



pennsylvania
DEPARTMENT OF GENERAL SERVICES

Via email

February 12, 2020

Michael Whelan
President – Building Group
The Walsh Group
d/b/a Walsh/Heery JV
mwhelan@walshgroup.com

RE: FINAL DETERMINATION

Project No. DGS 577-36 DBC.1 Third Revised Rebid
State Correctional Institution – SCI Phoenix
Skipack Township, Montgomery County, Pennsylvania

Dear Mr. Whelan:

As more fully explained below, this letter constitutes the Final Determination by the Department of General Services (“DGS”) of Walsh/Heery Joint Venture’s (“Walsh/Heery”) Claim dated February 8, 2019, pursuant to the requirements of the Commonwealth Procurement Code, 62 Pa. C.S. §1712.1(d). This Final Determination fully and finally adjudicates all claims between DGS and Walsh/Heery concerning the DBC Contract and Project, as described herein.

As a general summary of the Claim and surrounding circumstances, I have determined that:

- DGS entered into a Design Build Contract (“DBC Contract”) for Contract #DGS 577-36 DBC.1 3rd Revised Rebid with Walsh/Heery for design and construction services related to the new State Correctional Institution Phoenix (“SCIP”), Montgomery County, Pennsylvania, (“the Project”).
- The DBC Contract for the Project was executed on February 6, 2012 with a scheduled duration of 1,217 calendar days, a start date of February 24, 2012, establishing an original scheduled completion date of June 25, 2015. The DBC Contract established liquidated damages of \$35,000/day.
- On or about February 19, 2014, DGS granted a 130-day Extension of Time which created an amended completion date of November 2, 2015.
- On or about June 8, 2015, DGS granted a second Extension of Time for 18 days, which created an amended completion date of November 20, 2015.
- The Project was substantially complete on July 12, 2018.

- DGS withheld contract retainage and contract funds for a potential assessment of liquidated damages.
- Walsh/Heery has claimed the Commonwealth has caused delays and inefficiencies during the Project and filed a Claim through the Field Dispute Resolution process set forth in the DBC Contract.
- The Commonwealth has claimed Walsh/Heery has caused delays and inefficiencies during the Project and withheld payment in accordance with the DBC Contract terms and conditions from the DBC Contract Balance.

By letter dated June 3, 2019, signed by both DGS and Walsh/Heery, and in accordance with Section 1712.1(d) of the Commonwealth Procurement Code, the Parties indefinitely extended the Department's June 8, 2019 deadline for issuing the Final Determination of Walsh/Heery's February 8, 2019 Claim to allow for further discussions. Similarly, the Parties have extended the deadline for acceptance of the Department's offer of settlement made by letter dated August 22, 2019. Pursuant to such mutual discussions between DGS and Walsh/Heery, the Parties, for themselves and for their successors and assigns, without admitting any liability with respect to claims or defenses asserted relating to the DBC Contract and the Project, including, without limitation, all claims or defenses asserted, or which could have been or were asserted in a Field Dispute Review Meeting or which could be asserted in the Pennsylvania Board of Claims or a court of competent jurisdiction, and solely in order to resolve Project disputes and to avoid the burden, expense and uncertainty of litigation, have agreed to resolve any and all disputes arising from and concerning the DBC Contract and the Project. The Parties further agree that this Final Determination reflects their mutual discussions, agreement and understanding, and fully and finally adjudicates all claims between DGS and Walsh/Heery concerning the DBC Contract and Project, on the following mutually agreed upon terms:

1. The Parties agree that the Project was substantially complete on July 12, 2018, the date the Project began to be occupied with inmates from SCI Graterford.
2. The Parties agree that all special and manufacturer warranties set forth in the DBC Contract were provided as required under the DBC Contract and, should issues under these warranties arise, DGS agrees to seek remedy from the manufacturer providing such warranty. The Parties agree Walsh/Heery has no warranty obligations remaining under the DBC Contract.
3. All punchlist and BIM items are complete.
4. The fire alarm, ductwork cleaning, precast cells tinting, asphalt seams, high mast light fixtures and kitchen equipment are accepted and complete.
5. The Project As-Builts and O&M manuals are accepted.

6. DGS will approve in Invoice #60 the following negotiated costs arising out of disputed change orders:

a. PCI Reconciliation	\$50,000.00
b. Sewage Pumping	\$80,000.00
c. Live Smoke Test	\$30,000.00
d. Sallyport Work	\$ 3,000.00
e. Fire Alarm	\$35,000.00
f. Storm Inlet Locks	<u>\$35,000.00</u>

Total for these costs: \$233,000.00

7. A single Post-Final Invoice (#61) will be signed by Walsh/Heery and processed by DGS encompassing DGS' 40% *pro rata* share of the fire alarm/duct work cleaning currently underway at SCIP, which will be submitted by Walsh/Heery and paid by DGS in Invoice #61, which will encompass only the ductwork.

8. The Parties agree as follows regarding payments on the DBC Contract (excluding the ductwork described in Paragraph 7):

a. Contract Award Amount	\$315,797,000.00
b. Change Orders 1 thru 140	\$ 33,366,552.63
c. Settlement #1 (3/4/2014)	<u>\$ 3,300,000.00</u>
d. Amended Contract Amount	\$352,463,552.63
e. Prior Total Payments to W/H	<u>\$332,941,353.26</u>
f. Contract Balance incl./Retainage	\$ 19,522,199.37
g. Walsh/Heery Payment on Inv. 60 (includes Paragraph 6 Change Orders)	<u>\$ 15,233,000.00</u>
h. DGS Permanently Retains	\$ 4,289,199.37

9. Excluding the fire alarm/duct work cleaning costs described in Paragraph 7, upon receiving Invoice #60 signed by Walsh/Heery, DGS agrees to sign and process payment on Invoice 60 and Walsh/Heery agrees to accept the sum totaling \$15,233,000.00 (the "Final Contract Payment" which includes the change orders itemized in Paragraph 6) from the DBC Contract Balance in full and final settlement for any and all claims that Walsh/Heery had, now has, or will have arising from the DBC Contract and Project.

10. DGS will sign Invoice #60 within 15 calendar days of receipt from Walsh/Heery and use its best efforts to cause the Final Contract Payment to be made by the issuing Commonwealth agency to Walsh/Heery within 30 days thereafter.


11. Walsh/Heery agrees that DGS shall, upon both Parties signing Invoice #60, issue an Extension of Time for 842 calendar days, entitling DGS to retain approximately 122 days of liquidated damages totaling \$4,289,199.37 from the remaining DBC Contract Balance as Liquidated Damages for failure to complete the Project by the amended Contract Completion Date.

12. Walsh/Heery, The Walsh Group and CBRE Heery, Inc. (f/k/a Heery International, Inc.) voluntarily agree not to submit bids or proposals as prime contractors or participate in any bidding or proposing as subcontractors for any DGS construction contracts with a bid or proposal due date arising before January 30, 2023.
13. DGS agrees that Walsh/Heery completed the SCIP Project and all issues have been amicably resolved between the Parties. Upon receipt of any request from any third party, including but not limited to current or prospective project owners, seeking input on Walsh/Heery's performance, DGS will respond in a manner consistent with this paragraph. The Parties further agree not to disparage the other regarding the Project or otherwise.
14. Walsh/Heery, for itself and for all of its affiliates, principals, subcontractors, consultants, suppliers, laborers, materialmen, sureties and all other persons and/or entities, if any, claiming under or through Walsh/Heery with respect to the DBC Contract and/or Project, does hereby release, remise, exonerate, and forever discharge DGS from any and all manner of claims, demands, suits and causes of action which it now has or may have against DGS for those matters based upon or relating to the DBC Contract and/or Project, including without limitation all claims or causes of action asserted or which could have been asserted in a Field Dispute Review Meeting or in the Pennsylvania Board of Claims or a court of competent jurisdiction.
15. Any and all costs associated with the Extension of Time issued under Paragraph 11 incurred by Walsh/Heery, for itself and for all of its affiliates, principals, subcontractors, consultants, suppliers, laborers, materialmen, sureties and all other persons and/or entities, if any, are rejected as included in the Final Contract Payment.
16. Any and all costs associated with any disruptions, delays, inefficiencies, extended general conditions, or additional supervision incurred by Walsh/Heery, for itself and for all of its affiliates, principals, subcontractors, consultants, suppliers, laborers, materialmen, sureties and all other persons and/or entities, if any, arising from the DBC Contract or the Project are rejected as included in the Final Contract Payment.
17. DGS, for itself and for all other agencies of the Commonwealth and any persons and/or entities, if any, claiming under or through DGS with respect to the DBC Contract and/or Project, does hereby release, remise, exonerate, and forever discharge Walsh/Heery, its affiliates, principals, subcontractors, consultants, suppliers, laborers, materialmen, sureties and insurers, from any and all manner of claims, demands, suits and causes of action which it now has or may have against Walsh/Heery for those matters based upon or relating to the DBC Contract and/or Project, including without limitation all claims or causes of action asserted or which could have been asserted in a Field Dispute Review Meeting or in the Pennsylvania Board of Claims or a court of competent jurisdiction.
18. Walsh/Heery shall defend, indemnify and hold DGS harmless from and against all claims which have or could have arisen based upon or related to the DBC Contract and/or Project, and/or any work performed or labor, materials, equipment or services furnished on or in relation to the Project, made or asserted against DGS by subcontractors (of any tier), consultants, suppliers, laborers, or materialmen of Walsh/Heery on, for, or with respect to

the Project and/or by the successors and assigns of Walsh/Heery, such subcontractors, suppliers, laborers, materialmen and/or consultants, as well as all such claims made or asserted by any person or entity claiming through or under Walsh/Heery with respect to the DBC Contract and/or Project, and/or by the successors and assigns of any such person or entity.

19. It is specifically and expressly the intent of the Walsh/Heery and DGS that, except as expressly provided herein to the contrary, this Final Determination fully, finally and exhaustively deals with the matters addressed on the Project. All rights or claims, if any, to receive compensation, damages, or an extension of time from DGS because of any of the matters comprising the matters addressed in this Final Determination that Walsh/Heery may, or might ever, have possessed, prior to, at the time of, or after the issuance of this Final Determination, are merged into Walsh/Heery's rights hereunder and hereby extinguished. Likewise, all duties, liabilities, or obligations, if any, to pay compensation or damages to Walsh/Heery or to grant Walsh/Heery an extension of time because of any of the matters comprising the matters addressed in this Final Determination to which DGS may, or might ever, have been subject, prior to, at the time of, or after the issuance of this Final Determination, are merged into DGS's obligations hereunder and hereby extinguished.
20. The following rules shall apply to interpretation of this Final Determination:
 - a. This Final Determination reflects the Parties' mutual discussions, agreement and understanding, and therefore shall be interpreted as though drafted by both Parties and shall not be construed against any Party on the basis that any of the Parties hereto are responsible for the drafting of any section alleged to be ambiguous or uncertain in the event of any ambiguities or uncertainties; and
 - b. This Final Determination shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania, without reference to its conflict of laws principles; and
 - c. This Final Determination reflects the entire agreement of the Parties with respect to the subject matter hereof, and all prior or contemporaneous agreements with respect thereto are merged into this Final Determination; and
 - d. This Final Determination shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

Sincerely,



Elizabeth O'Reilly
Deputy Secretary for Public Works

cc: Hon. Curt Topper

GSC-17 (REV 07/02)
Commonwealth of Pennsylvania
Department of General Services

Section A	SAP Invoice No. for PO 4500652257	\$ 15,233,000.00	
Section B	SAP Invoice No. for PO Multiple	\$ 0.00	

CONSTRUCTION CONTRACTOR'S SERVICE REPORT

Contractor's Name & Address Walsh Heery Joint Venture 4 Penn Center W Ste 102 Pittsburgh, PA 15276		Project Title, Description & Location New Correctional Facility SCI Phoenix-State Correctional Institution Montgomery County, PA		Region: <u>ER</u>	
PA Vendor Number: <u>369106-901</u>		Contract Number: <u>C-0577-0036-000-000-K-1</u>			
Federal ID Number: _____		Submission Number: <u>60</u>			
Contract Execution Date: <u>12/19/11</u>		From: <u>01/01/19</u>		To: <u>12/01/19</u>	
Total Contract Award <u>315,797,000.00</u>		Check One: <input checked="" type="checkbox"/> FINAL		<input type="checkbox"/> POST FINAL	
Total Approved Change Orders <u>36,666,552.63</u>		FINAL INSPECTION DATE <u>07/12/18</u>			
Amended Contract Amount <u>352,463,552.63</u>					

Section A PO 4500652257

(1) Labor and Material Completed this Period	\$	<u>15,233,000.00</u>
(2) Stored Materials Approved this Period	\$	<u>0.00</u>
(3) Labor & Overhead for Stored Materials this Period	\$	<u>0.00</u>
(4) Total of Original Contract Work Completed this Period	\$	<u>15,233,000.00</u>

Section B PO Multiple

(5) Change Order Work Completed this Period	\$	<u>0.00</u>
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Section C

(6) Total Work Completed This Period (Line 4 + Line 5)	\$	<u>15,233,000.00</u>
(7) LESS: Additional Credit Required (Line 11)	\$	<u>0.00</u>
(8) TOTAL VALUE COMPLETED & APPROVED THIS PERIOD	\$	<u>15,233,000.00</u>

(9) Total Retainage Required- 3% of C.A. or <input checked="" type="checkbox"/> Other or <input type="checkbox"/> PUNCHLIST	\$	<u>4,289,199.37</u>
(10) Total Retainage Balance Held	\$	<u>4,289,199.37</u>
(11) Additional Credit Required (Line 9 - Line 10)	\$	<u>0.00</u>

(12) Total of Original Contract Work Previously Completed	\$	<u>300,797,000.00</u>
(13) Total of Original Contract Work Completed this Period	\$	<u>15,233,000.00</u>
(14) Total of Original Contract Work Completed to Date	\$	<u>316,030,000.00</u>
(15) Total of Change Order Work Previously Completed	\$	<u>36,433,552.63</u>
(16) Total of Change Order Work Completed this Period	\$	<u>0.00</u>
(17) Total of Change Order Work Completed to Date	\$	<u>36,433,552.63</u>
(18) Grand Total Work Completed to Date-Per Billing Rate	<input type="text" value="100.00%"/>	\$ <u>352,463,552.63</u>
(19) Grand Total - Retainage Earned to Date, Not Yet Paid	\$	<u>0.00</u>
(20) Grand Total Work Completed to Date-Per Contractual Rate	<input type="text" value="100.00%"/>	\$ <u>352,463,552.63</u>

I CERTIFY THAT THIS IS A TRUE AND CORRECT REPORT OF THE WORK COMPLETED AND MATERIAL INCORPORATED, AND THAT THE MATERIALS HAVE BEEN FURNISHED OR THE LABOR HAS BEEN PERFORMED IN A WORKMANLIKE MANNER AND IN ACCORDANCE WITH THE CONTRACT.

DGS Field Receipt Date:
3/2/2020

Signature: SEE ATTACHED Date: 02/17/20
Contractor

Signature: SEE ATTACHED Date: 03/02/20
DGS Construction Inspection Supervisor

Professional's Name & Address:

Contract: C-0577-0036-000-K-1		Project: C-0577-0036.1		Work Completed - Submission # 60					GRAND TOTALS TO DATE					
Item No.	Description	Quantity	Unit	Billing Amt -Unit Price	Scheduled Value	Total Previously Requested	Units Completed This Period	Amount Earned This Period	Stored Material	Labor & Overhead - Stored Mat	Percentage Completed to Date	Amount Earned Dated	Units to Complete	Balance to Complete
Original Contract Award: PO 4500652257														
10	Retainage	1	EA	9,473,910.00	9,473,910.00	0.00		3,257,899.71			34.39%	3,257,899.71	0.66	6,216,010.29
20				3,322,913.48	3,322,913.48	3,322,913.48		0.00			100.00%	3,322,913.48	0.00	0.00
30		3		436,500.00	1,309,500.00	1,309,500.00		0.00			100.00%	1,309,500.00	0.00	0.00
40		1		242,500.00	242,500.00	242,500.00		0.00			100.00%	242,500.00	0.00	0.00
50		1		5,432.00	5,432.00	5,432.00		0.00			100.00%	5,432.00	0.00	0.00
60		100		4,850.00	485,000.00	485,000.00		0.00			100.00%	485,000.00	0.00	0.00
70		1		630,500.00	630,500.00	630,500.00		0.00			100.00%	630,500.00	0.00	0.00
80-10		1		1,616,666.67	1,616,666.67	1,616,666.67		0.00			100.00%	1,616,666.67	0.00	0.00
80-20		1		808,333.33	808,333.33	808,333.33		0.00			100.00%	808,333.33	0.00	0.00
80-30		1		485,000.00	485,000.00	485,000.00		0.00			100.00%	485,000.00	0.00	0.00
90		1		1,940,000.00	1,940,000.00	1,940,000.00		0.00			100.00%	1,940,000.00	0.00	0.00
100-10		1		1,067,000.00	1,067,000.00	1,067,000.00		0.00			100.00%	1,067,000.00	0.00	0.00
100-20		1		1,067,000.00	1,067,000.00	1,067,000.00		0.00			100.00%	1,067,000.00	0.00	0.00
100-30		1		1,067,000.00	1,067,000.00	1,067,000.00		0.00			100.00%	1,067,000.00	0.00	0.00
110-10		0		0.00	0.00	0.00		0.00			#DIV/0!	0.00	#DIV/0!	0.00
110-11		1		153,583.33	153,583.33	153,583.33		0.00			100.00%	153,583.33	0.00	0.00
110-12		1		347,583.34	347,583.34	347,583.34		0.00			100.00%	347,583.34	0.00	0.00
110-13		1		291,000.00	291,000.00	291,000.00		0.00			100.00%	291,000.00	0.00	0.00
110-14		1		291,000.00	291,000.00	291,000.00		0.00			100.00%	291,000.00	0.00	0.00
110-20		0		0.00	0.00	0.00		0.00			#DIV/0!	0.00	#DIV/0!	0.00
110-21		1		153,583.33	153,583.33	153,583.33		0.00			100.00%	153,583.33	0.00	0.00
110-22		1		347,583.34	347,583.34	347,583.34		0.00			100.00%	347,583.34	0.00	0.00
110-23		1		291,000.00	291,000.00	291,000.00		0.00			100.00%	291,000.00	0.00	0.00
110-24		1		291,000.00	291,000.00	291,000.00		0.00			100.00%	291,000.00	0.00	0.00
110-30		1		0.00	0.00	0.00		0.00			#DIV/0!	0.00	#DIV/0!	0.00
110-31		1		153,583.33	153,583.33	153,583.33		0.00			100.00%	153,583.33	0.00	0.00
110-32		1		347,583.34	347,583.34	347,583.34		0.00			100.00%	347,583.34	0.00	0.00
110-33		1		291,000.00	291,000.00	291,000.00		0.00			100.00%	291,000.00	0.00	0.00
110-34		1		291,000.00	291,000.00	291,000.00		0.00			100.00%	291,000.00	0.00	0.00
120		40		60,625.00	2,425,000.00	2,425,000.00		0.00			100.00%	2,425,000.00	0.00	0.00
130		2		65,475.00	130,950.00	130,950.00		130,950.00			100.00%	130,950.00	0.00	0.00
140		1		97,000.00	97,000.00	97,000.00		97,000.00			100.00%	97,000.00	0.00	0.00
150		1		130,950.00	130,950.00	130,950.00		130,950.00			100.00%	130,950.00	0.00	0.00
160-10		295095715		0.97	286,242,843.55	274,626,644.22		11,616,199.33			100.00%	286,242,843.55	0.00	0.00
160-20		1		0.97	0.96	0.00		0.96			99.97%	0.96	0.00	0.00
Grand Total Contract Award				PO	4500652257	315,797,000.00	294,347,989.71	15,233,000.00	0.00	0.00	98.03%	309,580,989.71	0.00	6,216,010.29

Contract:	Item No.	Description	Project: C-0577-0036-1		Scheduled Value	Work Completed - Submission # 60					GRAND TOTALS TO DATE							
			Quantity	Unit		Billing Amt.-Unit Price	Total Previously Requested	Units Completed This Period	Amount Earned This Period	Stored Material	Labor & Overhead - Stored Mat	Percentage Completed to Date	Amount Earned to Dated	Units to Complete	Balance to Complete			
PLUS: Executed Change Orders																		
	PO Multiple																	
10	Change Order 1	4500693711			381,460.31				381,460.31		0.00			100.00%	381,460.31			0.00
20	Change Order 2	4500707663			129,780.96				129,780.96		0.00			100.00%	129,780.96			0.00
30	Change Order 3	4500736677			16,000.00				16,000.00		0.00			100.00%	16,000.00			0.00
40	Change Order 4	4500736677			50,000.00				50,000.00		0.00			100.00%	50,000.00			0.00
50	Change Order 5	4500736677			65,444.00				65,444.00		0.00			100.00%	65,444.00			0.00
60	Change Order 6	4500707365			11,065.71				11,065.71		0.00			100.00%	11,065.71			0.00
70	Change Order 7	4500715504			4,011.00				4,011.00		0.00			100.00%	4,011.00			0.00
80	Change Order 8	4500736677			51,159.00				51,159.00		0.00			100.00%	51,159.00			0.00
90	Change Order 9	4500736677			34,506.00				34,506.00		0.00			100.00%	34,506.00			0.00
100	Change Order 10	4500736677			31,051.00				31,051.00		0.00			100.00%	31,051.00			0.00
110	Change Order 11	4500736677			25,344.00				25,344.00		0.00			100.00%	25,344.00			0.00
120	Change Order 12	4500736677			22,789.00				22,789.00		0.00			100.00%	22,789.00			0.00
130	Change Order 13	4500736677			21,897.00				21,897.00		0.00			100.00%	21,897.00			0.00
140	Change Order 14	4500736677			11,023.00				11,023.00		0.00			100.00%	11,023.00			0.00
150	Change Order 15	4500736677			9,579.00				9,579.00		0.00			100.00%	9,579.00			0.00
160	Change Order 16	4500652257			(126,597.00)				(126,597.00)		0.00			100.00%	(126,597.00)			0.00
170	Change Order 17	4500652257			(10,622.00)				(10,622.00)		0.00			100.00%	(10,622.00)			0.00
180	Change Order 18	4500736677			63,866.00				63,866.00		0.00			100.00%	63,866.00			0.00
190	Change Order 19	4500736677			43,383.00				43,383.00		0.00			100.00%	43,383.00			0.00
200	Change Order 20	4500715747			26,357.00				26,357.00		0.00			100.00%	26,357.00			0.00
210	Change Order 21	4500716508			164,050.00				164,050.00		0.00			100.00%	164,050.00			0.00
220	Change Order 22	4500720465			28,314.00				28,314.00		0.00			100.00%	28,314.00			0.00
230	Change Order 23	4500722543			7,574.00				7,574.00		0.00			100.00%	7,574.00			0.00
240	Change Order 24	4500726679			12,559.00				12,559.00		0.00			100.00%	12,559.00			0.00
250	Change Order 25	4500732728			81,394.00				81,394.00		0.00			100.00%	81,394.00			0.00
260	Change Order 26	4500732728			62,273.00				62,273.00		0.00			100.00%	62,273.00			0.00
270	Change Order 27	4500746814			5,825,000.00				5,825,000.00		0.00			100.00%	5,825,000.00			0.00
280	Change Order 28	4500727269			423,684.00				423,684.00		0.00			100.00%	423,684.00			0.00
290	Change Order 29	4500652257			(270,000.00)				(270,000.00)		0.00			100.00%	(270,000.00)			0.00
300	Change Order 30	4500652257			(60,000.00)				(60,000.00)		0.00			100.00%	(60,000.00)			0.00
310	Change Order 31	4500734070			8,879.00				8,879.00		0.00			100.00%	8,879.00			0.00
320	Change Order 32	4500652257			(77,818.00)				(77,818.00)		0.00			100.00%	(77,818.00)			0.00
330	Change Order 33	4500748946			114,800.00				114,800.00		0.00			100.00%	114,800.00			0.00
340	Change Order 34	4500746814			500,000.00				500,000.00		0.00			100.00%	500,000.00			0.00
350	Change Order 35	4500748946			132,429.00				132,429.00		0.00			100.00%	132,429.00			0.00
360	Change Order 36	4500738787			1,500,000.00				1,500,000.00		0.00			100.00%	1,500,000.00			0.00
370	Change Order 37	4500748946			190,000.00				190,000.00		0.00			100.00%	190,000.00			0.00
380	Change Order 38	4500746814			1,100,000.00				1,100,000.00		0.00			100.00%	1,100,000.00			0.00
390	Change Order 39	4500735111			697,709.00				697,709.00		0.00			100.00%	697,709.00			0.00
400	Change Order 40	4500746814			490,066.00				490,066.00		0.00			100.00%	490,066.00			0.00
410	Change Order 41	4500748946			143,800.00				143,800.00		0.00			100.00%	143,800.00			0.00
420	Change Order 42	4500748836			56,244.00				56,244.00		0.00			100.00%	56,244.00			0.00
430	Change Order 43	4500748836			68,589.00				68,589.00		0.00			100.00%	68,589.00			0.00
440	Change Order 44	4500748816			18,719.00				18,719.00		0.00			100.00%	18,719.00			0.00

Contract:	C-0577-0035-000-000-K-1		Project: C-0577-0036.1		Work Completed - Submission # 60					GRAND TOTALS TO DATE					
	Item No.	Description	Quantity	Unit	Billing Amt -Unit Price	Scheduled Value	Total Previously Requested	Units Completed This Period	Amount Earned This Period	Stored Material	Labor & Overhead - Stored Mat	Percentage Completed to Date	Amount Earned to Dated	Units to Complete	Balance to Complete
450	Change Order 45	NO COST				0.00	0.00	0.00	0.00			#DIV/0!	0.00		0.00
460	Change Order 46	4500748946				112,887.00	112,887.00	0.00	0.00			100.00%	112,887.00		0.00
470	Change Order 47	4500746814				310,000.00	310,000.00	0.00	0.00			100.00%	310,000.00		0.00
480	Change Order 48	4500746814				133,081.00	133,081.00	0.00	0.00			100.00%	133,081.00		0.00
490	Change Order 49	NO COST				0.00	0.00	0.00	0.00			#DIV/0!	0.00		0.00
500	Change Order 50	4500731741				7,063.00	7,063.00	0.00	0.00			100.00%	7,063.00		0.00
510	Change Order 51	4500746639				3,985.00	3,985.00	0.00	0.00			100.00%	3,985.00		0.00
520	Change Order 52	4500652257				(85,000.00)	(85,000.00)	0.00	0.00			100.00%	(85,000.00)		0.00
530	Change Order 53	4500746814				582,309.00	582,309.00	0.00	0.00			100.00%	582,309.00		0.00
540	Change Order 54	4500738545				313,376.00	313,376.00	0.00	0.00			100.00%	313,376.00		0.00
550	Change Order 55	4500748946				290,000.00	290,000.00	0.00	0.00			100.00%	290,000.00		0.00
560	Change Order 56	4500733480				137,950.00	137,950.00	0.00	0.00			100.00%	137,950.00		0.00
570	Change Order 57	4500735497				2,650,000.00	2,650,000.00	0.00	0.00			100.00%	2,650,000.00		0.00
580	Change Order 58	4500746639				84,206.00	84,206.00	0.00	0.00			100.00%	84,206.00		0.00
590	Change Order 59	NO COST				0.00	0.00	0.00	0.00			#DIV/0!	0.00		0.00
600	Change Order 60	4500652257				(10,000.00)	(10,000.00)	0.00	0.00			100.00%	(10,000.00)		0.00
610	Change Order 61	4500652257				(475,000.00)	(475,000.00)	0.00	0.00			100.00%	(475,000.00)		0.00
620	Change Order 62	4500652257				(406,174.00)	(406,174.00)	0.00	0.00			100.00%	(406,174.00)		0.00
630	Change Order 63	4500652257				(46,438.00)	(46,438.00)	0.00	0.00			100.00%	(46,438.00)		0.00
640	Change Order 64	4500748946				493,244.00	493,244.00	0.00	0.00			100.00%	493,244.00		0.00
650	Change Order 65	4500748946				225,000.00	225,000.00	0.00	0.00			100.00%	225,000.00		0.00
660	Change Order 66	4500746814				290,000.00	290,000.00	0.00	0.00			100.00%	290,000.00		0.00
670	Change Order 67	4500652257				(162,250.00)	(162,250.00)	0.00	0.00			100.00%	(162,250.00)		0.00
680	Change Order 68	4500748946				345,000.00	345,000.00	0.00	0.00			100.00%	345,000.00		0.00
690	Change Order 69	4500748836				98,000.00	98,000.00	0.00	0.00			100.00%	98,000.00		0.00
700	Change Order 70	4500737274				15,000.00	15,000.00	0.00	0.00			100.00%	15,000.00		0.00
710	Change Order 71	4500738110				22,685.00	22,685.00	0.00	0.00			100.00%	22,685.00		0.00
720	Change Order 72	4500746921				48,535.00	48,535.00	0.00	0.00			100.00%	48,535.00		0.00
730	Change Order 73	4500748688				5,000.00	5,000.00	0.00	0.00			100.00%	5,000.00		0.00
740	Change Order 74	4500746639				8,000.00	8,000.00	0.00	0.00			100.00%	8,000.00		0.00
750	Change Order 75	4500746814				250,000.00	250,000.00	0.00	0.00			100.00%	250,000.00		0.00
760	Change Order 76	4500652257				(57,982.00)	(57,982.00)	0.00	0.00			100.00%	(57,982.00)		0.00
770	Change Order 77	NO COST				0.00	0.00	0.00	0.00			#DIV/0!	0.00		0.00
780	Change Order 78	4500746814				1,500,000.00	1,500,000.00	0.00	0.00			100.00%	1,500,000.00		0.00
790	Change Order 79	4500746921				92,000.00	92,000.00	0.00	0.00			100.00%	92,000.00		0.00
800	Change Order 80	4500748816				18,739.00	18,739.00	0.00	0.00			100.00%	18,739.00		0.00
810	Change Order 81	4500746921				77,840.00	77,840.00	0.00	0.00			100.00%	77,840.00		0.00
820	Change Order 82	NO COST				0.00	0.00	0.00	0.00			#DIV/0!	0.00		0.00
830	Change Order 83	NO COST				0.00	0.00	0.00	0.00			#DIV/0!	0.00		0.00
840	Change Order 84	NO COST				0.00	0.00	0.00	0.00			#DIV/0!	0.00		0.00
850	Change Order 85	4500652257				(250,000.00)	(250,000.00)	0.00	0.00			100.00%	(250,000.00)		0.00
860	Change Order 86	4500652257				(245,896.00)	(245,896.00)	0.00	0.00			100.00%	(245,896.00)		0.00
870	Change Order 87	4500652257				(41,947.00)	(41,947.00)	0.00	0.00			100.00%	(41,947.00)		0.00
880	Change Order 88	4500749525				350,000.00	350,000.00	0.00	0.00			100.00%	350,000.00		0.00
890	Change Order 89	4500749525				2,000,000.00	2,000,000.00	0.00	0.00			100.00%	2,000,000.00		0.00
900	Change Order 90	4500652257				(654,180.00)	(654,180.00)	0.00	0.00			100.00%	(654,180.00)		0.00
910	Change Order 91	4500749241				3,000.00	3,000.00	0.00	0.00			100.00%	3,000.00		0.00

Contract:	Item No.	Description	Project: C-0577-0036.1		Scheduled Value	Work Completed - Submission # 60				GRAND TOTALS TO DATE							
			Quantity	Unit		Billing Amt -Unit Price	Total Previously Requested	Units Completed This Period	Amount Earned This Period	Stored Material	Labor & Overhead - Stored Mat	Percentage Completed to Date	Amount Earned to Dated	Units to Complete	Balance to Complete		
920	Change Order 92	4500652257			(6,226.00)			(6,226.00)	0.00	0.00				100.00%	(6,226.00)		0.00
930	Change Order 93	NO COST			0.00			0.00	0.00	0.00				#DIV/0!	0.00		0.00
940	Change Order 94	4500652257			(400,000.00)			(400,000.00)	0.00	0.00				100.00%	(400,000.00)		0.00
950	Change Order 95	4500749351			33,000.00			33,000.00	0.00	0.00				100.00%	33,000.00		0.00
960	Change Order 96	4500652257			(185,060.00)			(185,060.00)	0.00	0.00				100.00%	(185,060.00)		0.00
970	Change Order 97	NO COST			0.00			0.00	0.00	0.00				#DIV/0!	0.00		0.00
980	Change Order 98	4500749525			150,000.00			150,000.00	0.00	0.00				100.00%	150,000.00		0.00
990	Change Order 99	4500749525			540,000.00			540,000.00	0.00	0.00				100.00%	540,000.00		0.00
1000	Change Order 100	NO COST			0.00			0.00	0.00	0.00				#DIV/0!	0.00		0.00
1010	Change Order 101	NO COST			0.00			0.00	0.00	0.00				#DIV/0!	0.00		0.00
1020	Change Order 102	4500749525			725,000.00			725,000.00	0.00	0.00				100.00%	725,000.00		0.00
1030	Change Order 103	4500749525			383,909.00			383,909.00	0.00	0.00				100.00%	383,909.00		0.00
1040	Change Order 104	4500749241			5,000.00			5,000.00	0.00	0.00				100.00%	5,000.00		0.00
1050	Change Order 105	4500749525			341,215.00			341,215.00	0.00	0.00				100.00%	341,215.00		0.00
1060	Change Order 106	NO COST			0.00			0.00	0.00	0.00				#DIV/0!	0.00		0.00
1070	Change Order 107	NO COST			0.00			0.00	0.00	0.00				#DIV/0!	0.00		0.00
1080	Change Order 108	NO COST			0.00			0.00	0.00	0.00				#DIV/0!	0.00		0.00
1090	Change Order 109	4500749525			132,000.00			132,000.00	0.00	0.00				100.00%	132,000.00		0.00
1100	Change Order 110	4500652257			(69,224.00)			(69,224.00)	0.00	0.00				100.00%	(69,224.00)		0.00
1110	Change Order 111	NO COST			0.00			0.00	0.00	0.00				#DIV/0!	0.00		0.00
1120	Change Order 112	NO COST			0.00			0.00	0.00	0.00				#DIV/0!	0.00		0.00
1130	Change Order 113	4500749525			459,200.00			459,200.00	0.00	0.00				100.00%	459,200.00		0.00
1140	Change Order 114	4500749351			75,000.00			75,000.00	0.00	0.00				100.00%	75,000.00		0.00
1150	Change Order 115	4500652257			(2,507,170.00)			(2,507,170.00)	0.00	0.00				100.00%	(2,507,170.00)		0.00
1160	Change Order 116	NO COST			0.00			0.00	0.00	0.00				#DIV/0!	0.00		0.00
1170	Change Order 117	4500749305			10,000.00			10,000.00	0.00	0.00				100.00%	10,000.00		0.00
1180	Change Order 118	4500749305			14,324.00			14,324.00	0.00	0.00				100.00%	14,324.00		0.00
1190	Change Order 119	4500749305			20,000.00			20,000.00	0.00	0.00				100.00%	20,000.00		0.00
1200	Change Order 120	4500749351			50,000.00			50,000.00	0.00	0.00				100.00%	50,000.00		0.00
1210	Change Order 121	4500749305			16,954.00			16,954.00	0.00	0.00				100.00%	16,954.00		0.00
1220	Change Order 122	NO COST			0.00			0.00	0.00	0.00				#DIV/0!	0.00		0.00
1230	Change Order 123	4500652257			(3,000.00)			(3,000.00)	0.00	0.00				100.00%	(3,000.00)		0.00
1240	Change Order 124	4500652257			(100,000.00)			(100,000.00)	0.00	0.00				100.00%	(100,000.00)		0.00
1250	Change Order 125	NO COST			0.00			0.00	0.00	0.00				#DIV/0!	0.00		0.00
1260	Change Order 126	NO COST			0.00			0.00	0.00	0.00				#DIV/0!	0.00		0.00
1270	Change Order 127	NO COST			0.00			0.00	0.00	0.00				#DIV/0!	0.00		0.00
1280	Change Order 128	NO COST			0.00			0.00	0.00	0.00				#DIV/0!	0.00		0.00
1290	Change Order 129	NO COST			0.00			0.00	0.00	0.00				#DIV/0!	0.00		0.00
1300	Change Order 130	NO COST			0.00			0.00	0.00	0.00				#DIV/0!	0.00		0.00
1310	Change Order 131	NO COST			0.00			0.00	0.00	0.00				#DIV/0!	0.00		0.00
1320	Change Order 132	NO COST			0.00			0.00	0.00	0.00				#DIV/0!	0.00		0.00
1330	Change Order 133	NO COST			0.00			0.00	0.00	0.00				#DIV/0!	0.00		0.00
1340	Change Order 134	NO COST			0.00			0.00	0.00	0.00				#DIV/0!	0.00		0.00
1350	Change Order 135	NO COST			0.00			0.00	0.00	0.00				#DIV/0!	0.00		0.00
1360	Change Order 136	NO COST			0.00			0.00	0.00	0.00				#DIV/0!	0.00		0.00
1370	Change Order 137	4500752064			13,500,000.00			13,467,528.62	0.00	0.00				99.76%	13,467,528.62		0.00
1380	Change Order 138	4500652257			(8,727.37)			(8,727.37)	0.00	0.00				0.00%	0.00		(8,727.37)

Contract: C-0577-0036-000-K-1	Item No.	Description	Project: C-0577-0036.1		Scheduled Value	Work Completed - Submission # 60						GRAND TOTALS TO DATE			
			Quantity	Unit		Billing Amt -Unit Price	Total Previously Requested	Units Completed This Period	Amount Earned This Period	Stored Material	Labor & Overhead - Stored Mat	Percentage Completed to Date	Amount Earned to Dated	Units to Complete	Balance to Complete
	1390	Change Order 139 4500793589			78,280.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	78,280.00
	1400	Change Order 140 4500793589			283.02	283.02	0.00	0.00	0.00	0.00	0.00	283.02	100.00%	283.02	0.00
	1410	Change Order 141			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
	1420	Change Order 142			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
	1430	Change Order 143			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
	1440	Change Order 144			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
	1450	Change Order 145			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		Grand Total Executed Change Orders		PO	33,366,552.63	33,264,528.62	0.00	0.00	0.00	0.00	0.00	33,264,528.62	99.69%	33,264,528.62	102,024.01
		Grand Total Executed Change Orders		PO	33,366,552.63	33,264,528.62	0.00	0.00	0.00	0.00	0.00	33,264,528.62	99.69%	33,264,528.62	102,024.01
		PLUS: Grand Total Contract Award		PO	315,797,000.00	294,347,989.71	15,233,000.00	0.00	0.00	0.00	0.00	309,580,989.71	98.03%	309,580,989.71	6,216,010.29
				AMENDED CONTRACT AMOUNT	349,163,552.63	327,612,518.33	15,233,000.00	0.00	0.00	0.00	0.00	342,845,518.33	98.19%	342,845,518.33	6,318,034.30