

**IN THE SUPREME COURT OF THE STATE OF NEVADA**

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**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.

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**JOINT APPENDIX**  
**VOLUME 58**

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**CHRONOLOGICAL APPENDIX OF EXHIBITS**

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
06-24-09	<b>Helix Electric’s Statement of Facts Constituting Lien and Third-Party Complaint</b>	<b>JA000001- JA000015</b>	<b>1</b>
<b>08-05-09</b>	<b>APCO’s Answer to Helix’s Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint</b>	<b>JA000016 – JA000030</b>	<b>1</b>
<b>04-26-10</b>	<b>CAMCO and Fidelity’s Answer and CAMCO’s Counterclaim</b>	<b>JA000031- JA000041</b>	<b>1</b>
<b>07-02-10</b>	<b>Order Striking Defendant Gemstone Development West, Inc.’s Answer and Counterclaim and Entering Default</b>	<b>JA000042- JA000043</b>	<b>1</b>
<b>06-06-13</b>	<b>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</b>	<b>JA000044- JA000054</b>	<b>1</b>
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	Exhibit A – Excerpt from 30(b)(6) Witness for Helix Electric of Nevada, LLC taken July 20, 2017	JA000410- JA000412	7
09-28-17	<b>Peel Brimley Lien Claimants' Reply to Oppositions to Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements</b>	JA000413- JA000418	7
11-06-17	<b>Peel Brimley Lien Claimants' Motion in Limine Nos. 1-6</b>	JA000419- JA000428	7

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	Exhibit 4 – Cactus Rose Construction, Inc.’s First Set of Request for Admissions to Camco Pacific Construction	JA00490 JA000500	8
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<b>11-06-17</b>	<b>Helix Electric of Nevada’s Motion <i>in Limine</i> Nos. 1-4</b>	<b>JA000534- JA000542</b>	<b>8</b>
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<sup>1</sup> Filed January 31, 2018

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	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

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	Exhibit 77 - Helix Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA002457- JA002494	43
	<b>Zitting Brothers Related Exhibits:</b>		
	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
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	Trial Exhibit 108 - Photo of Video (Construction Project)	JA002530- JA002531	44
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<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
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	Trial Exhibit 113 -Photo of Video (Construction Project)	JA002550- JA002541	44
	Trial Exhibit 114 -Photo of Video (Construction Project)	JA002542- JA002543	44
	Trial Exhibit 115 - Progress Payment No. 9 Remitted to Zitting	JA002544- JA002545	44
	Trial Exhibit 116 - Ratification and Amendment of Subcontract Agreement between Buchele and Camco	JA002546- JA002550	44
	Trial Exhibit 117 - C to the Ratification	JA002551- JA002563	44
	Trial Exhibit 118 - Q&A from Gemstone to subcontracts	JA002564- JA002567	44
	Trial Exhibit 119 - Check No. 528388 payable to APCO (\$33,847.55) – Progress Payment No. 8.1 and 8.2	JA002568- JA002571	44
	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
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	Trial Exhibit 152 -Terms & Conditions modified by APCO, Invoices and Check Payment	JA002592- JA002598	46
	<b>National Wood Products Related Exhibits:</b>		
	Trial Exhibit 160 - Documents provided for settlement	JA002599- JA002612	46
	<b>CAMCO Related Exhibits:</b>		
	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
	<b>Helix Related Exhibits:</b>		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
	<b>National Wood/Cabinetec Related Exhibits:</b>		
	Trial Exhibit 184 - Ratification and Amendment of Subcontract Agreement between CabineTec and Camco (fully executed copy)	JA002798- JA002825	49
	<b>General Related Exhibits:</b>		
	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
	<b>Helix Trial Exhibits:</b>		
	Trial Exhibit 501 - Payment Summary	JA003339 – JA003732	55/56/57 /58/59/60
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<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 510 - Unsigned Subcontract	JA003814- JA003927	61/62
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	Trial Exhibit 522 - Camco Billing	JA004035- JA005281	63/64/65 /66/67/ 68/69/70/ 71/72 /73/74/75 /76/77
<b>01-19-18</b>	<b>Order Denying APCO Construction's Motion for Reconsideration of Order Granting Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements</b>	<b>JA005282- JA005283</b>	<b>78</b>
<b>01-18-18</b>	<b>Transcript – Bench Trial (Day 2)<sup>2</sup></b>	JA005284- JA005370	78
	Trial Exhibit 535 – Deposition Transcript of Andrew Rivera (Exhibit 99) ( <i>Admitted</i> )	JA005371- JA005623	78/79/80
<b>01-19-18</b>	<b>Transcript – Bench Trial (Day 3)<sup>3</sup></b>	JA005624- JA005785	80
	Trial Exhibit 231 – Helix Electric's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint ( <i>Admitted</i> )	JA005786- JA005801	80
	Trial Exhibit 314 - Declaration of Victor Fuchs in support of Helix's Motion for Partial Summary Judgment against Gemstone ( <i>Admitted</i> )	JA005802- JA005804	80

<sup>2</sup> Filed January 31, 201879

<sup>3</sup> Filed January 31, 2018

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 320 – June-August Billings—not paid to APCO ( <i>Admitted</i> )	JA005805	80
	Trial Exhibit 321 – Overpayments to Cabinetec ( <i>Admitted</i> )	JA005806-	80
	Trial Exhibit 536 – Lien math calculations (handwritten) ( <i>Admitted</i> )	JA005807- JA005808	80
	Trial Exhibit 804 – Camco Correspondence ( <i>Admitted</i> )	JA005809- JA005816	80
	Trial Exhibit 3176 – APCO Notice of Lien ( <i>Admitted</i> )	JA005817- JA005819	81
<b>01-24-18</b>	<b>Transcript – Bench Trial (Day 5)<sup>4</sup></b>	<b>JA005820- JA005952</b>	81
<b>03-08-18</b>	<b>Letter to Judge Denton submitting Helix Electric of Nevada, LLC’s (Proposed) Findings of Fact and Conclusions of Law</b>	<b>JA005953- JA005985</b>	<b>81</b>
<b>03-08-18</b>	<b>Letter to Judge Denton submitting APCO Construction, Inc.’s Proposed Findings of Fact and Conclusions of Law</b>	<b>JA005986- JA006058</b>	<b>8/821</b>
<b>03-08-18</b>	<b>APCO Construction Inc.’s Post-Trial Brief</b>	<b>JA006059- JA006124</b>	<b>82/83</b>
<b>03-23-18</b>	<b>APCO Opposition to Helix Electric of Nevada, LLC’s Findings of Fact and Conclusions of Law</b>	<b>JA006125- JA006172</b>	<b>83/84</b>
<b>03-23-18</b>	<b>Helix Electric of Nevada, LLC’s Responses to APCO Construction’s Post-Trial Brief</b>	<b>JA006173- JA006193</b>	<b>84</b>
<b>04-25-18</b>	<b>Findings of Fact and Conclusions of Law and Order as the Claims of Helix Electric and Cabinetec Against APCO</b>	<b>JA006194- JA006264</b>	<b>84/85</b>

<sup>4</sup> Filed January 31, 201883



<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
<b>05-08-18</b>	<b>APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.</b>	<b>JA006265- JA006284</b>	<b>85</b>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Exhibit 7B – Time Recap	JA006443- JA006474	88
	Exhibit 8 – Declaration of Cody S. Munteer, 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
<b>05-08-18</b>	<b>Helix Electric of Nevada, LLC’s Motion to Retax Costs Re: Defendant APCO Construction’s Memorandum of Costs and Disbursements</b>	<b>JA006509- JA006521</b>	<b>89</b>
<b>05-31-18</b>	<b>Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC Against Camco Construction, Co., Inc.]</b>	<b>JA006522 JA006540</b>	<b>89</b>
<b>06-01-18</b>	<b>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.]</b>	<b>JA006541 JA006550</b>	<b>90</b>
<b>06-01-18</b>	<b>Helix Electric of Nevada, LLC’s Motion for Attorneys’ Fees, Interest and Costs</b>	<b>JA006551- JA006563</b>	<b>90</b>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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
<b>06-15-18</b>	<b>APCO Construction, Inc.’s Opposition to Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.’s Motions to Retax Costs</b>	<b>JA006615- JA006637</b>	<b>90/91</b>
	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
<b>06-15-18</b>	<b>Helix Electric of Nevada, LLC’s Opposition to APCO Construction’s Motion for Attorneys’ Fees and Costs</b>	<b>JA006917 – JA006942</b>	<b>96</b>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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 <i>En Banc</i> 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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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 <i>in Limine</i>	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Judgment Precluding Defenses Based on Pay-if-Paid Agreements		
	Exhibit 15 – Notice of Association of Counsel	JA007088- JA007094	97
<b>06-15-18</b>	<b>Plaintiff in Intervention National Wood Products, Inc.’s Opposition to APCO Construction’s Motion for Attorneys’ Fees and Costs</b>	<b>JA007095- JA007120</b>	<b>97/98</b>
<b>06-15-18</b>	<b>Declaration of S. Judy Hirahara in support of National Woods’s Opposition to APCO Construction’s Motion for Attorneys’ Fees and Costs</b>	<b>JA007121- JA007189</b>	<b>98</b>
<b>06-18-18</b>	<b>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</b>	<b>JA007190- JA007192</b>	<b>99</b>
<b>06-21-18</b>	<b>Helix Electric of Nevada, LLC’s Notice of Non-Opposition to its Motion for Attorney’s Fees, Interest and Costs</b>	<b>JA007193- JA007197</b>	<b>99</b>
<b>06-29-18</b>	<b>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.</b>	<b>JA007198- JA007220</b>	<b>99</b>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
<b>08-06-19</b>	<b>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</b>	<b>JA007316- JA007331</b>	<b>101</b>
	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



<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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
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	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Exhibit 16 – Notice of Appeal	JA008799- JA008810	113
<b>08-16-19</b>	<b>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</b>	<b>JA008811- JA008821</b>	<b>114</b>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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
<b>08-29-19</b>	<b>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)</b>	<b>JA009117- JA009123</b>	<b>119</b>



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	<b>Dismiss All Unresolved Claims and/or (III) In The Alternative for a Rule 54(B) Certification as to Helix and APCO</b>		
<b>01-03-20</b>	<b>Notice of Entry of Order Granting Helix Electric of Nevada, LLC's Motion for Rule 54(b) Certification</b>	<b>JA009124- JA009131</b>	<b>119</b>
<b>01-29-20</b>	<b>Notice of Appeal</b>	<b>JA009132- JA009136</b>	<b>119/120</b>
	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
<b>02-11-20</b>	<b>Case Appeal Statement</b>	<b>JA009157- JA009163</b>	120
<b>02-11-20</b>	<b>APCO's Notice of Cross Appeal</b>	<b>JA009164- JA010310</b>	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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**

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
<b>08-05-09</b>	<b>APCO's Answer to Helix's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint</b>	<b>JA000016 – JA000030</b>	<b>1</b>
<b>05-08-18</b>	<b>APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.</b>	<b>JA006265- JA006284</b>	<b>85</b>
	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. Munteer, 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
<b>06-06-13</b>	<b>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</b>	<b>JA000044- JA000054</b>	<b>1</b>
	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
<b>02-11-20</b>	<b>APCO’s Notice of Cross Appeal</b>	<b>JA009164- JA010310</b>	<b>120</b>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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
<b>11-06-17</b>	<b>APCO Construction, Inc.'s Omnibus Motion in Limine</b>	<b>JA000590 JA000614</b>	<b>9</b>
	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
<b>03-23-18</b>	<b>APCO Opposition to Helix Electric of Nevada, LLC’s Findings of Fact and Conclusions of Law</b>	<b>JA006125- JA006172</b>	<b>83/84</b>
<b>08-16-19</b>	<b>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</b>	<b>JA008811- JA008821</b>	<b>114</b>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Pacific Construction Company, Inc.'s Counterclaim		
	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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	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
<b>11-14-17</b>	<b>APCO Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC's Motions in Limine Nos. 1-4</b>	<b>JA000929- JA000940</b>	<b>13/14</b>
	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
<b>08-21-17</b>	<b>APCO Construction's Opposition to Peel Brimley Lien Claimants' Partial Motion for Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements</b>	<b>JA000393- JA000409</b>	<b>6/7</b>
	Exhibit A – Excerpt from 30(b)(6) Witness for Helix Electric of Nevada, LLC taken July 20, 2017	JA000410- JA000412	7
<b>03-08-18</b>	<b>APCO Construction Inc.'s Post-Trial Brief</b>	<b>JA006059- JA006124</b>	<b>82/83</b>
<b>11-15-17</b>	<b>APCO Construction, Inc.'s Reply in Support of its Omnibus Motion in Limine</b>	<b>JA001133 JA001148</b>	<b>21</b>



<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Exhibit 1 – Special Master Report Regarding Discovery Status	JA001149- JA001151	21
	Exhibit 2 – Notice of Taking NRCP Rule 30(b)(6) Deposition of the Person Most Knowledgeable for Zitting Brothers Construction, Inc.	JA001152- JA001160	21
<b>06-29-18</b>	<b>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.</b>	<b>JA007198- JA007220</b>	<b>99</b>
	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
<b>04-26-10</b>	<b>CAMCO and Fidelity’s Answer and CAMCO’s Counterclaim</b>	<b>JA000031- JA000041</b>	<b>1</b>
<b>11-14-17</b>	<b>Camco Pacific Construction Company, Inc.’s Opposition to Lien Claimants’ Motions in Limine Nos. 1-6</b>	<b>JA000898- JA000905</b>	<b>12</b>
	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
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<b>02-11-20</b>	<b>Case Appeal Statement</b>	<b>JA009157- JA009163</b>	<b>120</b>

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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 <i>in Limine</i> 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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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
<b>08-06-19</b>	<b>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</b>	<b>JA007316- JA007331</b>	<b>101</b>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
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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
	Exhibit 10 (Part Two)	JA008142- JA008149	109
	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

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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 Constituting Lien and Third-Party Complaint and Camco Pacific Construction Company Inc.’s Counterclaim	JA008323- JA008338	110
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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 Cabenotec 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
	Exhibit 10W – Notice of Entry of Stipulation and Order Dismissal	JA008505- JA008512	111
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	Exhibit 10Y – Heinaman Contract Glazing’s Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008518- JA008549	111
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	Exhibit 10DD - Bruin Painting Corporation's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA008589- JA00861	112
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	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
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<b>09-28-17</b>	<b>Peel Brimley Lien Claimants’ Reply to Oppositions to Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements</b>	<b>JA000413- JA00418</b>	<b>7</b>
<b>01-09-18</b>	<b>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</b>	<b>JA001552- JA001560</b>	<b>27</b>
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	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
	<b>Zitting Brothers Related Exhibits:</b>		
	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

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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 120 - Tri-City Drywall Pay Application No. 7 to APCO as submitted to Owner. Show percentage complete for Zitting	JA002572- JA002575	44/45
	Trial Exhibit 127 - Photo of Video (Construction Project)	JA002576- JA002577	45/46
	Trial Exhibit 128 - Photo of Video (Construction Project)	JA002578- JA002579	46
	Trial Exhibit 129 - Photo of Video (Construction Project)	JA002580- JA002581	46
	Trial Exhibit 138 - Memo from Scott Financial to Nevada State Contractors Board Re: Explanation of Project Payment Process	JA002582- JA002591	46
	Trial Exhibit 152 -Terms & Conditions modified by APCO, Invoices and Check Payment	JA002592- JA002598	46
	<b>National Wood Products Related Exhibits:</b>		
	Trial Exhibit 160 - Documents provided for settlement	JA002599- JA002612	46
	<b>CAMCO Related Exhibits:</b>		
	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
	<b>Helix Related Exhibits:</b>		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



<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 171 - Work Order No. 100	JA002714- JA002718	48
	Trial Exhibit 172 - Letter from J. Griffith to Victor Fuchs Re: Gemstone's intention to continue retention of Helix w/copy of Ratification and Amendment of Subcontract Agreement	JA002719- JA002730	48
	Trial Exhibit 173 - Helix Pay Application No. 16713-012 to Camco with proof of payment	JA002731- JA002745	48
	Trial Exhibit 174 - Helix Change Order Request No. 28	JA002746- JA002747	48
	Trial Exhibit 175 - Change Notice No. 41	JA002748- JA002751	48
	Trial Exhibit 176 - Helix Pay Application No. 16713-013 to Camco	JA002752- JA002771	48/49
	Trial Exhibit 177 - Helix Pay Application No. 16713-014 to Camco	JA002772- JA002782	49
	Trial Exhibit 178 - Camco's letter to Helix rejecting Pay Application No. 16713-015 with attached copy of Pay Application	JA002783 JA002797	49
	<b>National Wood/Cabinetec Related Exhibits:</b>		
	Trial Exhibit 184 - Ratification and Amendment of Subcontract Agreement between CabineTec and Camco (fully executed copy)	JA002798- JA002825	49
	<b>General Related Exhibits:</b>		
	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
	<b>Helix Trial Exhibits:</b>		

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 501 - Payment Summary	JA003339 – JA003732	55/56/57/ 58/59/60
	Trial Exhibit 508 – Helix Pay Application	JA003733- JA003813	60/61
	Trial Exhibit 510 - Unsigned Subcontract	JA003814- JA003927	61/62
	Trial Exhibit 512 - Helix’s Lien Notice	JA003928- JA004034	62/63
	Trial Exhibit 522 - Camco Billing	JA004035- JA005281	63/64/65/66/6 7/ 68/69/70 /71/72 /73/74/75/ 76/77
<b>01-17-18</b>	<b>Transcript Bench Trial (Day 1)<sup>5</sup></b>	<b>JA001668- JA001802</b>	<b>29/30</b>
	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

<sup>5</sup> Filed January 31, 2018

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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 162 - Amended and Restated General Construction Agreement between Gemstone and CAMCO ( <i>Admitted</i> )	JA002147- JA002176	35/36
	Trial Exhibit 212 - Letter from Edelstein to R. Nickerl re: NRS 624 Notice ( <i>Admitted</i> )	JA002177- JA002181	36
	Trial Exhibit 215 - Email from C. Colligan to Subcontractors re: 48-hour Termination Notice ( <i>Admitted</i> )	JA002182- JA002185	36
	Trial Exhibit 216 - Email from C. Colligan re: Meeting with Subcontractors ( <i>Admitted</i> )	JA002186- JA002188	36
	Trial Exhibit 506 – Email and Contract Revisions ( <i>Admitted</i> )	JA002189 – JA002198	36
<b>01-18-18</b>	<b>Transcript – Bench Trial (Day 2)<sup>6</sup></b>	JA005284- JA005370	78
	Trial Exhibit 535 – Deposition Transcript of Andrew Rivera (Exhibit 99) ( <i>Admitted</i> )	JA005371- JA005623	78/79/80
<b>01-19-18</b>	<b>Transcript – Bench Trial (Day 3)<sup>7</sup></b>	JA005624- JA005785	80
	Trial Exhibit 231 – Helix Electric’s Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint ( <i>Admitted</i> )	JA005786- JA005801	80
	Trial Exhibit 314 - Declaration of Victor Fuchs in support of Helix’s Motion for Partial Summary Judgment against Gemstone ( <i>Admitted</i> )	JA005802- JA005804	80
	Trial Exhibit 320 – June-August Billings—not paid to APCO ( <i>Admitted</i> )	JA005805	80
	Trial Exhibit 321 – Overpayments to Cabinetec ( <i>Admitted</i> )	JA005806-	80

<sup>6</sup> Filed January 31, 201879

<sup>7</sup> Filed January 31, 2018

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

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<sup>8</sup> Filed January 31, 2018



**Helix Electric**  
CONSTRUCTORS • ENGINEERS

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

INVOICE # 16713-006R1  
CUSTOMER # 1611

JOB # 16713  
FILE # 1  
OTHER \_\_\_\_\_

INVOICE DATE: 20-Mar-08  
PERIOD THRU: 3/20/2008  
OUR JOB NO.: 16713  
JOB NAME: Manhattan West

YOUR JOB NO.:

ORIGINAL CONTRACT		13,230,000.00
CHANGE ORDER THROUGH #		(16,378.00)
CONTRACT AMOUNT TO DATE		13,213,622.00
GROSS BILLING	25%	3,290,697.00
PREVIOUSLY BILLED		3,033,700.00
GROSS CURRENT PERIOD		256,997.00
RETENTION	10%	25,699.70
NET AMOUNT DUE THIS PERIOD		231,297.30
OUTSTANDING FROM PRIOR PERIOD	Inv #16713-004	743,400.00
	Inv #16713-005R1	236,250.00
TOTAL AMOUNT DUE		1,210,947

Pursuant to B&P code section 7102.5 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

HELIX00191

HELIX-TR-EX-501-184

JA003522

# APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

Page 1 of 2

TO (Owner): **Apco Construction**  
 3432 N. 5th Street  
 North Las Vegas, Nv. 89032  
 Attn: Shawn Bowne

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

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

APPLICATION NUMBER: 16713-006R1  
 PERIOD TO: 3/20/2008  
 PROJECT NOS  
 CONTRACT DATE:

Distribution to:

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

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.

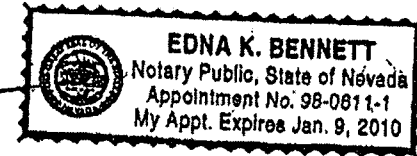
<b>1. PARTIAL CONTRACT SUM</b>	\$ 13,230,000.00
<b>2. Net change by Change Orders</b>	(16,378.00)
<b>3. CONTRACT SUM TO DATE (Line 1+2)</b>	\$ 13,213,622.00
<b>4. TOTAL COMPLETED &amp; STORED TO DATE</b> (Column G on G703)	\$ 3,290,697.00
<b>6. RETAINAGE:</b>	
a. 10% of Completed Work (Column D + E on G703)	\$ 329,069.70
b. 10% of Stored Material (Column F on G703)	\$ -
<b>Total Retainage (Line 5a + 5b or     Total in Column I of G703)</b>	\$ 329,069.70
<b>6. TOTAL EARNED LESS RETAINAGE</b> (Line 4 less Line 5 Total)	\$ 2,961,627.30
<b>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT</b> (Line 6 from prior Certificate)	\$ 2,730,330.00
<b>8. CURRENT PAYMENT DUE</b>	\$ 231,297.30
<b>9. BALANCE TO FINISH, PLUS RETAINAGE</b> (Line 3 less Line 6)	\$ 10,251,994.70

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total Approved this Month		
<b>TOTALS</b>	-	-
<b>NET CHANGES by Change Order</b>	(16,378.00)	

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: Robert D Johnson Date: 3/20/08  
 Robert D Johnson, Vice President

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



## 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..... \$231,297.30

(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: \_\_\_\_\_ 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.

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, including

APPLICATION NUMBER: 16713-006R1

Contractor's signed Certification is attached.

APPLICATION DATE: 3/20/2008

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

PERIOD TO: 3/20/2008

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

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			D FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD					
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	25,000.00	5,000.00		30,000.00	25%	90,000.00	3,000.00
4	Project Engineer, CAD, Project Assistant	75,000.00	37,250.00	3,125.00		40,375.00	54%	34,625.00	4,037.50
5	Electrical Permits	65,000.00	35,000.00			35,000.00	54%	30,000.00	3,500.00
6	Submittals	10,000.00	10,000.00			10,000.00	100%	-	1,000.00
7	Supervision/Planning/Coordination	120,000.00	60,500.00	11,500.00		72,000.00	60%	48,000.00	7,200.00
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	Underlab 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	26,000.00			26,000.00	40%	39,500.00	2,600.00
24	Distribution Package	25,000.00	-			-		25,000.00	-
25	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	5,000.00			5,000.00	10%	45,000.00	500.00
26	2nd Sublevel Garage UG and Deck	200,000.00	180,000.00			180,000.00	90%	20,000.00	18,000.00
27	1st Sublevel Garage and Deck	255,000.00	229,500.00			229,500.00	90%	25,500.00	22,950.00
28	1st Floor Rough and Trim	25,000.00	-			-		25,000.00	-
29	2nd Floor Rough and Trim	25,000.00	-			-		25,000.00	-
30	3rd Floor Rough and Trim	25,000.00	-			-		25,000.00	-
31	4th Floor Rough and Trim	25,000.00	-			-		25,000.00	-
32	Roof Plan	2,500.00	-			-		2,500.00	-
33	BUILDING #3-TYPE II								
34	Light Fixture Package	65,500.00	26,000.00			26,000.00	40%	39,500.00	2,600.00
35	Distribution Package	25,000.00	-			-		25,000.00	-
36	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	5,000.00			5,000.00	10%	45,000.00	500.00
37	2nd Sublevel Garage UG and Deck	200,000.00	180,000.00			180,000.00	90%	20,000.00	18,000.00
38	1st Sublevel Garage and Deck	255,000.00	229,500.00			229,500.00	90%	25,500.00	22,950.00
39	1st Floor Rough and Trim	25,000.00	-			-		25,000.00	-
40	2nd Floor Rough and Trim	25,000.00	-			-		25,000.00	-
41	3rd Floor Rough and Trim	25,000.00	-			-		25,000.00	-
42	4th Floor Rough and Trim	25,000.00	-			-		25,000.00	-
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	-



ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETE		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
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
48	Distribution Package	70,000.00	-	-	-	-	70,000.00	-	
47	Low Voltage Systems (FA, CCTV, CA, etc)	40,000.00	-	-	-	-	40,000.00	-	
48	Underlab 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	108,000.00	-	-	-	-	108,000.00	-	
60	Distribution Package	83,000.00	-	-	-	-	83,000.00	-	
61	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	-	-	-	-	50,000.00	-	
62	Underlab 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	108,000.00	-	-	-	-	108,000.00	-	
74	Distribution Package	83,000.00	-	-	-	-	83,000.00	-	
75	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	-	-	-	-	50,000.00	-	
76	Underlab 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	48,250.00	-	-	48,250.00	92,750.00	4,825.00	
88	Distribution Package	225,000.00	38,000.00	-	-	38,000.00	187,000.00	3,800.00	
89	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	2,500.00	-	-	2,500.00	47,500.00	250.00	
90	Generator	100,000.00	-	-	-	-	100,000.00	-	
91	Underlab Branch Conduit & Wire	65,000.00	51,000.00	-	-	51,000.00	17,000.00	5,100.00	
92	Garage & 1st floor deck-conduit/wire	330,000.00	313,500.00	-	-	313,500.00	16,500.00	31,350.00	
93	1st Floor Rough Walls/Ceilings	95,500.00	20,000.00	-	-	20,000.00	75,500.00	2,000.00	
94	1st Floor Device and Fixture Trim	10,000.00	-	-	-	-	10,000.00	-	
95	2nd Floor Rough Walls/Ceilings	85,500.00	20,000.00	-	-	20,000.00	75,500.00	2,000.00	
96	2nd Floor Device and Fixture Trim	10,000.00	-	-	-	-	10,000.00	-	
97	3rd Floor Rough Walls/Ceilings	95,500.00	20,000.00	-	-	20,000.00	75,500.00	2,000.00	

HELIX00194

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		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
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
98	3rd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
99	4th Floor Rough Walls/Ceilings	95,500.00	20,000.00	-	-	20,000.00	21%	75,500.00	2,000.00
100	4th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
101	5th Floor Rough Walls/Ceilings	95,500.00	20,000.00	-	-	20,000.00	21%	75,500.00	2,000.00
102	5th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
103	6th Floor Rough Walls/Ceilings	95,500.00	20,000.00	-	-	20,000.00	21%	75,500.00	2,000.00
104	6th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
105	7th Floor Rough Walls/Ceilings	95,500.00	20,000.00	-	-	20,000.00	21%	75,500.00	2,000.00
106	7th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
107	8th Floor Rough Walls/Ceilings	95,500.00	20,000.00	-	-	20,000.00	21%	75,500.00	2,000.00
108	8th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
109	9th Floor Rough Walls/Ceilings	95,500.00	20,000.00	-	-	20,000.00	21%	75,500.00	2,000.00
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	39,500.00	-	-	39,500.00	37%	68,500.00	3,860.00
113	Distribution Package	83,000.00	63,000.00	-	-	63,000.00	76%	20,000.00	6,300.00
114	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	10,000.00	-	-	10,000.00	20%	40,000.00	1,000.00
115	Underlab 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	20,000.00	-	380,000.00	95%	20,000.00	38,000.00
117	1st Floor Rough Walls/Ceilings	75,000.00	15,000.00	41,250.00	-	56,250.00	75%	18,750.00	6,625.00
118	1st Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
119	2nd Floor Rough Walls/Ceilings	75,000.00	15,000.00	41,250.00	-	56,250.00	75%	18,750.00	6,625.00
120	2nd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
121	3rd Floor Rough Walls/Ceilings	75,000.00	15,000.00	22,500.00	-	37,500.00	50%	37,500.00	3,750.00
122	3rd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
123	4th Floor Rough Walls/Ceilings	75,000.00	7,500.00	11,250.00	-	18,750.00	25%	56,250.00	1,875.00
124	4th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
125	BUILDING #9-TYPE I (76 units)	-	-	-	-	-	-	-	-
126	Light Fixture Package	108,000.00	39,500.00	-	-	39,500.00	37%	68,500.00	3,950.00
127	Distribution Package	83,000.00	68,000.00	-	-	68,000.00	82%	15,000.00	6,800.00
128	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	10,000.00	-	-	10,000.00	20%	40,000.00	1,000.00
129	Underlab 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	20,000.00	-	380,000.00	95%	20,000.00	38,000.00
131	1st Floor Rough Walls/Ceilings	75,000.00	15,000.00	41,250.00	-	56,250.00	75%	18,750.00	6,625.00
132	1st Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
133	2nd Floor Rough Walls/Ceilings	75,000.00	15,000.00	22,500.00	-	37,500.00	50%	37,500.00	3,750.00
134	2nd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
135	3rd Floor Rough Walls/Ceilings	75,000.00	15,000.00	22,500.00	-	37,500.00	50%	37,500.00	3,750.00
136	3rd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
137	4th Floor Rough Walls/Ceilings	75,000.00	7,500.00	11,250.00	-	18,750.00	25%	56,250.00	1,875.00
138	4th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
139	BUILDING #10-TYPE I (76 units)	-	-	-	-	-	-	-	-
140	Light Fixture Package	108,000.00	-	-	-	-	-	108,000.00	-
141	Distribution Package	83,000.00	-	-	-	-	-	83,000.00	-
142	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	-	-	-	-	-	50,000.00	-
143	Underlab 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	-

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLET		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
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
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	98,000.00	-	-	-	-	98,000.00	-	
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	69,000.00	-	-	-	-	69,000.00	-	
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	3,033,700.00	273,375.00		3,307,075.00	25%	9,922,925.00	330,707.50

HELIX00196

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	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								
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	(15,000.00)		(15,000.00)		(15,000.00)	100%		(1,300.00)
212									
213									
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237									
Total Change Orders		(16,378.00)		(16,378.00)		(16,378.00)	100%		(1,637.80)
Total Revised Contract		13,215,622.00	3,033,700.00	258,997.00		3,290,697.00	25%	9,922,625.00	328,069.70



# APCO CONSTRUCTION

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

## CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name:	<u>Manhattan West</u>
Property Location:	<u>9255 W Russell Road Las Vegas, NV 89148</u>
Undersigned's Customer:	<u>APCO Construction</u>
Inv./Pmt Application No:	<u>16713-006R1</u>
Payment Amount:	<u>\$231,297.30</u>

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 the 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 laborers, subcontractors, materialmen and suppliers for all work, materials or equipment that are the subject of the waiver and release.

Dated: March 20, 2008

Helix Electric

By: 

Its: Robert D Johnson, Vice President

HELIX00198



Helix Electric  
CONSTRUCTORS • ENGINEERS

# LETTER OF TRANSMITTAL

DATE:	3/21/2008	JOB NO.	16713
RE:	Manhattan West		
PWP#:			

TO: APCO Construction  
3432 N 5th Street  
N Las Vegas, NV 89032

ATTN: Shawn Bowne/Mary Jo

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	3/20/2008		Payment Application Inv # 16713-006R1
1	3/20/2008		Conditional Release 3/31/2008

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

Received by: \_\_\_\_\_

PO# \_\_\_\_\_

FX# (702) 450-8227

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

3078 E. Sunset Road, Suite 9, Las Vegas, NV 89120 (702) 732-1188 Fax: (702) 732-4386  
Nevada Contractor's License No. 0053810



**Helix Electric**  
CONSTRUCTORS • ENGINEERS

**LETTER OF TRANSMITTAL**

DATE:	3/20/2008	JOB NO.	16713
RE:	Manhattan West		
PYWP#:			

TO: APCO Construction  
3432 N 5th Street  
N Las Vegas, NV 89032  
ATTN: Shawn Bowne/Mary Jo

- 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	3/20/2008		Payment Application      Inv # 16713-006
1	3/20/2008		Conditional Release      3/31/2008

- THESE ARE TRANSMITTED as checked below:
- As requested       Approved as noted       Submit \_\_\_\_\_ copies for distribution
- For review and comment       Returned for corrections       Return \_\_\_\_\_ corrected prints
- FOR BIDS DUE \_\_\_\_\_ 20 \_\_\_\_\_       PRINTS RETURNED AFTER LOAN TO US

REMARKS:

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Name: Edna K Bennett  
Title: Project Assistant

Received by:   
Date: 3/27/08



**Helix Electric**  
CONSTRUCTORS • ENGINEERS

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

INVOICE # 16713-006

CUSTOMER # 1611

INVOICE DATE: 20-Mar-08

PERIOD THRU: 3/20/2008

OUR JOB NO.: 16713

JOB NAME: Manhattan West

YOUR JOB NO.:

ORIGINAL CONTRACT		13,230,000.00
CHANGE ORDER THROUGH #		(16,378.00)
CONTRACT AMOUNT TO DATE		13,213,622.00
GROSS BILLING	25%	3,290,697.00
PREVIOUSLY BILLED		3,045,322.00
GROSS CURRENT PERIOD		245,375.00
RETENTION	10%	24,537.50
NET AMOUNT DUE THIS PERIOD		220,837.50
OUTSTANDING FROM PRIOR PERIOD	Inv #16713-004	743,400.00
	Inv #16713-005	246,709.80
TOTAL AMOUNT DUE		1,210,947

Pursuant to B&P code section 7101.5 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

HELIX00201

JOB # 11,713  
FILE # 1  
OTHER



# APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

Page 1 of 2

TO (Owner): *Apco Construction*  
 3432 N. 5th Street  
 North Las Vegas, Nv. 89032  
 Attn: Shawn Bowne

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

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

VIA (ARCHITECT):

APPLICATION NUMBER: 16713-006  
 PERIOD TO: 3/20/2008  
 PROJECT NOS  
 CONTRACT DATE:

Distribution to:

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

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.

<b>1. PARTIAL CONTRACT SUM</b>	\$ 13,230,000.00
<b>2. Net change by Change Orders</b>	(16,378.00)
<b>3. CONTRACT SUM TO DATE (Line 1+2)</b>	\$ 13,213,622.00
<b>4. TOTAL COMPLETED &amp; STORED TO DATE</b>	\$ 3,290,697.00
(Column G on G703)	
<b>5. RETAINAGE:</b>	
a. 10% of Completed Work	\$ 329,069.70
(Column D + E on G703)	
b. 10% of Stored Material	\$ -
(Column F on G703)	
Total Retainage (Line 5a + 5b or	
Total in Column I of G703)	\$ 329,069.70
<b>6. TOTAL EARNED LESS RETAINAGE</b>	\$ 2,961,627.30
(Line 4 less Line 5 Total)	
<b>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT</b>	\$ 2,740,789.80
(Line 6 from prior Certificate)	
<b>8. CURRENT PAYMENT DUE</b>	\$ 220,837.50
<b>9. BALANCE TO FINISH, PLUS RETAINAGE</b>	\$ 10,251,994.70
(Line 3 less Line 6)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total Approved this Month		
<b>TOTALS</b>	-	-
<b>NET CHANGES by Change Order</b>	(16,378.00)	

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: *Robert D Johnson*  
 By: \_\_\_\_\_ Date: 3/20/08  
 Robert D Johnson, Vice President

State Of: NEVADA  
 County Of: CLARK

Subscribed and sworn to before me this 20th day of March, 2008

*Edna K Bennett*  
 Notary Public



My Commission expires: 1/9/2010

## 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..... \$220,837.50

(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.

HELIX00202

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, including

APPLICATION NUMBER: 16713-006

Contractor's signed Certification is attached.

APPLICATION DATE: 3/20/2008

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

PERIOD TO: 3/20/2008

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

ARCHITECT'S PROJECT NO:

ITEM NO.	DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	RETAINAGE
			D FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD					
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	25,000.00	5,000.00		30,000.00	25%	90,000.00	3,000.00
4	Project Engineer, CAD, Project Assistant	75,000.00	37,250.00	3,125.00		40,375.00	54%	34,625.00	4,037.50
5	Electrical Permits	65,000.00	35,000.00			35,000.00	54%	30,000.00	3,500.00
6	Submittals	10,000.00	10,000.00			10,000.00	100%	-	1,000.00
7	Supervision/Planning/Coordination	120,000.00	60,500.00	11,500.00		72,000.00	60%	48,000.00	7,200.00
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	28,000.00			28,000.00	40%	39,500.00	2,600.00
24	Distribution Package	25,000.00	-			-		25,000.00	-
25	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	5,000.00			5,000.00	10%	45,000.00	500.00
26	2nd Sublevel Garage UG and Deck	200,000.00	180,000.00			180,000.00	90%	20,000.00	18,000.00
27	1st Sublevel Garage and Deck	255,000.00	229,500.00			229,500.00	90%	25,500.00	22,950.00
28	1st Floor Rough and Trim	25,000.00	-			-		25,000.00	-
29	2nd Floor Rough and Trim	25,000.00	-			-		25,000.00	-
30	3rd Floor Rough and Trim	25,000.00	-			-		25,000.00	-
31	4th Floor Rough and Trim	25,000.00	-			-		25,000.00	-
32	Roof Plan	2,500.00	-			-		2,500.00	-
33	BUILDING #3-TYPE II								
34	Light Fixture Package	65,500.00	28,000.00			28,000.00	40%	39,500.00	2,600.00
35	Distribution Package	25,000.00	-			-		25,000.00	-
36	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	5,000.00			5,000.00	10%	45,000.00	500.00
37	2nd Sublevel Garage UG and Deck	200,000.00	180,000.00			180,000.00	90%	20,000.00	18,000.00
38	1st Sublevel Garage and Deck	255,000.00	229,500.00			229,500.00	90%	25,500.00	22,950.00
39	1st Floor Rough and Trim	25,000.00	-			-		25,000.00	-
40	2nd Floor Rough and Trim	25,000.00	-			-		25,000.00	-
41	3rd Floor Rough and Trim	25,000.00	-			-		25,000.00	-
42	4th Floor Rough and Trim	25,000.00	-			-		25,000.00	-
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	-

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		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
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
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	48,250.00	-	-	48,250.00	34%	92,750.00	4,825.00
88	Distribution Package	225,000.00	38,000.00	-	-	38,000.00	17%	187,000.00	3,800.00
89	Low Voltage Systems (FA, CCTV, CA, etc	50,000.00	2,500.00	-	-	2,500.00	5%	47,500.00	250.00
90	Generator	100,000.00	-	-	-	-	-	100,000.00	-
91	Underslab Branch Conduit & Wire	68,000.00	51,000.00	-	-	51,000.00	75%	17,000.00	5,100.00
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 Walls/Ceilings	95,500.00	20,000.00	-	-	20,000.00	21%	75,500.00	2,000.00
94	1st Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
95	2nd Floor Rough Walls/Ceilings	95,500.00	20,000.00	-	-	20,000.00	21%	75,500.00	2,000.00
96	2nd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
97	3rd Floor Rough Walls/Ceilings	95,500.00	20,000.00	-	-	20,000.00	21%	75,500.00	2,000.00

JA003535

HELIX00204

HELIX-TR-EX-501-197

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		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
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
98	3rd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
99	4th Floor Rough Walls/Ceilings	95,500.00	20,000.00			20,000.00	21%	75,500.00	2,000.00
100	4th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
101	5th Floor Rough Walls/Ceilings	95,500.00	20,000.00			20,000.00	21%	75,500.00	2,000.00
102	5th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
103	6th Floor Rough Walls/Ceilings	95,500.00	20,000.00			20,000.00	21%	75,500.00	2,000.00
104	6th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
105	7th Floor Rough Walls/Ceilings	95,500.00	20,000.00			20,000.00	21%	75,500.00	2,000.00
106	7th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
107	8th Floor Rough Walls/Ceilings	95,500.00	20,000.00			20,000.00	21%	75,500.00	2,000.00
108	8th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
109	9th Floor Rough Walls/Ceilings	95,500.00	20,000.00			20,000.00	21%	75,500.00	2,000.00
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	39,500.00			39,500.00	37%	66,500.00	3,950.00
113	Distribution Package	83,000.00	63,000.00			63,000.00	76%	20,000.00	6,300.00
114	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	10,000.00			10,000.00	20%	40,000.00	1,000.00
115	Under slab Branch Conduit & Wire	85,000.00	78,500.00			78,500.00	90%	8,500.00	7,850.00
116	Garage & 1st floor deck-conduit/wire	400,000.00	360,000.00	20,000.00		380,000.00	95%	20,000.00	38,000.00
117	1st Floor Rough Walls/Ceilings	75,000.00	15,000.00	41,250.00		56,250.00	75%	18,750.00	5,625.00
118	1st Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
119	2nd Floor Rough Walls/Ceilings	75,000.00	15,000.00	41,250.00		56,250.00	75%	18,750.00	5,625.00
120	2nd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
121	3rd Floor Rough Walls/Ceilings	75,000.00	15,000.00	22,500.00		37,500.00	50%	37,500.00	3,750.00
122	3rd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
123	4th Floor Rough Walls/Ceilings	75,000.00	7,500.00	11,250.00		18,750.00	25%	56,250.00	1,875.00
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	39,500.00			39,500.00	37%	66,500.00	3,950.00
127	Distribution Package	83,000.00	68,000.00			68,000.00	82%	15,000.00	6,800.00
128	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	10,000.00			10,000.00	20%	40,000.00	1,000.00
129	Under slab Branch Conduit & Wire	85,000.00	78,500.00			78,500.00	90%	8,500.00	7,850.00
130	Garage & 1st floor deck-conduit/wire	400,000.00	380,000.00	20,000.00		380,000.00	95%	20,000.00	38,000.00
131	1st Floor Rough Walls/Ceilings	75,000.00	15,000.00	41,250.00		56,250.00	75%	18,750.00	5,625.00
132	1st Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
133	2nd Floor Rough Walls/Ceilings	75,000.00	15,000.00	22,500.00		37,500.00	50%	37,500.00	3,750.00
134	2nd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
135	3rd Floor Rough Walls/Ceilings	75,000.00	15,000.00	22,500.00		37,500.00	50%	37,500.00	3,750.00
136	3rd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
137	4th Floor Rough Walls/Ceilings	75,000.00	7,500.00	11,250.00		18,750.00	25%	56,250.00	1,875.00
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	Under slab 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	-

JA003536

HELIX00205

HELIX-TR-EX-501-198

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		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
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
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	84,000.00	-	-	-	-	84,000.00	-	
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Original Contract Totals		13,230,000.00	3,033,700.00	273,375.00		3,307,075.00	25%	9,922,925.00	330,707.50

HELIX00206

HELIX-TR-EX-501-199

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	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					-		-	-
209	CO#4-Overtime B5 & 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						-		-	-
213						-		-	-
214						-		-	-
215						-		-	-
216						-		-	-
217						-		-	-
218						-		-	-
219						-		-	-
220						-		-	-
221						-		-	-
222						-		-	-
223						-		-	-
224						-		-	-
225						-		-	-
226						-		-	-
227						-		-	-
228						-		-	-
229						-		-	-
230						-		-	-
231						-		-	-
232						-		-	-
233						-		-	-
234						-		-	-
235						-		-	-
236						-		-	-
237						-		-	-
	Total Change Orders	(16,376.00)	11,622.00	(28,000.00)		(16,378.00)	100%	-	(1,637.80)
	Total Revised Contract	13,213,822.00	3,045,322.00	245,375.00		3,290,697.00	25%	9,922,925.00	329,069.70

HELIX00207



**CONDITIONAL WAIVER AND RELEASE  
UPON PROGRESS PAYMENT**

Property Name:	<u>Manhattan West</u>
Property Location:	<u>9255 W Russell Road Las Vegas, NV 89148</u>
Undersigned's Customer:	<u>APCO Construction</u>
Inv./Pmt Application No:	<u>16713-006</u>
Payment Amount:	<u>\$220,837.50</u>

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 the 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 laborers, subcontractors, materialmen and suppliers for all work, materials or equipment that are the subject of the waiver and release.

Dated: March 20, 2008

Helix Electric  
By: *Robert D Johnson*  
Its: Robert D Johnson, Vice President

HELIX00208

Preliminary Billing

**HELIX ELECTRIC**

**Project Billing Analysis**

Billing Date March 18, 2008

Project# 16713-006

Cost to date from Project Cost Analysis Report:	<u>1,168,730.00</u>
Gross Billing to Date from Project Cost Analysis Report: (D)	<u>3,045,322.00</u>
Requested Gross Billing Amount (E and F)	<u><b>243,375.00</b></u>
Gross Margin Percent	<u>33.0%</u>

Anticipated Labor to end of month	<u>75,000.00</u>
Anticipated Material to end of month	<u>100,000.00</u>
Anticipated Subcontract to end of month	<u>50,000.00</u>
Anticipated Other Cost to end of month	<u>10,000.00</u>
Anticipated Total Cost to End of Month	<u>235,000.00</u>

<b>Required Gross Billing Amount to Month End</b>	<u>1,866,960.90</u>
<b>Projected Gross Billing Amount to Month End</b>	<u>3,288,697.00</u>
<b>Difference between Required and Projected Billing</b>	<u><b>1,421,736.10</b></u>

Explanations as to variance between **Required** billing amount and **Projected** billing amount:

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\_\_\_\_\_  
Project Manager

RT  
Approval signature





**Helix Electric**  
CONSTRUCTORS • ENGINEERS

# LETTER OF TRANSMITTAL

TO: APCO Construction  
3432 N 5th Street  
N Las Vegas, NV 89032

ATTN: Shawn Bowne/Mary Jo

DATE:	<u>3/20/2008</u>	JOB NO.	<u>16713</u>
RE:	<u>Manhattan West</u>		
PWP#:			

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	3/20/2008		Payment Application inv # 16713-006
1	3/20/2008		Conditional Release 3/31/2008

THESE ARE TRANSMITTED as checked below:

- For approval
- For your use
- As requested
- For review and comment
- FOR BIDS DUE \_\_\_\_\_ 20 \_\_\_\_\_
- Approved as submitted
- Approved as noted
- Returned for corrections
- Resubmit \_\_\_\_\_ copies for approval
- Submit \_\_\_\_\_ copies for distribution
- Return \_\_\_\_\_ corrected prints
- PRINTS RETURNED AFTER LOAN TO US

<b>REMARKS:</b>

Name: Edna K Bennett  
Title: Project Assistant

Received by: \_\_\_\_\_

PO#  
FX# (702) 450-8227

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

13949

Check# 13949

Date: 06/13/2008

Vendor# 21274 Helix Electric of Nevada, LLC

Invoice# PPE7-04/08

Job/Description 168 ManhattanWest Condo

Balance 210,900.00

Retain 21,090.00

Discount

This Check 369,810.00

RECEIVED

JUN 21 2008

HELIX ELECTRIC

16713

Andy Pearson

JOB#

16713

FILE#

1

OTHER

ORIGINAL DOCUMENT IS PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDERS. SEE REVERSE SIDE FOR COMPLETE SECURITY FEATURES.

APCO CONSTRUCTION

3078 E. Sunset Road, Ste 9  
Las Vegas, NV 89120

Bank of America

P.O. Box 98601  
Las Vegas, NV 89193-6600

13949

06/13/2008

\$

369,810.00

EXACTLY THREE HUNDRED SIXTY NINE THOUSAND EIGHT HUNDRED TEN DOLLARS

DATE

AMOUNT

PAY TO THE ORDER OF Helix Electric of Nevada, LLC  
3078 E. Sunset Road, Ste 9  
Las Vegas, NV 89120

TWO SIGNATURES REQUIRED FOR AMOUNTS OVER \$10,000.00

[Signatures]

DOCUMENT INCLUDES A HIDDEN WORD. DO NOT CASH IF THE WORD VOID IS VISIBLE. DOCUMENT ALSO CONTAINS HEAT-SENSITIVE INK. TOUCH HERE - RED IMAGE DISAPPEARS WITH HEAT.

⑈013949⑈ ⑆122400724⑆ 004961902188⑈

HELIX00211



# APCO CONSTRUCTION

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

## UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name:	<u>Manhattan West</u>
Property Location:	<u>Russell Road &amp; I-215, Las Vegas, Nevada</u>
Undersigned's Customer:	<u>APCO Construction</u>
Inv./Pmt Application No:	<u>Payment Application #7 (April 2008)</u>
Payment Amount:	<u>\$369,810.00</u>

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

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

Dated: June 20, 2008

Helix Electric

Signature: 

Print: Robert D Johnson

Title: 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.**

HELIX00212

13949  
Check# 13949  
Invoice# PP#7 0408

Date: 06/13/2008  
Job/Description  
168 ManhattanWest Condo

Vendor#: 21274 Helix Electric of Nevada, LLC  
Balance 410,900.00  
Retain 41,080.00  
Discount  
This Check 369,810.00

13949

#013949# : 122400724: 004961902188#

APCO CONSTRUCTION General Contractor  
Check# 13949 Date: 06/13/2008 Amount: 369,810.00  
Vendor: 21274 Helix Electric of Nevada, LLC  
Job/Description 168 ManhattanWest Condo  
Balance 410,900.00  
Retain 41,080.00  
Discount  
This Check 369,810.00  
13949



# APCO CONSTRUCTION

GENERAL CONTRACTOR  
3432 NORTH 5<sup>TH</sup> STREET  
NORTH LAS VEGAS, NV 89032  
PHONE (702) 734-0198 FAX (702) 734-0396

## FACSIMILE TRANSMITTAL SHEET

TO: Accounts Receivable - Eddy	FROM: Mary Jo Allen
COMPANY: Helix Electric	DATE:
FAX NUMBER: 450-8227	TOTAL NO. OF PAGES INCLUDING COVER: 3
PHONE NUMBER: 732-1188	SENDER'S REFERENCE NUMBER:
RE: Progress Payment - ManhattanWest	YOUR REFERENCE NUMBER:

- URGENT     FOR REVIEW     PLEASE COMMENT     PLEASE REPLY     PLEASE RECYCLE

### NOTES/COMMENTS:

The following is the Unconditional Progress Waiver and a copy of your check that is ready for pick up at our main office located at 3432 North 5<sup>th</sup> Street. Please bring the original signed waiver in exchange for your payment between the hours of 9 am and 4 pm. If you prefer to have us mail your check, please fax the signed waiver to (702) 734-0396 and mail the original to our main office.

# APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

Page 1 of 2

TO (Owner): **Apco Construction**  
 3432 N. 5th Street  
 North Las Vegas, Nv. 89032  
 Attn: Shawn Bowne

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

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

VIA (ARCHITECT):

APPLICATION NUMBER: **16713** 05713-007R1  
 PERIOD TO: **1** 4/30/2008  
 PROJECT NOS  
 CONTRACT DATE:

Distribution to:

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	

CONTRACT FOR:

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

<b>1. PARTIAL CONTRACT SUM</b>	\$ 13,230,000.00
<b>2. Net change by Change Orders</b>	29,094.00
<b>3. CONTRACT SUM TO DATE (Line 1+2)</b>	\$ 13,259,094.00
<b>4. TOTAL COMPLETED &amp; STORED TO DATE</b> (Column G on G703)	\$ 3,687,225.00
<b>5. RETAINAGE:</b>	
a. 10% of Completed Work (Column D + E on G703)	\$ 363,722.50
b. 10% of Stored Material (Column F on G703)	\$ 3,000.00
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$ 366,722.50
<b>6. TOTAL EARNED LESS RETAINAGE</b> (Line 4 less Line 5 Total)	\$ 3,300,502.50
<b>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT</b> (Line 6 from prior Certificate)	\$ 2,930,692.50
<b>8. CURRENT PAYMENT DUE</b>	\$ 389,810.00
<b>9. BALANCE TO FINISH, PLUS RETAINAGE</b> (Line 3 less Line 6)	\$ 9,958,591.50

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total Approved this Month		
<b>TOTALS</b>	-	-
<b>NET CHANGES by Change Order</b>	29,094.00	

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: 4/18/08  
 Robert D Johnson, Vice President

State Of: NEVADA  
 County Of: CLARK

Subscribed and sworn to before me this 18th day of April, 2008

Notary Public:  
 My Commission expires: 1/9/2010

## 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..... **\$369,810.00**

(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.

HELIX00215

CONTINUATION SHEET

AIA D1 VT G703

Page 2 of 2

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: 16713-007R1  
 APPLICATION DATE: 4/18/2008  
 PERIOD TO: 4/30/2008  
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
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	30,000.00	6,000.00		35,000.00	29%	85,000.00	3,500.00
4	Project Engineer, CAD, Project Assistant	75,000.00	40,375.00	4,600.00		44,875.00	60%	30,125.00	4,487.50
5	Electrical Permits	65,000.00	35,000.00			35,000.00	54%	30,000.00	3,500.00
6	Submittals	10,000.00	10,000.00			10,000.00	100%	-	1,000.00
7	Supervision/Planning/Coordination	120,000.00	66,250.00	12,000.00		78,250.00	65%	41,750.00	7,825.00
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	Under slab 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	26,000.00	32,950.00		58,950.00	90%	6,550.00	5,895.00
24	Distribution Package	25,000.00	-		15,000.00	15,000.00	60%	10,000.00	1,500.00
25	Low Voltage Systems (FA, CCTV, CA, etc.)	50,000.00	5,000.00	5,000.00		10,000.00	20%	40,000.00	1,000.00
26	2nd Sublevel Garage UG and Deck	200,000.00	180,000.00			180,000.00	90%	20,000.00	18,000.00
27	1st Sublevel Garage and Deck	255,000.00	229,500.00			229,500.00	90%	25,500.00	22,950.00
28	1st Floor Rough and Trim	25,000.00	-	12,500.00		12,500.00	50%	12,500.00	1,250.00
29	2nd Floor Rough and Trim	25,000.00	-	6,250.00		6,250.00	25%	18,750.00	625.00
30	3rd Floor Rough and Trim	25,000.00	-			-		25,000.00	-
31	4th Floor Rough and Trim	25,000.00	-			-		25,000.00	-
32	Roof Plan	2,500.00	-			-		2,500.00	-
33	BUILDING #3-TYPE II		-			-		-	-
34	Light Fixture Package	65,500.00	26,000.00	32,950.00		58,950.00	90%	6,550.00	5,895.00
35	Distribution Package	25,000.00	-		15,000.00	15,000.00	60%	10,000.00	1,500.00
36	Low Voltage Systems (FA, CCTV, CA, etc.)	50,000.00	5,000.00	6,000.00		10,000.00	20%	40,000.00	1,000.00
37	2nd Sublevel Garage UG and Deck	200,000.00	180,000.00			180,000.00	90%	20,000.00	18,000.00
38	1st Sublevel Garage and Deck	255,000.00	229,500.00			229,500.00	90%	25,500.00	22,950.00
39	1st Floor Rough and Trim	25,000.00	-			-		25,000.00	-
40	2nd Floor Rough and Trim	25,000.00	-			-		25,000.00	-
41	3rd Floor Rough and Trim	25,000.00	-			-		25,000.00	-
42	4th Floor Rough and Trim	25,000.00	-			-		25,000.00	-
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	-

HELIX00216

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLE.		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
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)	60,000.00	-			-		60,000.00	-
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)	60,000.00	-			-		60,000.00	-
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	48,250.00			48,250.00	34%	92,750.00	4,825.00
88	Distribution Package	225,000.00	38,000.00			38,000.00	17%	187,000.00	3,800.00
89	Low Voltage Systems (FA, CCTV, CA, etc)	60,000.00	2,500.00	2,500.00		5,000.00	10%	45,000.00	800.00
90	Generator	100,000.00	-	90,000.00		90,000.00	90%	10,000.00	9,000.00
91	Underslab Branch Conduit & Wire	68,000.00	51,000.00	13,500.00		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 Walls/Ceilings	95,500.00	20,000.00			20,000.00	21%	75,500.00	2,000.00
94	1st Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
95	2nd Floor Rough Walls/Ceilings	95,500.00	20,000.00			20,000.00	21%	75,500.00	2,000.00
96	2nd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
97	3rd Floor Rough Walls/Ceilings	95,500.00	20,000.00			20,000.00	21%	75,500.00	2,000.00

HELIX00217



A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLE.		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
98	3rd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
99	4th Floor Rough Walls/Ceilings	95,500.00	20,000.00			20,000.00	21%	75,500.00	2,000.00
100	4th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
101	5th Floor Rough Walls/Ceilings	95,500.00	20,000.00			20,000.00	21%	75,500.00	2,000.00
102	5th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
103	6th Floor Rough Walls/Ceilings	95,500.00	20,000.00			20,000.00	21%	75,500.00	2,000.00
104	6th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
105	7th Floor Rough Walls/Ceilings	95,500.00	20,000.00			20,000.00	21%	75,500.00	2,000.00
106	7th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
107	8th Floor Rough Walls/Ceilings	95,500.00	20,000.00			20,000.00	21%	75,500.00	2,000.00
108	8th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
109	9th Floor Rough Walls/Ceilings	95,500.00	20,000.00			20,000.00	21%	75,500.00	2,000.00
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	39,500.00			39,500.00	37%	66,500.00	3,950.00
113	Distribution Package	83,000.00	63,000.00			63,000.00	76%	20,000.00	6,300.00
114	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
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	56,250.00	7,500.00		63,750.00	85%	11,250.00	6,375.00
118	1st Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
119	2nd Floor Rough Walls/Ceilings	75,000.00	56,250.00	7,500.00		63,750.00	85%	11,250.00	6,375.00
120	2nd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
121	3rd Floor Rough Walls/Ceilings	75,000.00	37,500.00	26,250.00		63,750.00	85%	11,250.00	6,375.00
122	3rd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
123	4th Floor Rough Walls/Ceilings	75,000.00	7,500.00	7,500.00		15,000.00	20%	60,000.00	1,500.00
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	39,500.00			39,500.00	37%	66,500.00	3,950.00
127	Distribution Package	83,000.00	68,000.00			68,000.00	82%	15,000.00	6,800.00
128	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
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	66,250.00	7,500.00		63,750.00	85%	11,250.00	6,375.00
132	1st Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
133	2nd Floor Rough Walls/Ceilings	75,000.00	37,500.00	26,250.00		63,750.00	85%	11,250.00	6,375.00
134	2nd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
135	3rd Floor Rough Walls/Ceilings	75,000.00	15,000.00	48,750.00		63,750.00	85%	11,250.00	6,375.00
136	3rd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
137	4th Floor Rough Walls/Ceilings	75,000.00	7,500.00	7,500.00		15,000.00	20%	60,000.00	1,500.00
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	-			-		60,000.00	-
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	-

HELIX00218

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE	
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
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	3,256,325.00	380,900.00	30,000.00	3,667,225.00	28%	9,562,775.00	366,722.60

HELIX00219

HELIX-TR-EX-501-212

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	CHANGE ORDERS								
206	CO#1-Contract Adjustment (inc. above)					-		-	-
207	CO#2-Apco Trailer Hookup	1,622.00				-		1,622.00	-
208	CO#3-Options					-		-	-
209	CO#4-Overtime B8 & B9	10,000.00				-		10,000.00	-
210	CO#5-Delete Utility Stubs Phase I	(15,000.00)				-		(15,000.00)	-
211	CO#6-Delete Site Conduits-Phase I & II	(13,000.00)				-		(13,000.00)	-
212	CO#7-Building #9 Options	45,472.00				-		45,472.00	-
213						-		-	-
214						-		-	-
215						-		-	-
216						-		-	-
217						-		-	-
218						-		-	-
219						-		-	-
220						-		-	-
221						-		-	-
222						-		-	-
223						-		-	-
224						-		-	-
225						-		-	-
226						-		-	-
227						-		-	-
228						-		-	-
229						-		-	-
230						-		-	-
231						-		-	-
232						-		-	-
233						-		-	-
234						-		-	-
235						-		-	-
236						-		-	-
237						-		-	-
	Total Change Orders	29,094.00						29,094.00	-
	Total Revised Contract	13,259,094.00	3,256,325.00	380,900.00	30,000.00	3,567,225.00	28%	9,591,869.00	366,722.50

HELIX00220



**Helix Electric**  
CONSTRUCTORS • ENGINEERS

JOB # 16713  
 FILE # 1  
 OTHER \_\_\_\_\_

**LETTER OF TRANSMITTAL**

DATE: <u>4/18/2008</u>	JOB NO. <u>16713</u>
RE: <u>Manhattan West</u>	
PWP#:	

TO: APCO Construction  
3432 N 5th Street  
N Las Vegas, NV 89032

ATTN: Shawn Bowne/Mary Jo

- WE ARE SENDING YOU
- |   |                                       |   |                                     |   |
|---|---------------------------------------|---|-------------------------------------|---|
| <input type="checkbox"/> Shop Drawings  | <input type="checkbox"/> Attached     | <input type="checkbox"/> Under separate cover via _____ the following items | <input type="checkbox"/> Samples    | <input type="checkbox"/> Specifications |
| <input type="checkbox"/> Copy of Letter | <input type="checkbox"/> Prints       | <input type="checkbox"/> Plans  | <input type="checkbox"/> Submittals |   |
|   | <input type="checkbox"/> Change Order | <input type="checkbox"/> _____  |                                     |   |

COPIES	DATE	SECTION	DESCRIPTION
1	4/18/2008		Payment Application Inv # 16713-007
1	4/18/2008		Conditional Release 4/30/2008

THESE ARE TRANSMITTED as checked below:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> For approval                | <input type="checkbox"/> Approved as submitted            | <input type="checkbox"/> Resubmit _____ copies for approval   |
| <input type="checkbox"/> For your use                | <input type="checkbox"/> Approved as noted                | <input type="checkbox"/> Submit _____ copies for distribution |
| <input type="checkbox"/> As requested                | <input type="checkbox"/> Returned for corrections         | <input type="checkbox"/> Return _____ corrected prints        |
| <input type="checkbox"/> For review and comment      | <input type="checkbox"/> _____                            |   |
| <input type="checkbox"/> FOR BIDS DUE _____ 20 _____ | <input type="checkbox"/> PRINTS RETURNED AFTER LOAN TO US |   |

REMARKS:


Name: Edna K Bennett  
 Title: Project Assistant

PO#  
 FX# (702) 450-8227

Received by: Mary Jo Bowne

Printed Name: MARY JO BOWNE

Date: 4/17/08



**Helix Electric**  
CONSTRUCTORS • ENGINEERS

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

INVOICE # 16713-007  
CUSTOMER # 1611

JOB # 16713  
FILE # 1  
OTHER \_\_\_\_\_

INVOICE DATE: 18-Apr-08  
PERIOD THRU: 4/30/2008  
OUR JOB NO.: 16713  
JOB NAME: Manhattan West

YOUR JOB NO.:

ORIGINAL CONTRACT		13,230,000.00
CHANGE ORDER THROUGH #		29,094.00
CONTRACT AMOUNT TO DATE		13,259,094.00
GROSS BILLING	28%	3,667,347.00
PREVIOUSLY BILLED		3,256,325.00
GROSS CURRENT PERIOD		411,022.00
RETENTION	10%	41,102.20
NET AMOUNT DUE THIS PERIOD		369,919.80
OUTSTANDING FROM PRIOR PERIOD	Inv #16713-005R1	236,250.00
	Inv #16713-006R2	200,362.50
<b>TOTAL AMOUNT DUE</b>		<b>806,532</b>

Pursuant to NRS 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 proper 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

HELIX00222

# APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

Page 1 of 2

<b>TO (Owner):</b> Apco Construction 3432 N. 5th Street North Las Vegas, Nv. 89032 Attn: Shawn Bowne	<b>PROJECT:</b> Manhattan Condominiums 330 E. Serena Las Vegas, NV 89123	<b>APPLICATION NUMBER:</b> 16713-007 <b>PERIOD TO:</b> 4/30/2008 <b>PROJECT NOS</b>  <b>CONTRACT DATE:</b>	<b>Distribution to:</b> <input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR
<b>FROM:</b> Helix Electric (Contractor) 3078 E. Sunset Rd., Ste#9 Las Vegas, NV 89120	<b>VIA (ARCHITECT):</b>		

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.

<b>1. PARTIAL CONTRACT SUM</b>	\$ 13,230,000.00
<b>2. Net change by Change Orders</b>	29,094.00
<b>3. CONTRACT SUM TO DATE (Line 1+2)</b>	\$ 13,259,094.00
<b>4. TOTAL COMPLETED &amp; STORED TO DATE</b>	\$ 3,667,347.00
<i>(Column G on G703)</i>	
<b>5. RETAINAGE:</b>	
a. 10% of Completed Work	\$ 363,734.70
<i>(Column D + E on G703)</i>	
b. 10% of Stored Material	\$ 3,000.00
<i>(Column F on G703)</i>	
<b>Total Retainage (Line 5a + 5b or</b>	
<b>Total in Column I of G703)</b>	\$ 366,734.70
<b>6. TOTAL EARNED LESS RETAINAGE</b>	\$ 3,300,612.30
<i>(Line 4 less Line 5 Total)</i>	
<b>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT</b>	\$ 2,930,692.50
<i>(Line 6 from prior Certificate)</i>	
<b>8. CURRENT PAYMENT DUE</b>	\$ 369,919.80
<b>9. BALANCE TO FINISH, PLUS RETAINAGE</b>	\$ 8,958,481.70
<i>(Line 3 less Line 6)</i>	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total Approved this Month		
<b>TOTALS</b>	-	-
<b>NET CHANGES by Change Order</b>	29,094.00	

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: Robert D. Johnson Date: 4/18/08  
 Robert D. Johnson, Vice President

State Of: NEVADA  
 County Of: CLARK  
 Subscribed and sworn to before me this 18th day of April, 2008

Edna K. Bennett  
 Notary Public:  
 My Commission expires: 1/9/2010



## 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**..... \$369,919.80

*(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.

HELIX00223

CONTINUATION SHEET

AIA DOCUMENT G703

Page 2 of 2

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: 16713-007  
 APPLICATION DATE: 4/18/2008  
 PERIOD TO: 4/30/2008  
 ARCHITECT'S PROJECT NO:

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		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
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
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	30,000.00	5,000.00		35,000.00	29%	85,000.00	3,500.00
4	Project Engineer, CAD, Project Assistant	75,000.00	40,375.00	4,500.00		44,875.00	60%	30,125.00	4,487.50
5	Electrical Permits	65,000.00	35,000.00			35,000.00	54%	30,000.00	3,800.00
6	Submittals	10,000.00	10,000.00			10,000.00	100%	-	1,000.00
7	Supervision/Planning/Coordination	120,000.00	66,250.00	12,000.00		78,250.00	65%	41,750.00	7,825.00
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	Underlab 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	85,000.00	-			-		85,000.00	-
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	26,000.00	32,950.00		58,950.00	90%	6,550.00	5,895.00
24	Distribution Package	25,000.00	-		15,000.00	15,000.00	60%	10,000.00	1,500.00
25	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	5,000.00	5,000.00		10,000.00	20%	40,000.00	1,000.00
26	2nd Sublevel Garage UG and Deck	200,000.00	180,000.00			180,000.00	90%	20,000.00	18,000.00
27	1st Sublevel Garage and Deck	255,000.00	229,500.00			229,500.00	90%	25,500.00	22,950.00
28	1st Floor Rough and Trim	25,000.00	-	12,500.00		12,500.00	50%	12,500.00	1,250.00
29	2nd Floor Rough and Trim	25,000.00	-	6,250.00		6,250.00	25%	18,750.00	625.00
30	3rd Floor Rough and Trim	25,000.00	-			-		25,000.00	-
31	4th Floor Rough and Trim	25,000.00	-			-		25,000.00	-
32	Roof Plan	2,500.00	-			-		2,500.00	-
33	BUILDING #3-TYPE II								
34	Light Fixture Package	65,500.00	26,000.00	32,950.00		58,950.00	90%	6,550.00	5,895.00
35	Distribution Package	25,000.00	-		15,000.00	15,000.00	60%	10,000.00	1,500.00
36	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	5,000.00	5,000.00		10,000.00	20%	40,000.00	1,000.00
37	2nd Sublevel Garage UG and Deck	200,000.00	180,000.00			180,000.00	90%	20,000.00	18,000.00
38	1st Sublevel Garage and Deck	255,000.00	229,500.00			229,500.00	90%	25,500.00	22,950.00
39	1st Floor Rough and Trim	25,000.00	-			-		25,000.00	-
40	2nd Floor Rough and Trim	25,000.00	-			-		25,000.00	-
41	3rd Floor Rough and Trim	25,000.00	-			-		25,000.00	-
42	4th Floor Rough and Trim	25,000.00	-			-		25,000.00	-
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	-

JA003555

HELIX00224

HELIX-TR-EX-501-217

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
46	Distribution Package	70,000.00	-	-	-	-	-	70,000.00	-
47	Low Voltage Systems (FA, CCTV, CA, etc)	40,000.00	-	-	-	-	-	40,000.00	-
48	Underlab 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	85,000.00	-	-	-	-	-	85,000.00	-
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	Underlab 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	Underlab 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	48,250.00	-	-	48,250.00	34%	92,750.00	4,825.00
88	Distribution Package	225,000.00	38,000.00	-	-	38,000.00	17%	187,000.00	3,800.00
89	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	2,500.00	2,500.00	-	5,000.00	10%	45,000.00	500.00
90	Generator	100,000.00	-	90,000.00	-	90,000.00	90%	10,000.00	9,000.00
91	Underlab Branch Conduit & Wire	68,000.00	51,000.00	13,500.00	-	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 Walls/Ceilings	95,500.00	20,000.00	-	-	20,000.00	21%	75,500.00	2,000.00
94	1st Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
95	2nd Floor Rough Walls/Ceilings	95,500.00	20,000.00	-	-	20,000.00	21%	75,500.00	2,000.00
96	2nd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
97	3rd Floor Rough Walls/Ceilings	95,500.00	20,000.00	-	-	20,000.00	21%	75,500.00	2,000.00

JA003556

HELIX00225

HELIX-TR-EX-501-218



A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETE		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
98	3rd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
99	4th Floor Rough Walls/Ceilings	95,500.00	20,000.00	-	-	20,000.00	21%	75,500.00	2,000.00
100	4th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
101	5th Floor Rough Walls/Ceilings	95,500.00	20,000.00	-	-	20,000.00	21%	75,500.00	2,000.00
102	5th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
103	6th Floor Rough Walls/Ceilings	95,500.00	20,000.00	-	-	20,000.00	21%	75,500.00	2,000.00
104	6th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
105	7th Floor Rough Walls/Ceilings	95,500.00	20,000.00	-	-	20,000.00	21%	75,500.00	2,000.00
106	7th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
107	8th Floor Rough Walls/Ceilings	95,500.00	20,000.00	-	-	20,000.00	21%	75,500.00	2,000.00
108	8th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
109	9th Floor Rough Walls/Ceilings	95,500.00	20,000.00	-	-	20,000.00	21%	75,500.00	2,000.00
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	39,500.00	-	-	39,500.00	37%	66,500.00	3,950.00
113	Distribution Package	83,000.00	63,000.00	-	-	63,000.00	76%	20,000.00	6,300.00
114	Low Voltage Systems (FA, CCTV, CA, etc)	60,000.00	10,000.00	10,000.00	-	20,000.00	40%	30,000.00	2,000.00
115	Underslab Branch Conduit & Wire	85,000.00	78,500.00	-	-	78,500.00	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	66,250.00	7,600.00	-	63,750.00	85%	11,250.00	6,375.00
118	1st Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
119	2nd Floor Rough Walls/Ceilings	75,000.00	66,250.00	7,600.00	-	63,750.00	85%	11,250.00	6,375.00
120	2nd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
121	3rd Floor Rough Walls/Ceilings	75,000.00	37,500.00	28,250.00	-	63,750.00	85%	11,250.00	6,375.00
122	3rd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
123	4th Floor Rough Walls/Ceilings	75,000.00	7,500.00	7,500.00	-	15,000.00	20%	80,000.00	1,600.00
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	39,500.00	-	-	39,500.00	37%	66,500.00	3,950.00
127	Distribution Package	83,000.00	68,000.00	-	-	68,000.00	82%	15,000.00	6,600.00
128	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
129	Underslab Branch Conduit & Wire	85,000.00	78,500.00	-	-	78,500.00	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	58,250.00	7,600.00	-	63,750.00	85%	11,250.00	6,375.00
132	1st Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
133	2nd Floor Rough Walls/Ceilings	75,000.00	37,500.00	26,250.00	-	63,750.00	85%	11,250.00	6,375.00
134	2nd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
135	3rd Floor Rough Walls/Ceilings	75,000.00	15,000.00	48,750.00	-	63,750.00	85%	11,250.00	6,375.00
136	3rd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
137	4th Floor Rough Walls/Ceilings	75,000.00	7,500.00	7,500.00	-	15,000.00	20%	80,000.00	1,600.00
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	-

HELIX00226

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
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	86,000.00	-	-	-	-	-	86,000.00	-
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									
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202									
203									
204									
205									
	Original Contract Totals	13,230,000.00	3,256,325.00	380,900.00	30,000.00	3,667,225.00	28%	9,562,775.00	366,722.50

HELIX00227

HELIX-TR-EX-501-220

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			D FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD					
	CHANGE ORDERS								
206	CO#1-Contract Adjustment (inc. above)					-		-	-
207	CO#2-Apoo Trailer Hookup	1,622.00		1,622.00		1,622.00	100%	-	162.20
208	CO#3-Options					-		-	-
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	-	16,500.00		16,500.00	36%	28,972.00	1,650.00
213						-		-	-
214						-		-	-
215						-		-	-
216						-		-	-
217						-		-	-
218						-		-	-
219						-		-	-
220						-		-	-
221						-		-	-
222						-		-	-
223						-		-	-
224						-		-	-
225						-		-	-
226						-		-	-
227						-		-	-
228						-		-	-
229						-		-	-
230						-		-	-
231						-		-	-
232						-		-	-
233						-		-	-
234						-		-	-
235						-		-	-
236						-		-	-
237						-		-	-
	Total Change Orders	29,094.00		122.00		122.00	0%	28,972.00	12.20
	Total Revised Contract	13,259,094.00	3,256,325.00	381,022.00	30,000.00	3,667,347.00	28%	9,591,747.00	366,734.70

# HELIX ELECTRIC

## MATERIAL STORED BILLING STATUS

### MANHATTAN WEST

PERIOD: Apr-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
102	\$ 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		\$ 47,250.00	\$ 15,750.00
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		\$ 51,000.00	\$ 17,000.00
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
<b>TOTALS</b>	<b>\$ 588,250.00</b>	<b>\$ 30,000.00</b>	<b>\$ 283,000.00</b>	<b>\$ 335,250.00</b>

HELIX00229



**CONDITIONAL WAIVER AND RELEASE  
UPON PROGRESS PAYMENT**

Property Name:	<u>Manhattan West</u>
Property Location:	<u>9255 W Russell Road Las Vegas, NV 89148</u>
Undersigned's Customer:	<u>APCO Construction</u>
Inv./Pmt Application No:	<u>16713-007</u>
Payment Amount:	<u>\$369,919.80</u>

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 the 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 laborers, subcontractors, materialmen and suppliers for all work, materials or equipment that are the subject of the waiver and release.

Dated: April 18, 2008

By: Helix Electric  
*Robert D. Johnson*  
Its: Robert D. Johnson, Vice President

HELIX00230



**Helix Electric**  
CONSTRUCTORS • ENGINEERS

**LETTER OF TRANSMITTAL**

DATE:	4/16/2008	JOB NO.	16713
RE:	Manhattan West		
PWP#:			

TO: APCO Construction  
3432 N 5th Street  
N Las Vegas, NV 89032

ATTN: Shawn Bowne/Mary Jo

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	4/18/2008		Payment Application Inv # 16713-007
1	4/18/2008		Conditional Release 4/30/2008

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

Received by: \_\_\_\_\_

PO#  
FX# (702) 450-8227

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Check# 14375	Date 07/28/2008	Vendor# 21274 Helix Electric of Nevada, LLC
Invoice#	Job/Description	Balance
PP# 05006	168 Manhattan West Condo	298,847.00
		Retain 29,864.00
		Discount
		This Check 268,983.00

RECEIVED  
 JUL 31 2008  
 HELIX ELECTRIC

16213  
 Andy Rowena

JOB # 16213  
 FILE # 1  
 OTHER May

ORIGINAL DOCUMENT IS PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER. SEE REVERSE SIDE FOR COMPLETE SECURITY FEATURES.

**Bank of America**  
 1000 Bank of America Plaza  
 Las Vegas, NV 89103-8000

APCO CONSTRUCTION  
 3078 E. Sunset Road, Ste. 9  
 Las Vegas, NV 89120  
 Phone: 702.333.4411 FAX: 702.734.0066  
 www.apcoconstruction.com

14375  
 07/28/2008 268,983.00

EXACTLY TWO HUNDRED SIXTY EIGHT THOUSAND SEVEN HUNDRED EIGHTY THREE DOLLARS

PAY TO THE ORDER OF  
 Helix Electric of Nevada, LLC  
 3078 E. Sunset Road, Ste. 9  
 Las Vegas, NV 89120

TWO SIGNATURES REQUIRED FOR AMOUNTS OVER \$10,000

*[Signature]*  
 Randy Michael

DOCUMENT INCLUDES A HIDDEN WORD. DO NOT CASH IF THE WORD VOID IS VISIBLE. DOCUMENT ALSO CONTAINS HEAT-SENSITIVE INK. TOUCH HERE - RED IMAGE DISAPPEARS WITH HEAT.

⑈014375⑈ ⑆122400724⑆ 004961902188⑈



# APCO CONSTRUCTION

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

## UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name:	<u>Manhattan West</u>
Property Location:	<u>Russell Road &amp; I-215, Las Vegas, Nevada</u>
Undersigned's Customer:	<u>APCO Construction</u>
Inv./Pmt Application No:	<u>Payment Application #8 (May 2008)</u>
Payment Amount:	<u>\$268,783.00</u>

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

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

Dated: July 31, 2008

Helix Electric

Signature: 

Print: Robert D. Johnson

Vice President

Title:

**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.**

HELIX00233





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

**UNCONDITIONAL WAIVER AND RELEASE  
 UPON PROGRESS PAYMENT**

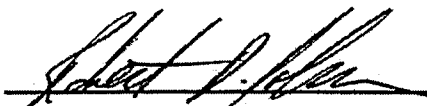
Property Name:	<u>Manhattan West</u>
Property Location:	<u>9255 W Russell Road Las Vegas, NV 89148</u>
Undersigned's Customer:	<u>APCO Construction</u>
Inv./Pmt Application No:	<u>1671-008R2</u>
Payment Amount:	<u>\$268,782.30</u>

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

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

Dated: July 30, 2008

Helix Electric

By:   
 Its: 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.**

JOB # 16713

FILE # 1

OTHER \_\_\_\_\_

# APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO (Owner): *Apco Construction*  
 3432 N. 5th Street  
 North Las Vegas, Nv. 89032  
 Attn: Shawn Bowne

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

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

VIA (ARCHITECT):

APPLICATION NUMBER: 16713-008R2  
 PERIOD TO: 5/31/2008  
 PROJECT NOS  
 CONTRACT DATE:

Distribution to:

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

## 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 72,088.00
- 3. CONTRACT SUM TO DATE (Line 1+2) \$ 13,302,088.00
- 4. TOTAL COMPLETED & STORED TO DATE \$ 3,965,872.00  
 (Column G on G703)
- 5. RETAINAGE:
  - a. 10% of Completed Work \$ 396,587.20  
 (Column D + E on G703)
  - b. 10% of Stored Material \$ -  
 (Column F on G703)

Total Retainage (Line 5a + 5b or  
 Total in Column I of G703) \$ 396,587.20
- 6. TOTAL EARNED LESS RETAINAGE \$ 3,569,284.80  
 (Line 4 less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 3,300,502.50  
 (Line 6 from prior Certificate)
- 8. CURRENT PAYMENT DUE \$ 268,782.30
- 9. BALANCE TO FINISH, PLUS RETAINAGE \$ 9,732,803.20  
 (Line 3 less Line 8)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total Approved this Month		
<b>TOTALS</b>	-	-
<b>NET CHANGES by Change Order</b>	<b>72,088.00</b>	

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: 5/20/08

State Of: NEVADA  
 County Of: CLARK  
 Subscribed and sworn to before me this 20th day of May, 2008

Notary Public:  
 My Commission expires: 1/9/2010

## 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..... \$268,782.30

(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 G703

Page 2 of 2

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: 16713-008R2  
 APPLICATION DATE: 5/20/2008  
 PERIOD TO: 5/31/2008  
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
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	35,000.00	5,000.00		40,000.00	33%	80,000.00	4,000.00
4	Project Engineer, CAD, Project Assistant	75,000.00	44,875.00	4,000.00		48,875.00	65%	26,125.00	4,887.50
5	Electrical Permits	65,000.00	35,000.00			35,000.00	54%	30,000.00	3,500.00
6	Submittals	10,000.00	10,000.00			10,000.00	100%	-	1,000.00
7	Supervision/Planning/Coordination	120,000.00	78,250.00	6,000.00		84,250.00	70%	35,750.00	8,425.00
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 H		-			-		-	-
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	15,000.00	7,500.00		22,500.00	90%	2,500.00	2,250.00
25	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	10,000.00	20,000.00		30,000.00	60%	20,000.00	3,000.00
26	2nd Sublevel Garage UG and Deck	200,000.00	180,000.00	10,000.00		190,000.00	95%	10,000.00	19,000.00
27	1st Sublevel Garage and Deck	235,000.00	229,500.00	13,000.00		242,500.00	95%	12,500.00	24,250.00
28	1st Floor Rough and Trim	25,000.00	12,500.00	5,000.00		17,500.00	70%	7,500.00	1,750.00
29	2nd Floor Rough and Trim	25,000.00	6,250.00	11,250.00		17,500.00	70%	7,500.00	1,750.00
30	3rd Floor Rough and Trim	25,000.00	-	17,500.00		17,500.00	70%	7,500.00	1,750.00
31	4th Floor Rough and Trim	25,000.00	-			-		25,000.00	-
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	15,000.00			15,000.00	60%	10,000.00	1,500.00
36	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	10,000.00			10,000.00	20%	40,000.00	1,000.00
37	2nd Sublevel Garage UG and Deck	200,000.00	180,000.00			180,000.00	90%	20,000.00	19,000.00
38	1st Sublevel Garage and Deck	255,000.00	229,500.00			229,500.00	90%	25,500.00	22,950.00
39	1st Floor Rough and Trim	25,000.00	-			-		25,000.00	-
40	2nd Floor Rough and Trim	25,000.00	-			-		25,000.00	-
41	3rd Floor Rough and Trim	25,000.00	-			-		25,000.00	-
42	4th Floor Rough and Trim	25,000.00	-			-		25,000.00	-
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	-

JA003567

HELIX00236

HELIX-TR-EX-501-229

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
48	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	48,250.00			48,250.00	34%	92,750.00	4,825.00
88	Distribution Package	225,000.00	38,000.00			38,000.00	17%	187,000.00	3,800.00
89	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	5,000.00			5,000.00	10%	45,000.00	500.00
90	Generator	100,000.00	90,000.00	5,000.00		95,000.00	95%	5,000.00	8,500.00
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%	18,500.00	31,350.00
93	1st Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00	3,875.00		23,875.00	25%	71,625.00	-2,387.50
94	1st Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
95	2nd Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00	8,650.00		28,650.00	30%	66,850.00	2,865.00
96	2nd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
97	3rd Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00			20,000.00	21%	75,500.00	2,000.00

JA003568

HELIX00237

HELIX-TR-EX-501-230

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLE.		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
98	3rd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
99	4th Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00			20,000.00	21%	75,500.00	2,000.00
100	4th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
101	5th Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00			20,000.00	21%	75,500.00	2,000.00
102	5th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
103	6th Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00			20,000.00	21%	75,500.00	2,000.00
104	6th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
105	7th Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00			20,000.00	21%	75,500.00	2,000.00
106	7th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
107	8th Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00			20,000.00	21%	75,500.00	2,000.00
108	8th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
109	9th Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00			20,000.00	21%	75,500.00	2,000.00
110	9th Floor Device and Fixture Trim	5,000.00	-			-		8,000.00	-
111	BUILDING #8-TYPE I (76 units)								
112	Light Fixture Package	108,000.00	39,500.00			39,500.00	37%	68,500.00	3,950.00
113	Distribution Package	83,000.00	63,000.00	7,500.00		70,500.00	85%	12,500.00	7,050.00
114	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
115	Underslab Branch Conduit & Wire	85,000.00	78,500.00			78,500.00	90%	8,500.00	7,850.00
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	63,750.00	4,000.00		67,750.00	90%	7,250.00	6,775.00
118	1st Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
119	2nd Floor Rough Walls/Ceilings	75,000.00	63,750.00	4,000.00		67,750.00	90%	7,250.00	6,775.00
120	2nd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
121	3rd Floor Rough Walls/Ceilings	75,000.00	63,750.00	4,000.00		67,750.00	90%	7,250.00	6,775.00
122	3rd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
123	4th Floor Rough Walls/Ceilings	75,000.00	15,000.00	52,750.00		67,750.00	90%	7,250.00	6,775.00
124	4th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
125	BUILDING #9-TYPE I (76 units)								
126	Light Fixture Package	108,000.00	39,500.00			39,500.00	37%	68,500.00	3,950.00
127	Distribution Package	83,000.00	68,000.00	7,000.00		75,000.00	90%	8,000.00	7,500.00
128	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
129	Underslab Branch Conduit & Wire	85,000.00	78,500.00			78,500.00	90%	8,500.00	7,850.00
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	63,750.00	4,000.00		67,750.00	90%	7,250.00	6,775.00
132	1st Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
133	2nd Floor Rough Walls/Ceilings	75,000.00	63,750.00	4,000.00		67,750.00	90%	7,250.00	6,775.00
134	2nd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
135	3rd Floor Rough Walls/Ceilings	75,000.00	63,750.00	4,000.00		67,750.00	90%	7,250.00	6,775.00
136	3rd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
137	4th Floor Rough Walls/Ceilings	75,000.00	15,000.00	52,750.00		67,750.00	90%	7,250.00	6,775.00
138	4th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
139	BUILDING #10-TYPE I (76 units)								
140	Light Fixture Package	108,000.00	-			-		108,000.00	-
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	-

HELIX00238

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETE		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
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	3,697,225.00	270,775.00		3,938,000.00	30%	9,292,000.00	393,800.00

HELIX00239

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	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					-		-	-
209	CO#4-Overtime B8 & B9	10,000.00		10,000.00		10,000.00	100%	-	1,000.00
210	CO#5-Delete Utility Smba 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		22,750.00		22,750.00	50%	22,722.00	2,275.00
213	CO#8-Building #8 Options	42,894.00		21,500.00		21,500.00	50%	21,494.00	2,150.00
214						-		-	-
215						-		-	-
216						-		-	-
217						-		-	-
218						-		-	-
219						-		-	-
220						-		-	-
221						-		-	-
222						-		-	-
223						-		-	-
224						-		-	-
225						-		-	-
226						-		-	-
227						-		-	-
228						-		-	-
229						-		-	-
230						-		-	-
231						-		-	-
232						-		-	-
233						-		-	-
234						-		-	-
235						-		-	-
236						-		-	-
237						-		-	-
	<b>Total Change Orders</b>	<b>72,088.00</b>		<b>27,872.00</b>		<b>27,872.00</b>	<b>39%</b>	<b>44,216.00</b>	<b>2,787.20</b>
	<b>Total Revised Contract</b>	<b>13,302,088.00</b>	<b>3,667,225.00</b>	<b>298,847.00</b>		<b>3,965,872.00</b>	<b>30%</b>	<b>9,336,216.00</b>	<b>398,587.20</b>

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G/C)	BALANCE TO FINISH (G - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
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								
209	CO#4-Overtime B8 & B9	10,000.00	10,000.00			10,000.00	100%		1,000.00
210	CO#5-Deleta Utility Shubs Phase I	(16,000.00)	(16,000.00)			(16,000.00)	100%		(1,800.00)
211	CO#6-Deleta 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	16,600.00	6,250.00		22,750.00	60%	22,722.00	2,275.00
213	CO#8-Building #8 Options	42,894.00		21,500.00		21,500.00	60%	21,494.00	2,160.00
214									
216									
216									
217									
218									
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226									
227									
228									
229									
230									
231									
232									
233									
234									
235									
236									
237									
Total Change Orders		72,088.00	122.00	27,760.00		27,872.00	35%	44,216.00	2,767.20
Total Revised Contract		13,302,088.00	3,667,347.00	298,525.00		3,665,872.00	30%	8,036,216.00	398,687.20





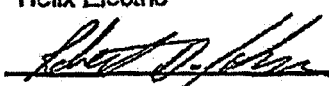
**CONDITIONAL WAIVER AND RELEASE  
UPON PROGRESS PAYMENT**

Property Name:	<u>Manhattan West</u>
Property Location:	<u>9255 W Russell Road Las Vegas, NV 89148</u>
Undersigned's Customer:	<u>APCO Construction</u>
Inv./Pmt Application No:	<u>16713-008R1</u>
Payment Amount:	<u>\$268,672.50</u>

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 the 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 laborers, subcontractors, materialmen and suppliers for all work, materials or equipment that are the subject of the waiver and release.

Dated: May 15, 2008

Helix Electric  
By:   
Its: Robert D Johnson, Vice President



**Helix Electric**  
CONSTRUCTORS • ENGINEERS

INVOICE # 16713-008R1

CUSTOMER # 1611

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

INVOICE DATE: 20-May-08

PERIOD THRU: 5/31/2008

OUR JOB NO.: 16713

JOB NAME: Manhattan West

YOUR JOB NO.:

ORIGINAL CONTRACT		13,230,000.00
CHANGE ORDER THROUGH #		72,088.00
CONTRACT AMOUNT TO DATE		13,302,088.00
GROSS BILLING	30%	3,965,872.00
PREVIOUSLY BILLED		3,667,347.00
GROSS CURRENT PERIOD		298,525.00
RETENTION	10%	29,852.50
NET AMOUNT DUE THIS PERIOD		268,672.50
OUTSTANDING FROM PRIOR PERIOD	Inv #16713-007	369,919.80
<b>TOTAL AMOUNT DUE</b>		<b>638,592</b>

Payment to DEF per section 7182.5 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 proper payment from owner.

3078 AE. Sunset Road, #3, Las Vegas, NV 89120 Tel (702) 782-1188 Fax (702) 732-4388  
Nevada Contractor's License #0053910

HELIX00243

# APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

Page 1 of 2

<b>TO (Owner):</b> Apco Construction 3432 N. 5th Street North Las Vegas, Nv. 89032 Attn: Shawn Bowns <b>FROM:</b> Helix Electric (Contractor) 3078 E. Sunset Rd., Ste#9 Las Vegas, NV 89120	<b>PROJECT:</b> Manhattan Condominiums 130 E. Serene Las Vegas, NV 89123  <b>VIA (ARCHITECT):</b>	<b>APPLICATION NUMBER:</b> 16713-008R1 <b>PERIOD TO:</b> 5/31/2008 <b>PROJECT NOS</b>  <b>CONTRACT DATE:</b>	Distribution to: <input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> 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.

<b>1. PARTIAL CONTRACT SUM</b>	\$ 13,230,000.00
<b>2. Net change by Change Orders</b>	72,088.00
<b>3. CONTRACT SUM TO DATE (Line 1+2)</b>	\$ 13,302,088.00
<b>4. TOTAL COMPLETED &amp; STORED TO DATE</b>	\$ 3,985,872.00
<i>(Column G on G703)</i>	
<b>5. RETAINAGE:</b>	
a. 10% of Completed Work	\$ 398,587.20
(Column D + E on G703)	
b. 10% of Stored Material	\$ -
(Column F on G703)	
<b>Total Retainage (Line 5a + 5b or</b>	
Total in Column I of G703)	\$ 398,587.20
<b>6. TOTAL EARNED LESS RETAINAGE</b>	\$ 3,589,284.80
<i>(Line 4 less Line 5 Total)</i>	
<b>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT</b>	\$ 3,300,612.30
<i>(Line 6 from prior Certificate)</i>	
<b>8. CURRENT PAYMENT DUE</b>	\$ 288,672.50
<b>9. BALANCE TO FINISH, PLUS RETAINAGE</b>	\$ 9,732,803.20
<i>(Line 3 less Line 6)</i>	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total Approved this Month		
<b>TOTALS</b>	-	-
<b>NET CHANGES by Change Order</b>	72,088.00	

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: Robert D. Johnson  
 Robert D. Johnson, Vice President

Date: 5/20/08

State Of: NEVADA  
 County Of: CLARK

Subscribed and sworn to before me this 20th day of May, 2008

Edna K. Bennett  
 Notary Public

My Commission expires: 1/9/2010



## 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 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..... \$288,672.50

*(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.

HELIX00244

CONTINUATION SHEET

AIA DOCUMENT G703

Page 2 of 2

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: 16713-008R1  
 APPLICATION DATE: 5/20/2008  
 PERIOD TO: 6/31/2008  
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	ELECTRICAL ENGINEERING	165,000.00	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	35,000.00	5,000.00	89	40,000.00	33%	80,000.00	4,000.00
4	Project Engineer, CAD, Project Assistant	75,000.00	44,875.00	4,000.00	580	48,875.00	65%	26,125.00	4,887.50
5	Electrical Permits	85,000.00	35,000.00			35,000.00	54%	30,000.00	3,600.00
6	Submittals	10,000.00	10,000.00			10,000.00	100%	-	1,000.00
7	Supervision/Planning/Coordination	120,000.00	78,250.00	8,000.00	418	84,250.00	70%	35,750.00	8,425.00
8	BUILDING #1-TYPE V (52 units)								
9	Light Fixture Package	78,000.00	-			-		78,000.00	-
10	Distribution Package	70,000.00	-			-		70,000.00	-
11	Low Voltage Systems (FA, CCTV, CA, etc)	40,000.00	-			-		40,000.00	-
12	Under slab 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	58,850.00		95	58,850.00	90%	6,650.00	5,895.00
24	Distribution Package	25,000.00	15,000.00	7,500.00	97	22,500.00	90%	2,500.00	2,250.00
25	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	10,000.00	20,000.00	97	30,000.00	60%	20,000.00	3,000.00
26	2nd Sublevel Garage UG and Deck	200,000.00	180,000.00	10,000.00	98	190,000.00	95%	10,000.00	19,000.00
27	1st Sublevel Garage and Deck	255,000.00	229,500.00	13,000.00	99	242,500.00	95%	12,500.00	24,250.00
28	1st Floor Rough and Trim	25,000.00	12,500.00	5,000.00	99	17,500.00	70%	7,500.00	1,750.00
29	2nd Floor Rough and Trim	25,000.00	8,250.00	11,250.00	100	17,500.00	70%	7,500.00	1,750.00
30	3rd Floor Rough and Trim	25,000.00	-	17,500.00	100	17,500.00	70%	7,500.00	1,750.00
31	4th Floor Rough and Trim	25,000.00	-	-		-		25,000.00	-
32	Roof Pina	2,500.00	-	-		-		2,500.00	-
33	BUILDING #3-TYPE II								
34	Light Fixture Package	65,500.00	58,850.00			58,850.00	90%	6,650.00	5,895.00
35	Distribution Package	25,000.00	15,000.00			15,000.00	60%	10,000.00	1,500.00
36	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	10,000.00			10,000.00	20%	40,000.00	1,000.00
37	2nd Sublevel Garage UG and Deck	200,000.00	180,000.00			180,000.00	90%	20,000.00	18,000.00
38	1st Sublevel Garage and Deck	259,000.00	229,500.00			229,500.00	90%	25,500.00	22,950.00
39	1st Floor Rough and Trim	25,000.00	-			-		25,000.00	-
40	2nd Floor Rough and Trim	25,000.00	-			-		25,000.00	-
41	3rd Floor Rough and Trim	25,000.00	-			-		25,000.00	-
42	4th Floor Rough and Trim	25,000.00	-			-		25,000.00	-
43	Roof Pina	2,500.00	-			-		2,500.00	-
44	BUILDING #4-TYPE V (52 units)								
45	Light Fixture Package	78,000.00	-			-		78,000.00	-

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		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
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
46	Distribution Package	70,000.00	-	-	-	-	-	70,000.00	-
47	Low Voltage Systems (FA, CCTV, CA, etc	40,000.00	-	-	-	-	-	40,000.00	-
48	Underlab Branch Conduit & Wire	57,000.00	-	-	-	-	-	57,000.00	-
49	Garage & 1st floor deck-conduit/wire	278,000.00	-	-	-	-	-	278,000.00	-
50	1st Floor Rough Walls/Ceilings	68,000.00	-	-	-	-	-	68,000.00	-
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 #3-TYPE I (76 units)	-	-	-	-	-	-	-	-
59	Light Fixture Package	108,000.00	-	-	-	-	-	108,000.00	-
60	Distribution Package	83,000.00	-	-	-	-	-	83,000.00	-
61	Low Voltage Systems (FA, CCTV, CA, etc	50,000.00	-	-	-	-	-	50,000.00	-
62	Underlab 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	108,000.00	-	-	-	-	-	108,000.00	-
74	Distribution Package	83,000.00	-	-	-	-	-	83,000.00	-
75	Low Voltage Systems (FA, CCTV, CA, etc	50,000.00	-	-	-	-	-	50,000.00	-
76	Underlab 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	48,250.00	-	-	48,250.00	34%	92,750.00	4,825.00
88	Distribution Package	223,000.00	38,000.00	-	-	38,000.00	17%	187,000.00	3,800.00
89	Low Voltage Systems (FA, CCTV, CA, etc	50,000.00	8,000.00	-	-	8,000.00	10%	46,000.00	500.00
90	Generator	100,000.00	80,000.00	5,000.00	-422	85,000.00	85%	5,000.00	9,500.00
91	Underlab Branch Conduit & Wire	84,000.00	64,800.00	-	-	64,800.00	85%	3,600.00	9,460.00
92	Garage & 1st floor deck-conduit/wire	330,000.00	313,800.00	-	-	313,800.00	85%	16,500.00	31,350.00
93	1st Floor Rough Deck/Walls/Ceilings	85,800.00	20,000.00	3,878.00	-425	23,878.00	28%	71,822.00	2,387.50
94	1st Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
95	2nd Floor Rough Deck/Walls/Ceilings	88,800.00	20,000.00	8,650.00	-427	28,650.00	30%	66,850.00	2,865.00
96	2nd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
97	3rd Floor Rough Deck/Walls/Ceilings	85,500.00	20,000.00	-	-	20,000.00	21%	75,500.00	2,000.00

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D O R E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
98	3rd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
99	4th Floor Rough Deck/Walls/Ceilings	85,500.00	20,000.00	-	-	20,000.00	21%	75,500.00	2,000.00
100	4th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
101	5th Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00	-	-	20,000.00	21%	75,500.00	2,000.00
102	5th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
103	6th Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00	-	-	20,000.00	21%	75,500.00	2,000.00
104	6th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
106	7th Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00	-	-	20,000.00	21%	75,500.00	2,000.00
109	7th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
107	8th Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00	-	-	20,000.00	21%	75,500.00	2,000.00
108	8th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
109	9th Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00	-	-	20,000.00	21%	75,500.00	2,000.00
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	38,500.00	-	-	38,500.00	37%	68,500.00	3,960.00
113	Distribution Package	83,000.00	83,000.00	7,500.00	585	70,500.00	85%	12,500.00	7,050.00
114	Low Voltage Systems (PA, CCTV, CA, etc)	50,000.00	20,000.00	5,000.00	586	25,000.00	50%	25,000.00	2,500.00
116	Underlab Branch Conduit & Wire	85,000.00	76,500.00	-	-	76,500.00	90%	8,500.00	7,650.00
118	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	63,750.00	4,000.00	589	67,750.00	90%	7,250.00	6,775.00
118	1st Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
119	2nd Floor Rough Walls/Ceilings	75,000.00	83,750.00	4,000.00	591	87,750.00	90%	7,250.00	6,775.00
120	2nd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
121	3rd Floor Rough Walls/Ceilings	75,000.00	83,750.00	4,000.00	593	87,750.00	90%	7,250.00	6,775.00
122	3rd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
123	4th Floor Rough Walls/Ceilings	75,000.00	15,000.00	52,750.00	595	67,750.00	90%	7,250.00	6,775.00
124	4th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
125	BUILDING #9-TYPE I (76 units)	-	-	-	-	-	-	-	-
126	Light Fixture Package	108,000.00	38,500.00	-	-	38,500.00	37%	68,500.00	3,960.00
127	Distribution Package	83,000.00	83,000.00	7,000.00	739	75,000.00	90%	8,000.00	7,500.00
128	Low Voltage Systems (PA, CCTV, CA, etc)	50,000.00	20,000.00	5,000.00	740	25,000.00	50%	25,000.00	2,500.00
129	Underlab 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	63,750.00	4,000.00	743	67,750.00	90%	7,250.00	6,775.00
132	1st Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
133	2nd Floor Rough Walls/Ceilings	75,000.00	83,750.00	4,000.00	745	87,750.00	90%	7,250.00	6,775.00
134	2nd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
135	3rd Floor Rough Walls/Ceilings	75,000.00	63,750.00	4,000.00	747	67,750.00	90%	7,250.00	6,775.00
136	3rd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
137	4th Floor Rough Walls/Ceilings	75,000.00	15,000.00	52,750.00	749	67,750.00	90%	7,250.00	6,775.00
138	4th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
139	BUILDING #10-TYPE I (76 units)	-	-	-	-	-	-	-	-
140	Light Fixture Package	108,000.00	-	-	-	-	-	108,000.00	-
141	Distribution Package	83,000.00	-	-	-	-	-	83,000.00	-
142	Low Voltage Systems (PA, CCTV, CA, etc)	50,000.00	-	-	-	-	-	50,000.00	-
143	Underlab 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 ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
180	3rd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
181	4th Floor Rough Walls/Ceilings	75,000.00	-	-	-	-	-	75,000.00	-
182	4th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
183	BUILDING #11-TYPE I (76 units)	-	-	-	-	-	-	-	-
184	Light Fixture Package	108,000.00	-	-	-	-	-	108,000.00	-
185	Distribution Package	83,000.00	-	-	-	-	-	83,000.00	-
186	Low Voltage Systems (FA, CCTV, CA, etc)	60,000.00	-	-	-	-	-	60,000.00	-
187	Under slab Branch Conduit & Wire	85,000.00	-	-	-	-	-	85,000.00	-
188	Garage & 1st floor deck-conduit/wire	400,000.00	-	-	-	-	-	400,000.00	-
189	1st Floor Rough Walls/Ceilings	75,000.00	-	-	-	-	-	75,000.00	-
190	1st Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
191	2nd Floor Rough Walls/Ceilings	75,000.00	-	-	-	-	-	75,000.00	-
192	2nd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
193	3rd Floor Rough Walls/Ceilings	75,000.00	-	-	-	-	-	75,000.00	-
194	3rd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
195	4th Floor Rough Walls/Ceilings	75,000.00	-	-	-	-	-	75,000.00	-
196	4th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
197	BUILDING #12-TYPE IV (66 units)	-	-	-	-	-	-	-	-
198	Light Fixture Package	88,000.00	-	-	-	-	-	88,000.00	-
199	Distribution Package	77,500.00	-	-	-	-	-	77,500.00	-
200	Low Voltage Systems (FA, CCTV, CA, etc)	45,000.00	-	-	-	-	-	45,000.00	-
201	Under slab Branch Conduit & Wire	78,000.00	-	-	-	-	-	78,000.00	-
202	Garage & 1st floor deck-conduit/wire	360,000.00	-	-	-	-	-	360,000.00	-
203	1st Floor Rough Walls/Ceilings	70,000.00	-	-	-	-	-	70,000.00	-
204	1st Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
205	2nd Floor Rough Walls/Ceilings	70,000.00	-	-	-	-	-	70,000.00	-
206	2nd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
207	3rd Floor Rough Walls/Ceilings	70,000.00	-	-	-	-	-	70,000.00	-
208	3rd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
209	4th Floor Rough Walls/Ceilings	70,000.00	-	-	-	-	-	70,000.00	-
210	4th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
211	SITE LIGHTING	-	-	-	-	-	-	-	-
212	Furnish Landscape Lighting	257,000.00	-	-	-	-	-	257,000.00	-
213	Furnish Courtyard Lighting	69,000.00	-	-	-	-	-	69,000.00	-
214	Furnish Sports Lighting	8,000.00	-	-	-	-	-	8,000.00	-
215	Furnish Parking Lot Pole Lighting	64,000.00	-	-	-	-	-	64,000.00	-
216		-	-	-	-	-	-	-	-
217		-	-	-	-	-	-	-	-
218		-	-	-	-	-	-	-	-
219		-	-	-	-	-	-	-	-
220		-	-	-	-	-	-	-	-
221		-	-	-	-	-	-	-	-
222		-	-	-	-	-	-	-	-
223		-	-	-	-	-	-	-	-
224		-	-	-	-	-	-	-	-
225		-	-	-	-	-	-	-	-
226		-	-	-	-	-	-	-	-
227		-	-	-	-	-	-	-	-
228		-	-	-	-	-	-	-	-
229		-	-	-	-	-	-	-	-
230		-	-	-	-	-	-	-	-
231		-	-	-	-	-	-	-	-
232		-	-	-	-	-	-	-	-
233		-	-	-	-	-	-	-	-
234		-	-	-	-	-	-	-	-
235		-	-	-	-	-	-	-	-
236		-	-	-	-	-	-	-	-
237		-	-	-	-	-	-	-	-
238		-	-	-	-	-	-	-	-
239		-	-	-	-	-	-	-	-
240		-	-	-	-	-	-	-	-
241		-	-	-	-	-	-	-	-
242		-	-	-	-	-	-	-	-
243		-	-	-	-	-	-	-	-
244		-	-	-	-	-	-	-	-
245		-	-	-	-	-	-	-	-
246		-	-	-	-	-	-	-	-
247		-	-	-	-	-	-	-	-
248		-	-	-	-	-	-	-	-
249		-	-	-	-	-	-	-	-
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251		-	-	-	-	-	-	-	-
252		-	-	-	-	-	-	-	-
253		-	-	-	-	-	-	-	-
254		-	-	-	-	-	-	-	-
255		-	-	-	-	-	-	-	-
256		-	-	-	-	-	-	-	-
257		-	-	-	-	-	-	-	-
258		-	-	-	-	-	-	-	-
259		-	-	-	-	-	-	-	-
260		-	-	-	-	-	-	-	-
261		-	-	-	-	-	-	-	-
262		-	-	-	-	-	-	-	-
263		-	-	-	-	-	-	-	-
264		-	-	-	-	-	-	-	-
265		-	-	-	-	-	-	-	-
266		-	-	-	-	-	-	-	-
267		-	-	-	-	-	-	-	-
268		-	-	-	-	-	-	-	-
269		-	-	-	-	-	-	-	-
270		-	-	-	-	-	-	-	-
271		-	-	-	-	-	-	-	-
272		-	-	-	-	-	-	-	-
273		-	-	-	-	-	-	-	-
274		-	-	-	-	-	-	-	-
275		-	-	-	-	-	-	-	-
276		-	-	-	-	-	-	-	-
277		-	-	-	-	-	-	-	-
278		-	-	-	-	-	-	-	-
279		-	-	-	-	-	-	-	-
280		-	-	-	-	-	-	-	-
281		-	-	-	-	-	-	-	-
282		-	-	-	-	-	-	-	-
283		-	-	-	-	-	-	-	-
284		-	-	-	-	-	-	-	-
285		-	-	-	-	-	-	-	-
286		-	-	-	-	-	-	-	-
287		-	-	-	-	-	-	-	-
288		-	-	-	-	-	-	-	-
289		-	-	-	-	-	-	-	-
290		-	-	-	-	-	-	-	-
291		-	-	-	-	-	-	-	-
292		-	-	-	-	-	-	-	-
293		-	-	-	-	-	-	-	-
294		-	-	-	-	-	-	-	-
295		-	-	-	-	-	-	-	-
296		-	-	-	-	-	-	-	-
297		-	-	-	-	-	-	-	-
298		-	-	-	-	-	-	-	-
299		-	-	-	-	-	-	-	-
300		-	-	-	-	-	-	-	-
301		-	-	-	-	-	-	-	-
302		-	-	-	-	-	-	-	-
303		-	-	-	-	-	-	-	-
304		-	-	-	-	-	-	-	-
305		-	-	-	-	-	-	-	-
306	Original Contract Totals	13,230,000.00	3,587,225.00	270,776.00	-	3,858,000.00	30%	8,292,000.00	393,500.00

# APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

Page 1 of 2

TO (Owner): **Apco Construction**  
 3432 N. 5th Street  
 North Las Vegas, Nv. 89032  
 Attn: Shawn Bowne

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

PROJECT: **Manhattan Condominiums**  
 330 E. Serene  
 Las Vegas, NV 89120

VIA (ARCHITECT):

APPLICATION NUMBER: 16713-008R1  
 PERIOD TO: 5/31/2008  
 PROJECT NOS  
 CONTRACT DATE:

Distribution to:

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

JOB # 16713  
 FILE # 1  
 OTHER

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.

<b>1. PARTIAL CONTRACT SUM</b>	\$ 13,230,000.00
<b>2. Net change by Change Orders</b>	72,088.00
<b>3. CONTRACT SUM TO DATE (Line 1+2)</b>	\$ 13,302,088.00
<b>4. TOTAL COMPLETED &amp; STORED TO DATE</b>	\$ 3,965,750.00
(Column G on G703)	
<b>5. RETAINAGE:</b>	
a. 10% of Completed Work (Column D + E on G703)	\$ 396,575.00
b. 10% of Stored Material (Column F on G703)	\$ -
<b>Total Retainage (Line 5a + 5b or         Total in Column I of G703)</b>	\$ 396,575.00
<b>6. TOTAL EARNED LESS RETAINAGE</b>	\$ 3,569,175.00
(Line 4 less Line 5 Total)	
<b>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT</b>	\$ 3,300,502.50
(Line 6 from prior Certificate)	
<b>8. CURRENT PAYMENT DUE</b>	\$ 268,672.50
<b>9. BALANCE TO FINISH, PLUS RETAINAGE</b>	\$ 9,732,913.00
(Line 3 less Line 6)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total Approved this Month		
<b>TOTALS</b>	-	-
<b>NET CHANGES by Change Order</b>	72,088.00	

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: 5/20/08  
 Robert D Johnson, Vice President

State Of: NEVADA  
 County Of: CLARK  
 Subscribed and sworn to before  
 me this 20th day of May, 2008

Notary Public:  
 My Commission expires: 1/9/2010

## 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..... \$268,672.50

(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 D NT G703

Page 2 of 2

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

APPLICATION NUMBER: 16713-008R1

Contractor's signed Certification is attached.

APPLICATION DATE: 5/20/2008

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

PERIOD TO: 5/31/2008

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

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
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	35,000.00	5,000.00		40,000.00	33%	80,000.00	4,000.00
4	Project Engineer, CAD, Project Assistant	75,000.00	44,875.00	4,000.00		48,875.00	65%	26,125.00	4,887.50
5	Electrical Permits	65,000.00	35,000.00			35,000.00	54%	30,000.00	3,500.00
6	Submittals	10,000.00	10,000.00			10,000.00	100%	-	1,000.00
7	Supervision/Planning/Coordination	120,000.00	78,250.00	6,000.00		84,250.00	70%	35,750.00	8,425.00
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	Underlab 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	15,000.00	7,500.00		22,500.00	90%	2,500.00	2,250.00
25	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	10,000.00	20,000.00		30,000.00	60%	20,000.00	3,000.00
26	2nd Sublevel Garage UG and Deck	200,000.00	180,000.00	10,000.00		190,000.00	85%	10,000.00	19,000.00
27	1st Sublevel Garage and Deck	255,000.00	229,500.00	13,000.00		242,500.00	95%	12,500.00	24,250.00
28	1st Floor Rough and Trim	25,000.00	12,500.00	5,000.00		17,500.00	70%	7,500.00	1,750.00
29	2nd Floor Rough and Trim	25,000.00	6,250.00	11,250.00		17,500.00	70%	7,500.00	1,750.00
30	3rd Floor Rough and Trim	25,000.00	-	17,500.00		17,500.00	70%	7,500.00	1,750.00
31	4th Floor Rough and Trim	25,000.00	-			-		25,000.00	-
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	15,000.00			15,000.00	60%	10,000.00	1,500.00
36	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	10,000.00			10,000.00	20%	40,000.00	1,000.00
37	2nd Sublevel Garage UG and Deck	200,000.00	180,000.00			180,000.00	90%	20,000.00	18,000.00
38	1st Sublevel Garage and Deck	255,000.00	229,500.00			229,500.00	90%	25,500.00	22,950.00
39	1st Floor Rough and Trim	25,000.00	-			-		25,000.00	-
40	2nd Floor Rough and Trim	25,000.00	-			-		25,000.00	-
41	3rd Floor Rough and Trim	25,000.00	-			-		25,000.00	-
42	4th Floor Rough and Trim	25,000.00	-			-		25,000.00	-
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	-

HELIX00250

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPL		F MATERIALS PRESENTLY STORED (NOT IN D O R E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
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	108,000.00	-	-	-	-	-	108,000.00	-
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	108,000.00	-	-	-	-	-	108,000.00	-
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	48,250.00	-	-	48,250.00	34%	92,750.00	4,825.00
88	Distribution Package	225,000.00	38,000.00	-	-	38,000.00	17%	187,000.00	3,800.00
89	Low Voltage Systems (FA, CCTV, CA, etc	50,000.00	5,000.00	-	-	5,000.00	10%	45,000.00	500.00
90	Generator	100,000.00	90,000.00	5,000.00	-	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	20,000.00	3,875.00	-	23,875.00	25%	71,625.00	2,387.50
94	1st Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
95	2nd Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00	8,850.00	-	28,850.00	30%	66,850.00	2,685.00
96	2nd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
97	3rd Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00	-	-	20,000.00	21%	75,500.00	2,000.00

HELIX00251

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		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
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
			98	3rd Floor Device and Fixture Trim					
99	4th Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00	-	-	20,000.00	75,500.00	2,000.00	
100	4th Floor Device and Fixture Trim	10,000.00	-	-	-	-	10,000.00	-	
101	5th Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00	-	-	20,000.00	75,500.00	2,000.00	
102	5th Floor Device and Fixture Trim	10,000.00	-	-	-	-	10,000.00	-	
103	6th Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00	-	-	20,000.00	75,500.00	2,000.00	
104	6th Floor Device and Fixture Trim	10,000.00	-	-	-	-	10,000.00	-	
105	7th Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00	-	-	20,000.00	75,500.00	2,000.00	
108	7th Floor Device and Fixture Trim	10,000.00	-	-	-	-	10,000.00	-	
107	8th Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00	-	-	20,000.00	75,500.00	2,000.00	
108	8th Floor Device and Fixture Trim	10,000.00	-	-	-	-	10,000.00	-	
109	9th Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00	-	-	20,000.00	75,500.00	2,000.00	
110	9th Floor Device and Fixture Trim	5,000.00	-	-	-	-	6,000.00	-	
111	BUILDING #8-TYPE I (76 units)	-	-	-	-	-	-	-	
112	Light Fixture Package	108,000.00	39,500.00	-	-	39,500.00	66,500.00	3,950.00	
113	Distribution Package	83,000.00	63,000.00	7,500.00	-	70,500.00	12,500.00	7,050.00	
114	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	20,000.00	5,000.00	-	25,000.00	25,000.00	2,500.00	
115	Underslab Branch Conduit & Wire	85,000.00	76,500.00	-	-	76,500.00	8,500.00	7,650.00	
116	Garage & 1st floor deck-conduit/wire	400,000.00	380,000.00	-	-	380,000.00	20,000.00	38,000.00	
117	1st Floor Rough Walls/Ceilings	75,000.00	63,750.00	4,000.00	-	67,750.00	7,250.00	6,775.00	
118	1st Floor Device and Fixture Trim	10,000.00	-	-	-	-	10,000.00	-	
119	2nd Floor Rough Walls/Ceilings	75,000.00	63,750.00	4,000.00	-	67,750.00	7,250.00	6,775.00	
120	2nd Floor Device and Fixture Trim	10,000.00	-	-	-	-	10,000.00	-	
121	3rd Floor Rough Walls/Ceilings	75,000.00	63,750.00	4,000.00	-	67,750.00	7,250.00	6,775.00	
122	3rd Floor Device and Fixture Trim	10,000.00	-	-	-	-	10,000.00	-	
123	4th Floor Rough Walls/Ceilings	75,000.00	15,000.00	52,750.00	-	67,750.00	7,250.00	6,775.00	
124	4th Floor Device and Fixture Trim	10,000.00	-	-	-	-	10,000.00	-	
125	BUILDING #9-TYPE I (76 units)	-	-	-	-	-	-	-	
126	Light Fixture Package	108,000.00	39,500.00	-	-	39,500.00	66,500.00	3,950.00	
127	Distribution Package	83,000.00	68,000.00	7,000.00	-	75,000.00	8,000.00	7,500.00	
128	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	20,000.00	5,000.00	-	25,000.00	25,000.00	2,500.00	
129	Underslab Branch Conduit & Wire	85,000.00	76,500.00	-	-	76,500.00	8,500.00	7,650.00	
130	Garage & 1st floor deck-conduit/wire	400,000.00	380,000.00	-	-	380,000.00	20,000.00	38,000.00	
131	1st Floor Rough Walls/Ceilings	75,000.00	63,750.00	4,000.00	-	67,750.00	7,250.00	6,775.00	
132	1st Floor Device and Fixture Trim	10,000.00	-	-	-	-	10,000.00	-	
133	2nd Floor Rough Walls/Ceilings	75,000.00	63,750.00	4,000.00	-	67,750.00	7,250.00	6,775.00	
134	2nd Floor Device and Fixture Trim	10,000.00	-	-	-	-	10,000.00	-	
135	3rd Floor Rough Walls/Ceilings	75,000.00	63,750.00	4,000.00	-	67,750.00	7,250.00	6,775.00	
136	3rd Floor Device and Fixture Trim	10,000.00	-	-	-	-	10,000.00	-	
137	4th Floor Rough Walls/Ceilings	75,000.00	15,000.00	52,750.00	-	67,750.00	7,250.00	6,775.00	
138	4th Floor Device and Fixture Trim	10,000.00	-	-	-	-	10,000.00	-	
139	BUILDING #10-TYPE I (76 units)	-	-	-	-	-	-	-	
140	Light Fixture Package	108,000.00	-	-	-	-	108,000.00	-	
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	-	

JA003583

HELIX00252

HELIX-TR-EX-501-245

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
150	3rd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
161	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	-
165	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	98,000.00	-	-	-	-	-	98,000.00	-
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									
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198									
199									
200									
201									
202									
203									
204									
205									
	Original Contract Totals	13,230,000.00	3,667,225.00	270,775.00		3,938,000.00	30%	9,292,000.00	393,800.00

JA003584

HELIX00253

HELIX-TR-EX-501-246

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	CHANGE ORDERS								
208	CO#1-Contract Adjustment (inc. above)					-		-	-
207	CO#2-Apco Trailer Hookup	1,622.00				-		1,622.00	-
208	CO#3-Options					-		-	-
209	CO#4-Overtime B8 & B9	10,000.00				-		10,000.00	-
210	CO#5-Delete Utility Stubs Phase I	(15,000.00)				-		(15,000.00)	-
211	CO#5-Delete Site Conduits-Phase I & II	(13,000.00)				-		(13,000.00)	-
212	CO#7-Building #9 Options	45,472.00		6,250.00		6,250.00	14%	39,222.00	625.00
213	CO#8-Building #8 Options	42,994.00		21,500.00		21,500.00	50%	21,494.00	2,150.00
214						-		-	-
215						-		-	-
216						-		-	-
217						-		-	-
218						-		-	-
219						-		-	-
220						-		-	-
221						-		-	-
222						-		-	-
223						-		-	-
224						-		-	-
225						-		-	-
226						-		-	-
227						-		-	-
228						-		-	-
229						-		-	-
230						-		-	-
231						-		-	-
232						-		-	-
233						-		-	-
234						-		-	-
235						-		-	-
236						-		-	-
237						-		-	-
	Total Change Orders	72,088.00		27,750.00		27,750.00	38%	44,338.00	2,775.00
	Total Revised Contract	13,302,088.00	3,667,225.00	298,625.00		3,965,750.00	30%	8,336,338.00	396,575.00

HELIX00254



**Helix Electric**  
CONSTRUCTORS • ENGINEERS

**LETTER OF TRANSMITTAL**

DATE:	6/18/2008	JOB NO.	16713
RE:	Manhattan West		
PWP#:			

TO: APCO Construction  
3432 N 5th Street  
N Las Vegas, NV 89032

ATTN: Shawn Bowne/Mary Jo

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	5/15/2008		Payment Application Inv # 16713-008R1
1	5/15/2008		Conditional Release 5/31/2008

THESE ARE TRANSMITTED as checked below:

- For approval
- For your use
- As requested
- For review and comment
- FOR BIDS DJE \_\_\_\_\_ 20 \_\_\_\_\_
- Approved as submitted
- Approved as noted
- Returned for corrections
- \_\_\_\_\_
- Resubmit \_\_\_\_\_ copies for approval
- Submit \_\_\_\_\_ copies for distribution
- Return \_\_\_\_\_ corrected prints
- PRINTS RETURNED AFTER LOAN TO US

REMARKS:

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Name: Edna K Bennett  
Title: Project Assistant

PO#  
FX# (702) 450-8227

Received by: *E. Coates*  
Printed Name: E. Coates  
Date: 6/18/08

3078 E. Sunset Road, Suite 9, Las Vegas, NV 89120 (702) 732-1188 Fax: (702) 732-4386  
Nevada Contractor's License No. 0053810

HELIX00255



**Helix Electric**  
CONSTRUCTORS • ENGINEERS

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

INVOICE # 16713-008R1  
CUSTOMER # 1611

JOB # 16713  
FILE # 1  
OTHER \_\_\_\_\_

INVOICE DATE: 20-May-08  
PERIOD THRU: 5/31/2008  
OUR JOB NO.: 16713  
JOB NAME: Manhattan West

YOUR JOB NO.:

ORIGINAL CONTRACT		13,230,000.00
CHANGE ORDER THROUGH #		72,088.00
CONTRACT AMOUNT TO DATE		13,302,088.00
GROSS BILLING	30%	3,965,872.00
PREVIOUSLY BILLED		3,667,347.00
GROSS CURRENT PERIOD		298,525.00
RETENTION	10%	29,852.50
NET AMOUNT DUE THIS PERIOD		268,672.50
OUTSTANDING FROM PRIOR PERIOD	Inv #16713-007	369,919.80
<b>TOTAL AMOUNT DUE</b>		<b>638,592</b>

Payment to D&P code section 7101.5 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

HELIX00256

HELIX-TR-EX-501-249

JA003587

# APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

Page 1 of 2

<b>TO (Owner):</b> Apco Construction 3432 N. 5th Street North Las Vegas, Nv. 89032 Attn: Shawn Bowne  <b>FROM :</b> Helix Electric (Contractor) 3078 E. Sunset Rd., Ste#9 Las Vegas, NV 89120	<b>PROJECT:</b> A Manhattan Condominiums 330 E. Serene Las Vegas, NV 89123  <b>VIA (ARCHITECT):</b>	<b>APPLICATION NUMBER:</b> 16713-008R1 <b>PERIOD TO:</b> 5/31/2008 <b>PROJECT NOS</b>  <b>CONTRACT DATE:</b>	Distribution to: <input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR
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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.

<b>1. PARTIAL CONTRACT SUM</b>	\$ 13,230,000.00
<b>2. Net change by Change Orders</b>	72,088.00
<b>3. CONTRACT SUM TO DATE (Line 1+2)</b>	\$ 13,302,088.00
<b>4. TOTAL COMPLETED &amp; STORED TO DATE</b>	\$ 3,965,872.00
<i>(Column G on G703)</i>	
<b>5. RETAINAGE:</b>	
a. 10% of Completed Work <i>(Column D + E on G703)</i>	\$ 396,587.20
b. 10% of Stored Material <i>(Column F on G703)</i>	\$ -
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$ 396,587.20
<b>6. TOTAL EARNED LESS RETAINAGE</b>	\$ 3,569,284.80
<i>(Line 4 less Line 5 Total)</i>	
<b>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT</b>	\$ 3,300,612.30
<i>(Line 6 from prior Certificate)</i>	
<b>8. CURRENT PAYMENT DUE</b>	\$ 268,672.50
<b>9. BALANCE TO FINISH, PLUS RETAINAGE</b>	\$ 9,732,803.20
<i>(Line 3 less Line 6)</i>	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner	-	-
Total Approved this Month	-	-
<b>TOTALS</b>	-	-
<b>NET CHANGES by Change Order</b>	72,088.00	

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: *Robert D. Johnson* Date: 5/20/08  
 By: *Robert D. Johnson*  
 Robert D. Johnson, Vice President

State Of: NEVADA  
 County Of: CLARK  
 Subscribed and sworn to before me this 20th day of May, 2008

*Edna K. Bennett*  
 Notary Public:  
 My Commission expires: 1/9/2010



## 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..... \$268,672.50

*(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.

HELIX00257



CONTINUATION SHEET

AIA DOCUMENT G703

Page 2 of 2

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: 16713-008R1  
 APPLICATION DATE: 5/20/2008  
 PERIOD TO: 5/31/2008  
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	ELECTRICAL ENGINEERING	155,000.00	83,700.00			83,700.00	54%	71,300.00	8,370.00
2	MOBILIZATION	80,000.00	60,000.00			60,000.00	100%	-	6,000.00
3	Office Trailer/Admin. 24 months	120,000.00	35,000.00	5,000.00		40,000.00	33%	80,000.00	4,000.00
4	Project Engineer, CAD, Project Assistant	75,000.00	44,875.00	4,000.00		48,875.00	65%	26,125.00	4,887.50
5	Electrical Permits	65,000.00	35,000.00			35,000.00	54%	30,000.00	3,500.00
6	Submittals	10,000.00	10,000.00			10,000.00	100%	-	1,000.00
7	Supervision/Planning/Coordination	120,000.00	78,250.00	8,000.00		86,250.00	70%	35,750.00	8,425.00
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	Under slab 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	63,950.00	58,950.00			58,950.00	90%	6,550.00	5,895.00
24	Distribution Package	25,000.00	15,000.00	7,500.00		22,500.00	90%	2,500.00	2,250.00
25	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	10,000.00	20,000.00		30,000.00	60%	20,000.00	3,000.00
26	2nd Sublevel Garage UG and Deck	200,000.00	180,000.00	10,000.00		190,000.00	95%	10,000.00	18,000.00
27	1st Sublevel Garage and Deck	255,000.00	229,500.00	13,000.00		242,500.00	95%	12,500.00	24,250.00
28	1st Floor Rough and Trim	25,000.00	12,500.00	5,000.00		17,500.00	70%	7,500.00	1,750.00
29	2nd Floor Rough and Trim	25,000.00	6,250.00	11,250.00		17,500.00	70%	7,500.00	1,750.00
30	3rd Floor Rough and Trim	25,000.00	-	17,500.00		17,500.00	70%	7,500.00	1,750.00
31	4th Floor Rough and Trim	25,000.00	-			-		25,000.00	-
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	15,000.00			15,000.00	60%	10,000.00	1,600.00
36	Low Voltage Systems (FA, CCTV, CA, etc)	60,000.00	10,000.00			10,000.00	20%	40,000.00	1,000.00
37	2nd Sublevel Garage UG and Deck	200,000.00	180,000.00			180,000.00	90%	20,000.00	18,000.00
38	1st Sublevel Garage and Deck	255,000.00	229,500.00			229,500.00	90%	25,500.00	22,950.00
39	1st Floor Rough and Trim	25,000.00	-			-		25,000.00	-
40	2nd Floor Rough and Trim	25,000.00	-			-		25,000.00	-
41	3rd Floor Rough and Trim	25,000.00	-			-		25,000.00	-
42	4th Floor Rough and Trim	25,000.00	-			-		25,000.00	-
43	Roof Plan	2,600.00	-			-		2,600.00	-
44	BUILDING #4-TYPE V (52 units)								
45	Light Fixture Package	76,000.00	-			-		76,000.00	-

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
46	Distribution Package	70,000.00	-	-	-	-	70,000.00	-	
47	Low Voltage Systems (FA, CCTV, CA, etc)	40,000.00	-	-	-	-	40,000.00	-	
48	Underlab Branch Conduit & Wire	57,000.00	-	-	-	-	57,000.00	-	
49	Garage & 1st floor deck-conduit/wire	276,000.00	-	-	-	-	276,000.00	-	
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	Underlab 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	Underlab 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	48,250.00	-	-	48,250.00	92,750.00	4,825.00	
88	Distribution Package	223,000.00	38,000.00	-	-	38,000.00	187,000.00	3,800.00	
89	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	5,000.00	-	-	5,000.00	45,000.00	500.00	
90	Generator	100,000.00	90,000.00	5,000.00	-	95,000.00	5,000.00	9,500.00	
91	Underlab Branch Conduit & Wire	68,000.00	64,500.00	-	-	64,500.00	3,500.00	6,450.00	
92	Garage & 1st floor deck-conduit/wire	330,000.00	313,500.00	-	-	313,500.00	16,500.00	31,350.00	
93	1st Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00	3,875.00	-	23,875.00	71,625.00	2,387.50	
94	1st Floor Device and Fixture Trim	10,000.00	-	-	-	-	10,000.00	-	
95	2nd Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00	8,650.00	-	28,650.00	66,850.00	2,865.00	
96	2nd Floor Device and Fixture Trim	10,000.00	-	-	-	-	10,000.00	-	
97	3rd Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00	-	-	20,000.00	75,500.00	2,000.00	

JA003590

HELIX00259

HELIX-TR-EX-501-252

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETE		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
98	3rd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
99	4th Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00	-	-	20,000.00	21%	75,500.00	2,000.00
100	4th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
101	5th Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00	-	-	20,000.00	21%	75,500.00	2,000.00
102	5th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
103	6th Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00	-	-	20,000.00	21%	75,500.00	2,000.00
104	6th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
105	7th Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00	-	-	20,000.00	21%	75,500.00	2,000.00
106	7th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
107	8th Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00	-	-	20,000.00	21%	75,500.00	2,000.00
108	8th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
109	9th Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00	-	-	20,000.00	21%	75,500.00	2,000.00
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	39,500.00	-	-	39,500.00	37%	66,500.00	3,950.00
113	Distribution Package	83,000.00	63,000.00	7,500.00	-	70,500.00	85%	12,500.00	7,050.00
114	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
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	63,750.00	4,000.00	-	67,750.00	90%	7,250.00	6,775.00
118	1st Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
119	2nd Floor Rough Walls/Ceilings	75,000.00	63,750.00	4,000.00	-	67,750.00	90%	7,250.00	6,775.00
120	2nd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
121	3rd Floor Rough Walls/Ceilings	75,000.00	63,750.00	4,000.00	-	67,750.00	90%	7,250.00	6,775.00
122	3rd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
123	4th Floor Rough Walls/Ceilings	75,000.00	15,000.00	62,750.00	-	67,750.00	90%	7,250.00	6,775.00
124	4th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
126	BUILDING #9-TYPE I (76 units)	-	-	-	-	-	-	-	-
126	Light Fixture Package	106,000.00	39,500.00	-	-	39,500.00	37%	66,500.00	3,950.00
127	Distribution Package	83,000.00	68,000.00	7,000.00	-	75,000.00	90%	8,000.00	7,500.00
128	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
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	63,750.00	4,000.00	-	67,750.00	90%	7,250.00	6,775.00
132	1st Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
133	2nd Floor Rough Walls/Ceilings	75,000.00	63,750.00	4,000.00	-	67,750.00	90%	7,250.00	6,775.00
134	2nd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
135	3rd Floor Rough Walls/Ceilings	75,000.00	63,750.00	4,000.00	-	67,750.00	90%	7,250.00	6,775.00
136	3rd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
137	4th Floor Rough Walls/Ceilings	75,000.00	15,000.00	62,750.00	-	67,750.00	90%	7,250.00	6,775.00
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	-

HELIX00260

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
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	98,000.00	-	-	-	-	-	98,000.00	-
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	3,667,225.00	270,775.00		3,938,000.00	30%	9,292,000.00	393,800.00

JA003592

HELIX00261

HELIX-TR-EX-501-254

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	CHANGE ORDERS								
206	CO#1-Contract Adjustment (inc. above)					-		-	-
207	CO#2-Apeo Trailer Hookup	1,622.00	1,622.00			1,622.00	100%	-	162.20
208	CO#3-Options					-		-	-
209	CO#4-Overtime B8 & B9	10,000.00	10,000.00			10,000.00	100%	-	1,000.00
210	CO#5-Delete Utility Struts 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	16,500.00	6,250.00		22,750.00	50%	22,722.00	2,275.00
213	CO#8-Building #8 Options	42,994.00		21,500.00		21,500.00	60%	21,494.00	2,150.00
214						-		-	-
215						-		-	-
216						-		-	-
217						-		-	-
218						-		-	-
219						-		-	-
220						-		-	-
221						-		-	-
222						-		-	-
223						-		-	-
224						-		-	-
225						-		-	-
226						-		-	-
227						-		-	-
228						-		-	-
229						-		-	-
230						-		-	-
231						-		-	-
232						-		-	-
233						-		-	-
234						-		-	-
235						-		-	-
236						-		-	-
237						-		-	-
Total Change Orders		72,088.00	122.00	27,750.00		27,872.00	39%	44,216.00	2,787.20
Total Revised Contract		13,302,088.00	3,667,347.00	288,525.00		3,965,872.00	30%	9,336,216.00	396,587.20

HELIX00262

# HELIX ELECTRIC

## MATERIAL STORED BILLING STATUS

### MANHATTAN WEST

PERIOD:            May-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
102	\$ 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	\$ -
<b>TOTALS</b>	\$ 618,250.00	\$ -	\$ 400,250.00	\$ 218,000.00



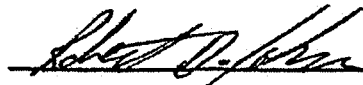
**CONDITIONAL WAIVER AND RELEASE  
UPON PROGRESS PAYMENT**

Property Name:	<u>Manhattan West</u>
Property Location:	<u>9255 W Russell Road Las Vegas, NV 89148</u>
Undersigned's Customer:	<u>APCO Construction</u>
Inv./Pmt Application No:	<u>16713-008R1</u>
Payment Amount:	<u>\$268,672.50</u>

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 the 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 laborers, subcontractors, materialmen and suppliers for all work, materials or equipment that are the subject of the waiver and release.

Dated: May 15, 2008

By: Helix Electric  
  
Its: Robert D Johnson, Vice President

HELIX00264





## Eddie Bennett

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**From:** Andrew Rivera [arivera@helixelectric.com]  
**Sent:** Tuesday, June 17, 2008 7:10 AM  
**To:** 'Eddie Bennett'  
**Subject:** FW: Manhattan West-May Billing

I'm confused. Please call when you receive this.

-----Original Message-----

**From:** Shannon Havely [mailto:Shavely@apcoconstruction.com]  
**Sent:** Monday, June 16, 2008 8:32 PM  
**To:** arivera@helixelectric.com; Randy Nickerl; Joe Pelan; Doug Grant  
**Cc:** Eddie Bennett  
**Subject:** RE: Manhattan West-May Billing

Andy,

Would you please explain what the problem is? Gemstone has agreed to let you billing the 27k for the change orders. We are only waiting for a revised billing from you to proceed with our billing. I was told by Mary Jo that your change order sheet is not incorrect but the contract billing needed some changes.

Please tell me wherein the problem lies so that we can get it resolved and May completed. Thank you,  
Shannon

-----Original Message-----

**From:** Andy Rivera [mailto:arivera@helixelectric.com]  
**Sent:** Monday, June 16, 2008 6:10 PM  
**To:** Randy Nickerl; Andrew Rivera; Joe Pelan; Doug Grant  
**Cc:** Eddie Bennett; Shannon Havely  
**Subject:** Re: Manhattan West-May Billing

Thank you!  
Andy Rivera

-----Original Message-----

**From:** "Randy Nickerl" <rnickerl@apcoconstruction.com>

**Date:** Mon, 16 Jun 2008 18:09:12  
**To:** "Andrew Rivera" <arivera@helixelectric.com>, "Joe Pelan" <jpelan@apcoconstruction.com>, "Doug Grant" <Dgrant@apcoconstruction.com> **Cc:** "Eddie Bennett" <ebennett@helixelectric.com>, "Shannon Havely" <Shavely@apcoconstruction.com>  
**Subject:** RE: Manhattan West-May Billing

Andy, Shannon is making the changes.

Thank you,  
Randy Nickerl  
APCO Construction

-----Original Message-----

**From:** Andrew Rivera [mailto:arivera@helixelectric.com]  
**Sent:** Monday, June 16, 2008 3:48 PM  
**To:** Randy Nickerl; Joe Pelan; Doug Grant  
**Cc:** 'Eddie Bennett'  
**Subject:** FW: Manhattan West-May Billing

I understand Mary Jo is on vacation. Who can assist me with this billing change? Thanks!

-----Original Message-----

**From:** Andrew Rivera [mailto:arivera@helixelectric.com]

Sent: Monday, June 16, 2008 3:36 PM  
To: 'Mary Jo Allen'  
Cc: 'Eddie Bennett'  
Subject: FW: Manhattan West-May Billing

Mary Jo,

Eddie mentioned this is still a problem. I'm not sure why. Helix has a change order and the owner has approved. Please explain why we can't bill.

Thanks!  
Andy

-----Original Message-----

From: Jennifer Griffith [mailto:JenniferG@gemstonedev.com]  
Sent: Friday, June 13, 2008 9:39 AM  
To: Andrew Rivera; Bob Johnson  
Cc: Mary Jo Allen; Eddie Bennett; Randy Nickerl  
Subject: RE: Manhattan West-May Billing

This change is acceptable. Bob or Mary Jo, if you have any questions pleas call me.

Thanks,

Jennifer Griffith(702)580-7337

-----Original Message-----

From: Andrew Rivera [mailto:arivera@helixelectric.com]  
Sent: Thursday, June 12, 2008 5:45 PM  
To: 'Bob Johnson'  
Cc: Jennifer Griffith; 'Mary Jo Allen'; 'Eddie Bennett'; 'Randy Nickerl'  
Subject: Manhattan West-May Billing

Bob,

I spoke to Jennifer and left you a voice mail on the subject. To make a long story short, Jennifer will approve the \$27,750.00 (line items 212 and 213) billed for change orders if we want to revise the billing again. I can't bill June until May is resolved and my June billing is due next week.

See attachment. I'm not sure why line items 207-212 are crossed out in the "previous application" column since Helix was not previously notified of this reduction. Helix has not received April payment yet.

Please call if you have any questions.

Thanks!  
Andy

No virus found in this incoming message.

Checked by AVG.

Version: 7.5.524 / Virus Database: 270.3.0/1501 - Release Date:  
6/13/2008  
6:33 AM

No virus found in this outgoing message.

Checked by AVG.

Version: 7.5.524 / Virus Database: 270.3.0/1501 - Release Date:  
6/13/2008  
6:33 AM

## Eddie Bennett

---

**From:** Shannon Havely [Shavely@apcoconstruction.com]  
**Sent:** Monday, June 16, 2008 8:32 PM  
**To:** arivera@helixelectric.com; Randy Nickerl; Joe Pelan; Doug Grant  
**Cc:** Eddie Bennett  
**Subject:** RE: Manhattan West-May Billing

Andy,

Would you please explain what the problem is? Gemstone has agreed to let you billing the 27k for the change orders. We are only waiting for a revised billing from you to proceed with our billing. I was told by Mary Jo that your change order sheet is not incorrect but the contract billing needed some changes.

Please tell me wherein the problem lies so that we can get it resolved and May completed.

Thank you,

Shannon

-----Original Message-----

**From:** Andy Rivera [mailto:arivera@helixelectric.com]  
**Sent:** Monday, June 16, 2008 6:10 PM  
**To:** Randy Nickerl; Andrew Rivera; Joe Pelan; Doug Grant  
**Cc:** Eddie Bennett; Shannon Havely  
**Subject:** Re: Manhattan West-May Billing

Thank you!  
Andy Rivera

-----Original Message-----

**From:** "Randy Nickerl" <rnickerl@apcoconstruction.com>  
**Date:** Mon, 16 Jun 2008 18:09:12  
**To:** "Andrew Rivera" <arivera@helixelectric.com>, "Joe Pelan" <jpelan@apcoconstruction.com>, "Doug Grant" <Dgrant@apcoconstruction.com> **Cc:** "Eddie Bennett" <ebennett@helixelectric.com>, "Shannon Havely" <Shavely@apcoconstruction.com>  
**Subject:** RE: Manhattan West-May Billing

Andy, Shannon is making the changes.

Thank you,  
Randy Nickerl  
APCO Construction

-----Original Message-----

**From:** Andrew Rivera [mailto:arivera@helixelectric.com]  
**Sent:** Monday, June 16, 2008 3:48 PM  
**To:** Randy Nickerl; Joe Pelan; Doug Grant  
**Cc:** 'Eddie Bennett'  
**Subject:** FW: Manhattan West-May Billing

I understand Mary Jo is on vacation. Who can assist me with this billing change? Thanks!

-----Original Message-----

**From:** Andrew Rivera [mailto:arivera@helixelectric.com]  
**Sent:** Monday, June 16, 2008 3:36 PM  
**To:** 'Mary Jo Allen'  
**Cc:** 'Eddie Bennett'  
**Subject:** FW: Manhattan West-May Billing

Mary Jo,

Eddie mentioned this is still a problem. I'm not sure why. Helix has a change order and the owner has approved. Please explain why we can't bill.

Thanks!  
Andy

-----Original Message-----

From: Jennifer Griffith [mailto:JenniferG@gemstonedev.com]  
Sent: Friday, June 13, 2008 9:39 AM  
To: Andrew Rivera; Bob Johnson  
Cc: Mary Jo Allen; Eddie Bennett; Randy Nickerl  
Subject: RE: Manhattan West-May Billing

This change is acceptable. Bob or Mary Jo, if you have any questions pleas call me.

Thanks,

Jennifer Griffith(702)580-7337

-----Original Message-----

From: Andrew Rivera [mailto:arivera@helixelectric.com]  
Sent: Thursday, June 12, 2008 5:45 PM  
To: 'Bob Johnson'  
Cc: Jennifer Griffith; 'Mary Jo Allen'; 'Eddie Bennett'; 'Randy Nickerl'  
Subject: Manhattan West-May Billing

Bob,

I spoke to Jennifer and left you a voice mail on the subject. To make a long story short, Jennifer will approve the \$27,750.00 (line items 212 and 213) billed for change orders if we want to revise the billing again. I can't bill June until May is resolved and my June billing is due next week.

See attachment. I'm not sure why line items 207-212 are crossed out in the "previous application" column since Helix was not previously notified of this reduction. Helix has not received April payment yet.

Please call if you have any questions.

Thanks!  
Andy

No virus found in this incoming message.  
Checked by AVG.  
Version: 7.5.524 / Virus Database: 270.3.0/1501 - Release Date:  
6/13/2008  
6:33 AM

No virus found in this outgoing message.  
Checked by AVG.  
Version: 7.5.524 / Virus Database: 270.3.0/1501 - Release Date:  
6/13/2008  
6:33 AM



**Helix Electric**  
CONSTRUCTORS - ELECTRICITY

### LETTER OF TRANSMITTAL

DATE:	6/15/2008	JOB NO.	16713
FILE:	Manhattan West		

TO: APCO Construction  
3432 N 6th Street  
N Las Vegas, NV 89032

ATTN: Shawn Bowne/Mary Jo

WE ARE SENDING YOU  Attached  Under separate cover via \_\_\_\_\_ the following items

Stop Drawings  Prints  Plans  Samples  Specifications

Copy of Letter  Change Order  \_\_\_\_\_  Submittals

NO.	DATE	DESCRIPTION	REV #	DATE
1	5/15/2008	System Application	16713-008	
1	5/15/2008	Conditional Release	5/31/2008	

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:

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Name: John N. Barnett Drawn by: [Signature]

Title: Project Assistant Date: 5/15/08

PO# \_\_\_\_\_

Fax# (702) 450-8227

3078 E. Sunset Road, Suite 9, Las Vegas, NV 89120 (702) 732-1188 Fax: (702) 732-4386  
 Nevada Contractor's License No. 0053810

HELIX00270



**Helix Electric**  
CONSTRUCTORS • ENGINEERS

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

JOB # 16713  
FILE # 1  
OTHER \_\_\_\_\_

INVOICE # 16713-008  
CUSTOMER # 1611

INVOICE DATE: 20-May-08

PERIOD THRU: 5/31/2008

OUR JOB NO.: 16713

JOB NAME: Manhattan West

YOUR JOB NO.:

ORIGINAL CONTRACT		13,230,000.00
CHANGE ORDER THROUGH #		72,088.00
CONTRACT AMOUNT TO DATE		13,302,088.00
GROSS BILLING	31%	4,107,847.00
PREVIOUSLY BILLED		3,667,347.00
GROSS CURRENT PERIOD		440,500.00
RETENTION	10%	44,050.00
NET AMOUNT DUE THIS PERIOD		396,450.00
OUTSTANDING FROM PRIOR PERIOD	Inv #16713-006R2	200,362.50
	Inv #16713-007	369,919.80
TOTAL AMOUNT DUE		966,732

Pursuant to NRS code section 7106.5 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

HELIX00271

HELIX-TR-EX-501-264

JA003602

**IN THE SUPREME COURT OF THE STATE OF NEVADA**

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**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.

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**JOINT APPENDIX**  
**VOLUME 59**

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*Attorneys for Respondent*

**CHRONOLOGICAL APPENDIX OF EXHIBITS**

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
06-24-09	<b>Helix Electric’s Statement of Facts Constituting Lien and Third-Party Complaint</b>	<b>JA000001- JA000015</b>	<b>1</b>
<b>08-05-09</b>	<b>APCO’s Answer to Helix’s Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint</b>	<b>JA000016 – JA000030</b>	<b>1</b>
<b>04-26-10</b>	<b>CAMCO and Fidelity’s Answer and CAMCO’s Counterclaim</b>	<b>JA000031- JA000041</b>	<b>1</b>
<b>07-02-10</b>	<b>Order Striking Defendant Gemstone Development West, Inc.’s Answer and Counterclaim and Entering Default</b>	<b>JA000042- JA000043</b>	<b>1</b>
<b>06-06-13</b>	<b>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</b>	<b>JA000044- JA000054</b>	<b>1</b>
	Exhibit 1 – Affidavit of Randy Nickerl in Support of (1) APCO’s Limited Motion to Lift Sta for Purposes of this Motion Only; (2) APCO’s Motion for Judgment Against Gemstone Only	<b>JA000055- JA000316</b>	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	<b>JA000317- JA000326</b>	<b>6</b>



<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
06-13-13	<b>Docket Entry and Minute Order Granting APCO's Motion for Summary Judgment Against Gemstone</b>	JA000327	6
08-02-17	<b>Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements and <i>Ex Parte</i> Application for Order Shortening Time</b>	JA000328- JA000342	6
	Exhibit 1 – APCO Construction's Answers to Helix Electric of Nevada, LLC's First Request for Interrogatories	JA000343- JA000379	6
	Exhibit 2 – Camco Pacific Construction Company, Inc.'s Responses to Helix Electric of Nevada, LLC's Interrogatories	JA000380- JA000392	6
08-21-17	<b>APCO Construction's Opposition to Peel Brimley Lien Claimants' Partial Motion for Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements</b>	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	<b>Peel Brimley Lien Claimants' Reply to Oppositions to Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements</b>	JA000413- JA000418	7
11-06-17	<b>Peel Brimley Lien Claimants' Motion in Limine Nos. 1-6</b>	JA000419- JA000428	7

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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Exhibit 3 - Excerpts from Brian Benson Deposition Transcript taken June 5, 2017	JA000559 JA000574	9
	Exhibit 4 – Excerpts from Mary Jo Allen’s Deposition Transcript taken July 18, 2017	JA000575- JA000589	9
<b>11-06-17</b>	<b>APCO Construction, Inc.’s Omnibus Motion <i>in Limine</i></b>	<b>JA000590 JA000614</b>	<b>9</b>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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
<b>11-14-17</b>	<b>Camco Pacific Construction Company, Inc.’s Opposition to Lien Claimants’ Motions in Limine Nos. 1-6</b>	<b>JA000898- JA000905</b>	<b>12</b>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
<b>11-14-17</b>	<b>APCO Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC's Motions in <i>Limine</i> Nos. 1-4</b>	<b>JA000929- JA000940</b>	<b>13/14</b>
	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
<b>11-14-17</b>	<b>Helix Electric of Nevada's Opposition to APCO Construction's Omnibus Motion in <i>Limine</i></b>	<b>JA000994- JA001008</b>	<b>20</b>
	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
<b>11-15-17</b>	<b>APCO Construction, Inc.'s Reply in Support of its Omnibus Motion in <i>Limine</i></b>	<b>JA001133 JA001148</b>	<b>21</b>

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Exhibit 1 – Special Master Report Regarding Discovery Status	JA001149- JA001151	21
	Exhibit 2 – Notice of Taking NRCB Rule 30(b)(6) Deposition of the Person Most Knowledgeable for Zitting Brothers Construction, Inc.	JA001152- JA001160	21
<b>12-29-17</b>	<b>Notice of Entry of Order Granting Peel Brimley Lien Claimants’ Motion in Limine 1-6</b>	<b>JA001161- JA001169</b>	<b>22</b>
<b>12-29-17</b>	<b>Notice of Entry of Order Granting in Part and Denying in Part Helix Electric of Nevada, LLC’s Motion in Limine 1-4</b>	<b>JA001170- JA001177</b>	<b>22</b>
<b>12-29-17</b>	<b>Notice of Entry of Order Granting in Part and Denying in Part APCO Construction’s Omnibus Motion in Limine</b>	<b>JA001178- JA001186</b>	<b>22</b>
<b>01-03-18</b>	<b>Notice of Entry of Order Granting Peel Brimley Lien Claimants’ Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements</b>	<b>JA001187- JA001198</b>	<b>22</b>
<b>01-04-18</b>	<b>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</b>	<b>JA001199- JA001217</b>	<b>22</b>
	Exhibit 1 – Subcontract Agreement (Helix Electric of Nevada, LLC)	JA001218- JA001245	22/23/24
	Exhibit 2 – Subcontract Agreement (Zitting Brothers)	JA001246- JA001263	24

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Exhibit 3 – Subcontract Agreement (CabineTec)	JA001264- JA001281	24/25
	Exhibit 4 – Amended Notice of Lien	JA001282- JA001297	25
	Exhibit 5 - Amended NOL	JA001298- JA001309	25
	Exhibit 6 – Notice of Lien	JA001310- JA001313	25
	Exhibit 7 – Order Approving Sale of Property	JA001314- JA001376	25/26
	Exhibit 8 – Order Releasing Sale Proceeds from Court Controlled Escrow Account	JA001377- JA001380	26
	Exhibit 9 – Order Denying <i>En Banc</i> Reconsideration	JA001381- JA001385	26
	Exhibit 10 – Order Granting Peel Brimley Lien Claimants’ Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA001386- JA001392	26
	Exhibit 11 – Notice of Entry of Findings of Fact and Conclusions of Law and Judgment	JA001393- JA001430	26
	Exhibit 12 – Order Big D Construction Corp.’s Motion for Attorney’s Fees, Costs and Interest Pursuant to Judgment	JA001431- JA001435	26
	Exhibit 13 – Appellant’s Opening Brief (Padilla v. Big D)	JA001436- JA001469	26
	Exhibit 14 – Respondent’s Answering Brief	JA001470- JA001516	26/27
	Exhibit 15 – Appellant’s Reply Brief (Padilla v. Big D)	JA001517- JA001551	27
<b>01-09-18</b>	<b>Peel Brimley Lien Claimants’ Opposition to APCO Construction’s Motion for Reconsideration of Order</b>	<b>JA001552- JA001560</b>	<b>27</b>

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	<b>Granting Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements</b>		
<b>01-10-18</b>	<b>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</b>	<b>JA001561- JA001573</b>	<b>27</b>
<b>01-12-18</b>	<b>Joint Pre-Trial Memorandum [for APCO Construction, Inc., the Peel Brimley Lien Claimants and National Wood Products, LLC ONLY]</b>	<b>JA001574- JA001594</b>	<b>27/28</b>
	Exhibit 1 – Exhibit List APCO	JA001595- JA001614	28
	Exhibit 2 – Helix Trial Exhibits	JA001615- JA001616	28
	Exhibit 3 – Exhibit List Plaintiff in Intervention National Wood Products, Inc.	JA001617- JA001635	28
	Exhibit 4 – Cactus Rose Trial Exhibits	JA001636- JA001637	28
	Exhibit 5 – Heinaman Trial Exhibits	JA001638- JA001639	28
	Exhibit 6 – Fast Glass Trial Exhibits	JA001640- JA001641	28
	Exhibit 7 – SWPPP Trial Exhibits	JA001642- JA001643	28
	Exhibit 8 - Order Granting in Part and Denying in Part APCO Construction's Omnibus Motion <i>in Limine</i>	JA001644- JA001647	28



<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Exhibit 9 - Amended <i>nunc pro tunc</i> order regarding APCO Construction, Inc.'s Omnibus Motion <i>in Limine</i> No. 7	JA001648- JA001650	28
	Exhibit 10 - Order Granting in Part and Denying in part Helix Electric of Nevada, LLC's Motions <i>in Limine</i> 1-4 (Against APCO Construction)	JA001651- JA001653	28
	Exhibit 11 - order granting Peel Brimley Lien Claimants' Motion in Limine Nos.1-6 (against Camco Pacific Construction, Inc.)	JA001654- JA001657	28
	Exhibit 12 - Order Granting Plaintiff in Intervention, National Wood Products, Inc.'s Motion <i>in Limine</i>	JA001658- JA001660	28
	Exhibit 13 - Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA001661- JA00167	28/9/29
<b>01-17-18</b>	<b>Transcript Bench Trial (Day 1)<sup>1</sup></b>	<b>JA001668- JA001802</b>	<b>29/30</b>
	Trial Exhibit 1 - Grading Agreement ( <i>Admitted</i> )	JA001803- JA001825	30
	Trial Exhibit 2 – APCO/Gemstone General Construction Agreement ( <i>Admitted</i> )	JA001826- JA001868	30
	Trial Exhibit 3 - Nevada Construction Services /Gemstone Cost Plus/GMP Contract Disbursement Agreement ( <i>Admitted</i> )	JA001869- JA001884	30

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<sup>1</sup> Filed January 31, 2018

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 4 - APCO Pay Application No. 9 Submitted to Gemstone ( <i>Admitted</i> )	JA001885- JA001974	30/31/32
	Trial Exhibit 5 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work ( <i>Admitted</i> )	JA001975- JA001978	32
	Trial Exhibit 6 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work ( <i>Admitted</i> )	JA001979- JA001980	32
	Trial Exhibit 10 - Letter from J. Barker to A. Edelstein Re: Notice of Intent to Stop Work (Second Notice) ( <i>Admitted</i> )	JA001981- JA001987	32
	Trial Exhibit 13 - Letter from A. Edelstein to Re. Nickerl Re: Termination for Cause (Gemstone) ( <i>Admitted</i> )	JA001988- JA002001	32
	Trial Exhibit 14 - Letter from W. Gochmour to Sean Thueson Re: [APCO's] Response to [Gemstone's] Termination for Cause ( <i>Admitted</i> )	JA002002- JA002010	33
	Trial Exhibit 15 - Letter from R. Nickerl to A. Edelstein Re: 48-Hour Notices ( <i>Admitted</i> )	JA002011- JA002013	33
	Trial Exhibit 16 - Email from J. Horning to A. Berman and J. Olivares re: Joint Checks ( <i>Admitted</i> )	JA002014	33
	Trial Exhibit 23 - APCO Subcontractor Notice of Stopping Work and Letter from J. Barker to A. Edelstein Re: Notice of Stopping Work and Notice of Intent to Terminate Contract ( <i>Admitted</i> )	JA002015- JA002016	33

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 24 - Letter from R. Nickerl to Clark County re: Notification of APCO's withdrawal as General Contractor of Record ( <i>Admitted</i> )	JA002017- JA002023	33
	Trial Exhibit 26 - Email from J. Gisondo to Subcontractors re: June checks ( <i>Admitted</i> )	JA002024	34
	Trial Exhibit 27 - Letter from A. Edelstein to R. Nickerl re: June Progress Payment ( <i>Admitted</i> )	JA002025- JA002080	34
	Trial Exhibit 28 - Letter from J. Barker to A. Edelstein Re: Termination of Agreement for GMP ( <i>Admitted</i> )	JA002081	34
	Trial Exhibit 31 - Transmission of APCO's Pay Application No. 11 as Submitted to Owner ( <i>Admitted</i> )	JA002082- JA002120	34/35
	Trial Exhibit 45 - Subcontractor Agreement ( <i>Admitted</i> )	JA002121- JA002146	35
	Trial Exhibit 162 - Amended and Restated General Construction Agreement between Gemstone and CAMCO ( <i>Admitted</i> )	JA002147- JA002176	35/36
	Trial Exhibit 212 - Letter from Edelstein to R. Nickerl re: NRS 624 Notice ( <i>Admitted</i> )	JA002177- JA002181	36
	Trial Exhibit 215 - Email from C. Colligan to Subcontractors re: 48-hour Termination Notice ( <i>Admitted</i> )	JA002182- JA002185	36
	Trial Exhibit 216 - Email from C. Colligan re: Meeting with Subcontractors ( <i>Admitted</i> )	JA002186- JA002188	36
	Trial Exhibit 506 – Email and Contract Revisions ( <i>Admitted</i> )	JA002189 – JA002198	36

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01-18-18	<b>Stipulation and Order Regarding Trial Exhibit Admitted into Evidence</b>	<b>JA002199- JA002201</b>	<b>36</b>	
	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	
	<b>APCO TRIAL EXHIBITS:</b>			
	<b>APCO Related Exhibits:</b>			
	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		

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	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
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<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
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	Trial Exhibit 40- Letter from D. Parry to Subcontractors Re: Funding Withdrawn	JA002323 JA002326	41
	<b>HELIX Related Exhibits:</b>		41
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	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 54 - Photo re: Building - 2 & 3, East (No Exterior fixtures installed. Helix billed out at 90%)	JA002373- JA002374	42
	Trial Exhibit 55 - Photo re: Building 2 & 3, East (No Exterior fixtures installed. Helix billed out at 90%)	JA002375- JA002376	42
	Trial Exhibit 56 - Photo re: Building 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002377- JA002378	42
	Trial Exhibit 57 - Photo re: Building 2 & 3, and 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002379- JA002381	42
	Trial Exhibit 58 - Helix Pay Application No. 16713-011R1 submitted to Owner	JA002382- JA002391	42
	Trial Exhibit 59 - Helix Pay Application No. 16713-011R1 given to Camco with Proof of Payment	JA002392- JA002405	43
	Trial Exhibit 60 - Helix Retention Rolled to Camco	JA002406- JA002415	43
	Trial Exhibit 61 - Unconditional Waiver and Release re: all Invoices through June 30, 2008 with Proof of Payment	JA002413- JA002415	43
	Trial Exhibit 62 - Photo re: Building 8 & 9, South	JA002416- JA002417	43
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<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
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	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
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	Trial Exhibit 73 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002447- JA002448	43
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	Trial Exhibit 75 - Unconditional Release re: Pay Application No. 16713-011R1 with Proof of Payment	JA002450- JA002456	43
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	<b>Zitting Brothers Related Exhibits:</b>		
	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
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	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
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	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
	<b>National Wood Products Related Exhibits:</b>		
	Trial Exhibit 160 - Documents provided for settlement	JA002599- JA002612	46
	<b>CAMCO Related Exhibits:</b>		
	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
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	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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
	<b>National Wood/Cabinetec Related Exhibits:</b>		
	Trial Exhibit 184 - Ratification and Amendment of Subcontract Agreement between CabineTec and Camco (fully executed copy)	JA002798- JA002825	49
	<b>General Related Exhibits:</b>		
	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
	<b>Helix Trial Exhibits:</b>		
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	Trial Exhibit 522 - Camco Billing	JA004035- JA005281	63/64/65 /66/67/ 68/69/70/ 71/72 /73/74/75 /76/77
<b>01-19-18</b>	<b>Order Denying APCO Construction's Motion for Reconsideration of Order Granting Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements</b>	<b>JA005282- JA005283</b>	<b>78</b>
<b>01-18-18</b>	<b>Transcript – Bench Trial (Day 2)<sup>2</sup></b>	JA005284- JA005370	78
	Trial Exhibit 535 – Deposition Transcript of Andrew Rivera (Exhibit 99) ( <i>Admitted</i> )	JA005371- JA005623	78/79/80
<b>01-19-18</b>	<b>Transcript – Bench Trial (Day 3)<sup>3</sup></b>	JA005624- JA005785	80
	Trial Exhibit 231 – Helix Electric's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint ( <i>Admitted</i> )	JA005786- JA005801	80
	Trial Exhibit 314 - Declaration of Victor Fuchs in support of Helix's Motion for Partial Summary Judgment against Gemstone ( <i>Admitted</i> )	JA005802- JA005804	80

<sup>2</sup> Filed January 31, 201879

<sup>3</sup> Filed January 31, 2018

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 320 – June-August Billings—not paid to APCO ( <i>Admitted</i> )	JA005805	80
	Trial Exhibit 321 – Overpayments to Cabinetec ( <i>Admitted</i> )	JA005806-	80
	Trial Exhibit 536 – Lien math calculations (handwritten) ( <i>Admitted</i> )	JA005807- JA005808	80
	Trial Exhibit 804 – Camco Correspondence ( <i>Admitted</i> )	JA005809- JA005816	80
	Trial Exhibit 3176 – APCO Notice of Lien ( <i>Admitted</i> )	JA005817- JA005819	81
<b>01-24-18</b>	<b>Transcript – Bench Trial (Day 5)<sup>4</sup></b>	<b>JA005820- JA005952</b>	81
<b>03-08-18</b>	<b>Letter to Judge Denton submitting Helix Electric of Nevada, LLC’s (Proposed) Findings of Fact and Conclusions of Law</b>	<b>JA005953- JA005985</b>	<b>81</b>
<b>03-08-18</b>	<b>Letter to Judge Denton submitting APCO Construction, Inc.’s Proposed Findings of Fact and Conclusions of Law</b>	<b>JA005986- JA006058</b>	<b>8/821</b>
<b>03-08-18</b>	<b>APCO Construction Inc.’s Post-Trial Brief</b>	<b>JA006059- JA006124</b>	<b>82/83</b>
<b>03-23-18</b>	<b>APCO Opposition to Helix Electric of Nevada, LLC’s Findings of Fact and Conclusions of Law</b>	<b>JA006125- JA006172</b>	<b>83/84</b>
<b>03-23-18</b>	<b>Helix Electric of Nevada, LLC’s Responses to APCO Construction’s Post-Trial Brief</b>	<b>JA006173- JA006193</b>	<b>84</b>
<b>04-25-18</b>	<b>Findings of Fact and Conclusions of Law and Order as the Claims of Helix Electric and Cabinetec Against APCO</b>	<b>JA006194- JA006264</b>	<b>84/85</b>

<sup>4</sup> Filed January 31, 201883

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
<b>05-08-18</b>	<b>APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.</b>	<b>JA006265- JA006284</b>	<b>85</b>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Exhibit 7B – Time Recap	JA006443- JA006474	88
	Exhibit 8 – Declaration of Cody S. Munteer, 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
<b>05-08-18</b>	<b>Helix Electric of Nevada, LLC’s Motion to Retax Costs Re: Defendant APCO Construction’s Memorandum of Costs and Disbursements</b>	<b>JA006509- JA006521</b>	<b>89</b>
<b>05-31-18</b>	<b>Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC Against Camco Construction, Co., Inc.]</b>	<b>JA006522 JA006540</b>	<b>89</b>
<b>06-01-18</b>	<b>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.]</b>	<b>JA006541 JA006550</b>	<b>90</b>
<b>06-01-18</b>	<b>Helix Electric of Nevada, LLC’s Motion for Attorneys’ Fees, Interest and Costs</b>	<b>JA006551- JA006563</b>	<b>90</b>
	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



<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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
<b>06-15-18</b>	<b>APCO Construction, Inc.’s Opposition to Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.’s Motions to Retax Costs</b>	<b>JA006615- JA006637</b>	<b>90/91</b>
	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
<b>06-15-18</b>	<b>Helix Electric of Nevada, LLC’s Opposition to APCO Construction’s Motion for Attorneys’ Fees and Costs</b>	<b>JA006917 – JA006942</b>	<b>96</b>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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 <i>En Banc</i> 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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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 <i>in Limine</i>	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Judgment Precluding Defenses Based on Pay-if-Paid Agreements		
	Exhibit 15 – Notice of Association of Counsel	JA007088- JA007094	97
<b>06-15-18</b>	<b>Plaintiff in Intervention National Wood Products, Inc.’s Opposition to APCO Construction’s Motion for Attorneys’ Fees and Costs</b>	<b>JA007095- JA007120</b>	<b>97/98</b>
<b>06-15-18</b>	<b>Declaration of S. Judy Hirahara in support of National Woods’s Opposition to APCO Construction’s Motion for Attorneys’ Fees and Costs</b>	<b>JA007121- JA007189</b>	<b>98</b>
<b>06-18-18</b>	<b>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</b>	<b>JA007190- JA007192</b>	<b>99</b>
<b>06-21-18</b>	<b>Helix Electric of Nevada, LLC’s Notice of Non-Opposition to its Motion for Attorney’s Fees, Interest and Costs</b>	<b>JA007193- JA007197</b>	<b>99</b>
<b>06-29-18</b>	<b>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.</b>	<b>JA007198- JA007220</b>	<b>99</b>
	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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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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
<b>08-06-19</b>	<b>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</b>	<b>JA007316- JA007331</b>	<b>101</b>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
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	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 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



<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
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	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 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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
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<b>08-16-19</b>	<b>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</b>	<b>JA008811- JA008821</b>	<b>114</b>
	Exhibit 1 – Order to File Amended Docketing Statement	JA008822- JA008824	114
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	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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	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
<b>08-29-19</b>	<b>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)</b>	<b>JA009117- JA009123</b>	<b>119</b>

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	<b>Dismiss All Unresolved Claims and/or (III) In The Alternative for a Rule 54(B) Certification as to Helix and APCO</b>		
<b>01-03-20</b>	<b>Notice of Entry of Order Granting Helix Electric of Nevada, LLC's Motion for Rule 54(b) Certification</b>	<b>JA009124- JA009131</b>	<b>119</b>
<b>01-29-20</b>	<b>Notice of Appeal</b>	<b>JA009132- JA009136</b>	<b>119/120</b>
	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
<b>02-11-20</b>	<b>Case Appeal Statement</b>	<b>JA009157- JA009163</b>	120
<b>02-11-20</b>	<b>APCO's Notice of Cross Appeal</b>	<b>JA009164- JA010310</b>	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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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<b>08-05-09</b>	<b>APCO's Answer to Helix's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint</b>	<b>JA000016 – JA000030</b>	<b>1</b>
<b>05-08-18</b>	<b>APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.</b>	<b>JA006265- JA006284</b>	<b>85</b>
	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. Mounter, 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
<b>06-06-13</b>	<b>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</b>	<b>JA000044- JA000054</b>	<b>1</b>
	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
<b>02-11-20</b>	<b>APCO’s Notice of Cross Appeal</b>	<b>JA009164- JA010310</b>	<b>120</b>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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
<b>11-06-17</b>	<b>APCO Construction, Inc.'s Omnibus Motion in Limine</b>	<b>JA000590 JA000614</b>	<b>9</b>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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
<b>03-23-18</b>	<b>APCO Opposition to Helix Electric of Nevada, LLC’s Findings of Fact and Conclusions of Law</b>	<b>JA006125- JA006172</b>	<b>83/84</b>
<b>08-16-19</b>	<b>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</b>	<b>JA008811- JA008821</b>	<b>114</b>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Pacific Construction Company, Inc.'s Counterclaim		
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
<b>06-15-18</b>	<b>APCO Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.'s Motions to Retax Costs</b>	<b>JA006615- JA006637</b>	<b>90/91</b>
	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
<b>11-14-17</b>	<b>APCO Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC's Motions <i>in Limine</i> Nos. 1-4</b>	<b>JA000929- JA000940</b>	<b>13/14</b>
	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
<b>08-21-17</b>	<b>APCO Construction's Opposition to Peel Brimley Lien Claimants' Partial Motion for Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements</b>	<b>JA000393- JA000409</b>	<b>6/7</b>
	Exhibit A – Excerpt from 30(b)(6) Witness for Helix Electric of Nevada, LLC taken July 20, 2017	JA000410- JA000412	7
<b>03-08-18</b>	<b>APCO Construction Inc.'s Post-Trial Brief</b>	<b>JA006059- JA006124</b>	<b>82/83</b>
<b>11-15-17</b>	<b>APCO Construction, Inc.'s Reply in Support of its Omnibus <i>Motion in Limine</i></b>	<b>JA001133 JA001148</b>	<b>21</b>

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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
<b>06-29-18</b>	<b>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.</b>	<b>JA007198- JA007220</b>	<b>99</b>
	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
<b>04-26-10</b>	<b>CAMCO and Fidelity’s Answer and CAMCO’s Counterclaim</b>	<b>JA000031- JA000041</b>	<b>1</b>
<b>11-14-17</b>	<b>Camco Pacific Construction Company, Inc.’s Opposition to Lien Claimants’ Motions in Limine Nos. 1-6</b>	<b>JA000898- JA000905</b>	<b>12</b>
	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
<b>02-11-20</b>	<b>Case Appeal Statement</b>	<b>JA009157- JA009163</b>	<b>120</b>

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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
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	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
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<b>08-06-19</b>	<b>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</b>	<b>JA007316- JA007331</b>	<b>101</b>
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	Exhibit 2 – ORDER: (1) Granting APCO Construction, Inc. Motion for Attorneys Fees and Costs (2) Granting APCO Construction, Inc.’s Memorandum of Costs in Part (3) Granting Helix Electric of Nevada LLC’s Motion to Retax in Part and Denying in Part and all related matters (4) Granting Plaintiff in Intervention National Wood Products LLC’s Motion to Retax in Part and Denying in Part -and-(5) Granting National Wood Products, Inc.’s Motion to File a Surreply	JA007336- JA007344	101
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	Exhibit 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

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	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 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 10L – Accuracy Glass & Mirror Company, Inc.’s Answer to Camco Pacific Construction Company’s Counterclaim	JA008286- JA008290	110
	Exhibit 10M – Helix Electric’s Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008291- JA008306	110
	Exhibit 10N – APCO Construction’s Answer to Helix Electric’s Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008307- JA008322	110
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	Exhibit 10P – Notice of Entry of Helix Electric of Nevada, LLC’s Motion for Attorney’s Fees, Interest and Costs	JA008339 JA008347	110
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	Exhibit 10U – APCO Construction’s Answer to WRG Design Inc.’s amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008468- JA008483	111
	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 10Y – Heinaman Contract Glazing’s Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008518- JA008549	111
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	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
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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
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	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
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<b>05-08-18</b>	<b>Helix Electric of Nevada, LLC’s Motion to Retax Costs Re: Defendant APCO Construction’s Memorandum of Costs and Disbursements</b>	<b>JA006509- JA006521</b>	<b>89</b>
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	Exhibit 6C – Zitting Brothers Construction, Inc.’s Response to Special Master Questionnaire	JA006985- JA006993	96/97
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	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
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<b>03-23-18</b>	<b>Helix Electric of Nevada, LLC's Responses to APCO Construction's Post-Trial Brief</b>	<b>JA006173- JA006193</b>	<b>84</b>
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<b>01-12-18</b>	<b>Joint Pre-Trial Memorandum [for APCO Construction, Inc., the Peel Brimley Lien Claimants and National Wood Products, LLC ONLY]</b>	<b>JA001574- JA001594</b>	<b>27/28</b>
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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 <i>in Limine</i>	JA001658- JA001660	28
	Exhibit 13 - Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA001661- JA00167	28/9/29
<b>03-08-18</b>	<b>Letter to Judge Denton submitting APCO Construction, Inc.'s Proposed Findings of Fact and Conclusions of Law</b>	<b>JA005986- JA006058</b>	<b>8/821</b>
<b>03-08-18</b>	<b>Letter to Judge Denton submitting Helix Electric of Nevada, LLC's (Proposed) Findings of Fact and Conclusions of Law</b>	<b>JA005953- JA005985</b>	<b>81</b>
<b>01-04-18</b>	<b>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</b>	<b>JA001199- JA001217</b>	<b>22</b>
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	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
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<b>05-31-18</b>	<b>Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC Against Camco Construction, Co., Inc.]</b>	<b>JA006522 JA006540</b>	<b>89</b>
<b>06-01-18</b>	<b>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.]</b>	<b>JA006541 JA006550</b>	<b>90</b>
<b>09-28-18</b>	<b>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</b>	<b>JA007281- JA007299</b>	<b>100</b>
<b>12-29-17</b>	<b>Notice of Entry of Order Granting in Part and Denying in Part APCO Construction's Omnibus Motion <i>in Limine</i></b>	<b>JA001178- JA001186</b>	<b>22</b>
<b>07-02-18</b>	<b>Notice of Entry of Order Granting Helix Electric of Nevada, LLC's Motion for Attorneys' Fees, Interest and Costs</b>	<b>JA007238- JA007245</b>	<b>100</b>
<b>01-03-20</b>	<b>Notice of Entry of Order Granting Helix Electric of Nevada, LLC's Motion for Rule 54(b) Certification</b>	<b>JA009124- JA009131</b>	<b>119</b>

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	Exhibit 1 – APCO Construction's Answers to Helix Electric of Nevada, LLC's First Request for Interrogatories	JA000343- JA000379	6
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11-06-17	Peel Brimley Lien Claimants' Motion <i>in Limine</i> Nos. 1-6	JA000419- JA000428	7
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<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
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	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
<b>09-28-17</b>	<b>Peel Brimley Lien Claimants’ Reply to Oppositions to Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements</b>	<b>JA000413- JA00418</b>	<b>7</b>
<b>01-09-18</b>	<b>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</b>	<b>JA001552- JA001560</b>	<b>27</b>
<b>06-18-18</b>	<b>Plaintiff in Intervention National Wood Products, Inc.’s Joinder to Helix Electric of Nevada, LLC’s Opposition</b>	<b>JA007190- JA007192</b>	<b>99</b>

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	to APCO Construction's Motion for Attorneys' Fees and Costs		
06-15-18	Plaintiff in Intervention National Wood Products, Inc.'s Opposition to APCO Construction's Motion for Attorneys' Fees and Costs	JA007095- JA007120	97/98
07-19-18	Plaintiff-in-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
	<b>APCO TRIAL EXHIBITS:</b>		
	<b>APCO Related Exhibits:</b>		
	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



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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibits 37 and 131 -Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002317- JA002318	40
	Trial Exhibits 38 and 132 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002319- JA002320	41
	Trial Exhibit 39 -Email from K. Costen to Subcontractors informing that Manhattan West Project no longer open	JA002321- JA002322	41
	Trial Exhibit 40- Letter from D. Parry to Subcontractors Re: Funding Withdrawn	JA002323 JA002326	41
	<b>HELIX Related Exhibits:</b>		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

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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 68 -Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002437- JA002438	43
	Trial Exhibit 69 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002439- JA002440	43
	Trial Exhibit 70 - Photo re: Building 8 & 9, South (No exterior fixtures installed. Helix billed out 90%)	JA002441- JA002442	43
	Trial Exhibit 71 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002443- JA002444	43
	Trial Exhibit 72 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002445- JA002446	43
	Trial Exhibit 73 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002447- JA002448	43
	Trial Exhibit 74 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002448- JA002449	43
	Trial Exhibit 75 - Unconditional Release re: Pay Application No. 16713-011R1 with Proof of Payment	JA002450- JA002456	43
	Exhibit 77 - Helix Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA002457- JA002494	43
	<b>Zitting Brothers Related Exhibits:</b>		
	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

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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 120 - Tri-City Drywall Pay Application No. 7 to APCO as submitted to Owner. Show percentage complete for Zitting	JA002572- JA002575	44/45
	Trial Exhibit 127 - Photo of Video (Construction Project)	JA002576- JA002577	45/46
	Trial Exhibit 128 - Photo of Video (Construction Project)	JA002578- JA002579	46
	Trial Exhibit 129 - Photo of Video (Construction Project)	JA002580- JA002581	46
	Trial Exhibit 138 - Memo from Scott Financial to Nevada State Contractors Board Re: Explanation of Project Payment Process	JA002582- JA002591	46
	Trial Exhibit 152 -Terms & Conditions modified by APCO, Invoices and Check Payment	JA002592- JA002598	46
	<b>National Wood Products Related Exhibits:</b>		
	Trial Exhibit 160 - Documents provided for settlement	JA002599- JA002612	46
	<b>CAMCO Related Exhibits:</b>		
	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
	<b>Helix Related Exhibits:</b>		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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 171 - Work Order No. 100	JA002714- JA002718	48
	Trial Exhibit 172 - Letter from J. Griffith to Victor Fuchs Re: Gemstone's intention to continue retention of Helix w/copy of Ratification and Amendment of Subcontract Agreement	JA002719- JA002730	48
	Trial Exhibit 173 - Helix Pay Application No. 16713-012 to Camco with proof of payment	JA002731- JA002745	48
	Trial Exhibit 174 - Helix Change Order Request No. 28	JA002746- JA002747	48
	Trial Exhibit 175 - Change Notice No. 41	JA002748- JA002751	48
	Trial Exhibit 176 - Helix Pay Application No. 16713-013 to Camco	JA002752- JA002771	48/49
	Trial Exhibit 177 - Helix Pay Application No. 16713-014 to Camco	JA002772- JA002782	49
	Trial Exhibit 178 - Camco's letter to Helix rejecting Pay Application No. 16713-015 with attached copy of Pay Application	JA002783 JA002797	49
	<b>National Wood/Cabinetec Related Exhibits:</b>		
	Trial Exhibit 184 - Ratification and Amendment of Subcontract Agreement between CabineTec and Camco (fully executed copy)	JA002798- JA002825	49
	<b>General Related Exhibits:</b>		
	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
	<b>Helix Trial Exhibits:</b>		

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

<sup>5</sup> Filed January 31, 2018



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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 162 - Amended and Restated General Construction Agreement between Gemstone and CAMCO ( <i>Admitted</i> )	JA002147- JA002176	35/36
	Trial Exhibit 212 - Letter from Edelstein to R. Nickerl re: NRS 624 Notice ( <i>Admitted</i> )	JA002177- JA002181	36
	Trial Exhibit 215 - Email from C. Colligan to Subcontractors re: 48-hour Termination Notice ( <i>Admitted</i> )	JA002182- JA002185	36
	Trial Exhibit 216 - Email from C. Colligan re: Meeting with Subcontractors ( <i>Admitted</i> )	JA002186- JA002188	36
	Trial Exhibit 506 – Email and Contract Revisions ( <i>Admitted</i> )	JA002189 – JA002198	36
<b>01-18-18</b>	<b>Transcript – Bench Trial (Day 2)<sup>6</sup></b>	JA005284- JA005370	78
	Trial Exhibit 535 – Deposition Transcript of Andrew Rivera (Exhibit 99) ( <i>Admitted</i> )	JA005371- JA005623	78/79/80
<b>01-19-18</b>	<b>Transcript – Bench Trial (Day 3)<sup>7</sup></b>	JA005624- JA005785	80
	Trial Exhibit 231 – Helix Electric’s Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint ( <i>Admitted</i> )	JA005786- JA005801	80
	Trial Exhibit 314 - Declaration of Victor Fuchs in support of Helix’s Motion for Partial Summary Judgment against Gemstone ( <i>Admitted</i> )	JA005802- JA005804	80
	Trial Exhibit 320 – June-August Billings—not paid to APCO ( <i>Admitted</i> )	JA005805	80
	Trial Exhibit 321 – Overpayments to Cabinetec ( <i>Admitted</i> )	JA005806-	80

<sup>6</sup> Filed January 31, 201879

<sup>7</sup> Filed January 31, 2018

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

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<sup>8</sup> Filed January 31, 2018

# APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

Page 1 of 2

TO (Owner): *Apco Construction*  
 3432 N. 5th Street  
 North Las Vegas, Nv. 89032  
 Attn: Shawn Bowns

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

PROJECT: *1 Manhattan Condominiums*  
 330 E. Serene  
 Las Vegas, NV 89123

APPLICATION NUMBER: 16713-008  
 PERIOD TO: 5/31/2008  
 PROJECT NOS  
 CONTRACT DATE:

Distribution to:

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

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	72,088.00
3. CONTRACT SUM TO DATE (Line 1+2)	\$ 13,302,088.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 4,107,847.00
5. RETAINAGE:	
a. 10% of Completed Work (Column D + E on G703)	\$ 410,784.70
b. 10% of Stored Material (Column F on G703)	\$ -
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$ 410,784.70
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 3,697,062.30
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 3,300,612.30
8. CURRENT PAYMENT DUE	\$ 398,450.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$ 9,605,025.70

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total Approved this Month		
<b>TOTALS</b>	-	-
NET CHANGES by Change Order	72,088.00	

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: *Robert D Johnson* Date: 5/20/08  
 Robert D Johnson, Vice President

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



## 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..... \$398,450.00

(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.

HELIX00272

**CONTINUATION SHEET**

AIA DC IT G703

Page 2 of 2

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: 16713-008  
 APPLICATION DATE: 5/20/2008  
 PERIOD TO: 5/31/2008  
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
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	35,000.00	5,000.00		40,000.00	33%	80,000.00	4,000.00
4	Project Engineer, CAD, Project Assistant	75,000.00	44,875.00	4,000.00		48,875.00	65%	28,125.00	4,887.50
5	Electrical Permits	65,000.00	35,000.00			35,000.00	54%	30,000.00	3,500.00
6	Submittals	10,000.00	10,000.00			10,000.00	100%	-	1,000.00
7	Supervision/Planning/Coordination	120,000.00	78,250.00	6,000.00		84,250.00	70%	35,750.00	8,425.00
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	15,000.00	7,500.00		22,500.00	90%	2,500.00	2,250.00
25	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	10,000.00	20,000.00		30,000.00	60%	20,000.00	3,000.00
26	2nd Sublevel Garage UG and Deck	200,000.00	180,000.00	10,000.00		190,000.00	95%	10,000.00	19,000.00
27	1st Sublevel Garage and Deck	265,000.00	229,500.00	13,000.00		242,500.00	95%	12,500.00	24,250.00
28	1st Floor Rough and Trim	25,000.00	12,500.00	5,000.00		17,500.00	70%	7,500.00	1,750.00
29	2nd Floor Rough and Trim	25,000.00	6,250.00	11,250.00		17,500.00	70%	7,500.00	1,750.00
30	3rd Floor Rough and Trim	25,000.00	-	17,500.00		17,500.00	70%	7,500.00	1,750.00
31	4th Floor Rough and Trim	25,000.00	-	17,500.00		17,500.00	70%	7,500.00	1,750.00
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	15,000.00			16,000.00	60%	10,000.00	1,500.00
36	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	10,000.00			10,000.00	20%	40,000.00	1,000.00
37	2nd Sublevel Garage UG and Deck	200,000.00	180,000.00			180,000.00	90%	20,000.00	18,000.00
38	1st Sublevel Garage and Deck	265,000.00	229,500.00			229,500.00	90%	25,500.00	22,950.00
39	1st Floor Rough and Trim	25,000.00	-			-		25,000.00	-
40	2nd Floor Rough and Trim	25,000.00	-			-		25,000.00	-
41	3rd Floor Rough and Trim	25,000.00	-			-		25,000.00	-
42	4th Floor Rough and Trim	25,000.00	-			-		25,000.00	-
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	-

HELIX00273

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLET.		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
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	63,000.00	-	-	-	-	-	63,000.00	-
61	Low Voltage Systems (FA, CCTV, CA, etc)	60,000.00	-	-	-	-	-	60,000.00	-
62	Underslab Branch Conduit & Wire	65,000.00	-	-	-	-	-	65,000.00	-
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	63,000.00	-	-	-	-	-	63,000.00	-
75	Low Voltage Systems (FA, CCTV, CA, etc)	60,000.00	-	-	-	-	-	60,000.00	-
76	Underslab Branch Conduit & Wire	65,000.00	-	-	-	-	-	65,000.00	-
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	48,250.00	-	-	48,250.00	34%	92,750.00	4,825.00
88	Distribution Package	225,000.00	38,000.00	-	-	38,000.00	17%	187,000.00	3,800.00
89	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	5,000.00	-	-	5,000.00	10%	45,000.00	500.00
90	Generator	100,000.00	90,000.00	5,000.00	-	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	20,000.00	28,000.00	-	48,000.00	50%	47,500.00	4,800.00
94	1st Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
95	2nd Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00	37,000.00	-	57,000.00	60%	38,500.00	5,700.00
96	2nd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
97	3rd Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00	18,000.00	-	38,000.00	40%	57,500.00	3,800.00

HELIX00274

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
98	3rd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
99	4th Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00	18,000.00	-	38,000.00	40%	57,500.00	3,800.00
100	4th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
101	5th Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00	18,000.00	-	38,000.00	40%	57,500.00	3,800.00
102	5th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
103	6th Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00	18,000.00	-	38,000.00	40%	57,500.00	3,800.00
104	6th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
105	7th Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00	-	-	20,000.00	21%	75,500.00	2,000.00
106	7th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
107	8th Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00	-	-	20,000.00	21%	75,500.00	2,000.00
108	8th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
109	9th Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00	-	-	20,000.00	21%	75,500.00	2,000.00
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	39,500.00	-	-	39,500.00	37%	68,500.00	3,950.00
113	Distribution Package	83,000.00	63,000.00	7,500.00	-	70,500.00	85%	12,500.00	7,050.00
114	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
115	Underlab Branch Conduit & Wire	85,000.00	78,500.00	-	-	78,500.00	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	63,750.00	4,000.00	-	67,750.00	90%	7,250.00	6,775.00
118	1st Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
119	2nd Floor Rough Walls/Ceilings	75,000.00	63,750.00	4,000.00	-	67,750.00	90%	7,250.00	6,775.00
120	2nd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
121	3rd Floor Rough Walls/Ceilings	75,000.00	63,750.00	4,000.00	-	67,750.00	90%	7,250.00	6,775.00
122	3rd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
123	4th Floor Rough Walls/Ceilings	75,000.00	15,000.00	52,750.00	-	67,750.00	90%	7,250.00	6,775.00
124	4th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
125	BUILDING #9-TYPE I (76 units)	-	-	-	-	-	-	-	-
126	Light Fixture Package	108,000.00	39,500.00	-	-	39,500.00	37%	68,500.00	3,950.00
127	Distribution Package	83,000.00	68,000.00	7,000.00	-	75,000.00	90%	8,000.00	7,600.00
128	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
129	Underlab Branch Conduit & Wire	85,000.00	78,500.00	-	-	78,500.00	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	63,750.00	4,000.00	-	67,750.00	90%	7,250.00	6,775.00
132	1st Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
133	2nd Floor Rough Walls/Ceilings	75,000.00	63,750.00	4,000.00	-	67,750.00	90%	7,250.00	6,775.00
134	2nd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
135	3rd Floor Rough Walls/Ceilings	75,000.00	63,750.00	4,000.00	-	67,750.00	90%	7,250.00	6,775.00
136	3rd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
137	4th Floor Rough Walls/Ceilings	75,000.00	15,000.00	52,750.00	-	67,750.00	90%	7,250.00	6,775.00
138	4th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
139	BUILDING #10-TYPE I (76 units)	-	-	-	-	-	-	-	-
140	Light Fixture Package	108,000.00	-	-	-	-	-	108,000.00	-
141	Distribution Package	83,000.00	-	-	-	-	-	83,000.00	-
142	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	-	-	-	-	-	50,000.00	-
143	Underlab 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	-

JA003606

HELIX00275

HELIX-TR-EX-501-268

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
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	Underlab Branch Conduit & Wire	85,000.00	-	-	-	-	-	85,000.00	-
158	Garage & 1st floor dock-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	98,000.00	-	-	-	-	-	98,000.00	-
169	Distribution Package	77,500.00	-	-	-	-	-	77,500.00	-
170	Low Voltage Systems (FA, CCTV, CA, etc)	45,000.00	-	-	-	-	-	45,000.00	-
171	Underlab Branch Conduit & Wire	78,000.00	-	-	-	-	-	78,000.00	-
172	Garage & 1st floor dock-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	-
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Original Contract Totals		13,230,000.00	3,667,225.00	412,760.00		4,079,975.00	31%	9,150,025.00	407,997.50

JA003607

HELIX00276

HELIX-TR-EX-501-269



A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	CHANGE ORDERS								
206	CO#1-Contract Adjustment (inc. above)								
207	CO#2-Apco Trailer Hookup	1,822.00	1,822.00			1,822.00	100%		162.20
208	CO#3-Options								
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	16,500.00	6,260.00		22,760.00	50%	22,722.00	2,276.00
213	CO#8-Building #8 Options	42,994.00		21,500.00		21,500.00	50%	21,494.00	2,150.00
214									
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	Total Change Orders	72,088.00	122.00	27,750.00		27,872.00	39%	44,216.00	2,787.20
	Total Revised Contract	13,302,088.00	3,667,347.00	440,600.00		4,107,847.00	31%	9,194,241.00	410,784.70

HELIX00277





**CONDITIONAL WAIVER AND RELEASE  
UPON PROGRESS PAYMENT**

Property Name:	<u>Manhattan West</u>
Property Location:	<u>9255 W Russell Road Las Vegas, NV 89148</u>
Undersigned's Customer:	<u>APCO Construction</u>
Inv./Pmt Application No:	<u>16713-008</u>
Payment Amount:	<u>\$396,450.00</u>

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 the 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 laborers, subcontractors, materialmen and suppliers for all work, materials or equipment that are the subject of the waiver and release.

Dated: May 15, 2008

Helix Electric

By: 

Its: Robert D Johnson, Vice President

HELIX00279



**Helix Electric**  
CONSTRUCTORS • ENGINEERS

### LETTER OF TRANSMITTAL

TO: APCO Construction  
3432 N 5th Street  
N Las Vegas, NV 89032

ATTN: Shawn Bowne/Mary Jo

DATE:	5/15/2008	JOB NO.	16713
RE:	Manhattan West		
PWP#:			

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

COPIES	DATE	SECTION	DESCRIPTION
- 1	5/15/2008		Payment Application Inv # 16713-008
1	5/15/2008		Conditional Release 5/31/2008

THESE ARE TRANSMITTED as checked below:

- For approval
- For your use
- As requested
- For review and comment
- FOR BIDS DUE \_\_\_\_\_ 20 \_\_\_\_\_
- Approved as submitted
- Approved as noted
- Returned for corrections
- Resubmit \_\_\_\_\_ copies for approval
- Submit \_\_\_\_\_ copies for distribution
- Return \_\_\_\_\_ corrected prints
- PRINTS RETURNED AFTER LOAN TO US

REMARKS:

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Name: Edna K Bennett  
Title: Project Assistant

Received by: \_\_\_\_\_

PO# \_\_\_\_\_  
FX# (702) 450-8227

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

3078 E. Sunset Road, Suite 9, Las Vegas, NV 89120 (702) 732-1188 Fax: (702) 732-4386  
Nevada Contractor's License No. 0053810

HELIX00280

Preliminary Billing

**HELIX ELECTRIC**

Project Billing Analysis

Billing Date April 16, 2008

Project# 16713-008

Cost to date from Project Cost Analysis Report:	<u>1,963,546.00</u>
Gross Billing to Date from Project Cost Analysis Report: (D)	<u>3,701,719.00</u>
Requested Gross Billing Amount (E and F)	<b><u>440,500.00</u></b>
Gross Margin Percent	<u>32.0%</u>

Anticipated Labor to end of month	<u>100,000.00</u>
Anticipated Material to end of month	<u>50,000.00</u>
Anticipated Subcontract to end of month	<u>50,000.00</u>
Anticipated Other Cost to end of month	<u>10,000.00</u>
Anticipated Total Cost to End of Month	<u>210,000.00</u>

<b>Required Gross Billing Amount to Month End</b>	<u>2,869,080.72</u>
<b>Projected Gross Billing Amount to Month End</b>	<u>4,142,219.00</u>
<b>Difference between Required and Projected Billing</b>	<b><u>1,273,138.28</u></b>

Explanations as to variance between **Required** billing amount and **Projected** billing amount:

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\_\_\_\_\_  
Project Manager

BS  
Approval signature

INVOICE	CAT. NO.	INV. DT.	AMOUNT	RETN.	NET AMOUNT	DESCRIPTION
	CONDOS	08/28/08	235485.1123549.00	211	936.11	CONDOS ON BHLF OF GEMSTONE VOUCHER# SR8.18-01
			<p>16713 Andy Rivera June</p>			
CHK TOTAL:					211936.11	

JOB # 16713  
FILE # 1  
OTHER June

TACH AND RETAIN FOR YOUR RECORDS

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

BANK AMERICA  
 CHARLESTON HEIGHTS BRANCH  
 381 W. CHARLESTON BLVD.  
 LAS VEGAS, NEVADA 89102  
 702-731-1224

CONTROL NO. 528387  
 CHECK NUMBER 528387  
 CHECK DATE 08/28/08

THIS CHECK WILL NOT BE HONORED IF PRESENTED 6 MONTHS AFTER THE ISSUE DATE  
 \*\*\*211,936\*DOLLARS\*AND\*11\*CENTS

PAY TO THE ORDER OF  
 APCO CONSTRUCTION AND  
 HELIX ELECTRIC

AMOUNT  
 \*\*\*211,936.11\*

528387 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.

HELIX00282

**UNCONDITIONAL WAIVER AND RELEASE  
UPON PROGRESS PAYMENT**

Property Name Manhattan West  
Property Location Russell Road/Rocky Hill Street  
Undersigned's Customer Apco Construction  
Invoice/Payment Application Number All invoices through 6/30/08  
Payment Amount \$211,936.11

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 September 3, 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.*



**Helix Electric**  
CONSTRUCTORS • ENGINEERS

INVOICE # 16713-009R5  
CUSTOMER # 1611

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

INVOICE DATE: 20-Jun-08  
PERIOD THRU: 6/30/2008  
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	31%	4,201,357.11
PREVIOUSLY BILLED		3,965,872.00
GROSS CURRENT PERIOD		235,485.11
RETENTION	10%	23,548.51
NET AMOUNT DUE THIS PERIOD		211,936.60
OUTSTANDING FROM PRIOR PERIOD		
TOTAL AMOUNT DUE		211,937

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

HELIX00284

HELIX-TR-EX-501-277

JA003615



# APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

Page 1 of 2

HELIX00285

TO (Owner): *Apco Construction*  
 3432 N. 5th Street  
 North Las Vegas, Nv. 89032  
 Attn: Shawn Bowne

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

APPLICATION NUMBER: 16713-009R5  
 PERIOD TO: 6/30/2008  
 PROJECT NOS

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

FROM: *Helix Electric*  
 (Contractor) 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.

<b>1. PARTIAL CONTRACT SUM</b>	\$ 13,230,000.00
<b>2. Net change by Change Orders</b>	394,837.00
<b>3. CONTRACT SUM TO DATE (Line 1+2)</b>	\$ 13,624,837.00
<b>4. TOTAL COMPLETED &amp; STORED TO DATE</b>	\$ 4,201,357.11
(Column G on G703)	
<b>5. RETAINAGE:</b>	
a. 10% of Completed Work	\$ 420,135.71
(Column D + E on G703)	
b. 10% of Stored Material	\$ -
(Column F on G703)	
Total Retainage (Line 5a + 5b or	
Total in Column I of G703)	\$ 420,135.71
<b>6. TOTAL EARNED LESS RETAINAGE</b>	\$ 3,781,221.40
(Line 4 less Line 5 Total)	
<b>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT</b>	\$ 3,569,284.80
(Line 6 from prior Certificate)	
<b>8. CURRENT PAYMENT DUE</b>	\$ 211,936.60
<b>9. BALANCE TO FINISH, PLUS RETAINAGE</b>	\$ 9,843,615.60
(Line 3 less Line 6)	

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: \_\_\_\_\_  
 Larry Johns, Vice President

Date: 6/20/08

State Of: NEVADA  
 County Of: CLARK

Subscribed and sworn to before me this 20th day of June, 2008

Notary Public:  
 My Commission expires: 1/9/2010

## 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..... \$211,936.60

(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, 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: 16713-009R5  
 APPLICATION DATE: 6/20/2008  
 PERIOD TO: 6/30/2008  
 ARCHITECT'S PROJECT NO:

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		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
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
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	40,000.00	10,000.00		50,000.00	42%	70,000.00	5,000.00
4	Project Engineer, CAD, Project Assistant	75,000.00	48,875.00	7,000.00		55,875.00	75%	19,125.00	5,587.50
5	Electrical Permits	65,000.00	35,000.00	5,000.00		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	84,250.00	6,000.00		90,250.00	75%	29,750.00	9,025.00
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	85,000.00	-			-		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			22,500.00	90%	2,500.00	2,250.00
25	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	30,000.00			30,000.00	60%	20,000.00	3,000.00
26	2nd Sublevel Garage UG and Deck	200,000.00	180,000.00			180,000.00	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			17,500.00	70%	7,500.00	1,750.00
29	2nd Floor Rough and Trim	25,000.00	17,500.00			17,500.00	70%	7,500.00	1,750.00
30	3rd Floor Rough and Trim	25,000.00	17,500.00			17,500.00	70%	7,500.00	1,750.00
31	4th Floor Rough and Trim	25,000.00	-			-		25,000.00	-
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	15,000.00			15,000.00	60%	10,000.00	1,500.00
36	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	10,000.00			10,000.00	20%	40,000.00	1,000.00
37	2nd Sublevel Garage UG and Deck	200,000.00	180,000.00			180,000.00	90%	20,000.00	18,000.00
38	1st Sublevel Garage and Deck	255,000.00	229,500.00			229,500.00	90%	25,500.00	22,950.00
39	1st Floor Rough and Trim	25,000.00	-			-		25,000.00	-
40	2nd Floor Rough and Trim	25,000.00	-			-		25,000.00	-
41	3rd Floor Rough and Trim	25,000.00	-			-		25,000.00	-
42	4th Floor Rough and Trim	25,000.00	-			-		25,000.00	-
43	Roof Plan	2,500.00	-			-		2,500.00	-
44	BUILDING #4-TYPE V (52 units)								
45	Light Fixture Package	78,000.00	-			-		76,000.00	-

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
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	48,250.00	-	-	48,250.00	34%	92,750.00	4,825.00
88	Distribution Package	225,000.00	38,000.00	-	-	38,000.00	17%	187,000.00	3,800.00
89	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	5,000.00	-	-	5,000.00	10%	45,000.00	500.00
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	23,875.00	23,875.00	-	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	28,650.00	19,100.00	-	47,750.00	50%	47,750.00	4,775.00
96	2nd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
97	3rd Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00	18,200.00	-	38,200.00	40%	67,300.00	3,820.00

JA003618

HELIX00287

HELIX-TR-EX-501-280

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			D FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD					
			98	3rd Floor Device and Fixture Trim					
99	4th Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00	18,200.00	-	38,200.00	40%	57,300.00	3,820.00
100	4th Floor Device and Fixture Trim	10,000.00	-	-	-	-	10,000.00	-	
101	5th Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00	9,000.00	-	29,000.00	30%	66,500.00	2,900.00
102	5th Floor Device and Fixture Trim	10,000.00	-	-	-	-	10,000.00	-	
103	6th Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00	9,000.00	-	29,000.00	30%	66,500.00	2,900.00
104	6th Floor Device and Fixture Trim	10,000.00	-	-	-	-	10,000.00	-	
105	7th Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00	9,000.00	-	29,000.00	30%	66,500.00	2,900.00
106	7th Floor Device and Fixture Trim	10,000.00	-	-	-	-	10,000.00	-	
107	8th Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00	9,000.00	-	29,000.00	30%	66,500.00	2,900.00
108	8th Floor Device and Fixture Trim	10,000.00	-	-	-	-	10,000.00	-	
109	9th Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00	-	-	20,000.00	21%	75,500.00	2,000.00
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	39,500.00	-	-	39,500.00	37%	66,500.00	3,950.00
113	Distribution Package	83,000.00	70,500.00	-	-	70,500.00	85%	12,500.00	7,050.00
114	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	25,000.00	-	-	25,000.00	50%	25,000.00	2,500.00
115	Under slab 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	67,750.00	-	-	67,750.00	90%	7,250.00	6,775.00
118	1st Floor Device and Fixture Trim	10,000.00	-	-	-	-	10,000.00	-	
119	2nd Floor Rough Walls/Ceilings	75,000.00	67,750.00	-	-	67,750.00	90%	7,250.00	6,775.00
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	-	-	67,750.00	90%	7,250.00	6,775.00
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	-	-	67,750.00	90%	7,250.00	6,775.00
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	39,500.00	-	-	39,500.00	37%	66,500.00	3,950.00
127	Distribution Package	83,000.00	75,000.00	-	-	75,000.00	90%	8,000.00	7,500.00
128	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	25,000.00	-	-	25,000.00	50%	25,000.00	2,500.00
129	Under slab 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	67,750.00	-	-	67,750.00	90%	7,250.00	6,775.00
132	1st Floor Device and Fixture Trim	10,000.00	-	-	-	-	10,000.00	-	
133	2nd Floor Rough Walls/Ceilings	75,000.00	67,750.00	-	-	67,750.00	90%	7,250.00	6,775.00
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	-	-	67,750.00	90%	7,250.00	6,775.00
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	-	-	67,750.00	90%	7,250.00	6,775.00
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	Under slab 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	-	

JA003619

HELIX00288

HELIX-TR-EX-501-281

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
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									
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	Original Contract Totals	13,230,000.00	3,938,000.00	143,375.00		4,081,375.00	31%	9,148,625.00	408,137.50

HELIX00289

HELIX-TR-EX-501-282

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	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	64,543.00	22,750.00	3,531.98		26,281.98	48%	28,261.04	2,628.20
213	CO#8a-Building #8 Options	62,053.00	21,500.00	6,588.00		27,088.00	44%	34,965.00	2,709.60
214	CO#8b-Additional B8 & B9 Options	63,758.00	-	33,866.40		33,866.40	63%	19,889.60	3,386.64
215	G2 Split Delta E	63,758.00	-	-		-	-	53,756.00	-
216	Delta 3 Changes	92,117.00	-	24,180.75		24,180.75	26%	67,936.25	2,418.08
217	Delta 3 Changes	94,990.00	-	24,935.00		24,935.00	26%	70,055.00	2,493.50
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	27,872.00	92,110.11		119,982.11	30%	274,854.89	11,998.21
	Total Revised Contract	13,624,837.00	3,965,872.00	235,465.11		4,201,357.11	31%	9,423,479.89	420,135.71



**Helix Electric**  
CONSTRUCTORS • ENGINEERS

**LETTER OF TRANSMITTAL**

DATE:	8/18/2008	JOB NO.	16713
RE:	Manhattan West		
PWPF:			

TO: Apco Construction  
3432 N. 5th Street  
North Las Vegas, Nv. 89032

ATTN: Attn: Shawn Bowne

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	8/20/2008		Payment Application Inv # 16713-009R4
1	8/20/2008		Conditional Release 8/30/2008

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

Received by: *Albert Gray*  
Printed Name: ALBERT GRAY  
Date: 8-15-08

PO#  
FX# (702) 450-8227



**Helix Electric**  
CONSTRUCTORS • ENGINEERS

JOB # 16713  
FILE # 1  
OTHER \_\_\_\_\_

INVOICE # 16713-009R4

CUSTOMER # 1611

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

INVOICE DATE: 20-Jun-08

PERIOD THRU: 6/30/2008

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	31%	4,235,223.51
PREVIOUSLY BILLED		3,965,872.00
GROSS CURRENT PERIOD		269,351.51
RETENTION	10%	26,935.15
NET AMOUNT DUE THIS PERIOD		242,416.36
OUTSTANDING FROM PRIOR PERIOD		
TOTAL AMOUNT DUE		242,416

Pursuant to NRS 624B.020 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

HELIX00292



# APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

Page 1 of 2

TO (Owner): **Apco Construction**  
 3432 N. 5th Street  
 North Las Vegas, Nv. 89032  
 Attn: Shawn Bowne

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

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

APPLICATION NUMBER: 16713-009R4  
 PERIOD TO: 6/30/2008  
 PROJECT NOS  
 CONTRACT DATE:

Distribution to:

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

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.

<b>1. PARTIAL CONTRACT SUM</b>	\$ 13,230,000.00
<b>2. Net change by Change Orders</b>	394,837.00
<b>3. CONTRACT SUM TO DATE (Line 1+2)</b>	\$ 13,624,837.00
<b>4. TOTAL COMPLETED &amp; STORED TO DATE</b> (Column G on G703)	\$ 4,235,223.61
<b>5. RETAINAGE:</b>	
a. 10% of Completed Work (Column D + E on G703)	\$ 423,522.35
b. 10% of Stored Material (Column F on G703)	\$ -
<b>Total Retainage (Line 5a + 5b or     Total in Column I of G703)</b>	\$ 423,522.35
<b>6. TOTAL EARNED LESS RETAINAGE</b> (Line 4 less Line 5 Total)	\$ 3,811,701.16
<b>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT</b> (Line 6 from prior Certificate)	\$ 3,569,284.80
<b>8. CURRENT PAYMENT DUE</b>	\$ 242,416.36
<b>9. BALANCE TO FINISH, PLUS RETAINAGE</b> (Line 3 less Line 6)	\$ 9,813,135.84

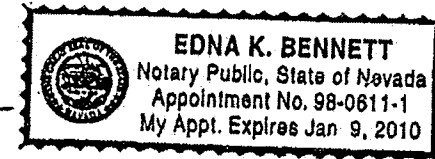
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total Approved this Month		
<b>TOTALS</b>	-	-
<b>NET CHANGES by Change Order</b>	394,837.00	

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: 6/20/08  
 Larry Johns, Vice President

State Of: NEVADA  
 County Of: CLARK  
 Subscribed and sworn to before  
 me this 20th day of June, 2008

  
 Notary Public:  
 My Commission expires: 1/9/2010



## 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..... \$242,416.36

(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.

HELIX00293

HELIX-TR-EX-501-286

CONTINUATION SHEET

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: 16713-009R4  
 APPLICATION DATE: 6/20/2008  
 PERIOD TO: 6/30/2008  
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			D FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD					
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	40,000.00	10,000.00		50,000.00	42%	70,000.00	5,000.00
4	Project Engineer, CAD, Project Assistant	75,000.00	48,875.00	7,000.00		55,875.00	76%	19,125.00	5,587.50
5	Electrical Permits	65,000.00	35,000.00	5,000.00		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	84,250.00	6,000.00		90,250.00	76%	29,750.00	9,025.00
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	Underlab 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			22,500.00	90%	2,500.00	2,250.00
25	Low Voltage Systems (FA, CCTV, CA, etc.	60,000.00	30,000.00			30,000.00	60%	20,000.00	3,000.00
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			17,500.00	70%	7,500.00	1,750.00
29	2nd Floor Rough and Trim	25,000.00	17,500.00			17,500.00	70%	7,500.00	1,750.00
30	3rd Floor Rough and Trim	25,000.00	17,500.00			17,500.00	70%	7,500.00	1,750.00
31	4th Floor Rough and Trim	25,000.00	-			-		25,000.00	-
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	15,000.00			15,000.00	60%	10,000.00	1,500.00
36	Low Voltage Systems (FA, CCTV, CA, etc.	60,000.00	10,000.00			10,000.00	20%	40,000.00	1,000.00
37	2nd Sublevel Garage UG and Deck	200,000.00	180,000.00			180,000.00	90%	20,000.00	18,000.00
38	1st Sublevel Garage and Deck	255,000.00	229,500.00			229,500.00	90%	25,500.00	22,950.00
39	1st Floor Rough and Trim	25,000.00	-			-		25,000.00	-
40	2nd Floor Rough and Trim	25,000.00	-			-		25,000.00	-
41	3rd Floor Rough and Trim	25,000.00	-			-		25,000.00	-
42	4th Floor Rough and Trim	25,000.00	-			-		25,000.00	-
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	-

HELIX00294

HELIX-TR-EX-501-287

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		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
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
46	Distribution Package	70,000.00	-	-	-	-	-	70,000.00	-
47	Low Voltage Systems (FA, CCTV, CA, etc)	40,000.00	-	-	-	-	-	40,000.00	-
48	Underlab 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	Underlab 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	Underlab 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	48,250.00	-	-	48,250.00	34%	92,750.00	4,825.00
88	Distribution Package	225,000.00	38,000.00	-	-	38,000.00	17%	187,000.00	3,800.00
89	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	5,000.00	-	-	5,000.00	10%	45,000.00	500.00
90	Generator	100,000.00	95,000.00	-	-	95,000.00	95%	5,000.00	9,500.00
91	Underlab 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	23,875.00	23,875.00	-	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	28,650.00	19,100.00	-	47,750.00	50%	47,750.00	4,775.00
96	2nd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
97	3rd Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00	18,200.00	-	38,200.00	40%	57,300.00	3,820.00

JA003626

HELIX00295

HELIX-TR-EX-501-288

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
98	3rd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
99	4th Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00	18,200.00	-	38,200.00	40%	57,300.00	3,820.00
100	4th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
101	5th Floor Rough Deck/Walls/Ceilings	65,500.00	20,000.00	9,000.00	-	29,000.00	30%	66,500.00	2,900.00
102	5th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
103	6th Floor Rough Deck/Walls/Ceilings	65,500.00	20,000.00	9,000.00	-	29,000.00	30%	66,500.00	2,900.00
104	6th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
105	7th Floor Rough Deck/Walls/Ceilings	65,500.00	20,000.00	9,000.00	-	29,000.00	30%	66,500.00	2,900.00
106	7th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
107	8th Floor Rough Deck/Walls/Ceilings	65,500.00	20,000.00	9,000.00	-	29,000.00	30%	66,500.00	2,900.00
108	8th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
109	9th Floor Rough Deck/Walls/Ceilings	65,500.00	20,000.00	-	-	20,000.00	21%	75,500.00	2,000.00
110	9th Floor Device and Fixture Trim	6,000.00	-	-	-	-	-	6,000.00	-
111	BUILDING #8-TYPE I (76 units)	-	-	-	-	-	-	-	-
112	Light Fixture Package	106,000.00	39,500.00	-	-	39,500.00	37%	66,500.00	3,950.00
113	Distribution Package	83,000.00	70,500.00	-	-	70,500.00	85%	12,500.00	7,050.00
114	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	25,000.00	-	-	25,000.00	50%	25,000.00	2,500.00
115	Underlab Branch Conduit & Wire	85,000.00	78,500.00	-	-	78,500.00	90%	8,500.00	7,850.00
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	67,750.00	-	-	67,750.00	90%	7,250.00	6,775.00
118	1st Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
119	2nd Floor Rough Walls/Ceilings	75,000.00	67,750.00	-	-	67,750.00	90%	7,250.00	6,775.00
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	-	-	67,750.00	90%	7,250.00	6,775.00
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	-	-	67,750.00	90%	7,250.00	6,775.00
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	39,500.00	-	-	39,500.00	37%	66,500.00	3,950.00
127	Distribution Package	83,000.00	75,000.00	-	-	75,000.00	90%	8,000.00	7,500.00
128	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	25,000.00	-	-	25,000.00	50%	25,000.00	2,500.00
129	Underlab Branch Conduit & Wire	85,000.00	78,500.00	-	-	78,500.00	90%	8,500.00	7,850.00
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	67,750.00	-	-	67,750.00	90%	7,250.00	6,775.00
132	1st Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
133	2nd Floor Rough Walls/Ceilings	75,000.00	67,750.00	-	-	67,750.00	90%	7,250.00	6,775.00
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	-	-	67,750.00	90%	7,250.00	6,775.00
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	-	-	67,750.00	90%	7,250.00	6,775.00
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	Underlab 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	-

JA003627

HELIX00296

HELIX-TR-EX-501-289

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
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	Underlab 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	98,000.00	-			-		98,000.00	-
169	Distribution Package	77,500.00	-			-		77,500.00	-
170	Low Voltage Systems (FA, CCTV, CA, etc)	45,000.00	-			-		45,000.00	-
171	Underlab Branch Conduit & Wire	78,000.00	-			-		78,000.00	-
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	267,000.00	-			-		267,000.00	-
183	Furnish Courtyard Lighting	59,000.00	-			-		59,000.00	-
184	Furnish Sports Lighting	8,000.00	-			-		8,000.00	-
185	Furnish Parking Lot Pole Lighting	84,000.00	-			-		84,000.00	-
186			-			-		-	-
187			-			-		-	-
188			-			-		-	-
189			-			-		-	-
190			-			-		-	-
191			-			-		-	-
192			-			-		-	-
193			-			-		-	-
194			-			-		-	-
195			-			-		-	-
196			-			-		-	-
197			-			-		-	-
198			-			-		-	-
199			-			-		-	-
200			-			-		-	-
201			-			-		-	-
202			-			-		-	-
203			-			-		-	-
204			-			-		-	-
205			-			-		-	-
Original Contract Totals		15,230,000.00	3,933,000.00	143,375.00		4,081,375.00	31%	9,148,625.00	408,137.50

JA003628

HELI X00297

HELIX-TR-EX-501-290

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	CHANGE ORDERS								
208	CO#1-Contract Adjustmant (inc. above)					-		-	-
207	CO#2-Apco Traller 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	22,750.00	3,531.98		26,281.98	48%	28,261.04	2,928.20
213	CO#8a-Building #8 Options	62,053.00	21,500.00	5,598.00		27,098.00	44%	34,957.00	2,709.60
214	CO#8b-Additional B8 & B9 Options	53,766.00	-	33,866.40		33,866.40	63%	19,899.60	3,386.64
215	<u>Q2 Split Delta 5</u>	53,766.00	-	33,866.40		33,866.40	63%	19,899.60	3,386.64
216	Delta 3 Changes	82,117.00	-	24,180.75		24,180.75	26%	67,936.25	2,418.08
217	Delta 5 Changes	84,990.00	-	24,935.00		24,935.00	26%	70,055.00	2,493.50
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	27,872.00	125,976.51		153,848.51	39%	240,988.49	15,384.85
	Total Revised Contract	13,624,837.00	3,965,872.00	269,351.51		4,235,223.51	31%	9,389,613.49	423,522.35

# HELIX ELECTRIC

## MATERIAL STORED BILLING STATUS

### MANHATTAN WEST

PERIOD:                     Jun-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		\$ 19,100.00	\$ 900.00
97	\$ 20,000.00		\$ 18,200.00	\$ 1,800.00
99	\$ 20,000.00		\$ 18,200.00	\$ 1,800.00
101	\$ 20,000.00		\$ 9,000.00	\$ 11,000.00
103	\$ 20,000.00		\$ 9,000.00	\$ 11,000.00
105	\$ 20,000.00		\$ 9,000.00	\$ 11,000.00
107	\$ 20,000.00		\$ 9,000.00	\$ 11,000.00
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	\$ -
<b>TOTALS</b>	\$ 618,250.00	\$ -	\$ 511,750.00	\$ 106,500.00



**CONDITIONAL WAIVER AND RELEASE  
UPON PROGRESS PAYMENT**

Property Name:	<u>Manhattan West</u>
Property Location:	<u>9255 W Russell Road Las Vegas, NV 89148</u>
Undersigned's Customer:	<u>APCO Construction</u>
Inv./Pmt Application No:	<u>16713-009R4</u>
Payment Amount:	<u>\$242,416.36</u>

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 the 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 laborers, subcontractors, materialmen and suppliers for all work, materials or equipment that are the subject of the waiver and release.

Dated: June 20, 2008

Helix Electric

By: 

Its: Larry Johns, Vice President

HELIX00300





**Helix Electric**  
CONSTRUCTORS • ENGINEERS

# LETTER OF TRANSMITTAL

DATE:	8/18/2008	JOB NO.	16713
RE:	Manhattan West		
PWP#:			

TO: Apco Construction  
3432 N. 5th Street  
North Las Vegas, Nv. 89032

ATTN: Attn: Shawn Bowne

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	6/20/2008		Payment Application Inv # 16713-009R4
1	6/20/2008		Conditional Release 6/30/2008

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

Received by: \_\_\_\_\_

PO# \_\_\_\_\_  
 FX# (702) 450-8227

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_



**Helix Electric**  
 CONSTRUCTORS \* ENGINEERS

JOB # 16713  
 FILE # 1  
 OTHER \_\_\_\_\_

INVOICE # 16713-009R1

CUSTOMER # 1611

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

INVOICE DATE: 20-Jun-08

PERIOD THRU: 6/30/2008

OUR JOB NO.: 16713

JOB NAME: Manhattan West

YOUR JOB NO.:

ORIGINAL CONTRACT		13,230,000.00
CHANGE ORDER THROUGH #		112,346.00
CONTRACT AMOUNT TO DATE		13,342,346.00
GROSS BILLING	31%	4,127,883.00
PREVIOUSLY BILLED		3,965,750.00
GROSS CURRENT PERIOD		162,133.00
RETENTION	10%	16,213.30
NET AMOUNT DUE THIS PERIOD		145,919.70
OUTSTANDING FROM PRIOR PERIOD	Inv #16713-007	369,919.80
	Inv #16713-008R1	268,672.50
<b>TOTAL AMOUNT DUE</b>		<b>784,512</b>

Payment to B&F code section 7104.5 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

HELIX00302

HELIX-TR-EX-501-295

JA003633

# APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

Page 1 of 2

HELIX00303

**TO (Owner):** Apco Construction  
3432 N. 5th Street  
North Las Vegas, Nv. 89032  
Attn: Shawn Bowne

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

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

**VIA (ARCHITECT):**

**APPLICATION NUMBER:** 16713-009R1  
**PERIOD TO:** 6/30/2008  
**PROJECT NOS**

**CONTRACT DATE:**

**Distribution to:**

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	

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.

<b>1. PARTIAL CONTRACT SUM</b>	\$ 13,230,000.00
<b>2. Net change by Change Orders</b>	112,346.00
<b>3. CONTRACT SUM TO DATE (Line 1+2)</b>	\$ 13,342,346.00
<b>4. TOTAL COMPLETED &amp; STORED TO DATE</b> (Column G on G703)	\$ 4,127,883.00
<b>5. RETAINAGE:</b>	
a. 10% of Completed Work (Column D + E on G703)	\$ 412,788.30
b. 10% of Stored Material (Column F on G703)	\$ -
<b>Total Retainage (Line 5a + 5b or         Total in Column I of G703)</b>	\$ 412,788.30
<b>6. TOTAL EARNED LESS RETAINAGE</b> (Line 4 less Line 5 Total)	\$ 3,715,094.70
<b>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT</b> (Line 6 from prior Certificate)	\$ 3,569,175.00
<b>8. CURRENT PAYMENT DUE</b>	\$ 145,919.70
<b>9. BALANCE TO FINISH, PLUS RETAINAGE</b> (Line 8 less Line 6)	\$ 9,627,251.30

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total Approved this Month		
<b>TOTALS</b>	-	-
<b>NET CHANGES by Change Order</b>	112,346.00	

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: Robert D Johnson  
Robert D Johnson Vice President

Date: 6/20/08

State Of: NEVADA  
County Of: CLARK

Subscribed and sworn to before me this 20th day of June, 2008

Edna K Bennett  
Notary Public



My Commission expires: 1/9/2010

## 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**..... \$145,919.70

(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, 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: 16713-008R1  
 APPLICATION DATE: 6/20/2008  
 PERIOD TO: 6/30/2008  
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
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	40,000.00	10,000.00		50,000.00	42%	70,000.00	5,000.00
4	Project Engineer, CAD, Project Assistant	75,000.00	48,875.00	7,000.00		55,875.00	75%	19,125.00	5,587.50
5	Electrical Permits	65,000.00	35,000.00	5,000.00		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	84,250.00	6,000.00		90,250.00	75%	29,750.00	9,025.00
8	BUILDING #1-TYPE V (52 units)								
9	Light Fixture Package	78,000.00	-			-		78,000.00	-
10	Distribution Package	70,000.00	-			-		70,000.00	-
11	Low Voltage Systems (FA, CCTV, CA, etc)	40,000.00	-			-		40,000.00	-
12	Underlab Branch Conduit & Wire	57,000.00	-			-		57,000.00	-
13	Garage & 1st floor deck-conduits/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			22,500.00	90%	2,500.00	2,250.00
25	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	30,000.00			30,000.00	60%	20,000.00	3,000.00
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			17,500.00	70%	7,500.00	1,750.00
29	2nd Floor Rough and Trim	25,000.00	17,500.00			17,500.00	70%	7,500.00	1,750.00
30	3rd Floor Rough and Trim	25,000.00	17,500.00			17,500.00	70%	7,500.00	1,750.00
31	4th Floor Rough and Trim	25,000.00	-			-		25,000.00	-
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	15,000.00			15,000.00	60%	10,000.00	1,500.00
36	Low Voltage Systems (FA, CCTV, CA, etc)	60,000.00	10,000.00			10,000.00	20%	40,000.00	1,000.00
37	2nd Sublevel Garage UG and Deck	200,000.00	180,000.00			180,000.00	90%	20,000.00	18,000.00
38	1st Sublevel Garage and Deck	255,000.00	229,500.00			229,500.00	90%	25,500.00	22,950.00
39	1st Floor Rough and Trim	25,000.00	-			-		25,000.00	-
40	2nd Floor Rough and Trim	25,000.00	-			-		25,000.00	-
41	3rd Floor Rough and Trim	25,000.00	-			-		25,000.00	-
42	4th Floor Rough and Trim	25,000.00	-			-		25,000.00	-
43	Roof Plan	2,500.00	-			-		2,500.00	-
44	BUILDING #4-TYPE V (52 units)								
45	Light Fixture Package	78,000.00	-			-		78,000.00	-

HELIX00304

HELIX-TR-EX-501-297

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		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
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
46	Distribution Package	70,000.00	-	-	-	-	-	70,000.00	-
47	Low Voltage Systems (FA, CCTV, CA, etc	40,000.00	-	-	-	-	-	40,000.00	-
48	Underlab 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	60,000.00	-	-	-	-	-	60,000.00	-
62	Underlab 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	Underlab 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	48,250.00	-	-	48,250.00	34%	92,750.00	4,825.00
88	Distribution Package	225,000.00	38,000.00	-	-	38,000.00	17%	187,000.00	3,800.00
89	Low Voltage Systems (FA, CCTV, CA, etc	50,000.00	5,000.00	-	-	5,000.00	10%	45,000.00	500.00
90	Generator	100,000.00	95,000.00	-	-	95,000.00	95%	5,000.00	9,500.00
91	Underlab Branch Conduit & Wire	88,000.00	84,500.00	-	-	84,500.00	95%	3,500.00	8,450.00
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	23,875.00	23,875.00	-	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	95,600.00	23,650.00	19,100.00	-	42,750.00	50%	52,850.00	4,775.00
96	2nd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
97	3rd Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00	18,200.00	-	38,200.00	40%	57,300.00	3,820.00

JA003636

HELIX00305

HELIX-TR-EX-501-298

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
98	3rd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
99	4th Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00	18,200.00	-	38,200.00	40%	57,300.00	3,820.00
100	4th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
101	5th Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00	9,000.00	-	29,000.00	30%	66,500.00	2,900.00
102	5th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
103	6th Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00	9,000.00	-	29,000.00	30%	66,500.00	2,900.00
104	6th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
105	7th Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00	9,000.00	-	29,000.00	30%	66,500.00	2,900.00
106	7th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
107	8th Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00	9,000.00	-	29,000.00	30%	66,500.00	2,900.00
108	8th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
109	9th Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00	-	-	20,000.00	21%	75,500.00	2,000.00
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	39,500.00	-	-	39,500.00	37%	68,500.00	3,950.00
113	Distribution Package	83,000.00	70,500.00	-	-	70,500.00	85%	12,500.00	7,050.00
114	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	25,000.00	-	-	25,000.00	50%	25,000.00	2,500.00
115	Under slab 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	67,750.00	-	-	67,750.00	90%	7,250.00	6,775.00
118	1st Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
119	2nd Floor Rough Walls/Ceilings	75,000.00	67,750.00	-	-	67,750.00	90%	7,250.00	6,775.00
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	-	-	67,750.00	90%	7,250.00	6,775.00
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	-	-	67,750.00	90%	7,250.00	6,775.00
124	4th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
125	BUILDING #9-TYPE I (76 units)	-	-	-	-	-	-	-	-
126	Light Fixture Package	108,000.00	39,500.00	-	-	39,500.00	37%	68,500.00	3,950.00
127	Distribution Package	83,000.00	75,000.00	-	-	75,000.00	90%	8,000.00	7,500.00
128	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	25,000.00	-	-	25,000.00	50%	25,000.00	2,500.00
129	Under slab 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	67,750.00	-	-	67,750.00	90%	7,250.00	6,775.00
132	1st Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
133	2nd Floor Rough Walls/Ceilings	75,000.00	67,750.00	-	-	67,750.00	90%	7,250.00	6,775.00
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	-	-	67,750.00	90%	7,250.00	6,775.00
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	-	-	67,750.00	90%	7,250.00	6,775.00
138	4th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
139	BUILDING #10-TYPE I (76 units)	-	-	-	-	-	-	-	-
140	Light Fixture Package	108,000.00	-	-	-	-	-	108,000.00	-
141	Distribution Package	83,000.00	-	-	-	-	-	83,000.00	-
142	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	-	-	-	-	-	50,000.00	-
143	Under slab 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	-

JA003637

HELIX00306

HELIX-TR-EX-501-299

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		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
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
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	Underlab 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	Underlab Branch Conduit & Wire	78,000.00	-	-	-	-	-	78,000.00	-
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	3,939,000.00	143,376.00		4,081,376.00	31%	9,148,626.00	408,137.50

HELIX00307

HELIX-TR-EX-501-300

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	CHANGE ORDERS								
208	CO#1-Contract Adjustment (inc. above)								
207	CO#2-Apco Trailer Hookup	1,622.00	-					1,622.00	
208	CO#3-Options (voided change order #)		-						
209	CO#4-Overtime B8 & B9	10,000.00	-					10,000.00	
210	CO#5-Delete Utility Stubs Phase I	(15,000.00)	-					(15,000.00)	
211	CO#6-Delete Site Conduits-Phase I & II	(13,000.00)	-					(13,000.00)	
212	CO#7-Building #9 Options	48,472.00	-					48,472.00	
213	CO#8a-Building #8 Options	42,984.00	6,250.00			6,250.00	15%	36,744.00	625.00
214	CO#8b-Additional B8 & B9 Options	40,258.00	21,500.00	18,758.00		40,258.00	100%		4,025.80
215									
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237									
	Total Change Orders	112,348.00	27,750.00	18,758.00		46,508.00	41%	65,838.00	4,650.80
	Total Revised Contract	13,342,348.00	3,965,750.00	162,133.00		4,127,883.00	31%	9,214,463.00	412,788.30







# APCO CONSTRUCTION

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

## CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name:	<u>Manhattan West</u>
Property Location:	<u>9255 W Russell Road Las Vegas, NV 89148</u>
Undersigned's Customer:	<u>APCO Construction</u>
Inv./Pmt Application No:	<u>16713-009R1</u>
Payment Amount:	<u>\$145,919.70</u>

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 the 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 laborers, subcontractors, materialmen and suppliers for all work, materials or equipment that are the subject of the waiver and release.

Dated: June 20, 2008

Helix Electric

By: 

Its: Robert D Johnson, Vice President

HELIX00310



Helix Electric  
CONSTRUCTORS • ENGINEERS

LETTER OF TRANSMITTAL

DATE:	7/21/2008	JOB NO.	16713
RE:	Manhattan West		
PWP#:			

TO: Apco Construction  
3432 N. 5th Street  
North Las Vegas, Nv. 89032

ATTN: Attn: Shawn Bowne

- 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	6/20/2008		Payment Application Inv # 16713-009R1
1	6/20/2008		Conditional Release 6/30/2008

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

Received by: \_\_\_\_\_

PO# \_\_\_\_\_  
FX# (702) 450-8227

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_



**Helix Electric**  
CONTRACTORS - ENGINEERS

**LETTER OF TRANSMITTAL**

DATE:	7/18/2008	JOB NO.	16713
RE:	Manhattan West		
PWP#:			

TO: Apco Construction  
3432 N. 5th Street  
North Las Vegas, Nv. 89032

ATTN: Attn: Shawn Bowne

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	6/20/2008		Payment Application Inv # 16713-009R1
1	6/20/2008		Conditional Release 6/30/2008

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: [Signature]  
Printed Name: E. Carter  
Date: 7/24/08



**Helix Electric**  
CONSTRUCTORS • ENGINEERS

JOB # 16713  
FILE # 1  
OTHER \_\_\_\_\_

INVOICE # 16713-009R1

CUSTOMER # 1611

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

INVOICE DATE: 20-Jun-08

PERIOD THRU: 6/30/2008

OUR JOB NO.: 16713

JOB NAME: Manhattan West

YOUR JOB NO.:

ORIGINAL CONTRACT		13,230,000.00
CHANGE ORDER THROUGH #		112,346.00
CONTRACT AMOUNT TO DATE		13,342,346.00
GROSS BILLING	31%	4,129,125.00
PREVIOUSLY BILLED		3,965,750.00
GROSS CURRENT PERIOD		163,375.00
RETENTION	10%	16,337.50
NET AMOUNT DUE THIS PERIOD		147,037.50
OUTSTANDING FROM PRIOR PERIOD	Inv #16713-007	369,919.80
	Inv #16713-009R1	268,672.50
<b>TOTAL AMOUNT DUE</b>		<b>785,630</b>

pursuant to E&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

HELIX00313

HELIX-TR-EX-501-306

JA003644

# APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

Page 1 of 2

HELIX00314

**TO (Owner):** *Apca Construction*  
 3432 N. 5th Street  
 North Las Vegas, Nv. 89032  
 Attn: Shawn Bowne

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

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

**APPLICATION NUMBER:** 16713-009R1  
**PERIOD TO:** 8/30/2008  
**PROJECT NOS**

**Distribution to:**

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

**VIA (ARCHITECT):**

**CONTRACT DATE:**

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

<b>1. PARTIAL CONTRACT SUM</b>	\$ 13,230,000.00
<b>2. Net change by Change Orders</b>	112,346.00
<b>3. CONTRACT SUM TO DATE (Line 1+2)</b>	\$ 13,342,346.00
<b>4. TOTAL COMPLETED &amp; STORED TO DATE</b> (Column G on G703)	\$ 4,129,125.00
<b>5. RETAINAGE:</b>	
a. 10% of Completed Work (Column D + E on G703)	\$ 412,912.50
b. 10% of Stored Material (Column F on G703)	\$ -
<b>Total Retainage (Line 5a + 5b or     Total in Column I of G703)</b>	\$ 412,912.50
<b>6. TOTAL EARNED LESS RETAINAGE</b> (Line 4 less Line 5 Total)	\$ 3,716,212.50
<b>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT</b> (Line 6 from prior Certificate)	\$ 3,569,175.00
<b>8. CURRENT PAYMENT DUE</b>	\$ 147,037.50
<b>9. BALANCE TO FINISH, PLUS RETAINAGE</b> (Line 3 less Line 6)	\$ 9,626,133.50

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total Approved this Month		
<b>TOTALS</b>	-	-
<b>NET CHANGES by Change Order</b>	112,346.00	

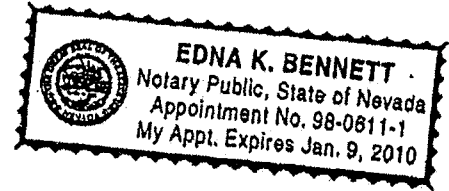
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates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

**CONTRACTOR:** *Robert D Johnson* Date: 6/20/08  
 By: \_\_\_\_\_  
 Robert D Johnson, Vice President

State Of: NEVADA  
 County Of: CLARK

Subscribed and sworn to before me this 20th day of June, 2008

*Edna K Bennett*  
 Notary Public:  
 My Commission expires: 1/9/2010



## 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**..... \$147,037.50

(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 I

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: 16713-009R1  
 APPLICATION DATE: 6/20/2008  
 PERIOD TO: 6/30/2008  
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			D FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD					
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	40,000.00	10,000.00		60,000.00	42%	70,000.00	5,000.00
4	Project Engineer, CAD, Project Assistant	75,000.00	48,875.00	7,000.00		55,875.00	75%	19,125.00	5,587.50
5	Electrical Permits	65,000.00	35,000.00	5,000.00		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	84,250.00	6,000.00		90,250.00	75%	29,750.00	9,025.00
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	Underlab Branch Conduit & Wire	57,000.00	-			-		57,000.00	-
13	Garage & 1st floor dock-conduit/wire	275,000.00	-			-		275,000.00	-
14	1st Floor Rough Walls/Ceilings	85,000.00	-			-		85,000.00	-
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	65,950.00	58,950.00			58,950.00	90%	6,550.00	5,895.00
24	Distribution Package	25,000.00	22,500.00			22,500.00	90%	2,500.00	2,250.00
25	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	30,000.00			30,000.00	60%	20,000.00	3,000.00
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	256,000.00	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			17,500.00	70%	7,500.00	1,750.00
29	2nd Floor Rough and Trim	25,000.00	17,500.00			17,500.00	70%	7,500.00	1,750.00
30	3rd Floor Rough and Trim	25,000.00	17,500.00			17,500.00	70%	7,500.00	1,750.00
31	4th Floor Rough and Trim	25,000.00	-			-		25,000.00	-
32	Roof Plan	2,500.00	-			-		2,500.00	-
33	BUILDING #3-TYPE II								
34	Light Fixture Package	65,950.00	58,950.00			58,950.00	90%	6,550.00	5,895.00
35	Distribution Package	25,000.00	15,000.00			15,000.00	60%	10,000.00	1,500.00
36	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	10,000.00			10,000.00	20%	40,000.00	1,000.00
37	2nd Sublevel Garage UG and Deck	200,000.00	180,000.00			180,000.00	90%	20,000.00	18,000.00
38	1st Sublevel Garage and Deck	256,000.00	229,500.00			229,500.00	90%	25,500.00	22,950.00
39	1st Floor Rough and Trim	25,000.00	-			-		25,000.00	-
40	2nd Floor Rough and Trim	25,000.00	-			-		25,000.00	-
41	3rd Floor Rough and Trim	25,000.00	-			-		25,000.00	-
42	4th Floor Rough and Trim	25,000.00	-			-		25,000.00	-
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	-

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
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	48,250.00	-	-	48,250.00	34%	92,750.00	4,825.00
88	Distribution Package	229,000.00	98,000.00	-	-	98,000.00	17%	187,000.00	3,800.00
89	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	5,000.00	-	-	5,000.00	10%	45,000.00	500.00
90	Generator	100,000.00	95,000.00	-	-	95,000.00	95%	5,000.00	9,500.00
91	Underslab Branch Conduit & Wire	88,000.00	84,500.00	-	-	84,500.00	95%	3,500.00	8,450.00
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	23,875.00	23,875.00	-	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	23,850.00	19,100.00	-	47,750.00	50%	47,750.00	4,775.00
96	2nd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
97	3rd Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00	18,200.00	-	38,200.00	40%	57,300.00	3,820.00

JA003647

HELIX00316

HELIX-TR-EX-501-309



ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		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
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
			88	3rd Floor Device and Fixture Trim					
89	4th Floor Rough Deck/Walls/Ceilings	95,600.00	20,000.00	18,200.00	-	38,200.00	40%	57,300.00	3,820.00
100	4th Floor Device and Fixture Trim	10,000.00	-	-	-	-	10,000.00	-	
101	5th Floor Rough Deck/Walls/Ceilings	95,600.00	20,000.00	9,000.00	-	29,000.00	30%	66,600.00	2,900.00
102	5th Floor Device and Fixture Trim	10,000.00	-	-	-	-	10,000.00	-	
103	6th Floor Rough Deck/Walls/Ceilings	95,600.00	20,000.00	9,000.00	-	29,000.00	30%	66,600.00	2,900.00
104	6th Floor Device and Fixture Trim	10,000.00	-	-	-	-	10,000.00	-	
105	7th Floor Rough Deck/Walls/Ceilings	95,600.00	20,000.00	9,000.00	-	29,000.00	30%	66,600.00	2,900.00
106	7th Floor Device and Fixture Trim	10,000.00	-	-	-	-	10,000.00	-	
107	8th Floor Rough Deck/Walls/Ceilings	95,600.00	20,000.00	9,000.00	-	29,000.00	30%	66,600.00	2,900.00
108	8th Floor Device and Fixture Trim	10,000.00	-	-	-	-	10,000.00	-	
109	9th Floor Rough Deck/Walls/Ceilings	95,600.00	20,000.00	-	-	20,000.00	21%	75,600.00	2,000.00
110	9th Floor Device and Fixture Trim	8,000.00	-	-	-	-	8,000.00	-	
111	BUILDING #8-TYPE I (76 units)	-	-	-	-	-	-	-	
112	Light Fixture Package	106,000.00	39,500.00	-	-	39,500.00	37%	66,500.00	3,950.00
113	Distribution Package	83,000.00	70,500.00	-	-	70,500.00	85%	12,500.00	7,050.00
114	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	25,000.00	-	-	25,000.00	50%	25,000.00	2,500.00
115	Underlab 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	67,750.00	-	-	67,750.00	90%	7,250.00	6,775.00
118	1st Floor Device and Fixture Trim	10,000.00	-	-	-	-	10,000.00	-	
119	2nd Floor Rough Walls/Ceilings	75,000.00	67,750.00	-	-	67,750.00	90%	7,250.00	6,775.00
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	-	-	67,750.00	90%	7,250.00	6,775.00
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	-	-	67,750.00	90%	7,250.00	6,775.00
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	39,500.00	-	-	39,500.00	37%	66,500.00	3,950.00
127	Distribution Package	83,000.00	75,000.00	-	-	75,000.00	90%	8,000.00	7,500.00
128	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	25,000.00	-	-	25,000.00	50%	25,000.00	2,500.00
129	Underlab 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	67,750.00	-	-	67,750.00	90%	7,250.00	6,775.00
132	1st Floor Device and Fixture Trim	10,000.00	-	-	-	-	10,000.00	-	
133	2nd Floor Rough Walls/Ceilings	75,000.00	67,750.00	-	-	67,750.00	90%	7,250.00	6,775.00
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	-	-	67,750.00	90%	7,250.00	6,775.00
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	-	-	67,750.00	90%	7,250.00	6,775.00
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	Underlab 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	-	

JA003648

HELIX00317

HELIX-TR-EX-501-310

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE	
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
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	98,000.00	-	-	-	-	98,000.00	-	
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	8,000.00	-	-	-	-	8,000.00	-	
185	Furnish Parking Lot Pole Lighting	64,000.00	-	-	-	-	64,000.00	-	
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Original Contract Totals		13,230,000.00	3,938,000.00	143,378.00		4,081,378.00	31%	8,148,625.00	408,137.50

JA003649

HELIX00318

HELIX-TR-EX-501-311

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			D FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD					
	CHANGE ORDERS								
206	CO#1-Contract Adjustment (inc. above)								
207	CO#2-Apco Trailer Hookup	1,622.00	-					1,622.00	
208	CO#3-Options (voided change order #)		-						
209	CO#4-Overtime B8 & B9	10,000.00	-					10,000.00	
210	CO#5-Delete Utility Stubs Phase I	(15,000.00)	-					(15,000.00)	
211	CO#6-Delete Site Conduits-Phase I & II	(13,000.00)	-					(13,000.00)	
212	CO#7-Building #9 Options	45,472.00	-					45,472.00	
213	CO#8a-Building #8 Options	42,994.00	6,250.00			6,250.00	15%	36,744.00	625.00
214	CO#8b-Additional B8 & B9 Options	40,258.00	21,600.00	20,000.00		41,500.00	103%	(1,242.00)	4,150.00
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	Total Change Orders	112,346.00	27,750.00	20,000.00		47,750.00	43%	64,596.00	4,775.00
	Total Revised Contract	13,342,346.00	3,985,750.00	163,375.00		4,129,125.00	31%	9,213,221.00	412,912.50

# HELIX ELECTRIC

## MATERIAL STORED BILLING STATUS

### MANHATTAN WEST

PERIOD: Jun-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		\$ 19,100.00	\$ 900.00
97	\$ 20,000.00		\$ 18,200.00	\$ 1,800.00
99	\$ 20,000.00		\$ 18,200.00	\$ 1,800.00
101	\$ 20,000.00		\$ 9,000.00	\$ 11,000.00
103	\$ 20,000.00		\$ 9,000.00	\$ 11,000.00
105	\$ 20,000.00		\$ 9,000.00	\$ 11,000.00
107	\$ 20,000.00		\$ 9,000.00	\$ 11,000.00
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	\$ -	\$ 511,750.00	\$ 106,500.00



# APCO CONSTRUCTION

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

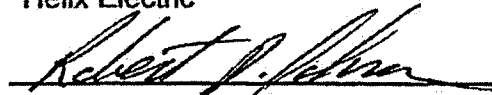
## CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name:	<u>Manhattan West</u>
Property Location:	<u>9255 W Russell Road Las Vegas, NV 89148</u>
Undersigned's Customer:	<u>APCO Construction</u>
Inv./Pmt Application No:	<u>16713-009R1</u>
Payment Amount:	<u>\$147,037.50</u>

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 the 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 laborers, subcontractors, materialmen and suppliers for all work, materials or equipment that are the subject of the waiver and release.

Dated: June 20, 2008

Helix Electric  
By:   
Its: Robert D Johnson, Vice President

HELIX00321



**Helix Electric**  
CONSTRUCTORS • ENGINEERS

# LETTER OF TRANSMITTAL

DATE:	7/18/2008	JOB NO.	16713
RE:	Manhattan West		
PWP#:			

TO: Apco Construction  
3432 N. 5th Street  
North Las Vegas, Nv. 89032

ATTN: Attn: Shawn Bowne

- WE ARE SENDING YOU
- |   |                                       |   |
|---|---------------------------------------|---|
| <input type="checkbox"/> Shop Drawings  | <input type="checkbox"/> Attached     | <input type="checkbox"/> Under separate cover via _____ the following items |
| <input type="checkbox"/> Copy of Letter | <input type="checkbox"/> Prints       | <input type="checkbox"/> Plans  |
|   | <input type="checkbox"/> Change Order | <input type="checkbox"/> Samples  |
|   |                                       | <input type="checkbox"/> Specifications                                     |
|   |                                       | <input type="checkbox"/> Submittals   |

COPIES	DATE	SECTION	DESCRIPTION
1	6/20/2008		Payment Application Inv # 16713-009R1
1	6/20/2008		Conditional Release 6/30/2008

- THESE ARE TRANSMITTED as checked below:
- |   |   |   |
|---|---|---|
| <input type="checkbox"/> For approval               | <input type="checkbox"/> Approved as submitted            | <input type="checkbox"/> Resubmit _____ copies for approval   |
| <input type="checkbox"/> For your use               | <input type="checkbox"/> Approved as noted                | <input type="checkbox"/> Submit _____ copies for distribution |
| <input type="checkbox"/> As requested               | <input type="checkbox"/> Returned for corrections         | <input type="checkbox"/> Return _____ corrected prints        |
| <input type="checkbox"/> For review and comment     | <input type="checkbox"/>                                  |   |
| <input type="checkbox"/> FOR BIDS DUE _____ 20_____ | <input type="checkbox"/> PRINTS RETURNED AFTER LOAN TO US |   |

REMARKS:

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Name: Edna K Bennett  
Title: Project Assistant

Received by: \_\_\_\_\_

PO#  
FX# (702) 450-8227

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

CONTINUATION SHEET

AIA DOCUMENT G702

Page 2 of 2

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: 16713-009  
 APPLICATION DATE: 6/20/2008  
 PERIOD TO: 6/30/2008  
 ARCHITECT'S PROJECT NO:

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		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
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
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	40,000.00	10,000.00	414	50,000.00	42%	70,000.00	5,000.00
4	Project Engineer, CAD, Project Assistant	75,000.00	46,875.00	7,000.00	415	55,875.00	78%	19,125.00	5,587.50
5	Electrical Permits	65,000.00	35,000.00	5,000.00	416	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	84,250.00	6,000.00	418	90,250.00	75%	29,750.00	9,025.00
8	BUILDING #1-TYPE V (52 units)	-	-			-		-	-
9	Light Fixture Package	78,000.00	-			-		78,000.00	-
10	Distribution Package	70,000.00	-			-		70,000.00	-
11	Low Voltage Systems (FA, CCTV, CA, etc)	40,000.00	-			-		40,000.00	-
12	Underlab Branch Conduit & Wire	57,000.00	-			-		57,000.00	-
13	Garage & 1st floor dock-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	65,950.00	58,950.00			58,950.00	90%	6,550.00	5,895.00
24	Distribution Package	26,000.00	22,500.00			22,500.00	90%	2,500.00	2,250.00
25	Low Voltage Systems (FA, CCTV, CA, etc)	60,000.00	30,000.00			30,000.00	80%	20,000.00	3,000.00
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			17,500.00	70%	7,500.00	1,750.00
29	2nd Floor Rough and Trim	25,000.00	17,500.00			17,500.00	70%	7,500.00	1,750.00
30	3rd Floor Rough and Trim	25,000.00	17,500.00			17,500.00	70%	7,500.00	1,750.00
31	4th Floor Rough and Trim	25,000.00	-	12,500.00	-102	12,500.00	60%	12,500.00	1,250.00
32	Roof Plan	2,500.00	-			-		2,500.00	-
33	BUILDING #3-TYPE II	-	-			-		-	-
34	Light Fixture Package	65,950.00	58,950.00			58,950.00	90%	6,550.00	5,895.00
35	Distribution Package	26,000.00	15,000.00			15,000.00	60%	10,000.00	1,600.00
36	Low Voltage Systems (FA, CCTV, CA, etc)	60,000.00	10,000.00			10,000.00	20%	40,000.00	1,000.00
37	2nd Sublevel Garage UG and Deck	200,000.00	180,000.00			180,000.00	90%	20,000.00	18,000.00
38	1st Sublevel Garage and Deck	255,000.00	229,500.00			229,500.00	90%	25,500.00	22,950.00
39	1st Floor Rough and Trim	25,000.00	-	2,500.00	-176	2,500.00	10%	22,500.00	250.00
40	2nd Floor Rough and Trim	25,000.00	-	2,500.00	-177	2,500.00	10%	22,500.00	250.00
41	3rd Floor Rough and Trim	25,000.00	-	2,500.00	-178	2,500.00	10%	22,500.00	250.00
42	4th Floor Rough and Trim	25,000.00	-			-		25,000.00	-
43	Roof Plan	2,500.00	-			-		2,500.00	-
44	BUILDING #4-TYPE V (52 units)	-	-			-		-	-
45	Light Fixture Package	78,000.00	-			-		78,000.00	-

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
46	Distribution Package	70,000.00	-	-	-	-	-	70,000.00	-
47	Low Voltage Systems (FA, CCTV, CA, etc)	40,000.00	-	-	-	-	-	40,000.00	-
48	Underlab 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	108,000.00	-	-	-	-	-	108,000.00	-
60	Distribution Package	83,000.00	-	-	-	-	-	83,000.00	-
61	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	-	-	-	-	-	50,000.00	-
62	Underlab 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	108,000.00	-	-	-	-	-	108,000.00	-
74	Distribution Package	83,000.00	-	-	-	-	-	83,000.00	-
75	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	-	-	-	-	-	50,000.00	-
76	Underlab 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	48,250.00	-	-	48,250.00	34%	92,750.00	4,825.00
88	Distribution Package	223,000.00	38,000.00	-	-	38,000.00	17%	187,000.00	3,800.00
89	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	5,000.00	-	-	5,000.00	10%	45,000.00	500.00
90	Generator	100,000.00	85,000.00	-	-	85,000.00	85%	5,000.00	8,800.00
91	Underlab Branch Conduit & Wire	88,000.00	64,800.00	-	-	64,800.00	85%	3,500.00	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	85,500.00	23,875.00	23,875.00	425	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	28,650.00	19,100.00	427	47,750.00	50%	47,750.00	4,775.00
96	2nd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
97	3rd Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00	18,200.00	429	38,200.00	40%	57,300.00	3,820.00

JA003655

HELIX00324

HELIX-TR-EX-501-317



A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
98	3rd Floor Device and Fixture Trim	10,000.00	-	-		-		10,000.00	-
99	4th Floor Rough Deck/Walls/Ceilings	95,800.00	20,000.00	18,200.00	431	38,200.00	40%	57,600.00	3,820.00
100	4th Floor Device and Fixture Trim	10,000.00	-	-		-		10,000.00	-
101	5th Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00	9,000.00	433	29,000.00	30%	66,500.00	2,900.00
102	5th Floor Device and Fixture Trim	10,000.00	-	-		-		10,000.00	-
103	6th Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00	9,000.00	435	29,000.00	30%	66,500.00	2,900.00
104	6th Floor Device and Fixture Trim	10,000.00	-	-		-		10,000.00	-
105	7th Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00	9,000.00	437	29,000.00	30%	66,500.00	2,900.00
106	7th Floor Device and Fixture Trim	10,000.00	-	-		-		10,000.00	-
107	8th Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00	9,000.00	439	29,000.00	30%	66,500.00	2,900.00
108	8th Floor Device and Fixture Trim	10,000.00	-	-		-		10,000.00	-
109	9th Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00	-		20,000.00	21%	75,500.00	2,000.00
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	39,500.00	-		39,500.00	37%	68,500.00	3,950.00
113	Distribution Package	83,000.00	70,500.00	-		70,500.00	85%	12,500.00	7,050.00
114	Low Voltage Systems (FA, CCTV, CA, etc	60,000.00	25,000.00	-		25,000.00	50%	25,000.00	2,500.00
116	Underlab Branch Conduit & Wire	85,000.00	78,500.00	-		78,500.00	90%	8,500.00	7,850.00
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	67,750.00	-		67,750.00	90%	7,250.00	6,775.00
118	1st Floor Device and Fixture Trim	10,000.00	-	-		-		10,000.00	-
119	2nd Floor Rough Walls/Ceilings	75,000.00	67,750.00	-		67,750.00	90%	7,250.00	6,775.00
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	-		67,750.00	90%	7,250.00	6,775.00
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	-		67,750.00	90%	7,250.00	6,775.00
124	4th Floor Device and Fixture Trim	10,000.00	-	-		-		10,000.00	-
125	BUILDING #9-TYPE I (76 units)	-	-	-		-		-	-
126	Light Fixture Package	108,000.00	39,500.00	-		39,500.00	27%	68,500.00	3,950.00
127	Distribution Package	83,000.00	75,000.00	-		75,000.00	80%	8,000.00	7,500.00
128	Low Voltage Systems (FA, CCTV, CA, etc	60,000.00	25,000.00	-		25,000.00	50%	25,000.00	2,500.00
129	Underlab Branch Conduit & Wire	85,000.00	78,500.00	-		78,500.00	90%	8,500.00	7,850.00
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	67,750.00	-		67,750.00	90%	7,250.00	6,775.00
132	1st Floor Device and Fixture Trim	10,000.00	-	-		-		10,000.00	-
133	2nd Floor Rough Walls/Ceilings	75,000.00	67,750.00	-		67,750.00	90%	7,250.00	6,775.00
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	-		67,750.00	90%	7,250.00	6,775.00
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	-		67,750.00	90%	7,250.00	6,775.00
138	4th Floor Device and Fixture Trim	10,000.00	-	-		-		10,000.00	-
139	BUILDING #10-TYPE I (76 units)	-	-	-		-		-	-
140	Light Fixture Package	108,000.00	-	-		-		108,000.00	-
141	Distribution Package	83,000.00	-	-		-		83,000.00	-
142	Low Voltage Systems (FA, CCTV, CA, etc	60,000.00	-	-		-		60,000.00	-
143	Underlab 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	-

JA003656

HELLX00325

HELIX-TR-EX-501-318

HELIX00326

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		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
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
160	3rd Floor Device and Fixture Trim	10,000.00	-	-	-	-	10,000.00	.	
161	4th Floor Rough Walls/Ceilings	75,000.00	-	-	-	-	75,000.00	.	
162	4th Floor Device and Fixture Trim	10,000.00	-	-	-	-	10,000.00	.	
163	BUILDING #11-TYPE I (76 units)	-	-	-	-	-	-	.	
164	Light Fixture Package	108,000.00	-	-	-	-	108,000.00	.	
165	Distribution Package	83,000.00	-	-	-	-	83,000.00	.	
166	Low Voltage Systems (FA, CCTV, CA, etc)	60,000.00	-	-	-	-	60,000.00	.	
167	Under slab Branch Conduit & Wire	85,000.00	-	-	-	-	85,000.00	.	
168	Garage & 1st floor deck-conduit/wire	400,000.00	-	-	-	-	400,000.00	.	
169	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	2nd 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	98,000.00	-	-	-	-	98,000.00	.	
169	Distribution Package	77,500.00	-	-	-	-	77,500.00	.	
170	Low Voltage Systems (FA, CCTV, CA, etc)	45,000.00	-	-	-	-	45,000.00	.	
171	Under slab Branch Conduit & Wire	78,000.00	-	-	-	-	78,000.00	.	
172	Garage & 1st floor deck-conduit/wire	360,000.00	-	-	-	-	360,000.00	.	
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	287,000.00	-	-	-	-	287,000.00	.	
183	Furnish Courtyard Lighting	69,000.00	-	-	-	-	69,000.00	.	
184	Furnish Sports Lighting	6,000.00	-	-	-	-	6,000.00	.	
185	Furnish Parking Lot Pole Lighting	64,000.00	-	-	-	-	64,000.00	.	
186								.	
167								.	
188								.	
189								.	
190								.	
191								.	
182								.	
183								.	
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200								.	
201								.	
202								.	
203								.	
204								.	
205								.	
Original Contract Totals		13,230,000.00	3,838,000.00	143,375.00		4,101,375.00	31%	8,128,625.00	410,137.50

JA003657

HELIX-TR-EX-501-319

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	CHANGE ORDERS								
205	CO#1-Contract Adjustment (inc. above)					-		-	-
207	CO#2-Apco Trailer Hookup	1,822.00	1,822.00			1,822.00	100%	-	182.20
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	22,750.00			22,750.00	50%	22,722.00	2,275.00
213	CO#8a-Building #8 Options	42,994.00	21,500.00			21,500.00	50%	21,494.00	2,150.00
214	CO#8b-Additional B8 & B9 Options	40,258.00		20,000.00		20,000.00	50%	20,258.00	2,000.00
215						-		-	-
216						-		-	-
217						-		-	-
218						-		-	-
219						-		-	-
220						-		-	-
221						-		-	-
222						-		-	-
223						-		-	-
224						-		-	-
225						-		-	-
226						-		-	-
227						-		-	-
228						-		-	-
229						-		-	-
230						-		-	-
231						-		-	-
232						-		-	-
233						-		-	-
234						-		-	-
235						-		-	-
236						-		-	-
237						-		-	-
Total Change Orders		112,346.00	27,872.00	20,000.00		47,872.00	43%	64,474.00	4,787.20
Total Revised Contract		13,342,346.00	3,965,872.00	183,375.00		4,149,247.00	31%	9,193,099.00	414,924.70



**Helix Electric**  
CONSTRUCTORS • ENGINEERS

# LETTER OF TRANSMITTAL

DATE:	6/19/2008	JOB NO.	16713
RE:	Manhattan West		
PWP#:			

TO: APCO Construction  
3432 N 5th Street  
N Las Vegas, NV 89032

ATTN: Shawn Bowne/Mary Jo

- 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	6/20/2008		Payment Application Inv # 16713-009
1	6/20/2008		Conditional Release 6/30/2008

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:

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Name: Edna K Bennett  
Title: Project Assistant

PO#  
FX# (702) 450-8227

Received by: *E. Cortez*  
Printed Name: E Cortez  
Date: 6/20/08

3078 E. Sunset Road, Suite 9, Las Vegas, NV 89120 (702) 732-1188 Fax: (702) 732-4386  
Nevada Contractor's License No. 0053610

HELIX00328



**Helix Electric**  
CONSTRUCTORS • ENGINEERS

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

INVOICE # 16713-009  
CUSTOMER # 1611

INVOICE DATE: 20-Jun-08  
PERIOD THRU: 6/30/2008  
OUR JOB NO.: 16713  
JOB NAME: Manhattan West

YOUR JOB NO.:

ORIGINAL CONTRACT		13,230,000.00
CHANGE ORDER THROUGH #		112,346.00
CONTRACT AMOUNT TO DATE		13,342,346.00
GROSS BILLING	31%	4,149,247.00
PREVIOUSLY BILLED		3,965,872.00
GROSS CURRENT PERIOD		183,375.00
RETENTION	10%	18,337.50
NET AMOUNT DUE THIS PERIOD		165,037.50
OUTSTANDING FROM PRIOR PERIOD	Inv #16713-007	369,919.80
	Inv #16713-008R1	268,672.50
<b>TOTAL AMOUNT DUE</b>		<b>803,630</b>

Pursuant to B&P code section 7108.5 a penalty of 7% 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

HELIX00329

HELIX-TR-EX-501-322

JA003660

JOB # 16713  
FILE # 1  
OTHER \_\_\_\_\_

# APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

Page 1 of 2

HELIX00330

**TO (Owner):** Apco Construction  
3432 N. 5th Street  
North Las Vegas, Nv. 89032  
Attn: Shawn Bowne

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

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

**APPLICATION NUMBER:** 16713-009  
**PERIOD TO:** 6/30/2008  
**PROJECT NOS**  
**CONTRACT DATE:**

**Distribution to:**

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

<b>1. PARTIAL CONTRACT SUM</b>	\$ 13,230,000.00
<b>2. Net change by Change Orders</b>	112,346.00
<b>3. CONTRACT SUM TO DATE (Line 1+2)</b>	\$ 13,342,346.00
<b>4. TOTAL COMPLETED &amp; STORED TO DATE</b> (Column G on G703)	\$ 4,149,247.00
<b>5. RETAINAGE:</b>	
a. 10% of Completed Work (Column D + E on G703)	\$ 414,924.70
b. 10% of Stored Material (Column F on G703)	\$ -
<b>Total Retainage (Line 5a + 5b or     Total in Column I of G703)</b>	\$ 414,924.70
<b>6. TOTAL EARNED LESS RETAINAGE</b> (Line 4 less Line 5 Total)	\$ 3,734,322.30
<b>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT</b> (Line 6 from prior Certificate)	\$ 3,589,284.80
<b>8. CURRENT PAYMENT DUE</b>	\$ 165,037.50
<b>9. BALANCE TO FINISH, PLUS RETAINAGE</b> (Line 3 less Line 8)	\$ 9,608,023.70

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total Approved this Month		
<b>TOTALS</b>	-	-
<b>NET CHANGES by Change Order</b>	112,346.00	

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.

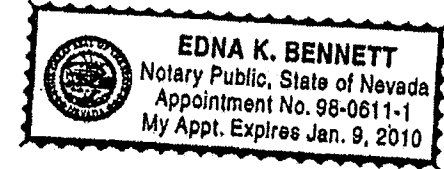
**CONTRACTOR:**  
By: Robert D. Johnson  
Robert D Johnson, Vice President

Date: 6/20/08

State Of: NEVADA  
County Of: CLARK  
Subscribed and sworn to before me this 20th day of June, 2008

Edna K Bennett  
Notary Public:

My Commission expires: 1/9/2010



## 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**..... \$165,037.50

(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, 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: 16713-009  
 APPLICATION DATE: 6/20/2008  
 PERIOD TO: 6/30/2008  
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	ELECTRICAL ENGINEERING	155,000.00	83,700.00			83,700.00	54%	71,300.00	6,370.00
2	MOBILIZATION	60,000.00	60,000.00			60,000.00	100%	-	6,000.00
3	Office Trailer/Admin. 24 months	120,000.00	40,000.00	10,000.00		50,000.00	42%	70,000.00	5,000.00
4	Project Engineer, CAD, Project Assistant	75,000.00	48,875.00	7,000.00		55,875.00	76%	19,125.00	6,587.50
5	Electrical Permits	65,000.00	35,000.00	5,000.00		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	84,250.00	6,000.00		90,250.00	75%	29,750.00	9,025.00
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	66,500.00	58,950.00			58,950.00	90%	6,550.00	5,895.00
24	Distribution Package	25,000.00	22,500.00			22,500.00	90%	2,500.00	2,250.00
25	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	30,000.00			30,000.00	60%	20,000.00	3,000.00
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			17,500.00	70%	7,500.00	1,750.00
29	2nd Floor Rough and Trim	25,000.00	17,500.00			17,500.00	70%	7,500.00	1,750.00
30	3rd Floor Rough and Trim	25,000.00	17,500.00			17,500.00	70%	7,500.00	1,750.00
31	4th Floor Rough and Trim	25,000.00	-	12,500.00		12,500.00	50%	12,500.00	1,250.00
32	Roof Plan	2,500.00	-			-		2,500.00	-
33	BUILDING #3-TYPE II								
34	Light Fixture Package	66,500.00	58,950.00			58,950.00	90%	6,550.00	5,895.00
35	Distribution Package	25,000.00	15,000.00			15,000.00	60%	10,000.00	1,500.00
36	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	10,000.00			10,000.00	20%	40,000.00	1,000.00
37	2nd Sublevel Garage UG and Deck	200,000.00	180,000.00			180,000.00	90%	20,000.00	18,000.00
38	1st Sublevel Garage and Deck	235,000.00	229,500.00			229,500.00	90%	25,500.00	22,950.00
39	1st Floor Rough and Trim	25,000.00	-	2,500.00		2,500.00	10%	22,500.00	250.00
40	2nd Floor Rough and Trim	25,000.00	-	2,500.00		2,500.00	10%	22,500.00	250.00
41	3rd Floor Rough and Trim	25,000.00	-	2,500.00		2,500.00	10%	22,500.00	250.00
42	4th Floor Rough and Trim	25,000.00	-			-		25,000.00	-
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	-

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
			46	Distribution Package					
47	Low Voltage Systems (FA, CCTV, CA, etc)	40,000.00	-	-	-	-	40,000.00	-	
48	Underlab 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	Underlab 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	Underlab 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	48,250.00	-	-	48,250.00	92,750.00	4,825.00	
88	Distribution Package	225,000.00	38,000.00	-	-	38,000.00	187,000.00	3,800.00	
89	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	5,000.00	-	-	5,000.00	45,000.00	500.00	
90	Generator	100,000.00	85,000.00	-	-	85,000.00	15,000.00	9,500.00	
91	Underlab Branch Conduit & Wire	69,000.00	64,500.00	-	-	64,500.00	4,500.00	6,450.00	
92	Garage & 1st floor deck-conduit/wire	330,000.00	313,500.00	-	-	313,500.00	16,500.00	31,350.00	
93	1st Floor Rough Deck/Walls/Ceilings	85,500.00	23,875.00	23,875.00	-	47,750.00	37,750.00	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	28,650.00	19,100.00	-	47,750.00	47,750.00	4,775.00	
96	2nd Floor Device and Fixture Trim	10,000.00	-	-	-	-	10,000.00	-	
97	3rd Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00	18,200.00	-	38,200.00	57,300.00	3,820.00	

JA003663

HELIX00332

HELIX-TR-EX-501-325



A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
98	3rd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
99	4th Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00	18,200.00	-	38,200.00	40%	67,300.00	3,820.00
100	4th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
101	5th Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00	9,000.00	-	29,000.00	30%	66,500.00	2,900.00
102	5th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
103	6th Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00	9,000.00	-	29,000.00	30%	66,500.00	2,900.00
104	6th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
105	7th Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00	9,000.00	-	29,000.00	30%	66,500.00	2,900.00
106	7th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
107	8th Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00	9,000.00	-	29,000.00	30%	66,500.00	2,900.00
108	8th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
109	9th Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00	-	-	20,000.00	21%	75,500.00	2,000.00
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	39,500.00	-	-	39,500.00	37%	66,500.00	3,950.00
113	Distribution Package	83,000.00	70,500.00	-	-	70,500.00	85%	12,500.00	7,050.00
114	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	25,000.00	-	-	25,000.00	50%	25,000.00	2,500.00
115	Underlab 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	67,750.00	-	-	67,750.00	90%	7,250.00	6,775.00
118	1st Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
119	2nd Floor Rough Walls/Ceilings	75,000.00	67,750.00	-	-	67,750.00	90%	7,250.00	6,775.00
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	-	-	67,750.00	90%	7,250.00	6,775.00
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	-	-	67,750.00	90%	7,250.00	6,775.00
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	39,500.00	-	-	39,500.00	37%	66,500.00	3,950.00
127	Distribution Package	83,000.00	75,000.00	-	-	75,000.00	90%	8,000.00	7,500.00
128	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	25,000.00	-	-	25,000.00	50%	25,000.00	2,500.00
129	Underlab 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	67,750.00	-	-	67,750.00	90%	7,250.00	6,775.00
132	1st Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
133	2nd Floor Rough Walls/Ceilings	75,000.00	67,750.00	-	-	67,750.00	90%	7,250.00	6,775.00
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	-	-	67,750.00	90%	7,250.00	6,775.00
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	-	-	67,750.00	90%	7,250.00	6,775.00
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	Underlab 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	-

JA003664

HELIX00333

HELIX-TR-EX-501-326

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
			150	3rd Floor Device and Fixture Trim					
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	Underlab 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	98,000.00	-				98,000.00	-	
169	Distribution Package	77,500.00	-				77,500.00	-	
170	Low Voltage Systems (FA, CCTV, CA, etc)	45,000.00	-				45,000.00	-	
171	Underlab Branch Conduit & Wire	78,000.00	-				78,000.00	-	
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			-					-	
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201			-					-	
202			-					-	
203			-					-	
204			-					-	
205			-					-	
Original Contract Totals		13,230,000.00	3,938,000.00	163,375.00		4,101,375.00	31%	9,128,625.00	410,137.50

JA003665

HELIX00334

HELIX-TR-EX-501-327

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	CHANGE ORDERS								
206	CO#1-Contract Adjustment (Inc. above)					-		-	-
207	CO#2-Apoo 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	22,750.00			22,750.00	50%	22,722.00	2,275.00
213	CO#8a-Building #8 Options	42,994.00	21,500.00			21,500.00	50%	21,494.00	2,150.00
214	CO#8b-Additional B8 & B9 Options	40,258.00		20,000.00		20,000.00	50%	20,258.00	2,000.00
215						-		-	-
216						-		-	-
217						-		-	-
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225						-		-	-
226						-		-	-
227						-		-	-
228						-		-	-
229						-		-	-
230						-		-	-
231						-		-	-
232						-		-	-
233						-		-	-
234						-		-	-
235						-		-	-
236						-		-	-
237						-		-	-
	Total Change Orders	112,348.00	27,872.00	20,000.00		47,872.00	43%	64,474.00	4,787.20
	Total Revised Contract	13,342,348.00	3,955,872.00	183,375.00		4,149,247.00	31%	9,193,099.00	414,924.70





# APCO CONSTRUCTION

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

## CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name:	<u>Manhattan West</u>
Property Location:	<u>9255 W Russell Road Las Vegas, NV 89148</u>
Undersigned's Customer:	<u>APCO Construction</u>
Inv./Pmt Application No:	<u>16713-009</u>
Payment Amount:	<u>\$165,037.50</u>

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 the 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 laborers, subcontractors, materialmen and suppliers for all work, materials or equipment that are the subject of the waiver and release.

Dated: June 20, 2008

Helix Electric

By: 

Its: Robert D Johnson, Vice President

HELIX00337



**Helix Electric**  
CONSTRUCTORS • ENGINEERS

### LETTER OF TRANSMITTAL

DATE:	6/19/2008	JOB NO.	16713
RE: Manhattan West			
PWP#:			

TO: APCO Construction  
3432 N 5th Street  
N Las Vegas, NV 89032

ATTN: Shawn Bowne/Mary Jo

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	6/20/2008		Payment Application Inv # 16713-009
1	6/20/2008		Conditional Release 6/30/2008

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:

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Name: Edna K Bennett  
Title: Project Assistant

Received by: \_\_\_\_\_

PO#  
FX# (702) 450-8227

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

3078 E. Sunset Road, Suite 9, Las Vegas, NV 89120 (702) 732-1188 Fax: (702) 732-4386  
Nevada Contractor's License No. 0053810

HELIX00338

INVOICE	CAT. NO.	INV. DT.	AMOUNT	RETN.	NET AMOUNT	DESCRIPTION
CONDOS		09/22/08	529443.4056695	.00	472748.40	CONDOS ON BHLF OF GEMSTONE VOUCHER# SR9.9-03
			CHK TOTAL		472748.40	

*No 713*  
*Andy Rivera*  
*July*

JOB # No 713  
FILE # 1  
OTHER 510,285.00

RECEIVED  
SEP 24 2008  
HELIX ELECTRIC

DETACH AND RETAIN FOR YOUR RECORDS

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

NEVADA BANK OF AMERICA  
CHARLES M. BEGITS BRANCH  
100 W. CHURCH STREET  
LAS VEGAS, NEVADA 89102  
(702) 221-1100

CONTROL NO. 529419  
CHECK NUMBER 529419  
CHECK DATE 09/23/08

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

PAY \*\*\*472,748\*DOLLARS\*AND\*40\*CENTS

TO THE ORDER OF APCO CONSTRUCTION AND HELIX ELECTRIC

AMOUNT \*\*\*472,748.40\*  
*D. Rivera*  
*Rivera*

⑈529419⑈ ⑆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.

INVOICE	CAT. NO.	INV. DT.	AMOUNT	RETN.	NET AMOUNT	DESCRIPTION
	CONDOS	09/22/08	2527.20	.00	2527.20	CONDOS ON SBLF OF GEMSTONE DEV. WEST VOUCHER# SR9.9-02
			CHK TOTAL: 2527.20			

*16513  
Andy Rivera  
July*

RECEIVED  
SEP 24 2008  
HELIX ELECTRIC

DETACH 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)

**WESTERN BANK**  
100 W. CHURCH STREET  
LAS VEGAS, NEVADA 89102  
772122

CONTROL NO. 529416  
CHECK NUMBER 529416  
CHECK DATE 09/23/08

THIS CHECK WILL NOT BE HONORED IF PRESENTED 6 MONTHS AFTER THE ISSUE DATE.  
\*TWENTY FIVE HUNDRED TWENTY SEVEN DOLLARS AND 20 CENTS

PAY TO THE ORDER OF  
APCO CONSTRUCTION AND  
HELIX ELECTRIC AND  
PENHALL COMPANY

AMOUNT \*\*\*\*\*2,527.20\*

*D. V. [Signature]*  
*[Signature]*

⑈529416⑈ ⑆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.

HELIX00340



INVOICE	CAT. NO.	INV. DT.	AMT.	RETN.	NET AMOUNT	DESCRIPTION
	CONDOS	09/22/08	34979.40	.00	34979.40	CONDOS ON BHLF GEMSTONE DEV. WEST VOUCHER# BR9.9-01
			CHK TOTAL: 34979.40			

16513  
 \_\_\_\_\_  
 Andy Rivera  
 July

RECEIVED  
 SEP 24 7AM  
 HELIX ELECTRIC

DETACH AND RETAIN FOR YOUR RECORDS

NEVADA CONSTRUCTION SERVICES CHECK  
 2500 N. BUFFALO DRIVE SUITE 100  
 LAS VEGAS, NEVADA 89128  
 (702) 251-1150  
 TRUST ACCOUNT (B)

CHECK NUMBER: 529415  
 CHECK DATE: 09/23/08  
 AMOUNT: \*\*\*\*34,979.40\*

PAY TO THE ORDER OF: APCO CONSTRUCTION AND HELIX ELECTRIC AND R2W

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

⑈ 529415 ⑆ ⑆ 122400724 ⑆ ⑆ 048322999 ⑆

*[Signature]*



**Helix Electric**  
CONSTRUCTORS • ENGINEERS

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

INVOICE # 16713-010R2  
CUSTOMER # 1611

JOB # 16713  
FILE # 1  
OTHER: \_\_\_\_\_

INVOICE DATE: 18-Jul-08  
PERIOD THRU: 7/31/2008  
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	35%	4,802,173.51
PREVIOUSLY BILLED		4,235,223.51
GROSS CURRENT PERIOD		566,950.00
RETENTION	10%	56,695.00
NET AMOUNT DUE THIS PERIOD		510,255.00
OUTSTANDING FROM PRIOR PERIOD	Inv #16713-009R4	242,416.36
<b>TOTAL AMOUNT DUE</b>		<b>752,671</b>

Pursuant to E&F code section 7104.5 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

HELIX00342

HELIX-TR-EX-501-335

JA003673

# APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

Page 1 of 2

<b>TO (Owner):</b> <i>Apco Construction</i> 3432 N. 5th Street North Las Vegas, Nv. 89032 Attn: Shawn Bowne	<b>PROJECT:</b> <i>Manhattan Condominiums</i> 30 E. Serene Las Vegas, NV 89123	<b>APPLICATION NUMBER:</b> 16713-010R2 <b>PERIOD TO:</b> 7/31/2008 <b>PROJECT NOS</b>	Distribution to: <input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR
<b>FROM:</b> <i>Helix Electric</i> (Contractor) 3078 E. Sunset Rd., Ste#9 Las Vegas, NV 89120	<b>VIA (ARCHITECT):</b>	<b>CONTRACT DATE:</b>	

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.

<b>1. PARTIAL CONTRACT SUM</b>	\$ 13,230,000.00
<b>2. Net change by Change Orders</b>	394,837.00
<b>3. CONTRACT SUM TO DATE (Line 1+2)</b>	\$ 13,624,837.00
<b>4. TOTAL COMPLETED &amp; STORED TO DATE</b> (Column G on G703)	\$ 4,802,173.51
<b>5. RETAINAGE:</b>	
a. 10% of Completed Work (Column D + E on G703)	\$ 480,217.35
b. 10% of Stored Material (Column F on G703)	\$ -
<b>Total Retainage (Line 5a + 5b or         Total in Column I of G703)</b>	\$ 480,217.35
<b>6. TOTAL EARNED LESS RETAINAGE</b> (Line 4 less Line 5 Total)	\$ 4,321,956.16
<b>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT</b> (Line 6 from prior Certificate)	\$ 3,811,701.16
<b>8. CURRENT PAYMENT DUE</b>	\$ 510,255.00
<b>9. BALANCE TO FINISH, PLUS RETAINAGE</b> (Line 3 less Line 8)	\$ 9,302,880.84

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total Approved this Month		
<b>TOTALS</b>	-	-
<b>NET CHANGES by Change Order</b>	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: *[Signature]* Date: 7/18/08  
 Larry Johns, Vice President

State Of: NEVADA  
 County Of: CLARK  
 Subscribed and sworn to before me this 18th day of July, 2008  
*Edna K Bennett*  
 Notary Public:  
 My Commission expires: 1/9/2010



## 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**..... \$610,255.00  
 (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.

HELIX00343

CONTINUATION SHEET

AIA DOCUMENT G703

Page 2 of 2

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: 16713-010R2  
 APPLICATION DATE: 7/18/2008  
 PERIOD TO: 7/31/2008  
 ARCHITECT'S PROJECT NO:

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		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
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	ELECTRICAL ENGINEERING	165,000.00	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	50,000.00	5,000.00		55,000.00	46%	65,000.00	5,500.00
4	Project Engineer, CAD, Project Assistant	75,000.00	55,875.00	4,000.00		59,875.00	80%	15,125.00	5,987.50
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	90,250.00	6,000.00		96,250.00	80%	23,750.00	9,625.00
8	BUILDING #1-TYPE V (32 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	Underlab 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	85,000.00	-			-		85,000.00	-
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			22,500.00	90%	2,500.00	2,250.00
25	Low Voltage Systems (FA, CCTV, CA, etc.	50,000.00	30,000.00	7,500.00		37,500.00	75%	12,500.00	3,750.00
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	17,500.00			17,500.00	70%	7,500.00	1,750.00
29	2nd Floor Rough and Trim	25,000.00	17,500.00			17,500.00	70%	7,500.00	1,750.00
30	3rd Floor Rough and Trim	25,000.00	17,500.00			17,500.00	70%	7,500.00	1,750.00
31	4th Floor Rough and Trim	25,000.00	-	17,500.00		17,500.00	70%	7,500.00	1,750.00
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	15,000.00	7,500.00		22,500.00	90%	2,500.00	2,250.00
36	Low Voltage Systems (FA, CCTV, CA, etc.	80,000.00	10,000.00	10,000.00		20,000.00	40%	30,000.00	2,000.00
37	2nd Sublevel Garage UG and Deck	200,000.00	180,000.00	10,000.00		190,000.00	95%	10,000.00	19,000.00
38	1st Sublevel Garage and Deck	255,000.00	229,500.00	13,000.00		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	20%	20,000.00	500.00
40	2nd Floor Rough and Trim	25,000.00	-	5,000.00		5,000.00	20%	20,000.00	500.00
41	3rd Floor Rough and Trim	25,000.00	-	5,000.00		5,000.00	20%	20,000.00	500.00
42	4th Floor Rough and Trim	25,000.00	-	5,000.00		5,000.00	20%	20,000.00	500.00
43	Roof Plan	2,500.00	-			-		2,500.00	-
44	BUILDING #4-TYPE V (32 units)								
45	Light Fixture Package	76,000.00	-			-		76,000.00	-

HELIX00344

HELIX-TR-EX-501-337

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
46	Distribution Package	70,000.00	-	-	-	-	-	70,000.00	-
47	Low Voltage Systems (FA, CCTV, CA, etc)	40,000.00	-	-	-	-	-	40,000.00	-
48	Underlab 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	Underlab 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	Underlab 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	48,250.00	44,000.00	-	92,250.00	65%	48,750.00	9,225.00
88	Distribution Package	225,000.00	38,000.00	120,000.00	-	158,000.00	70%	67,000.00	15,800.00
89	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	5,000.00	5,000.00	-	10,000.00	20%	40,000.00	1,000.00
90	Generator	100,000.00	95,000.00	-	-	95,000.00	95%	5,000.00	9,500.00
91	Underlab 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	47,750.00	29,000.00	-	76,750.00	80%	18,750.00	7,675.00
96	2nd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
97	3rd Floor Rough Deck/Walls/Ceilings	95,500.00	38,200.00	38,550.00	-	76,750.00	80%	18,750.00	7,875.00

JA003676

HELIX00345

HELIX-TR-EX-501-338

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
98	3rd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
99	4th Floor Rough Deck/Walls/Ceilings	95,500.00	38,200.00	28,850.00	-	66,850.00	70%	28,850.00	6,885.00
100	4th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
101	5th Floor Rough Deck/Walls/Ceilings	95,500.00	29,000.00	18,750.00	-	47,750.00	50%	47,750.00	4,775.00
102	5th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
103	6th Floor Rough Deck/Walls/Ceilings	95,500.00	29,000.00	18,750.00	-	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	29,000.00	18,750.00	-	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	-	-	29,000.00	30%	66,500.00	2,900.00
108	8th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
109	9th Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00	9,000.00	-	29,000.00	30%	66,500.00	2,900.00
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	39,500.00	45,000.00	-	84,500.00	80%	21,500.00	8,450.00
113	Distribution Package	83,000.00	70,500.00	8,000.00	-	78,500.00	95%	4,800.00	7,850.00
114	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	25,000.00	10,000.00	-	35,000.00	70%	15,000.00	3,500.00
115	Underlab Branch Conduit & Wire	85,000.00	76,500.00	-	-	76,500.00	90%	8,500.00	7,850.00
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	67,750.00	3,500.00	-	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	67,750.00	3,500.00	-	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	-	-	67,750.00	90%	7,250.00	6,775.00
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	-	-	67,750.00	90%	7,250.00	6,775.00
124	4th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
125	BUILDING #9-TYPE I (76 units)	-	-	-	-	-	-	-	-
126	Light Fixture Package	108,000.00	39,500.00	45,000.00	-	84,500.00	80%	21,500.00	8,450.00
127	Distribution Package	83,000.00	75,000.00	4,000.00	-	79,000.00	95%	4,000.00	7,800.00
128	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	25,000.00	10,000.00	-	35,000.00	70%	15,000.00	3,500.00
129	Underlab Branch Conduit & Wire	85,000.00	78,500.00	-	-	78,500.00	90%	8,500.00	7,850.00
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	67,750.00	3,500.00	-	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	67,750.00	3,500.00	-	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	-	-	67,750.00	90%	7,250.00	6,775.00
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	-	-	67,750.00	90%	7,250.00	6,775.00
138	4th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
139	BUILDING #10-TYPE I (76 units)	-	-	-	-	-	-	-	-
140	Light Fixture Package	108,000.00	-	-	-	-	-	108,000.00	-
141	Distribution Package	83,000.00	-	-	-	-	-	83,000.00	-
142	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	-	-	-	-	-	50,000.00	-
143	Underlab 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	-

JA003677

HELIX00346

HELIX-TR-EX-501-339

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLE		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
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
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	.	
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Original Contract Totals		13,230,000.00	4,081,375.00	566,950.00		4,648,325.00	35%	8,581,675.00	464,832.50

HELIX00347

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	<b>CHANGE ORDERS</b>								
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	(18,000.00)	(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	26,281.98			26,281.98	48%	28,261.04	2,628.20
213	CO#8a-Building #8 Options	62,053.00	27,096.00			27,096.00	44%	34,957.00	2,709.60
214	CO#8b-Additional B8 & B9 Options	53,756.00	33,866.40			33,866.40	63%	19,889.60	3,386.64
215	<u>C2 Split Delta 5</u>	53,756.00	33,866.40			33,866.40	63%	19,889.60	3,386.64
216	Delta 3 Changes	92,117.00	24,180.75			24,180.75	26%	67,936.25	2,418.08
217	Delta 5 Changes	94,990.00	24,935.00			24,935.00	26%	70,055.00	2,493.50
218			-			-		-	-
219			-			-		-	-
220			-			-		-	-
221			-			-		-	-
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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									
	<b>Total Change Orders</b>	<b>394,837.00</b>	<b>153,848.51</b>			<b>153,848.51</b>	<b>39%</b>	<b>240,988.49</b>	<b>15,384.85</b>
	<b>Total Revised Contract</b>	<b>13,824,837.00</b>	<b>4,235,223.51</b>	<b>566,950.00</b>		<b>4,802,173.51</b>	<b>35%</b>	<b>8,822,663.49</b>	<b>480,217.35</b>







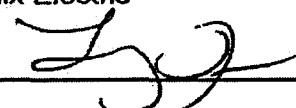
**CONDITIONAL WAIVER AND RELEASE  
UPON PROGRESS PAYMENT**

Property Name:	<u>Manhattan West</u>
Property Location:	<u>9255 W Russell Road Las Vegas, NV 89148</u>
Undersigned's Customer:	<u>APCO Construction</u>
inv./Pmt Application No:	<u>16713-010R2</u>
Payment Amount:	<u>\$510,255.00</u>

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 the 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 laborers, subcontractors, materialmen and suppliers for all work, materials or equipment that are the subject of the waiver and release.

Dated: July 18, 2008

By: Helix Electric  
  
Its: Larry Johns, Vice President



**Helix Electric**  
CONSTRUCTORS • ENGINEERS

**LETTER OF TRANSMITTAL**

DATE:	8/18/2008	JOB NO.	16713
RE:	Manhattan West		
PWP#:			

TO: Apco Construction  
3432 N. 5th Street  
North Las Vegas, Nv. 89032

ATTN: Attn: Shawn Bowne

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	7/18/2008		Payment Application Inv # 16713-010R2
1	7/18/2008		Conditional Release 7/31/2008

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

Received by: \_\_\_\_\_

PO#  
FX# (702) 450-8227

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

CONTINUATION SHEET

AIA DOCUMENT G703

Page 2 of 2

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: 16713-010R1  
APPLICATION DATE: 7/18/2008  
PERIOD TO: 7/31/2008  
ARCHITECT'S PROJECT NO:

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		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
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	ELECTRICAL ENGINEERING	165,000.00	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%	-	8,000.00
3	Office Trailer/Admin. 24 months	120,000.00	60,000.00	5,000.00	579	65,000.00	48%	65,000.00	5,600.00
4	Project Engineer, CAD, Project Assistant	78,000.00	55,875.00	4,000.00	734	59,875.00	60%	15,125.00	5,987.50
5	Electrical Permits	85,000.00	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	90,250.00	6,000.00	3,000 #93	96,250.00	80%	23,750.00	9,825.00
8	BUILDING #1-TYPE V (52 units)	-	-		13,000 #100	-	-	-	-
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	Underlab Branch Conduit & Wire	67,000.00	-			-	-	67,000.00	-
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	65,600.00	58,950.00			58,950.00	90%	6,650.00	5,895.00
24	Distribution Package	25,000.00	22,500.00			22,500.00	90%	2,500.00	2,250.00
25	Low Voltage Systems (FA, CCTV, CA, etc)	60,000.00	30,000.00	7,500.00	96	37,500.00	75%	12,500.00	3,750.00
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	265,000.00	242,500.00			242,500.00	85%	12,500.00	24,250.00
28	1st Floor Rough and Trim	25,000.00	17,500.00			17,500.00	70%	7,500.00	1,750.00
29	2nd Floor Rough and Trim	25,000.00	17,500.00			17,500.00	70%	7,500.00	1,750.00
30	3rd Floor Rough and Trim	25,000.00	17,500.00	17,500.00	102	17,500.00	70%	7,500.00	1,750.00
31	4th Floor Rough and Trim	25,000.00	-	5,000.00		5,000.00	20%	20,000.00	500.00
32	Roof Plan	2,500.00	-			-	-	2,500.00	-
33	BUILDING #3-TYPE II	-	-			-	-	-	-
34	Light Fixture Package	65,600.00	58,950.00			58,950.00	90%	6,650.00	5,895.00
35	Distribution Package	25,000.00	15,000.00	7,500.00	172	22,500.00	90%	2,500.00	2,250.00
36	Low Voltage Systems (FA, CCTV, CA, etc)	60,000.00	10,000.00	10,000.00	172	20,000.00	40%	30,000.00	2,000.00
37	2nd Sublevel Garage UG and Deck	200,000.00	180,000.00	10,000.00	174	190,000.00	95%	10,000.00	19,000.00
38	1st Sublevel Garage and Deck	265,000.00	229,500.00	13,000.00	175	242,500.00	95%	12,500.00	24,250.00
39	1st Floor Rough and Trim	25,000.00	-	5,000.00	176	2,500.00	10%	22,500.00	250.00
40	2nd Floor Rough and Trim	25,000.00	-	5,000.00	177	2,500.00	10%	22,500.00	250.00
41	3rd Floor Rough and Trim	25,000.00	-	5,000.00	178	2,500.00	10%	22,500.00	250.00
42	4th Floor Rough and Trim	25,000.00	-	5,000.00	179	5,000.00	20%	20,000.00	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	-

JA003683

HELIX00352

HELIX-TR-EX-501-345

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (O - G)	I RETAINAGE
			D FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
46	Distribution Package	70,000.00	-	-	-	-	70,000.00	-
47	Low Voltage Systems (FA, CCTV, CA, etc)	40,000.00	-	-	-	-	40,000.00	-
48	Underlab 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	55,000.00	-	-	-	-	55,000.00	-
51	1st Floor Device and Fixture Trim	10,000.00	-	-	-	-	10,000.00	-
52	2nd Floor Rough Walls/Ceilings	55,000.00	-	-	-	-	55,000.00	-
53	2nd Floor Device and Fixture Trim	10,000.00	-	-	-	-	10,000.00	-
54	3rd Floor Rough Walls/Ceilings	55,000.00	-	-	-	-	55,000.00	-
55	3rd Floor Device and Fixture Trim	10,000.00	-	-	-	-	10,000.00	-
56	4th Floor Rough Walls/Ceilings	55,000.00	-	-	-	-	55,000.00	-
57	4th Floor Device and Fixture Trim	10,000.00	-	-	-	-	10,000.00	-
58	BUILDING #5-TYPE I (76 units)	-	-	-	-	-	-	-
59	Light Fixture Package	105,000.00	-	-	-	-	105,000.00	-
60	Distribution Package	53,000.00	-	-	-	-	53,000.00	-
61	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	-	-	-	-	50,000.00	-
62	Underlab Branch Conduit & Wire	55,000.00	-	-	-	-	55,000.00	-
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	105,000.00	-	-	-	-	105,000.00	-
74	Distribution Package	53,000.00	-	-	-	-	53,000.00	-
75	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	-	-	-	-	50,000.00	-
76	Underlab Branch Conduit & Wire	55,000.00	-	-	-	-	55,000.00	-
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	48,250.00	44,000.00	419	92,250.00	48,750.00	9,225.00
88	Distribution Package	225,000.00	38,000.00	120,000.00	420	158,000.00	67,000.00	15,800.00
89	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	5,000.00	5,000.00	421	10,000.00	40,000.00	1,000.00
90	Generator	100,000.00	55,000.00	-	-	55,000.00	5,000.00	9,500.00
91	Underlab Branch Conduit & Wire	58,000.00	54,500.00	-	-	54,500.00	3,500.00	5,450.00
92	Garage & 1st floor deck-conduit/wire	330,000.00	313,500.00	-	-	313,500.00	18,500.00	31,350.00
93	1st Floor Rough Deck/Walls/Ceilings	55,500.00	47,750.00	-	-	47,750.00	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	55,500.00	47,750.00	28,000.00	427	76,750.00	15,750.00	7,875.00
96	2nd Floor Device and Fixture Trim	10,000.00	-	-	428	-	10,000.00	-
97	3rd Floor Rough Deck/Walls/Ceilings	55,500.00	38,200.00	38,550.00	-	76,750.00	18,750.00	7,875.00

HELIX00353

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			D FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD					
98	3rd Floor Device and Fixture Trim	10,000.00	-	-		-		10,000.00	-
99	4th Floor Rough Deck/Walls/Ceilings	95,500.00	28,200.00	28,850.00	431	66,850.00	70%	28,850.00	6,850.00
100	4th Floor Device and Fixture Trim	10,000.00	-	-		-		10,000.00	-
101	5th Floor Rough Deck/Walls/Ceilings	95,500.00	29,000.00	18,750.00	433	47,750.00	50%	47,750.00	4,775.00
102	5th Floor Device and Fixture Trim	10,000.00	-	-		-		10,000.00	-
103	6th Floor Rough Deck/Walls/Ceilings	95,500.00	28,000.00	18,750.00	435	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	29,000.00	18,750.00	437	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	-		29,000.00	30%	66,500.00	2,900.00
108	8th Floor Device and Fixture Trim	10,000.00	-	-		-		10,000.00	-
109	9th Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00	8,000.00	441	29,000.00	30%	66,500.00	2,900.00
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	39,500.00	45,000.00	584	84,500.00	80%	21,500.00	8,450.00
113	Distribution Package	83,000.00	70,500.00	8,000.00	585	78,500.00	95%	4,500.00	7,850.00
114	Low Voltage Systems (FA, CCTV, CA, etc)	80,000.00	25,000.00	10,000.00	586	35,000.00	70%	15,000.00	3,500.00
115	Underlab Branch Conduit & Wire	85,000.00	78,500.00	-		78,500.00	90%	8,500.00	7,850.00
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	67,750.00	3,500.00	589	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	67,750.00	3,500.00	591	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	-		67,750.00	90%	7,250.00	6,775.00
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	-		67,750.00	90%	7,250.00	6,775.00
124	4th Floor Device and Fixture Trim	10,000.00	-	-		-		10,000.00	-
125	BUILDING #9-TYPE I (76 units)								
126	Light Fixture Package	108,000.00	39,500.00	45,000.00	738	84,500.00	80%	21,500.00	8,450.00
127	Distribution Package	83,000.00	75,000.00	4,000.00	739	79,000.00	95%	4,000.00	7,900.00
128	Low Voltage Systems (FA, CCTV, CA, etc)	80,000.00	25,000.00	10,000.00	740	35,000.00	70%	15,000.00	3,500.00
129	Underlab Branch Conduit & Wire	85,000.00	78,500.00	-		78,500.00	90%	6,500.00	7,850.00
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	67,750.00	3,600.00	743	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	67,750.00	3,500.00	745	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	-		67,750.00	90%	7,250.00	6,775.00
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	-		67,750.00	90%	7,250.00	6,775.00
138	4th Floor Device and Fixture Trim	10,000.00	-	-		-		10,000.00	-
139	BUILDING #10-TYPE I (76 units)								
140	Light Fixture Package	108,000.00	-	-		-		108,000.00	-
141	Distribution Package	83,000.00	-	-		-		83,000.00	-
142	Low Voltage Systems (FA, CCTV, CA, etc)	80,000.00	-	-		-		80,000.00	-
143	Underlab 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	-

HELIX00354

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
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	Under slab 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	88,000.00	-	-	-	-	-	88,000.00	-
169	Distribution Package	77,500.00	-	-	-	-	-	77,500.00	-
170	Low Voltage Systems (FA, CCTV, CA, etc)	45,000.00	-	-	-	-	-	45,000.00	-
171	Under slab Branch Conduit & Wire	78,000.00	-	-	-	-	-	78,000.00	-
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	8,000.00	-	-	-	-	-	8,000.00	-
185	Furnish Parking Lot Pole Lighting	64,000.00	-	-	-	-	-	64,000.00	-
186									
187									
188									
189									
190									
191									
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196									
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201									
202									
203									
204									
205									
206									
	Original Contract Totals	13,230,000.00	4,081,375.00	566,950.00		4,628,325.00	35%	8,801,875.00	462,892.50



**Helix Electric**  
CONSTRUCTORS • ENGINEERS

## LETTER OF TRANSMITTAL

DATE:	7/21/2008	JOB NO.	16713
RE:	Manhattan West		
PWP#:			

TO: Apco Construction  
3432 N. 5th Street  
North Las Vegas, Nv. 89032

ATTN: Attn: Shawn Bowne

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	7/18/2008		Payment Application Inv # 16713-010
1	7/18/2008		Conditional Release 7/31/2008

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

Received by: *E. Lopez*  
Printed Name: E Lopez  
Date: 7/21/08





**Helix Electric**  
CONSTRUCTORS • ENGINEERS

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

INVOICE # 16713-010  
CUSTOMER # 1611

JOB # 16713  
FILE # 1  
OTHER \_\_\_\_\_

INVOICE DATE: 18-Jul-08  
PERIOD THRU: 7/31/2008  
OUR JOB NO.: 16713  
JOB NAME: Manhattan West

YOUR JOB NO.:

ORIGINAL CONTRACT		13,230,000.00
CHANGE ORDER THROUGH #		112,346.00
CONTRACT AMOUNT TO DATE		13,342,346.00
GROSS BILLING	35%	4,715,955.00
PREVIOUSLY BILLED		4,147,883.00
GROSS CURRENT PERIOD		568,072.00
RETENTION	10%	56,807.20
NET AMOUNT DUE THIS PERIOD		511,264.80
OUTSTANDING FROM PRIOR PERIOD	Inv #16713-008R1	268,672.50
	Inv #16713-009R1	147,037.50
TOTAL AMOUNT DUE		926,975

Payment to B&P code section 7101.5 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

HELIX00357

HELIX-TR-EX-501-350

JA003688

**IN THE SUPREME COURT OF THE STATE OF NEVADA**

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**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.

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**JOINT APPENDIX**  
**VOLUME 60**

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*Attorneys for Respondent*

**CHRONOLOGICAL APPENDIX OF EXHIBITS**

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
06-24-09	<b>Helix Electric’s Statement of Facts Constituting Lien and Third-Party Complaint</b>	<b>JA000001- JA000015</b>	<b>1</b>
<b>08-05-09</b>	<b>APCO’s Answer to Helix’s Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint</b>	<b>JA000016 – JA000030</b>	<b>1</b>
<b>04-26-10</b>	<b>CAMCO and Fidelity’s Answer and CAMCO’s Counterclaim</b>	<b>JA000031- JA000041</b>	<b>1</b>
<b>07-02-10</b>	<b>Order Striking Defendant Gemstone Development West, Inc.’s Answer and Counterclaim and Entering Default</b>	<b>JA000042- JA000043</b>	<b>1</b>
<b>06-06-13</b>	<b>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</b>	<b>JA000044- JA000054</b>	<b>1</b>
	Exhibit 1 – Affidavit of Randy Nickerl in Support of (1) APCO’s Limited Motion to Lift Sta for Purposes of this Motion Only; (2) APCO’s Motion for Judgment Against Gemstone Only	<b>JA000055- JA000316</b>	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	<b>JA000317- JA000326</b>	<b>6</b>

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
06-13-13	<b>Docket Entry and Minute Order Granting APCO's Motion for Summary Judgment Against Gemstone</b>	JA000327	6
08-02-17	<b>Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements and <i>Ex Parte</i> Application for Order Shortening Time</b>	JA000328- JA000342	6
	Exhibit 1 – APCO Construction's Answers to Helix Electric of Nevada, LLC's First Request for Interrogatories	JA000343- JA000379	6
	Exhibit 2 – Camco Pacific Construction Company, Inc.'s Responses to Helix Electric of Nevada, LLC's Interrogatories	JA000380- JA000392	6
08-21-17	<b>APCO Construction's Opposition to Peel Brimley Lien Claimants' Partial Motion for Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements</b>	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	<b>Peel Brimley Lien Claimants' Reply to Oppositions to Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements</b>	JA000413- JA000418	7
11-06-17	<b>Peel Brimley Lien Claimants' Motion in Limine Nos. 1-6</b>	JA000419- JA000428	7

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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Exhibit 3 - Excerpts from Brian Benson Deposition Transcript taken June 5, 2017	JA000559 JA000574	9
	Exhibit 4 – Excerpts from Mary Jo Allen’s Deposition Transcript taken July 18, 2017	JA000575- JA000589	9
<b>11-06-17</b>	<b>APCO Construction, Inc.’s Omnibus Motion <i>in Limine</i></b>	<b>JA000590 JA000614</b>	<b>9</b>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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
<b>11-14-17</b>	<b>Camco Pacific Construction Company, Inc.’s Opposition to Lien Claimants’ Motions in Limine Nos. 1-6</b>	<b>JA000898- JA000905</b>	<b>12</b>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
<b>11-14-17</b>	<b>APCO Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC's Motions in <i>Limine</i> Nos. 1-4</b>	<b>JA000929- JA000940</b>	<b>13/14</b>
	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
<b>11-14-17</b>	<b>Helix Electric of Nevada's Opposition to APCO Construction's Omnibus Motion in <i>Limine</i></b>	<b>JA000994- JA001008</b>	<b>20</b>
	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
<b>11-15-17</b>	<b>APCO Construction, Inc.'s Reply in Support of its Omnibus Motion in <i>Limine</i></b>	<b>JA001133 JA001148</b>	<b>21</b>



<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Exhibit 1 – Special Master Report Regarding Discovery Status	JA001149- JA001151	21
	Exhibit 2 – Notice of Taking NRCB Rule 30(b)(6) Deposition of the Person Most Knowledgeable for Zitting Brothers Construction, Inc.	JA001152- JA001160	21
<b>12-29-17</b>	<b>Notice of Entry of Order Granting Peel Brimley Lien Claimants’ Motion in Limine 1-6</b>	<b>JA001161- JA001169</b>	<b>22</b>
<b>12-29-17</b>	<b>Notice of Entry of Order Granting in Part and Denying in Part Helix Electric of Nevada, LLC’s Motion in Limine 1-4</b>	<b>JA001170- JA001177</b>	<b>22</b>
<b>12-29-17</b>	<b>Notice of Entry of Order Granting in Part and Denying in Part APCO Construction’s Omnibus Motion in Limine</b>	<b>JA001178- JA001186</b>	<b>22</b>
<b>01-03-18</b>	<b>Notice of Entry of Order Granting Peel Brimley Lien Claimants’ Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements</b>	<b>JA001187- JA001198</b>	<b>22</b>
<b>01-04-18</b>	<b>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</b>	<b>JA001199- JA001217</b>	<b>22</b>
	Exhibit 1 – Subcontract Agreement (Helix Electric of Nevada, LLC)	JA001218- JA001245	22/23/24
	Exhibit 2 – Subcontract Agreement (Zitting Brothers)	JA001246- JA001263	24

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Exhibit 3 – Subcontract Agreement (CabineTec)	JA001264- JA001281	24/25
	Exhibit 4 – Amended Notice of Lien	JA001282- JA001297	25
	Exhibit 5 - Amended NOL	JA001298- JA001309	25
	Exhibit 6 – Notice of Lien	JA001310- JA001313	25
	Exhibit 7 – Order Approving Sale of Property	JA001314- JA001376	25/26
	Exhibit 8 – Order Releasing Sale Proceeds from Court Controlled Escrow Account	JA001377- JA001380	26
	Exhibit 9 – Order Denying <i>En Banc</i> Reconsideration	JA001381- JA001385	26
	Exhibit 10 – Order Granting Peel Brimley Lien Claimants’ Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA001386- JA001392	26
	Exhibit 11 – Notice of Entry of Findings of Fact and Conclusions of Law and Judgment	JA001393- JA001430	26
	Exhibit 12 – Order Big D Construction Corp.’s Motion for Attorney’s Fees, Costs and Interest Pursuant to Judgment	JA001431- JA001435	26
	Exhibit 13 – Appellant’s Opening Brief (Padilla v. Big D)	JA001436- JA001469	26
	Exhibit 14 – Respondent’s Answering Brief	JA001470- JA001516	26/27
	Exhibit 15 – Appellant’s Reply Brief (Padilla v. Big D)	JA001517- JA001551	27
<b>01-09-18</b>	<b>Peel Brimley Lien Claimants’ Opposition to APCO Construction’s Motion for Reconsideration of Order</b>	<b>JA001552- JA001560</b>	<b>27</b>

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	<b>Granting Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements</b>		
<b>01-10-18</b>	<b>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</b>	<b>JA001561- JA001573</b>	<b>27</b>
<b>01-12-18</b>	<b>Joint Pre-Trial Memorandum [for APCO Construction, Inc., the Peel Brimley Lien Claimants and National Wood Products, LLC ONLY]</b>	<b>JA001574- JA001594</b>	<b>27/28</b>
	Exhibit 1 – Exhibit List APCO	JA001595- JA001614	28
	Exhibit 2 – Helix Trial Exhibits	JA001615- JA001616	28
	Exhibit 3 – Exhibit List Plaintiff in Intervention National Wood Products, Inc.	JA001617- JA001635	28
	Exhibit 4 – Cactus Rose Trial Exhibits	JA001636- JA001637	28
	Exhibit 5 – Heinaman Trial Exhibits	JA001638- JA001639	28
	Exhibit 6 – Fast Glass Trial Exhibits	JA001640- JA001641	28
	Exhibit 7 – SWPPP Trial Exhibits	JA001642- JA001643	28
	Exhibit 8 - Order Granting in Part and Denying in Part APCO Construction's Omnibus Motion <i>in Limine</i>	JA001644- JA001647	28

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Exhibit 9 - Amended <i>nunc pro tunc</i> order regarding APCO Construction, Inc.'s Omnibus Motion <i>in Limine</i> No. 7	JA001648- JA001650	28
	Exhibit 10 - Order Granting in Part and Denying in part Helix Electric of Nevada, LLC's Motions <i>in Limine</i> 1-4 (Against APCO Construction)	JA001651- JA001653	28
	Exhibit 11 - order granting Peel Brimley Lien Claimants' Motion in Limine Nos.1-6 (against Camco Pacific Construction, Inc.)	JA001654- JA001657	28
	Exhibit 12 - Order Granting Plaintiff in Intervention, National Wood Products, Inc.'s Motion <i>in Limine</i>	JA001658- JA001660	28
	Exhibit 13 - Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA001661- JA00167	28/9/29
<b>01-17-18</b>	<b>Transcript Bench Trial (Day 1)<sup>1</sup></b>	<b>JA001668- JA001802</b>	<b>29/30</b>
	Trial Exhibit 1 - Grading Agreement ( <i>Admitted</i> )	JA001803- JA001825	30
	Trial Exhibit 2 – APCO/Gemstone General Construction Agreement ( <i>Admitted</i> )	JA001826- JA001868	30
	Trial Exhibit 3 - Nevada Construction Services /Gemstone Cost Plus/GMP Contract Disbursement Agreement ( <i>Admitted</i> )	JA001869- JA001884	30

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<sup>1</sup> Filed January 31, 2018

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 4 - APCO Pay Application No. 9 Submitted to Gemstone ( <i>Admitted</i> )	JA001885- JA001974	30/31/32
	Trial Exhibit 5 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work ( <i>Admitted</i> )	JA001975- JA001978	32
	Trial Exhibit 6 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work ( <i>Admitted</i> )	JA001979- JA001980	32
	Trial Exhibit 10 - Letter from J. Barker to A. Edelstein Re: Notice of Intent to Stop Work (Second Notice) ( <i>Admitted</i> )	JA001981- JA001987	32
	Trial Exhibit 13 - Letter from A. Edelstein to Re. Nickerl Re: Termination for Cause (Gemstone) ( <i>Admitted</i> )	JA001988- JA002001	32
	Trial Exhibit 14 - Letter from W. Gochmour to Sean Thueson Re: [APCO's] Response to [Gemstone's] Termination for Cause ( <i>Admitted</i> )	JA002002- JA002010	33
	Trial Exhibit 15 - Letter from R. Nickerl to A. Edelstein Re: 48-Hour Notices ( <i>Admitted</i> )	JA002011- JA002013	33
	Trial Exhibit 16 - Email from J. Horning to A. Berman and J. Olivares re: Joint Checks ( <i>Admitted</i> )	JA002014	33
	Trial Exhibit 23 - APCO Subcontractor Notice of Stopping Work and Letter from J. Barker to A. Edelstein Re: Notice of Stopping Work and Notice of Intent to Terminate Contract ( <i>Admitted</i> )	JA002015- JA002016	33

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 24 - Letter from R. Nickerl to Clark County re: Notification of APCO's withdrawal as General Contractor of Record ( <i>Admitted</i> )	JA002017- JA002023	33
	Trial Exhibit 26 - Email from J. Gisondo to Subcontractors re: June checks ( <i>Admitted</i> )	JA002024	34
	Trial Exhibit 27 - Letter from A. Edelstein to R. Nickerl re: June Progress Payment ( <i>Admitted</i> )	JA002025- JA002080	34
	Trial Exhibit 28 - Letter from J. Barker to A. Edelstein Re: Termination of Agreement for GMP ( <i>Admitted</i> )	JA002081	34
	Trial Exhibit 31 - Transmission of APCO's Pay Application No. 11 as Submitted to Owner ( <i>Admitted</i> )	JA002082- JA002120	34/35
	Trial Exhibit 45 - Subcontractor Agreement ( <i>Admitted</i> )	JA002121- JA002146	35
	Trial Exhibit 162 - Amended and Restated General Construction Agreement between Gemstone and CAMCO ( <i>Admitted</i> )	JA002147- JA002176	35/36
	Trial Exhibit 212 - Letter from Edelstein to R. Nickerl re: NRS 624 Notice ( <i>Admitted</i> )	JA002177- JA002181	36
	Trial Exhibit 215 - Email from C. Colligan to Subcontractors re: 48-hour Termination Notice ( <i>Admitted</i> )	JA002182- JA002185	36
	Trial Exhibit 216 - Email from C. Colligan re: Meeting with Subcontractors ( <i>Admitted</i> )	JA002186- JA002188	36
	Trial Exhibit 506 – Email and Contract Revisions ( <i>Admitted</i> )	JA002189 – JA002198	36

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>	
01-18-18	<b>Stipulation and Order Regarding Trial Exhibit Admitted into Evidence</b>	<b>JA002199- JA002201</b>	<b>36</b>	
	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	
	<b>APCO TRIAL EXHIBITS:</b>			
	<b>APCO Related Exhibits:</b>			
	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		

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	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



<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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
	<b>HELIX Related Exhibits:</b>		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

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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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
	<b>Zitting Brothers Related Exhibits:</b>		
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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
	<b>National Wood Products Related Exhibits:</b>		
	Trial Exhibit 160 - Documents provided for settlement	JA002599- JA002612	46
	<b>CAMCO Related Exhibits:</b>		
	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
	<b>Helix Related Exhibits:</b>		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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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
	<b>National Wood/Cabinetec Related Exhibits:</b>		
	Trial Exhibit 184 - Ratification and Amendment of Subcontract Agreement between CabineTec and Camco (fully executed copy)	JA002798- JA002825	49
	<b>General Related Exhibits:</b>		
	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
	<b>Helix Trial Exhibits:</b>		
	Trial Exhibit 501 - Payment Summary	JA003339 – JA003732	55/56/57 /58/59/60
	Trial Exhibit 508 – Helix Pay Application	JA003733- JA003813	60/61

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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
<b>01-19-18</b>	<b>Order Denying APCO Construction's Motion for Reconsideration of Order Granting Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements</b>	<b>JA005282- JA005283</b>	<b>78</b>
<b>01-18-18</b>	<b>Transcript – Bench Trial (Day 2)<sup>2</sup></b>	JA005284- JA005370	78
	Trial Exhibit 535 – Deposition Transcript of Andrew Rivera (Exhibit 99) ( <i>Admitted</i> )	JA005371- JA005623	78/79/80
<b>01-19-18</b>	<b>Transcript – Bench Trial (Day 3)<sup>3</sup></b>	JA005624- JA005785	80
	Trial Exhibit 231 – Helix Electric's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint ( <i>Admitted</i> )	JA005786- JA005801	80
	Trial Exhibit 314 - Declaration of Victor Fuchs in support of Helix's Motion for Partial Summary Judgment against Gemstone ( <i>Admitted</i> )	JA005802- JA005804	80

<sup>2</sup> Filed January 31, 201879

<sup>3</sup> Filed January 31, 2018



<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 320 – June-August Billings—not paid to APCO ( <i>Admitted</i> )	JA005805	80
	Trial Exhibit 321 – Overpayments to Cabinetec ( <i>Admitted</i> )	JA005806-	80
	Trial Exhibit 536 – Lien math calculations (handwritten) ( <i>Admitted</i> )	JA005807- JA005808	80
	Trial Exhibit 804 – Camco Correspondence ( <i>Admitted</i> )	JA005809- JA005816	80
	Trial Exhibit 3176 – APCO Notice of Lien ( <i>Admitted</i> )	JA005817- JA005819	81
<b>01-24-18</b>	<b>Transcript – Bench Trial (Day 5)<sup>4</sup></b>	<b>JA005820- JA005952</b>	81
<b>03-08-18</b>	<b>Letter to Judge Denton submitting Helix Electric of Nevada, LLC’s (Proposed) Findings of Fact and Conclusions of Law</b>	<b>JA005953- JA005985</b>	<b>81</b>
<b>03-08-18</b>	<b>Letter to Judge Denton submitting APCO Construction, Inc.’s Proposed Findings of Fact and Conclusions of Law</b>	<b>JA005986- JA006058</b>	<b>8/821</b>
<b>03-08-18</b>	<b>APCO Construction Inc.’s Post-Trial Brief</b>	<b>JA006059- JA006124</b>	<b>82/83</b>
<b>03-23-18</b>	<b>APCO Opposition to Helix Electric of Nevada, LLC’s Findings of Fact and Conclusions of Law</b>	<b>JA006125- JA006172</b>	<b>83/84</b>
<b>03-23-18</b>	<b>Helix Electric of Nevada, LLC’s Responses to APCO Construction’s Post-Trial Brief</b>	<b>JA006173- JA006193</b>	<b>84</b>
<b>04-25-18</b>	<b>Findings of Fact and Conclusions of Law and Order as the Claims of Helix Electric and Cabinetec Against APCO</b>	<b>JA006194- JA006264</b>	<b>84/85</b>

<sup>4</sup> Filed January 31, 201883

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
<b>05-08-18</b>	<b>APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.</b>	<b>JA006265- JA006284</b>	<b>85</b>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Exhibit 7B – Time Recap	JA006443- JA006474	88
	Exhibit 8 – Declaration of Cody S. Munteer, 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
<b>05-08-18</b>	<b>Helix Electric of Nevada, LLC’s Motion to Retax Costs Re: Defendant APCO Construction’s Memorandum of Costs and Disbursements</b>	<b>JA006509- JA006521</b>	<b>89</b>
<b>05-31-18</b>	<b>Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC Against Camco Construction, Co., Inc.]</b>	<b>JA006522 JA006540</b>	<b>89</b>
<b>06-01-18</b>	<b>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.]</b>	<b>JA006541 JA006550</b>	<b>90</b>
<b>06-01-18</b>	<b>Helix Electric of Nevada, LLC’s Motion for Attorneys’ Fees, Interest and Costs</b>	<b>JA006551- JA006563</b>	<b>90</b>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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
<b>06-15-18</b>	<b>APCO Construction, Inc.’s Opposition to Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.’s Motions to Retax Costs</b>	<b>JA006615- JA006637</b>	<b>90/91</b>
	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
<b>06-15-18</b>	<b>Helix Electric of Nevada, LLC’s Opposition to APCO Construction’s Motion for Attorneys’ Fees and Costs</b>	<b>JA006917 – JA006942</b>	<b>96</b>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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 <i>En Banc</i> 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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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 <i>in Limine</i>	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
<b>06-15-18</b>	<b>Plaintiff in Intervention National Wood Products, Inc.’s Opposition to APCO Construction’s Motion for Attorneys’ Fees and Costs</b>	<b>JA007095- JA007120</b>	<b>97/98</b>
<b>06-15-18</b>	<b>Declaration of S. Judy Hirahara in support of National Woods’s Opposition to APCO Construction’s Motion for Attorneys’ Fees and Costs</b>	<b>JA007121- JA007189</b>	<b>98</b>
<b>06-18-18</b>	<b>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</b>	<b>JA007190- JA007192</b>	<b>99</b>
<b>06-21-18</b>	<b>Helix Electric of Nevada, LLC’s Notice of Non-Opposition to its Motion for Attorney’s Fees, Interest and Costs</b>	<b>JA007193- JA007197</b>	<b>99</b>
<b>06-29-18</b>	<b>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.</b>	<b>JA007198- JA007220</b>	<b>99</b>
	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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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



<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
<b>08-06-19</b>	<b>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</b>	<b>JA007316- JA007331</b>	<b>101</b>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
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	Exhibit 6 – Order Dismissing Appeal in Part (Case No. 76276)	JA007518- JA007519	103
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	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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<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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
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	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 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



<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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
<b>08-29-19</b>	<b>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)</b>	<b>JA009117- JA009123</b>	<b>119</b>

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	<b>Dismiss All Unresolved Claims and/or (III) In The Alternative for a Rule 54(B) Certification as to Helix and APCO</b>		
<b>01-03-20</b>	<b>Notice of Entry of Order Granting Helix Electric of Nevada, LLC's Motion for Rule 54(b) Certification</b>	<b>JA009124- JA009131</b>	<b>119</b>
<b>01-29-20</b>	<b>Notice of Appeal</b>	<b>JA009132- JA009136</b>	<b>119/120</b>
	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
<b>02-11-20</b>	<b>Case Appeal Statement</b>	<b>JA009157- JA009163</b>	120
<b>02-11-20</b>	<b>APCO's Notice of Cross Appeal</b>	<b>JA009164- JA010310</b>	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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**

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
<b>08-05-09</b>	<b>APCO’s Answer to Helix’s Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint</b>	<b>JA000016 – JA000030</b>	<b>1</b>
<b>05-08-18</b>	<b>APCO Construction, Inc.’s Motion for Attorneys’ Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.</b>	<b>JA006265- JA006284</b>	<b>85</b>
	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. Mounter, 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
<b>06-06-13</b>	<b>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</b>	<b>JA000044- JA000054</b>	<b>1</b>
	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
<b>02-11-20</b>	<b>APCO’s Notice of Cross Appeal</b>	<b>JA009164- JA010310</b>	<b>120</b>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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
<b>11-06-17</b>	<b>APCO Construction, Inc.'s Omnibus Motion in Limine</b>	<b>JA000590</b> <b>JA000614</b>	<b>9</b>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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
<b>03-23-18</b>	<b>APCO Opposition to Helix Electric of Nevada, LLC’s Findings of Fact and Conclusions of Law</b>	<b>JA006125- JA006172</b>	<b>83/84</b>
<b>08-16-19</b>	<b>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</b>	<b>JA008811- JA008821</b>	<b>114</b>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Pacific Construction Company, Inc.'s Counterclaim		
	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



<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
<b>06-15-18</b>	<b>APCO Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.'s Motions to Retax Costs</b>	<b>JA006615- JA006637</b>	<b>90/91</b>
	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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	Exhibit 3 – Excerpts from the Deposition Transcript of Andrew Rivera taken July 20, 2017	JA000970- JA000993	17/18/19
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	Exhibit 6C – Zitting Brothers Construction, Inc.’s Response to Special Master Questionnaire	JA006985- JA006993	96/97
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<b>03-23-18</b>	<b>Helix Electric of Nevada, LLC's Responses to APCO Construction's Post-Trial Brief</b>	<b>JA006173- JA006193</b>	<b>84</b>
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<b>01-12-18</b>	<b>Joint Pre-Trial Memorandum [for APCO Construction, Inc., the Peel Brimley Lien Claimants and National Wood Products, LLC ONLY]</b>	<b>JA001574- JA001594</b>	<b>27/28</b>
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	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
<b>03-08-18</b>	<b>Letter to Judge Denton submitting APCO Construction, Inc.'s Proposed Findings of Fact and Conclusions of Law</b>	<b>JA005986- JA006058</b>	<b>8/821</b>
<b>03-08-18</b>	<b>Letter to Judge Denton submitting Helix Electric of Nevada, LLC's (Proposed) Findings of Fact and Conclusions of Law</b>	<b>JA005953- JA005985</b>	<b>81</b>
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<b>09-28-18</b>	<b>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</b>	<b>JA007281- JA007299</b>	<b>100</b>
<b>12-29-17</b>	<b>Notice of Entry of Order Granting in Part and Denying in Part APCO Construction's Omnibus Motion <i>in Limine</i></b>	<b>JA001178- JA001186</b>	<b>22</b>
<b>07-02-18</b>	<b>Notice of Entry of Order Granting Helix Electric of Nevada, LLC's Motion for Attorneys' Fees, Interest and Costs</b>	<b>JA007238- JA007245</b>	<b>100</b>
<b>01-03-20</b>	<b>Notice of Entry of Order Granting Helix Electric of Nevada, LLC's Motion for Rule 54(b) Certification</b>	<b>JA009124- JA009131</b>	<b>119</b>



<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
01-03-18	Notice of Entry of Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA001187- JA001198	22
12-29-17	Notice of Entry of Order Granting in Part and Denying in Part Helix Electric of Nevada, LLC's Motion <i>in Limine</i> 1-4	JA001170- JA001177	22
12-29-17	Notice of Entry of Order Granting Peel Brimley Lien Claimants' Motion <i>in Limine</i> 1-6	JA001161- JA001169	22
01-19-18	Order Denying APCO Construction's Motion for Reconsideration of Order Granting Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA005282- JA005283	78
07-12-19	Order Dismissing Appeal (Case No. 76276)	JA007332- JA007334	101
07-02-10	Order Striking Defendant Gemstone Development West, Inc.'s Answer and Counterclaim and Entering Default	JA000042- JA000043	1
08-02-17	Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements and <i>Ex Parte</i> Application for Order Shortening Time	JA000328- JA000342	6
	Exhibit 1 – APCO Construction's Answers to Helix Electric of Nevada, LLC's First Request for Interrogatories	JA000343- JA000379	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 <i>in Limine</i> Nos. 1-6	JA000419- JA000428	7
	Exhibit 1 – Notice of Entry of Order	JA000429	7

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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	to APCO Construction's Motion for Attorneys' Fees and Costs		
06-15-18	Plaintiff in Intervention National Wood Products, Inc.'s Opposition to APCO Construction's Motion for Attorneys' Fees and Costs	JA007095- JA007120	97/98
07-19-18	Plaintiff-in-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
	<b>APCO TRIAL EXHIBITS:</b>		
	<b>APCO Related Exhibits:</b>		
	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

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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibits 37 and 131 -Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002317- JA002318	40
	Trial Exhibits 38 and 132 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002319- JA002320	41
	Trial Exhibit 39 -Email from K. Costen to Subcontractors informing that Manhattan West Project no longer open	JA002321- JA002322	41
	Trial Exhibit 40- Letter from D. Parry to Subcontractors Re: Funding Withdrawn	JA002323 JA002326	41
	<b>HELIX Related Exhibits:</b>		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

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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 68 -Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002437- JA002438	43
	Trial Exhibit 69 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002439- JA002440	43
	Trial Exhibit 70 - Photo re: Building 8 & 9, South (No exterior fixtures installed. Helix billed out 90%)	JA002441- JA002442	43
	Trial Exhibit 71 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002443- JA002444	43
	Trial Exhibit 72 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002445- JA002446	43
	Trial Exhibit 73 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002447- JA002448	43
	Trial Exhibit 74 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002448- JA002449	43
	Trial Exhibit 75 - Unconditional Release re: Pay Application No. 16713-011R1 with Proof of Payment	JA002450- JA002456	43
	Exhibit 77 - Helix Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA002457- JA002494	43
	<b>Zitting Brothers Related Exhibits:</b>		
	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

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



<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 120 - Tri-City Drywall Pay Application No. 7 to APCO as submitted to Owner. Show percentage complete for Zitting	JA002572- JA002575	44/45
	Trial Exhibit 127 - Photo of Video (Construction Project)	JA002576- JA002577	45/46
	Trial Exhibit 128 - Photo of Video (Construction Project)	JA002578- JA002579	46
	Trial Exhibit 129 - Photo of Video (Construction Project)	JA002580- JA002581	46
	Trial Exhibit 138 - Memo from Scott Financial to Nevada State Contractors Board Re: Explanation of Project Payment Process	JA002582- JA002591	46
	Trial Exhibit 152 -Terms & Conditions modified by APCO, Invoices and Check Payment	JA002592- JA002598	46
	<b>National Wood Products Related Exhibits:</b>		
	Trial Exhibit 160 - Documents provided for settlement	JA002599- JA002612	46
	<b>CAMCO Related Exhibits:</b>		
	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
	<b>Helix Related Exhibits:</b>		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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 171 - Work Order No. 100	JA002714- JA002718	48
	Trial Exhibit 172 - Letter from J. Griffith to Victor Fuchs Re: Gemstone's intention to continue retention of Helix w/copy of Ratification and Amendment of Subcontract Agreement	JA002719- JA002730	48
	Trial Exhibit 173 - Helix Pay Application No. 16713-012 to Camco with proof of payment	JA002731- JA002745	48
	Trial Exhibit 174 - Helix Change Order Request No. 28	JA002746- JA002747	48
	Trial Exhibit 175 - Change Notice No. 41	JA002748- JA002751	48
	Trial Exhibit 176 - Helix Pay Application No. 16713-013 to Camco	JA002752- JA002771	48/49
	Trial Exhibit 177 - Helix Pay Application No. 16713-014 to Camco	JA002772- JA002782	49
	Trial Exhibit 178 - Camco's letter to Helix rejecting Pay Application No. 16713-015 with attached copy of Pay Application	JA002783 JA002797	49
	<b>National Wood/Cabinetec Related Exhibits:</b>		
	Trial Exhibit 184 - Ratification and Amendment of Subcontract Agreement between CabineTec and Camco (fully executed copy)	JA002798- JA002825	49
	<b>General Related Exhibits:</b>		
	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
	<b>Helix Trial Exhibits:</b>		

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

<sup>5</sup> Filed January 31, 2018

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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 162 - Amended and Restated General Construction Agreement between Gemstone and CAMCO ( <i>Admitted</i> )	JA002147- JA002176	35/36
	Trial Exhibit 212 - Letter from Edelstein to R. Nickerl re: NRS 624 Notice ( <i>Admitted</i> )	JA002177- JA002181	36
	Trial Exhibit 215 - Email from C. Colligan to Subcontractors re: 48-hour Termination Notice ( <i>Admitted</i> )	JA002182- JA002185	36
	Trial Exhibit 216 - Email from C. Colligan re: Meeting with Subcontractors ( <i>Admitted</i> )	JA002186- JA002188	36
	Trial Exhibit 506 – Email and Contract Revisions ( <i>Admitted</i> )	JA002189 – JA002198	36
<b>01-18-18</b>	<b>Transcript – Bench Trial (Day 2)<sup>6</sup></b>	JA005284- JA005370	78
	Trial Exhibit 535 – Deposition Transcript of Andrew Rivera (Exhibit 99) ( <i>Admitted</i> )	JA005371- JA005623	78/79/80
<b>01-19-18</b>	<b>Transcript – Bench Trial (Day 3)<sup>7</sup></b>	JA005624- JA005785	80
	Trial Exhibit 231 – Helix Electric’s Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint ( <i>Admitted</i> )	JA005786- JA005801	80
	Trial Exhibit 314 - Declaration of Victor Fuchs in support of Helix’s Motion for Partial Summary Judgment against Gemstone ( <i>Admitted</i> )	JA005802- JA005804	80
	Trial Exhibit 320 – June-August Billings—not paid to APCO ( <i>Admitted</i> )	JA005805	80
	Trial Exhibit 321 – Overpayments to Cabinetec ( <i>Admitted</i> )	JA005806-	80

<sup>6</sup> Filed January 31, 201879

<sup>7</sup> Filed January 31, 2018

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

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<sup>8</sup> Filed January 31, 2018

# APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

Page 1 of 2

TO (Owner): *Apco Construction*  
 3432 N. 5th Street  
 North Las Vegas, Nv. 89032  
 Attn: Shawn Bowne

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

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

VIA (ARCHITECT):

APPLICATION NUMBER: 16713-010  
 PERIOD TO: 7/31/2008  
 PROJECT NOS  
 CONTRACT DATE:

Distribution to:

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	

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	112,346.00
3. CONTRACT SUM TO DATE (Line 1+2)	\$ 13,342,346.00
4. TOTAL COMPLETED & STORED TO DATE	\$ 4,715,955.00
(Column G on G703)	
5. RETAINAGE:	
a. 10% of Completed Work	\$ 471,595.50
(Column D + E on G703)	
b. 10% of Stored Material	\$ -
(Column F on G703)	
Total Retainage (Line 5a + 5b or	
Total in Column I of G703)	\$ 471,595.50
6. TOTAL EARNED LESS RETAINAGE	\$ 4,244,359.50
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 3,733,094.70
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$ 511,264.80
9. BALANCE TO FINISH, PLUS RETAINAGE	\$ 9,097,986.50
(Line 3 less Line 6)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total Approved this Month		
TOTALS	-	-
NET CHANGES by Change Order	112,346.00	

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: *Robert D Johnson*  
 By: \_\_\_\_\_ Date: 7/18/08  
 Robert D Johnson, Vice President

State Of: NEVADA  
 County Of: CLARK  
 Subscribed and sworn to before me this 18th day of July, 2008

*Edna K Bennett*  
 Notary Public:  
 My Commission expires: 1/9/2010



## 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..... \$511,264.80

(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.

HELIX00358

CONTINUATION SHEET

AIA DOCUMENT G703

Page 2 of 2

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: 16713-010  
 APPLICATION DATE: 7/18/2008  
 PERIOD TO: 7/31/2008  
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
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%	-	8,000.00
3	Office Trailer/Admin. 24 months	120,000.00	50,000.00	5,000.00		55,000.00	46%	65,000.00	5,500.00
4	Project Engineer, CAD, Project Assistant	75,000.00	55,875.00	4,000.00		59,875.00	80%	15,125.00	5,987.50
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	90,250.00	8,000.00		98,250.00	80%	23,750.00	9,625.00
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	Under slab 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	65,950.00	58,950.00			58,950.00	90%	6,550.00	5,895.00
24	Distribution Package	25,000.00	22,500.00			22,500.00	90%	2,500.00	2,250.00
25	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	30,000.00	7,500.00		37,500.00	75%	12,500.00	3,750.00
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	17,500.00			17,500.00	70%	7,500.00	1,750.00
29	2nd Floor Rough and Trim	25,000.00	17,500.00			17,500.00	70%	7,500.00	1,750.00
30	3rd Floor Rough and Trim	25,000.00	17,500.00			17,500.00	70%	7,500.00	1,750.00
31	4th Floor Rough and Trim	25,000.00	12,500.00	5,000.00		17,500.00	70%	7,500.00	1,750.00
32	Roof Plan	2,500.00	-			-		2,500.00	-
33	BUILDING #3-TYPE II		-			-		-	-
34	Light Fixture Package	65,950.00	58,950.00			58,950.00	90%	6,550.00	5,895.00
35	Distribution Package	25,000.00	15,000.00	7,500.00		22,500.00	90%	2,500.00	2,250.00
36	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
37	2nd Sublevel Garage UG and Deck	200,000.00	180,000.00	10,000.00		190,000.00	95%	10,000.00	19,000.00
38	1st Sublevel Garage and Deck	255,000.00	229,500.00	13,000.00		242,500.00	95%	12,500.00	24,250.00
39	1st Floor Rough and Trim	25,000.00	2,500.00	2,500.00		5,000.00	20%	20,000.00	500.00
40	2nd Floor Rough and Trim	25,000.00	2,500.00	2,500.00		5,000.00	20%	20,000.00	500.00
41	3rd Floor Rough and Trim	25,000.00	2,500.00	2,500.00		5,000.00	20%	20,000.00	500.00
42	4th Floor Rough and Trim	25,000.00	-	5,000.00		5,000.00	20%	20,000.00	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	-



ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		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
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
46	Distribution Package	70,000.00	-	-	-	-	-	70,000.00	-
47	Low Voltage Systems (FA, CCTV, CA, etc)	40,000.00	-	-	-	-	-	40,000.00	-
48	Underlab 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	108,000.00	-	-	-	-	-	108,000.00	-
60	Distribution Package	83,000.00	-	-	-	-	-	83,000.00	-
61	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	-	-	-	-	-	50,000.00	-
62	Underlab 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	108,000.00	-	-	-	-	-	108,000.00	-
74	Distribution Package	83,000.00	-	-	-	-	-	83,000.00	-
75	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	-	-	-	-	-	50,000.00	-
76	Underlab 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	48,250.00	44,000.00	-	92,250.00	65%	48,750.00	9,225.00
88	Distribution Package	225,000.00	38,000.00	120,000.00	-	158,000.00	70%	67,000.00	15,800.00
89	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	5,000.00	5,000.00	-	10,000.00	20%	40,000.00	1,000.00
90	Generator	100,000.00	95,000.00	-	-	95,000.00	95%	5,000.00	9,600.00
91	Underlab Branch Conduit & Wire	68,000.00	64,500.00	-	-	64,500.00	95%	3,500.00	8,450.00
92	Garage & 1st floor deck-conduit/wire	330,000.00	313,600.00	-	-	313,600.00	95%	16,500.00	31,350.00
93	1st Floor Rough Deck/Walls/Ceilings	95,800.00	47,760.00	-	-	47,760.00	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	47,750.00	29,000.00	-	76,750.00	80%	18,750.00	7,675.00
96	2nd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
97	3rd Floor Rough Deck/Walls/Ceilings	95,500.00	38,200.00	38,650.00	-	76,750.00	80%	18,750.00	7,675.00

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HELIX00360

HELIX-TR-EX-501-353

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		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
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
98	3rd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
99	4th Floor Rough Deck/Walls/Ceilings	95,500.00	38,200.00	28,850.00	-	66,850.00	70%	28,850.00	6,685.00
100	4th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
101	5th Floor Rough Deck/Walls/Ceilings	95,500.00	29,000.00	18,750.00	-	47,750.00	50%	47,750.00	4,775.00
102	5th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
103	6th Floor Rough Deck/Walls/Ceilings	95,500.00	29,000.00	18,750.00	-	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	29,000.00	18,750.00	-	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	-	-	29,000.00	30%	66,500.00	2,900.00
108	8th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
109	9th Floor Rough Deck/Walls/Ceilings	95,500.00	20,000.00	9,000.00	-	29,000.00	30%	66,500.00	2,900.00
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	39,500.00	45,000.00	-	84,500.00	80%	21,500.00	8,450.00
113	Distribution Package	83,000.00	70,500.00	8,000.00	-	78,500.00	95%	4,500.00	7,850.00
114	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	25,000.00	10,000.00	-	35,000.00	70%	15,000.00	3,500.00
115	Underlab 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	67,750.00	3,500.00	-	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	67,750.00	3,500.00	-	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	-	-	67,750.00	90%	7,250.00	6,775.00
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	-	-	67,750.00	90%	7,250.00	6,775.00
124	4th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
125	BUILDING #9-TYPE I (76 units)	-	-	-	-	-	-	-	-
126	Light Fixture Package	108,000.00	39,500.00	45,000.00	-	84,500.00	80%	21,500.00	8,450.00
127	Distribution Package	83,000.00	75,000.00	4,000.00	-	79,000.00	95%	4,000.00	7,800.00
128	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	25,000.00	10,000.00	-	35,000.00	70%	15,000.00	3,500.00
129	Underlab 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	67,750.00	3,500.00	-	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	67,750.00	3,500.00	-	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	-	-	67,750.00	90%	7,250.00	6,775.00
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	-	-	67,750.00	90%	7,250.00	6,775.00
138	4th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
139	BUILDING #10-TYPE I (76 units)	-	-	-	-	-	-	-	-
140	Light Fixture Package	108,000.00	-	-	-	-	-	108,000.00	-
141	Distribution Package	83,000.00	-	-	-	-	-	83,000.00	-
142	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	-	-	-	-	-	50,000.00	-
143	Underlab 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 ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
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	98,000.00	-	-	-	-	-	98,000.00	-
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	78,000.00	-	-	-	-	-	78,000.00	-
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	-
188									
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Original Contract Totals		13,230,000.00	4,101,375.00	646,950.00		4,648,325.00	35%	8,681,675.00	484,832.60

HELIX00362

HELIX-TR-EX-501-355

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	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		22,500.00		22,500.00	48%	22,972.00	2,250.00
213	CO#8a-Building #8 Options	42,894.00	6,250.00	15,000.00		21,250.00	48%	21,744.00	2,125.00
214	CO#8b-Additional B8 & B9 Options	40,258.00	40,258.00			40,258.00	100%		4,025.80
215									
216									
217									
218									
219									
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235									
236									
237									
	Total Change Orders	112,348.00	46,508.00	21,122.00		67,830.00	60%	44,718.00	6,783.00
	Total Revised Contract	13,342,346.00	4,147,883.00	568,072.00		4,715,955.00	35%	8,626,391.00	471,595.50

HELIX00363



# APCO CONSTRUCTION

3432 N. 5th Street • North Las Vegas, NV 89032  
Phone: (702) 734-0198 • Fax: (702) 734-0896  
E-mail: apcoconstruction.com • NCL: 14563

## CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name:	<u>Manhattan West</u>
Property Location:	<u>9255 W Russell Road Las Vegas, NV 89148</u>
Undersigned's Customer:	<u>APCO Construction</u>
Inv./Pmt Application No:	<u>16713-0010</u>
Payment Amount:	<u>\$511,264.80</u>

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 the 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 laborers, subcontractors, materialmen and suppliers for all work, materials or equipment that are the subject of the waiver and release.

Dated: July 18, 2008

Helix Electric

By: 

Its: Robert D Johnson, Vice President

HELIX00364





Preliminary Billing

**HELIX ELECTRIC**

Project Billing Analysis

Billing Date July 17, 2008

Project# 16713-010

Cost to date from Project Cost Analysis Report:	<u>2,594,335.00</u>
Gross Billing to Date from Project Cost Analysis Report: (D)	<u>4,149,125.00</u>
Requested Gross Billing Amount (E and F)	<u><b>566,830.00</b></u>
Gross Margin Percent	<u>32.0%</u>

Anticipated Labor to end of month	<u>150,000.00</u>
Anticipated Material to end of month	<u>150,000.00</u>
Anticipated Subcontract to end of month	<u>100,000.00</u>
Anticipated Other Cost to end of month	<u>25,000.00</u>
Anticipated Total Cost to End of Month	<u>425,000.00</u>

Required Gross Billing Amount to Month End	<u>3,985,522.20</u>
Projected Gross Billing Amount to Month End	<u>4,715,955.00</u>
Difference between Required and Projected Billing	<u><b>730,432.80</b></u>

Explanations as to variance between Required billing amount and Projected billing amount:

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\_\_\_\_\_  
Project Manager

  
\_\_\_\_\_  
Approval signature



**Eddie Bennett**

---

**From:** Eddie Bennett [ebennett@helixelectric.com]  
**Sent:** Wednesday, September 24, 2008 11:45 AM  
**To:** 'Jennifer Olivares'  
**Cc:** Andrew Rivera  
**Subject:** Manhattan West August Labor Release

**Attachments:** 16713 lzbw\_20080924112716.pdf

JOB # 16713  
FILE # 1  
OTHER \_\_\_\_\_



16713

16713\_20080924112716.pdf

Hello,

Attached is the August labor release, I am requesting vendor releases today and will forward as soon as possible.

Thank you,

Eddie Bennett  
Helix Electric  
Project Assistant

702-697-8227 Direct  
702-450-8227 Fax

# LABOR PAYMENT AFFIDAVIT

JOB # 16713  
 FILE # 1  
 OTHER Emailed

Property Name: Manhattan West


Property Location: 9255 W Russell Road Las Vegas, NV 89148

Undersigned's Customer: APCO Construction

Payment Period Through: July 31, 2008

The undersigned subcontractor declares under penalty of perjury that the signatures appearing herein below constitute a complete list of all persons who have performed labor on behalf of the subcontractor for the project designated above during the specified period and whom the undersigned has paid for their labor performed on behalf of the subcontractor for said specified period, and provides the indemnity set forth below.

SUBCONTRACTOR: Helix Electric  
(Type or Print Name of Subcontractor)


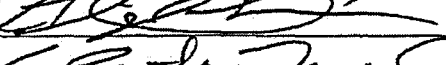
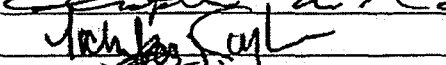
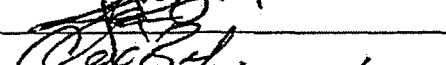

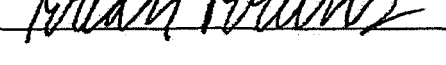



By:  Andrew Rivera  
(Signature of Person Authorized to Sign for Subcontractor) Project Manager

The undersigned persons performing labor for said subcontractor represent, warrant and affirm by signing this affidavit that each person has been paid in full for all labor supplied to the above designated project through the Payment Period. Each of the undersigned further represents, warrants and affirms that there are no checks or other conditional instruments of payment that have not cleared the bank and payment has actually been received by each of the undersigned.

**IF YOU HAVE NOT BEEN PAID, DO NOT SIGN THIS AFFIDAVIT.**

The subcontractor and each of the undersigned indemnifies and agrees to defend for all costs, losses, fees and expenses incurred by Subcontractor in the event that any representation or warranty or affirmation in this Labor Payment Affidavit is untrue.

**NOTICE: THIS DOCUMENT IS A REPRESENTATION AND WARRANTY BY YOU THAT YOU HAVE BEEN PAID. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT.**

LABORER'S NAME	DATE	LABORER'S SIGNATURE
JOHN KRISNER	9/17/08	
DWAYNE GARRISON	9/17/08	
CRIS CARD	9/17/08	
NICK TAYLOR	9/17/08	
ALEJANDRO RODRIGUEZ	9/17/08	
ALEX BISCHOF	9/17/08	
ARMANDO TOLEDO	9/17/08	
BRIAN BRUNS	9/17/08	
JOAQUIN FERNANDEZ	9/17/08	

HELIX00369

# LABOR PAYMENT AFFIDAVIT

Property Name: Manhattan West

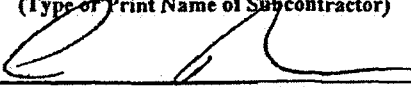
Property Location: 9255 W Russell Road Las Vegas, NV 89148

Undersigned's Customer: APCO Construction

Payment Period Through: July 31, 2008

The undersigned subcontractor declares under penalty of perjury that the signatures appearing herein below constitute a complete list of all persons who have performed labor on behalf of the subcontractor for the project designated above during the specified period and whom the undersigned has paid for their labor performed on behalf of the subcontractor for said specified period, and provides the indemnity set forth below.

SUBCONTRACTOR: Helix Electric  
(Type or Print Name of Subcontractor)

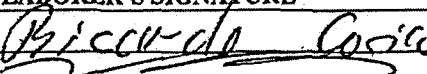
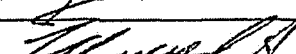
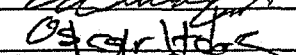
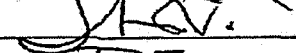
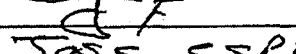


By:   
(Signature of Person Authorized to Sign for Subcontractor)

The undersigned persons performing labor for said subcontractor represent, warrant and affirm by signing this affidavit that each person has been paid in full for all labor supplied to the above designated project through the Payment Period. Each of the undersigned further represents, warrants and affirms that there are no checks or other conditional instruments of payment that have not cleared the bank and payment has actually been received by each of the undersigned.

**IF YOU HAVE NOT BEEN PAID, DO NOT SIGN THIS AFFIDAVIT.**

The subcontractor and each of the undersigned indemnifies and agrees to defend for all costs, losses, fees and expenses incurred by Subcontractor in the event that any representation or warranty or affirmation in this Labor Payment Affidavit is untrue.

**NOTICE: THIS DOCUMENT IS A REPRESENTATION AND WARRANTY BY YOU THAT YOU HAVE BEEN PAID. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT.**

LABORER'S NAME	DATE	LABORER'S SIGNATURE
RICARDO FORIA	9/17/08	
ZACH OSBORN	9/17/08	
Alfonso Lutz	9-17-08	
Oscar Hernandez	9/17/08	
Jose Valdez	9-17-08	
Joquin F	9-17-08	
JOSE ESPITIA	9-17-08	JOSE ESPITIA
Juan Diaz	9-17-08	

# LABOR PAYMENT AFFIDAVIT

Property Name: Manhattan West

Property Location: 9255 W Russell Road Las Vegas, NV 89148

Undersigned's Customer: APCO Construction

Payment Period Through: July 31, 2008

The undersigned subcontractor declares under penalty of perjury that the signatures appearing herein below constitute a complete list of all persons who have performed labor on behalf of the subcontractor for the project designated above during the specified period and whom the undersigned has paid for their labor performed on behalf of the subcontractor for said specified period, and provides the indemnity set forth below.

SUBCONTRACTOR: Helix Electric  
(Type or Print Name of Subcontractor)

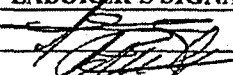
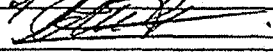
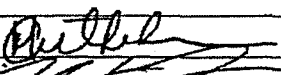
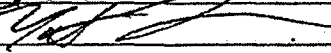
By:   
(Signature of Person Authorized to Sign for Subcontractor)

The undersigned persons performing labor for said subcontractor represent, warrant and affirm by signing this affidavit that each person has been paid in full for all labor supplied to the above designated project through the Payment Period. Each of the undersigned further represents, warrants and affirms that there are no checks or other conditional instruments of payment that have not cleared the bank and payment has actually been received by each of the undersigned.

**IF YOU HAVE NOT BEEN PAID, DO NOT SIGN THIS AFFIDAVIT.**

The subcontractor and each of the undersigned indemnifies and agrees to defend for all costs, losses, fees and expenses incurred by Subcontractor in the event that any representation or warranty or affirmation in this Labor Payment Affidavit is untrue.

**NOTICE: THIS DOCUMENT IS A REPRESENTATION AND WARRANTY BY YOU THAT YOU HAVE BEEN PAID. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT.**

LABORER'S NAME	DATE	LABORER'S SIGNATURE
JOSE ESPITIA	9/17/08	
JOSE URANDA	9/17/08	
JOSE VALDEZ	9/17/08	
JUAN DIAZ	9/17/08	
MARCOS CORTEZ	9/17/08	
MARLIN CUTKELVIN	9/17/08	
MATT LEACH	9/17/08	
OSCAR HERNANDEZ	9/17/08	
PEDRO GARCIA	9/17/08	Pedro Garcia

INVOICE	CAT. NO.	INV. DT	AMOUNT	RETN.	NET AMOUNT	DESCRIPTION
16713011	CONDOS	12/18/08	316356.65	37190.00	279166.65	CONDOS ON BHLF OF APCO/CAMCO VOUCHER# SR10.04-00

**RECEIVED**  
NOV 19 2008  
HELIX ELECTRIC

*16713*  
*Andy Rivera*  
*Aug.*

JOB # 16713  
FILE # 1  
OTHER \_\_\_\_\_

CHK TOTAL: 279166.65

DETACH 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  
2600 N. BUFFALO DRIVE, SUITE 140  
LAS VEGAS, NEVADA 89128  
(702) 251-1150

TRUST ACCOUNT (8)

CHECK NUMBER: 31552  
CHECK DATE: 12/18/08

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

PAY \*\*\*279,166\*DOLLARS\*AND\*65\*CENTS

THE ORDER OF  
HELIX ELECTRIC OF NEVADA  
DBA: HELIX ELECTRIC  
3078 E. SUNSET ROAD, STE. 9  
LAS VEGAS NV 89120

AMOUNT  
\*\*\*\*279,166.65\*

*J. Valle*  
*Jeri Valle*

⑈531552⑈ ⑆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.

**UNCONDITIONAL WAIVER AND RELEASE  
UPON PROGRESS PAYMENT**

Property Name Manhattan West  
Property Location Russell Road/Rocky Hill Street  
Undersigned's Customer Apco Construction/Camco Pacific Construction Co.  
Invoice/Payment Application Number 16713-011R1  
Payment Amount \$ 279,166.65

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:

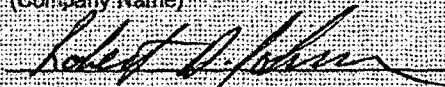
This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as 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 October 27, 2008

Helix Electric

(Company Name)

By



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.*

HELIX00373

INVOICE	CAT. NO.	INV. DT	AMT	RETN.	NET AMOUNT	DESCRIPTION
6713011	CONDOS	10/24/08	55543.35	.00	55543.35	CONDOS ON BHLF OF APCO/CAMCO VOUCHER# SR10.04-01
CHK TOTAL: 55543.35						JOB # <u>16713</u> FILE # <u>1</u> OTHER <u>Part Aug 08</u>

*16713*  
*Andy Rivora*  
*August Partial*

DETACH 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 89126  
(702) 251-1150

TRUST ACCOUNT (B)

CONTROL NO. 530668  
CHECK NUMBER 530668  
CHECK DATE 10/24/08

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

PAY \*\*\*\*\*55,543\*DOLLARS\*AND\*35\*CENTS

AMOUNT \*\*\*\*\*55,543.35\*

THE ORDER OF HELIX ELECTRIC AND GEXPRO

*D. Vega*  
*J. Wares*

⑈530668⑈ ⑆122400724⑆ 048372999⑈

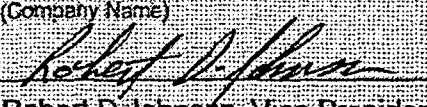
THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO SEE THE MARK WHEN CHECKING THE ENDORSEMENTS.

**UNCONDITIONAL WAIVER AND RELEASE  
UPON PROGRESS PAYMENT**

Property Name Manhattan West  
Property Location Russell Road/Rocky Hill Street  
Undersigned's Customer Apco Construcaon/Carico Pacific Construction Co.  
Invoice/Payment Application Number 10713-01164  
Payment Amount \$ 55,543.35

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 October 27, 2008 Helix Electric  
(Company Name)  
By   
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.*





**Helix Electric**  
CONSTRUCTORS • ENGINEERS

# LETTER OF TRANSMITTAL

TO: Apco Construction  
3432 N. 5th Street  
North Las Vegas, Nv. 89032

ATTN: Attn: Shawn Bowne

DATE:	9/29/2008	JOB NO.	16713
RE:	Manhattan West		
PWP#:			

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	8/20/2008		Payment Application Inv # 16713-011R1
1	8/20/2008		Conditional Release 8/31/2008

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

Received by: *E. Cortez*

Printed Name: E. Cortez

Date: 9/29/08

PO#

FX# (702) 450-8227



**Helix Electric**  
CONSTRUCTORS • ENGINEERS

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

INVOICE # 16713-011R1  
CUSTOMER # 1611

JOB # 16713  
FILE # 1  
OTHER: Apco for lien

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 #		341,081.00
CONTRACT AMOUNT TO DATE		13,571,081.00
GROSS BILLING	38%	5,131,207.11
PREVIOUSLY BILLED		4,768,307.11
GROSS CURRENT PERIOD		362,900.00
RETENTION	10%	36,290.00
NET AMOUNT DUE THIS PERIOD		326,610.00
OUTSTANDING FROM PRIOR PERIOD		
TOTAL AMOUNT DUE		326,610

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

HELIX00377

HELIX-TR-EX-501-370

JA003708

# APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

Page 1 of 2

TO (Owner):	<i>Apco Construction</i> 3432 N. 5th Street North Las Vegas, Nv. 89032 Attn: Shawn Bowne	PROJECT:	<i>Manhattan Condominiums</i> 30 E. Serene Las Vegas, NV 89123	APPLICATION NUMBER:	16713-011R1	Distribution to:	<input type="checkbox"/> OWNER
FROM:	<i>Helix Electric</i> (Contractor) 3078 E. Sunset Rd., Ste#9 Las Vegas, NV 89120	VIA (ARCHITECT):		PERIOD TO:	8/31/2008		<input type="checkbox"/> ARCHITECT
				PROJECT NOS			<input type="checkbox"/> CONTRACTOR
				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	341,081.00
3. CONTRACT SUM TO DATE (Line 1+2)	\$ 13,571,081.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 5,131,207.11
5. RETAINAGE:	
a. 10% of Completed Work (Column D + E on G703)	\$ 513,120.71
b. 10% of Stored Material (Column F on G703)	\$ -
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$ 513,120.71
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 4,618,086.40
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 4,291,476.40
8. CURRENT PAYMENT DUE	\$ 326,610.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 8)	\$ 8,952,994.60

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total Approved this Month		
<b>TOTALS</b>	-	-
NET CHANGES by Change Order	341,081.00	

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: *Robert D Johnson* 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: *Edna K Bennett*  
My Commission expires: 1/9/2010



## 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..... \$326,610.00  
(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.

HELIX00378

CONTINUATION SHEET 1

AIA DOCUMENT G703

Page 2 of 2

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:

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		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
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
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	59,875.00	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	96,250.00	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	65,600.00	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	65,600.00	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	-

HELIX00379

HELIX-TR-EX-501-372

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLE.		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
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	-	-	92,250.00	65%	48,750.00	9,225.00
88	Distribution Package	223,000.00	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	88,000.00	84,500.00	-	-	84,500.00	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	85,500.00	76,750.00	4,500.00	-	81,250.00	85%	14,250.00	8,125.00

HELIX00380

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
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	108,000.00	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	35,000.00	10,000.00	-	45,000.00	90%	5,000.00	4,500.00
129	Underslab Branch Conduit & Wire	85,000.00	76,500.00	-	-	76,500.00	90%	8,500.00	7,650.00
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	108,000.00	-	-	-	-	-	108,000.00	-
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	-

JA003712

HELIX00381

HELIX-TR-EX-501-374

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
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	105,000.00	.	.	.	.	105,000.00	.	
155	Distribution Package	83,000.00	.	.	.	.	83,000.00	.	
156	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	.	.	.	.	50,000.00	.	
157	Underlab 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	98,000.00	.	.	.	.	98,000.00	.	
169	Distribution Package	77,500.00	.	.	.	.	77,500.00	.	
170	Low Voltage Systems (FA, CCTV, CA, etc)	45,000.00	.	.	.	.	45,000.00	.	
171	Underlab Branch Conduit & Wire	75,000.00	.	.	.	.	75,000.00	.	
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	.	.	.	.	.	.	.	.	
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204	.	.	.	.	.	.	.	.	
205	.	.	.	.	.	.	.	.	
Original Contract Totals		13,230,000.00	4,648,325.00	288,900.00		4,917,225.00	37%	8,312,775.00	491,722.50

JA003713

HELIX00382

HELIX-TR-EX-501-375

ITEM NO.	DESCRIPTION OF WORK	G SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	H BALANCE TO FINISH (C - G)	I RETAINAGE
			D FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD					
	CHANGE ORDERS								
208	CO#1-Contract Adjustment (inc. above)					-			
207	CO#2-Apco Trailer Hookup	1,922.00	1,622.00	-		1,622.00	100%		162.20
208	CO#3-Options (voided change order #)								
209	CO#4-Override 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	26,291.98	17,500.00		43,781.98	80%	10,761.04	4,378.20
213	CO#8a-Building #8 Options	62,053.00	27,098.00	22,500.00		49,598.00	80%	12,457.00	4,959.60
214	Q2 Split Delta 5	53,768.00	33,868.40	9,000.00		42,868.40	80%	10,899.60	4,286.64
215	Delta 3 Changes	92,117.00	24,180.75	22,000.00		46,180.75	50%	45,936.25	4,618.08
216	Delta 5 Changes	94,990.00	24,935.00	23,000.00		47,935.00	50%	47,055.00	4,793.60
217									
218									
219									
220									
221									
222									
223									
224									
225									
226									
227									
228									
229	Delta 2 Changes \$354,780.00								
230	Add Dampers Exhaust Fans \$69,900.00								
231									
232									
233									
234									
235									
236									
	<b>Total Change Orders</b>	<b>341,081.00</b>	<b>119,982.11</b>	<b>94,000.00</b>		<b>213,962.11</b>	<b>63%</b>	<b>127,098.89</b>	<b>21,398.21</b>
	<b>Total Revised Contract</b>	<b>13,571,081.00</b>	<b>4,768,307.11</b>	<b>382,900.00</b>		<b>5,131,207.11</b>	<b>38%</b>	<b>8,439,873.89</b>	<b>813,120.71</b>







**APCO  
CONSTRUCTION**

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

**CONDITIONAL WAIVER AND RELEASE  
UPON PROGRESS PAYMENT**

Property Name:	<u>Manhattan West</u>
Property Location:	<u>9255 W Russell Road Las Vegas, NV 89148</u>
Undersigned's Customer:	<u>APCO Construction</u>
Inv./Pmt Application No:	<u>16713-011R1</u>
Payment Amount:	<u>\$326,610.00</u>

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 the 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 laborers, subcontractors, materialmen and suppliers for all work, materials or equipment that are the subject of the waiver and release.

Dated: August 20, 2008

Helix Electric

By: 

Its: Robert D Johnson, Vice President

HELIX00385







**Helix Electric**  
CONSTRUCTORS • ENGINEERS

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

INVOICE # 16713-011  
CUSTOMER # 1611

JOB # 16713  
FILE # 1  
OTHER: \_\_\_\_\_

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%	5,174,073.51
PREVIOUSLY BILLED		4,802,173.51
GROSS CURRENT PERIOD		371,900.00
RETENTION	10%	37,190.00
NET AMOUNT DUE THIS PERIOD		334,710.00
OUTSTANDING FROM PRIOR PERIOD	Inv #16713-009R4	242,416.36
	Inv #16713-010R2	510,255.00
TOTAL AMOUNT DUE		1,087,381

Pursuant to D&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

HELIX00388

HELIX-TR-EX-501-381

JA003719

# APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

Page 1 of 2

<b>TO (Owner):</b> <i>Apco Construction</i> 3432 N. 5th Street North Las Vegas, Nv. 89032 Attn: Shawn Bowne	<b>PROJECT:</b> <i>Manhattan Condominiums</i> 30 E. Serene Las Vegas, NV 89123	<b>APPLICATION NUMBER:</b> 16713-011 <b>PERIOD TO:</b> 8/31/2008 <b>PROJECT NOS</b>  <b>CONTRACT DATE:</b>
<b>FROM:</b> <i>Helix Electric</i> (Contractor) 3078 E. Sunset Rd., Ste#9 Las Vegas, NV 89120	<b>VIA (ARCHITECT):</b>	Distribution to: <input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

<b>1. PARTIAL CONTRACT SUM</b>	\$ 13,230,000.00
<b>2. Net change by Change Orders</b>	394,837.00
<b>3. CONTRACT SUM TO DATE (Line 1+2)</b>	\$ 13,624,837.00
<b>4. TOTAL COMPLETED &amp; STORED TO DATE</b> (Column G on G703)	\$ 5,174,073.51
<b>5. RETAINAGE:</b>	
a. 10% of Completed Work (Column D + E on G703)	\$ 517,407.35
b. 10% of Stored Material (Column F on G703)	\$ -
<b>Total Retainage (Line 5a + 5b or</b> <b>Total in Column I of G703)</b>	\$ 517,407.35
<b>6. TOTAL EARNED LESS RETAINAGE</b> (Line 4 less Line 5 Total)	\$ 4,656,668.16
<b>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT</b> (Line 6 from prior Certificate)	\$ 4,321,958.16

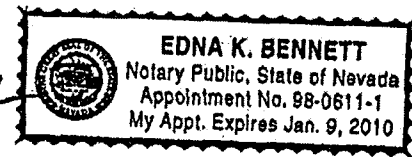
<b>8. CURRENT PAYMENT DUE</b>	\$ 334,710.00
<b>9. BALANCE TO FINISH, PLUS RETAINAGE</b> (Line 3 less Line 8)	\$ 8,968,170.84

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total Approved this Month		
<b>TOTALS</b>	-	-
<b>NET CHANGES by Change Order</b>	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: *Robert D Johnson* 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  
*Edna K Bennett*  
 Notary Public:  
 My Commission expires: 1/9/2010



## 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.

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, ...  
 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: 16713-011  
 APPLICATION DATE: 8/20/2008  
 PERIOD TO: 8/31/2008  
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
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	59,875.00	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	96,250.00	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	Underlab 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	5,695.00
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	5,695.00
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	-

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLE		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
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
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	-	-	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	78,750.00	4,500.00	-	81,250.00	85%	14,250.00	8,125.00

HELIX00391



ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETE		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
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
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	85,800.00	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	8,650.00
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	78,500.00	-	-	78,500.00	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	108,000.00	84,500.00	11,000.00	-	95,500.00	90%	10,500.00	8,650.00
127	Distribution Package	83,000.00	78,500.00	-	-	78,500.00	95%	4,000.00	7,900.00
128	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	35,000.00	10,000.00	-	45,000.00	90%	5,000.00	4,500.00
129	Underslab Branch Conduit & Wire	85,000.00	78,500.00	-	-	78,500.00	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	108,000.00	-	-	-	-	-	108,000.00	-
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	-

HELIX00392

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		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
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
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	Underlab 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	Underlab 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									
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195									
196									
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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	491,722.60

JA003724

HELIX00393

HELIX-TR-EX-501-386

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	CHANGE ORDERS								
206	CO#1-Contract Adjustment (inc. above)					-			
207	CO#2-Apco Trailer Hookup	1,822.00	1,822.00	.		1,822.00	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 Stub 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	17,500.00		43,781.96	80%	10,761.04	4,378.20
213	CO#8a-Building #8 Options	82,053.00	27,096.00	22,500.00		49,596.00	80%	12,457.00	4,959.60
214	CO#8b-Additional B8 & B9 Options	53,756.00	33,866.40	9,000.00		42,866.40	80%	10,889.60	4,286.64
216	<u>C2 Split Delta 5</u>	53,756.00	33,866.40	9,000.00		42,866.40	80%	10,889.60	4,286.64
216	Delta 3 Changes	92,117.00	24,180.75	22,000.00		46,180.75	60%	45,936.25	4,818.08
217	Delta 5 Changes	84,990.00	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	153,848.51	103,000.00		256,848.51	65%	137,988.49	25,684.85
Total Revised Contract		13,624,837.00	4,802,173.51	371,900.00		5,174,073.51	38%	8,460,763.49	517,407.35





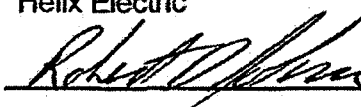
**CONDITIONAL WAIVER AND RELEASE  
UPON PROGRESS PAYMENT**

Property Name:	<u>Manhattan West</u>
Property Location:	<u>9255 W Russell Road Las Vegas, NV 89148</u>
Undersigned's Customer:	<u>APCO Construction</u>
Inv./Pmt Application No:	<u>16713-011</u>
Payment Amount:	<u>\$334,710.00</u>

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 the 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 laborers, subcontractors, materialmen and suppliers for all work, materials or equipment that are the subject of the waiver and release.

Dated: August 20, 2008

Helix Electric  
By:   
Its: Róbert D Johnson, Vice President

HELIX00396



**Helix Electric**  
CONSTRUCTORS • ENGINEERS

# LETTER OF TRANSMITTAL

DATE:	8/20/2008	JOB NO.	16713
RE:	Manhattan West		
PWP#:			

TO: Apco Construction  
3432 N. 5th Street  
North Las Vegas, Nv. 89032

ATTN: Attn: Shawn Bowne

- 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	8/20/2008		Payment Application Inv # 16713-011
1	8/20/2008		Conditional Release 8/31/2008

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

Received by: \_\_\_\_\_

Printed Name: \_\_\_\_\_

PO#  
FX# (702) 450-8227

Date: \_\_\_\_\_

HELIX00397


**LABOR PAYMENT AFFIDAVIT**

JOB # 16713  
 FILE # 1  
 OTHER \_\_\_\_\_

Property Name: Manhattan West  
 Property Location: 9255 W Russell Road Las Vegas, NV 89148  
 Undersigned's Customer: APCO Construction  
 Payment Period Through: August 31, 2008

The undersigned subcontractor declares under penalty of perjury that the signatures appearing herein below constitute a complete list of all persons who have performed labor on behalf of the subcontractor for the project designated above during the specified period and whom the undersigned has paid for their labor performed on behalf of the subcontractor for said specified period, and provides the indemnity set forth below.

SUBCONTRACTOR: Helix Electric  
(Type or Print Name of Subcontractor)

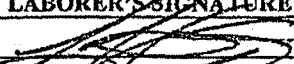
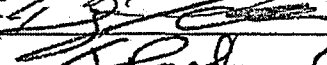
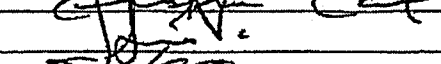

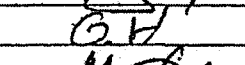
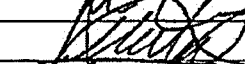




By:  ANDREW RIVERA  
(Signature of Person Authorized to Sign for Subcontractor) PROJECT MANAGER

The undersigned persons performing labor for said subcontractor represent, warrant and affirm by signing this affidavit that each person has been paid in full for all labor supplied to the above designated project through the Payment Period. Each of the undersigned further represents, warrants and affirms that there are no checks or other conditional instruments of payment that have not cleared the bank and payment has actually been received by each of the undersigned.

**IF YOU HAVE NOT BEEN PAID, DO NOT SIGN THIS AFFIDAVIT.**

The subcontractor and each of the undersigned indemnifies and agrees to defend for all costs, losses, fees and expenses incurred by Subcontractor in the event that any representation or warranty or affirmation in this Labor Payment Affidavit is untrue.

**NOTICE: THIS DOCUMENT IS A REPRESENTATION AND WARRANTY BY YOU THAT YOU HAVE BEEN PAID. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT.**

LABORER'S NAME	DATE	LABORER'S SIGNATURE
JOHN KISNER	9/23/08	
Dwayne Barrion	9/23/08	
Christopher Card	9-24-08	
Jose Valdez	9-24-08	
JOSE ESPITIA	9-24-08	
Jaaguin Fernandez	9-24-08	
Oscar Hernandez	9-24/08	
Marius Gutierrez	9-24-08	
Jose Branda	9-24-08	
Juan Diaz	9-24-08	

## LABOR PAYMENT AFFIDAVIT

Property Name: Manhattan West

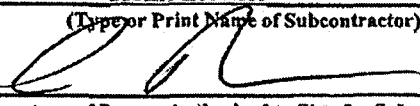
Property Location: 9255 W Russell Road Las Vegas, NV 89148

Undersigned's Customer: APCO Construction

Payment Period Through: August 31, 2008

The undersigned subcontractor declares under penalty of perjury that the signatures appearing herein below constitute a complete list of all persons who have performed labor on behalf of the subcontractor for the project designated above during the specified period and whom the undersigned has paid for their labor performed on behalf of the subcontractor for said specified period, and provides the indemnity set forth below.

SUBCONTRACTOR: Helix Electric  
(Type or Print Name of Subcontractor)

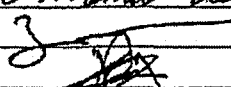
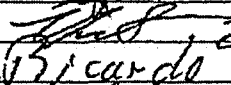
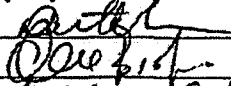
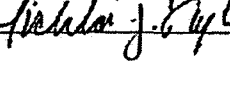

By:   
(Signature of Person Authorized to Sign for Subcontractor)

The undersigned persons performing labor for said subcontractor represent, warrant and affirm by signing this affidavit that each person has been paid in full for all labor supplied to the above designated project through the Payment Period. Each of the undersigned further represents, warrants and affirms that there are no checks or other conditional instruments of payment that have not cleared the bank and payment has actually been received by each of the undersigned.

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The subcontractor and each of the undersigned indemnifies and agrees to defend for all costs, losses, fees and expenses incurred by Subcontractor in the event that any representation or warranty or affirmation in this Labor Payment Affidavit is untrue.

**NOTICE: THIS DOCUMENT IS A REPRESENTATION AND WARRANTY BY YOU THAT YOU HAVE BEEN PAID. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT.**

LABORER'S NAME	DATE	LABORER'S SIGNATURE
Pedro Garcia R	9-24-08	Pedro Garcia R
Armando Toledo	9/24/08	Armando Toledo
Zach Orborn	9-24-08	
Alejandro Rodriguez	9-24-08	
MATT LEACH	9/24/08	
Biccardo Coria	9/24/08	Biccardo Coria
Marlon Outkalden	9/24/08	
ALEXANDER BISCHOP	9/24/08	
Nicholas Taylor	9/24/08	Nicholas J. Taylor

HELIX00399



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
<b>APCO Construction</b>									
16713-001 - Void Rebilled Oct	09/20/07	09/30/07	-	10/30/2007				0.00	
16713-001R3	10/20/07	10/31/07	188,750.00	11/30/2007	11/14/07	12/7/2007	169,875.00	18,875.00	
16713-002R2	11/20/07	11/30/07	882,700.00	12/30/2007	12/07/07	1/31/2008	500,000.00	382,700.00	
						2/8/2008	294,430.00	-294,430.00	
16713-003	12/20/07	12/31/07	873,750.00	1/30/2008		2/20/2008	786,375.00	87,375.00	
16713-004	01/18/08	01/31/08	826,000.00	2/29/2008		3/25/2008	743,400.00	82,600.00	
16713-005R1	02/20/08	02/29/08	262,500.00	3/30/2008	03/20/08	4/22/2008	236,250.00	26,250.00	
16713-006R2	03/20/08	03/31/08	222,625.00	4/30/2008	04/14/08	5/22/2008	200,362.00	22,263.00	
16713-007R1	04/20/08	04/30/08	410,900.00	5/30/2008	06/20/08	6/20/2008	369,810.00	41,090.00	
16713-M001 Zitting	05/08/08					5/22/2008		0.00	
16713-008R2	05/15/08	05/31/08	298,647.00	6/30/2008	07/28/08	7/31/2008	268,783.00	29,864.00	
16713-M002 Zitting	05/16/08					6/23/2008		0.00	
16713-M003 Gemstone	06/12/08							0.00	
16713-009R5	06/20/08	06/30/08	235,485.11	7/30/2008	09/03/08	9/4/2008	211,936.11	23,549.00	
16713-010R2	07/18/08	07/31/08	566,950.00	8/30/2008	09/03/08	9/24/2008	510,255.00	56,695.00	
16713-011	08/20/08	08/31/08	362,900.00	9/30/2008		10/28/2008	55,543.35	307,356.65	
							279,166.65	-279,166.65	
<b>APCO TOTALS</b>			<b>5,131,207.11</b>				<b>4,347,019.46</b>	<b>784,187.65</b>	

HELIX00400

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



CLERK OF THE COURT

JA003732

X  
7  
PENGAD 800-631-6888  
DEFENDANT'S  
EXHIBIT  
508  
A571228  
JAN 18 2011

JA003733



**Helix Electric**  
CONSTRUCTORS - ENGINEERS

**LETTER OF TRANSMITTAL**

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  
 Shop Drawings  
 Copy of Letter

- Attached  
 Prints  
 Change Order
- Under separate cover via \_\_\_\_\_ the following items  
 Plans  
 \_\_\_\_\_
- Samples  
 Specifications  
 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  
 For your use  
 As requested  
 For review and comment  
 FOR BIDS DUE \_\_\_\_\_ 20 \_\_\_\_\_
- Approved as submitted  
 Approved as noted  
 Returned for corrections  
 \_\_\_\_\_
- Resubmit \_\_\_\_\_ copies for approval  
 Submit \_\_\_\_\_ copies for distribution  
 Return \_\_\_\_\_ corrected prints
- PRINTS RETURNED AFTER LOAN TO US

REMARKS:


Name: Edna K Barnett  
 Title: Project Assistant

PO#  
 FX# (702) 450-8227

Received by: Yvonne Farren  
 Printed Name: \_\_\_\_\_  
 Date: \_\_\_\_\_



**Helix Electric**  
CONSTRUCTORS • ENGINEERS

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

JOB # 16713  
FILE # 1  
OTHER \_\_\_\_\_

INVOICE # 16713-013R1  
CUSTOMER # 1611

INVOICE DATE: 20-Oct-08

PERIOD THRU: 10/31/2008

OUR JOB NO.: 16713

JOB NAME: Manhattan West

YOUR JOB NO.:

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
<b>TOTAL AMOUNT DUE</b>		<b>804,115</b>

Permitt to B&P code section 7101.5 a penalty of 1% 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

HELIX00597

HELIX-TR-EX-508-002

JA003735

# APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

Page 1 of 2

<b>TO (Owner):</b> Camco Pacific 2925 E Patrick Lane Suite G Las Vegas, NV 89120 Attn: Yvonne Farren  <b>FROM (Contractor):</b> Helix Electric 3078 E. Sunset Rd., Ste#9 Las Vegas, NV 89120	<b>PROJECT:</b> Manhattan Condominiums 30 E. Serene Las Vegas, NV 89123  <b>VIA (ARCHITECT):</b>	<b>APPLICATION NUMBER:</b> 16713-013R1 <b>PERIOD TO:</b> 10/31/2008 <b>PROJECT NOS</b>  <b>CONTRACT DATE:</b>	<b>Distribution to:</b> <input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> 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.

<b>1. PARTIAL CONTRACT SUM</b>	\$ 13,230,000.00
<b>2. Net change by Change Orders</b>	480,689.01
<b>3. CONTRACT SUM TO DATE (Line 1+2)</b>	\$ 13,710,689.01
<b>4. TOTAL COMPLETED &amp; STORED TO DATE</b> (Column G on G703)	\$ 5,723,483.49
<b>5. RETAINAGE:</b>	
a. 10% of Completed Work (Column D + E on G703)	\$ 572,348.35
b. 10% of Stored Material (Column F on G703)	\$ -
<b>Total Retainage (Line 5a + 5b or     Total in Column I of G703)</b>	\$ 572,348.35
<b>6. TOTAL EARNED LESS RETAINAGE</b> (Line 4 less Line 5 Total)	\$ 5,151,135.14
<b>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT</b> (Line 6 from prior Certificate)	\$ 4,980,843.30
<b>8. CURRENT PAYMENT DUE</b>	\$ 170,491.84
<b>9. BALANCE TO FINISH, PLUS RETAINAGE</b> (Line 3 less Line 8)	\$ 8,559,553.87

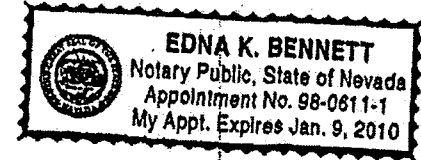
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total Approved this Month		
<b>TOTALS</b>	-	-
<b>NET CHANGES by Change Order</b>	480,689.01	

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  
 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  
Edna K. Bennett  
 Notary Public:  
 My Commission expires: 1/9/2010



## 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.

HELIX00598

CONTINUATION SHEET

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 ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	ELECTRICAL ENGINEERING	155,000.00	83,700.00	6,666.61		90,366.61	58%	64,633.39	9,036.68
2	MOBILIZATION	60,000.00	60,000.00			60,000.00	100%	-	8,000.00
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	76,000.00	68,375.00	2,000.00		71,375.00	95%	3,825.00	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	Underlab 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%	-	2,600.00
25	Low Voltage Systems (FA, CCTV, CA, etc)	60,000.00	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%	-	2,600.00
36	Low Voltage Systems (FA, CCTV, CA, etc)	60,000.00	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	-

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
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	-	
56	3rd Floor Device and Fixture Trim	10,000.00	-	-	-	-	10,000.00	-	
58	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	108,000.00	-	-	-	-	108,000.00	-	
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	108,000.00	-	-	-	-	108,000.00	-	
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	108,250.00	-	-	108,250.00	75%	34,750.00	10,825.00
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	8,500.00
91	Underslab Branch Conduit & Wire	88,000.00	84,500.00	-	-	84,500.00	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	85,500.00	82,250.00	5,000.00	-	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	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	85,500.00	85,250.00	4,000.00	-	90,250.00	95%	5,250.00	9,025.00

JA003738

HELIX00600

HELIX-TR-EX-508-005



A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLE		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
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	-	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	-	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	7,875.00
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	6,875.00
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	-

HELIX00601

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
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	-
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205									
	Original Contract Totals	13,230,000.00	6,201,725.00	166,344.81		6,368,069.81	41%	7,861,930.38	538,806.98

HELIX00602

HELIX-TR-EX-508-007

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	CHANGE ORDERS								
208	CO#1-Contract Adjustment (inc. above)								
207	CO#2-Apco Trailer Hookup	1,822.00	1,822.00			1,822.00	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	565.31		40,367.27	89%	5,104.73	4,038.73
213	CO#8a-Building #8 Options	42,994.00	39,596.00	928.08		40,524.08	94%	2,469.94	4,052.41
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	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"	76,600.00						76,600.00	
219	CO#13-C2 Split	53,756.00	48,600.00	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 3	84,980.00	70,935.00			70,935.00	75%	24,055.00	7,093.50
222									
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236									
237									
	Total Change Orders	480,689.01	332,323.11	23,090.77		355,413.88	74%	125,275.13	35,541.39
	Total Revised Contract	13,710,889.01	5,534,046.11	189,435.38		5,723,483.49	42%	7,987,205.52	572,346.35

HELIX00603

**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

HELIX00604



**Helix Electric**  
CONSTRUCTORS • ENGINEERS

**LETTER OF TRANSMITTAL**

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

Received by: \_\_\_\_\_

PO#  
FX# (702) 450-8227

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_



JOB # 16113

FILE # 1

OTHER emailed to  
Randy Kiora

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@gemstonedev.com](mailto:craigc@gemstonedev.com).

Thank you.

**CAMCO PACIFIC CONSTRUCTION COMPANY, INC.**

Corporate Office

17891 Carwright 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](http://www.camcopacific.com)

HELIX00606



**Helix Electric**  
CONSTRUCTORS • ENGINEERS

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

INVOICE # 16713-013R1  
CUSTOMER # 1611

JOB # 16713  
FILE # 1  
OTHER \_\_\_\_\_

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%	5,906,539.71
PREVIOUSLY BILLED		5,534,048.11
GROSS CURRENT PERIOD		372,491.60
RETENTION	10%	37,249.16
NET AMOUNT DUE THIS PERIOD		335,242.44
OUTSTANDING FROM PRIOR PERIOD	Inv #16713-011	279,166.65
	Inv #16713-012	354,456.90
TOTAL AMOUNT DUE		968,866

Payment to B&P code section 7184.5 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

HELIX00607

HELIX-TR-EX-508-012

JA003745

# 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

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

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:

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	

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	\$ 5,906,539.71
(Column G on G703)	
5. RETAINAGE:	
a. 10% of Completed Work	\$ 590,653.97
(Column D + E on G703)	
b. 10% of Stored Material	\$ -
(Column F on G703)	
Total Retainage (Line 5a + 5b or	
Total in Column I of G703)	\$ 590,653.97
6. TOTAL EARNED LESS RETAINAGE	\$ 5,315,885.74
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 4,980,643.30
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$ 335,242.44
9. BALANCE TO FINISH, PLUS RETAINAGE	\$ 8,394,803.27
(Line 3 less Line 6)	

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



## 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..... \$335,242.44

(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.

HELIX00608



CONTINUATION SHEET

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 ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
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	76,000.00	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%	-	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	111,250.00	2,500.00		113,750.00	95%	8,250.00	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	Underlab 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)	60,000.00	47,500.00	1,250.00		48,750.00	98%	1,250.00	4,875.00
26	2nd Sublevel Garage UG and Deck	200,000.00	190,000.00	8,750.00		198,750.00	99%	1,250.00	19,875.00
27	1st Sublevel Garage and Deck	255,000.00	242,500.00	11,250.00		253,750.00	100%	1,250.00	25,375.00
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)	60,000.00	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	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	-

HELIX00609

HELIX-TR-EX-508-014

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		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
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
46	Distribution Package	70,000.00	-	-	-	-	70,000.00	-	
47	Low Voltage Systems (FA, CCTV, CA, etc)	40,000.00	-	-	-	-	40,000.00	-	
48	Under slab 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	Under slab 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	Under slab 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	-	126,250.00	14,750.00	12,625.00	
88	Distribution Package	225,000.00	202,000.00	23,000.00	-	225,000.00	-	22,500.00	
89	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	30,000.00	10,000.00	-	40,000.00	10,000.00	4,000.00	
90	Generator	100,000.00	95,000.00	-	-	95,000.00	5,000.00	9,500.00	
91	Under slab Branch Conduit & Wire	68,000.00	64,500.00	-	-	64,500.00	3,500.00	6,450.00	
92	Garage & 1st floor deck-conduit/wire	330,000.00	313,500.00	-	-	313,500.00	16,500.00	31,350.00	
93	1st Floor Rough Deck/Walls/Ceilings	95,500.00	62,250.00	5,000.00	-	67,250.00	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	83,250.00	4,000.00	-	90,250.00	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	68,250.00	4,000.00	-	90,250.00	5,250.00	8,025.00	

JA903748

HELIX00610

HELIX-TR-EX-508-015

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
98	3rd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
99	4th Floor Rough Deck/Walls/Ceilings	95,600.00	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	95,600.00	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	95,600.00	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	95,600.00	57,750.00	9,000.00	-	66,750.00	70%	28,750.00	6,875.00
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 1 (76 units)	-	-	-	-	-	-	-	-
112	Light Fixture Package	106,000.00	101,000.00	5,000.00	-	106,000.00	100%	-	10,600.00
113	Distribution Package	83,000.00	83,000.00	-	-	83,000.00	100%	-	8,300.00
114	Low Voltage Systems (FA, CCTV, CA, etc)	60,000.00	47,500.00	-	-	47,500.00	98%	2,600.00	4,750.00
115	Underlab 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	20,000.00	-	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	-	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 1 (76 units)	-	-	-	-	-	-	-	-
126	Light Fixture Package	106,000.00	101,000.00	5,000.00	-	106,000.00	100%	-	10,600.00
127	Distribution Package	83,000.00	83,000.00	-	-	83,000.00	100%	-	8,300.00
128	Low Voltage Systems (FA, CCTV, CA, etc)	60,000.00	47,500.00	-	-	47,500.00	95%	2,600.00	4,750.00
129	Underlab 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	20,000.00	-	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	-	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 1 (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)	60,000.00	-	-	-	-	-	60,000.00	-
143	Underlab 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	-

JA003749

HELIX00611

HELIX-TR-EX-508-016

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED TO DATE (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
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	Under slab 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	-
168	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	Under slab Branch Conduit & Wire	75,000.00	-	-	-	-	-	75,000.00	-
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	8,000.00	-	-	-	-	-	8,000.00	-
185	Furnish Parking Lot Pole Lighting	64,000.00	-	-	-	-	-	64,000.00	-
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Original Contract Totals		13,230,000.00	5,201,725.00	287,350.00		5,499,075.00	42%	7,730,925.00	649,907.50

HELIX00612

HELIX-TR-EX-508-017

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D O R E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	CHANGE ORDERS								
209	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 Strubs 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	39,781.98	3,500.00		43,281.98	95%	2,190.04	4,328.20
213	CO#8a-Building #8 Options	42,994.00	39,598.00	1,250.00		40,848.00	95%	2,148.00	4,084.80
214	CO#8b-Additional B8 & B9 Options	40,258.00	39,888.40	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	21,500.00	21,500.00			21,500.00	100%	-	2,150.00
218	CO#12-Delta 2 "Red Lines"	76,500.00		46,000.00		46,000.00	60%	30,500.00	4,600.00
219	CO#13-C2 Split	53,758.00	48,500.00	2,500.00		51,000.00	95%	2,758.00	5,100.00
220	CO#14-Delta 3	82,117.00	69,180.75	9,000.00		78,180.75	85%	13,936.25	7,818.08
221	CO#15-Delta 3	94,990.00	70,935.00	10,000.00		80,935.00	85%	14,055.00	6,093.50
222									
223									
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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	13,710,889.01	6,534,048.11	372,491.60		5,906,539.71	43%	7,804,149.30	590,853.87

HELIX00613

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:** 16713-013R1 thru 10/31/08  
**Payment Amount:** \$335,242.44

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

HELIX00615



**Helix Electric**  
CONSTRUCTORS • ENGINEERS

**LETTER OF TRANSMITTAL**

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

DATE:	11/12/2008	JOB NO.	16713
RE:	Manhattan West		
PWP#:			

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:

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Name: Edna K Bennett  
Title: Project Assistant  
PO#  
FX# (702) 450-8227

Received by: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Date: \_\_\_\_\_



**Eddie Bennett**

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**From:** Andrew Rivera [arivera@helixelectric.com]  
**Sent:** Tuesday, November 11, 2008 9:23 AM  
**To:** 'Eddie Bennett'  
**Cc:** 'Bob Johnson'  
**Subject:** FW: Billing Questions

Eddie,

We need to revise our October billing to show the approved billing amounts.

Bob-work in these areas did not get completed due to red tag issue.

Andy

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**From:** Yvonne Farren [mailto:YFarren@camcopacific.com]  
**Sent:** Tuesday, November 11, 2008 9:00 AM  
**To:** Andrew Rivera  
**Cc:** Craig Colligan; Jill Gisondo  
**Subject:** RE: Billing Questions

Andy -

Your October payment application has been cut back at the PM's direction, as follows.

Building 2 -

Low voltage system reduced (\$1,250.00)  
2<sup>nd</sup> sublevel garage UG & Deck reduced (\$1,250.00)  
1<sup>st</sup> sublevel garage UG & Deck reduced (\$1,250.00)

Building 3 -

Low voltage system reduced (\$2,500.00)  
2<sup>nd</sup> sublevel garage UG & Deck reduced (\$10,000.00)  
1<sup>st</sup> sublevel garage UG & Deck reduced (\$12,500.00)

Total billing reduction: (\$28,750.00)

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

11/11/2008

HELIX00617



**Helix Electric**  
 CONSTRUCTORS • ENGINEERS

**LETTER OF TRANSMITTAL**

DATE:	10/16/2008	JOB NO.	16713
RE:	Manhattan West		
PWP#:			

TO: Carrico 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 # 16713-013
1	10/20/2008		Conditional Release 10/31/2008

THESE ARE TRANSMITTED as checked below:

<input type="checkbox"/> For approval	<input type="checkbox"/> Approved as submitted	<input type="checkbox"/> Resubmit _____ copies for approval
<input type="checkbox"/> For your use	<input type="checkbox"/> Approved as noted	<input type="checkbox"/> Submit _____ copies for distribution
<input type="checkbox"/> As requested	<input type="checkbox"/> Returned for corrections	<input type="checkbox"/> Return _____ corrected prints
<input type="checkbox"/> For review and comment	<input type="checkbox"/> _____	
<input type="checkbox"/> FOR BIDS DUE _____ 20 _____	<input type="checkbox"/> PRINTS RETURNED AFTER LOAN TO US	

REMARKS:


Name: Edna K Bennett  
 Title: Project Assistant

PO#  
 FX# (702) 450-8227

Received by: Deanna Halverson  
 Printed Name: Deanna Halverson  
 Date: 10/16/08



**Helix Electric**  
CONSTRUCTORS - ENGINEERS

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

INVOICE # 16713-013  
CUSTOMER # 1611

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

Pursuant to NEP code section 7102.5 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

HELIX00619

JOB # 16713  
FILE # 1  
OTHER \_\_\_\_\_

# APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

Page 1 of 2

<b>TO (Owner):</b> Camco Pacific 2925 E Patrick Lane Suite G Las Vegas, NV 89120 Attn: Yvonne Farren  <b>FROM:</b> Helix Electric (Contractor) 3078 E. Sunset Rd., Ste#9 Las Vegas, NV 89120	<b>PROJECT:</b> Manhattan Condominiums 30 E. Serene Las Vegas, NV 89123  <b>VIA (ARCHITECT):</b>	<b>APPLICATION NUMBER:</b> 16713-013 <b>PERIOD TO:</b> 10/31/2008 <b>PROJECT NOS</b>  <b>CONTRACT DATE:</b>	<b>Distribution to:</b> <input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR
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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
<b>5. RETAINAGE:</b>	
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 8)	\$ 8,368,928.27

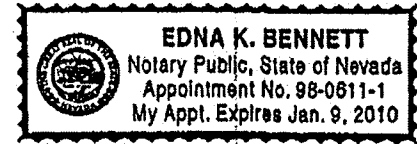
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner	-	-
Total Approved this Month	-	-
<b>TOTALS</b>	-	-
<b>NET CHANGES by Change Order</b>	480,689.01	

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: Robert D. Johnson  
 By: Robert D. Johnson  
 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  
Edna K. Bennett  
 Notary Public  
 My Commission expires: 1/9/2010



## 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.

HELIX00620

CONTINUATION SHEET

AIA DOCUMENT G703

Page 2 of 2

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

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
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%	-	8,000.00
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	Underlab 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%	-	8,550.00
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%	-	8,550.00
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	-

HELIX000621

HELIX-TR-EX-508-026

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE	
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					%
46	Distribution Package	70,000.00	-	-	-	-	70,000.00	-	
47	Low Voltage Systems (FA, CCTV, CA, etc)	40,000.00	-	-	-	-	40,000.00	-	
48	Underlab 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	Underlab 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	Underlab 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	-	128,250.00	14,750.00	12,625.00	
88	Distribution Package	225,000.00	202,000.00	23,000.00	-	225,000.00	-	22,500.00	
89	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	30,000.00	10,000.00	-	40,000.00	10,000.00	4,000.00	
90	Generator	100,000.00	95,000.00	-	-	95,000.00	5,000.00	9,500.00	
91	Underlab Branch Conduit & Wire	88,000.00	64,500.00	-	-	64,500.00	3,500.00	6,450.00	
92	Garage & 1st floor deck-conduit/wire	330,000.00	313,500.00	-	-	313,500.00	16,500.00	31,350.00	
93	1st Floor Rough Deck/Walls/Ceilings	95,500.00	62,250.00	5,000.00	-	67,250.00	28,250.00	9,725.00	
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	-	90,250.00	6,250.00	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	66,250.00	4,000.00	-	90,250.00	6,250.00	9,025.00	

JA003760

HELIX00622

HELIX-TR-EX-508-027

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		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
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
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	-	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	-	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	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	5,000.00	-	106,000.00	100%	-	10,600.00
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	Underlab 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	20,000.00	-	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	-	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	5,000.00	-	106,000.00	100%	-	10,600.00
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	Underlab 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	20,000.00	-	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	-	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	Underlab 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	-

JA003761

HELIX00623

HELIX-TR-EX-508-028

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
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	Underlab 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	Underlab Branch Conduit & Wire	78,000.00	-	-	-	-	-	78,000.00	-
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	58,000.00	-	-	-	-	-	58,000.00	-
184	Furnish Sports Lighting	8,000.00	-	-	-	-	-	8,000.00	-
185	Furnish Parking Lot Pole Lighting	64,000.00	-	-	-	-	-	64,000.00	-
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Original Contract Totals		13,230,000.00	6,201,725.00	328,100.00		6,527,825.00	42%	7,702,175.00	562,782.60

HELIX00624

HELIX-TR-EX-508-029



ITEM NO.	DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	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	39,781.98	3,500.00		43,281.96	95%	2,190.04	4,328.20
213	CO#8a-Building #8 Options	42,994.00	39,598.00	1,250.00		40,848.00	95%	2,146.00	4,084.60
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	15,500.00	2,500.00		18,000.00	70%	7,639.01	1,600.00
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		45,000.00		45,000.00	80%	30,500.00	4,600.00
219	CO#13-C2 Split	53,758.00	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	84,890.00	70,835.00	10,000.00		80,835.00	85%	14,055.00	8,093.50
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236									
237									
	Total Change Orders	480,689.01	332,323.11	76,141.60		407,464.71	85%	73,224.30	40,746.47
	Total Revised Contract	13,710,689.01	5,534,048.11	401,241.80		5,935,289.71	43%	7,775,399.30	593,528.97

HELIX00625



**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

HELIX00627

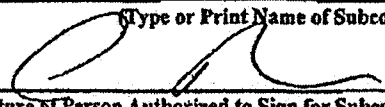


**LABOR PAYMENT AFFIDAVIT**

JOB # 116713  
 FILE # 1  
 OTHER Emailed to NCS  
11/07/08

Property Name: Manhattan West  
 Property Location: 9255 W Russell Road Las Vegas, NV 89148  
 Undersigned's Customer: APCO Construction  
 Payment Period Through: October 31, 2008

The undersigned subcontractor declares under penalty of perjury that the signatures appearing herein below constitute a complete list of all persons who have performed labor on behalf of the subcontractor for the project designated above during the specified period and whom the undersigned has paid for their labor performed on behalf of the subcontractor for said specified period, and provides the indemnity set forth below.

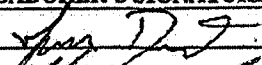
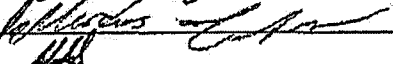

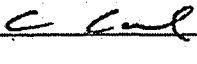
SUBCONTRACTOR: Helix Electric  
(Type or Print Name of Subcontractor)  
 By:  Andrew Rivera  
(Signature of Person Authorized to Sign for Subcontractor) Project Manager

The undersigned persons performing labor for said subcontractor represent, warrant and affirm by signing this affidavit that each person has been paid in full for all labor supplied to the above designated project through the Payment Period. Each of the undersigned further represents, warrants and affirms that there are no checks or other conditional instruments of payment that have not cleared the bank and payment has actually been received by each of the undersigned.

**IF YOU HAVE NOT BEEN PAID, DO NOT SIGN THIS AFFIDAVIT.**

The subcontractor and each of the undersigned indemnifies and agrees to defend for all costs, losses, fees and expenses incurred by Subcontractor in the event that any representation or warranty or affirmation in this Labor Payment Affidavit is untrue.

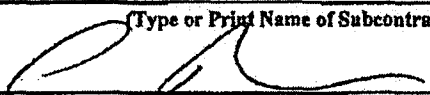
**NOTICE: THIS DOCUMENT IS A REPRESENTATION AND WARRANTY BY YOU THAT YOU HAVE BEEN PAID. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT.**

LABORER'S NAME	DATE	LABORER'S SIGNATURE
Juan Diaz	11-6-08	
MARTIN Lopez	11-6-08	
EDMUND SANTAMARIA	11/6-08	
Arturo Hernandez	11/6-08	Arturo
Christopher Card	11-16-08	

**LABOR PAYMENT AFFIDAVIT**

Property Name: Manhattan West  
 Property Location: 9255 W Russell Road Las Vegas, NV 89148  
 Undersigned's Customer: APCO Construction  
 Payment Period Through: October 31, 2008

The undersigned subcontractor declares under penalty of perjury that the signatures appearing herein below constitute a complete list of all persons who have performed labor on behalf of the subcontractor for the project designated above during the specified period and whom the undersigned has paid for their labor performed on behalf of the subcontractor for said specified period, and provides the indemnity set forth below.






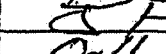
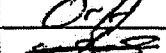
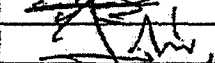
SUBCONTRACTOR: Helix Electric  
(Type or Print Name of Subcontractor)  
 By:  Andrew Rivera  
(Signature of Person Authorized to Sign for Subcontractor) Project Manager

The undersigned persons performing labor for said subcontractor represent, warrant and affirm by signing this affidavit that each person has been paid in full for all labor supplied to the above designated project through the Payment Period. Each of the undersigned further represents, warrants and affirms that there are no checks or other conditional instruments of payment that have not cleared the bank and payment has actually been received by each of the undersigned.

**IF YOU HAVE NOT BEEN PAID, DO NOT SIGN THIS AFFIDAVIT.**

The subcontractor and each of the undersigned indemnifies and agrees to defend for all costs, losses, fees and expenses incurred by Subcontractor in the event that any representation or warranty or affirmation in this Labor Payment Affidavit is untrue.

**NOTICE: THIS DOCUMENT IS A REPRESENTATION AND WARRANTY BY YOU THAT YOU HAVE BEEN PAID. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT.**

LABORER'S NAME	DATE	LABORER'S SIGNATURE
DWAYNE GARRISON	11-6-08	
BHN KISNER	11/6/08	
Alejandro Rodriguez	11/6/08	
Zach Osborn	11-6-08	
MATT LEACH	11-6-08	
Isaac Hernandez	11-6-08	
Jose Espitia	11-6-08	
Jose Valdez	11-6-08	



**Helix Electric**  
CONSTRUCTORS • ENGINEERS

**LETTER OF TRANSMITTAL**

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

- Shop Drawings
- Copy of Letter

- Attached
- Prints
- Change Order

Under separate cover via \_\_\_\_\_ the following items

- Plans
- Samples
- Submittals
- Specifications

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
- For your use
- As requested
- For review and comment
- FOR BIDS DUE \_\_\_\_\_ 20 \_\_\_\_\_
- Approved as submitted
- Approved as noted
- Returned for corrections
- Resubmit \_\_\_\_\_ copies for approval
- Submit \_\_\_\_\_ copies for distribution
- Return \_\_\_\_\_ corrected prints
- 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: \_\_\_\_\_



**Helix Electric**  
CONSTRUCTORS • ENGINEERS

JOB # 16713  
FILE # 1  
OTHER \_\_\_\_\_

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	178,678.10
	Inv #16713-013R1	170,491.84
<b>TOTAL AMOUNT DUE</b>		<b>508,646</b>

Payment to B&P code section 7101.5 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

HELIX00632

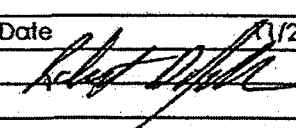
HELIX-TR-EX-508-037

JA003770



**PAYMENT REQUEST**

Subcontractor: Helix Electric	<b>CAMCO PACIFIC</b>
Subcontractor Address:	<b>CONSTRUCTION COMPANY INC.</b>
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
<b>MANHATTAN WEST</b>	
	From: 11/1/2008
Russell Road and 215 Bellway	
	To: 11/30/2008

Original Contract Amount		\$13,230,000.00
Camco Change Order No's (approved copies must be attached)		\$480,689.01
Revised Contract Amount		\$13,710,689.01
Work Completed to Date		
<u>42%</u> 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:
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HELIX00633

# APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

Page 1 of 2

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

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

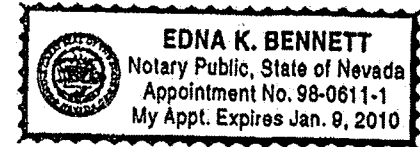
<b>1. PARTIAL CONTRACT SUM</b>	\$ 13,230,000.00
<b>2. Net change by Change Orders</b>	480,689.01
<b>3. CONTRACT SUM TO DATE (Line 1+2)</b>	\$ 13,710,689.01
<b>4. TOTAL COMPLETED &amp; STORED TO DATE</b>	\$ 5,900,878.69
<i>(Column G on G703)</i>	
<b>5. RETAINAGE:</b>	
a. 10% of Completed Work <i>(Column D + E on G703)</i>	\$ 586,592.87
b. 10% of Stored Material <i>(Column F on G703)</i>	\$ 3,475.00
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$ 590,067.87
<b>6. TOTAL EARNED LESS RETAINAGE</b>	\$ 5,310,610.82
<i>(Line 4 less Line 5 Total)</i>	
<b>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT</b>	\$ 5,151,135.14
<i>(Line 6 from prior Certificate)</i>	
<b>8. CURRENT PAYMENT DUE</b>	\$ 159,475.68
<b>9. BALANCE TO FINISH, PLUS RETAINAGE</b>	\$ 8,400,078.19
<i>(Line 3 less Line 6)</i>	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total Approved this Month		
<b>TOTALS:</b>	-	-
<b>NET CHANGES by Change Order</b>	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: Robert D Johnson Date: 11/20/08  
 By: 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



## 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.

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# CONTINUATION SHEET

AIA DOCUMENT G703

Page 2 of 2

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:

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		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
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
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	Underlab 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%	3,650.00	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	-

JA003773

HELIX00635

HELIX-TR-EX-508-040

**IN THE SUPREME COURT OF THE STATE OF NEVADA**

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**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.

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**JOINT APPENDIX**  
**VOLUME 61**

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*Attorneys for Respondent*

**CHRONOLOGICAL APPENDIX OF EXHIBITS**

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
06-24-09	<b>Helix Electric’s Statement of Facts Constituting Lien and Third-Party Complaint</b>	<b>JA000001- JA000015</b>	<b>1</b>
<b>08-05-09</b>	<b>APCO’s Answer to Helix’s Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint</b>	<b>JA000016 – JA000030</b>	<b>1</b>
<b>04-26-10</b>	<b>CAMCO and Fidelity’s Answer and CAMCO’s Counterclaim</b>	<b>JA000031- JA000041</b>	<b>1</b>
<b>07-02-10</b>	<b>Order Striking Defendant Gemstone Development West, Inc.’s Answer and Counterclaim and Entering Default</b>	<b>JA000042- JA000043</b>	<b>1</b>
<b>06-06-13</b>	<b>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</b>	<b>JA000044- JA000054</b>	<b>1</b>
	Exhibit 1 – Affidavit of Randy Nickerl in Support of (1) APCO’s Limited Motion to Lift Sta for Purposes of this Motion Only; (2) APCO’s Motion for Judgment Against Gemstone Only	<b>JA000055- JA000316</b>	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	<b>JA000317- JA000326</b>	<b>6</b>

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
06-13-13	<b>Docket Entry and Minute Order Granting APCO's Motion for Summary Judgment Against Gemstone</b>	JA000327	6
08-02-17	<b>Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements and <i>Ex Parte</i> Application for Order Shortening Time</b>	JA000328- JA000342	6
	Exhibit 1 – APCO Construction's Answers to Helix Electric of Nevada, LLC's First Request for Interrogatories	JA000343- JA000379	6
	Exhibit 2 – Camco Pacific Construction Company, Inc.'s Responses to Helix Electric of Nevada, LLC's Interrogatories	JA000380- JA000392	6
08-21-17	<b>APCO Construction's Opposition to Peel Brimley Lien Claimants' Partial Motion for Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements</b>	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	<b>Peel Brimley Lien Claimants' Reply to Oppositions to Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements</b>	JA000413- JA000418	7
11-06-17	<b>Peel Brimley Lien Claimants' Motion in Limine Nos. 1-6</b>	JA000419- JA000428	7

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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Exhibit 3 - Excerpts from Brian Benson Deposition Transcript taken June 5, 2017	JA000559 JA000574	9
	Exhibit 4 – Excerpts from Mary Jo Allen’s Deposition Transcript taken July 18, 2017	JA000575- JA000589	9
<b>11-06-17</b>	<b>APCO Construction, Inc.’s Omnibus Motion <i>in Limine</i></b>	<b>JA000590 JA000614</b>	<b>9</b>
	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



<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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
<b>11-14-17</b>	<b>Camco Pacific Construction Company, Inc.’s Opposition to Lien Claimants’ Motions in Limine Nos. 1-6</b>	<b>JA000898- JA000905</b>	<b>12</b>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
<b>11-14-17</b>	<b>APCO Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC's Motions in <i>Limine</i> Nos. 1-4</b>	<b>JA000929- JA000940</b>	<b>13/14</b>
	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
<b>11-14-17</b>	<b>Helix Electric of Nevada's Opposition to APCO Construction's Omnibus Motion in <i>Limine</i></b>	<b>JA000994- JA001008</b>	<b>20</b>
	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
<b>11-15-17</b>	<b>APCO Construction, Inc.'s Reply in Support of its Omnibus Motion in <i>Limine</i></b>	<b>JA001133 JA001148</b>	<b>21</b>

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Exhibit 1 – Special Master Report Regarding Discovery Status	JA001149- JA001151	21
	Exhibit 2 – Notice of Taking NRCB Rule 30(b)(6) Deposition of the Person Most Knowledgeable for Zitting Brothers Construction, Inc.	JA001152- JA001160	21
<b>12-29-17</b>	<b>Notice of Entry of Order Granting Peel Brimley Lien Claimants’ Motion in Limine 1-6</b>	<b>JA001161- JA001169</b>	<b>22</b>
<b>12-29-17</b>	<b>Notice of Entry of Order Granting in Part and Denying in Part Helix Electric of Nevada, LLC’s Motion in Limine 1-4</b>	<b>JA001170- JA001177</b>	<b>22</b>
<b>12-29-17</b>	<b>Notice of Entry of Order Granting in Part and Denying in Part APCO Construction’s Omnibus Motion in Limine</b>	<b>JA001178- JA001186</b>	<b>22</b>
<b>01-03-18</b>	<b>Notice of Entry of Order Granting Peel Brimley Lien Claimants’ Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements</b>	<b>JA001187- JA001198</b>	<b>22</b>
<b>01-04-18</b>	<b>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</b>	<b>JA001199- JA001217</b>	<b>22</b>
	Exhibit 1 – Subcontract Agreement (Helix Electric of Nevada, LLC)	JA001218- JA001245	22/23/24
	Exhibit 2 – Subcontract Agreement (Zitting Brothers)	JA001246- JA001263	24

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Exhibit 3 – Subcontract Agreement (CabineTec)	JA001264- JA001281	24/25
	Exhibit 4 – Amended Notice of Lien	JA001282- JA001297	25
	Exhibit 5 - Amended NOL	JA001298- JA001309	25
	Exhibit 6 – Notice of Lien	JA001310- JA001313	25
	Exhibit 7 – Order Approving Sale of Property	JA001314- JA001376	25/26
	Exhibit 8 – Order Releasing Sale Proceeds from Court Controlled Escrow Account	JA001377- JA001380	26
	Exhibit 9 – Order Denying <i>En Banc</i> Reconsideration	JA001381- JA001385	26
	Exhibit 10 – Order Granting Peel Brimley Lien Claimants’ Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA001386- JA001392	26
	Exhibit 11 – Notice of Entry of Findings of Fact and Conclusions of Law and Judgment	JA001393- JA001430	26
	Exhibit 12 – Order Big D Construction Corp.’s Motion for Attorney’s Fees, Costs and Interest Pursuant to Judgment	JA001431- JA001435	26
	Exhibit 13 – Appellant’s Opening Brief (Padilla v. Big D)	JA001436- JA001469	26
	Exhibit 14 – Respondent’s Answering Brief	JA001470- JA001516	26/27
	Exhibit 15 – Appellant’s Reply Brief (Padilla v. Big D)	JA001517- JA001551	27
<b>01-09-18</b>	<b>Peel Brimley Lien Claimants’ Opposition to APCO Construction’s Motion for Reconsideration of Order</b>	<b>JA001552- JA001560</b>	<b>27</b>

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	<b>Granting Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements</b>		
<b>01-10-18</b>	<b>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</b>	<b>JA001561- JA001573</b>	<b>27</b>
<b>01-12-18</b>	<b>Joint Pre-Trial Memorandum [for APCO Construction, Inc., the Peel Brimley Lien Claimants and National Wood Products, LLC ONLY]</b>	<b>JA001574- JA001594</b>	<b>27/28</b>
	Exhibit 1 – Exhibit List APCO	JA001595- JA001614	28
	Exhibit 2 – Helix Trial Exhibits	JA001615- JA001616	28
	Exhibit 3 – Exhibit List Plaintiff in Intervention National Wood Products, Inc.	JA001617- JA001635	28
	Exhibit 4 – Cactus Rose Trial Exhibits	JA001636- JA001637	28
	Exhibit 5 – Heinaman Trial Exhibits	JA001638- JA001639	28
	Exhibit 6 – Fast Glass Trial Exhibits	JA001640- JA001641	28
	Exhibit 7 – SWPPP Trial Exhibits	JA001642- JA001643	28
	Exhibit 8 - Order Granting in Part and Denying in Part APCO Construction's Omnibus Motion <i>in Limine</i>	JA001644- JA001647	28

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Exhibit 9 - Amended <i>nunc pro tunc</i> order regarding APCO Construction, Inc.'s Omnibus Motion <i>in Limine</i> No. 7	JA001648- JA001650	28
	Exhibit 10 - Order Granting in Part and Denying in part Helix Electric of Nevada, LLC's Motions <i>in Limine</i> 1-4 (Against APCO Construction)	JA001651- JA001653	28
	Exhibit 11 - order granting Peel Brimley Lien Claimants' Motion in Limine Nos.1-6 (against Camco Pacific Construction, Inc.)	JA001654- JA001657	28
	Exhibit 12 - Order Granting Plaintiff in Intervention, National Wood Products, Inc.'s Motion <i>in Limine</i>	JA001658- JA001660	28
	Exhibit 13 - Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA001661- JA00167	28/9/29
<b>01-17-18</b>	<b>Transcript Bench Trial (Day 1)<sup>1</sup></b>	<b>JA001668- JA001802</b>	<b>29/30</b>
	Trial Exhibit 1 - Grading Agreement ( <i>Admitted</i> )	JA001803- JA001825	30
	Trial Exhibit 2 – APCO/Gemstone General Construction Agreement ( <i>Admitted</i> )	JA001826- JA001868	30
	Trial Exhibit 3 - Nevada Construction Services /Gemstone Cost Plus/GMP Contract Disbursement Agreement ( <i>Admitted</i> )	JA001869- JA001884	30

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<sup>1</sup> Filed January 31, 2018

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 4 - APCO Pay Application No. 9 Submitted to Gemstone ( <i>Admitted</i> )	JA001885- JA001974	30/31/32
	Trial Exhibit 5 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work ( <i>Admitted</i> )	JA001975- JA001978	32
	Trial Exhibit 6 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work ( <i>Admitted</i> )	JA001979- JA001980	32
	Trial Exhibit 10 - Letter from J. Barker to A. Edelstein Re: Notice of Intent to Stop Work (Second Notice) ( <i>Admitted</i> )	JA001981- JA001987	32
	Trial Exhibit 13 - Letter from A. Edelstein to Re. Nickerl Re: Termination for Cause (Gemstone) ( <i>Admitted</i> )	JA001988- JA002001	32
	Trial Exhibit 14 - Letter from W. Gochmour to Sean Thueson Re: [APCO's] Response to [Gemstone's] Termination for Cause ( <i>Admitted</i> )	JA002002- JA002010	33
	Trial Exhibit 15 - Letter from R. Nickerl to A. Edelstein Re: 48-Hour Notices ( <i>Admitted</i> )	JA002011- JA002013	33
	Trial Exhibit 16 - Email from J. Horning to A. Berman and J. Olivares re: Joint Checks ( <i>Admitted</i> )	JA002014	33
	Trial Exhibit 23 - APCO Subcontractor Notice of Stopping Work and Letter from J. Barker to A. Edelstein Re: Notice of Stopping Work and Notice of Intent to Terminate Contract ( <i>Admitted</i> )	JA002015- JA002016	33

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 24 - Letter from R. Nickerl to Clark County re: Notification of APCO's withdrawal as General Contractor of Record ( <i>Admitted</i> )	JA002017- JA002023	33
	Trial Exhibit 26 - Email from J. Gisondo to Subcontractors re: June checks ( <i>Admitted</i> )	JA002024	34
	Trial Exhibit 27 - Letter from A. Edelstein to R. Nickerl re: June Progress Payment ( <i>Admitted</i> )	JA002025- JA002080	34
	Trial Exhibit 28 - Letter from J. Barker to A. Edelstein Re: Termination of Agreement for GMP ( <i>Admitted</i> )	JA002081	34
	Trial Exhibit 31 - Transmission of APCO's Pay Application No. 11 as Submitted to Owner ( <i>Admitted</i> )	JA002082- JA002120	34/35
	Trial Exhibit 45 - Subcontractor Agreement ( <i>Admitted</i> )	JA002121- JA002146	35
	Trial Exhibit 162 - Amended and Restated General Construction Agreement between Gemstone and CAMCO ( <i>Admitted</i> )	JA002147- JA002176	35/36
	Trial Exhibit 212 - Letter from Edelstein to R. Nickerl re: NRS 624 Notice ( <i>Admitted</i> )	JA002177- JA002181	36
	Trial Exhibit 215 - Email from C. Colligan to Subcontractors re: 48-hour Termination Notice ( <i>Admitted</i> )	JA002182- JA002185	36
	Trial Exhibit 216 - Email from C. Colligan re: Meeting with Subcontractors ( <i>Admitted</i> )	JA002186- JA002188	36
	Trial Exhibit 506 – Email and Contract Revisions ( <i>Admitted</i> )	JA002189 – JA002198	36



<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>	
01-18-18	<b>Stipulation and Order Regarding Trial Exhibit Admitted into Evidence</b>	<b>JA002199- JA002201</b>	<b>36</b>	
	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	
	<b>APCO TRIAL EXHIBITS:</b>			
	<b>APCO Related Exhibits:</b>			
	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		

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 29 - Email from J. Robbins to Subcontractors re: Billing Cut-Off for August Billing	JA002285	39
	Trial Exhibit 30 - Camco Pay Application No. 11 NCS-Owner Approved with NCS Draw Request	JA002286- 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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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
	<b>HELIX Related Exhibits:</b>		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

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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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
	<b>Zitting Brothers Related Exhibits:</b>		
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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
	<b>National Wood Products Related Exhibits:</b>		
	Trial Exhibit 160 - Documents provided for settlement	JA002599- JA002612	46
	<b>CAMCO Related Exhibits:</b>		
	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
	<b>Helix Related Exhibits:</b>		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



<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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
	<b>National Wood/Cabinetec Related Exhibits:</b>		
	Trial Exhibit 184 - Ratification and Amendment of Subcontract Agreement between CabineTec and Camco (fully executed copy)	JA002798- JA002825	49
	<b>General Related Exhibits:</b>		
	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
	<b>Helix Trial Exhibits:</b>		
	Trial Exhibit 501 - Payment Summary	JA003339 – JA003732	55/56/57 /58/59/60
	Trial Exhibit 508 – Helix Pay Application	JA003733- JA003813	60/61

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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
<b>01-19-18</b>	<b>Order Denying APCO Construction's Motion for Reconsideration of Order Granting Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements</b>	<b>JA005282- JA005283</b>	<b>78</b>
<b>01-18-18</b>	<b>Transcript – Bench Trial (Day 2)<sup>2</sup></b>	JA005284- JA005370	78
	Trial Exhibit 535 – Deposition Transcript of Andrew Rivera (Exhibit 99) ( <i>Admitted</i> )	JA005371- JA005623	78/79/80
<b>01-19-18</b>	<b>Transcript – Bench Trial (Day 3)<sup>3</sup></b>	JA005624- JA005785	80
	Trial Exhibit 231 – Helix Electric's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint ( <i>Admitted</i> )	JA005786- JA005801	80
	Trial Exhibit 314 - Declaration of Victor Fuchs in support of Helix's Motion for Partial Summary Judgment against Gemstone ( <i>Admitted</i> )	JA005802- JA005804	80

<sup>2</sup> Filed January 31, 201879

<sup>3</sup> Filed January 31, 2018

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 320 – June-August Billings—not paid to APCO ( <i>Admitted</i> )	JA005805	80
	Trial Exhibit 321 – Overpayments to Cabinetec ( <i>Admitted</i> )	JA005806-	80
	Trial Exhibit 536 – Lien math calculations (handwritten) ( <i>Admitted</i> )	JA005807- JA005808	80
	Trial Exhibit 804 – Camco Correspondence ( <i>Admitted</i> )	JA005809- JA005816	80
	Trial Exhibit 3176 – APCO Notice of Lien ( <i>Admitted</i> )	JA005817- JA005819	81
<b>01-24-18</b>	<b>Transcript – Bench Trial (Day 5)<sup>4</sup></b>	<b>JA005820- JA005952</b>	81
<b>03-08-18</b>	<b>Letter to Judge Denton submitting Helix Electric of Nevada, LLC’s (Proposed) Findings of Fact and Conclusions of Law</b>	<b>JA005953- JA005985</b>	<b>81</b>
<b>03-08-18</b>	<b>Letter to Judge Denton submitting APCO Construction, Inc.’s Proposed Findings of Fact and Conclusions of Law</b>	<b>JA005986- JA006058</b>	<b>8/821</b>
<b>03-08-18</b>	<b>APCO Construction Inc.’s Post-Trial Brief</b>	<b>JA006059- JA006124</b>	<b>82/83</b>
<b>03-23-18</b>	<b>APCO Opposition to Helix Electric of Nevada, LLC’s Findings of Fact and Conclusions of Law</b>	<b>JA006125- JA006172</b>	<b>83/84</b>
<b>03-23-18</b>	<b>Helix Electric of Nevada, LLC’s Responses to APCO Construction’s Post-Trial Brief</b>	<b>JA006173- JA006193</b>	<b>84</b>
<b>04-25-18</b>	<b>Findings of Fact and Conclusions of Law and Order as the Claims of Helix Electric and Cabinetec Against APCO</b>	<b>JA006194- JA006264</b>	<b>84/85</b>

<sup>4</sup> Filed January 31, 201883

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
<b>05-08-18</b>	<b>APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.</b>	<b>JA006265- JA006284</b>	<b>85</b>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Exhibit 7B – Time Recap	JA006443- JA006474	88
	Exhibit 8 – Declaration of Cody S. Munteer, 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
<b>05-08-18</b>	<b>Helix Electric of Nevada, LLC’s Motion to Retax Costs Re: Defendant APCO Construction’s Memorandum of Costs and Disbursements</b>	<b>JA006509- JA006521</b>	<b>89</b>
<b>05-31-18</b>	<b>Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC Against Camco Construction, Co., Inc.]</b>	<b>JA006522 JA006540</b>	<b>89</b>
<b>06-01-18</b>	<b>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.]</b>	<b>JA006541 JA006550</b>	<b>90</b>
<b>06-01-18</b>	<b>Helix Electric of Nevada, LLC’s Motion for Attorneys’ Fees, Interest and Costs</b>	<b>JA006551- JA006563</b>	<b>90</b>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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
<b>06-15-18</b>	<b>APCO Construction, Inc.’s Opposition to Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.’s Motions to Retax Costs</b>	<b>JA006615- JA006637</b>	<b>90/91</b>
	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
<b>06-15-18</b>	<b>Helix Electric of Nevada, LLC’s Opposition to APCO Construction’s Motion for Attorneys’ Fees and Costs</b>	<b>JA006917 – JA006942</b>	<b>96</b>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
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	Exhibit 3 – Supreme Court filing notification Joint Petition for Writ of Mandamus filed	JA006955- JA006958	96
	Exhibit 4 – Order Denying <i>En Banc</i> 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 <i>in Limine</i>	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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<b>06-15-18</b>	<b>Declaration of S. Judy Hirahara in support of National Woods’s Opposition to APCO Construction’s Motion for Attorneys’ Fees and Costs</b>	<b>JA007121- JA007189</b>	<b>98</b>
<b>06-18-18</b>	<b>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</b>	<b>JA007190- JA007192</b>	<b>99</b>
<b>06-21-18</b>	<b>Helix Electric of Nevada, LLC’s Notice of Non-Opposition to its Motion for Attorney’s Fees, Interest and Costs</b>	<b>JA007193- JA007197</b>	<b>99</b>
<b>06-29-18</b>	<b>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.</b>	<b>JA007198- JA007220</b>	<b>99</b>
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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
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
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<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
<b>08-06-19</b>	<b>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</b>	<b>JA007316- JA007331</b>	<b>101</b>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
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	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 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
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	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
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	Exhibit 10U – APCO Construction's Answer to WRG Design Inc.'s amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008468- JA008483	111
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	Exhibit 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
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	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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	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



<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
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	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
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	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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<b>08-16-19</b>	<b>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</b>	<b>JA008811- JA008821</b>	<b>114</b>
	Exhibit 1 – Order to File Amended Docketing Statement	JA008822- JA008824	114
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	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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	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
<b>08-29-19</b>	<b>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)</b>	<b>JA009117- JA009123</b>	<b>119</b>

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	<b>Dismiss All Unresolved Claims and/or (III) In The Alternative for a Rule 54(B) Certification as to Helix and APCO</b>		
<b>01-03-20</b>	<b>Notice of Entry of Order Granting Helix Electric of Nevada, LLC's Motion for Rule 54(b) Certification</b>	<b>JA009124- JA009131</b>	<b>119</b>
<b>01-29-20</b>	<b>Notice of Appeal</b>	<b>JA009132- JA009136</b>	<b>119/120</b>
	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
<b>02-11-20</b>	<b>Case Appeal Statement</b>	<b>JA009157- JA009163</b>	120
<b>02-11-20</b>	<b>APCO's Notice of Cross Appeal</b>	<b>JA009164- JA010310</b>	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

**ALPHABETICAL APPENDIX OF EXHIBITS**

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<b>08-05-09</b>	<b>APCO's Answer to Helix's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint</b>	<b>JA000016 – JA000030</b>	<b>1</b>
<b>05-08-18</b>	<b>APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.</b>	<b>JA006265- JA006284</b>	<b>85</b>
	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. Mounter, 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
<b>06-06-13</b>	<b>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</b>	<b>JA000044- JA000054</b>	<b>1</b>
	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
<b>02-11-20</b>	<b>APCO’s Notice of Cross Appeal</b>	<b>JA009164- JA010310</b>	<b>120</b>
	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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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
<b>11-06-17</b>	<b>APCO Construction, Inc.'s Omnibus Motion in Limine</b>	<b>JA000590 JA000614</b>	<b>9</b>
	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



<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	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
<b>03-23-18</b>	<b>APCO Opposition to Helix Electric of Nevada, LLC’s Findings of Fact and Conclusions of Law</b>	<b>JA006125- JA006172</b>	<b>83/84</b>
<b>08-16-19</b>	<b>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</b>	<b>JA008811- JA008821</b>	<b>114</b>
	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 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
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	Exhibit 12 – Notice of Entry of Decision, Order and Judgment on Defendant Scott Financial Corporation’s Motion for Summary Judgment as to Priority of Liens	JA009025- JA009038	118
	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
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	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
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	Exhibit 10GG – HD Supply Waterworks’ Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008625- JA008642	112
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<b>06-15-18</b>	<b>Helix Electric of Nevada, LLC’s Opposition to APCO Construction’s Motion for Attorneys’ Fees and Costs</b>	<b>JA006917 – JA006942</b>	<b>96</b>
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	Exhibit 6C – Zitting Brothers Construction, Inc.’s Response to Special Master Questionnaire	JA006985- JA006993	96/97
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	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
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<b>03-23-18</b>	<b>Helix Electric of Nevada, LLC's Responses to APCO Construction's Post-Trial Brief</b>	<b>JA006173- JA006193</b>	<b>84</b>
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<b>01-12-18</b>	<b>Joint Pre-Trial Memorandum [for APCO Construction, Inc., the Peel Brimley Lien Claimants and National Wood Products, LLC ONLY]</b>	<b>JA001574- JA001594</b>	<b>27/28</b>
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	Exhibit 12 - Order Granting Plaintiff in Intervention, National Wood Products, Inc.'s Motion <i>in Limine</i>	JA001658- JA001660	28
	Exhibit 13 - Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA001661- JA00167	28/9/29
<b>03-08-18</b>	<b>Letter to Judge Denton submitting APCO Construction, Inc.'s Proposed Findings of Fact and Conclusions of Law</b>	<b>JA005986- JA006058</b>	<b>8/821</b>
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<b>01-04-18</b>	<b>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</b>	<b>JA001199- JA001217</b>	<b>22</b>
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	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
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<b>01-29-20</b>	<b>Notice of Appeal</b>	<b>JA009132- JA009136</b>	<b>119/120</b>
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	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
<b>05-31-18</b>	<b>Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC Against Camco Construction, Co., Inc.]</b>	<b>JA006522 JA006540</b>	<b>89</b>
<b>06-01-18</b>	<b>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.]</b>	<b>JA006541 JA006550</b>	<b>90</b>
<b>09-28-18</b>	<b>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</b>	<b>JA007281- JA007299</b>	<b>100</b>
<b>12-29-17</b>	<b>Notice of Entry of Order Granting in Part and Denying in Part APCO Construction's Omnibus Motion <i>in Limine</i></b>	<b>JA001178- JA001186</b>	<b>22</b>
<b>07-02-18</b>	<b>Notice of Entry of Order Granting Helix Electric of Nevada, LLC's Motion for Attorneys' Fees, Interest and Costs</b>	<b>JA007238- JA007245</b>	<b>100</b>
<b>01-03-20</b>	<b>Notice of Entry of Order Granting Helix Electric of Nevada, LLC's Motion for Rule 54(b) Certification</b>	<b>JA009124- JA009131</b>	<b>119</b>

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
01-03-18	Notice of Entry of Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA001187- JA001198	22
12-29-17	Notice of Entry of Order Granting in Part and Denying in Part Helix Electric of Nevada, LLC's Motion <i>in Limine</i> 1-4	JA001170- JA001177	22
12-29-17	Notice of Entry of Order Granting Peel Brimley Lien Claimants' Motion <i>in Limine</i> 1-6	JA001161- JA001169	22
01-19-18	Order Denying APCO Construction's Motion for Reconsideration of Order Granting Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA005282- JA005283	78
07-12-19	Order Dismissing Appeal (Case No. 76276)	JA007332- JA007334	101
07-02-10	Order Striking Defendant Gemstone Development West, Inc.'s Answer and Counterclaim and Entering Default	JA000042- JA000043	1
08-02-17	Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements and <i>Ex Parte</i> Application for Order Shortening Time	JA000328- JA000342	6
	Exhibit 1 – APCO Construction's Answers to Helix Electric of Nevada, LLC's First Request for Interrogatories	JA000343- JA000379	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 <i>in Limine</i> Nos. 1-6	JA000419- JA000428	7
	Exhibit 1 – Notice of Entry of Order	JA000429	7

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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	to APCO Construction's Motion for Attorneys' Fees and Costs		
06-15-18	Plaintiff in Intervention National Wood Products, Inc.'s Opposition to APCO Construction's Motion for Attorneys' Fees and Costs	JA007095- JA007120	97/98
07-19-18	Plaintiff-in-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
	<b>APCO TRIAL EXHIBITS:</b>		
	<b>APCO Related Exhibits:</b>		
	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

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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibits 37 and 131 -Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002317- JA002318	40
	Trial Exhibits 38 and 132 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002319- JA002320	41
	Trial Exhibit 39 -Email from K. Costen to Subcontractors informing that Manhattan West Project no longer open	JA002321- JA002322	41
	Trial Exhibit 40- Letter from D. Parry to Subcontractors Re: Funding Withdrawn	JA002323 JA002326	41
	<b>HELIX Related Exhibits:</b>		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

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



<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 68 -Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002437- JA002438	43
	Trial Exhibit 69 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002439- JA002440	43
	Trial Exhibit 70 - Photo re: Building 8 & 9, South (No exterior fixtures installed. Helix billed out 90%)	JA002441- JA002442	43
	Trial Exhibit 71 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002443- JA002444	43
	Trial Exhibit 72 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002445- JA002446	43
	Trial Exhibit 73 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002447- JA002448	43
	Trial Exhibit 74 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002448- JA002449	43
	Trial Exhibit 75 - Unconditional Release re: Pay Application No. 16713-011R1 with Proof of Payment	JA002450- JA002456	43
	Exhibit 77 - Helix Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA002457- JA002494	43
	<b>Zitting Brothers Related Exhibits:</b>		
	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

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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 120 - Tri-City Drywall Pay Application No. 7 to APCO as submitted to Owner. Show percentage complete for Zitting	JA002572- JA002575	44/45
	Trial Exhibit 127 - Photo of Video (Construction Project)	JA002576- JA002577	45/46
	Trial Exhibit 128 - Photo of Video (Construction Project)	JA002578- JA002579	46
	Trial Exhibit 129 - Photo of Video (Construction Project)	JA002580- JA002581	46
	Trial Exhibit 138 - Memo from Scott Financial to Nevada State Contractors Board Re: Explanation of Project Payment Process	JA002582- JA002591	46
	Trial Exhibit 152 -Terms & Conditions modified by APCO, Invoices and Check Payment	JA002592- JA002598	46
	<b>National Wood Products Related Exhibits:</b>		
	Trial Exhibit 160 - Documents provided for settlement	JA002599- JA002612	46
	<b>CAMCO Related Exhibits:</b>		
	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
	<b>Helix Related Exhibits:</b>		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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 171 - Work Order No. 100	JA002714- JA002718	48
	Trial Exhibit 172 - Letter from J. Griffith to Victor Fuchs Re: Gemstone's intention to continue retention of Helix w/copy of Ratification and Amendment of Subcontract Agreement	JA002719- JA002730	48
	Trial Exhibit 173 - Helix Pay Application No. 16713-012 to Camco with proof of payment	JA002731- JA002745	48
	Trial Exhibit 174 - Helix Change Order Request No. 28	JA002746- JA002747	48
	Trial Exhibit 175 - Change Notice No. 41	JA002748- JA002751	48
	Trial Exhibit 176 - Helix Pay Application No. 16713-013 to Camco	JA002752- JA002771	48/49
	Trial Exhibit 177 - Helix Pay Application No. 16713-014 to Camco	JA002772- JA002782	49
	Trial Exhibit 178 - Camco's letter to Helix rejecting Pay Application No. 16713-015 with attached copy of Pay Application	JA002783 JA002797	49
	<b>National Wood/Cabinetec Related Exhibits:</b>		
	Trial Exhibit 184 - Ratification and Amendment of Subcontract Agreement between CabineTec and Camco (fully executed copy)	JA002798- JA002825	49
	<b>General Related Exhibits:</b>		
	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
	<b>Helix Trial Exhibits:</b>		

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

<sup>5</sup> Filed January 31, 2018

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

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 162 - Amended and Restated General Construction Agreement between Gemstone and CAMCO ( <i>Admitted</i> )	JA002147- JA002176	35/36
	Trial Exhibit 212 - Letter from Edelstein to R. Nickerl re: NRS 624 Notice ( <i>Admitted</i> )	JA002177- JA002181	36
	Trial Exhibit 215 - Email from C. Colligan to Subcontractors re: 48-hour Termination Notice ( <i>Admitted</i> )	JA002182- JA002185	36
	Trial Exhibit 216 - Email from C. Colligan re: Meeting with Subcontractors ( <i>Admitted</i> )	JA002186- JA002188	36
	Trial Exhibit 506 – Email and Contract Revisions ( <i>Admitted</i> )	JA002189 – JA002198	36
<b>01-18-18</b>	<b>Transcript – Bench Trial (Day 2)<sup>6</sup></b>	JA005284- JA005370	78
	Trial Exhibit 535 – Deposition Transcript of Andrew Rivera (Exhibit 99) ( <i>Admitted</i> )	JA005371- JA005623	78/79/80
<b>01-19-18</b>	<b>Transcript – Bench Trial (Day 3)<sup>7</sup></b>	JA005624- JA005785	80
	Trial Exhibit 231 – Helix Electric’s Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint ( <i>Admitted</i> )	JA005786- JA005801	80
	Trial Exhibit 314 - Declaration of Victor Fuchs in support of Helix’s Motion for Partial Summary Judgment against Gemstone ( <i>Admitted</i> )	JA005802- JA005804	80
	Trial Exhibit 320 – June-August Billings—not paid to APCO ( <i>Admitted</i> )	JA005805	80
	Trial Exhibit 321 – Overpayments to Cabinetec ( <i>Admitted</i> )	JA005806-	80

<sup>6</sup> Filed January 31, 201879

<sup>7</sup> Filed January 31, 2018

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

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<sup>8</sup> Filed January 31, 2018



A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
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	8,500.00
91	Underslab Branch Conduit & Wire	68,000.00	64,500.00	-	-	64,500.00	95%	3,600.00	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	87,250.00	9,250.00	-	78,500.00	80%	19,000.00	7,850.00
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	96%	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

JA003774

HELIX00636

HELIX-TR-EX-508-041

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETE		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
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
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	80,250.00			80,250.00	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	78,750.00	13,600.00		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	8,675.00
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	6,775.00
110	9th Floor Device and Fixture Trim	6,000.00	-			-		6,000.00	-
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	-

HELIX00637

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETE		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
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	78,000.00	.	.	.	.	.	78,000.00	.
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	84,000.00	.	.	.	.	.	84,000.00	.
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Original Contract Totals		13,230,000.00	6,388,069.61	125,625.00	34,750.00	6,528,444.61	42%	7,701,555.39	552,844.46

HELIX00638

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	CHANGE ORDERS								
206	CO#1-Contract Adjustment (Inc. above)					-		-	-
207	CO#2-Apoo 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-Delata Utility Subs Phase I	(15,000.00)	(15,000.00)			(15,000.00)	100%	-	(1,500.00)
211	CO#6-Delata 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	42,894.00	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	25,539.01	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	53,766.00	48,577.40	5,178.60		53,766.00	100%	-	5,975.60
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									
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237									
	Total Change Orders	480,889.01	355,413.88	16,820.20		372,234.08	77%	108,454.93	37,223.41
	Total Revised Contract	13,710,889.01	5,723,483.49	142,445.20	34,750.00	5,900,878.89	43%	7,810,010.32	590,087.87

**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

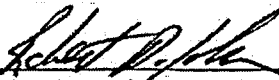
Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice 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

HELIX00640



**Helix Electric**  
 CONSTRUCTORS • ENGINEERS

## LETTER OF TRANSMITTAL

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

ATTN: Attn: Yvonne Farren

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

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

Received by: \_\_\_\_\_

PO#  
 FX# (702) 450-8227

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**LABOR PAYMENT AFFIDAVIT**

JOB # 16713

FILE # 1

Property Name: Manhattan West

OTHER Emailed  
Olivero

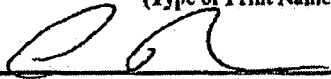
Property Location: 9255 W Russell Road Las Vegas, NV 89148

Undersigned's Customer: Camco Pacific

Payment Period Through: November 30, 2008

The undersigned subcontractor declares under penalty of perjury that the signatures appearing herein below constitute a complete list of all persons who have performed labor on behalf of the subcontractor for the project designated above during the specified period and whom the undersigned has paid for their labor performed on behalf of the subcontractor for said specified period, and provides the indemnity set forth below.

SUBCONTRACTOR: Helix Electric  
(Type or Print Name of Subcontractor)



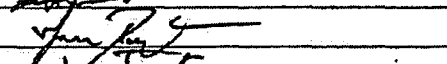
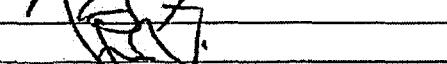
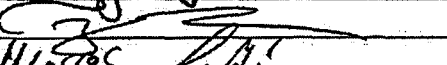
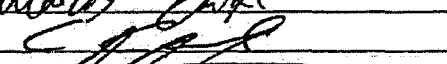
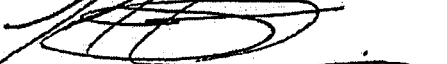


By:  Andrew Rivera  
(Signature of Person Authorized to Sign for Subcontractor) Project Manager

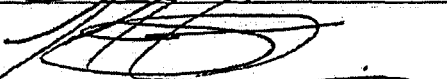
The undersigned persons performing labor for said subcontractor represent, warrant and affirm by signing this affidavit that each person has been paid in full for all labor supplied to the above designated project through the Payment Period. Each of the undersigned further represents, warrants and affirms that there are no checks or other conditional instruments of payment that have not cleared the bank and payment has actually been received by each of the undersigned.

**IF YOU HAVE NOT BEEN PAID, DO NOT SIGN THIS AFFIDAVIT.**

The subcontractor and each of the undersigned indemnifies and agrees to defend for all costs, losses, fees and expenses incurred by Subcontractor in the event that any representation or warranty or affirmation in this Labor Payment Affidavit is untrue.

**NOTICE: THIS DOCUMENT IS A REPRESENTATION AND WARRANTY BY YOU THAT YOU HAVE BEEN PAID. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT.**

LABORER'S NAME	DATE	LABORER'S SIGNATURE
Bridh Pullins	12-05-08	
MATT LEACH	12-05-08	
Alejandro Rodriguez	12-05-08	
Juan Diaz	12-05-08	
Santiago Idez	12-05-08	
Jose Valdez	12-05-08	
Zach Osborne	12-05-08	
Alfonso Cortez		
Christopher Card	12-05-08	

JOHN KRISNER 12/5/08 

DWAYNE CARLSON 12/5/08 

HELIX00642



DEC-18-2008 THU 03:01 PM

FAX NO.

P. 01/01

December 18, 2008

TO: Helix Electric  
ACCOUNTS RECEIVABLE

VIA FAX: 732-4386

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

HELIX-TR-EX-508-048

JA003781





**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

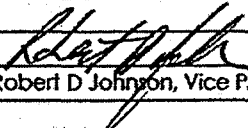
Pursuant to B&P code section 7101.5 a penalty of 2% per month of the amount owed, plus attorney's fees if required for collection, shall be assessed to this invoice for payments not received within 10 days of receipt of progress payments from owner.

3078 AE. Sunset Road, #8, Las Vegas, NV 89120 Tel (702) 732-1188 Fax (702) 732-4388  
Nevada Contractor's License #0053810

HELIX00644

**PAYMENT REQUEST**

Subcontractor: Helix Electric	<b>CAMCO PACIFIC</b>
Subcontractor Address:	<b>CONSTRUCTION COMPANY INC.</b>
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
<b>MANHATTAN WEST</b>	
	From: 12/1/2008
Russell Road and 215 Bellway	
	To: 12/15/2008

Original Contract Amount		\$13,230,000.00
Camco Change Order No's (approved copies must be attached)		\$694,529.01
Revised Contract Amount		\$13,924,529.01
Work Completed to Date		
<u>42%</u> 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:
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HELIX00645

# APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

Page 1 of 2

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

<b>1. PARTIAL CONTRACT SUM</b>	\$ 13,230,000.00
<b>2. Net change by Change Orders</b>	694,529.01
<b>3. CONTRACT SUM TO DATE (Line 1+2)</b>	\$ 13,924,529.01
<b>4. TOTAL COMPLETED &amp; STORED TO DATE</b> (Column G on G703)	\$ 6,150,462.36
<b>5. RETAINAGE:</b>	
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
<b>6. TOTAL EARNED LESS RETAINAGE</b> (Line 4 less Line 5 Total)	\$ 5,535,416.12
<b>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT</b> (Line 6 from prior Certificate)	\$ 5,310,610.82
<b>8. CURRENT PAYMENT DUE</b>	\$ 224,805.30
<b>9. BALANCE TO FINISH, PLUS RETAINAGE</b> (Line 3 less Line 8)	\$ 8,389,112.89

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total Approved this Month		
<b>TOTALS</b>	-	-
<b>NET CHANGES by Change Order</b>	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: Robert D Johnson Date: 12/15/08  
 By: Robert D Johnson  
 Robert D Johnson, Vice President

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



## 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.

HELIX00646

CONTINUATION SHEET

AIA DOC G702

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, Contract Administration

APPLICATION NUMBER: 18713-015

Contractor's signed Certification is attached.

APPLICATION DATE: 12/15/2008

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

PERIOD TO: 12/15/2008

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

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	ELECTRICAL ENGINEERING	155,000.00	90,366.81			90,366.81	58%	64,633.39	9,036.88
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	67,000.00	-			-		67,000.00	-
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%	-	2,600.00
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%	-	2,600.00
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 (32 units)								
45	Light Fixture Package	78,000.00	-			-		78,000.00	-

HELIX00647

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		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
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
46	Distribution Package	70,000.00	-	-	-	-	-	70,000.00	-
47	Low Voltage Systems (FA, CCTV, CA, etc)	40,000.00	-	-	-	-	-	40,000.00	-
48	Underlab 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	66,000.00	-	-	-	-	-	66,000.00	-
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	66,000.00	-	-	-	-	-	66,000.00	-
57	4th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
58	BUILDING #5-TYPE I (76 units)	-	-	-	-	-	-	-	-
59	Light Fixture Package	108,000.00	-	-	-	-	-	108,000.00	-
60	Distribution Package	83,000.00	-	-	-	-	-	83,000.00	-
61	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	-	-	-	-	-	50,000.00	-
62	Underlab 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	76,000.00	-	-	-	-	-	76,000.00	-
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	108,000.00	-	-	-	-	-	108,000.00	-
74	Distribution Package	83,000.00	-	-	-	-	-	83,000.00	-
75	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	-	-	-	-	-	50,000.00	-
76	Underlab 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	76,000.00	-	-	-	-	-	76,000.00	-
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	Underlab Branch Conduit & Wire	68,000.00	64,500.00	-	-	64,500.00	95%	3,500.00	8,450.00
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

JA003786

HELIX00648

HELIX-TR-EX-508-053

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
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	85,500.00	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	68,750.00	10,000.00	-	78,750.00	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	108,000.00	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)	60,000.00	47,500.00	-	-	47,500.00	95%	2,500.00	4,750.00
115	Underlab 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	108,000.00	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)	60,000.00	47,500.00	-	-	47,500.00	95%	2,500.00	4,750.00
129	Underlab 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	108,000.00	-	-	-	-	-	108,000.00	-
141	Distribution Package	83,000.00	-	-	-	-	-	83,000.00	-
142	Low Voltage Systems (FA, CCTV, CA, etc)	60,000.00	-	-	-	-	-	60,000.00	-
143	Underlab 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

HELIX-TR-EX-508-054

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
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	Underlab 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	98,000.00	.	.	.	.	.	98,000.00	.
169	Distribution Package	77,500.00	.	.	.	.	.	77,500.00	.
170	Low Voltage Systems (FA, CCTV, CA, etc)	45,000.00	.	.	.	.	.	45,000.00	.
171	Underlab Branch Conduit & Wire	78,000.00	.	.	.	.	.	78,000.00	.
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	.	.	.	.	.	.	.	.	.
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204	.	.	.	.	.	.	.	.	.
205	.	.	.	.	.	.	.	.	.
Original Contract Totals		13,230,000.00	5,528,444.61	36,000.00		5,564,444.61	42%	7,665,555.39	556,444.48

HELIX00650

HELIX-TR-EX-508-055

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		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
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	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 Stub 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	40,324.06	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	25,839.01	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		67,750.00		57,750.00	75%	18,750.00	5,775.00
219	CO#13-C3 Split	53,758.00	53,758.00			53,758.00	100%	-	5,375.80
220	CO#14-Delta 3	92,117.00	88,180.75			88,180.75	98%	3,936.25	8,818.08
221	CO#15-Delta 5	84,990.00	75,935.00	14,700.00		90,635.00	95%	4,355.00	9,063.50
222	COR #24-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	588,017.75	84%	108,511.26	58,601.78
	Total Revised Contract	13,924,529.01	5,900,678.69	227,783.67	22,000.00	6,150,462.39	44%	7,774,066.65	815,046.24

HELIX00651



**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

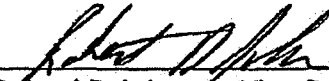
Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice 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



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

HELIX00654



**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

HELIX00655

HELIX-TR-EX-508-060

JA003793

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
<b>Camco Pacific</b>								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	
<b>CAMCO TOTALS</b>			<b>760,471.58</b>				<b>175,778.80</b>	584,692.78	

HELIX00656

INVOICE	CAT NO.	INV. DT.	AMT	RETN.	NET AMOUNT	DESCRIPTION	
16713012	CONDOS	11/17/08	7008.39	.00	7008.39	CONDOS ON BHLF OF CAMCO PACIFIC CONS	
			<p>RECEIVED NOV 19 2008 HELIX ELECTRIC</p> <p><i>Ab 713</i> <i>Andy Rivera</i> <i>Sept Pmt</i> <i>\$175,776.80</i></p>		<p>VOUCHER# SR11.08-04</p> <p>JOB # <u><i>16713</i></u></p> <p>FILE # <u><i>1</i></u></p> <p>OTHER _____</p>		
			CHK TOTAL: 7008.39				

DETACH AND RETAIN FOR YOUR RECORDS

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

NEVADA CONSTRUCTION SERVICES CHECK # 531547  
CONTROL NO. 531547  
CHECK NUMBER 531547  
CHECK DATE 11/17/08

THIS CHECK WILL NOT BE HONORED IF PRESENTED 6 MONTHS AFTER THE ISSUE DATE.  
\*SEVEN THOUSAND EIGHT DOLLARS AND 39 CENTS

PAY TO THE ORDER OF  
HELIX ELECTRIC AND QED, INC.

AMOUNT \*\*\*\*\*7,008.39\*

*Andy Rivera*

⑈ 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

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

RECEIVED  
NOV 19 2008  
HELIX ELECTRIC

16713  
Andy Rivera  
Sept. Part.

DETACH AND RETAIN FOR YOUR RECORDS

NEVADA CONSTRUCTION SERVICES  
2500 N. BUFFALO DRIVE SUITE 740  
LAS VEGAS, NEVADA 89128  
(702) 251-1150

TRUST ACCOUNT (B)

CHECK NUMBER: 3315044  
CHECK DATE: 11/17/08

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

PAY TO THE ORDER OF: HELIX ELECTRIC AND GRAYBAR ELECTRIC

AMOUNT: \*\*\*\*\*79,373.03\*

⑆531544⑆ ⑆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.

HELIX00658

INVOICE	CAT NO.	INV. DT	AMOUNT	RETN.	NET AMOUNT	DESCRIPTION
L6713012	CONDOS	11/17/08	10655.10	.00	10555.10	CONDOS 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

DETACH AND RETAIN FOR YOUR RECORDS

NEVADA CONSTRUCTION SERVICES  
 2500 W. BUFFALO DRIVE SUITE 110  
 LAS VEGAS, NEVADA 89128  
 (702) 251-1150  
 TRUST ACCOUNT (B)

CONTROL NO. 351345  
 CHECK NUMBER  
 CHECK DATE 11/17/08

AMOUNT  
 \*\*\*10,655.10\*

HELIX ELECTRIC AND  
 PENHALL COMPANY

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

#531545# 122400724# 048372999#



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
CHK TOTAL: 78742.28						

RECEIVED  
NOV 19 7008  
HELIX ELECTRIC

16713  
Andy Rivera  
Sept 2008

DETACH AND RETAIN FOR YOUR RECORDS

NEVADA CONSTRUCTION SERVICES  
1500 N. BUFFALO DRIVE SUITE 140  
LAS VEGAS, NEVADA 89128  
(702) 251-1150  
TRUST ACCOUNT (B)

NEVADA CONSTRUCTION SERVICES  
1500 N. BUFFALO DRIVE SUITE 140  
LAS VEGAS, NEVADA 89128  
(702) 251-1150  
TRUST ACCOUNT (B)

531546  
CHECK NUMBER  
11/17/08  
CHECK DATE

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

PAY TO THE ORDER OF  
\*\*\*\*78,742\*DOLLARS\*AND\*26\*CENTS\*\*\*\*  
AMOUNT  
\*\*\*\*78,742.28\*\*\*\*  
HELIX ELECTRIC AND  
GEXPRO

531546 122400724 048372999

*[Signature]*  
per [Signature]


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

**UNCONDITIONAL WAIVER AND RELEASE  
UPON PROGRESS PAYMENT**

Property Name Manhattan West  
Property Location Russell Road/Rocky Hill Street  
Undersigned's Customer Canco 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   
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.*

HELIX00661





**Helix Electric**  
CONSTRUCTORS - ENGINEERS

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

INVOICE # 16713-012  
CUSTOMER # 1611

JOB # 16713  
FILE # 1  
OTHER: \_\_\_\_\_

INVOICE DATE: 19-Sep-08  
PERIOD THRU: 9/30/2008  
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	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	510,255.00
	Inv #16713-011	334,710.00
<b>TOTAL AMOUNT DUE</b>		<b>1,199,422</b>

Payment 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

HELIX00663

HELIX-TR-EX-508-068

JA003801

# APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

Page 1 of 2

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

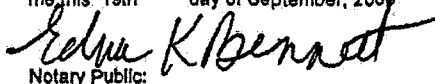
Applications made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

<b>1. PARTIAL CONTRACT SUM</b>	\$ 13,230,000.00
<b>2. Net change by Change Orders</b>	480,689.01
<b>3. CONTRACT SUM TO DATE (Line 1+2)</b>	\$ 13,710,689.01
<b>4. TOTAL COMPLETED &amp; STORED TO DATE</b>	\$ 5,534,048.11
<i>(Column G on G703)</i>	
<b>5. RETAINAGE:</b>	
a. 10% of Completed Work	\$ 553,404.81
<i>(Column D + E on G703)</i>	
b. 10% of Stored Material	\$ -
<i>(Column F on G703)</i>	
Total Retainage (Line 5a + 5b or	
Total in Column I of G703)	\$ 553,404.81
<b>6. TOTAL EARNED LESS RETAINAGE</b>	\$ 4,980,643.30
<i>(Line 4 less Line 5 Total)</i>	
<b>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT</b>	\$ 4,626,188.40
<i>(Line 6 from prior Certificate)</i>	
<b>8. CURRENT PAYMENT DUE</b>	\$ 354,456.90
<b>9. BALANCE TO FINISH, PLUS RETAINAGE</b>	\$ 8,730,045.71
<i>(Line 3 less Line 6)</i>	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total Approved this Month		
<b>TOTALS</b>	-	-
<b>NET CHANGES by Change Order</b>	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



## 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** ..... **5354,456.90**

*(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.

HELIX00664

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 ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
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%	6,625.00	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 (32 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	Underlab 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	85,000.00	-			-		85,000.00	-
17	2nd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
18	3rd Floor Rough Walls/Ceilings	85,000.00	-			-		85,000.00	-
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	68,950.00	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%	-	2,600.00
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	68,950.00	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	-

HELIX00665

HELIX-TR-EX-508-070

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
48	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	-	106,250.00	75%	34,750.00	10,625.00
88	Distribution Package	225,000.00	192,000.00	10,000.00	-	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	-	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	319,500.00	-	-	319,500.00	95%	10,500.00	31,350.00
93	1st Floor Rough Deck/Walls/Ceilings	95,500.00	47,750.00	14,500.00	-	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	-	86,250.00	90%	9,250.00	8,625.00
96	2nd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
97	3rd Floor Rough Deck/Walls/Ceilings	95,500.00	81,250.00	5,000.00	-	86,250.00	90%	9,250.00	8,625.00

JA003804

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HELIX-TR-EX-508-071

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		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
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
98	3rd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	10,000.00	-
99	4th Floor Rough Deck/Walls/Ceilings	85,500.00	81,250.00	5,000.00	-	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	85,500.00	81,250.00	5,000.00	-	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	-	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	-	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	-	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	108,000.00	85,500.00	5,500.00	-	101,000.00	95%	5,000.00	10,100.00
113	Distribution Package	83,000.00	78,500.00	4,500.00	-	83,000.00	100%	-	8,300.00
114	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	45,000.00	2,500.00	-	47,500.00	95%	2,500.00	4,750.00
115	Underslab Branch Conduit & Wire	85,000.00	78,500.00	4,500.00	-	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	108,000.00	85,500.00	5,500.00	-	101,000.00	95%	5,000.00	10,100.00
127	Distribution Package	83,000.00	79,000.00	4,000.00	-	83,000.00	100%	-	8,300.00
128	Low Voltage Systems (FA, CCTV, CA, etc)	50,000.00	45,000.00	2,500.00	-	47,500.00	95%	2,500.00	4,750.00
129	Underslab Branch Conduit & Wire	85,000.00	78,500.00	4,500.00	-	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	108,000.00	-	-	-	-	-	108,000.00	-
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	-

HELIX00667



ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		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
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
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		.	.	.	.	.	.	.	.
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203		.	.	.	.	.	.	.	.
204		.	.	.	.	.	.	.	.
206		.	.	.	.	.	.	.	.
Original Contract Totals		19,230,000.00	4,917,225.00	284,500.00		5,201,725.00	39%	8,028,275.00	520,172.50

HELIX00668

HELIX-TR-EX-508-073

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		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
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	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	39,781.98			39,781.98	87%	5,690.04	3,978.20
213	CO#8a-Building #8 Options	42,894.00	39,586.00			39,586.00	92%	3,308.00	3,959.80
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	25,839.01		15,500.00		15,500.00	60%	10,139.01	1,550.00
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 Liner"	76,500.00				-		76,500.00	-
219	CO#13-C2 Split	53,756.00	26,000.00	22,500.00		48,500.00	90%	5,256.00	4,850.00
220	CO#14-Delta 3	92,117.00	46,180.75	23,000.00		69,180.75	75%	22,936.25	6,918.08
221	CO#15-Delta 5	94,990.00	47,935.00	23,000.00		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		480,689.01	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

HELIX00669



**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

HELIX00671



**Helix Electric**  
CONSTRUCTORS • ENGINEERS

**LETTER OF TRANSMITTAL**

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

ATTN: Attn: Yvonne Farren

DATE:	9/17/2008	JOB NO.	16713
RE:	Manhattan West		
PWP#:			

- WE ARE SENDING YOU
- |   |                                       |   |
|---|---------------------------------------|---|
| <input type="checkbox"/> Shop Drawings  | <input type="checkbox"/> Attached     | <input type="checkbox"/> Under separate cover via _____ the following items |
| <input type="checkbox"/> Copy of Letter | <input type="checkbox"/> Prints       | <input type="checkbox"/> Plans  |
|   | <input type="checkbox"/> Change Order | <input type="checkbox"/> Samples  |
|   |                                       | <input type="checkbox"/> Specifications                                     |
|   |                                       | <input type="checkbox"/> Submittals   |

COPIES	DATE	SECTION	DESCRIPTION
1	9/19/2008		Payment Application Inv # 16713-012
1	9/19/2008		Conditional Release 9/30/2008

THESE ARE TRANSMITTED as checked below:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> For approval                | <input type="checkbox"/> Approved as submitted            | <input type="checkbox"/> Resubmit _____ copies for approval   |
| <input type="checkbox"/> For your use                | <input type="checkbox"/> Approved as noted                | <input type="checkbox"/> Submit _____ copies for distribution |
| <input type="checkbox"/> As requested                | <input type="checkbox"/> Returned for corrections         | <input type="checkbox"/> Return _____ corrected prints        |
| <input type="checkbox"/> For review and comment      | <input type="checkbox"/>                                  |   |
| <input type="checkbox"/> FOR BIDS DUE _____ 20 _____ | <input type="checkbox"/> PRINTS RETURNED AFTER LOAN TO US |   |

REMARKS:


Name: Edna K Bennett  
Title: Project Assistant

Received by: \_\_\_\_\_

PO#  
FX# (702) 450-8227

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**LABOR PAYMENT AFFIDAVIT**

JOB # 16713

FILE # 1

Property Name: Manhattan West

Property Location: 9255 W Russell Road Las Vegas, NV 89148

OTHER mailed 10/6  
Jennifer

Undersigned's Customer: APCO Construction

Payment Period Through: September 28, 2008

The undersigned subcontractor declares under penalty of perjury that the signatures appearing herein below constitute a complete list of all persons who have performed labor on behalf of the subcontractor for the project designated above during the specified period and whom the undersigned has paid for their labor performed on behalf of the subcontractor for said specified period, and provides the indemnity set forth below.

SUBCONTRACTOR: Helix Electric  
(Type or Print Name of Subcontractor)

By: [Signature] Andrew Rivera  
(Signature of Person Authorized to Sign for Subcontractor) Project Manager

The undersigned persons performing labor for said subcontractor represent, warrant and affirm by signing this affidavit that each person has been paid in full for all labor supplied to the above designated project through the Payment Period. Each of the undersigned further represents, warrants and affirms that there are no checks or other conditional instruments of payment that have not cleared the bank and payment has actually been received by each of the undersigned.

**IF YOU HAVE NOT BEEN PAID, DO NOT SIGN THIS AFFIDAVIT.**

The subcontractor and each of the undersigned indemnifies and agrees to defend for all costs, losses, fees and expenses incurred by Subcontractor in the event that any representation or warranty or affirmation in this Labor Payment Affidavit is untrue.

**NOTICE: THIS DOCUMENT IS A REPRESENTATION AND WARRANTY BY YOU THAT YOU HAVE BEEN PAID. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT.**

LABORER'S NAME	DATE	LABORER'S SIGNATURE
Pedro Garcia R	10-6-08	Pedro Garcia R
Alexander Bischoff	10-6-08	[Signature]
Marcos Carter	10-6-08	[Signature]
Miguel Jimenez	10-6-08	[Signature]
Jesse Espinoza	10-6-08	Jesse Espinoza
Joaquin Fernandez	10-6-08	JF
Ricardo Cosia	10-6-08	Ricardo Cosia
Oscar Hernandez	10-6-08	[Signature]
Juan Diaz	10-6-08	[Signature]
Alejandro Rodriguez	10-6-08	[Signature]
Christopher Card	10-6-08	C Card

HELIX00673

**LABOR PAYMENT AFFIDAVIT**

Property Name: Manhattan West

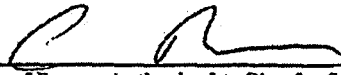
Property Location: 9255 W Russell Road Las Vegas, NV 89148

Undersigned's Customer: APCO Construction

Payment Period Through: September 28, 2008

The undersigned subcontractor declares under penalty of perjury that the signatures appearing herein below constitute a complete list of all persons who have performed labor on behalf of the subcontractor for the project designated above during the specified period and whom the undersigned has paid for their labor performed on behalf of the subcontractor for said specified period, and provides the indemnity set forth below.

SUBCONTRACTOR: Helix Electric  
(Type or Print Name of Subcontractor)

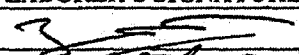




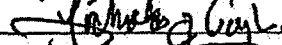
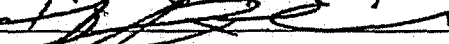
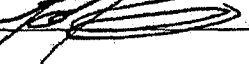
By:  Andrew Rivera  
(Signature of Person Authorized to Sign for Subcontractor) Project Manager

The undersigned persons performing labor for said subcontractor represent, warrant and affirm by signing this affidavit that each person has been paid in full for all labor supplied to the above designated project through the Payment Period. Each of the undersigned further represents, warrants and affirms that there are no checks or other conditional instruments of payment that have not cleared the bank and payment has actually been received by each of the undersigned.

**IF YOU HAVE NOT BEEN PAID, DO NOT SIGN THIS AFFIDAVIT.**


The subcontractor and each of the undersigned indemnifies and agrees to defend for all costs, losses, fees and expenses incurred by Subcontractor in the event that any representation or warranty or affirmation in this Labor Payment Affidavit is untrue.

**NOTICE: THIS DOCUMENT IS A REPRESENTATION AND WARRANTY BY YOU THAT YOU HAVE BEEN PAID. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT.**

LABORER'S NAME	DATE	LABORER'S SIGNATURE
Zach Osborn	10-6-08	
Uranda Jose	10-6-08	
Norton Cutkelven	10-6-08	
Armando Toledo	10-6-08	
MATT LEACH	10-6-08	
Nicholas J TAYLOR	10-6-08	
DWAYNE GARRISON	10-6-08	
JOHN FISNER	10-6-08	

HELIX00674

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



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CLERK OF THE COURT

**JA003813**



Helix  
Case

DEFENDANT'S EXHIBIT 510 AT5A571228	18 2018
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JA003814

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).

HELIX00792

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

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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 25<sup>th</sup> 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.

HELIX00793

\* **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

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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)

HELIX00795

**PAYMENT REQUEST**

Subcontractor:	<b>CAMCO PACIFIC</b>
Subcontractor Address	<b>CONSTRUCTION COMPANY INC.</b>
Between the "Contractor"	2925 E. Patrick Lane, Suite G
	Las Vegas, Nevada 89120
PAYMENT REQUEST NO.	(702) 798-6611
	(702) 798-6655
<b>MANHATTANWEST</b>	
	From: _____
Russell Road and 215 Bellway	
	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		\$ _____
Less Previous Payments/Billed		\$ _____
Amount Due This Payment Period		\$ _____
Signature	_____	Date _____
Print Name	_____	Title _____

Approval By _____	Date _____	Cost Code: _____
-------------------	------------	------------------

HELIX00796

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

<b>This "Agreement" is hereby made as of:</b>	<b>August 26, 2008 (the "Effective Date")</b>	
<b>Between the "Contractor"</b>	CAMCO PACIFIC CONSTRUCTION COMPANY	
	2925 E. Patrick Lane, Suite G	
	Las Vegas, Nevada 89120	
	California License No. 676205	
	<b>Nevada License No. 0037507</b>	
	<b>Utah License No. 6169863-5501</b>	
	License Limit: Unlimited	
	Telephone: (702) 798-6611	
<b>And the "Subcontractor"</b>	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	
<b>For the following "Project"</b>	ManhattanWest	
<b>At the following "Job Site"</b>	Russell Road and the 215 Beltway	
	Clark County, Nevada 89148	
<b>Developed by the following "Owner"</b>	Gemstone Development West, Inc.	
<b>For the following scope:</b>	All Site and Building Electrical Work (including high and low voltage)	
<b>Cost Code:</b>	[Contract Reference]	
	See <b>Addendum 1</b> for the expanded description of Subcontractor's scope of work ("Contract Work")	
<b>With the following "Retention":</b>	10%	
<b>For the following "Contract Price":</b>	The following amounts per Building:	
	<b>Building</b>	<b>Amount</b>
	Building 2	\$698,000
	Building 3	\$698,000
	Building 7	\$1,858,500
	Building 8	\$1,064,000
	Building 9	\$1,064,000
	<b>Total:</b>	<b>\$5,382,500</b>

*[Handwritten mark]*

*Phase 1 Submittals, Drawings, Permits, Super 172,500*  
*Phase 1 Total 5,555,000*

**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 deductible/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. Deductibles and Retention.** Any deductible 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 immediately 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

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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-complaint, 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 its 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

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By:  
Its:

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

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HELIX00823

HELIX-TR-EX-510-032

JA003846

## 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
<b>Total:</b>	<b>\$5,382,500</b>

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.

HELIX00825

**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:

HELIX00826

**ADDENDUM 4**

**PROJECT SCHEDULE**

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

**HELIX00827**

**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**

HELIX00829

**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: \_\_\_\_\_

HELIX00830



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.**

HELIX00831

**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: \_\_\_\_\_

HELIX00832

**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.**

HELIX00833

**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 updated 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, 2<sup>nd</sup> Paragraph Delete the following:** "Design" and "Insurance"

Agreement  
Page 2      **Item 4, Subcontractor Scope of Work, Add the following to the 3<sup>rd</sup> 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, 4<sup>th</sup> paragraph, Item (b) 4<sup>th</sup> line through 9<sup>th</sup> 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"

HELIX00834

**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 2**

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 9<sup>th</sup> line through ...Change Orders" on the 13<sup>th</sup> line.**

Agreement  
Page 3

**Item 6, Value Engineering, 3<sup>rd</sup> line, Change the following: "three days" to "five business days"**

Agreement  
Page 3

**Item 6, Value Engineering, 5<sup>th</sup> through 12<sup>th</sup> lines, Delete in their entirety.**

Agreement  
Page 4

**Item 10, Governing Law, 3<sup>rd</sup> line, Delete the following: "...but without regard to Nevada conflicts of laws provisions."**

Agreement

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

HELIX00835

**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 3**

Page 4

\_\_\_\_\_  
Robert D. Johnson  
Vice President

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_