	-	-	-	-	-	0%	16,560.70	-	-
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	98,739.50	24,935.00	49,000.00	-	-	73,935.00	74%	25,804.50	4,900.00	7,393.50
803	15010	BUILDING CO 00047 Building 8 & 9 Low Voltage	60,894.23	15,223.56	-	-	-	15,223.56	25%	45,670.67	-	1,522.36
804	15010	BUILDING CO 00048 Building 8 & 9 Closet Organizers	18,662.09	-	-	-	-	-	0%	18,662.09	-	-
805	16000	BUILDING CO 00050 Building 7 Electrical Upgrades	26,536.38	-	-	-	-	-	0%	26,536.38	-	-
806	6100	BUILDING CO 00052 Bldg 8 & 9 Shower Doors & Mirrors	19,740.58	-	-	-	-	-	0%	19,740.58	-	-
807	5100	BUILDING CO 00055 Masonry C2 Split B8/9	12,093.08	12,093.08	-	-	-	12,093.08	100%	-	-	1,209.31
808	11000	0	-	-	-	-	-	-	0%	-	-	-
809	16000	0	-	-	-	-	-	-	0%	-	-	-
810	16000	0	-	-	-	-	-	-	0%	-	-	-
811	16000	0	-	-	-	-	-	-	0%	-	-	-
812	6200	0	-	-	-	-	-	-	0%	-	-	-
813	16000	0	-	-	-	-	-	-	0%	-	-	-
814	10800	0	-	-	-	-	-	-	0%	-	-	-
815	16000	0	-	-	-	-	-	-	0%	-	-	-
816	16000	0	-	-	-	-	-	-	0%	-	-	-
817	4100	0	-	-	-	-	-	-	0%	-	-	-
818	7810	0	-	-	-	-	-	-	0%	-	-	-
819	7810	0	-	-	-	-	-	-	0%	-	-	-
820	16000	0	-	-	-	-	-	-	0%	-	-	-
821	16000	0	-	-	-	-	-	-	0%	-	-	-
822	16000	0	-	-	-	-	-	-	0%	-	-	-
823	16000	0	-	-	-	-	-	-	0%	-	-	-
		TOTAL CONTRACT PHASE 1:	81,054,338.22	55,378,936.62	2,644,736.16	1,890,777.40	4,228,454.79	59,914,450.18	74%	21,139,888.04	447,907.25	5,740,044.78

CAMCO-MW 00051

APCO-TR-EX0218-0007

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 Manhattan West PROJECT # 07-10-11Y-JO
PROJECT ADDRESS Russell Road/Rocky Hill Street

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

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 CONTRACTOR: Camco By: _____

OWNER/BUILDER: Gemstone Development West, Inc. By: _____

AGENT: Nevada Construction Services By: _____

LENDER: Scott Financial By: _____

CAMCO-MW 00052

GRADING CHANGE ORDERS

A	B	C	D	E	F	G	H	I	J	K	L
			WORK COMPLETED		MATERIALS 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
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	446.78			-	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	307,577.50	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%	-	15,499.55	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											
761											
762											
763											
764											
765											
766											
767											
768											
769											
770											
771											
772											
	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

BUILDING CHANGE ORDERS Continued:

792	6100	BUILDING CO 00021 Rebar Changes B7	-	-	-	-	-	-	#DIV/0!	-	-	-	-
793	5100	BUILDING CO 00029.2 Electrical Options B8	45,150.16	27,086.10	17,136.00	-	-	44,232.10	98%	920.06	1,713.60	4,423.21
794	5100	BUILDING CO 00032.2 Electrical Options B9	43,803.27	25,201.96	16,936.00	-	-	43,217.96	99%	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
796	4100	BUILDING CO 00034.2 Plumbing Options B8	64,963.36	18,240.84	-	-	-	18,240.84	28%	46,722.52	-	1,824.08
797	16000	BUILDING CO 00036.1 Electrical Cz Split B8/9	56,443.80	33,866.40	-	-	-	33,866.40	60%	22,577.40	-	3,386.64
798	15010	BUILDING 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 Rail Opt B8 & B9	21,921.30	-	-	-	-	-	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	96,738.50	24,935.00	49,000.00	-	-	73,935.00	74%	25,804.50	4,900.00	7,393.50
803	15010	BUILDING CO 00047 Building 8 & 9 Low Voltage	60,894.23	15,223.56	-	-	-	15,223.56	25%	45,670.67	-	1,522.36
804	15010	BUILDING CO 00049 Building 8 & 9 Closet Organizers	18,662.09	-	-	-	-	-	0%	18,662.09	-	-
805	16000	BUILDING CO 00050 Building 7 Electrical Upgrades	26,536.38	-	-	-	-	-	0%	26,536.38	-	-
806	6100	BUILDING CO 00052 Bldg 8 & 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%	-	-	1,209.31
808	11000	0	-	-	-	-	-	-	0%	-	-	-
809	16000	0	-	-	-	-	-	-	0%	-	-	-
810	16000	0	-	-	-	-	-	-	0%	-	-	-
811	16000	0	-	-	-	-	-	-	0%	-	-	-
812	6200	0	-	-	-	-	-	-	0%	-	-	-
813	16000	0	-	-	-	-	-	-	0%	-	-	-
814	10800	0	-	-	-	-	-	-	0%	-	-	-
815	16000	0	-	-	-	-	-	-	0%	-	-	-
816	16000	0	-	-	-	-	-	-	0%	-	-	-
817	4100	0	-	-	-	-	-	-	0%	-	-	-
818	7810	0	-	-	-	-	-	-	0%	-	-	-
819	7810	0	-	-	-	-	-	-	0%	-	-	-
820	16000	0	-	-	-	-	-	-	0%	-	-	-
821	16000	0	-	-	-	-	-	-	0%	-	-	-
822	16000	0	-	-	-	-	-	-	0%	-	-	-
823	16000	0	-	-	-	-	-	-	0%	-	-	-
		TOTAL CONTRACT PHASE 1:	80,846,312.22	55,378,930.62	2,755,848.67	1,890,777.40	4,228,454.79	60,025,562.69	74%	20,820,749.53	453,462.87	5,745,600.40

CAMCO-MW 00054

APCO-TR-EX0218-0010

BUILDING #8 Continued...

		Plumbing 4th Floor										
719	15010	Plumbing A/G Waste & Vent	73,093.00	71,631.14	-	-	-	71,631.14	98%	1,461.86	-	7,163.11
720	15010	Plumbing Drains / Carriers	7,232.50	7,087.86	-	-	-	7,087.86	98%	144.64	-	708.79
721	15010	Plumbing A/G Storm Piping	18,470.00	18,106.48	-	-	-	18,106.48	98%	369.52	-	1,810.65
722	15010	Plumbing A/G Domestic Water	79,331.00	77,744.38	-	-	-	77,744.38	98%	1,586.62	-	7,774.44
723	15010	Plumbing A/G Gas Piping	31,071.00	28,896.03	1,563.55	-	-	30,440.58	98%	621.42	155.36	3,044.86
724	15010	Plumbing Tubs & Hook-ups	37,049.00	35,188.00	-	-	-	35,188.00	95%	1,852.00	-	3,518.80
725	15010	Plumbing Fixtures	56,513.00	11,102.60	5,551.30	-	-	16,653.90	30%	38,659.10	555.13	1,665.39
726	15010	Plumbing Equipment	16,975.00	7,987.50	798.75	-	-	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	-	547.23
728	15010	Plumbing Testing	8,586.00	7,709.40	428.30	-	-	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 - Firestop - Fire Protection	87,520.00	80,558.00	506.00	-	-	80,064.00	92%	7,556.00	50.60	8,006.40
		Electrical										
731	16000	Electrical Engineering	29,450.00	22,096.80	-	-	-	22,096.80	75%	7,353.20	-	2,209.68
732	16000	Electrical Mobilization	15,840.00	15,840.00	-	-	-	15,840.00	100%	-	-	1,584.00
733	16000	Electrical Office Trailer/Admin.	22,800.00	13,403.00	1,000.00	-	-	13,403.00	59%	8,397.00	100.00	1,340.30
734	16000	Electrical Proj Engineer, CAD, Proj Assistant	14,250.00	12,735.00	1,500.00	-	-	14,235.00	100%	15.00	150.00	1,423.50
735	16000	Electrical Permits	12,350.00	6,930.00	-	-	-	6,930.00	56%	5,420.00	-	693.00
736	16000	Electrical Submittals	1,900.00	1,900.00	-	-	-	1,900.00	100%	-	-	190.00
737	16000	Electrical Supervision/Planning/Coordination	22,800.00	21,600.00	1,200.00	-	-	22,800.00	100%	-	120.00	2,280.00
738	16000	Electrical Light Fixture Package	106,000.00	98,436.00	7,564.00	-	-	106,000.00	100%	-	755.40	10,600.00
739	16000	Electrical Distribution Package	83,000.00	79,000.00	-	-	-	79,000.00	95%	4,000.00	-	7,900.00
740	16000	Electrical Low Voltage Systems (FA, CCTV, CA, etc.)	93,928.00	62,744.00	10,000.00	-	-	72,744.00	77%	21,184.00	1,000.00	7,274.40
741	16000	Electrical Underslab Branch Conduit & Wire	85,000.00	76,500.00	-	-	-	76,500.00	90%	8,500.00	-	7,650.00
742	16000	Electrical Garage & 1st floor deck-conduit/wire	400,000.00	380,000.00	-	-	-	380,000.00	95%	20,000.00	-	38,000.00
743	16000	Electrical 1st Floor Rough Walls/Ceilings	75,000.00	71,250.00	-	-	-	71,250.00	95%	3,750.00	-	7,125.00
744	16000	Electrical 1st Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
745	16000	Electrical 2nd Floor Rough Walls/Ceilings	75,000.00	71,250.00	-	-	-	71,250.00	95%	3,750.00	-	7,125.00
746	16000	Electrical 2nd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
747	16000	Electrical 3rd Floor Rough Walls/Ceilings	75,000.00	67,750.00	3,500.00	-	-	71,250.00	95%	3,750.00	350.00	7,125.00
748	16000	Electrical 3rd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
749	16000	Electrical 4th Floor Rough Walls/Ceilings	75,000.00	67,750.00	3,500.00	-	-	71,250.00	95%	3,750.00	350.00	7,125.00
750	16000	Electrical 4th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
751	1000	Contractor Fee	874,315.00	615,830.47	21,077.86	-	-	636,908.33	73%	237,406.67	2,107.79	63,690.83

GRADING CHANGE ORDERS

752	2530	GRADING CO 00001 - Bioxide Chem Feed & Stor Tank	59,308.20	53,377.40	-	-	53,377.40	53,377.40	90%	5,930.80	-	2,668.87
753	2510	GRADING CO 00002 - Fire Hydrant Permits	446.78	446.78	-	-	-	446.78	100%	-	-	22.34
754	2530	GRADING CO 00003 - Revisions Utility Sheets 11/14/07	88,338.72	70,870.98	16,620.42	-	-	87,491.40	99%	841.32	841.32	4,374.57
755	2200	GRADING CO 00004 - Encroachment Permit	452.81	452.81	-	-	-	452.81	100%	-	-	22.64
756	2530	GRADING CO 00005.1 - WRG Plans 11-01-07	394,330.13	307,577.50	86,752.63	-	-	394,330.13	100%	-	4,337.63	19,716.51
756	2530	GRADING CO (LV PIPELINE CO 8)	308,991.00	-	86,431.66	-	-	86,431.66	28%	223,559.34	4,321.58	4,321.58
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	0	-	-	-	-	-	-	0%	-	-	-
759	2530	0	-	-	-	-	-	-	0%	-	-	-

BUILDING CHANGE ORDERS

760	7810	BUILDING CO 00001.1 Additional Fireproofing B7	13,827.95	13,827.95	-	-	-	13,827.95	100%	-	-	1,382.80
781	5100	BUILDING CO 00002 Add'L Reinforcing Bottom Mat B7	-	-	-	-	-	-	#DIV/0!	-	-	-
782	3300	BUILDING CO 00005 Area Wells B8 and B9	-	-	-	-	-	-	#DIV/0!	-	-	-
783	5100	BUILDING CO 00006 Top Mat Rebar B7	-	-	-	-	-	-	#DIV/0!	-	-	-
784	5100	BUILDING CO 00007 Structural Steel Changes B7	-	-	-	-	-	-	#DIV/0!	-	-	-
785	3300	BUILDING CO 00008 Concrete Change 4k psi to 5k B7	-	-	-	-	-	-	#DIV/0!	-	-	-
786	16000	BUILDING CO 00011 Wood Framing Changes B8/9	-	-	-	-	-	-	#DIV/0!	-	-	-
787	6100	BUILDING CO 00012.3 HVAC Thru Delta 5 B8/B9	22,975.67	17,231.75	5,743.00	-	-	22,974.75	100%	0.92	574.30	2,297.48
788	15020	BUILDING CO 00013.3 HVAC Changes Thru Delta 5 B2/3	325,275.17	131,310.07	113,869.80	-	-	245,179.87	75%	80,095.30	11,386.99	24,518.00
789	15020	BUILDING CO 00014 Add'l Rebar Laps Added All Bldgs	-	-	-	-	-	-	#DIV/0!	-	-	-
790	6100	BUILDING CO 00018 Pool Reinforcing Redesign B7	-	-	-	-	-	-	#DIV/0!	-	-	-
791	6100	BUILDING CO 00020 Change in Lap Splices	-	-	-	-	-	-	#DIV/0!	-	-	-

CAMCO-MW 00055

APCO-TR-EX0218-0011

APPLICATION AND CERTIFICATE FOR PAYMENT

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

PROJECT : **Manhattan West Phase 1**

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

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

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

VIA ARCHITECT: **OZ Architects**

CONTRACT FOR : Manhattan West Phase 1

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM		78,938,160.00
2. Net change by Change Orders		2,116,176.22
3. CONTRACT SUM TO DATE (Line 1 +\- 2)		81,054,336.22
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		60,393,800.18
5. RETAINAGE		
a. 10 % of completed work (Buildings)	5,488,644.39	
b. 5 % of Site Work	275,367.88	
Total Retainage (line 5a 5b)		5,764,012.28
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		54,629,787.90
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 form prior Certificate)		50,086,799.14
8. CURRENT PAYMENT DUE		4,542,988.76
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		26,424,548.32

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
TOTAL CHARGES APPROVED IN PREVIOUS MONTHS BY OWNER	1,563,126.22	-
Total approved this Month	553,050.00	
TOTALS	2,116,176.22	-
NET CHANGES by change order		2,116,176.22

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

CONTRACTOR

By: Dave Stevens Date: 9/22/08

State of: Nevada
County of: Clark
Subscribed and sworn to before me this 22 day of September, 2008

Notary Public: [signature]

My Commission expires:

Notary Public - State of Nevada
County of Clark
YVONNE D. FARREN
My Appointment Expires
No: 99-57395-1 November 5, 2011

ARCHITECT

By: _____ Date: _____

OWNER

By: _____ Date: _____

2,116,176.22

CAMCO-MW 00056

APCO-TR-EX0218-0012

CONTINUATION SHEET

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

Schedule of Values Phase 1 Manhattan West

Owner Loan No.: 10
Billing Number: 11
Period: 8/31/2008

A.1 ITEM NO.	A.2 CIS CODE	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATIONS	E WORK COMPLETED THIS PERIOD	F MATERIALS STORED THIS PERIOD	G MATERIALS STORED CURRENT TOTAL STORED	H TOTAL COMPLETED AND STORED	I PERCENTAGE COMPLETE	J BALANCE TO FINISH	K CURRENT RETENTION WITHHELD	L TOTAL RETENTION WITHHELD
GRADING												
1	2200	Mobilization	45,000.00	45,000.00	-	-	-	45,000.00	100%	-	-	2,250.00
2	2200	Site Preperation and Mass Excavation	2,559,000.00	2,559,000.00	-	-	-	2,559,000.00	100%	-	-	127,950.00
3	2510	Site Water	647,000.00	636,720.00	-	-	-	636,720.00	98%	10,280.00	-	31,836.00
4	2600	Site Storm Sewer	511,000.00	500,780.00	-	-	-	500,780.00	98%	10,220.00	-	25,039.00
5	2530	Site Sanitary Sewer	615,000.00	590,400.00	-	-	62,250.00	590,400.00	96%	24,600.00	-	29,520.00
6	2200	Insurance	150,700.00	150,700.00	-	-	-	150,700.00	100%	-	-	7,535.00
OFF & ON-SITE IMPROVEMENTS												
7	2740	Grading	222,750.00	-	135,000.00	-	-	135,000.00	61%	87,750.00	13,500.00	13,500.00
8	2770	Offsites Curb & Gutter Russell	77,000.00	-	-	-	-	-	0%	77,000.00	-	-
9	2775	Offsites Sidewalks Russell	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
10	2740	Asphalt Paving Phase 1	289,600.00	43,927.50	-	-	-	43,927.50	15%	245,672.50	-	4,392.75
11	2770	Curb and Gutter Phase 1	113,020.00	-	-	-	-	-	0%	113,020.00	-	-
12	2775	Sidewalks Phase 1 Budget)	220,000.00	-	-	-	-	-	0%	220,000.00	-	-
13	2780	Brick Pavers Phase 1 (Budget)	221,844.00	-	-	-	-	-	0%	221,844.00	-	-
14	2870	Site furnishings Phase 1 (Budget)	100,000.00	-	-	-	-	-	0%	100,000.00	-	-
15	16000	Pools	460,000.00	-	25,000.00	-	-	25,000.00	5%	435,000.00	2,500.00	2,500.00
16	16000	Electrical Engineering	6,200.00	-	-	-	-	-	0%	6,200.00	-	-
17	16000	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 Prof Engineer, CAD, Prof Assist	3,000.00	-	1,000.00	-	-	1,000.00	33%	2,000.00	100.00	100.00
20	16000	Electrical Permits	2,600.00	-	-	-	-	-	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	16000	Furnish Parking Lot Pole Lighting	32,000.00	-	-	-	-	-	0%	32,000.00	-	-
27	1000	Contractor Fee	146,883.00	4,388.67	13,316.99	-	-	17,715.66	12%	132,167.34	1,331.70	1,771.57
BUILDING #2												
28	2900	Landscaping	90,000.00	-	-	-	-	-	0%	90,000.00	-	-
29	6100	Reinforcing Steel Labor	340,000.00	340,000.00	-	-	-	340,000.00	100%	-	-	34,000.00
30	5100	Reinforcing Steel Materia)	506,612.50	506,612.50	-	-	-	506,612.50	100%	-	-	50,661.25
31	3300	Concrete Excavate Footings	248,500.00	248,500.00	-	-	-	248,500.00	100%	-	-	24,850.00
32	3300	Concrete Place footings	200,000.00	200,000.00	-	-	-	200,000.00	100%	-	-	20,000.00
33	3300	Concrete Form and Place Lower Walls	300,000.00	300,000.00	-	-	-	300,000.00	100%	-	-	30,000.00
34	3300	Concrete Form and Place Lower Columns	85,000.00	85,000.00	-	-	-	85,000.00	100%	-	-	8,500.00
35	3300	Concrete Place and Finish Slab on Grade	130,000.00	130,000.00	-	-	-	130,000.00	100%	-	-	13,000.00
36	3300	Concrete Form and Place Mid Deck	450,000.00	450,000.00	-	-	-	450,000.00	100%	-	-	45,000.00
37	3300	Concrete Form and Place Mid Walls	300,000.00	300,000.00	-	-	-	300,000.00	100%	-	-	30,000.00
38	3300	Concrete Form and Place Mid Columns	85,000.00	85,000.00	-	-	-	85,000.00	100%	-	-	8,500.00
39	3300	Concrete Form and Place Upper Deck	475,800.00	475,180.50	-	-	-	475,180.50	100%	719.50	-	47,518.05
40	3450	Precast Concrete (Budget) 1st Floor	25,000.00	12,700.00	-	-	6,350.00	12,700.00	51%	12,300.00	-	1,270.00
41	3450	Precast Concrete (Budget) 2nd Floor	25,000.00	12,700.00	-	-	6,350.00	12,700.00	51%	12,300.00	-	1,270.00
42	3450	Precast Concrete (Budget) 3rd Floor	25,000.00	12,700.00	-	-	6,350.00	12,700.00	51%	12,300.00	-	1,270.00
43	3450	Precast Concrete (Budget) 4th Floor	25,000.00	12,700.00	-	-	6,350.00	12,700.00	51%	12,300.00	-	1,270.00
44	4100	Masonry CMU	32,100.00	28,890.00	3,210.00	-	-	32,100.00	100%	-	321.00	3,210.00
45	4100	Masonry Thin Brick Veneer	151,200.00	-	-	-	-	-	0%	151,200.00	-	-

CAMCO-MW 00057
APCO-TR-EX0218-0013

BUILDING #2 Continued...

46	6415	Granite (Budget)	16,000.00	-	-	-	-	-	0%	16,000.00	-	-	-
47	5100	Steel	2,185,000.00	2,177,667.31	6,622.79	-	48,500.00	2,184,590.00	100%	410.00	662.26	218,459.00
48	6200	Finish Carpentry (Budget)	43,429.00	19,582.46	7,715.43	-	1,603.46	27,307.89	63%	16,121.11	771.54	2,730.79
49	7810	Fireproofing	34,200.00	34,200.00	-	-	-	34,200.00	100%	-	-	3,420.00
50	7220	Insulation	57,280.00	-	-	-	-	-	0%	57,280.00	-	-
51	7720	Roofing	242,850.00	238,002.80	-	-	-	238,002.80	98%	4,847.20	-	23,800.28
52	7100	Waterproofing	174,450.00	162,559.49	-	-	-	152,559.49	87%	21,890.51	-	15,255.95
53	7240	Stucco	331,100.00	126,662.80	145,663.00	-	-	272,325.80	82%	58,774.20	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	Storefront Doors	91,500.00	72,665.00	-	-	-	72,665.00	79%	18,835.00	-	7,266.50
56	9200	LGMF and Drywall	302,000.00	300,000.00	-	-	-	300,000.00	99%	2,000.00	-	30,000.00
57	9800	Flooring	300,000.00	-	-	-	-	-	0%	300,000.00	-	-
58	9900	Painting	85,000.00	-	-	-	-	-	0%	85,000.00	-	-
59	14200	Elevators	306,562.00	183,436.00	27,106.50	-	201,870.00	210,547.50	69%	95,014.50	2,710.65	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 Documents	300.00	-	-	-	-	-	0%	300.00	-	-
64	15020	HVAC Permit	1,200.00	1,200.00	-	-	-	1,200.00	100%	-	-	120.00
65	15020	HVAC Pre-Rock-Line Set Piping	37,450.00	28,087.50	9,362.50	-	-	37,450.00	100%	-	936.25	3,745.00
66	15020	HVAC Equipment - FSD Materials	29,980.00	6,992.00	15,478.00	-	-	22,470.00	75%	7,490.00	1,547.80	2,247.00
67	15020	HVAC Rough Duct	29,980.00	8,988.00	5,992.00	-	-	14,980.00	50%	14,980.00	599.20	1,498.00
68	15020	HVAC Set Equipment	29,980.00	-	-	-	-	-	0%	29,980.00	-	-
69	15020	HVAC Set Trim	7,490.00	-	-	-	-	-	0%	7,490.00	-	-
70	15020	HVAC FSD - DD Testing	7,490.00	-	-	-	-	-	0%	7,490.00	-	-
71	15020	HVAC Start-Up	7,490.00	-	-	-	-	-	0%	7,490.00	-	-
72	15010	Plumbing Permit	2,870.00	2,841.30	-	-	-	2,841.30	99%	28.70	-	284.13
73	15010	Plumbing Excavation and Backfill	48,992.00	48,502.08	-	-	-	48,502.08	99%	489.92	-	4,850.21
74	15010	Plumbing U/G Sanitary Piping	24,850.00	24,601.50	-	-	-	24,601.50	99%	248.50	-	2,460.15
75	15010	Plumbing U/G Storm Piping	83,311.00	82,477.89	-	-	-	82,477.89	99%	833.11	-	8,247.79
76	15010	Plumbing Pre-Cast Structures	29,675.00	29,378.25	-	-	-	29,378.25	99%	296.75	-	2,937.83
77	15010	Plumbing Building Water Service	3,215.00	3,182.85	-	-	-	3,182.85	99%	32.15	-	318.29
78	15010	Plumbing Sleeves and Inserts	7,660.00	7,583.40	-	-	-	7,583.40	99%	76.60	-	758.34
79	15010	Plumbing A/G Waste & Vent	54,020.00	45,917.00	2,701.00	-	-	48,618.00	90%	5,402.00	270.10	4,861.80
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 Piping	45,658.00	36,526.40	4,565.80	-	-	41,092.20	90%	4,565.80	456.58	4,109.22
82	15010	Plumbing A/G Domestic Water	76,706.00	28,143.42	23,620.80	-	-	52,773.22	67%	25,992.78	2,362.98	5,277.32
83	15010	Plumbing Testing	8,164.00	1,706.08	1,632.80	-	-	3,428.68	42%	4,735.12	163.28	342.69
84	15010	Plumbing Fixtures	44,532.00	-	-	-	-	-	0%	44,532.00	-	-
85	15010	Plumbing Equipment	26,160.00	3,400.80	5,232.00	-	784.80	8,632.80	33%	17,527.20	523.20	863.28
86	15010	Plumbing Insulation - Firestop - Fire Protection	486,500.00	330,299.68	-	-	49,404.68	330,299.68	68%	156,200.32	-	33,029.97
87	16000	Electrical Engineering	18,600.00	-	-	-	-	-	0%	18,600.00	-	-
88	16000	Electrical Mobilization	-	-	-	-	-	-	0%	-	-	-
89	16000	Electrical Office Trailer/Admin.	14,400.00	8,139.00	5,000.00	-	-	13,139.00	91%	1,261.00	500.00	1,313.90
90	16000	Electrical Proj Engineer, CAD, Proj Assistant	9,000.00	5,018.75	1,500.00	-	-	6,518.75	72%	2,481.25	150.00	651.88
91	16000	Electrical Permits	7,800.00	4,375.00	-	-	-	4,375.00	56%	3,425.00	-	437.50
92	16000	Electrical Submittals	1,200.00	1,200.00	-	-	-	1,200.00	100%	-	-	120.00
93	16000	Electrical Supervision/Planning/Coordination	14,400.00	10,650.00	2,400.00	-	-	13,050.00	91%	1,350.00	240.00	1,305.00
94	16000	Electrical Light Fixture Package	65,500.00	59,950.00	-	-	-	59,950.00	92%	5,550.00	-	5,995.00
95	16000	Electrical Distribution Package	25,000.00	22,500.00	2,500.00	-	-	25,000.00	100%	-	250.00	2,500.00
96	16000	Low Voltage Systems (FA, CCTV, CA, etc.)	50,000.00	37,500.00	2,500.00	-	-	40,000.00	80%	10,000.00	250.00	4,000.00
97	16000	Electrical 2nd Sublevel Garage UG and Deck	200,000.00	190,000.00	-	-	-	190,000.00	95%	10,000.00	-	19,000.00
98	16000	Electrical 1st Sublevel Garage UG and Deck	255,000.00	242,500.00	-	-	-	242,500.00	95%	12,500.00	-	24,250.00
99	16000	Electrical 1st Floor Rough and Trim	25,000.00	17,500.00	5,000.00	-	-	22,500.00	90%	2,500.00	500.00	2,250.00
100	16000	Electrical 2nd Floor Rough and Trim	25,000.00	17,500.00	5,000.00	-	-	22,500.00	90%	2,500.00	500.00	2,250.00
101	16000	Electrical 3rd Floor Rough and Trim	25,000.00	17,500.00	5,000.00	-	-	22,500.00	90%	2,500.00	500.00	2,250.00
102	16000	Electrical 4th Floor Rough and Trim	25,000.00	17,500.00	5,000.00	-	-	22,500.00	90%	2,500.00	500.00	2,250.00
103	16000	Electrical Roof Plan	2,500.00	-	-	-	-	-	0%	2,500.00	-	-
104	1000	Contractor Fee	749,413.00	572,934.36	10,919.14	-	-	583,553.50	78%	165,859.50	1,091.91	58,355.35

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APCO-TR-EX0218-0014

BUILDING #3

105	2900	Landscaping	90,000.00	-	-	-	-	-	0%	90,000.00	-	$ -
106	5100	Reinforcing Steel Labor	364,250.00	360,250.00	-	-	-	360,250.00	99%	4,000.00	-	$ 36,025.00
107	5100	Reinforcing Steel Material	506,612.50	506,612.50	-	-	-	506,612.50	100%	-	-	$ 50,661.25
108	3300	Concrete Excavate Footings	248,500.00	248,500.00	-	-	-	248,500.00	100%	-	-	$ 24,850.00
109	3300	Concrete Place Footings	200,000.00	200,000.00	-	-	-	200,000.00	100%	-	-	$ 20,000.00
110	3300	Concrete Form and Place Lower Walls	300,000.00	300,000.00	-	-	-	300,000.00	100%	-	-	$ 30,000.00
111	3300	Concrete Form and Place Lower Columns	85,000.00	85,000.00	-	-	-	85,000.00	100%	-	-	$ 8,500.00
112	3300	Concrete Place and Finish Slab on Grade	130,000.00	120,000.00	-	-	-	120,000.00	92%	10,000.00	-	$ 12,000.00
113	3300	Concrete Form and Place Mid Deck	450,000.00	450,000.00	-	-	-	450,000.00	100%	-	-	$ 45,000.00
114	3300	Concrete Form and Place Mid Walls	300,000.00	300,000.00	-	-	-	300,000.00	100%	-	-	$ 30,000.00
115	3300	Concrete Form and Place Mid Columns	85,000.00	85,000.00	-	-	-	85,000.00	100%	-	-	$ 8,500.00
116	3300	Concrete Form and Place Upper Deck	602,900.00	602,900.00	-	-	-	602,900.00	100%	-	-	$ 60,290.00
117	3450	Precast Concrete (Budget) 1st floor	25,000.00	12,700.00	-	-	6,350.00	12,700.00	51%	12,300.00	-	$ 1,270.00
118	3450	Precast Concrete (Budget) 2nd Floor	25,000.00	12,700.00	-	-	6,350.00	12,700.00	51%	12,300.00	-	$ 1,270.00
119	3450	Precast Concrete (Budget) 3rd Floor	25,000.00	12,700.00	-	-	6,350.00	12,700.00	51%	12,300.00	-	$ 1,270.00
120	3450	Precast Concrete (Budget) 4th Floor	25,000.00	12,700.00	-	-	6,350.00	12,700.00	51%	12,300.00	-	$ 1,270.00
121	4100	Masonry CMU	32,100.00	16,050.00	16,050.00	-	-	32,100.00	100%	-	1,605.00	$ 3,210.00
122	4100	Masonry Thin Brick Veneer	151,200.00	-	-	-	-	-	0%	151,200.00	-	$ -
123	6415	Granite (Budget)	16,000.00	-	-	-	-	-	0%	16,000.00	-	$ -
124	5100	Steel	2,120,000.00	2,076,268.43	2,957.00	-	199,366.80	2,079,225.43	98%	40,774.57	295.70	$ 207,922.54
125	6200	Finish Carpentry (Budget)	43,429.00	19,581.33	7,715.39	-	1,882.33	27,296.72	63%	16,132.28	771.54	$ 2,729.67
126	7510	Fireproofing	34,200.00	34,200.00	-	-	-	34,200.00	100%	-	-	$ 3,420.00
127	7220	Insulation	57,280.00	-	-	-	-	-	0%	57,280.00	-	$ -
128	7720	Roofing	242,860.00	189,430.80	-	-	-	189,430.80	78%	53,429.20	-	$ 18,943.08
129	7100	Waterproofing	174,450.00	131,691.34	-	-	68,377.13	131,691.34	75%	42,758.66	-	$ 13,169.13
130	7240	Stucco	331,100.00	-	18,999.42	-	-	18,999.42	6%	312,100.58	1,899.94	$ 1,899.94
131	8560	Windows	268,500.00	248,000.00	-	-	248,000.00	248,000.00	92%	20,500.00	-	$ 24,800.00
132	8400	Storefront Doors	91,500.00	54,450.00	-	-	-	54,450.00	60%	37,050.00	-	$ 5,445.00
133	9200	LGMF and Drywall	302,000.00	170,000.00	80,500.00	-	-	250,500.00	83%	51,500.00	8,050.00	$ 25,050.00
134	9600	Flooring	300,000.00	-	-	-	-	-	0%	300,000.00	-	$ -
135	9900	Painting	85,000.00	-	-	-	-	-	0%	85,000.00	-	$ -
136	14200	Elevators	308,562.00	234,169.32	27,109.50	-	177,788.00	261,298.82	85%	45,263.18	2,710.95	$ 26,129.88
137	1500	Mechanical Mobilization	3,750.00	3,750.00	-	-	-	3,750.00	100%	-	-	$ 375.00
138	1330	Mechanical Submittals	337.50	205.00	-	-	-	205.00	61%	132.50	-	$ 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	-	$ -
141	15020	HVAC Permit	1,200.00	1,200.00	-	-	-	1,200.00	100%	-	-	$ 120.00
142	15020	HVAC Pre-Rock-Line Set Piping	37,450.00	-	14,980.00	-	-	14,980.00	40%	22,470.00	1,498.00	$ 1,498.00
143	15020	HVAC Equipment - FSD Materials	29,960.00	5,992.00	-	-	-	5,992.00	20%	23,968.00	-	$ 599.20
144	15020	HVAC Rough Duct	29,960.00	-	-	-	-	-	0%	29,960.00	-	$ -
145	15020	HVAC Set Equipment	29,960.00	-	-	-	-	-	0%	29,960.00	-	$ -
146	15020	HVAC Set Trim	7,490.00	-	-	-	-	-	0%	7,490.00	-	$ -
147	15020	HVAC FSD - DD Testing	7,490.00	-	-	-	-	-	0%	7,490.00	-	$ -
148	15020	HVAC Start-Up	7,490.00	-	-	-	-	-	0%	7,490.00	-	$ -
149	15010	Plumbing Permit	2,870.00	2,841.30	-	-	-	2,841.30	99%	28.70	-	$ 284.13
150	15010	Plumbing Excavation and Backfill	48,992.00	48,502.08	-	-	-	48,502.08	99%	489.92	-	$ 4,850.21
151	15010	Plumbing U/G Sanitary Piping	24,859.00	24,601.50	-	-	-	24,601.50	99%	248.50	-	$ 2,460.15
152	15010	Plumbing U/G Storm Piping	83,311.00	82,477.89	-	-	-	82,477.89	99%	833.11	-	$ 8,247.79
153	15010	Plumbing Pre-Cast Structures	29,675.00	29,081.50	-	-	-	29,081.50	98%	593.50	-	$ 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 Sleeves and Inserts	7,660.00	7,583.40	-	-	-	7,583.40	99%	76.60	-	$ 758.34
156	15010	Plumbing A/G Waste & Vent	54,020.00	32,412.00	-	-	-	32,412.00	60%	21,608.00	-	$ 3,241.20
157	15010	Plumbing Drains / Carriers	25,827.00	24,535.65	-	-	-	24,535.65	95%	1,291.35	-	$ 2,453.57
158	15010	Plumbing A/G Storm Piping	45,656.00	20,546.10	-	-	-	20,546.10	45%	25,111.90	-	$ 2,054.61
159	15010	Plumbing A/G Domestic Water	78,766.00	19,691.50	-	-	-	19,691.50	25%	59,074.50	-	$ 1,969.15
160	15010	Plumbing Testing	8,164.00	1,632.80	-	-	-	1,632.80	20%	6,531.20	-	$ 163.28
161	15010	Plumbing Fixtures	44,532.00	-	-	-	-	-	0%	44,532.00	-	$ -
162	15010	Plumbing Equipment	26,160.00	3,139.20	-	-	523.20	3,139.20	12%	23,020.80	-	$ 313.92
163	15010	Plumbing Insulation - Firestop - Fire Protection	486,500.00	329,149.68	-	-	24,004.68	329,149.68	68%	157,350.32	-	$ 32,914.97

BUILDING #3 Continued...													
164	16000	Electrical Engineering	18,600.00	-	-	-	-	-	0%	18,600.00	-	$	-
165	16000	Electrical Mobilization	-	-	-	-	-	-	0%	-	-	$	-
166	16000	Electrical Office Trailer/Admin.	14,400.00	3,139.00	1,000.00	-	-	4,139.00	29%	10,261.00	100.00	$	413.90
167	16000	Electrical Proj Engineer, CAD, Assistant	9,000.00	5,018.75	1,500.00	-	-	6,518.75	72%	2,481.25	150.00	$	651.88
168	16000	Electrical Permits	7,800.00	4,375.00	-	-	-	4,375.00	56%	3,425.00	-	$	437.50
169	16000	Electrical Submittals	1,200.00	1,200.00	-	-	-	1,200.00	100%	-	-	$	120.00
170	16000	Electrical Supervision/Planning/Coordination	14,400.00	10,650.00	2,400.00	-	-	13,050.00	91%	1,350.00	240.00	$	1,305.00
171	16000	Electrical Light Fixture Package	65,500.00	58,950.00	-	-	-	58,950.00	90%	6,550.00	-	$	5,895.00
172	16000	Electrical Distribution Package	25,000.00	22,500.00	-	-	-	22,500.00	90%	2,500.00	-	$	2,250.00
173	16000	Low Voltage Systems (FA, CCTV, CA, etc.)	50,000.00	20,000.00	5,000.00	-	-	25,000.00	50%	25,000.00	500.00	$	2,500.00
174	16000	Electrical 2nd Sublevel Garage UG and Deck	200,000.00	190,000.00	-	-	-	190,000.00	95%	10,000.00	-	$	19,000.00
175	16000	Electrical 1st Sublevel Garage UG and Deck	255,000.00	242,500.00	-	-	-	242,500.00	95%	12,500.00	-	$	24,250.00
176	16000	Electrical 1st Floor Rough and Trim	25,000.00	5,000.00	5,000.00	-	-	10,000.00	40%	15,000.00	500.00	$	1,000.00
177	16000	Electrical 2nd Floor Rough and Trim	25,000.00	5,000.00	5,000.00	-	-	10,000.00	40%	15,000.00	500.00	$	1,000.00
178	16000	Electrical 3rd Floor Rough and Trim	25,000.00	5,000.00	5,000.00	-	-	10,000.00	40%	15,000.00	500.00	$	1,000.00
179	16000	Electrical 4th Floor Rough and Trim	25,000.00	5,000.00	5,000.00	-	-	10,000.00	40%	15,000.00	500.00	$	1,000.00
180	16000	Electrical Roof Plan	2,500.00	-	-	-	-	-	0%	2,500.00	-	$	-
181	1000	Contractor Fee	749,413.00	540,051.55	15,444.61	-	-	555,496.16	74%	193,916.84	1,544.46	$	55,549.62
BUILDING #7													
182	2900	Landscaping	45,000.00	-	-	-	-	-	0%	45,000.00	-		-
183	5100	Reinforcing Steel Labor	220,000.00	217,800.00	-	-	-	217,800.00	99%	2,200.00	-		21,780.00
184	5100	Reinforcing Steel Material	281,821.00	281,821.00	-	-	-	281,821.00	100%	-	-		28,182.10
185	3300	Concrete Excavate Footings	250,000.00	250,000.00	-	-	-	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
187	3300	Concrete Form and Place Walls	543,746.00	543,746.00	-	-	-	543,746.00	100%	-	-		54,374.60
188	3300	Concrete Form and Place Columns	120,000.00	120,000.00	-	-	-	120,000.00	100%	-	-		12,000.00
189	3300	Concrete Place Slab on Grade	160,000.00	145,000.00	-	-	-	145,000.00	97%	5,000.00	-		14,500.00
190	3300	Concrete Form and Place Deck	362,477.00	362,477.00	-	-	-	362,477.00	100%	-	-		36,247.70
191	3300	Concrete Place 2nd Floor	46,300.00	45,837.00	-	-	-	45,837.00	99%	463.00	-		4,583.70
192	3300	Concrete Place 3rd floor	30,000.00	28,500.00	-	-	-	28,500.00	95%	1,500.00	-		2,850.00
193	3300	Concrete Place 4th Floor	30,000.00	28,500.00	-	-	-	28,500.00	95%	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
195	3300	Concrete Place 6th Floor	30,000.00	28,500.00	-	-	-	28,500.00	95%	1,500.00	-		2,850.00
196	3300	Concrete Place 7th Floor	30,000.00	28,500.00	-	-	-	28,500.00	95%	1,500.00	-		2,850.00
197	3300	Concrete Place 8th floor	30,000.00	28,500.00	-	-	-	28,500.00	95%	1,500.00	-		2,850.00
198	3300	Concrete Place 8th floor/Roof	30,000.00	15,000.00	-	-	-	15,000.00	50%	15,000.00	-		1,500.00
199	4100	Masonry CMU	45,200.00	40,680.00	4,520.00	-	-	45,200.00	100%	-	452.00		4,520.00
200	6415	Granite (Budget)	100,000.00	-	-	-	-	-	0%	100,000.00	-		-
201	5100	Steel	5,688,978.00	5,328,534.35	-	-	617,989.68	5,326,534.35	94%	363,444.65	-		532,653.44
202	5100	Miscellaneous Steel	2,461.00	-	-	-	-	-	0%	2,461.00	-		-
203	6200	Finish Carpentry (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	Fireproofing	191,600.00	172,440.00	-	-	-	172,440.00	90%	19,160.00	-		17,244.00
205	7220	Insulation	61,680.00	-	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	72%	25,320.29	-		6,412.27
208	8800	Glass and Glazing	6,100,000.00	962,600.00	130,000.00	1,784,208.00	605,000.00	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%	450,000.00	-		-
211	9900	Painting	235,000.00	-	-	-	-	-	0%	235,000.00	-		-
212	11000	Appliances (Budget)	112,000.00	-	-	-	-	-	0%	112,000.00	-		-
213	14200	Elevators	567,003.00	320,357.00	-	-	150,256.00	320,357.00	57%	246,646.00	-		32,035.70
214	1500	Mechanical Mobilization	17,500.00	17,500.00	-	-	-	17,500.00	100%	-	-		1,750.00
215	1330	Mechanical Submittals	1,575.00	1,212.07	-	-	-	1,212.07	77%	362.93	-		121.21
216	1310	Mechanical General Conditions	2,463.25	2,316.57	-	-	-	2,316.57	93%	166.68	-		231.66
217	1780	Mechanical Close-out Documents	1,400.00	-	-	-	-	-	0%	1,400.00	-		-
		HVAC 1st Floor											
218	15020	HVAC Permit	10,493.00	10,493.00	-	-	-	10,493.00	100%	-	-		1,049.30
219	15020	HVAC Pre-Rock-Line Set Piping	4,202.25	3,151.69	630.34	-	-	3,782.03	90%	420.22	63.03		378.20
220	15020	HVAC FAU Materials	3,361.80	3,361.80	-	-	-	3,361.80	100%	-	-		336.18
221	15020	HVAC Rough Duct	3,361.80	3,361.80	-	-	-	3,361.80	100%	-	-		336.18

BUILDING #7 Continued....

222	15020	HVAC Condensor Materials	3,361.80	-	3,361.80	-	-	-	3,361.80	100%	-	336.18	336.18
223	15020	HVAC Set Condensers	840.45	-	-	-	-	-	-	0%	840.45	-	-
224	15020	HVAC Set Trim	840.45	-	-	-	-	-	-	0%	840.45	-	-
225	15020	HVAC Start-Up	840.45	-	-	-	-	-	-	0%	840.45	-	-
		HVAC 2nd Floor											
226	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
227	15020	HVAC FAU Materials	11,203.00	11,203.00	-	-	-	-	11,203.00	100%	-	-	1,120.30
228	15020	HVAC Rough Duct	11,206.00	11,206.00	-	-	-	-	11,206.00	100%	-	-	1,120.60
229	15020	HVAC Condensor Materials	11,206.00	-	11,206.00	-	-	-	11,206.00	100%	-	1,120.60	1,120.60
230	15020	HVAC Set Condensers	2,801.50	-	-	-	-	-	-	0%	2,801.50	-	-
231	15020	HVAC Set Trim	2,801.50	-	-	-	-	-	-	0%	2,801.50	-	-
232	15020	HVAC Start-Up	2,801.50	-	-	-	-	-	-	0%	2,801.50	-	-
		HVAC 3rd Floor											
233	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
234	15020	HVAC FAU Materials	11,203.00	11,203.00	-	-	-	-	11,203.00	100%	-	-	1,120.30
235	15020	HVAC Rough Duct	11,206.00	11,206.00	-	-	-	-	11,206.00	100%	-	-	1,120.60
236	15020	HVAC Condensor Materials	11,206.00	-	11,206.00	-	-	-	11,206.00	100%	-	1,120.60	1,120.60
237	15020	HVAC Set Condensers	2,801.50	-	-	-	-	-	-	0%	2,801.50	-	-
238	15020	HVAC Set Trim	2,801.50	-	-	-	-	-	-	0%	2,801.50	-	-
239	15020	HVAC Start-Up	2,801.50	-	-	-	-	-	-	0%	2,801.50	-	-
		HVAC 4th Floor											
240	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	-	-	-	-	11,203.00	100%	-	-	1,120.30
242	15020	HVAC Rough Duct	11,206.00	11,206.00	-	-	-	-	11,206.00	100%	-	-	1,120.60
243	15020	HVAC Condensor Materials	11,206.00	-	-	-	-	-	-	0%	11,206.00	-	-
244	15020	HVAC Set Condensers	2,801.50	-	-	-	-	-	-	0%	2,801.50	-	-
245	15020	HVAC Set Trim	2,801.50	-	-	-	-	-	-	0%	2,801.50	-	-
246	15020	HVAC Start-Up	2,801.50	-	-	-	-	-	-	0%	2,801.50	-	-
		HVAC 5th Floor											
247	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
248	15020	HVAC FAU Materials	11,203.00	11,203.00	-	-	-	-	11,203.00	100%	-	-	1,120.30
249	15020	HVAC Rough Duct	11,206.00	11,206.00	-	-	-	-	11,206.00	100%	-	-	1,120.60
250	15020	HVAC Condensor Materials	11,206.00	-	-	-	-	-	-	0%	11,206.00	-	-
251	15020	HVAC Set Condensers	2,801.50	-	-	-	-	-	-	0%	2,801.50	-	-
252	15020	HVAC Set Trim	2,801.50	-	-	-	-	-	-	0%	2,801.50	-	-
253	15020	HVAC Start-Up	2,801.50	-	-	-	-	-	-	0%	2,801.50	-	-
		HVAC 6th Floor											
254	15020	HVAC Pre-Rock-Line Set Piping	14,007.50	3,501.88	9,104.88	-	-	-	12,606.76	90%	1,400.74	910.49	1,260.68
255	15020	HVAC FAU Materials	11,203.00	11,203.00	-	-	-	-	11,203.00	100%	-	-	1,120.30
256	15020	HVAC Rough Duct	11,206.00	11,206.00	-	-	-	-	11,206.00	100%	-	-	1,120.60
257	15020	HVAC Condensor Materials	11,206.00	-	-	-	-	-	-	0%	11,206.00	-	-
258	15020	HVAC Set Condensers	2,801.50	-	-	-	-	-	-	0%	2,801.50	-	-
259	15020	HVAC Set Trim	2,801.50	-	-	-	-	-	-	0%	2,801.50	-	-
260	15020	HVAC Start-Up	2,801.50	-	-	-	-	-	-	0%	2,801.50	-	-
		HVAC 7th Floor											
261	15020	HVAC Pre-Rock-Line Set Piping	14,007.50	3,501.88	7,003.75	-	-	-	10,505.63	75%	3,501.87	700.38	1,050.56
262	15020	HVAC FAU Materials	11,203.00	11,203.00	-	-	-	-	11,203.00	100%	-	-	1,120.30
263	15020	HVAC Rough Duct	11,206.00	2,801.50	8,404.50	-	-	-	11,206.00	100%	-	840.45	1,120.60
264	15020	HVAC Condensor Materials	11,206.00	-	-	-	-	-	-	0%	11,206.00	-	-
265	15020	HVAC Set Condensers	2,801.50	-	-	-	-	-	-	0%	2,801.50	-	-
266	15020	HVAC Set Trim	2,801.50	-	-	-	-	-	-	0%	2,801.50	-	-
267	15020	HVAC Start-Up	2,801.50	-	-	-	-	-	-	0%	2,801.50	-	-
		HVAC 8th Floor											
268	15020	HVAC Pre-Rock-Line Set Piping	14,007.50	3,501.88	7,003.75	-	-	-	10,505.63	75%	3,501.87	700.38	1,050.56
269	15020	HVAC FAU Materials	11,203.00	11,203.00	-	-	-	-	11,203.00	100%	-	-	1,120.30
270	15020	HVAC Rough Duct	11,206.00	-	5,603.00	-	-	-	5,603.00	50%	5,603.00	560.30	560.30
271	15020	HVAC Condensor Materials	11,206.00	-	-	-	-	-	-	0%	11,206.00	-	-
272	15020	HVAC Set Condensers	2,801.50	-	-	-	-	-	-	0%	2,801.50	-	-
273	15020	HVAC Set Trim	2,801.50	-	-	-	-	-	-	0%	2,801.50	-	-
274	15020	HVAC Start-Up	2,801.50	-	-	-	-	-	-	0%	2,801.50	-	-

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BUILDING #7 Continued...

		HVAC 5th Floor											
275	15020	HVAC Pre-Rock-Line Set Piping	4,202.25	1,050.56	2,101.13	-	-	3,151.69	75%	1,050.56	210.11	315.17
276	15020	HVAC FAU Materials	3,361.80	3,361.80	-	-	-	3,361.80	100%	-	-	336.18
277	15020	HVAC Rough Duct	3,361.80	-	840.45	-	-	840.45	25%	2,521.35	84.05	84.05
278	15020	HVAC Condensor Materials	3,361.80	-	-	-	-	-	0%	3,361.80	-	-
279	15020	HVAC Set Condensers	840.45	-	-	-	-	-	0%	840.45	-	-
280	15020	HVAC Set Trim	840.45	-	-	-	-	-	0%	840.45	-	-
281	15020	HVAC Start-Up	840.45	-	-	-	-	-	0%	840.45	-	-
		HVAC Common Areas and Roofing										
282	15020	HVAC Pre-Rock-Line Set Piping	151,250.00	63,187.50	69,062.50	-	-	161,250.00	100%	-	6,806.25	15,125.00
283	15020	HVAC FAU Materials	121,000.00	121,000.00	-	-	-	121,000.00	100%	-	-	12,100.00
284	15020	HVAC Rough Duct	121,000.00	60,500.00	48,400.00	-	-	108,900.00	90%	12,100.00	4,840.00	10,890.00
285	15020	HVAC Condensor Materials	121,000.00	30,250.00	-	-	-	30,250.00	25%	90,750.00	-	3,025.00
286	15020	HVAC Set Condensers	30,250.00	-	-	-	-	-	0%	30,250.00	-	-
287	15020	HVAC Set Trim	30,250.00	-	-	-	-	-	0%	30,250.00	-	-
288	15020	HVAC Start-Up	30,250.00	-	-	-	-	-	0%	30,250.00	-	-
		Plumbing Below Podium										
289	15010	Plumbing Permit	10,173.00	9,969.54	-	-	-	9,969.54	98%	203.46	-	996.95
290	15010	Plumbing Excavation and Backfill	53,200.00	52,136.00	-	-	-	52,136.00	98%	1,064.00	-	5,213.60
291	15010	Plumbing U/G Sanitary Piping	32,207.00	31,562.86	-	-	-	31,562.86	98%	644.14	-	3,156.29
292	15010	Plumbing U/G Storm Piping	37,376.00	36,628.48	-	-	-	36,628.48	98%	747.52	-	3,662.85
293	15010	Plumbing Pre-Cast Structures	13,524.00	13,253.52	-	-	-	13,253.52	98%	270.48	-	1,325.35
294	15010	Plumbing Building Water Service - Fire Protection	126,571.00	74,461.46	-	-	70,856.00	74,461.46	58%	54,109.54	-	7,446.15
		Plumbing 1st Floor										
295	15010	Plumbing A/G Waste & Vent	43,730.00	39,357.00	-	-	-	39,357.00	90%	4,373.00	-	3,935.70
296	15010	Plumbing Drains / Carriers	6,207.00	5,896.65	-	-	-	5,896.65	95%	310.35	-	589.67
297	15010	Plumbing Sleeves and Inserts	3,707.00	3,632.86	-	-	-	3,632.86	98%	74.14	-	363.29
298	15010	Plumbing A/G Storm Piping	5,287.00	4,229.60	525.70	-	-	4,755.30	90%	528.70	52.97	475.83
299	15010	Plumbing A/G Domestic Water	65,999.00	46,199.30	13,199.80	-	-	59,399.10	90%	6,599.90	1,319.98	5,939.91
300	15010	Plumbing A/G Gas Piping	12,029.00	8,014.50	2,405.80	-	-	8,420.30	70%	3,608.70	240.58	842.03
301	15010	Plumbing Tubs & Hook-ups	10,684.00	1,068.40	-	-	-	1,068.40	10%	9,615.60	-	106.84
302	15010	Plumbing Fixtures	19,118.00	1,911.80	-	-	-	1,911.80	10%	17,206.20	-	191.18
303	15010	Plumbing Equipment	11,672.00	2,334.40	1,167.20	-	-	3,501.60	30%	8,170.40	116.72	350.16
304	15010	Plumbing Condensate Piping	5,107.00	1,021.40	-	-	-	1,021.40	20%	4,085.60	-	102.14
305	15010	Plumbing Testing	3,868.00	967.00	-	-	-	967.00	25%	2,901.00	-	96.70
306	15010	Plumbing Identification	750.00	-	-	-	-	-	0%	750.00	-	-
307	15010	Plumbing Insulation - Firestop - Fire Protection	47,103.00	28,920.80	1,130.70	-	-	30,051.50	64%	17,051.50	113.07	3,005.15
		Plumbing 2nd Floor										
308	15010	Plumbing A/G Waste & Vent	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 / Carriers	6,207.00	4,965.60	620.70	-	-	5,586.30	90%	620.70	62.07	558.63
310	15010	Plumbing Sleeves and Inserts	3,707.00	3,336.30	185.35	-	-	3,521.65	95%	185.35	18.54	352.17
311	15010	Plumbing A/G Storm Piping	5,287.00	1,850.45	1,586.10	-	-	3,436.55	65%	1,850.45	158.61	343.66
312	15010	Plumbing A/G Domestic Water	65,999.00	39,599.40	13,199.80	-	-	52,799.20	80%	13,199.80	1,319.98	5,279.92
313	15010	Plumbing A/G Gas Piping	12,029.00	4,811.60	2,405.80	-	-	7,217.40	60%	4,811.60	240.58	721.74
314	15010	Plumbing Tubs & Hook-ups	10,684.00	4,273.60	-	-	-	4,273.60	40%	6,410.40	-	427.36
315	15010	Plumbing Fixtures	19,118.00	1,911.80	-	-	-	1,911.80	10%	17,206.20	-	191.18
316	15010	Plumbing Equipment	11,672.00	1,167.20	-	-	-	1,167.20	10%	10,504.80	-	116.72
317	15010	Plumbing Condensate Piping	5,107.00	1,021.40	510.70	-	-	1,532.10	30%	3,574.90	51.07	153.21
318	15010	Plumbing Testing	3,868.00	773.60	1,160.40	-	-	1,934.00	50%	1,934.00	116.04	193.40
319	15010	Plumbing Identification	750.00	-	-	-	-	-	0%	750.00	-	-
320	15010	Plumbing Insulation - Firestop - Fire Protection	47,103.00	28,920.80	-	-	-	28,920.80	61%	18,182.20	-	2,892.08
		Plumbing 3rd Floor										
321	15010	Plumbing A/G Waste & Vent	43,730.00	34,984.00	4,373.00	-	-	39,357.00	90%	4,373.00	437.30	3,935.70
322	15010	Plumbing Drains / Carriers	6,207.00	4,965.60	620.70	-	-	5,586.30	90%	620.70	62.07	558.63
323	15010	Plumbing Sleeves and Inserts	3,707.00	3,336.30	185.35	-	-	3,521.65	95%	185.35	18.54	352.17
324	15010	Plumbing A/G Storm Piping	5,287.00	2,114.80	2,114.80	-	-	4,229.60	80%	1,057.40	211.48	422.96
325	15010	Plumbing A/G Domestic Water	65,999.00	39,599.40	13,199.80	-	-	52,799.20	80%	13,199.80	1,319.98	5,279.92
326	15010	Plumbing A/G Gas Piping	12,029.00	3,608.70	3,608.70	-	-	7,217.40	60%	4,811.60	360.87	721.74
327	15010	Plumbing Tubs & Hook-ups	10,684.00	2,136.80	-	-	-	2,136.80	20%	8,547.20	-	213.68
328	15010	Plumbing Fixtures	19,118.00	1,911.80	-	-	-	1,911.80	10%	17,206.20	-	191.18

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BUILDING #7 Continued....

329	15010	Plumbing Equipment	11,672.00	1,167.20	-	-	-	1,167.20	10%	10,504.80	-	116.72
330	15010	Plumbing Condensate Piping	5,107.00	1,021.40	-	-	-	1,021.40	20%	4,085.60	-	102.14
331	15010	Plumbing Testing	3,868.00	773.60	1,160.40	-	-	1,934.00	50%	1,934.00	116.04	193.40
332	15010	Plumbing Identification	750.00	-	-	-	-	-	0%	750.00	-	-
333	15010	Plumbing Insulation - 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 4th Floor										
334	15010	Plumbing A/G Waste & Vent	43,730.00	30,611.00	4,373.00	-	-	34,984.00	80%	8,746.00	437.30	3,498.40
335	15010	Plumbing Drains / Carriers	6,207.00	3,103.50	1,862.10	-	-	4,965.60	80%	1,241.40	186.21	496.56
336	15010	Plumbing Sleeves and Inserts	3,707.00	3,336.30	185.35	-	-	3,521.65	95%	185.35	18.54	352.17
337	15010	Plumbing A/G Storm Piping	5,287.00	2,114.80	1,057.40	-	-	3,172.20	60%	2,114.80	105.74	317.22
338	15010	Plumbing A/G Domestic Water	65,999.00	32,999.50	13,199.80	-	-	46,199.30	70%	19,799.70	1,319.98	4,619.93
339	15010	Plumbing A/G Gas Piping	12,029.00	6,014.50	2,405.80	-	-	8,420.30	70%	3,608.70	240.58	842.03
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	19,118.00	1,911.80	-	-	-	1,911.80	10%	17,206.20	-	191.18
342	15010	Plumbing Equipment	11,672.00	1,167.20	-	-	-	1,167.20	10%	10,504.80	-	116.72
343	15010	Plumbing Condensate Piping	5,107.00	1,021.40	-	-	-	1,021.40	20%	4,085.60	-	102.14
344	15010	Plumbing Testing	3,868.00	773.60	1,160.40	-	-	1,934.00	50%	1,934.00	116.04	193.40
345	15010	Plumbing Identification	750.00	-	-	-	-	-	0%	750.00	-	-
346	15010	Plumbing Insulation - 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 5th Floor										
347	15010	Plumbing A/G Waste & Vent	43,730.00	13,119.00	8,746.00	-	-	21,865.00	50%	21,865.00	874.60	2,186.50
348	15010	Plumbing Drains / Carriers	6,207.00	4,965.60	620.70	-	-	5,586.30	90%	620.70	62.07	558.63
349	15010	Plumbing Sleeves and Inserts	3,707.00	3,336.30	185.35	-	-	3,521.65	95%	185.35	18.54	352.17
350	15010	Plumbing A/G Storm Piping	5,287.00	1,321.75	1,586.10	-	-	2,907.85	55%	2,378.15	158.61	280.78
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	3,629.95
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	1,068.40	-	-	-	1,068.40	10%	9,615.60	-	106.84
354	15010	Plumbing Fixtures	18,118.00	955.90	-	-	-	955.90	5%	18,162.10	-	95.60
355	15010	Plumbing Equipment	11,672.00	1,167.20	-	-	-	1,167.20	10%	10,504.80	-	116.72
356	15010	Plumbing Condensate Piping	5,107.00	1,021.40	-	-	-	1,021.40	20%	4,085.60	-	102.14
357	15010	Plumbing Testing	3,868.00	386.80	1,547.20	-	-	1,934.00	50%	1,934.00	154.72	193.40
358	15010	Plumbing Identification	750.00	-	-	-	-	-	0%	750.00	-	-
359	15010	Plumbing Insulation - 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 6th 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	1,311.90
361	15010	Plumbing Drains / Carriers	6,207.00	3,724.20	1,241.40	-	-	4,965.60	80%	1,241.40	124.14	496.56
362	15010	Plumbing Sleeves and Inserts	3,707.00	2,965.60	370.70	-	-	3,336.30	90%	370.70	37.07	333.63
363	15010	Plumbing A/G Storm Piping	5,287.00	528.70	1,586.10	-	-	2,114.80	40%	3,172.20	158.61	211.48
364	15010	Plumbing A/G Domestic Water	65,999.00	13,199.80	19,799.70	-	-	32,999.50	50%	32,999.50	1,979.97	3,299.95
365	15010	Plumbing A/G Gas Piping	12,029.00	-	3,608.70	-	-	3,608.70	30%	8,420.30	360.87	360.87
366	15010	Plumbing Tubs & Hook-ups	10,684.00	-	-	-	-	-	0%	10,684.00	-	-
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	15010	Plumbing Testing	3,868.00	-	386.80	-	-	386.80	10%	3,481.20	38.68	38.68
371	15010	Plumbing Identification	750.00	-	-	-	-	-	0%	750.00	-	-
372	15010	Plumbing Insulation - 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	Plumbing A/G Waste & Vent	43,730.00	-	4,373.00	-	-	4,373.00	10%	39,357.00	437.30	437.30
374	15010	Plumbing Drains / Carriers	6,207.00	-	1,862.10	-	-	1,862.10	30%	4,344.90	186.21	186.21
375	15010	Plumbing Sleeves and Inserts	3,707.00	2,965.60	370.70	-	-	3,336.30	90%	370.70	37.07	333.63
376	15010	Plumbing A/G Storm Piping	5,287.00	-	528.70	-	-	528.70	10%	4,758.30	52.87	52.87
377	15010	Plumbing A/G Domestic Water	65,999.00	-	6,599.90	-	-	6,599.90	10%	59,399.10	659.99	659.99
378	15010	Plumbing A/G Gas Piping	12,029.00	-	1,202.90	-	-	1,202.90	10%	10,826.10	120.29	120.29
379	15010	Plumbing Tubs & Hook-ups	10,684.00	-	-	-	-	-	0%	10,684.00	-	-
380	15010	Plumbing Fixtures	19,118.00	-	-	-	-	-	0%	19,118.00	-	-
381	15010	Plumbing Equipment	11,672.00	-	-	-	-	-	0%	11,672.00	-	-
382	15010	Plumbing Condensate Piping	5,107.00	-	-	-	-	-	0%	5,107.00	-	-
383	15010	Plumbing Testing	3,868.00	-	386.80	-	-	386.80	10%	3,481.20	38.68	38.68
384	15010	Plumbing Identification	750.00	-	-	-	-	-	0%	750.00	-	-
385	15010	Plumbing Insulation - Firestop - Fire Protection	47,103.00	28,167.00	376.90	-	-	28,543.90	61%	18,559.10	37.69	2,854.39

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BUILDING #7 Continued:

		Plumbing 8th Floor											
386	15010	Plumbing A/G Waste & Vent	43,730.00	-	-	-	-	-	0%	43,730.00	-	-
387	15010	Plumbing Drains / Carriers	6,207.00	-	-	-	-	-	0%	6,207.00	-	-
388	15010	Plumbing Sleeves and Inserts	3,707.00	-	-	-	-	-	0%	3,707.00	-	-
389	15010	Plumbing A/G Storm Piping	5,287.00	-	-	-	-	-	0%	5,287.00	-	-
390	15010	Plumbing A/G Domestic Water	65,999.00	-	-	-	-	-	0%	65,999.00	-	-
391	15010	Plumbing A/G Gas Piping	12,029.00	-	-	-	-	-	0%	12,029.00	-	-
392	15010	Plumbing Tubs & Hook-ups	10,684.00	-	-	-	-	-	0%	10,684.00	-	-
393	15010	Plumbing Fixtures	19,118.00	-	-	-	-	-	0%	19,118.00	-	-
394	15010	Plumbing Equipment	11,672.00	-	-	-	-	-	0%	11,672.00	-	-
395	15010	Plumbing Condensate Piping	5,107.00	-	-	-	-	-	0%	5,107.00	-	-
396	15010	Plumbing Testing	3,868.00	-	-	-	-	-	0%	3,868.00	-	-
397	15010	Plumbing Identification	750.00	-	-	-	-	-	0%	750.00	-	-
398	15010	Plumbing Insulation - Firestop - Fire Protection	47,103.00	-	-	-	-	-	0%	47,103.00	-	-
		Plumbing 9th Floor			-							
399	15010	Plumbing A/G Waste & Vent	43,730.00	-	-	-	-	-	0%	43,730.00	-	-
400	15010	Plumbing Drains / Carriers	6,207.00	-	-	-	-	-	0%	6,207.00	-	-
401	15010	Plumbing Sleeves and Inserts	3,707.00	-	-	-	-	-	0%	3,707.00	-	-
402	15010	Plumbing A/G Storm Piping	5,287.00	-	-	-	-	-	0%	5,287.00	-	-
403	15010	Plumbing A/G Domestic Water	65,999.00	-	-	-	-	-	0%	65,999.00	-	-
404	15010	Plumbing A/G Gas Piping	12,029.00	-	-	-	-	-	0%	12,029.00	-	-
405	15010	Plumbing Tubs & Hook-ups	10,684.00	-	-	-	-	-	0%	10,684.00	-	-
406	15010	Plumbing Fixtures	19,118.00	-	-	-	-	-	0%	19,118.00	-	-
407	15010	Plumbing Equipment	11,672.00	-	-	-	-	-	0%	11,672.00	-	-
408	15010	Plumbing Condensate Piping	5,107.00	-	-	-	-	-	0%	5,107.00	-	-
409	15010	Plumbing Testing	3,868.00	-	-	-	-	-	0%	3,868.00	-	-
410	15010	Plumbing Identification	750.00	-	-	-	-	-	0%	750.00	-	-
411	15010	Plumbing Insulation - Firestop - Fire Protection	47,103.00	-	-	-	-	-	0%	47,103.00	-	-
		Electrical										
412	16000	Electrical Engineering	52,700.00	39,506.40	-	-	-	39,506.40	75%	13,193.60	-	3,950.64
413	16000	Electrical Mobilization	28,320.00	28,320.00	-	-	-	28,320.00	100%	-	-	2,832.00
414	16000	Electrical Office Trailer/Admin.	40,800.00	18,916.00	1,000.00	-	-	19,916.00	49%	20,884.00	100.00	1,991.60
415	16000	Electrical Proj Engineer, CAD, Proj Assistant	25,500.00	24,367.50	1,500.00	-	-	25,867.50	101%	(367.50)	150.00	2,586.75
416	16000	Electrical Permits	22,100.00	17,390.00	-	-	-	17,390.00	79%	4,710.00	-	1,739.00
417	16000	Electrical Submittals	3,400.00	3,400.00	-	-	-	3,400.00	100%	-	-	340.00
418	16000	Electrical Supervision/Planning/Coordination	40,800.00	36,500.00	2,400.00	-	-	38,900.00	95%	1,900.00	240.00	3,890.00
419	16000	Electrical Light Fixture Package	141,000.00	92,250.00	-	-	-	92,250.00	65%	48,750.00	-	9,225.00
420	16000	Electrical Distribution Package	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	16000	Electrical Low Voltage Systems (FA, CCTV, CA, etc.)	50,000.00	23,872.00	10,000.00	-	-	33,872.00	68%	16,128.00	1,000.00	3,387.20
422	16000	Electrical Generator	100,000.00	95,000.00	-	-	-	95,000.00	95%	5,000.00	-	9,500.00
423	16000	Electrical Underslab Branch Conduit & Wire	68,000.00	64,500.00	-	-	-	64,500.00	95%	3,500.00	-	6,450.00
424	16000	Electrical Garage & 1st floor deck-conduit/wire	330,000.00	313,500.00	-	-	-	313,500.00	95%	16,500.00	-	31,350.00
425	16000	Electrical 1st Floor Rough Walls/Ceilings	95,500.00	47,750.00	-	-	-	47,750.00	50%	47,750.00	-	4,775.00
426	16000	Electrical 1st Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
427	16000	Electrical 2nd Floor Rough Walls/Ceilings	95,500.00	76,750.00	4,500.00	-	900.00	81,250.00	85%	14,250.00	450.00	8,125.00
428	16000	Electrical 2nd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
429	16000	Electrical 3rd Floor Rough Walls/Ceilings	95,500.00	76,750.00	4,500.00	-	1,800.00	81,250.00	85%	14,250.00	450.00	8,125.00
430	16000	Electrical 3rd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
431	16000	Electrical 4th Floor Rough Walls/Ceilings	95,500.00	66,850.00	14,400.00	-	1,800.00	81,250.00	85%	14,250.00	1,440.00	8,125.00
432	16000	Electrical 4th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
433	16000	Electrical 5th Floor Rough Walls/Ceilings	95,500.00	47,750.00	33,600.00	-	11,000.00	81,250.00	85%	14,250.00	3,350.00	8,125.00
434	16000	Electrical 5th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
435	16000	Electrical 6th Floor Rough Walls/Ceilings	95,500.00	47,750.00	-	-	11,000.00	47,750.00	50%	47,750.00	-	4,775.00
436	16000	Electrical 6th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
437	16000	Electrical 7th Floor Rough Walls/Ceilings	95,500.00	47,750.00	-	-	11,000.00	47,750.00	50%	47,750.00	-	4,775.00
438	16000	Electrical 7th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
439	16000	Electrical 8th Floor Rough Walls/Ceilings	95,500.00	29,000.00	18,750.00	-	11,000.00	47,750.00	50%	47,750.00	1,875.00	4,775.00
440	16000	Electrical 8th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
441	16000	Electrical 9th Floor Rough Walls/Ceilings	95,500.00	29,000.00	18,750.00	-	29,000.00	47,750.00	50%	47,750.00	1,875.00	4,775.00
442	16000	Electrical 9th Floor Device and Fixture Trim	5,000.00	-	-	-	-	-	0%	5,000.00	-	-
443	1000	Contractor Fee	1,598,747.00	900,294.60	56,590.15	-	-	956,885.05	60%	641,861.95	5,659.02	95,688.51

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BUILDING #8

444	2800	Landscaping	60,000.00	-	-	-	-	-	0%	60,000.00	-	-
445	5100	Reinforcing Steel Labor	210,000.00	210,000.00	-	-	-	210,000.00	100%	-	-	21,000.00
446	5100	Reinforcing Steel Material	419,122.75	369,122.75	-	-	-	369,122.75	88%	50,000.00	-	36,912.25
447	3300	Concrete Exgavate Footings	127,500.00	127,500.00	-	-	-	127,500.00	100%	-	-	12,750.00
448	3300	Concrete Place footings	160,000.00	160,000.00	-	-	-	160,000.00	100%	-	-	16,000.00
449	3300	Concrete Form and Place Walls	300,000.00	300,000.00	-	-	-	300,000.00	100%	-	-	30,000.00
450	3300	Concrete Form and Place Columns	80,000.00	80,000.00	-	-	-	80,000.00	100%	-	-	8,000.00
451	3300	Concrete Place Slab on Grade	160,000.00	156,800.00	-	-	-	156,800.00	98%	3,200.00	-	15,680.00
452	3300	Concrete Form and Place Deck	360,000.00	360,000.00	-	-	-	360,000.00	100%	-	-	36,000.00
453	3300	LL Weight concrete (Budget)	146,892.50	20,000.00	-	-	-	20,000.00	14%	126,892.50	-	2,000.00
454	3450	Precast Concrete 1st Floor (Budget)	100,000.00	51,862.50	-	-	25,931.25	51,862.50	52%	48,137.50	-	5,186.25
455	3450	Precast Concrete 2nd Floor (Budget)	100,000.00	51,862.50	-	-	25,931.25	51,862.50	52%	48,137.50	-	5,186.25
456	3450	Precast Concrete 3rd Floor (Budget)	100,000.00	51,862.50	-	-	25,931.25	51,862.50	52%	48,137.50	-	5,186.25
457	3450	Precast Concrete 4th Floor (Budget)	100,000.00	51,862.50	-	-	25,931.25	51,862.50	52%	48,137.50	-	5,186.25
458	4100	Masonry CMU	249,300.00	249,300.00	-	-	-	249,300.00	100%	-	-	24,930.00
459	4100	Masonry Thin Brick Veneer	310,700.00	-	-	-	-	-	0%	310,700.00	-	-
460	6415	Granite / Marble / Shower Pans	100,000.00	3,140.00	-	-	-	3,140.00	3%	96,860.00	-	314.00
461	5100	Miscellaneous Steel	91,000.00	18,668.00	-	-	-	18,668.00	21%	72,332.00	-	1,866.80
462	6100	Wood Framing - 1st Level / Labor, Equipt.	199,015.00	199,015.00	-	-	-	199,015.00	100%	-	-	19,901.50
463	6100	Wood Framing - 1st Level / Lumber, Hardware	245,918.00	245,918.00	-	-	-	245,918.00	100%	-	-	24,591.80
464	6100	Wood Framing - 2nd Level / Labor, Equipt.	177,141.00	177,141.00	-	-	-	177,141.00	100%	-	-	17,714.10
465	6100	Wood Framing - 2nd Level / Lumber, Hardware	229,547.00	229,547.00	-	-	-	229,547.00	100%	-	-	22,954.70
466	6100	Wood Framing - 3rd Level / Labor, Equipt.	177,141.00	177,138.00	-	-	-	177,138.00	100%	3.00	-	17,713.80
467	6100	Wood Framing - 3rd Level / Lumber, Hardware	226,039.00	226,039.00	-	-	-	226,039.00	100%	-	-	22,603.90
468	6100	Wood Framing - 4th Level / Labor, Equipt.	162,032.00	162,032.00	-	-	-	162,032.00	100%	-	-	16,203.20
469	6100	Wood Framing - 4th Level / Lumber, Hardware	146,941.00	146,941.00	-	-	-	146,941.00	100%	-	-	14,694.10
470	6100	Wood Framing - Roof Level/ Labor, Equipt.	61,646.00	61,646.00	-	-	-	61,646.00	100%	-	-	6,164.60
471	6100	Wood Framing - Roof Level/ Lumber, Trusses	179,580.00	179,580.00	-	-	-	179,580.00	100%	-	-	17,958.00
472	6200	Finish Carpentry (Budget)	581,571.00	242,415.81	2,458.54	5,687.40	175,863.35	250,564.75	43%	331,006.25	814.59	25,056.48
473	7220	Insulation - Fire Caulking	91,800.00	73,440.00	16,360.00	-	-	91,800.00	100%	-	1,836.00	9,180.00
474	7720	Roofing	167,738.00	153,005.86	-	-	-	153,005.86	91%	4,732.14	-	15,300.59
475	7100	Waterproofing	59,475.00	46,169.73	-	-	-	46,169.73	78%	13,305.27	-	4,616.97
476	7240	Stucco	396,700.00	156,620.00	117,465.00	-	-	274,085.00	69%	122,615.00	11,746.50	27,408.50
477	8560	Windows	264,000.00	238,172.00	-	-	-	238,172.00	94%	15,828.00	-	23,817.20
478	6200	Drywall -Densolass	1,054,050.00	604,000.00	130,000.00	-	-	734,000.00	70%	320,050.00	13,000.00	73,400.00
479	9600	Flooring	300,000.00	-	-	-	-	-	0%	300,000.00	-	-
480	9900	Painting	353,118.50	-	-	-	-	-	0%	353,118.50	-	-
481	11000	Appliances(Budget)	112,000.00	-	-	-	-	-	0%	112,000.00	-	-
482	14200	Elevators	274,926.00	192,356.00	-	-	192,356.00	192,356.00	70%	82,570.00	-	19,235.60
483	1500	Mechanical Mobilization	12,500.00	12,000.00	-	-	-	12,000.00	96%	500.00	-	1,200.00
484	1330	Mechanical Submittals	1,125.00	1,125.00	-	-	-	1,125.00	100%	-	-	112.50
485	1310	Mechanical General Conditions	1,773.75	1,206.15	-	-	-	1,206.15	68%	567.60	-	120.62
486	1780	Mechanical Close-out Documents	1,000.00	-	-	-	-	-	0%	1,000.00	-	-
		HVAC 1st Floor										
487	15020	HVAC Permit	5,250.00	5,250.00	-	-	-	5,250.00	100%	-	-	525.00
488	15020	HVAC Pre-Rock-Line Set Piping	24,618.40	24,618.40	-	-	-	24,618.40	100%	-	-	2,461.84
489	15020	HVAC FAU Materials	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
490	15020	HVAC Rough Duct	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
491	15020	HVAC Condensor Materials	19,694.72	19,694.72	-	-	19,694.72	19,694.72	100%	-	-	1,969.47
492	15020	HVAC Set Condensers	4,923.68	4,923.68	-	-	-	4,923.68	100%	-	-	492.37
493	15020	HVAC Set Trim	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
494	15020	HVAC Start-Up	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
		HVAC 2nd Floor										
495	15020	HVAC Pre-Rock-Line Set Piping	24,618.40	24,618.40	-	-	-	24,618.40	100%	-	-	2,461.84
496	15020	HVAC FAU Materials	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
497	15020	HVAC Rough Duct	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
498	15020	HVAC Condensor Materials	19,694.72	19,694.72	-	-	19,694.72	19,694.72	100%	-	-	1,969.47
499	15020	HVAC Set Condensers	4,923.68	4,923.68	-	-	-	4,923.68	100%	-	-	492.37
500	15020	HVAC Set Trim	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
501	15020	HVAC Start-Up	4,923.68	-	-	-	-	-	0%	4,923.68	-	-

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BUILDING #8 Continued...

		HVAC 3rd Floor										
502	15020	HVAC Pre-Rock-Line Set Piping	24,618.40	24,618.40	-	-	-	24,618.40	100%	-	-	2,461.84
503	15020	HVAC FAU Materials	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
504	15020	HVAC Rough Duct	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
505	15020	HVAC Condensor Materials	19,694.72	19,694.72	-	-	19,694.72	19,694.72	100%	-	-	1,969.47
506	15020	HVAC Set Condensers	4,923.68	4,923.68	-	-	-	4,923.68	100%	-	-	492.37
507	15020	HVAC Set Trim	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
508	15020	HVAC Start-Up	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
		HVAC 4th Floor										
509	15020	HVAC Pre-Rock-Line Set Piping	24,618.40	24,618.40	-	-	-	24,618.40	100%	-	-	2,461.84
510	15020	HVAC FAU Materials	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
511	15020	HVAC Rough Duct	19,694.72	-	4,923.68	-	-	4,923.68	25%	14,771.04	492.37	492.37
512	15020	HVAC Condensor Materials	19,694.72	19,694.72	-	-	19,694.72	19,694.72	100%	-	-	1,969.47
513	15020	HVAC Set Condensers	4,923.68	-	4,923.68	-	-	4,923.68	100%	-	492.37	492.37
514	15020	HVAC Set Trim	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
515	15020	HVAC Start-Up	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
		HVAC Common Areas and Rooftop										
516	15020	HVAC Pre-Rock-Line Set Piping	31,688.87	-	31,688.87	-	-	31,688.87	100%	-	3,168.89	3,168.89
517	15020	HVAC FAU Materials	25,351.13	25,351.13	-	-	-	25,351.13	100%	-	-	2,535.11
518	15020	HVAC Rough Duct	25,351.13	-	19,013.35	-	-	19,013.35	75%	6,337.78	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	-	-	-	-	-	0%	6,337.78	-	-
521	15020	HVAC Set Trim	6,337.78	-	-	-	-	-	0%	6,337.78	-	-
522	15020	HVAC Start-Up	6,337.78	-	-	-	-	-	0%	6,337.78	-	-
		Plumbing Below Podium										
523	15010	Plumbing Permit	8,535.00	8,364.30	-	-	-	8,364.30	98%	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 Sanitary Piping	25,935.00	25,416.30	-	-	-	25,416.30	98%	518.70	-	2,541.63
526	15010	Plumbing U/G Storm Piping	6,285.00	6,159.30	-	-	-	6,159.30	98%	125.70	-	615.93
527	15010	Plumbing Pre-Cast Structures - Fireprotection	84,128.00	8,945.44	-	-	-	8,945.44	11%	75,182.56	-	894.54
		Plumbing 1st Floor										
528	15010	Plumbing A/G Waste & Vent	73,093.00	71,631.14	-	-	-	71,631.14	98%	1,461.86	-	7,163.11
529	15010	Plumbing Drains / Carriers	7,232.50	7,087.87	-	-	-	7,087.87	98%	144.63	-	708.79
530	15010	Plumbing Sleeves and Inserts	55,963.00	54,843.74	-	-	-	54,843.74	98%	1,119.26	-	5,484.37
531	15010	Plumbing A/G Storm Piping	18,476.00	18,106.48	-	-	-	18,106.48	98%	369.52	-	1,810.65
532	15010	Plumbing A/G Domestic Water	79,331.00	77,744.38	-	-	-	77,744.38	98%	1,586.62	-	7,774.44
533	15010	Plumbing A/G Gas Piping	31,071.00	30,449.58	-	-	-	30,449.58	98%	621.42	-	3,044.96
534	15010	Plumbing Tubs & Hook-ups	37,040.00	35,188.00	-	-	-	35,188.00	95%	1,852.00	-	3,518.80
535	15010	Plumbing Fixtures	55,513.00	13,878.25	13,878.25	-	-	27,756.50	50%	27,756.50	1,387.83	2,775.65
536	15010	Plumbing Equipment	15,975.00	9,585.00	3,195.00	-	-	12,780.00	80%	3,195.00	319.50	1,278.00
537	15010	Plumbing Condensate Piping	5,584.00	5,472.32	-	-	-	5,472.32	98%	111.68	-	547.23
538	15010	Plumbing Testing	8,566.00	7,709.40	426.30	-	-	8,137.70	95%	426.30	42.63	813.77
539	15010	Plumbing Identification	2,112.00	-	-	-	-	-	0%	2,112.00	-	-
540	15010	Plumbing Insulation - Firestop - Fire Protection	97,620.00	87,400.00	-	-	-	87,400.00	90%	10,220.00	-	8,740.00
		Plumbing 2nd Floor										
541	15010	Plumbing A/G Waste & Vent	73,093.00	71,631.14	-	-	-	71,631.14	98%	1,461.86	-	7,163.11
542	15010	Plumbing Drains / Carriers	7,232.50	7,087.86	-	-	-	7,087.86	98%	144.64	-	708.79
543	15010	Plumbing A/G Storm Piping	18,476.00	18,106.48	-	-	-	18,106.48	98%	369.52	-	1,810.65
544	15010	Plumbing A/G Domestic Water	79,331.00	77,744.38	-	-	-	77,744.38	98%	1,586.62	-	7,774.44
545	15010	Plumbing A/G Gas Piping	31,071.00	30,449.58	-	-	-	30,449.58	98%	621.42	-	3,044.96
546	15010	Plumbing Tubs & Hook-ups	37,040.00	33,336.00	-	-	-	33,336.00	90%	3,704.00	-	3,333.60
547	15010	Plumbing Fixtures	55,513.00	8,326.95	13,878.25	-	-	22,205.20	40%	33,307.80	1,387.83	2,220.52
548	15010	Plumbing Equipment	15,975.00	11,182.50	1,597.50	-	-	12,780.00	80%	3,195.00	159.75	1,278.00
549	15010	Plumbing Condensate Piping	5,584.00	5,472.32	-	-	-	5,472.32	98%	111.68	-	547.23
550	15010	Plumbing Testing	8,566.00	7,709.40	-	-	-	7,709.40	90%	856.60	-	770.94
551	15010	Plumbing Identification	2,112.00	-	-	-	-	-	0%	2,112.00	-	-
552	15010	Plumbing Insulation - Firestop - Fire Protection	97,620.00	92,689.80	-	-	-	92,689.80	95%	4,930.20	-	9,268.98

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BUILDING #8 Continued...

		Plumbing 3rd Floor										
553	15010	Plumbing A/G Waste & Vent	73,093.00	69,438.35	-	-	-	69,438.35	95%	3,654.65	-	6,943.84
554	15010	Plumbing Drains / Carriers	7,232.50	7,087.85	-	-	-	7,087.85	98%	144.65	-	709.79
555	15010	Plumbing A/G Storm Piping	18,476.00	17,552.20	-	-	-	17,552.20	95%	923.80	-	1,755.22
556	15010	Plumbing A/G Domestic Water	79,331.00	75,364.45	-	-	-	75,364.45	95%	3,966.55	-	7,536.45
557	15010	Plumbing A/G Gas Piping	31,071.00	27,963.90	-	-	-	27,963.90	90%	3,107.10	-	2,796.39
558	15010	Plumbing Tubs & Hook-ups	37,040.00	29,632.00	-	-	-	29,632.00	80%	7,408.00	-	2,963.20
559	15010	Plumbing Fixtures	55,613.00	5,561.30	22,205.20	-	-	27,766.50	50%	27,756.50	2,220.52	2,775.65
560	15010	Plumbing Equipment	15,975.00	11,182.50	1,597.50	-	-	12,780.00	80%	3,195.00	159.75	1,278.00
561	15010	Plumbing Condensate Piping	5,584.00	5,025.60	-	-	-	5,025.60	90%	558.40	-	502.56
562	15010	Plumbing Testing	8,568.00	6,852.80	-	-	-	6,852.80	80%	1,713.20	-	685.28
563	15010	Plumbing Identification	2,112.00	-	-	-	-	-	0%	2,112.00	-	-
564	15010	Plumbing Insulation - Firestop - Fire Protection	97,620.00	87,489.00	-	-	-	87,489.00	90%	10,131.00	-	8,748.90
		Plumbing 4th Floor										
566	15010	Plumbing A/G Waste & Vent	73,093.00	71,631.14	-	-	-	71,631.14	98%	1,461.86	-	7,163.11
566	15010	Plumbing Drains / Carriers	7,232.50	7,087.85	-	-	-	7,087.85	98%	144.65	-	708.79
567	15010	Plumbing A/G Storm Piping	18,476.00	17,552.20	-	-	-	17,552.20	95%	923.80	-	1,755.22
568	15010	Plumbing A/G Domestic Water	79,331.00	75,364.45	-	-	-	75,364.45	95%	3,966.55	-	7,536.45
569	15010	Plumbing A/G Gas Piping	31,071.00	29,517.45	-	-	-	29,517.45	95%	1,553.55	-	2,951.75
570	15010	Plumbing Tubs & Hook-ups	37,040.00	29,632.00	-	-	-	29,632.00	80%	7,408.00	-	2,963.20
571	15010	Plumbing Fixtures	55,613.00	5,561.30	5,561.30	-	-	11,122.60	20%	44,490.40	555.13	1,112.26
572	15010	Plumbing Equipment	15,975.00	7,987.50	-	-	-	7,987.50	50%	7,987.50	-	798.75
573	15010	Plumbing Condensate Piping	5,584.00	5,472.32	-	-	-	5,472.32	98%	111.68	-	547.23
574	15010	Plumbing Testing	8,568.00	8,137.70	-	-	-	8,137.70	95%	429.30	-	813.77
575	15010	Plumbing Identification	2,112.00	-	-	-	-	-	0%	2,112.00	-	-
576	15010	Plumbing Insulation - Firestop - Fire Protection	97,620.00	89,888.20	-	-	-	89,888.20	92%	7,731.80	-	8,988.82
		Electrical										
577	16000	Electrical Engineering	29,450.00	22,096.80	-	-	-	22,096.80	75%	7,353.20	-	2,209.68
578	16000	Electrical Mobilization	15,840.00	15,840.00	-	-	-	15,840.00	100%	-	-	1,584.00
579	16000	Electrical Office Trailer/Admin.	22,800.00	12,403.00	1,000.00	-	-	13,403.00	59%	9,397.00	100.00	1,340.30
580	16000	Electrical Proj Engineer, CAD, Proj Assistant	14,250.00	12,735.00	1,500.00	-	-	14,235.00	100%	15.00	150.00	1,423.50
581	16000	Electrical Permits	12,350.00	6,930.00	-	-	-	6,930.00	56%	5,420.00	-	693.00
582	16000	Electrical Submittals	1,900.00	1,900.00	-	-	-	1,900.00	100%	-	-	190.00
583	16000	Electrical Supervision/Planning/Coordination	22,800.00	10,350.00	2,400.00	-	-	10,250.00	84%	3,550.00	240.00	1,025.00
584	16000	Electrical Light Fixture Package	106,000.00	98,436.00	7,564.00	-	-	106,000.00	100%	-	756.40	10,600.00
585	16000	Electrical Distribution Package	83,000.00	78,500.00	-	-	-	78,500.00	95%	4,500.00	-	7,850.00
586	16000	Electrical Low Voltage Systems (FA, CCTV, CA, etc.)	93,828.00	82,744.00	10,000.00	-	-	72,744.00	77%	21,184.00	1,000.00	7,274.40
587	16000	Electrical Underslab Branch Conduit & Wire	85,000.00	76,500.00	-	-	-	76,500.00	90%	8,500.00	-	7,650.00
588	16000	Electrical Garage & 1st floor deck-conduit/wire	400,000.00	380,000.00	-	-	-	380,000.00	95%	20,000.00	-	38,000.00
589	16000	Electrical 1st Floor Rough Walls/Ceilings	75,000.00	71,250.00	-	-	-	71,250.00	95%	3,750.00	-	7,125.00
590	16000	Electrical 1st Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
591	16000	Electrical 2nd Floor Rough Walls/Ceilings	75,000.00	71,250.00	-	-	-	71,250.00	95%	3,750.00	-	7,125.00
592	16000	Electrical 2nd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
593	16000	Electrical 3rd Floor Rough Walls/Ceilings	75,000.00	67,750.00	3,500.00	-	-	71,250.00	95%	3,750.00	350.00	7,125.00
594	16000	Electrical 3rd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
595	16000	Electrical 4th Floor Rough Walls/Ceilings	75,000.00	67,750.00	3,500.00	-	-	71,250.00	95%	3,750.00	350.00	7,125.00
596	16000	Electrical 4th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
597	1000	Contractor Fee	874,315.00	592,404.30	23,805.14	-	-	616,209.44	70%	258,105.56	2,380.51	61,620.94
BUILDING #9												
598	2600	Landscaping	60,000.00	-	-	-	-	-	0%	60,000.00	-	-
599	3100	Reinforcing Steel Labor	210,000.00	210,000.00	-	-	-	210,000.00	100%	-	-	21,000.00
600	3100	Reinforcing Steel Material	419,122.75	419,122.75	-	-	-	419,122.75	100%	-	-	41,912.28
601	3300	Concrete Excavate Footings	127,500.00	127,500.00	-	-	-	127,500.00	100%	-	-	12,750.00
602	3300	Concrete Place footings	160,000.00	160,000.00	-	-	-	160,000.00	100%	-	-	16,000.00
603	3300	Concrete Form and Place Walls	300,000.00	300,000.00	-	-	-	300,000.00	100%	-	-	30,000.00
604	3300	Concrete Form and Place Columns	80,000.00	80,000.00	-	-	-	80,000.00	100%	-	-	8,000.00
605	3300	Concrete Place Slab on Grade	160,000.00	160,000.00	-	-	-	160,000.00	100%	-	-	16,000.00
606	3300	Concrete Form and Place Deck	360,000.00	360,000.00	-	-	-	360,000.00	100%	-	-	36,000.00
607	3300	Lt. Weight concrete (Budget)	146,892.50	20,000.00	-	-	-	20,000.00	14%	126,892.50	-	2,000.00
608	3450	Precast Concrete 1st Floor (Budget)	100,000.00	51,862.50	-	-	25,931.25	51,862.50	52%	48,137.50	-	5,186.25
609	3450	Precast Concrete 2nd Floor (Budget)	100,000.00	51,862.50	-	-	25,931.25	51,862.50	52%	48,137.50	-	5,186.25
610	3450	Precast Concrete 3rd Floor (Budget)	100,000.00	51,862.50	-	-	25,931.25	51,862.50	52%	48,137.50	-	5,186.26
611	3450	Precast Concrete 4th Floor (Budget)	100,000.00	51,862.50	-	-	25,931.25	51,862.50	52%	48,137.50	-	5,186.26

BUILDING #9 Continued...

612	4100	Masonry CMU	249,300.00	248,589.00	711.00	-	-	249,300.00	100%	-	71.10	24,930.00
613	4100	Masonry Thin Brick Veneer	310,700.00	-	116,072.00	48,300.00	-	164,372.00	53%	146,328.00	16,437.20	16,437.20
614	6415	Granite / Marble / Shower Pans	100,000.00	13,405.00	-	-	-	13,405.00	13%	86,595.00	-	1,340.50
615	5100	Miscellaneous Steel	91,000.00	51,283.72	-	-	-	51,283.72	56%	39,716.28	-	5,128.37
616	6100	Framing - 1st Level / Labor, Equipt.	199,015.00	199,015.00	-	-	-	199,015.00	100%	-	-	19,901.50
617	6100	Framing - 1st Level / Lumber, Hardwair	245,918.00	245,918.00	-	-	-	245,918.00	100%	-	-	24,591.80
618	6100	Framing - 2nd Level / Labor, Equipt.	177,141.00	177,141.00	-	-	-	177,141.00	100%	-	-	17,714.10
619	6100	Framing - 2nd Level / Lumber, Hardwair	229,547.00	229,547.00	-	-	-	229,547.00	100%	-	-	22,954.70
620	6100	Framing - 3rd Level / Labor, Equipt.	177,141.00	177,141.00	-	-	-	177,141.00	100%	-	-	17,714.10
621	6100	Framing - 3rd Level / Lumber, Hardwair	226,039.00	226,039.00	-	-	-	226,039.00	100%	-	-	22,603.90
622	6100	Framing - 4th Level / Labor, Equipt.	162,032.00	162,032.00	-	-	-	162,032.00	100%	-	-	16,203.20
623	6100	Framing - 4th Level / Lumber, Hardwair	146,941.00	146,941.00	-	-	-	146,941.00	100%	-	-	14,694.10
624	6100	Framing - Roof Level/ Labor, Equipt.	81,646.00	81,646.00	-	-	-	81,646.00	100%	-	-	8,164.60
625	6100	Framing - Roof Level/ Lumber, Trusses	179,580.00	179,580.00	-	-	-	179,580.00	100%	-	-	17,958.00
626	6200	Finish Carpentry (Budget)	581,571.00	210,041.93	2,456.54	5,687.40	137,552.57	218,187.87	38%	363,383.13	814.59	21,818.79
627	7220	Insulation - Fire Caulking	91,800.00	82,620.00	9,180.00	-	-	91,800.00	100%	-	918.00	9,180.00
628	7720	Roofing	157,736.00	156,159.82	-	-	107,261.84	156,159.82	99%	1,576.18	-	15,616.98
629	7190	Waterproofing	59,475.00	46,169.73	-	-	-	46,169.73	78%	13,305.27	-	4,616.97
630	7240	Stucco	396,700.00	297,525.00	-	-	-	297,525.00	75%	99,175.00	-	29,752.50
631	8550	Windows - Material Only	254,000.00	238,172.00	-	-	8,172.00	238,172.00	94%	15,828.00	-	23,817.20
632	9200	Drywall -Densglass	1,054,050.00	665,132.50	125,000.00	-	100,000.00	810,132.50	77%	243,917.50	12,500.00	81,013.25
633	9600	Flooring	300,000.00	-	-	-	-	-	0%	300,000.00	-	-
634	9900	Painting	353,117.50	-	-	-	-	-	0%	353,117.50	-	-
635	11000	Appliances(Budget)	112,000.00	-	-	-	-	-	0%	112,000.00	-	-
636	14200	Elevators	274,926.00	189,531.00	-	-	189,531.00	189,531.00	69%	85,395.00	-	18,953.10
637	1500	Mechanical Mobilization	12,500.00	10,500.00	-	-	-	10,500.00	84%	2,000.00	-	1,050.00
638	1330	Mechanical Submittals	1,125.00	1,125.00	-	-	-	1,125.00	100%	-	-	112.50
639	1310	Mechanical General Conditions	1,773.75	1,206.15	-	-	-	1,206.15	68%	567.60	-	120.62
640	1780	Mechanical Close-out Documents	1,000.00	-	-	-	-	-	0%	1,000.00	-	-
		HVAC 1st Floor										
641	15020	HVAC Permit	5,250.00	5,250.00	-	-	-	5,250.00	100%	-	-	525.00
642	15020	HVAC Pre-Rock-Line Set Piping	24,618.40	24,618.40	-	-	-	24,618.40	100%	-	-	2,461.84
643	15020	HVAC FAU Materials	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
644	15020	HVAC Rough Duct	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
645	15020	HVAC Condensor Materials	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
646	15020	HVAC Set Condensers	4,923.68	4,923.68	-	-	-	4,923.68	100%	-	-	492.37
647	15020	HVAC Set Trim	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
648	15020	HVAC Start-Up	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
		HVAC 2nd Floor										
649	15020	HVAC Pre-Rock-Line Set Piping	24,618.40	24,618.40	-	-	-	24,618.40	100%	-	-	2,461.84
650	15020	HVAC FAU Materials	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
651	15020	HVAC Rough Duct	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
652	15020	HVAC Condensor Materials	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
653	15020	HVAC Set Condensers	4,923.68	4,923.68	-	-	-	4,923.68	100%	-	-	492.37
654	15020	HVAC Set Trim	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
655	15020	HVAC Start-Up	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
		HVAC 3rd Floor										
656	15020	HVAC Pre-Rock-Line Set Piping	24,618.40	24,618.40	-	-	-	24,618.40	100%	-	-	2,461.84
657	15020	HVAC FAU Materials	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
658	15020	HVAC Rough Duct	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
659	15020	HVAC Condensor Materials	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
660	15020	HVAC Set Condensers	4,923.68	4,923.68	-	-	-	4,923.68	100%	-	-	492.37
661	15020	HVAC Set Trim	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
662	15020	HVAC Start-Up	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
		HVAC 4th Floor										
663	15020	HVAC Pre-Rock-Line Set Piping	24,618.40	24,618.40	-	-	-	24,618.40	100%	-	-	2,461.84
664	15020	HVAC FAU Materials	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
665	15020	HVAC Rough Duct	19,694.72	-	9,847.36	-	-	9,847.36	50%	9,847.36	984.74	984.74
666	15020	HVAC Condensor Materials	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
667	15020	HVAC Set Condensers	4,923.68	4,923.68	-	-	-	4,923.68	100%	-	-	492.37
668	15020	HVAC Set Trim	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
669	15020	HVAC Start-Up	4,923.68	-	-	-	-	-	0%	4,923.68	-	-

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BUILDING #9 Continued...

		HVAC Common Areas and Rooftop											
670	15020	HVAC Pre-Rock-Line Set Piping	31,688.87	25,351.10	6,337.77	-	-	31,688.87	100%	-	633.78	3,166.89	
671	15020	HVAC FAU Materials	25,351.13	25,351.13	-	-	-	25,351.13	100%	-	-	2,535.11	
672	15020	HVAC Rough Duct	25,351.13	12,675.57	10,140.46	-	-	22,816.02	90%	2,535.11	1,014.05	2,281.00	
673	15020	HVAC Condensor Materials	25,351.13	-	6,337.78	-	-	6,337.78	25%	19,013.35	633.78	633.78	
674	15020	HVAC Set Condensers	6,337.78	-	-	-	-	-	0%	6,337.78	-	-	
675	15020	HVAC Set Trim	6,337.78	-	-	-	-	-	0%	6,337.78	-	-	
676	15020	HVAC Start-Up	6,337.78	-	-	-	-	-	0%	6,337.78	-	-	
		Plumbing Below Podium											
677	15010	Plumbing Permit	8,535.00	8,364.30	-	-	-	8,364.30	98%	170.70	-	836.43	
678	15010	Plumbing Excavation and Backfill	62,400.00	61,152.00	-	-	-	61,152.00	98%	1,248.00	-	6,115.20	
679	15010	Plumbing U/G Sanitary Piping	25,935.00	25,416.30	-	-	-	25,416.30	98%	518.70	-	2,541.63	
680	15010	Plumbing U/G Storm Piping	6,285.00	6,159.30	-	-	-	6,159.30	98%	125.70	-	615.93	
681	15010	Plumbing Pre-Cast Structures - Fireprotection	84,128.00	8,945.44	-	-	-	8,945.44	11%	75,182.56	-	894.54	
		Plumbing 1st Floor											
682	15010	Plumbing A/G Waste & Vent	73,093.00	71,631.14	-	-	-	71,631.14	98%	1,461.86	-	7,163.11	
683	15010	Plumbing Drains / Carriers	7,232.50	7,087.87	-	-	-	7,087.87	98%	144.63	-	708.76	
684	15010	Plumbing Sleeves and Inserts	55,953.00	54,843.74	-	-	-	54,843.74	98%	1,118.26	-	5,484.37	
685	15010	Plumbing A/G Storm Piping	18,476.00	18,106.48	-	-	-	18,106.48	98%	369.52	-	1,810.65	
686	15010	Plumbing A/G Domestic Water	79,331.00	77,744.38	-	-	-	77,744.38	98%	1,586.62	-	7,774.44	
687	15010	Plumbing A/G Gas Piping	31,071.00	30,449.58	-	-	-	30,449.58	98%	621.42	-	3,044.96	
688	15010	Plumbing Tubs & Hook-ups	37,040.00	33,336.00	-	-	-	33,336.00	90%	3,704.00	-	3,333.60	
689	15010	Plumbing Fixtures	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	1,597.50	-	-	14,377.50	90%	1,597.50	159.75	1,437.75	
691	15010	Plumbing Condensate Piping	5,584.00	5,472.32	-	-	-	5,472.32	98%	111.68	-	547.23	
692	15010	Plumbing Testing	8,566.00	8,137.70	-	-	-	8,137.70	95%	428.30	-	813.77	
693	15010	Plumbing Identification	2,112.00	-	-	-	-	-	0%	2,112.00	-	-	
694	15010	Plumbing Insulation - Firestop - Fire Protection	97,620.00	87,858.00	-	-	-	87,858.00	90%	9,631.00	-	8,798.90	
		Plumbing 2nd Floor											
695	15010	Plumbing A/G Waste & Vent	73,093.00	71,631.14	-	-	-	71,631.14	98%	1,461.86	-	7,163.11	
696	15010	Plumbing Drains / Carriers	7,232.50	7,087.86	-	-	-	7,087.86	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%	1,586.62	-	7,774.44	
699	15010	Plumbing A/G Gas Piping	31,071.00	30,449.58	-	-	-	30,449.58	98%	621.42	-	3,044.96	
700	15010	Plumbing Tubs & Hook-ups	37,040.00	33,336.00	-	-	-	33,336.00	90%	3,704.00	-	3,333.60	
701	15010	Plumbing Fixtures	55,513.00	11,102.60	16,653.90	-	-	27,756.50	50%	27,756.50	1,665.39	2,775.65	
702	15010	Plumbing Equipment	15,975.00	9,585.00	3,195.00	-	-	12,780.00	80%	3,195.00	319.50	1,278.00	
703	15010	Plumbing Condensate Piping	5,584.00	5,472.32	-	-	-	5,472.32	98%	111.68	-	547.23	
704	15010	Plumbing Testing	8,566.00	8,137.70	-	-	-	8,137.70	95%	428.30	-	813.77	
705	15010	Plumbing Identification	2,112.00	-	-	-	-	-	0%	2,112.00	-	-	
706	15010	Plumbing Insulation - Firestop - Fire Protection	97,620.00	90,989.00	-	-	-	90,989.00	93%	6,631.00	-	9,098.90	
		Plumbing 3rd Floor											
707	15010	Plumbing A/G Waste & Vent	73,093.00	71,631.14	-	-	-	71,631.14	98%	1,461.86	-	7,163.11	
708	15010	Plumbing Drains / Carriers	7,232.50	6,870.88	-	-	-	6,870.88	95%	361.62	-	687.09	
709	15010	Plumbing A/G Storm Piping	18,476.00	17,552.20	-	-	-	17,552.20	95%	923.80	-	1,755.22	
710	15010	Plumbing A/G Domestic Water	79,331.00	76,364.45	-	-	-	76,364.45	95%	3,866.55	-	7,636.45	
711	15010	Plumbing A/G Gas Piping	31,071.00	29,617.45	-	-	-	29,617.45	95%	1,453.55	-	2,961.75	
712	15010	Plumbing Tubs & Hook-ups	37,040.00	33,336.00	-	-	-	33,336.00	90%	3,704.00	-	3,333.60	
713	15010	Plumbing Fixtures	55,513.00	11,102.60	11,102.60	-	-	22,205.20	40%	33,307.80	1,110.26	2,220.52	
714	15010	Plumbing Equipment	15,975.00	8,786.25	2,396.25	-	-	11,182.50	70%	4,792.50	239.63	1,118.25	
715	15010	Plumbing Condensate Piping	5,584.00	5,472.32	-	-	-	5,472.32	98%	111.68	-	547.23	
716	15010	Plumbing Testing	8,566.00	8,137.70	-	-	-	8,137.70	95%	428.30	-	813.77	
717	15010	Plumbing Identification	2,112.00	-	-	-	-	-	0%	2,112.00	-	-	
718	15010	Plumbing Insulation - Firestop - Fire Protection	97,620.00	83,483.00	506.00	-	-	83,989.00	86%	13,631.00	50.60	8,398.90	

CAMCO-MW 00069

APCO-TR-EX0218-0025

BUILDING #9 Continued...

		Plumbing (4) Floors										
719	15010	Plumbing A/G Waste & Vent	73,093.00	71,631.14	-	-	-	71,631.14	98%	1,461.86	-	7,163.11
720	15010	Plumbing Drains / Carriers	7,232.50	7,087.86	-	-	-	7,087.86	98%	144.64	-	708.79
721	15010	Plumbing A/G Storm Piping	18,478.00	18,106.48	-	-	-	18,106.48	98%	369.52	-	1,810.65
722	15010	Plumbing A/G Domestic Water	79,331.00	77,744.36	-	-	-	77,744.36	98%	1,586.62	-	7,774.44
723	15010	Plumbing A/G Gas Piping	31,071.00	28,896.03	1,553.55	-	-	30,449.58	98%	621.42	155.36	3,044.96
724	15010	Plumbing Tubs & Hook-ups	37,040.00	35,188.00	-	-	-	35,188.00	95%	1,852.00	-	3,518.80
725	15010	Plumbing Fixtures	55,513.00	11,102.60	5,551.30	-	-	16,653.90	30%	38,859.10	555.13	1,665.39
726	15010	Plumbing Equipment	15,975.00	7,987.50	798.75	-	-	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	98%	111.68	-	547.23
728	15010	Plumbing Testing	8,566.00	7,709.40	428.30	-	-	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 - Firestop - Fire Protection	97,620.00	89,559.00	506.00	-	-	90,064.00	92%	7,556.00	50.60	9,006.40
		Electrical										
731	16000	Electrical Engineering	29,450.00	22,098.80	-	-	-	22,098.80	75%	7,353.20	-	2,209.88
732	16000	Electrical Mobilization	15,840.00	15,840.00	-	-	-	15,840.00	100%	-	-	1,584.00
733	16000	Electrical Office Trailer/Admin.	22,800.00	12,403.00	1,000.00	-	-	13,403.00	59%	9,397.00	100.00	1,340.30
734	16000	Electrical Proj Engineer, CAD, Proj Assistant	14,250.00	12,735.00	1,500.00	-	-	14,235.00	100%	15.00	150.00	1,423.50
735	16000	Electrical Permits	12,350.00	6,930.00	-	-	-	6,930.00	56%	5,420.00	-	693.00
736	16000	Electrical Submittals	1,900.00	1,900.00	-	-	-	1,900.00	100%	-	-	190.00
737	16000	Electrical Supervision/Planning/Coordination	22,800.00	21,600.00	1,200.00	-	-	22,800.00	100%	-	120.00	2,280.00
738	16000	Electrical Light Fixture Package	106,000.00	98,436.00	7,564.00	-	-	106,000.00	100%	-	756.40	10,600.00
739	16000	Electrical Distribution Package	83,000.00	79,000.00	-	-	-	79,000.00	95%	4,000.00	-	7,900.00
740	16000	Electrical Low Voltage Systems (FA, CCTV, CA, etc.)	93,928.00	62,744.00	10,000.00	-	-	72,744.00	77%	21,184.00	1,000.00	7,274.40
741	16000	Electrical Underslab Branch Conduit & Wire	85,000.00	76,500.00	-	-	-	76,500.00	90%	8,500.00	-	7,650.00
742	16000	Electrical Garage & 1st floor deck-conduit/wire	400,000.00	360,000.00	-	-	-	360,000.00	95%	20,000.00	-	36,000.00
743	16000	Electrical 1st Floor Rough Walls/Ceilings	75,000.00	71,250.00	-	-	-	71,250.00	95%	3,750.00	-	7,125.00
744	16000	Electrical 1st Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
745	16000	Electrical 2nd Floor Rough Walls/Ceilings	75,000.00	71,250.00	-	-	-	71,250.00	95%	3,750.00	-	7,125.00
746	16000	Electrical 2nd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
747	16000	Electrical 3rd Floor Rough Walls/Ceilings	75,000.00	67,750.00	3,500.00	-	-	71,250.00	95%	3,750.00	350.00	7,125.00
748	16000	Electrical 3rd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
749	16000	Electrical 4th Floor Rough Walls/Ceilings	75,000.00	67,750.00	3,500.00	-	-	71,250.00	95%	3,750.00	350.00	7,125.00
750	16000	Electrical 4th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
751	1090	Contractor Fee	874,315.00	615,630.47	21,077.86	-	-	636,908.33	73%	237,406.67	2,107.79	63,690.83
GRADING CHANGE ORDERS												
752	2530	GRADING CO 00001 - Bioxide Chem Feed & Stor Tank	60,308.20	53,377.40	-	-	53,377.40	53,377.40	90%	5,930.80	-	2,666.87
753	2510	GRADING CO 00002 - Fire Hydrant Permits	446.78	446.78	-	-	-	446.78	100%	-	-	22.34
754	2530	GRADING CO 00003 - Revisions Utility Sheets 11/14/07	88,336.72	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	-	-	-	452.81	100%	-	-	22.64
756	2530	GRADING CO 00005.1 - WRG Plans 11-01-07	394,330.13	307,577.50	33,799.73	-	-	341,377.23	87%	52,952.90	1,688.99	17,068.86
757	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	1,711.75
759	2530	GRADING CO (LV PIPELINE CO 7)	208,824.00	-	197,380.00	-	-	197,380.00	95%	11,444.00	9,869.00	9,869.00
760	2530	0	-	-	-	-	-	-	0%	-	-	-
BUILDING CHANGE ORDERS												
780	7810	BUILDING CO 00001.1 Additional Fireproofing B7	13,627.95	13,627.95	-	-	-	13,627.95	100%	-	-	1,362.80
781	5100	BUILDING CO 00002 Add'L Reinforcing Bottom Mat B7	-	-	-	-	-	-	#DIV/0!	-	-	-
782	3300	BUILDING CO 00005 Area Wells B8 and B9	-	-	-	-	-	-	#DIV/0!	-	-	-
783	5100	BUILDING CO 00006 Top Mat Rebar B7	-	-	-	-	-	-	#DIV/0!	-	-	-
784	5100	BUILDING CO 00007 Structural Steel Changes B7	-	-	-	-	-	-	#DIV/0!	-	-	-
785	3300	BUILDING CO 00008 Concrete Change 4k psi to 5k B7	-	-	-	-	-	-	#DIV/0!	-	-	-
786	16000	BUILDING CO 00011 Wood Framing Changes B8/9	-	-	-	-	-	-	#DIV/0!	-	-	-
787	6100	BUILDING CO 00012.3 HVAC Thru Delta 5 B8/B9	22,975.67	17,231.75	5,743.00	-	-	22,974.75	100%	0.92	574.30	2,297.48
788	15020	BUILDING CO 00013.3 HVAC Changes Thru Delta 5 B2/3	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'l Rebar Laps Added All Bldgs	-	-	-	-	-	-	#DIV/0!	-	-	-
790	5100	BUILDING CO 00018 Pool Reinforcing Redesign B7	-	-	-	-	-	-	#DIV/0!	-	-	-
791	6100	BUILDING CO 00020 Change in Lap Splices	-	-	-	-	-	-	#DIV/0!	-	-	-

BUILDING CHANGE ORDERS Continued....

792	6100	BUILDING CO 00021 Rebar Changes B7	-	-	-	-	-	-	#DIV/0!	-	-	-
793	5100	BUILDING CO 00029.2 Electrical Options B8	45,160.18	27,096.10	17,136.00	-	-	44,232.10	98%	928.08	1,713.60	4,423.21
794	5100	BUILDING CO 00032.2 Electrical Options B9	43,803.27	26,281.96	16,936.00	-	-	43,217.96	99%	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
796	4100	BUILDING CO 00034.2 Plumbing Options B8	64,963.36	16,240.84	-	-	-	16,240.84	25%	48,722.52	-	1,624.08
797	16000	BUILDING CO 00036.1 Electrical C2 Split B8/9	56,443.80	33,866.40	-	-	-	33,866.40	60%	22,577.40	-	3,386.64
798	15010	BUILDING 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 Rail Opt B8 & B9	21,921.30	-	-	-	-	-	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	4,900.00	7,393.50
803	15010	BUILDING CO 00047 Building 8 & 9 Low Voltage	60,894.23	15,223.56	-	-	-	15,223.56	25%	45,670.67	-	1,522.36
804	15010	BUILDING CO 00049 Building 8 & 9 Closet Organizers	18,662.09	-	-	-	-	-	0%	18,662.09	-	-
805	16000	BUILDING CO 00050 Building 7 Electrical Upgrades	26,536.38	-	-	-	-	-	0%	26,536.38	-	-
806	5100	BUILDING CO 00052 Bldg 8 & 9 Shower Doors & Mirrors	19,740.50	-	-	-	-	-	0%	19,740.56	-	-
807	5100	BUILDING CO 00065 Masonry C2 Split B8/9	12,093.08	12,093.08	-	-	-	12,093.08	100%	-	-	1,209.31
808	11000	0	-	-	-	-	-	-	0%	-	-	-
809	16000	0	-	-	-	-	-	-	0%	-	-	-
810	16000	0	-	-	-	-	-	-	0%	-	-	-
811	16000	0	-	-	-	-	-	-	0%	-	-	-
812	6200	0	-	-	-	-	-	-	0%	-	-	-
813	16000	0	-	-	-	-	-	-	0%	-	-	-
814	10800	0	-	-	-	-	-	-	0%	-	-	-
815	16000	0	-	-	-	-	-	-	0%	-	-	-
816	16000	0	-	-	-	-	-	-	0%	-	-	-
817	4100	0	-	-	-	-	-	-	0%	-	-	-
818	7810	0	-	-	-	-	-	-	0%	-	-	-
819	7810	0	-	-	-	-	-	-	0%	-	-	-
820	16000	0	-	-	-	-	-	-	0%	-	-	-
821	16000	0	-	-	-	-	-	-	0%	-	-	-
822	16000	0	-	-	-	-	-	-	0%	-	-	-
823	16000	0	-	-	-	-	-	-	0%	-	-	-
		TOTAL CONTRACT PHASE 1:	81,064,336.22	55,378,936.62	3,124,086.16	1,880,777.40	4,226,454.79	60,393,800.18	75%	20,660,536.04	471,474.75	5,764,012.25

CAMCO-MW 00071

APCO-TR-EX0218-0027

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	$	-	0.00%
BCORS	$	-	0.00%
TOTAL			100.00%

CAMCO-MW 00072

APCO-TR-EX0218-0028

Camco Pacific August Billing Detail

Salaried Employees	Base Rate	Burdened Rate	Monthly Burdened Rate	Start Date	Percentage of month worked	Total this month
Don Grande		$ 187,200.00	$ 15,600.00	$ 39,680.00	$ 0.37	$ 5,772.00
Yvonne Farren		$ 61,149.60	$ 5,095.80	$ 39,678.00	$ 0.50	$ 2,547.90
Steve Lemaster		$ 24,432.00	$ 2,036.00	$ 39,675.00	$ 0.50	$ 1,018.00
Kenner Costen	$ 65,000.00	$ 87,750.00	$ 7,312.50	$ 39,689.00	$ 0.07	$ 480.82
Michael Wood	$ 80,000.00	$ 108,000.00	$ 9,000.00	$ 39,685.00	$ 0.20	$ 1,775.34
Carl Mitchell	$ 90,000.00	$ 121,500.00	$ 10,125.00	$ 39,679.00	$ 0.43	$ 4,327.40
Danny Scalice	$ 65,000.00	$ 87,750.00	$ 7,312.50	$ 39,679.00	$ 0.43	$ 3,125.34
Freddy Gonzales	$ 65,000.00	$ 87,750.00	$ 7,312.50	$ 39,679.00	$ 0.43	$ 3,125.34
Damon Westphal	$ 60,000.00	$ 81,000.00	$ 6,750.00	$ 39,679.00	$ 0.43	$ 2,884.93

Hourly Employees	Hourly Rate	Burdened Hourly Rate	Total Hours	Total Straight Time	Overtime Hours	Total Overtime	Total this month
Trent Hall	$ 20.00	$ 27.00	$ 24.00	$ 648.00	$ -	$ -	$ 648.00
Richard Skifton	$ 18.00	$ 24.30	$ 40.00	$ 972.00	$ -	$ -	$ 972.00

Total August Labor		$ 20,905.08

Materials Approved by Gemstone

Lowes	$ 114.97	
Home Depot	$ 1,342.61	
Home Depot	$ 67.67	
Subtotal	$ 1,525.25	
Mark up 15%	$ 228.79	
Total		$ 1,754.04

Contractor Fee	Monthly Rate	Percentage of month worked	Total this month
	$ 100,000.00	$ 0.50	$ 50,000.00
AUGUST TOTAL			$ 72,659.12

CAMCO-MW 00073

APCO-TR-EX0218-0029

Camco Pacific August Billing Summary

	Grading	Line 27 OS & SI	Line 104 Building 2	Line 181 Building 3	Line 443 Building 7	Line 597 Building 8	Line 751 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	$ 5,621.86	$ 7,949.43	$ 29,138.58	$ 12,245.38	$ 10,854.58	$ -	$ -	$ 72,659.12

CAMCO-MW 00074

APCO-TR-EX0218-0030

Invoice

ManhattanWest

Date: September 18, 2008
Statement #: 83108

Bill to: Camco Pacific Construction
Accounts Payable
2925 E. Patrick Lane, Suite G
Las Vegas, Nevada 89120
702.798.6611

Comments:
August 08 Draw

8/31/08	Veronica Khun		$	1,057.00
	Katie Mulryan		$	7,500.00
	Janice Robbins		$	692.40
	Steven Alexander		$	7,500.00
	Craig Colligan		$	19,230.62
	Jill Gisondo		$	8,192.30
	Jennifer Griffith		$	6,981.36
	15% Employee Payroll Tax & Overhead		$	7,673.05
		Total	$	58,826.73
	Invoices:			
7/11/08	Design Space Modular Buildings	#0685020	$	1,642.82
7/22/08	Jackpot Sanitation Services	#30588	$	427.40
7/9/08	Sunstate Equipment Co.	#4158580-004	$	2,075.54
8/6/08		#4158580-005	$	2,075.54
7/3/08	Canyon State Oil	#110358544	$	543.86
7/7/08		#110358948	$	338.21
7/15/08		#110360859	$	482.42
7/23/08		#110363319	$	559.53
7/23/08		#110363327	$	418.99
8/13/08		#110369446	$	355.84
8/8/08	Arrowhead Water	#08H0029230778	$	87.80
8/18/08	Ryan Dyette	#8182008	$	183.23
8/29/08	Joseph Ricci	#082908	$	500.00
		Total	$	9,691.18
				$68,517.91

Statement #	83108
Due Date	Net 30
Amount Due	$68,517.91
Amount Enclosed	

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

CAMCO-MW 00075

DESIGN SPACE MODULAR BUILDINGS
www.dsmbi.com

Inc.

MONTHLY BILLING

INVOICE # 0685020

☐ Los Angeles: 10631 Banana Avenue, Fontana, CA 92337-7002, Phone (909) 349-2800, Fax (909) 349-2110
☐ Fresno: 810 North Pleasant Avenue, Fresno, CA 93728, Phone (559) 233-5596, Fax (559) 233-0365
☐ San Diego: 2235 Encinitas Boulevard, Suite 111, Encinitas, CA 92024-4356, Phone (760) 944-4441, Fax (760) 944-4447
☐ San Francisco/Sacramento: 2725 Fitzgerald Drive, Dixon, CA 95620, Phone (707) 678-6100, Fax (707) 678-6111
☐ Eugene: 29336 Airport Road, Eugene, OR 97402, Phone (541) 461-9122, Fax (541) 689-9942
☐ Spokane: 11120 W. Sunset, Highway 2, Airway Heights, WA 99001, Phone (509) 244-0346, Fax (509) 244-9787
☐ Seattle: P.O Box 274, Pacific, WA 98047-0274, Phone 866-889-7777
☐ Boise: 4055 South Eagleson Road., Boise, ID 83705-4958, Phone (208) 362-7587, Fax (208) 362-7588
☐ Las Vegas: 711 Mall Ring Circle, #104, Henderson, NV 89014, Phone (702) 837-0750, Fax (702) 837-0569
☐ Portland: 6400 S.E. 101st Avenue, Suite 10, Portland, OR 97266, Phone (503) 223-4440, Fax (503) 222-2303
☐ Bend: P.O. Box 1847, Redmond, OR 97756, Phone (541) 382-9466, Fax (541) 385-1991

INVOICE DATE: 7/11/2008
CUSTOMER #: 05 -GEMDEV
LEASE #: L100272
PO NUMBER: RYAN DEYETTE
BEGIN DATE: 7/25/2008
END DATE: 8/24/2008

TO:
GEMSTONE DEVELOPMENT
9121 WEST RUSSELL RD, STE 117
LAS VEGAS, NV 89148

UNIT LOCATION:
215 AND RUSSELL
LAS VEGAS, NV 89118

From Vision To Reality, On Time and On Budget

REMIT TO: Design Space Modular Buildings
2235 Encinitas Blvd., Suite 111
Encinitas, CA 92024-4356

UNIT #	QUANTITY	Description	Amount
4139	1	12 X 60 OF 24 X 60 4 OFFC WET	412.50
		Serial #: 56796-01	
4140	1	12 X 60 OF 24 X 60 4 OFFC WET	412.50
		Serial #: 56796-02	
	1	FURNITURE	662.60
	2	STEPS	20.00

CRAIGC Approved 7/21/2008

MW 01-00000
10-00-1800.025
51-5780

Tami will buy furniture we will get rid of this office furniture very shortly

ALEXED Approved 8/1/2008

To help avoid A/C failure, you must replace the air filter in your mobile office monthly.

Net Order:	1,507.60
P.P. Tax:	17.06
Insurance Waiver:	0.00
Sales Tax:	118.16
Invoice Total:	1,642.82

Terms: Due upon receipt of invoice

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

nvoice No.: 0685020 Customer #: 05 GEMDEV Contract/Lease:

Amount Enclosed $ Customer Name: L100272

GEMSTONE DEVELOPMENT

CAMCO-MW 00076

Inc.

JACKPOT SANITATION SERVICES

2440 MARCO STREET
LAS VEGAS, NV 89115

Ph: 702-367-9933 Fax: 702-367-0790

Invoice

Billing Address	Service Address
GEMSTONE DEVELOPMENT ATTN: ACCOUNTS PAYABLE 9121 W. RUSSELL RD SUITE 117 LAS VEGAS, NV 89148	GEMSTONE DEVELOPMENT MANHATTAN WEST RUSSELL / FORT APACHE LAS VEGAS, NV 89148

Phone: (702) 614-3193
Fax: 0

Cust #	Site #	Date	Clerk	Terms	P.O.#	Invoice #	Page
GEMSTONEDE	3021	7/22/2008	KMN	DOR		30588	Page 1 / 1

DESCRIPTION			RATE	QTY		AMOUNT
7/18/2008- 8/14/2008	WT	SN# WT9				
RENTAL & SERVICE-WATER TANK			125.00/PER	1		125.00
7/18/2008- 8/14/2008	T250	SN# Z71				
RENTAL & SERVICE-250 GALLON TANK-Service Interval = 1W			185.00/PER	1		185.00
7/22/2008						
		FUEL SURCHARGE	31.00/EACH	1		31.00
			Total			341.00

MW 01-00000
10-00-1800.025
81-5180

CRAIGC Approved 8/1/2008

ALEXED Approved 8/1/2008

Statement as of 7/22/2008	Future: 0.00	Current: 675.80	30 Day: -248.40	60 Day: 0.00	90 Day: 0.00	Total Due: 427.40

Please detach here and return the bottom portion with your payment.

Div:A Cust #: GEMSTONEDE Site #:3021

From GEMSTONE DEVELOPMENT
ATTN: ACCOUNTS PAYABLE
9121 W. RUSSELL RD SUITE 117
LAS VEGAS, NV 89148

Invoice #	30588
Invoice Total	341.00
Paid Amt	0.00
Adjustment Amt	0.00
Balance	341.00
Previous Balance	86.40
Total Due	427.40

To JACKPOT SANITATION SERVICES
2440 MARCO STREET
LAS VEGAS, NV 89115

All invoices over 30 days late incur a finance charge of 18.00 %/yr or a minumum charge of 5.00 per invoice.

CAMCO-MW 00077

SUNSTATE Equipment Co.

PLEASE REMIT TO:
P.O. BOX 52581
PHOENIX, AZ 85072-2581
www.sunstateequip.com

Inc.
BRANCH LOCATION
LAS VEGAS
702-565-1234
AFTER HR#:(702) 497-9299

CONTRACT TYPE:	4 WEEK BILL
INVOICE #:	4158580-004
PO #:	MANHATTAN WEST
JOB #:	MANHATTAN WEST
ORDERED BY:	RYAN/SS/730/TIM
ORDERED DATE:	
DATE/TIME OUT:	3/26/08 7:00 AM
INVOICE DATE:	7/09/08
CUSTOMER #:	86600
PHONE #:	702-614-3193

GEMSTONE DEVELOPMENT
9121 W. RUSSELL ROAD
LAS VEGAS, NV 89148

03-0437

MW 01-00000
10-00-1800.025
57-5180

ORDERED BY: RYAN/SS/730/TIM TERRITORY: 204 PROCESSED BY: CYCLE BILL
DRIVERS LICENSE: LICENSE PLATE: RETURN LOC:
JOB ADDRESS: RUSSELL & FT APACHE, LAS VEGAS
DEL. INSTRUCTIONS: RYAN 614-3193 JOB: MANHATTAN WEST
****PULL WHEELS ******

RENTAL RATES ARE FOR EACH ITEM AND DO NOT INCLUDE FUEL OR DELIVERY. PAGE: 1 OF 1

ITEM QTY	EQUIPMENT DESCRIPTION EQUIP#	DAY	RATES WEEK	4 WEEKS	EXTENDED PRICE
1	TOWABLE GENERATOR 56KW	170.00	600.00	1545.00	1545.00
	72579 SDG65TS HR OUT: 6674.30 HR IN:				
	RATES ARE FOR 10HRS USE PER DAY, 50HRS PER WEEK, AND 200HRS PER MONTH. PLEASE READ THE EXCESS USAGE CHARGE PARAGRAPH ON THE BACK OF THIS CONTRACT.				
	HOUR METER IN :_____ DATE: _____				
	** HOUR METER OUT:_____ DATE: _____				
	TOTAL HRS USED:_____				
1	50' POWER CORD 6-4 TWIST LOCK	12.00	46.00	139.00	139.00

SALES ITEMS:

Qty	Item number	Unit	Price	
1	ENV	EA	6.500	6.50
	ENVIRONMENTAL FEE			

CRAIGC Approved 7/21/2008

THIS IS YOUR INVOICE, PLEASE PAY BY INVOICE.

ALEXED Approved 8/1/2008

BILLED FOR FOUR WEEKS 6/18/08 THRU 7/16/08 07:00 AM

SUB TOTAL:	1690.50
DAMAGE WAIVER:	235.76
TAX:	149.28
TOTAL AMOUNT DUE:	2075.54

RENT CONTINUES UNTIL YOU CALL 702-565-1234 TO HAVE EQUIPMENT PICKED UP

CUSTOMER SIGNATURE	PRINT CUSTOMER'S FULL NAME	DELIVERED BY	DATE

- TERMS: NET 10th PROX. (DUE 10th OF THE FOLLOWING MONTH). SERVICE CHARGES AT THE RATE OF 18% PER ANNUM WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.
- CUSTOMER AGREES THAT DAMAGE AND THEFT WAIVER IS VOIDED IF EQUIPMENT IS NOT KEPT IN A LOCKED ENCLOSURE OR PROTECTED BY A SECURITY GUARD WHEN NOT IN USE.
- A SERVICE/CLEANING CHARGE MAY RESULT DUE TO EQUIPMENT BEING RETURNED DAMAGED OR IN NEED OF EXCESSIVE CLEANING.
- THE ENVIRONMENTAL FEE IS NOT REGULATED NOR COLLECTED BY OR FOR ANY GOVERNMENTAL AGENCY.
- WARNING: UNLAWFUL FAILURE TO RETURN RENTED PROPERTY MAY BE A FELONY. FINES, CRIMINAL PROSECUTION, AND/OR IMPRISONMENT COULD RESULT.
- BY SIGNING ABOVE I AGREE TO TERMS ON FRONT AND BACK OF THIS CONTRACT. I ALSO ACKNOWLEDGE RECEIVING INSTRUCTIONS AS TO THE DATE AND PROPER USE OF THE EQUIPMENT.

CAMCO-MW 00078

[redacted] Las Vegas, NV 89081 INVOICE 11035854
[redacted] 702-474-0737 7/07/08

CUSTOMER PO: NO PO NEEDED
TERMS: NET 10
SALESMAN: Robert Jasen
SHIP VIA: Trk#____Driver_____

ORDER NUMBER: 550912691-000
ORDER DATE: 7/02/08
DATE SHIPPED: 7/03/08
LOCATION NO: 1101

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

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

SHIP TO NO.: 2
GEMSTONE DEVELOPMENT WEST INC
215 & W RUSSELL
LAS VEGAS, NV 89148

PKG	ITEM CODE / BIN	U/M	DESCRIPTION	QTY ORD	QTY SHIP	UNIT PRICE	EXT PRICE
			ROBERT JASEN / DG / FILL GENERATOR				
BLK	227-43		LOW SULFUR DIESEL #2-DYED	89	89	5.1500	458.35
		BULK	(DOES NOT EXCEED 500 PPM)				
			FEDERAL EXCISE TAX			.0010	.09
			FEDERAL OIL SPILL FEE			.0012	.11
			NV Petroleum Discharge Clean			.0075	.67
EA	FSC1		FUEL SERVICE CHARGE-FLAT RATE	1	1	75.0000	75.00
		FLAT RAT	**WET HOSE SERVICE CHARGE**				

CRAIGC Approved 7/8/2008

Alex approved 8-6-08...lynn

SUB-TOTAL	534.22
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	543.86

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

CAMCO-MW 00079

[redacted] INC. INVOICE 110358548
[redacted] North Las Vegas, NV 89081 7/08/08
702-474-0700 FAX 702-474-0737

CUSTOMER PO: NO PO REQUIRED
TERMS: NET 10
SALESMAN: Robert Jasen
SHIP VIA: Trk#____Driver_____

ORDER NUMBER: 550913248-000
ORDER DATE: 7/07/08
DATE SHIPPED: 7/07/08
LOCATION NO: 1101

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

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

SHIP TO NO.: 2
GEMSTONE DEVELOPMENT WEST INC
215 & W RUSSELL
LAS VEGAS, NV 89148

PKG	ITEM CODE / BIN	U/M	DESCRIPTION	QTY ORD	QTY SHIP	UNIT PRICE	EXT PRICE
			STEVE / ROBERT JASEN				
BLK	227-43		LOW SULFUR DIESEL #2-DYED	49	49	5.1650	253.09
		BULK	(DOES NOT EXCEED 500 PPM)				
			FEDERAL EXCISE TAX			.0010	.05
			FEDERAL OIL SPILL FEE			.0012	.06
			NV Petroleum Discharge Clean			.0075	.37
EA	FSC1		FUEL SERVICE CHARGE-FLAT RATE	1	1	75.0000	75.00
		FLAT RAT	**WET HOSE SERVICE CHARGE**				

Alex approved 8-6-08...lynn

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.

CAMCO-MW 00080

Inc [illegible] INC.
4381 Haker St., North Las Vegas, NV 89081
702-474-9700 FAX 702-474-0737

INVOICE 110363859
7/15/08

CUSTOMER PO: NO PO REQ
TERMS: NET 10
SALESMAN: Robert Jasen
SHIP VIA: Trk#____Driver_____

ORDER NUMBER: 550915810-000
ORDER DATE: 7/14/08
DATE SHIPPED: 7/14/08
LOCATION NO: 1101

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

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

SHIP TO NO.: 2
GEMSTONE DEVELOPMENT WEST INC
215 & W RUSSELL
LAS VEGAS, NV 89148

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

CRAIGC Approved 7/21/2008

MW 01-00000
10-00-1800.025
81-8730

Alex approved 8-6-08...lynn

SUB-TOTAL	472.78
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	482.42

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

CAMCO-MW 00081

Canyon State Oil COMPANY, INC.

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

702-474-9700
FAX 702-474-0737

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

ADDRESS SERVICE REQUESTED

BILL TO: 52249

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

SHIP TO: 2

GEMSTONE DEVELOPMENT WEST INC
215 & W RUSSELL
LAS VEGAS, NV 89148

INVOICE	CUSTOMER PO	
110363319	NO PO REQ	
INVOICE DATE	TERMS	
7/23/08	NET 10	
ORDER DATE	ORDER NUMBER	SHIP DATE
7/21/08	550917724-000	7/22/08
LOCATION NO.	SALESMAN	
1101	Robert Jasen	

PKG	ITEM CODE	U/M	DESCRIPTION	QTY ORD	QTY SHIP	UNIT PRICE	EXT PRICE
			STEVE / ROBERT JASEN				
BLK	227-43	BULK	LOW SULFUR DIESEL #2-DYED (DOES NOT EXCEED 500 PPM)	98	98	4.83600	473.93
			FEDERAL EXCISE TAX			0.00100	.10
			FEDERAL OIL SPILL FEE			0.00120	.12
			NV Petroleum Discharge Cleanup			0.00750	.74
EA	FSC1	FLAT RAT	FUEL SERVICE CHARGE-FLAT RATE **WET HOSE SERVICE CHARGE**	1	1	75.00000	75.00

MW 01-00000
10-00-1800.025
85-8840

Alex approved 8-6-08...lynn

CRAIGC Approved 8/1/2008

SUB-TOTAL:	549.89
FREIGHT:	.00
MISC CHARGES:	.00
HLDG CHARGES:	8.95
SALES TAX-STATE:	.69
SALES TAX-COUNTY:	.00
SALES TAX-CITY:	.00
SALES TAX-OTHER LOCAL:	.00
INVOICE TOTAL	559.53

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

CAMCO-MW 00082

INC.

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

702-474-9700
FAX 702-474-0737

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

ADDRESS SERVICE REQUESTED

BILL TO: 52249

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

SHIP TO: 2

GEMSTONE DEVELOPMENT WEST INC
215 & W RUSSELL
LAS VEGAS, NV 89148

INVOICE	CUSTOMER PO	
110363327	GEN #72579	
INVOICE DATE	TERMS	
7/23/08	NET 10	
ORDER DATE	ORDER NUMBER	SHIP DATE
7/23/08	550918466-000	7/22/08
LOCATION NO.	SALESMAN	
1101	Robert Jasen	

PKG	ITEM CODE	U/M	DESCRIPTION	QTY ORD	QTY SHIP	UNIT PRICE	EXT PRICE
BLK	227-43	BULK	LOW SULFUR DIESEL #2-DYED (DOES NOT EXCEED 500 PPM)	69	69	4.83600	333.68
			FEDERAL EXCISE TAX			0.00100	.07
			FEDERAL OIL SPILL FEE			0.00120	.08
			NV Petroleum Discharge Cleanup			0.00750	.52
EA	FSC1	FLAT RAT	FUEL SERVICE CHARGE-FLAT RATE **WET HOSE SERVICE CHARGE**	1	1	75.00000	75.00

MW 01-00000
10-00-1800.025
81-8130

Alex approved 8-6-08...lynn

CRAIGC Approved 8/1/2008

SUB-TOTAL:	409.35
FREIGHT:	.00
MISC CHARGES:	.00
HLDG CHARGES:	8.95
SALES TAX-STATE:	.69
SALES TAX-COUNTY:	.00
SALES TAX-CITY:	.00
SALES TAX-OTHER LOCAL:	.00
INVOICE TOTAL	418.99

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

CAMCO-MW 00083

ARROWHEAD direct

Inc. 211007

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

BILLING PERIOD	INVOICE NUMBER
07/09/08 - 8/08/08	08H0029230778

UPCOMING DELIVERIES	ACCOUNT NUMBER
FRI- SEP 12	0029230778
MON- OCT 13	
TUE- NOV 11	
FRI- DEC 12	

#BWNNWYR
#020000292307780#
GEMSTONE DEVELOPMENT, LLC
BARBARA
9121 W RUSSELL RD STE 117
LAS VEGAS NV 89148-1238

Customer Service: 1-800-950-9393

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: arrowheadwater.com/service. If payment has been made, we thank you.

[redacted]

ACCOUNT ACTIVITY

Pay your bill online at: **service.arrowheadwater.com** or by phone at: **1-800-950-9393.** It's free!

Delivery address: GEMSTONE DEVELOPMENT, LLC, 9215 W RUSSELL ROAD, TRAILER, LAS VEGAS NV 89148

DATE	REFERENCE #	QTY	DESCRIPTION	AMOUNT
			PREVIOUS BALANCE	~~58.83~~
7/15	6986270152	4	5 GAL AH MTN SPRING WATER	27.96
		4	5 GALLON ROUND BOTTLE DEPOSIT	.00
		4	.5 LITER AH MTN SPRING WTR 24/CS	31.96
		2	9 OZ PLASTIC CUP 50 CT/SLEEVE	5.98
		4	5 GALLON EMPTY BOTTLE RETURN	.00
		1	STARBUCKS 1 POUND FRENCH ROAST	12.99
8/08	6994517685	1	OIL/FUEL SURCHARGE	2.00
	H1027714		RENT	5.99
			SALES TAX *Paid Chk# 2738*	.92
			TOTAL *$58.83 8/6/2008*	~~146.83~~

MW 01-00000
10-00-1800.025
81-6180

ACCOUNT SUMMARY	PREVIOUS BALANCE	—	PAYMENT/ADJUSTMENT	+	CURRENT ACTIVITY	=	PAY THIS AMOUNT
Subject to terms on reverse side.	~~58.83~~		.00		87.80		~~146.63~~

Detach this slub and return with your payment

P.O. BOX 856158
Louisville, KY 40285-6158

JIMH Approved 8/21/2008

ACCOUNT NUMBER	PAY BY	PAY THIS AMOUNT
0029230778	8/30/08	~~146.83~~
INVOICE NUMBER	BILLING DATE	AMT. ENCLOSED
08H0029230778	08/12/08	$87.80

202100292307786 0008780 00146638 5

RECEPTIONIST Approved 8/18/2008

ARROWHEAD
a Division of Nestlé Waters North America Inc.
P.O. BOX 856158
Louisville, KY 40285-6158

GEMSTONE DEVELOPMENT, LLC
BARBARA
9121 W RUSSELL RD STE 117
LAS VEGAS NV 89148-1238

FOR CUSTOMER SERVICE CALL 1-800-950-9393

☐ SIGN UP FOR FREE AUTOPAY! Sign Up Required On Reverse Side. ☐ Print Any Changes On Reverse Side.

CAMCO-MW 00084

Inc

INVOICE 110369446
8/13/08

CUSTOMER PO: .
TERMS: NET 10
SALESMAN: Robert Jasen
SHIP VIA: Trk#____Driver_____

ORDER NUMBER: 550923982-000
ORDER DATE: 8/08/08
DATE SHIPPED: 8/12/08
LOCATION NO: 1101

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

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

SHIP TO NO.: 2
GEMSTONE DEVELOPMENT WEST INC
215 & W RUSSELL
LAS VEGAS, NV 89148

PKG	ITEM CODE / BIN	U/M	DESCRIPTION	QTY ORD	QTY SHIP	UNIT PRICE	EXT PRICE
			KEEP FILL				
BLK	227-43		LOW SULFUR DIESEL #2 DYED	63	63	4.2950	270.59
		BULK	(DOES NOT EXCEED 500 PPM)				
			FEDERAL EXCISE TAX			.0010	.06
			FEDERAL OIL SPILL FEE			.0012	.08
			NV Petroleum Discharge Clean			.0075	.47
EA	FSC1		FUEL SERVICE CHARGE-FLAT RATE	1	1	75.0000	75.00
		FLAT RAT	**WET HOSE SERVICE CHARGE**				

MW 01-00000
10-00-1800.02K
81-5130

CRAIGC Approved 8/18/2008

ALEXED Approved 8/19/2008

SUB-TOTAL	346.20
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	355.84

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

CAMCO-MW 00085

Inc.

For Office Use Only

Expense Report

Inv# 8182008

PURPOSE: Manhattan West

Date: From _____
To _____

EMPLOYEE INFORMATION:

Name: Ryan Deyette — Position: Project Manager

Department: Construction (During expense period) — Manager: Craig Colligan

Date	Account	Description	Hotel	Transport	Fuel	Meals	Phone	Entertainment	Misc.	Total
4/29/2008		Velcro strips for treadmills								$ 19.20
1/23/2008		Measure tape for construction								$ 6.98
5/2/2008		Shrink wrap for tile								$ 46.27
4/11/2008		Locks and Chains for tile fence								$ 110.78
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
			$ -	$ -	$ -	$ -	$ -	$ -	$ -	

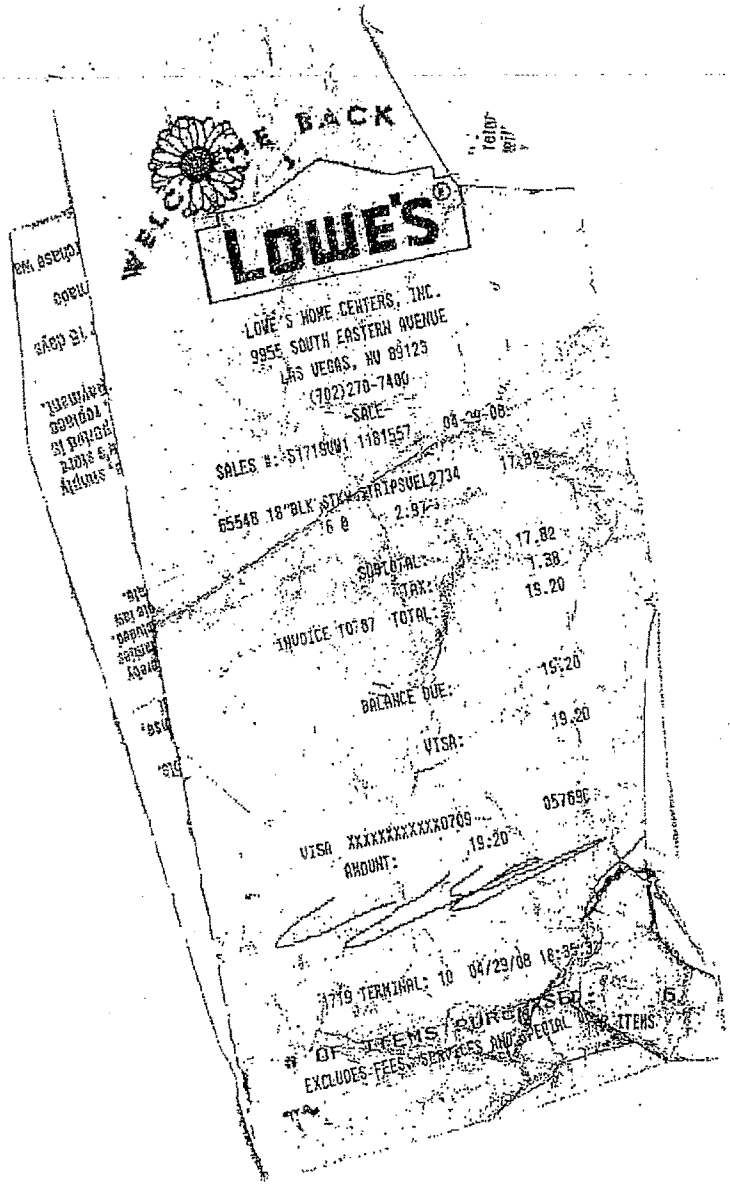
Subtotal $ 183.23
Advances
Total $ 183.23

Notes: MW 01-000000
10-60-1800.028
51-5130

JIMH Approved 8/20/2008

CAMCO-MW 00086
APCO-TR-EX0218-0042

8 weeks



LOWE'S

LOWE'S HOME CENTERS, INC.
9955 SOUTH EASTERN AVENUE
LAS VEGAS, NV 89123
(702)270-7400

SALE

SALES #: 517195001 1181557 04-29-08

6554B 18"BLK STK-TRIPSUEL2734
6 @ 2.97 17.82

SUBTOTAL: 17.82
TAX: 1.38
INVOICE TOTAL: 19.20

BALANCE DUE: 19.20
VISA: 19.20

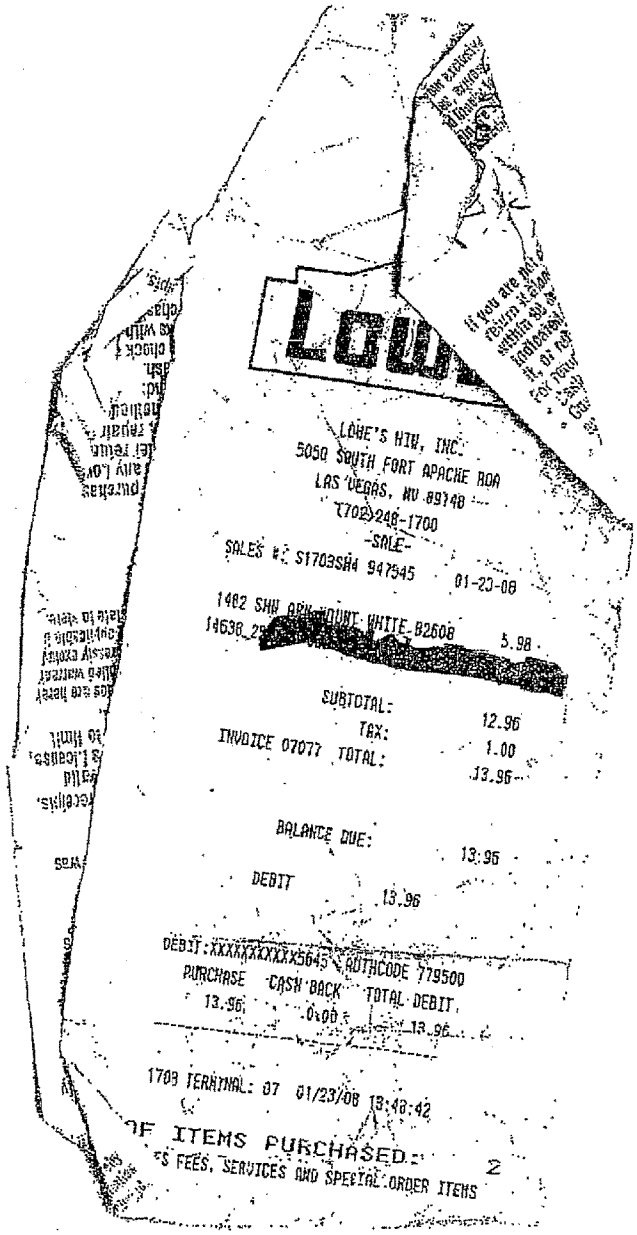
VISA XXXXXXXXXXXX0709 057696
AMOUNT: 19.20

TERMINAL: 10 04/29/08 16:35:32

OF ITEMS PURCHASED: 6
EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS

RJ

CAMCO-MW 00087



LOWE'S HIW, INC
5050 SOUTH FORT APACHE ROA
LAS VEGAS, NV 89148
(702)248-1700
-SALE-
SALES #: S1703SH4 947545 01-23-08

1482 SHW ORN MOUNT WHITE-B2608 5.98
14638_2

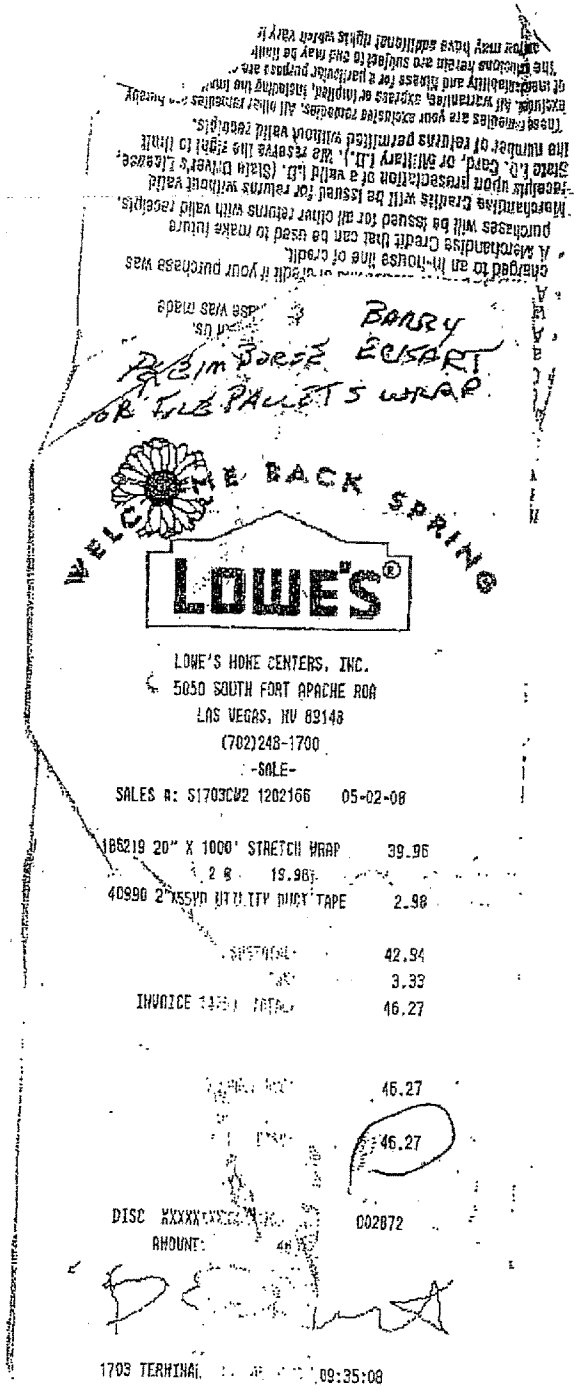
SUBTOTAL: 12.96
TAX: 1.00
INVOICE 07077 TOTAL: 13.96

BALANCE DUE: 13.96
DEBIT 13.96

DEBIT XXXXXXXXXXXX5645 AUTHCODE 779500
PURCHASE CASH BACK TOTAL DEBIT
13.96 0.00 13.96

1709 TERMINAL: 07 01/23/08 13:48:42

OF ITEMS PURCHASED: 2
'S FEES, SERVICES AND SPECIAL ORDER ITEMS



charged to an in-house line of credit if your purchase was
A merchandise Credit that can be used to make future
purchases will be issued for all other returns with valid receipts.
Merchandise Credits will be issued for returns without valid
receipts upon presentation of a valid I.D. (State Driver's License,
State I.D. Card, or Military I.D.). We reserve the right to limit
the number of returns permitted without valid receipts.
(These exclusions are your exclusive remedies. All other warranties are hereby
excluded, all warranties, express or implied, including the implied warranty
of merchantability and fitness for a particular purpose are
the duration of any such implied warranty is
and/or may have additional rights which vary fr

BARRY
ECKART
FOR THE PALLET S WRAP.

WELCOME BACK SPRING

LOWE'S®

LOWE'S HOME CENTERS, INC.
5050 SOUTH FORT APACHE ROA
LAS VEGAS, NV 89148
(702)248-1700
-SALE-
SALES #: S1703CW2 1202166 05-02-08

186219 20" X 1000' STRETCH WRAP 39.96
2 @ 19.98
40990 2"X55YD UTILITY DUCT TAPE 2.98

42.94
3.33
INVOICE TOTAL 46.27

46.27
46.27

DISC XXXXXXXXXXXX 002872
AMOUNT: 46

1709 TERMINAL 09:35:08

Visa Signature Account (0709)
Statement for April 11, 2008 - May 10, 2008

Print Statement | Close Window

Previous Balance		Payments & Credits		FINANCE CHARGE		Transactions	New Balance	Minimum Payment	Due Date
$4,004.70	-	$1,000.00	+	$27.88	+	$892.54	= $3,925.12	$117.00	June 10, 2008

Important account disclosures

Your Account Information

April 11, 2008 - May 10, 2008

TOTAL REVOLVING CREDIT LINE	[redacted]
TOTAL AVAILABLE REVOLVING CREDIT	
CREDIT LINE FOR CASH	
AVAILABLE CREDIT FOR CASH	

Rewards Summary

Previous available balance:	8,797
Earned this period: (reflects transactions posted during this billing cycle)	1,121
Adjustments this period:	0
Redeemed this period:	0
Forfeited this period:	0
Available Balance:	9,918

Payments, Credits & Adjustments

	Date	Description	Amount
1	April 14, 2008	ELECTRONIC PAYMENT	$1,000.00-

Transactions

	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	$134.05
5	April 11, 2008	TECH MAIL LAS VEGAS NV	$6.85
6	April 11, 2008	LOWES #01703* LAS VEGAS NV	$110.78
7	April 11, 2008	OUTBACK #3220 LAS VEGAS NV	$72.83
8	April 11, 2008	STAR BRITE CLEANERS # 2 LAS VEGAS NV	$17.50
9	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
11	April 16, 2008	TAHITIAN TAN LLC LAS VEGAS NV	$20.00
12	April 17, 2008	VONS Store00016881 LAS VEGAS NV	$3.50
13	April 18, 2008	ZEN JUICE LAS VEGAS NV	$14.09
14	April 18, 2008	ZEN JUICE LAS VEGAS NV	$5.31
15	April 20, 2008	WAL-MART #5269 LAS VEGAS NV	$27.49
16	April 21, 2008	TECH MAIL LAS VEGAS NV	$24.65
17	April 21, 2008	WAL-MART #5269 LAS VEGAS NV	$3.00
18	April 21, 2008	EL POLLO LOCO #6024 LAS VEGAS NV	$11.49

SUNSTATE Equipment Co.

PLEASE REMIT TO:
P.O. BOX 52581
PHOENIX, AZ 85072-2581
www.sunstateequip.com

Inc
BRANCH LOCATION
LAS VEGAS
702-565-1234
AFTER HR#:(702) 497-9299

CONTRACT TYPE:	4 WEEK BILL
INVOICE #:	4158580-005
PO #:	MANHATTAN WEST
JOB #:	MANHATTAN WEST
ORDERED BY:	RYAN/SS/730/TIM/SC
ORDERED DATE:	
DATE/TIME OUT:	3/26/08 7:00 AM
INVOICE DATE:	8/06/08
CUSTOMER #:	86600
PHONE #:	702-614-3193

GEMSTONE DEVELOPMENT
9121 W. RUSSELL ROAD
LAS VEGAS, NV 89148

03-0477

MW 01-00000
10-00-18000.025
57-6180

ORDERED BY:		TERRITORY: 204	PROCESSED BY: CYCLE BILL
DRIVERS LICENSE:		LICENSE PLATE:	RETURN LOC:
JOB ADDRESS:	RUSSELL & FT APACHE, LAS VEGAS		
DEL. INSTRUCTIONS:	RYAN 614-3193 JOB: MANHATTAN WEST		
	****PULL WHEELS *****		

RENTAL RATES ARE FOR EACH ITEM AND DO NOT INCLUDE FUEL OR DELIVERY. PAGE: 1 OF 1

ITEM QTY	EQUIPMENT DESCRIPTION / EQUIP#	DAY	RATES WEEK	4 WEEKS	EXTENDED PRICE
1	TOWABLE GENERATOR 56KW	170.00	600.00	1545.00	1545.00
	72579 SDG65TS HR OUT: 6888.00 HR IN:				
	RATES ARE FOR 10HRS USE PER DAY, 50HRS PER WEEK; AND 200HRS PER MONTH. PLEASE READ THE EXCESS USAGE CHARGE PARAGRAPH ON THE BACK OF THIS CONTRACT.				
	HOUR METER IN :_____ DATE: _____				
	** HOUR METER OUT:_____ DATE: _____				
	TOTAL HRS USED:_____				
1	50' POWER CORD 6-4 TWIST LOCK	12.00	46.00	138.00	138.00

SALES ITEMS:

Qty	Item number	Unit	Price	
1	ENV	EA	6.500	6.50
	ENVIRONMENTAL FEE			

CRAIGC Approved 8/18/2008

ALEXED Approved 8/19/2008

THIS IS YOUR INVOICE, PLEASE PAY BY INVOICE.

SUB TOTAL:	1690.50
DAMAGE WAIVER:	235.76
TAX:	149.28
TOTAL AMOUNT DUE:	2075.54

BILLED FOR FOUR WEEKS 7/16/08 THRU 8/13/08 07:00 AM

RENT CONTINUES UNTIL YOU CALL 702-565-1234 TO HAVE EQUIPMENT PICKED UP.

CUSTOMER SIGNATURE	PRINT CUSTOMER'S FULL NAME	DELIVERED BY	DATE

- TERMS: NET 10th PROX. (DUE 10th OF THE FOLLOWING MONTH). SERVICE CHARGES AT THE RATE OF 18% PER ANNUM WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.
- CUSTOMER AGREES THAT DAMAGE AND THEFT WAIVER IS VOIDED IF EQUIPMENT IS NOT KEPT IN A LOCKED ENCLOSURE OR PROTECTED BY A SECURITY GUARD WHEN NOT IN USE.
- A SERVICE/CLEANING CHARGE MAY RESULT DUE TO EQUIPMENT BEING RETURNED DAMAGED OR IN NEED OF EXCESSIVE CLEANING.
- THE ENVIRONMENTAL FEE IS NOT REGULATED NOR COLLECTED BY OR FOR ANY GOVERNMENTAL AGENCY.
- WARNING: UNLAWFUL FAILURE TO RETURN RENTED PROPERTY MAY BE A FELONY. FINES, CRIMINAL PROSECUTION, AND/OR IMPRISONMENT COULD RESULT.
- BY SIGNING ABOVE I AGREE TO TERMS ON FRONT AND BACK OF THIS CONTRACT. I ALSO ACKNOWLEDGE RECEIVING INSTRUCTIONS AS TO THE

CAMCO-MW 00090

Inc-

Lynn Demann Inv# 082908

From: Tami Calhoun
Sent: Friday, August 29, 2008 4:53 PM
To: Lynn Demann
Subject: FW: filing cabinets

Lynn-

I need a check cut on Monday for $500, made payable to Joseph Ricci. This is for filing cabinets for the trailers. Thank you!

MW 01-00000
10-00-1800.025
61-5130

From: Joseph N Ricci [mailto:joericci@libertyrealty.com]
Sent: Friday, August 29, 2008 3:42 PM
To: Tami Calhoun
Subject: RE: filing cabinets

Only one of those has a hole in it, but without the two and with delivery, how about $500 inclusive of all charges, if so I would take a check please make it payable to:

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: Tami 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

CAMCO-MW 00091

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" x 19 ¼" X 28" @ $80
2 Units 42" X 18" X 27 ½" @ $80
1 unit 36" X 19 ¼" X 28 ½ @ $60
1 unit 30" X 28 ½" X 19" @ $40
2 units 28" X 28" X 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

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 AM

752
753
754 = 16826.46

Las Vegas Pipeline
181 N. Gibson Rd.
Henderson, NV 89014
Phone: 702-363-1006
Fax: 702-367-1007

License #0060688

Progress Billing

Application No: 9 **(Revised 09/11/08)**
Date: 9/4/2008

Period Ending: 8/31/2008

756 = 86752.83
757 = 86431.80
758 = 33983.92

CAMCO-MV 00094

APCO-TR-EX0218-0050

Owner:
Camco Pacific
2925 E. Patrick Lane, Suite G
Las Vegas, NV 89120

Job Location: Manhattan West

Application For Payment On Contract

Original Contract:	520,000.00
Net Change by Change Orders:	1,634,102.01
Contract Sum to Date:	2,154,102.01
Total Complete to Date:	1,951,395.29
Total Retained:	195,139.53
Total Earned Less Retained:	1,756,255.76
Less Previous Billings:	1,595,880.56
Current Payment Due:	~~160,375.20~~ $212,794.30
Balance on Contract:	397,846.25

Contractor's Certification of Work

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 specifications to the level of completion indicated on the attached schedule of completion.

Contractor: _____ Date: 09/04/08

Las Vegas Pipeline

Manhattan West

Application No: 9
Period Ending: 8/31/2008

Base Bid Contract	Contract Amount	Change Amount	Previous $ Complete	Current % CTD	Current $ Complete	Stored Material	Construction Deposit	Total Complete	Balance $	Retained $
1 Site Utilities	520,000.00		514,800.00	99.00	0.00	0.00	0.00	514,800.00	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 Orders See breakdown below		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

NPC Conflict	6,590.00	6,590.00	100	0.00	0.00	0.00	6,590.00	0.00	659.00
Lift Station Increase	821.12	0.00	0	0.00	0.00	0.00	0.00	821.12	0.00
Permit - CCBD	3,867.96	3,867.96	100	0.00	0.00	0.00	3,867.96	0.00	386.80
SL/FAST	31,910.00	15,955.00	50	0.00	0.00	0.00	15,955.00	15,955.00	1,595.50
Encr Permit	1,638.75	1,638.75	100	0.00	0.00	0.00	1,638.75	0.00	163.88
Hydrant	1,128.00	1,128.00	100	0.00	0.00	0.00	1,128.00	0.00	112.80
Encasement	1,712.00	1,712.00	100	0.00	0.00	0.00	1,712.00	0.00	171.20
NPC Sparta	5,153.50	5,153.50	100	0.00	0.00	0.00	5,153.50	0.00	515.35
Install 2" conduit	13,000.00	13,000.00	100	0.00	0.00	0.00	13,000.00	0.00	1,300.00
Low Voltage	97,709.19	97,709.19	100	0.00	0.00	0.00	97,709.19	0.00	9,770.92
NPC future stubouts	13,845.00	13,845.00	100	0.00	0.00	0.00	13,845.00	0.00	1,384.50
Revision 3 Add (Bypass)	48,929.00	0.00	100	48,929.00	0.00	0.00	48,929.00	0.00	4,892.90
Hualapai/Quail	7,686.00	7,686.00	100	0.00	0.00	0.00	7,686.00	0.00	768.60

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	0.00	0.00	14,802.56	0.00	1,480.26
WRG Delta 2,3		126,045.55	37,813.67	30	0.00	0.00	0.00	37,813.67	88,231.89	3,781.37
Building #7 NPC		4,525.17	4,525.17	100	0.00	0.00	0.00	4,525.17	0.00	452.52
COR#1 Trench Plate		22,500.00	22,500.00	100	0.00	0.00	0.00	22,500.00	0.00	2,250.00
COR#1 Phase II		10,169.45	10,169.45	100	0.00	0.00	0.00	10,169.45	0.00	1,016.95
Lift Station Increase 2		2,023.64	0.00	0	0.00	0.00	0.00	0.00	2,023.64	0.00
Pullbox repair		1,269.99	0.00	100	1,269.99	0.00	0.00	1,269.99	0.00	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
Haulapai/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
		475,104.65	292,249.59		70,823.42	0.00	0.00	363,073.01	112,031.65	36,307.30

CAMCO-MW 00096

APCO-TR-EX0218-0052

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

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
Total	43.5	84	43.5	43.5	35.5	34.5	41.5	2

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

Reallocate

Invoice

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

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

Customer Number: CAMCO01

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

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

Customer P.O.	Terms
	Net 30

Description	Amount
DOORS & FRAMES MATERIAL	
BLDG 2 GARAGE	$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	$1,333.00
BLDG 7 LEVEL 1	$1,595.40
BLDG 7 LEVEL 2	$4,410.00
BLDG 7 LEVEL 3	$4,410.00
BLDG 7 LEVEL 4	$4,410.00
BLDG 7 LEVEL 5	$4,410.00
BLDG 7 LEVEL 6	$4,410.00
BLDG 7 LEVEL 7	$4,410.00
BLDG 7 LEVEL 8	$4,410.00
BLDG 7 LEVEL 9	$3,096.20
BLDG 8 LEVEL 1	$1,421.85
BLDG 8 LEVEL 2	$1,421.85
BLDG 8 LEVEL 3	$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 - 4917.08 + 113750

CAMCO-MW 00098

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

Job# 105EX7866-95

Date	08/26/08	**Terms**	Net 30 Days	**Route**	86-DEFAULT	**Acct#**	
Inv #	914826	**PO #**		**Contract #**		**Type**	Construction

Line	Description	Taxable	Measure	Price	Amount
1	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 (ON NEW CONTRACT)				$0.00
	NET AMOUNT DUE AND PAYABLE				**$48,797.10**

Taxable	$0.00
Non-Taxable	$48,797.10
Sub-Total	$48,797.10
Sales Tax	$0.00
TOTAL	$48,797.10

Should you have any questions regarding your billing, please contact
Laurie Haney - Regional Billing Analyst @ (888) 844-5438 Ext. 228

Remit to:
ThyssenKrupp Elevator
2455 E PARLEYS WAY SUITE 110
SALT LAKE CITY, UT 84109
Phone: (888)844-5438 Fax: (801) 487-6178

Location # 105EX7866-95
MANHATTAN WEST CONDOS

Invoice # 914826

Amount $48,797.10

Paid $

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR REMITTANCE.

CAMCO-MW 00099

FILE COPY

Lind

APPLICATION AND CERTIFICATE FOR PAYMENT

DOCUMENT G702 (INSTRUCTIONS ON REVERSE SIDE) PAGE 1 OF 1

TO CONTRACTOR:
BUCHELE, INC.
P.O. BOX 570025
LAS VEGAS, NEVADA 89157-0025

PROJECT: The West Manhattan Condominiums w/Russell at Rocky Hill

APPLICATION NO: 2
PERIOD: Aug. 08
PROJECT NOS: 168

CONTRACT DATE: May 2008

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐

FROM CONTRACTOR:

VIA ARCHITECT:

CONTRACT FOR: #168-36 Phase I

CONTRACTOR'S 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		$ 262,900 —
2. Net change by Change Orders		$ —
3. CONTRACT SUM TO DATE	(Line 1 +\-2)	$ 262,900.
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 143,500 —
5. RETAINAGE		
a. 10 % of completed work (Columns D + E on G703)	$ 14,350 —	
b. 10 % of Stored Material (Columns F on G703)	$ —	
Total Retainage (line 5a 5b or total in column I on G703)		$ 14,350 —
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ 129,150 —
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 form prior Certificate)		$ 7,650 —
8. CURRENT PAYMENT DUE		$ 121,500.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 133,750 —

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
TOTAL CHANGES APPROVED IN PREVIOUS MONTHS BY OWNER	-	
Total approved this Month	-	
TOTALS	0	0
NET CHANGES by change order	-	

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

CONTRACTOR:

By: _____ Date: _____

State of: NEVADA
County of: CLARK
Subscribed and sworn to before me this ___ day of _____, 2008.

Notary Public:

My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and data comprising this application, the Architect certifies to the Owner that to the best of the quantity of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ _____

(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 amount certified)

ARCHITECT:

By _____ Date: _____

This Certificate is not negotiable. The amount certified is payable 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.

FROM : CAMCO-MW 00100 PHONE NO. : 00000 0000000000 Sep. 02 2008 01:56PM P2
APCO-TR-EX0218-0056

ONTINUATION SHEET

AIA DOCUMENT G703

PAGE 1 OF 1 PAGES
Project: 168-36
Billing No: 2
Date: Aug 19,08

A Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,
ntaining Contractor's signed certification, is attached.
tabulations below, amounts are stated to the nearest dollar.
e column I on contracts where variable retainage for line items may apply

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
'EM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATIONS (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 (IF VARIABLE RATE)
1	Demolition work	29,900 —	$ —	$ 20,000 —		$ 20,000 —	#DIV/0!	$ 9,900 —	$ 2,000 —
2	Grading work	233,000 —	$ 8,500 —	$ 115,000 —		$ 123,500 —	#DIV/0!	$ 109,500 —	$ 12,350 —
3			$ -	$ -		$ -	#DIV/0!	$ -	$ -
4			$ -	$ -		$ -	#DIV/0!	$ -	$ -
5		-	$ -	$ -		$ -	#DIV/0!	$ -	$ -
6		-	$ -	$ -		$ -	#DIV/0!	$ -	$ -
7		-	$ -	$ -		$ -	#DIV/0!	$ -	$ -
8		-	$ -	$ -		$ -	#DIV/0!	$ -	$ -
9		-	$ -	$ -		$ -	#DIV/0!	$ -	$ -
10		-	$ -	$ -		$ -	#DIV/0!	$ -	$ -
11		-	$ -	$ -		$ -	#DIV/0!	$ -	$ -
12		-	$ -	$ -		$ -	#DIV/0!	$ -	$ -
13		-	$ -	$ -		$ -	#DIV/0!	$ -	$ -
14		-	$ -	$ -		$ -	#DIV/0!	$ -	$ -
15		-		$ -		$ -	#DIV/0!	$ -	$ -
16									
17									
18									
19									
20									
21									
22									
23									
		262,900 —	$ 8,500 —	$ 135,000 —	$ -	$ 143,500 —	#DIV/0!	$ 119,400 —	14,350 —

IA DOCUMENT G703

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

FROM : CAMCO-MW 0010101 PHONE NO. : 0000 0000000000 Sep. 20 2008 02:00PM P3
APCO-TR-EX0218-0057

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: Apco Construction Inc.
Fax 736-3820
734-0396

Re: Billing for Manhattan West Project,

1. Demolition of asphalt on Russell rd. & Rocky Hill rd.	$20,000.00
2. Rough Grading of Russell rd. & Rocky Hill rd. Supply and place type II on Russell rd. & Rocky Hill rd.	$115,000.00

Total this billing: $135,000.00

Sep. 02 2008 02:01PM P4 PHONE NO. : 0000000000 00000 FROM : 0000000000000000

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

Nv.Lic. #46797

(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

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT 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: 4
PERIOD TO: *08/25/08*
PROJECT NOS:

Distribution to:
___OWNER
___ARCHITECT
___CONTRACTOR
___
___

CONTRACTOR: *ACCURACY GLASS & MIRROR CO., INC.*
5145 SCHIRLLS
LAS VEGAS, NEVADA 89118

ARCHITECT:

CONTRACT DATE:

CONTRACT FOR:

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	
a. 10 % of Completed Work (Columns D + E on G703)	$287,670.80
b. 10 % of Stored Material (Columns F on G703)	
Total Retainage (Line 5a + 5b or Total in Column I of G703)	$287,670.80
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	$2,589,037.20
7. LESS PREVIOUS CERTIFICATES FOR PAYMENTS (Line 6 from prior Certificate)	$857,250.00
8. CURRENT PAYMENT DUE	$1,731,787.20
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$3,612,523.80

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	1101561.00	
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:

BY: Date: *08/25/08*

State of: *NEVADA*
County of: *CLARK*
Subscribed and sworn to before me this *25TH* day of *AUGUST 2008*

Notary Public - State of Nevada
County of Clark
NICHOLAS E. LAMEK JR.
My Appointment Expires
No: 93-0565-1 April 20, 2009

Notary Public
My commission expires: *04/20/09*

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 entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED.....
(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 amount certified.

ARCHITECT:

BY: Date:

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.

CAMCO-MW 00104
APCO-TR-EX0218-0060

CONTINUATION SHEET

ACCURACY GLASS & MIRROR CO., INC.

AIA DOCUMENT G703

PAGE 1 OF 1 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT containing Contractors 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.

APPLICATION NO. 4
APPLICATION DATE 08/25/08
PERIOD TO 08/26/08
PROJECT REFERENCE **MANHATTAN WEST BUILDING #7**

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION	WORK COMPLETED SCHEDULED VALUES	WORK COMPLETED PREVIOUS APPLICATIONS	THIS PERIOD	MATERIALS STORED NOT IN D/E	TOTAL COMPLETED AND STORED	% (G /C)	BALANCE TO FINISH (C-G)	RETAINAGE 10%
1	MOBILIZATION	73500.00	73500.00			73500.00	100.00	0.00	7350.00
2	SHOP DRAWINGS	6500.00	6500.00			6500.00	100.00	0.00	650.00
3	STOREFRONT MEATL / DOORS	1784808.00	425000.00		1359608.00	1784808.00	100.00	0.00	178480.80
4	GLASS	741000.00	10000.00		434600.00	444600.00	60.00	296400.00	44460.00
5	STEEL CLIPS	145000.00	145000.00			145000.00	100.00	0.00	14500.00
6	HANDRAILS	510000.00				0.00	0.00	510000.00	0.00
7	CAULKING	375000.00				0.00	0.00	375000.00	0.00
8	EQUIPMENT RENTAL	225000.00	12500.00	30000.00		42500.00	18.89	182500.00	4250.00
9	MISC SUPPLIES	36392.00	10000.00			10000.00	27.48	26392.00	1000.00
10	LABOR	1203000.00	20000.00	100000.00		120000.00	9.98	1083000.00	12000.00
	CHANGE ORDERS								
11	CHANGE ORDER #1	1101561.00	250000.00			250000.00	22.70	851561.00	25000.00
	Totals	6201561.00	952500.00	130000.00	1794208.00	2876708.00		3324853.00	287670.80

1924-08

CAMCO-MW 00105
APCO-TR-EX0218-0061

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
Payment 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

ACCURACY GLASS & MIRROR CO., INC

NICHOLAS E. LAMEK JR.

CONTROLLER

Accuracy Glass & Mirror

5145 Schirlls • Las Vegas, NV 89118
(702) 252-8848 • Fax 252-7354

LIC. 29964

Accounts & Collection to Lynn 8/29/08

INVOICE 56996

INVOICE DATE: Jul 25, 2008

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

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

Voice:
Fax:

CUSTOMER ID	PURCHASE ORDER	PAYMENT TERMS	PAGE

QUANTITY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENSION

Check No:

TOTAL $1,731,787.20

CAMCO-MW 00107

JA002888

APCO-TR-EX0218-0063

Helix Electric
CONSTRUCTORS • ENGINEERS

INVOICE # 16713-011R1
CUSTOMER # 1611

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

INVOICE DATE: 20-Aug-08
PERIOD THRU: 8/31/2008
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	38%	5,140,207.11
PREVIOUSLY BILLED		4,768,307.11
GROSS CURRENT PERIOD		371,900.00
RETENTION	10%	37,190.00
NET AMOUNT DUE THIS PERIOD		334,710.00
OUTSTANDING FROM PRIOR PERIOD	Inv #16713-010R2	510,255.00
TOTAL AMOUNT DUE		844,965

Pursuant to B&P code section 7108.5 a penalty of 2% per month of the amount owed, plus attorney's fees if acquired for collection, shall be assessed to this invoice for payments not received within 10 days of receipt of progress payments from owner.

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

CAMCO-MW 00108

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO (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 PERIOD TO: 8/31/2008 PROJECT NOS CONTRACT DATE:	Distribution to: OWNER ARCHITECT CONTRACTOR
FROM : (Contractor)	*Helix Electric* *3078 E. Sunset Rd., Ste#9* *Las Vegas, NV 89120*	VIA (ARCHITECT):			

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. PARTIAL CONTRACT SUM		$ 13,230,000.00
2. Net change by Change Orders		394,837.00
3. CONTRACT SUM TO DATE (Line 1+2)		$ 13,624,837.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 5,140,207.11
5. RETAINAGE:		
a. 10% of Completed Work (Column D + E on G703)	$ 514,020.71	
b. 10% of Stored Material (Column F on G703)	$ -	
Total Retainage (Line 5a + 5b or Total in Column I of G703)		$ 514,020.71
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ 4,626,186.40
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 4,291,476.40
8. CURRENT PAYMENT DUE		$ 334,710.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		$ 8,998,650.60

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total Approved this Month		
TOTALS	-	-
NET CHANGES by Change Order	394,837.00	

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

CONTRACTOR:

By: _____ Date: 8/20/08

Robert D Johnson, Vice President

State Of: NEVADA
County Of: CLARK

Subscribed and sworn to before me this 20th day of August, 2008

Notary Public: _____

My Commission expires: 1/9/2010

EDNA K. BENNETT
Notary Public, State of Nevada
Appointment No. 98-0611-1
My Appt. Expires Jan. 9, 2010

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the 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 indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... $334,710.00

(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 amount certified.)

ARCHITECT:

By: _____ Date: _____

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.

CAMCO-MW 00109

APCO-TR-EX0218-0065

CONTINUATION SHEET

AIA DOCUMENT G703

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.

APPLICATION NUMBER: 16713-011R1
APPLICATION DATE: 8/20/2008
PERIOD TO: 8/31/2008
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
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
1	ELECTRICAL ENGINEERING	155,000.00	83,700.00			83,700.00	54%	71,300.00	8,370.00
2	MOBILIZATION	60,000.00	60,000.00			60,000.00	100%	-	6,000.00
3	Office Trailer/Admin. 24 months	120,000.00	55,000.00	5,000.00		60,000.00	50%	60,000.00	6,000.00
4	Project Engineer, CAD, Project Assistant	75,000.00	59,876.00	7,500.00		67,375.00	90%	7,625.00	6,737.50
5	Electrical Permits	65,000.00	40,000.00			40,000.00	62%	25,000.00	4,000.00
6	Submittals	10,000.00	10,000.00			10,000.00	100%	-	1,000.00
7	Supervision/Planning/Coordination	120,000.00	86,250.00	12,000.00		108,250.00	90%	11,750.00	10,825.00
8	BUILDING #1-TYPE V (52 units)		-			-		-	-
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	-
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 Walls/Ceilings	65,000.00	-			-		65,000.00	-
15	1st Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
16	2nd Floor Rough Walls/Ceilings	65,000.00	-			-		65,000.00	-
17	2nd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
18	3rd Floor Rough Walls/Ceilings	65,000.00	-			-		65,000.00	-
19	3rd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
20	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	58,950.00			58,950.00	90%	6,550.00	5,895.00
24	Distribution Package	25,000.00	22,500.00	2,500.00		25,000.00	100%	-	2,500.00
25	Low Voltage Systems (FA, CCTV, CA, etc.	50,000.00	37,500.00	2,500.00		40,000.00	80%	10,000.00	4,000.00
26	2nd Sublevel 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	17,500.00	5,000.00		22,500.00	90%	2,500.00	2,250.00
29	2nd Floor Rough and Trim	25,000.00	17,500.00	5,000.00		22,500.00	90%	2,500.00	2,250.00
30	3rd Floor Rough and Trim	25,000.00	17,500.00	5,000.00		22,500.00	90%	2,500.00	2,250.00
31	4th Floor Rough and Trim	25,000.00	17,500.00	5,000.00		22,500.00	90%	2,500.00	2,250.00
32	Roof Plan	2,500.00	-			-		2,500.00	-
33	BUILDING #3-TYPE II		-			-		-	-
34	Light Fixture Package	65,500.00	58,950.00			58,950.00	90%	6,550.00	5,895.00
35	Distribution Package	25,000.00	22,500.00			22,500.00	90%	2,500.00	2,250.00
36	Low Voltage Systems (FA, CCTV, CA, etc.	50,000.00	20,000.00	5,000.00		25,000.00	50%	25,000.00	2,500.00
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	5,000.00	5,000.00		10,000.00	40%	15,000.00	1,000.00
40	2nd Floor Rough and Trim	25,000.00	5,000.00	5,000.00		10,000.00	40%	15,000.00	1,000.00
41	3rd Floor Rough and Trim	25,000.00	5,000.00	5,000.00		10,000.00	40%	15,000.00	1,000.00
42	4th Floor Rough and Trim	25,000.00	5,000.00	5,000.00		10,000.00	40%	15,000.00	1,000.00
43	Roof Plan	2,500.00	-			-		2,500.00	-
44	BUILDING #4-TYPE V (52 units)		-			-		-	-
45	Light Fixture Package	76,000.00	-			-		76,000.00	-

CAMCO-MW 00110
APCO-TR-EX0218-0066

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
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
46	Distribution Package	70,000.00	-			-		70,000.00	-
47	Low Voltage Systems (FA, CCTV, CA, etc	40,000.00	-			-		40,000.00	-
48	Underslab Branch Conduit & Wire	67,000.00	-			-		67,000.00	-
49	Garage & 1st floor deck-conduit/wire	275,000.00	-			-		275,000.00	-
50	1st Floor Rough Walls/Ceilings	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	-			-		65,000.00	-
53	2nd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
54	3rd Floor Rough Walls/Ceilings	65,000.00	-			-		65,000.00	-
55	3rd Floor Device and Fixture Trim	10,000.00	-			-		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	-			-		10,000.00	-
58	BUILDING #5-TYPE I (76 units)		-			-		-	-
59	Light Fixture Package	106,000.00	-			-		106,000.00	-
60	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	-			-		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	-
65	1st Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
66	2nd Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-
67	2nd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
68	3rd Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-
69	3rd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
70	4th Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-
71	4th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
72	BUILDING #6-TYPE I (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	-			-		50,000.00	-
76	Underslab Branch Conduit & Wire	85,000.00	-			-		85,000.00	-
77	Garage & 1st floor deck-conduit/wire	400,000.00	-			-		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	-			-		10,000.00	-
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/Ceilings	75,000.00	-			-		75,000.00	-
83	3rd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
84	4th Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-
85	4th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
86	BUILDING #7-TYPE III (76 units)		-			-		-	-
87	Light Fixture Package	141,000.00	92,250.00			92,250.00	65%	48,750.00	9,225.00
88	Distribution Package	225,000.00	158,000.00	34,000.00		192,000.00	85%	33,000.00	19,200.00
89	Low Voltage Systems (FA, CCTV, CA, etc	50,000.00	10,000.00	10,000.00		20,000.00	40%	30,000.00	2,000.00
90	Generator	100,000.00	95,000.00			95,000.00	95%	5,000.00	9,500.00
91	Underslab Branch Conduit & Wire	68,000.00	64,500.00			64,500.00	95%	3,500.00	6,450.00
92	Garage & 1st floor deck-conduit/wire	330,000.00	313,500.00			313,500.00	95%	16,500.00	31,350.00
93	1st Floor Rough Deck/Walls/Ceilings	95,500.00	47,750.00			47,750.00	50%	47,750.00	4,775.00
94	1st Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
95	2nd Floor Rough Deck/Walls/Ceilings	95,500.00	76,750.00	4,500.00		81,250.00	85%	14,250.00	8,125.00
96	2nd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
97	3rd Floor Rough Deck/Walls/Ceilings	95,500.00	76,750.00	4,500.00		81,250.00	85%	14,250.00	8,125.00

CAMCO-MW 00111

APCO-TR-EX0218-0067

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
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	66,850.00	14,400.00		81,250.00	85%	14,250.00	8,125.00
100	4th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
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 Device and Fixture Trim	10,000.00	-			-		10,000.00	-
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	-
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 Trim	10,000.00	-			-		10,000.00	-
107	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
108	8th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
109	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
110	9th Floor Device and Fixture Trim	5,000.00	-			-		5,000.00	-
111	BUILDING #8-TYPE I (76 units)		-			-		-	-
112	Light Fixture Package	108,000.00	84,500.00	11,000.00		95,500.00	90%	10,500.00	9,550.00
113	Distribution Package	83,000.00	78,500.00			78,500.00	95%	4,500.00	7,850.00
114	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
115	Underslab Branch Conduit & Wire	85,000.00	76,500.00			76,500.00	90%	8,500.00	7,650.00
116	Garage & 1st floor deck-conduit/wire	400,000.00	380,000.00			380,000.00	95%	20,000.00	38,000.00
117	1st Floor Rough Walls/Ceilings	75,000.00	71,250.00			71,250.00	95%	3,750.00	7,125.00
118	1st Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
119	2nd Floor Rough Walls/Ceilings	75,000.00	71,250.00			71,250.00	95%	3,750.00	7,125.00
120	2nd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
121	3rd Floor Rough Walls/Ceilings	75,000.00	67,750.00	3,500.00		71,250.00	95%	3,750.00	7,125.00
122	3rd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
123	4th Floor Rough Walls/Ceilings	75,000.00	67,750.00	3,500.00		71,250.00	95%	3,750.00	7,125.00
124	4th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
125	BUILDING #9-TYPE I (76 units)		-			-		-	-
126	Light Fixture Package	106,000.00	84,500.00	11,000.00		95,500.00	90%	10,500.00	9,550.00
127	Distribution Package	83,000.00	79,000.00			79,000.00	95%	4,000.00	7,900.00
128	Low Voltage Systems (FA, CCTV, CA, etc	50,000.00	36,000.00	10,000.00		46,000.00	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	7,650.00
130	Garage & 1st floor deck-conduit/wire	400,000.00	380,000.00			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	-
133	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	3rd Floor Rough Walls/Ceilings	75,000.00	67,750.00	3,500.00		71,250.00	95%	3,750.00	7,125.00
136	3rd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
137	4th Floor Rough Walls/Ceilings	75,000.00	67,750.00	3,500.00		71,250.00	95%	3,750.00	7,125.00
138	4th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
139	BUILDING #10-TYPE I (76 units)		-			-		-	-
140	Light Fixture Package	106,000.00	-			-		106,000.00	-
141	Distribution Package	83,000.00	-			-		83,000.00	-
142	Low Voltage Systems (FA, CCTV, CA, etc	50,000.00	-			-		50,000.00	-
143	Underslab Branch Conduit & Wire	85,000.00	-			-		85,000.00	-
144	Garage & 1st floor deck-conduit/wire	400,000.00	-			-		400,000.00	-
145	1st 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	-
149	3rd Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-

CAMCO-MW 00112

APCO-TR-EX0218-0068

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
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
150	3rd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
151	4th Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-
152	4th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
153	BUILDING #11-TYPE I (76 units)		-			-		-	-
154	Light Fixture Package	106,000.00	-			-		106,000.00	-
155	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	-			-		85,000.00	-
158	Garage & 1st floor deck-conduit/wire	400,000.00	-			-		400,000.00	-
159	1st Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-
160	1st Floor Device and Fixture 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	-			-		10,000.00	-
163	3rd Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-
164	3rd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
165	4th Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-
166	4th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
167	BUILDING #12-TYPE IV (56 units)		-			-		-	-
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	-			-		45,000.00	-
171	Underslab Branch Conduit & Wire	76,000.00	-			-		76,000.00	-
172	Garage & 1st floor deck-conduit/wire	350,000.00	-			-		350,000.00	-
173	1st Floor Rough Walls/Ceilings	70,000.00	-			-		70,000.00	-
174	1st Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
175	2nd Floor Rough Walls/Ceilings	70,000.00	-			-		70,000.00	-
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 Device and Fixture Trim	10,000.00	-			-		10,000.00	-
181	SITE LIGHTING		-			-		-	-
182	Furnish Landscape Lighting	257,000.00	-			-		257,000.00	-
183	Furnish Courtyard Lighting	59,000.00	-			-		59,000.00	-
184	Furnish Sports Lighting	6,000.00	-			-		6,000.00	-
185	Furnish Parking Lot Pole Lighting	64,000.00	-			-		64,000.00	-
186			-			-		-	-
187			-			-		-	-
188			-			-		-	-
189			-			-		-	-
190			-			-		-	-
191			-			-		-	-
192			-			-		-	-
193			-			-		-	-
194			-			-		-	-
195			-			-		-	-
196			-			-		-	-
197			-			-		-	-
198			-			-		-	-
199			-			-		-	-
200			-			-		-	-
201			-			-		-	-
202			-			-		-	-
203			-			-		-	-
204			-			-		-	-
205			-			-		-	-
	Original Contract Totals	13,230,000.00	4,648,325.00	268,900.00		4,917,225.00	37%	8,312,775.00	491,722.50

CAMCO-MW 00113

APCO-TR-EX0218-0069

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED 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					-		-	-
206	CO#1-Contract Adjustment (inc. above)					-		-	-
207	CO#2-Apco Trailer Hookup	1,622.00	1,622.00	-		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#5-Delete Utility Stubs Phase I	(15,000.00)	(15,000.00)	-		(15,000.00)	100%	-	(1,500.00)
211	CO#6-Delete Site Conduits-Phase I & II	(13,000.00)	(13,000.00)	-		(13,000.00)	100%	-	(1,300.00)
212	CO#7-Building #9 Options	54,543.00	26,281.96	13,500.00		39,781.96	73%	14,761.04	3,978.20
213	CO#8a-Building #8 Options	62,053.00	27,096.00	12,500.00		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	3,986.64
215	C2 Split Delta 5	53,756.00	-	26,000.00		26,000.00	48%	27,756.00	2,600.00
216	Delta 3 Changes	92,117.00	24,180.75	22,000.00		46,180.75	50%	45,936.25	4,618.08
217	Delta 5 Changes	94,990.00	24,935.00	23,000.00		47,935.00	50%	47,055.00	4,793.50
218			-			-		-	-
219			-			-		-	-
220			-			-		-	-
221			-			-		-	-
222						-		-	-
223						-		-	-
224						-		-	-
225						-		-	-
226						-		-	-
227						-		-	-
228						-		-	-
229						-		-	-
230	Delta 2 Changes $354,780.00					-		-	-
231	Add Dampers Exhaust Fans $69,900.00					-		-	-
232						-		-	-
233						-		-	-
234						-		-	-
235						-		-	-
236						-		-	-
237						-		-	-
	Total Change Orders	394,837.00	119,982.11	103,000.00		222,982.11	56%	171,854.89	22,298.21
	Total Revised Contract	13,624,837.00	4,768,307.11	371,900.00		5,140,207.11	38%	8,484,629.89	514,020.71

CAMCO-MW 00114

APCO-TR-EX0218-0070

HELIX ELECTRIC

MATERIAL STORED BILLING STATUS

MANHATTAN WEST

PERIOD: Aug-08

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	$ 26,000.00		$ 26,000.00	$ -
35	$ 15,000.00		$ 15,000.00	$ -
87	$ 48,250.00		$ 48,250.00	$ -
88	$ 38,000.00		$ 38,000.00	$ -
93	$ 20,000.00		$ 20,000.00	$ -
95	$ 20,000.00		$ 20,000.00	$ -
97	$ 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		$ 7,500.00	$ -
121	$ 7,500.00		$ 7,500.00	$ -
123	$ 7,500.00		$ 7,500.00	$ -
126	$ 39,500.00		$ 39,500.00	$ -
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		$ 7,500.00	$ -
TOTALS	$ 618,250.00	$ -	$ 618,250.00	$ -