

23-041A

June 30, 2011

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Re: New Nets Arena
Barclays Center and Transit Connection
Brooklyn, New York

Dear Ms. Chiarelli, Mr. Lawlor, and Ms. Hankin:

Enclosed is our Site Observation Report 14 for the referenced project, based on our visit of June 1, 2011, and the final requisition documents were made available on June 20, 2011. James G. Cockinos, AIA, Senior Associate, performed the observation and prepared the report.


Please refer to **Section II - "Executive Summary"** for a brief overview of the project.

M&H

If you have any questions regarding this report, please call.

Very truly yours,

MERRITT & HARRIS, INC.



James G. Cockinos, AIA
Senior Associate
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JGC:eb
Enclosure

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Manny P. Kratsios

**NEW NETS ARENA
BARCLAYS CENTER AND TRANSIT CONNECTION
BROOKLYN, NEW YORK**

SITE OBSERVATION REPORT 14

TABLE OF CONTENTS

	<u>PAGE</u>
SECTION I - IDENTIFICATION	1
SECTION II - EXECUTIVE SUMMARY	5
SECTION III - PROJECT SCOPE	9
SECTION IV - CONSTRUCTION STATUS	12
SECTION V - DOCUMENTS, TESTS, CERTIFICATIONS, AND PERMITS	16
SECTION VI - CONTRACTS AND BONDS	19
SECTION VII - CHANGE ORDERS AND PENDING CHANGE ORDERS	22
SECTION VIII - REQUISITION REVIEW	26
SECTION IX - LIEN WAIVERS	30
SECTION X - CONSTRUCTION SCHEDULE	33
SECTION XI - ATTACHMENTS	36

SECTION I - IDENTIFICATION

**Project Name
and Location:**

New Nets Arena
Barclays Center and Transit Connection
Brooklyn, New York

Improvements:

The construction of a new 8-level, approximately 670,000 sq. ft., 18,103-seat capacity, enclosed state-of-the-art sports arena for the National Basketball Association's professional basketball team, the New Jersey Nets, with 105 suites overall. An underground transit connection from the existing subway station to the Arena plaza, and site work (landscaping, trees, sidewalks, bollards, etc.) in front of and surrounding the Arena, in addition to the 4th Avenue reconfiguration are also to be constructed.

Prepared For:

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Architect of Record:	Ellerbe Becket Architects and Engineers, P.C. 2380 Mc Gee, Suite 200 Kansas City, Missouri 64108
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Mechanical/Electrical/ Plumbing/Fire Protection Engineers:	WSP Flack + Kurtz 512 7 th Avenue New York, New York 10018
Building Codes/Life Safety:	FP&C Consultants One Ward Parkway Kansas City, Missouri 64112
Seismic Engineers:	Mueser Rutledge Consulting Engineers 14 Penn Plaza - 225 West 34 th Street New York, New York 10122
Arena Design Architects:	SHoP Architects, P.C. 11 Park Place Penthouse New York, New York 10007
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**Observation and
Report By:**

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**Present During
Site Observation:**

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Sherveen Baftechi
Linda Chiarelli
Greg Lowe

Hunt Construction
Jon Anthony
Scott Hamburg

Turner Construction
Chuck Baldwin

**Date of Site
Observation:**

June 1, 2011

**Date of Previous
Site Observation:**

April 28, 2011

**Date of Next
Site Observation:**

June 23, 2011

SECTION II - EXECUTIVE SUMMARY

This section is intended to be a brief overview of the project, based on our current site visit. Please read the report in its entirety for a complete understanding of our comments and opinions as presented herein.

Conformance to Plans and Specifications and Workmanship

Arena

The CD drawings for pricing, dated August 13, 2010, were made available on August 18, 2010. The latest drawings submitted were the 100% Construction Documents, dated October 15, 2010.

Revisions and additions in the Arena to support enhancements in program, services, MEP infrastructure and interior finishes along with comments received by the Design Architect, the Developer, and the NBA were incorporated into the Construction Documents and an updated set was submitted on December 22, 2010. The final drawings incorporating all changes marked "Final Conformance Set," dated March 15, 2011, were made available on May 17, 2011.

Transit Connection

Mass Transit Improvement documents (plans and specifications Volumes 1 - 5) labeled "90% Submission," dated August 28, 2009, were provided for our review. The updated Construction Documents marked "100% - Final Modifications," dated April 8, 2010, with Addenda 1 - 7 have been submitted.

The work is proceeding in general accordance with the plans, specifications, and other pertinent documents that we have reviewed to date.

The overall quality of workmanship is good.

Summary of Hunt GMP Costs

Arena

The following summary is based upon the General Contractor's Application and Certificate for Payment 17, covering the period through May 31, 2011:

Current Contract Value (Design/Build with GMP)		\$479,061,747
Total Work Completed and Stored to Date	26.8%	\$128,282,087
Current Payment Due and Recommended by Merritt & Harris, Inc.		\$ 15,247,689*

* Current Payment Due includes Hard Costs, \$11,753,552, GC/CM Fee, \$1,582,879, and associated A/E Soft Costs, \$1,911,258.

In our opinion, the remaining Contract Value funds of \$350,779,660 (net of retainage), together with the remaining Developer's Arena Design/Scope Contingency, are sufficient to complete the work as it is currently defined.

Environmental

The following summary is based upon the General Contractor's Final Application and Certificate for Payment 16, covering the period through April 30, 2011:

Current Contract Value (Lump Sum)		\$8,655,970
Total Work Completed and Stored to Date	100.0%	\$8,655,970
Current Payment Due and Recommended by Merritt & Harris, Inc.		\$ 0
Balance to Complete based on Current Contract Value of \$8,655,970		\$ 0

The Guaranteed Maximum Price (GMP) was based on the "Scope Set" drawings, dated July 31, 2009.

Transit Connection

The following summary is based upon the General Contractor's Application and Certificate for Payment 10, covering the period through May 31, 2011:

Current Contract Value (Lump Sum)		\$52,725,795
Total Work Completed and Stored to Date	49.9%	\$26,299,688
Current Payment Due and Recommended by Merritt & Harris, Inc.		\$ 2,370,490

In our opinion, the remaining Contract Value funds of \$26,426,107 and the Developer's Design/Scope Contingency are sufficient to complete the work as it is currently defined.

Summary of Total Project Hard Costs:

<u>Description</u>	<u>Current Budget</u>	<u>Previously Completed</u>	<u>Current Request</u>	<u>Total Completed</u>	<u>% Complete</u>	<u>Remaining Balance</u>
Arena	\$503,956,625	\$123,163,848	\$13,501,186 *	\$136,665,034	27.1	\$367,291,591
Transit Connection	66,507,554	25,379,785	2,379,570	27,759,355	41.7	38,748,199
Arena Site Work	20,143,349	443,726	66,214	509,940	2.5	19,633,409
Arena Mitigation	<u>2,685,886</u>	<u>125,251</u>	<u>0</u>	<u>125,251</u>	4.7	<u>2,560,635</u>
Totals	\$593,293,414	\$149,112,610	\$15,946,970	\$165,059,580	27.8%	\$428,233,834

* Current Request is part of the Hunt Construction Design-Build contract and includes the trades, GC/CM Fee Costs, and miscellaneous other Hard Costs.

The \$15,946,970 being requested for these line items under the Requisition, covering May 2011, was reviewed by our office and found to be reasonable.

Summary of Total Project Soft Costs

The following summary is based upon the Developer's Application and Certificate for Payment 14, covering the period through May 31, 2011:

Current Revised Budget		\$186,843,254
Total Amount Incurred to Date	90.0%	\$168,141,655
Current Payment Due and Recommended by Merritt & Harris, Inc.		\$ 2,447,437

The overall Soft Cost budget includes the following Soft Cost related items:

<u>Description</u>	<u>Budget</u>	<u>Previously Completed</u>	<u>Current Request</u>	<u>Total Completed</u>	<u>% Complete</u>	<u>Remaining Balance</u>
Arena	\$177,388,264	\$157,332,952	\$2,354,764	\$159,687,716	90.0	\$17,700,548
Transit Connection	5,461,197	4,766,884	89,889	4,856,773	88.9	604,424
Arena Site Work	3,784,332	3,405,982	2,784	3,408,766	90.1	375,566
Arena Mitigation	<u>209,461</u>	<u>188,400</u>	<u>0</u>	<u>188,400</u>	89.9	<u>21,061</u>
Totals	\$186,843,254	\$165,694,218	\$2,447,437	\$168,141,655	90.0	\$18,701,599

The \$2,447,437 being requested for these line items under the Developer's Requisition, covering May 2011, was reviewed by our office and found to be reasonable.

In our opinion, the remaining budget funds of \$18,701,599, which include the remaining Development Contingency, are sufficient to complete the work as it is currently defined.

Additional costs not included within the Hard or Soft Cost Requisition includes the following:

<u>Description</u>	<u>Budget</u>	<u>Previously Completed</u>	<u>Current Request</u>	<u>Total Completed</u>	<u>% Complete</u>	<u>Remaining Balance</u>
Accounts Payable (AP)	\$ 4,950,367 ⁽¹⁾	\$ 4,684,606	\$ 0	\$ 4,684,606	92.6	\$265,761
Financing	<u>29,715,483⁽²⁾</u>	<u>29,710,630</u>	<u>0</u>	<u>29,710,630</u>	99.9	<u>4,853</u>
Totals	\$34,665,850	\$34,392,236	\$ 0	\$34,395,236	98.9	\$270,614

⁽¹⁾ Costs incurred prior to closing

⁽²⁾ Costs of financing

Summaries of Recommended Payment Due

<u>Description</u>	<u>Amount</u>
Hard Costs - Arena	\$ 13,501,186.03
Hard Costs - Transit Connection	2,379,570.10
Hard Cost - Site Work	.00
Hard Costs - Mitigation	.00
Soft Costs	2,447,437.39
Accounts Payable (AP)	.00
Financing	<u>.00</u>
Total	\$18,328,193.52

Scheduled Completion

The original High Level Arena Summary Construction Schedule, dated July 16, 2010, had been provided for our review. We subsequently received the Executive Level Summary for Schedule 12M, dated February 10, 2011, prepared by Hunt, which indicates that substantial completion is anticipated to be by August 27, 2012. The Developer is currently reviewing that schedule and is working with Hunt to reach an agreement. A resolution is expected by July 2011.

The GMP provides for an early completion bonus, which under Schedule 12M, would be earned in July 2012. The following criteria would need to be met:

- a. Owner may use and occupy the Arena
- b. Only punch list items remain
- c. The Architect of Record has issued a Certificate of Substantial Completion
- d. A TCO has been issued

Punch list work and Subcontractor close-outs may extend the construction term to a final completion date of June 14, 2013.

Based on our computerized progress chart which compares the cash flow amount to the projected construction progress, the project is currently 1 month ahead of schedule.

The Atlantic Yard and Mass Transit Improvement construction schedule, dated January 17, 2011, has been provided for our review. The latest schedule, 3, prepared by John Civetta & Sons, Inc., indicates mobilization of the project began on August 2, 2010, with completion scheduled for March 26, 2012.

The construction term of 20 months (August 2, 2010 - March 26, 2012) is reasonable, but due to early delays with approval of the test piles, had slipped by approximately 1 month. Since excavation and demolition work was ongoing concurrently with the test piles operation, the project was able to progress ahead of schedule by 2 months.

Open Issues/Comments

No new issues have been discussed this period.

SECTION III - PROJECT SCOPE

The following description is distilled from our Project Review Report, dated November 30, 2009, and is a snapshot of the project scope at that time. A more detailed description of the project scope is contained in our Project Review Report.

The Atlantic Yard Project will consist of the redevelopment of 6 full and 2 partial City Tax blocks including the Metropolitan Transportation Authority (MTA) bus yard and the Long Island Rail Road (LIRR) Vanderbilt rail yard in the Prospect Heights section of Brooklyn, New York.

The site for the proposed arena project is located at the intersection of Flatbush and Atlantic Avenues.

The proposed project will entail the construction of a new 8-level, approximately 670,000 sq. ft., 18,103-seat capacity enclosed state-of-the-art sports arena for the National Basketball Association's professional basketball team, the *Nets*, with 105 suites overall. The arena will also be used for hockey, concert events, and other theatrical presentations.

The arena will consist of 8 levels (Event, Mezzanine, Main Concourse, Lower Suite, Upper Suite, Upper Concourse, Mechanical Mezzanine, and Catwalk Levels) surrounding 2 structured octagonal-shaped seating bowls (lower and upper).

TV truck parking, loading dock facilities, and trash docks will be located on the east and southeast, as well as a central security command center, a truck turntable, and 2 truck elevators at the southeast corner of the level. A flight of stairs on this corner of the level leads up to a small mezzanine which will contain the electrical switchgear room and several electrical compartments. Press work and dining facilities will be located on the northeast corner.

The foundations will be individual, reinforced concrete, spread column footings, grade beams, continuous strip wall footings, foundation walls, elevator pits, pool pits, turntable pit, and truck elevator pit.

Typical floors will consist of concrete fill, reinforced with #4 or #6 bars at 12" on center, bottom, and top bars parallel to the span and #4 or #6 bars at 12" on center top perpendicular to the span, on 3"-deep, 18- or 20-gauge composite steel floor deck. The slabs will have a total thicknesses of 5½", 7½", or 12". They will be supported on rolled-shape structural steel floor beams, girders, and columns. Beams and girders will be provided with welded, headed, shear studs for composite action. Rolled-shape structural steel columns will support the girders and transfer gravity (vertical) loads to the foundation. The girders, columns, and bracing members comprise the braced bents.

A central heating plant will consist of 2 natural gas-fired 400 BHP water tube boilers (Unilux as standard). The heating hot water will be distributed using these 680-gpm circulating pumps (1 is a standby) to serve the arena. The hot water supply and return piping will run horizontally to the service corridor in the Event Level. This main will split into 2 supply and return branch main pipes. One set will serve Quadrants A and D, and the other set will serve Quadrants B and C, to feed AHUs in the respective quadrants.

Three 1,000-ton cooling towers (BAC as standard), totaling 3,000 tons, will be installed on the practice court roof. The cooling towers are sized to include a capacity of 300 tons for the Ice Floor Refrigeration Plant. The central condenser water system will provide sand filter filtration and chemical treatment systems.

A waterside economizer system will be installed that consists of a Plate and Frame Heat Exchanger and pumps. Indirect water circulation of the chilled water and condenser water will provide 1,200 tons of cooling capacity when ambient temperatures are appropriate to affect economizer cooling.

Three 900-ton centrifugal chillers (York as standard) for a total of 2,700 tons of cooling will be installed.

The Arena Bowl and Suites will be heated and cooled by 4 VAV draw-through AHUs and VAV boxes, to be supplied with chilled water and heating hot water by a central chilled water and heating hot water plant. Other areas will be provided with DX AC units, HVAC units, fan coil units, cabinet unit heaters, unit heaters, and H & V units exhaust, return, and pressurization fans are installed. The units will be installed in the Upper Mezzanine Mechanical Equipment Room. Each unit will deliver 90,000 CFM of conditioned air that will be distributed utilizing a main loop duct installed adjacent to the catwalk, and with drum louvers mounted on vertical plenum ducts.

Five combined storm and sanitary house sewers will exit the project to connect into the city combined sewer system (four 15" and one 10" combined sewers).

Roof drains will collect the storm water, conducted down in 4 leaders to drain into 3 below-ground storm retention tanks (by others). Tank overflow lines will be piped to the sewer system. A duplex storm water discharge pump will be installed in Quadrant A retention tank and a triplex pump set will be installed in the B/A retention tank that will discharge overflow storm water to the combined sewer system.

The sanitary system will include toilet facilities, saunas, hydrotherapy rooms, kitchens, concessions, prep areas, truck docks, and floor drains in mechanical spaces, laundry areas, locker rooms, bathrooms, and other areas. A duplex ejector pump set will be installed in the mechanical room pit, located under hydro and whirlpool rooms. Waste from the kitchens and food concessions will drain into grease interceptors, and then into the building sanitary system. Sanitary waste from the building will be gathered at the Event Level and will leave the building at 5 locations to connect into the street combined sewers.

A 6" water service from Flatbush Avenue will enter into Quadrant E, equipped with a water meter and double check valve backflow preventer assembly. It will supply water to a 5,000-gal. steel suction tank. Domestic water to the project will be pressure boosted by a quadruplex pump set.

An existing electric utility vault exists at the property line that is available for possible future utility transformers is installed by the utility company. Electric service will be provided by 265/460-volt, 3-phase, 4-wire secondary power to the arena. Four metered main service switchboards, each rated at 4,000-amperes will serve the project.

The Arena Event Sports lighting will be served from 2 dedicated risers. The power will be distributed to 4 locations on the catwalk to 1,000-watt clear metal halide sports lighting fixtures mounted on the catwalk handrails and capable of achieving temporary "blackout" by means of a shutter system without extinguishing the lamp. Emergency power will be provided in addition to the normal Event Lighting Power to supply 20% of the arena lighting fixtures and 50% of aisle light fixtures for emergency egress lighting. Arena aisle lighting will be theatrical 575-watt incandescent fixtures, with rotating shutter assembly, mounted on the catwalk handrails.

Automatic sprinklers will provide protection in all areas of the building with the exception of the seating bowl. The main building will be separated into 4 sprinkler zones on each floor level. Each automatic sprinkler zone control station will include a zone isolation valve with tamper switch, check valve, flow control switch, pressure gauge, and test and drain assembly.

There will be a combination fire standpipe/sprinkler standpipes for the 4 zones fed from a 6" fire protection loop at Event Level 1.

A 90 psi, 1,000-gpm, electric-powered fire pump and an electric jockey pump will supply a 6" fire protection water loop routed around the ceiling of Event Level 1 to supply water to combination standpipes in each of the 4 stair towers of the building.

A diesel generator will supply emergency power to the life safety circuits that include fire alarm system, smoke exhaust and supply fans, 1 elevator in each bank at a time, fire and jockey pumps, arena air handling units, emergency and exit lights, stair pressurization fans, and boilers.

The energy management system for the Arena will be a microprocessor-based, direct digital control (DDC), building management system. It will monitor, control, and optimize the operation of the HVAC. It will be main system for the Arena block complex and will control and monitor distributed subpanels located in each of the future 4 towers and central plant. The system head end will be located in the Engineer's office in the Arena.

Transit Connection

The work will consist of the construction of the MTA's new Transit Hub Entry, a new below-grade Control Area with back-of-house support facilities, and new connections to both existing IRT (2, 3, 4, 5) and BMT lines (B, Q), as well as renovation of existing platforms, new and/or refurbishment of support facilities and stairs along the affected platforms. Work will also include relocation and restructuring of existing subway vents.

SECTION IV - CONSTRUCTION STATUS

Work was active at the time of our site observation and appeared to be proceeding in a good and workmanlike manner, in general accordance with the plans, specifications, and all pertinent documents reviewed to date.

Items previously reported as generally completed have been removed from this section. The following progress in construction was observed this period:

General Conditions

The General Contractor has mobilized its offices on Pacific Street between Carlton and Vanderbilt. Protective plywood and chain-link fencing, gates, barricades, concrete barriers, and traffic signage are in place. Mobile cranes, tie-back, and pile driving equipment are on site.

The soil erosion control and stabilization of the construction entrance on Dean Street are in place.

Excavation

Bulk excavation is substantially complete. Steel H-sections have been driven with plywood shoring at the east wall of the site. The tie-back operation is substantially complete along with the sheeting and shoring. The pile driving for the support of excavation work has been completed. The support of excavation which includes walers and H-section cross bracing abutting the existing MTA subway and LIRR tracks is installed.

Excavation of the area for the Con Edison electrical vaults are completed at the south wall (Dean Street).

A temporary earth ramp is in place off the existing retaining wall and a new temporary ramp has been formed off of Dean Street for construction access.

The removal and transport of the contaminated soils has been completed.

Concrete

Interior footing formwork with rebar placement is underway, with the "truss-support" footings substantially complete. Concrete pours of the perimeter footings are complete at Atlantic Avenue and at the Flatbush Avenue elevation, and along Dean Street.

Anchor bolts and steel embeds/clips are incorporated within the formwork and concrete pours.

Concrete slab-on-metal deck is in progress on the upper concourse level at Area B. Slab-on-grade has poured along the Atlantic Avenue elevation from Column Line 4 to Column Line 35.

Formwork and reinforcing for the foundation walls along Flatbush Avenue, Dean Avenue, and 6th Avenue elevations are continuing to be set in place in Areas C and D.

Underpinning was installed at the Flatbush Avenue wall abutting the MTA street wall structure.

The concrete pours for the west retention tank are complete with waterproofing and backfilling complete. East retention tank roof pour is in progress.

The tuck elevator mat footing is substantially complete.

Structural Steel

Structural steel framing and metal decking is underway at the concourse level lower and upper bowls and the suite levels, extending from Column Line 35 on Dean Street to Column Line 20 on 6th Avenue. The main truss section for the roof assembly along the Atlantic Avenue side has been set into place along Atlantic Avenue. Steel erection for the main entry canopy is progressing at Area E.

Spray-proofing has just begun in Area D.

Precast Stadia

The precast Phase I and vomitory panel operation is underway at the concourse level for Areas A and B precast panels are installed at the upper portion of the lower bowl. Vertical precast panels are installed at the upper concourse Area A.

Facade

System engineering and design, shop drawings, and calculations are continuing by the Subcontractor. Coordination and detailing are ongoing between all Professionals of Record with the Subcontractor (ASI). A performance mock-up was constructed and the testing was observed by FCRC personnel at the laboratory in Florida, with the results forthcoming. An additional mock-up is now installed adjacent the Field Offices.

Plumbing

The equalizer piping line between the east and west storm retention tanks is complete.

Underground rough-in work is substantially complete at the northeast corner along Atlantic Avenue. Standpipe work has been started in Area B at the event level.

HVAC

Ductile hanger installation is in progress for Areas A and B at the event level space.

Electrical

Temporary power is currently servicing the site.

Underground electrical conduit rough-in is underway for the duct banks at the northeast corner along Atlantic Avenue extending to the corner of Flatbush Avenue.

Interior

Top track installation is in progress at Areas A and b for the event and concourse levels.

Transit Connection

Piles have been driven within the excavated areas.

The test pile has been completed with the results having been deemed successful and approved by the Engineer of Record.

Excavation of the proposed connection is substantially complete with cross-bracing round columns along with sheeting installed against the street wall.

Structural steel framing is underway with trusses and girders installed, approximately 70% complete.

Demolition within the BMT line and at the IRT line is substantially complete.

Underpinning of the southbound IRT line is complete with the shoring installed.

Waterproofing of the slab area is complete.

Reinforcing of the grade beams is complete.

Concrete pour of the mat foundation is complete. Concrete pour for the south wall is substantially complete.

Painting and tile work at the IRT southbound scrubber room is substantially complete.

Track and drainage piping installation is underway.

Electrical rough-in work within the existing IRT station is underway. Temporary power is installed with an electrical shed and panels.

Ejector pit work is progressing. Demolition is currently in progress under Atlantic Avenue.

SUSTAINABILITY

General - LEED Summary

We have received an updated LEED scorecard of credits being sought that was dated January 14, 2011 (note that the previous scorecard reviewed was as of June 28, 2010). As previously reported, all of the prerequisites are considered to be attainable. Progress is noted in most areas.

The arena is pursuing a LEED certification as its guide map to sustainability. Subsequent to our previous review, the project has added 1 additional point that was previously being reviewed to its "likely attainable list" and determined that another point being reviewed would not be sought. Thus, the revised scorecard now includes 34 points that it considers to be likely achievable and 6 other points as possible. Of the possible points, 1 is pending a design decision and the other 5 are pending bidding/construction performance. A Silver rating would require 33 - 38 points, based on LEED NC v2.2, which the project was filed under. It is noted that a gold rating would require between 39 and 51 points, and this is possible if the 34 points being sought are attained and 5 of the 6 potential points are also achieved.

Within the Sustainable Sites (SS) category where 9 points are being sought and 1 is pending performance 1 item has been documented and 8 additional items are in progress including the 1 pending performance which relates to the use of alternate fuel or hybrid shuttle busses being used. It is thought that if this point is applicable it may relate to future off-site parking. The only point not indicated to be in progress relates to typical light gray sidewalks satisfying the requirement for non-roof heat island effect reduction, but the actual construction of the sidewalks is not imminent. Certain credits are inherent in the projects design and location and exemplary performance is anticipated for SS4.1 (alternative transportation - public transportation access).

The 4 Water Efficiency (WE) credits are all in progress, and the water use reduction of 32% for the public area restrooms.

In the Energy and Atmosphere (EA) category, the energy model prepared by Flack & Kurtz shows a 17% reduction in power compared to ASHRAE 90.1 (2004) standards, and a commissioning agent is on board. One additional point relating to additional BMS points required for measurement and verification has been added to the 4 previously being sought. This credit had been pending design review but the requirements for this to be achieved have been included in the specifications. An additional point relating to the purchase of green power is being held off pending the need to obtain this point as it represents a direct cost and is not related to work being put in place.

No changes were noted for the 5 credits in the Materials and Resources (MR) section, but progress was noted with respect to recycling prerequisite. There are 2 additional pending credits relating to products purchased locally and also the use of (FSC) certified wood that are still being considered.

Changes were noted in the Indoor Environmental Quality (EQ) section, but the previous 6 credits being sought and the prerequisites are generally in progress. Previously, there were 3 other credits pending design or performance review. The point related to outdoor air delivery monitoring has been dropped since there are many densely occupied zones that would have needed monitoring, and a credit related to low emitting materials (composite wood and agrifiber products) was moved from the pending performance to the pending design review category since 100% of the relative specified products would need to comply. The other remaining credit carried as pending performance relates to flushing out the space or doing extensive testing after construction but prior to occupancy. The

cost of this credit was identified as being \$80,000, and a decision will be made in the future whether this credit is needed to achieve the rating level desired (potentially silver or gold).

For the Innovation in Design (ID) section, 5 credits are still included and are in progress. Exemplary performance credits for access to public transportation, for demonstrating the reduction in personal automobile use by using an online payment system, for reusing storm water for the cooling tower make up and for having a green cleaning program are included. Finally a point is provided for having a LEED accredited professional involved in the project.

SECTION V - DOCUMENTS, TESTS, CERTIFICATIONS, AND PERMITS

Our office has reviewed all of the following documents and found them to be satisfactorily complete, in order, and in general conformance with the contract requirements.

Please note that Merritt & Harris does not perform consulting relating to asbestos or hazardous materials, claims no expertise in these areas, and can assume no liability for the work opinions, or reports of any independent consulting firms engaged to do so.

Documents

Our office has reviewed the plans and specifications labeled "Scope Set," dated September 31, 2009, and is presently reviewing the 100% CO Prelim - Advance Procurement Drawings, dated August 13, 2010.

The Mass Transit Improvement documents (Plans and Specifications, Volumes 1 - 5) labeled 90% submission, dated August 28, 2009, were provided for our review.

The following documents were made available this period:

1. General Contractor's Application and Certificate for Payment 17 (Arena), for the period ending May 31, 2011
2. General Contractor's Application and Certificate for Payment 10 (Transit Connection), for the period ending May 31, 2011
3. Developer's Requisition Summary 14 for May 2011
4. General Contractor's Monthly Report for May 2011

Tests

The following test reports were reviewed to date:

1. AEL - Atlantic Engineering Laboratories of New York, Inc. Reports:
 - a. Concrete Compressive Strength Report, dated June 16 – April 12, 2011
 - b. Soil Compaction Test Reports, dated June 21 - February 2, 2011
 - c. Daily Field Reports, dated June 16 - February 18, 2011
 - d. Concrete Plant Inspection Daily Reports, dated June 16 - March 2, 2011
 - e. Structural Steel Field Inspection Reports, dated July 23 - February 18, 2011
 - f. Wall Embed Installation Report, dated August 4 - August 19, 2010
 - g. Soils Reports, dated July 6 - February 28, 2011
 - h. Sieve & Proctor Reports, dated July 13, 2010
 - i. Pull test Reports (Epoxy Rebars), dated July 8, 2010
 - j. Shoring of Excavation Reports, dated July 23 - February 8, 2011
 - k. Structural Steel Shop Inspection Reports, dated July 1 – April 1, 2011
 - l. Grout Test Reports, dated March 4 – April 27, 2011
2. Cole Technologies Group Reports:
 - a. Concrete Inspection Report, dated March 9 – April 12, 2011
 - b. Water Content Test Report, dated March 14 – March 17, 2011
3. Langan Engineering & Environmental Services:
 - a. Geotechnical Site Inspection Reports, dated October 4 - March 19, 2011

We have reviewed all test reports that were made available to us. Since some reports may be missing from the on-site files, our office is also relying on the Deficiency Logs and Monthly Certification from the Professionals of Record to certify that the work in place is in accordance with the construction documents.

Certifications

The following Certifications have been submitted:

1. Architect's Certificate for Payment 17 (Arena) (AIA Document G702 - Application and Certificate for Payment), covering the period through May 31, 2011
3. Architect's Certificate for Payment 10 (Transit Connection) (AIA Document G702 - Application and Certificate for Payment), covering the period through May 31, 2011
3. Test Pile Acceptance Letter, dated November 17, 2010, from Heller and Johnsen, Geotechnical Engineering Consultants, for the Transit Connection

Permits

The following major Building Permits have been received to date:

1. New York City Department of Buildings:

<u>Permit</u>	<u>Description</u>	<u>Issued</u>	<u>Expires</u>
a. 320135493-01-EQ-FN	Alt. Type 2 - Construction Equipment - Fence	09/02/10	09/01/11
b. 320140682-01-EW-OT	Alt. Type 2 - Foundation	11/22/10	09/01/11
c. 320140682-02-EW-OT	At. Type 2 - Sheet/Shor/Brac	11/22/10	09/01/11
d. 320145856-01-EQ-OT	Alt. Type 3 - Construction Equipment - Other	04/13/10	04/01/11*
e. 320162266-01-EQ-FN	Alt. Type 2 - Construction Equipment - Fence	05/14/10	11/01/10*
f. 320148782-01-EW-OT	Alt. Type 2 - Sheet/Shor/Brac - Concrete Work not authorized - Concrete Placement Formwork, Steel Reinforcing not permitted	11/22/10	09/01/11
g. 320100234-01-FO	New Building	11/22/10	09/01/11
h. B328732	Electrical Work Permit Descriptions 1 and 6	06/30/10	06/30/13
i. 320100234-01-FO-EA	New Building - Earthwork Review for Zoning	11/22/10	09/01/11
j. 320100234-04-PL	New Building - Plumbing - Partial Underground Piping	07/20/10	07/20/11
k. CN595-10	CD4: Tower & Mobile Crane/Derrick/Mast Climber/Pile Driver On-Site Inspection Application/Certificate	09/29/10	09/29/11
l. 320100234-01-NB	New Building	11/22/10	09/01/11
m. 320100234-01-EQ-FN	Construction Fence	11/22/10	09/01/11

* Permit has been - signed-off and closed-out. No renewal is required.

2. New York City Department of Transportation:

- a. DOT Permit B02-2011049-086 – B02-2011063-52, dated March 4, 2011, expiring May 10, 2011

SECTION VI - CONTRACTS AND BONDS

General Contracts

Arena

Design/Build with Guaranteed Maximum Price (GMP) Agreement between the Developer and Hunt Construction Group Inc., dated December 28, 2009, for the Arena only with attached:

- Exhibit A - GMP Documents
- Exhibit B - Subcontractor Performance and Payment Bond
- Exhibit C - Schedule of Values
- Exhibit D - Change Order Form
- Exhibit E - Final Release and Affidavit
- Exhibit F - Not Used
- Exhibit G - Lien Waiver
- Exhibit H - Owner's Insurance
- Exhibit I - Design/Builder's Insurance
- Exhibit J - Affirmative Action/Community Benefits/Economic Development Requirements
- Exhibit K - Scope of Design Phase Services
- Exhibit L - Scope of Construction Phase Services
- Exhibit M - Not Used
- Exhibit N - Supplemental Conditions - Project Sponsor Requirements
- Exhibit O - Arena Schedule
- Exhibit P - Owner's Construction Phasing Schedule
- Exhibit Q - Owner's Financing Plan
- Exhibit R - Survey
- Exhibit S - Letter of Credit
- Exhibit T - Form of Consent to Assignment
- Exhibit U - Forms of Architect Certification, amounting to \$484,594,525 has not been executed

A 50/50 savings clause subject to a cap of \$5,000,000 is included between the Developer and the Contractor.

Transit Connection

A Guaranteed Maximum Price (GMP) Agreement between the Developer and John Civetta & Sons, Inc., for the amount of \$50,581,000 has been received.

Utility Work

A CM Agreement between the Developer and Turner Construction, dated April 1, 2010, on a Time & Material Basis with a not-to-exceed price of \$269,174, has been received, and work under this Agreement has been completed.

Subcontracts

According to Mr. Hamburg, the Hunt Construction Subcontracts are now approximately 94% contracted and are within budget. No major overruns are currently being anticipated.

The following executed subcontracts have been made available to date:

<u>Subcontractor</u>	<u>Trade Description</u>	<u>General Contractor's Original Budget</u>	<u>Subcontract Amount</u>
Almar Plumbing	Plumbing	\$14,990,000	\$14,758,000
American Stair	Steel Stairs	4,601,336	2,029,695
ASI Limited	Exterior Façade	39,194,310	32,411,211
ASM	HVAC/BMS	43,350,000	43,250,000
Banker Steel	Structural Steel	50,344,722 *	51,450,673
Banker Steel	Structural Precast	8,279,500	5,920,560
CCC Custom Corp.	Drywall	3,335,644	3,763,000
Cimco	Ice rink	3,400,600	3,450,600
Commodore	Structure Concrete	9,070,000	9,070,000
Commodore	Drywall	2,925,817	3,245,000
Component Assembly	Drywall	3,965,013	6,150,000
Daktronics, Inc.	Scoreboard & Display	7,000,000	12,351,839
EJ/Ermco	Technology (Low Voltage)	19,774,766	19,774,766
E-J/ERMCO	Electrical	46,511,724	46,231,954
Global Overhead Doors	O.H. Doors/Vertical Lift/Loading Dock	1,616,875	1,298,000
H-Mak	Food Service	10,825,000	9,305,000
Hydro Worx Int'l	Aquatic Therapy Pools	527,500	337,500
J.E. Thompson	Truck Elevators & Turntable	1,572,000	724,000
L.I. Fireproof	Doors, Frames, & Hardware	1,242,859	610,000
LaQuila Group	Excavation, Foundation	28,900,000	27,500,000
Master Craft	Masonry	13,853,402	10,400,000
MFM Contracting	Utility Improvements	39,536	39,536
Otis Elevators	Elevator & Escalators	6,847,250	5,500,000
Staging Concepts	Ornamental Metal	2,701,518	3,232,367
United Hoisting	Fencing	1,510,000	470,900
United Hoisting	Fencing	0	776,210
Simples-Grinnell	Fire Protection	0	6,606,314
Totals		\$326,379,372	\$320,657,125

* Difference between the budgeted amount and the contract amount has been reallocated from the façade allowance.

Note that the contract amounts may not, in all cases, represent the total costs of the individual line items, i.e., Internal Change Orders are not included in the subcontract amounts. Note that the preceding table does not include General Conditions and the Contractor's Fee.

Contractor's Contingency Reserve

The General Contractor's Contingency Reserve balance currently stands at \$18,631,341.

Bonds

Based on the Design/Build Agreement, the General Contractor will not need to be bonded while all Subcontractors must be bonded. Based on the Hunt Construction's contract, all Subcontractors will be bonded in an amount equal to its subcontract price, naming the Developer and General Contractor as co-obligees.

The following Payment and Performance Bonds have been made available to date:

Arena

<u>Subcontractor</u>	<u>Trade</u>
LaQuila Group	Excavation, Foundations
United Hoisting	Fencing
Banker Steel	Structural Steel
ASI Limited	Exterior Façade
E-J/ERMCO	Electrical
Commodore Construction	Superstructure Concrete
MFM Contracting	Utility Improvements
Otis Elevator	Elevator
Cimco Refrigeration	Ice Rink
CCC Custom Carpentry	Drywall
Global Overhead Doors	Overhead Ceiling Doors
LIF, Industries	HM Doors, Frames, & Hardware
Mastercraft Masonry	Masonry
Commodore Construction	Gypsum Board Assemblies
Simplex-Grinnel	Fire Protection Systems

Transit Connection

<u>Subcontractor</u>	<u>Trade</u>
Capco Steel	Structural Steel

Note that the subcontracts for "material only" shall not be required to be bonded.

All Subcontractors shall be enrolled in the OCIP Program, as their contracts are executed. A trust fund in the amount of \$7,100,000 has been established with the Bank of New York. EJ/ERMCO JV (Electrical) enrollment in the OCIP Program will be limited to the General Liability (GL) coverage only. ASM Mechanical is excluded from the OCIP and will provide traditional insurance.

SECTION VII - CHANGE ORDERS AND PENDING CHANGE ORDERS

Change Orders

Arena

Change Orders 123 - 125, amounting to \$1,813,945, were provided this period and are included in the following list of executed Change Orders amounting to \$3,306,240 that have been made available to date:

<u>CO</u>	<u>Amount</u>	<u>Description</u>
1	\$ 0	Budget transfer from Division 17 (Technology) to 16 (Electrical) for low voltage scope of work.
2	(895,700)	OCIP Deduct - Banker Steel
3	0	Structural quantities matrix; credits site security credit
4	(1,770,921)	OCIP Deduct - Laquila
5	(220,000)	OCIP deduct - Almar Plumbing
6	57,316	Bus Ramp Design
7	(29,500)	Design Credit for wind and falling ice
8	2,928	Hockey Sightline Study
9	249,994	Updated Construction Fence from chain link to plywood
10	0	Fence around Lot 21 during demolition
11	0	Structural precast concrete award assigned to Banker Steel
12	506,780	Fence upgrades
13	0	Disposal of on-site contaminated excavated materials - \$7,746,950
14	(53,162)	OCIP Deduct - Otis Elevator
15	(1,066,100)	OCIP Deduct - ASI Ltd.
16*	0	Clarification Reconciliation of CCE/GMP Contract Values - (\$8,839,018) credit
17	(153,200)	OCIP Deduct - H-Mak
18	(20,916)	OCIP Deduct - American Stair
19	47,426	Construction Fence Upgrades - General Condition and CM Fee only
20	75,000	Relocate Con Edison Network Room
21	0	Reconciliation of previous OCO 1 - 20
22	0	Super Hazmat Material Trucking (Environmental Budget)
23	0	Façade Allowance to ASI for Signage - Budget Transfer
24	(435,000)	Early Payment Credit to ASI
25	(125,760)	United Hoist Phase 2 OCIP - Demo portion - \$5,240
26	(455,625)	OCIP Deduct EJ/Ermco
27	(5,000)	JE Thompson OCIP Deduct
28	(79,888)	Staging Concept OCIP Deduct
29	\$ 0	Site Security - G.C. Transfer

<u>CO</u>	<u>Amount</u>	<u>Description</u>
30	(279,000)	Commodore OCIP Deduct
31	(692,721)	Deduct Food Carts from H Mak scope
32	29,243	Design Elevator Hoistway
33	0	Hunt Laquila Haz & super Haz Disposal
34	3,120	Design Con Ed Network Rev Rm Layout
35	0	Partial September Reconciliation
36	61,795	Add Pass thru Window with Heat Lamp
37	20,099	Per DOT/BOB
38	0	Partial September Reconciliation
39	0	Budget Transfer for Laquila SCO-8
40	0	Budget Transfer Civetta from excav to COW GC
41	0	Budget Transfer from site requisition to United Fence \$3,147,367
42	0	Budget Transfer Temps site to MFM Contract \$3,147,367
43	21,005	Additional SOE for Con Ed Vault
44	23,077	Additional Engineering to Previous SOE Plans
45	16,797	OT work in prep for Owner Visit
46	0	Budget Transfer Install of 1 st Phase of Crane Pad
47	0	Budget Transfer EJ Ermco Generator enclosure
48	0	Budget transfer Laquila PPE Mobil Lot
49	0	Budget Transfer Laquila Lay Down Area Bank
50	0	Budget Transfer United Hoist Phase II Sidewalk Br.
51	0	FCRC Void Change Order
52	0	Budget Transfer COW GC Mockups
53	0	Temp Bowl Drainage
54	0	ERPLA Deduct Alternate
55	0	EB Con Ed Vault Rev and Life Safety Evaluative
56	36,529	Relocate Con Barriers and Privacy Fence
57	55,677	Concourse Floor Mock-ups
58**	0	LaQuila Haz. Material Disposal August 10, 2010
59	13,691	Concourse Flooring Mock-ups
60	0	Exterior Façade Canopy Structural Steel
61	1,369,480	Structural Steel to Support Halo & Lwr. Band
62	(15,000)	Credit for Deletion of Sauna TM Locker Room
62	1,307,330	Additional Fixed and COW G.C.s
64	0	Budget Transfer - Temp. Power for Field Operations
65	(5,240)	Reclass Demo Part of United Hoist OCIP to Arena
66	0	Repair of Pacific Street Water Main (Environmental)
67	0	Relocate and Modify Concrete Barrier and Fence
68	94,699	ASI multi CORs Drilling Holes for Light Fixtures
69	(44,773)	Additional Design Elimination of Bus Ramp
70	9,822	Additional Design Vertical Circulation Studies
71	6,034	OME Design Services Alt Sports Lighting
72	13,980	Design Services Relocate Gas Meter Room
73	313,695	Furnish and Install Additional WiFi Points
74	0	Additional PPE at Mobil Lot
75	0	Grid Line 1 footing Replacement Resolution
76	0	Concrete Cap at Mobil Lot/VOC Reduction

<u>CO</u>	<u>Amount</u>	<u>Description</u>
77	\$ (450,000)	Master Craft OCIP Credit
78	0	Deduct Alt to Remove Security from SC-16A
79	0	Transfer COW GCs to Fixed GC Office Build-Out
80	0	Removal of Underground Oil Tank (Environmental)
81	(262,299)	Deletion of Hydroworx 2000 Pool
82	324,733	Excavate and Install SOE for Con Edison Vault
83	0	Trucking and Disposal of Contaminated Material (Environmental)
84	700,769	Foundation and Concrete Work for Network and Con Edison Vaults
85	0	Mobil Lot Extraction Wells (Environmental)
86	257,891	CM of Admetco Weathering Steel Panel
87	0	FCRC Void Change Order
88	0	FCRC Void Change Order
89	(97,942)	CCC Custom Carpentry Deduct
90	0	VDC Support Shop Construction Services
91	9,477	Design Services Relocate Found Wall Grid R - T
92	0	Rebar Couplers at Perimeter Wall
93	(144,545)	Component Assembly Carpentry OCIP Deduct
94	(26,055)	Global Gates OCIP Deduct
95	9,196	Façade Mockup Laquila at Pacific Street
96	42,877	Over Excavation and addition Fill at Footings
97	11,569	Modify SOE for Sewer at Flatbush Avenue
98	41,463	OME to Sweet Shop/Frozen Custer
99	14,256	MEP Associated with Food Service
100	(366,224)	Deduct for Practice Court Flooring
101	0	Downtime for Drilling Equipment Budget Transfer
102	0	Switch Kitchen Steamers
103	220,389	Addition and Deletion of Food Service Equipment
104	11,633	Furnish & Install Jones Soda Equipment & Storage
105	0	Cut & Cap Water main on Pacific
106	0	Excavate & Foundation Bulletin 4
107	(51,975)	Removal of Unsuitable Soil Crane Pad
108	9,937	Modification to Stair Hand Rail
109	3,000	Additional Design Exterior Façade Mock-up
110	1,759,133	Arena Security to ADT
111	1,142,691	Alternate Exterior Design Review
112	21,488	Design Services Barclays Suite Modification
113	62,758	Design Services Beers of Brooklyn
114	27,426	Design Services LL Toilet Modification
115	0	Budget Transfer Relocate Signal
116	32,943	Additional Cost for Down Time Laquila Pile Rig
117	95,572	Over Excavate and Fill for Footings that Support Roof
118	104,123	B2 Structure Impacts and Modification at Con Ed Vault
119	0	Transport & Disposal of Hazardous Spoil
120	0	Budget Transference for Delta on Network Compartment and Con Ed Vault
121	\$ 0	Transfer from Signage to COW GC sign Mock-up

<u>CO</u>	<u>Amount</u>	<u>Description</u>
122	0	Transfer form signage to ADI for Mock-up
123	2,629	Electric work for mock-up at Pacific Street
124	0	Furnish and install Food Service Equipment for Community
125	<u>1,811,316</u>	Cost Differential to fire protection award to Grinnell
	\$3,306,240	Total

* OCO 16 amounting to a credit of \$8,839,018 addresses the costs of the precon services provided by Hunt Construction prior to start of construction and has been deducted from the current budget and total work-in-place.

** Change Order 58 amounting to \$84,922 has been reallocated to the Environmental budget.

Transit Connection

Change Orders 13 – 15 amounting to \$80,058 were provided this period and are included in the following list of executed Change Orders, amounting to \$2,144,795, have been made available to date:

<u>CO</u>	<u>Amount</u>	<u>Description</u>
1	\$ 400,000	Civetta - Payment and Performance Bond
2	1,425,000	IRT column and beam Inspection
3	107,745	Debris Removal from BMT mezzanine
4	46,428	MPT work
5	19,565	Flatbush MPT - Maintenance
6	2,124	Additional BMT trash removal
7	12,740	Hydrant Relocation at Atlantic Avenue
8	(13,500)	Backcharge - Redesign of the Pile Layout
9	20,040	Change delineators and street cones on Flatbush Avenue
10	27,511	Change delineators and street cones on Flatbush Avenue
11	12,805	Form and pour concrete walkway and 2 pedestrian ramps
12	4,279	Change delineators and street cones on Flatbush Avenue
13	29,370	Rerouting of 4" NYCT (IRT) ejector line from Flatbush Avenue along Atlantic Avenue
14	20,587	Flatbush MPT and DOT sign installation during February 2011
15	<u>30,101</u>	Flatbush Avenue MPT and DOT sign replacement and DOT pavement markings for March 2011
	\$2,144,795	Total

The preceding Change Orders have been executed by the Developer and General Contractor and we recommend your acceptance of them. The scope of work and dollar amounts appear reasonable. The scope changes do not substantially change the quality of the project. No time extensions to the project are indicated on these Change Orders.

The monies for all Change Orders resulting in the contract value being increased will be made available from the Developer's Contingency.

Pending Change Orders

The Developer's Pending Change Order (PCO) Log, dated June 20, 2011, amounts to \$18,739 for the Arena, and \$0 for the Transit Connection.

A Pending Change Order for Hunt Construction for additional General Conditions due to the delayed Notice to Proceed is being reviewed by the Developer.

Developer's Hard Cost Contingency Reserve

The Developer's Total Hard Cost Design/Scope Contingency Reserve balance currently totals \$28,911,748.

SECTION VIII - REQUISITION REVIEW

Summary of Hunt GMP Costs

Arena

The following summary is based upon the General Contractor's Application and Certificates for Payment 17, covering the period through May 31, 2011:

Original Contract (Design/Build with GMP)		\$484,594,525
Adjustments (Less CCE per OCO 16)		(8,839,018)
Adjustments (COs)		<u>3,306,240</u>
Revised Contract Budget		\$479,061,747
Work Previously Completed	20.2%	\$ 96,801,201
Work Completed This Period	3.3%	<u>15,884,815</u>
Total Work Completed To Date	23.5%	\$112,646,016
Off-Site Stored Materials (Closing Inventory)		<u>15,636,071</u>
Total Work Completed and Stored To Date	26.8%	\$128,282,087
Less Retainage		<u>(8,231,915)</u>
Total Completed and Stored Less Retainage		\$120,050,172
Less Previous Payments		<u>(104,802,483)</u>
Current Payment Due and Recommended by Merritt & Harris, Inc.		\$ 15,247,689*
Balance to Complete based on Current Contract Value of \$479,061,747		\$350,779,660

* Current Payment Due includes Hard Costs, \$11,753,552, GC/CM Fee, \$1,582,879, and associated A/E Soft Costs, \$1,911,258.

In our opinion, the remaining Contract Value funds of \$350,779,660 (net of retainage), together with the remaining Developer's Arena Design/Scope Contingency, are sufficient to complete the work as it is currently defined.

Environmental

The following summary is based upon the General Contractor's final Application and Certificate for Payment 16, covering the period through April 30, 2011:

Original Contract (Design/Build with GMP)		\$7,746,950
Adjustments		<u>909,020</u>
Current Budget		\$8,655,970
Work Previously Completed	100.0%	\$8,655,970
Work Completed This Period	0.0%	<u>0</u>
Total Work Completed To Date	100.0%	\$8,655,970
Off-Site Stored Materials (Closing Inventory)		<u>0</u>
Total Work Completed and Stored To Date	100.0%	\$8,655,970
Less Retainage		<u>(41,588)</u>
Total Completed and Stored Less Retainage		\$8,614,382
Less Previous Payments		<u>(8,614,302)</u>
Current Payment Due and Recommended by Merritt & Harris, Inc.		\$ 0
Balance to Complete based on Current Contract Value of \$8,655,970 (Net of Retainage)		\$ 0

Please note that Merritt & Harris does not perform consulting relating to asbestos or hazardous materials, claims no expertise in these areas, and can assume no liability for the work opinions, or reports of any independent consulting firms engaged to do so.

The dollar amounts of each line item were reviewed at the time of our site visit, and the amounts were found to reasonably reflect the percentage of work in place.

Please note the following:

1. The fixed General Conditions will be requisitioned at an amount established under the Payment Schedule with the Developer for the remaining months of the construction term.
2. The Cost of Work (COW) General Conditions shall be requisitioned monthly as cost incurred.
3. The Design Builder's Fee is a "Base Lump Sum" of \$18,200,000 and will be requisitioned as a percentage of work completed.
4. The Ellerbe Becket Design Fees are requisitioned as monthly costs incurred.

5. An Imprest Account amounting to \$1,000,000 has been established.
6. Retainage will be withheld at a rate of 10% for all Subcontractors, with the exception of subcontracts for materials only, until 50% of their subcontract is completed, with 0% withheld thereafter until completion. Early release of retainage for Subcontractors will be considered at the Developer's discretion.
7. This being a GMP contract, complete back-up documentation was made available for our review. No modifications were made to the requested percentages submitted at the time of our site visit.
8. The GMP budget was based on the "Scope Set" drawings, dated July 31, 2009.

Transit Connection

The following summary is based upon the General Contractor's Application and Certificate for Payment 10, covering the period through May 31, 2011:

Original Contract (Lump Sum)		\$50,581,000
Adjustment (FC-001- 015)		<u>2,144,795</u>
Current Revised Budget		\$52,725,795
Work Previously Completed	43.7%	\$23,040,911
Work Completed This Period	5.7%	<u>3,024,477</u>
Total Work Completed To Date	49.4%	\$26,065,388
Off-Site Stored Materials		<u>234,300</u>
Total Work Completed and Stored To Date	49.9%	\$26,299,688
Less Retainage		<u>(2,591,297)</u>
Total Completed and Stored Less Retainage		\$23,708,391
Less Previous Payments		<u>(21,337,901)</u>
Current Payment Due and Recommended by Merritt & Harris, Inc.		\$ 2,370,490
Balance to Completed based on Current Contract Value of \$52,725,795 (Net of Retainage)		\$26,426,107

In our opinion, the remaining Contract Value funds of \$26,426,107, and the Developer's Design/Scope Contingency, are sufficient to complete the work as it is currently defined.

The dollar amounts of each line item were reviewed at the time of our site visit, and the amounts were found to reasonably reflect the percentage of work in place.

Off-Site Stored Materials

Arena

The following off-site stored materials amounting to \$15,636,071 represents the current closing inventory:

<u>Trade</u>	<u>Amount Added</u>	<u>Closing Amount</u>	<u>Subcontractor</u>
Structural Steel	\$4,104,535	\$5,184,483	Bankers Steel Co.
Metal Stairs	0	0	American Stair
Metal Wall Panels	704,393	4,830,492	ASI Limited
Food Service Equipment	0	2,610,594	H-Mak
Ice Skating Facilities	415,000	415,000	Cim Co. Refrigeration
Mechanical - HVAC	427,500	1,295,500	ASM Mechanical
Elevators	0	288,000	Otis Elevators
Electrical	<u>134,299</u>	<u>1,012,002</u>	EJ/ERMCO JV
Total	\$5,785,727	\$15,636,071	

Of the closing inventory amounting to \$15,636,071, the new value of off-site stored materials added this period is \$5,785,727.

Transit Connection

No off-site stored material has been requisitioned this period.

Complete backup documentation will be made available for all materials, including the Bills of Sale, Insurance Certificates, and Affidavits. As instructed by you, our office will not be observing the materials stored off site.

Summary of Total Project Hard Costs

The overall Hard Cost budget includes the following hard cost-related items:

<u>Description</u>	<u>Current Budget</u>	<u>Previously Completed</u>	<u>Current Request</u>	<u>Total Completed</u>	<u>% Complete</u>	<u>Remaining Balance</u>
Arena	\$503,956,625	\$123,163,848	\$13,501,186 *	\$136,665,034	27.1	\$367,291,591
Transit Connection	66,507,554	25,379,785	2,379,570	27,759,355	41.7	38,748,199
Arena Site Work	20,143,349	443,726	66,214	509,940	2.5	19,633,409
Arena Mitigation	<u>2,685,886</u>	<u>125,251</u>	<u>0</u>	<u>125,251</u>	4.7	<u>2,560,635</u>
Totals	\$593,293,414	\$149,112,610	\$15,946,970	\$165,059,580	27.8%	\$428,233,834

The \$15,946,970 being requested for these line items under the Requisition, covering May 2011, was reviewed by our office and found to be reasonable.

* Current Request is part of the Hunt Construction Design-Build contract and includes the trades, GC/CM Fee Costs, and other miscellaneous Hard Costs.

Soft Costs

	<u>Budget</u>	<u>Total Completed</u>	<u>Amount Due</u>	<u>Remaining Balance</u>	<u>% Complete</u>
Architecture and Engineering	\$103,346,749	\$100,655,647	\$2,123,170	\$2,691,102	97.4
Legal	1,828,180	1,088,142	0	740,038	59.5
Development Costs	45,000,000	39,080,780	260,000	5,919,220	86.8
Project Expenses/Marketing	27,415,305	23,338,699	64,267	4,076,606	85.1
Insurance/Commissioning	6,581,225	3,978,387	0	2,602,838	60.5
Development Contingency	<u>2,671,795</u>	<u>0</u>	<u>0</u>	<u>2,671,795</u>	.0
Totals	\$186,843,254	\$168,141,655	\$2,447,437	\$18,701,599	90.0

Current Revised Budget \$186,843,254

Total Amount Incurred to Date 90.0% \$168,141,655

Current Payment Due and Recommended by Merritt & Harris, Inc. \$ 2,447,437

Balance Amount based on Budget of \$186,843,254 \$ 18,701,599

Soft Cost Related Items

<u>Description</u>	<u>Budget</u>	<u>Previously Completed</u>	<u>Current Request</u>	<u>Total Completed</u>	<u>% Complete</u>	<u>Remaining Balance</u>
Arena	\$177,388,264	\$157,332,952	\$2,354,764	\$159,687,716	90.0	\$17,700,548
Transit Connection	5,461,197	4,766,884	89,889	4,856,773	88.9	604,424
Arena Site Work	3,784,332	3,405,982	2,784	3,408,766	90.1	375,566
Arena Mitigation	<u>209,461</u>	<u>188,400</u>	<u>0</u>	<u>188,400</u>	89.9	<u>21,061</u>
Totals	\$186,843,254	\$165,694,218	\$2,447,437	\$168,141,655	90.0	\$18,701,599

Additional costs not included within the Hard or Soft Cost Requisition includes the following:

<u>Description</u>	<u>Budget</u>	<u>Previously Completed</u>	<u>Current Request</u>	<u>Total Completed</u>	<u>% Complete</u>	<u>Remaining Balance</u>
Accounts Payable (AP)	\$ 4,950,367 ⁽¹⁾	\$ 4,684,606	\$ 0	\$ 4,684,606	92.6	\$265,761
Financing	<u>29,715,483⁽²⁾</u>	<u>29,710,630</u>	<u>0</u>	<u>29,710,630</u>	99.9	<u>4,853</u>
Totals	\$34,665,850	\$34,395,236	\$ 0	\$34,395,236	98.9	\$270,614

⁽¹⁾ Costs incurred prior to closing

⁽²⁾ Costs of financing

Summaries of Recommended Payment Due

<u>Description</u>	<u>Amount</u>
Hard Costs - Arena	\$ 13,501,186.03
Hard Costs - Transit Connection	2,379,570.10
Hard Cost - Site Work	.00
Hard Costs - Mitigation	.00
Soft Costs	2,447,437.39
Accounts Payable (AP)	.00
Financing	<u>.00</u>
Total	\$18,328,193.52

SECTION IX - LIEN WAIVERS

The General Contractor's (Arena) Lien Waiver, dated June 1, 2011, amounting to \$104,802,482 including the current payment of \$15,247,689, was made available for our review. The lien waiver amount agrees with the monies requisitioned by the General Contractor through Application and Certificate for Payment 16, covering the period through May 31, 2011.

The General Contractor's (Transit Connection) Lien Waiver, dated June 9, 2011, amounting to \$2,337,901 including the current payment of \$2,370,489 for the period ending May 31, 2011, was made available.

The following Subcontractors' lien waivers have been made available to date:

<u>Subcontractor</u>	<u>Cumulative Amount Paid</u>	<u>Period Ending</u>
American Stair	\$ 918,120	04/30/11
ASI Limited	8,649,895	04/30/11
ASM Mechanical	3,326,179	04/30/11
Almar Plumbing	872,779	04/30/11
Banker Steel	24,247,207	04/30/11
CCC Custom Carpentry	203,501	04/30/11
E-J/ERMCO	7,716,287	04/30/11
H-Mak	2,620,562	01/31/11
Hydro Work Int'l	33,750	04/30/10
LaQuila Group	18,579,113	04/30/11
LaQuila Group - Environmental	5,648,609	01/31/11
United Hoisting - Contract 1	1,174,470	12/31/10
United Hoisting - Contract 2	638,568	10/31/10
United Hoisting - Contract 3	42,885	04/30/11
MFM Contracting	42,001	03/31/11
Commodore Construction	2,359,568	04/30/11
Staging Concepts	92,016	03/31/11
Cimco Refrigeration	140,996	04/30/11
Otis Elevator	903,232	03/31/11
Grinnell-Simplex	0	04/30/11
Commodore Construction	21,903	04/30/11
Mastercraft Masonry	0	04/30/11
LIF Industries	0	04/30/11
Globe Gates	<u>38,022</u>	04/30/11
Total	\$78,269,663	

As of the current Application and Certificate for Payment 17, the amount previously funded to the General Contractor totals \$91,442,744. The amounts requisitioned under General Conditions, Fee, Design Fees, and Pre-Construction Estimating Services constitute the major portion of the difference between the amount paid to date and lien waivers made available to date.

Please note that our office is not performing a detailed accounting of lien waiver amounts paid to date for each Subcontractor. We are calculating the total of all lien waivers to date, to ascertain whether the total amount paid to date generally conforms to the most recently funded requisition amount.

SECTION X - CONSTRUCTION SCHEDULE

Rate of Progress and Estimated Completion Date

The original High Level Arena Summary Construction Schedule, dated July 16, 2010, had been provided for our review. We subsequently received the Executive Level Summary for Schedule 12M, dated February 10, 2011, prepared by Hunt, indicates that substantial completion is anticipated to be by August 27, 2012. The Developer is currently reviewing that schedule and is working with Hunt to reach an agreement. A resolution is expected by July 2011.

The schedule further indicates the following important milestones:

ARENA

<u>Construction Phase</u>	<u>Early Start</u>	<u>Early Finish</u>
Start Foundations and Footings	06/07/10	06/03/11
Slab-on-Grade	04/15/11	11/29/11
Structural Steel (excluding Catwalk)	11/23/10	10/03/11
Concrete on Metal Deck	02/23/11	10/19/11
Structural Precast	04/01/11	10/20/11
Metal Stairs	03/17/11	06/21/12
Interior Masonry Partitions	06/09/11	04/16/12
Interior Finishes	10/04/11	08/17/12
Fireproofing	05/12/11	01/04/12
MEP OVHD Rough-In	07/06/11	04/09/12
Vertical Transportation	05/31/11	03/05/12
Roof Steel/Deck	05/20/11	01/06/12
Roofing	09/08/11	02/14/12
Exterior Skin	07/28/11	04/05/12
Con Edison Permanent Power Available	12/01/11	-
Phase 5 Structural Precast Lower Bowl	02/06/12	03/07/12
Seating	11/25/11	08/10/12
Scoring and Video Board Systems	02/22/12	07/05/12
AV, Broadcast, and Network Systems	01/17/12	08/08/12
Ice Rinks Systems	03/08/12	07/20/12
Substantial Completion	-	08/27/12
Start NBA Pre-Season Games	-	10/17/12
Start NBA Regular Season	-	10/31/12

In our opinion, the construction term of 26 months for the Arena is reasonable, provided that adequate manpower is maintained throughout the construction term, and that there are no hold-ups, such as strikes, inclement weather, material shortages, or other unforeseen circumstances.

The following milestones are noted:

<u>TRANSIT CONNECTION</u>	<u>Early Start</u>	<u>Early Finish</u>
Mobilization	08/02/10	08/27/10
MPT Work	08/30/10	01/28/11
BMT Structural Work		
Structural Work	08/17/10	06/24/11
Steel Work	03/04/11	04/08/11
IRT Structural Work		
Structural Work	11/19/10	09/28/11
Steel Work	06/07/11	06/28/11
BMT Control Area Fit-Out		
Street Level Structure	08/16/11	11/02/11
Elevator Shaft	07/28/11	12/29/11
Escalators	07/26/11	01/20/12
Main Stair Finishes	01/03/12	02/27/12
Back-of-House Areas	08/16/11	11/30/11
Fare Control Area	08/09/11	01/30/12
Fare Control Equipment	01/30/12	03/26/12
IRT Ramp Fit-Out		
IRT Ramp Finishes	09/15/11	03/05/12
Existing IRT Stair Reconstruction		
Southbound IRT Stair Work	12/01/10	07/28/11
Center Platform IRT Stair & Passageway	03/01/11	02/01/12
BMT Mezzanine Access		
BMT Mezzanine Access Structural Work	05/02/11	09/21/11
BMT Mezzanine Finishes	09/22/11	12/01/11
IRT Vent Structures		
Vent Structure A	02/25/11	04/04/11
Vent Structures B/C/D	03/29/11	05/20/11
Vent Structures E & F	05/16/11	06/29/11
Vent Structure G	06/23/11	08/16/11
Vent Structure H	08/10/11	10/03/11

The GMP provides for an early completion bonus, which under Schedule 12M, would be earned with completion in July 2012. The following criteria would need to be met:

- a. Owner may use and occupy the Arena
- b. Only punch list items remain
- c. The Architect of Record has issued a Certificate of Substantial Completion
- d. A TCO has been issued

Punch list work and Subcontractor close-outs may extend the construction term to a final completion date of June 14, 2013.

According to the General Contractor and the Manpower Log, 320 persons have been on the job this month. Daily Manpower Logs, in chronological order, are being made available at the job site and will be reviewed periodically by our office.

The Atlantic Yard and Mass Transit Improvement construction schedule, dated January 17, 2011, has been provided for our review. The latest schedule, 3, prepared by John Civetta & Sons, Inc., indicates mobilization of the project began on August 2, 2010, with completion scheduled for March 26, 2012.

The construction term of 20 months (August 2, 2010 - March 26, 2012) is reasonable, but due to early delays with approval of the test piles, had slipped the construction schedule by approximately 1 month. Since excavation and demolition work was ongoing concurrently with the test piles operation, the project was able to return to schedule during the following months.

Approximately 6.0% and 9.5% of the workforce on the job this month is attributed to MBE and WBE companies, respectively, with a projected MBE and WBE participation to account for 13.3% and 9.3% of the workforce.

We are enclosing our own computerized Construction Chart on which we have plotted actual construction progress versus the projected construction progress (see Attachment). This chart, based on cash flow projections, gives you an idea as to how the project is progressing on a month-to-month basis.

Currently, the Arena is 1 month ahead of schedule and the Transit Connection is approximately 2 months ahead of schedule.

Work Anticipated for the Next Period

Mr. Hamburg indicated that by our next site visit, we should expect to see the following progress:

Arena

1. Underground electrical and plumbing rough-in will continue
2. Structural steel and metal decking will continue
3. Slab-on-deck will continue at the upper suite level
4. Slab-on-grade will continue
5. Spray-on-fireproofing will continue at the concourse level
6. Precast stadia will continue at the upper suite level
7. Temporary support footings will be poured
8. Construction ramp will be formed at center of site

Transit Connection

1. Steel framing will be complete
2. Foundation walls will be complete
3. MEP rough-in work within the IRT station will continue
4. Track drainage piping will continue

In our opinion, the preceding projections, as stated by Mr. Hamburg, are realistic. It should be noted that all of last month's projections have been met.

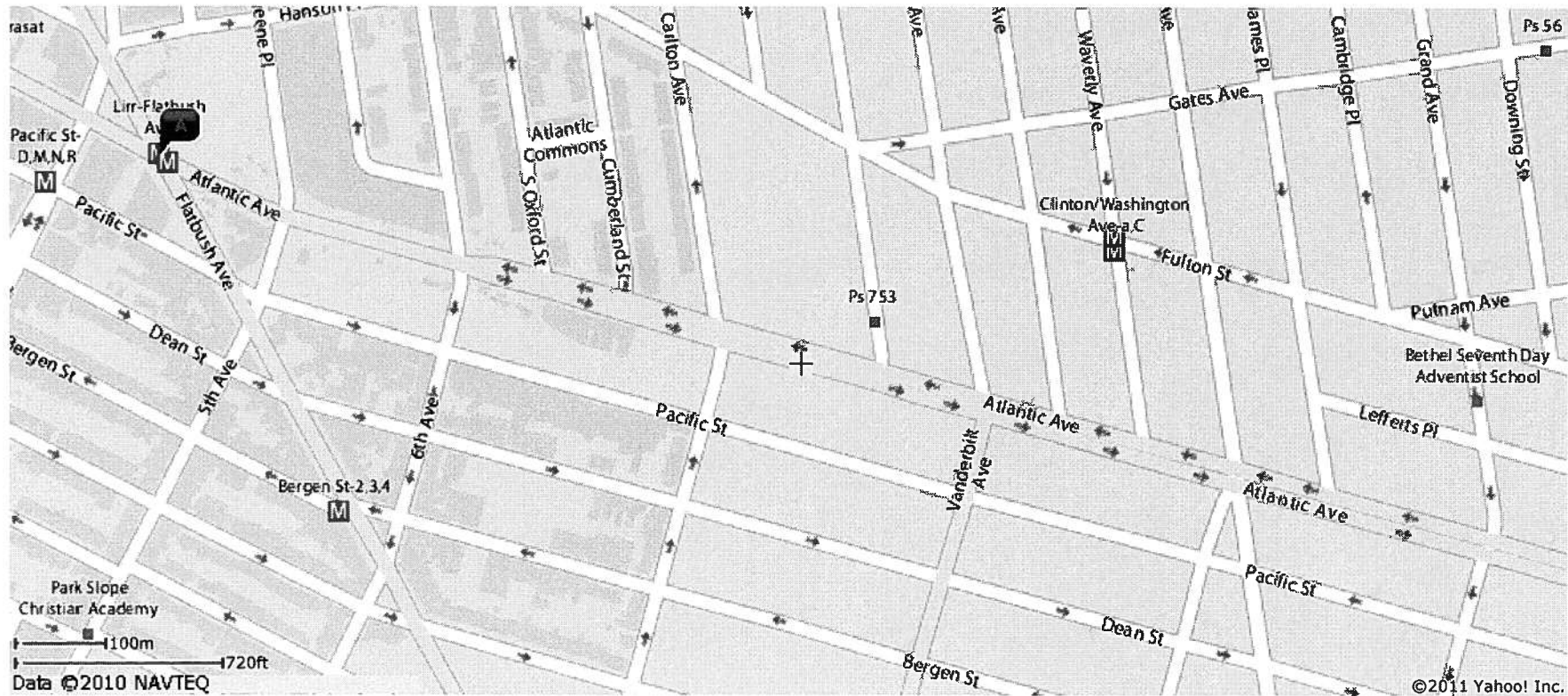
SECTION XI - ATTACHMENTS

The following documents are attached to this report:

1. *Site Location Map*
2. *Developer's Requisition 14, covering May 2011*
3. *General Contractor's Application and Certificate for Payment 17 (Arena), covering the period through May 31, 2011*
4. *General Contractor's Application and Certificate for Payment 10 (Transit Connection), covering the period through May 31, 2011*
5. *Developer's Requisition for Payment*
6. *Change Order Summary and Executed Change Orders*
7. *Off-Site Stored Material Documentation*
8. *Payment and Performance Bonds*
9. *Construction Progress Chart, prepared by Merritt & Harris, Inc. (Arena)*
10. *Construction Progress Chart, prepared by Merritt & Harris, Inc. (Transit Connection)*
11. *Progress Photographs*

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Maps



**EXHIBIT A
BARCLAYS ARENA
REQUISITION # 14
SUMMARY
(rev 6-20-11)**

	(A)	(B)	(C)	(D)	(E)	(F) = (D+E)	(G) = (C-F)	(H)
	Original	Budget	Revised	Previously	Current	Total Expended	Remaining	Retainage
	Budget	Revisions	Budget	Expended	Requisition	to date	Balance	To Date
1 Site Acquisition Costs:	124,125,125	0	124,125,125	124,125,125	-	124,125,125	0	-
2								
3 Hard Costs:								
4 Trades	471,705,468	(4,682,385)	467,023,083	112,099,742	14,053,086.87	126,152,829	340,870,254	10,666,903
5 GC / CM Fee	60,694,032	1,746,000	62,440,032	23,715,939	1,653,833.32	25,369,772	37,070,260	156,398
6 GMP Contingency	19,679,350	0	19,679,350	0	-	0	19,679,350	-
7 Hunt Add / Alternate Allowance for Site Reqs. & FF&E	0	0	0	0	-	0	0	-
8 Preconstruction Estimating Services	11,396,809	0	11,396,809	10,877,403	-	10,877,403	519,406	-
9 Permits, Bonds	2,301,484	(500,000)	1,801,484	993,705	-	993,705	807,779	-
10 Owner's Testing/Survey	1,540,908	500,000	2,040,908	1,425,821	173,835.94	1,599,657	441,251	-
11 Owner's Design/Scope Contingency	30,711,748	(1,300,000)	28,911,748	0	-	0	28,911,748	-
12 Total Hard Costs	598,029,800	(4,736,385)	593,293,415	149,112,810	15,880,758.13	164,993,568	428,300,048	10,823,301
13								
14 Soft Costs and Other:								
15 Architecture & Engineering	98,846,749	4,500,000	103,346,749	98,532,477	2,123,170.39	100,655,647	2,691,102	-
16 Legal	2,828,180	(1,000,000)	1,828,180	1,088,142	-	1,088,142	740,038	-
17 Development Costs	45,000,000	0	45,000,000	38,820,780	260,000.00	39,080,780	5,919,220	-
18 Project Expenses / Marketing	29,245,305	(1,830,000)	27,415,305	23,274,432	64,267.00	23,338,699	4,076,606	-
19 Insurance / Commissioning / Other	3,514,840	3,066,385	6,581,225	3,978,387	-	3,978,387	2,602,838	-
20 Development Contingency	2,671,795	0	2,671,795	0	-	0	2,671,795	-
21 Total Soft Costs & Other	182,106,869	4,736,385	186,843,254	165,684,218	2,447,437.39	168,141,655	18,701,599	-
22								
23 Total Project Costs	904,261,793	0	904,261,793	438,931,953	18,328,193.52	457,260,146	447,001,647	10,823,301
24								
25 Total AP				(265,761)	-	(265,761)	265,761	-
26								
27 Total Liability	0	0	0	(265,761)	-	(265,761)	265,761	0
28								
29 TOTAL USES	904,261,793	0	904,261,793	438,666,192	18,328,193.52	456,994,386	447,267,408	10,823,301
30								
31 SOURCES								
32								
33 Contribution from NYC/NYS	(131,000,000)	0	(131,000,000)	(131,000,000)	-	(131,000,000)	0	-
34								
35 Tax-Exempt Bond Proceeds	(510,999,997)	0	(510,999,997)	(113,601,430)	-	(113,601,430)	(397,398,567)	-
36 Funds to Construction Account from Non Asset Account Escrow	0	0	0	48,975	-	48,975	(48,975)	-
37 Projected Interest Earnings on Bond Fund (Prior to Vacant Possession)	(1,937,350)	0	(1,937,350)	(1,937,350)	-	(1,937,350)	0	-
38 Projected Interest Earnings on Construction Account	(8,091,727)	0	(8,091,727)	0	-	0	(8,091,727)	-
39								
40 Costs of Financing from Bond Proceeds and certain Interest Earnings	115,538,780	0	115,538,780	115,538,780	-	115,538,780	0	-
41								
42 Total Construction Account Sources	(405,490,293)	0	(405,490,293)	48,975	-	48,975	(405,539,268)	-
43								
44 Additional Rent	(396,712,880)	0	(396,712,880)	(355,503,833)	(18,328,193.52)	(373,832,026)	(22,880,854)	-
45 Projected Interest Earnings on Non-Asset Account	(39,850)	0	(39,850)	(39,850)	-	(39,850)	0	-
46 Projected Interest Earnings on Additional Rent Account	(734,255)	0	(734,255)	0	-	0	(734,255)	-
47 Surplus Costs of Issuance Deposit to Additional Rent Account	0	0	0	4,852	-	4,852	(4,852)	-
48 Non Asset Account Escrow	0	0	0	0	-	0	0	-
49 Deposit to Additional Rent Account from Non-Asset Account Escrow	0	0	0	18,113,032	-	18,113,032	(18,113,032)	-
50 Additional Rent Account Balance	(397,486,984)	0	(397,486,984)	(337,425,798)	(18,328,193.52)	(355,753,992)	(41,732,993)	-
51								
52 Costs of Issuance	11,008,600	0	11,008,600	11,003,747	-	11,003,747	4,853	-
53a Deposit to Interest Account from Non-Asset Account Escrow	9,634,825	0	9,634,825	9,634,825	-	9,634,825	0	-
53b Deposit to SLRF	9,072,058	0	9,072,058	9,072,058	-	9,072,058	0	-
53c Costs of Financing from Additional Rent and certain Interest Earnings	29,715,483	0	29,715,483	29,710,630	-	29,710,630	4,853	-
54								
55 Total Additional Rent Sources (Net of COI)	(367,771,501)	0	(367,771,501)	(307,715,168)	(18,328,193.52)	(326,043,361)	(41,728,140)	-
56								
57 TOTAL SOURCES (NET OF COI)	(904,261,795)	0	(904,261,795)	(438,666,193)	(18,328,193.52)	(456,994,386)	(447,267,409)	-
58								
59 Additional Rent Account at Vacant Possession (5-12-10)	213,978,702	0	213,978,702	153,917,517	18,328,193.52	172,245,710	41,732,992	-
60 Construction Account Balance at Vacant Possession (5-12-10)	405,539,268	0	405,539,268	-	-	-	405,539,268	-
61								

**EXHIBIT A
BARCLAYS ARENA
REQUISITION # 14
ARENA BUILDING**

	(A)	(B)	(C)	(D)	(E)	(F) = (D+E)	(G) = (C-F)	(H)
	Arena Building Budget	Budget Revisions	Revised Budget	Previously Expended	Current Requisition	Total Expended to date	Remaining Balance	Retainage To Date
1 Site Acquisition Costs:	124,125,125	0	124,125,125	124,125,125	0	124,125,125	0	-
2								
3 Hard Costs:								
4 Trades	395,246,107	(3,236,385)	392,009,722	90,117,481	11,753,552	101,871,033	290,138,689	8,231,915
5 GC / CM Fee	58,642,649	0	58,642,649	22,321,372	1,582,879	23,904,251	34,738,398	-
6 GMP Contingency	19,679,350	0	19,679,350	0	0	0	19,679,350	-
7 Hunt Add / Alternate Allowance for Site Reqs. & FF&E	0	0	0	0	0	0	0	-
8 Preconstruction Estimating Services	8,914,565	0	8,914,565	8,864,565	0	8,864,565	50,000	-
9 Permits, Bonds	750,000	0	750,000	554,869	0	554,869	195,131	-
10 Owner's Testing/Survey	1,341,007	0	1,341,007	1,305,562	164,755	1,470,317	(129,310)	-
11 Owner's Design/Scope Contingency	22,619,332	0	22,619,332	0	0	0	22,619,332	-
12 Total Hard Costs	507,193,010	(3,236,385)	503,956,625	123,163,849	13,501,186	136,665,035	367,291,590	8,231,915
13								
14 Soft Costs and Other:								
15 Architecture & Engineering	93,238,819	1,877,000	95,115,819	91,139,818	2,035,206	93,175,023	1,940,795	-
16 Legal	2,665,000	(1,000,000)	1,665,000	924,962	0	924,962	740,038	-
17 Development Costs	45,000,000	0	45,000,000	38,820,780	260,000	39,080,780	5,919,220	-
18 Project Expenses / Marketing	29,085,305	(2,000,000)	27,085,305	23,041,614	59,558	23,101,172	3,984,133	-
19 Insurance / Commissioning / Other	3,126,084	2,724,261	5,850,345	3,405,777	0	3,405,777	2,444,568	-
20 Development Contingency	2,671,795	0	2,671,795	0	0	0	2,671,795	-
21 Total Soft Costs & Other	175,787,003	1,601,261	177,388,264	157,332,951	2,354,764	159,687,715	17,700,549	-
22								
23 Total Project Costs	807,105,138	(1,635,124)	805,470,014	404,621,925	15,855,950	420,477,875	384,992,139	8,231,915
24								
25 Total AP	0	0	0	(257,940)	0	(257,940)	257,940	-
26								
27 Total Liability	0	0	0	(257,940)	0	(257,940)	257,940	-
28								
29 TOTAL USES	807,105,138	(1,635,124)	805,470,014	404,363,984	15,855,950	420,219,935	385,250,080	8,231,915
30 Add: COI this period					0			
31 TOTAL ARENA (w/ COI)					15,855,950			

**EXHIBIT A
BARCLAYS ARENA
REQUISITION # 14
TRANSIT CONNECTION**

	(A)	(B)	(C)	(D)	(E)	(F) = (D+E)	(G) = (C-F)	(H)
	Transit Connection Budget	Budget Revisions	Revised Budget	Previously Expended	Current Requisition	Total Expended to date	Remaining Balance	Retainage To Date
1 Site Acquisition Costs:	0	0	0	0	0	0	0	
2								
3 Hard Costs:								
4 Trades	58,524,500	(1,446,000)	57,078,500	21,484,532	2,299,535	23,784,067	33,294,433	2,434,989
5 GC / CM Fee	0	1,746,000	1,746,000	1,394,567	70,954	1,465,521	280,479	156,398
6 GMP Contingency	0	0	0	0	0	0	0	
7 Hunt Add / Alternate Allowance for Site Reqs. & FF&E	0	0	0	0	0	0	0	
8 Preconstruction Estimating Services	2,282,244	0	2,282,244	1,981,240	0	1,981,240	301,004	
9 Permits, Bonds	1,166,850	(500,000)	666,850	399,188	0	399,188	267,662	
10 Owner's Testing/Survey	0	500,000	500,000	120,259	9,081	129,340	370,660	
11 Owner's Design/Scope Contingency	6,033,960	(1,800,000)	4,233,960	0	0	0	4,233,960	
12 Total Hard Costs	68,007,554	(1,500,000)	66,507,554	25,379,785	2,379,570.10	27,759,355	38,748,199	2,591,387
13								
14 Soft Costs and Other:								
15 Architecture & Engineering	3,117,848	1,500,000	4,617,848	4,108,275	86,364	4,194,639	423,210	
16 Legal	163,180	0	163,180	163,180	0	163,180	0	
17 Development Costs	0	0	0	0	0	0	0	
18 Project Expenses / Marketing	0	125,000	125,000	55,269	3,525	58,794	66,206	
19 Insurance / Commissioning / Other	285,070	270,099	555,169	440,160	0	440,160	115,009	
20 Development Contingency	0	0	0	0	0	0	0	
21 Total Soft Costs & Other	3,566,098	1,895,099	5,461,197	4,766,884	89,889	4,856,773	604,424	-
22								
23 Total Project Costs	71,573,652	395,099	71,968,751	30,146,668	2,469,460	32,616,128	39,352,623	2,591,387
24								
25 Total AP	0			(7,820)	0	(7,820)	7,820	
26								
27 Total Liability	0	0	0	(7,820)	0	(7,820)	7,820	-
28								
29 TOTAL USES	71,573,652	395,099	71,968,751	30,138,848	2,469,460	32,608,308	39,360,443	2,591,387

**EXHIBIT A
BARCLAYS ARENA
REQUISITION # 14
ARENA SITEWORK**

	(A)	(B)	(C)	(D)	(E)	(F) = (D+E)	(G) = (C-F)	(H)
	Arena Sitework Budget	Budget Revisions	Revised Budget	Previously Expended	Current Requisition	Total Expended to date	Remaining Balance	Retainage To Date
1 Site Acquisition Costs:	0	0	0	0	0	0	0	
2								
3 Hard Costs:								
4 Trades	15,734,060	0	15,734,060	372,479	0	372,479	15,361,582	
5 GC / CM Fee	1,888,087	0	1,888,087	0	0	0	1,888,087	
6 GMP Contingency	0	0	0	0	0	0	0	
7 Hunt Add / Alternate Allowance for Site Reqs. & FF&E	0	0	0	0	0	0	0	
8 Preconstruction Estimating Services	150,000	0	150,000	31,598	0	31,598	118,402	
9 Permits, Bonds	354,016	0	354,016	39,649	0	39,649	314,368	
10 Owner's Testing/Survey	199,901	0	199,901	0	0	0	199,901	
11 Owner's Design/Scope Contingency	1,817,284	0	1,817,284	0	0	0	1,817,284	
12 Total Hard Costs	20,143,349	0	20,143,349	443,725	0	443,725	19,699,624	-
13								
14 Soft Costs and Other:								
15 Architecture & Engineering	2,460,631	960,000	3,420,631	3,095,985	1,601	3,097,585	323,046	
16 Legal	0	0	0	0	0	0	0	
17 Development Costs	0	0	0	0	0	0	0	
18 Project Expenses / Marketing	160,000	45,000	205,000	177,549	1,183	178,732	26,268	
19 Insurance / Commissioning / Other	86,676	72,025	158,701	132,449	0	132,449	26,251	
20 Development Contingency	0	0	0	0	0	0	0	
21 Total Soft Costs & Other	2,707,307	1,077,025	3,784,332	3,405,983	2,784	3,408,767	375,555	-
22								
23 Total Project Costs	22,850,656	1,077,025	23,927,681	3,849,709	2,784	3,852,492	20,075,189	-
24								
25 Total AP	0			0	0	0	0	
26								
27 Total Liability	0	0	0	0	0	0	0	-
28								
29 TOTAL USES	22,850,656	1,077,025	23,927,681	3,849,709	2,784	3,852,492	20,075,189	-

**EXHIBIT A
BARCLAYS ARENA
REQUISITION # 14
ARENA MITIGATION**

	(A)	(B)	(C)	(D)	(E)	(F) = (D+E)	(G) = (C-F)	(H)
	Arena Mitigation Budget	Budget Revisions	Revised Budget	Previously Expended	Current Requisition	Total Expended to date	Remaining Balance	Retainage To Date
1 Site Acquisition Costs:	0	0	0	0	0	0	0	
2								
3 Hard Costs:								
4 Trades	2,200,800	0	2,200,800	125,251	0	125,251	2,075,549	
5 GC / CM Fee	163,296	0	163,296	0	0	0	163,296	
6 GMP Contingency	0	0	0	0	0	0	0	
7 Hunt Add / Alternate Allowance for Site Reqs. & FF&E	0	0	0	0	0	0	0	
8 Preconstruction Estimating Services	50,000	0	50,000	0	0	0	50,000	
9 Permits, Bonds	30,618	0	30,618	0	0	0	30,618	
10 Owner's Testing/Survey	0	0	0	0	0	0	0	
11 Owner's Design/Scope Contingency	241,172	0	241,172	0	0	0	241,172	
12 Total Hard Costs	2,685,886	0	2,685,886	125,251	0	125,251	2,560,635	-
13								
14 Soft Costs and Other:								
15 Architecture & Engineering	29,451	163,000	192,451	188,400	0	188,400	4,051	
16 Legal	0	0	0	0	0	0	0	
17 Development Costs	0	0	0	0	0	0	0	
18 Project Expenses / Marketing	0	0	0	0	0	0	0	
19 Insurance / Commissioning / Other	17,010	0	17,010	0	0	0	17,010	
20 Development Contingency	0	0	0	0	0	0	0	
21 Total Soft Costs & Other	46,461	163,000	209,461	188,400	0	188,400	21,061	-
22								
23 Total Project Costs	2,732,347	163,000	2,895,347	313,651	0	313,651	2,581,696	-
24								
25 Total AP	0			0	0	0	0	
26								
27 Total Liability	0	0	0	0	0	0	0	-
28								
29 TOTAL USES	2,732,347	163,000	2,895,347	313,651	0	313,651	2,581,696	-

ARENA
REQUISITION #14

Requisition Line	Vendor name	Invoice	ARENA-BLDG	ARENA-TRANSIT	ARENA-SITEWORK	Grand Total
04 - Trades	Hunt Construction Group Inc.	APP1287-017 BA	11,753,551.77			11,753,551.77
	Hunt Construction Group Inc. Total		11,753,551.77			11,753,551.77
	John Civetta and Sons, Inc.	APP10-1878		2,299,535.10		2,299,535.10
	John Civetta and Sons, Inc. Total			2,299,535.10		2,299,535.10
04 - Trades Total			11,753,551.77	2,299,535.10		14,053,086.87
05 -GC/CM Fee	Hunt Construction Group Inc.	APP1287-017 BA	1,582,879.32			1,582,879.32
	Hunt Construction Group Inc. Total		1,582,879.32			1,582,879.32
	John Civetta and Sons, Inc.	APP10-1878		70,954.00		70,954.00
	John Civetta and Sons, Inc. Total			70,954.00		70,954.00
05 -GC/CM Fee Total			1,582,879.32	70,954.00		1,653,833.32
10 - Owners Testing	Atlantic Engineering Laborator	APP011-1880	148,312.04			148,312.04
	Atlantic Engineering Laborator Total		148,312.04			148,312.04
	Langan Engineering & Environ.	APPL14-0174161	16,442.90			16,442.90
	Langan Engineering & Environ. Total		16,442.90			16,442.90
	Stantec Consulting ServicesInc	APP17-497374		9,081.00		9,081.00
	Stantec Consulting ServicesInc Total			9,081.00		9,081.00
10 - Owners Testing Total			164,754.94	9,081.00		173,835.94
15 - Architecture & Engineering	Burwood Group, Inc.	APP#13	11,875.00			11,875.00
	Burwood Group, Inc. Total		11,875.00			11,875.00
	e4, Inc.	21029	5,000.00			5,000.00
	e4, Inc. Total		5,000.00			5,000.00
	Hunt Construction Group Inc.	APP1287-017 BA	1,911,258.00			1,911,258.00
	Hunt Construction Group Inc. Total		1,911,258.00			1,911,258.00
	Joseph Neto & Associates Inc.	APP001-2056		10,740.00		10,740.00
	Joseph Neto & Associates Inc. Total			10,740.00		10,740.00
	Lovett Silverman Construction	APP18-0203639IN	7,117.00			7,117.00
	Lovett Silverman Construction Total		7,117.00			7,117.00
	Shop Architects PC	090705-25 090705-25 Plaza	46,963.06		1,600.61	46,963.06 1,600.61
	Shop Architects PC Total		46,963.06		1,600.61	48,563.67
	Stantec Consulting ServicesInc	APP17-497374		69,032.24		69,032.24
	Stantec Consulting ServicesInc Total			69,032.24		69,032.24
	Turner Construction Company	APP5-17764M0	52,992.68			52,992.68
	Turner Construction Company Total		52,992.68			52,992.68
	WSP Flack & Kurtz Inc.	APP005-1588		6,591.80		6,591.80
	WSP Flack & Kurtz Inc. Total			6,591.80		6,591.80
15 - Architecture & Engineering Total			2,035,205.74	86,364.04	1,600.61	2,123,170.39
17 - Development Cost	Ascot Brokerage	2101-052411	365,000.00			365,000.00
	Ascot Brokerage Total		365,000.00			365,000.00
	Forest City Ratner Co.	SM043011R	(105,000.00)			(105,000.00)
	Forest City Ratner Co. Total		(105,000.00)			(105,000.00)
17 - Development Cost Total			260,000.00			260,000.00
18 - Project Expenses/Marketing	Artbridge Installations, LLC	2000-051911	15,717.00			15,717.00
	Artbridge Installations, LLC Total		15,717.00			15,717.00
	Darryl E. Greene & Associates	BEC-2011-6(12)	26,291.44	3,525.39	1,183.17	31,000.00
	Darryl E. Greene & Associates Total		26,291.44	3,525.39	1,183.17	31,000.00
	Merritt & Harris Inc.	23041A11	5,850.00			5,850.00
		23041A13	5,850.00			5,850.00
		23041A14	5,850.00			5,850.00
	Merritt & Harris Inc. Total		17,550.00			17,550.00
18 - Project Expenses/Marketing Total			59,558.44	3,525.39	1,183.17	64,267.00
Grand Total			15,855,950.21	2,469,459.53	2,783.78	18,328,193.52

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF PAGES

TO OWNER:

Brooklyn Events Center, LLC
One Metrotech Center North, 11th Floor
Brooklyn, NY 11201

FROM CONTRACTOR:

Hunt Construction Group, Inc.
625 Atlantic Avenue, 3rd Floor
Brooklyn, NY 11217

PROJECT: Barclay's Center Arena
at Atlantic Yards

VIA ARCHITECT:

Ellerbe Beckett
2380 McGee Street
Kansas City, MO 64108

APPLICATION NO: 1287-017 (001)

ARENA ONLY

PERIOD TO: 05/31/11

Distribution to:

☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

PROJECT NOS:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1A. ORIGINAL CONTRACT SUM - GMP	\$	484,594,525.00
1B. LESS CCE PER OCO 16	\$	(8,839,018.00)
1. TOTAL PROJECT COST	\$	475,755,507.00
2. Net change by Change Orders Thru 115	\$	3,306,240.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	479,061,747.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	128,282,086.70
5. RETAINAGE		
a. % of Completed Work (Column D + F on G703)	\$	8,231,914.85
b. % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	8,231,914.85
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	120,050,171.85
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	104,802,482.76
8. CURRENT PAYMENT DUE	\$	15,247,689.09
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	359,011,575.15

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$9,258,841.00	\$7,741,501.00
Total approved this Month on or before 6/1/11	\$1,513,025.00	\$0.00
TOTALS	\$10,771,866.00	\$7,741,501.00
NET CHANGES by Change Order	\$3,030,365.00	

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: Hunt Construction Group, Inc.

By:

Date:

State of
Subscribed and sworn to before me this
Notary Public
My Commission expires

1st day of June

ZAFAR I. AHMED
NOTARY PUBLIC, State of New York
No. 01AH5020844
Qualified in Suffolk County
Commission Expires November 29, 2013

ARCHITECT'S CERTIFICATE FOR PAYMENT


In accordance with the Contract Documents, based on on-site observations and the data comprising the 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

\$

15,247,689.09

(This is a statement of the amount of the amount certified to the Owner. Initial all figures on this Application and all other Continuation Sheets and change orders to conform with the amount certified.)

By:  Date: 6/1/11

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

CONTRIBUTION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT containing
Contractor signed Declaration is attached
In thousands, dollar amounts are shown in the new sheet
Use Column 1 in Contracts when available reference to line items may apply

SUMMARY

Application Number: 1287-017-ANEN
Application Date: 05/31/11
Period To: 05/31/11
Project No: 1287

TRADE CODE	DESCRIPTION OF WORK	GMP	GMP REVISIONS	ADJUSTED GMP (A1+A2)	COMMITTED COST	APPROVED CHANGE ORDERS	ADJUSTED CONTRACT VALUE (B+C)	PREVIOUS APPLICATION	CURRENT APPLICATION	STORED MATERIALS (not in E or F)	TOTAL COMPLETED AND STORED TO DATE (E+F+G)	RETENTION (fr column Q)	TOTAL PAYABLE TO DATE (H)	% COMP (H/D)	LESS PREVIOUS PAYMENTS	NET PAYMENT DUE THIS APPLICATION (J-L)	BALANCE TO COMP. INCL. RETENTION (A-M)	RETENTION FROM PRIOR PERIOD	RETENTION Held / Released THIS PERIOD	RETENTION TO DATE
	A	A1	A2	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
02	SITE WORK	30,410,000	(12,709)	33,197,291	24,747,120	336,164	29,067,214	31,946,310	1,694,924	0	55,816,240	1,462,251	22,701,540	65%	23,494,065	1,694,924	6,514,336	1,462,251	0	1,462,251
03A	CONCRETE	15,810,189	(151,736)	15,658,453	10,301,422	0	9,297,784	2,593,393	644,114	0	2,818,700	351,811	3,706,634	39%	2,402,454	7,044,314	266,796	91,332	381,871	
03B	PRECAST CONCRETE	8,210,160	(5,300,560)	2,909,600	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
04	MASONRY	13,893,860	(450,000)	12,443,860	12,443,860	0	12,443,860	0	0	0	0	0	0	0	0	0	0	0	0	
05	STRUCTURAL STEEL / DECK	50,134,722	12,716,509	62,851,231	51,450,873	6,450,140	57,901,413	24,341,341	2,354,443	1,691,584	59,866,944	2,026,800	28,082,412	63%	24,244,307	34,849,758	2,694,134	132,742	2,825,896	
06A	METAL FABRICATIONS	7,394,362	(96,367)	7,297,995	7,297,995	0	7,297,995	0	0	0	0	0	0	0	0	0	0	0	0	
06B	WOOD	4,432,180	0	4,432,180	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
07A	WATERPROOFING	2,125,000	0	2,125,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
07B	SPRAY FIREPROOFING	3,455,000	0	3,455,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
07C	METAL WALL PANELS	1,742,550	0	1,742,550	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
08A	DOORS & FRAMES	1,610,975	(50,800)	1,560,175	1,560,175	0	1,560,175	0	0	0	0	0	0	0	0	0	0	0	0	
08B	ENTRANCES & STOREFRONTS	1,773,074	0	1,773,074	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
09	FISHIES	2,732,110	(232,473)	2,499,637	2,499,637	0	2,499,637	0	0	0	0	0	0	0	0	0	0	0	0	
10A	SPECIALTIES	1,400,182	(1,000)	1,399,182	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
11A	SIGNAGE & GRAPHICS	3,000,000	(108,134)	2,891,866	2,891,866	0	2,891,866	0	0	0	0	0	0	0	0	0	0	0	0	
11B	EQUIPMENT	1,175,000	0	1,175,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
12A	FOOD SERVICE EDP	10,825,620	(547,593)	10,278,027	9,305,300	162,114	9,467,414	3,221,054	0	0	3,221,054	322,106	9,789,568	34%	2,308,954	2,308,954	22,000,000	322,106	0	322,106
12B	HEATING & PLATFORMS	1,550,800	0	1,550,800	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
13A	HYDROTHERAPY	1,175,000	(202,200)	972,800	972,800	0	972,800	0	0	0	0	0	0	0	0	0	0	0	0	
13B	ICE FLOOR & DAMPERBOARDS	3,400,000	0	3,400,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
13C	SCHEIDTGOFF & VIDEO DISPLAY	9,984,400	0	9,984,400	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
14A	ELEVATORS & ESCALATORS	6,847,250	(51,100)	6,796,150	5,500,000	0	5,500,000	1,000,000	0	0	1,000,000	0	0	0	0	0	0	0	0	
14B	TRUCK TURNTABLE	1,972,000	(48,000)	1,924,000	1,924,000	0	1,924,000	0	0	0	0	0	0	0	0	0	0	0	0	
15A	PLUMBING & HVAC	56,343,000	(137,750)	56,205,250	56,205,250	0	56,205,250	0	0	0	0	0	0	0	0	0	0	0	0	
15B	FIRE PROTECTION	5,435,000	0	5,435,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
16A	ELECTRICAL	48,511,724	(2,266,335)	46,245,389	46,245,389	0	46,245,389	0	0	0	0	0	0	0	0	0	0	0	0	
17	TECHNOLOGY	21,053,343	(1,074,769)	19,978,574	19,978,574	0	19,978,574	0	0	0	0	0	0	0	0	0	0	0	0	
20	EXTERIOR FACADE ALLOWANCE	30,194,310	(38,870,980)	52,065,290	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TOTAL TRADE COST		383,898,738	(2,002,677)	381,896,061	283,006,234	24,980,290	308,076,530	81,903,418	9,240,718	3,272,716	84,256,050	8,221,818	88,129,818		74,311,463	11,761,662	295,759,040	7,431,878	789,240	8,899,365

TRADE CODE	DESCRIPTION OF WORK	GMP	GMP REVISIONS	ADJUSTED GMP (A1+A2)	COMMITTED COST	APPROVED CHANGE ORDERS	ADJUSTED CONTRACT VALUE (B+C)	PREVIOUS APPLICATION	CURRENT APPLICATION	STORED MATERIALS (not in E or F)	TOTAL COMPLETED AND STORED TO DATE (E+F+G)	RETENTION (fr column Q)	TOTAL PAYABLE TO DATE (H)	% COMP (H/D)	LESS PREVIOUS PAYMENTS	NET PAYMENT DUE THIS APPLICATION (J-L)	BALANCE TO COMP. INCL. RETENTION (A-M)	RETENTION FROM PRIOR PERIOD	RETENTION Held / Released THIS PERIOD (M-F)	RETENTION TO DATE
A		A1	A2	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
01	Fixed General Conditions	21,865,851	1,175,701	23,041,552	21,845,901	1,762,661	25,258,405	13,740,192	700,190	0	13,662,692	0	13,662,692	59%	13,240,769	760,150	2,987,460	0	0	0
01	CONTRACT Conditions	1,700,282	835,000	2,535,282	0,700,282	0,000,000	10,325,271	2,637,740	273,414	0	2,611,167	0	2,611,167	28%	2,637,740	0	0	0	0	0
01	Insurance	1,800,500	0	1,800,500	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01	Design Builders Fee - BASE LUMP SUM	10,202,000	(210,297)	9,991,703	18,400,000	200,000	18,400,000	0	0	0	0	0	0	0	0	0	0	0	0	0
	TOTAL GCMC Fee	58,542,439	(2,810,987)	55,731,452	58,442,248	2,800,000	61,442,248	13,978,708	1,882,978	0	21,661,684	0	21,661,684		19,878,708	1,582,879	30,801,928	0	0	0
23	Electric Switch & Design Fees	8,995,295	598,471	9,593,766	9,593,766	588,471	0	512,791	0	1,375,065	0	0	6,811,274	77%	6,811,274	2,085,701	0	0	0	0
23	Electric Switch & Consultants	4,551,475	1,047,125	5,598,600	4,551,475	0	1,047,125	3,295,742	1,293,947	0	4,670,172	0	4,670,172	84%	3,885,742	1,364,017	0	0	0	0
23	3rd Party Construction Services	0	338,535	338,535	0	0	338,535	306,176	3,320	0	342,500	0	342,500	77%	3,085,175	3,320	0	0	0	0
	TOTAL ABE	13,546,770	2,934,134	15,582,104	13,166,770	2,834,134	16,382,104	10,452,231	1,911,256	0	12,363,486	0	12,363,486		10,452,231	1,911,256	3,218,615	0	0	0
01	GMP Transfer	0	1,510,842	1,510,842	0	0	1,510,842	0	0	0	0	0	0	0	0	0	1,510,842	0	0	0
01	Contingency (on GCMC items only)	19,972,256	(1,048,000)	18,924,256	0	0	0	0	0	0	0	0	0	0	0	0	18,931,421	0	0	0
CONTRACT SUBTOTAL		476,755,507	(3,308,237)	473,447,270	358,264,653	31,713,875	385,068,528	112,824,467	12,774,653	3,272,716	128,282,087	8,221,818	130,050,718		104,802,483	15,247,659	359,011,572	7,431,878	789,240	8,899,365
23	ICE Agreement (10/00/09 Lump Sum)	8,830,018	0	8,830,018	8,830,018	0	8,830,018	8,830,018	0	0	8,830,018	0	8,830,018	100%	8,830,018	0	0	0	0	0
CONTRACT TOTAL		484,894,825	(3,308,237)	481,586,588	367,133,871	31,713,875	393,877,346	121,677,478	12,774,653	3,272,716	137,112,105	8,221,818	138,889,190		113,632,501	15,247,659	367,011,572	7,431,878	789,240	8,899,365
Impress Account		0	0	0	0	0	0	1,000,000	0	0	1,000,000	0	1,000,000	0	1,000,000	0	(1,000,000)	0	0	0

(1) 30% 4%

Discussion

PC REF#	TRADE CODE	TYPE	VENUE CODE	DESCRIPTION OF WORK	GMP	GMP REVISION	ADJUSTED GMP (A1+A2)	COMMITTED COST	APPROVED CHANGE ORDERS	ADJUSTED CONTRACT VALUE (B+C)	PREVIOUS APPLICATION	CURRENT APPLICATION	STORED MATERIALS (Net in B or C)	TOTAL COMPLETED AND STORED	RETENTION TO DATE (net of G)	TOTAL PAYABLE TO DATE (M)	% COMP (M)	LESS PREVIOUS PAYMENTS	NET PAYMENT DUE THIS APPLICATION (A4)	BALANCE TO GMP INCL. RETENTION (A5)	RETENTION FROM PRIOR PERIOD	RETENTION Held (Revised) THIS PERIOD (O4)	RETENTION TO DATE
					A1	A2	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
0000	01			SITE WORK	30,415,000	(17,114)	30,397,886	70,717,130.00	335,164	28,062,314	31,062,316.00	1,999,703.85	1,999,703.85	23,818,316.85	1,432,702.86	31,302,309.43	82%	30,684,000.00	1,608,308.85	8,614,206.57	1,432,702.86	-	1,181,503.71
1553-001	03-0000-11	(01)	UNRESERVED	Excavate & Backfill	(18,500,000)	(739,530)	(19,239,530)	28,130,000	(167,176)	27,962,823	1,608,323.69	1,608,323.69	10,718,776.69	1,351,323.69	29,404,320.72	61%	29,404,320.72	1,608,323.69	6,002,000.00	1,351,323.69	-	1,351,323.69	
03-0000-11	03-0000-11	(01)	UNRESERVED	Excavate & Backfill	(18,500,000)	(739,530)	(19,239,530)	28,130,000	(167,176)	27,962,823	1,608,323.69	1,608,323.69	10,718,776.69	1,351,323.69	29,404,320.72	61%	29,404,320.72	1,608,323.69	6,002,000.00	1,351,323.69	-	1,351,323.69	
03-0000-11	03-0000-11	(01)	UNRESERVED	Excavate & Backfill	(18,500,000)	(739,530)	(19,239,530)	28,130,000	(167,176)	27,962,823	1,608,323.69	1,608,323.69	10,718,776.69	1,351,323.69	29,404,320.72	61%	29,404,320.72	1,608,323.69	6,002,000.00	1,351,323.69	-	1,351,323.69	
03-0000-11	03-0000-11	(01)	UNRESERVED	Excavate & Backfill	(18,500,000)	(739,530)	(19,239,530)	28,130,000	(167,176)	27,962,823	1,608,323.69	1,608,323.69	10,718,776.69	1,351,323.69	29,404,320.72	61%	29,404,320.72	1,608,323.69	6,002,000.00	1,351,323.69	-	1,351,323.69	
03-0000-11	03-0000-11	(01)	UNRESERVED	Excavate & Backfill	(18,500,000)	(739,530)	(19,239,530)	28,130,000	(167,176)	27,962,823	1,608,323.69	1,608,323.69	10,718,776.69	1,351,323.69	29,404,320.72	61%	29,404,320.72	1,608,323.69	6,002,000.00	1,351,323.69	-	1,351,323.69	
03-0000-11	03-0000-11	(01)	UNRESERVED	Excavate & Backfill	(18,500,000)	(739,530)	(19,239,530)	28,130,000	(167,176)	27,962,823	1,608,323.69	1,608,323.69	10,718,776.69	1,351,323.69	29,404,320.72	61%	29,404,320.72	1,608,323.69	6,002,000.00	1,351,323.69	-	1,351,323.69	
03-0000-11	03-0000-11	(01)	UNRESERVED	Excavate & Backfill	(18,500,000)	(739,530)	(19,239,530)	28,130,000	(167,176)	27,962,823	1,608,323.69	1,608,323.69	10,718,776.69	1,351,323.69	29,404,320.72	61%	29,404,320.72	1,608,323.69	6,002,000.00	1,351,323.69	-	1,351,323.69	
03-0000-11	03-0000-11	(01)	UNRESERVED	Excavate & Backfill	(18,500,000)	(739,530)	(19,239,530)	28,130,000	(167,176)	27,962,823	1,608,323.69	1,608,323.69	10,718,776.69	1,351,323.69	29,404,320.72	61%	29,404,320.72	1,608,323.69	6,002,000.00	1,351,323.69	-	1,351,323.69	
03-0000-11	03-0000-11	(01)	UNRESERVED	Excavate & Backfill	(18,500,000)	(739,530)	(19,239,530)	28,130,000	(167,176)	27,962,823	1,608,323.69	1,608,323.69	10,718,776.69	1,351,323.69	29,404,320.72	61%	29,404,320.72	1,608,323.69	6,002,000.00	1,351,323.69	-	1,351,323.69	
03-0000-11	03-0000-11	(01)	UNRESERVED	Excavate & Backfill	(18,500,000)	(739,530)	(19,239,530)	28,130,000	(167,176)	27,962,823	1,608,323.69	1,608,323.69	10,718,776.69	1,351,323.69	29,404,320.72	61%	29,404,320.72	1,608,323.69	6,002,000.00	1,351,323.69	-	1,351,323.69	
03-0000-11	03-0000-11	(01)	UNRESERVED	Excavate & Backfill	(18,500,000)	(739,530)	(19,239,530)	28,130,000	(167,176)	27,962,823	1,608,323.69	1,608,323.69	10,718,776.69	1,351,323.69	29,404,320.72	61%	29,404,320.72	1,608,323.69	6,002,000.00	1,351,323.69	-	1,351,323.69	
03-0000-11	03-0000-11	(01)	UNRESERVED	Excavate & Backfill	(18,500,000)	(739,530)	(19,239,530)	28,130,000	(167,176)	27,962,823	1,608,323.69	1,608,323.69	10,718,776.69	1,351,323.69	29,404,320.72	61%	29,404,320.72	1,608,323.69	6,002,000.00	1,351,323.69	-	1,351,323.69	
03-0000-11	03-0000-11	(01)	UNRESERVED	Excavate & Backfill	(18,500,000)	(739,530)	(19,239,530)	28,130,000	(167,176)	27,962,823	1,608,323.69	1,608,323.69	10,718,776.69	1,351,323.69	29,404,320.72	61%	29,404,320.72	1,608,323.69	6,002,000.00	1,351,323.69	-	1,351,323.69	
03-0000-11	03-0000-11	(01)	UNRESERVED	Excavate & Backfill	(18,500,000)	(739,530)	(19,239,530)	28,130,000	(167,176)	27,962,823	1,608,323.69	1,608,323.69	10,718,776.69	1,351,323.69	29,404,320.72	61%	29,404,320.72	1,608,323.69	6,002,000.00	1,351,323.69	-	1,351,323.69	
03-0000-11	03-0000-11	(01)	UNRESERVED	Excavate & Backfill	(18,500,000)	(739,530)	(19,239,530)	28,130,000	(167,176)	27,962,823	1,608,323.69	1,608,323.69	10,718,776.69	1,351,323.69	29,404,320.72	61%	29,404,320.72	1,608,323.69	6,002,000.00	1,351,323.69	-	1,351,323.69	
03-0000-11	03-0000-11	(01)	UNRESERVED	Excavate & Backfill	(18,500,000)	(739,530)	(19,239,530)	28,130,000	(167,176)	27,962,823	1,608,323.69	1,608,323.69	10,718,776.69	1,351,323.69	29,404,320.72	61%	29,404,320.72	1,608,323.69	6,002,000.00	1,351,323.69	-	1,351,323.69	
03-0000-11	03-0000-11	(01)	UNRESERVED	Excavate & Backfill	(18,500,000)	(739,530)	(19,239,530)	28,130,000	(167,176)	27,962,823	1,608,323.69	1,608,323.69	10,718,776.69	1,351,323.69	29,404,320.72	61%	29,404,320.72	1,608,323.69	6,002,000.00	1,351,323.69	-	1,351,323.69	
03-0000-11	03-0000-11	(01)	UNRESERVED	Excavate & Backfill	(18,500,000)	(739,530)	(19,239,530)	28,130,000	(167,176)	27,962,823	1,608,323.69	1,608,323.69	10,718,776.69	1,351,323.69	29,404,320.72	61%	29,404,320.72	1,608,323.69	6,002,000.00	1,351,323.69	-	1,351,323.69	
03-0000-11	03-0000-11	(01)	UNRESERVED	Excavate & Backfill	(18,500,000)	(739,530)	(19,239,530)	28,130,000	(167,176)	27,962,823	1,608,323.69	1,608,323.69	10,718,776.69	1,351,323.69	29,404,320.72	61%	29,404,320.72	1,608,323.69	6,002,000.00	1,351,323.69	-	1,351,323.69	
03-0000-11	03-0000-11	(01)	UNRESERVED	Excavate & Backfill	(18,500,000)	(739,530)	(19,239,530)	28,130,000	(167,176)	27,962,823	1,608,323.69	1,608,323.69	10,718,776.69	1,351,323.69	29,404,320.72	61%	29,404,320.72	1,608,323.69	6,002,000.00	1,351,323.69	-	1,351,323.69	
03-0000-11	03-0000-11	(01)	UNRESERVED	Excavate & Backfill	(18,500,000)	(739,530)	(19,239,530)	28,130,000	(167,176)	27,962,823	1,608,323.69	1,608,323.69	10,718,776.69	1,351,323.69	29,404,320.72	61%	29,404,320.72	1,608,323.69	6,002,000.00	1,351,323.69	-	1,351,323.69	
03-0000-11	03-0000-11	(01)	UNRESERVED	Excavate & Backfill	(18,500,000)	(739,530)	(19,239,530)	28,130,000	(167,176)	27,962,823	1,608,323.69	1,608,323.69	10,718,776.69	1,351,323.69	29,404,320.72	61%	29,404,320.72	1,608,323.69	6,002,000.00	1,351,323.69	-	1,351,323.69	
03-0000-11	03-0000-11	(01)	UNRESERVED	Excavate & Backfill	(18,500,000)	(739,530)	(19,239,530)	28,130,000	(167,176)	27,962,823	1,608,323.69	1,608,323.69	10,718,776.69	1,351,323.69	29,404,320.72	61%	29,404,320.72	1,608,323.69	6,002,000.00	1,351,323.69	-	1,351,323.69	
03-0000-11	03-0000-11	(01)	UNRESERVED	Excavate & Backfill	(18,500,000)	(739,530)	(19,239,530)	28,130,000	(167,176)	27,962,823	1,608,323.69	1,608,323.69	10,718,776.69	1,351,323.69	29,404,320.72	61%	29,404,320.72	1,608,323.69	6,002,000.00	1,351,323.69	-	1,351,323.69	
03-0000-11	03-0000-11	(01)	UNRESERVED	Excavate & Backfill	(18,500,000)	(739,530)	(19,239,530)	28,130,000	(167,176)	27,962,823	1,608,323.69	1,608,323.69	10,718,776.69	1,351,323.69	29,404,320.72	61%	29,404,320.72	1,608,323.69	6,002,000.00	1,351,323.69	-	1,351,323.69	
03-0000-11	03-0000-11	(01)	UNRESERVED	Excavate & Backfill	(18,500,000)	(739,530)	(19,239,530)	28,130,000	(167,176)	27,962,823	1,608,323.69	1,608,323.69	10,718,776.69	1,351,323.69	29,404,320.72	61%	29,404,320.72	1,608,323.69	6,002,000.00	1,351,323.69	-	1,351,323.69	
03-0000-11	03-0000-11	(01)	UNRESERVED	Excavate & Backfill	(18,500,000)	(739,530)	(19,239,530)	28,130,000	(167,176)	27,962,823	1,608,323.69	1,608,323.69	10,718,776.69	1,351,323.69	29,404,320.72	61%	29,404,320.72	1,608,323.69	6,002,000.00	1,351,323.69	-	1,351,323.69	
03-0000-11	03-0000-11	(01)	UNRESERVED	Excavate & Backfill	(18,500,000)	(739,530)	(19,239,530)	28,130,000	(167,176)	27,962,823	1,608,323.69	1,608,323.69	10,718,776.69	1,351,323.69	29,404,320.72	61%	29,404,320.72	1,608,323.69	6,002,000.00	1,351,323.69	-	1,351,323.69	
03-0000-11	03-0000-11	(01)	UNRESERVED	Excavate & Backfill	(18,500,000)	(739,530)	(19,239,530)	28,130,000	(167,176)	27,962,823	1,608,323.69	1,608,323.69	10,718,776.69	1,351,323.69	29,404,320.72	61%	29,404,320.72	1,608,323.69	6,002,000.00	1,351,323.69	-	1,351,323.69	
03-0000-11	03-0000-11	(01)	UNRESERVED	Excavate & Backfill	(18,500,000)	(739,530)	(19,239,530)	28,130,000	(167,176)	27,962,823	1,608,323.69	1,608,323.69	10,718,776.69	1,351,323.69	29,404,320.72	61%	29,404,320.72	1,608,323.69	6,002,000.00	1,351,323.69	-	1,351,323.69	
03-0000-11	03-0000-11	(01)	UNRESERVED	Excavate & Backfill	(18,500,000)	(739,530)	(19,239,530)	28,130,000	(167,176)	27,962,823	1,608,323.69	1,608,323.69	10,718,776.69	1,351,323.69	29,404,320.72	61%	29,404,320.72	1,608,323.69	6,002,000.00	1,351,323.69	-	1,351,323.69	
03-0000-11	03-0000-11	(01)	UNRESERVED	Excavate & Backfill	(18,500,000)	(739,530)	(19,239,530)	28,130,000	(167,176)	27,962,823	1,608,323.69	1,608,323.69	10,718,776.69	1,351,323.69	29,404,320.72	61%	29,404,320.72	1,608,323.69	6,002,000.00	1,351,323.69	-	1,351,323.69	
03-0000-11	03-0000-11	(01)	UNRESERVED	Excavate & Backfill	(18,500,000)	(739,530)	(19,239,530)	28,130,000	(167,176)	27,962,823	1,608,323.69	1,608,323.69	10,718,776.69	1,351,323.69	29,404,320.72	61%	29,404,320.72	1,608,323.69	6,002,000.00	1,351,323.69	-	1,351,323.69	
03-0000-11	03-0000-11	(01)	UNRESERVED	Excavate & Backfill	(18,500,000)	(739,530)	(19,239,530)	28,130,000	(167,176)	27,962,823	1,608,323.69	1,608,323.69	10,718,776.69	1,351,323.69	29,404,320.72	61%	29,404,320.72	1,608,323.69	6,002,000.00	1,351,323.69	-	1,351,323.69	
03-0000-11	03-0000-11	(01)	UNRESERVED	Excavate & Backfill	(18,500,000)	(739,530)	(19,239,530)	28,130,000	(167,176)	27,962,823	1,608,323.69	1,608,323.69	10,718,776.69	1,351,323.69	29,404,320.72	61%	29,404,320.72	1,608,323.69	6,002,000.00	1,351,323.69	-	1,351,323.69	
03-0000-11	03-0000-11	(01)	UNRESERVED	Excavate & Backfill	(18,500,000)	(739,530)	(19,23																

CONTINUATION SHEET

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN
OTHERWISE BY THE NATIONAL ARCHIVES AND RECORDS ADMINISTRATION

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN
OTHERWISE BY THE NATIONAL ARCHIVES AND RECORDS ADMINISTRATION

325 001 00

48,300,000

DETAIL

Applicant's Name	1287-047-ARJUNA
Applicant's Date	2011
Yr	2011
Project No	1287

[illegible]

18,300 4021

1787

PL-#REF	TRADE CODE	TYPE	VEHICLE CODE	DESCRIPTION OF WORK	QWP	QWP BEGINNING	ADJUSTED QWP (A+B+C)	COMMITTED COST	APPROVED CHANGE ORDERS	ADJUSTED CONTRACT VALUE (D+E)	PREVIOUS APPLICATION	CURRENT APPLICATION	STOCKED MATERIALS (F+G+H+I)	TOTAL COMPLETED AND STAGED TO DATE	RETENTION TO DATE (J+K)	PAYABLE TO DATE (M)	% COMP (N)	LESS PREVIOUS PAYMENTS	NET PAYMENT DUE THIS APPLICATION (A)	BALANCE TO QWP BGL. RETENTION (A-I)	RETENTION FROM PRIOR PERIOD	RETENTION (Held 21th and 22th) THIS PERIOD (J+K)	RETENTION TO DATE
					A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	
1982-005	11-AC-NC	BS	HUMANE	Hydro. Lines Installation	170,250	0	170,250	122,099	0	170,250	0	0	0	170,250	0	0	0	0	0	0	0	0	
	11-AC-NC			2nd & 3rd Floor	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
QWP	11B			ICE FLOOR & DAMENBOARDS	5,400,000	0	5,400,000	3,485,000.00	0	5,400,000	190,000.00	130,000.00	410,000.00	751,000.00	76,150.00	0	20%	1,020,000.00	490,000.00	2,310,000.00	18,000.00	0	0
1982-014	11-AC-NC	BS	HUMANE	ICE FLOOR & DAMENBOARDS	5,400,000	0	5,400,000	3,485,000.00	0	5,400,000	190,000.00	130,000.00	410,000.00	751,000.00	76,150.00	0	20%	1,020,000.00	490,000.00	2,310,000.00	18,000.00	0	0
QWP	11C			ICE FLOOR & DAMENBOARDS	5,400,000	0	5,400,000	3,485,000.00	0	5,400,000	190,000.00	130,000.00	410,000.00	751,000.00	76,150.00	0	20%	1,020,000.00	490,000.00	2,310,000.00	18,000.00	0	0
1982-015	11-AC-NC	BS	HUMANE	ICE FLOOR & DAMENBOARDS	5,400,000	0	5,400,000	3,485,000.00	0	5,400,000	190,000.00	130,000.00	410,000.00	751,000.00	76,150.00	0	20%	1,020,000.00	490,000.00	2,310,000.00	18,000.00	0	0
QWP	11D			ICE FLOOR & DAMENBOARDS	5,400,000	0	5,400,000	3,485,000.00	0	5,400,000	190,000.00	130,000.00	410,000.00	751,000.00	76,150.00	0	20%	1,020,000.00	490,000.00	2,310,000.00	18,000.00	0	0
1982-016	11-AC-NC	BS	HUMANE	ICE FLOOR & DAMENBOARDS	5,400,000	0	5,400,000	3,485,000.00	0	5,400,000	190,000.00	130,000.00	410,000.00	751,000.00	76,150.00	0	20%	1,020,000.00	490,000.00	2,310,000.00	18,000.00	0	0
QWP	11E			ICE FLOOR & DAMENBOARDS	5,400,000	0	5,400,000	3,485,000.00	0	5,400,000	190,000.00	130,000.00	410,000.00	751,000.00	76,150.00	0	20%	1,020,000.00	490,000.00	2,310,000.00	18,000.00	0	0
1982-017	11-AC-NC	BS	HUMANE	ICE FLOOR & DAMENBOARDS	5,400,000	0	5,400,000	3,485,000.00	0	5,400,000	190,000.00	130,000.00	410,000.00	751,000.00	76,150.00	0	20%	1,020,000.00	490,000.00	2,310,000.00	18,000.00	0	0
QWP	11F			ICE FLOOR & DAMENBOARDS	5,400,000	0	5,400,000	3,485,000.00	0	5,400,000	190,000.00	130,000.00	410,000.00	751,000.00	76,150.00	0	20%	1,020,000.00	490,000.00	2,310,000.00	18,000.00	0	0
1982-018	11-AC-NC	BS	HUMANE	ICE FLOOR & DAMENBOARDS	5,400,000	0	5,400,000	3,485,000.00	0	5,400,000	190,000.00	130,000.00	410,000.00	751,000.00	76,150.00	0	20%	1,020,000.00	490,000.00	2,310,000.00	18,000.00	0	0
QWP	11G			ICE FLOOR & DAMENBOARDS	5,400,000	0	5,400,000	3,485,000.00	0	5,400,000	190,000.00	130,000.00	410,000.00	751,000.00	76,150.00	0	20%	1,020,000.00	490,000.00	2,310,000.00	18,000.00	0	0
1982-019	11-AC-NC	BS	HUMANE	ICE FLOOR & DAMENBOARDS	5,400,000	0	5,400,000	3,485,000.00	0	5,400,000	190,000.00	130,000.00	410,000.00	751,000.00	76,150.00	0	20%	1,020,000.00	490,000.00	2,310,000.00	18,000.00	0	0
QWP	11H			ICE FLOOR & DAMENBOARDS	5,400,000	0	5,400,000	3,485,000.00	0	5,400,000	190,000.00	130,000.00	410,000.00	751,000.00	76,150.00	0	20%	1,020,000.00	490,000.00	2,310,000.00	18,000.00	0	0
1982-020	11-AC-NC	BS	HUMANE	ICE FLOOR & DAMENBOARDS	5,400,000	0	5,400,000	3,485,000.00	0	5,400,000	190,000.00	130,000.00	410,000.00	751,000.00	76,150.00	0	20%	1,020,000.00	490,000.00	2,310,000.00	18,000.00	0	0
QWP	11I			ICE FLOOR & DAMENBOARDS	5,400,000	0	5,400,000	3,485,000.00	0	5,400,000	190,000.00	130,000.00	410,000.00	751,000.00	76,150.00	0	20%	1,020,000.00	490,000.00	2,310,000.00	18,000.00	0	0
1982-021	11-AC-NC	BS	HUMANE	ICE FLOOR & DAMENBOARDS	5,400,000	0	5,400,000	3,485,000.00	0	5,400,000	190,000.00	130,000.00	410,000.00	751,000.00	76,150.00	0	20%	1,020,000.00	490,000.00	2,310,000.00	18,000.00	0	0
QWP	11J			ICE FLOOR & DAMENBOARDS	5,400,000	0	5,400,000	3,485,000.00	0	5,400,000	190,000.00	130,000.00	410,000.00	751,000.00	76,150.00	0	20%	1,020,000.00	490,000.00	2,310,000.00	18,000.00	0	0
1982-022	11-AC-NC	BS	HUMANE	ICE FLOOR & DAMENBOARDS	5,400,000	0	5,400,000	3,485,000.00	0	5,400,000	190,000.00	130,000.00	410,000.00	751,000.00	76,150.00	0	20%	1,020,000.00	490,000.00	2,310,000.00	18,000.00	0	0
QWP	11K			ICE FLOOR & DAMENBOARDS	5,400,000	0	5,400,000	3,485,000.00	0	5,400,000	190,000.00	130,000.00	410,000.00	751,000.00	76,150.00	0	20%	1,020,000.00	490,000.00	2,310,000.00	18,000.00	0	0
1982-023	11-AC-NC	BS	HUMANE	ICE FLOOR & DAMENBOARDS	5,400,000	0	5,400,000	3,485,000.00	0	5,400,000	190,000.00	130,000.00	410,000.00	751,000.00	76,150.00	0	20%	1,020,000.00	490,000.00	2,310,000.00	18,000.00	0	0
QWP	11L			ICE FLOOR & DAMENBOARDS	5,400,000	0	5,400,000	3,485,000.00	0	5,400,000	190,000.00	130,000.00	410,000.00	751,000.00	76,150.00	0	20%	1,020,000.00	490,000.00	2,310,000.00	18,000.00	0	0
1982-024	11-AC-NC	BS	HUMANE	ICE FLOOR & DAMENBOARDS	5,400,000	0	5,400,000	3,485,000.00	0	5,400,000	190,000.00	130,000.00	410,000.00	751,000.00	76,150.00	0	20%	1,020,000.00	490,000.00	2,310,000.00	18,000.00	0	0
QWP	11M			ICE FLOOR & DAMENBOARDS	5,400,000	0	5,400,000	3,485,000.00	0	5,400,000	190,000.00	130,000.00	410,000.00	751,000.00	76,150.00	0	20%	1,020,000.00	490,000.00	2,310,000.00	18,000.00	0	0
1982-025	11-AC-NC	BS	HUMANE	ICE FLOOR & DAMENBOARDS	5,400,000	0	5,400,000	3,485,000.00	0	5,400,000	190,000.00	130,000.00	410,000.00	751,000.00	76,150.00	0	20%	1,020,000.00	490,000.00	2,310,000.00	18,000.00	0	0
QWP	11N			ICE FLOOR & DAMENBOARDS	5,400,000	0	5,400,000	3,485,000.00	0	5,400,000	190,000.00	130,000.00	410,000.00	751,000.00	76,150.00	0	20%	1,020,000.00	490,000.00	2,310,000.00	18,000.00	0	0
1982-026	11-AC-NC	BS	HUMANE	ICE FLOOR & DAMENBOARDS	5,400,000	0	5,400,000	3,485,000.00	0	5,400,000	190,000.00	130,000.00	410,000.00	751,000.00	76,150.00	0	20%	1,020,000.00	490,000.00	2,310,000.00	18,000.00	0	0
QWP	11O			ICE FLOOR & DAMENBOARDS	5,400,000	0	5,400,000	3,485,000.00	0	5,400,000	190,000.00	130,000.00	410,000.00	751,000.00	76,150.00	0	20%	1,020,000.00	490,000.00	2,310,000.00	18,000.00	0	0
1982-027	11-AC-NC	BS	HUMANE	ICE FLOOR & DAMENBOARDS	5,400,000	0	5,400,000	3,485,000.00	0	5,400,000	190,000.00	130,000.00	410,000.00	751,000.00	76,150.00	0	20%	1,020,000.00	490,000.00	2,310,000.00	18,000.00	0	0
QWP	11P			ICE FLOOR & DAMENBOARDS	5,400,000	0	5,400,000	3,485,000.00	0	5,400,000	190,000.00	130,000.00	410,000.00	751,000.00	76,150.00	0	20%	1,020,000.00	490,000.00	2,310,000.00	18,000.00	0	0
1982-028	11-AC-NC	BS	HUMANE	ICE FLOOR & DAMENBOARDS	5,400,000	0	5,400,000	3,485,000.00	0	5,400,000	190,000.00	130,000.00	410,000.00	751,000.00	76,150.00	0	20%	1,020,000.00	490,000.00	2,310,000.00	18,000.00	0	0
QWP	11Q			ICE FLOOR & DAMENBOARDS	5,400,000	0	5,400,000	3,485,000.00	0	5,400,000	190,000.00	130,000.00	410,000.00	751,000.00	76,150.00	0	20%	1,020,000.00	490,000.00	2,310,000.00	18,000.00	0	0
1982-029	11-AC-NC	BS	HUMANE	ICE FLOOR & DAMENBOARDS	5,400,000	0	5,400,000	3,485,000.00	0	5,400,000	190,000.00	130,000.00	410,000.00	751,000.00	76,150.00	0	20%	1,020,000.00	490,000.00	2,310,000.00	18,000.00	0	0
QWP	11R			ICE FLOOR & DAMENBOARDS	5,400,000	0	5,400,000	3,485,000.00	0	5,400,000	190,000.00	130,000.00	410,000.00	751,000.00	76,150.00	0	20%	1,020,000.00	490,000.00	2,310,000.00	18,000.00	0	0
1982-030	11-AC-NC	BS	HUMANE	ICE FLOOR & DAMENBOARDS	5,400,000	0	5,400,000	3,485,000.00	0	5,400,000	190,000.00	130,000.00	410,000.00	751,000.00	76,150.00	0	20%	1,020,000.00	490,000.00	2,310,000.00	18,000.00	0	0
QWP	11S			ICE FLOOR & DAMENBOARDS	5,400,000	0	5,400,000	3,485,000.00	0	5,400,000	190,000.00	130,000.00	410,000.00	751,000.00	76,150.00	0	20%	1,020,000.00	490,000.00	2,310,000.00	18,000.00	0	0
1982-031	11-AC-NC	BS	HUMANE	ICE FLOOR & DAMENBOARDS	5,400,000	0	5,400,000	3,485,000.00	0	5,400,000	190,000.00	130,000.00	410,000.00	751,000.00	76,150.00	0	20%	1,020,000.00	490,000.00	2,310,000.00	18,000.00	0	0
QWP	11T			ICE FLOOR & DAMENBOARDS	5,400,000	0	5,400,000	3,485,000.00	0	5,400,000	190,000.00	130,000.00	410,000.00	751,000.00	76,150.00	0	20%	1,020,000.00	490,000.00	2,310,000.00	18,000.00	0	0
1982-032	11-AC-NC	BS	HUMANE	ICE FLOOR & DAMENBOARDS	5,400,000	0	5,400,000	3,485,000.00	0	5,400,000	190,000.00	130,000.00	410,000.00	751,000.00	76,150.00	0	20%	1,020,000.00	490,000.00	2,310,000.00	18,000.00	0	0
QWP	11U			ICE FLOOR & DAMENBOARDS	5,400,000	0	5,400,000	3,485,000.00	0	5,400,000	190,000.00	130,000.00	410,000.00	751,000.00	76,150.00	0	20%	1,020,000.00	490,000.00	2,310,000.00	18,000.00	0	0
1982-033	11-AC-NC	BS	HUMANE	ICE FLOOR & DAMENBOARDS	5,400,000	0	5,400,000	3,485,000.00	0	5,400,000	190,000.00	130,000.00	410,000.00	751,000.00	76,150.00	0	20%	1,020,000.00	490,000.00	2,310,000.00	18,000.00	0	0
QWP	11V			ICE FLOOR & DAMENBOARDS	5,400,000	0	5,400,000	3,485,000.00	0	5,400,000	190,000.00	130,000.00	410,000.00	751,000.00	76,150.00	0	20%	1,020,000.00	490,000.00	2,310,000.00	18,000.00	0	0
1982-034	11-AC-NC	BS	HUMANE	ICE FLOOR & DAMENBOARDS	5,400,000	0	5,400,000	3,485,000.															

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Project No.

PROJECT	TRADE CODE	TYPE	VERSION CODE	DESCRIPTION OF WORK	APP	COMP REV/REV	ADJUSTED APP (\$A+E)	COMMITTED COST	APPROVED CHANGE ORDER	ADJUSTED CONTRACT VALUE (\$+G)	PREVIOUS APPLICATION	CURRENT APPLICATION	STORAGE MATERIALS (not on E or F)	TOTAL COMPLETED AND STORED TO DATE	RETENTION TO DATE (F and G)	TOTAL PAYABLE TO DATE (\$H)	%COMP (\$I)	LEAKS PREVIOUS PAYMENTS	MTY PAYMENT DUE THIS APPLICATION (\$+J)	FINANCE TO COMP INCL. RETENTION (\$+K)	RETENTION FROM P4/M4 PERCENT	RETENTION MONTHS (or less) THIS PERIOD (\$+O)	RETENTION TO DATE
P	A	T	V		A	R	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
PC-023	12-0000	COMP	12-0000	Asph/Grp	AS	AS	452,770	452,770		452,770				452,770	452,770	452,770	100%						
				Change Order Total			0	0		0				0	0	0							
PC-024	12-0000	EP	12-0000	Asph/Grp	AS	AS	452,770	452,770		452,770				452,770	452,770	452,770	100%						
				Change Order Total			0	0		0				0	0	0							
PC-025	12-0000	COMP	12-0000	Asph/Grp	AS	AS	452,770	452,770		452,770				452,770	452,770	452,770	100%						
				Change Order Total			0	0		0				0	0	0							
PC-026	12-0000	COMP	12-0000	Asph/Grp	AS	AS	452,770	452,770		452,770				452,770	452,770	452,770	100%						
				Change Order Total			0	0		0				0	0	0							
PC-027	12-0000	COMP	12-0000	Asph/Grp	AS	AS	452,770	452,770		452,770				452,770	452,770	452,770	100%						
				Change Order Total			0	0		0				0	0	0							
PC-028	12-0000	COMP	12-0000	Asph/Grp	AS	AS	452,770	452,770		452,770				452,770	452,770	452,770	100%						
				Change Order Total			0	0		0				0	0	0							
PC-029	12-0000	COMP	12-0000	Asph/Grp	AS	AS	452,770	452,770		452,770				452,770	452,770	452,770	100%						
				Change Order Total			0	0		0				0	0	0							
PC-030	12-0000	COMP	12-0000	Asph/Grp	AS	AS	452,770	452,770		452,770				452,770	452,770	452,770	100%						
				Change Order Total			0	0		0				0	0	0							
PC-031	12-0000	COMP	12-0000	Asph/Grp	AS	AS	452,770	452,770		452,770				452,770	452,770	452,770	100%						
				Change Order Total			0	0		0				0	0	0							
PC-032	12-0000	COMP	12-0000	Asph/Grp	AS	AS	452,770	452,770		452,770				452,770	452,770	452,770	100%						
				Change Order Total			0	0		0				0	0	0							
PC-033	12-0000	COMP	12-0000	Asph/Grp	AS	AS	452,770	452,770		452,770				452,770	452,770	452,770	100%						
				Change Order Total			0	0		0				0	0	0							
PC-034	12-0000	COMP	12-0000	Asph/Grp	AS	AS	452,770	452,770		452,770				452,770	452,770	452,770	100%						
				Change Order Total			0	0		0				0	0	0							
PC-035	12-0000	COMP	12-0000	Asph/Grp	AS	AS	452,770	452,770		452,770				452,770	452,770	452,770	100%						
				Change Order Total			0	0		0				0	0	0							
PC-036	12-0000	COMP	12-0000	Asph/Grp	AS	AS	452,770	452,770		452,770				452,770	452,770	452,770	100%						
				Change Order Total			0	0		0				0	0	0							
PC-037	12-0000	COMP	12-0000	Asph/Grp	AS	AS	452,770	452,770		452,770				452,770	452,770	452,770	100%						
				Change Order Total			0	0		0				0	0	0							
PC-038	12-0000	COMP	12-0000	Asph/Grp	AS	AS	452,770	452,770		452,770				452,770	452,770	452,770	100%						
				Change Order Total			0	0		0				0	0	0							
PC-039	12-0000	COMP	12-0000	Asph/Grp	AS	AS	452,770	452,770		452,770				452,770	452,770	452,770	100%						
				Change Order Total			0	0		0				0	0	0							
PC-040	12-0000	COMP	12-0000	Asph/Grp	AS	AS	452,770	452,770		452,770				452,770	452,770	452,770	100%						
				Change Order Total			0	0		0				0	0	0							
PC-041	12-0000	COMP	12-0000	Asph/Grp	AS	AS	452,770	452,770		452,770				452,770	452,770	452,770	100%						
				Change Order Total			0	0		0				0	0	0							
PC-042	12-0000	COMP	12-0000	Asph/Grp	AS	AS	452,770	452,770		452,770				452,770	452,770	452,770	100%						
				Change Order Total			0	0		0				0	0	0							
PC-043	12-0000	COMP	12-0000	Asph/Grp	AS	AS	452,770	452,770		452,770				452,770	452,770	452,770	100%						
				Change Order Total			0	0		0				0	0	0							
PC-044	12-0000	COMP	12-0000	Asph/Grp	AS	AS	452,770	452,770		452,770				452,770	452,770	452,770	100%						
				Change Order Total			0	0		0				0	0	0							
PC-045	12-0000	COMP	12-0000	Asph/Grp	AS	AS	452,770	452,770		452,770				452,770	452,770	452,770	100%						
				Change Order Total			0	0		0				0	0	0							
PC-046	12-0000	COMP	12-0000	Asph/Grp	AS	AS	452,770	452,770		452,770				452,770	452,770	452,770	100%						
				Change Order Total			0	0		0				0	0	0							
PC-047	12-0000	COMP	12-0000	Asph/Grp	AS	AS	452,770	452,770		452,770				452,770	452,770	452,770	100%						
				Change Order Total			0	0		0				0	0	0							
PC-048	12-0000	COMP	12-0000	Asph/Grp	AS	AS	452,770	452,770		452,770				452,770	452,770	452,770	100%						
				Change Order Total			0	0		0				0	0	0							
PC-049	12-0000	COMP	12-0000	Asph/Grp	AS	AS	452,770	452,770		452,770				452,770	452,770	452,770	100%						
				Change Order Total			0	0		0				0	0	0							
PC-050	12-0000	COMP	12-0000	Asph/Grp	AS	AS	452,770	452,770		452,770				452,770	452,770	452,770	100%						
				Change Order Total			0	0		0				0	0	0							
PC-051	12-0000	COMP	12-0000	Asph/Grp	AS	AS	452,770	452,770		452,770				452,770	452,770	452,770	100%						
				Change Order Total			0	0		0				0	0	0							
PC-052	12-0000	COMP	12-0000	Asph/Grp	AS	AS	452,770	452,770		452,770				452,770	452,770	452,770	100%						
				Change Order Total			0	0		0				0	0	0							
PC-053	12-0000	COMP	12-0000	Asph/Grp	AS	AS	452,770	452,770		452,770				452,770	452,770	452,770	100%						
				Change Order Total			0	0		0				0	0	0							
PC-054	12-0000	COMP	12-0000	Asph/Grp	AS	AS	452,770	452,770		452,770				452,770	452,770	452,770	100%						
				Change Order Total			0	0		0				0	0	0							
PC-055	12-0000	COMP	12-0000	Asph/Grp	AS	AS	452,770	452,770		452,770				452,770	452,770	452,770	100%						
				Change Order Total			0	0		0				0	0	0							
PC-056	12-0000	COMP	12-0000	Asph/Grp	AS	AS	452,770	452,770		452,770				452,770	452,770	452,770	100%						
				Change Order Total			0	0		0				0	0	0							
PC-057	12-0000	COMP	12-0000	Asph/Grp	AS	AS	452,770	452,770		452,770				452,770	452,770	452,770	100%						
				Change Order Total			0	0		0				0	0	0							
PC-058	12-0000	COMP	12-0000	Asph/Grp	AS	AS	452,770	452,770		452,770				452,770	452,770	452,770	100%						
				Change Order Total			0	0		0				0	0	0							
PC-059	12-0000	COMP	12-0000	Asph/Grp	AS	AS	452,770	452,770		452,770				452,770	452,770	452,770	100%						
				Change Order Total			0	0		0				0	0	0							
PC-060	12-0000	COMP	12-0000	Asph/Grp	AS	AS	452,770	452,770		452,770				452,770	452,770	452,770	100%						
				Change Order Total			0	0		0				0	0	0							
PC-061	12-0000	COMP	12-0000	Asph/Grp	AS	AS	452,770	452,770		452,770				452,770	452,770	452,770	100%						
				Change Order Total			0	0		0				0	0	0							
PC-062	12-0000	COMP	12-0000	Asph/Grp	AS	AS	452,770	452,770		452,770				452,770	452,770	452,770	100%						
				Change Order Total																			

DETAILS

11-270 4674

Proprietor: _____ (20)

PC REF#	TRC CODE	TRF	VERSION CODE	DESCRIPTION OF WORK	SWP	SWP REVISIONS	ADJUSTED SWP (A) VALUE	COMMITTED COST	APPROVED CHANGE ORDERS	ADJUSTED CONTRACT VALUE (B) (M-C)	PREVIOUS APPLICATION	CURRENT APPLICATION	STORED MATERIALS (Total M & P)	TOTAL COMPLETED AND STORED	REVISION TO DATE (M & P)	TOTAL PAYABLE TO DATE (M-P)	% COMP (M-P)	LESS PREVIOUS PAYMENTS	NET PAYMENT DUE THIS APPLICATION (M-P)	BALANCE TO COMP INCL. RETENTION (M-P)	RETENTION FROM PRIOR PERIOD	RETENTION Held / Released THIS PERIOD (M-P)	RETENTION TO DATE
					A1	A2	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
PC-444	01-0001	TR	0000	LADDER 01-0001 Change			15,359	15,359	15,359	15,359	15,359			15,359	15,359	15,359	100%	15,359		15,359	15,359	15,359	15,359
PC-445	01-0002	TR	0000	LADDER 01-0002 Change			15,359	15,359	15,359	15,359	15,359			15,359	15,359	15,359	100%	15,359		15,359	15,359	15,359	15,359
PC-446	01-0003	TR	0000	LADDER 01-0003 Change			15,359	15,359	15,359	15,359	15,359			15,359	15,359	15,359	100%	15,359		15,359	15,359	15,359	15,359
				Change Order Total			15,359	15,359	15,359	15,359				15,359	15,359	15,359	100%						
PC-447	01-0004	TR	0000	LADDER 01-0004 Change			15,359	15,359	15,359	15,359	15,359			15,359	15,359	15,359	100%	15,359		15,359	15,359	15,359	15,359
PC-448	01-0005	TR	0000	LADDER 01-0005 Change			15,359	15,359	15,359	15,359	15,359			15,359	15,359	15,359	100%	15,359		15,359	15,359	15,359	15,359
				Change Order Total			15,359	15,359	15,359	15,359				15,359	15,359	15,359	100%						
PC-449	01-0006	TR	0000	LADDER 01-0006 Change			15,359	15,359	15,359	15,359	15,359			15,359	15,359	15,359	100%	15,359		15,359	15,359	15,359	15,359
PC-450	01-0007	TR	0000	LADDER 01-0007 Change			15,359	15,359	15,359	15,359	15,359			15,359	15,359	15,359	100%	15,359		15,359	15,359	15,359	15,359
				Change Order Total			15,359	15,359	15,359	15,359				15,359	15,359	15,359	100%						
PC-451	01-0008	TR	0000	LADDER 01-0008 Change			15,359	15,359	15,359	15,359	15,359			15,359	15,359	15,359	100%	15,359		15,359	15,359	15,359	15,359
PC-452	01-0009	TR	0000	LADDER 01-0009 Change			15,359	15,359	15,359	15,359	15,359			15,359	15,359	15,359	100%	15,359		15,359	15,359	15,359	15,359
				Change Order Total			15,359	15,359	15,359	15,359				15,359	15,359	15,359	100%						
PC-453	01-0010	TR	0000	LADDER 01-0010 Change			15,359	15,359	15,359	15,359	15,359			15,359	15,359	15,359	100%	15,359		15,359	15,359	15,359	15,359
PC-454	01-0011	TR	0000	LADDER 01-0011 Change			15,359	15,359	15,359	15,359	15,359			15,359	15,359	15,359	100%	15,359		15,359	15,359	15,359	15,359
				Change Order Total			15,359	15,359	15,359	15,359				15,359	15,359	15,359	100%						
PC-455	01-0012	TR	0000	LADDER 01-0012 Change			15,359	15,359	15,359	15,359	15,359			15,359	15,359	15,359	100%	15,359		15,359	15,359	15,359	15,359
PC-456	01-0013	TR	0000	LADDER 01-0013 Change			15,359	15,359	15,359	15,359	15,359			15,359	15,359	15,359	100%	15,359		15,359	15,359	15,359	15,359
				Change Order Total			15,359	15,359	15,359	15,359				15,359	15,359	15,359	100%						
PC-457	01-0014	TR	0000	LADDER 01-0014 Change			15,359	15,359	15,359	15,359	15,359			15,359	15,359	15,359	100%	15,359		15,359	15,359	15,359	15,359
PC-458	01-0015	TR	0000	LADDER 01-0015 Change			15,359	15,359	15,359	15,359	15,359			15,359	15,359	15,359	100%	15,359		15,359	15,359	15,359	15,359
				Change Order Total			15,359	15,359	15,359	15,359				15,359	15,359	15,359	100%						
PC-459	01-0016	TR	0000	LADDER 01-0016 Change			15,359	15,359	15,359	15,359	15,359			15,359	15,359	15,359	100%	15,359		15,359	15,359	15,359	15,359
PC-460	01-0017	TR	0000	LADDER 01-0017 Change			15,359	15,359	15,359	15,359	15,359			15,359	15,359	15,359	100%	15,359		15,359	15,359	15,359	15,359
				Change Order Total			15,359	15,359	15,359	15,359				15,359	15,359	15,359	100%						
PC-461	01-0018	TR	0000	LADDER 01-0018 Change			15,359	15,359	15,359	15,359	15,359			15,359	15,359	15,359	100%	15,359		15,359	15,359	15,359	15,359
PC-462	01-0019	TR	0000	LADDER 01-0019 Change			15,359	15,359	15,359	15,359	15,359			15,359	15,359	15,359	100%	15,359		15,359	15,359	15,359	15,359
				Change Order Total			15,359	15,359	15,359	15,359				15,359	15,359	15,359	100%						
PC-463	01-0020	TR	0000	LADDER 01-0020 Change			15,359	15,359	15,359	15,359	15,359			15,359	15,359	15,359	100%	15,359		15,359	15,359	15,359	15,359
PC-464	01-0021	TR	0000	LADDER 01-0021 Change			15,359	15,359	15,359	15,359	15,359			15,359	15,359	15,359	100%	15,359		15,359	15,359	15,359	15,359
				Change Order Total			15,359	15,359	15,359	15,359				15,359	15,359	15,359	100%						
PC-465	01-0022	TR	0000	LADDER 01-0022 Change			15,359	15,359	15,359	15,359	15,359			15,359	15,359	15,359	100%	15,359		15,359	15,359	15,359	15,359
PC-466	01-0023	TR	0000	LADDER 01-0023 Change			15,359	15,359	15,359	15,359	15,359			15,359	15,359	15,359	100%	15,359		15,359	15,359	15,359	15,359
				Change Order Total			15,359	15,359	15,359	15,359				15,359	15,359	15,359	100%						
PC-467	01-0024	TR	0000	LADDER 01-0024 Change			15,359	15,359	15,359	15,359	15,359			15,359	15,359	15,359	100%	15,359		15,359	15,359	15,359	15,359
PC-468	01-0025	TR	0000	LADDER 01-0025 Change			15,359	15,359	15,359	15,359	15,359			15,359	15,359	15,359	100%	15,359		15,359	15,359	15,359	15,359
				Change Order Total			15,359	15,359	15,359	15,359				15,359	15,359	15,359	100%						
PC-469	01-0026	TR	0000	LADDER 01-0026 Change			15,359	15,359	15,359	15,359	15,359			15,359	15,359	15,359	100%	15,359		15,359	15,359	15,359	15,359
PC-470	01-0027	TR	0000	LADDER 01-0027 Change			15,359	15,359	15,359	15,359	15,359			15,359	15,359	15,359	100%	15,359		15,359	15,359	15,359	15,359
				Change Order Total			15,359	15,359	15,359	15,359				15,359	15,359	15,359	100%						
PC-471	01-0028	TR	0000	LADDER 01-0028 Change			15,359	15,359	15,359	15,359	15,359			15,359	15,359	15,359	100%	15,359		15,359	15,359	15,359	15,359
PC-472	01-0029	TR	0000	LADDER 01-0029 Change			15,359	15,359	15,359	15,359	15,359			15,359	15,359	15,359	100%	15,359		15,359	15,359	15,359	15,359
				Change Order Total			15,359	15,359	15,359	15,359				15,359	15,359	15,359	100%						
PC-473	01-0030	TR	0000	LADDER 01-0030 Change			15,359	15,359	15,359	15,359	15,359			15,359	15,359	15,359	100%	15,359		15,359	15,359	15,359	15,359
PC-474	01-0031	TR	0000	LADDER 01-0031 Change			15,359	15,359	15,359	15,359	15,359			15,359	15,359	15,359	100%	15,359		15,359	15,359	15,359	15,359
				Change Order Total			15,359	15,359	15,359	15,359				15,359	15,359	15,359	100%						
PC-475	01-0032	TR	0000	LADDER 01-0032 Change			15,359	15,359	15,359	15,359	15,359			15,359	15,359	15,359	100%	15,359		15,359	15,359	15,359	15,359
PC-476	01-0033	TR	0000	LADDER 01-0033 Change			15,359	15,359	15,359	15,359	15,359			15,359	15,359	15,359	100%	15,359		15,359	15,359	15,359	15,359
				Change Order Total			15,359	15,359	15,359	15,359				15,359	15,359	15,359	100%						
PC-477	01-0034	TR	0000	LADDER 01-0034 Change			15,359	15,359	15,359	15,359	15,359			15,359	15,359	15,359	100%	15,359		15,359	15,359	15,359	15,359
PC-478	01-0035	TR	0000	LADDER 01-0035 Change			15,359	15,359	15,359	15,359	15,359			15,359	15,359	15,359	100%	15,359		15,359	15,359	15,359	15,359
				Change Order Total			15,359	15,359	15,359	15,359				15,359	15,359	15,359	100%						
PC-479	01-0036	TR	0000	LADDER 01-0036 Change			15,359	15,359	15,359	15,359	15,359			15,359	15,359	15,359	100%	15,359		15,359	15,359	15,359	15,359
PC-480	01-0037	TR	0000	LADDER 01-0037 Change			15,359	15,359	15,359	15,359	15,359			15,359	15,359	15,359	100%	15,359		15,359	15,359	15,359	15,359
				Change Order Total			15,359	15,359	15,359	15,359				15,359	15,359	15,359	100%						
PC-481	01-0038	TR	0000	LADDER 01-0038 Change			15,359	15,359	15,359	15,359	15,359			15,359	15,359	15,359	100%	15,359		15,359	15,359	15,359	15,359
PC-482	01-0039	TR	0000	LADDER 01-0039 Change			15,359	15,359	15,359	15,359	15,359			15,359	15,359	15,359	100%	15,359		15,359	15,359	15,359	15,359
				Change Order Total			15,359	15,359	15,359	15,359				15,359	15,359	15,359	100%						
PC-483	01-0040	TR	0000	LADDER 01-0040 Change			15,359	15,359	15,359	15,359	15,359			15,359	15,359	15,359	100%	15,359		15,359	15,359	15,359	15,359
PC-484	01-0041	TR	0000	LADDER 01-0041 Change																			

CONFIRMATION SHEET

ALL-DIRECTOR GENERAL APPLICATION AND CERTIFICATE FOR PAYMENT (containing Certificate of Approval) is attached
for information. The same are placed to the Director's
for information. The same are placed to the Director's
for information. The same are placed to the Director's

ASSOCIATION

(1, 2, 3, 4, 5)

DETAILS

Application Number	1207-017-648268
Application Date	5-1-11
To	5/31/11
Project No	1207

[illegible]

CONTRACTOR SHEET

NA Document 7022 APPLICATION AND CERTIFICATE FOR PAYMENT (containing Contractor's signed Certificate in Standard Form)
 All information herein, including any attached documents, shall be submitted to the Awarding Office
 Use Column 1 and Column 2 when attaching change orders for line items only.

03/03/00

11,568,000

DETAIL

Agreement Number 1207-017-0000
 Application Date 5/31/01
 Project No. 535-11
 Project No. 1207

PC-RS-PP	TRADE CODE	TYPE	VENUE CODE	DESCRIPTION OF WORK	QTY	AMP REVISIONS	ADJUSTED AMP (A1+A2)	COMMITTED COST	APPROVED CHANGE ORDERS	ADJUSTED CONTRACT VALUE (B+C)	PREVIOUS APPLICATION	CURRENT APPLICATION	STORED MATERIALS (D+E+F+G)	TOTAL COMPLETED AND STORED TO DATE	RETENTION TO DATE (H+I+J)	TOTAL PAYABLE TO DATE (K)	% COMP (L)	LESS PREVIOUS PAYMENTS	NET PAYMENT DUE THIS APPLICATION (M)	BALANCE TO COMP. INCL. RETENTION (N+O)	RETENTION FROM PRIOR PERIOD	RETENTION BAL. (CUMULATED) THIS PERIOD (P+Q)	RETENTION TO DATE
					A1	A2	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
PC-001	13.000	RE	ELBEC	Foundation and Sign	4,237	4,237	4,237	4,237	4,237	4,237	4,237			4,237		4,237	100%	4,237	0	0			
PC-001	13.000	RE	ELBEC	Foundation and Sign (TTC)	5,740	5,740	5,740	5,740	5,740	5,740	5,740			5,740		5,740	100%	5,740	0	0			
				Change Order Total	9,977	9,977	9,977	9,977	9,977	9,977	9,977			9,977		9,977		9,977					
PC-003	18.000	CONT	18.000	Rein. Concrete & Fly	18,417	18,417	18,417	18,417	18,417	18,417	18,417			18,417		18,417	100%	18,417	0	0	18,417		
PC-003	18.000	CONT	18.000	Rein. Concrete & Fly	18,417	18,417	18,417	18,417	18,417	18,417	18,417			18,417		18,417	100%	18,417	0	0	18,417		
				Change Order Total	0	0	0	0	0	0	0			0		0		0		0			
PC-005	18.000	TR	18.000	QSA & OCP	14,510	14,510	14,510	14,510	14,510	14,510	14,510			14,510		14,510	100%	14,510	0	0	14,510		
				Change Order Total	0	0	0	0	0	0	0			0		0		0		0			
PC-004	18.000	TR	18.000	QSA & OCP	18,417	18,417	18,417	18,417	18,417	18,417	18,417			18,417		18,417	100%	18,417	0	0	18,417		
				Change Order Total	0	0	0	0	0	0	0			0		0		0		0			
PC-006	18.000	TR	18.000	QSA & OCP	18,417	18,417	18,417	18,417	18,417	18,417	18,417			18,417		18,417	100%	18,417	0	0	18,417		
				Change Order Total	0	0	0	0	0	0	0			0		0		0		0			
PC-007	18.000	TR	18.000	QSA & OCP	18,417	18,417	18,417	18,417	18,417	18,417	18,417			18,417		18,417	100%	18,417	0	0	18,417		
				Change Order Total	0	0	0	0	0	0	0			0		0		0		0			
PC-008	18.000	TR	18.000	QSA & OCP	18,417	18,417	18,417	18,417	18,417	18,417	18,417			18,417		18,417	100%	18,417	0	0	18,417		
				Change Order Total	0	0	0	0	0	0	0			0		0		0		0			
PC-009	18.000	TR	18.000	QSA & OCP	18,417	18,417	18,417	18,417	18,417	18,417	18,417			18,417		18,417	100%	18,417	0	0	18,417		
				Change Order Total	0	0	0	0	0	0	0			0		0		0		0			
PC-010	18.000	TR	18.000	QSA & OCP	18,417	18,417	18,417	18,417	18,417	18,417	18,417			18,417		18,417	100%	18,417	0	0	18,417		
				Change Order Total	0	0	0	0	0	0	0			0		0		0		0			
PC-011	18.000	TR	18.000	QSA & OCP	18,417	18,417	18,417	18,417	18,417	18,417	18,417			18,417		18,417	100%	18,417	0	0	18,417		
				Change Order Total	0	0	0	0	0	0	0			0		0		0		0			
PC-012	18.000	TR	18.000	QSA & OCP	18,417	18,417	18,417	18,417	18,417	18,417	18,417			18,417		18,417	100%	18,417	0	0	18,417		
				Change Order Total	0	0	0	0	0	0	0			0		0		0		0			
PC-013	18.000	TR	18.000	QSA & OCP	18,417	18,417	18,417	18,417	18,417	18,417	18,417			18,417		18,417	100%	18,417	0	0	18,417		
				Change Order Total	0	0	0	0	0	0	0			0		0		0		0			
PC-014	18.000	TR	18.000	QSA & OCP	18,417	18,417	18,417	18,417	18,417	18,417	18,417			18,417		18,417	100%	18,417	0	0	18,417		
				Change Order Total	0	0	0	0	0	0	0			0		0		0		0			
PC-015	18.000	TR	18.000	QSA & OCP	18,417	18,417	18,417	18,417	18,417	18,417	18,417			18,417		18,417	100%	18,417	0	0	18,417		
				Change Order Total	0	0	0	0	0	0	0			0		0		0		0			
PC-016	18.000	TR	18.000	QSA & OCP	18,417	18,417	18,417	18,417	18,417	18,417	18,417			18,417		18,417	100%	18,417	0	0	18,417		
				Change Order Total	0	0	0	0	0	0	0			0		0		0		0			
PC-017	18.000	TR	18.000	QSA & OCP	18,417	18,417	18,417	18,417	18,417	18,417	18,417			18,417		18,417	100%	18,417	0	0	18,417		
				Change Order Total	0	0	0	0	0	0	0			0		0		0		0			

CONTRACTOR SHEET

APP-Document 2202 APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certificate is attached
in accordance with procedures stated in the contract order
Use Current Item Contracts when variable change for line items may apply

070 000 01

1 349 400

DETAIL

Application Number: 1287 017 ARJJA
Application Date: 04/11
Project No: 52111
1287

LINE	TRADE	TYPE	VENDOR	DESCRIPTION OF WORK	AMP	AMP	ADJUSTED	COMMITTED	APPROVED	ADJUSTED	PREVIOUS	CURRENT	STORED	TOTAL	RETENTION	TOTAL	% COMP	LEBS	NET PAYMENT	BALANCE TO	RETENTION	RETENTION	RETENTION
	CODE		CODE		A1	A2	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
PC-104	01-500	TR	PRESTA	Handover/Support Orange			5,247		5,247	5,247									5,247.00				
PC-105	01-500	OC	HUNTON	General Conditions 14.9%			445		445	445									445.00				
PC-106	01-500	CM	HUNTON	Fee 14.25%			600		600	600									600.00				
				Change Order Total			5,892		5,892	5,892									5,892.00				
PC-109	01-500	RE	ENCO	Work on 2.5m x 2.5m x 2.5m			3,000		3,000	3,000									3,000.00				
				Change Order Total			3,000		3,000	3,000									3,000.00				
PC-110	01-500	CM	ENCO	General Conditions 14.9%			1,312,250		1,312,250	1,312,250									1,312,250.00				
PC-111	01-500	TR	ENCO	Handover/Support Orange			3,273,847		3,273,847	3,273,847									3,273,847.00				
PC-112	01-500	OC	HUNTON	General Conditions 14.9%			19,841		19,841	19,841									19,841.00				
PC-113	01-500	CM	HUNTON	Fee 14.25%			71,715		71,715	71,715									71,715.00				
				Change Order Total			1,758,133		1,758,133	1,758,133									1,758,133.00				
PC-114	01-500	RE	ENCO	Work on 2.5m x 2.5m x 2.5m			236,686		236,686	236,686									236,686.00				
PC-115	01-500	OC	HUNTON	General Conditions 14.9%			353,895		353,895	353,895									353,895.00				
				Change Order Total			1,442,891		1,442,891	1,442,891									1,442,891.00				
PC-116	01-500	RE	ENCO	Work on 2.5m x 2.5m x 2.5m			7,640		7,640	7,640									7,640.00				
PC-117	01-500	OC	HUNTON	General Conditions 14.9%			13,480		13,480	13,480									13,480.00				
				Change Order Total			21,480		21,480	21,480									21,480.00				
PC-118	01-500	RE	ENCO	Work on 2.5m x 2.5m x 2.5m			14,000		14,000	14,000									14,000.00				
PC-119	01-500	OC	HUNTON	General Conditions 14.9%			43,720		43,720	43,720									43,720.00				
				Change Order Total			67,720		67,720	67,720									67,720.00				
PC-120	01-500	RE	ENCO	Work on 2.5m x 2.5m x 2.5m			10,776		10,776	10,776									10,776.00				
PC-121	01-500	OC	HUNTON	General Conditions 14.9%			16,520		16,520	16,520									16,520.00				
				Change Order Total			27,436		27,436	27,436									27,436.00				
PC-122	01-500	RE	ENCO	Work on 2.5m x 2.5m x 2.5m			13,900		13,900	13,900									13,900.00				
PC-123	01-500	OC	HUNTON	General Conditions 14.9%			5,900		5,900	5,900									5,900.00				
				Change Order Total			19,800		19,800	19,800									19,800.00				
PC-124	01-500	RE	ENCO	Work on 2.5m x 2.5m x 2.5m			30,124		30,124	30,124									30,124.00				
PC-125	01-500	OC	HUNTON	General Conditions 14.9%			1,473		1,473	1,473									1,473.00				
				Change Order Total			31,597		31,597	31,597									31,597.00				
PC-126	01-500	RE	ENCO	Work on 2.5m x 2.5m x 2.5m			27,334		27,334	27,334									27,334.00				
PC-127	01-500	OC	HUNTON	General Conditions 14.9%			4,282		4,282	4,282									4,282.00				
PC-128	01-500	CM	HUNTON	Fee 14.25%			7,175		7,175	7,175									7,175.00				
				Change Order Total			38,791		38,791	38,791									38,791.00				
PC-129	01-500	RE	ENCO	Work on 2.5m x 2.5m x 2.5m			95,213		95,213	95,213									95,213.00				
PC-130	01-500	OC	HUNTON	General Conditions 14.9%			4,863		4,863	4,863									4,863.00				
PC-131	01-500	CM	HUNTON	Fee 14.25%			4,240		4,240	4,240									4,240.00				
				Change Order Total			104,316		104,316	104,316									104,316.00				
PC-132	01-500	RE	ENCO	Work on 2.5m x 2.5m x 2.5m			0		0	0									0.00				
PC-133	01-500	OC	HUNTON	General Conditions 14.9%			0		0	0									0.00				
				Change Order Total			0		0	0									0.00				
PC-134	01-500	RE	ENCO	Work on 2.5m x 2.5m x 2.5m			214,594		214,594	214,594									214,594.00				
				Change Order Total			214,594		214,594	214,594									214,594.00				
PC-135	01-500	TR	ENCO	Handover/Support Orange			119,100		119,100	119,100									119,100.00				
PC-136	01-500	OC	HUNTON	General Conditions 14.9%			10,639		10,639	10,639									10,639.00				
				Change Order Total			129,739		129,739	129,739									129,739.00				
PC-137	01-500	RE	ENCO	Work on 2.5m x 2.5m x 2.5m			1,705		1,705	1,705									1,705.00				
				Change Order Total			1,705		1,705	1,705									1,705.00				
PC-138	01-500	RE	ENCO	Work on 2.5m x 2.5m x 2.5m			2,424		2,424	2,424									2,424.00				
PC-139	01-500	OC	HUNTON	General Conditions 14.9%			118		118	118									118.00				
PC-140	01-500	CM	HUNTON	Fee 14.25%			107		107	107									107.00				
				Change Order Total			2,649		2,649	2,649									2,649.00				
PC-141	01-500	RE	ENCO	Work on 2.5m x 2.5m x 2.5m			486,843		486,843	486,843									486,843.00				
PC-142	01-500	OC	HUNTON	General Conditions 14.9%			67,153		67,153	67,153									67,153.00				
PC-143	01-500	CM	HUNTON	Fee 14.25%			1,000		1,000	1,000									1,000.00				
				Change Order Total			554,996		554,996	554,996									554,996.00				
PC-144	01-500	RE	ENCO	Work on 2.5m x 2.5m x 2.5m			1,254,314		1,254,314	1,254,314									1,254,314.00				
PC-145	01-500	OC	HUNTON	General Conditions 14.9%			61,156		61,156	61,156									61,156.00				
PC-146	01-500	CM	HUNTON	Fee 14.25%			72,847		72,847	72,847									72,847.00				
				Change Order Total			1,388,317		1,388,317	1,388,317									1,388,317.00				
PC-147	01-500	RE	ENCO	Work on 2.5m x 2.5m x 2.5m			4,250		4,250	4,250									4,250.00				

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (Owner): Brooklyn Events Center LLC
c/o Forest City Ratner Companies
1 Metrotech Center
Brooklyn, NY 11201

Project: BARCLAYS CENTER
at ATLANTIC YARDS
Brooklyn, NY

APPLICATION # **010**
APPLICATION DATE **06/09/11**
PERIOD TO: **05/31/11**
PROJECT NO: **2032**

Distribution to:
☒ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐ OWNER'S REP

FROM (CONTRACTOR): John Civetta & Sons, Inc.
1123 Bronx River Avenue
Bronx, NY 10472

VIA (ARCHITECT):

CONTRACT FOR: General Contractor

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL		2,064,737.00	
Approved this Month			
Number	Date Approved		
FC-013		29,370.00	0.00
FC-014		20,587.00	
FC-015		30,101.00	
		0.00	
		0.00	
TOTALS		2,144,795.00	0.00
Net change by Change Orders		2,144,795.00	

1.	ORIGINAL CONTRACT SUM.....	\$	50,581,000
2.	Net change by Change Orders.....	\$	2,144,795
3.	CONTRACT SUM TO DATE (Line 1+2).....	\$	52,725,795
4.	TOTAL COMPLETED & STORED TO DATE.....	\$	26,299,888
	(Column H on FC Summary)		
5.	RETAINAGE:		
a.	10 % of Completed Work	2,591,296.95	
	(Column E+F on FC Summary)		
b.	10 % of Stored Material	0.00	
	(Column G on FC Summary)		
	Total Retainage (Line 5a + 5b or		
	Total in Column I of FC Summary)	\$	2,591,297
6.	TOTAL EARNED LESS RETAINAGE.....	\$	23,708,391
	(Line 4 less Line 5 Total)		
7.	LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$	21,337,901
	(Line 6 from prior Certificate)		
8.	CURRENT PAYMENT DUE.....	\$	2,370,489
9.	BALANCE TO FINISH, PLUS RETAINAGE.....	\$	29,017,404
	(Line 3 less Line 6)		

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: John Civetta & Sons, Inc.

State of: New York
Subscribed and sworn to before me this

County of: New York
June 9, 2011

By:  06/09/11
Authorized Signature DATE

Notary Public:

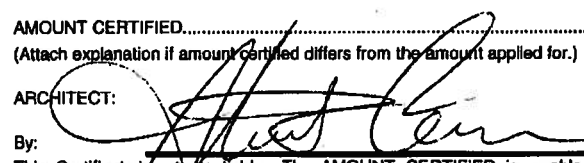
My Commission expires:

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..... \$
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By:  Date: 6/9/2011
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

DETAIL

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 I on Contracts where variable retainage for line items may apply.

Application Number: 006-1878
Application Date: 006-1878
To: 06/31/11
Project No: 2032

PC-REF#	FCRC COST CODE (IF APPLICABLE)	DESCRIPTION OF WORK	ORIGINAL CONTRACT SUM	APPROVED CHANGE ORDERS	ADJUSTED CONTRACT VALUE (A+B)	PREVIOUS APPLICATION	CURRENT APPLICATION	STORED MATERIALS (not in D or E)	TOTAL COMPLETED AND STORED TO DATE	RETENTION TO DATE (to val P)	TOTAL PAYABLE TO DATE (G+H)	% COMP	LESS PREVIOUS Certificates For PAYMENT	NET PAYMENT DUE THIS APPLICATION (I-K)	BALANCE TO COMP. INCL. RETENTION (D-I)	RETENTION FROM PRIOR PERIOD	RETENTION THIS PERIOD (P-M)	RETENTION TO DATE
			A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
		Vault Work																
	010001	North Vault	1,881,500.00	0.00	1,881,500.00	48,000.00	0.00	0.00	48,000.00	4,800.00	48,000.00	3%	43,200.00	0.00	1,838,300.00	4,800	0	4,800
	010001	South Vault	1,118,800.00	0.00	1,118,800.00	104,100.00	182,300.00	0.00	286,400.00	28,640.00	297,900.00	26%	83,660.00	184,116.00	885,600.00	18,410	18,235	28,645
		Vault Work - Misc																
		Fire Control Area																
	010010	01 - General Conditions	1,744,000.00	0.00	1,744,000.00	1,303,800.00	28,100.00	0.00	1,331,900.00	126,178.00	1,458,078.00	79%	1,218,240.00	25,838.00	602,426.00	126,340	2,818	129,158
	020000	02 - Sitework	13,490,000.00	0.00	13,490,000.00	12,482,800.00	330,500.00	0.00	12,813,300.00	1,388,800.00	11,697,400.00	88%	11,243,880.00	354,180.00	1,882,800.00	1,348,250	35,380	1,383,630
	033000	03 - Concrete	8,306,000.00	0.00	8,306,000.00	1,908,600.00	1,068,000.00	0.00	2,976,600.00	287,180.00	2,674,980.00	32%	1,718,820.00	859,900.00	6,426,850.00	180,960	106,500	287,150
	042000	04 - Masonry	1,206,000.00	0.00	1,206,000.00	285,000.00	0.00	0.00	285,000.00	28,500.00	285,800.00	22%	228,600.00	0.00	1,045,600.00	28,500	0	28,500
		06 - Metals																
			6,000,000.00	0.00	6,000,000.00	3,068,750.00	881,800.00	117,180.00	3,727,500.00	373,780.00	3,363,780.00	62%	2,781,875.00	861,875.00	2,838,250.00	806,875	86,875	273,750
	051000	Structural Steel	4,500,000.00	0.00	4,500,000.00	3,068,750.00	651,800.00	117,180.00	3,727,500.00	373,780.00	3,363,780.00	83%	2,781,875.00	861,875.00	1,136,250.00	306,875	86,875	273,750
	055000	Misc Metal	1,500,000.00	0.00	1,500,000.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	1,500,000.00	0	0	0
		08 - Finishes																
			4,488,000.00	0.00	4,488,000.00	143,000.00	0.00	0.00	143,000.00	14,300.00	128,700.00	3%	128,700.00	0.00	4,326,300.00	14,300	0	14,300
	093000	Tile Work	1,750,000.00	0.00	1,750,000.00	20,000.00	0.00	0.00	20,000.00	2,000.00	18,000.00	1%	18,000.00	0.00	1,732,000.00	2,000	0	2,000
	098000	Painting	600,000.00	0.00	600,000.00	80,000.00	0.00	0.00	80,000.00	8,000.00	72,000.00	16%	428,000.00	0.00	428,000.00	8,000	0	8,000
	104040	Misc Finishing (Non-Allowance)	900,000.00	0.00	900,000.00	18,000.00	0.00	0.00	18,000.00	1,800.00	16,200.00	2%	16,200.00	0.00	883,800.00	1,800	0	1,800
	104500	Misc Finishing (Allowance)	1,305,000.00	0.00	1,305,000.00	25,000.00	0.00	0.00	25,000.00	2,500.00	22,500.00	2%	22,500.00	0.00	1,282,500.00	2,500	0	2,500
		14 - Conveying Systems																
			2,108,000.00	0.00	2,108,000.00	215,000.00	0.00	0.00	215,000.00	21,000.00	188,000.00	10%	188,000.00	0.00	1,811,000.00	21,000	0	21,000
	142000	Elevators	600,000.00	0.00	600,000.00	60,000.00	0.00	0.00	60,000.00	6,000.00	54,000.00	10%	54,000.00	0.00	540,000.00	6,000	0	6,000
	143010	Escalators	1,500,000.00	0.00	1,500,000.00	150,000.00	0.00	0.00	150,000.00	15,000.00	135,000.00	10%	135,000.00	0.00	1,365,000.00	15,000	0	15,000
		15 - Mechanical																
			3,000,000.00	0.00	3,000,000.00	835,140.00	69,000.00	0.00	894,140.00	88,414.00	805,726.00	23%	571,806.00	323,100.00	2,276,274.00	83,614	5,900	89,514
	155000	Fire Protection	682,500.00	0.00	682,500.00	64,250.00	0.00	0.00	64,250.00	6,425.00	57,825.00	11%	57,825.00	0.00	534,675.00	6,425	0	6,425
	154000	Plumbing	1,897,800.00	0.00	1,897,800.00	487,250.00	69,000.00	0.00	526,250.00	52,625.00	473,625.00	22%	420,525.00	33,100.00	1,433,875.00	48,725	5,800	54,525
	158000	HVAC	600,000.00	0.00	600,000.00	103,640.00	0.00	0.00	103,640.00	10,364.00	93,276.00	21%	83,276.00	0.00	406,724.00	10,364	0	10,364
		16 - Electrical																
			8,300,000.00	0.00	8,300,000.00	1,333,216.80	187,088.00	0.00	1,639,844.80	183,808.48	1,385,176.00	24%	1,243,813.00	141,362.10	4,914,823.90	183,208	18,707	183,809

Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application Date: 008-1978
To: 05/31/11
Project No: 2032

FC-REF#	FCRC COST CODE (IF APPLICABLE)	DESCRIPTION OF WORK	ORIGINAL CONTRACT SUM	APPROVED CHANGE ORDERS	ADJUSTED CONTRACT VALUE (A+B)	PREVIOUS APPLICATION	CURRENT APPLICATION	STORED MATERIALS (not in D or E)	TOTAL COMPLETED AND STORED TO DATE	RETENTION TO DATE (H and P)	TOTAL PAYABLE TO DATE (G+H)	% COMP	LESS PREVIOUS Certificates For PAYMENT	NET PAYMENT DUE THIS APPLICATION (I-K)	BALANCE TO COMP. INCL. RETENTION (C-I)	RETENTION FROM PRIOR PERIOD	RETENTION THIS PERIOD (P-M) (P-M)	RETENTION TO DATE
			A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P

CHANGE ORDERS

FC-REF#	FCRC COST CODE (IF APPLICABLE)	DESCRIPTION OF WORK	ORIGINAL CONTRACT SUM	APPROVED CHANGE ORDERS	ADJUSTED CONTRACT VALUE (A+B)	PREVIOUS APPLICATION	CURRENT APPLICATION	STORED MATERIALS (not in D or E)	TOTAL COMPLETED AND STORED TO DATE	RETENTION TO DATE (H and P)	TOTAL PAYABLE TO DATE (G+H)	% COMP	LESS PREVIOUS PAYMENTS	NET PAYMENT DUE THIS APPLICATION (I-K)	BALANCE TO COMP. INCL. RETENTION (C-I)	RETENTION FROM PRIOR PERIOD	RETENTION THIS PERIOD (P-M) (P-M)	RETENTION TO DATE
			A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
FC-001				400,000.00	400,000.00	386,718.00	0.00	0.00	386,718.00	0.00	386,718.00	97%	386,718.00	0.00	13,282.00	0	0	0
FC-002				1,425,000.00	1,425,000.00	1,410,750.00	0.00	0.00	1,410,750.00	141,075.00	1,269,675.00	99%	1,269,675.00	0.00	155,325.00	141,075	0	141,075
FC-003				107,745.00	107,745.00	107,745.00	0.00	0.00	107,745.00	10,774.50	96,970.50	100%	96,970.50	0.00	10,774.50	10,775	0	10,775
FC-004				46,428.00	46,428.00	46,428.00	0.00	0.00	46,428.00	4,642.80	41,785.20	100%	41,785.20	0.00	4,642.80	4,643	0	4,643
FC-005				18,565.00	18,565.00	18,565.00	0.00	0.00	18,565.00	1,856.50	17,808.50	100%	17,808.50	0.00	1,856.50	1,857	0	1,857
FC-006				2,124.00	2,124.00	2,124.00	0.00	0.00	2,124.00	212.40	1,911.60	100%	1,911.60	0.00	212.40	212	0	212
FC-007				12,740.00	12,740.00	12,740.00	0.00	0.00	12,740.00	1,274.00	11,466.00	100%	11,466.00	0.00	1,274.00	1,274	0	1,274
FC-008				(13,500.00)	(13,500.00)	(13,500.00)	0.00	0.00	(13,500.00)	(1,350.00)	(12,150.00)	100%	(12,150.00)	0.00	(1,350.00)	(1,350)	0	(1,350)
FC-009				20,040.00	20,040.00	20,040.00	0.00	0.00	20,040.00	2,004.00	18,036.00	100%	18,036.00	0.00	2,004.00	2,004	0	2,004
FC-010				27,511.00	27,511.00	27,511.00	0.00	0.00	27,511.00	2,751.10	24,759.90	100%	24,759.90	0.00	2,751.10	2,751	0	2,751
FC-011				12,805.00	12,805.00	12,805.00	0.00	0.00	12,805.00	1,280.50	11,524.50	100%	11,524.50	0.00	1,280.50	1,281	0	1,281
FC-012				4,279.00	4,279.00	4,279.00	0.00	0.00	4,279.00	427.90	3,851.10	100%	3,851.10	0.00	427.90	428	0	428
FC-013				26,370.00	26,370.00	0.00	26,370.00	0.00	26,370.00	2,637.00	23,733.00	100%	0.00	26,433.00	2,637.00	0	2,637	2,637
FC-014				20,587.00	20,587.00	0.00	20,587.00	0.00	20,587.00	2,058.70	18,528.30	100%	0.00	18,528.30	2,058.70	0	2,058	2,058
FC-015				30,101.00	30,101.00	0.00	30,101.00	0.00	30,101.00	3,010.10	27,090.90	100%	0.00	27,090.90	3,010.10	0	3,010	3,010
FC-016				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0	0	0
FC-017				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0	0	0
FC-018				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0	0	0

C-RE	FCRC	Trade	DESCRIPTION OF WORK	ORIGINAL	APPROVED	ADJUSTED	TOTAL	CURRENT	STORED	TOTAL	RETENTION	TOTAL	% COMP	LESS	NET PAYMENT	BALANCE TO	RETENTION	RETENTION	RETENTION
COST CODE	(IF APPLICABLE)	Code		SUM	CHARGE	CONTRACT	COMPLETED	APPLICATION	MATERIALS	COMPLETED	TO DATE	PAYABLE		PREVIOUS	DUE THIS	COMP. INCL.	TO	Hold / (Released)	TO
				A	B	VALUE	AND STORED		(not in D or E)	AND STORED	(Per col F)	TO DATE		CERTIFICATE	APPLICATION	RETENTION	DATE	THIS PERIOD	DATE
						(A+B)	TO DATE			TO DATE				FOR	(I-K)	(C-G)		(P-Q)	
														PAYMENT					
			Vent Work																
			North Vents																
		010001	Demolition & Excavation	778,000.00		778,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	778,000.00	0	0	0
		010001	Shielding	48,000.00		48,000.00	48,000.00	0.00	0.00	48,000.00	4,800.00	43,200.00	100%	43,200.00	0.00	4,800.00	4,800.00	0	4,800.00
		010001	Concrete	862,000.00		862,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	862,000.00	0	0	0
		010001	Waterproofing	128,000.00		128,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	128,000.00	0	0	0
		010001	Gratings	67,500.00		67,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	67,500.00	0	0	0
			North Vents Subtotal	1,881,500.00	0.00	1,881,500.00	48,000.00	0.00	0.00	48,000.00	4,800.00	43,200.00	0%	43,200.00	0.00	1,838,300.00	4,800.00	0.00	4,800.00
			South Vents																
		010001	Demolition & Excavation	521,000.00		521,000.00	52,100.00	162,360.00	0.00	234,450.00	23,445.00	211,005.00	45%	45,090.00	184,115.00	308,995.00	5,210	18,235	25,445
		010001	Shielding	52,000.00		52,000.00	52,000.00	0.00	0.00	52,000.00	5,200.00	46,800.00	100%	46,800.00	0.00	5,200.00	5,200.00	0	5,200.00
		010001	Concrete	438,000.00		438,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	438,000.00	0	0	0
		010001	Waterproofing	35,000.00		35,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	35,000.00	0	0	0
		010001	Gratings	72,500.00		72,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	72,500.00	0	0	0
			South Vents Subtotal	1,118,500.00	0.00	1,118,500.00	52,100.00	162,360.00	0.00	234,450.00	23,445.00	211,005.00	0%	92,890.00	184,115.00	860,895.00	10,410.00	18,235.00	20,645.00
			Total Vent Work	3,000,000.00	0.00	3,000,000.00	100,100.00	162,360.00	0.00	468,900.00	46,845.00	420,055.00	0%	136,090.00	368,115.00	1,699,195.00	15,210.00	18,235.00	26,045.00
			Farm Control Area																
			01 - General Conditions																
		010010	Engineering	300,000.00		300,000.00	285,000.00	0.00	0.00	285,000.00	28,500.00	256,500.00	95%	256,500.00	0.00	43,500.00	28,500	0	28,500
		010010	Submittals	300,000.00		300,000.00	270,000.00	0.00	0.00	270,000.00	27,000.00	243,000.00	90%	243,000.00	0.00	27,000.00	27,000	0	27,000
		010010	JCSI Mobilization	150,000.00		150,000.00	150,000.00	0.00	0.00	150,000.00	15,000.00	135,000.00	100%	135,000.00	0.00	15,000.00	15,000	0	15,000
		010010	Maintain Site	100,000.00		100,000.00	45,000.00	5,000.00	0.00	50,000.00	5,000.00	45,000.00	50%	4,500.00	4,500.00	55,000.00	4,500	500	5,000
		010010	Field Office	140,000.00		140,000.00	63,000.00	7,000.00	0.00	70,000.00	7,000.00	63,000.00	50%	5,600.00	5,600.00	77,000.00	5,600	700	7,000
		010010	Scheduling	25,000.00		25,000.00	12,500.00	1,250.00	0.00	13,750.00	1,375.00	12,375.00	88%	1,125.00	1,125.00	12,250.00	1,125	125	1,250
		010010	Quality Control	80,000.00		80,000.00	36,000.00	4,000.00	0.00	40,000.00	4,000.00	36,000.00	50%	3,600.00	3,600.00	44,000.00	3,600	400	4,000
		010010	Safety Management	200,000.00		200,000.00	90,000.00	10,000.00	0.00	100,000.00	10,000.00	90,000.00	50%	8,000.00	8,000.00	110,000.00	8,000	1,000	10,000
		010010	Construction Fencing & Barriers	300,000.00		300,000.00	300,000.00	0.00	0.00	300,000.00	30,000.00	270,000.00	100%	270,000.00	0.00	30,000.00	30,000	0	30,000
		010010	MPT	100,000.00		100,000.00	100,000.00	0.00	0.00	100,000.00	10,000.00	90,000.00	100%	90,000.00	0.00	10,000.00	10,000	0	10,000
		010010	As-Builds	25,000.00		25,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	25,000.00	0	0	0
		010010	Progress Photo's	5,000.00		5,000.00	0.00	0.00	0.00	3,000.00	300.00	2,700.00	50%	1,800.00	1,800.00	3,200.00	210	60	300
		010010	Demobilization	20,000.00		20,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	20,000.00	0	0	0
			01 - General Conditions Total	1,740,000.00	0.00	1,740,000.00	1,243,000.00	28,250.00	0.00	1,271,250.00	127,750.00	1,143,500.00	95%	1,143,500.00	0.00	296,250.00	243,000.00	5,210.00	128,710.00
			02 - Sitework																
		020000	Temporary Deck - Perimeter Beam	200,000.00		200,000.00	200,000.00	0.00	0.00	200,000.00	20,000.00	180,000.00	100%	180,000.00	0.00	20,000.00	20,000	0	20,000
		020000	Temporary Deck - Steel Bracing	600,000.00		600,000.00	600,000.00	0.00	0.00	600,000.00	60,000.00	540,000.00	100%	540,000.00	0.00	60,000.00	60,000	0	60,000
		020000	Temporary Deck - Precast Deck Panels	250,000.00		250,000.00	250,000.00	0.00	0.00	250,000.00	25,000.00	225,000.00	100%	225,000.00	0.00	25,000.00	25,000	0	25,000
		020000	Road removal	250,000.00		250,000.00	250,000.00	0.00	0.00	250,000.00	25,000.00	225,000.00	100%	225,000.00	0.00	25,000.00	25,000	0	25,000
		020000	Road Restoration	150,000.00		150,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	150,000.00	0	0	0
		020000	Site Clearing	50,000.00		50,000.00	50,000.00	0.00	0.00	50,000.00	5,000.00	45,000.00	100%	45,000.00	0.00	5,000.00	5,000	0	5,000
		020000	Expose TA Roof Structure	50,000.00		50,000.00	50,000.00	0.00	0.00	50,000.00	5,000.00	45,000.00	100%	45,000.00	0.00	5,000.00	5,000	0	5,000
		020000	General Excavation	600,000.00		600,000.00	580,300.00	18,500.00	0.00	600,000.00	60,000.00	540,000.00	100.00%	522,450.00	17,550.00	60,000.00	50,050	1,850	60,000
		020000	Soil Disposal	400,000.00		400,000.00	398,000.00	2,000.00	0.00	400,000.00	40,000.00	360,000.00	100.0%	358,200.00	1,800.00	40,000.00	38,200	200	40,000
		020000	Shielding	700,000.00		700,000.00	700,000.00	0.00	0.00	700,000.00	70,000.00	630,000.00	100%	630,000.00	0.00	70,000.00	70,000	0	70,000
		020000	Structure Bracing	1,000,000.00		1,000,000.00	800,000.00	25,000.00	0.00	875,000.00	87,500.00	787,500.00	88%	806,000.00	22,500.00	122,500.00	84,000	2,500	87,500
		020000	Underpinning - Signal Room	980,000.00		980,000.00	784,000.00	147,000.00	0.00	831,000.00	83,100.00	747,900.00	83%	705,800.00	122,300.00	142,100.00	75,400	14,700	83,100
		020000	Bracing - Signal Room	120,000.00		120,000.00	120,000.00	0.00	0.00	120,000.00	12,000.00	108,000.00	100%	108,000.00	0.00	12,000.00	12,000	0	12,000
		020000	Underpinning - Ejector Pit	180,000.00		180,000.00	0.00	180,000.00	0.00	180,000.00	18,000.00	162,000.00	100%	0.00	162,000.00	18,000.00	0	18,000	18,000
		020000	The Backs - Ejector Pit	40,000.00		40,000.00	0.00	40,000.00	0.00	40,000.00	4,000.00	36,000.00	100%	0.00	36,000.00	4,000.00	0	4,000	4,000
		020000	Underpinning - Control Area	300,000.00		300,000.00	300,000.00	0.00	0.00	300,000.00	30,000.00	270,000.00	100%	270,000.00	0.00	30,000.00	30,000	0	30,000
		020000	Tiebacks - Control Area	80,000.00		80,000.00	80,000.00	0.00	0.00	80,000.00	8,000.00	72,000.00	100%	72,000.00	0.00	8,000.00	8,000	0	8,000
		020000	Demolition - RT	1,600,000.00		1,600,000.00	1,440,000.00	5,000.00	0.00	1,440,000.00	144,000.00	1,296,000.00	90%	1,296,000.00	0.00	304,000.00	144,000	0	144,000
		020000	Shoring - RT	300,000.00		300,000.00	300,000.00	0.00	0.00	300,000.00	30,000.00	270,000.00	100%	270,000.00	0.00	30,000.00	30,000	0	30,000
		020000	Southbound Underpinning - RT	400,000.00		400,000.00	400,000.00	0.00	0.00	400,000.00	40,000.00	360,000.00	100%	360,000.00	0.00	40,000.00	40,000	0	40,000
		020000	Demolition - BMT	2,400,000.00		2,400,000.00	2,400,000.00	0.00	0.00	2,400,000.00	240,000.00	2,160,000.00	100%	2,160,000.00	0.00	240,000.00	240,000	0	240,000
		020000	Shoring - BMT	200,000.00		200,000.00	200,000.00	0.00	0.00	200,000.00	20,000.00	180,000.00	100%	180,000.00	0.00	20,000.00	20,000	0	20,000
			Caisson Work																
		020000	Pile Exc & Prep for Caisson Work	100,000.00		100,000.00	100,000.00	0.00	0.00	100,000.00	10,000.00	90,000.00	100%	90,000.00	0.00	10,000.00	10,000	0	10,000
		020000	Caisson Load test	150,000.00		150,000.00	150,000.00	0.00	0.00	150,000.00	15,000.00	135,000.00</							

C-RE	FCRC	Trade	DESCRIPTION OF WORK	ORIGINAL	APPROVED	ADJUSTED	TOTAL	CURRENT	STORED	TOTAL	RETENTION	TOTAL	% COMP	LESS	NET PAYMENT	BALANCE TO	RETENTION	RETENTION	RETENTION
	COST CODE	Code		SUM	CHARGE	CONTRACT	COMPLETED	APPLICATION	MATERIALS	COMPLETED	TO DATE	PAYABLE		PREVIOUS	DUE THIS	COMP. INCL.	TO DATE	Hold / (Released)	TO DATE
	(IF APPLICABLE)			A	B	VALUE	AND STORED		(not in D or E)	AND STORED	(If not P)	TO DATE	J	CERTIFICATE	APPLICATION	RETENTION	P	THIS PERIOD	P
						(A+B)	TO DATE			TO DATE				FOR	(L-K)	(C-I)		(P-N)	
														PAYMENT					
			03 - Concrete																
			BMT																
		033000	Pile Caps-Rebar	300,000.00		300,000.00	300,000.00	0.00	0.00	300,000.00	30,000.00	270,000.00	100%	270,000.00	0.00	30,000.00	30,000.00	0	30,000.00
		033000	Pile Caps-Formwork	200,000.00		200,000.00	200,000.00	0.00	0.00	200,000.00	20,000.00	180,000.00	100%	180,000.00	0.00	20,000.00	20,000.00	0	20,000.00
		033000	Pile Caps-Concrete	200,000.00		200,000.00	200,000.00	0.00	0.00	200,000.00	20,000.00	180,000.00	100%	180,000.00	0.00	20,000.00	20,000.00	0	20,000.00
		033000	Mat Slab-Rebar	250,000.00		250,000.00	237,500.00	0.00	0.00	237,500.00	23,750.00	213,750.00	88%	213,750.00	0.00	23,750.00	23,750.00	0	23,750.00
		033000	Mat Slab-Formwork	100,000.00		100,000.00	100,000.00	0.00	0.00	100,000.00	10,000.00	90,000.00	100%	90,000.00	0.00	10,000.00	10,000.00	0	10,000.00
		033000	Mat Slab-Concrete	150,000.00		150,000.00	120,000.00	0.00	0.00	120,000.00	12,000.00	108,000.00	80%	108,000.00	0.00	12,000.00	12,000.00	0	12,000.00
		033000	Escalator/Elevator Pits-Rebar	30,000.00		30,000.00	30,000.00	0.00	0.00	30,000.00	3,000.00	27,000.00	100%	27,000.00	0.00	3,000.00	3,000.00	0	3,000.00
		033000	Escalator/Elevator Pits-Formwork	60,000.00		60,000.00	60,000.00	0.00	0.00	60,000.00	6,000.00	54,000.00	100%	54,000.00	0.00	6,000.00	6,000.00	0	6,000.00
		033000	Escalator/Elevator Pits-Concrete	30,000.00		30,000.00	30,000.00	0.00	0.00	30,000.00	3,000.00	27,000.00	100%	27,000.00	0.00	3,000.00	3,000.00	0	3,000.00
		033000	Walls-Rebar	300,000.00		300,000.00	0.00	300,000.00	0.00	300,000.00	30,000.00	270,000.00	100%	0.00	270,000.00	30,000.00	0	30,000.00	30,000.00
		033000	Walls-Formwork	450,000.00		450,000.00	0.00	450,000.00	0.00	450,000.00	45,000.00	405,000.00	80%	0.00	364,500.00	85,500.00	0	40,800.00	40,800.00
		033000	Walls-Concrete	200,000.00		200,000.00	0.00	180,000.00	0.00	180,000.00	18,000.00	162,000.00	80%	0.00	162,000.00	38,000.00	0	18,000.00	18,000.00
		033000	Arch Slab Roof-Rebar	350,000.00		350,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	350,000.00	0	0	0
		033000	Arch Slab Roof-Formwork	1,450,000.00		1,450,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	1,450,000.00	0	0	0
		033000	Arch Slab Roof-Concrete	400,000.00		400,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	400,000.00	0	0	0
		033000	Arch Slab Roof-Strip Form	100,000.00		100,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	100,000.00	0	0	0
		033000	Stair	350,000.00		350,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	350,000.00	0	0	0
		033000	Waterproof & Protection- Slab	300,000.00		300,000.00	300,000.00	0.00	0.00	300,000.00	30,000.00	270,000.00	100%	270,000.00	0.00	30,000.00	30,000.00	0	30,000.00
		033000	Waterproof & Protection-Walls	500,000.00		500,000.00	0.00	125,000.00	0.00	125,000.00	12,500.00	112,500.00	25%	0.00	112,500.00	387,500.00	0	12,500.00	12,500.00
		033000	Waterproof & Protection-Roof	300,000.00		300,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	300,000.00	0	0	0
			RT																
		033000	Pile Caps-Rebar	80,000.00		80,000.00	18,000.00	0.00	0.00	18,000.00	1,800.00	16,200.00	30%	16,200.00	0.00	1,800.00	1,800.00	0	1,800.00
		033000	Pile Caps-Formwork	40,000.00		40,000.00	12,000.00	0.00	0.00	12,000.00	1,200.00	10,800.00	30%	10,800.00	0.00	1,200.00	1,200.00	0	1,200.00
		033000	Pile Caps-Concrete	30,000.00		30,000.00	8,000.00	0.00	0.00	8,000.00	800.00	7,200.00	30%	7,200.00	0.00	800.00	800.00	0	800.00
		033000	Mat Slab-Rebar	250,000.00		250,000.00	75,000.00	0.00	0.00	75,000.00	7,500.00	67,500.00	30%	67,500.00	0.00	7,500.00	7,500.00	0	7,500.00
		033000	Mat Slab-Formwork	70,000.00		70,000.00	21,000.00	0.00	0.00	21,000.00	2,100.00	18,900.00	30%	18,900.00	0.00	2,100.00	2,100.00	0	2,100.00
		033000	Mat Slab-Concrete	80,000.00		80,000.00	24,000.00	0.00	0.00	24,000.00	2,400.00	21,600.00	30%	21,600.00	0.00	2,400.00	2,400.00	0	2,400.00
		033000	Ejector Pit-Rebar	30,000.00		30,000.00	0.00	0.00	0.00	0.00	0.00	0.00	100%	0.00	0.00	30,000.00	0	0	0
		033000	Ejector Pit-Formwork	80,000.00		80,000.00	0.00	40,000.00	0.00	40,000.00	4,000.00	36,000.00	50%	0.00	36,000.00	44,000.00	0	4,000.00	4,000.00
		033000	Ejector Pit-Concrete	40,000.00		40,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	40,000.00	0	0	0
		033000	Walls-Rebar	150,000.00		150,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	150,000.00	0	0	0
		033000	Walls-Formwork	200,000.00		200,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	200,000.00	0	0	0
		033000	Walls-Concrete	150,000.00		150,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	150,000.00	0	0	0
		033000	Arch Slab Roof-Rebar	180,000.00		180,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	180,000.00	0	0	0
		033000	Arch Slab Roof-Formwork	440,000.00		440,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	440,000.00	0	0	0
		033000	Arch Slab Roof-Concrete	100,000.00		100,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	100,000.00	0	0	0
		033000	Arch Slab Roof-Strip Form	50,000.00		50,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	50,000.00	0	0	0
		033000	Waterproof & Protection- Slab	100,000.00		100,000.00	30,000.00	0.00	0.00	30,000.00	3,000.00	27,000.00	30%	27,000.00	0.00	73,000.00	3,000.00	0	3,000.00
		033000	Waterproof & Protection-Walls	150,000.00		150,000.00	0.00	15,000.00	0.00	15,000.00	1,500.00	13,500.00	10%	0.00	13,500.00	136,500.00	0	1,500.00	1,500.00
		033000	Waterproof & Protection-Roof	100,000.00		100,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	100,000.00	0	0	0
			Misc. Concrete Stairs, Walls & Passageways																
		033000	Southbound Platform Stair (C-305)	600,000.00		600,000.00	120,000.00	0.00	0.00	120,000.00	12,000.00	108,000.00	20%	108,000.00	0.00	492,000.00	12,000.00	0	12,000.00
		033000	BMT Level Stair (C-402)	100,000.00		100,000.00	20,000.00	0.00	0.00	20,000.00	2,000.00	18,000.00	20%	18,000.00	0.00	82,000.00	2,000.00	0	2,000.00
		033000	IRT Center Stair	100,000.00		100,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	100,000.00	0	0	0
		033000	Pads & Pits	100,000.00		100,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	100,000.00	0	0	0
			03 - Concrete Total	8,980,000.00		8,980,000.00	3,646,500.00	3,646,500.00	0.00	3,646,500.00	364,650.00	3,281,850.00	32%	3,281,850.00	364,650.00	4,698,150.00	364,650.00	124,350.00	364,650.00
			04 - Masonry																
		042000	Interior Demolitions	400,000.00		400,000.00	120,000.00	0.00	0.00	120,000.00	12,000.00	108,000.00	30%	108,000.00	0.00	292,000.00	58,000.00	0	12,000.00

C-RE	FORC	Trade	DESCRIPTION OF WORK	ORIGINAL	APPROVED	ADJUSTED	TOTAL	CURRENT	STORED	TOTAL	RETENTION	TOTAL	% COMP	LESS	NET PAYMENT	BALANCE TO	RETENTION	RETENTION	RETENTION
COST	CODE	Code		SUM	CHARGE	CONTRACT	COMPLETED	APPLICATION	MATERIALS	COMPLETED	TO DATE	PAYABLE		PREVIOUS	DUE THIS	COMP. INCL.	TO	HELD / (Released)	TO
(F APPLICABLE)					ORDERS	VALUE	AND STORED		(net in D or E)	AND STORED	(if col F)	TO DATE		CERTIFICATE	APPLICATION	RETENTION	DATE	THIS PERIOD	DATE
				A	B	(A+B)	TO DATE	E	F	G	H	I	J	FOR	(J-K)	(C-I)	F	(P-Q)	P
			CMU Partitions					0.00											
								0.00											
			4" CMU Partitions - RT	110,000.00		110,000.00	10,000.00	0.00	0.00	10,000.00	1,000.00	8,000.00	8%	8,000.00	0.00	101,000.00	0.00	0	1,000
			8" CMU Partitions - RT	140,000.00		140,000.00	35,000.00	0.00	0.00	35,000.00	3,500.00	31,500.00	25%	31,500.00	0.00	108,500.00	0.00	0	3,500
			4" CMU Partitions - BMT	120,000.00		120,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	120,000.00	0.00	0	0
			8" CMU Partitions - BMT	230,000.00		230,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	230,000.00	0.00	0	0
			Temporary Partitions & Protection	300,000.00		300,000.00	120,000.00	0.00	0.00	120,000.00	12,000.00	108,000.00	40%	108,000.00	0.00	192,000.00	12,000	0	12,000
			04 - Masonry Total	1,580,000.00	0.00	1,580,000.00	165,000.00	0.00	0.00	165,000.00	16,500.00	148,500.00	25%	148,500.00	0.00	1,431,500.00	12,000	0	16,500
			05 - Metals																
			Structural Steel																
			051000 Mobilization	150,000.00		150,000.00	112,500.00	0.00	0.00	112,500.00	11,250.00	101,250.00	75%	101,250.00	0.00	48,750.00	11,250	0	11,250
			051000 Engineering	235,000.00		235,000.00	223,250.00	0.00	0.00	223,250.00	22,325.00	200,925.00	95%	200,925.00	0.00	34,075.00	22,325	0	22,325
			051000 Materials	1,085,000.00		1,085,000.00	852,000.00	42,600.00	117,150.00	1,011,750.00	101,175.00	910,575.00	85%	784,800.00	143,775.00	144,425.00	65,000	15,975	101,175
			051000 Fabrication	1,700,000.00		1,700,000.00	1,071,000.00	374,000.00	0.00	1,445,000.00	144,500.00	1,300,500.00	83%	893,500.00	306,500.00	396,500.00	307,100	37,400	144,500
			051000 Erection	1,350,000.00		1,350,000.00	810,000.00	138,000.00	0.00	948,000.00	94,800.00	853,200.00	70%	725,000.00	127,200.00	496,500.00	87,000	13,200	94,800
			Structural Steel Subtotal	4,880,000.00	0.00	4,880,000.00	3,068,750.00	881,600.00	117,150.00	3,737,500.00	373,750.00	3,363,750.00	83%	2,781,875.00	881,875.00	1,156,250.00	309,875	66,875	373,750
			Miscellaneous Metals																
			055000 Railings	500,000.00		500,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	500,000.00	0	0	0
			055000 Stairs	200,000.00		200,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	200,000.00	0	0	0
			055000 Elevator Enclosure	600,000.00		600,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	600,000.00	0	0	0
			055000 Fences & Gates	200,000.00		200,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	200,000.00	0	0	0
			Misc Metals Subtotal	1,500,000.00	0.00	1,500,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	1,500,000.00	0.00	0.00	0.00
			05 - Metals Total	6,380,000.00	0.00	6,380,000.00	3,068,750.00	881,600.00	117,150.00	3,737,500.00	373,750.00	3,363,750.00	83%	2,781,875.00	881,875.00	1,456,250.00	309,875	66,875	373,750
			06 - Finishes																
			Tile Work																
			063000 Tile Work - RT																
			063000 Tile Floors	250,000.00		250,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	250,000.00	0	0	0
			063000 Tile Walls	400,000.00		400,000.00	20,000.00	0.00	0.00	20,000.00	2,000.00	18,000.00	5%	18,000.00	0.00	382,000.00	2,000	0	2,000
			063000 Tile Stairs	150,000.00		150,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	150,000.00	0	0	0
			063000 Tile Work - BMT																
			063000 Tile Floors	350,000.00		350,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	350,000.00	0	0	0
			063000 Tile Walls	350,000.00		350,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	350,000.00	0	0	0
			063000 Tile Stairs	250,000.00		250,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	250,000.00	0	0	0
			Tile Work Subtotal	1,780,000.00	0.00	1,780,000.00	20,000.00	0.00	0.00	20,000.00	2,000.00	18,000.00	0%	18,000.00	0.00	1,762,000.00	2,000	0.00	2,000.00
			Painting																
			068000 Scraping & Prep for Painting	200,000.00		200,000.00	50,000.00	0.00	0.00	50,000.00	5,000.00	45,000.00	25%	45,000.00	0.00	155,000.00	5,000	0	5,000
			068000 Painting	300,000.00		300,000.00	30,000.00	0.00	0.00	30,000.00	3,000.00	27,000.00	10%	27,000.00	0.00	273,000.00	3,000	0	3,000
			Painting Subtotal	500,000.00	0.00	500,000.00	80,000.00	0.00	0.00	80,000.00	8,000.00	72,000.00	10%	72,000.00	0.00	428,000.00	8,000	0.00	8,000.00
			Miscellaneous Furnishings, Signs, etc.																
			104040 Hollow Metal Doors	120,000.00		120,000.00	18,000.00	0.00	0.00	18,000.00	1,800.00	16,200.00	18%	16,200.00	0.00	103,800.00	1,800	0	1,800
			104040 Hollow Metal Doors-Hardware	60,000.00		60,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	60,000.00	0	0	0
			104040 Coiling Grille	40,000.00		40,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	40,000.00	0	0	0
			104040 Porcelain signs	230,000.00		230,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	230,000.00	0	0	0
			104040 Misc Ladders, Covers, Hatches, Etc	50,000.00		50,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	50,000.00	0	0	0
			104040 Stair Irons	100,000.00		100,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	100,000.00	0	0	0
			104040 Non TA Finished Items	300,000.00		300,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	300,000.00	0	0	0
			(Non-Allowance) Subtotal	900,000.00	0.00	900,000.00	18,000.00	0.00	0.00	18,000.00	1,800.00	16,200.00	18%	16,200.00	0.00	883,800.00	1,800	0.00	1,800.00
			104500 MICE - Turnstiles (14 @ \$43,000 ea.)	580,000.00		580,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	580,000.00	0	0	0
			104500 DWANCE - Agent Operated Gate (1)	50,000.00		50,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	50,000.00	0	0	0
			104500 ALLOWANCE - AFAS Gate (1)	50,000.00		50,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	50,000.00	0	0	0
			104500 ALLOWANCE - AFAS Control Unit (2)	30,000.00		30,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	20,000.00	0	0	0
			104500 ALLOWANCE - HEETH	100,000.00		100,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	100,000.00	0	0	0
			104500 ALLOWANCE - MVM (3)	300,000.00		300,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	500,000.00	0	0	0
			104500 Waste Disposal at abandoned BMT Ent	25,000.00		25,000.00	25,000.00	0.00	0.00	25,000.00	2,500.00	22,500.00	100%	22,500.00	0.00	2,500.00	2,500	0	2,500
			(Allowance) Subtotal	1,365,000.00	0.00	1,365,000.00	25,000.00	0.00	0.00	25,000.00	2,500.00	22,500.00	100%	22,500.00	0.00	1,342,500.00	2,500	0.00	2,500.00

PRE	FCRC	Trade	DESCRIPTION OF WORK	ORIGINAL	APPROVED	ADJUSTED	TOTAL	CURRENT	STORED	TOTAL	RETENTION	TOTAL	% COMP	LESS	NET PAYMENT	BALANCE TO	RETENTION	RETENTION	RETENTION
	COST CODE	Code		SUM	CHARGE	CONTRACT	COMPLETED	APPLICATION	MATERIALS	COMPLETED	TO DATE	PAYABLE		PREVIOUS	DUE THIS	COMP. INCL.	TO	Hold / (Released)	TO
	(IF APPLICABLE)			A	B	VALUE	AND STORED		(not in D or E)	AND STORED	(If not F)	TO DATE	(G-H)	CERTIFICATE	APPLICATION	RETENTION	DATE	THIS PERIOD	DATE
						(A+B)	TO DATE			TO DATE				FOR	(K)	(C-I)	P	(P-N)	P
			Total Inter Furnishings, Signs, etc Subtotal	2,255,000.00	0.00	2,255,000.00	43,000.00	0.00	0.00	43,000.00	4,300.00	32,700.00	1%	32,700.00	0.00	2,196,300.00	4,300.00	0.00	4,300.00
			16 - Mechanical	4,435,000.00	0.00	4,435,000.00	143,000.00	0.00	0.00	143,000.00	14,300.00	128,700.00	73%	128,700.00	0.00	4,306,300.00	14,300.00	0.00	14,300.00
			16 - Conveying Systems																
		142000	Elevator	800,000.00		800,000.00	80,000.00	0.00	0.00	80,000.00	8,000.00	54,000.00	10%	54,000.00	0.00	548,000.00	8,000.00	0	8,000.00
		143010	Elevators	1,500,000.00		1,500,000.00	150,000.00	0.00	0.00	150,000.00	15,000.00	135,000.00	10%	135,000.00	0.00	1,365,000.00	15,000.00	0	15,000.00
			16 - Conveying Systems Total	2,300,000.00	0.00	2,300,000.00	230,000.00	0.00	0.00	230,000.00	23,000.00	189,000.00	10%	189,000.00	0.00	2,111,000.00	23,000.00	0.00	23,000.00
			16 - Mechanical																
		155000	Fire Protection																
			Mobilization	25,000.00		25,000.00	25,000.00	0.00	0.00	25,000.00	2,500.00	22,500.00	100%	22,500.00	0.00	2,500.00	2,500.00	0	2,500.00
		156000	Engineering & Submittals	15,000.00		15,000.00	14,250.00	0.00	0.00	14,250.00	1,425.00	12,825.00	85%	12,825.00	0.00	2,175.00	1,425.00	0	1,425.00
		156000	Fire Protection Piping & Supports	150,000.00		150,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	150,000.00	0	0	0
		156000	1" - 2 1/2" Sprinkler Piping & Support	200,000.00		200,000.00	20,000.00	0.00	0.00	20,000.00	2,000.00	18,000.00	10%	18,000.00	0.00	182,000.00	2,000.00	0	2,000.00
		156000	Siamese Connections	75,000.00		75,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	75,000.00	0	0	0
		156000	Fire Hose Valves & Cabinets	80,000.00		80,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	80,000.00	0	0	0
		156000	Sprinkler Heads	25,000.00		25,000.00	5,000.00	0.00	0.00	5,000.00	500.00	4,500.00	20%	4,500.00	0.00	20,500.00	500.00	0	500.00
		156000	Testing & Start-up	22,500.00		22,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	22,500.00	0	0	0
			Fire Protection Subtotal	692,500.00	0.00	692,500.00	64,250.00	0.00	0.00	64,250.00	6,425.00	57,825.00	10%	57,825.00	0.00	634,675.00	6,425.00	0.00	6,425.00
		154000	Plumbing																
			Mobilization	75,000.00		75,000.00	75,000.00	0.00	0.00	75,000.00	7,500.00	67,500.00	100%	67,500.00	0.00	7,500.00	7,500.00	0	7,500.00
		154000	Engineering & Submittals	35,000.00		35,000.00	33,250.00	0.00	0.00	33,250.00	3,325.00	29,925.00	85%	29,925.00	0.00	5,075.00	3,325.00	0	3,325.00
		154000	Sanitary Waste & Vent piping Supports	550,000.00		550,000.00	55,000.00	0.00	0.00	55,000.00	5,500.00	49,500.00	10%	49,500.00	0.00	500,500.00	5,500.00	0	5,500.00
		154000	Domestic Water Pipe Supports	400,000.00		400,000.00	20,000.00	0.00	0.00	20,000.00	2,000.00	18,000.00	5%	18,000.00	0.00	382,000.00	2,000.00	0	2,000.00
		154000	Electric Water Heaters	30,000.00		30,000.00	10,000.00	0.00	0.00	10,000.00	1,000.00	9,000.00	33%	9,000.00	0.00	21,000.00	1,000.00	0	1,000.00
		154000	Plumbing Fixtures	150,000.00		150,000.00	30,000.00	0.00	0.00	30,000.00	3,000.00	27,000.00	20%	27,000.00	0.00	123,000.00	3,000.00	0	3,000.00
		154000	Floor Drains & C O	120,000.00		120,000.00	18,000.00	42,000.00	0.00	60,000.00	6,000.00	54,000.00	50%	18,000.00	37,000.00	68,000.00	1,800.00	4,200.00	4,000.00
		154000	Track & Station Drainage piping	270,000.00		270,000.00	160,000.00	0.00	0.00	160,000.00	16,000.00	144,000.00	80%	144,000.00	0.00	124,000.00	16,000.00	0	16,000.00
		154000	Pipe Installation	90,000.00		90,000.00	54,000.00	0.00	0.00	54,000.00	5,400.00	48,600.00	60%	48,600.00	0.00	41,400.00	5,400.00	0	5,400.00
		154000	Plumbing Disconnects & Cap-offs	135,000.00		135,000.00	10,000.00	17,000.00	0.00	27,000.00	2,700.00	24,300.00	20%	9,000.00	18,300.00	110,700.00	1,000.00	1,700.00	2,700.00
		154000	Testing & Start-up	82,500.00		82,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	82,500.00	0	0	0
			Plumbing Subtotal	1,907,500.00	0.00	1,907,500.00	487,250.00	69,000.00	0.00	556,250.00	55,625.00	470,625.00	10%	470,625.00	51,700.00	1,436,875.00	48,725.00	8,900.00	83,825.00
		158000	HVAC																
			Engineering & Submittals	18,000.00		18,000.00	18,050.00	0.00	0.00	18,050.00	1,805.00	16,245.00	85%	16,245.00	0.00	2,755.00	1,805.00	0	1,805.00
		158000	HVAC Disconnects & Cap-Offs	35,000.00		35,000.00	7,700.00	0.00	0.00	7,700.00	770.00	6,930.00	22%	6,930.00	0.00	28,070.00	770.00	0	770.00
		158000	Exhaust Fans	95,000.00		95,000.00	28,500.00	0.00	0.00	28,500.00	2,850.00	25,650.00	30%	25,650.00	0.00	69,350.00	2,850.00	0	2,850.00
		158000	Exhaust Fans Relocations	37,500.00		37,500.00	4,500.00	0.00	0.00	4,500.00	450.00	4,050.00	12%	4,050.00	0.00	33,450.00	450.00	0	450.00
		158000	Electric Baseboard	6,250.00		6,250.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	6,250.00	0	0	0
		158000	Electric Unit Heaters	24,000.00		24,000.00	3,400.00	0.00	0.00	3,400.00	340.00	3,060.00	14%	3,060.00	0.00	20,940.00	340.00	0	340.00
		158000	Ductwork	212,500.00		212,500.00	31,875.00	0.00	0.00	31,875.00	3,187.50	28,687.50	15%	28,687.50	0.00	183,812.50	3,187.50	0	3,187.50
		158000	Air Outlets/Chamfered Louvers	31,250.00		31,250.00	9,375.00	0.00	0.00	9,375.00	937.50	8,437.50	30%	8,437.50	0.00	22,812.50	937.50	0	937.50
		158000	A/C Units	25,000.00		25,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	25,000.00	0	0	0
		158000	Testing & Start-Up	12,500.00		12,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	12,500.00	0	0	0
			HVAC Subtotal	600,000.00	0.00	600,000.00	103,640.00	0.00	0.00	103,640.00	10,364.00	93,276.00	10%	93,276.00	0.00	496,724.00	10,364.00	0.00	10,364.00
			16 - Mechanical Total	7,537,500.00	0.00	7,537,500.00	1,034,140.00	69,000.00	0.00	1,103,140.00	110,314.00	992,826.00	10%	992,826.00	51,700.00	6,544,674.00	110,674.00	8,900.00	110,674.00
			16 - Electrical																
		161000	MOBILIZATION	200,000.00		200,000.00	200,000.00	0.00	0.00	200,000.00	20,000.00	180,000.00	100%	180,000.00	0.00	20,000.00	20,000.00	0	20,000.00
		161000	PANELS	207,000.00		207,000.00	0.00	14,490.00	0.00	14,490.00	1,449.00	13,041.00	7%	13,041.00	13,041.00	193,959.00	0	1,449.00	1,449.00
		161000	AUTO TRANSFER SW	42,000.00		42,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	42,000.00	0	0	0
		161000	TRANSFORMERS	32,000.00		32,000.00	0.00	8,910.00	0.00	8,910.00	891.00	5,019.00	17%	5,019.00	5,019.00	27,981.00	0	891.00	891.00
		161000	SWITCHES	77,000.00		77,000.00	11,550.00	0.00	0.00	11,550.00	1,155.00	10,395.00	15%	10,395.00	0.00	66,605.00	1,155.00	0	1,155.00
		161000	LTS FIXTURES	780,000.00		780,000.00	53,780.00	0.00	0.00	53,780.00	5,378.00	48,402.00	7%	48,402.00	0.00	731,598.00	5,378.00	0	5,378.00
		161000	4 COMP WIREWAY	180,000.00		180,000.00	0.00	6,800.00	0.00	6,800.00	680.00	6,120.00	4%	6,120.00	6,120.00	173,880.00	0	680.00	680.00
		161000	3" & 4" PG CONDUIT	9,800.00		9,800.00	1,248.00	384.00	0.00	1,632.00	163.20	1,468.80	17%	1,123.20	345.60	8,676.80	163.20	36.00	163.20
		161000	3" & 4" CONDUIT	14,000.00		14,000.00	2,030.00	0.00	0.00	2,030.00	203.00	1,827.00	15%	1,827.00	0.00	12,173.00	203.00	0	203.00
		161000	1 1/2" THRU 2 1/2" COND	127,500.00		127,500.00	81,700.00	0.00	0.00	81,700.00	8,170.00	53,530.00	48%	53,530.00	0.00	73,970.00	8,170.00	0	8,170.00
		161000	3/4" & 1" CONDUIT	1,045,000.00		1,045,000.00	240,300.00	20,900.00	0.00	261,200.00	26,120.00	235,080.00	25%	218,960.00	42,240.00	826,040.00	26,120.00	2,080.00	26,120.00
		161000	350 TO 500 MCM CABLE	44,000.00		44,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	44,000.00	0	0	0
		161000	2 TO 40 CABLE	89,000.00		89,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	89,000.00	0	0	0
		161000	# TO 14 WIRE	450,000.00		450,000.00	13,500.00	0.00	0.00	13,500.00	1,350.00	12,150.00	3%	12,150.00	0.00	437,850.00	1,350.00	0	1,350.00

LINE	FCRC COST CODE (IF APPLICABLE)	Trade Code	DESCRIPTION OF WORK	ORIGINAL CONTRACT SUM	APPROVED CHANGE ORDERS	ADJUSTED CONTRACT VALUE (A+B)	TOTAL COMPLETED AND STORED TO DATE	CURRENT APPLICATION	STORED MATERIALS (not in D or E)	TOTAL COMPLETED AND STORED TO DATE	RETENTION TO DATE (F col F)	TOTAL PAYABLE TO DATE (G+H)	% COMP	LESS PREVIOUS Certificates For PAYMENT	NET PAYMENT DUE THIS APPLICATION (I-H)	BALANCE TO COMP. INCL. RETENTION (C-I)	RETENTION TO DATE	RETENTION Held / Released THIS PERIOD (F-N)	RETENTION TO DATE
				A	B	C	G	E	F	G	H	I	J	K	L	M	P	O	P
		161000	HEATERS	43,200.00		43,200.00	2,160.00	0.00	0.00	2,160.00	216.00	1,944.00	5%	1,944.00	0.00	41,256.00	216	0	216
		161000	SW & RECEPT	66,600.00		66,600.00	6,982.50	0.00	0.00	6,982.50	698.25	6,284.25	11%	6,284.25	0.00	60,315.75	698	0	698
		161000	CONNECT MISC MOTORS	44,000.00		44,000.00	11,000.00	0.00	0.00	11,000.00	1,100.00	9,900.00	25%	9,900.00	0.00	34,100.00	1,100	0	1,100
		161000	TEMP SERVICE	110,000.00		110,000.00	16,500.00	40,000.00	0.00	42,500.00	8,250.00	74,250.00	75%	14,650.00	29,400.00	33,750.00	1,650	8,600	8,250
		161000	TEMP LT & POWER	120,000.00		120,000.00	54,000.00	4,000.00	0.00	60,000.00	6,000.00	54,000.00	50%	48,000.00	8,400.00	46,000.00	1,400	600	8,000
		161000	HEAT TRACE SYSTEM	250,000.00		250,000.00	62,500.00	0.00	0.00	62,500.00	6,250.00	56,250.00	23%	56,250.00	0.00	193,750.00	6,250	0	6,250
		161000	AFC WORK	33,000.00		33,000.00	990.00	0.00	0.00	990.00	99.00	891.00	3%	891.00	0.00	32,109.00	99	0	99
		161000	TOKEN BOOTH WORK	33,000.00		33,000.00	990.00	6,816.00	0.00	6,800.00	680.00	5,940.00	20%	591.00	5,949.00	27,060.00	59	691	660
		161000	GROUND EGYPT	55,000.00		55,000.00	2,750.00	2,750.00	0.00	5,500.00	550.00	4,950.00	10%	2,475.00	2,475.00	50,000.00	275	375	390
		161000	TAGGING	22,000.00		22,000.00	1,760.00	0.00	0.00	1,760.00	176.00	1,584.00	8%	1,584.00	0.00	20,416.00	176	0	176
		161000	REMOVALS	178,000.00		178,000.00	131,250.00	0.00	0.00	131,250.00	13,125.00	118,125.00	75%	118,125.00	0.00	60,875.00	13,125	0	13,125
		161000	ENG'G/DWG'S	110,000.00		110,000.00	8,500.00	0.00	0.00	8,500.00	850.00	7,650.00	90%	84,150.00	4,850.00	20,900.00	830	350	800
		161000	AS-BUILTS	26,000.00		26,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	26,000.00	0	0	0
		161000	COMMUNICATIONS																
		161000	RUBBER MATS	23,100.00		23,100.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	23,100.00	0	0	0
		161000	CAMERAS	33,000.00		33,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	33,000.00	0	0	0
		161000	PHONES	23,200.00		23,200.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	23,200.00	0	0	0
		161000	TTBS	77,000.00		77,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	77,000.00	0	0	0
		161000	POWER AMPS	22,000.00		22,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	22,000.00	0	0	0
		161000	SPEAKERS	77,000.00		77,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	77,000.00	0	0	0
		161000	FIA SYSTEM	87,000.00		87,000.00	8,700.00	0.00	0.00	8,700.00	870.00	7,830.00	10%	7,830.00	0.00	78,170.00	870	0	870
		161000	FIRE EXTINGUISHERS	11,000.00		11,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	11,000.00	0	0	0
		161000	2" FG CONDUIT	36,000.00		36,000.00	3,240.00	0.00	0.00	3,240.00	324.00	2,916.00	8%	2,916.00	0.00	33,084.00	324	0	324
		161000	3" CONDUIT	6,900.00		6,900.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	6,900.00	0	0	0
		161000	1 1/2" TO 2 1/2" COND	196,000.00		196,000.00	138,500.00	0.00	0.00	138,500.00	13,850.00	122,650.00	70%	122,650.00	0.00	73,350.00	13,850	0	13,850
		161000	3/4" & 1" CONDUIT	525,000.00		525,000.00	170,625.00	13,125.00	0.00	163,750.00	16,375.00	153,562.50	35%	153,562.50	11,812.50	359,625.00	12,063	1,313	16,375
		161000	P/A CABLE	84,000.00		84,000.00	8,480.00	0.00	0.00	8,480.00	848.00	7,632.00	7%	7,632.00	0.00	76,368.00	848	0	848
		161000	COAX CABLE	63,000.00		63,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	63,000.00	0	0	0
		161000	12PR & 25PR CABLE	154,000.00		154,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	154,000.00	0	0	0
		161000	4PR & QUAD CABLE	70,000.00		70,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	70,000.00	0	0	0
		161000	SPEAKER CABLE	70,000.00		70,000.00	2,100.00	0.00	0.00	2,100.00	210.00	1,890.00	3%	1,890.00	0.00	68,110.00	210	0	210
		161000	10 TO 14 THIN WIRE	72,000.00		72,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	72,000.00	0	0	0
		161000	7/8" RADAX CABLE	33,000.00		33,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	33,000.00	0	0	0
		161000	TAGGING	22,000.00		22,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	22,000.00	0	0	0
		161000	ENG'G/DWG'S	66,000.00		66,000.00	26,000.00	3,200.00	0.00	29,200.00	2,920.00	26,320.00	46%	23,400.00	2,920.00	36,878.00	2,600	325	2,925
		161000	AS-BUILTS	16,000.00		16,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	16,000.00	0	0	0
		161000	O & M MANUALS	17,000.00		17,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	17,000.00	0	0	0
		161000	TEST SYSTEMS	54,000.00		54,000.00	2,700.00	0.00	0.00	2,700.00	270.00	2,430.00	5%	2,430.00	0.00	51,570.00	270	0	270
		161000	REMOVALS	88,000.00		88,000.00	97,000.00	4,400.00	0.00	61,600.00	6,160.00	55,440.00	70%	51,480.00	3,960.00	20,960.00	5,720	460	5,190
		161000	TEST EX PA RACK W/TA	7,000.00		7,000.00	1,050.00	2,450.00	0.00	3,500.00	350.00	3,150.00	30%	845.00	2,205.00	3,850.00	105	245	350
			Subtotal Total	3,306,880.00	2.00	3,308,880.00	1,292,016.50	197,848.00	0.00	1,499,864.50	155,008.00	1,344,856.50	34%	1,343,312.50	14,548.00	4,954,913.50	158,141.00	18,708.00	163,849.00

CHANGE ORDERS - Vent Work

LINE	FCRC COST CODE (IF APPLICABLE)	Trade Code (TBD)	DESCRIPTION OF WORK	ORIGINAL CONTRACT SUM	APPROVED CHANGE ORDERS	ADJUSTED CONTRACT VALUE (A+B)	TOTAL COMPLETED AND STORED TO DATE	CURRENT APPLICATION	STORED MATERIALS (not in D or E)	TOTAL COMPLETED AND STORED TO DATE	RETENTION TO DATE (F col F)	TOTAL PAYABLE TO DATE (G+H)	% COMP	LESS PREVIOUS PAYMENTS	NET PAYMENT DUE THIS APPLICATION (I-H)	BALANCE TO COMP. INCL. RETENTION (C-I)	RETENTION TO DATE	RETENTION Held / Released THIS PERIOD (F-N)	RETENTION TO DATE
				A	B	C	G	E	F	G	H	I	J	K	L	M	P	O	P
FC-001		171000	PMP Bond	not applicable	400,000.00	400,000.00	386,718.00	0.00	0.00	386,718.00	0.00	386,718.00	97%	386,718.00	0.00	13,282.00	0	0	0
FC-002		xxxxxx	not applicable	not applicable	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0	0	0
FC-003		xxxxxx	not applicable	not applicable	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0	0	0
FC-004		xxxxxx	MPT Work	not applicable	46,428.00	46,428.00	46,428.00	0.00	0.00	46,428.00	4,642.80	41,785.20	100%	41,785.20	0.00	4,642.80	4,643	0	4,643
FC-005		xxxxxx	Fieldbuth Ave MPT	not applicable	18,565.00	18,565.00	18,565.00	0.00	0.00	18,565.00	1,856.50	17,008.50	100%	17,008.50	0.00	1,856.50	1,857	0	1,857
FC-007		xxxxxx	Hydrant Relocation	not applicable	12,740.00	12,740.00	12,740.00	0.00	0.00	12,740.00	1,274.00	11,466.00	100%	11,466.00	0.00	1,274.00	1,274	0	1,274

C-RE	FCRC COST CODE (IF APPLICABLE)	Trade Code	DESCRIPTION OF WORK	ORIGINAL CONTRACT SUM	APPROVED CHANGE ORDERS	ADJUSTED CONTRACT VALUE (A+B)	TOTAL COMPLETED AND STORED TO DATE	CURRENT APPLICATION	STORED MATERIALS (not in D or E)	TOTAL COMPLETED AND STORED TO DATE	RETENTION TO DATE (tr cal P)	TOTAL PAYABLE TO DATE (G+H)	% COMP	LESS PREVIOUS Commitments For PAYMENT	NET PAYMENT DUE THIS APPLICATION (J-K)	BALANCE TO COMP. INCL. RETENTION (C-I)	RETENTION TO DATE	RETENTION Held / (Released) THIS PERIOD (P-Q)	RETENTION TO DATE
				A	B	C	G	E	F	G	H	I	J	K	L	M	P	Q	P
FC-006		xxxxxx	Pile Redesign	not applicable	(13,500.00)	(13,500.00)	(13,500.00)	0.00	0.00	(13,500.00)	(1,350.00)	(12,150.00)	100%	(12,150.00)	0.00	(1,350.00)	(1,350.00)	0	(1,350.00)
FC-009		xxxxxx	Nov 2010 MPT Work	not applicable	20,040.00	20,040.00	20,040.00	0.00	0.00	20,040.00	2,004.00	18,036.00	100%	18,036.00	0.00	2,004.00	2,004.00	0	2,004.00
FC-010		xxxxxx	Dec 2010 MPT Work	not applicable	27,511.00	27,511.00	27,511.00	0.00	0.00	27,511.00	2,751.10	24,759.90	100%	24,759.90	0.00	2,751.10	2,751.10	0	2,751.10
FC-011		xxxxxx	Walkway and pedestrian ramp	not applicable	12,805.00	12,805.00	12,805.00	0.00	0.00	12,805.00	1,280.50	11,524.50	100%	11,524.50	0.00	1,280.50	1,280.50	0	1,280.50
FC-012		xxxxxx	Flatbush Ave Delimiters	not applicable	4,278.00	4,278.00	4,278.00	0.00	0.00	4,278.00	427.80	3,850.20	100%	3,850.20	0.00	427.80	427.80	0	427.80
FC-013		xxxxxx	Reroute 4" NYCT sewer line	not applicable	29,370.00	29,370.00	29,370.00	0.00	0.00	29,370.00	2,937.00	26,433.00	100%	26,433.00	0.00	2,937.00	2,937.00	0	2,937.00
FC-014		xxxxxx	Flatbush Ave MPT and Sign instal	not applicable	20,587.00	20,587.00	20,587.00	0.00	0.00	20,587.00	2,058.70	18,528.30	100%	18,528.30	0.00	2,058.70	2,058.70	0	2,058.70
FC-015		xxxxxx	MPT, Sign Instal & pavement markings	not applicable	30,101.00	30,101.00	30,101.00	0.00	0.00	30,101.00	3,010.10	27,090.90	100%	27,090.90	0.00	3,010.10	3,010.10	0	3,010.10
TOTAL CHANGE ORDERS				0.00	608,826.00	608,826.00	616,885.00	80,088.00	0.00	596,644.00	20,992.60	675,651.40		563,599.20	72,062.30	34,274.90	12,864.80	8,006.80	20,992.60

CHANGE ORDERS - Fare Control Area

C-RE	FCRC COST CODE (IF APPLICABLE)	Trade Code (TBD)	DESCRIPTION OF WORK	ORIGINAL CONTRACT SUM	APPROVED CHANGE ORDERS	ADJUSTED CONTRACT VALUE (A+B)	TOTAL COMPLETED AND STORED TO DATE	CURRENT APPLICATION	STORED MATERIALS (not in D or E)	TOTAL COMPLETED AND STORED TO DATE	RETENTION TO DATE (tr cal P)	TOTAL PAYABLE TO DATE (G+H)	% COMP	LESS PREVIOUS PAYMENTS	NET PAYMENT DUE THIS APPLICATION (J-K)	BALANCE TO COMP. INCL. RETENTION (C-I)	RETENTION TO DATE	RETENTION Held / (Released) THIS PERIOD (P-Q)	RETENTION TO DATE
				A	B	C	G	E	F	G	H	I	J	K	L	M	P	Q	P
FC-001		xxxxxx		not applicable	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0	0	0
FC-002		xxxxxx		not applicable	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0	0	0
FC-003		xxxxxx		not applicable	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0	0	0
TOTAL CHANGE ORDERS				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00

CHANGE ORDERS - BMT Tunnel Restoration Work

C-RE	FCRC COST CODE (IF APPLICABLE)	Trade Code (TBD)	DESCRIPTION OF WORK	ORIGINAL CONTRACT SUM	APPROVED CHANGE ORDERS	ADJUSTED CONTRACT VALUE (A+B)	TOTAL COMPLETED AND STORED TO DATE	CURRENT APPLICATION	STORED MATERIALS (not in D or E)	TOTAL COMPLETED AND STORED TO DATE	RETENTION TO DATE (tr cal P)	TOTAL PAYABLE TO DATE (G+H)	% COMP	LESS PREVIOUS PAYMENTS	NET PAYMENT DUE THIS APPLICATION (J-K)	BALANCE TO COMP. INCL. RETENTION (C-I)	RETENTION TO DATE	RETENTION Held / (Released) THIS PERIOD (P-Q)	RETENTION TO DATE
				A	B	C	G	E	F	G	H	I	J	K	L	M	P	Q	P
FC-001		xxxxxx		not applicable	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0	0	0
FC-002		xxxxxx		not applicable	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0	0	0
FC-003		xxxxxx	Debris Removal from BMT Mezzanine	not applicable	107,745.00	107,745.00	107,745.00	0.00	0.00	107,745.00	10,774.50	96,970.50	100%	96,970.50	0.00	10,774.50	10,774.50	0	10,774.50
FC-006		xxxxxx	Debris Removal from BMT Mezzanine	not applicable	2,124.00	2,124.00	2,124.00	0.00	0.00	2,124.00	212.40	1,911.60	100%	1,911.60	0.00	212.40	212.40	0	212.40
TOTAL CHANGE ORDERS				0.00	109,869.00	109,869.00	109,869.00	0.00	0.00	109,869.00	10,986.90	98,882.10		98,882.10	0.00	10,986.90	10,986.90	0.00	10,986.90

CHANGE ORDERS - IRT Tunnel Restoration Work

C-RE	FCRC COST CODE (IF APPLICABLE)	Trade Code (TBD)	DESCRIPTION OF WORK	ORIGINAL CONTRACT SUM	APPROVED CHANGE ORDERS	ADJUSTED CONTRACT VALUE (A+B)	TOTAL COMPLETED AND STORED TO DATE	CURRENT APPLICATION	STORED MATERIALS (not in D or E)	TOTAL COMPLETED AND STORED TO DATE	RETENTION TO DATE (tr cal P)	TOTAL PAYABLE TO DATE (G+H)	% COMP	LESS PREVIOUS PAYMENTS	NET PAYMENT DUE THIS APPLICATION (J-K)	BALANCE TO COMP. INCL. RETENTION (C-I)	RETENTION TO DATE	RETENTION Held / (Released) THIS PERIOD (P-Q)	RETENTION TO DATE
				A	B	C	G	E	F	G	H	I	J	K	L	M	P	Q	P
FC-001		xxxxxx		not applicable	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0	0	0
FC-002		085000	IRT Column and Beam Inspection	not applicable	1,425,000.00	1,425,000.00	1,410,780.00	0.00	0.00	1,410,780.00	141,078.00	1,269,702.00	99%	1,269,702.00	0.00	141,078.00	141,078.00	0	141,078.00
FC-003		xxxxxx		not applicable	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0	0	0
TOTAL CHANGE ORDERS				0.00	1,425,000.00	1,425,000.00	1,410,780.00	0.00	0.00	1,410,780.00	141,078.00	1,269,702.00		1,269,702.00	0.00	141,078.00	141,078.00	0.00	141,078.00
TOTAL CHANGE ORDERS TO DATE				0.00	2,144,786.00	2,144,786.00	2,237,205.00	80,088.00	0.00	2,117,563.00	173,064.60	1,944,208.50		1,873,184.30	72,024.20	200,888.80	168,048.70	8,003.80	173,064.60
TOTAL CONTRACT plus CO's SUM TO DATE				60,681,000.00	2,144,786.00	62,825,786.00	23,868,610.00	2,819,727.00	117,180.00	26,295,687.00	2,891,296.55	23,708,390.55	60%	21,337,301.25	2,370,489.30	29,017,404.68	2,327,508.25	263,387.76	2,891,296.55

REQUISITION FOR PAYMENT

TO: The Bank of New York Mellon, a New York banking corporation, as Bond Trustee under the PILOT Indenture described below (the "Bond Trustee").

FROM: Merritt & Harris ("Construction Monitor").

RE: Master PILOT Indenture of Trust, between Brooklyn Arena Local Development Corporation (the "Agency") and the Bond Trustee, dated as of December 1, 2009 (the "PILOT Indenture"), with respect to the financing of a project (the "Project") as defined in the PILOT Indenture.

REQUISITION NO.: 14

AMOUNT OF DRAW REQUESTED: \$ 18,328,193.52

DATE: June 20, 2011.

This Requisition for Payment (this "Requisition") is submitted by the Construction Monitor to the Bond Trustee pursuant to the requirements of Section 4.02 and Section 5.02(c) of the PILOT Indenture in order to induce the Bond Trustee to approve the requested disbursement of funds (a "Bond Proceeds Draw") from the Senior PILOT Bonds Construction and Acquisition Account of the PILOT Bonds Project Fund established under the PILOT Indenture and pursuant to the requirements of Section 2.13 of the First Supplemental PILOT Indenture in order to induce the Bond Trustee to approve the requested disbursement of funds (a "Additional Rent Draw") from the Series 2009 Additional Rent Account of the PILOT Bonds Project Fund established under the First Supplemental PILOT Indenture. All capitalized terms used herein which are not otherwise specifically defined shall have the same meanings herein as in the PILOT Indenture and the First Supplemental PILOT Indenture.

(a) The Construction Monitor hereby requests that the Bond Trustee approve a Draw for \$ 18,328,193.52. \$ 18,328,193.52 of the Draw will be an Additional Rent Draw and \$ 0.00 of the Draw will be a Bond Proceeds Draw. Details of the requested Draw are set forth on Exhibit A attached hereto.

(b) The Draw of \$ 18,328,193.52 requested hereby, when added to all prior Draws in the aggregate amount of \$ 153,917,516.75, will result in aggregate Draws of \$ 172,245,710.27. The Additional Rent Draw of \$ 18,328,193.52 requested hereby, when added to all prior Additional Rent Draws in the aggregate amount of \$ 153,917,516.75, will result in aggregate Additional Rent Draws of \$ 172,245,710.27. The Bond Proceeds Draw of \$ 0.00 requested hereby, when added to all prior Bond Proceeds Draws in the aggregate amount of \$ 0.00, will result in aggregate Bond Proceeds Draws of \$ 0.00.

(c) The Construction Monitor hereby certifies that:

(i) Each of the Construction Agreements, or substitute construction agreements (including, but not limited to, the Guaranty to the Arena Lease Agreement (the "Guaranty")) to the extent the Guarantor is performing Guaranteed Work pursuant to the Guaranty), is in full force and effect on the date hereof and have not been modified or amended, except as permitted by the terms thereof. Except for notices, if any, relating to matters which have been cured or waived, or except as may be stated on Exhibit B attached hereto, the Construction Monitor has no knowledge of receipt by the Company nor has the Construction Monitor received any notice of default from a Contractor under the Construction Agreements or such substitute construction agreement.

(ii) Except as may be stated on Exhibit B attached hereto, construction of the Project has been performed to date substantially in accordance with the requirements of the Construction Agreements or substitute construction agreements (including, but not limited to, the Guaranty).

(iii) Except as may be stated on Exhibit C attached hereto, all permits required to construct the Project at this stage of construction have been issued and are in full force and effect, and the Construction Monitor has no notice or knowledge as of the date hereof of any actions pending to revoke any of such permits.

(iv) This Requisition is for costs that constitute Project Costs and that have not been the basis of any prior Requisition for Payment from the PILOT Bonds Project Fund, including without limitation the Series 2009 Additional Rent Account therein. This Requisition contains no items representing payment on account of any amounts not yet required or otherwise not permitted to be paid as of the date hereof.

(v) To the best of the Construction Monitor's knowledge, except as may be stated in Exhibit D attached hereto, (a) construction of the Project is proceeding on Schedule and (b) Substantial Completion of the Project will occur by the Scheduled Completion Date.

(vi) To the best of the Construction Monitor's knowledge, the Construction Monitor has no reason to believe that the funds needed to achieve Substantial Completion of the Project will exceed the amounts available under the PILOT Indenture.

(vii) To the best of the Construction Monitor's knowledge, the Construction Monitor has no reason to believe that the funds needed to achieve Substantial Completion of the Infrastructure Improvements will exceed the amounts available under the Trust Agreement.

(viii) The proceeds of all prior Draws have been expended solely for the purposes for which they were requisitioned.

(ix) No event or discovery has occurred which would give rise to the right of the Company to terminate the Lease Agreement in accordance with the provisions of

Section 16.2(a) thereof and no Hazardous Materials notice has been delivered in accordance with such Section.

(x) The items of cost set forth on Exhibit A attached hereto are correct and proper under Section 5.02(c) of this Master PILOT Indenture and each such item has been properly paid or incurred as an item of Project Cost.

(xi) Except as otherwise permitted in the Tax Certificate, no item of cost set forth on Exhibit A attached hereto was incurred or paid prior to NA.

(xii) The payees and amounts stated in Exhibit A attached hereto are true and correct and each item of cost so stated is due and owing.

(xiii) It has no knowledge of any vendor's lien, mechanic's lien or security interest which should be satisfied or discharged before the payment herein requested is made or which will not be discharged by such payment.

(xiv) Each item of cost set forth in Exhibit A attached hereto is consistent in all material respects with the Tax Certificate.

(xv) To the extent a payment herein requested is a reimbursement to the Company for costs or expenses of the Company incurred by reason of work performed or supervised by officers or employees of the Company, such officers or employees were specifically employed for such purpose and the amount to be paid does not exceed the actual cost thereof to the Company and such costs or expenses will be treated by the Company on its books as a capital expenditure in conformity with generally accepted accounting principles applied on a consistent basis.

(xx) Each item of cost for which payment is herein requested is chargeable to the capital account of the Project for Federal income tax purposes, or would be so chargeable either with an election by the Company or but for the election of the Company to deduct the amount of such item.

(xxi) (A) No Default or Event of Default has occurred and is continuing under the Bond Documents or the Lease Documents nor any condition, event or act which, with notice or lapse of time or both would constitute such a Default or Event of Default or (B) the Guarantor is performing Guaranteed Work pursuant to the Guaranty.

(xxii) Each condition precedent to the PILOT Bond Trustee's obligation to approve the requested Draw, including all applicable conditions in Section 5.02(c) of the PILOT Indenture and Section 2.13 of the First Supplemental, has been satisfied.

(xxiii) There have been no material Change Orders other than those permitted by the Construction Management Agreement.

(xxiv) Attached is a true and complete copy of the approved Project Budget. Moneys and/or Additional Rent Account Credit Facilities on deposit in the PILOT

Bonds Project Fund, including the Series 2009 Additional Rent Account therein, are sufficient to pay the amounts set forth in the approved Project Budget attached as **Exhibit E** hereto.

(xxv) This Requisition constitutes the representation and warranty that the information set forth in this. Requisition is true, accurate and complete in all material respects.

(xxvi) The Construction Monitor has been provided with and approved (a) a complete schedule of bills or invoices supporting such requisition (stamped "paid" if reimbursement is to be made to the Company) or other evidence reasonably satisfactory to the PILOT Bond Trustee including evidence that the bill, invoice or other evidence was not incurred or paid on a date prior to September 11, 2009 except as otherwise provided by the Tax Certificate, (b) a partial waiver of lien from any contractor which is being paid from any disbursement and (c) evidence that any vendor's lien, mechanic's lien or security interest, recorded in the lien book maintained by the Trustee, which will not be discharged by such payment, has been either (i) resolved (or will be resolved) in accordance with the Resolution Notice; (ii) bonded or otherwise discharged; or (iii) secured by an undertaking, the form of which has been certified by the Company as being in accordance with the applicable requirements of the Lease Agreement and satisfactory to LDC; provided that no such evidence shall be required if the Series 2009 PILOT Bonds Construction and Acquisition Subaccount in the Senior PILOT Bonds Construction and Acquisition Account of the PILOT Bonds Project Fund Series and the 2009 Additional Rent Account in the PILOT Bonds Project Fund contain in the aggregate at least 110% of the amount of all vendor's liens, mechanic's liens or security interests recorded in the lien book maintained by the Trustee that have not otherwise been bonded, secured or discharged.

This Requisition and the accompanying supporting documentation are submitted to the Bond Trustee for the purpose of inducing the PILOT Bond Trustee to approve the Draw, and the Construction Monitor intends that the PILOT Bond Trustee shall be entitled to rely upon each of the same as being true, accurate and complete in all material respects.

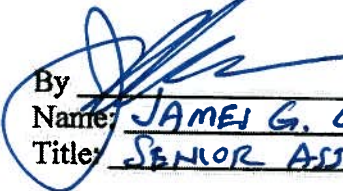
(d) If this Requisition is approved for payment and all other conditions precedent to the PILOT Bond Trustee's obligation to make the Draw are satisfied, please disburse the Draw on _____ 2011, as follows:

(i) **\$ 18,328,193.52** by wire transfer to:

Bank Name:	JPMorgan Chase Bank
ABA #	021000021
Account Name:	Brooklyn Events Center, LLC
Account Number:	837 489 632

IN WITNESS WHEREOF, the Construction Monitor has caused this Requisition to be
duly executed as of June 29, 2011.

MERRITT & HARRIS, INC.
As Construction Monitor

By 
Name: JAMEI G. COCKINOS, AIA
Title: SENIOR ASSOCIATE

ACKNOWLEDGED BY:

THE BANK OF NEW YORK MELLON

By _____
Name: _____
Title: _____

BROOKLYN EVENTS CENTER, LLC


By 
Name: Matthew Messinger
Title: Treasurer

Exhibit A to Requisition for Payment

Details of the requested Draw:

SEE ATTACHED

Exhibit B to Requisition for Payment

Description of notices from the Contractor: **None**

Description of variances:

Exhibit C to Requisition for Payment

Description of actions pending to revoke permits: **None**

Exhibit D to Requisition for Payment

Description of construction delays and/or cost overruns: **None**

Copy of Approved Budget **Exhibit E to Requisition for Payment***

SEE ATTACHED

SCHEDULE A TO REQUISITION NO. 14

Amount


Payee (with address)

Purpose

Receipt is hereby acknowledged of a payment in the amount of \$ 153,917,516.75 in connection with the submission of the attached Requisition.

BROOKLYN EVENTS CENTER LLC]

By


Name: Matthew Messinger

Title: Treasurer

Date: _____

OWNER CHANGE ORDER SUMMARY

		Total Previous Change Orders	Change Order Value	Cumulative Total	As Budgeted on OPA	
	Original Contract Value less CCE			\$ 475,755,507.00	\$ 475,755,507.00	
1	Budget Transfer (Low Voltage Scope from Division 17 to Division 16	0 \$	- \$	475,755,507.00	-	
2	Banker Steel OCIP Deduct \$	- \$	(895,700.00) \$	474,859,807.00	(895,700.00)	
3	Budget Transfer \$	(895,700.00) \$	- \$	474,859,807.00	-	
4	Laquila OCIP Deduct SCO #1 \$	(895,700.00) \$	(1,770,921.00) \$	473,088,886.00	(1,770,921.00)	
5	Almar OCIP Deduct \$	(2,666,621.00) \$	(220,000.00) \$	472,868,886.00	(220,000.00)	
6	Design - On Grade Bus Ramp \$	(2,886,621.00) \$	57,316.00 \$	472,926,202.00	57,316.00	
7	Design - Wind/Falling Ice \$	(2,829,305.00) \$	(29,500.00) \$	472,896,702.00	(29,500.00)	
8	Design - Sight line Study for Hockey \$	(2,858,805.00) \$	2,928.00 \$	472,899,630.00	2,928.00	
9	United Hoist - Upgrade Fence \$	(2,855,877.00) \$	249,994.00 \$	473,149,624.00	249,994.00	
10	United Hoist - Fence @ Lot 21 Demo \$	(2,605,883.00) \$	226,372.00 \$	473,375,996.00	226,372.00	1287-02
11	Reassign Structural Precast to Banker \$	(2,379,511.00) \$	- \$	473,375,996.00	-	
12	United Hoist Ph 2 Upgrade \$	(2,379,511.00) \$	554,780.00 \$	473,930,776.00	554,780.00	48K to Demo
13	Laquila - Waste Disposal SCO #2 \$	(1,824,731.00) \$	7,746,950.00 \$	481,677,726.00	7,746,950.00	1287-03
14	Otis OCIP Deduct \$	5,922,219.00 \$	(53,162.00) \$	481,624,564.00	(53,162.00)	
15	ASI OCIP Deduct \$	5,869,057.00 \$	(1,066,100.00) \$	480,558,464.00	(1,066,100.00)	
16	Separate CCE and GMP \$	4,802,957.00 \$	\$0.00 \$	480,558,464.00	-	
17	H Mak Inc OCIP \$	4,802,957.00 \$	(153,200.00) \$	480,405,264.00	(153,200.00)	
18	American Stair OCIP \$	4,649,757.00 \$	(20,916.00) \$	480,384,348.00	(20,916.00)	
19	GC's & Fee to Hunt for Fence Upgrade Addition OCO 12 \$	4,628,841.00 \$	51,918.00 \$	480,436,266.00	51,918.00	\$4,492 to Demo
20	Con Ed Network Room Relocate \$	4,680,759.00 \$	75,000.00 \$	480,511,266.00	75,000.00	
21	Reconciliation of prevoius OCO 1 thru 20 \$	4,755,759.00 \$	- \$	480,511,266.00	-	
22	Super Haz Material Trucking \$	4,755,759.00 \$	323,255.00 \$	480,834,521.00	323,255.00	1287-03
23	Budget Transfer Façade Allowance to ASI for Signage \$	5,079,014.00 \$	- \$	480,834,521.00	-	
24	For Early Payment to ASI \$	5,079,014.00 \$	(435,000.00) \$	480,399,521.00	(435,000.00)	
25	United Hoist Ph 2 OCIP \$	4,644,014.00 \$	(131,000.00) \$	480,268,521.00	(131,000.00)	(\$5,240) to Demo
26	OCIP Deduct EJ/Ermco \$	4,513,014.00 \$	(455,625.00) \$	479,812,896.00	(455,625.00)	
27	JE Thompson OCIP Deduct \$	4,057,389.00 \$	(5,000.00) \$	479,807,896.00	(5,000.00)	
28	Staging Concept OCIP Deduct \$	4,052,389.00 \$	(79,888.00) \$	479,728,008.00	(79,888.00)	
29	Site Security COW-GC transfer \$	3,972,501.00 \$	- \$	479,728,008.00	-	
30	Commodore OCIP Deduct \$	3,972,501.00 \$	(279,000.00) \$	479,449,008.00	(279,000.00)	
31	Deduct Food carts from H Mak scope \$	3,693,501.00 \$	(692,721.00) \$	478,756,287.00	(692,721.00)	
32	Design Elevator Hoistway \$	3,000,780.00 \$	29,243.00 \$	478,785,530.00	29,243.00	
33	Hunt Laquila Haz & Super Haz Disposal \$	3,030,023.00 \$	32,330.00 \$	478,817,860.00	32,330.00	1287-03
34	Design Con Ed Network Rev Rm Layout \$	3,062,353.00 \$	3,120.00 \$	478,820,980.00	3,120.00	
35	Partial September Reconciliation \$	3,065,473.00 \$	- \$	478,820,980.00	-	
36	Add Pass thru Window w/ Heat lamp \$	3,065,473.00 \$	61,795.00 \$	478,882,775.00	61,795.00	
	Relocate gate;renove plywood; replace chainlink fence per					
37	DOT / DOB \$	3,127,268.00 \$	20,099.00 \$	478,902,874.00	20,099.00	
38	Budget Transfer for Laquila SCO-8 \$	3,147,367.00 \$	- \$	478,902,874.00	-	
39	Budget Transfer Ceveta from excav to COW GC \$	3,147,367.00 \$	- \$	478,902,874.00	-	

OWNER CHANGE ORDER SUMMARY

		Total Previous Change Orders	Change Order Value	Cumulative Total	As Budgeted on OPA	
40	Budget Transfer from site req to United Fence	\$ 3,147,367.00	\$ -	\$ 478,902,874.00	\$ -	
41	Budget Transfer Temps site to MFM Contract	\$ 3,147,367.00	\$ -	\$ 478,902,874.00	\$ -	
42	Budget Transfer Temps site to MFM SCO-01	\$ 3,147,367.00	\$ -	\$ 478,902,874.00	\$ -	
43	Additional SOE for Con Ed Vault	\$ 3,147,367.00	\$ 21,005.00	\$ 478,923,879.00	\$ 21,005.00	
44	Add'l Engineering to Previous SOE Plans	\$ 3,168,372.00	\$ 23,077.00	\$ 478,946,956.00	\$ 23,077.00	
45	OT work in prep for Owner Visit	\$ 3,191,449.00	\$ 16,797.00	\$ 478,963,753.00	\$ 16,797.00	
46	Budget Tranfr Install of 1st Phase of Crane Pad	\$ 3,208,246.00	\$ -	\$ 478,963,753.00	\$ -	
47	Budget Tranfr EJ Ermco Generator enclosure	\$ 3,208,246.00	\$ -	\$ 478,963,753.00	\$ -	
48	Budget Transfer Laquila PPE Mobil Lot	\$ 3,208,246.00	\$ -	\$ 478,963,753.00	\$ -	
49	Budget Transfer Laquila Lay Down Area Banker	\$ 3,208,246.00	\$ -	\$ 478,963,753.00	\$ -	
50	Budget Transfer United Hoist Ph 2 Sidewalk Br	\$ 3,208,246.00	\$ -	\$ 478,963,753.00	\$ -	
51	FCRC Void Change Order	\$ 3,208,246.00	\$ -	\$ 478,963,753.00	\$ -	
52	Budget Transfer COW GC Mockups	\$ 3,208,246.00	\$ -	\$ 478,963,753.00	\$ -	
53	Temp Bowl Drainage	\$ 3,208,246.00	\$ -	\$ 478,963,753.00	\$ -	
54	ERPLA Deduct alternate	\$ 3,208,246.00	\$ -	\$ 478,963,753.00	\$ -	
55	EB Con Ed Vault Rev & Life Safety Evalu	\$ 3,208,246.00	\$ -	\$ 478,963,753.00	\$ -	
56	Relocate Con Barriers & Privacy fence	\$ 3,208,246.00	\$ 36,529.00	\$ 479,000,282.00	\$ 36,529.00	
57	Concourse Floor Mock-ups	\$ 3,244,775.00	\$ 55,677.00	\$ 479,055,959.00	\$ 55,677.00	
58	Laquilla Haz Material disposal 8/10/10	\$ 3,300,452.00	\$ 84,922.00	\$ 479,140,881.00	\$ 84,922.00	1287-03
59	Concourse Flooring Mock-ups	\$ 3,385,374.00	\$ 13,691.00	\$ 479,154,572.00	\$ 13,691.00	
60	Exterior Façade Canapy Structural Steel	\$ 3,399,065.00	\$ -	\$ 479,154,572.00	\$ -	
61	Structural Steel to support Halo & Lwr Band	\$ 3,399,065.00	\$ 1,369,480.00	\$ 480,524,052.00	\$ 1,369,480.00	
62	Credt for Deletion of sauna Tm Locker Rm	\$ 4,768,545.00	\$ (15,000.00)	\$ 480,509,052.00	\$ (15,000.00)	
63	Add'l Fixed & COW GC's	\$ 4,753,545.00	\$ 1,307,330.00	\$ 481,816,382.00	\$ 1,307,330.00	
64	Budget Trsfr Temp power for Field Operations	\$ 6,060,875.00	\$ -	\$ 481,816,382.00	\$ -	
65	Reclass Demo Part of United Hoist OCIP to Arena	\$ 6,060,875.00	\$ -	\$ 481,816,382.00	\$ -	
66	Repair of Pacific St Water Main	\$ 6,060,875.00	\$ 4,303.00	\$ 481,820,685.00	\$ 4,303.00	1287-03 MFM
67	Relocate & modify Concrete barrier & fence	\$ 6,065,178.00	\$ -	\$ 481,820,685.00	\$ -	
68	ASI multi COR's Drilling Holes for light Fixtures	\$ 6,065,178.00	\$ 94,699.00	\$ 481,915,384.00	\$ 94,699.00	
69	Add'l design Elimination of Bus Ramp	\$ 6,159,877.00	\$ (44,773.00)	\$ 481,870,611.00	\$ (44,773.00)	
70	Add'l Design veritical Circulation Studies	\$ 6,115,104.00	\$ 9,822.00	\$ 481,880,433.00	\$ 9,822.00	
71	OME Design Service Alt Sports lighting	\$ 6,124,926.00	\$ 6,034.00	\$ 481,886,467.00	\$ 6,034.00	
72	Design Services Relocate Gas Meter Rm	\$ 6,130,960.00	\$ 13,980.00	\$ 481,900,447.00	\$ 13,980.00	
73	Furnish & Install add'l WiFi Points	\$ 6,144,940.00	\$ 313,695.00	\$ 482,214,142.00	\$ 313,695.00	
74	Add'l PPE at Mobil Lot	\$ 6,458,635.00	\$ -	\$ 482,214,142.00	\$ -	
75	Grid Line 1 Footing replacement resolution	\$ 6,458,635.00	\$ -	\$ 482,214,142.00	\$ -	
76	Concrete Cap at Mobil Lot /VOC Reduction	\$ 6,458,635.00	\$ -	\$ 482,214,142.00	\$ -	
77	Master Craft OCIP Credit	\$ 6,458,635.00	\$ (450,000.00)	\$ 481,764,142.00	\$ (450,000.00)	
78	Deduct Alt to Remove Secrty from SC-16A	\$ 6,008,635.00	\$ -	\$ 481,764,142.00	\$ -	
79	Trfr COW GC's to Fixed GCOoffice bild Out	\$ 6,008,635.00	\$ -	\$ 481,764,142.00	\$ -	
80	Removal of Undergrd Oil Tank	\$ 6,008,635.00	\$ 6,108.00	\$ 481,770,250.00	\$ 6,108.00	1287-03
81	Deletion of Hydroworx 2000 Pool	\$ 6,014,743.00	\$ (262,299.00)	\$ 481,507,951.00	\$ (262,299.00)	
82	Ecav & Install SOE for ConEd Vault	\$ 5,752,444.00	\$ 324,733.00	\$ 481,832,684.00	\$ 324,733.00	
83	Trucking & Disposal of Contaminated matl	\$ 6,077,177.00	\$ 212,794.00	\$ 482,045,478.00	\$ 212,794.00	1287-03

OWNER CHANGE ORDER SUMMARY

		Total Previous Change Orders	Change Order Value	Cumulative Total	As Budgeted on OPA	
84	Found & Conc Wk for Netwrk & ConEd vaults	\$ 6,289,971.00	\$ 700,769.00	\$ 482,746,247.00	\$ 700,769.00	
85	Mobil Lot extraction wells	\$ 6,990,740.00	\$ 69,826.00	\$ 482,816,073.00	\$ 69,826.00	1287-03
86	CM of Admetco Weathing Steel Panels	\$ 7,060,566.00	\$ 257,891.00	\$ 483,073,964.00	\$ 257,891.00	
87	FCRC Void Change Order	\$ 7,318,457.00	\$ -	\$ 483,073,964.00	\$ -	
88	FCRC Void Change Order	\$ 7,318,457.00	\$ -	\$ 483,073,964.00	\$ -	
89	CCC Custom Carpentry OCIP Deduct	\$ 7,318,457.00	\$ (97,942.00)	\$ 482,976,022.00	\$ (97,942.00)	
90	VDC support Shop Construction Services	\$ 7,220,515.00	\$ -	\$ 482,976,022.00	\$ -	
91	Design Services Relocate Found wall Grid R to T	\$ 7,220,515.00	\$ 9,477.00	\$ 482,985,499.00	\$ 9,477.00	
92	Rebar Couplers at Perimeter Wall	\$ 7,229,992.00	\$ -	\$ 482,985,499.00	\$ -	
93	Componant Assembly Carpentry OCIP Deduct	\$ 7,229,992.00	\$ (144,545.00)	\$ 482,840,954.00	\$ (144,545.00)	
94	Global Gates OCIP Deduct	\$ 7,085,447.00	\$ (26,055.00)	\$ 482,814,899.00	\$ (26,055.00)	
95	Façade Mockup Laquila Pacific St	\$ 7,059,392.00	\$ 9,196.00	\$ 482,824,095.00	\$ 9,196.00	
96	Over Excavation and Addl Fill at Footings	\$ 7,068,588.00	\$ 42,877.00	\$ 482,866,972.00	\$ 42,877.00	
97	Modify SOE for Sewer at Flatbush Ave	\$ 7,111,465.00	\$ 11,569.00	\$ 482,878,541.00	\$ 11,569.00	
98	OME to Sweet Shop / Frozen Custer	\$ 7,123,034.00	\$ 41,463.00	\$ 482,920,004.00	\$ 41,463.00	
99	MEP associated with Food Service	\$ 7,164,497.00	\$ 14,256.00	\$ 482,934,260.00	\$ 14,256.00	
100	Deduct for Practice Court Flooring	\$ 7,178,753.00	\$ (366,224.00)	\$ 482,568,036.00	\$ (366,224.00)	
101	DownTime for Drilling Equip Budget Transfr	\$ 6,812,529.00	\$ -	\$ 482,568,036.00	\$ -	
102	Switch kitchen Steamers	\$ 6,812,529.00	\$ -	\$ 482,568,036.00	\$ -	
103	Addition and deletion of Food service Equipm't	\$ 6,812,529.00	\$ 220,389.00	\$ 482,788,425.00	\$ 220,389.00	
104	Furnish & Install Jones Soda Equip & Storage	\$ 7,032,918.00	\$ 11,633.00	\$ 482,800,058.00	\$ 11,633.00	
105	Cut & Cap Watermain on Pacific	\$ 7,044,551.00	\$ -	\$ 482,800,058.00	\$ -	
106	Excavate & Foundation Bulletin 4	\$ 7,044,551.00	\$ -	\$ 482,800,058.00	\$ -	
107	Removal of Unsutable Soil Crane Pad	\$ 7,044,551.00	\$ -	\$ 482,800,058.00	\$ -	1287-03
108	Modification to Stair Hand Rail	\$ 7,044,551.00	\$ 9,937.00	\$ 482,809,995.00	\$ 9,937.00	
109	Add'l design Exterior Façade Mockup	\$ 7,054,488.00	\$ 3,000.00	\$ 482,812,995.00	\$ 3,000.00	design
110	Arena Security to ADT	\$ 7,057,488.00	\$ 1,759,133.00	\$ 484,572,128.00	\$ 1,759,133.00	
111	Alternate Exterior Design review	\$ 8,816,621.00	\$ 1,142,691.00	\$ 485,714,819.00	\$ 1,142,691.00	design
112	Design Services Barclays Suite Mod	\$ 9,959,312.00	\$ 21,488.00	\$ 485,736,307.00	\$ 21,488.00	design
113	Design Services Beers of Brooklyn	\$ 9,980,800.00	\$ 62,758.00	\$ 485,799,065.00	\$ 62,758.00	design
114	Design Services LL Toilet Modification	\$ 10,043,558.00	\$ 27,426.00	\$ 485,826,491.00	\$ 27,426.00	design
115	Budget Trsfr Relocate Pedestrian Signal	\$ 10,070,984.00	\$ -	\$ 485,826,491.00	\$ -	
116	Add'l cost for Down time Laquilla Pile Rig	\$ 10,070,984.00	\$ 32,943.00	\$ 485,859,434.00	\$ 32,943.00	
117	Over Excavate & fill for footings that support roof	\$ 10,103,927.00	\$ 95,572.00	\$ 485,955,006.00	\$ 95,572.00	
118	B2 Struct Impacts & mod at Con ed Vault	\$ 10,199,499.00	\$ 104,123.00	\$ 486,059,129.00	\$ 104,123.00	
119	Transport & Disposal of Hazardous Spoil	\$ 10,303,622.00	\$ 123,507.00	\$ 486,182,636.00	\$ 123,507.00	1287-03
120	Bdgt Trsfr for delta on Netwk Compartment & ConEd Vault	\$ 10,427,129.00	\$ -	\$ 486,182,636.00	\$ -	
121	Trsfr from Signage to COW GC sign Mockup	\$ 10,427,129.00	\$ -	\$ 486,182,636.00	\$ -	
122	Transfer from signage to ASI for mock up	\$ 10,427,129.00	\$ -	\$ 486,182,636.00	\$ -	
123	Electric work for Mock Up at Pacific St	\$ 10,427,129.00	\$ 2,629.00	\$ 486,185,265.00	\$ 2,629.00	
124	Furnish & Instal Food Service Equip for Commissary	\$ 10,429,758.00	\$ -	\$ 486,185,265.00	\$ -	
125	Cost Differential to Fire protection Award to Grinnell	\$ 10,429,758.00	\$ 1,811,316.00	\$ 487,996,581.00	\$ 1,811,316.00	

OWNER CHANGE ORDER SUMMARY

Total Previous Change Orders	Change Order Value	Cumulative Total	As Budgeted on OPA
	\$ 12,241,074.00		
		FCRC Contract Value	\$ 487,996,581.00
		CCE	\$ 8,839,018.00
		Should match contract value on Comb OPA	\$ 496,835,599.00

SUBCONTRACT PERFORMANCE BOND

SF 502 BC

Bond No. 11-3917-PP

KNOW ALL MEN BY THESE PRESENTS:

That Globe Gates, Inc dba Global Overhead Doors Principal, hereinafter called Principal, and First Sealord Surety, Inc., a corporation organized and existing under the laws of the State of _____, as Surety, hereinafter called Surety, are held and firmly bound unto Hunt Construction Group, Inc as Oblige (hereinafter referred to as Oblige), in the amount of One Million Two Hundred Ninety Eight Thousand - Dollars (\$1,298,000.00) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated October 18, 2010 entered into a subcontract with Oblige for Overhead Coiling Doors-Subcontract #9499 in accordance with drawings and specifications prepared by Ellerbe Becket, Inc., which subcontract is by reference made a part hereof (hereinafter referred to as the "Subcontract"). The terms and conditions of the Subcontract are hereby incorporated by reference, including, but not limited to, the Principal's obligations with respect to delay damages, whether such damages are actual or liquidated.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly and faithfully perform said Subcontract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Oblige.

Whenever Principal shall be, and be declared by Oblige to be in default under the Subcontract, the Oblige having performed Oblige's obligations thereunder:

- (1) Surety may promptly remedy the default subject to the provisions of paragraph 3 herein, or;
- (2) Oblige after reasonable notice to Surety may, or Surety upon demand of Oblige, may arrange for the performance of Principal's obligation under the Subcontract subject to the provisions of paragraph 3 herein;
- (3) The balance of the Subcontract price, as defined below, shall be credited against the reasonable cost of completing performance of the Subcontract. If completed by the Oblige, and the reasonable cost exceeds the balance of the Subcontract price, the Surety shall pay to the Oblige such excess, but in no event shall the aggregate liability of the Surety exceed the amount of this bond. If the Surety arranges completion or remedies the default, that portion of the balance of the Subcontract price as may be required to complete the Subcontract or remedy the default and to reimburse the Surety for its outlays shall be paid to the Surety at the times and in the manner as said sums would have been payable to Principal had there been no default under the Subcontract. The term "balance of the Subcontract price", as used in this paragraph, shall mean the total amount payable by the Oblige to Principal under the Subcontract and any amendments thereto, less the amounts heretofore properly paid by the Oblige under the Subcontract.

Any suit under this bond must be instituted before the expiration of two (2) years from date on which final payment under the Subcontract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Oblige named herein or the heirs, executors, administrators or successors of the Oblige.

Signed and sealed this 17th day of May, 2011.

Globe Gates, Inc dba Global Overhead Doors

By _____

Principal

(SEAL)

First Sealord Surety, Inc.

By _____

Surety George D. Skinner
Attorney (SEAL)-Fact

SUBCONTRACT PERFORMANCE BOND

SF 502 BC

HOIFSU 0471269
Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

That LIF Industries, Inc., dba Long Island Fireproof Door as Principal, hereinafter called Principal, and International Fidelity Insurance Company, a corporation organized and existing under the laws of the State of N.J. as Surety, hereinafter called Surety, are held and firmly bound unto Hunt Construction Group, Inc as Oblige (hereinafter referred to as Oblige), in the amount of Six Hundred Ten Thousand & 00/100 Dollars (\$ 610,000.00), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated November 19, 2010, entered into a subcontract with Oblige for Yellow Metal Door, Frame + Hardware - Project 1287 Barclays Center Arena in accordance with drawings and specifications prepared by Ellerbe Becket, Inc., which subcontract is by reference made a part hereof (hereinafter referred to as the "Subcontract"). The terms and conditions of the Subcontract are hereby incorporated by reference, including, but not limited to, the Principal's obligations with respect to delay damages, whether such damages are actual or liquidated.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly and faithfully perform said Subcontract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Oblige.

Whenever Principal shall be, and be declared by Oblige to be in default under the Subcontract, the Oblige having performed Oblige's obligations thereunder:

- (1) Surety may promptly remedy the default subject to the provisions of paragraph 3 herein, or;
- (2) Oblige after reasonable notice to Surety may, or Surety upon demand of Oblige, may arrange for the performance of Principal's obligation under the Subcontract subject to the provisions of paragraph 3 herein;
- (3) The balance of the Subcontract price, as defined below, shall be credited against the reasonable cost of completing performance of the Subcontract. If completed by the Oblige, and the reasonable cost exceeds the balance of the Subcontract price, the Surety shall pay to the Oblige such excess, but in no event shall the aggregate liability of the Surety exceed the amount of this bond. If the Surety arranges completion or remedies the default, that portion of the balance of the Subcontract price as may be required to complete the Subcontract or remedy the default and to reimburse the Surety for its outlays shall be paid to the Surety at the times and in the manner as said sums would have been payable to Principal had there been no default under the Subcontract. The term "balance of the Subcontract price", as used in this paragraph, shall mean the total amount payable by the Oblige to Principal under the Subcontract and any amendments thereto, less the amounts heretofore properly paid by the Oblige under the Subcontract.

Any suit under this bond must be instituted before the expiration of two (2) years from date on which final payment under the Subcontract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Oblige named herein or the heirs, executors, administrators or successors of the Oblige.

Signed and sealed this 17th day of March, 2011.

LIF Industries, Inc. dba Long Island Fireproof Door

By Vincent Gallo

Principal

VINCENT GALLO (SEAL)
PRESIDENT

International Fidelity Insurance Company

By Spencer R. Uhl

Surety

(SEAL)

SUBCONTRACT PERFORMANCE BOND

SF 502 BC

Bond No. 58679516

KNOW ALL MEN BY THESE PRESENTS:

That MASTERCRAFT MASONRY I, INC. as Principal, hereinafter called Principal, and WESTERN SURETY COMPANY a corporation organized and existing under the laws of the State of S.D. as Surety, hereinafter called Surety, are held and firmly bound unto Hunt Construction Group, Inc as Oblige (hereinafter referred to as Oblige), in the amount of Ten Million Four Hundred Eighty-Five* Dollars (\$ 10,485,300.00x), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

*Thousand, Three hundred and No/100

WHEREAS, Principal has by written agreement dated NOVEMBER 9, 2010, entered into a subcontract with Oblige for MASONRY FROM EVENT LEVEL TO THE UPPER CONCOURSE FOR THE BARCLAYS CENTER in accordance with drawings and specifications prepared by Ellerbe Becket, Inc., which subcontract is by reference made a part hereof (hereinafter referred to as the "Subcontract"). The terms and conditions of the Subcontract are hereby incorporated by reference, including, but not limited to, the Principal's obligations with respect to delay damages, whether such damages are actual or liquidated.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly and faithfully perform said Subcontract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Oblige.

Whenever Principal shall be, and be declared by Oblige to be in default under the Subcontract, the Oblige having performed Oblige's obligations thereunder:

- (1) Surety may promptly remedy the default subject to the provisions of paragraph 3 herein, or;
- (2) Oblige after reasonable notice to Surety may, or Surety upon demand of Oblige, may arrange for the performance of Principal's obligation under the Subcontract subject to the provisions of paragraph 3 herein;
- (3) The balance of the Subcontract price, as defined below, shall be credited against the reasonable cost of completing performance of the Subcontract. If completed by the Oblige, and the reasonable cost exceeds the balance of the Subcontract price, the Surety shall pay to the Oblige such excess, but in no event shall the aggregate liability of the Surety exceed the amount of this bond. If the Surety arranges completion or remedies the default, that portion of the balance of the Subcontract price as may be required to complete the Subcontract or remedy the default and to reimburse the Surety for its outlays shall be paid to the Surety at the times and in the manner as said sums would have been payable to Principal had there been no default under the Subcontract. The term "balance of the Subcontract price", as used in this paragraph, shall mean the total amount payable by the Oblige to Principal under the Subcontract and any amendments thereto, less the amounts heretofore properly paid by the Oblige under the Subcontract.

Any suit under this bond must be instituted before the expiration of two (2) years from date on which final payment under the Subcontract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Oblige named herein or the heirs, executors, administrators or successors of the Oblige.

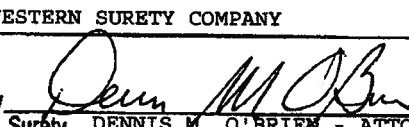
Signed and sealed this 28TH day of MARCH, 2011.

MASTERCRAFT MASONRY I, INC.

By 
Principal

(SEAL)

WESTERN SURETY COMPANY

By 
Surety DENNIS M. O'BRIEN - ATTORNEY-IN-FACT
(SEAL)

SUBCONTRACT PERFORMANCE BOND

SF 502 BC

Bond No. 58677586

KNOW ALL MEN BY THESE PRESENTS:

That Comodore Construction Corp., 230 So. Fifth Ave., Mt. Vernon, NY as Principal, hereinafter called Principal, and Western Surety Company as Surety, hereinafter called Surety, are held and firmly bound unto Hunt Construction Group, Inc as Oblige (hereinafter referred to as Oblige), in the amount of Three Million Two Hundred Forty Five Thousand Dollars (\$ 3,245,000.00), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. *NY 10550

WHEREAS, Principal has by written agreement dated 11/30/10, entered into a subcontract with Oblige for Gypsum Board Assemblies Pkg. #3, Lower & Upper Suite Levels @ Barclays in accordance with drawings and specifications prepared by Ellerbe Becket, Inc., which subcontract is by reference made a part hereof (hereinafter referred to as the "Subcontract"). The terms and conditions of the Subcontract are hereby incorporated by reference, including, but not limited to, the Principal's obligations with respect to delay damages, whether such damages are actual or liquidated.

**Center Arena at Atlantic Yards, Brooklyn, NY
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly and faithfully perform said Subcontract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Oblige.

Whenever Principal shall be, and be declared by Oblige to be in default under the Subcontract, the Oblige having performed Oblige's obligations thereunder:

- (1) Surety may promptly remedy the default subject to the provisions of paragraph 3 herein, or;
- (2) Oblige after reasonable notice to Surety may, or Surety upon demand of Oblige, may arrange for the performance of Principal's obligation under the Subcontract subject to the provisions of paragraph 3 herein;
- (3) The balance of the Subcontract price, as defined below, shall be credited against the reasonable cost of completing performance of the Subcontract. If completed by the Oblige, and the reasonable cost exceeds the balance of the Subcontract price, the Surety shall pay to the Oblige such excess, but in no event shall the aggregate liability of the Surety exceed the amount of this bond. If the Surety arranges completion or remedies the default, that portion of the balance of the Subcontract price as may be required to complete the Subcontract or remedy the default and to reimburse the Surety for its outlays shall be paid to the Surety at the times and in the manner as said sums would have been payable to Principal had there been no default under the Subcontract. The term "balance of the Subcontract price", as used in this paragraph, shall mean the total amount payable by the Oblige to Principal under the Subcontract and any amendments thereto, less the amounts heretofore properly paid by the Oblige under the Subcontract.

Any suit under this bond must be instituted before the expiration of two (2) years from date on which final payment under the Subcontract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Oblige named herein or the heirs, executors, administrators or successors of the Oblige.

Signed and sealed this 20th day of April, 20 11.

Comodore Construction Corp.
By [Signature]
Principal
(SEAL)

Western Surety Company
By [Signature]
Surety Fern Perry, Attorney-In-Fact
(SEAL)

SUBCONTRACT PERFORMANCE BOND

SF 502 BC

Bond No. **82285308**

KNOW ALL MEN BY THESE PRESENTS:

That **Grinnell LLC D/B/A SimplexGrinnell** as Principal, hereinafter called Principal, and **Federal Insurance Company** as Surety, hereinafter called Surety, are held and firmly bound unto Hunt Construction Group, Inc as Oblige (hereinafter referred to as Oblige), in the amount of **Six Million Six Hundred Six Thousand Three Hundred** Dollars (\$**6,606,314.00**), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated **June 24, 2010**, entered into a subcontract with Oblige for **Fire Protection System - Barclays Center Arena at Atlantic Yards** in accordance with drawings and specifications prepared by Ellerbe Becket, Inc., which subcontract is by reference made a part hereof (hereinafter referred to as the "Subcontract"). The terms and conditions of the Subcontract are hereby incorporated by reference, including, but not limited to, the Principal's obligations with respect to delay damages, whether such damages are actual or liquidated.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly and faithfully perform said Subcontract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Oblige.

Whenever Principal shall be, and be declared by Oblige to be in default under the Subcontract, the Oblige having performed Oblige's obligations thereunder:

- (1) Surety may promptly remedy the default subject to the provisions of paragraph 3 herein, or;
- (2) Oblige after reasonable notice to Surety may, or Surety upon demand of Oblige, may arrange for the performance of Principal's obligation under the Subcontract subject to the provisions of paragraph 3 herein;
- (3) The balance of the Subcontract price, as defined below, shall be credited against the reasonable cost of completing performance of the Subcontract. If completed by the Oblige, and the reasonable cost exceeds the balance of the Subcontract price, the Surety shall pay to the Oblige such excess, but in no event shall the aggregate liability of the Surety exceed the amount of this bond. If the Surety arranges completion or remedies the default, that portion of the balance of the Subcontract price as may be required to complete the Subcontract or remedy the default and to reimburse the Surety for its outlays shall be paid to the Surety at the times and in the manner as said sums would have been payable to Principal had there been no default under the Subcontract. The term "balance of the Subcontract price", as used in this paragraph, shall mean the total amount payable by the Oblige to Principal under the Subcontract and any amendments thereto, less the amounts heretofore properly paid by the Oblige under the Subcontract.

Any suit under this bond must be instituted before the expiration of two (2) years from date on which final payment under the Subcontract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Oblige named herein or the heirs, executors, administrators or successors of the Oblige.

Signed and sealed this **19** day of **April**, 20**11**.

Grinnell LLC D/B/A SimplexGrinnell

Federal Insurance Company

By

Principal

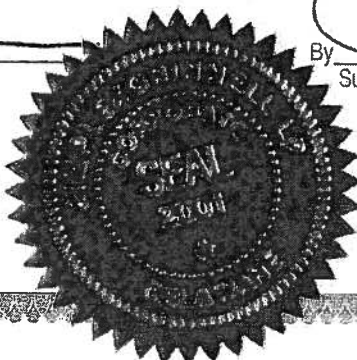
(SEAL)

By

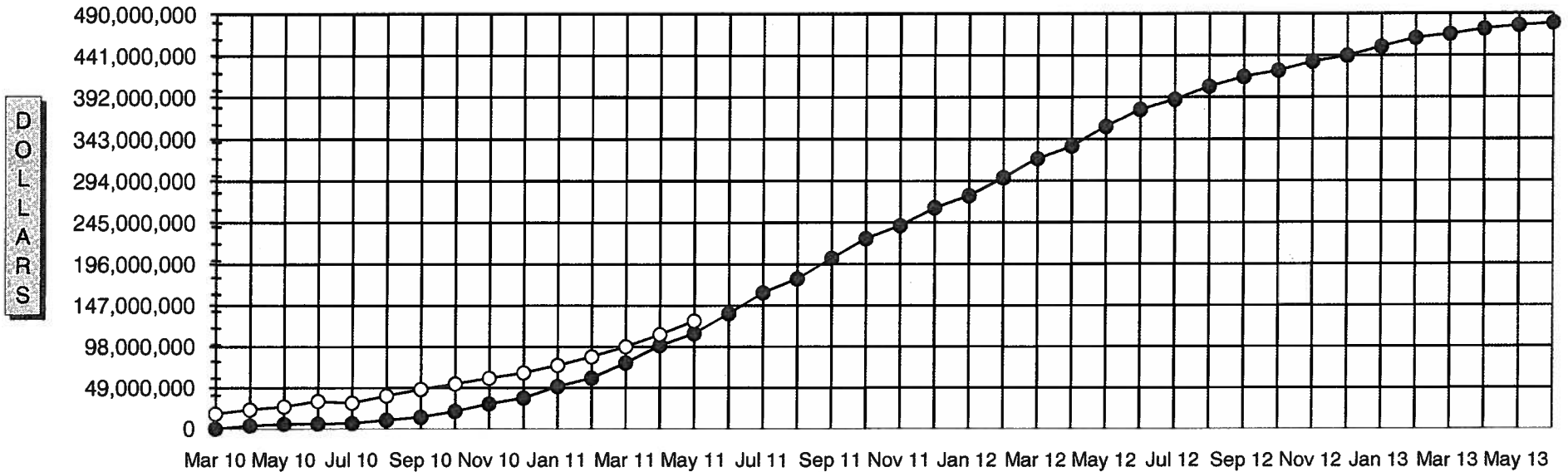
Surety **Stacy Rivera, Attorney-In-Fact**

(SEAL)

* **Hundred Fourteen and 00/100**



*** NETS ARENA ***
BARCLAYS CENTER
BROOKLYN, NEW YORK
PROGRESS: PROJECTED VS. ACTUAL



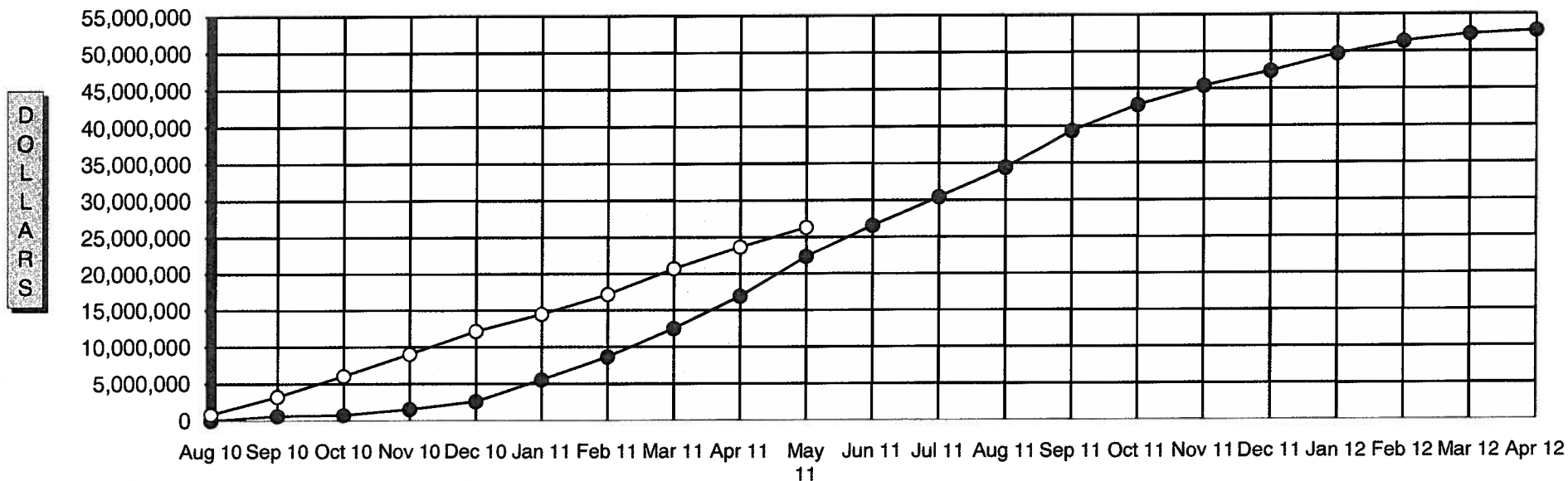
PROJECT NO. 23-041A
 START DATE 3/1/2010
 COMPLETION 6/14/2013
 HARD COST 479,061,747
 1ST S.O. DATE 5/15/2010
 PROJECT DAYS 1201
 PROJECT MOS. 39
 PROJECT MGR. James G. Cockinos

TIME
 Prepared by Merritt & Harris, Inc. Information Management Center

—●— PROJECTED —○— ACTUAL

	start month	MONTHS: FROM 1ST SITE OBSERVATION												3-11	4-11	5-11	6-11	7-11	8-11	9-11	10-11	11-11	12-11
ESTIMATED	3-10	3-10	4-10	5-10	6-10	7-10	8-10	9-10	10-10	11-10	12-10	1-11	2-11	3-11	4-11	5-11	6-11	7-11	8-11	9-11	10-11	11-11	12-11
\$,000'S PER MONTH		0	3785	1773	383	575	3832	3449	6994	8911	7282	13462	9869	18156	20600	14516	23714	24720	16767	24145	23234	15186	20887
\$,000'S CUMULATIVE		0	3785	5557	5940	6515	10348	13797	20791	29702	36984	50445	60314	78470	99070	113586	137299	162019	178786	202931	226165	241351	262238
% COMPLETE PER MONTH		0.00	0.79	0.37	0.08	0.12	0.80	0.72	1.46	1.86	1.52	2.81	2.06	3.79	4.30	3.03	4.95	5.16	3.50	5.04	4.85	3.17	4.36
% COMPLETE CUM.		0.00	0.79	1.16	1.24	1.36	2.16	2.88	4.34	6.20	7.72	10.53	12.59	16.38	20.68	23.71	28.66	33.82	37.32	42.36	47.21	50.38	54.74
ACTUAL																							
\$,000'S PER MONTH		17587	5126	3767	6537	-2145	8552	7534	6692	6693	6318	8937	10268	11964	14402	16048	0	0	0	0	0	0	0
\$,000'S CUMULATIVE		17587	22714	26481	33017	30873	39425	46959	53651	60344	66662	75599	85868	97832	112234	128282	0	0	0	0	0	0	0
% COMPLETE PER MONTH		3.67	1.07	0.79	1.36	-0.45	1.79	1.57	1.40	1.40	1.32	1.87	2.14	2.50	3.01	3.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00
% COMPLETE CUM.		3.67	4.74	5.53	6.89	6.44	8.23	9.80	11.20	12.60	13.92	15.78	17.92	20.42	23.43	26.78	0.00	0.00	0.00	0.00	0.00	0.00	0.00
% DIFFERENCE		3.67	3.95	4.37	5.65	5.08	6.07	6.92	6.86	6.40	6.20	5.25	5.33	4.04	2.75	3.07	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		1-12	2-12	3-12	4-12	5-12	6-12	7-12	8-12	9-12	10-12	11-12	12-12	1-13	2-13	3-13	4-13	5-13	6-13				
		14084	21366	22228	14995	22708	19737	11737	15378	11497	7330	10444	7138	10491	10012	4839	6132	4024	2683				
		276323	297689	319917	334912	357620	377357	389094	404472	415969	423299	433743	440881	451372	461384	466223	472355	476379	479062				
		2.94	4.46	4.64	3.13	4.74	4.12	2.45	3.21	2.40	1.53	2.18	1.49	2.19	2.09	1.01	1.28	0.84	0.56				
		57.68	62.14	66.78	69.91	74.65	78.77	81.22	84.43	86.83	88.36	90.54	92.03	94.22	96.31	97.32	98.60	99.44	100.00				
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				

*** NETS ARENA ***
TRANSIT CONNECTION
BROOKLYN, NEW YORK
PROGRESS: PROJECTED VS. ACTUAL



PROJECT NO. 23-041A-TC
 START DATE 8/2/2010
 COMPLETION 3/28/2012
 HARD COST 52,725,795
 1ST S.O. DATE 8/31/2010
 PROJECT DAYS 604
 PROJECT MOS. 20
 PROJECT MGR. James G. Cockinos

TIME
 Prepared by Merritt & Harris, Inc. Information Management Center

—●— PROJECTED —○— ACTUAL

	start month	MONTHS: FROM 1ST SITE OBSERVATION																				
ESTIMATED	8-10	8-10	9-10	10-10	11-10	12-10	1-11	2-11	3-11	4-11	5-11	6-11	7-11	8-11	9-11	10-11	11-11	12-11	1-12	2-12	3-12	4-12
\$,000'S PER MONTH		0	612	105	801	1060	2974	3084	3865	4403	5431	4229	3849	3981	4967	3464	2536	1993	2325	1634	970	443
\$,000'S CUMULATIVE		0	612	717	1519	2578	5552	8636	12501	16904	22335	26563	30412	34393	39360	42824	45360	47353	49678	51313	52283	52726
% COMPLETE PER MONTH		0.00	1.16	0.20	1.52	2.01	5.64	5.85	7.33	8.35	10.30	8.02	7.30	7.55	9.42	6.57	4.81	3.78	4.41	3.10	1.84	0.84
% COMPLETE CUM.		0.00	1.16	1.36	2.88	4.89	10.53	16.38	23.71	32.06	42.36	50.38	57.68	65.23	74.65	81.22	86.03	89.81	94.22	97.32	99.16	100.00
ACTUAL																						
\$,000'S PER MONTH		849	2374	2821	3002	3083	2350	2665	3538	2984	2634	0	0	0	0	0	0	0	0	0	0	0
\$,000'S CUMULATIVE		849	3223	6044	9045	12128	14478	17144	20682	23666	26300	0	0	0	0	0	0	0	0	0	0	0
% COMPLETE PER MONTH		1.61	4.50	5.35	5.69	5.85	4.46	5.06	6.71	5.66	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
% COMPLETE CUM.		1.61	6.11	11.46	17.16	23.00	27.46	32.51	39.23	44.88	49.88	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
% DIFFERENCE		1.61	4.95	10.10	14.28	18.11	16.93	16.13	15.52	12.82	7.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00



1. Arena steel off Atlantic Avenue



2. Arena site from the interior bowl



3. Foundation walls at east section of Arena



4. Concrete enclosure at Con Edison transformer vault



5. Waterproofing at exterior side of foundation wall



6. Footing and steel for temporary column support of truss



7. Masonry walls at stairs



8. Precast stadia